

**THE APPLICATION OF MURABAHAH CONTRACTS IN THE  
INSTALMENT SERVICES OF DHUAFAT PARTNER COOPERATIVES  
IN INDONESIA**

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**Abstract**

This article aims to examine the application of Murabahah contract in Mitra Dhuafa Cooperative, in Kembang Tanjung District, Pidie Aceh, Indonesia. This study is written with a conceptual approach, namely with the type of research is doctrinal legal research. The results showed that the procedure for applying the murābahah contract for instalment services of Mitra Dhuafa Cooperative in Lancang Village, Kembang Tanjung District was carried out in two stages. Firstly, members apply for financing with the conditions that they must be women with low income, a group of at least 10 members, business financing, with the permission of their husbands or family members, complete photocopies of KTP, KK, details of the items to be purchased. Secondly, the implementation of the murābahah contract. At this stage two contracts are executed, first the wakalah contract, which is the cooperative representing the purchase of goods to members on behalf of the cooperative, followed by the murābahah sale and purchase contract. The implementation of the murābahah contract is in accordance with Sharia principles, without any elements of usury, gharar, maisir and zhulm. Nevertheless, Mitra Dhuafa Cooperative needs to pay attention to the members, must understand the process of the contract mechanism used, then members so that they carry out all their obligations in fulfilling the instalments.

**Keywords:** Akad Murabahah, Fiqh Muamalah, and Koperasi Mitra Dhuafa.

## Abstrak

Artikel ini bertujuan untuk mengkaji penerapan akad Murabahah pada Koperasi Mitra Dhuafa, di Kecamatan Kembang Tanjung, Pidie Aceh, Indonesia. Penelitian ini ditulis dengan pendekatan konseptual, yaitu dengan jenis penelitian adalah penelitian hukum doktrinal. Hasil penelitian menunjukkan bahwa tata cara pengajuan akad murābahah jasa pemasangan Koperasi Mitra Dhuafa di Desa Lancang Kecamatan Kembang Tanjung dilakukan dalam dua tahap. Pertama, anggota mengajukan pembiayaan dengan syarat harus perempuan berpenghasilan rendah, anggota kelompok minimal 10 orang, pembiayaan usaha dengan izin suami atau anggota keluarga, fotokopi KTP, KK, rincian barang lengkap. untuk dibeli. Kedua, pelaksanaan akad murābahah. Pada tahap ini dilakukan dua akad, pertama akad wakalah, yaitu koperasi yang mewakili pembelian barang kepada anggota atas nama koperasi, yang dilanjutkan dengan akad jual beli murābahah. Pelaksanaan akad murābahah sesuai dengan prinsip syariah, tidak ada unsur riba, gharar, maisir dan zhulm. Meskipun demikian, Koperasi Mitra Dhuafa perlu memberikan perhatian kepada anggota, harus memahami proses mekanisme kontrak yang digunakan, kemudian anggota agar dapat melaksanakan segala kewajibannya dalam memenuhi instalasi.

**Kata Kunci:** Akad Murabahah, Fikih Muamalah, dan Koperasi Mitra Dhuafa

## INTRODUCTION

Cooperatives are one of the legal forms of business that have emerged in Indonesia. According to Article 1 point 1 of Law Number 25 of 1992 concerning Cooperatives, it is stated that an Indonesian cooperative is a business entity consisting of people or cooperative legal entities by basing its activities on cooperative principles, as well as a people's economic movement based on family principles.<sup>1</sup> According to Idri, cooperative is an association or organisation consisting of people or legal entities who work together with full awareness to improve the welfare of its members on a voluntary basis in a family manner.<sup>2</sup>

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<sup>1</sup>Paula Chrestina H., *Pengawasan Koperasi Kredit*, (Malang: Media Nusa Creative, 2017), p. 135.

<sup>2</sup>Idri, *Hadis Ekonomi*, (Jakarta: Kencana Prenada Media Group, 2017), p. 247.

Until now, Islamic finance companies, both banks and non-banks such as cooperatives, have issued various muamalah products. One of the Islamic cooperative products is *murabahah* financing, which is a financing product using a sale and purchase agreement between the company (read: cooperative) and the customer at an agreed price plus a profit margin.<sup>3</sup> In this context, Islamic financial institutions provide facilities through the purchase of objects of goods by the company, then resell them to customers at a due and non-cash price paid in stages. One of the characteristics of the *murabaha* contract is that the financial institution must inform the customer of the amount of the capital price and profit at once to the customer.

The provisions of financing using *murabahah* contracts in Indonesia must be adjusted to the legal principles stipulated by Fatwa DSN MUI Number 04/DSN-MUI/2000 concerning *Murabahah*. One of the provisions of this fatwa is that the bank (or finance company) buys the goods needed by the customer on behalf of the bank, then the finance company resells to the customer (order) at a selling price equal to the purchase price and then adds the profit by the bank.<sup>4</sup>

One of the cooperatives that is currently active and provides *murabaha* financing products is the Mitra Dhuafa Cooperative in Lancang Village, Kembang Tanjung District. Mitra Dhuafa Cooperative was established in 2004 until now, its members number 1,500 people consisting of administrators, employees and the surrounding community. Each member of this cooperative must pay a principal deposit of Rp. 100,000 as well as mandatory savings that must be paid weekly according to the amount of the loan. Co-operative members must wait four weeks before they are allowed to borrow money. For each loan, whether small or large, a period of 25-50 weeks is given to repay the loan with an additional fee of 3% of the loan amount each month.

The practice is generally carried out by customers to buy certain goods, except that the process is not actually bought by the cooperative, but the cooperative only lends money worth the price of the goods to be purchased, and in instalments with a profit margin obtained by the cooperative. The problem today is that the practice of saving and borrowing has been widely implemented, but the reality in the field is not in line with the principles of Islamic law. The practice of saving and borrowing should

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<sup>3</sup>Andri Soemitra, *Hukum Ekonomi Syariah dan Fiqh Muamalah di Lembaga Keuangan & Bisnis Kontemporer*, (Jakarta: Kencana Prenada Media Group, 2019), p. 234.

