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DETERMINATION OF *MURABAHAH* FINES AT WATES JAYA PHONE ACCORDING TO FATWA DSN MUI NO. 17 OF 2000

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Abstract

Wates Jaya Phone is one of the Wates Mulyo BUM Desa business units which is engaged in buying and selling smartphones and other electronic equipment, their buying and selling practices are based on sharia. This financing is *murabahah* which is used as a principle in buying and selling smartphones that are ordered on a firm basis without a down payment with competitive margins. Unfortunately, even though *murabahah* installment payments are made very easily, there are still customers who deliberately delay payments and cause significant problems for Wates Jaya Phone. This research aims to analyze the implementation of *Murabahah* transactions and the determination of *Murabahah* fines on Wates Jaya cell phones according to the MUI DSN Fatwa Number 17 of 2000. The research method used is descriptive with a qualitative approach using literature studies and case studies on Wates Jaya cellphones. The results of this research show that the *murabahah* contract carried out on Wates Jaya Phone is carried out with a single contract only (according to Islamic rules and legal rules), in contrast to other sharia institutions mentioned in previous research which camouflage *murabahah* and *wakalah* contracts, then determine *Murabahah* Fines on Wates Jaya Phone is also in accordance with the MUI DSN Fatwa Number 17 of 2000, namely the application of fines following the principle of *ta'zir*/fines in the form of money amounting to 1.5% of the transaction price plus a margin for each month, outside of transaction financing so that customers are more disciplined, in the future fines.

Keywords: Fines, *Murabahah*, Wates Jaya Phone

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INTRODUCTION

Economics is a human effort to fulfill their needs by using available resources to achieve prosperity. This limited means of satisfaction triggers humans to make a choice or have to choose. Choosing one thing means being ready to give up something else, even if you don't want to. This choice is closely related to the goals, motives, and priorities of each human being who is different. So economics is a human choice to meet the needs of their lives by utilizing available (limited) resources to achieve prosperity (Nur Afiah et al., 2023). Today, the economy has developed into a motor for other social systems such as legal, political, and cultural systems. For this reason, the economic system emerges as a mechanism that will connect aspects of basic economic activities including production, distribution, and consumption in society. The economic system consists of individual humans and the government/institution or authorized authority, both of which are connected to give and receive or (take and gift) to carry out economic activities to solve the problem of needs that are not proportional to the resources to meet these needs because the number is limited (Iljas & Achjar, 2007).

In a conventional economy, the financial sector can be run without the real sector. So that the amount of money in circulation may not be balanced with products to meet the needs of the community. Meanwhile, in sharia or Islamic economics, the financial sector must go hand in hand with the real sector so that scarcity does not occur. The definition of Islamic Economics in terms is a system or economic activity based on Islamic teachings and values, referring to the revelations and words of Allah SWT which are sourced from the Al-Qur'an (Kalam Allah SWT) and As-Sunnah (Hadith) as the main source, there is also

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Ijma', Ijtihad (Agreement through an intellectual process) and *Qiyas* (Based analogy) as other references. On the other hand, references to the conventional economic system are not fixed, all based on changes in economic conditions or adapted to the current economic situation. This indirectly shows that the conventional economic system has many different schools and perspectives or is less sturdy (Anggita, 2023). The Islamic economic system was not created like the conventional economic system which focuses on the search or creation of value (creating value) to achieve profit or profit for certain circles (Luluk et al., 2022).

Economic activities in Islam have rules/laws that have been determined in the Qur'an and Hadith. Economic activities in Islam include leasing, wage-hiring, lending and borrowing, farming, association/cooperation, and buying and selling. Buying and selling are the most common economic activity found in everyday life, one of them is *murabahah* (Diah & Zulhamdi, 2022). *Murabahah* is one of the most common or dominant economic transactions in financing in Islamic banking and non-banking institutions. *Murabahah* is included in the class of transactions in the form of buying and selling because there is a contract between the seller and the buyer in which the seller is entitled to profit in the form of a margin that has been agreed with the buyer. Of course, with this right, the seller also must mention the original price of the object being traded (Permata et al., 2024).

