

THE IMPLEMENTATION OF RESCHEDULING IN MURĀBAHAH MICRO FINANCING AT BANK SYARIAH MANDIRI INDONESIA

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Abstrak: *The Implementation of Rescheduling in murābahah micro financing at Bank Syariah Mandiri Indonesia* Penelitian ini merupakan analisis penjadwalan ulang pembiayaan mikro murabahah di Bank Syariah Mandiri Cabang Dumai, Indonesia. Ada banyak bank syariah di Indonesia yang mengalami masalah karena pembiayaan yang belum dibayar dan dapat menurunkan kinerja bank. Oleh karena itu, bank menerapkan penjadwalan kembali pembiayaan mikro murabahah untuk menghindari melebihi tingkat yang ditetapkan oleh Bank Indonesia sebesar 5%. Penelitian ini dilakukan untuk menganalisis secara mendalam tentang penjadwalan kembali pembiayaan mikro murabahah yang dilaksanakan oleh Bank Syariah Mandiri Cabang Dumai, Indonesia. Penelitian ini menggunakan metode pengumpulan data dengan observasi, wawancara dan data perpustakaan yang kemudian dianalisis dengan menggunakan metode induktif, deduktif dan komparatif. Hasil dari penelitian ini adalah dalam pelaksanaan penjadwalan ulang pembiayaan mikro murabahah, terdapat tiga syarat, yaitu 1) tidak menambah jumlah sisa hutang, 2) biaya dalam proses penjadwalan ulang adalah biaya aktual, dan 3) tambahan waktu pembayaran harus berdasarkan kesepakatan kedua belah pihak. Dari kondisi ini, bank hanya melakukan dua, yaitu tidak menambah jumlah sisa hutang dan menambah waktu pembayaran, sementara bank masih mengenakan pelanggan dengan biaya penjadwalan ulang atau penalti yang menyulitkan pelanggan. Karena itu, ada tiga saran dari peneliti yaitu memberikan waktu pembayaran yang luas, menjadwal ulang tanpa biaya yang dibebankan

kepada pelanggan (penalti) kecuali biaya aktual seperti biaya administrasi dan konversi kontrak pembiayaan murabahah menjadi kontrak pembiayaan qarḍ

Kata kunci: *penjadwalan ulang; pembiayaan mikro murābahah; Bank Syariah Mandiri*

Abstract: *The Implementation of Rescheduling murābahah micro financing at Bank Syariah Mandiri Indonesia. This research is an analysis of the rescheduling of murābahah micro financing in Bank Syariah Mandiri Branch Dumai, Indonesia. There are many Syariah banks in Indonesia experiencing problems due to unpaid financing and can lower bank performance. Therefore, the bank is implementing the rescheduling of murābahah micro financing to avoid exceeding the level set by Bank Indonesia of 5%. This research was conducted to analyze in depth about the rescheduling of murābahah micro financing implemented by Bank Syariah Mandiri Branch Dumai, Indonesia. This research uses data collection method by observation, interview and library data which then analyzed by using inductive, deductive and comparative method. The result of this research is in the implementation of rescheduling the murābahah micro financing, there are three conditions, namely 1) not increasing the amount of remaining debt, 2) the costs in the rescheduling process are the actual costs, and 3) the additional payment time must be based on the agreement of both parties. From these conditions, the bank only does two, namely not increasing the amount of the remaining debt and adding payment time, while the bank is still wearing the customer with the rescheduling or penalty fees that make it difficult for the customer. Because of that, there are three suggestions from the researcher that is to provide a wide payment time, reschedule without the costs charged to the customer (penalty) except the actual costs such as administrative costs and conversion of murābahah financing contract into a qarḍ financing contract.*

Keywords: *rescheduling; murābahah micro financing, Bank Syariah Mandiri Branch Dumai*

INTRODUCTION

Islam is the guide of human life and it is created to bring mankind to the happiness of the world and the (*falāh*) as enshrined in the Quran dan ḥadīth. Islam also regulates human life in various aspects,¹ whether *'ubūdīyyah* or *mu'āmalah*.² In addition to the above principles, Islamic law has a moral Islamic economy known as "Golden Five", namely justice, freedom, equality, participation, and accountability.³ Financing Philosophy of Bank Syariah must meet Shariah and economic aspects.⁴ One of the forms of Bank Syariah financing is *murābahah*, that is, the bank finances the purchase of an item or asset on behalf of the customer and adds the mark-up (resale) before reselling to the customer, then payment is made for a certain period of time or in installments. In order to provide