<sup>4</sup>Fatwa Dewan Syariah Nasional Nomor 04/DSN-MUI/IV/2000 Tentang Murabahah

benefit both parties to the transaction with the provisions and sharia that regulate this transaction. Therefore, it is interesting to analyse and study more deeply the *murabahah* contract at the Mitra Dhuafa Cooperative in Kembang Tanjung District, Pidie Regency by conducting research on the review of fiqh muamalah on the application of the murabahah contract in the installment service of the Mitra Dhuafa Cooperative (Komida). This research was conducted in Gampong or Lancang Village, in Kembang Tanjung District, Pidie Regency, Aceh Province.

## RESEARCH METHOD

This research uses a *conceptual approach*, which is an approach that departs from views or doctrines that are in accordance with the *legal issues* being studied, so that these views or legal doctrines are used as the basis for analysing the legal issues under study.<sup>5</sup> The legal issues discussed in this study are legal issues related to the muamalah fiqh review of the application of the *murabahah* contract in the instalment service at Mitra Dhuafa Cooperative: A Research in Lancang Village, Kembang Tanjung District. This type of research is doctrinal or normative legal research. Doctrinal legal research is also called normative legal research, which examines library materials and field data related to the fiqh muamalah review of the application of the *murabahah* contract in the instalment service of the Mitra Dhuafa Cooperative in Lancang Village, Kembang Tanjung District, Pidie Regency. The data sources of this research are interviews, documentation studies. In empirical legal research, this research data is analysed with a certain pattern that is *descriptive-analysis*.

## RESULTS AND DISCUSSION

### Concept of *Murabahah*

The concept of *murabahah* is a form of buying and selling,<sup>6</sup> a Sale and purchase itself is an exchange of assets as the object of a contract that is carried out on the basis of mutual convenience, or transferring property

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<sup>5</sup>Peter Mahmud Marzuki, *Penelitian Hukum*, Cet. 13, (Jakarta: Kencana Prenada Media Group, 2017), p. 133.

<sup>6</sup>Abdul Rahman Ghazaly, dkk, *Fiqh Muamalat*, (Jakarta: Kencana Prenada Media Group, 2016), p. 67.

rights with a justified exchange.<sup>7</sup> According to Al-Jazīrī's notes, two meanings of buying and selling are mentioned, both in the general and specific meanings. The general definition of buying and selling is all kinds of buying and selling freely according to the custom of the local community, and buying and selling in a specific meaning is every form of buying and selling including *salam*, *sharaf*, and other contracts.<sup>8</sup>

Referring to some of the definitions above, it is understood that the concept of buying and selling has at least five aspects, namely:

1. Parties that carry out buying and selling practices, namely sellers and buyers.
2. The practice of exchanging assets.
3. The assets exchanged are either in the form of goods for goods (barter), or goods for money.
4. Mutual willingness.
5. The object of the exchanged property becomes the property of each party.

The concept of *murābahah* cannot be separated from the concept of *al-bai'* or buying and selling, because *murābahah* itself is a form of buying and selling that has been legally recognised in Islamic law, even classical and contemporary scholars place the discussion of *murābahah* into a separate topic in their fiqh books. The concept of *al-murābahah* is a relatively common type of sale and purchase practised in the community and is known as "know profit" sale and purchase. The seller sells the goods in excess of the initial purchase price while the excess profit (profit) is known to both parties.

The term *murābahah* is derived from the word *rabaha*, meaning profitable, giving profit.<sup>11</sup> The meaning of *murābahah* in language seems to be general and is also used for all types of use of the word profit or profit. The meaning of *riba* is *ziyādah 'alā al-ra's al-māl* (addition to the principal). The use of the term *rubihāt* in the passage above is not directed to profit in buying and selling, but is used in the assumption (majaz) of the person who is unlucky *riba* and not guided (*hudā*) because he chooses misguidance. Thus, the term *al-ribh* (not *murābahah*) is not monopolised only for the purpose of buying and selling, but applies generally to all forms of profit.

<sup>7</sup>Mardani, *Fiqh Muamalat*, (Jakarta: Kencana Prenada Media Group, 2018), p. 101.

<sup>8</sup>Abdurrahman al-Jaziri, *Fikih Empat Mazhab*, (Terj: Nabhani Idris), Jilid 3, (Jakarta: Pustaka al-Kautsar, 2017), p. 266.

The profit may be material, such as the profit from buying and selling, the profit from a debt and credit contract (otherwise known as usury), or it may be non-material, such as the profit from doing good and so on. This is different from the use of the term *murābahah*, which is specific to the meaning of "knowing profit" sale or sale where the seller and the buyer both know the original price and the additional profit from the sale transaction that has been made.

According to the terminological meaning, it can be understood from the definitions of scholars, including Sayyid Sābiq, that *murābahah* is selling goods at the purchase price plus a certain profit. If the sale value is equal to the purchase price, it is called *tauliyah* sale, while if it is lower than the first purchase price, it is called *wadiyah* sale.<sup>9</sup> The condition for these three concepts of buying and selling is that the seller and buyer both know the profit of the *murābahah* model, the loss of the *wadiyah* model, or without profit and loss in the *tauliyah* model. This explanation is in accordance with the view of Yūsuf Al-Qardhawi in his book *Qawā'id Al-Hikmah al-Fiqh Al-Mu'āmalāt*, that *murābahah* sale and purchase requires the seller to explain the original price and the profit earned when selling to the buyer.<sup>10</sup> Abd al-Azim stated that *murābahah* is a sale at the purchase price plus a predetermined profit.<sup>11</sup>

These last two definitions suggest that the concept of *murābahah* is in principle a simple sale and purchase contract, comparable to the usual sale and purchase that is generally accepted in society. However, what distinguishes it from ordinary buying and selling is the seller's disclosure to the buyer of the profit he received from the first purchase, while in general buying and selling there is no requirement for the seller to explain how much profit he made from the sale. This is in line with what was reviewed by Muhamad, that *murābahah* is a contract of sale and purchase of certain goods, in which the seller mentions clearly and explicitly the goods being traded, including explaining the purchase price of the goods to the buyer, then requires him to make a profit and profit in a certain amount, which is called the profit margin.<sup>12</sup>

<sup>9</sup>Sayyid Sābiq, *Fiqh Al-Sunnah*, (Abu Aulia & Abu Syauqina), Jilid 5, (Jakarta: Republika, 2018), p. 38.