This transparency makes *murabahah* transactions different from debt transactions in conventional institutions or banks. Being one of the most popular Islamic transaction products, it does not necessarily make *murabahah* financing free from problems. For example, the customer/buyer's habit of delaying payments, will hamper the course of other or subsequent financing for the seller.

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Therefore, the seller is allowed to impose a fine so that the buyer is more disciplined in paying *murabahah* installments (Asruni, 2022).

Based on reports from the OJK and Badan Pusat Statistik (BPS), the total assets owned by Sharia banks and Sharia business units in Indonesia are still relatively small, namely 801.68 trillion as of June 2023. This is supported by the Performance Indicators of Sharia Banking in Indonesia according to OJK data in OJK Sharia Banking statistics show that one of the superior programs owned by Sharia Banking and Sharia Business Units in Indonesia, namely *Murabahah*, has experienced a significant increase in the last 3 years, although the financing trend is increasing, this number is also in line with the increase in problematic financing or Non Performing Financing/NPF (Iswara & Adlan, 2023).

The amount of *murabahah* financing and problematic financing/NPF that occurred, among others: IDR 37.1 trillion with an NPF of IDR 751 billion in 2020, IDR 46.5 trillion with an NPF of IDR 684 billion in 2021, IDR 49.6 trillion with an NPF of IDR 843 billion in 2022, and respectively in January 2023 IDR 49.7 Trillion with NPF IDR 922 Billion, February IDR 50.1 Trillion with NPF IDR 934 Billion, March IDR 50.8 Trillion with NPF IDR 929 Billion, April IDR 51 Trillion with NPF IDR 990 Billion, May IDR 51.6 Trillion with NPF IDR 1,032 Billion, June IDR 52.6 Trillion with NPF IDR 1,031 Billion, July IDR 53 Trillion with NPF IDR 1,074 Billion, August IDR 53.6 Trillion with NPF IDR 1,106 Billion, September IDR 54.3 Trillion with NPF IDR 1,070 Billion, October IDR 55 Billion Trillion with an NPF of IDR 1,085 billion, November IDR 55.9 trillion with an NPF of IDR 1,081 billion, December IDR 56.6 trillion with an NPF of IDR 1,002 billion, and in January 2024 IDR 56.5 trillion with an NPF of IDR 1,091 billion.

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Problems regarding non-performing financing in the *murabahah* financing above certainly need to be resolved with anticipatory/preventive steps as well as handling after the incident such as imposing fines. However, the fine must be in accordance with Islamic law. So the imposition of *murabahah* fines must be correct so as not to generate income that contains *riba* or other prohibitions such as *gharar* and haram transactions which are prohibited in Islam (Irmadariyani et al., 2022). The determination of *murabahah* fines is carried out through various stages or procedures so that the fines imposed are right on target and do not deviate from the basic principles of the Islamic economic system. This research aims to find out the *murabahah* buying and selling procedures, problems that often arise, and their solutions as well as the implementation of fines for *murabahah* buying and selling smart cellphone transactions from a Sharia economic perspective at Wates Jaya Phone in accordance with DSN MUI Fatwa No. 17 of 2000 (Yaya et al., 2018).

LITERATURE REVIEW

Previous research from Yaya, Erlangga, and Abdurahim mentions that Murabahah is a transaction in the form of buying and selling in which there is a difference between the procurement price and the selling price as a form of margin or profit for the seller with the consent of both parties, namely the seller and the buyer. Based on PSAK 102 (Paragraph 5, 2013), *murabahah* is a sale contract for goods with a selling price of the acquisition price plus the agreed profit or the seller must disclose the acquisition price of the goods to the buyer. Based on the above statement, it can be seen that *murabahah* financing adheres to the principle of buying and selling between two parties, namely the seller and the buyer, just like conventional transactions in general. However, what

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distinguishes *murabahah* from non-sharia buying and selling is the acquisition of income. In *murabahah*, the seller gets profit through margin, not Riba. This margin is the difference in profit that has been agreed by both parties consciously and transparently (Fadli, 2017).

