



### JUDGE'S CONSIDERATIONS REGARDING DEFAULT ON DELAYED PAYMENT OF CREDIT BY BRI SYARIAH PALANGKA RAYA BRANCH – (STUDY OF DECISION NO. 1/PDT.G.S/2020/PA. PLK)

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**Abstract.** The development of Islamic banking in Indonesia has led to an increase in Islamic economic disputes, particularly those related to financing defaults. This study analyzes judges' considerations in determining default on late payments of BRI Syariah loans, based on a survey of Decision No. 1/Pdt.G.S/2020/PA.Plk. The research method used is normative legal research with a case study approach to court decisions. Data was collected through a documentary study of the ruling, relevant laws and regulations, and Islamic economic law literature. The analysis was conducted using descriptive qualitative methods, drawing on primary legal materials, including court rulings, the Civil Code, the Compilation of Islamic Economic Law (KHES), and relevant laws and regulations. The results of the study show that the judge in decision No. 1/Pdt.G.S/2020/PA.Plk used a comprehensive approach by considering the *murabahah bil wakalah* financing contract, the bank's restructuring efforts, and the debtor's inability to fulfil their obligations even after being given leniency. The judge found default based on continuous late payments, disregard of repeated warning letters, and failure to take advantage of financing restructuring. The judge's considerations also integrated the principles of Islamic economic law with the provisions of positive civil law in determining the legal consequences of default. This study contributes to understanding the application of Islamic economic law in resolving Islamic banking disputes in Indonesian religious courts.

**Keyword:** judge's considerations, default, BRI Syariah.

#### A. Introduction

The Islamic banking industry in Indonesia has experienced significant growth over the past two decades. Bank Rakyat Indonesia Syariah (BRI Syariah), one of the major players in this sector, has offered various financing products to the community in line with Islamic principles. However, in its operational practices, legal issues often arise in relation



to the implementation of financing agreements, particularly in cases of default or breach of contract by debtor customers. Default in the context of Islamic economic law has characteristics different from those in conventional civil law. According to the Compilation of Sharia Economic Law (KHES), default is the failure to fulfil obligations stipulated in a contract, either by failing to do what was promised or by doing what was promised but not in accordance with what was agreed (Sa'adah et al., 2025). The fundamental difference lies in the concept of compensation, which must not contain elements of usury, as emphasised in Article 36 of the KHES and the principles of Islamic law.

The Religious Court has absolute authority to adjudicate sharia economic disputes pursuant to Law No. 3 of 2006, which amended Law No. 7 of 1989 on Religious Courts. This authority includes the settlement of disputes between sharia financial institutions and their customers, including cases of default in sharia financing. Religious court judges, when adjudicating Islamic economic cases, face the challenge of applying Islamic legal principles while also considering the provisions of positive law applicable in Indonesia.

The Palangka Raya Religious Court Decision No. 1/Pdt.G.S/2020/PA.Plk is a concrete example of how to handle default cases in sharia financing. This case involves a dispute between PT. BRI Syariah Tbk and a debtor customer, Reynaldy, regarding the late payment of *murabahah bil wakalah* financing instalments. The uniqueness of this case lies in the restructuring efforts the bank has undertaken for the customer, yet the default persists, leading to a lawsuit (Rahayu & Dzikrulloh, 2023).

In the context of Islamic economic law, judicial decisions must not only adhere to formal legal norms but also embody the ethical and moral dimensions of sharia. As Santika and Ghazali (2024) explain, Islamic legal reasoning allows the application of 'urf (customary practice) as a secondary legal source, particularly in economic disputes that are not explicitly addressed in the Qur'an or Hadith. This flexibility enables judges to render decisions that are both legally sound and socially relevant, especially in resolving financial disputes arising from contemporary business practices. In cases such as the one involving BRI Syariah Palangka Raya, consideration of local practices and banking norms is essential to determining whether the debtor's actions constitute negligence or are influenced by systemic economic factors. Thus, the use of 'urf allows the judge to integrate social realities into legal interpretation while maintaining conformity with Sharia principles.

The COVID-19 pandemic has further complicated judicial considerations in economic default cases, as financial instability and reduced income capacity have affected many debtors' ability to fulfill their obligations. (Febrianty et al., 2025) Highlight that Indonesia's Sharia financial sector faced significant challenges during and after the pandemic, particularly in ensuring legal certainty, institutional resilience, and consumer protection amidst widespread economic disruption. Within this context, the Palangka Raya Religious Court's decision serves as an important benchmark for demonstrating how Sharia principles adapt to emergency conditions without undermining creditors' rights. The judge's role extends beyond enforcing contractual obligations; it also involves assessing whether circumstances, such as the pandemic, qualify as force majeure under both sharia and national law. This balance between compassion and accountability reflects the broader vision of *maqāṣid al-sharī'ah*, which seeks to protect wealth (*hifz al-māl*) while preserving social harmony.