<sup>10</sup>Yūsuf Al-Qaradāwī, *Al-Qawā'id Al-Hākimah li Al-Fiqh Al-Mu'āmalāt*, (Terj: Fedrian Hasmand), (Jakarta: Pustaka Al-Kautsar, 2014), p. 19.

<sup>11</sup>Sa'id Abd al-'Azim, *Akhtā' Syā'i'ah fi Buyū' wa Hukm Ba'd Mu'āmalāt al-Hāmmah*, (Terj: Iman Firdaus), (Jakarta: Qisthi Press, 2014), p. 84.

<sup>12</sup>Muhamad, *Bisnis Syariah...*, p. 187.

The following definitions can be understood from the definitions of two scholars' formulations below:

1. Wahbah Zuhaili stated that *murābahah* is selling an object at the purchase price with a certain profit added, such as the owner of the object stating how much he bought the merchandise after which he asks for a certain profit either globally (such as by stating: I bought this item for ten dinars and I ask for a profit of one or two dinars), or in detail (such as by saying: I ask for one dirham for each dinar). The seller can ask for a specific profit, as well as asking for a certain percentage of profit.<sup>13</sup>
2. According to Yūsuf Al-Qhardhawi, *murābahah* sale is a sale with a selling price higher than the capital value.<sup>14</sup>

Referring to at least two definitions of *murābahah* sale and purchase above, we can find several important aspects that must be present in it, namely:

1. Seller
2. Buyer
3. Goods (object of contract)
4. Starting price
5. Selling price
6. The seller must explain the condition of the goods, the initial price and the selling price to the buyer.
7. *Akad* (agreement)

Based on the description above, the concept of *murābahah* sale and purchase is the same as buying and selling in general, differing only in the seller's frankness to the buyer regarding the original price and the profit he obtained. Therefore, it can be formulated in a new sense that *murābahah* sale and purchase is a consensual exchange contract for an item permitted in Islam in which the seller frankly explains the value of the purchase price of the goods to the buyer along with the agreed profit.

The initial concept of the *murābahah* contract only requires two actors between the seller and the buyer. Both can agree on the sale and purchase, the seller's position sells his goods by stating the amount of purchase capital and profit margin. The position of the buyer is also given the authority to

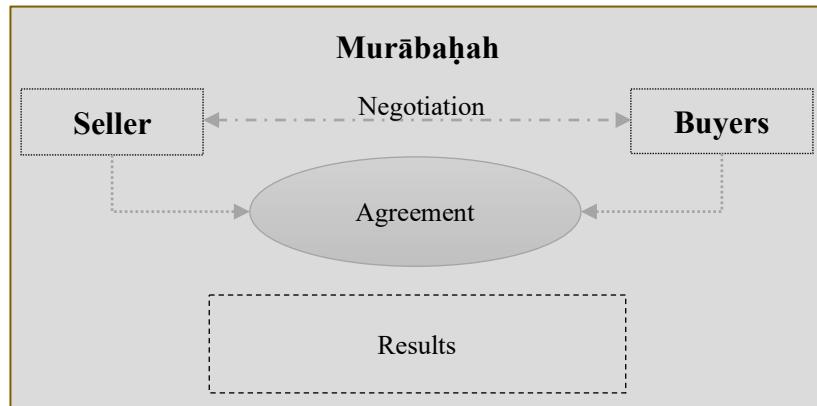
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<sup>13</sup>Wahbah Al-Zuhaili, *Al-Fiqh Al-Islāmī*..., p. 357.

<sup>14</sup>Yūsuf Al-Qarādāwī, *Al-Qawā'id Al-Hākimah*..., p. 19.

bargain whether the value of profit (profit) desired by the seller can be reduced or not. In simple terms, the *murābahah* contract process can be described as follows:

**Figure 1**  
*Murābahah* Deed Pattern Involving two parties



The Murabahah buying and selling process has developed following a pattern that was completely unknown in the classical period. The initial concept of only two parties became several parties involved in the contract. The latest and current pattern involves three parties, namely the buyer, the seller and the party that provides a facility called financing. In this condition, the seller is called as supplier, the buyer is called a consumer or customer, while the financing provider is a financing institution such as a bank or non-bank. The pattern carried out is for example that buyers or consumers want to buy a product, but there are not enough funds so they apply for financing from the company to buy the product from the supplier. This practice in the legal concept is called *murābahah li al-amr bi al-syar'i*.

