

Implementation of *Murabahah* in Sharia Banks According to the Al-Qur'an Surah Al-Baqarah Verse 275

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ABSTRACT

Murabahah is an effort to find sustenance through buying and selling. Murabaha is buying and selling based on consensual between the two parties who transact. This article aims to find out the implementation of Murabahah in Islamic banking according to the Qur'an Surah al-Baqarah verse 275. Why Murabaha financing dominates compared to other financing. This writing method uses a book survey technique (library research) regarding the literature related to the implementation of *murabahah*. The result of this article is that Murabahah is permissible and does not conflict with the teachings of Islamic Shari'ah. Murabahah financing is widely used because it has a relatively lower risk, both from the bank and the customer side. From the customer's side, there is certainty about the number of installments because, in this buying and selling scheme, the margin value (bank profit) is set which does not change until the financing is paid off.

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1. INTRODUCTION

The rapid development of the Islamic economy means that Sharia banking is currently increasingly developing. Banking institutions are one of the financial institutions in Indonesia described according to Law No. 7 of 1992. Law No. 3 of 2004, concerning Bank Indonesia, states that banking institutions have the function of collecting funds from the public and channeling these funds back to society through business credit (Nguyen, 2021; Sukmaningrum, Hendratmi, Shukor, Putri, & Gusti, 2023). The establishment of banking using an Islamic Sharia system with a formal juridical basis has been regulated in Law Number 21 of 2008 concerning Sharia Banking, hereinafter referred to as the Sharia Banking Law (Astuti, Rozali, & Cakhyaneu, 2019; Choiriyah, Saprida, & Sari, 2021). Financing is the provision of funds or bills which are equivalent to it in the form of profit-sharing transactions in the form of *musyarakah*,

mudharabah, renting in the form of *ijarah*, or hire purchase in the form of *ijarah mintaiya bittamlik* (IMBT), buying and selling in the form of *murabahah*, *salam* and *istisna* receivables, borrowing and borrowing in the form of *qardh* receivables, and rental services in the form of *ijarah* for multi-service transactions (Alandejani, 2022; Rohman et al., 2021).

Sharia financing is outlined in an agreement (contract) that has a role in financing which is the basis for these financing activities. Sharia financing contracts facilitate each person in meeting their needs and interests which they cannot fulfill themselves without help from others (Lestari, Sukmana, Beik, & Sholihin, 2023; Wasiaturrehman, Sukmana, Ajija, Salama, & Hudaifah, 2020). One of them is in *Murabahah* financing, which is the sale and purchase of goods at the original price with additional agreed profits. In *murabahah*, the seller must provide the price of the product purchased and determine the additional profit (Alshubiri & Al Ani, 2023; Andalusi, 2019). *Murabahah* can be done in two ways, namely purchasing with an order and without an order. Several survey results show that Sharia banks generally apply *murabahah* as their main financing method (Antonio, 2001; Z, 2013).

Since the establishment of banking using the Sharia concept in 1998 until now the market share of Sharia banking has only reached around 5%, while Sharia banking has become superior with its very varied product range (Suandi, Herri, Yuliharsi, & Syafrizal, 2022). One of the advantages of Sharia banking lies in its profit-sharing system, so it is not wrong for people to call Sharia banks profit-sharing banks, but in reality financing in Sharia banking is not dominated by *mudharabah* financing with a profit-sharing concept, but is more dominated by *murabahah* financing (Dawood, Zadjali, Rawahi, Karim, & Hazik, 2022). *Murabahah* financing has always been excellent compared to other Sharia banking products. This can be seen from data from the financial services authority (OJK) regarding the development of *murabahah* financing, which tends to increase every month. In June 2020, total *murabahah* financing was around IDR 377.53 trillion.

The dominance of *Murabahah* financing shows that this financing has many advantages for Islamic banks. First, is buyer certainty, where Sharia banks will not buy an item unless there is already a buyer. Second, is a certainty of profit, where Islamic banks can confirm the profit on the goods they sell (Nurhayati & Hasan, 2022; Winario, Irawati, Hasgimianti, & Susanti, 2020). The high level of *murabahah* financing occurs because this financing tends to have smaller risks and is more secure for shareholders (Kunaifi, Handayati, & Bahri, 2022). In reality, Sharia bank financing is more focused on the *murabahah* scheme, even if we compare it, it turns out that Islamic banks in the world also have a tendency to use the *murabahah* scheme as the main financing. For example, Bahrain Islamic Bank, Faysal Islamic Bank, Bank Islam Malaysia, Kuwait Finance House, and others (Hakim & Anwar, 2017). However, this article will discuss the analysis of the implementation of *murabahah* according to the Koran, Surah Al-Baqarah verse 275. Is *Murabahah* permitted? Why is financing at Sharia banks dominated by *murabahah* contracts, even though Sharia banks are better known for their profit-sharing (*Mudharabah*) principles? This is where the author is interested in researching further about these things.

