Islamic Bank: Fatwa Perspective from The National Sharia Council of The Indonesian Ulama Council on Resolving Financing Problems

Denia Maulani¹, Andini Nabilah Artasya², Widhi Ariyo Bimo³, Hikmatul Aliyah⁴
¹ Ibn Khauldun Bogor University, Faculty of Economics And Business

E-mail: denia@uika-bogor.ac.id

Article Information

ABSTRAK
Financing in Islamic banks has a level of risk that the possibility of default occurs, precise and in accordance with sharia provisions. This study aims to determine the efforts to resolve problematic financing, the factors causing problematic financing and the suitability of the Fatwa of the National Sharia Council-Indonesian Ulama Council with existing financing at PT. BPRS Amanah Umumah. Qualitative-descriptive method by collecting data through interviews and documentations. During 2022, the percentage of non-performing financing at this Bank is 6% lower than the maximum percentage limit for non-performing financing determined Bank Indonesia of 5%, the performance of the Bank in 2020 - 2022 is categorized as very healthy. Efforts made by the Bank in dealing with problematic financing, namely taking an intensive approach to financing customers, providing customer summons, rescheduling and selling joint guarantees. Factors causing problematic financing consist of bank internal factors and bank external factors. Settlement of non-performing financing at Bank with the DSN-MUI Fatwa is in accordance with the review of the DSN-MUI Fatwa No.48/DSN-MUI/I/2005 concerning rescheduling murabahah bills and DSN-MUI Fatwa No.47/DSN-MUI/II/2005 concerning the settlement of murabahah receivables for customers unable to pay.

Introduction

Sharia banks are banks that carry out their business activities based on sharia principles and according to their types consist of Sharia General Banks (BUS) and Sharia People's Financing Banks (BPRS). Sharia banking's fund distribution products are usually called financing, while conventional banks' fund distribution products are usually called credit. The distribution of funds in the form of business cooperation and sale and purchase agreements is carried out by sharia ibank. Sharia banks will receive rewards in the form of profit margins from profit sharing and different structures in accordance with Islamic Sharia principles (Ismail, 2011).

Sharia People's Banking Finance functions as an intermediation institution, collecting and channeling funds back to the community in the form of financing. Distribution of funds to communities that lack funds to communities that have excess funds is one form of financing activity. In providing financing there are also risks that can cause financing problems for sharia banks, BPRS and conventional banks. It is said that financing is problematic if the bank is unable to face the risks that occur in financing. Banks must pay attention to various factors and consider all aspects in making decisions regarding the distribution of funds or financing problems to the community (Popita, 2013).

There are various factors that trigger problematic financing, namely internal factors and external factors, both from the bank and the customer. The emergence of problematic financing needs to be handled immediately, especially by sharia banks so that it does not continue to become Non-Performing Financing (NPF), which means bad financing ranging from substandard to bad. Therefore, what is meant by problematic financing is financing with poor quality that is in the substandard, doubtful and non-performing categories, namely the customer's inability to pay all or part of the obligations to the bank when they are due. Even though you have carried out a structured analysis, financing in Islamic banks can experience problems (Djamil, 2012).

The legal position of the Fatwai, the National Sharia Council-Indonesian Ulama Council (DSN-MUI) has an important role and influential authority in the process of creating and designing binding positive laws.
for the development of the Islamic economy. Fatwa is included in one of the institutions that in accordance with Islamic law has the function of providing answers and solutions to solve problems felt by Muslims. In an effort to resolve problematic financing, this can be done through rescheduling in accordance with Fatwa DSN-MUI No.48/DSN-MUI/II/2005. In line with the DSN-MUI Fatwa, efforts to resolve financing problems prioritize deliberative efforts (Rakhmawati & Makrus, 2021). Financing data at PT. BPRS Amanah Ummah Bogor Branch for 2020-2022, Murabahah contracts are the most frequently chosen contracts, as shown in table 1.