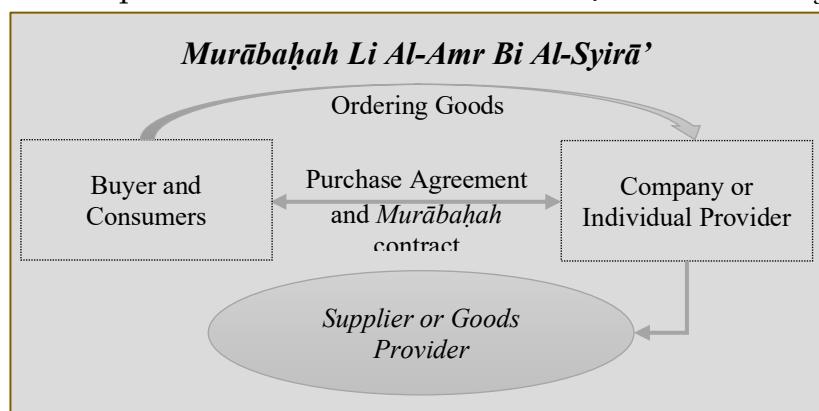
Term *murābahah li al-amr bil syirā'* simply means know profit sale and purchase carried out to the purchase order, or in terms known in Indonesia as *murābahah* sale and purchase to the Purchase Order (KPP).<sup>18</sup> Kepada Pemesan Pembelian (KPP) or *li al-amr bi al-syirā'* means that consumers order the purchase of goods to the company to be processed first or buy in advance to the *supplier* (the person who has the goods), the next step is that the company resells the goods at the capital price plus a certain profit margin agreed between the company and the consumer.

Wahbah Al-Zuhailī argued that *Murabahah lil al-amr bi syar'i* is *murābahah* related to the customer's promise to the bank to buy commodity

goods, the bank company then completes the purchase, owns and takes the goods and then resells them to the customer at an instalment price. On another occasion, Az-Zuhaili also stated that *Murabahah lil al-amr bi syar'i* is a sale with a person who orders to buy goods, where the form of the transaction is that a person submits a proposal to the bank to buy a car with specified characteristics, or buy laboratory equipment, medical instruments and also certain laboratory equipment. The bank then buys the goods and sells them to the person concerned, the payment process is determined within a certain period of time by means of credit. This activity consists of two promises (agreements), namely the promise of the customer to buy the goods from the bank to sell the goods by means of *murābahah*, or by adding a certain profit to the first price.<sup>15</sup>

These three parties in a *murābahah murābahah lil amr bi al syirā'* contract can be described as follows:

**Figure 2.**  
Relationship between the Parties in a *murābahah lil amr bi al syirā'*



Akad *murābahah li al-amr bi al-syirā'* contract is a development of the *murābahah* sale and purchase contract known in classical fiqh literature. Implementatively, the two contracts both use a sale and purchase contract, there must be a description of the profit and capital spent. However, in terms of the parties, conditions, and operational system, the two forms of sale and purchase have fundamental differences. Looking at the parties, for example, the *murābahah* contract only involves two people (seller and buyer) directly. The seller has a commodity and sells it to the buyer at a

<sup>15</sup>Wahbah Al-Zuhaili, *Qadāyā Al-Fiqh Wa Al-Fikr Al-Mu'āṣir*, Juz' 2, Cet. 2, (Damaskus: Dār Al-Fikr, 2012), p. 271.

price that is understood by both of them, either the original price or the higher purchase price as profit. In connection with that, the payment process by the buyer may be in the form of cash or credit. In contrast to the *murābahah li al-amr bi al-syirā'* contract, it consists of three parties: the buyer, then the company or individual that provides the financing facility, and finally the supplier of the goods. In terms of conditions, the *murābahah* sale and purchase contract only stipulates five conditions, namely:<sup>16</sup>

1. The buyer knows the first price or initial price of the commodity item
2. The buyer knows the profit earned by the seller
3. The capital expended should be in the form of goods that have similar variants.
4. The initial contract or agreement must be valid
5. It does not lead to usury in relation to the first price.<sup>17</sup>

The five conditions above apply in the context of a relationship between two people, the seller and the buyer. Unlike the *murābahah li al-amr bil shirā'* contract, in addition to fulfilling the five conditions above, there are also several other conditions that bind both between the customer and the bank or non-bank finance company, as well as between the supplier and the bank. The conditions that bind the *murābahah li al-amr bil shirā'* contract in addition to the previous five conditions are:

1. The customer must clearly explain the criteria of the desired goods both regarding the type, specifications and criteria.
2. The supplier's sale to the bank must be perfect, or the contract between the bank and the supplier must be valid and perfect, not debt.
3. The commodity of the object being traded must legally belong to the bank or finance company.
4. The bank must honestly explain the price of the goods purchased from the supplier as initial capital, and explain the profit margin.
5. The method of purchase is usually in instalments. Because, if the buyer is able to buy in cash, there is no need to apply for financing,

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<sup>16</sup>Wahbah Al-Zuhailī, *Al-Fiqh Al-Islāmī Fī Uslūbih Al-Jadīd*, (Damaskus: Dārul Kitāb, 1967), p. 416-418; Lihat juga penjelasan Wahbah al-Zuhailī dalam literatur yang lain, Wahbah Al-Zuhailī, *Al-Mu'āmalāt Al-Māliyah Al-Mu'āṣirah*, (Damaskus: Dār Al-Fikr, 2006), p. 67-68.

<sup>17</sup>Wahbah Al-Zuhailī, *Al-Mu'āmalāt Al-Māliyah....*, p. 68.

this financing is proposed precisely because The buyer does not have enough funds or money to buy the commodity he wants, so he needs a finance company that can buy it in cash and is willing to commit itself to being paid in instalments by the buyer.

The two points of view above can be understood directly during the process and implementation system. The murābahah contract is less complicated because the buyer can directly meet the seller, both of whom can bargain about the amount of the selling price and the profit earned by the seller. For the murābahah lil amr bi al shirā' contract, it has a relatively complicated mechanism and may require several contract processes and stages passed by the parties. The implementation and practice in Islamic banking and Islamic financial institutions of the murābahah sale and purchase contract as described in the three types above have the opportunity to violate the values of Islamic law. Therefore, the possibility of such violations can be anticipated when the chances of violations are minimised, namely that the finance company must be able to truly apply the principles of the murābahah contract so that the contract applied is in accordance with sharia principles.

