

Juridic Overview Agreement Changes On Sharia Bank Merger

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Abstract

The purpose of this study is to find out the terms of the customer agreement with Bank Rakyat Syariah, National Bank of Indonesia Syariah and Bank Mandiri Syariah and find out the resolution of the problem of changing customer agreements with Islamic Banks that have merged. This study uses a normative approach. The side effect of the review shows that Islamic banks will become banks that work according to Sharia Standards, particularly the main rules of the Qur'an and Hadith. Several changes related to customers with BSI are the transformation of Heritage Cards, namely the replacement of check cards that actually bear the heritage bank logo (Mandiri Syariah, BRI Syariah and BNI Syariah) into charge cards with the BSI logo to match the heritage bank. latest marking after consolidation. Sharia banking operations are based on the principles of fairness, partnership, transparency, and universality. Settlement of changes to customer agreements with Islamic banks that have merged that new trust funds and legal responsibilities have been established under the Law on the Protection of Religious Freedom (Law Number 3 of 2006, Law on Religious Courts). As stated in Article 49 letter I of the 2012 Religious Broadcasting Law, this authority was expanded.

Keywords: islamic bank agreement, amendment of agreement, legal settlement

1. Introduction

Indonesia, with a majority Muslim community, has reached 90% so that it has an impact on people's interest in implementing Islamic sharia principles. Major changes occurred in regulations and guidelines in the field of Islamic finance where "Regulation Number 7 of 1992 concerning Banking and Unofficial Law Number 72 of 1992 was changed to Regulation Number 21 of 2008 concerning Sharia Banking".

The definition of sharia bank is explained in "Article 1 point 1 of Law Number 21 of 2008 concerning Sharia Banking, namely everything related to sharia banks and typical sharia units, including associations, business arrangements, and cycles in leading business operations. Article 1 number 7 of Guidelines Number 21 of 2008 concerning Islamic Banking expressly states that Islamic banks carry out their business activities based on sharia principles and by type consist of Islamic commercial banks and Islamic commercial banks. Considering this explanation, it can be assumed that Islamic banks will become banks that perform their intermediation capabilities based on sharia standards" (Rahardja, 2004).

The bad banking world has an impact on banks experiencing financial difficulties (Financial Distress) and in the end liquidation occurs, freezing or recapitalization is carried out by the government. The downturn in banking will ultimately have an impact on several aspects of life, such as economic, social and political. Customer confidence itself will experience a decline so that many withdraw their funds and move abroad. Banking itself is a monetary organization that has a significant position on the state. The progress or decline of a country's economy can be determined from the state of its financial framework. The final product of the state of a bank is a description of the bank's presentation that is used for the purpose of establishing a system to support the actual bank (Widyasari, 2020).

The pillar of national economic development is in the form of a Limited Liability Company which is a legal entity from a capital alliance, established based on an agreement, business activities with authorized capital which are entirely divided into shares and in accordance with the needs based on the law and its implementing regulations. Limited Liability Company (PT) is a capital partnership which means its shares are fully controlled to carry out

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business so that they can compete in a healthy, efficient and successful manner. However, the interests of the winners of both minority and large share offerings, tenants and various associations related to the interests of the Restricted Obligation Organization (PT) are still not guaranteed.

Steps taken to prevent unfair business competition due to economic accumulation by economic actors and preventing monopolistic and monopsony practices that are detrimental to the people, require regulation related to mergers. This merger is expected to expand the business organization and further develop the implementation of the organization as well as efforts to rebuild the organization (Sudjana, 2016).

Merger is part of a future business strategy that has the aim of strengthening the organization's capital or with the ultimate goal of ownership of the organization by controlling most of the shares. Consolidation in the financial sector is directed in "Article 1 Paragraph (2) Unofficial Law no. 28 of 1999 concerning Consolidation, Merger and Acquisition of Banks, specifically that consolidation is the merger of 2 (two) or more banks by adhering to the establishment of one bank and dissolving another bank without prior exchange. Consolidation is an activity carried out by Bank Indonesia to develop the organization, strengthen capital and establish banking cooperation which is very important for the business system going forward"(Yanti, 2021).