The legal basis for *murabahah* is contained in several words of Allah SWT in the Al-Qur'an, As-Sunnah, and *Ijma'*, among others: Al-Qur'an Surah An-Nisa: 29 regarding the prohibition of a Muslim's property obtained unlawfully (incorrectly) such as stealing, cheating, and *Riba*, except for voluntary commerce. It reads, "Who believes, do not eat one another's wealth utilizing unlawful means, except on the principle of trade that is agreeable to both of you. And do not kill yourselves for surely Allah is Most Merciful to you". Next, the Qur'an Surah Al-Baqarah: 275 regarding the permissibility of buying and selling and the prohibition of *Riba*. It reads, "Those who consume *Riba* cannot stand but stand like people possessed by a demon because they are oppressed and become mad and corrupt. This condition of these people is because they call buying and selling wrong and haram, even though Allah has clearly (halal) legalized the practice of buying and selling and forbidding eating *Riba*. For those who stop eating *Riba* then for him what has been eaten will be a matter for Allah. As for those who continue to eat *Riba*, they will be the inhabitants of an everlasting Hell" (Nasution, 2021).

Murabahah practice is carried out by prioritizing the principles of honesty, trust, and trustworthiness that must be upheld so as not to harm or bring *mudharat* to each other. In line with a hadith that mentions *murabahah* as a sale-purchase must be recognized by both parties to the contract. It reads: from Abu Sa'id Al Khudri that the Prophet Muhammad said: "that in trading activities it must be

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consensual between them" (Hadith narrated by Al Baihaqi, Ibn Majah and considered Sahih according to Ibn Hibban). In addition, there are legal provisions in Fatwa DSN MUI No. 04/DSN-MUI/IV/2000 concerning *Murabahah* which is described as the sale of goods by showing the purchase price to the buyer while the profit for the seller will be obtained from the distance between the purchase price and the higher selling price to buy it. Therefore, the hadith about buying and selling that must be based on willingness is very appropriate to describe the practice of *murabahah* financing. Without an agreement agreed upon by both parties, it is not impossible to bring *Riba* (Amin Wahyudi, Emilia Mustikaningsih & Binti Nur Asiyah, Ayu Ruchmana, Silvia Ayu Safitri, 2021).

The transparency of the contract is done so that the essence of the sharia value of the *murabahah* transaction is not lost. Meanwhile, for the process to run smoothly, it is necessary to comply with the following provisions in the pillars and conditions of *murabahah*. Previously, pillars were provisions that must be fulfilled, in doing a job/worship. If they are not fulfilled, the worship/work is considered normatively invalid. Previous research from Diah in 2022 mentions that the pillars of *murabahah* include: (1) there is a party who is a customer, buyer, customer (*musytari*) or similar terms that function to buy the object of *murabahah*, (2) there is a seller, who trades, offers financing (*bai'*) or similar designations that serve as the party that provides the object of *murabahah* for the buyer, (3) there is an object or goods sold (*mabi'*), the object must meet the elements of eligibility/validity to become an object of *murabahah*, one of which is that the goods have become the seller's ownership, (4) there is a price or selling value (*tsaman*) with a benchmark for the highest bid price to make a profit through the difference/margin, (5) finally very important in the sale and purchase contract is

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sighat (memorization of *ijab* and *qabul*) because in any transaction it is almost impossible to do without an agreement from both parties to the transaction (Diah & Zulhamdi, 2022).

There are two types of *murabahah*, namely *murabahah* which is carried out based on orders or vice versa, namely without orders. Ordered *murabahah* means that the seller only buys the object or item ordered after an order comes in from the buyer in a binding and non-binding manner, order *murabahah* is named exactly according to its term. Meanwhile, *murabahah* without an order means that the seller provides a *murabahah* object to be purchased by the *murabahah* applicant/customer. Next, payment or repayment of *murabahah* can be made in cash or on a deferred basis. If paid on a deferred basis, payments are made in installments within an agreed period or all at once at a certain time (Basri et al., 2022).

