

Shulhu Concept Analysis for Appropriate Product Dispute Resolution in Sharia Financing

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Abstract:

This study focuses on how the pattern of sharia economic dispute resolution that occurs in the right sharia financing products BTPN Syariah MMS Siabu. Researchers want to examine how the pattern of dispute resolution can be resolved. The researcher wants to examine the factors that cause the dispute and analyze it with the shulh concept in the Compilation of Sharia Economic Law at the research locus. This research is qualitative research where the type of empirical legal research. The data analysis technique in this research, namely by collecting data, then directing the data, then it will be presented in the form of a narrative conclusion. The conclusion from this study is that the factors that cause this dispute occur because when providing data on prospective customers there is no transparency, dishonesty of information, then problems with economic conditions, and the circumstances of the customer's family are appropriate for the sharia financing. Then for the pattern that is the right product for Islamic financing in a non-litigation way, namely with a warning system, withdrawing deposit funds, account officers going to the floor, and follow-up analysis. Whereas the method of settlement pattern for BTPN Syariah MMS Siabu's sharia financing products is by the principle of shulh murabaha in the Compliance for Sharia Economic Law, which gives a message of peace by the principles of Islamic teachings if there is a dispute it must be amicable.

Keyword: Dispute Resolution, Shulh, Proper Sharia Financing.

Abstrak:

Penelitian ini berfokus pada bagaimana pola penyelesaian sengketa ekonomi syariah yang terjadi pada produk pembiayaan di BTPN Syariah MMS Siabu. Penelitian ini meneliti bagaimana pola penyelesaian sengketa. Penelitian ini mengkaji faktor-faktor penyebab perselisihan tersebut dan menganalisisnya dengan konsep shulh dalam Kompilasi Hukum Ekonomi Syariah pada lokus penelitian. Penelitian ini merupakan penelitian kualitatif dimana jenis penelitian hukum empiris. Teknik analisis data dalam penelitian ini yaitu dengan mengumpulkan data, kemudian mengarahkan data tersebut, kemudian akan disajikan dalam bentuk kesimpulan naratif. Kesimpulan dari penelitian ini adalah faktor-faktor penyebab perselisihan terjadi karena ketika memberikan data calon nasabah tidak ada transparansi, ketidakjujuran informasi,

kemudian masalah dengan kondisi ekonomi, dan keadaan keluarga nasabah. Kemudian untuk pola penyelesaian yang tepat untuk dengan cara non litigasi, yaitu dengan sistem peringatan, penarikan dana deposito, account officer yang turun ke lapangan, dan analisis lanjutan. Sedangkan pola penyelesaian produk pembiayaan syariah BTPN Syariah MMS Siabu adalah dengan prinsip shulh dalam Kepatuhan Hukum Ekonomi Syariah, yang memberikan pesan perdamaian dengan prinsip-prinsip ajaran Islam.

Kata kunci: penyelesaian sengketa, shulh, pembiayaan syariah yang sesuai.

A. Introduction

Sharia economic development is very good and significantly shows progress, especially in Islamic Financial Institutions (LKS) in the Islamic banking industry. Where the report (*Report of the Indonesian Islamic Finance Development 2022*) explains that the total assets of the Indonesian Islamic financial industry have been tied up which continues to improve, growing by 15.87% or Rp. 2,375.84 trillion rupiah. In the Islamic banking sector in particular, which experienced asset resilience of 15.63% or Rp. 802.26% trillion rupiah. Meanwhile, in the non-Islamic bank sector it amounted to 20.88% or Rp. 146.12 trillion rupiah.

