al-Rasīkh: Jurnal Hukum Islam
P-ISSN: 2089-1857 | E-ISSN: 2580-2755
Vol. 15 No. 02, November 2026, 281-299
DOI: https://doi.org/10.38073/rasikh.4586

Judicial Legal Reasoning in Islamic Economic Dispute Case No. 1/Pdt.G.S/2024/PA.Pal Concerning Default on a Murabahah Contract

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Submitted: 10 March 2026 Revision: 29 April 2026 Accepted: 2 May 2026 Published: 18 October 2026

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Abstract

This study examines the judicial legal reasoning applied in Decision No. 1/Pdt.G.S/2024/PA.Pal concerning a murabahah financing dispute involving PT Bank Syariah Indonesia Tbk., M. Yamin Branch Office, Palu. It specifically investigates how judicial considerations integrate positive legal norms with Islamic economic law principles in a consistent and accountable manner. The study aims to analyze the structure of judicial legal reasoning, identify the methods of legal interpretation employed, and evaluate the application of sharia principles, particularly in assessing evidence and determining financial obligations. Employing a normative juridical method with statutory, conceptual, and case approaches, the research examines the court decision, relevant provisions of the Compilation of Sharia Economic Law, and fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) concerning murabahah contracts. The data were analyzed using a qualitative descriptive approach, focusing on the construction of judicial reasoning through the Issue–Rule–Application–Conclusion (IRAC) framework and the principles of *maqāṣid al-sharīʿah*. The findings reveal that the panel of judges adopted a hybrid legal reasoning approach integrating contractual documentary evidence, civil law provisions, and sharia-based legal justification through references to DSN-MUI fatwas. This approach demonstrates an effort to harmonize formal legal certainty with sharia compliance. However, the analysis identifies limitations in the transparency of financial calculations and the assessment of the parties' good faith. These findings highlight the need to strengthen judicial reasoning by ensuring that legal certainty in Islamic economic dispute resolution encompasses not only procedural compliance but also substantive justice.

Keywords: Judicial Legal Reasoning, Breach of Contract, Murabahah Financing, Islamic Economic Law, Religious Court Decisions.

INTRODUCTION

The development of Islamic banking has shown a significant upward trend, accompanied by increasing awareness among Muslims of the importance of economic activities that comply with Islamic principles.[1] One of the most widely used contracts in Islamic financial institutions is the *murabahah* contract. As a common form of sale-based

[1] Salfin Abdul Rahman Al'auf et al., "Analisis Putusan Pengadilan Pada Peradilan Agama: Hukum, Keadilan, Dan Eksekusi Dalam Kasus Ekonomi Syariah Di Indonesia," *Jurnal Hukum Ekonomi Syariah* 7, no. 1 (2024): 47–60.

How to Cite this Article
Mubarani, Ananta Siti, Wahyuni Wahyuni, and Nurinayah Nurinayah. "Judicial Legal Reasoning in Islamic Economic Dispute Case No. 1/Pdt.G.S/2024/PA.Pal Concerning Default on a Murabahah Contract." *Al-Rasīkh: Jurnal Hukum Islam* 15, no. 2 (2026): 281–99. https://doi.org/10.38073/rasikh.4586.

financing in Islamic banking, *murabahah* financing assists customers who face financial limitations but require goods to improve their living standards or support business activities.[2] Despite its widespread application, *murabahah* financing is also frequently associated with contractual disputes. Many customers encounter financial difficulties that prevent them from fulfilling their repayment obligations within the agreed period, potentially resulting in contractual default (*wanprestasi*).[3]

The procedures for resolving Islamic economic disputes in Indonesia are formally regulated under Supreme Court Regulation (*Peraturan Mahkamah Agung*, PERMA) Number 14 of 2016. This regulation encompasses a broad range of Islamic economic disputes, including those involving Islamic banking,[4] Islamic microfinance institutions, Islamic insurance and reinsurance,[5] and various Islamic capital market instruments, such as *sukuk*, Islamic securities, and other Sharia-compliant financial instruments. It also covers Islamic financing, Islamic pawnshops, Islamic financial institution pension funds, and other forms of Sharia-compliant business activities. Furthermore, commercially oriented disputes involving *waqf*, *zakat*, *infaq*, and *sadaqah* may fall within the relevant jurisdiction, whether presented as contentious proceedings or non-contentious applications.

In the context of Islamic economic disputes, the provisions concerning contractual default are outlined in Article 36 of the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*, KHES). This article stipulates that a party may be considered in default when, due to their own fault, they fail to perform contractual obligations, perform such obligations inconsistently with the agreed terms, delay their performance, or undertake actions expressly prohibited by the agreement.[6] Similarly, Article 1238 of the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*, KUHPerdata), as cited by Suadi, provides that a debtor may be declared in default through a formal notice, an equivalent legal instrument, or by operation of the contractual obligation itself when the agreed period for performance has expired.[7] In this context, the judiciary plays a crucial role in resolving disputes arising from Islamic financial transactions. Although Islamic banking operates according to Sharia principles, the adjudication of disputes takes place within Indonesia's national legal system. This situation raises a fundamental