Bank Syariah Indonesia has officially received approval from the "Monetary Administration Authority (OJK) on January 27, 2021 through the Circular Letter Number SR 3/PB.1/2021 concerning the Granting of Permits for Consolidating 3 (three) Banks, namely Bank Syariah Mandiri, BNI Syariah to become BRI Syariah" . Consolidation of 3 client-affected banks, including accompanying ones: a). Deposits, for each client who has a store period is still valid until development. b). Hajj savings funds, for customers who have not received the Hajj segment, the records can still be used for Hajj registration (registration) in the executive branch records. c). Credit arrangements, Islamic bank consolidation is more confusing than ordinary bank consolidation. The main thing is the reason that the nature of Islamic bank goods is in accordance with the person who complicates the contract, so it is hoped that things will harm the contract in transit.

The difference between client and bank contracts according to certain advantages of the agreement should be considered in the consolidation of Islamic banks. It could be that customers of Bank Syariah Mandiri get a bigger profit share than customers of Bank BRI Syariah. However, with the reason that profit sharing is balanced, what happens is the reduced freedom of Bank Syariah Mandiri customers to share greater profits. This implies that the standard of fairness and trust in Islamic banking has changed color from the beginning of the task (Dzubyan, 2019).

Because it is considered that each sharia contract has its own characteristics, especially related to the procurement of supporting goods which are somewhat more complicated, such as shops, for example, which of course use mudharabah contracts with tenors of 1,3, 6 and a year, it is clear that there is a difference in the proportion of benefit sharing between shahibul mal (clients) and mudharib (banks).

Company mergers (mergers) can be carried out by any company, including companies (Sutrisno, 2012). Merger is a convergence of 2 (two) or more organizations by maintaining one organization and exchanging other organizations (Saliman, 2005). Merger is the absorption of companies to other companies with the aim of increasing the efficiency and performance of the company, gaining new markets or customers owned by the company that is the object of the merger, investing in excessive and unused (idle) company finances, reducing or inhibiting competition and maintaining business continuity.

Based on the explanation on the background, the authors are interested in conducting an analysis of the impact of the merger of Islamic banks in Indonesia and its consequences on agreements involving customers with the thesis title "Juridic Overview Agreement Changes On Sharia Bank Merger".

2. Literature Review

2.1. Definition of Merger

According to Moin, merger comes from the Latin "mergere" which means (1) joining together, uniting, combining, (2) causing a loss of identity because it is absorbed or swallowed by something. So a merger is a merger of two or more companies in which only one company remains alive as a legal entity, and the others cease their activities. Meanwhile, according to Handini, merger is the absorption of one company by another company, where the buying company will continue its name and identity and take both the assets and liabilities of the company purchased, while the company purchased will lose/stop operating (Fauziah, 2017). So, it can be concluded that a merger is a merger of

two or more companies where only one company remains alive as a legal entity and takes on both assets and liabilities, while the other company will cease to operate (Fauziah, 2017).

The purpose of mergers and acquisitions is to increase the growth and expansion of the company's assets, increase sales, and expand the acquirer's market share. However, these goals are medium and long term goals. While the more basic goal is the development of shareholders' wealth. Mergers and acquisitions can be driven by managerial desire for power, or privileges according to the size of the company so that the main purpose of doing mergers and acquisitions can change in line with agency theory (Handini, 2020).

In general, cooperation is a form of mutual assistance that is recommended in Islam as long as the cooperation does not cause sin and hostility. As in the Qur'an sura Al-Maidah verse 2:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَجْلُوْا شَعَائِرَ اللَّهِ وَلَا الشَّهْرَ الْحَرَامَ وَلَا الْهَدْيَ وَلَا الْقَلَائِدَ وَلَا أَمِينَ الْبَيْتِ الْحَرَامِ يَبْتَغُونَ فَضْلًا مِّن رَّبِّهِمْ وَرِضْوَانًا وَإِذَا حَلَلْتُمْ فَاصْطَادُوا وَلَا يَجْرِمَنَّكُمْ شَنَا نُ قَوْمٍ أَن صَدُّوكُمْ عَنِ الْمَسْجِدِ الْحَرَامِ أَن تَعْتَدُوا وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ - ٢

“O you who believe! Do not violate the symbols of Allah's sanctity, and do not (violate the honor) of the forbidden months, do not (disturb) hadyu (sacrifice animals) and qala'id (sacrificial animals marked), and do not (also) disturbing people who visit the Baitulharam; they seek the grace and pleasure of their Lord. But when you have completed ihram, then you may hunt. Do not let hatred (your) towards a people because they prevent you from the Masjidil Haram, encourage you to do beyond limits (to them). And help you in (doing) goodness and piety, and do not help in sin and enmity. Fear Allah, indeed, Allah is severe in punishment.”