The Islamic capital market also experienced positive developments during 2022, as indicated by growth in terms of products and value of Islamic stocks, corporate sukuk, and state sukuk. The larger an Islamic banking is, the greater the implications of a dispute in it (Ismail, 2016). Whether it's a dispute between the financial institution itself or with customers (Nurzianti, 2021). To minimize a dispute in Islamic Financial Institutions (LKS), especially in the Islamic banking industry, a judicial institution that has credibility and competence in its field is needed in resolving sharia economic disputes. A deep sharia economic dispute is carried out by litigation and non-litigation (Amanda Tikha Santriati, 2021). Litigation settlement is a way in which it involves a judicial institution, where sharia economic disputes are resolved in religious courts (Suci et al., 2021). Meanwhile, non-litigation dispute resolution is a way where without involving a judicial institution, where the parties to the dispute can choose other alternatives or ADR (*Alternative Dispute Resolution*) dispute resolution process (Safitri, 2020).

Law of the Republic of Indonesia Number 3 of 2006 in article 49 that the term sharia economy in question is not only a dispute that occurs in Islamic banking (Ihdi Aini et al., 2021). However, it is clarified again in part

(i) of article 49 of Law of the Republic of Indonesia Number 3 of 2006 that the sharia economic activities in question are sharia banks, sharia financial institutions, sharia insurance, sharia reinsurance, sharia mutual funds, sharia bonds, sharia medium SBSN, sharia financing, sharia pawnshops, as well as pensioners of sharia financial institutions, and sharia business (Zahrotul Uliya et al., s 2020).

A Sharia Financial Institution (LKS) today provides convenience for all prospective customers who are in need of funds in building or increasing their business capital. One of the Islamic Financial Institutions that is most in demand by the public is an institution that when providing financing is not difficult in its administration. PT. Bank Tabungan Negara Nasional Syariah (BTPN Syariah) is one of the Sharia Financial Institutions (LKS) that provides easy access for prospective customers in applying for financing. Where prospective customers only prepare identities in the form of KTP and Family Cards without any elegance in financing. Right Sharia Financing is one form of financing offered and provided by PT. Bank Tabungan Negara Nasional Syariah (BTPN Syariah) to prospective customers. PT. Bank Tabungan Negara Nasional Syariah (BTPN Syariah) has a branch unit called MMS, so every MMS in a sub-district in a district will have a field marketing officer or as an *Account Officer* position of ten people. Later, the *Account Officer* officers will go to a village to get prospective customers with a minimum number of customers of ten people per group. Once a dispute occurred where a customer turned out to be divorced from her husband so that there was a lack of smooth payment of financing even the customer lost contact so that he never paid the financing installments again.

The results of previous studies that have been carried out have relevant and updated with the researcher's research plan, namely: In the study (Rahmi, 2022) with the title "Sharia Economic Dispute Resolution Patterns in Sharia Savings and Loans Cooperatives (KSPS) Review of Sharia Economic Law Compilation". The conclusion of this study is that the cause of the dispute occurs due to several factors such as the presence of customer members experiencing disasters, and unclear customer data. And for the dispute resolution process by directly intervening with certain parties in the savings and loan cooperative, and withdrawing customer funds and providing a mediator. Then that the pattern of dispute resolution in sharia savings and loan cooperatives is in accordance with the principle of sharia economic law settlement, namely *shulh*. The difference with the research conducted by the researcher is that the researcher took a different research

location and focused more on one sharia product that uses a sharia contract where the pattern of dispute resolution of the right product is BTPN Syariah MMS Siabu's sharia financing.

In a study (Fauziah et al., 2021) entitled "Mediation as an Alternative to Dispute Resolution in Peer To Peer Landing Loans in Indonesia". The conclusion of this study is that dispute resolution through mediation is considered better than dispute resolution using litigation. Mediation that creates a peace agreement will be a complete solution because the final result does not use the principle of winning or losing. The difference with the research conducted by the researcher is that the researcher took a different research location and focused more on one sharia product that uses a sharia contract where the pattern of dispute resolution of the right product is BTPN Syariah MMS Siabu's sharia financing.

Next study (Renyaaan & Ingratubun, 2022) entitled "Analysis of Dispute Resolution of Government Project Construction Work Contracts Through Non-Litigation". The conclusion of this study is that based on the National Arbitration award in articles 59 to 64 of Law Number 30 of 1999 based on legal provisions or based on fairness and compliance. The difference with the research conducted by the researcher is that the researcher took a different research location and focused more on one sharia product that uses a sharia contract where the pattern of dispute resolution of the right product is BTPN Syariah MMS Siabu's sharia financing.