Another crucial dimension in this case is the principle of *al-'adālah* (justice), which functions as the foundation for Sharia-based adjudication. (Santika and Ghazali, 2024)

argue that al-'adālah requires a fair equilibrium between rights and responsibilities, ensuring that neither the creditor nor the debtor experiences injustice. In the BRI Syariah case, the judge's consideration of the bank's restructuring efforts demonstrates an adherence to procedural fairness and the preservation of contractual integrity. Meanwhile, the debtor's continued negligence despite the leniency granted underscores the need to enforce sanctions to maintain legal order and prevent moral hazard. Therefore, the decision embodies a holistic understanding of justice that integrates compassion, accountability, and the preservation of trust in Islamic financial contracts.

Beyond its immediate implications, this case also contributes to the evolution of Islamic economic jurisprudence in Indonesia's religious courts. (Febrianty et al., 2025) Note that harmonizing Sharia principles with positive law remains a significant challenge, particularly in digital and financial disputes, where the legal framework continues to evolve. Decisions such as No. 1/Pdt.G.S/2020/PA.Plk illustrates the growing capacity of religious courts to serve as authoritative institutions in enforcing Sharia-based economic justice. By grounding the verdict in both the Compilation of Sharia Economic Law (KHES) and Islamic ethical principles, the court demonstrates the integration of normative and substantive justice. Consequently, this case not only strengthens public trust in Sharia banking but also reinforces the moral legitimacy of the Islamic judiciary in managing complex financial disputes in the post-pandemic era.

The judge's considerations in this case are important to examine because they reflect the application of the principle of justice in Islamic economic law, particularly in determining default. The judge must consider various aspects, ranging from the validity of the contract and the good faith of the parties to the settlement efforts made and the legal consequences in accordance with the principles of sharia. In a broader context, this ruling also reflects the development of religious court jurisprudence in handling Islamic economic disputes in Indonesia. The increase in default cases in Islamic banking is also inseparable from external factors, such as the impact of the COVID-19 pandemic, which has affected customers' ability to pay. It raises questions about how judges consider *force majeure* or compelling circumstances in determining default, as well as how to balance creditors' rights with fairness for debtors experiencing economic difficulties.

This is what motivated the author to conduct research on the judge's considerations in decision No. 1/Pdt.G.S/2020/PA.Plk is relevant to providing a deeper understanding of the application of Islamic economic law in judicial practice.

The points of interest in this study are as follows:

1. How did the judge consider the determination of default in Case No. 1/Pdt.G.S/2020/PA?Plk?
2. How is the principle of justice (*al-adalah*) applied in the judge's consideration of the legal consequences of default?

## B. Method

This research employs a normative legal method, based on Decision No. 1/Pdt.G.S/2020/PA.Plk as its primary object. The normative juridical method, as described by Hayat & Sukardi, is carried out through content analysis, which requires a close reading of the judge's argumentative structure rather than merely summarising the facts (Hayat & Sukardi 2020, p. 164). This technique is highly relevant for analysing the Palangka Raya decision because it enables the researcher to map the judge's rationality in evaluating restructuring as evidence of bad faith. The use of this approach makes the research more scientifically verifiable and prevents it from remaining at the level of mere

conceptual exposition. The data were obtained by examining the official court ruling, relevant statutory regulations, the provisions of the KHES, and academic literature on *wanprestasi* and *murabahah* contracts. Each document was analysed using a close-reading technique to identify the structure of the judge's reasoning, including the legal bases invoked, the normative argumentation, and the assessment of the parties' good faith. The elements of *wanprestasi* were extracted by categorising the debtor's actions in accordance with Article 36 of the KHES and Article 1234 of the Civil Code, and subsequently cross-referenced with the facts of the proceedings regarding payments, restructuring, and responses to warnings.