¹ This global Quranic teaching is parallel to the human nature that is dynamic following the changing times. When the majority of Quranic verses are absolute and detailed, people will be bound, thus inhibiting the development of society. This is the wisdom of the verses of the verses. See Harun Nasution, *Akal dan Wahyu dalam Islam* (Jakarta: UI Press, 1986), p. 29; Adiwarmar Karim, *Sejarah Pemikiran Ekonomi Islam* (Jakarta: PT. Raja Grafindo Persada, 2004), p. 5; J. Michael Taylor, 'Islamic Banking the Feasibility of Establishing an Islamic Bank in the United State,' *American Business Law Journal*, 40 (2003), pp. 387.

² Nima Mersadi Tabari, 'Islamic Finance and the Modern World: The Legal Principles Governing Islamic Finance in International Trade,' *Journal Company Law*, 31/8 (2010): pp.249-254.

³ Muhammad Fadel, 'Shari'a: Islamic Law in Contemporary Context,' *Journal of Law and Religion*, 24 (2009): p.102; Faisal, 'Restrukturisasi Pembiayaan Murabahah dalam Mendukung Manajemen Resiko Sebagai Implementasi Prudential Principle Pada Bank Syariah di Indonesia,' *Jurnal Dinamika Hukum*, 11/3 (2011), pp.463-471.

⁴ Veithzal Rivai, *Islamic Banking: Ekonomi Islam Bukan Opsi Tetapi Solusi* (Jakarta: Bumi Aksara, 2010), p.680; Muhammad, *Manajemen Pembiayaan Bank Syariah* (Yogyakarta: Unit Penerbit dan Percetakan AMP YKPN, 2005), p.17.

financing to customers, banks must conduct an analysis so that financing is not problematic. Therefore, banks must implement a regulatory system to avoid any non-performing financing that may reduce the performance of the bank. Among the weaknesses of the bank are the terms of the study, the customer's perception, and the external and internal factors (governmental legislation, business risks or disasters).⁵ Islamic Banking requires rescheduling measures to overcome non-performing financing not to exceed Bank Indonesia's 5%. Therefore, this study aims to analyze rescheduling of micro *murābahah* financing at Bank Syariah Mandiri of Indonesia

Understanding Murābahah According To Fiqh

The word *murābahah* comes from the verb *rābaḥa*, *yurābiḥu*, *murābaḥatan*. His original verb is from *fī 'il thulāthi* is *rabaḥa*. In the dictionary of *Lisān al-'Arabī, perkataan al-ribḥu*, *al-rabaḥu* dan *al-rabbāḥu* have the same meaning of increase or growth in business.⁶ While Ibn al-'Arabi states that the words *al-ribḥu* and *al-rabaḥu* mean profit in business. The combination of these definitions leads to the understanding of *al-ribḥ* as a profit from capital rounds whether it is through jobs, transactions and any transactions conducted individually or

⁵ AS. Mahmoeddin, *100 Penyebab Kredit Macet* (Jakarta: Pustaka Sinar Harapan, 1994), p. 14-15.

⁶ Abū al-Faḍl Jamāl al-Dīn Muḥammad Ibn Mukarram Ibn Manzūr, *Lisān al-'Arab*, vol. 4 (Qāhirah: al-Dār al-Miṣriyyah li al-Ta'lif wa al-Tarjamah, 1954), p. 268; al-Fīrūzābādī, *al-Qāmūs al-Muḥīṭ*, vol. 1 (Bayrūt: Dār al-Fikr, 1983), p. 221; Ascarya, *Akad dan Produk Bank Syariah* (Jakarta: Rajawali Press, 2011), p. 81-82.

collectively.⁷ While *murābahah* is a word derived from the verb *rābaḥa* which means mutual benefit between buyer and seller ie acquiring goods and possessing something.⁸

Murābahah should be used as a fundamental contract for a financing product.⁹ Although, there is no Qur'anic verses and traditions which mention directly the necessity of *murābahah* contracts, but the necessity is understood through the priority of the verse regarding the necessity of buying, profit-taking, loss and.¹⁰ Although the fuqaha give various definitions of *murābahah*, yet all of them have the same meaning. According to Ibn al-Ḥumām, *murābahah* is a contract of handing over a business belonging to a person, based on the cost of the original price on the first contract, as well as increasing profit, by informing the buyer.¹¹ The agreed profits can be either

⁷ Nur Kholis, 'Murābahah sebagai Instrumen Pembiayaan Islam: Konsep dan Pelaksanaannya di Baitul Mal Wattamwil (BMT) Yogyakarta,' (Disertasi Sarjana, Jabatan Syariah dan Ekonomi, Akademi Pengajian Islam, Universiti Malaya, Kuala Lumpur, 2006), p. 34.