Although promising, this kind of payment method is prone to abuse by several parties, especially *murabahah* financing customers. To answer this unrest, the government through DSN MUI issued regulations regarding the failure to pay *murabahah* installments in DSN MUI Fatwa No. 17 of 2000 regarding sanctions against customers who delay payments even though they are financially able to pay off the tough payments except for those affected by natural disasters or force majeure (Yaya et al., 2018). This is also mentioned in DSN MUI No. 4 of 2000 in the stipulation of the fifth point which reads that delays occur in the payment of *murabahah* contracts. However, even though it is in accordance with the Fatwa, in practice some things are not appropriate, as in the research by Pitsyahara and Yusup, it was stated that the subject of their research, namely PNM Mekaar Syariah, implemented a *murabahah* contract and a *wakalah* contract simultaneously

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(Pitsyahara & Yusup, 2023). The hadith that encourages anyone to hasten the payment of *murabahah* installments is the hadith narrated by Nasa'i from Shuraid bin Suwaid: The Prophet once said: "Delaying the payment of debt intentionally by a capable person is the same as justifying his pride and good name and deserves to be sanctioned or fined for his behavior." In fact, in another Hadith, it is stated that stalling to pay debts is a wrongful and despicable act and should not be done by a good Muslim (Dewan Syariah Nasional MUI, 2012).

The fines that apply to *murabahah* practices are based on DSN MUI No. 17 of 2000 (Hanafiah & Hafidzi, 2021), including 1) The sanctions mentioned in this fatwa are sanctions imposed by Sharia Bank or Sharia Business Units on customers who can pay, but deliberately delay payment, 2) Customers who are not/have not been able to pay due to force majeure may not be subject to sanctions, 3) Customers who delay payments and/or do not have the will and good faith to pay their debts may be subject to sanctions, 4) Sanctions are based on the principle of *ta'zir*, which aims to make customers more disciplined in carrying out their obligations, 5) Sanctions can be in the form of a fine of money, the amount of which is determined based on an agreement and made when the contract is signed, and 6) Funds from fines are intended as social funds.

So, as a slice of each previous research, this research tries to highlight the *murabahah* buying and selling mechanism from the start, including understanding the meaning of *murabahah*, sources of *murabahah* law (Al-Qur'an, Hadith and *Ijma*, especially in the DSN MUI fatwa no. 17 of 2000), The pillars and conditions that must be fulfilled both normatively and formally, until problems that arise, and solutions to provide regarding the imposition of fines, as research conducted by Sa'diah, Fahmi, and Amir stated that in resolving problematic *murabahah*

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financing at BMT La Tansa Ponorogo, it was carried out in several stages. Provide a maximum of 3 warning letters (SP), confiscate collateral, and reschedule with a mandatory infaq of IDR 1,000 per day during the fine period (Sa'diah et al., 2021).

RESEARCH METHOD

This research uses a qualitative descriptive approach with a combination of literature study and case study on Wates Jaya Phone. Qualitative research was chosen to reveal the meaning and reasoning of events that occur in social life based on various points of view or perspectives originating from primary data, namely data obtained directly from research subjects, in the form of direct data or information using predetermined instruments and collected to answer research questions or in other words primary data are data received directly by research subjects. In data collection, primary data is empirical data or data from informants based on the results of interviews with the leadership of Wates Jaya Phone and the employees according to their respective main duties and functions (Moleong, 2019).

Meanwhile, secondary data or literature, data obtained from various sources on the internet such as books, journals, and news from credible media including sources submitted by the OJK and BPS, using various data collection techniques and carried out continuously until the data is saturated. This continuous collection results in very high data variations. For this reason, at this data collection stage, data analysis has also begun to sort out which data has the highest level of confidence. For this reason, several references were selected such as the works of Yaya, Erlangga, Abdurahim (2018), Sa'diah, Fahmi, Amir (2021), Diah (2022), Ardika (2022), Pitsyahara, Yusup (2023), Setiawan (2023), with the

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keywords: *Murabahah*, *Murabahah* Financing, Fines, DSN MUI Fatwa Regarding *Murabahah* and Implementation of Fines, Sharia Banking in Indonesia, Risk Management, and Non-Performing Financing of Sharia Banking in Indonesia (Sugiyono, 2018).