[2] Riyanti, "Penyelesaian Wanprestasi Dalam Pembiayaan Murabahah Studi Kasus Pada Bank Muamalat Indonesia Cabang Surakarta." (Universitas Muhamadiyah Surakarta, 2010).
[3] Ulfa Nur Maya, "Analisis Penerapan Denda (Ta'zir) Pada Produk Pembiayaan Berakad Murabahah Di Bank Muamalat KC. Mas Mansyur Menurut Perspektif Fatwa No. 17/DSN-MUI/IX/2000" (Universitas Muhammadiyah Surabaya, 2019).
[4] Ephin Apriyandanu, "Kedudukan Basyarnas Dalam Penanganan Kepailitan Perbankan Syariah Ditinjau Dari UU No. 21 Tahun 2008 Tentang Perbankan Syariah," *Jurnal USM Law Review* 1, no. 1 (2018): 30–38.
[5] Sukadi Suratman and Muhammad Junaidi, "Sistem Pengawasan Asuransi Syariah Dalam Kajian Undang-Undang Nomor 40 Tahun 2014 Tentang Perasuransian," *Jurnal USM Law Review* 2, no. 1 (2019): 63–84.
[6] Rossy Ibnul Hayat and Sukardi Sukardi, "Analisis Pertimbangan Hakim Dalam Memutus Perkara Ekonomi Syariah Terkait Wanprestasi," *Khatulistiwa Law Review* 1, no. 2 (2020): 163–81.
[7] Amran Suadi, *Wanprestasi Dan Perbuatan Melawan Hukum Dalam Penyelesaian Sengketa Ekonomi Syariah* (Kencana, 2021).

question concerning how judges integrate these two legal frameworks into their judicial decisions.

A specific illustration can be found in Decision No. 1/Pdt.G.S/2024/PA.Pal, in which the court granted a claim arising from a *murabahah* financing dispute between an Islamic banking institution and a customer who had allegedly failed to fulfill contractual obligations. In this case, the defendant obtained financing amounting to IDR 680,000,000, with total repayment obligations of IDR 1,170,960,000. However, the defendant failed to make the required installment payments in accordance with the contractual terms, despite receiving several written warnings. During the proceedings, the court established that the *murabahah* contract entered into by the parties was formally valid and legally binding, while the evidence demonstrated the defendant's contractual default. Consequently, the judges ordered the defendant to settle the outstanding obligation of IDR 446,125,547.99. The decision also included an order concerning the seizure of collateral assets as a mechanism for protecting the creditor's interests, although certain claims submitted by the plaintiff were rejected.

This decision highlights the importance of conducting an in-depth examination of judicial legal reasoning in resolving Islamic economic disputes, particularly regarding the assessment of contractual validity, the establishment of contractual default, and the application of Islamic legal principles in judicial practice. Judges occupy a central position in Indonesia's judicial system. To ensure justice for society, judges must possess strong legal analytical abilities supported by professional integrity, moral responsibility, and ethical standards. Given that judges are presumed to possess knowledge of the law under the principle of *ius curia novit*, every judicial decision must be supported by adequate, logical, and legally defensible reasoning. Such reasoning should be sufficiently transparent and persuasive to withstand scrutiny by judicial institutions, legal scholars, the broader public, and the parties involved in the dispute.[8] In performing their judicial responsibilities, judges are therefore required to demonstrate strong reasoning capabilities when examining legal issues and formulating judicial considerations. This intellectual process is commonly referred to as *legal reasoning*. Fundamentally, legal reasoning involves identifying and systematically constructing the legal grounds underlying a judicial decision, particularly by explaining how and why a judge reaches a particular conclusion in a legal dispute.[9]

Several previous studies have examined contractual default in *murabahah* financing agreements. Khoerul Umam and Syufaat (2024) focused on the validity of *murabahah* contracts and the judicial considerations involved in determining material damages arising from contractual default.[10] Another study conducted by Reyhan et al.

[8] Habibul Umam Taqiuddin, "Penalaran Hukum (Legal Reasoning) Dalam Putusan Hakim," *Jurnal Ilmu Sosial Dan Pendidikan* 1, no. 2 (2017): 191–99.
[9] Atmaja et al., "Legal Reasoning Hakim Dalam Pengambilan Putusan Perkara Di Pengadilan Untuk Menghindari 'Onvoldoende Gemotiveerd,'" *Islamadina* 18, no. 2 (2017): 41.
[10] Khoerul Umam and Syufaat Syufaat, "Legal Reasoning Hakim Dalam Memutuskan Sengketa Murabahah Di Pengadilan Agama Cilacap," *Menara Ilmu* 18, no. 1 (2024): 56–65, https://doi.org/10.31869/mi.v18i1.4639.

(2024) analyzed a judicial decision concerning *murabahah* financing through the framework of *maqasid al-shariah*. Their findings indicated that judicial considerations tended to emphasize positive law rather than substantive Islamic legal principles.[11] Furthermore, Shifa Afdilla (2025) examined judicial legal reasoning in a *murabahah* contractual default dispute involving land collateral subject to the *UWTO* land-use status. The study revealed that judicial reasoning tended to adopt a positivistic, inductive, and pragmatic approach. In addition, the application of the principle of *pacta sunt servanda* was limited by the specific legal considerations developed during the proceedings.[12] Collectively, these studies have contributed to understanding the resolution of Islamic economic disputes, particularly those involving *murabahah* contracts, by examining judicial considerations and the conformity of decisions with positive law and Islamic legal principles. However, most of these studies have primarily described judicial considerations without comprehensively examining the systematic structure of legal reasoning as an analytical process through which legal issues are identified, relevant rules are interpreted, and judicial conclusions are formulated.

To address this research gap, the present study aims to examine judicial legal reasoning as a structured process encompassing the identification of legal issues, the determination and interpretation of applicable legal rules, their application to the facts of the case, and the formulation of judicial conclusions. Furthermore, variations in judicial decisions concerning *murabahah* disputes indicate the existence of different reasoning patterns that have not been extensively investigated from a methodological perspective. Accordingly, the novelty of this study lies in its in-depth analysis of the judicial reasoning employed in Decision No. 1/Pdt.G.S/2024/PA.Pal, with particular emphasis on the consistency of legal arguments, the justification of judicial considerations, and the integration of Islamic legal principles in achieving substantive justice.