Table 1. Number of Financing Product Uses at PT. BPRS Amanah Ummah Bogor Branch as of December 2020-2022

<table>
<thead>
<tr>
<th>No.</th>
<th>Financing Products</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mudharabah</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2.</td>
<td>Musharakah</td>
<td>1</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>3.</td>
<td>Murabahah</td>
<td>615</td>
<td>627</td>
<td>592</td>
</tr>
<tr>
<td>4.</td>
<td>Ijarah</td>
<td>21</td>
<td>32</td>
<td>27</td>
</tr>
<tr>
<td>5.</td>
<td>Card</td>
<td>1</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>6.</td>
<td>Pawn Card</td>
<td>69</td>
<td>53</td>
<td>79</td>
</tr>
<tr>
<td>7.</td>
<td>Qard Haji</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8.</td>
<td>Istishna</td>
<td>11</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>9.</td>
<td>Multiservice</td>
<td>8</td>
<td>10</td>
<td>13</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>726</td>
<td>734</td>
<td>722</td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2022)

Table 1 shows that there was a decrease in the number of customers for murabahah products in 2022 by 3%, namely the number of customers from 2021 was 627 people to 592 people in 2022. However, the largest increase in the number of customers for qard haji products in 2022 was 4% of customers. namely the number of customers from 2021 was 53 people to 79 people in 2022.

In Figure 1 above, it can be seen that from 2020-2022 the number of customers who have provided financing at PT. BPRS Amanah Ummah experienced an increase in the number of customers by 1% in 2020 with the number of financing users being 276 customers, while in 2021 it was 734 customers. However, there was a decrease in the number of customers by 1% in 2021 with a total of 734 customers up to 2022 with 722 customers. The use of financing products at PT. BPRS Amanah Ummah is dominated by murabahah financing because the risk is not too big compared to other cases. The more users of financing products, the greater the risk of financing problems.
Basically, conventional financial institutions and sharia financial institutions are financial institutions that function as intermediaries between parties who have excess funds (surplus funds) and parties who have difficulties or need funds (deficit funds) to carry out business activities in line with Islamic Sharia principles. In operational activities, conventional banking uses an interest system to gain profits, providing interest charges on loans and use of funds. Meanwhile, Islamic banks themselves do not pay interest and use the principle of fair profit and loss sharing. Scholars are of the opinion that this interest system needs to be abolished in Islamic banks. Banking Islamization can be implemented if the bank interest system has been abolished (Suhendi, 2007).

Sharia banks based on Law no. 21 of 2008 regarding Sharia Banking, namely banks that carry out their business activities based on sharia principles and according to their type consist of Sharia Commercial Banks (BUS) and Sharia People’s Financing Banks (BPRS). The difference between sharia commercial banks and sharia people’s financing banks is in the banking services and products offered to potential customers, including operational activities, ownership and capital. Islamic banks have their own characteristics, namely that they are not related to the interest system, use buying and selling methods and profit sharing, prohibit carrying out activities that have a speculative nature, only provide halal financing and are always related to the real sector. Another name for Islamic banking, namely Islamic Banking or Interest Fee Banking, is a system available in banking whose operational implementation is not related to the interest system (riba), maisir and ambiguity or uncertainty (gharar) (Ali, 2008).

The general understanding of non-performing financing (NPF) according to Ibrahim and Arinal (2017) is financing not being able to fulfill their promises to pay the installments and have not been able to fulfill the conditions stated in the contract. NPF is more often used with Non-Performing Loans (NPL) in conventional banking and is one of the determinations of performance levels in banking. Financing problems for the public in sharia banking are usually called funding and for problem loans it is usually used by conventional banking. The term non-performing credit has been widely used in Indonesian banking as the meaning of Non-Performing Loan (NPL) which is also often used in international banking (Wangsawidjaja, 2012).

Problematic financing can be caused by borrowers who experience difficulties in paying it off due to deliberate or external factors and internal factors that originate beyond the borrower's control. Problematic financing is financing with poor or low quality that is classified as substandard, doubtful and nonperforming. For the implementation of sharia and conventional banking, financing with good quality is called class one, for special attention class it is class two, less current category is class three, for doubtful class it is class four, then last, the traffic jam group enters the fifth group (Siamat, 2005).