2.2. Sharia Principles

Law Number 21 of 2008 concerning Sharia Banking confirms that business activities based on Sharia Principles, among others, are business activities that do not contain elements:

- usury, namely the addition of illegal income (batil), among others, in the exchange of similar goods that are not of the same quality, quantity, and time of delivery (fadhl), or in borrowing and borrowing transactions that require the Customer Recipient of the Facility to return the funds received in excess of the loan principal. because of the passage of time (nasi'ah);
- maisir, namely transactions that are dependent on an uncertain situation and are chancy;
- gharar, namely transactions whose object is unclear, not owned, whose whereabouts are unknown, or cannot be submitted at the time the transaction is made unless otherwise regulated in sharia;
- haram, namely transactions whose object is prohibited in sharia; or
- zalim, namely transactions that cause injustice to other parties.

All transactions must be based on a contract that is recognized by sharia which is a written agreement containing the ijab (offer) and qabul (acceptance) between the bank and other parties containing the rights and obligations of each based on Islamic law. The contract is declared valid if the pillars are fulfilled. There are 3 pillars of the contract, namely, two or more parties who perform the contract, the object of the contract, and the wording of the contract. Contracts in Islamic banking of course refer to the concept of profit sharing which requires mutual benefits both on the management side, in this case the bank and the customer (Alim, 2017). Allah swt. in QS Al-Maidah/5: 1:

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُبْتَلَىٰ عَلَيْكُمْ غَيْرَ مُجْلَىٰ الصِّبْدِ وَأَنْتُمْ حُرْمٌ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ -

“O you who have believed, fulfill these contracts, and livestock are lawful for you, except for those which are recited to you. (that is) by not justifying hunting while you are doing Hajj. Verily, Allah sets the laws according to His will.”

With the existence of a contract, this is useful in guaranteeing the rights of every transaction. A contract can prevent a person from loss because it is carried out in an open and transparent manner. The principles of the contract can be applied in business activities or sharia banking operations including:

- a. Fundraising activities; This activity can be pursued by banks through the mechanism of savings, current accounts, and deposits. Specifically for Islamic banks, savings and demand deposits are divided into 2 types, namely savings and demand deposits based on wadiah contracts, and savings and current accounts based on mudharabah contracts.
- b. Fund distribution activities; This activity can be taken by Islamic banks in the form of murabahah, mudharabah, musyarakah, or qard.
- c. Bank services: bank business activities in the field of services can be in the form of providing bank guarantees (kafalah), hiwalah, wakalah and buying and selling foreign exchange (Alim, 2017).

3. Research Method and Materials

The technique used in this study is a regularizing research strategy with selected information sources. Legitimacy exploration strategies that govern are usually referred to as doctrinally valid examinations or also referred to as library research. In the standardization of legal exploration, the law is defined as a standard structure structure with regard to the guidelines in regulations, standards, choice of courts, regulations and precepts. The reason for this examination is to provide valid arguments as a reason to decide on an event as indicated by the regulations (Achmad, 2017). The normative juridical method was chosen in this study because the research objective is to find out about the notary's responsibility for changes in the agreement on the merger of Islamic banks. As for knowing the target, a statutory approach is used. The statute approach is a strategy that uses a legal methodology, because what is examined is a different legal standard that becomes the concentration and focus of the examination (Ibrahim, 2007). The secondary data that has been obtained is then analyzed descriptively qualitatively. The purpose of qualitative descriptive is to analyze data from research on legal materials which are sorted and processed to be compiled systematically and described to obtain a clear and complete picture of the object in this study, namely changes to the agreement on the merger of Islamic banks. This study aims to analyze: a) Terms of customer agreements with Bank Rakyat Syariah, Bank Nasional Indonesia Syariah and Bank Mandiri Syariah: b) Completion of changes to customer agreements with merged Islamic banks.

