

## Application of Financing Agreements for Non-Muslim Customers

Luckystha Candra<sup>1)</sup> & Aryani Witasari<sup>2)</sup>

<sup>1)</sup> PT infomedia Nusantara Semarang, Email: [luckysthacandra97@gmail.com](mailto:luckysthacandra97@gmail.com)

<sup>2)</sup> Faculty of Law, Universitas Islam Sultan Agung (UNISSULA) Semarang, E-mail: [aryani@unissula.ac.id](mailto:aryani@unissula.ac.id)

**Abstract.** *The purpose of this research is to find out how financing agreements are implemented at Bank Syariah Indonesia for non-Muslim customers and to find out and study the impact of implementing financing at Bank Syariah Indonesia for non-Muslim customers. To make research easier, it is necessary to have the most appropriate approach method, namely the Sociological Juridical approach. As a form of method, the approach used is to find out the reality in the field based on the principles of law or applicable legislation and which are related to the object being studied. This research concludes. From the results of the analysis, it was found that non-Muslim customers did transactions in sharia banking have used all indicators in deciding which sharia banking to use, where the profit sharing factor in both funding and lending plays the most important role, as well as service and convenience of transactions so that they choose banking that is not in accordance with the religion they adhere to. Obstacles that arise faced by BSI KCP Semarang in distributing KUR financing, customers still do not understand the murabahah contract for KUR financing and customers do not even know the benefits that using a murabahah contract will bring.*

**Keywords:** Agreement; Financing; Non-Muslims.

### 1. Introduction

Banking in the life of a country is an agent of development. This is due to the main function of banking itself, namely as an institution that collects funds from the public in the form of savings and distributes them back to the community in the form of credit or financing. This function is commonly referred to as financial intermediation.<sup>1</sup>

One of the products provided by the bank in helping to smooth the business

customer (debtor) is the granting of loans, of which this is one of the functions of banks are very supportive of economic growth. Banks have an important position in providing services in the field of credit. Bank credit helped the availability of funds to finance national production, storage of material, sales credit financing, transportation of goods, trade.<sup>2</sup> Credit became a source of revenue and profit of the largest bank in addition to credit is a type of activities of the fund are often the main cause banks face a big problem. It is also pointed out by an expert in the field of credit, namely: "Credit in the economic sense interpreted as a delay in payment of achievement that is given now in the form of money, goods or services".<sup>3</sup>

Banks provide credit facilities with the aim to enable customers easily borrow money to loan credit programs that have terms and conditions. In determining the eligible prospective borrowers, banks apply the precautionary principle, with the idea that having a bearing on acceptance of credit worthiness is five C namely; Character, Capacity, Capital, Condition, Collateral.

In paragraph 1, paragraph 7 of Law Number 21 of 2008 concerning Sharia Banking, it is explained that sharia banks are banks that carry out their business activities based on sharia principles and according to their type consist of Sharia Commercial Banks (BUS) and Sharia Financing Banks (BPRS). In carrying out their business activities, Islamic banks can provide financing based on the principle of profit sharing (*muḍārabah*), financing based on the principle of capital participation (*musyārahah*), the principle of buying and selling goods at a profit (*murābahah*), or financing capital goods based on the principle of pure rental without options (*ijārah*).

), or with the option of transferring ownership of goods rented from the bank by another party (*ijārah wa iqtina*), salam contract, *istisnā'* contract, lease ending with ownership (*ijārah al-muntahiya bi tamlik*), and others that do not conflict with sharia principles.<sup>4</sup>

Meanwhile, the results of research conducted in Jordan also found evidence that the monotheism factor alone is not the main driver for partnering with Islamic banks. Research finds that in terms of attitudes towards Islamic banks, there are many differences in attitudes between Muslims and non-Muslims in Muslim-majority countries. In the context of bank selection criteria, there are four significant differences between Muslims and non-Muslims, namely, mass media advertising, credit with favorable terms, financial counseling and location close to work, while the other 18 criteria do not show significant differences.

