

**Analysis of Judges' Decisions in Sharia Economic Disputes in Religious Courts (Case Study of Murabahah Agreement Cancellation Lawsuit)**

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**ABSTRACT**

*This study aims to analyze the pattern of judges' considerations in resolving Islamic economic disputes, particularly those related to lawsuits regarding the annulment of murabahah contracts in Religious Courts. The rapid growth of the Islamic economy in Indonesia has encouraged the use of murabahah contracts as a primary financing instrument, but at the same time, various legal enforcements have emerged due to violations of conditions, defaults, and non-compliance with contract implementation. The variation in judges' considerations in resolving these disputes raises questions about the consistency and quality of decisions, both in terms of the application of Islamic principles and civil law aspects. This study uses a juridical-normative method and a case study approach. Primary data were obtained from an analysis of judges' decisions on ten cases of lawsuits regarding the annulment of murabahah contracts in Religious Courts across Indonesia. Data collection was conducted through a study of court decision documents, literature related to the Compilation of Islamic Economic Law (KHES), and relevant laws and regulations. Secondary data were obtained through interviews with legal practitioners and Islamic economic experts to strengthen the analysis. This study analyzes judges' decisions in resolving Islamic economic disputes, particularly lawsuits regarding the annulment of murabahah contracts in Religious Courts. The development of the Islamic economy in Indonesia has encouraged the widespread use of murabahah contracts as a financing instrument, but has also given rise to various legal enforcement actions due to violations of conditions, defaults, or non-compliance with contract implementation. Religious Courts play a crucial role in resolving these disputes, with absolute authority based on laws and regulations and the Compilation of Islamic Economic Law (KHES). However, in practice, judges' decisions often exhibit variations in legal reasoning, both in the application of Islamic principles and civil law, raising questions about the consistency and quality of decisions. This study aims to provide a comprehensive overview of the patterns of judges' reasoning, the obstacles encountered, and recommendations for improving the quality of decisions in accordance with Islamic economic principles. Through case studies of ten decisions by Religious Courts in various regions, this research is expected to enrich the academic literature and provide practical contributions to the development of a fairer and more legally certain Islamic economic settlement system in Indonesia.*

**Keywords:** Sharia Economics, Murabahah Contract, Contract Cancellation, Disputes, Religious Courts, Judge's Decisions, Sharia Economic Law.

**A. INTRODUCTION**

The development of the Islamic economy in Indonesia has encouraged financial institutions to increasingly use murabahah contracts for financing. However, this trend has also given rise to various disputes, particularly regarding contract cancellation due to violations or non-compliance with implementation. These disputes are resolved in Religious Courts, which have absolute authority in Islamic economic matters. In practice, judges' decisions regarding the cancellation of murabahah contracts often differ in their legal considerations, with some emphasizing Sharia principles, while others rely on civil law.<sup>1</sup> This variation raises questions about the consistency, quality, and legal certainty of judicial decisions in the field of Islamic economics. Therefore, analyzing decision patterns and the application of Islamic principles is crucial to improving justice and legal protection for the parties and supporting the strengthening of the Islamic economic system in Indonesia.<sup>2</sup>

The judge's decision in a sharia economic dispute case, especially a lawsuit for the cancellation of a murabahah contract, is very important because it not only resolves the conflict between the parties, but also becomes a form of application of the law to legal events that occur in society.<sup>3</sup> The decision-making process by judges in religious courts must go through the stages of constituting (establishing the facts of an event), qualifying (assessing and qualifying the legal relationship), and constituting (establishing the law or justice for the parties). Each of these stages requires judges to adhere not only to written law (statutory regulations) but also to unwritten law in the form of the doctrines of legal experts and the opinions of jurists, as well as to the legal values prevailing in society.<sup>4</sup>

In practice, judges' decisions in religious courts often serve as references (jurisprudence) for resolving similar cases in the future, so the quality of their legal analysis and reasoning is crucial to the development of Islamic economic law in

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<sup>1</sup>Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts.

<sup>2</sup>Andri Soemitra, "Sharia Economic Law and Fiqh Muamalah in Contemporary Financial and Business Institutions, First Edition (Rawamangun, Jakarta, Indonesia: Kencana, 2019), p. 39".

<sup>3</sup>Andri Soemitra, Banks and Institutions, pp. 39-40. Ascarya, "Sharia Banking Contracts and Products," Jakarta: Rajawali Pers, 2007, p. 45 Azyumardi Azra, Reformist Islam: From Ulama Network to Islamic Network (Jakarta: Paramadina, 2005), p. 98.