### **Procedures for the Implementation of Murābahah Akad in the Installment Service of Mitra Dhuafa Cooperative**

Murābahah is a form of sharia contract that is currently developed in various financing companies, including in cooperatives that initially applied the conventional financing system. This research specifically examines the process and procedure of applying the murābahah contract to instalment services at the Mitra Dhuafa Cooperative Branch in Lancang Village, Kembang Tanjong Sub-district, Pidie Regency.

At the time of this research, and based on data submitted by the Branch Admin at Koperasi Mitra Dhuafa, Sarah Maulid, that the sale and purchase financing using the murābahah contract as of 10 May 2023 had reached 1,821 people. This number is the number of active members. Similar information was provided by Novi, one of the staff at Mitra Dhuafa Cooperative. She added that the number will continue to increase or decrease because there is a number of active members incoming and outgoing members because they have finished financing and have finished

carrying out their obligations.<sup>18</sup> The growth in the number of members is influenced not only by the easy services provided by Mitra Dhuafa Cooperative, but also because the financing services of Mitra Dhuafa Cooperative are quite helpful to the community in an effort to develop business.

Sale and purchase financing using the murābahah contract is devoted to the business sector, not for the purchase of consumptive goods, but instead must be productive, for example the purchase of merchandise, materials or equipment in business and others. There are five main requirements for applying for financing at Mitra Dhuafa Cooperative, namely:<sup>19</sup>

1. The party applying for financing must be female
2. Must have permission from husband or family member
3. The proposed financing must be in the form of business
4. The proposed financing must be in a group, at least 10 people
5. Files such as photocopies of KTP, KK, then details of the goods to be financed.<sup>20</sup>

As per the initial profile, the financing service at Mitra Dhuafa Cooperative is only for women's groups and is one of the cumulative requirements in addition to the other four requirements as mentioned above. The Mitra Dhuafa Cooperative branch in Lancang Village also only provides group financing services, meaning that individual applications cannot be submitted. Therefore, at the time of the initial contract, the parties that must be present are the group of women applying for financing services, their husbands, then the village officials or apparatus.<sup>21</sup>

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<sup>18</sup>Interview with Novi Rahmadani, Staf Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

<sup>19</sup>Interview with Sarah Maulida, Admin Cabang pada Koperasi Mitra Dhuafa, di tanggal 10 Mei 2023.

<sup>20</sup>Interview with Mulyadi, Staff Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

<sup>21</sup>Interview with Zulfahmi Tumanggo, Manager Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

services, their husbands, then the village officials or apparatus Related to the procedure for applying the murābahah contract, it is carried out in a separate procedure which is generally the same as the murābahah financing procedure in other Islamic financial institutions, both banking and non-banking, including the stage of applying for financing, the stage of realisation of the murābahah contract. These two stages are carried out simultaneously even though they are interspersed by a relatively short period of time, namely between the time of submission and the time of application of the murābahah contract between the member and the cooperative.

The application stage is carried out by member groups who want to buy something for their business but have sufficient capital or money. Financing is one of the solutions taken by the community by fulfilling the conditions as explained earlier. The condition is that members who apply for financing are only given to women who have low income or are in a low economy. Another requirement is that it must be done in groups of at least 10 members, the next requirement is to complete all the files, namely photocopies of KTP, KK, the approval of husband or family.

During this step of the application process, the cooperative conducts a five-day meeting to provide detailed explanations of each provision. This includes information on the types of products that can be financed, the amount of financing available, and a clear explanation of the margin between the capital borrowed and the profits earned by the cooperative through financing.<sup>22</sup>

The murābahah contract realisation stage refers to the second stage in which the cooperative allocates funds to acquire items. The member is assigned the responsibility of making the purchase, after which the purchase receipt is submitted to the cooperative for the purpose of verifying the items. Currently, the cooperative is proceeding with the execution of the sale and buy agreement with its members, utilising the murābahah contract.

Based on the given description, it is clear that the process of implementing a murābahah financing contract consists of two main stages: the financing application stage and the murābahah contract realisation stage. When purchasing items, the cooperative acts on behalf of its members to make the transaction. Currently, the murābahah contract has

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<sup>22</sup>Interview with Sarah Maulida, Admin Cabang pada Koperasi Mitra Dhuafa, di tanggal 10 Mei 2023.

not been carried out as the first contract is a wakalah contract for the acquisition of goods. Zilfahmi, Manager of the Mitra Dhuafa Cooperative, has stated that the contract utilised is a hybrid of a representative agreement and a murābahah sale and buy agreement, thus referred to as murābahah bi al-wakalah. The Mitra Dhuafa Cooperative facilitates the acquisition of desired products by its members, whereby the purchased goods are held and owned by the cooperative. Next, once the items have been bought, members must go back to the Mitra Dhuafa Cooperative Office and present a purchase receipt. Then, a murābahah contract will be executed between the Mitra Dhuafa Cooperative and the member. Consequently, there exists a distinction between the contracts of wakalah and murābahah, which pertain to purchasing and selling. Zulfahmi described the procedure for implementing the murābahah bi al-wakalah contract utilised by the Mitra Dhuafa Cooperative as follows:

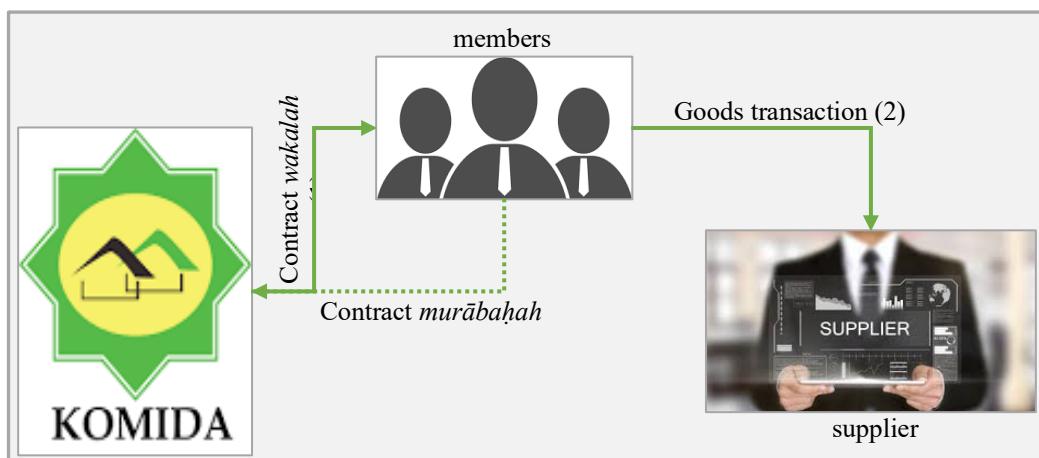
“In practise, we employ the murābahah wa al-wakalah contract, wherein we function as the representative of the member to purchase the necessary things on their behalf. However, it is required that the member provides the shopping receipt in the first week prior to the execution of the murābahah contract. This week, we will provide the funds without having entered into a contract yet. The initial contract in this phase will be the wakalah contract. After acquiring the things, we will proceed with the murābahah contract. The duration for executing this purchase via a murābahah contract is one week. Prior to the implementation of sharia, there was no requirement for members to present their purchase receipt in order to proceed with a murābahah contract. However, there is now a mandatory requirement for members to furnish a purchase receipt for the goods we are representing, so that it can be subsequently processed through a murābahah pattern sale and purchase agreement”.<sup>23</sup>

The provided information illustrates the sequence of executing the murābahah contract, commencing with the representation of the buy and proceeding with the sale. This agreement utilises a sharia-based contract known as the wakalah contract. Members' purchases are directly made from suppliers, who are the providers of commodities, whereas cooperatives handle resales to their own members. The process and mechanism for adopting murābahah financing can be outlined as follows:

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<sup>23</sup>Interview with Zulfahmi Tumanggo, Manager Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

**Figure 3:** Procedure for Implementing the Murābahah Agreement in Komida



Source: Author's Processed Data (2023)

Based on Figure 3 above, it can be understood that the Mitra Dhuafa Cooperative (Komida) distributes financing funds to members, in order to represent the purchase of goods to suppliers (goods providers) on behalf of the cooperative using a wakalah agreement, then members buy goods from the goods provider or supplier, provide a purchase note to the cooperative and proceed with signing the murābahah agreement. In practice, it is quite clear that there is a separation between the wakalah contract and the murābahah contract.

The discussion on profit margin is conducted at the beginning of the contract. Di sini, anggota sering melanjutkan untuk memohon pembiayaan berikutnya. In other words, once one financing has been settled, the same participant with the same product will no longer be eligible. Essentially, the explanation regarding the contract has been sufficiently provided at the initial contract, and therefore it is no longer necessary to repeat it as the members are already aware of it. This is understood from the statement of Zulfahmi as follows:

The discussion of margin is typically addressed during the formation of a new group. Here we socialise, together with our spouse and the village officials. At this stage, the magnitude of the profit margin for

the parties applying for financing will be explained. However, once a connection has been established, we often refrain from further explanation as the majority of members are already aware.<sup>24</sup>

The above statement is also consistent with Mulyadi's explanation, which states that members who purchase goods must present their purchase receipts. Prior to providing funds for purchasing goods, the Mitra Dhuafa Cooperative will request a detailed list of the items to be purchased during the financing application process conducted by its members. Subsequently, the members will proceed with the purchasing process. Following the purchase, the staff of Koperasi Mitra Dhuafa will conduct monitoring by directly inspecting the purchased goods to determine if they match the initial item details provided in the purchase receipt.<sup>25</sup>

The profit margin obtained by the Mitra Dhuafa cooperative is a crucial feature of the murābahah contract that requires explanation. Typically, the margin is explained at the start of the contract to ensure that members have a clear understanding of the cooperative's capital and profit margin. In addition, the contract also delineates the precise sum of the monthly installments.<sup>26</sup> Field Staff member M. Fadil clarified that throughout the execution of the financing arrangement, all crucial aspects pertaining to the agreement would be elucidated, encompassing the cooperative's profit or margin. The cooperative disburses monies to members for the purpose of purchasing, followed by the execution of a murābahah contract.<sup>27</sup>

Idawati and Ismarani, both members of the Mitra Dhuafa Cooperative, have also verified the aforementioned information on their application for murābahah finance. The statement explicitly specified the contract's key details, such as the funding amount and the cooperative's profit margin. This notification is issued at the commencement of the contract. The key aspect of this information is that the cooperative is making an endeavour to fulfil one of the prerequisites for murābahah financing, which involves the seller providing a detailed explanation of the price, initial capital, and an added profit margin. The seller in this role is

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<sup>24</sup>Interview with Zulfahmi Tumanggo, Manager Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

<sup>25</sup>Interview with Mulyadi, Staff Koperasi Mitra Dhuafa, tanggal 10 Mei 2023.

<sup>26</sup>Interview with Arjun, Staf Lapangan Koperasi Mitra Dhuafa, 10 Mei 2023.

<sup>27</sup>Interview with M. Fadhil, Staff Lapangan Koperasi Mitra Dhuafa, tanggal 210 Mei 2023.

assumed by the Mitra Dhuafa Cooperative, as they have been authorised to make purchases on behalf of the cooperative. This ensures that the goods in question are officially owned by the cooperative. Subsequently, a murābahah contract is executed between the Mitra Dhuafa Cooperative, acting as the seller, and the member, acting as the buyer, with the condition that payment is made in installments.