Based on the description above, the author's background is interested in reviewing it in the research title as follows: Application of Financing Agreements in Indonesian Sharia Banks for Non-Muslim Customers. To facilitate

understanding in the discussion that will be examined and to clarify

The object has been determined, as for the problem formulation in this research as follows: How is the Financing Agreement implemented at Bank Syariah Indonesia for non-Muslim customers who apply for business activities.

## **2. Research Methods**

The approach method used in this research is juridical sociology of law. The approach and specifications in this research include descriptive analysis. The sources and types of data in this research are primary and secondary data. Main Data was obtained through field studies and interviews with BSI Semarang City Marketing Staff and non-Muslim Customers. And secondary data was obtained from literature studies. The data is analyzed qualitatively.<sup>5</sup> The data that has been collected is selected and compiled systematically, then analyzed using existing theories qualitatively, so that it can be achieved conclusions and objectives of this research. The specifications of this research are qualitative descriptive. Descriptive research aims to find out systematically and accurately describes facts and characteristics about a particular field. This research tries to describe a situation or event. The data collected is descriptive it is not intended to seek explanations, test hypotheses, make predictions, or study them Especially in terms of the essence of implementing financing agreements at Bank Syariah Indonesia for non-Muslim customers.<sup>6</sup>

## **3. Results and Discussion**

KUR at BSI KCP Semarang Sudiarto has 3 types of KUR, first is Small KUR, second is Micro KUR, third is Super Micro KUR. The difference between the three types of KUR is the nominal financing. Meanwhile, the contracts used in BSI KCP Semarang Sudiarto are *murabahah* contracts, *wakalah* contracts and *Musyarakah Mutanaqisah* (MMQ) contracts.

Lending procedures are stages that must be passed before anything was decided to disbursed credits. The purpose is to facilitate banks in assessing the feasibility of a loan application.

With credit application filled it has been provided by bank and attached documents / files needed in requirement, the loan application will be entered into next. This phase also involves the administration, namely selecting files / documents are compliant with administration or not. If the administrative requirements are not complete the loan application will be rejected. Where employees of PD. BPR Sumber Cirebon of the greatest role in this regard is the Head of Credit and Marketing Division who advance through the Credit

Committee. Where the application for credit spurned by the Marketing Division collected later in the copy of ID, KK and other documents and subsequently by Section Marketing modify the document by way of shredding fragments of letters or numbers and attached to each other so that it becomes a new data were made completeness credit application file to the PD. BPR Sumber whereas the debtor's signature, The signing of the loan agreement was not carried out at the office of PD BPR Sumber Cirebon but the files application for credit and loan agreements taken by Head of Credit and Marketing Section with reason to be brought to the debtor to be signed by the debtor while the loan guarantees for loan applications, among others such as SK First Officer or Certificate of Ownership or the original Sale and Purchase Agreements were never submitted to the PD BPR Sumber Cirebon whereas under Rule Directors PD BPR Sumber No. 854.3

/ RB-SB / 72 / XII / 2012 dated December 20, 2012 regarding Guidelines Credit Policy Regional Enterprise Bank Perekreditan Rakyat Sumber, in Article 4 of the Special Requirements of Credit Gobertap or PNS b stated that the approval and disbursement must submit SK First used as collateral, submit original papers agreed. Head of Credit and Marketing Section not in accordance with the terms and conditions applicable to PD BPR Sumber Cirebon so act Head of Credit and Marketing Division credit disbursement has caused carrying in the book of register.<sup>7</sup>

Base relationship between the bank and its clients is a contractual relationship, so a customer to establish contractual agreement with the bank, it is an agreement on the basis of agreement or contract. Medium according to the meaning of the word "credit" comes from the Roman "credere" means to believe (Dutch: *vetrouwen*, trust or confidence). Legally credit terms set out in Article 1 point 11 of Act no. 10 of 1998 concerning amendments to the Act no. 7 of 1992 on banking.