METHOD

This study employs a normative legal research method with a descriptive-analytical design and a normative juridical approach. It aims to systematically describe and critically analyze judicial legal reasoning in resolving disputes involving breaches of *murabahah* contracts, particularly by examining the consistency of judicial considerations, the normative foundations of legal arguments, and the integration of Islamic legal principles in achieving substantive justice.[13] To examine judicial reasoning, this study adopts the Issue–Rule–Application–Conclusion (IRAC) framework as its primary analytical instrument. The Issue stage involves identifying the central legal questions arising from the alleged breach of the *murabahah* contract. The Rule stage examines the legal norms underlying judicial considerations, including relevant statutory

[11] Muhammad Reyhan et al., *Judicial Reasoning in Murabahah Disputes : A Maqashid al-Shariah Analysis of Religious Court Decision No . 7 / Pdt . G . S / 2024 / PA . Jr*, 2024.
[12] Shifa Afdilla, "Legal Reasoning Hakim Dalam Putusan Wanprestasi Akad Murabahah Dengan Objek Jaminan Tanah Status UWTO" (UIN Profesor Kiai Haji Saifuddin Zuhri Purwokerto, 2025).
[13] Tunggul Ansari Setia Negara, "Normative Legal Research in Indonesia: Its Originis and Approaches," *Audito Comparative Law Journal (ACLJ)* 4, no. 1 (2023): 1–9, https://doi.org/10.22219/aclj.v4i1.24855.

provisions and the principles of Islamic economic law. The Application stage evaluates how these legal norms are interpreted and applied to the facts established during the judicial proceedings. Finally, the Conclusion stage assesses the legal conclusions reached by the judges based on their application of the relevant rules to the facts of the case. This framework provides a systematic and structured basis for examining patterns of judicial reasoning in the resolution of Islamic economic disputes.

The research employs two principal approaches: the statutory approach and the case approach. The statutory approach is used to examine relevant legal provisions, particularly the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*, KHES), the Indonesian Civil Code (*Kitab Undang-Undang Hukum Perdata*, KUHPerdata), and the legislation governing Religious Courts. Meanwhile, the case approach is employed to investigate how these legal provisions are interpreted and applied in judicial decisions concerning breaches of *murabahah* contracts.[14] The legal materials consist of primary and secondary sources. The primary legal material is Decision No. 1/Pdt.G.S/2024/PA.Pal issued by the Palu Religious Court concerning a *murabahah* financing dispute. Secondary legal materials include legal textbooks, scholarly journal articles, and previous research relevant to judicial legal reasoning and Islamic economic law.

Legal materials were collected through library research by systematically identifying, inventorying, classifying, and organizing relevant legal sources according to the research objectives.[15] The collected materials were subsequently analyzed using a qualitative descriptive-analytical method based on deductive reasoning. This analytical process begins with an examination of general legal norms and Islamic legal principles, followed by an assessment of their specific application in the judicial considerations contained in the selected court decision. The final stage involves formulating conclusions systematically to address the research questions and evaluate the consistency and substantive justification of the judicial reasoning employed in resolving the dispute.

RESULTS AND DISCUSSION

Overview of Palu Religious Court Decision No. 1/Pdt.G.S/2024/PA.Pal

Decision No. 1/Pdt.G.S/2024/PA.Pal concerns a simplified Islamic economic dispute decided by the Palu Religious Court on December 19, 2024. The case involved PT Bank Syariah Indonesia Tbk. as the plaintiff and Suardi as the defendant in a dispute concerning a breach of a *murabahah* financing agreement. The plaintiff filed the lawsuit on the grounds that the defendant had failed to fulfill his installment payment obligations under Murabahah Financing Agreement No. PAL/2013/059, dated March 14, 2013. The financing facility amounted to IDR 680,000,000 and was intended for the purchase of a commercial shophouse, with a repayment period of 120 months, a bank profit margin of IDR 490,960,000, and monthly installments of IDR 9,758,000. As security for the

[14] Muhaimin, *Metode Penelitian Hukum*, Juni 2020 (Mataram University Press, 2020).
[15] Hendrik Poltak and Robert Rianto Widjaja, "Pendekatan Metode Studi Kasus Dalam Riset Kualitatif," *Local Engineering* 2, no. 1 (2024): 1–4, https://doi.org/10.59810/localengineering.

financing, the defendant provided land and a building located in Palu City, registered under Building Use Rights Certificate (*Sertifikat Hak Guna Bangunan*, SHGB) No. 00247/Kamonji.

The defendant was alleged to have breached the financing agreement by failing to pay the required installments despite receiving three written warning letters issued by the plaintiff in 2023. Consequently, the plaintiff demanded settlement of the outstanding obligation amounting to IDR 446,125,547.99, consisting of the remaining principal and profit margin. In its claims, the plaintiff requested the court to declare the *murabahah* financing agreement valid and legally binding, establish that the defendant had committed a breach of contract, and order the defendant to fulfill the outstanding financial obligations. The plaintiff also requested a conservatory attachment (*conservatoir beslag*) over the collateralized land and building to secure the enforcement of the judgment. Furthermore, the plaintiff sought the imposition of a coercive monetary penalty (*dwangsom*) of IDR 1,000,000 per day in the event of delayed compliance after the judgment acquired permanent legal force, along with an order requiring the defendant to bear all litigation costs.

In his response, the defendant acknowledged the existence of the financing agreement but denied having committed a breach of contract. He argued that he had made installment payments totaling IDR 903,360,000, which, in his view, exceeded the original financing principal. The defendant further maintained that his payment delays resulted from uncertainty concerning the outstanding debt, which appeared to continue increasing. Nevertheless, he demonstrated a willingness to settle the dispute by offering an immediate payment of IDR 80,000,000 and proposing to pay the remaining balance in installments. However, the defendant objected to the requests for conservatory attachment and coercive monetary penalties, arguing that these measures would impose an excessive financial burden.