⁸ Nor 'Azzah Kamri & Fadhilah Mansor, 'Aplikasi Konsep *al-Murābahah* dalam Penawaran Instrumen di Institusi Perbankan Islam di Malaysia,' *Prosiding Seminar Kewangan Islam* (Kuala Lumpur: Akademi Pengajian Islam Universiti Malaya, 2002), 126. Lihat pula Nur Kholis, "Murābahah Sebagai Instrumen Perbankan Islam: Konsep dan Pelaksanaannya di Baitul Mal Wattamwil (BMT) Yogyakarta Indonesia", p. 38.

⁹ Imām 'Alāw al-Dīn Abī Abū Bakr Ibn Mas'ūd al-Kāsānī, *Badā'i' al-Ṣanā'i' fī Tariḫ al-Sharā'i'*, vol. 5 (Bayrūt: Maṭba'ah al-'Āshimah, t.t.), p. 220.

¹⁰ Joni Tamkin Borhan, 'Bay' *al-Murābahah* in Islamic Commercial Law,' *Jurnal Syariah*, 6 (1998): 53; Abdullah Saeed, *Islamic Banking and Interest: A Study of the Prohibition of Ribā and Its Contemporary* (Leiden: E.J. Brill, 1996), p. 76.

¹¹ Al-Imām Kamāl al-Dīn 'Abd al-Rāḥid al-Sirāsi Ibn al-Ḥumām, *Sharḥ Faḥ al-Qadīr*, vol. 5 (Bayrūt: Dār al-Kutub al-'Ilmiyyah, 1970) p. 252

determined in the form of a certain amount of money or in a certain percentage of its purchase price ratio, for example 10% or 20%.¹²

Ibn Qudāmah defines as a form of transaction that sells an item with a capital price and increases its known profit.¹³ Al-Imām Mālik also explains that *murābahah* is that when he sells something by taking a dirham for every dirham of the capital he or she or half of the dirhams he has issued, or eleven dirhams for each of the ten dirhams of the capital he issued, either fortunately little of the capital or luckily more than capital, depends on the consent of both parties.¹⁴ Al-Imām Mālik bases the validity of *murābahah* with '*amalu ahli al-Madīnah* "There is a consensus of opinion here (Medina) about the law of people who buy clothes in a city, and return it to another city to sell it based on an agreement on profit". Al-Imām al-Shāfi'ī, accepts the *murābahah* validity. He states: "If a person shows a

¹² Al-Sharbīnī Muḥammad al-Khaṭīb, *Mughnī al-Muhtāj*, vol. 2 (Qāhirah: Sharīkah Maktabah wa Maṭba'ah al-Muṣṭafā al-Bābī al-Ḥalābī wa Awlādih, 1958), p. 77; Dewi Nurul Musjtari, *Penyelesaian Sengketa Operasional Bank Syariah* (Yogyakarta: Nuha Medika, 2000), p. 55; Muhammad, *Sistem dan Prosedur Operasional Bank Syariah* (Yogyakarta: UII Press, 2000), p. 22.

¹³ 'Abd Allāh Ibn Aḥmad al-Maqdisī Ibn Qudāmah, *al-Mughnī wa al-Sharḥ al-Kabīr*, vol. 4 (Bayrūt: Dār al-Kutub al-'Arabī, 1972), p. 102; Syams al-Dīn al-Syaikh Muḥammadal-Dasūqī (t.t.), *Ḥasyiyah al-Dasūqī 'alā al-Syarḥ al-Kabīr*, juz 4 (Bayrūt: Dār al-Fikr), p.159; Ahmad Maulidizen & Mohammad Taqiuddin Mohamad, '*Murābahah* Sebagai Instrumen Pembiayaan dalam Keuangan Islam Modern,' *Jurnal Ijtimiyyah*, 11/1 (2018): p.303-332.

