

IMPLEMENTATION OF TA'WIDH ON PROBLEM FINANCING AT KSPPS BINA MITRA WAHANA AR-RAHMAH JATIM VIEWED FROM DSN-MUI FATWA NO 17/DSN-MUI/IX/2000 AND DSN-MUI FATWA NO 43/DSN-MUI/VIII/2004"

Oktaria Ardika Putri
IAIN Kediri, East Java, Indonesia

ARTICLE INFO

Keywords:
ta'widh
problem financing
DSN-MUI fatwa

ABSTRACT

This study aims to explain how ta'widh is enforced on problem financing at KSPPS BMW Ar-Rahmah East Java and how ta'widh is enforced on problem financing at KSPPS BMW Ar-Rahmah East Java in terms of DSN-MUI fatwa No. 17/DSN-MUI/IX /2000 and DSN-MUI fatwa No. 43/DSN-MUI/VIII/2004. This research approach is descriptive qualitative. Methods of data collection using interviews, observation, and documentation. The results of this study are as follows: The implementation of ta'widh on troubled financing at KSPPS BMW Ar-Rahmah East Java, namely all adjustments as stipulated in the DSN-MUI fatwa where KSPPS will adjust to real losses. The ta'widh (compensation) implementation is set for members at 4% at the beginning of the contract and accumulates every day of delay. Furthermore, KSPPS BMW Ar-Rahmah East Java has implemented ta'widh according to the provisions of Fatwa No. 17/DSN-MUI/IX/2000, which does not give ta'widh to members who experience force majeure and impose sanctions on those who are proven capable and procrastinate, and funds from fines are used for social funds.

E-mail:
oktariaardika@iainkediri.ac.id

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1. INTRODUCTION

Cooperative is one of the economic sectors is economic cooperation. Cooperative comes from Co and Operation, which means working together to achieve goals. This means that cooperatives are a group of people or legal entities working together that provide freedom of entry and exit as members to improve the welfare of members and society in general[1]. KSPPS includes those listed as Non-Bank Financial Institutions that have operated under the sharia system[2]. KSPPS BMW Ar-Rahmah East Java is a sharia financial institution that operates as an intermediary between wealthy individuals and others with unmet financial needs. The process of running KSPPS certainly can not be separated from various problems. Such as not paying installments, whether intentionally or not. [3]This is known as problem credit. Various ways have been anticipated to overcome customer credit problems. Generally, non-performing loans are given a penalty or compensation[4].

KSPPS compensation is also called Ta'widh, where ta'widh is the real cost that KSPPS BMW Ar-Rahmah East Java has incurred due to the formation of an extended payment process caused by negligent members. This ta'widh is only permissible if it is imposed on the planned party or due to negligence in carrying out something that deviates from the terms of the contract and causes loss to the other party. There are additional losses that can be imposed, especially real cost losses that can be estimated with accuracy, namely expenses incurred to restore their rights, which must be paid[5].

In essence, paying Ta'widh can only be assessed to members who are negligent in collecting. The amount of Ta'widh is determined by the actual expenses incurred by KSPPS during the billing process, including calling the member to inform whether it is due and visiting the member's residence. Implementation of Ta'widh here to train members to be more disciplined in paying off debts agreed upon. If you still don't pay, you won't be given any more funding because your credibility is bad. According to Yahya Harahap, "compensation is the implementation of responsibilities that are not fulfilled on time or are not fulfilled properly." Therefore, the debtor is obliged to give or pay compensation[6].

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This Ta'widh mechanism notifies people who are affected by problematic financing by visiting their house to make concessions to pay it, then they will come again when they have entered the second week intending to pay immediately; if they still haven't paid it, then a rescheduling will be carried out, namely extending another period, and if things like this can be handled, then the person affected by the financing has problems paying it, then finally the KSPPS goes to his house again to see whether the condition is possible or not to take collateral to pay off arrears. Meanwhile, the financing mechanism at KSPPS Bina Mitra Wahana Ar-Rahmah East Java makes payments in installments, and there are often delays in paying obligations that have been planned or not planned to be carried out by members. If carrying out Ta'widh on problem financing, incidents like this can cause KSPPS to face losses. In the "MUI DSN fatwa NO. 17/DSN-MUI/IX.2000" concerning sanctions for members who can afford to delay payments without any clear reason, the Islamic Financial Institution has the right to impose sanctions on these members with an agreement that was agreed upon earlier. In installment financing transactions. However, the KSPPS BMW Ar-Rahmah East Java case included many members delaying their payment obligations for various reasons. If carrying out Ta'widh on problem financing, incidents like this can cause KSPPS to face losses.

