



Settlement of bad financing by one of the Sharia cooperatives through a simple lawsuit with property rights guarantee (No liens) in the Religious Court

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ABSTRACT

This study looks at how Sharia Cooperatives handle non-performing loans by filing a straightforward case in the Religious Court and securing a mortgage-free certificate of ownership. The following questions are part of the issue statement: (1) How can this cooperative resolve problematic finance legally? (2) What does the judge's ruling on funding with this assurance say in the Religious Court? A descriptive-analytical qualitative technique is used in this study. The data reveal that the procedure for resolving problematic financing consists of four parts: (1) kinfolk or discussion, (2) rescheduling, (3) collateral sale, and (4) litigation in religious courts. The procedure for lawsuit is governed by article 49 of Law no. 50 of 2009, which is an amendment to Law no. 3 of 2006 (i). To ensure the buyer's legal certainty and security, the sale of the collateral object must be conducted through the State Auction Office (KNL) in accordance with article 200 paragraph (1) HIR, if the certificate does not have a mortgage (HT) attached, as per the decision of the Religious Court. Part of the sale money goes toward paying off the defendant's debts to the plaintiff and covering the expenses of the auction and lawsuit. The other half goes back to the defendant. Findings from this study stress the need of creating sharia-compliant procedural legislation for religious courts to use when deciding sharia-compliant economic conflicts. The government and lawmakers are anticipated to promptly address procedural laws, while the Supreme Court has the authority to establish technical standards to bolster the responsibilities of religious courts.

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1. Introduction

A sharia cooperative is a kind of cooperative that does business in accordance with Islamic law. Following the fast expansion of Baitul Mal wa Tamwil (BMT) in Indonesia, which emerged

almost simultaneously with the formation of Bank Muamalat Indonesia (BMI) in 1992, sharia cooperatives started to gain attention and discussion. In the evolution of the sharia economy, particularly in the micro sector, the advent of BMT brought new hues and possibilities (Alam et al., 2023).

Baitul Mal wa Tamwil (BMT) started gaining attention in 1992, coinciding with the establishment of Bank Muamalat Indonesia (BMI), the first Islamic bank in Indonesia. Since the 1990s, BMTs have experienced significant growth in both number and operational scale. Initially, growth was modest, but as the concept gained acceptance, the number of BMTs increased rapidly. By the early 2000s, BMTs had established a strong presence across Indonesia, with thousands of units serving various communities. This growth has continued, with thousands of BMTs now operating throughout the country, catering to the financial needs of micro and small enterprises. Originally starting as small financial institutions, BMTs have expanded their services and capital base over the years. They now offer a wide range of financial products, including savings, financing, and investment services, tailored to the needs of micro, small, and medium enterprises (MSMEs). The formal recognition and support from regulatory bodies, such as the Indonesian Ministry of Cooperatives and SMEs, have also contributed to the institutional and operational growth of BMTs.

The development of BMTs and Islamic cooperatives in Indonesia has been driven by several key factors. The majority of Indonesia's population is Muslim, and there is a strong cultural and religious preference for financial products that comply with Islamic principles. BMTs provide a sharia-compliant alternative to conventional financial institutions, which has fueled their popularity. BMTs cater primarily to micro, small, and medium enterprises (MSMEs) that often lack access to conventional banking services. The need for accessible and affordable financing options for these businesses has driven the demand for BMTs. The Indonesian government has been supportive of the development of the sharia economy, including BMTs and Islamic cooperatives. Various policies and initiatives have been implemented to promote Islamic finance and provide a conducive environment for their growth. BMTs operate on a community-based model, which fosters trust and mutual support among members. This approach has been effective in building strong relationships and ensuring the sustainability of the institutions. BMTs have played a crucial role in promoting financial inclusion in Indonesia. By providing financial services to underserved and unbanked populations, they have contributed to broader economic development and poverty alleviation. BMTs have developed innovative financial products that cater to the specific needs of their clientele. These products include profit-sharing schemes, qard hasan (benevolent loans), and other sharia-compliant financial instruments that provide viable alternatives to conventional loans. Efforts to educate the public about the benefits and principles of Islamic finance have also contributed to the growth of BMTs. Increased awareness and understanding of sharia-compliant financial practices have encouraged more people to engage with BMTs.