2. METHODS

This article uses research library research by collecting data from journals and books about sharia and murabahah banking practices. Then, the author carried out an analysis using Surah Al Baqarah verse 275. The analysis was carried out using content analysis techniques which specifically examine the context issues with the verses of the Al-Qur'an.

3. FINDINGS AND DISCUSSION

Explanation of Surah Al-Baqarah Verse 275

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ
قَالُوا إِنَّمَا الْبَيْعُ مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ
فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ وَمَنْ عَادَ فَأُولَئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Meaning: "People who eat (take) usury cannot stand but stand like a person who has been possessed by the devil because of (the pressure of) insanity. Their situation is like that, because they say (opinion), actually buying and selling is the same as usury, even though Allah has permitted buying and selling and forbidden usury. Those who have received a prohibition from their Lord, then continue to stop (from taking usury), then for them what they have taken previously (before the prohibition came), and their affairs (are up to) Allah. Those who return (take usury), then those people are the inhabitants of hell, they will remain there forever." (QS. Al-Baqarah [2]: 275)

In the verse above, Allah SWT describes the condition of people who consume usury as being like a person who is possessed by the devil due to insanity. This situation is caused because they believe that buying and selling and usury are the same. Even though Allah SWT has confirmed that buying and selling is halal and usury is haram. And at the end of the verse, Allah says that those who return to usury are the inhabitants of hell (Suretno, 2018). Imam Bukhari narrated from Samurah bin Jundab, in a long hadith about dreams, then we arrived at a river, I think he said, The river was red as blood. It turned out that in the river there was someone swimming, and on the edge there was someone who had collected a lot of stones beside him. The person swam to the person who collected the stones. Then the person swimming opened his mouth, then he fed him with stones (Al Shaykh & Abdul Ghoffar, 2006). In interpreting this incident, it can be said that this is a parable for people who eat usury.

According to al-Qurtubi, quoted by (Muhammad Hasdin, 2016), the actual sentence of buying and selling is the same as usury, the real meaning is adding at the end of the transaction, such as the price at the beginning of the buying and selling contract. This is because the Arab does not know usury except that, so when he justifies his debt, he says to the debtor: there are times when you owe, and there are times when you increase, meaning increase the debt. Then Allah forbade it and rejected their words with his words.

The Koran never directly talks about murabahah, even though there are a number of references to buying and selling, profit, loss and trading (Anugrah, 2020). Murabahah is a form of buying and selling that is trustful (Rahmawaty, 2007). Murabahah is the sale and purchase of goods at the original price with additional agreed profits. In murabahah financing, the bank determines the selling price of the goods, namely the cost of goods purchased plus an amount of the bank's profit margin (Antonio, 2001). In Republic of Indonesia Law no. 21 of 2008

concerning Sharia Banking article 19 paragraph (1) which is meant by Murabahah Agreement is a Financing Agreement for an item by confirming the purchase price to the buyer and the buyer pays the excess price as an agreed profit (Anugrah, 2020). From the definitions above, it can be understood that Murabahah is the sale and purchase of goods at the basic (original) price with additional profits that are known and agreed upon by the seller (Bank) and the buyer (Customer).

The characteristic of murabahah is that the seller must inform the buyer of the purchase price of the product and state the amount of profit added to the cost (Wiroso, 2009). Murabaha payments can be made in cash or installments (Ismail, 2015). Murabahah can be done in two ways, namely purchasing with an order and without an order (Hakim and Anwar, 2017). Murabahah pillars in banking consist of several elements, namely: 1) Seller 2) Buyer 3) Goods 4) Price 5) Consent and Qabul (Ahmad, 2018).