The reasons for choosing this source are first, of course, because it is in accordance with the topic of discussion which is still relatively little research on *murabahah* fines which explains the settlement mechanism completely, secondly, each source contains research slices from implementation procedures from understanding to normative (beliefs) and formal obligations (juridical), these three sources meet the criteria because they are sources that are relevant to the time (classified as new) and are valid, can be traced to references or come directly from the research study in the form of secondary data (Jonathan Sarwono, 2006).

RESULTS AND DISCUSSION

Murabahah Financing Procedure

The purchase of Smartphones or Cell Phones at Wates Jaya Phone by users' customers or prospective buyers uses a *murabahah* contract. At this stage, the credit approval process or *murabahah* sale and purchase of smartphones has been carried out with terms and conditions applicable. The process in the *murabahah* transaction is divided into several procedures starting from the application procedure for applying for *murabahah* financing, then going through the financing approval stage, if the financing has been approved, the next procedure is the financing binding procedure, and finally the payment procedure or installment financing (Yaya et al., 2018).

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The *murabahah* financing application begins with the customer coming directly and asking the Front Liner (FL) Wates Jaya Phone to purchase a cellphone with a *murabahah* contract, then the FL explains the financing application procedure to the customer including mentioning how many requirements the customer must prepare to purchase a Smart Phone using a *murabahah* contract. At the same time, FL prepares a financing application form if the customer has prepared the requirements that must be met. Next, the customer fills out the financing application form after everything has been explained and prepared by FL.

Front Liner (FL) receives the *murabahah* financing opening form that has been filled in by the customer, then archived into one file and submitted to the account officer (AO), namely the manager of BUM or Badan Usaha Milik Desa Wates Mulyo. This applies because Wates Jaya Phone is one of the BUM Desa Wates Mulyo business units. After the AO or Badan Usaha Milik Desa Wates Mulyo receives a financing application, then they will conduct an examination, besides that the account officer also analyzes the feasibility of the application data, if it is not feasible, a notification/rejection letter will be sent to the applicant or candidate.

Meanwhile, if approved, it will be handed over to the financing analyst who will further check the validity of the documents. The next process is that the financial analyst will visit the prospective buyer/business of the *murabahah* financing applicant directly to investigate the applicant's chances of becoming a recipient of this *murabahah* financing. The financial analyst prepares a report and submits it to the board of directors. Then the chairman or director receives a financing proposal with complementary documents and reviews the financing

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proposal, if it is declared feasible, the *murabahah* financing application is accepted (Setiawan et al., 2023).

The application has indeed been received but not yet approved, therefore the financing approval procedure is carried out afterward, this stage begins with the financing committee receiving a proposal from the head/director that has been selected and examined by the account officer (AO). The committee analyzes and weighs the financing application. For financing amounts that are large enough, the committee will receive approval from the commissioner on whether the customer's application can be accepted or rejected. If rejected, a notification/letter of rejection will be sent to the applicant.

However, if the decision is accepted, the account officer will make an offering letter which will then be sent to the *murabahah* applicant. If the customer/ prospective buyer does not agree to the offering letter, the account officer will correct the new offering letter in accordance with the agreement (Asruni, 2022). Conversely, if the customer agrees, the offering letter will be given to the financing analyst to be archived and proceed to the next contract process, namely the financing binding stage.

At this stage, the customer submits an application for financing disbursement with a copy of the financing contract attached to the account officer. The Account Officer will print out the complete administrative and financial requirements and check whether they are met. In addition, the Accounting Officer prepares a fund disbursement memo, submits it to the financial control department, and submits it to the board of directors for approval. Then the financing administration also makes a financing supervision card which will then be confirmed to the account officer and the financing administration carries out

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the financing disbursement transaction according to the memo. The disbursement of funds goes directly to the Wates Jaya Phone account, and the Smart Phone on the *murabahah* contract is ready to be taken by the buyer who applies (Fathony & Rohmaniyah, 2021).

After Wates Jaya Phone fulfills its obligations, of course, in transactions there is reciprocity to be obtained. Therefore, Wates Jaya Phone provides the following installment payment or financing procedure. When the disbursement has been fulfilled, the installment payment begins. Initially, the financing admin schedules when customers are required to pay installments. Together with that, the financing admin will update the monitoring card. Every month the Loan Manager confirms the next month's installments until the due date agreed between Wates Jaya Phone and the smartphone buyer on a *murabahah* basis. If the installment card is paid off, the financing admin sends a list of installments. Previously, it should be noted that installments can be paid directly, namely directly to Wates Jaya Phone or the Wates Jaya Phone AO Office. Meanwhile, indirect payments can be made by transferring to an account that has been provided by the BUM Desa Wates Mulyo manager or the AO of Wates Jaya Phone.