The analysis was carried out in three stages. First, a legal interpretation of the norms in the Civil Code and the KHES was conducted to determine the boundaries of obligations and negligence in *sharī'ah* financing. Second, a legal reasoning analysis was employed to assess the consistency of the judge's logic in connecting facts, norms, and *sharī'ah* principles such as *awfū bil 'uqūd* and *al-'adālah*. Third, a comparative examination was undertaken of the structure of the Palangka Raya decision and other relevant rulings to assess the consistency of the jurisprudence. This procedure systematically produced conclusions regarding the indicators of *wanprestasi*, the judge's assessment of good faith, and the decision's normative implications. Thus, this research method provides an operational and scientifically accountable foundation for accurately answering the research questions.

## C. Result and Discussion

### 1. The Judge's Considerations in Determining Breach of Contract

The judge's assessment in case No. 1/Pdt.G.S/2020/PA.Plk demonstrates a legal construction that places the *murabahah bil wakalah* contract as a civilly binding agreement as well as a *sharī'ah*-based instrument containing ethical obligations. The judge grounded the ruling not merely on the debtor's inability to meet the instalments, but also on the violation of the structural obligations within *murabahah*, which require certainty of price, margin, and payment schedule. Failure to fulfil any of these elements disrupts the order of the contract and negates the *manfa'ah* that forms the rationale for the permissibility of *murabahah*.

The debtor's non-compliance with the payment schedule is treated as a breach of commitment that goes beyond a mere administrative delay. In *fiqh mu'amalah*, such a condition is categorized as *tamāṭul*, namely the unjustified postponement of obligations without a *shar'ī* reason. The judge relied on Article 36 of the KHES to determine negligence in the form of failure to perform obligations, improper performance, and repeated delays. This provision affirms that *wanprestasi* occurs not only when a performance is left unfulfilled, but also when the performance's execution no longer aligns with the contract's foundational terms (Maulana 2024, p. 21).

The bank's restructuring offer becomes a crucial point of evaluation. Restructuring in *sharī'ah* financing is not merely a technical risk-mitigation mechanism. It is understood as a form of *taysīr*, the granting of facilitation to a party experiencing factual difficulty. When the debtor fails to utilise this facility, the judge considers that the debtor has abandoned the element of *ḥusn al-niyyah*, which serves as the moral threshold of an agreement. The loss of good faith positions the debtor not as a party experiencing economic constraints, but as one who disrupts the contract's order (Guntara 2023, p. 567).

The judge then connects this breach to the principle of *awfū bil 'uqūd* as contained in QS—al-Mā'idah verse 1. The verse is not placed as a decorative citation, but as the basis

that a mutually agreed contract constitutes a promise that must be upheld. The position of this principle is paralleled with the *pacta sunt servanda* principle in civil law. The alignment of these two principles shows that *murabahah* is treated as an agreement that carries dual obligations under both positive law and *sharī'ah*. Violation of either one is sufficient to declare *wanprestasi*, and violation of both reinforces the judge's conclusion.

The bank's warning letters serve as evidence that the *tanbīh* requirement has been fulfilled. In *fiqh mu'āmalah*, negligence may only trigger legal consequences after an adequate warning is issued. This documented warning transforms the violation from potentially negligent to deliberately negligent. When the debtor continues to disregard the obligation after the warning, the status shifts to *mutamāṭil*, namely a party who intentionally delays obligations without a *shar'ī* basis.

The judge also evaluates the losses suffered by BRI Syariah as part of the objectives of *sharī'ah*. Payment discipline is directly related to *ḥifẓ al-māl*, the protection of assets belonging to Islamic financial institutions. When arrears are left unresolved, these losses affect the bank's operational sustainability and ultimately disrupt the public interest of users of Islamic financial services. Therefore, the declaration of *wanprestasi* is treated as a step to safeguard the *maṣlaḥah* of both the institution and its users (Febrianty 2025, p. 113).

The judge's seizure of collateral falls within the framework of *al-ghurm bi al-ghunm*, meaning that burdens must correspond to benefits. A debtor who receives the benefit of financing is obliged to bear the legal risk if they fail to fulfil their obligations. Seizure is not viewed as a repressive act but as a rights-recovery instrument permitted by KHES, provided it does not involve penalties with *ribā*-like elements.

The judge's legal construction integrates *sharī'ah* norms, KHES, civil law principles, and the doctrine of *amānah* within the context of *mu'āmalah*. The ruling does not stop at concluding that the debtor was negligent; it also formulates normative parameters for understanding *wanprestasi* in *murabahah* contracts based on *wakalah*. This decision establishes that *wanprestasi* in *sharī'ah* financing is not merely a breach of schedule, but a breach of the structural integrity of the contract that binds both legally and *shar'ī* (Fathiyah & Nurhasanah 2020, p. 72).