¹⁴ 'Abd al-Salām Ibn Sa'īd Ḥabīb al-Tanūkhī Ṣaḥnūn, *al-Mudawwanah al-Kubrā*, vol. 3 (Bayrūt: Dār al-Ṣadīr, t.t.), p 325

commodity to someone and says, " You buy it for me, I'll give you this kind of profit, this way ", then the person bought it, then the transaction is valid".¹⁵ Al-Imām al-Nawawī, one of the figures in the Shāfi'ī school states *murābahah* legally according to the law without any objection.¹⁶

Ibn Rushd define *murābahah* as a sale and purchase of goods at a price of capital with the added benefit agreed upon.¹⁷ Ulama' Ḥanafī justifies it based on the essential condition for the legitimacy of the sale in it, and also because humans need it.¹⁸ Thus *murābahah* is the sale of goods at a certain price which includes the purchase price and the profit margin and the price is agreed upon by both contracting parties.¹⁹ Using the *murābahah* method, the owner of the goods (the bank) entered into a sale and purchase agreement with the customer. In this case the client as partner applying from the bank to purchase an asset for it. The bank will purchase the required assets and will sell to the customer at a price level covering the initial costs plus

¹⁵ Muḥammad bin Idrīs al-Shāfi'ī, *al-Umm* (Qāhirah: Dār al-Sha'b, 1968), p. 33.

¹⁶ Abū Zakariyyā Muḥy al-Dīn bin Sharf al-Nawawī, *Rawḍah al-Ṭālibīn* (al-Maktab al-Islāmī li al-Tabā' wa al-Nashr, t.t.), p.526.

¹⁷ Muḥammad Ibn Aḥmad Ibn Muḥammad Ibn Rushd, *Bidāyah al-Mujtahid wa Nihāyah al-Muqtaṣid*, vol. 2 (Bayrūt: Dār al-Qalam, 1988), p.216.

¹⁸ Abdullah Saeed, *Islamic Banking and Interest: A Study of the Prohibition of Ribā and Its Contemporary Interpretation*, 77. Lihat pula Nur Kholis, "Murābahah Sebagai Instrumen Perbankan Islam: Konsep dan Pelaksanaanya di Baitul Mal Wattamwil (BMT) Yogyakarta Indonesia", p.31.

¹⁹ Muhammad Taqi Usmani, *An Introduction to Islamic Finance* (London: Kluwer Law International, 2002), 41; Muḥammad Ṣalāh Muḥammad al-Ṣāwī, *Musykillah al-Istithmār fī al-Bunūk al-Islāmiyyah* (Jeddah: Dār al-Mujtama', 1990), p.198.

the surplus is subject to the agreement of both parties.²⁰ The customer will repay in installments in accordance with the agreed period of time without any interest or interest imposed on the loan. It is, therefore, understandable that the current *murābahah* mechanism is a merchandise scheme of goods between the parties who agree on the price summarizing the price of goods and profits.²¹

RESEARCH METHODOLOGY

This research is field research focusing on the rescheduling of *murābahah* micro financing, the factor that is the basis of Bank Syariah Mandiri Dumai Branches to reschedule *murābahah* micro finance and identify implementation whether appropriate or not. This study was conducted at Bank Syariah Mandiri Branch Dumai, this election

²⁰ Joni Tamkin Borhan, 'Falsafah Ekonomi dan Instrumen *Mu'āmalah* dalam Amalan Perbankan Islam di Malaysia,' *Jurnal Usuluddin*, 13 (2001): p.131; Muhammad Sholihuddin, *Kamus Istilah Ekonomi, Keuangan dan Bisnis Syariah* (Jakarta: PT. Gramedia Pustaka Utama, 2011), p.111; Adrian Sutedi, *Perbankan Syariah Tinjauan dan Beberapa Segi Hukum* (Bogor: Ghalia Indonesia, 2009), p.95.

²¹ Muḥammad Sulaymān al-Asyqar, "*bay' al-murābahah kama Tajrīhi al-Bunūk al-Islāmiyyah*", dalam Muḥammad Sulaymān al-Asyqar et al., *Buḥūth Fiqhiyyah fī Qaḍāyā Iqtisādiyyah Mu'āshirah*, vol. 1 ('Ammān: Dār al-Nafā'is, 1998), p.71; Sudin Haron, *Prinsip dan Operasi Perbankan Islam* (Kuala Lumpur: Berita Publishing Sdn. Bhd., 1996), p.318; Muhammad Syafi'i Antonio, *Bank Islam dari Teori ke Praktek* (Jakarta: Gema Insani Press, 2011), p.101; Muḥammad Ṣalāḥ Muḥammad al-Ṣāwī, *Musykillah al-Istithmār fī al-Bunūk al-Islāmiyyah*, p.199-200; Sami Hamoud, *Islamic Banking* (London: Arabian Information Ltd., 1985), p.237; Adiwarman Karim, *Bank Islam (Analisis Fiqih dan Kewangan)* (Jakarta: PT. Raja Grafindo Persada, 2004), p.113; Burhanuddin S., *Aspek Hukum Lembaga Kewangan Syariah* (Yogyakarta: Graha Ilmu, 2010), p.73