According to Article 1 number 11 of Act No. 10 of 1998: "Credit is the provision of cash or the equivalent, based on the approval or the borrowing and lending between banks and other parties who require the borrower to repay the debt after a certain period with giving flowers".<sup>8</sup>

Amid optimism for the development of Sharia banks in Indonesia, the demand to improve company performance is a necessity. The rapid growth of Islamic banks has provided many surprises for companies in the banking sector. Competition is increasingly fierce, requiring Sharia banking to continue to survive and develop. To achieve all this, a special strategy is needed to maintain business continuity.

It cannot be denied that some circles say that the Islamic banking market is a Sharia loyalist or emotional market whose customers are still mostly from the

lower middle class. This is proven by the fact that there are still many consumers from high class circles who prefer to trust their funds to be stored and managed by conventional banks, this is due to a lack of market understanding about the benefits of Sharia banks, and the result is that they are reluctant to move their funds to Sharia banks.

UMKM development include the provision of facilities guidance counseling or training in the sanctuary there is a program of training centers (BLK) and help strengthening the financing of both the provision of funds by government financial institutions banks and institutional financing non-banks to strengthen capital and loan guarantee business by the Institute of Credit Guarantee, as a support to increase the chances of getting the loan. To realize the development of the national economy based on economic democracy, the micro small and medium enterprises need to be empowered as part of the economy. Empowerment is done through the provision of business opportunities, support, protection and development of the broadest effort so that UMKM can grow and become independent businesses.<sup>9</sup>

The purpose of empowering the MUMKM:

- Realize balanced economic structure, developing and justice.
- UMKM to grow and develop capabilities into a strong and independent business. Enhancing the role of UMKM in regional development, job creation, income generation, economic growth and the alleviation of people out of poverty criteria:
  - Micro, which has a net worth max Rp 50 million (excluding land and buildings) has annual sales of USD 300 million max..
  - Small businesses have a net worth max USD 500 million (excluding land and buildings) has annual sales of USD 2.5 billion max.
  - Medium Enterprises have a net worth max Rp 10 billion (excluding land and buildings) has annual sales of USD 50 billion max.

Sharia banks providing financing to real asset businesses are influenced by three factors, namely:

- Sharia banks are prohibited from engaging in usury practices
- Funds in sharia banks must be channeled to productive business activities.

- Sharia banks are prohibited from carrying out various forms of speculative activities such as shares and foreign exchange.<sup>10</sup>

Formulation of preferences for *Murabahah*, *wadi'ah* contracts for non-Muslim communities in Indonesian Sharia Banks. In terms of terminology, preferences are the concept of prioritizing priorities, apart from prioritizing one thing over another. Priority refers to the tendency to choose what is more preferred. The meaning of preference itself can also be referred to as a strong desire for something in determining a more preferred choice. In the same vein, preferences can also be called tastes or a concept, which is used in social sciences, and more specifically in economics. The reflection of preferences assumes a real or imaginary choice between alternatives and the possibility of ranking these alternatives, based on existing pleasure, satisfaction, gratification, fulfillment, usefulness. More broadly, the definition of preferences can be viewed as the main source of motivation, or individual preferences that enable the selection of goals or objectives.<sup>11</sup>

The marketing concept actually has similarities with the bank marketing concept. The product marketing concept is oriented to consumer needs, while the marketing concept is oriented to consumer or customer needs. The way bank marketing activities work can be carried out based on a solid philosophy, which expresses marketing that is responsive, responsible and always provides customer satisfaction and benefits the Company. In Philip Kotler's view, a company's success cannot be separated from its marketing strategy, which generally includes organization, people, places and ideas. In line with Kotler is Syakir Sula, who states that progress can be achieved if sharia institutions are able to cultivate the values contained in sharia, both externally and internally.