The study by Hayat & Sukardi on judicial considerations in the Sintang case illustrates that judges are required to construct *wanprestasi* through a direct analysis of evidence and norms, rather than merely quoting statutory provisions (Hayat & Sukardi 2020, p. 165). This approach is relevant to the Palangka Raya case because its reasoning structure is similar: the judge identifies the elements of *wanprestasi* under Articles 36 of the KHES and 1234 of the Civil Code, although the context is more complex due to restructuring prior to litigation. This complexity demands a higher level of reasoning than in the Sintang case, making the judicial construction in the Palangka Raya decision a reflection of increasingly mature adjudicative practice.

Fahmi explains that the differences in terminology and sanction regimes between the KHES and the Civil Code create methodological consequences for judges in constructing arguments on *wanprestasi* (Fahmi 2024, p. 68). In the Palangka Raya case, the judge employed these two legal regimes cumulatively, thereby producing a stronger line of reasoning than decisions that rely on a single legal framework. This integration of norms clarifies that the debtor's continued postponement of payments following restructuring must be positioned as a substantive breach of promise, rather than a mere administrative lapse.

## 2. Application of the Principle of Justice (*al'adalah*) in Judgments

The application of the principle of *al-'adālah* in case No. 1/Pdt.G.S/2020/PA.Plk is not presented as a mere normative slogan, but rather as a basis for assessing the parties' conduct's conformity with the structure of obligations in the *murabahah bil wakalah* contract. The judge treats justice not as an attempt to balance competing claims mathematically, but as a mechanism to restore the parties to the positions they ought to occupy under *sharī'ah*-based contractual obligations. Justice in *murabahah* rests on the certainty of performance, clarity of price, and shared responsibility between the parties. When the debtor fails to utilise restructuring and continues to postpone fulfilling the obligation, such conduct is regarded as a deviation from the standards of *amānah* that form the foundation for realising *al-'adālah* (Gulo 2024, p. 19).

The judge links the principle of justice with the doctrine of *awfū bil 'uqūd*, which explicitly demands the fulfilment of contracts. This doctrine is closely interrelated with *pacta sunt servanda* as regulated under Article 1338 of the Indonesian Civil Code. The juxtaposition of these two principles indicates that the judge understands the *murabahah* agreement not as a contract situated in a neutral space, but as a bond containing both legal and spiritual dimensions. Justice, in the judge's view, is determined not only by conformity with positive law but also by adherence to *sharī'ah* values that bind all parties in *mu'amalah* (Umami 2022, p. 254).

The judge's reasoning shows that *al-'adālah* is practiced through the principle of proportionality. The debtor was granted restructuring, which in *sharī'ah* is regarded as a form of *taysīr* meant to ease the burden of those experiencing factual hardship. However, when such leniency is not utilised, proportionality shifts toward protecting the creditor's rights. The judge positions legal certainty as a component of justice, particularly because the breach of obligations in *sharī'ah* financing causes real financial harm to the institution. In this formulation, justice emerges from firm enforcement once leniency is no longer relevant (Setiawati, Nurarafah & Mardhatillah 2025, p. 33).

The principle of *al-'adālah* is also linked to good faith. A debtor who continues to ignore warnings after being granted restructuring is positioned as one who has abandoned the principle of *ḥusn al-niyyah*. Good faith is not an accessory in *sharī'ah* contracts, but the core that maintains transactional stability. A debtor who fails to demonstrate seriousness in fulfilling obligations undermines substantive justice and shifts the burden of non-compliance onto the creditor. The judge restores this imbalance by affirming that the protection of creditor rights is an essential and non-negotiable element of justice (Tektona, Susanti & Iskliyono 2020, p. 60).

The judge's application of justice is evident when the seizure of collateral is ordered to restore rights. Collateral seizure is situated within the framework of *al-ghurm bi al-ghunm*, which teaches that one who receives benefit must bear the consequences when failing to meet obligations. Collateral in *sharī'ah* contracts functions as a protective instrument, not a tool of coercion. The judge uses it to return the parties to their balanced positions prior to the breach. This step demonstrates that justice serves not only individual interests but also safeguards the operational continuity of Islamic financial institutions (B. Erlina & Mustika 2024, p. 570).