was made because this bank is the highest Islamic asset in Indonesia and recorded the highest failure rate in the payment. The authors use the method of collecting data in documentation, interviews conducted by purposeful sampling, interviewing particular individuals, especially those who are empowered in one area of the study, among them; Head of Bank Syariah Mandiri Branch Dumai, Mohmmad Fadjar, Marketing Division of Bank Syariah Mandiri Branch Dumai, M. Restu al-Fahmi and Arfan Maulana, and Syariah Supervisory Board of Bank Syariah Mandiri Branch Dumai. While the data analysis method is divided into three parts namely inductive, deductive and comparative

Implementation of Rescheduling of Murābahah Micro Financing At Bank Syariah Mandiri Indonesia

a. Definition

The rescheduling of financing is a way banks take on financing that still have business capabilities, energy, affordability and good determination and purpose to minimize the probability of losses and to save back the financing provided. There are two ways to overcome problematic financing at Bank Syariah Mandiri Dumai Branch, namely the restructuring of financing and the sale of collateral. Bank restructuring is a rescheduling done by modifying some or all of the existing arrangements in the financing agreement, whereas the sale of the collateral is to sell the goods made by the

customer based on the power of attorney selling the collateral from the customer then the proceeds of the sale are used to settle the debt to the bank.²²

b. Rescheduling Terms

The criteria considered in performing the rescheduling of the financing is to examine the aspect of customer's ability to pay and business development well enough and customer's ability after rescheduling. Rescheduling implementation is based on client's letter of application and is supported by Analysis Notes and supporting evidence (client financial reports, new contracts obtained by customers and other clear payment sources) The rescheduling will be analyzed based on the factors considered customer business has good prospects and is able to pay obligations based on cash flow projections for productive and consumer financing customers ²³

c. The Frequency of Rescheduling

Rescheduling was implemented 3 times for *murābahah* microfinancing.²⁴ Example: Customer A has applied for financing from Bank Syariah Mandiri Dumai Branch with micro financing *murabahah*. Within the prescribed time frame, the customer has the opportunity to request a rescheduling of the financing 3 times

²² *Ibid*; Muhammad Sholihuddin, *Kamus Istilah Ekonomi, Keuangan dan Bisnis* ^{Syariah}, p.150.

²³ *Ibid*

²⁴ *Ibid*

d. Application Decision and Rescheduling Analysis

Rescheduling must be based on customer's request letter. The letter of application can be verified and authenticated by the finance division, the customer attaches the entire document signature before the rescheduling analysis is processed. Then the rescheduling analysis results are included in the Funding Restructuring Analysis Notes.²⁵

e. Rescheduling Committee

Rescheduling Committee; the resolution of the rescheduling committee refers to the financing rules on the organization and the funding committee. In the rescheduling process there is a funding break-off committee, which is in charge of managing rescheduling of funding. The rescheduling customer in the category of quality is seamless and in special attention will be administered by the Business Management Unit of Financing. While customers in the category of quality are less smooth and dubious are set by the Business Unit.

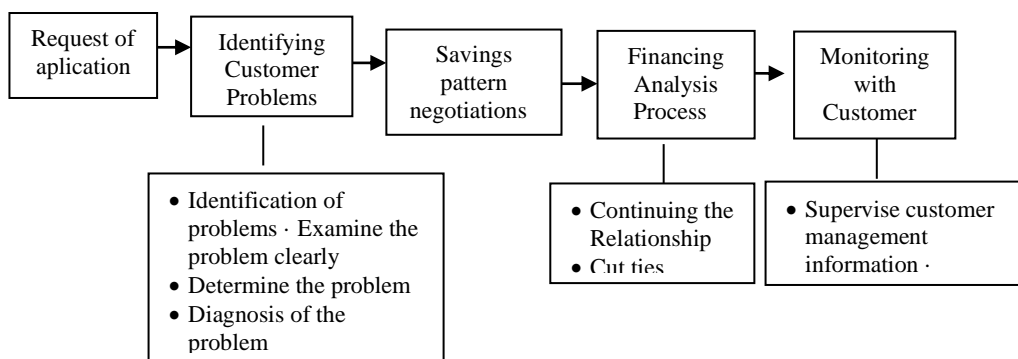
f. Procedures of Rescheduling

The rescheduling is done by extending the funding period without the addition of a customer's outstanding balance. The rescheduling of the financing may be effected on the written