<sup>4</sup>DSN-MUI Fatwa Number 04/DSN-MUI/IV/2000 concerning Murabahah.

Indonesia. Furthermore, judges, as enforcers of law and justice, are obligated to explore, follow, and understand evolving legal values, as mandated by Article 5 of Law Number 48 of 2009 concerning Judicial Power. This provides room for judges to exercise *ijtihad* and legal innovation in addressing the ever-evolving Islamic economic cases.

The Religious Court has absolute authority to resolve sharia economic disputes, including *murabahah* contracts, based on Law No. 3 of 2006 Article 49 letter i and Law No. 21 of 2008 Article 55 paragraph (1). The settlement of *murabahah* disputes is guided by Supreme Court Regulation No. 14 of 2016 and the Civil Code, where the *murabahah* contract is a sale and purchase with a principal price and profit agreed upon together. In its application, the process of sharia economic cases in the Religious Court is carried out formally following sharia civil procedural law. The judge assesses the suitability of the *murabahah* contract with the valid conditions of the contract according to the Civil Code (Articles 1320 and 1338) and sharia principles (agreement, ability, *halal thayyiban* object, *halal* cause).

The judge's considerations for the cancellation of the *murabahah* contract refer to the valid conditions of the contract and compliance with the principles of justice and Islamic law according to KHES.<sup>5</sup> The validity of the agreement, the parties' capacity, and the implementation of the contract are the main focuses. If the contract is valid and in accordance with sharia principles, the annulment lawsuit is usually rejected. The study uses normative legal methods with literature studies and normative legal analysis as well as a comparative approach to regulations and court decisions to describe the rules, their application, and the judge's considerations in defending *murabahah* contracts in the Religious Court systematically and in accordance with sharia principles.<sup>6</sup>

## **B. METHOD**

This study employs normative research. Data were obtained through document analysis of Religious Court decisions regarding the cancellation of *murabahah* contracts in various regions. Data sources included judges' decisions, laws and regulations, and literature on Islamic economics. The data were analyzed descriptively and comparatively

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<sup>5</sup>Law Number 21 of 2008 concerning Sharia Banking, Article 1 paragraph (13).

<sup>6</sup>Bayu Arie Fianto, SE, MBA, *Islamic Banking: Theory, Practice, and Global Dynamics*, Faculty of Economics and Business, Airlangga University, 2025, pp. 10-29.

to identify patterns of judges' reasoning and obstacles encountered in resolving disputes.**Dispute over Cancellation of Murabahah Contract in Court**<sup>7</sup>Religion in Indonesia shows that the legal regulations used include Law No. 3 of 2006, the Compilation of Sharia Economic Law (KHES), and the DSN-MUI fatwa, with the Religious Court having absolute authority in resolving them.<sup>8</sup>

In practice, there is variation in the legal considerations of judges, with some judges placing greater emphasis on sharia principles, while others rely more on civil law. This diversity conflicts with the consistency and certainty of legal decisions, which ultimately impacts justice and legal protection for the parties.<sup>9</sup>

### C. ANALYSIS

The analysis/discussion of the issue of judges' decisions on the cancellation of murabahah contracts in the Religious Court focuses on several key points as follows:  
Diversity of judges' considerations: It was found that judges' decisions on lawsuits for cancellation of murabahah contracts showed variations in terms of the legal sources used (sharia principles, civil law, and KHES). Some judges prioritized references to the Compilation of Sharia Economic Law (KHES) and sharia principles, but others still prioritized classical civil law provisions, resulting in inconsistencies in the application of sharia economic law in court.<sup>10</sup>

The principle of justice and legal protection: As the institution with absolute authority to handle Islamic economic disputes, the Religious Courts are expected to uphold the principles of justice and legal protection, ensuring certainty under Islamic law for the parties. However, in reality, administrative constraints, a lack of in-depth understanding of the substance of the murabahah contract, and limited quality jurisprudence sometimes result in differing decisions even in similar cases, resulting in legal violations and potential injustice for the parties.<sup>11</sup>

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<sup>7</sup>Law Number 21 of 2008 concerning Sharia Banking.

<sup>8</sup>Bayu Arie Fianto, SE, MBA, Islamic Banking: Theory, Practice, and Global Dynamics, Faculty of Economics and Business, Airlangga University, 2025, pp. 10-29.