In a study (Karel Wowor, 2020) entitled "Legal Analysis of Alternative Dispute Resolution in International Trade Practices". The conclusion of this study is that if an international dispute occurs, the form of settlement will be carried out by means of negotiation, mediation, entertainment, and arbitration. The difference with the research conducted by the researcher is that the researcher took a different research location and focused more on one sharia product that uses a sharia contract where the right product dispute resolution pattern is MMS BTPN Siabu sharia financing.

From previous studies, the novelty of this research lies in the disputed product, namely Right Sharia Financing located at BTPN Syariah MMS Siabu. Where disputes that occur are resolved in an Islamic way, namely with the concept of *Al-Shulh*.

B. Research Methods

The nature of this study is empirical legal research. This means that empirical law is an experience of facts in the community by utilizing a bona fide data set in the form of interview reports with respondents, namely *the Account Officer* of BPTN Syariah MMS Siabu employees (Soerjono Soekanto & Sri Mamudji, 2011). Where the object of research is BTPN Syariah MMS Siabu. The way to collect data is to observe the researcher early, then the researcher conducts an interview with the *Account Officer*. And at the end of the conclusion, the researcher will describe it in the form of a narrative analysis knife with the concept of *shulh* in KHES how BTPN Syariah MMS Siabu resolves disputes over appropriate sharia financing products with customers (Sugiyono, 2008).

C. Results and Discussion

1. Sharia Economic Disputes

A dispute is a deviation or discrepancy in a sharia economic activity in sharia financial institutions, especially in the sharia bank industry (Inna Fauzi & Nabila Rizki, 2021). Basically, there is a dispute in Islamic economic practice because one of the parties has broken a promise from the beginning of the agreement. Both parties or one party does something but it is not in line or exactly in accordance with what was promised (Warman & Hayati, 2022). Both parties or one of the parties did something promised, but there was a form of schedule discrepancy that had been promised (Fajriawati 2022). And basically, if there is a dispute in sharia economic activities, especially the Islamic banking industry, it has been included in the civil procedural law (Hardiati et al., 2021).

1) Causative factors of the dispute

Basically, disputes occur in the Islamic economic environment, especially Islamic banking, due to inequality between groups or individuals which results in violations of the initial agreement on disrupted rights agreements (Hasanah, Ja'far, and Fasa 2021). Dispute or *conflict* is a form of *disagreement on a point of law of fact of interest between two persons*, in the sense that the state of conditions of non-conformity and the absence of understanding with reality give rise to different interests between the two. Generally, the cause of a sharia economic dispute is due to several factors such as the following (Suganda 2022):

- a. In a contract where the character stage is still experimenting, and the lack of understanding of business processes so that it is stuck in profit orientation, or because the customer does not recognize the Islamic financial institution where he does business whether he already has a partner and because there is no *legal cover*.
- b. The agreement in the engagement of a contract is difficult to execute due to several factors as follows:
 - 1) There is a form of lack of caution and lack of understanding between the two parties when conducting deliberations at the beginning of the contract.
 - 2) In a sharia financial institution, no one understands and is an expert in constructing efficient, fair, and definite contract laws and regulations.
 - 3) The inability of someone who works in risk management to see an indication of the emergence of risk.
 - 4) Untrustworthy and dishonestThe above paradigm that in a sharia economic dispute occurs in a contract needs to be identified and vigilant first.

And here are some types of contracts that indicate the ease of a dispute (Mukarromah 2020):

- a. The fact that the claim void of the contract between the two parties who make an agreement in an Islamic bank has conditions, be it object conditions or subject conditions.
- b. There is a form of termination of an agreement in the engagement of a contract made from one of the two parties and the misrepresentation of a content in an agreement that causes disputes in law.
- c. Both parties did not fulfill the achievements of the agreement at the beginning of the contract.
- d. Adana form an indication of legal resistance or *onrechtmatig daad*.
- e. The initial unforeseen risk of an agreement in the engagement of a contract (*overmach or force overmach*).