4. Results and Discussion

4.1. Terms of customer agreement with Bank Rakyat Syariah, Bank Nasional Indonesia Syariah and Bank Mandiri Syariah

Islamic banking called Islamic Banking or premium charge banking is a financial framework with tasks that do not use premium settings (riba), hypotheses (maysir), and vulnerabilities or vulnerabilities (gharar). An Islamic bank is a monetary organization whose activities and items are made based on Islamic regulations and fiqh standards (Dewi, 2021).

Article 1 point 1 of Regulation Number 21 of 2008 concerning Sharia Finance in Sharia Banking is “everything that concerns Sharia Banks and Sharia Special Units, including establishment, business training, as well as techniques and cycles in running their business”. “Article 1 point 2 of Regulation Number 21 of 2008 concerning Islamic Banking means that a bank is a business entity that collects assets from the general public as savings and disseminates them to the general public as credit and various structures for further development. individual way of life”.

Taking into account everything that has become a positive regulation in view of the Sharia Banking Regulations as stated above, the understanding of Islamic banks regarding Sharia Banking Standards must be centered on understanding the fatwa given by the MUI Sharia General Assembly regarding sharia banking. , both those that have been and have not been stated in Bank Indonesia guidelines. If certain issues have not been given a fatwa by the General Sharia Council of the Indonesian Ulema Council, these issues Islamic banks must refer to the assessment of sharia regulatory experts on this issue. The assessment of Islamic Shari'a experts in this regulation is called halal teachings. Apart from the legitimate conventions of Islamic jurists, the choice of the High Court and the General Sharia Council (Basyarnas) on this issue should also be mentioned (Dewi, 2021).

Islamic banks are banks that work in accordance with Sharia Standards. The implementation of sharia standards is the main differentiator with ordinary banks. In general, sharia guidelines allude to Islamic sharia which is principally directed by the Qur'an and Hadith. Islam as a religion is an idea that directs human existence as a whole and in general, both in proportion to the Creator and in human relations.

As a result of the examination related to customer approval with BSI (Bank Rakyat Indonesia Syari'ah, Bank Mandiri Syari'ah and Bank Nasional Syari'ah) making the refresh of Customer Information dependent on "Bank Indonesia Guidelines (PBI) Number 14 /2/PBI/2012, dated January 16, 2012 and Bank Indonesia Circular Letter Number 14/17/DASP concerning Commitment to Refresh Customer Information for Credit Card Holders". If the information changes, if it is not too much trouble, update the information quickly with the decision two different ways, in particular: 1) Call Bank Syariah Indonesia Call 24 Hours Service at 14040 Or; 2) Send an email to pengkiniandata@bankbsi.co.id using the email registered in the system with the email subject Name, Card Number - Maintain data, and attach the following documents: 1) A statement of data updating signed according to the ID card. 2) Photo ID. 3) Photo of the front of the BSI Hasanah Card. 4) Selfie photo holding KTP and BSI Hasanah Card photo (if updating mobile number data. By updating the data you can get: 1) Convenience in transacting. 2) Update on BSI Hasanah Card information.

Some changes related to customers with BSI are the Replacement of Pusaka Cards, which is the replacement of retribution cards that actually bear the legacy bank logos (Mandiri Syariah, BRI Syariah and BNI Syariah) into check cards bearing the BSI logo to match the latest post-consolidation bank markings. Customers can change the Inheritance Check Card to a card with the BSI logo through the nearest Bank Syariah Indonesia branch. Reports that must be brought to replace the legacy Billing Card into a card with the BSI logo at the branch: 1) Identity card (KTP); 2) Debit card to be replaced (card with BNI Syariah or BRI Syariah or Mandiri Syariah logo)

In general, this understanding is not tied to a particular structure, if it is made orally and if it is made in hard copy, this understanding is a method of proof in terms of questions. For certain arrangements, the law prescribes a certain structure, "if that structure is not followed, the understanding is invalid. Thus, the structured structure is not just a method of proof but is a condition for understanding. For example, the understanding of a Limited Risk Organization must be based on a notarial deed" (Article 38 of the KUHD).