In the "MUI DSN fatwa NO. 17/DSN-MUI/IX.2000" concerning sanctions for members who can afford to delay payments without any clear reason, the Islamic Financial Institution has the right to impose sanctions on these members with an agreement that was agreed upon earlier. In installment financing transactions. However, the KSPPS BMW Ar-Rahmah East Java case included many members delaying their payment obligations for various reasons. If carrying out Ta'widh on problem financing, incidents like this can cause KSPPS to face losses. In the "MUI DSN fatwa NO. 17/DSN-MUI/IX.2000" concerning sanctions for members who can afford to delay payments without any clear reason, the Islamic Financial Institution has the right to impose sanctions on these members with an agreement that was agreed upon earlier. In installment financing transactions. However, the case at KSPPS BMW Ar-Rahmah East Java included many members delaying their payment obligations for various reasons until the Islamic Financial Institution has the right to impose sanctions on the member with the agreement that was agreed upon earlier. In installment financing transactions. However, the case at KSPPS BMW Ar-Rahmah East Java included many members delaying their payment obligations for various reasons until the Islamic Financial Institution has the right to impose sanctions on the member with the agreement that was agreed upon earlier. In installment financing transactions. However, the KSPPS BMW Ar-Rahmah East Java case included many members delaying their payment obligations for various reasons.

Therefore, based on the facts, it follows "fatwa number 17/DSN-MUI/IX/2000 MUI National Sharia Council" concerning sanctions for competent customers who delay payments. Ta'widh is regulated specifically in the MUI fatwa No. 43/DSN-MUI/VIII/2004 concerning compensation (ta'widh). Meanwhile, to avoid the risk of bad credit, the cooperative and its members have agreed between the two parties. So, both of them are automatically bound by the contract that has been agreed upon. One of the risks faced by sharia cooperatives is that members often break contracts[7].

From the initial observation data at KSPPS Bina Mitra Wahana Ar-Rahmah, it shows that there are 67,241,500.00 problem customers with details of substandard financing of 21,995,000.00 in the January-June period, murabahah with 99 members, Doubtful 27,608,500.00 in the period January to September, mudhorobah with nine members, meanwhile, 15,747,000.00 losses in the January, April, and December periods, multijasa with 84 members.

Choosing non-performing financing because problematic financing in KSPPS members cannot carry out installments that are not in accordance with the contract agreed between the two parties. Meanwhile, I use the Fatwa because it is in "DSN-MUI fatwa No. 17/DSN-MUI/IX/2000 concerning sanctions for capable customers who delay payments". In installment financing transactions. However, the problem at KSPPS BMW Ar-Rahmah East Java was that many members procrastinated on their obligations to pay for various reasons. Therefore, the incident followed the provisions of "DSN-MUI fatwa No. 17/DSN/IX/2000 concerning sanctions for capable customers who delay payments". Similar research was conducted by Pramida (2017), which found that implementing ta'widh in MULIA financing at the Bengkulu Branch of Islamic Pawnshops was not fully in line with Islamic economics. It can be seen in terms of naming, which will have different meanings. Mention at PT. Pegadaian (Persero) is Ta'zir. Ta'zir is a fine in criminal matters to make disciplinary actors carry out their obligations, while ta'widh is to replace (loss) or pay compensation, usually used in buying and selling.

Based on the description above, this study aims to 1) To find out the implementation of Ta'widh on problem financing at KSPPS BMW Ar-Rahmah East Java. 2) To find out the application of Ta'widh to problem financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa No 17/DSN-MUI/IX/2000. 3) To find out the application of Ta'widh to non-performing financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa No 43/DSN-MUI/VIII/2004.