The formulation of Indonesian sharia banking for non-Muslims regarding *wadi'ah-murabahah* contracts is generally guided by the principles of Islamic sharia, which is a non-usury system of transactions. Therefore, financing or saving for non-Muslims in Indonesian sharia banks is treated the same as other Muslim citizens. In Semarang City's BSI financing formulation system, non-Muslims prefer long-term *murabahah* and *wadi'ah* contract financing. Meanwhile, saving is done using a *wadi'ah* contract in the form of deposited gold and other valuable items. Depositing gold or other valuable items in Indonesian sharia banks or BSI is directly responsible for those who deposit their funds in the bank, as well as those who borrow funds from the bank. A more important function for Indonesian sharia banks is a form of storage that is free from interest or usury.<sup>12</sup>

It is estimated that the Indonesian sharia banking institution/BSI in the city of Kendari is still trusted by Muslim and non-Muslim communities to this day and

continues to implement a non-interest or profit sharing system, this is seen from the unique characteristics of the Islamic principles that this institution continues to put forward. The formulation of *murabahah* contract financing for non-Muslims in this context, in fact Indonesian sharia banks, opens up opportunities for ease of service for other customers, outside of Islam, with sharia principles even if the customers are not Muslims. The BSI institution is an institution whose function is to serve all people and ensure the conformity of contracts according to sharia, which are formulated by Indonesian sharia banks.<sup>13</sup>

### **3.2. Implementation of Financing Agreements at Bank Syariah Indonesia for Non-Muslim customers**

Basically, sharia banking activities in Islam are always based on sharia principles originating from the Koran and Sunnah. Such as the prohibition of usury, and the permissibility of buying and selling as stated in Al-Baqarah (2) verse 275.

Based on the sources of the Al-Quran and Sunnah, there are 4 objectives of sharia banking activities based on Islamic sharia, namely:

Putting worship to Allah Ta'ala above everything else. The main aim of sharia banking business is to seek the approval of Allah Ta'ala, not merely to seek material gain. Carrying out sharia banking activities with the intention of worship will get more results than the intention to gain wealth. By intending to worship, we will get two things at once, namely reward and wealth. :

- Make it a means for sharia banking activities to achieve a healthy life in the afterlife by getting to heaven. This is because a Muslim believes that there will be eternal life in the afterlife, and a high level for the life of a servant in the afterlife is for those who are able to increase their obedience to Allah Ta'ala who has created them.
- Achieving fund distribution, the concept of sharia banking activities is to create a distribution of funds from those who have excess funds to those who need funds. In every economic activity, the bank and the customer receive equal profit or profits so that there is no discrimination.
- Achieve the economic goals commanded by Allah Ta'ala. Sharia banking activities are activities that are able to have a good impact on all communities. It is hoped that this sharia financial concept will be able to provide prosperity and benefit for all business actors.

The decision of non-Muslim customers towards savings products with *wadi'ah* contracts is because in the non-Muslim religion there is a prohibition on usury so

non-Muslim customers decide to choose a sharia bank, apart from that because there are no administration fees, no monthly deductions and the initial deposit is low, This savings product is a savings that can be withdrawn at any time, apart from that, the service provided is quite good.

The formula for giving loans to every community without distinguishing religious status is actually not prohibited in Islam, according to the scholar As-Syafi'i if someone makes a loan of one hundred dirhams to another person, or in the form of certain goods for a certain time, then it is permissible to use the tempo method, including both parties agree or to cancel the sale and purchase in cash, then this is permissible. According to Ibnu Abas, such buying and selling is also permissible, on the grounds that neither party has any objection as long as the intention is good.<sup>14</sup> Contract transactions can also be damaged, if the contract does not fulfill the terms and conditions, then it is invalid, in line with Imam Hanfi, a contract can be damaged and void if the conditions are not met, then the contract is automatically invalid.<sup>15</sup>

A provision of funds for business capital for non-Muslims at the BSI KCP Semarang branch as customers, in certain processes the repayment may change, in the middle of the road or sooner at the beginning of the repayment due to the debt burden or being late in repayment and the promised maturity date. An informant, Muhammad Nur Hidayat (Marketing BSI) said;

“At the BSI financial institution, there are several non-Muslim customers who also take out loans and entrust goods to *wadi'ah* agreements. For non-Muslim citizens leaving goods or gold at BSI, there is no problem other than feeling safe, not being fined, not imposing sanctions and having previously calculated the loss or profit.<sup>16</sup>