The arrangement for replenishment of the converged Islamic Bank Indonesia regarding funding makes sense that the exchange of Supporting is one of the bank's efforts to save/resolve non-performing/possible difficult supports. Non-performing advocates pay a share of a certain size in cash of an agreed fee with a time period that exceeds the extent possible or a pre-determined share. Thus, the implementation of the exchange of support must ensure the interests of the bank against potential problems that arise from now on. In Islamic banking, novation or transfer of funding uses the hawalah bil ujah contract.

The definition of al-hawalat has two terms: first, Hanafiyah researchers argue that al-hawalat is an exchange of debt collectors from borrowers to other parties, who inadvertently have obligations to debt holders; In addition, the exchange of obligations from the obligations of the obligatory party to another party through the understanding of the people who are closely involved, and hawalat is an agreement that requires the exchange of obligations. In specialized banking, hawalah is an agreement to exchange client receivables (muhal) to the bank (muhal'alaih). The client requests the help of the bank to pay the previous obligations for a legal exchange with the borrower (muhil). In addition, the bank will charge the debt holder, for the help of the bank to pay the client's previous receivables, the bank can charge an exchange administration fee. The guarantee is carried out by considering the amount of bad debts at stake.

One of the emotional novation arrangements is to make another deed for the arrival of the old client, and it is intended that there is a re-establishment of the deed as written evidence that the old client has made a novation or transferred funds to another client. "The DSN MUI fatwa No.103/DSN-MUI/X/2016 has directed the general arrangements that must be met in completing abstract novations, specifically as follows: Associations that conduct emotional novations must be legally and have power, Willing to lead emotional novations must be stated firmly and clearly by gathering in the deed of understanding, the deed of arrangement for latent abstract novation must be stated expressly in connection with the arrival of the old madin from his obligations, the dynamic abstract novation deed. must be stated explicitly in connection with the arrival of the old da'in from his receivables ",

This type of dynamic emotional change (substitution of da'in) with reward (Iwadh) in Indonesian general rule is known as Cessie. In an emotional novation (replacement of madin) which is separated from the object of murabahah funds, the exchange of obligations from the old madin to the new madin is carried out on the basis of pure intentions

of pure get-together. The component of latent emotional change (replacement of madin) can be done by utilizing the hawalah bil ujah contract with reference to the DSN-MUI fatwa no. 58/DSN-MUI/V/2007 concerning Hawalah bil Ujah. The abstract novation must be completed on the legal obligations under sharia and related regulations and guidelines.

Rebuilding credit/funding in the financial business is something unique, where this choice is the answer so that the supporters who are carried out somehow have a valid enough NPL for the bank, as well as the bank's work to assist clients in completing their commitments "(Article 1 article 6 Pojk No. ;12/Pojk.03/2015). In financial work, rebuilding exercises are clearly followed by other understandings followed by the making of other arrangements or addendums, with various provisions and arrangements". In ordinary banks, this activity is certainly not something else that is lawful and urgent considering that traditional banks do not have different agreement items, so when the rebuilding occurs, the commitment decisions used by the assembly have not changed as the first agreement. However, it tends to be different from Islamic finance which has many choices of types of contracts that are not fully determined by the wishes and arrangements of the deliberation carried out at the time of the rebuilding contract. While this redevelopment takes place, it will inevitably affect all valid instruments in place to ensure funding, apart from the Privileges of Home Loans (HT).

Based on the results of the examination of the types of agreements (contracts) between customers and Islamic banks through BRIS, BNIS and Mandiri Syariah, several agreements were found, namely: Wadiah, Mudharabah, Musyarakah, Murabahah, Salam, Istisna', Ijarah, Ijarah Muntahiyah Spot Tamlik and Qardh. To determine whether or not a financial exchange is legal according to sharia standards (bursa muamalah), the benchmark for testing in principle is the following legitimate sources: "Regulation No. 7/1992 on Banking as corrected by Regulation No. 10/1998, 21 of 2008 concerning Islamic Banking, legal arrangements, in particular the Common Code on Commitments and Regulation no. 8 of 1999 concerning Buyer Security, Bank Indonesia Guidelines on Sharia Banking, Fatwa of the General Assembly of the Indonesian Ulema Council (DSN-MUI) as a fatwa given based on the Qur'an and as-Sunnah/al-Hadith as a source of Islamic regulations, Fatwa from various streams of regulation see Islamic monetary exchanges as long as they have not been established within the framework of the General Sharia Committee of the Indonesian Ulema Council, the choice of the Indonesian High Court and the Choice of the General Sharia Council (BASYARNAS) of the Indonesian Ulema Council, Differences in views/conventions from legitimate researchers regarding the a lawful part of various Islamic monetary posts".