After examining the case, the court partially granted the plaintiff's claims. The judge declared the *murabahah* financing agreement valid and legally binding and determined that the defendant had committed a breach of contract by failing to fulfill his installment obligations despite receiving repeated warnings. Accordingly, the defendant was ordered to pay the outstanding amount of IDR 446,125,547.99. The court also upheld the conservatory attachment over the collateralized commercial property and ordered the defendant, as the unsuccessful party, to bear the litigation costs. The remaining claims were rejected. The judgment was pronounced in an open court session in accordance with the principle of justice under the Almighty God.

Judicial Legal Considerations in Decision No. 1/Pdt.G.S/2024/PA.Pal

Religious Courts possess jurisdiction to examine and adjudicate disputes concerning Islamic economic transactions, as stipulated in Article 49 of Law Number 3 of 2006 amending Law Number 7 of 1989 concerning Religious Courts.[16] This jurisdiction was further reinforced by Constitutional Court Decision No. 93/PUU-

[16] IT Pa Palu, "Mengenal Peradilan Agama (Dr. H. Zulkarnain, S.H., M.H.)," Pa-Palu.Go.Id, 2023, https://www.pa-palu.go.id/arsip-berita/878-mengenal-peradilan-agama-dr-h-zulkarnain-s-h-m-h.

X/2012, which addressed the jurisdictional dualism surrounding Islamic banking disputes and strengthened the authority of Religious Courts in resolving such cases.[17] Since both disputing parties were domiciled within the territorial jurisdiction of Palu, the Palu Religious Court also possessed relative jurisdiction over the dispute. Accordingly, the court was considered legally competent, both absolutely and relatively, to examine and decide the Islamic economic claim.

PT Bank Syariah Indonesia Tbk., Palu M. Yamin Sub-Branch Office, acting as the plaintiff, appointed three employees to represent the institution during the judicial proceedings through Special Power of Attorney No. 04/129-KUA/RCG, dated September 2, 2024. The judge subsequently examined the validity of this authorization. In doing so, the court referred to Article 4(4) of Supreme Court Regulation No. 4 of 2019, which regulates the representation of parties in simplified civil proceedings, including representation by authorized institutional personnel supported by the required documentation.[18] The special power of attorney was found to have satisfied the relevant formal requirements and was therefore accepted as a valid basis for representing Bank Syariah Indonesia before the court.

Regarding the *murabahah* agreement entered into by the plaintiff and defendant, the court considered that *murabahah* financing practices in Islamic financial institutions may involve contractual arrangements known as *murabahah bil wakalah* or *murabahah li al-amir bi al-shira'*. The judge concluded that the *murabahah bil wakalah* financing agreement between the parties was legally valid and binding. The agreement satisfied the contractual validity requirements stipulated in Article 1320 of the Indonesian Civil Code, including mutual consent, legal capacity, a definite subject matter, and a lawful cause.[19] Furthermore, it possessed binding legal force under Article 1338(1) of the Civil Code.[20] From an Islamic legal perspective, its validity was consistent with Article 28(1) of the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*, KHES), which requires contractual arrangements to satisfy their essential pillars and conditions. The agreement was also assessed in relation to Article 26 of the KHES, which prohibits contracts that contradict Islamic legal principles or public order.[21] Based on the documentary evidence presented during the proceedings, particularly Exhibits P.2, P.3, and P.4, the court determined that the essential requirements of the *murabahah bil*

[17] Dody Sulistio, "Putusan Mahkamah Konstitusi Nomor 93/Puu-X/2012 Dan Kewenangan Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah," *Indonesian Journal of Islamic Economics and Business* 2, no. 2 (2017): 24–42.

[18] Dudung Hidayat, "Small Claim Court (SCC): Implementasi Dan Hambatannya Dalam Penyelesaian Sengketa Perdata," *Jurnal Pembangunan Hukum Indonesia* 5, no. 1 (2023): 47–69, https://doi.org/10.14710/jphi.v5i1.47-69.

[19] Pengadaan.web.id, "Pasal 1320 KUH Perdata: Berikut Syarat Sah Perjanjian/Kontrak," Pengadaan.Web.Id Barang Dan Jasa, 2019, https://www.pengadaan.web.id/2019/08/pasal-1320-kuh-perdata-syarat-sah-perjanjian-kontrak.html.

[20] Fricilia Eka Putri, "Kedudukan Dan Kekuatan Hukum Kontrak Ditinjau Dari Hukum Perikatan Dalam KUH-Perdata," *Lex Prifatum* III, no. 2 (2015): 36–44.

[21] Anisa Fikriatun Khasanah et al., "Tinjauan Kompilasi Hukum Ekonomi Syariah Terhadap Praktik Sewa Kamar Pada Penginapan Wisma Tamu Al-Ishlah Ma'Had Al-Zaytun," *Mueamala Journal* 2, no. 1 (2024): 36–48, https://doi.org/10.61341/mueamala/v2i1.014.

wakalah arrangement had been fulfilled. Under this arrangement, the bank authorized the customer to purchase the asset from a third party, followed by a *murabahah* sale agreement and the fulfillment of the agreed installment obligations.

Although the *wakalah* and *murabahah* agreements were signed on the same date, the judge emphasized that they constituted distinct contractual arrangements that had been implemented sequentially in accordance with DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 and Article 119 of the KHES. This sequence was considered important to ensure that the customer's purchase of the goods on behalf of the bank preceded the subsequent *murabahah* sale, thereby establishing the bank's ownership of the asset before its resale to the customer.[22] Since the contractual pillars and requirements were considered fulfilled without formal or substantive defects, the court declared the agreement valid. This conclusion was further supported by the instruction contained in Surah Al-Ma'idah, verse 1, which emphasizes the obligation to fulfill contractual commitments.[23]

In its subsequent considerations, the court determined that the defendant had committed a breach of contract (*wanprestasi*). The plaintiff submitted documentary evidence consisting of three warning letters, identified as Exhibits P.6, P.7, and P.8, issued in January, February, and April 2023. These letters provided the defendant with opportunities to settle his overdue installment obligations. The facts established during the proceedings indicated that the defendant did not dispute the authenticity or delivery dates of the warning letters and expressly acknowledged receiving the third warning. Furthermore, the payment records demonstrated that the defendant had not settled the outstanding installments following the final warning and before the judicial proceedings. Based on these circumstances, the court concluded that the defendant had violated his contractual obligations and was legally required to settle the remaining principal and agreed profit margin, amounting to IDR 446,125,547.99. This finding of contractual default provided the legal basis for granting the relevant claims submitted by the plaintiff.