### **Implementing Murābahah agreements for installment services in the Mitra Dhuafa Cooperative**

Murābahah contract financing is a commonly offered financial product by sharia-compliant entities, including banks and non-banks such cooperatives. It is preferable to conduct muamalah in accordance with sharia values and principles. Sharia principles ensure compliance with sharia norms, such as avoiding usury, gharar (ambiguous, unclear contracts), and fraud. Compliance with sharia principles in all aspects of muamalah is a mandatory requirement for every Muslim, as ordained by Allah SWT. The purpose is to safeguard property against unauthorised possession, known as *hifz al-māl* in fiqh terminology, which is one of the five aims of its implementation. The concept of law in Islam is referred to as "maqāṣid al-syāri‘ah.<sup>28</sup>

Ensuring the safeguarding of property is an obligatory principle in Islamic law that must be upheld in all parts of muamalah activities. This entails refraining from engaging in any doubtful practises that may lead to prohibited actions, making a conscious effort to avoid usury, injustice, uncertainty, and gambling. This endeavour encompasses not only the transactions within a relatively uncomplicated communal setting, such as buying and selling in the market, but also necessitates the involvement of financial institutions and sharia banking firms, particularly in the implementation of product systems tailored to clients inside sharia cooperatives.

Cooperatives, as a form of financial governance in society, must adhere to the core principles of Sharia. In Indonesia, the enforcement of sharia contracts is extensively controlled, primarily through the fatwas issued by the National Sharia Council (DSN) of the Indonesian Ulema

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<sup>28</sup>Lima tujuan syariat Islam yaitu menjaga agama (*hifz al-dīn*), menjaga jiwa (*hifz al-nafs*), menjaga akal (*hifz al-‘aql*), menjaga keturunan (*hifz al-nasl*), menjaga harta (*hifz al-māl*). Lihat di dalam, Yūsuf Al-Qaraḍāwī, *Dirāsah fī Fiqh Maqāṣid Al-Syāri‘ah Baina Al-Maqāṣid Al-Kulliyāt wa Nuṣūṣ Al-Juz’iyyah*, (Terj: Arif Munandar Riswanto) (Jakarta: Pustaka al-Kautsar, 2017), p. 148.

Council (MUI). Murābahah financing goods, such as those offered by banks and non-bank financial institutions like cooperatives, can be guided by the National Sharia Council Fatwa No: 04/DSN-MUI/IV/2000, which specifically addresses Murābahah. This fatwa serves as the foundation for the regulations implemented by financial institutions in the management of murābahah financing instruments, which are founded on sharia principles. However, in specific instances, the implementation in practical settings still deviates considerably from the principles of sharia. Financial institutions often struggle or encounter difficulties when attempting to apply the provisions of the fatwa. This occurs due to suboptimal implementation of murābahah contracts by financial institutions.

Extensive research has uncovered several instances of both banking and non-banking entities operating under the guise of sharia financial institutions. However, these entities have shown incapable of effectively implementing sharia principles and values in practise. Contrary to expectations, the author discovered practises that diverged from those implemented by the Mitra Dhuafa Cooperative. At the time of this investigation, the Mitra Dhuafa Cooperative in Lancang Village, Kembang Tanjung District, was making efforts to adhere to sharia principles. The financing products involving purchasing and selling through the Murabaha contract offered by the Mitra Dhuafa cooperative, as previously noted, appear to align with the principles and aims of Sharia law (maqasid syariah) based on the author's observations. The implementation of murābahah finance, accompanied by a *wakālah* agreement signed by the cooperative and its members, is not merely a ceremonial procedure. Consequently, the cooperative effectively distinguishes the *wakalah* contract, initially executed, from the subsequent murābahah contract.

The condition in which the cooperative disburses a certain sum of money to its members differs from borrowing money, as the latter requires repayment by the member, with the loan amount surpassing the receivables. The funds disbursed by the cooperative to its members are not provided as a loan. The funds are allocated for the purchase of necessary things for the members. Members' role is primarily limited to purchasing items on behalf of the cooperative. Hence, the initial contract that is put into effect is the *wakalah* contract. Subsequently, participants must present and exhibit the purchase receipt for direct inspection by the Mitra Dhuafa Cooperative Field Staff. The subsequent step involves proceeding with the process of executing the murābahah agreement between the cooperative

and the relevant members. Consequently, the cooperative directly sells its commodities to its members. As per the author's perspective, these techniques are deemed suitable and adhere to sharia principles.

Cooperatives have the option to engage in pure murabahah contracts without the need for wakalah contracts. The analysis is outlined as follows:

### 1. Utilisation of an unadulterated murabahah agreement

In this pure murabahah contract, the member specifies the desired items, the designated store (supplier or provider of the object), as well as the specifications and quantity. Cooperatives have the ability to directly acquire items from the supplier by utilising a widely accepted sale and purchase agreement known as "bai". Following this transaction, the cooperative then proceeds to sell the goods back to its members through a murabahah contract.

### 2. Utilisation of related agreements

Cooperatives have the option to utilise a supplementary agreement known as a wakalah agreement, namely the murabahah bi al-wakalah, which is now being implemented by the Mitra Dhuafa Cooperative, Lancang Branch. Alternatively, the utilisation of these two types of agreements is referred to as a hybrid contract, which involves the simultaneous execution of two contracts within a single transaction. The practise undertaken by cooperatives for their members is commonly referred to as hybrid construction, despite the fact that the representative agreement (wakalah) is given priority over the murabahah contract.

Cooperatives also adhere to the rules of murābahah, which involve buying and selling. These principles, particularly those established by the Aceh MPU, require sharia financial institutions to reveal the initial price and the profit margin or amount earned by the cooperative. If the financial institution utilises a contract in conjunction with the wakālah contract, it is imperative that the institution guarantees the transfer of ownership of the items ordered by members to the cooperative, which would thereafter sell them to the members. This is done exclusively to effectively and flawlessly execute sharia principles.

A representative, whether an individual or an organisation, assumes the role of the party they represent in managing the subject matter. This means that the person being represented carries out the desires of the party who appointed the representative. This implies that the representative, in

his current role, is obligated to act on behalf of the muwakkil. At the Mitra Dhuafa Cooperative, when practising wakālah financing murābahah contracts, members are designated as ḥukmī representatives. This is because the cooperative owns the commodities acquired from suppliers, rather than the individual members. An essential aspect that arises in the implementation of wakālah contracts for murābahah finance at the Mitra Dhuafa Cooperative Branch in Lancang Village is worth noting.