2. METHOD

The research approach uses a qualitative approach. Qualitative research is research that intends to understand phenomena about what is experienced by research subjects, for example, behavior, perceptions, motivations, and actions holistically, and utilizing descriptions in the form of words and language in a certain natural context by utilizing various natural methods[8][9]. This type of research is a case study. Tellis defines case studies as a research method with a unit of analysis that refers more to the actions of individuals or institutions than the individuals or institutions themselves. It can be said that case studies focus more on the resulting actions or behaviors[10]. So that in this study, the researcher seeks to provide a complete and in-depth view of the subject under study, namely the attitude of the KSPPS Bina Mitra Wahana Ar-Rahmah East Java Institute in implementing Ta'widh whether it is following the Fatwa provisions or not. This research seeks to identify and describe the Enforcement of Ta'widh on Problematic Financing at KSPPS Bina Mitra Wahana Ar-Rahmah East Java Judging from "DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000 and DSN-MUI Fatwa No. 43/DSN-MUI/VIII/2004".

3. RESULT AND DISCUSSION

3.1 Implementation of ta'widh on problem financing at KSPPS Bina Mitra Wahana Ar-Rahmah East Java

Ta'widh is a compensation fine charged to customers who delay payments. Following are the nominal details of Ta'widh members at KSPPS BMW Ar-Rahmah East Java, as follows:

Table 1. Data on Ta'widh and Social Funds for Troubled Financing in 2021

2021	Ta'widh Problem Financing		Type
	Nominal	Member	
January	IDR 300,000.00	2	Murabahah
February	-	0	-
March	IDR 150,000.00	1	Murabahah
April	IDR 340,000.00	2	Murabahah
May	IDR 450,000.00	4	Murabahah
June	-	0	-
July	IDR 150,000.00	1	Murabahah
August	-	0	-
September	IDR 150,000.00	1	Murabahah
October	-	0	-
November	IDR 200,000.00	2	Murabahah
December	-	0	-
Amount	IDR 1,590,000.00	12	
Social Fund	1,200,000.00		

Data source: KSPPS BMW Ar-Rahmah East Java

This research is at the Bina Mitra Wahana Ar-Rahmah Sharia Financing Savings and Loans Cooperative, East Java, located at Jln Masjid Al-Huda. From the data above, throughout 2021, 12 members were charged with ta'widh with a total compensation fine of 1,590,000.00. The types of loans are all Murabaha for microfinance. The types of loans at KSPPS Bina Mitra Wahana Ar-Rahmah East Java are Murabahah, Mudharabah, Multijasa, and Al-Qardh; it's just that those who are charged with ta'widh are all members of the Murabahah type loan. From the overall data, 192 members have problems, but those

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charged with ta'widh are still 12 members who have been proven to have deliberately procrastinated even though they could. Throughout 2021 social funds collected from Ta'widh fines are 1,200,000.00,

The proceeds from Ta'widh are combined with social funds collected from other sources of financing or profit from KSPPS Bina Mitra Wahana Ar-Rahmah East Java, whose management is tailored to the needs. As for this research, it does not discuss further the implementation of these social funds because it is beyond the limits of the author's research.

The KSPPS system and regulations for providing compensation (ta'widh) use the following calculation:

$Ta'widh = 4\% \div 30$ of the monthly installment amount. 4% is the provision of KSPPS in providing compensation fines. The following is an example of sharia financing at KSPPS BMW Ar-Rahmah East Java carried out by member X. Member X has applied to a financing agreement, such as a Mudharabah contract of IDR 5,000,000 by handing over a BPKB motorcycle as collateral (marhun). KSPPS provides a loan to member X for 12 months starting on 10 November 2021 and ending on 10 November 2022.

Member X is willing to pay the costs that have been agreed upon, including: The cost of maintaining the collateral (marhun) during the period of deposit of the collateral (marhun) is set by KSPPS in the amount of Rp. 2% of IDR (20,000 per IDR 1,000,000). Administration fee (2% of the total loan) of Rp. 100,000 paid at the time the loan was issued. As a result, it can be determined that member X must carry out monthly installments of Rp. 517,000, which includes principal loan payments and product maintenance costs.