2) Legal Basis for Sharia Economic Dispute Settlement

Disputes that occur in Islamic banks due to someone who is a customer at a sharia bank make a financing with the category of lending and borrowing financing but the customer cannot pay the loan contract financing or bad loans have an impact on the sharia bank defaulting so that the sharia bank feels disadvantaged by the customer and causes a dispute, for follow-up will be refreshed the settlement of sharia bank disputes (Hardiati, Widiana, and Hidayat 2021). In addition to resolving by means of a sengeketa with civil law, some Islamic laws namely the Qur'an and Sunnah are also used as a basis in resolving a sharia economic dispute.

a. Qur'an

In the Qur'an Allah Almighty explains that if a problem is between a person then it must be resolved between the two. This is in line with Q.S al-Hujarat verse 9:

(وَإِنْ طَائِفَتَيْنِ مِنَ الْمُؤْمِنِينَ اقْتَتَلُوا فَأَصْلَحُوا بَيْنَهُمَا فَإِنْ بَثَّ إِحْدَاهُمَا عَلَى الْآخَرَىٰ فَقاتِلُوا الَّتِي تَبْغِي حَتَّىٰ تَفِيءَ إِلَىٰ أَمْرِ اللَّهِ فَإِنْ فَاءَتْ فَأَصْلَحُوا بَيْنَهُمَا بِالْعَدْلِ وَأَقْسِطُوا إِنَّ اللَّهَ يُحِبُّ الْمُقْسِطِينَ)

Means; "If there are two groups of believers fighting, make peace with them. If one of them commits harm against the other, fight for the wrongdoer, so that the group returns to Allah's command. If they have returned, make peace with them with justice. Be fair! Indeed, Allah loves those who are just."

From Q. S AL-Hujarat verse 9 above gives meaning related to the dispute that occurred. Dimna if there is a dispute or disagreement between the two parties even reconcile them by calling on those who are fighting to reconcile with each other. If one of the two groups violates and rejects the call to Allah and the Messenger of Allah, then fight them until they return to the law of Allah and the Messenger of Allah. When they have returned, then reconcile them justly. Be fair in your laws, do not go beyond the laws of Allah and the Messenger of Allah in making decisions. Indeed, God loves those who do justice in their laws, those who decide with justice among His creatures.

In accordance with the dispute that occurred in the BTPN Syariah Right Financing product, it must be resolved by familial means first by presenting a third person as a tranquilizer.

b. Hadis

Apart from the Qur'an surah al-Hujarat verse 9 that in a hadith narrated at-Tarmizi, Ibn Majah, al-Hakim, and Ibn Hibban that the Prophet (peace be upon him) said, "Among a covenant Muslims are permissible, unless a covenant legalizes haram and forbids halal". In this hadith then at-Tirmizi gives an additional explanation that those who do muamalah are based on their own conditions. There are several *nashes* found other than the *above nash* which are the same as the events in line felt by the Prophet SAW where every time there was a dispute in sharia economic activities in his time, the Prophet SAW acted as an arbitrator to resolve the dispute. Because the Prophet SAW has a trusted nature or *al-amin*, the Prophet SAW was always used as a mediator or sole arbitration with the *ad hoc arbitration system* when disputes between the ummah were in accordance with His time.

It is narrated by Bukhari and Muslim from Abu Hurairah that the Prophet (peace be upon him) said: "When a man in the time of the Prophet bought a yard from someone else, and the man found an urn containing gold inside. The yard buyer said take this gold of yours that I found in the yard I bought, because basically I only bought your yard not with the gold in this urn. But the reply from the seller said I had sold all the yards along with the contents inside. Then the long story goes that the two people chose an arbitrator to resolve the dispute. The arbitber said, whether between the two client had a son. One of them did not say that he had a son, while another said I had a daughter, then the arbitrator said so marry them both at the cost of finding gold in the urn. And in the end they both agreed to give the rest of the gold discovery to the poor."