Several survey results show that sharia banks generally apply murabahah as their main financing method, covering approximately seventy-five percent (75%) of their total assets (Hakim & Anwar, 2017). Since the beginning of 1984, in Pakistan, murabahah type financing has reached around eighty-seven percent (87%) of the total financing in PLS (Profit and Loss Sharing) deposit investments. Meanwhile, at Dubai Islamic Bank, murabahah financing reached eighty-two percent (82%) of total financing during 1989. In fact, at the Islamic Development Bank (IDB), during the more than ten year financing period, seventy-three percent (73%) of all financing is murabahah. Meanwhile, the results of the author's research at BMI Semarang in 1999, around seventy-eight percent (78%) of the total financing was murabahah financing (Rahmawaty, 2007).

Sharia Bank Practices

Sharia Bank is a financial or banking institution whose operations and products are developed based on the Al-Qur'an and Hadith (Zulkifli Rusby, 2017). According to Law number 21 of 2008 article 1, the meaning of Sharia Banking is everything that concerns sharia banks and Sharia Business Units, including institutions, business activities, as well as methods and processes for carrying out business activities (Harahap, Wiroso, & Muhammad Yusuf, 2010). According (Anugrah, 2020) Sharia Perbankan is a bank that carries out its operational activities with the principle of profit sharing, and functions as an intermediation institution, namely, collecting funds from the public and distributing funds to people who need these funds. According to Ali, quoted by (Anugrah, 2020), Islamic banking or what is more often called sharia banking is a banking system which in its operational implementation does not use a system of interest (*riba*), speculation (*maisir*), and uncertainty or ambiguity (*gharar*). From the definition above, it can be understood that Sharia Banks are all activities related to Sharia banks and Sharia Business Units whose operations are based on the Al-Qur'an and Hadith, do not use a system of interest (*riba*), speculation (*maisir*), and uncertainty (*gharar*). whose function is to collect funds from the community and distribute them back to people who need funds.

Sharia banks have three main functions, namely: 1) the function of sharia banks to collect funds from the public in the form of deposits and investments, 2) the function of sharia banks to distribute funds to people who need funds from banks, and 3) the function of sharia banks to provide services in form of sharia banking services (Andrianto & Firmansyah, 2019). The types of Sharia Bank products are Deposit (*wadi'ah yad al-amanah* and *wadi'ah yad ad-dhamamah*), profit sharing products (*mudharabah*, *musyarakah*, *muzara'ah*, and *musaqah*), buying

and selling (*ba'i al murabahah, ba'i as-salam, ba'i al-istishna*), rent (*al-ijarah, al-ijarah al-muntahia bittamlik*), services (*al-wakalah, al-kafalah, al-hawalah, ar rahn, and al-qardh*) (Sadhana, 2012).

According to Weill, 2011 in (Ismanto, 2018) that Islamic banks gain profits from sharia principles, where banks have a clear market originating from Muslim customers. This is supported by previous studies which found that religion was the main factor in choosing a sharia bank.

Discussion

According to Ibn Rushd quoted by (Sholihuddin, 2013), murabahah does not have direct references or references from verses of the Koran, only references to buying and selling or trading. As a form of buying and selling, the basic basis of murabahah is the same as the basis for buying and selling. The proposition that is used as a reference for the murabahah contract is QS. Al-Baqarah [2]: 275

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Meaning "...And Allah has permitted buying and selling and prohibited usury"

Based on the arguments above, the ulama argue that murabahah is halal because of the generality of the arguments that state the permissibility of buying and selling on a general scale. The consent of the Muslims is the basis for the ability of murabahah, because this buying and selling is also carried out in various countries and at all times (Sholihuddin, 2013). Murabahah according to Azzuhaili in (Farid, 2013) is buying and selling based on mutual consent between the two parties to the transaction. Imam Malik and Imam Shafi'i said that murabahah buying and selling was legal according to law, although Abdullah Saeed said that this statement did not mention a clear reference to the Hadith. According to Tuasikal quoted by (Sari, 2013) *murabahah* includes buying and selling with mutual consent between the seller and the buyer, so it is a permitted sale and purchase. Likewise, logically, this buying and selling is really needed and has become widespread. Among us there are people who don't know and can't differentiate between quality goods to buy and those that don't, so we need information from people who know more about the ins and outs of goods on the market. As a form of reciprocation, the buyer provides remuneration to the seller who has purchased the item by providing a profit.