²⁵ M. Restu al-Fahmi (Marketing Division of Bank Syariah Mandiri, Dumai Branch), in his interview with the author on January 10, 2019

request from the customer. Referring to the written application to the bank, it is necessary to go through several stages, namely;

Table 1 Implementation of Rescheduling



Source: Bank Syariah Mandiri Branch Dumai (2019)²⁶

1. Identify Customer Problems (Data Collection and Validation)

To get accurate and relevant data visits should be made to business locations and security as well as supported by accurate information. Prior to rescheduling, Bank Syariah Mandiri Branch Dumai first sought information on the problems faced by customers by interviewing the relevant customers. This can also be done through contact with business associates, newspapers or Bank Indonesia data. This is indispensable for Bank Syariah Mandiri Branch Dumai to get the right information as the next step of rescheduling.²⁷ Problem solving analysis is the first part of saving the financing by defining

²⁶ *Ibid*

²⁷ *Ibid*

strategies, as follows: (1) identifying problems by focusing on problems, (2) examining problems clearly, eg the cause of the customer being unable to pay the installment, how long the customer does not pay and the other (3) identify other problems outside the bank, examples of clients having debts with other parties, and (4) conducting a study to identify problems so as to determine the level of loss that will occur.

2. *Offering a Pattern of Salvation*

Identifying problems can provide an initial conclusion which will be given to the customer about the form of rescue offered in accordance with the ability to pay. The financing division needs to set a strategy to address customer concerns. Strategies are composed of two options; (1) Continuing the agreement, this strategy is selected when the customer sees the installment to be settled properly without any arrears at all, this way is chosen when the customer has the hope of saving the installment to be better, without any.²⁸ (2) Termination of the Agreement, selected as the customer does not wish to proceed by improving performance. Termination of agreement can be done by selling collateral. Customers who do not cooperate properly should be the reason by the bank to sell the collateral provided. This is because banks need customer commitment to pay off debt financing. Customers who have used the financing

²⁸ *Ibid*

for personal gain at the same time have arrears to Bank Syariah Mandiri Branch Dumai also terminated agreement.²⁹

3. *Financing Analysis Process*

Reassessment of non-performing loans is performed by looking at the customer's business prospects and prospects. If the business has a good prospect to continue, then funding should be calculated to implement rescheduling. The purpose of the financing analysis is to identify the right financing decisions at.³⁰

4. *Monitoring of Customers*

Bank Syariah Mandiri Dumai Branches often pay attention to the performance of its customers and businesses, as this is largely due to the quality of the installment provided by the customer to the bank. This monitoring is feasible to see the customer's commitment in its efforts to pay installments such as the source of the funds and the information the customer gives the bank about what the customer feels about in his business after rescheduling.³¹ Customer visits, this process is important for banks to know more about customer or business conditions. By visiting customers, the bank can impress the customer's information to the bank, for example through a client or a

²⁹ *Ibid*

³⁰ Arfan Maulana (Marketing Division, Bank Syariah Mandiri, Dumai Branch, Indonesia), in his interview with writer on 20 December 2018

³¹ M. Restu al-Fahmi (Bahagian Pemasaran Bank Syariah Mandiri, Cawangan ^{Dumai}), dalam temu bual beliau bersama penulis pada 10 Januari 2017

neighbor. If a customer has a business, then the bank can obtain information from such a business that is around the customer. This effort is made to obtain the right data as the material for rescheduling of the financing.³²

5. Reschedule Monitoring and Selection

Once the rescheduling of the financing has been processed, the bank needs to conduct a strict supervision to ensure that the customer meets all the conditions set. The actions performed after rescheduling are;³³. a) conduct reconsideration of rescheduling implementation, b) evaluation of business prospects, c) evaluation of production techniques, d) assessment of management aspects, e) evaluation of financial aspects and financial analysis data (especially special flow analysis) f) environmental aspects assessment, and g) compile steps to address customers' inability to pay after rescheduling

Analysis of Rescheduling Murābahah Micro Financing at Bank Syariah Mandiri According to Islamic Law and Sharia Board Fatwa