The repayment is then reported by the financing admin, the report is a list of smartphone buyers on a *murabahah* basis whose financing installments have all been paid off and submitted to the account officer to make a certificate of repayment to the customer. Then the customer fills out the collateral retrieval form to be accepted by the account officer. The account officer then submits it to the financing analyst. The form is received and checked after being submitted to the Financial Analyst Department. The financial analyst department then hands

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over the collateral to the accountant, who makes a receipt. After the receipt has been made by the account officer department, the account officer hands over the guarantee to the customer.

The customer accepts the guarantee and signs the guarantee receipt, the guarantee has been officially handed over to the customer. AO or the manager of Badan Usaha Milik Desa Wates Mulyo updates the customer's financing status (completed financing status). The Accounting Officer then submits to the Financial Analyst Department the warranty receipt which is submitted to the warranty owner (buyer). The payment process is completed when the accountant hands it over to the financial analyst and the financial analyst receives the signed receipt. This is one cycle of *murabahah* financing for the purchase of shortcut cell phones at Wates Jaya Phone, which is one of the business units owned by Badan Usaha Milik Desa Wates Mulyo.

Based on the discussion above, it is known that *murabahah* transactions at Wates Jaya Phone are carried out with a single contract, different from *murabahah* transactions in previous research which in practice use two contracts at once, namely *Murabahah* and *Wakalah* (Pitsyahara & Yusup, 2023), which is not in accordance with DSN MUI Fatwa No. 4 of 2000, such as research from Pitsyahara and Yusup in 2023 or research by Setiawan on the same years which shows that there are Sharia Institutions with potential *ribawiyah* in the practice of transactions with *mudarabahah* contracts which are camouflaged into *wakalah* contracts (Setiawan et al., 2023).

Meanwhile, the problems that arise at this stage are more related to the rejection by Wates Jaya Phone because the applicant or prospective applicant does not meet the specifications for carrying out *murabahah* financing through the

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6C scheme, as in research from Luluk et al in 2022. This is a big consideration because potential defaulters on installments can be detected early from this stage, so the points contained in the DSN MUI Fatwa no. 17 of 2000 from the book written by Yaya, Erlangga and Abdurahim in 2018 regarding *Murabahah* Fines such as 1) imposition of sanctions due to delays, 2) customers being unable to pay due to force majeure, and 3) customers being able but not having the good faith to pay, the possibility will be very small. So far, the *murabahah* practice at Wates Jaya Phone at this initial stage has passed terms of normative/Islamic rules and formal/legal rules (Yaya et al., 2018).

Murabahah Financing Problems and Solutions

The problem that occurs and is experienced by Wates Jaya Phone is the uncooperativeness of some customers in paying installments. The problem or obstacle that is usually found in *murabahah* financing for the purchase of smartphones is that if the financing stops due to the customer's inability to pay, then Wates Jaya Phone has prepared two solutions to overcome it.

First, the admin will review the installment schedule and the buyer's arrears list so that the buyer can see the payments they have made. The financing admin checks the collectability of the buyer or customer, whether the customer has paid the installment or not. Then the admin processes changes in customer collectability, checks regularly then the account officer monitors customer collectability. After completion, the financing admin recaps the collectability status.

If the collectability status passes collectability 1, it goes into the procedure for resolving problem financing and if the arrears list with collectability 1 status, the recap will be given to the account officer or Badan Usaha Milik Desa Wates

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Mulyo, then the account officer receives a recap of the arrears list of collectability 1 and conducts collection and handling of arrears. The account officer will make a report on the handling of arrears and give it to the director/financing committee. This is done to find out that the customer is in arrears. After the arrears report is received by the director/financing committee, the report is archived.