From the two *nashes* above, it can be concluded that when there was a dispute between the ummah or society in ancient times, it must be resolved through arbitration. The purpose of resolving a dispute is to keep the ukhuwah islamiah ummah awake.

c. Civil law

In today's era, there are legal regulations that are used as a basis for resolving a sharia economic dispute that can be implemented, namely the Civil Law (Civil Code in Article 1338) (Hasanah, Ja'far, and Fasa 2021). In the Article it is explained that "All forms of agreement of a contract made by both parties that must be in accordance with the regulations of a law they make. An engagement of promise in an agreement between the two parties cannot be withdrawn solely for any reason, it must be determined by a law so that the agreement is carried out properly" (Suganda, 2022).

Thus, if a sharia economic dispute occurs, it must be resolved in accordance with the principles of dispute resolution and the legal basis in resolving sharia economic disputes. And the following are the principles of resolving a dispute in resolving it, namely:

- 1) Every time a dispute occurs it must be fair to decide a case so that no one party is harmed when the final decision is taken.
- 2) Every occurrence of a dispute resolves it in a familial way.
- 3) Every occurrence of a dispute at the time of resolving it must be guaranteed confidentiality from both parties.
- 4) Every occurrence of a dispute is carried out comprehensively together.

2. Right Sharia Financing

Right Sharia Financing is a financing provided to a group of underprivileged economic mothers who own micro, small and medium enterprises. This financing is carried out with an agreement between the customer and *the account officer* in accordance with the specified contract, namely the *wakalah wal murabahah* contract (Suci, Nurapiah, and Purnama 2021). Basically, the main purpose of this financing is none other than to focus on the development and development of customers' micro-businesses and to build a disciplined character in doing business, cooperation, and mutual assistance (KN & Putri, 2020).

Right Sharia Financing was originally a financing product under the name Future Package at PT. BTPN Syariah. Where both are still the same principles and contracts written on the financing. Right Sharia Financing strives to continue to provide financing to

productive housewives to develop or build their businesses without collateral. This is because in the current era of national economic development that women have also driven the wheels of the economy, not just men. Thus that the presence of PT. BTPN syariah strives and continues to utilize this potential by providing and providing funding products intended for women, especially in rural areas, namely the Right Sharia Financing product without any financing allowance (Djalil, 2021)

The presence of PT BTPN Syariah with its financing funding product, Right Sharia Financing, allows women in rural areas to use it to improve their family's standard of living and access banking services without any elegance in it. Where as we know that when accessing Islamic banking services is very difficult, especially when getting a sharia financing, this is because the average Islamic financial institution has elegance in its financing. It is undeniable that these housewives prefer loans to kucek-kucek banks or mobile banks with a clear usury system in place. And even if the housewives are unable to pay it, they will sell their goods to be able to pay loans to the mobile bank (Safitri, 2020). With the banking services from PT. BTPN Syariah creates opportunities and new innovations in the community's economy. BTPN Syariah's PMD product financing package emphasizes productive activities. Rural women are guided to make financial plans for their businesses and will be trained so that they can manage the funds received with a sense of responsibility until the repayment of financing. While PT. BTPN Syariah only acts as a financing provider but provides an example and guidance from women who finance them. After attending the training on the Right Sharia Financing product, it is hoped that women who claim the financing will have courageous attitudes to be disciplined in starting a business, cooperation, and hard work for their family's standard of living can improve.

(<https://www.btpnsyariah.com/web/guest/pembiayaan>).

3. Shulh Concept

The concept of *shulh* in Islamic law is a form of peace effort made by the parties to resolve muamalah disputes. *Al-shulh* is a way of realizing peace that can be sought by third parties who seek and

parties to disputes or help the parties resolve the dispute (Rahmi 2022).