The DSN-MUI fatwa can be the basis for enforcement or guidance for carrying out sharia economic activities for sharia financial institutions and government. As part of sharia compliance in product launch, sharia financial institutions (LKS) in Indonesia are required to be based on Fatwa that has been issued and ratified by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). This fatwa later became the basis for separating the operational movements of sharia financial institutions and conventional financial institutions (Afrelian et al., 2015).

According to Hadi (2011), the fatwa is a reference in providing signs for LKS in creating a product that is easy to change and in line with developments over time from year to year. The Fatwa-DSN-MUI law in Indonesia has a very important and influential contribution in efforts to create or plan laws as a legal basis in accordance with Sharia. Fatwa-DSN-MUI in Law-No.21 of 2008 regarding sharia banking, Bank Indonesia as a regulator is advised to transform the legal content contained in the Fatwa-DSN-MUI as a formulation of sharia principles in the field of sharia economics and LKS in order to become statutory regulations that have legal force and are binding.

Method

First. Type of Research

In this scientific work, qualitative-descriptive research is used to examine data obtained from the field, after which it is necessary to analyze and draw conclusions from this research. Qualitative research is the result of research findings that cannot be achieved using only other methods or procedures from quantitative research (Strauss, 2007). Qualitative research is a research method
that can obtain descriptive data, either through spoken or written words, about the behavior of
the sources to be studied. Related to descriptive research, it is defined as research that attempts
to explain a phenomenon, problem and problem that occurs today. Only with descriptive
research, the researcher tries to describe an incident or event that is the topic of discussion
without giving special treatment to the problem that occurs (Noor, 2011).

Second. Data Collection Techniques
The author uses 2 methods to obtain data for scientific research, as follows:
First). Interview
It is a technique or method for obtaining data, namely obtaining information using the technique
of asking questions and answering directly to bank staff. The conversation is carried out between
the two parties, namely the interviewee (staff) from PT BPRS who will provide answers to the
party asking questions and the interviewer (internship student) who asks questions.
Second). Documentation
According to Nata (1999), the documentation method is a way to provide data relating to certain
evidence so that it can be recorded and created during the internship which can provide
important or special information such as pictures, book essays, references and documentation of
internship activities.

Results
Efforts to resolve problematic financing at PT. BPRS Amanah Ummah Bogor Branch
First. Problem Financing Category
Financing is an activity of sharia banks to lend and lend funds to other parties. The financing
distributed depends on the trust that the fund owner has given to the fund user. The most
dominant financing at BPRS Amanah Ummah Bogor Branch is murabahah financing. Financing
problems are likely to occur if the amount of financing increases.
The level of non-performing financing ratio in 2022 at BPRS Amanah Ummah is 0 percent, it can be said
that the bank is in very healthy condition and the NPF level does not exceed 5 percent in accordance with
Bank Indonesia regulations. This low NPF level is the result of efforts carried out by all staff of PT BPRS
Amanah Ummah Bogor Branch through financing analysis. Whether or not the customer is eligible to
receive financing can be analyzed first. In analyzing prospective customers using the 5C and 1S
principles consisting of:
First). Character
Namely, PT. BPRS Amanah Ummah assesses the customer's character in order to determine the
extent of good faith shown by the customer to fulfill his obligations (willingness to pay) as stated
in the contract.
Second). Capacity
This is a process carried out by PT. BPRS Amanah Ummah through customer financial reports,
as well as customer visits to locations without prior confirmation, so that they can see the actual
conditions that occur.
Third). Capital
Namely, as is known, PT BPRS Amanah Ummah requires capital as a sign of the customer's
seriousness and sense of responsibility in developing their business.
Fourth). Collateral
Namely collateral for goods that can be handed over to PT BPRS Amanah Ummah, where the
collateral will be assessed by the bank which includes the type of ownership, location of the
collateral, proof of ownership and legal status of the collateral.
Fifth). Condition
Namely, PT BPRS Amanah Ummah looks at the economic conditions in society which could
possibly influence the development of customers' businesses. Apart from that, the bank will also
assess the customer's abilities in the business or business development process. The bank
examines the conditions that occur in the customer's business environment to determine the
customer's ability to fulfill their obligations.
Sixth) Sharia
Sharia principles have been established so that we can see the business fields of customers at PT BPRS Amanah Ummah who apply for financing. Financing needs that are in line with the types of financing available at sharia banking and do not conflict with sharia principles. Financing that can be financed at PT. BPRS Amanah Ummah is seen from the halal nature and object of the goods.