Regarding the conservatory attachment over the financing collateral, the judge granted the plaintiff's application for *conservatoir beslag*. The documentary evidence, including Exhibit P.3 concerning SHGB No. 00247 registered in the defendant's name and Exhibits P.4 and P.5 concerning the mortgage deeds, demonstrated that the defendant's land and building had been pledged as security for the financing facility. The collateral had been encumbered with a registered mortgage right (*hak tanggungan*) at the relevant Land Office in accordance with Articles 13(1) and 14(1) of Law Number 4 of 1996 concerning Mortgage Rights over Land and Land-Related Objects.[24] The court also

[22] Rifan Rukma Nugraha, "Tinjauan Hukum Ekonomi Syariah Mengenai Pembiayaan Mikro Dengan Menggunakan Akad Murabahah Bil Wakalah Di Bank Rakyat Indonesia Syariah KCP Setiabudi Bandung" (UIN Sunan Gunung Djati Bandung, 2017).

[23] Muhammad Azwar Kamaruddin et al., "Legitimasi Akad Dalam Transaksi Ekonomi Islam," *Al-Kharaj* I, no. 1 (2021): 39–60.

[24] Fatria Hikmatiar Alqindy et al., "Pendaftaran Hak Tanggungan Kreditur Perorangan Di Kawasan Ekonomi Khusus Mandalika Kabupaten Lombok Tengah Registration of Individual Creditor Mortgage Central Lombok Regency," *Jurnal Private Law Fakultas Hukum Universitas Mataram* 5, no. 3 (2025): 829–44.

considered DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning *Murabahah*, which permits financial institutions to request collateral as an assurance of the customer's commitment to fulfilling contractual obligations. In Islamic banking practice, this arrangement may involve the retention of relevant ownership or security documents until the financing obligations have been fulfilled.[25] Considering the legal provisions governing collateral and the need to protect the commercial property securing the financing, the court granted the application and declared the conservatory attachment legally valid and enforceable.[26]

The plaintiff also requested that the judgment be declared immediately enforceable (*uitvoerbaar bij voorraad*) and accompanied by a coercive monetary penalty (*dwangsom*) in the event of the defendant's failure to comply. The court examined these requests with reference to Article 191 of the Rechtsreglement voor de Buitengewesten (RBg) and Supreme Court Circular No. 63 of 1978. Although Article 191 of the RBg provides a legal basis for immediate enforcement under certain conditions,[27] the Supreme Court has cautioned first-instance courts against granting immediate enforcement without sufficient justification.[28] The judge also considered the procedural characteristics of the case as a simplified civil claim. Based on these considerations, the court rejected both the request for immediate enforcement and the proposed coercive monetary penalty.

The case was classified as a simplified Islamic economic claim in accordance with the monetary threshold for simplified civil proceedings under Article 3(1) of Supreme Court Regulation No. 4 of 2019, as the disputed amount was below IDR 500 million. This classification has significant procedural implications, particularly by simplifying the stages of litigation and facilitating a more efficient process from registration to judgment while excluding the ordinary appellate mechanism.[29] The judge emphasized two fundamental characteristics of the simplified claims procedure. First, the procedure does not accommodate provisional claims. Second, the available legal remedy against a judgment rendered under this mechanism is an objection (*keberatan*) submitted to the same court rather than an ordinary appeal.[30] Consequently, the examination of the case, assessment of evidence, and issuance of the judgment were conducted in accordance with the principles of simple, prompt, and low-cost justice. By referring to Article 20 of Supreme Court Regulation No. 2 of 2015 in conjunction with Supreme Court Regulation

[25] Irhamna Utamy Widyarini, "Manajemen Praktik Pembiayaan Murabahah," *Jurnal Hukum Dan Ekonomi Islam* 21, no. 2 (2022): 416–36.
[26] Joejoen Tjahjani, "Sita Jaminan Sebagai Upaya Menjamin Terlaksananya Putusan Perkara Perdata," *Jurnal Independent* 1, no. 1 (2013): 56, https://doi.org/10.30736/ji.v1i1.6.
[27] Yollanda Yollanda, "Tinjauan Pelaksanaan Putusan Serta Merta Berdasarkan Pasal 180 Ayat (1) Hir/191 Ayat (2) Rbg Jo.Sema No 3 Tahun 2000 Jo.Sema No 4 Tahun 2001" (Universitas Islam Riau, 2018).
[28] La Ode Arsal Kasir, "Eksekusi Putusan Hakim Yang Dapat Dijalankan Lebih Dahulu/Putusan Serta Merta (Uitvoerbaar Bij Voorraad) Dalam Perkara Perdata," *Lex Administratum* VIII, no. 2 (2020): 19–30.
[29] St Saleha Madjid et al., "Implementasi Gugatan Sederhana Dalam Penanganan Sengketa Ekonomi Syari'ah Di Pengadilan Agama Kota Makassar," *J-HES* 07, no. 02 (2023): 100–111.
[30] Priyono Ongkowijoyo et al., *The Direct Avoidance Of The Parties In A Small Claim Court In Resolving Business Disputes*, 2021, no. 4 (2021): 204–17.