From the opinions above, Murabahah is permissible and does not conflict with the teachings of Islamic Shari'a, and provides relief to buyers to obtain the desired goods even if the payment is not in cash (installments) (Afrida, 2016). So murabahah buying and selling is permitted. Based on the Ulema's Ijma, buying and selling is generally permitted based on the fact that human needs are sometimes related to other people and humans cannot take these needs directly without compensation. For this reason, buying and selling transactions are carried out so that people can achieve their desires and fulfill their needs with the help of other people (Ghozali & Roficoh, 2019). Fiqh rules used by DSN MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning Murabahah, basically all forms of muamalah are permitted unless there is an argument that prohibits it. The implementation of murabahah financing in sharia banking is regulated based on Bank Indonesia Regulation (PBI) number 9/19/PBI/2007 BI Circular No. 10/14/DPbS dated 17 March 2008, which states that in carrying out fund collection activities and services, Sharia Banks (Sharia Commercial Banks, Sharia Business Units and Sharia Rural Banks) are required to comply with sharia principles. Based on the legal basis

above, Murabahah financing found in sharia banking is based on Islamic law (Hakim and Anwar, 2017).

Sheikh Bakar bin Abdillah Abu Zaid as quoted by (Ismail, 2015) explains the provisions for allowing murabahah buying and selling by stating that a sale and purchase agreement is permitted with three things: (1) There is no binding obligation to complete the transaction either in writing or orally, before obtaining goods with ownership and handover. (2) There is no obligation to cover loss and damage to goods from either the customer or the financial institution, but it remains the responsibility of the financial institution. (3) No sale and purchase transactions occur except after the goods have been handed over to the financial institution (bank) and they have become their property.

Financing is the provision of money or bills which are equivalent to: 1) sale and purchase transactions in the form of murabahah, salam and istishna receivables, 2) profit sharing transactions in the form of musyarakah and mudharabah, 3) rental transactions in the form of ijarah or hire purchase in the form of Ijarah Muntiya Bittamiik (IMBT), 4) Lending and borrowing transactions in the form of qardh receivables. According to the nature of its use, financing can be divided into the following two things: (1) Productive financing, namely financing aimed at meeting production needs in a broad sense, namely to increase business, whether production, trade or investment. (2). Consumptive financing, namely financing used to meet consumption needs, which will be used up to meet needs.

The murabahah financing mechanism can be used for procurement of goods, working capital, house construction and so on. The following are several examples of murabahah financing applications in sharia banks.

- Procurement of goods, this transaction is carried out by sharia banks using the principle of murabahah buying and selling, for example the procurement of motorbikes, refrigerators, goods needed for investment in factories or the like. If a customer wants to own a motorbike, the customer can come to a sharia bank and then submit a request for the bank to buy it. After the sharia bank examines the customer's condition and considers that the customer is worthy of obtaining financing for the procurement of a motorbike, the bank then purchases the motorbike and hands it over to the applicant, namely the customer. The price of the motorbike is Rp. 20,000,000,- and the bank wants to get a profit of Rp. 4,000,000,-. If the installment payment is for three years, then the customer can pay in installments of IDR. 100,000,000,- per month. Apart from being able to provide benefits to sharia banks, customers are also burdened with administration fees for which there are no provisions. In practice, these costs become fee base income for Islamic banks. Other costs that must be borne by the customer are insurance costs, notary fees or costs to third parties.
- Working Capital (Goods Working Capital), the provision of inventory items for working capital can be carried out using the murabahah buying and selling principle. However, this transaction is only valid once, not a contract with repeated purchases of goods. In fact, providing working capital in the form of money is not very appropriate using the murabahah buying and selling principle, because working capital financing transactions in the form of goods or money are more appropriate using the principles of mudaraba (profit sharing) or musyarakah (capital participation). If working capital financing is in the form of money using the murabahah mechanism, then this transaction is the same as consumer finance which in conventional banks contains an interest element. Transactions

in consumer finance use borrowing and borrowing money and in murabahah use buying and selling transactions.

- 3) Home Renovation (Procurement of Home Renovation Materials) Procurement of home renovation materials can use the murabahah buying and selling mechanism. The goods being bought and sold are all forms of goods needed for house renovation, such as roof tiles, paint, sand, wood and so on. Transactions in this financing are only valid once, not one contract that is carried out repeatedly. An example of a murabahah financing calculation in sharia banking is as follows: Mrs. Rani is a bookstore entrepreneur, applying for murabahah financing (working capital) to purchase paper raw materials, worth Rp. 100 million. After being evaluated by the sharia bank, it turns out that the business is feasible and the application is approved, the sharia bank will appoint Mrs. Rani as a representative of the sharia bank to purchase with funds and in her name, then sell the goods back to Mrs. Rani for IDR 120 million, with a period of 4 months and paid in full at maturity. Assumption of setting a selling price of Rp. 120 million has been carried out: (1) Bargaining on the selling price between Mrs Rani and the sharia bank, (2) The agreed selling price will not change during the financing period (in this case, 4 months) even though during that period devaluation and inflation occur. , as well as changes in conventional bank interest rates in the market.