The most effective means of providing low-income individuals with financial independence are cooperative financial organizations like BMT, which are founded on the principle of mutual aid and support. Procedures, processes, and payments are all examples of formal ideas that are at odds with more conventional financial methods (Widiyanto & Wibowo, 2016)

Cooperatives that operate in accordance with sharia law are known as sharia cooperatives. Baitul Mal wa Tamwil's (BMT) meteoric rise to prominence coincided with the 1992 launch of Bank Muamalat Indonesia (BMI), bringing sharia cooperatives into the spotlight for the first time. The introduction of BMT brought new perspectives and possibilities to the expansion of the sharia economy, particularly in the micro sector (Murniati & Junaidi, 2017).

A non-bank sharia microfinance organization, Baitul Mal wa Ttamwil (BMT) follows Islamic sharia principles and procedures that reference the Al-Qur'an and Hadith in its operations. Its philosophy of profit sharing and development of small enterprises is based on these principles (Tanjung & Novizas, 2023). Baitul Maal, meaning "house of funds" or "treasures," is the first of two terms that make up the modern Arabic-Indonesian dictionary's definition of Baitul Ma al wa Ttamwil. Here, the emphasis is on the collection and distribution of non-profit funds like Zakat, Infaq, and Shodaqoh. Second, an endeavor to amass and disperse commercial cash or earnings is what Baitul Tamwil is primarily characterized as (Sagara & Pratama, 2016).

The Sharia Cooperative collects and distributes monies from consumers or BMT members to members who need finances, as part of its business-oriented financial institution operations. Products that help members finance working capital and consumer spending are among the most popular offerings. (Irfana, 2021)

Distributing financing is one of KSPPS's business activities. Financing can be defined as the provision of funds through an agreement or agreements with a main agreement and additional agreements that provide compensation or profit sharing with a predetermined repayment period. There is always the chance that creditors may not repay the funding that KSPPS has extended to them, and this might threaten the survival of KSPPS (Ardianingsih dkk., 2023).

For risks to be reduced, BMT must practice good strategic management. In order to ensure the seamless operation of businesses and investments, banks that operate in accordance with sharia principles provide financial services to other parties in accordance with sharia principles. This type of banking is known as sharia bank financing management. set out (Asiyah, 2015).

An agreement to provide collateral is included in the supplemental agreement, which is an integral aspect of the primary agreement. Land certificate guarantees are common forms of collateral since land tends to appreciate in value, is hard to embezzle, and may be used to cover debts in the event that the debtor is unable to continue making payments. settle debts and prioritize creditors with mortgage claims (Nugroho et al., 2022).

The possessor of rights requires solid and legitimate proof in the form of land title certificates. Concurrently, the holder of land rights, as shown by a land certificate, has the legal right and power to use a piece of land for certain purposes.(According to Nae, 2013). Agricultural purposes, plantations, cattle, fisheries, construction, highways, parks, and even residential yard construction all make use of it. The purpose of land registration is to establish clear legal rights to property. The right to utilize and reap the benefits of property is vested in the landowner. Landowners also have the legal right to use the land itself, as well as any water or air above it, for activities directly connected to farming or other land-based activities. Besides that, a landowner can prove their ownership of a certificate by pledging their land, which can be collateral in the form of securities or land certificates, to a bank in order to get additional funds or specific financing through a mortgage right (MH, 2023).

Encumbering a land title certificate with mortgage rights is a necessary condition for obtaining credit facilities. It is important to pay close attention to the circumstances surrounding the assurance of non-mortgage land certificates by financial institutions. In banking, this kind of creditor is known as a separatist, and they will pose issues down the road if the title certificate is unencumbered with mortgage rights and the creditor does not have precedence in paying his receivables. A financing situation known as problematic financing occurs when there is a significant

deviation in the repayment of the loan, which may lead to repayment delays, the need of legal action for payback, or the risk of financial losses for the cooperative (Handayani, 2015).

When borrowers fail to make their loan payments as agreed upon, this is known as problematic financing or non-performing financing. This lowers the financing quality and puts the bank or BMT at risk of losing money. Non-Performing Financing (NPF) is a financial statistic that banks may use to gauge the risk of their financing by looking at how well they deal with troublesome loans. Since Sharia Cooperatives include a wide range of sharia economic activities, it stands to reason that competing interests among sharia economic players would inevitably lead to disagreements. The Religious Courts have the power to resolve sharia economic problems via litigation, as outlined in Law Number 3 of 2006 on changes to Law Number 7 of 1989 concerning Religious Courts in the Republic of Indonesia. Legal principles, such as the simple, fast, and low cost principles outlined in Article 2 paragraph (4) of Law Number 48 of the Year 2009 concerning Judicial Power, are also applicable in religious courts when resolving disputes.