Justice in the *sharī'ah* perspective is not merely material but also spiritual. The judge avoids sanctions involving *ribā* and aligns legal consequences with *sharī'ah*-compliant remedial mechanisms, such as *ta'wīdh*, for actual damages. Thus, the decision highlights the fundamental distinction between *sharī'ah*-based legal enforcement and conventional

civil law. The rejection of *ribā* is not a moral preference, but a legal requirement for maintaining the integrity of *mu'āmalah*.

From a jurisprudential standpoint, this decision reflects the direction of *sharī'ah* economic law enforcement, which does not merely examine the formal conformity of contractual performance but evaluates the parties' conduct based on the justice values inherited from *fiqh mu'āmalah*. The judge's ruling shows that *al-'adālah* is not understood abstractly, but applied to assess each action that may disrupt transactional harmony. This decision serves as guidance for similar cases because it provides a clear boundary of what constitutes a violation of justice in *sharī'ah* financing (Adinda Dian Pramita 2024, p. 461).

The principle of *hifz al-māl* within the *maqāṣid al-sharī'ah* also forms a basis for the application of justice. The judge considers the bank's losses as an indicator of harm to the objective of asset protection. When such losses result from the debtor's negligence, the imposition of sanctions becomes a normative necessity. Asset protection for financial institutions is understood not as a narrow interest, but as a prerequisite for market stability and the sustainability of *sharī'ah* financing (Damanik 2024, p. 360).

Within this framework, it is evident that the judge does not interpret justice as compromise, but as a corrective action necessary to maintain the balance of the *mu'āmalah* system. Justice is upheld to restore the contract's structure and preserve the institutional continuity of financial bodies as public instruments. This decision affirms that the application of *al-'adālah* is not morally neutral, but demands the fulfilment of obligations and adherence to *sharī'ah* values simultaneously.

Decision No. 1/Pdt.G.S/2020/PA.Plk demonstrates how the principle of justice in *sharī'ah* economic law does not remain a general norm, but is translated into concrete measures: evaluation of good faith, assessment of actual losses, utilisation of collateral instruments, and alignment of legal burdens with the *maqāṣid al-sharī'ah*. On this basis, the ruling rightfully stands as an important reference in the practice of Religious Courts in resolving *sharī'ah* financing disputes.

Santika emphasises that the principle of *al-'adālah* cannot be separated from an evaluation of the parties' conduct and the socio-economic dynamics surrounding the transaction (Santika 2024, p. 348). This approach assists in interpreting the Palangka Raya decision, as the judge assessed not only the delay in payment but also the debtor's lack of earnestness in utilising the restructuring opportunity. When the chance for correction is not used, the element of justice shifts from the protection of the debtor toward the restoration of the creditor's rights.

Damanik explains that justice in *sharī'ah* economic law functions to maintain transactional order and ensure accountability between the obligated party and the party suffering the loss (Damanik 2024, p. 434). This explanation aligns with the Palangka Raya decision, as the judge demonstrates that the execution of collateral constitutes a component of justice rather than a merely repressive measure. The judge considers that the failure of restructuring indicates the necessity of enforcing responsibility so as not to disrupt the stability of the *sharī'ah* financing system.

### 3. Legal Implications of the Decisions

The legal implications of Decision No. 1/Pdt.G.S/2020/PA.Plk does not end at the declaration of *wanprestasi*, but extends to the foundational structure of contract theory within the perspectives of positive law and *sharī'ah* economic law. Classical contract theory recognises several consequences of breach: specific performance, performance accompanied by damages, replacement with damages alone, or rescission of the

agreement followed by damages (Kholidah 2020, p. 4). The judge in this case selected a combination of repayment obligations and collateral execution. This choice demonstrates that the restoration of rights is not placed at the abstract level, but is directed at the concrete recovery of the bank's losses through instruments expressly agreed upon in the contract.

The execution of collateral in the form of land and buildings illustrates that the judge views collateral in *sharī'ah* financing not as an administrative ornament but as a legal protection tool. Within the framework of *fiqh mu'āmalah*, the presence of collateral aligns with the concept of *rahn*, the withholding of property to secure the fulfilment of obligations. The ruling affirms that collateral in *sharī'ah* financing may be executed insofar as it is explicitly agreed upon and not used as a basis for imposing additional benefits containing *ribā*. This position reinforces the view that *sharī'ah* contracts still require robust enforcement mechanisms to realise justice (Kholidah 2020, p. 9).