Second, Badan Usaha Milik Desa Wates Mulyo or the account officer checks collectability then the account officer verifies arrears, analyzes, evaluates, reviews, gives warning letters, and conducts visits. After that, the account officer makes a visit report and financial review (Luluk et al., 2022). If the customer does not have the financial capacity and/or does not have good intentions to settle the arrears, collateral withdrawal and/or legal proceedings are carried out to the relevant agencies (legitimization/non-legitimization), in this case, Wates Jaya Phone has its legal team (Pitsyahara & Yusup, 2023).

If the customer still has the financial capacity and good intentions, the account officer proposes to settle the arrears to the financing committee / authorized officer on DSN MUI No. 48, 2005 (Dewan Syariah Nasional-Majelis Ulama Indonesia, 2005a). The committee decides to settle the arrears. If the committee/authorized officer does not approve, legitimization/non-legitimization is carried out. If the committee approves, the account officer makes an offering letter to the customer for restructuring/rehabilitation. If the customer does not agree to the offering letter, the account officer will report to the committee/authorized officer for further decision. If the customer agrees, restructuring/rehabilitation will be carried out, and proceed to the procedure for making a financing contract with the financing settlement procedure.

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One thing to remember is that Wates Jaya Phone has established communication with its customers to anticipate such problems and the manager knows why customers do not pay their debts. In this case, the manager can go directly to the customer and pay in installments, and in terms of following up with each member who wants to pay in installments and prospective members who want to finance, Wates Jaya Phone dares to compete in the profit-sharing margin. One of the policies that are beneficial for customers is that they do not have to use a DP or down payment in the transaction and pay directly in the first month with an easy and simple process, this can be a plus in the *murabahah* contract transaction for purchasing smartphones (*mabi'*) at Wates Jaya Phone.

Similarly, customers or buyers (*musytari*) who are absent from monthly installment payments are automatically also called *Wanprestasi* or Default (Sachputri & Wijaya, 2021). *Wanprestasi* is the failure of the customer to fulfill obligations or all matters specified and shared in the contract to cause losses to the lender or seller (*ba'i*) both in depreciation of capital value and deduction from the profit-sharing value for the seller in this case Wates Jaya Phone. If default occurs due to customer negligence which results in losses to Wates Jaya Phone, then Wates Jaya Phone is entitled to compensation/*ta'widh* (Sa'diah et al., 2021).

Wates Jaya Phone can impose sanctions on customers who are proven to be able to pay but are in arrears on installment payments in default of any agreed provisions in the contract. So, fines are imposed from the first day of delay; while warning letters are only sent after the first month of late payment (one month beforehand, Wates Jaya will try to contact the *murabahah* applicant regularly and establish good communication to find out why the applicant failed to pay off the *murabahah* debt). Sanctions that can be applied are in the form of fines/*ta'zir* (DSN

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MUI No. 17, 2000) or compensation/*ta'widh*. Wates Jaya Phone may apply either or both in accordance with the terms and conditions described in this standard. Penalties for arrears (fines or *ta'zir*) should be earmarked as a social or benevolent fund while compensation (*ta'widh*) can be recognized as a reserve fund (Ardika, 2022).

Murabahah fines or Penalty for arrears or *ta'zir* are only imposed on the customer if the customer is proven to be negligent in their installment payment obligations. Customer negligence is defined as a mistake made by the Customer in terms of late payment of the financing provided in this contract. Wates Jaya Phone applies and sets fines by consensus on violations committed by several customers who have defaulted (DSN MUI No. 47, 2005). Furthermore, the policies carried out by Wates Jaya Phone include identification of violations, analysis, evaluation, issuance of warning letters (Max. 3), and visits if the customer does not respond to the warning (Dewan Syariah Nasional-Majelis Ulama Indonesia, 2005b).

