



Completion of Productive Cheap Finance for Medifarma Employees in Bank Syariah Mandiri Branch Depok Cimanggis

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Abstract

Bank Syariah Mandiri is a financial institution engaged in raising funds and channeling funds to the public. One of the funds distribution products most often used in financing transactions at the Bank Syariah Mandiri branch of Depok Cimanggis is the murabahah contract. The focus problem in this study how to completion of productive cheap finance for medifarma employees in mandiri syariah banks branch depok cimanggis. The theory used is the theory of legal certainty, the theory of accountability, the theory of dispute resolution. The method of data collection is done by means of literature study, interviews and document studies. Research data collected through library research to obtain primary data and field studies by collecting data directly from respondents from interviews to obtain primary data. The results showed that The implementation of murabahah financing in the independent Islamic bank of Depok Cimanggis branch has been carried out in accordance with the operational standards applicable to the bank and The form of resolving murabahah disputes in the independent Islamic bank of Depok Cimanggis branch by prioritizing settlement by deliberation because it is informal, simple and flexible as regulated in Article 55 of Law Number 21 Year 2008 concerning Islamic Banking.

Keywords: *Dispute Settlement; Murabahah Financing; Bank Syariah Mandiri*

Introduction

Banking has a very important role in a country's economy. The better the banking conditions of a country, the better the economic conditions of a country. The first presence of a Sharia Bank in Indonesia was marked by the existence of Muamalat Bank in 1991 which was initiated by the Indonesian Ulema Council (MUI) and the government received support from the Indonesian Muslim Scholars Association (ICMI) and several Muslim entrepreneurs. This has encouraged the development of Islamic Banking System in Indonesia. The development of the Islamic finance industry informally has begun before the issuance of a formal legal framework as a basis for sharia banking operations in Indonesia, this means juridically empirical existence has been recognized by the Islamic community in Indonesia with the awareness of Muslims to implement Islamic law in all aspects of life including fields the economy. Awareness to stay away from the usury system that is considered to exist in the interest system is responded creatively by Islamic economists in creating financial instruments that are consistent with

Islamic principles, while at the same time having an important social role and role to drive economic activity and community needs.

The bank is an institution for collecting funds and channeling public funds that have a strategic position in a country's economy. According to Act Number 21 of 2008 concerning Sharia Banking, Article 1 number 1 Sharia Banking is everything that concerns about Sharia Banks and Sharia Business Units, including institutions, business activities, as well as ways and processes in carrying out their business activities.

Sharia Bank is a Bank that conducts its business activities based on Sharia Principles and by type consists of Sharia Commercial Banks and Sharia People Financing Banks. The existence of Islamic financial institutions, is expected to contribute to the economic growth of society by means of financing issued by Islamic Banks. Through this financing, Islamic banks can become customers' partners, so the relationship between Islamic banks and customers is no longer in terms of debtors or creditors but can be referred to as partnerships or partners in business.

In carrying out its activities, Islamic banks provide forms of business activities in the form of, raising funds, channeling funds, and providing various financial transaction services to the public. Islamic banks are financial institutions that have a basic mechanism that is receiving deposits from capital owners and has the obligation to offer financing to investors on the asset side with a fund pattern or financing scheme that is in accordance with Islamic law.

Sharia Bank are usually called Islamic Banking, which is a banking system in which operational operations do not use a system of interest (*riba*), speculation (*maisir*), and uncertainty or uncertainty (*gharar*). Islamic banks as a financial institution have a basic mechanism which is to accept deposits from capital owners and have the obligation to offer financing to investors on the asset side with financing patterns and schemes in accordance with Islamic law. In the syariah bank operating system, investing the money in a bank not with the motive of earning interest, but only for profit sharing, the profit sharing system in this sharia bank makes the bank very concerned about the success of the customer's business, thus influencing the effort to always improve the quality of the sharia bank banker, more competent and professional.

Bank Syariah Mandiri (BSM) is one of the founding pioneers of sharia concept banks in Indonesia and is one of the largest banks in Indonesia today. To develop its business, Bank Syariah Mandiri issued a financing product intended for small and medium entrepreneurs, namely through a financing product called a micro shop aimed at customers who already have a business and need business development. The funding is intended for employees and entrepreneurs. One form of raising funds in Islamic banks is *murabaha*. *Murabaha* is a form of raising funds carried out by Islamic banking for both productive and consumptive businesses.