Thus, the financial details of member X are as follows:

Mudharabah financing loan (3 years)	: Rp. 5,000,000
Goods Maintenance Cost (Marhun)	: IDR 100,000.
Administrative costs	: IDR 100,000.
Calculation of monthly installment fees (Loan Principal Cost + Goods Maintenance)	: Rp. 517,000
Compensation (Ta'widh) per day	: $4\% (0.04) \div 30$ of the monthly installment amount. = $0.04 \times \text{Rp. } 517,000$ = Rp. 20,680 : 30 days = 700,- (per day).

KSPPS is responsible for financing made by members. KSPPS has a policy that requires members to provide compensation (ta'widh) for contents according to a predetermined agreement if members are negligent in delaying payment. The responses of members who experience delays in paying installments vary, such as making complaints, asking for relief, asking for the installment date to be extended without being fined, demanding an explanation for being given a fine, or asking for a reduction in the cost of the fine. After tracing the members who experienced late payments, this is an excerpt from the interview with Ms. KL:

"I delayed payment because the money was used for doing business, so when it was due to pay, the money was up."

Interview with Ms. LN, namely:

"I deliberately did not want to pay at that time because I would use it to pay for other things because they were both dues."

He said he was willing to apply consequences to late paying installments because they showed a sense of responsibility as members who could not enforce the contracts when carrying out the financing agreements. Mrs. KL also admitted that she had delayed payments because the funds were used for business. Meanwhile, Ms. LN was also deliberately negligent due to paying for something else, both of which were due.

3.2 Implementation of Ta'widh on problematic financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa No 17/DSN-MUI/IX/2000

KSPPS BMW Ar-Rahmah East Java runs a business with sharia principles. This financing is here to see the public's high interest in utilizing sharia financing. KSPPS BMW Ar-Rahmah East Java implements ta'widh to prevent losses due to problematic financing or carelessness by delaying payments by clients who violate the agreement. In its implementation, KSPPS BMW Ar-Rahmah East Java gave a predetermined amount of ta'widh, namely a 4% fine. Giving Ta'widh is in line with "DSN-MUI Fatwa No 17/DSN-MUI/IX/2000 concerning sanctions for customers who delay their payments".

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Based on "National Sharia Council Fatwa No. 17/DSN-MUI/2000" in the first point explains that "The sanctions mentioned in this fatwa are the sanctions imposed by the KSPPS BMW Ar-Rahmah East Java to members who are able to pay, but deliberately delay payments". In the previous sub-chapter it was stated that members who have the right to postpone payments include those who can be subject to ta'widh, that is, they can be asked to pay for expenses incurred or losses on the debtor's assets.

As explained in the previous section, cooperatives also impose sanctions on members who can afford to pay late. This is carried out in accordance with the policies set at the board meeting. So that the application of this penalty is in accordance with the first fatwa which reads: "The sanctions referred to in this fatwa are sanctions imposed by LKS on customers who can pay, but deliberately delay payments." This is according to the results of an interview with Ms. Rina as Manager:

"We have the data regarding the reports of members who are proven to be problematic and we have carried out a survey, so we have implemented what has been proven to be intentional Ta'widh" and other strict sanctions if you still don't heed our warning"

The results of the interview prove that KSPPS BMW Ar-Rahmah East Java is serious about enforcing the Fatwa. From the previous sub-chapter, it has also been proven that members admit that they are late in making payments for various reasons

The second point of the fatwa regarding punishment for competent members who delay payments states: "Members who are not/have not been able to pay due to force majeure may not be subject to sanctions". In financial institutions, there are two circumstances that encourage members to break their promises, also known as non-performing financing: events outside the member's control, such as natural disasters that could partially or completely hinder manufacturing processes, and intentional acts. Meanwhile, Islamic financial institutions are allowed to apply fines for non-performing funding caused by deliberate reasons. In this example, KSPPS BMW Ar-Rahmah East Java, members are taught to respect Islamic financial institutions through the use of fines. Therefore, members who experience financial difficulties due to circumstances beyond their control must be given leeway in making payments, and this has been implemented by KSPPS BMW Ar-Rahmah East Java as discussed in the previous sub-chapter which states that cooperatives must first identify the characteristics and problems of its problematic members before setting ta'widh. This is done to identify whether it meets the requirements to be given compensation fines or not. and this has been carried out by KSPPS BMW Ar-Rahmah East Java as discussed in the previous sub-chapter which states that cooperatives must first identify the characteristics and problems of their problematic members before establishing ta'widh. This is done to identify whether it meets the requirements to be given compensation fines or not.