At the level of Islamic banking practice, the decision signals that the Religious Courts are capable of supporting the legal certainty needs of financial institutions. A ruling that affirms *wanprestasi* and permits collateral execution becomes a reference for banks in formulating risk-mitigation policies, particularly in financing feasibility analysis and the drafting of collateral clauses. Customers receive the message that breach of obligation does not merely carry moral implications, but leads to concrete legal consequences. These implications reinforce contractual discipline and recalibrate the behaviour of parties within *sharī'ah* financing relationships (Rizki et al. 2025, p. 18).

From a procedural standpoint, the ruling confirms the pattern that litigation is pursued only after non-litigation avenues have been attempted. The bank first offered restructuring, giving the debtor time to remedy the situation, and subsequently filed a lawsuit after an amicable settlement failed. This sequence accords with the principle of *iṣlāḥ*, which encourages dispute settlement through deliberation before resorting to judicial enforcement. When the claim was filed, the judge grounded the decision on written evidence, installment records, and warning letters, thereby preserving the legality principle and evidentiary procedures under KHES and the Civil Code. The juridical implication is the strengthening of the Religious Courts' position as the primary forum for *sharī'ah* economic dispute settlement, in line with their absolute competence under Law No. 3 of 2006.

The decision also affirms that the Religious Courts possess effective authority to execute collateral in *sharī'ah* financing disputes. It aligns with the view that breach handling in *sharī'ah* economic disputes may be pursued through litigation, execution petitions, or auctions through KPKNL, provided the selected mechanism is consistent with *sharī'ah* legal regimes and statutory regulations (Sarwohadi, in Rizki et al. 2025, p. 19). This clarity reduces the risk of jurisdictional overlap with the General Courts and enhances the legitimacy of the Religious Courts in Islamic business law.

A further notable implication is the strengthening of contractual discipline. Debtors are reminded that *wanprestasi* may result in the loss of access to collateral objects. It generates a deterrent effect that encourages greater compliance with financing obligations. Conversely, banks receive confirmation that the judicial system upholds their rights to repayment. The balance between creditor protection and debtor responsibility ultimately supports socio-economic stability, as contracts are regarded as genuinely binding instruments rather than merely administrative documents (Wibawati, Prihatinah & Haryanto 2019, p. 7).



In the academic realm, the decision enriches the study of the relationship between the Civil Code and KHES in practice. The judge integrates civil breach theory with the concept of breach in *sharī'ah* contracts, thereby offering a concrete example of how general norms under the Civil Code can be harmonised with specific norms under KHES without generating normative conflict. Students, academics, and practitioners may use this decision as an illustration of how *sharī'ah* principles are applied within a judiciary bound to the national legal structure. This synthesis enriches the national legal tradition and solidifies the position of *sharī'ah* economic law as a living and evolving component of Indonesia's legal system (Santika & Ghazali 2024, p. 344).

Assessing the implications of the ruling through *maqāṣid al-sharī'ah* shows that the judge is not merely resolving an individual dispute but protecting public welfare. The declaration of *wanprestasi* and the execution of collateral are intended to prevent *mafsadah*, such as a decline in trust in Islamic financial institutions. When courts fail to respond decisively to breaches, systemic risks to the stability of Islamic banking grow larger (Febrianty et al. 2025, p. 115). The decision thus represents an application of *al-'adālah* at the systemic level: individual responsibility is enforced to preserve the broader economic order.

The jurisprudential development represented by this Palangka Raya decision demonstrates a new stage in the role of the Religious Courts. They are no longer perceived as institutions that deal solely with family matters, but as arenas for resolving complex financial disputes. The judge employs the concept of *'urf* to understand contemporary Islamic banking practices while still anchoring them within the parameters of KHES and the Civil Code (Santika & Ghazali 2024, p. 347). This integration strengthens the institutionalisation of *sharī'ah* economic law within the national legal system.

The emphasis on *al-'adālah* is evident in the balance between leniency and firmness. The debtor was granted restructuring, while the bank received protection of its rights through collateral execution once leniency was disregarded (Febrianty et al. 2025, p. 117). This pattern demonstrates a model of proportional justice that respects the economic conditions of weaker parties without sacrificing legal certainty. The ruling shows that *sharī'ah*-based justice applied in court is not a metaphorical concept but a functional operational principle.

From the theoretical perspective of *sharī'ah* economic law, Decision No. 1/Pdt.G.S/2020/PA.Plk contributes to establishing standards for managing non-performing financing in *murabahah* transactions. The judge's reasoning demonstrates that breaches of the contractual structure and disregard of restructuring may result in collateral execution as a legally and *sharī'ah*-compliant measure. This implication is important for developing the doctrine that protecting the rights of Islamic financial institutions is inseparable from efforts to preserve the integrity of the Islamic financial system (Pramita et al. 2024, p. 462; Damanik et al. 2024, p. 359).