Murabaha is one of the most common types of contracts applied in Islamic banking activities. *Murabaha* is implemented through the mechanism of buying and selling goods with the addition of margin as a profit to be obtained by the bank. In the Bank Syariah Mandiri Depok Cimanggis branch, financing using *murabahah* contracts is the product most often used, including in improving the economy. In practice, not all financing runs smoothly in accordance with the agreed contract, sometimes there are customers who do not meet the requirements set forth in the contract, resulting in arrears that sometimes the problem lies in the business carried out, then there is a problem that has the potential to harm the bank so affect the health of the bank itself.

The large number of Bank Syariah Mandiri customers who come from private employees is inseparable from problems, especially when problems arise during installments, customers who are laid off from the company where they work, resulting in livelihood loss. Besides that he still has obligations that must be carried out in accordance with the contract that has been agreed with the bank. Article 1 number 13 of Act Number 21 of 2008 concerning Sharia Banking has formulated the intent of the Akad, namely that the Akad is a written agreement between a Sharia Bank or Sharia Business Unit and another

party that contains the rights and obligations for each party in accordance with the Principle Sharia. Based on the formulation of the contract, it is clear that the contract contains a number of rights and obligations for the parties, namely Bank Syariah Mandiri and the customers.

Bank Syariah Mandiri in channeling funds to its customers, of course does not want the loss of the legal relationship, on the contrary the customer can take advantage of the funds borrowed from Bank Syariah Mandiri for the benefit of his business. Disputes that occur at Depok Syariah Bank of Cimanggis branch are generally caused by default customers or not performing their obligations as stated in the contract. According to Nurmaningsih Amriani, what is meant by disputes is conflict that occur between parties to the agreement due to defaults committed by one of the parties to the agreement.

Regarding the settlement of disputes in murabaha financing, it has been regulated in Article 55 of the Sharia banking Act, namely Paragraph (1): "Sharia Banking dispute settlement is carried out by courts within the Religious Courts". Paragraph (2): "In the event that the parties have agreed to settle a dispute other than as referred to in paragraph (1), the dispute resolution shall be carried out in accordance with the contents of the Agreement". Paragraph (3): "Settlement of disputes as referred to in paragraph (2) may not conflict with Sharia Principles".

Based on the above background, the writer is interested in conducting research in a scientific work in the form of a thesis proposal entitled "**Completion of Productive Cheap Finance for Medifarma Employees in Bank Syariah Mandiri Branch Depok Cimanggis**".

Research Methods

The method used in this thesis research is empirical juridical research, which is research based on field research to get primary data in the field of law. The specifications of this study are descriptive analysts, because this study is expected to obtain data that clearly illustrate what is discussed in this study. The type of data used in this study are primary and secondary data, where secondary data consists of Primary, Secondary and Tertiary Legal Materials. The data collection techniques used for research in the field are interviews and study of documentation documents. While the data obtained from this research will be analyzed using qualitative methods, namely analysis of data without using statistical formulas because the data used are not in the form of numbers. Thus what is used is only by logical explanation of the sentence based on the rules and opinions of experts.

Result of Reasearch

Murabahah is one of the micro financing products, an independent Islamic bank runs murabahah financing activities with the aim of financing the needs of its customers, in terms of procurement of goods either consumptive or productive. The convenience provided by an independent Islamic bank in the form of payment that can be paid in installments with an amount that will not change during the agreement period. Murabaha is the most popular product in Islamic bank financing practices, in addition to its easy calculation, both for customers and bank management. Most murabaha financing problems are caused by economic conditions, businesses that run stalled or are not developing, and terminating contracts / layoffs.

The distribution of funds in the form of a Murabahah Financing Agreement certainly requires a provision in the form of procedures and requirements between the Islamic Bank and its customers. In practice at PT. Bank Syariah Mandiri Depok Cimanggis Branch, besides being based on prevailing laws and regulations, is also specifically determined by PT. Bank Syariah Mandiri Depok Cimanggis branch in the form of certain Standard Operating Procedures (SOP) which consists of:

1. Customer's personal data, such as a photocopy of husband / wife's ID card, family card
2. Personal data of work, such as financial statements
3. BI checking, which is an effort to obtain information about prospective customers regarding customer financing history at other banks.
4. Survey / Process assessment assessment, namely physical inspection of buildings and validity of building documents.
5. Financing analysis, namely by analyzing factor 5 c (character, capacity, capital, collateral, condition of economy).
6. Financing committee, which is the approval of the Micro Banking Manager or Micro Banking Manager Area in the form of a signature for the financing application file including the submitted ceiling, collateral and customer assessment.
7. Letter of offer for the provision of microfinance, i.e. the customer application application form.
8. Determination of the contract schedule.