The results of the interview with Ms. Nanik show that KSPPS BMW Ar-Rahmah East Java always conducts a survey first to determine whether or not the member is worthy of being given the ta'widh sanction. The third Fatwa point reads: "Able customers who delay payments and/or do not have the will and good faith to pay their debts may be subject to sanctions". according to the explanation in the previous sub-chapter, KSPPS BMW Ar-Rahmah East Java has given sanctions to members who are proven capable of making payments but always deliberately avoid them. There are warning sanctions, warning/collection letter sanctions, fines, blacklist sanctions for repeated submissions, and collateral execution sanctions. This action shows KSPPS BMW Ar-Rahmah East Java's compliance with "MUI DSN No. 17/DSN-MUI/X/2000".

Then the fourth point in "MUI DSN fatwa No. 17/DSN-MUI/IX/2000" is "The sanction is based on ta'widh, which aims to make members more disciplined in carrying out their obligations". Based on this fatwa, members who are able to pay but delay payments can be subject to ta'widh punishment, which is surrender and for improvement and is intended to make members more disciplined in fulfilling their commitments. In fact, in KSPPS BMW Ar-Rahmah East Java, members who are in arrears in paying installments are subject to sanctions and confiscation of collateral that is used as collateral by other members. However, in this case, the KSPPS BMW Ar-Rahmah East Java cooperative has imposed sanctions in the form of money. This is according to the results of an interview with the East Java KSPPS BMW manager:

"We are always cooperative with members for their efforts to settle installment obligations, if they offer guarantees or goods as a form of compensation liability, we will consider and try, as long as the value of the losses we experience is commensurate with the monthly bill."

The fifth point in the fatwa reads "The sanction can be in the form of a fine of an amount of money, the amount of which is determined on the basis of an agreement and is made when the contract is signed". This shows that it is permissible to impose consequences on members who are late paying. According to the original agreement, the consequences could be a fine or whatever. From the description of that, in practice KSPPS BMW Ar-Rahmah East Java has complied with the provision where fines in the form of money are in accordance with what was agreed at the time of the contract, if not money.

Based on "Fatwa of the National Syari'ah Council No. 17/DSN-MUI/IX/2000" in the sixth point explains "Funds originating from fines are designated as social funds". In this case, funds originating from fines must be used as social funds, namely money or cash funds provided for the purposes of welfare expenses and gift giving, in addition to those intended for those who are entitled to receive them. In accordance with the current KSPPS Bina Mitra Wahana Ar-Rahmah East Java procedure, the money from the fine was initially used to pay off members' receivables, form a risk reserve, and form a special fund. As explained by the KSPPS BMW Ar-Rahmah East Java manager as follows:

"We, if the money is obtained from sanctions or fines against members, we allocate it for social funds, social funds here mean broadly, whether it is helping finance members who are delayed in paying or we include it as a special fund if we want to do social funds."

According to Ms. Rina Tri Rustanti, the manager for the write-off of member receivables, this is part of KSPPS's efforts to provide assistance to members who are proven unable to carry out installments as stated in the invoice. This inability, as previously explained, is due to bankruptcy, members affected by natural disasters and other problems that are difficult to solve or, as the fatwa points of laughter say, are in a state of force majeure. This attitude is considered as an attitude of social care while maintaining KSPPS BMW Ar-Rahmah East Java so that it can continue to serve the needs of the community and operate properly. However, some of the funds were also channeled for the needs of other social activities.

So based on an analysis of the six points of "National Sharia Council Fatwa No. 17/DSN-MUI/IX/2000", KSPPS BMW Ar-Rahmah East Java has carried out ta'widh according to the provisions of Fatwa No. 17/ DSN-MUI/IX/2000, which does not give ta'widh to members who experience force majeure and impose sanctions on those who are proven capable and those who delay.