No. 4 of 2019, the court examined and decided the dispute within the applicable procedural framework for simplified civil claims.

Judicial Legal Reasoning in Decision No. 1/Pdt.G.S/2024/PA.Pal

The judge constructed the legal considerations through a systematic and sequential reasoning process consistent with the applicable procedural framework. This process began with determining jurisdiction and identifying the disputing parties, followed by establishing the relevant facts, identifying the legal issues requiring judicial determination, and presenting the applicable legal provisions as the normative foundation of the decision (*rule*). The subsequent stage involved applying these legal provisions to the facts established during the proceedings (*application*), ultimately leading to the formulation of the operative judgment as the final conclusion.[31] In articulating the judgment, the judge consistently employed the introductory phrase *"Menimbang, bahwa ..."* ("Considering that ...") to structure the successive stages of legal argumentation, thereby enabling the reasoning process to be followed in a clear and logical sequence.[32] From a methodological perspective, the establishment of facts primarily relied on the examination of documentary evidence and admissions made by the disputing parties. This pattern demonstrates a significant emphasis on evidentiary assessment during the initial stages of judicial analysis.

Within the Issue–Rule–Application–Conclusion (IRAC) analytical framework,[33] the Issue component focuses on determining whether the defendant committed a breach of the *murabahah* financing agreement. This issue concerns the defendant's legal obligation to settle the outstanding payments claimed by the plaintiff. At the Rule stage, the judge based the legal considerations on the principles of contractual obligations and breach of contract under the Indonesian Civil Code, particularly provisions governing the performance of contractual duties and the legal consequences arising from nonperformance.[34] These provisions served as the normative foundation for determining whether a contractual violation had occurred between the parties. The judicial assessment was further supported by the evidentiary rules established under the RBg, which were applied to evaluate the validity of the claims and evidence presented during the proceedings. In the context of Islamic financing, the judge also referred to fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) as normative references for assessing whether the *murabahah* arrangement complied with Islamic economic law principles.

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[31] L. Mulyadi, *Putusan Hakim Dalam Hukum Acara Perdata Indonesia: Teori, Praktik, Teknik Membuat, Dan Permasalahannya* (Citra Aditya Bakti, 2009).

[32] Peraturan Mahkamah Agung Nomor 9 Tahun 2017 Tentang Format/Template Dan Pedoman Penulisan Putusan/Penetapan Mahkamah Agung (2017).

[33] Kelley Burton, "'Think Like a Lawyer' Using a Legal Reasoning Grid and Criterion-Referenced Assessment Rubric on IRAC (Issue, Rule, Application, Conclusion)," *Journal of Learning Design* 10, no. 2 (2017): 57, https://doi.org/10.5204/jld.v10i2.229.

[34] Frisca Adelia Stevani et al., "Konsep Kewajiban Dalam Hukum Perikatan : Teori Dan Penerapannya Dalam Hukum Kontrak," *Media Hukum Indonesia* 2, no. 4 (2024): 972–79.

At the Application stage, the judge did not merely identify the documentary evidence submitted by the plaintiff but also assessed its relevance and evidentiary value. The financing agreement, installment schedule, collection notices, and transaction records were verified against their original documents to establish their authenticity and formal evidentiary validity.[35] Furthermore, the defendant's partial acknowledgment of the financing agreement and collateral arrangement was treated as a legally significant fact because it directly confirmed the existence of a binding contractual relationship between the parties.[36] Within this reasoning process, the judge connected the defendant's delayed or unfulfilled installment payments with the contractual obligations explicitly established in the financing agreement. The relationship between the violation of the agreed repayment schedule and the legal obligation to perform contractual duties constituted the basis for determining that the elements of contractual default had been satisfied, particularly through the failure to fulfill payment obligations. Based on these considerations, the court concluded that the defendant had committed a legally established breach of contract. Accordingly, the plaintiff's claims were partially granted, the defendant was ordered to settle the outstanding financial obligations, and the conservatory attachment over the collateral was upheld as a legal mechanism for protecting the plaintiff's rights.

Nevertheless, an examination of the judicial considerations reveals limitations concerning the transparency of the financial calculations underlying the amount awarded. Although the documentary evidence was admitted and assessed in accordance with the formal evidentiary approach associated with *positief-wettelijk bewijstheorie*, which emphasizes legally prescribed rules of proof,[37] the judicial reasoning did not provide a sufficiently detailed explanation of the calculation method connecting the evidence to the monetary amount granted. Consequently, the relationship between the documentary evidence and the financial claim was not explained through a transparent and measurable calculation. This limitation is particularly relevant to the evidentiary principle of *actori incumbit probatio*, reflected in Article 163 of the Herziene Indonesisch Reglement (HIR), which places the burden of proving asserted facts on the party making the claim.[38] The judgment did not present an adequate reconciliation between the financial calculations submitted by the plaintiff and those advanced by the defendant. This omission limits the

[35] Ahmad Rafuan, "Urgensi Legalisasi Bukti Fotokopi Oleh Panitera Untuk Pembuktian Di Persidangan," Pa-Depok.Go.Id, 2021, https://pa-depok.go.id/urgensi-legalisasi-bukti-fotokopi-oleh-panitera-untuk-pembuktian-di-persidangan/; Si Yusuf Al Hafiz and Musleh Harry, "Analysis of Maslahah Mursalah on the Problem of Absentee Land Ownership in Gresik Regency," *Al-Rasīkh: Jurnal Hukum Islam* 15, no. 1 (2026): 17–29, https://doi.org/10.38073/rasikh.3983; M. Makhrus Ali et al., "Sharia-Based Marketing Strategy in Increasing the Competitiveness of SMEs: A Phenomenological Study of Business Actors in North Lampung," *Al-Rasīkh: Jurnal Hukum Islam* 15, no. 1 (2026): 71–86, https://doi.org/10.38073/rasikh.4567.