After all the requirements are met and meet the criteria, the next step is the signing of the Murabahah Financing Agreement. After the contract, the loan disbursement will then proceed through the transfer of books to an independent sharia savings account on behalf of the customer. These stages usually take a maximum of 10 (ten) working days, starting from the submission of the request to the withdrawal of funds, this is a form of selection to channel financing on target, so that the distribution of funds made can improve the micro economy. And to avoid the possibility of problematic financing the entire process above must be done with the utmost care and objectivity as possible

Various problems that arise in the practice of Islamic banking between banks and customers, basically these problems can actually be resolved through internal settlement of the bank itself, as for the steps normally taken by the parties when a dispute occurs is as follows:

1. Returning to pre-existing contract terms, which in a contract usually contain dispute resolution clauses consisting of choice of law and choice of forum / agency for dispute resolution (choice of forum).
2. The parties, namely the bank and the customer, sit back together to seat the problem with a focus on the disputed problem.
3. Prioritize deliberation and kinship.
4. Courts should be used as the last solution if needed.

In general, murabaha financing settlement has been regulated in Act Number 21 of 2008 concerning Islamic banking, any problems that exist in Islamic banking can be resolved accordingly by means of dispute resolution options by the parties involved in a banking activity determined in advance in contract or agreement (contract) made between the two parties.

With the Act Number 21 of 2008 concerning Islamic Banking, dispute resolution in Article 55 states that:

- 1) Settlement of Islamic banking disputes is carried out by courts within the Religious Courts environment
- 2) In the event that the parties have agreed to settle a dispute other than as referred to in paragraph (1), the settlement of the dispute is carried out in accordance with the contents of the contract.
- 3) Settlement of disputes as referred to in paragraph (2) may not conflict with sharia principles.

In the elucidation of Article 55 paragraph (2), it is stated that what is meant by dispute resolution carried out according to the contents of the contract is the following efforts: (a) Deliberation, (b) Banking Mediation, (c) Through the National Sharia Arbitration Board (Basyarnas) or an institution other arbitration and / or (d) through a court of law in a General Court environment.

The handling of problematic murabaha financing at the Bank Syariah Mandiri Depok Branch in Cimanggis continues to prioritize consensus and takes an approach to customers to pay their obligations. Settlement by deliberation is one form of dispute resolution outside the court, covering everything taken from people including opinions. As a first step in resolving disputes, it makes it easy for litigants to be informal, simple and flexible. The benefits of consultation use a small fee, because Islamic economic disputes are resolved without involving a religious court.

In the beginning, there was a problem with financing, with the customer starting late paying obligations according to the due date, then the bank will do the collection. If paid in full by the customer means the customer is classified as smooth, but if not paid, but the customer is still classified as able to pay, the restructuring system will be carried out, namely the customer's ability to make payments to the bank until the payment is settled, restructuring itself is a rescue effort for delinquent customers in payment of obligations.

Murabaha financing for customers who are laid off (Termination of Employment) by the company that must contain the following information:

1. Request a letter of dismissal from the company
2. Asking whether the spouse of the customer can work and can cover arrears
3. Asking how long they have not worked and whether they still have a chance to find a new job
4. Provide alternative payments and ask for commitment from consumers to pay according to the amount and time agreed upon
5. Offering Restructuring

As an example of the case of productive murabaha financing for medifarma employees at Bank Syariah Mandiri Depok Cimanggis Branch, namely as follows:

- a. Ardiansah, with collateral certificate of ownership, collectivity status of 5C customers, business capital used for herbal business, the financing has been done through deliberation, namely by providing restructuring of the concerned customer and on 1 (first) customer restructuring is classified smoothly until December 2017 customers began to arrears again because they were unable to pay and because they were fired from the company and the business that was running bankrupt, and the total arrears were Rp. 25,750,140.81, until now the independent Islamic bank of Depok Cimanggis branch has conducted auction notification on the object of its collateral.
- b. Apry Amalia Annisa, collectibility status 2B, with collateral as well as property rights in arrears amounting to Rp. 14,698,420.26, venture capital financing is used for the grocery store business, financing settlement is carried out by way of consultation by offering a restructuring process to the customer.
- c. Miswanto, collectability status 2A, with guaranteed ownership certificate, the arrears amounting to Rp. 659,748.11, business capital is used for the grocery store business, the financing is done by billing or by contacting the customer by telephone with the aim that the customer is morally aware of the responsibilities he has.

From the explanation above, it can be said that the form of dispute settlement based on Article 55 of the Islamic banking Act is in accordance with the actions of the Bank Mandiri Syariah of Depok

Cimanggis branch, preferring to solve the problem in a family or deliberation by finding the best solution so that the customer can pay off his debt and not just focus in actions to seek repayment of financing by executing guarantees through auctions. If deliberations in resolving disputes are not reached then further settlement can be done through mediation and if in the second way an agreement has not yet been reached then resolved through alternative dispute resolution or national sharia arbitration bodies (Basyarnas), but Bank Syariah Mandiri Depok Cimanggis Branch carries out the settlement of banks and customers through deliberation. Until now, the problems between banks and customers of the Islamic bank Mandiri branch Depok Cimanggis has not been involved up to the court, most of these problems are resolved by deliberation or with other efforts that can save the bank and its customers.

Efforts to protect the stability of Islamic banking are generally more focused on efforts to achieve repayment by:

1. Intensive collection (cash collection) is an intensive collection effort made by the bank to the customer, the bank contacts the customer and uses a persuasive approach in discussing the problem of financing settlement.
2. Rescheduling is an effort to save financing which only involves changes in the principal payment schedule and margin arrears and / or the financing period.
3. Reconditioning is an effort to save the financing by changing some or all of the financing requirements that are not limited to changes in the financing schedule for the period and / or other conditions as long as it does not involve changes in the maximum financing.
4. Restructuring is an effort made by a bank to restructure or restructure financing so that customers can fulfill their obligations. This action can be given to customers who have the good faith to pay off their obligations.

For customers who are laid off, especially for medifarma employees, which at the Mandiri branch bank Depok Cimanggis before being given a restructuring, usually get an insurance claim, insurance that guarantees the insured as the recipient of the credit / debtor if terminated (FLE) so that they cannot continue its obligations to the Bank. Insurance provided is only valid for a maximum of 6 (six) months, after being given a claim of bank insurance Mandiri branch Depok Cimanggis offers restructuring.

Bank Mandiri Syariah Branch in Cimanggis provides tolerance to customers by restructuring financing, namely the bank's efforts to help customers to settle their obligations by:

- a) Extend the term of financing for customers who have problems or loss
- b) Reducing margins for customers affected by disaster or bankruptcy
- c) Reducing or eliminating margins and late administration fees for customers who have decreased business turnover.

The restructuring aims to minimize the risk of loss at the Depok Syariah Bank branch of Cimanggis which in its operations faces various risks and it must be recognized that the banking industry is actually an industry full of risks, mainly because it involves the management of public money and is rotated in the form of investments, such as service, letters - valuable letters and other investment funds. For this reason, each bank must improve its internal control and comprehensive risk management functions.

The restructuring system is carried out by analyzing the problems experienced by customers to find out the actual problems that occur with customers. Then the results of the analysis can be determined in which way the customer will be restructured. then it can also be done by auctioning collateral, if the customer is really unable to pay his obligations.

Restructuring is only given to customers who have good faith. Customers who have good faith will discuss the problems they face with the bank. Thus, customers who have good faith and still have the

potential to advance, the bank will make a rescue as much as possible. The restructuring can only be given to customers who have really experienced a decline in payment capacity. Financing restructuring can only be done on the basis of a written request from the customer.

Conclusion

The form of murabaha financing settlement at the Depok Cimanggis Bank Syariah Mandiri branch is carried out by deliberation, and providing restructuring, in the sense that the customer in carrying out his obligations by reducing the amount of payments or obligations so as not to interfere with banking stability. The form of settlement has basically guided the contents of the clause of the murabahah financing agreement / akad.

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