3.3 Implementation of Ta'widh on problematic financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa No 43/DSN-MUI/VIII/2004

In theory, all contracts and agreements can be implemented according to mutual agreement or in good faith, but in practice, commitments signed by one of the parties are often violated. This must be handled to ensure that no one is harmed. The reason is that KSPPS BMW Ar-Rahmah East Java can map the factors that cause members as described in the previous sub-chapter regarding matters that make member financing problematic. Considering that the essence of "DSN-MUI fatwa No. 43/DSN-MUI/VIII/2004" is almost the same as "DSN-MUI fatwa No. 17/DSN-MUI/IX/2000", so the elaboration in this sub-chapter only completes what is lacking.

In the event that members are unable to pay these obligations, kspps provides compensation fines as a kind of banking mechanism to prevent losses for the banking industry. because this might decrease the income calculated by the Islamic finance organization. According to "DSN-MUI Fatwa No. 43/DSN-MUI/VIII/2004" Members will be subject to compensation (ta'widh) if they miss the payment deadline but are unable to pay. Meanwhile, the amount of compensation that can be recorded as KSPPS income is in accordance with the value of the loss (actual loss) related to KSPPS' efforts to obtain payments from members and not projected losses (potential losses) due to lost opportunities. The amount of compensation must reflect the actual damage, and the method of payment is determined by agreement of the parties.

In practice, KSPPS BMW Ar-Rahmah East Java stipulates the agreement at the beginning of the contract, so it is different from the stipulation in "DSN-MUI fatwa NO 43/DSN-MUI/VIII/2004" which is adjusted for real losses in the midst of a member experiencing payment problems. As explained by the following members:

"Yes, we agreed at the beginning about the penalty for losses, if it is proven that they have violated the payment, yes, the agreement is in accordance with the provisions of the contract."

From the results of the interview, it can be concluded that KSPPS BMW Ar-Rahmah East Java did not apply according to the recommendations "DSN-MUI Fatwa No 43/DSN-MUI/VIII/2004" where real losses are determined at the beginning of the contract, while the fatwa recommends adjusting in the midst of a loss. The value of real losses (real loss) is the costs that actually occurred during the financing problems.

3.4 Ta'widh

The origin of the word Ta'widh is the verb iwadha which means to replace or replace. In languages where Al-Ta'widh means to replace (losses) or to give compensation, there is also a term for paying for losses caused by violations. Ta'widh means turning losses into costs borne by the recipient of the contract as a result of late payments to the parties to the contract, which is now their obligation. Losses that can be imposed by Ta'widh are real losses that can be measured directly, namely losses that have actually occurred due to late payments and losses that are logically caused by late or careless payments, such as actual billing fees. In this case, the object of Ta'widh (compensation) is property that exists, is tangible[11].

According to Yahya Harahap, "compensation is the implementation of responsibilities that are not fulfilled on time or are not fulfilled properly". Therefore, the debtor is obliged to give or pay compensation. In this context, loss is any disturbance that befalls a person, both affecting himself and his property, and which appears as a decrease in quantity, quality or profit. Contemporary academics define ta'widh differently. According to Wahbah al-Zuhaili, ta'widh includes losses resulting from violations or mistakes. Ta'widh which is intended to compensate for losses can be in the form of cash[12].

The legal basis of Ta'widh refers to QS. Al-Maidah: 1

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

Meaning: "O you who believe, fulfill the aqad-aqad it"[13].

Ta'widh conditions include losses that can be calculated accurately and real. The actual loss in question is the actual cost incurred to claim the rights that should have been incurred. The quantity or amount of ta'widh corresponds to the value of the actual loss that must be incurred (fixed cost) in the transaction, in contrast to the anticipated loss (potential loss) due to missed opportunities (opportunity loss or al-fursyah al-dha i'ah). According to fiqh legal requirements, loss of income and incurring uncertain future losses or insignificant losses cannot be compensated (ta'widh is obligatory). The Shari'a permits the use of existing, tangible, and valuable objects as objects of ta'widh[12].