The National Sharia Council Fatwa Number: 04/DSN-MUI/IV/2000 states that banks (including non-banks acting as financing institutions like cooperatives) must adhere to certain requirements when conducting murābahah financing through a wakālah contract. Specifically, the goods involved in the transaction must be owned by the financing institution. Consequently, the cooperative is required by law to own items from suppliers in order to subsequently sell them to its members. Commodity goods, in practise, are essentially owned by the financing institution, but this may only happen if two specific conditions are fulfilled.

1. The cooperative procures items directly from vendors based on the preferences and criteria selected by the members. This technique is not reliant on a wakālah contract.
2. In the case of a cooperative that includes a wakālah contract, it is necessary to ensure that the signing of the al wakālah contract is distinct from the murābahah contract. The al-wakālah contract is given priority over the murābahah contract. There should be a temporal delay between the wakālah and murābahah agreements.

It is crucial for the author to focus on two specific conditions in order to prevent the occurrence of double contracts, which can have significant ramifications and affect the legality of the contract. The implementation of a wakālah contract for murābahah financing involves a specific process. First, the cooperative acts as a representative for the member, initiating the wakālah contract. Then, the member purchases goods on behalf of the cooperative. Finally, the customer returns to the cooperative to proceed with the murābahah contract. This method can be used to mitigate any factors that may jeopardise the integrity of the contract.

Similar practises of utilising wakālah contracts for murābahah finance have also been observed at the Mitra Dhuafa Cooperative. The cooperative serves as the intermediary for both sales and purchase administration, as

well as providing financing facilities through a wakalah agreement. Essentially, the pattern is a symbolic agreement, resulting in the cooperative making great efforts to align with sharia ideals and principles. It specifically avoids any kind of usury, as it does not involve loan or borrowing. The cooperative segregates the two contracts at distinct intervals. Simultaneously implementing the signing of the wakalah contract and the murabahah contract implies that the cooperative does not engage in buying and selling transactions with suppliers. Consequently, the cooperative does not have ownership of the goods, as the buying and selling between the cooperative and its members is deemed nonexistent.

The utilization of wakalah contracts and murabahah contracts within the Mitra Dhuafa Cooperative falls outside the purview of the aforementioned hadith. There are, in fact, two contracts involved in the financing transaction. However, in practical implementation, these two contracts are executed independently, with a wakalah contract being conducted first for the procurement of commodities products, and subsequently followed by a murabahah contract. Hence, the restrictions outlined in the hadith can be circumvented. The contract pattern employed is an endeavor to incorporate an additional contract, specifically the al-wakalah contract, which is selected and utilized by the cooperative to enhance the accessibility of the cooperative for both its members and itself. An example of a forbidden activity is the simultaneous signing of both contracts at the same time. If the signature occurs simultaneously, two contracts will be present in a single transaction, which is explicitly prohibited by the Prophet Muhammad, as documented in the historical account of Imam Malik.

While the murabahah contract execution at the Mitra Dhuafa Cooperative aligns with sharia principles, it is crucial for the cooperative to ensure that all members comprehend the process and processes involved. Furthermore, in a murabahah contract, it is imperative for the cooperative to thoroughly elucidate all the procedures, encompassing the profit margin acquired by the cooperative, as a means of ensuring transparency. However, the cooperative does not enter into both the wakalah contract and the murabahah contract at the same time. This renders the transaction incongruous with the aforementioned hadith, which stipulates that each contract should be carried out incrementally to prevent the occurrence of dual contracts within a single transaction, and to guarantee that the

property acquired by the members genuinely belongs to the cooperative as per the fundamental concept.

## CONCLUSION

Based on the preceding discourse, it can be inferred that the process of executing the murābahah contract for installment services at the Mitra Dhuafa Cooperative, located in Lancang Village, Kembang Tanjung District, is conducted in two phases. During the initial phase, individuals seek financial assistance under the requirement that it is exclusively available to women with limited incomes. This assistance is granted to groups consisting of a minimum of 10 members, specifically for business purposes. However, the approval of their husband or a family member is necessary. To complete the application, the individuals must provide various documents, including a photocopy of their identification card (KTP), a photocopy of their family card, and a detailed list of the goods they intend to purchase. The second phase entails the execution of the murābahah contract. At this stage, two contracts are executed. The first contract is the wakalah contract, in which the cooperative acts as a representative to purchase goods on behalf of its members. The cooperative assumes ownership rights over the purchased goods. Subsequently, the members are obligated to present the purchase receipt for verification by the Field Staff. This is followed by the process of the murabahah sale and purchase contract. During the initial contract, the cooperative elucidated all procedures, encompassing the financing capital, the cooperative's profit margin, and the specific modality of the contract being executed. The utilisation of the murābahah contract principle in the installment service provided by the Mitra Dhuafa Cooperative adheres strictly to sharia norms, ensuring the absence of usury, gharar, maisir, and zhulm. The practise aligns with the objectives of sharia or maqāṣid syarī'ah. The utilisation of the murābahah financing method, accompanied by a wakālah contract, demonstrates that Komida distinctly distinguishes the initial execution of the wakālah contract from the subsequent implementation of the murābahah contract. The criteria under which the cooperative disburses and allocates a certain sum of money to its members differ from those governing borrowing funds. The funds disbursed by cooperatives to their members are not in the form of a loan, but rather serve the purpose of acquiring necessary commodities for the members' procurement activities.

Commodity sales conducted by cooperatives to their members do not involve the act of selling anything that is not or has not been possessed. In addition to that, this cooperative applies two separate contracts, namely a wakālah contract for purchasing commodities products, followed by a murabahah contract. There is no restriction on merging two contracts into a single transaction.

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