Table 2. the level of financing at BPRS Amanah Ummah as of December 2020-2022

<table>
<thead>
<tr>
<th>Quality of Financing</th>
<th>Number of Customers (Soul)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2020</td>
</tr>
<tr>
<td>Fluent</td>
<td>655</td>
</tr>
<tr>
<td>Less than Current</td>
<td>1</td>
</tr>
<tr>
<td>Doubtful</td>
<td>0</td>
</tr>
<tr>
<td>Congested</td>
<td>1</td>
</tr>
<tr>
<td><strong>Number of Customers</strong></td>
<td><strong>657</strong></td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2023)

Performing financing is financing that has no problems. Meanwhile, non-performing financing is financing in the problematic category because arrears have been found. The following is the classification of financing at PT. BPRS Amanah-Ummah Bogor Branch:

First) Quality-Current or Collectibility 1
Financing is classified as current if there are no arrears of around 1-3 months and the customer makes payments on time in accordance with the agreement between the parties concerned.

Second) Substandard Quality or Collectability 2
Financing is included in the substandard category if the financing is in arrears in installment payments of 90 days or 3 months to less than 6 months or 180 days.

Third) Doubtful Quality or Collectability 3
Financing that experiences delays in installment payments is questionable financing. Late payments exceeding 180 days or 6 months to 270 days or 9 months can be included in the doubtful financing category.

Fourth) Jam Quality or Collectability 4
If the financing conditions have stalled, the situation is for customers who have been in arrears in installment payments for more than 270 days or 9 months. The bank will experience losses and will take firm action regarding this.

Table 3. Classification of Problematic Financing Quality Levels at PT. BPRS Amanah Ummah Bogor Branch

<table>
<thead>
<tr>
<th>No.</th>
<th>Financing Quality</th>
<th>Collectability</th>
<th>Time Period (Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fluent</td>
<td>Collectability 1</td>
<td>1-3</td>
</tr>
<tr>
<td>2.</td>
<td>Less Current</td>
<td>Collectability 2</td>
<td>3-6</td>
</tr>
<tr>
<td>3.</td>
<td>Doubtful</td>
<td>Collectability 3</td>
<td>6-9</td>
</tr>
<tr>
<td>4.</td>
<td>Congested</td>
<td>Collectability 4</td>
<td>&gt;9</td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2023)

Second. Efforts to resolve problematic financing
The technical term for financing settlement is a word that is often used among banks to describe the actions and efforts taken by banks to resolve the financing problem of debtors who still have stable business or business opportunities but face obstacles in paying installments and other obligations they impose, so that debtors can fulfill their obligations again. mRemedial efforts are efforts that can be carried out by a company to resolve problems related to problematic financing that exist in a company or financial institution, especially at PT BPRS-Amanah Ummah Bogor.
Branch. The bank has made efforts to save problematic financing, namely by rescheduling, reconditioning, restructuring, combination and execution.

Meanwhile, there are differences in the efforts to resolve problematic financing carried out by PT BPRS-Amanah-Ummah Bogor Branch, including:

First). Carry out an intensive approach to financing customers.
The efforts made by BPRS Amanah Ummah are to take an intensive approach to financing customers whose installments are no longer rare, so the account officer staff will call customers regarding delays in installment payments. After that, the account officer staff visits the customer to discuss problematic financing, then finds out information about the customer's condition, the customer's business and the reasons why the customer is late in paying the installments that have been given.

Second) Customer Call Letter
The bank will send a call letter to the customer 3 times. If in the first summons the customer is not found, then the BPRS Amanah-Ummah will send another summons. If the customer still does not come, then the BPRS Amanah-Ummah will send the third summons to the customer who still does not come. If the problem is still not resolved, then BPRS Amanah Ummah will give SP (Warning Letter) to the customer - 3 times.