3.5 Implementation of Ta'widh on problematic financing at KSPPS BMW Ar-Rahmah East Java

In sharia financing there is the term Ta'widh. Ta'widh (Compensation) is an amount of money or goods that can be valued in money that is charged to a person or entity for committing a default. Example: Imposition of compensation (ta'widh) by Islamic banks to customers who delay payment of their obligations[14]. Ta'widh implemented when members fail to fulfill their financial responsibilities to KSPPS BMW Ar-Rahmah East Java, as a financial organization whose operations are based on sharia law, seeks to limit the risk of loss between KSPPS and its members in every activity. Therefore KSPPS BMW Ar-Rahmah East Java practices a ta'widh system for its members who are late in fulfilling their payment obligations.

The practice of ta'widh by KSPPS BMW Ar-Rahmah East Java is based on laws and regulations that allow Islamic financial institutions to pay ta'widh as a form of compensation for late payments made by members. If the member cannot carry out the installments within the timeframe agreed by both parties, he will be asked to pay compensation. In other words, material losses in the form of nominal values charged to members include the largest portion of the loss.

The nominal amount cannot be disclosed because it affects the length of the delay, but the rules and calculation of the percentage have been spelled out at the beginning of the contract agreement. Furthermore, the nominal amount will be determined by taking into account the real loss factor experienced by KSPPS during the collectibility period. Bad credit because of the context of ta'widh, namely expenditures that have actually been issued by KSPPS. Ta'widh is applied to members who deliberately or negligently make payments that result in KSPPS losses. However, in practice, KSPPS BMW Ar-Rahmah East Java assesses the cost of ta'widh to members on the first day they are in arrears of payment, without first determining whether the member intentionally or unintentionally does not

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complete their payment obligations or for other reasons. For example, having to pay for the hospital because of a natural disaster would be an example of a force majeure situation (overmatch). If a member can show that the delay was caused by a force majeure situation, KSPPS is not allowed to impose any sanctions, including ta'widh fees.

3.6 Implementation of Ta'widh on problematic financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa NO 17/DSN-MUI/IX/2000

Based on "Fatwa of the National Sharia Council No. 17/DSN-MUI/2000" the first point explains that "The sanctions referred to in this fatwa are sanctions imposed by the LKS on members who are able to pay, but deliberately delay payments". In the previous chapter it was stated that members who are able to delay payments include people who can be punished with ta'widh, that is, they can be asked for costs that have been incurred or losses that have befallen the debtor's assets, as stated in the Al-Qur'an. Surah Al-Baqarah verse 194, which reads:

الشَّهْرُ الْحَرَامُ بِالشَّهْرِ الْحَرَامِ وَالْحُرُمَتُ قِصَاصٌ فَمَنْ اعْتَدَى عَلَيْكُمْ فَاعْتَدُوا عَلَيْهِ بِمِثْلِ مَا اعْتَدَى عَلَيْكُمْ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ مَعَ الْمُتَّقِينَ

Meaning: "Unlawful month with illegitimate month, and (against) something that is respected qisas (law) applies. Therefore whoever attacks you, then attack him in proportion to his attack on you. Fear Allah and know that Allah is with those who fear Allah."

In fact, applying for financing at KSPPS BMW Ar-Ramah East Java must go through several processes and requirements. Starting from applying for a loan, KSPPS BMW Ar-Rahmah East Java followed up based on members' trust. Old members of KSPPS BMW Ar-Rahmah East Java have guaranteed this loan because most of the members are known to KSPPS or the members who requested this financing. There it is well known by old members and collateral is brought when applying for financing, so collateral checks are carried out directly. This action is carried out to enable KSPPS to evaluate whether the applicant meets the requirements to submit an application. This is the principle of withdrawing funds that financial institutions will use to prevent future occurrences. Because it is dangerous for financial institutions. As explained in the previous chapter.

3.7 Implementation of Ta'widh on problematic financing at KSPPS BMW Ar-Rahmah East Java when viewed from the DSN-MUI fatwa No 43/DSN-MUI/VIII/2004

Most of the "DSN-MUI Fatwa No. 43/DSN-MUI/VIII/2004" is similar to "DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000" only the difference is in more detailed matters, especially regarding the determination of losses real. KSPSS Ar-Rahmah East Java is more inclined towards the Fatwa which allows setting the nominal amount and payment procedures at the time of the contract if the member has a problem committing a violation that causes losses. In the first point "DSN-MUI Fatwa No 43/DSN-MUI/VIII/2004 Compensation (ta'widh) may only be imposed on a party who intentionally or because of negligence carries out something that deviates from the provisions of the contract and causes harm to other parties".