Referring to the Fatwa Council of the National Council of Ulama Indonesia No. 48 / DSN-MUI / II / 2005 on Rescheduling of *Murābahah* Distribution. There are requirements for customers who wish to reschedule ie a) business potential has good prospects, b) customers have the

³² *Ibid*

³³ *Ibid*

ability to carry on business but have some problems, c) problems in business flow and d) again. The rescheduling *murābahah* financing executed by Islamic Banking is a form of service to customers who have difficulty paying their obligations. Rescheduling aims to provide relief to customers in *murābahah* micro financing installments

Bank Syariah Mandiri Branch Dumai is guided by the requirements of Article 126 of the Shariah Economic Law Compilation of rescheduling requirements, that the seller may reschedule *murābahah* debt to a customer who can not pay the debts in accordance with the amount and time agreed upon by the provisions 1) the balance of the loan, 2) Costing in the rescheduling process is the actual cost, 3) The extension of the payment period shall be based on the agreement of the parties. Resolutions do not increase the amount of debt outstanding to the essence in determining rescheduling. The amount of customer installments before and after rescheduling is the same. The amount of more or more installments is the same as usury. Other provisions for costing in the rescheduling process are the actual costs. The actual cost is the administrative cost

In the rescheduling of the problem-solving *murābahah* micro financing, it was found that Bank Syariah Mandiri Branch Dumai did not apply the condition in the fatwa as the bank burdened its customers with various rescheduling costs including rescheduling costs to higher customer installments.

According to Fahmi's statement, the cost was charged to the customer.³⁴ The penalty is not included in the actual cost, because in the rescheduling actually there is no penalty. The increase in actual costs in rescheduling is permitted by Islamic law. Additional prohibited costs are costs that lead to bank profits such as fines due to late payment and cost of payment due to deferment of *murābahah* debt. The addition of the late penalty is not allowed in Islamic law because it includes usury. Here *riba* happens between the bank and the customer. The inability of paying customers can not be fined as customers are in trouble. Advantages gained from customer fines as a form of tyranny to the difficulties of others.³⁵

³⁴ *Ibid*

³⁵ In Surah al-Baqarah 2: 280, states that "And if the debtor is experiencing a hardship of life, then give it up until he is free of his life and (that) you are obligated to pay the debts it is better for you, know (the great reward you will find) ". The Prophet's narration of al-Baihaqi and Ibn Majah and confirmed by Ibn Hibban, states "From Abu Sa'id al-Khudri that the Messenger of Allah said: The sale and purchase can only be done with both parties". The Muslim Prophet's Hadith narrates that the Prophet (peace and blessings of Allaah be upon him) said: "The one who releases a Muslim from his troubles in the world, Allah will abandon his troubles on the Day of Judgment; and God always helps His servant as long as he (likes) to help his brother. Tirmidhi's narrative from'Amr bin'Auf al-Muzani states that the Prophet (peace and blessings of Allaah be upon him) said, "The treaty can be made between you and the Muslims except for the sanctification of the lawful or lawful prohibitions; and the Muslims are bound by their terms except the conditions that prohibit the lawful or legalize the illegitimate ". See Taufiqul Hulam & Muhammad Muzani, 'Penjadualan Semula Hutang Murabahah di Bank Rakyat Indonesia Syariah Cawangan Pekanbaru Berdasarkan Hukum Islam,' *Jurnal Perspektif Hukum*, 16/1 (2016): p.60-74.

Before rescheduling, banks will first visit the customer's business location. To get information on the root cause of reduced installment payments and customers have good prospects and can be saved, so that Bank Syariah Mandiri Branch Dumai expects after rescheduling, customers can re-install installments. This is done to save customers from problem-solving financing that must be fulfilled as before financing is agreed. Meeting between bankers and customers is a first step to helping customers get out of trouble.