The end of the scientists regarding the understanding between Islamic banks and customers is that the relationship between the bank and the customer is contained in a legally binding relationship. When a client enters into a legally binding relationship with a bank, the existing relationship is based on an understanding. From a design perspective, banks and customers have an equal position.

"Sharia bank is a monetary organization (bank) that runs its business according to Islamic sharia standards and according to its type, sharia bank consists of Sharia Business Bank and Sharia Supporting Bank. Sharia standards are made clearer in Article 1 number 13 of the Law which states as follows: Sharia Standards are regulatory guidelines based on Islamic regulations among different Banks and meetings to store assets or support different business exercises or exercises that are proclaimed Sharia compliant, including funding based on benefit sharing standards. (mudharabah), financing based on the value of cooperation (musyarakah), rules for trading products with benefits (murabahah), or supporting capital goods based on pure leasing guidelines without a decision (ijarah) or with a choice of movable responsibility for goods leased from the bank by another party (ijarah wa iqtina)".

Written agreement between Islamic Banks and different associations containing freedom and commitment for each party according to Sharia Standards. So if someone is going to make an exchange in the field of sharia with a sharia monetary foundation, then they must first sign an agreement. Dissemination of assets, Islamic banking provides support through funding which is classified into six classifications based on the reasons for its use, in particular: supporting the design of trading with murabahah, salam and istishna contracts; profit sharing funding in relation to mudharabah or musyarakah contracts, funding with qardh contracts, funding for leasing mobile or unflinching products to clients in the context of ijarah contracts or leasing as ijârah vomitiya bittamlik; reimbursement of obligations in connection with the hawala contract; and multi-administrative funding.

4.2. Settlement of changes in customer agreements with Islamic banks that have merged

The reasons for consolidation and acquisitions are to build on the development and expansion of organizational resources, increase deals, and grow the acquirer's share of the entire industry. Nonetheless, This is a medium to long

term goal. On the other hand, increasing investor wealth is a more basic goal. Administrative ambitions for power can encourage consolidation and approval, or rewards according to the size of the organization so that the main reasons for consolidation and acquisitions can change according to the organizational hypothesis.

Considering the result of the investigation into the settlement of customer regulatory issues with Bank Syariah Indonesia after consolidation, specifically “Regulation Number 3 of 2006 (Court Regulation) has placed new orders and obligations in the Court. A strict court is one of the legal entities that exercise the legal capacity to pass rules and justice for individuals seeking justice. Courts with strict powers are given the ability to investigate, select and resolve specific cases among individuals from different Islamic backgrounds. The powers of the Strict Court are extended to include the area of Islamic finance matters”.

In view of “Article 49 letter I of the Law on Strict Justice, the powers of a strict court are extended from before. If it is (Regulation Number 7 of 1989 concerning the High Court), the authority of the High Court is only limited to resolving cases of marriage, inheritance, wills, awards, endowments, and shadaqah, which is currently based on Article 49 letter I, the power of the Strict Court is expanded to include zakat, infaq and sharia finance. According to Article 49 of Law Number 3 of 2006, the authorized official is in charge of analyzing and resolving basic problems between Muslims of different backgrounds in the fields of marriage and divorce, money and charity (including zakat, infaq, and shadaq), and property and inheritance. (including waqf and zakat)”.

Experts argue that in Indonesia, a court that has the power to resolve the Islamic banking dilemma requires great discretion. The jurisdiction of the Tension Court was expanded around 2006 with the codification of Regulation no. 7 of 1989 and Regulation No. 3 of 2006 concerning Strict Justice. Although in a position to analyze, select and define the terms of great debate among Muslims from different backgrounds on matters of marriage, divorce, honor, charity (or lack thereof), zakat, and other forms of alms (waqf, zakat, infaq, and shadaqah), the Court also agreed to examine, select, and resolve questions related to Islamic finance (Article 49 Paragraph I Regulation (No. 3) of 2006). What is meant by “sharia financial matters” is “business activities or training conducted in accordance with sharia standards, including but not limited to: (a) sharia banks; (b) Islamic microfinance institutions; (c) sharia protection mechanism; (d) sharia insurance policy; and (e) sharia-compliant communal assets.”