[36] Fauziah Lubis et al., "Analisis Alat Bukti Perkara Perdata," *Jurnal Multidisiplin Inovatif* 9, no. 6 (2025): 2246–6110.

[37] Abdul Rinaldi Safi'i Harahap and Fauziah Lubis, "Eksistensi Teori Pembuktian Positief Wettelijk Bewijstheorie Dalam Pembuktian Perkara Perdata," *Quantum Juris: Jurnal Hukum Modern* 3, no. 6 (2024): 207–14.

[38] Ussu Darliyanti, "Hukum Pembuktian Dalam Perkara Perdata," *Lex Privatum* II, no. 1 (2014): 127–30.

extent to which the financial determination can be independently examined, whether for internal accountability or subsequent legal review. Therefore, to strengthen substantive legal certainty, judicial considerations in similar disputes should include a detailed financial calculation demonstrating how outstanding obligations are determined, including the principal amount, contractual profit margin, applicable penalties, administrative charges, and payments previously made. Such transparency would also be consistent with the principles governing financial disclosure and fairness in Islamic contractual arrangements emphasized by DSN-MUI fatwas.[39]

The legal considerations adopted by the judge demonstrate an integrative pattern of interpretation, commonly described as a *mixed interpretative approach*. Within legal reasoning theory, judges do not necessarily rely on a single interpretative method but may combine textual interpretation with teleological or purposive approaches to clarify the objectives of legal provisions and address potential ambiguity or normative gaps.[40] At the initial stage, textual interpretation was evident in the direct application of statutory provisions and contractual clauses to determine the rights and obligations of the parties. This approach corresponds with the contractual principles established under Article 1320 of the Indonesian Civil Code, particularly the requirement of mutual agreement or a meeting of minds.[41] The judge's reasoning was also interpreted as reflecting teleological or purposive considerations, particularly in relation to the objectives of legal certainty, contractual protection, and the prevention of unfair practices. Within this framework, DSN-MUI fatwas served as supplementary normative references for examining whether the contractual arrangement avoided prohibited elements, including excessive uncertainty (*gharar*) and injustice (*ẓulm*).[42]

Furthermore, the perspective of *maqāṣid al-sharīʿah* can be identified through the court's references to DSN-MUI fatwas and the incorporation of fundamental Islamic legal values, particularly distributive and commutative justice and the prohibition of unjust conduct in contractual relationships. This approach strengthens the religious legitimacy of the judicial resolution adopted by the court. The combination of textual, teleological, and *maqāṣid*-oriented considerations enriches the structure of legal argumentation and may enhance the acceptance of judicial decisions within the Islamic legal community. Nevertheless, internal consistency remains essential to prevent potential normative tensions between the positive legal framework and the principles of Islamic law.[43]

Overall, the judicial reasoning demonstrated analytical coherence and a systematic relationship between the establishment of material facts and the application of

[39] Muflihul Fadhil et al., "Peran Fatwa DSN-MUI Terhadap Kasus Wanprestasi Nasabah Pada Bisnis Syariah Di Indonesia," *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 2, no. 5 (2024): 265–71.
[40] E. Fernando M. Manullang, "Penafsiran Teleologis/Sosiologis, Penafsiran Purposive Dan Aharon Barak: Suatu Refleksi Kritis," *Veritas et Justitia* 5, no. 2 (2019): 262–85, https://doi.org/10.25123/vej.3495.
[41] Dwi Ratna Kartikawati, *Hukum Kontrak*, ed. MHKes. Dr. dr. H. Triono Eddy Mulianto., SpOG., MM.Kes. (CV. Elvaretta Buana, 2019).
[42] R. Jannah et al., "Perlindungan Konsumen Dalam Transaksi Syariah. ," *Jurnal Riset Rumpun Ilmu.* 4, no. April (2025): 295–315.
[43] Kemala Dewi and H. Khairunnas Jamal, "Konsep Keadilan Dalam Ekonomi Syariah," *Al-Muzdahir* 7, no. 2 (2025): 141–50.

relevant legal provisions. Nevertheless, several aspects require further development to strengthen the quality of judicial argumentation. First, the financial calculations underlying the financing claim were not presented in sufficient detail, indicating a need for greater transparency, particularly from an accounting perspective. Second, the defendant's good faith received limited consideration, although a more comprehensive examination of this principle could strengthen judicial reasoning. As discussed by Ismijati Jenie, good faith encompasses both subjective dimensions, referring to honesty, and objective dimensions, referring to propriety and fairness, as reflected in Article 1338(3) of the Indonesian Civil Code.[44] A more detailed evaluation of these dimensions could enrich judicial considerations, particularly when determining appropriate remedies and assessing the possibility of alternative dispute resolution mechanisms.[45] Furthermore, although the court demonstrated attention to procedural requirements concerning enforcement, the reasoning could have been strengthened by providing a more practical explanation of the implementation of conservatory attachment and the proportionality of subsequent enforcement measures. Such an explanation could draw upon Article 227 of the HIR, which regulates conservatory attachment to prevent the disposal or concealment of assets during litigation, while maintaining an appropriate balance between enforcement interests and the procedural rights of the parties. Strengthening these aspects would enable judicial decisions to satisfy not only formal legal reasoning standards but also the requirements of procedural justice and substantive legal certainty.[46]

The court's reliance on DSN-MUI fatwas concerning *murabahah* financing and the settlement of outstanding obligations emphasizes their role as normative instruments supporting the Islamic legal legitimacy of the measures pursued by the plaintiff, including collateral enforcement and the determination of outstanding receivables. Within the reasoning presented in the judgment, these fatwas were not treated merely as moral references but as operational normative considerations directly relevant to assessing the compliance of financing practices with Islamic economic law. This approach illustrates an effort to integrate positive law and Islamic legal principles, whereby DSN-MUI fatwas serve as a bridge between the requirements of legal certainty and Sharia compliance. Consequently, the judgment may be understood as seeking both formal juridical legitimacy and substantive legitimacy within the framework of Islamic economic law.