Third) Rescheduling
Rescheduling is given if the customer's ability to pay installments has decreased. This process is carried out with the agreement of both parties. If a customer has been in arrears for approximately 4 months, then BPRS Amanah-Ummah immediately makes an offer first to the customer whether they wish to reschedule or not. In the rescheduling process, the additional bill amount will not be given to the customer, only the remaining installments that are still unpaid will be paid.

Fourth) Sale of Joint Collateral
The final effort taken by BPRS Amanah Ummah in handling problematic financing which is included in the category of bad financing is selling collateral, this is done if the customer is unable to pay the installments for more than 9 months. The sale of collateral is carried out at auction or privately by BPRS Amanah Ummah and the customer in accordance with a mutual agreement. The proceeds from the next sale will be used to pay off the customer's debts, if more of the sales proceeds remain, they will be immediately returned to the customer because PT BPRS Amanah Ummah's rights have been fulfilled or in accordance with the amount of the installments that have not been paid. If the proceeds from the sale of the collateral still cannot cover the installments, the customer still has liabilities that must be paid and is obliged to pay them off. If the problematic financing cannot be resolved through the above resolution efforts, then the subsequent efforts to resolve the problematic financing will immediately be taken over by BPRS Amanah Ummah, including:

Fifth) Through the National Sharia Arbitration Agency (BASYARNAS)
Based on the financing agreement, if one of the parties breaks his promise or does not carry out his obligations and an agreement is not reached through consensus deliberation, then the bank and the customer agree to determine and appoint and give authority to the National Sharia Arbitration Board (BASYARNAS). BASYARNAS has the authority to carry out deft and balanced resolution of civil disputes (muamalah) especially in sharia economic matters. The bank and customer agree to bind themselves to the decisions determined by BASYARNAS which are final and binding.

Based on the results of interviews with the account officer staff of BPRS-Amanah-Ummah, so far problem financing solutions implemented by BPRS-Amanah-Ummah have been carried out in a friendly manner, namely through an intensive approach to customers and deliberation so that good relationships can be established between customers and the bank so that they can find solutions for resolving financing problems faced by customers and not continuing to BASYARNAS or the Religious Courts.

Third. Factors that Influence the Resolution of Problematic Financing at PT. BPRS Amanah Ummah Bogor Branch
The causes of financing problems at PT. BPRS Amanah Ummah Bogor Branch are various internal and external factors, including:

First). Internal Factors: a. Costing Analysis Errors. The analysis carried out by iBPRS Amanah Ummah was not careful and thorough. This can happen if the Account Officer staff in carrying out the analysis is not careful and thorough in terms of analyzing prospective customers, whether from collateral, business or business development, character, location of customers, so that there are still customers who are difficult to find, even some who run away or move. House. b. Human error. The occurrence of financing problems is one of the causes of human error or human error made by humans, namely BPRS employees. This is related to the knowledge that BPRS has equipped employees with basic knowledge of sharia banking which includes providing financing, but in practice sometimes they can make mistakes in analyzing potential customers.

Second) External Factors
There are various factors that are caused by customers, whether intentional or not or external factors, including:

First. Customer Character
The customer's character is very important in analyzing whether or not it is appropriate to provide financing. One of the triggers for the occurrence of problematic financing is the character of the customer. There are customers whose character has good faith and are consistent in making installment payments until they are paid off, there are also customers who are inconsistent and not committed to the contracts or agreements they have made. There are still customers at PT. BPRS Amanah Ummah who are irregular in paying installments, so the bank has to send summons and warning letters to customers to return to paying their installments.

Second. Customer Business Conditions
Customers' business conditions are the reason why financing problems occur. If the customer's business condition is declining or experiencing losses, this will affect the customer's income, resulting in the customer being late in making financing installments or no longer being able to pay off the installments. The condition of the customer's business at PT. BPRS Amanah Ummah must be considered because there are customers who have a business but their business experiences losses which causes the customer to be stuck paying installments. Therefore, the account officer will provide intensive assistance to customers whose business is experiencing losses or is declining.