The *murabahah* financing mechanism at sharia banks is as follows: (1) The customer submits a request to purchase goods to the bank, (2) The bank studies the customer's request. If accepted, the bank buys goods/assets according to the customer's order specifications legally from the first seller, (3) The bank offers goods with the requested specifications and the customer must buy them according to the agreed agreement, (4) The bank and the customer carry out a murabahah buying and selling transaction including price negotiations, payment systems and terms, consent and acceptance, handover of goods, (5) Customers pay their obligations to the bank, either in installments or all at once within a mutually agreed time period (Anugrah, 2020). Murabahah is an alternative for obtaining certain goods through financing from banks, because customers can pay in installments in installments that will not change during the agreement period. Murabahah which is applied to sharia banking is a type of murabahah with payments according to the time period (installments). The risk that can occur if the price of an item in the market rises after the bank buys it for a customer is that the bank cannot change the buying and selling price. As long as the contract has not ended, the sale and purchase price cannot change because if there is a change then the contract is void. The risk of customer rejection, such as if the goods received are damaged, if the bank has signed a purchase contract with the seller, then the goods will become the property of the bank (Ferawati, 2014). With this, customers are protected.

The payment mechanisms based on the types of murabahah buying and selling are as follows: (1) Murabahah with cash, namely buying and selling goods where the bank acts as the seller while the customer is the buyer, (2) Murabahah with installments (*bitsaman ajil*) is buying and selling goods where The selling price is stated in the sale and purchase. Murabahah according to its type can be categorized into: Murabahah based on orders or without orders. Murabahah without orders, meaning whether someone buys it or not, the Islamic bank still provides the goods (Yusuf, 2013). In murabahah based on orders, the bank purchases goods after there is an order from the customer, and can be binding or not binding on the customer

to buy the goods ordered (the bank can ask the customer for a down payment for the purchase). In the case of ordinary buying and selling, for example someone wants to buy a certain item using certain specifications, but the item is not available at the time of ordering, then the seller will look for and buy goods that match the specifications, then sell them to the buyer. Murabahah transactions through this order are legal according to Islamic fiqh, as stated by Imam Muhammad Ibnul-Hasan Al Syaibani, Imam Syafi'i, and Imam Ja'far Al-Dhiddiq. In murabahah through this order, the seller may ask for payment of Hamish ghadiyah, namely money as a token of acceptance when the agreement is made. This is just to show proof of the buyer's seriousness. If the seller then buys and installs various equipment on the goods ordered while the buyer cancels it, this Hamish ghadiyah can be used to cover losses. If the amount of Hamish ghadiyah is smaller than the amount of costs incurred by the seller, then you can ask for the deficiency. On the other hand, if the Hamish ghadiyah is excess then the buyer is entitled to the excess. However, in murabahah based on binding orders, the buyer cannot cancel the order (Ismail, 2015).

The implementation of Murabahah principles which takes place between the Bank as the seller and the Customer as the buyer, is carried out based on sharia provisions and is regulated according to the following terms and conditions: (1) The customer needs goods and asks the Bank to provide Murabaah financing for the purchase of goods, (2) The Bank is willing to sell goods and provide Murabahah financing in accordance with the Customer's request, (3) The Customer is willing to pay the sale and purchase price of the goods in accordance with this contract, and the selling price cannot change during the validity of this contract, (4) The Bank with this contract fully represents the Customer to purchase and receive goods from suppliers, as well as giving the right to carry out sales and purchase deeds for and on behalf of the Customer himself directly with the supplier (Ghozali and Roficoh, 2019).

According to (Ghozali and Roficoh, 2019) Financing with Murabahah agreements currently provides the largest contribution to total Sharia Banking financing in Indonesia, namely around 60%. This is because most of the financing provided by banks in Indonesia is based on consumer needs. In order to be able to compete with conventional banking, the easy and simple Murabahah financing feature makes this financing superior in sharia banking to fulfill financing for consumer needs such as purchasing motor vehicles, buying houses and other consumer needs. Meanwhile, from data from the Financial Services Authority, the distribution of Murabahah financing reaches almost 50% of the total financing distributed by Sharia Banks.