وَأِنْ طَائِفَتَيْنِ مِنَ الْمُؤْمِنِينَ افْتَضَتْهُمَا فَصَلِّحُوا بَيْنَهُمَا فَإِنْ بَغَتْ إِحْدَاهُمَا عَلَى الْأُخْرَى فَقَاتِلُوا
الَّتِي تَبْغِي حَتَّى تَفِيَّءَ إِلَى أَمْرِ اللَّهِ فَإِنْ فَاءَتْ فَاصْلِحُوا بَيْنَهُمَا بِالْعَدْلِ وَأَقْسِطُوا إِنَّ اللَّهَ يُحِبُّ
الْمُقْسِطِينَ

Means: "If there are two groups of believers fighting, make peace with them. If one of them commits harm against the other, fight for the wrongdoer, so that the group returns to Allah's command. If they have returned, make peace with them with justice. Be fair! Indeed, Allah loves those who are just."

The above verse is the basis for religious leaders in resolving an economic dispute with the concept of *shulhu*. Where the concept of *shulhu* is a way of resolving disputes by making peace. The Qur'an also affirms that it is best to resolve disputes in a peaceful manner. Ancient Islamic law leaders also explained that disputes must be made peacefully first. Because to use *shulhu* in ending Islamic economic disputes, those who are warring will achieve peace. Dispute resolution through *the shulh* channel is much better than dispute resolution through litigation which is to present a religious court as a third party. This is because the verdict produced by the religious court will feel dissatisfaction with each other among those in dispute (Muhammad Andri 2021).

The *al-shulhu* process involves a third party that can act as a mediator or facilitator in resolving their disputes. The implementation of dispute resolution with the concept of *al-shulhu* in Islamic law is very broad in meaning. Because with the concept of *al-shulhu* not only in the realm of sharia economics but the concept of *al-shulhu* can also be applied to political disputes and family disputes (Hardiati, Widiana, and Hidayat 2021). *Al-Shulhu* or the agreement that ends in peace is the right of both parties in dispute to be carried out peacefully without any harm to each other. While Allah Almighty has rights to his hambah i.e., such as, zakat and punishment, there is no way for peace in it. Peace in it is to carry it out perfectly (Ihyak, 2022). Peace treaties include five kinds, *first*; Peace agreements between groups that have justice and groups that attack among Muslims. *Second*; Peace between Muslims and those who are at war

with them. *Third*, the improvement of relations between two conflicting parties in property matters. *Fourth*; This kind of peace is divided into two kinds, namely peaceful peace about decisions and peaceful peace about denial. And *fifth*; peace agreement between husband and wife if it is feared that there will be a split between the two (Dewi Riza Lisvi Vahlevi, 2021). And according to on theoy (Sulistiyawati & Hariyanto, 2021) explained that all problems must be solved in a familial way, in other words that by way of the concept of *Al-Shulhu* it is appropriate as explained below.

Based on the background of the discussion presented by the researcher, the results and discussion of dispute resolution patterns in BTPN Syariah MMS Siabu sharia financing products were taken as follows:

Dispute resolution with the concept of "*shuluh*" (mediator) is one way that is in accordance with the principles of Islamic law to resolve disputes. In the context of sharia financing as previously described, here is how the concept of shuluh can be applied. First, the parties involved in the dispute, namely the customer and BTPN Syariah MMS Siabu, agreed to find a competent and fair *shuluh* or mediator. This shuluh must have knowledge of Islamic law and sharia financing. *Second*, the selection of shuluh should be based on the mutual consent of both parties or through the recommendation of an institution or organization that can be recognized within the Islamic community, or an alim ulama of the surrounding village. Third, the mediation process will facilitate the mediation process between a customer and BTPN Syariah MMS Siabu. He will listen to the arguments and views of both sides objectively, as well as provide suggestions and views based on sharia principles. *Fourth*, *Shuluh* will ensure that the mediation process follows sharia principles that promote fairness, discretion, and mutual cooperation. He will seek a solution that is just and in accordance with the principles of Islamic law. *Fifth*, after mediation, the Customer and BTPN Syariah MMS Siabu are expected to reach a mutual agreement on the settlement of their dispute. This agreement can be in the form of financing restructuring that is more in accordance with the Customer's conditions or other forms of settlement that are considered fair by both parties. *Sixth*, after reaching an agreement, both the Customer and BTPN Syariah MMS Siabu must abide by the agreement in accordance