KSPPS BMW Ar-Rahmah East Java has now been deployed. Likewise, the points of loss that can be subject to ta'widh as explained in paragraph 1 are losses that are real and can be calculated. At this point, the KSPPS has complied with what has been implemented so far, this is good from the recognition of members and KSPPS. The third provision in "DSN-MUI Fatwa No 43/DSN-MUI/VIII/2004" which reads "Real losses as referred to in paragraph 2 are real costs incurred in the context of billing rights that should be paid". The points have also been agreed upon and are also almost the same in content "DSN-MUI Fatwa No 17/DSN-MUI/IX/2000". The amount of compensation (ta'widh) is in accordance with the value of the real cost losses that must be incurred (fixed costs) in the transaction, not losses that are anticipated to occur (potential losses) due to lost opportunities (al-furshah al-dha-i'ah). The fifth provision is compensation (ta'widh), which can only be applied to transactions (contracts) that give rise to obligations (dain), such as salam, istishna', murabaha, and ijarah. In mudharabah and musyarakah contracts, compensation can only be carried out by the shahibul mal or one of the musyarakah parties if the profit sharing is clear but has not been paid. From the sound of the general provisions, it follows the mechanism that occurs in KSPPS BMW Ar-Rahmah East Java. Compensation can only be carried out by shahibul mal or one of the musyarakah parties if the profit sharing is clear but has not been paid. From the sound of the general provisions, it follows the mechanism in KSPPS BMW Ar-Rahmah East Java. Compensation can only be carried out by shahibul mal or one of the musyarakah parties if the profit

Implementation Of Ta'widh On Problem Financing At Kspps Bina Mitra Wahana Ar-Rahmah Jatim Viewed From Dsn-Mui Fatwa No 17/Dsn-Mui/Ix/2000 And Dsn-Mui Fatwa No 43/Dsn-Mui/Viii/2004" - Oktaria Ardika Putri

sharing is clear but has not been paid. From the sound of the general provisions, it follows the mechanism that occurs in KSPPS BMW Ar-Rahmah East Java.

The special clause stipulates that the compensation received in an LKS transaction can be considered as a right (income) for the beneficiary. This clause is different from the specific provisions in "DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000" where money calculated as fines is included as social funds, then KSPPS is more inclined to apply "DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000". According to the second and third special conditions, the amount of compensation must be proportional to the actual loss, and the payment mechanism is determined based on the agreement of the parties. The amount of this compensation may not be specified in the contract. This provision is different from that applied by KSPPS Ar-Rahmah East Java because the large percentage of losses is stated in the contract agreement and the last stipulations for the party that breaks the promise are responsible, this provision has also been stipulated by KSPPS BMW Ar-Rahmah East Java.

4. CONCLUSION

There are several research conclusions: (1) The implementation of ta'widh on non-performing financing at KSPPS BMW Ar-Rahmah East Java is fully adjusted as stipulated in the DSN-MUI fatwa, where KSPPS will adjust with real losses. The implementation of ta'widh (compensation) for members is set at 4% at the start of the contract and increases for each day of delay. (2) KSPPS BMW Ar-Rahmah East Java has implemented ta'widh according to "Fatwa No. 17/DSN-MUI/XIX/2000", which does not give ta'widh to members who experience force majeure and impose sanctions for those who carry out ta'widh. Proved competent and delayed payment, and fines were used for social funds. (3) KSPPS BMW Ar-Rahmah East Java does not all apply according to recommendations "DSN-MUI Fatwa No 43/DSN-MUI/VIII/2004," where the value of real costs can be determined at the beginning of the contract such as "fatwa Number 17/DSN-MUI/IX /2000", Meanwhile "DSN-MUI Fatwa No. 43/DSN-MUI/VIII/2004" suggests that the amount of compensation is not stated in the contract, the payment mechanism can be negotiated when the contract is signed.

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