Table 1. Murabaha Financing

Banking Industry	Number of Institutions	Number of Offices	Aset (Triliun)	PYD (Triliun)	DPK (Triliun)
Sharia Commercial Bank	14	1.942	356,33	356,33	232,86
Sharia Business Unit	20	390	175'5	134,16	127,95
Sharia People's Financing Bank	162	626	13,61	10,50	8,89
Total	196	2.958	545,39	377,53	430,21

Source: OJK, June 2020

From table 1 according to OJK data, Sharia Commercial Banks are the largest contributors in supporting sharia finance with total assets of IDR 356.33 trillion, PYD IDR 232.86 trillion and DPK IDR 293.37 trillion. The Sharia Business Unit helped increase contributions, namely total

assets worth IDR 175.45 trillion, PYD IDR 134.16 trillion, and DPK IDR 127.95 trillion. Meanwhile, the Sharia People's Financing Bank increased its sharia financial contribution, including total assets of IDR 13.61 trillion and DPK of IDR 8.89 trillion.

The most widely applied financing is Murabahah reaching 45.8 percent and Musyarakah 45.05 percent. Financing distribution for murabahah contracts as of June 2019 was recorded at IDR 154.51 trillion. Meanwhile, total sharia bank financing was recorded at IDR 320.67 trillion as of June 2019. Meanwhile, Murabahah financing distribution as of June 2020 was recorded at 45.80%, and total sharia bank financing as of June 2020 was recorded at IDR 377.53 trillion. So the Murabahah contract still dominates compared to other contracts, because it is the transaction that is often chosen as a fund distribution scheme from sharia banks.

From the explanations above, it can be understood that there are no arguments that directly explain Murabahah, there are only references to buying and selling. As a form of buying and selling, the basic basis of murabahah is the same as the basis for buying and selling. The implementation of murabahah according to Surah Al-Baqarah verse 275 is permitted, because in this verse it is explained that Allah has permitted buying and selling and has prohibited usury. According to the jumhur (majority) of ulama, they have agreed regarding the permissibility of murabahah. Murabahah financing dominates other financing, because Murabahah financing accounts for almost 50 percent of the total financing disbursed by Sharia Banks.

4. CONCLUSION

Based on the discussion above, it can be concluded that the implementation of murabahah in sharia banking is in accordance with sharia principles, because the implementation of murabahah financing in sharia banking has been regulated based on the Bank Indonesia Regulation (PBI) which states that in carrying out fund collection and service activities, Sharia Banks (Sharia Commercial Banks, Sharia Business Units and Sharia Rural Banks) must comply with sharia principles. Murabahah does not have direct references or references from verses of the Koran, but rather references to buying and selling or trading. As a form of buying and selling, the basic basis of murabahah is the same as the basis for buying and selling. So according to Surah Al-Baqarah verse 275, the implementation of Murabahah is permissible and does not conflict with the teachings of Islamic Shari'a, because basically all forms of muamalah are permissible unless there are arguments that prohibit it. Murabahah financing is very dominant because this financing has many advantages for Islamic banks. The high level of murabahah financing occurs because this financing tends to have smaller risks and is more secure for shareholders. Sharia bank financing is more emphasized through the murabahah scheme, in fact if we compare it, it turns out that Islamic banks in the world also have a tendency to use the murabahah scheme as the main financing. For example, Bahrain Islamic Bank, Faysal Islamic Bank, Bank Islam Malaysia, Kuwait Finance House and others.

5. REFERENCES

- Afrida, Y. (2016). Analisis Pembiayaan Murabahah Di Perbankan Syariah. *JEBI (Jurnal Ekonomi dan Bisnis Islam)*, 1(2), 12. <http://dx.doi.org/10.15548/jebi.v1i2.32>
- Ahmad, D. (2018). Unsur Riba Pada Akad Murabahah. *Jurnal PRANATA*, 1(1), 10.
- Al Shaykh, 'Abdullah ibn Muhammad ibn 'Abd al-Rahman ibn Ishaq, & Abdul Ghoftar, M. (2006). *Tafsir Ibnu Katsir*. Jakarta: Pustaka Imam Asy-Syafi'i.