The formulation of non-Muslim customers' preferences for *murabahah-wadi'ah* contracts in product operations at the BSI KCP Semarang branch, for financing funds and contracts in BSI during its operations, refers to sharia provisions that have been agreed upon by fatwa and supervisory institutions such as DSN, DPS and MUI. The types of contracts attached to products, such as *mudharabah, wadi'ah, murabahah, musyarakah, ijarah* and others, are products developed by BSI and guaranteed to be halal. Even though here and there there are still those who refuse because of differences in understanding. This research, apart from showing that there are some differences in understanding between one customer and another, remains in unity and harmony.

The informant above, as well as the contract formulation above, shows that there are transactions at BSI that are different, but do not deviate from the provisions of the Shari'a, and are even part of *rahmatan lil alamin*. Because Islamic goals in the financial sector may be valid or invalid, it is all based on



mutual willingness, apart from not having unclean goods or outside the provisions of the Sharia' or what has been stipulated in Islam. In line with this, the book Tarsikhul Mustafiddin states that every pillar and requirement may conflict with the demands of the contract (transaction), and the sale and purchase may be void<sup>17</sup> In fact, in fiqh, the formulation of the contract is not enough to simply sign the contract, but must be supported by written evidence, witnesses, especially for long-term contracts, namely receivables contracts so that each individual's rights can be guaranteed or avoid making mistakes, disputes and disputes. Therefore, non-Muslims carrying out transactions at BSI KCP Semarang do not deviate from Islam or the Islamic spirit of business.

The characteristics and universality of service at BSI must prioritize professionalism for each customer regardless of differences in socio-economic status or religious differences. The following characteristics are fair values, namely providing services to all people who are entitled to them and doing things according to their position and prohibiting elements of speculation, gharar and transparency.

No matter how important the goal of benefit is, BSI KCP Semarang branch must carry a mission of benefits, blessings and goodness for all people in all aspects of life.<sup>18</sup>

The migration of BSI, which was originally BNI Syariah, took the formulation of profits for non-Muslim customers, and other profits were obtained through the principle of profit sharing, in the form of financing funds for bank customers. As an illustration, Islamic banks provide *murabahah* contract financing for the purchase of goods or assets that are already available, such as financing for the purchase of a house by customers. This means that the financing in question is a fee provided by the bank in the form of *murabahah* financing for home and business needs. So the financing for buying a house is then paid in installments every month, the profit margin is calculated every month. However, in the mechanism, customers must pay down payment first.<sup>19</sup>

Research verification of the formulation of preferences for non-Muslim customers in *murabahah-wadi'ah* contracts at the BSI KCP Semarang branch, proves that there are different variants in the application of the formulation for non-Muslim customers with the principle that profit sharing for customers is permitted. The principle that the formulation of the BSI KCP Semarang branch in this case is to regulate the collection, storage and distribution of funds for business development activities, funding activities, and financing or lending on *mudharabah-wadi'ah* products is actually aimed at ensuring that customers, especially non-Muslim customers, do not have doubts about the product. Apart from that, customers as a whole and broadly covering all religions can place their trust in saving and borrowing money for business activities. Apart from that, the

BSI bank, KCP Semarang branch, is also a place of service and also functions as a place of service or worship to Allah SWT. and make the distribution and collection of funds to non- Muslim customers in accordance with Islamic rules. However, many sharia banks that are members of BSI are also not immune from criticism, and sharp scrutiny and bullying among quite a few customers, both from academic circles and the general public.