According to Fatwa of the Shariah Board, Islamic banks are only allowed to charge customers the actual costs required to reschedule. In the case of *murābahah* financing rescheduling cost, the Syariah Supervisory Board of Bank Syariah Mandiri Dumai Branch is divided into two groups, namely "allowable parties" and "prohibiting parties". Part of the Shariah Bank Syariah Supervisory Board that allows the cost and acknowledges it as income on behalf of the bank, the cost of the charges is based on the following reasons: 1) the bank must provide returns or profits to depositors of the savings account, 2) doing the same thing, and 3) the bank uses the depositors' money in operation. In addition, the other issue is the fines imposed by the bank.³⁶ In looking at the issue, more

³⁶ Shariah Supervisory Board which prohibits rescheduling costs other than actual costs based on muqalat jurisprudence method “ كل قرض “ جز منفعة فهو ربا means "any ^{debt} that benefits or more is usury. The rescheduling cost is only the actual cost charged to the customer and is regarded as a welfare fund ~~or damages because of the failure~~

conscientious researchers enabled the imposition of actual rescheduling costs to *murābahah* microfinance customers such as administrative costs and imposing fines or penalties. Banks may impose fines on customers who fail to pay provided they do not exceed the loan.

In completing the *murābahah* micro financing, the Bank Syariah Mandiri Branch Dumai rescheduled for customers who experienced a decrease in installments. The researcher provided a suggestion for Bank Syariah Mandiri Branch Dumai in implementing rescheduling of *murābahah* micro financing in three stages, namely:

- i. Provides a period of time until the customer is ventured

Providing the period of time until the customer is ventured, with the suspension or rescheduling of the repayment, it is expected that the customer has the ability to repay his obligation to settle the debt. The ability to repay is because the customer's business can run properly after rescheduling.

The timeframe is the extension of the funding period without any cost burden to the customer. This is because in such circumstances, the customer is in a hurry to pay but the bank

of customers and banks not allowed to take on income. Whereas the Shariah Supervisory Board is able to rely on *muamalat الضرورة تبيح المحظورات* Means "The emergence of an emergency or a grave danger to a human being, which makes him anxious for damage or harm to the soul, limb body, honor, intellect, wealth and its affiliation. The rescheduling costs imposed on customers are allowed with the purpose of safeguarding the depositors' property assets.

provides costs in rescheduling and this only increases the customer's burden and is inconsistent with the terms referred to in surah above

ii. Rescheduling by charging actual costs only

The Bank may reschedule the customer without any fee except as allowed in the Syariah Shariah Board fatwa. Costs received are not as income or profits but as compensation for costs incurred in rescheduling. This is in accordance with the hadith of the Prophet

مَنْ أَحَبَّ أَنْ يُظَلَّهُ اللَّهُ عَزَّ وَجَلَّ فِي ظَلِّهِ فَلْيُنْظِرِ الْمُعْسِرَ أَوْ لِيَضَعْ عَنْهُ
“Whoever wants to be saved by Allah from the difficulty of the Day of Judgment, then let him give refusal to the person who is difficult or to free his debt.”³⁷

In other hadiths it is explained that when a person owes and experiences difficulty in paying him, then the borrower is given the opportunity to pay his debts by the lender. Regarding the settlement of the debts, the Prophet (s) had given some guidelines as in the following hadith

مَطْلُ الْغَنِيِّ ظُلْمٌ

“Delaying debt payments made by a capable person is a tyranny.”³⁸

³⁷ Abī ‘Abd Allāh Muḥammad Ibn Ismā‘īl al-Bukhārī, *Ṣaḥīḥ al-Bukhārī*, p.265.

³⁸ Muḥammad Ibn ‘Īsā al-Tirmidhī, *Sunān al-Tirmidhī (al-Jāmi‘ al-Ṣaḥīḥ)*, vol. 2 (Qāhirah: Maktabah al-Bābī al-Ma‘rifah al-Ḥalabī, 1967), p 9

iii. Conversion of *murābahah* financing contract to *qarḍ* financing

In the case of *murābahah* occurring after rescheduling, then the action that the bank can take is converting *murābahah* financing contract to *qarḍ* financing. That means the bank does not get the profit from the customer but only the loan principal. It is best to save the depositor's money.

CONCLUSION

In the implementation of rescheduling *murābahah* micro financing, Bank Syariah Mandiri Branch Dumai must follow the Fatwa of the National Syariah Board of Indonesia in particular No. 48 on the recruiter. There are 3 resolutions: 1) does not increase the amount of claims from the remaining debt, 2) the cost of the rescheduling process is the actual cost, and 3) extends the time of repayment required based on the agreement of both parties. Of the three resolutions, the bank only undertakes two that does not increase the amount of the balance of the claim and extends the repayment period based on the agreement of both parties. While the bank still burdens the customer with a rescheduling cost that can be a problem for customers. Therefore, there are three proposals from the researcher, namely providing time lapse, rescheduling without any cost charged except the actual cost and conversion of *murābahah* financing contract into *qarḍ* financing agreement

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