Law 3 of 2006, which amended Law 7 of 1989, established the absolute authority of the Religious Courts to settle sharia economic disputes. Since then, the number of sharia economic disputes has been steadily rising, with different varieties of cases being submitted to the Religious Courts, particularly in areas or cities where Muslims constitute a majority. Both the HIR and the RBg take a long time to resolve cases because the existing procedural laws do not differentiate between cases with large and small material object values, which makes it difficult to resolve sharia economic disputes. Because there would be a mismatch between the worth of the contested matter and the expenses paid if cases with low and simple value are required to undergo a lengthy procedure in accordance with HIR and RBg. After ten years of the Religious Courts having the power to decide sharia economic cases, the Supreme Court issued Supreme Court Regulation Number 14 of 2016 regarding the Procedures Settlement of Sharia Economic Cases in an effort to address the gaps or deficiencies in civil procedural law pertaining to sharia economics and other areas of legal substance.

Although it has not been completely implemented, Supreme Court Regulation 14 of 2016 has laid out an easier way to accomplish the ideal of simple, rapid, and cheap cost. At the same time, judges have a heavy burden of community expectation to resolve issues in court in a way that reflects legal clarity, fairness, and expediency, making the judiciary a shelter for community aspirations and dreams. The settlement might use a straightforward litigation, as indicated in paragraph (2) of article 3. The need for expedited settlement of disputes and the desire to ensure that all parties involved felt fairly led to the creation of this regulation (Wantu, 2012).

The community is hoping and dreaming of judicial institutions that provide services that are easy, rapid, and affordable. More time lost in the dispute resolution process means more money out of pocket, which is especially true in the economics profession where the time needed to settle conflicts is very important. With the goal of swiftly resolving any issue in sharia economics without resentment or animosity on either side, the field's legal development necessitates simpler, faster, and less expensive dispute resolution procedures, particularly in basic legal relationships. in a way that does not add unnecessary complexity or time to the disagreement (Varida Ariani, 2018).

The goal of a straightforward litigation is to speed up the trial process while still achieving justice by establishing costs. When it comes to more complicated issues, the Indonesian people's access to justice helps them to address legal disputes via the Court's fair and effective processes, ultimately leading to a satisfied conclusion (Arifianti et al., 2017).

Conflict resolution in sharia-compliant financial matters must be conducted in accordance with sharia principles. Decisions or conclusions in the sphere of sharia economics must incorporate sharia principles as a foundation for adjudicating, as indicated in Article 5 of Perma 14 of 2016 about Procedures for Settlement of Sharia Economic Disputes. The investigator discovered a sharia cooperative with headquarters in Pati Regency that had gone to court by submitting a plain lawsuit to the Religious Court as a consequence of their investigation. This issue arises because some members or customers have made poor financing decisions at the Cooperative by using unencumbered property certificates as security. The possibility of non-return of disbursed money, also known as bad financing, is inherent in any KSPPS funding, as mentioned before. One of the Sharia Cooperatives is also dealing with this issue with their finance; the continuation of the Cooperative's operation is at risk until the problematic financing is handled.

Based on the information provided, the following is the problem statement that will be investigated: (1) How can Sharia cooperatives resolve issues related to poor financing? If the funding is secured by a certificate of ownership (i.e., not burdened with a mortgage), what is the judge's conclusion in a Religious Court case?

2. Method

This study examines relevant legal provisions and societal reality as a whole; it is an example of empirical juridical research, sometimes known as field research (Suharsimi, 2006). A key component of empirical juridical study is the examination of actual societal legal events through the lens of normative legal provisions and their practical execution (Muhammad, 2004). This study follows descriptive-analytical guidelines by outlining relevant statutes and regulations as they pertain to positive law, Islamic law, and the application of legal theory and practice in relation to the issues at hand (Soemitro, 1990). Research centered on legal material collected from a variety of sources, such as statutes, case law, scholarly publications, and other written works, is the essence of the legal material analysis methodology, which employs a qualitative approach

In this study, the field data collection methods will involve observing and documenting actual societal legal events and their alignment with normative legal provisions. This process will entail gathering firsthand information through various means such as interviews, surveys, and direct observation. The goal is to understand how legal norms are applied in real-life situations and to capture the societal realities surrounding these applications

To analyze both legal and field data, several criteria will be applied. The first criterion is relevance, which involves ensuring that the data collected is directly pertinent to the research questions and objectives. The second criterion is reliability, focusing on the consistency and dependability of the data sources. This involves cross-referencing data from multiple sources to verify accuracy. The third criterion is comprehensiveness, aiming to cover all necessary aspects of the legal and societal context related to the research topic. This comprehensive approach ensures a thorough examination of both the legal texts and their practical implementation.