Overall, the legal implications of the decision extend from the micro to the macro level: from restoring the bank's rights and reaffirming debtor obligations to strengthening contractual discipline, institutional stability, and the growth of national *sharī'ah* economic jurisprudence. Decision No. 1/Pdt.G.S/2020/PA.Plk deserves to be regarded as an important reference for policy formulation, judicial practice, and the development of contract law theory within the *sharī'ah* framework.

Sarwohadi explains that the effectiveness of resolving *sharī'ah* economic disputes in the Religious Courts depends on the judge's ability to combine formal legality with practical utility (Sarwohadi, p. 1). The Palangka Raya decision reflects a similar pattern,

as the judge does not stop at establishing *wanprestasi* but proceeds to the execution of collateral to ensure the restoration of the creditor's rights. Such an approach strengthens the legitimacy of the Religious Courts as a forum for resolving *sharī'ah* economic disputes.

Pramita asserts that the protection of *ḥifẓ al-māl* is one of the primary orientations of the *maqāṣid al-sharī'ah* in *sharī'ah* financing. When there is a risk of default unaccompanied by good faith, asset recovery through legal mechanisms becomes a necessary measure to preserve the sustainability of financial institutions (Pramita 2024, p. 467). In the context of the Palangka Raya case, this implication is evident in the judge's order to seize collateral to protect the Islamic bank's assets. It affirms that collateral execution is not merely the fulfillment of the creditor's rights, but also an effort to maintain the stability of Islamic financial institutions.

#### 4. Comparison with Other Decisions

The comparison between Decision No. 1/Pdt.G.S/2020/PA.Plk and Decision No. 0132/Pdt.G/2016/PA.Stg from the Sintang Religious Court reveals a pattern of juridical consistency and an evolution in the judicial perspective on *wanprestasi* in *sharī'ah* financing. Both decisions rely on Article 36 of the KHES and Article 1234 of the Indonesian Civil Code to assess debtor negligence. This similarity affirms that these two instruments have become principal references for mapping parameters of *wanprestasi* in the Religious Courts, particularly when the object of dispute pertains to *murabahah* financing (Claudia et al. 2024, p. 77).

Nevertheless, the Palangka Raya case demonstrates a level of complexity not present in the Sintang decision. In the Sintang case, debtor negligence was established solely by non-performance, without any additional dynamics such as restructuring. In Palangka Raya, however, the judge confronted a situation in which the debtor had already received restructuring but continued to disregard the obligation. This factual nuance led the judge to assess an element not present in the Sintang case: the debtor's sincerity in attempting to salvage the contract. Consequently, the element of *ḥusn al-niyyah* becomes a crucial indicator for determining whether the negligence resulted from objective hardship or from conduct contrary to the moral structure of *sharī'ah* contracts (Guntara 2023, p. 567).

This comparison shows that the judge in the Palangka Raya case does not stop at a textual reading of the regulations, but also evaluates the parties' concrete behaviour. The Sintang decision tends to be normative, directly concluding *that wanprestasi* is present based on non-compliance. The Palangka Raya decision adds a layer of evaluation regarding the utilisation of the bank's leniency. When restructuring is not utilised, negligence is no longer regarded as the result of economic conditions, but as a failure to meet the standard of *amānah*, the core ethic of a *sharī'ah* contract. Thus, Palangka Raya affirms that *wanprestasi* in *sharī'ah* financing can be observed through two dimensions: violations of formal obligations and violations of the moral responsibilities embedded in the contract.

Another difference lies in the implications of the rulings for Islamic banking practice. The Sintang decision affirms that the debtor remains obliged to fulfil contractual obligations even in the absence of restructuring. The Palangka Raya decision delivers a stronger message: the bank is entitled to demand legal certainty when the debtor remains negligent after receiving leniency. At this point, restructuring functions not merely as an administrative facility but as a metric of moral compliance for both parties. When the bank provides restructuring, it fulfils its duty of *musyawarah* and *maṣlahah*. When the

debtor subsequently fails to implement the restructuring outcome, the position of *wanprestasi* becomes clearer both juridically and *sharī* (Rizki et al. 2025, p. 23).