Islamic banking is experiencing rapid growth in Indonesia today. According to data provided by the Monetary Authority of Singapore in the 2013 Sharia Monetary Development Report, the number of Islamic financial institutions continues to grow. Currently, there are 11 Islamic business banks operating. A bit confusing, to say the least, especially since the absolute power of Islamic banks is still very small compared to conventional banks, which are in the range of 5%. To keep up with the progress of Islamic banking from now on, Assistance with Sharia banking law is very important from various perspectives. One important aspect to think about is how to resolve the inevitable Islamic finance disputes that will arise between Islamic banks, their customers and their intermediaries. The debate continues in Islamic banks as in other organizations. As Islamic banks must comply with sharia-based standards, a sharia-based jurisprudential framework is needed for the shariah (sharia-compliant) debate.

In Indonesia, the High Court is the highest court authorized to settle disputes with Islamic banking. Starting around 2006, when “Judicial Regulation (PP) No. 7 of 1989 was revised by the Judicial Regulation (PP) No. 3 of 2006, the authority of the Firm Court was expanded. Courts are allowed to analyze, vote and resolve questions despite being in a prime position to see, vote and determine the level of debate among Muslims from different backgrounds on issues of marriage, divorce, spouse support, gifts, charity and others.” . in the field of Islamic finance” [Article 49, Part 1 of Regulation Number 3 of 2006]. What is meant by sharia finance problems are business activities or training carried out in accordance with syadik standards, including but not limited to: (a) sharia banks; (b) Islamic microfinance institutions; (c) protection and reinsurance schemes; (d) Islamic communal assets; and (e) sharia communal wealth”

The High Court has the power to determine the Islamic banking debate. This strength is not limited to the theoretical framework of Islamic banking, but extends to various Islamic finance issues. Then, in 2008, “Article 55 of the Sharia Banking Regulations Act (Regulation No. 21 of 2008 concerning Sharia Banking) was enacted which further strengthened the authority of the High Court by stating that sharia banking problems were resolved through court intervention. legal entity (Strict Court). However, Article 55 [2] of this regulation opens the door for the assemblies to settle their cases outside the High Court if they are usually settled in the terms of the agreement. The resolution of these problems can be done through deliberation, banking intervention, through the press or other media, as well as public discourse forums such as the General Court.

Resolving Islamic banking issues using components of elective debate outside parliament including thought leadership, intervention, and sharia discourse is an admirable and necessary action. However, complications arise

when the PN is also given a similar expert to solve the problem of Islamic banking. When we talk about “dualism”, we are referring to the fact that similar cases can be solved by applying two different legal entities. Whereas this authority is clearly the authority of the High Court as regulated in Article 49 (I) of Regulation no. 3 of 2006 concerning Strict Justice.

5. Conclusion

Based on the result discussion, we concluded that:

- a. Islamic banks are banks that work in accordance with Sharia Standards. The implementation of sharia standards is the main differentiator with traditional banks. In general, sharia guidelines allude to Islamic sharia which is fundamentally directed by the Qur'an and Hadith. There are several types of agreements (contracts) between customers and Islamic banks through BRIS, BNIS and Mandiri Syariah, namely: Customers can change the Heritage Check Card to a card with the BSI logo through the nearest Bank Syariah Indonesia branch. Notes that must be brought to replace the legacy Check Card to the card with the BSI logo at the branch: Identity Card (KTP) and Billing Card to be replaced (card with BNI Syariah or BRI Syariah or Mandiri Syariah logo).
- b. Changes affecting BSI customers include the introduction of BSI-branded debit cards and the replacement of cards bearing the logos of the three largest Islamic banks in Indonesia (Mandiri Syariah, BRI Syariah, and BNI Syariah) with BSI-branded debit cards. expansion of the bank after the merger. Customers can change the Heritage Check Card to a card with the BSI logo through the nearest Bank Syariah Indonesia branch. Notes that must be brought to replace the legacy Check Card to the card with the BSI logo at the branch: Identity Card (KTP) and Billing Card to be replaced (card with BNI Syariah or BRI Syariah or Mandiri Syariah logo).

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