with sharia principles. This includes installment payments in accordance with the agreement, if any, and all parties must maintain their commitments. Shuluh can monitor the implementation of the agreement to ensure compliance by both parties. If there is a breach of agreement or the dispute re-arises, the *shuluh* can facilitate additional resolution processes. By resolving disputes applying the concept of *shuluh* in sharia financing dispute resolution, namely Right Sharia Financing, efforts to achieve a settlement that is in accordance with sharia principles, fair, and based on mutual cooperation can be realized. It also avoids lengthy and costly litigation, while promoting an understanding and application of Islamic values in financial affairs. In the case faced by BTPN Syariah MMS Siabu, the resolution is as follows;

First, the dispute that occurred at the research site, namely BTPN Syariah MMS Siabu, especially regarding the right sharia financing product, was caused by several external and internal factors. The cause of internal factors is the inaccuracy of BTPN Syariah account officer MMS Siabu in analyzing prospective customers when claiming the right financing for sharia financing. The inaccuracies in question are such as finance, capital, character, customer economic conditions, and information dishonesty (*asymmetric information*). Then the cause of external factors or external factors is that the customer divorces her husband and leaves home and leaves installments of financing responsibility.

Second, based on an interview with a BTPN Syariah account officer, disputes over appropriate sharia financing products are resolved by non-litigation means. Where *the account officer will give a warning to the customer in the form of withdrawing customer deposits, the account officer will close the customer's passbook on the principal deposit.*

Third, it turns out that the dispute resolution pattern in BTPN Syariah Siabu's MMS sharia financing products is in accordance with the concept of settlement in KHES, *namely the concept of shulh* which is resolved peacefully by presenting a mediator or dispute intermediary, the mediator, namely the local village head. Because there is no one working as a mediator in the local village. The way the local village chief presented both parties and discussed the beginning of the problem, then all forms of debt left by the wife were repaid by the

husband by making a black and white agreement reinforced with seals.

Through dispute resolution using the concept of shuluh, both parties can reach a solution that respects sharia principles and provides opportunities for the customer's family to improve their condition. BTPN Syariah MMS Siabu is also satisfied that it can still maintain its financing while helping customers' families overcome their financial difficulties. This case shows the importance of conflict resolution based on Islamic values and cooperation between the two sides.

D. Conclusion

Based on the results and discussion above, it can be concluded that the dispute that occurred in the right product of BTPN Syariah MMS Siabu sharia financing was due to several internal and external factors. When the dispute occurred, it turned out that it was still resolved by *Al-shulhu*. *Al-shulhu* as a means of realizing peace can be sought by parties to disputes or from third parties who seek to help the parties resolve disputes, namely customers and *account* officers. In addition, resolving a dispute with the concept of shulh provides its own advantages compared to settlement through other institutions. The advantages such as lower costs, faster dispute resolution time, open and fair decisions, and between the two parties to the dispute are directly involved and can witness the dispute resolution of the right sharia financing product occurs. This research is still not said to be perfect, perhaps due to the limited literature used. However, in the research there are research updates both in terms of location, research methods, and literature review. Hopefully this research can be used as material for previous research in a scientific work both in the form of journals and final lecture projects such as theses, theses, and dissertations.

E. Acknowledgements

Researchers would like say to thank the parties who have provided support. Both provide support in the form of material and non-material. Without them, this research would not be like this. First, the researcher would like to thank the Head of the Department of Sharia Economic Law Mr. Dr. Syufa'at, M. Ag., Ms. Secretary of the Department of Sharia Economic Law Mr. Dr. Ida Nurlaeli, M. Ag., Prof. State Islamic University. K. H. Saifuddin Zuhri Purwokerto for providing knowledge in compiling

this research. Second, the researcher would like to thank fellow Indonesian Bankit Kemenag-LPDP scholarship recipients.

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