From an academic perspective, the two decisions illustrate a shift in jurisprudential patterns. The Sintang decision represents a classical approach emphasising conformity with the literal wording of regulations. The Palangka Raya decision reflects a more contextual approach: the parties' substantive behaviour is examined to determine the degree of responsibility under the contract. This development aligns with the Islamic legal tradition, which integrates textual norms with social realities when assessing justice. Accordingly, the Palangka Raya case expands the horizon of *sharī'ah* economic law by demonstrating that enforcement of contracts depends not only on the wording of clauses but also on the consistency of contractual conduct.

Both decisions affirm that violations of *sharī'ah* contracts constitute serious breaches. The difference lies in the moral weight attached to debtor negligence. Whereas the Sintang decision stops at the formal violation, the Palangka Raya decision asserts that the failure to demonstrate good faith is a decisive factor in concluding that the negligence constitutes pure *wanprestasi*. This comparison enriches the doctrinal development of the Religious Courts. It provides direction for the evolution of jurisprudence in *sharī'ah* economic law, particularly in *murabahah* financing, which is vulnerable to debtors' abuse of contractual leniency.

Hayat & Sukardi show that the Sintang decision involved only a single layer of facts without any restructuring, resulting in a linear assessment of *wanprestasi* (Hayat & Sukardi 2020, p. 170). This comparison highlights the uniqueness of the Palangka Raya ruling, as the judge was required to evaluate two stages of negligence: negligence prior to restructuring and negligence after restructuring. This situation produced a more complex legal construction and broadened the jurisprudential pattern of *sharī'ah* financing.

Tektona et al. identify that the general pattern adopted by judges in *murābahah* cases is to examine the conformity of the debtor's conduct with the contractual provisions and the norms of the KHES (Tektona et al. 2020, p. 52). However, the Palangka Raya decision expands on this pattern by treating the debtor's failure to utilise restructuring as an indicator of a lack of seriousness. This aspect does not appear in earlier decisions, thereby illustrating a development in the judicial approach toward repeated *wanprestasi*.

## D. Conclusion

### 1. Conclusion

Based on the results of the analysis, it can be affirmed that the judge's considerations in Decision No. 1/Pdt.G.S/2020/PA.Plk demonstrates that the determination of *wanprestasi* in *murabahah* financing is not based solely on a formal violation of payment obligations, but on an evaluation of the debtor's good faith after restructuring has been granted. The principal finding of this study is that the judge integrates the Civil Code, KHES, the principles of contractual fulfilment, and *al-'adl* to comprehensively assess contractual responsibility, thereby understanding *wanprestasi* as both a legal failure and a failure of *amānah* within a *sharī'ah* contract. This approach underscores that *sharī'ah* financing requires adherence to the structure of performance and fidelity to the moral commitments inherent in the contract.

This decision produces theoretical implications for the development of Islamic economic law, particularly that the evaluation of *wanprestasi* must incorporate elements of contractual behaviour as part of the doctrine of responsibility within *sharī'ah* contracts. In practice, the ruling strengthens the position of the Religious Courts in protecting

creditor rights through the execution of collateral, following prior restructuring efforts. In the context of Islamic banking, the decision provides a normative foundation that restructuring constitutes a *musyawarah* obligation to be observed by both parties, and that its neglect may serve as a strong indicator of *wanprestasi*. Accordingly, the Palangka Raya decision may be treated as a precedent in resolving *sharī'ah* financing disputes that require legal certainty, contractual discipline, and alignment with *sharī'ah* objectives. Darmalaksana emphasises the need for a social theology to strengthen the social function of Islamic banking, including the necessity of legal enforcement mechanisms against parties who fail to fulfil their responsibilities (Darmalaksana 2022). This approach directly relates to the findings of the Palangka Raya decision, which demonstrates that enforcing obligations against negligent debtors is part of maintaining the order of *sharī'ah* transactions. The strengthening of this legal structure forms part of the systemic stability that constitutes one of the objectives of the *maqāsid*.

## 2. Recommendations

- a. Religious courts need to continue strengthening judges' capacity to understand Sharia contracts, ensuring legal considerations are more consistent with Islamic principles.
- b. Sharia banking institutions should enhance risk mitigation by carefully selecting customers and implementing strict monitoring to prevent defaults.
- c. Customers should act in good faith and comply with the terms of the contract, as failure to do so may result in legal consequences, including collateral enforcement.
- d. The government and financial authorities need to strengthen regulations and provide more effective non-litigation dispute-resolution mechanisms to reduce the burden on the court system.
- e. Academics are expected to continue reviewing developments in Sharia economic rulings to enrich the legal literature and strengthen national jurisprudence.

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