The findings of this study indicate several legal implications requiring normative and institutional attention. First, in disputes involving financial claims, courts should consider adopting more rigorous evidentiary standards by requiring detailed and verifiable financial calculations. Such measures are important for strengthening judicial

[44] Teguh Puji W, "Pengukuhan Prof. Ismijati Jenie : Itikad Baik Sebagai Asas Hukum," Universitas Gadjah Mada, 2007, https://ugm.ac.id/id/berita/2066-pengukuhan-prof-ismijati-jenie-itikad-baik-sebagai-asas-hukum/.

[45] Endeng, "Itikad Baik Para Pihak Dalam Melaksanakan Perjanjian Kerjasama (Studi Pembangunan Pasar Proklamasi Di Kecamatan Rengasdengklok Kabupaten Karawang)," *Jurnal Hukum Positum* 8, no. 1 (2023): 111–37.

[46] Muhammad Irfan et al., "Arti Pentingnya Pembuktian Dalam Proses Penemuan Hukum Di Peradilan Perdata," *Judge : Jurnal Hukum Volume* 05, no. 02 (2024): 74–81.

accountability and reducing the potential for subsequent disputes after judgments have been issued. Second, the good faith of the contracting parties should receive more systematic attention in judicial considerations, particularly as a relevant factor in determining appropriate remedies, evaluating the proportionality of sanctions, and assessing the feasibility of debt restructuring when supported by the factual and legal circumstances. Third, to enhance consistency in the adjudication of Islamic economic disputes, internal judicial guidelines should be developed concerning the presentation of financial calculations, the verification of accounting-based evidence, and the incorporation of DSN-MUI fatwas into the framework of Indonesian civil law. Fourth, stronger coordination among judicial institutions, banking supervisory authorities, and DSN-MUI is necessary to promote the harmonization of Islamic legal principles and national regulations, prevent normative inconsistencies, and reinforce legal certainty in Islamic economic dispute resolution.

Decision No. 1/Pdt.G.S/2024/PA.Pal represents an effort to integrate civil law provisions with Islamic legal legitimacy derived from DSN-MUI fatwas in the adjudication of Islamic economic disputes. Nevertheless, this integration has not fully achieved the desired standard of judicial accountability. The absence of detailed and transparent financial calculations, together with the limited examination of the defendant's good faith, indicates that judicial reasoning remains primarily oriented toward formal normative certainty rather than a comprehensive realization of substantive justice. In *murabahah* disputes, the calculation of outstanding financial obligations and the assessment of good faith are not merely technical considerations but are integral to the principles of justice (*ʿadl*), proportionality, and the protection of contracting parties under Islamic economic law. Therefore, Religious Courts should develop more transparent, systematic, and auditable standards of judicial reasoning. Without such methodological improvements, the harmonization of civil law and Islamic legal principles risks remaining symbolic rather than substantive. Strengthening judicial reasoning is consequently essential to achieving legal certainty that is not only formally valid but also consistent with Islamic legal principles and responsive to the demands of contractual justice.

CONCLUSION

Based on the research questions and objectives, this study concludes that the judicial reasoning employed in Decision No. 1/Pdt.G.S/2024/PA.Pal follows a systematic structure that can be analyzed through the Issue–Rule–Application–Conclusion (IRAC) framework. At the **Issue** stage, the central legal question concerned whether the defendant had breached the *murabahah* financing agreement. At the **Rule** stage, the judge referred to the Indonesian Civil Code, the Compilation of Sharia Economic Law (KHES), and fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). At the **Application** stage, these legal provisions were applied to the facts established during the proceedings, particularly through the examination of documentary evidence. Finally, at the **Conclusion** stage, the court affirmed the validity of the *murabahah* agreement and partially granted the plaintiff's claims. These findings

demonstrate that the judicial reasoning exhibited a structured and generally consistent approach to resolving the contractual dispute.

Regarding legal interpretation and Sharia legitimacy, the findings indicate that the judge adopted an integrative approach combining textual and teleological interpretation with the principles of *maqāṣid al-sharīʿah*. DSN-MUI fatwas served not merely as supplementary references but also as normative foundations for assessing the compliance of the *murabahah* financing arrangement with Islamic legal principles. This approach reflects an effort to harmonize Indonesian positive law with Islamic economic law. Nevertheless, although the judicial considerations relied substantially on documentary evidence and formal evidentiary rules, the analysis identified limitations in the transparency of financial calculations and the assessment of the parties' good faith. These shortcomings indicate that judicial reasoning requires further improvement, particularly in strengthening accountability, transparency, and substantive justice.

Overall, the findings demonstrate that while the judicial reasoning satisfied the requirements of systematic legal argumentation and normative legitimacy, greater attention to financial transparency and the assessment of good faith is essential for producing more accountable and substantively just decisions in Islamic economic dispute resolution. The integration of textual, teleological, and *maqāṣid*-based interpretations reflects an effort to reconcile formal legal certainty with Sharia compliance. However, the limited explanation of the financial calculations underlying the claim and the insufficient examination of the defendant's good faith may restrict the realization of substantive justice. This study is limited to a normative analysis of a single judicial decision and therefore cannot fully represent the diversity of judicial reasoning practices in Islamic economic disputes. Future research should employ comparative empirical approaches to examine similar decisions, particularly by investigating the verification of Islamic financial accounting practices and the implementation of good-faith-based debt restructuring mechanisms. Furthermore, the development of judicial guidelines for improving the auditability of financial considerations and strengthening institutional coordination with DSN-MUI is recommended to enhance the consistency, transparency, and substantive fairness of Islamic economic adjudication.

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