Third. Environmental conditions
One of the environmental conditions experienced by customers is natural disasters. Natural factors are indications of failure that are difficult for humans to predict, such as fires, earthquakes, landslides and so on. This condition is the cause of financing problems at BPRS Amanah Ummah. The occurrence of natural disasters affects customers' businesses, customers' health, customers' assets are destroyed due to natural disasters so that customers' economies experience disruption, resulting in the inability of customers to return the amount of funds given by BPRS Amanah Ummah, account officer staff will extend the installment payment period. until the customer is able to pay back and anticipating this condition can be done by insuring either life insurance or assets owned by the customer.

Compatibility of Problem Financing Settlement at PT. BPRS Amanah Ummah with the DSN-MUI Fatwa
Comparing the suitability between the implementation of PT. BPRS Amanah Ummah's sharia financing products in resolving problematic financing with the DSN-MUI Fatwa. PT. BPRS Amanah Ummah Bogor Branch makes the first effort when there is a financing problem, namely to take a regular, deliberative approach to reach amicable consensus with an agreement between the customer and the bank. After an intensive approach, but the customer is still unable to pay the installments, the customer will be sent a summons 3 times. After giving the summons, if he still has not paid the installments, he will be given a warning letter 3 times. Another effort from the bank is to rescheduling financing.
By rescheduling, the number of installments will be smaller, thereby helping to ease customer installment payments and the financing disbursed can be returned. The rescheduling process implemented by BPRS Amanah Ummah Bogor Branch is in accordance with the provisions stated in Fatwa-DSN-MUI-No.48/DSN-MUI/II/2005 concerning rescheduling of murabahah bills. The suitability can be seen in table 4 below:

Table 4. Compatibility of Settlement of Problematic Financing at PT. BPRS Amanah Ummah Bogor Branch with DSN-MUI Fatwa No.48/DSN-MUI/II/2005 Concerning Rescheduling Murabahah Bills

<table>
<thead>
<tr>
<th>No.</th>
<th>DSN MUI Fatwa No.48/DSN-MUI/II/2005</th>
<th>Implementation at BPRS Amanah Ummah Bogor Branch</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Does not increase the amount of remaining bill.</td>
<td>Re-scheduling of financing is carried out, if there is a balance of financing that has not been paid and the bill amount will not increase.</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
<tr>
<td>2.</td>
<td>Cost charged in the rescheduling process are real costs.</td>
<td>The costs charged are real costs such as transportation costs, costs for paper financing needs and insurance costs.</td>
<td>It is in line with DSN-MUI fatwa</td>
</tr>
<tr>
<td>3.</td>
<td>Extension the payment period must be based on agreement between both parties.</td>
<td>Agreement between both parties between the customer and BPRS Amanah Ummah before rescheduling. Proof of agreement on the financing agreement in writing, accompanied by signatures between the parties concerned.</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
<tr>
<td>4.</td>
<td>If one party does not fulfill its obligations or if a dispute occurs between the related parties, then the resolution is carried out through the National Sharia Arbitration Board (BASYARNAS) after no agreement has been reached through deliberation.</td>
<td>When deliberative efforts cannot resolve problematic financing, the resolution can be through the National Sharia Arbitration Board (BASYARNAS).</td>
<td>It is in line with DSN-MUI fatwa</td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2023)

The next step that will be taken by BPRSAmanah Ummah if rescheduling does not produce results, then an effort will be made to sell the collateral through auction or privately by BPRS Amanah Ummah based on an agreement between the relevant parties. The suitability can be seen in table 5 as follows:

Table 5. Compliance with Problem Financing Settlement at PT. BPRS Amanah Ummah Bogor Branch with DSN-MUI Fatwa No.47/DSN-MUI/II/2005 concerning Settlement of Murabahah Receivables for Customers Unable to Pay