The method of analysis used to interpret the qualitative data collected will be descriptive-analytical. This approach involves outlining and explicating relevant statutes, regulations, and legal theories as they pertain to positive law, Islamic law, and their practical applications. The descriptive-analytical method will help in systematically describing the legal

framework and then analyzing how it is implemented in society. The analysis will draw on legal material collected from a variety of sources, including statutes, case law, scholarly publications, and other written works, employing a qualitative approach to synthesize and interpret the data comprehensively. This method aims to provide a detailed understanding of the interplay between legal provisions and their real-world execution, thereby offering insights into both the theoretical and practical dimensions of the issues being studied.

3. Analysis and Results

According to the author's study, KSPPS recommends that members who are having trouble making ends meet try to work out their differences via discussion. You have three days from the due date to make a repayment via KSPPS. Meanwhile, KSPPS reached out to members to arrange for payments to be made in installments. When members are called and do not respond, the KSPPS will personally visit their residence to determine the cause of their late installment payments. In the event that the KSPPS's visit does not provide positive results, the KSPPS will pay the agreed-upon sum in kifarati. If a member's payment is five days overdue, he will be charged five times the kifarati since it applies every day. To illustrate the point, Mr. Sobri did not pay until the 23rd, even though it was due on the 20th. Therefore, if he did not make the payments by the 23rd, he would be liable to kifarati (Azizah, 2014).

Nevertheless, in the event that a member is unable to settle their debt because of unforeseen circumstances (e.g., a child's illness or a natural catastrophe), the KSPPS will alleviate some of the financial strain by reducing the kifarati, takwid, and nisbah. A member's capacity to pay their installments determines the amount deducted.

The cooperative will continue to wait for the member's good faith without presenting a case if there is no news from them or if it appears as though they have vanished. This is because, ultimately, if the collateral is SHM, the member will undoubtedly need them at some point, and the cooperative will return to collect payment. For this reason, a SHM guarantee is preferable when arranging finance. Simply said, this SHM Certificate will be cherished for generations to come, and its value will be high enough that it will be redeemed from the KSPPS (Bari dkk., 2023).

As an additional option, KSPPS may pursue legal action if the amount of the outstanding payments is less than 5 million. Because KSPPS will have to deal with a lot of losses. Consequently, the KSPPS reviewed it before to legal action. Even though the contract states that the KSPPS may remove the collateral object used as collateral if a member suffers default for three months, the deliberative route is nevertheless tried first. The court has the authority to seize collateral via litigation, thus the KSPPS does not simply remove the item. In order for KSPPS to seize the collateral item, the member must first become aware of their mistake and then personally surrender it to KSPPS.

The KSPPS will grant a member's request to prolong the payment term, but only after the member has paid the ratio in full, without the principal, the first time around. Members who have issues with murabahah financing due to late installment payments are nevertheless issued a Warning Letter (SP). The member is required to complete this SP three times before they are ready to pay in good faith. If the member's good faith is not restored within three months, the KSPPS will seek legal counsel to serve a summons on the member. Thus, a lawyer issuing the subpoena is responsible for the subpoena procedure, while KSPPS continues to assist members in receiving the subpoena. To provide members who are in default a chance to pay the payments before a lawsuit is filed, this summons is being sent out. The summons is an invitation to members to visit the cooperative with the purpose of paying off their obligations.

Since the KSPPS Account Officer (AO) places a higher priority on billing and subpoenas, KSPPS handles these tasks internally. The only thing that attorneys do is keep tabs on how far along the path to court for addressing non-performing financing is.

When a member goes into default and doesn't have any news or runs away from home, the KSPPS tries to get in touch with others who may be able to help them find out what happened. It is KSPPS's fault if you do not get any information; otherwise, KSPPS can incur poor credit.