<sup>9</sup>Burhanuddin Susanto, Sharia Banking Law in Indonesia (Yogyakarta: UII Press, 2008), p. 345.

<sup>10</sup>Karim, Adiwarman A. Islamic Banking: Fiqh and Financial Analysis. Jakarta: Rajawali Pers, 2018.

<sup>11</sup>Muhammad. Fiqh Muamalah: Contracts and Transactions in Islamic Financial Institutions. Jakarta: PT. Raja Grafindo Persada, 2016.

The complexity of the murabahah contract and the urgency of understanding sharia: The murabahah contract, as a popular form of financing, has specific sharia rules regarding profit margins and cost price transparency. Judges' lack of understanding of this specific contract's characteristics has resulted in some decisions not fully complying with sharia principles, particularly in assessing the validity of the contract, breach of contract, and the rights and obligations of the parties. This situation can impact public trust in religious courts as institutions for resolving sharia-compliant economic disputes.<sup>12</sup>

The importance of reconstructing regulations and judicial capacity: The study recommends improving the understanding of Sharia law among judges, developing jurisprudential guidelines, and updating regulations to ensure decisions are more consistent and truly compliant with Sharia economic law. This is crucial for supporting the development of the national Sharia economy and establishing a just, certain, and professional peace settlement system.<sup>13</sup> Thus, this analysis emphasizes the importance of consistency, the quality of the judge's considerations, and increasing competence and specific guidelines so that decisions in cases of cancellation of murabahah contracts in Religious Courts truly reflect the spirit and principles of sharia that are fair, professional, and in favor of legal certainty.<sup>14</sup>

**The dispute over the cancellation of the murabahah contract in the Religious Court in Indonesia shows that the legal regulations used include Law No. 3 of 2006, the Compilation of Sharia Economic Law (KHES), and the DSN-MUI fatwa, with the Religious Court having absolute authority in resolving it.<sup>15</sup>**

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<sup>12</sup>Mufidah, Aulia. “The Application of Sharia Principles in the Settlement of Islamic Banking Disputes in Religious Courts.” *Al-Ahkam: Journal of Islamic Law and Social Institutions*, Vol. 4 Number 1 (2020): 122-135.

<sup>13</sup>Mufidah, Aulia. “The Application of Sharia Principles in the Settlement of Islamic Banking Disputes in Religious Courts.” *Al-Ahkam: Journal of Islamic Law and Social Institutions*, Vol. 4 Number 1 (2020): 122-135.

<sup>14</sup>Compilation of Sharia Economic Law (KHES).

<sup>15</sup>Nispan Rahmi, "Maqasid Al Syariah: Tracing the Initial Ideas," *Journal of Law and Thought* Volume 17, no. 2 (2018): A. 161.

In practice, there are variations in the legal considerations of judges, where some judges place more emphasis on sharia principles, while others...guided by civil law. This diversity contradicts the consistency and certainty of legal decisions, which ultimately impacts justice and legal protection for the parties.<sup>16</sup>

#### **D. CONCLUSION**

Judges' decisions regarding the annulment of murabahah contracts often do not fully adhere to the concept of contract annulment according to the Compilation of Sharia Economic Law (KHES) or the Civil Code. In some cases, judges base their decisions on personal considerations or jurisprudence, despite clear rules regarding the validity and nullification of contracts according to positive law and Islamic jurisprudence. This creates a potential discrepancy between the decision and the principles of justice in Sharia economics.

A judge's legal considerations in a lawsuit to annul a murabahah contract are generally based on an analysis of the legally flawed elements of the agreement (duress, fraud, and negligence). However, cancellation is often not granted if these elements are not clearly proven in court. The judge still requires the parties to fulfill their financial obligations if the contract is deemed valid, so legal protection for the parties is strictly determined by proven legal facts.

There are disparities in judges' decisions in similar cases due to differences in the legal basis used. At the first and appellate levels, differing decisions are often found even though the environmental object and underlying issues are the same. This indicates the need for harmonization and standardization of the implementation of Islamic economic law in lawsuits for waiver of contracts to ensure legal certainty and a sense of justice for those seeking justice in religious courts.

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<sup>16</sup>Rina Sari, "Legal Certainty of Murabahah Contracts in Sharia Banking Sales and Purchases," Syarikat Journal, vol. 12, no. 2, 2021, p. 155–167

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