<table>
<thead>
<tr>
<th>No.</th>
<th>DSN MUI Fatwa No.47/DSN-MUI/II/2005</th>
<th>Implementation at BPRS Amanah Ummah Bogor Branch</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>murabahah object or other collateral is sold by the customer to or by BPRS Amanah Ummah</td>
<td>The collateral is sold via auction or by mutual DSN-MUI fatwa</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2023)
<table>
<thead>
<tr>
<th>No.</th>
<th>DSN MUI Fatwa No.47/DSN-MUI/II/2005</th>
<th>Implementation at BPRS Amanah Ummah Bogor Branch</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>through LKS at the agreed market price.</td>
<td>agreement.</td>
<td>It is in line with DSN-MUI fatwa</td>
</tr>
<tr>
<td>2.</td>
<td>Customer pays off the remaining debt to LKS from the sales proceeds.</td>
<td>The customer uses the proceeds from the sale of collateral to pay off the remaining debt.</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
<tr>
<td>3.</td>
<td>If the sales proceeds exceed the remaining debt, LKS returns the remainder to the customer.</td>
<td>Money excess proceeds from the sale of collateral will be reduced by the debt, so BPRS Amanah Ummah will immediately return it to the customer.</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
<tr>
<td>4.</td>
<td>If the sales proceeds are less than the remaining debt, the remaining debt remains the customer's debt.</td>
<td>If income from the sale of collateral is not enough to cover the remaining debt, it becomes the responsibility of the customer in the form of the remaining debt which must be paid.</td>
<td>It is in line with DSN-MUI Fatwa</td>
</tr>
<tr>
<td>5.</td>
<td>If the customer is unable to pay the remaining debt, LKS can release it.</td>
<td>If there is a customer in a condition who is actually unable to pay, then Amanah Ummah will release him, before that, efforts must be made first to pay it off.</td>
<td>It is in line with DSN-MUI fatwa</td>
</tr>
<tr>
<td>6.</td>
<td>If one party does not fulfill its obligations or if a dispute occurs between the related parties, then the resolution will be carried out through the National Arbitration Board (BASYARNAS) after no agreement has been reached through deliberation.</td>
<td>When deliberative efforts are not effective enough to resolve problematic financing, the resolution can be through the National Sharia Arbitration Board (BASYARNAS).</td>
<td>It is in line with DSN-MUI fatwa</td>
</tr>
</tbody>
</table>

Source: PT. BPRS Amanah Ummah (2023)

Regarding the resolution of financing problems with FatwaaDSN-MUI No.17/DSN-MUI/IX/2000 regarding sanctions for customers who do not fulfill their obligation to pay installments, PT. BPRS Amanah Ummah does not use it because it will increase the burden on the customer's responsibilities, making the situation even more difficult. customers who experience financing problems. Based on the description explained above, PT. BPRS Amanah Ummah Bogor Branch has made efforts to resolve problematic financing through several methods such as an intensive approach, deliberation to reach a consensus, rescheduling and joint sale of collateral to reduce the occurrence of problematic financing so that it does not continue. to BASYARNAS and the Religious Courts. Overall, the resolution of problematic financing has followed the certainty stated in the DSN-MUI Fatwa.
Conclusion

From the explanations explained in the chapters above, the researcher concludes that the percentage of problem financing at PT. BPRS Amanah Ummah Bogor Branch in 2022 is around 0 percent lower than Bank Indonesia which has set the NPF amount at 5 percent. BPRS Amanah Ummah in its efforts to resolve problematic financing prioritizes deliberation, namely by taking an intensive approach to financing customers, providing summons and warning letters to customers, rescheduling, selling collateral and as a last resort, if all efforts have been made but have not been resolved, problem financing will also be resolved through BASYARNAS. PT. BPRS Amanah Ummah Bogor Branch, there are factors that can influence the resolution of problematic financing, divided into two, namely internal factors and external factors. Internal factors come from internal banks which include financing analysis errors made by AO staff and human error. External factors are caused by the customer's character, the customer's business conditions and the customer's environmental conditions. Customer financing available at PT BPRS Amanah Ummah follows the applicable basic financing regulations and procedures. In connection with the resolution of financing problems at PT. BPRS Amanah Ummah with Fatwa-DSN-MUI, it is in accordance with the review of FatwaaDSN-MUI No.48/DSN-MUI/II/2005 regarding the rescheduling of murabahah bills and Fatwa DSN-MUI No.47 /DSN-MUI/II/2005 regarding settlement of murabahah receivables for customers unable to pay.

Reference