At the same time, the KSPPS will determine who purchased the collateral item if it is transportable and the thing has been sold. The KSPPS will consult with the buyer to see whether the item may be used as collateral if you have already met with them. As a remedy, KSPPS suggests that the buyer sell the guarantee to them for the same amount or even more, so that they are more inclined to part with the item. Since KSPPS may sell the item with a vehicle certificate if the buyer wishes to transfer ownership, the member's deficit can be settled using the proceeds from the sale.

If the KSPPS's several attempts at deliberation fail, they will resort to legal means, namely the Religious Courts, to resolve the matter. So, to sum up, the following is how KSPPS's finance issues were resolve:

3.1 Discussion

In such a situation, members are always offered the chance to settle the debt by getting in touch with them or even paying a personal visit to their residence along with a warning letter; kifarati is reduced in the event that the member's financial difficulties decrease. In order for KSPPS parties to provide the best solution, this discussion gives members a chance to explain why they are late with payments. The resolution will go on to the next round if the current round of discussions fails to produce a satisfactory outcome or a consensus.

a. Rescheduling

In the event that the KSPPS's deliberative settlement process is unsuccessful in determining an optimal solution, the parties involved will adjust the payment schedule such that the installment time is extended.

b. Guarantee sales

To help members who are having trouble making ends meet, KSPPS will next sell guarantees. When selling this collateral, KSPPS must first get clearance from the member holding the collateral before selling the guaranteed assets. Here, members of the KSPPS have the option to sell the collateral item on their own or have it sold by the KSPPS. The money that comes from the sale will go toward paying off the member's non-performing loan. The member will get their money back if there's any leftover from selling the guarantee.

c. Litigation Process

After exhausting all other avenues for resolving member financial issues, the KSPPS will resort to litigation as a last resort. It is the Religious Court's prerogative to rule on disputes involving money. When it comes to the subtraction of murabahah bills (Khashm Fi Al-Murabahah), the author believes that KSPPS's settlement methods are in line with DSN Fatwa No. 46/DSN-MUI/11/2005 (Mardani, 2020). Regarding the rescheduling of murabahah bills, the National Sharia Council issued Fatwa No. 48/DSN-MUI/II/2005. Customers who are unable to finish or repay the financing within the agreed upon time frame may be eligible to have their murabahah payments rescheduled by LKS. In addition to Fatwa No. 47/ DSN-

MUI/II/2005 of the National Sharia Council, which deals with the collection of overdue murabahah payments via the sale of the collateral item of the member (Arwani, 2016). Nonetheless, in order to address the murabahah financing issues at KSPPS that have been causing litigation, two laws were passed: Law no. 3 of 2006 and Law no. 50 of 2009. These laws amended Law no. 7 of 1989 regarding Religious Courts, specifically expanding their authority to examine, decide, and resolve cases related to sharia economics, as stated in article 49 letter (i). Therefore, the potential of addressing funding issues via litigation in the Religious Courts is not excluded in this situation. Sharia law (as codified in the DSN-MUI Fatwa and the Compilation of Sharia Economic Law) is being followed in order to address the funding issues at KSPPS.

From what we can see from the foregoing, the Religious Court Decision was implemented in line with the requirements of Law number. 7 of 1989, which was then revised into Law no. 3 of 2006, and finally to Law no. 50 of 2009, both of which deal with religious justice. There are two ways sharia economic matters may be handled, according to Supreme Court Regulation 14 of 2016. One is the conventional technique, and the other is the basic method. According to Supreme Court Regulation No. 2 of 2015, which deals with Procedures for Simple Claims, or small claims court, sharia economic matters are handled in a straightforward way. At the same time, that is now Supreme Court Regulation 4 of 2019. The customary approach to sharia economic matters continues to make reference to the relevant laws and regulations (Susanto, 2021).

Simple procedures for sharia economic matters are outlined in the following provisions: The claim's value cannot exceed IDR 500 million; the parties' domiciles are in the same jurisdiction; no parties can have competing interests; the defendant's address must be known and within the same area of residence; cases can only be registered electronically/e-court in compliance with statutory regulations; and there can be no more than one plaintiff and defendant. The registration of cases and the filing of evidence must occur simultaneously; judges and court clerks must be appointed no later than two days; a single judge; a preliminary examination; the absence of mediation; the presence of both the plaintiff and the defendant, regardless of whether they are represented by attorneys; The plaintiff's failure to present at the first hearing, without a legitimate excuse, renders the complaint null and void. There is only a lawsuit and an answer in an examination. The court has the power to seize security items that belong to either the plaintiff or the defendant, depending on who is in charge. Cases are typically resolved within 25 days of the first hearing. Decisions are typically delivered no later than 2 days after they are pronounced. The only legal action available is to submit an objection, which must be done either 7 days after the decision is pronounced or after notification of the decision. Neither an appeal nor a cassation is possible. A case involving many defendants might be brought before the ecclesiastical court in the jurisdiction of the debtor's residence (Sarwono, 2011).