However, the involvement of non-Muslim customers is still needed at the BSI KCP Semarang Branch in order to take part in developing their business as far as is permitted in Islam. Many non-Muslim customers have switched to BSI bank, KCP Semarang branch, because according to conventional banks, their interest rates are too high and less safe.<sup>20</sup>

#### 4. Conclusion

Research on the implementation of financing agreements for non-Muslim customers in *murabahah-wadi'ah* contracts in product operations at the BSI KCP Semarang branch, is a form of developing customers outside of Islam or Muslims as a whole. This fact is also a good achievement in positioning itself as a bank that not only takes care of the financial system of Muslims but also non-Muslims, through business and investment in the BSI KCP Semarang branch, towards economic prosperity in the world and the hereafter. This research produces several conclusions; first, the implementation of financing agreements for non-Muslim customers in *murabahah-wadi'ah* contracts in product operations at the BSI KCP Semarang branch, which are based on BSI financial operational principles which lead to profit sharing and *tabarru'* agreements which are fee based. BSI bank products KCP Semarang Branch, in general, can be categorized as product development related to funding and financing specifically for non-Muslims through the *murabahah-wadi'ah* agreement that already exists at BSI, in the form of financing, and services that are almost the same as the products offered developed by conventional banks, the only difference is that it prohibits usury and speculation or does not recognize sanctions for customers, even non-Muslims. Although sometimes the facts from interviews are that customers are subject to fines or deductions for customers as a whole. However, if the payment date is not on time, there is a delay, the time is overdue, not just for years but every month.

#### 5. References

##### Journals:

- [1] Riskha Amaliya Lubis. "Outcome Measures Non-Performing Loans on BPR Sejahtera Klaten of Central Java". *Jurnal Daulat Hukum* Volume 1 Issue 3 September 2018 ISSN: 2614-560X.p779, url : <http://jurnal.unissula.ac.id/index.php/RH/article/view/15714>

- [2] Atik Noer Chalimah, Implementation Policy of The Arrangement and Formation of Modern Shop that Requires for Partnerships with Small and Medium Micro Enterprises (UMKM) Based on Perda No.12 of 2017 in Kudus Regency, *Jurnal Daulat Hukum* Volume 1 Issue 3 September 2018 ISSN: 2614-560X, p 860 url : <http://jurnal.unissula.ac.id/index.php/RH/article/view/15714>
- [3] Kustriyo. Abuse of Authority in Position and Redemption of Credit Fictitious Apparatus for Civil State (ASN) PD. Bank Perkreditan Rakyat (BPR) Sumber, Cirebon District. *Jurnal Daulat Hukum* Volume 1 Issue 3 September 2018 ISSN: 2614-560X, p756, url : <http://jurnal.unissula.ac.id/index.php/RH/article/view/15714> accessed on 10 December 2023
- [4] Hamdi Agustin, TEORI BANK SYARIAH, JPS (*Jurnal Perbankan Syariah*) April 2021, Vol.2, No.1
- [5] Jurnal Penelitian, *Konsep Pembiayaan Dalam Perbankan Syari'ah* Vol. 9, No. 1, February 2015,

**Books:**

- [6] Peter Mahmud Marzuki, (2011), *Penelitian Hukum*, Jakarta : Kencana PrenadaMedia Group
- [7] Dinas Pendidikan Nasional, *Kamus Besar Bahasa Indonesia*. Jakarta: Balai Pustaka, 2002
- [8] Jalaluddin Muhammad al-Mahali, *al-Mahali al-Minhaj*. (Beirut: Dar al-Fikr, tth), Lihat juga Hadis riwayat Abd. Haq dan Abu Dawud dalam kitab *Ahkam*
- [9] Abu Muhammad Dwiono. *Bank Konvensional*, (Tifa Surya Indonesia, 2013
- [10] Imam Syafi'i, *'aL-UMM* (Victori Agencie: Kuala lumpur tth).
- [11] Ibnu Nujaim, *al-Asybah wan an-Naza'ir*, (Beirut: Dar al-Kutub al-Ilmiyyah)
- [12] Ma'ruf Amin, *Pembaharuan Ekonomi Syariah*. (Banten: Yayasan an-Nawawi, 2013).
- [13] Abdul Manan, *Teori dan Praktek Ekonomi Islam*. (Yogyakarta: PT. Dana BhaktiPrima Yasa, 1997).
- [14] Azwar, Saifuddin. (2014). *Metode Penelitian*. Yogyakarta: Pustaka pelajar