Different from research by Sa'diah, Fahmi, and Amir in 2022, Wates Jaya Phone not only applies *tazir*/fine sanctions but also fines in the form of compensation or *ta'widh.* A more specific fine is a fine of 1.5% (the percentage is deliberately made high enough to have a deterrent effect) per month according to the transaction (smartphone) price along with an additional margin. For example, if the selling price is a lump sum with a margin of IDR 2 million, the fine every month is around IDR 30 thousand (or IDR 1 thousand per day) which will be distributed as *infaq*. But, 1.5% is still far from the fines imposed by KSPPS BMW Ar-Rahmah East Java from Ardika's research in 2022 which states that the implementation of *ta'widh* (compensation) is set for members at 4% at the

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beginning of the contract and accumulates for each day of late payment (Ardika, 2022). Compensation is carried out by selling the collateral according to the agreement or withdrawing the smartphone which is the object of the *murabahah*. However, on the other hand, this is similar to the treatment in the research of Sa'diah et al., except that collateral or *murabahah* objects withdrawn and sold by sharia business units are not referred to as *Ta'widh*, even though in practice they are the same (Sa'diah et al., 2021).

Generally, the selling price certainly can't cover the installments (it is rarely sold for more), so the final task of Wates Jaya Phone is to collect the remaining money which is still due to the customer's debt. But even though it is rare, Wates Jaya Phone has two options regarding the excess sale of items that have been withdrawn. Firstly, consider the good faith of the *murabahah* customer, if they are deemed to behave cooperatively then the funds will be returned, meanwhile if, during the settlement process, they are always absent then the excess funds will go into the shop's emergency fund which is off balance sheet and does not rule out the possibility of being used as social funds as well. Even though *tawidh* is not mentioned in the DSN MUI Fatwa No. 17 of 2000 but only *tazir*, the last three general provisions state that the implementation of *Murabahah* Fines for both *tazir* and *tawidh* on the Wates Jaya Telephone has been carried out in practice, namely point 4) sanctions are based on the principle of *ta'zir* which aims to make customers more disciplined in carrying out their obligations, 5) Sanctions can be in the form of a fine of a sum of money whose amount is determined based on the agreement and carried out when the contract is signed, and finally 6) Funds originating from fines are designated as social funds.

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CONCLUSION

The results of this research, based on the discussion above, can be concluded that four stages must be passed to apply for a smartphone purchase at Wates Jaya Phone. The four stages include: making an application by filling in personal data and other additional documents to check their validity as a prospective *murabahah* customer, after the files are assessed as complete and received, the next stage is approval of the financing, at this stage there is bargaining over the amount of financing if the financing is assessed. is too large then it is likely that the financing will be rejected, whereas if it is approved, proof of the offer letter will be archived, the next stage of the financing binder is used to disburse the financing as well as purchase the *murabahah* ordered goods, and finally the installment financing procedure, at this stage periodic checks are carried out to determine the *murabahah* customer's compliance in pay the installments. *Murabahah* payments at Wates Jaya Phone are very easy and can even be done without a down payment with competitive margins/profits, so this business unit is quite competitive. At this initial stage, a system is also implemented to knock out prospective applicants who do not meet the specifications to reduce the risk of default on installment payments. Apart from that, it is also known that Wates Jaya Phone carries out a single *murabahah* contract, not two contracts at one time which are usually carried out by other Sharia business units, namely the *murabahah* and *wakalah* contracts which violent Sharia rules.

Meanwhile, problems that often hinder the completion of *murabahah* contracts come from customers/buyers who default in paying installments even though they are considered capable. For this reason, the solution implemented

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by Wates Jaya Phone is to temporarily collect evidence of arrears and delays to summarize them into one, analyze them, then report them, and don't forget to archive them until a certain time limit until the customer has the awareness to voluntarily pay them off. However, if the customer is naughty then Wates Jaya Phone has the authority to impose a fine in the form of *ta'zir* in accordance with DSN MUI No. 17 of 2000. This means that Wates Jaya Phone imposes *murabahah* fines in the form of withdrawing money outside the transaction as a sanction, but these funds are intended for social funds, not income. Another function of applying this fine is to discipline customers. The next solution is to visit the customer's residence or business if the customer's status is (*Wanprestasi*), if the customer is deemed capable then negotiations and proposals will be carried out to provide restructuring of *murabahah* financing so that the receivables can be settled. The fine in the form of *Ta'widh* and *Tazir* of 1.5% carried out by Wates Jaya Phone follows the Fatwa DSN MUI No. 17 of 2000, where fines are used as social funds.

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