Legal action is hence KSPPS's final resort when dealing with dubious funding. Truly, the KSPPS followed protocols while addressing funding issues related to land certificate guarantees that were not tethered to mortgage rights. As long as the amount requested for financing is less than 50 million, KSPPS will continue to assure its members that the land certificate will not be linked to mortgage rights. Little financing. Specifically, KSPPS isn't afraid to face the fallout, as guaranteed land certificates aren't linked to mortgage rights (Setiawan, 2024).

Although it is not required nor does it terminate the agreement on receivables and debts, tying a mortgage right to guarantee a land certificate expedites the execution of the collateral and gives the debtor an advantage over other creditors (Rachmayani & Suwandono, 2017).

The following is the ruling of the Religious Court on the matter of what occurs in the event that financing is not approved using a mortgage-free land certificate as collateral: The absence of the Deed of Granting Mortgage Rights (APHT) and the power of attorney to impose mortgage rights (SKMHT) are symptoms of an uninstalled mortgage right (HT). In accordance with the provisions of Law No. 4 of 1996, which governs Mortgage Rights, the Plaintiff, in their capacity as the lender, retains the authority to seize or assign the collateral land/or goods pledged to a third party in order to settle the Defendants' debts to the Plaintiff. According to Article 200, Paragraph 1, of the HIR, the sale of these collateral items must be conducted by the State Auction Office (KNL), an authorized official, in order to safeguard purchasers from potential future issues and prevent the Defendants from incurring more losses. The proceeds of the sale will then be utilized to settle the Defendants' debts to the Plaintiff and cover any additional expenses that may arise.

According to the author, the best way to resolve bad financing is to follow the steps taken by a Sharia Cooperative until the lawsuit is filed in accordance with the law. This involves filing a simple lawsuit with an estimated trial time of no more than 25 days, which is simpler than an ordinary lawsuit. However, it is still necessary to bind mortgage rights to guarantee the land certificate, which can be risky if the customer doesn't intend to complete the financing, so it will take longer to complete.

4. Conclusion

Attempting a mutually agreeable resolution via discussion or amicable means is the first step in the legal process for addressing problematic financing by a sharia cooperative. The second option is to reschedule. We guarantee the third sale. Finally, the procedure for a lawsuit. The reason for this is that religious courts are now entrusted with the additional responsibility of reviewing, ruling on, and resolving cases pertaining to sharia economics, as outlined in article 49 (i) of Law No. 50 of 2009, which supersedes Law No. 3 of 2006, which explains this in further detail.

If the mortgage right (HT) is not installed, then the Deed of Granting Mortgage Rights (APHT) does not appear and the power of attorney to impose mortgage rights (SKMHT) is not installed. This is in relation to the decision of the Religious Court regarding what happens if financing fails with the guarantee of a land certificate that is not encumbered with mortgage rights. In accordance with the provisions of Law No. 4 of 1996, which governs Mortgage Rights, the Plaintiff, in their capacity as the lender, retains the authority to seize or assign the collateral land/or goods pledged to a third party in order to settle the Defendants' debts to the Plaintiff. According to Article 200, Paragraph 1, of the HIR, the sale of these collateral items must be conducted by the State Auction Office (KNL), an authorized official, in order to safeguard purchasers from potential future issues and prevent the Defendants from incurring more losses. The proceeds of the sale will then be utilized to settle the Defendants' debts to the Plaintiff and cover any additional expenses that may arise.

Since religious court proceedings involving sharia economics can give rise to issues directly related to sharia principles, a body of formal law tailored to the unique circumstances of religious courts is required for the resolution of economic disputes. This is why it is imperative that the government and its legislative bodies, notably the People's Representative Council (DPR), work quickly to establish this procedural legislation protecting religious liberty. We hope that the Supreme Court will issue technical guidelines in the form of Supreme Court Circulars (SEMA) or Supreme Court Regulations (PERMA) to assist religious courts in carrying out their duties and authorities, as there are currently no such regulations.

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