- Alandejani, M. (2022). Does issuing islamic bonds through banks increase banking efficiency? *Heliyon*, 8(8), e10041. <https://doi.org/10.1016/j.heliyon.2022.e10041>
- Alshubiri, F., & Al Ani, M. K. (2023). Financing and returns of Shari'ah-compliant contracts and sustainable investing in the Islamic banking of Oman. *Economic Change and Restructuring*, 56(4), 2455–2491. <https://doi.org/10.1007/s10644-023-09522-8>
- Andalusi, Z. A. (2019). Future Package Financing Products with Akad Murabahah in the Perspective of Sharia Economic Law. *AHKAM Jurnal Ilmu Syariah*, 19(2). <https://doi.org/10.15408/ajis.v19i2.11991>
- Andrianto, & Firmansyah, M. A. (2019). *MANAJEMEN BANK SYARIAH (Implementansi Teori dan Praktek)*. CV. Penerbit Qiara Media.
- Antonio, M. S. (2001). *Bank syariah: Dari teori ke praktik*. Gema Insani.
- Anugrah, Y. D. Y. (2020). Analisis Konsep Penerapan Pembiayaan Murabahah Pada Perbankan Syariah. *Muhasabatuna: Jurnal Akuntansi dan Keuangan Islam*, 1, 12.
- Astuti, M. A., Rozali, R. D. Y., & Cakhyanu, A. (2019). Prevention of Fraud in Sharia Banking in Indonesia through Implementation of Sharia Corporate Governance. *KnE Social Sciences*, 183–202. <https://doi.org/10.18502/kss.v3i13.4205>
- Choiriyah, C., Saprida, S., & Sari, E. (2021). Development of Sharia Banking System In Indonesia. *Mizan: Journal of Islamic Law*, 5(1), 17–28. <https://doi.org/10.32507/mizan.v5i1.923>
- Dawood, H., Zadjali, F. A., Rawahi, M. A., Karim, S., & Hazik, M. (2022). Business trends & challenges in Islamic FinTech: A systematic literature review. *F1000Research*, 11, 329. <https://doi.org/10.12688/f1000research.109400.1>
- Farid, M. (2013). Murabahah Dalam Perspektif Fikih Empat Mazhab. *Epistémé: Jurnal Pengembangan Ilmu Keislaman*, 8(1), 113–134. <https://doi.org/10.21274/epis.2013.8.1.113-134>
- Ghozali, M., & Roficoh, L. W. (2019). Kepatuhan Syariah Akad Murabahah Dalam Konsep Pembiayaan Pada Perbankan Syariah Di Indonesia. *HUMAN FALAH: Jurnal Ekonomi dan Bisnis Islam*, 6(1), 15.
- Hakim, L., & Anwar, A. baqarah. (2017). Pembiayaan Murabahah Pada Perbankan Syariah Dalam Perspektif Hukum Di Indonesia. *AL-URBAN: Jurnal Ekonomi Syariah dan Filantropi Islam*, 1(2), 12. https://doi.org/10.22236/alurban_vol1/is2pp212-223
- Harahap, S. S., Wiroso, & Muhammad Yusuf. (2010). *Akuntansi perbankan syariah*. Jakarta, Indonesia: LPFE Usakti.
- Ismail, M. (2015). Pembiayaan Murabahah dalam Perspektif Islam. *SYAIKHUNA: Jurnal Pendidikan Dan Pranata Islam*, 15.
- Ismanto, K. (2018). *Literasi Masyarakat dan Dampaknya terhadap Minat Menjadi Nasabah Bank Syariah*. 5(1), 14.
- Kunaifi, A., Handayati, P., & Bahri, M. (2022). Accounting of Refinancing and Take Over for Murabahah Contract. *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)*, 5(1), 108–120. <https://doi.org/10.31538/ijse.v5i1.1490>
- Lestari, Y. D., Sukmana, R., Beik, I. S., & Sholihin, M. (2023). The development of national waqf index in Indonesia: A fuzzy AHP approach. *Heliyon*, 9(5), e15783. <https://doi.org/10.1016/j.heliyon.2023.e15783>

- Muhammad Hasdin, H. (2016). Riba Dalam Perspektif Al-Quran. *Li Falah: Jurnal Studi Ekonomi Dan Bisnis Islam*, 1(2), 10.
- Nguyen, Q. K. (2021). Oversight of bank risk-taking by audit committees and Sharia committees: Conventional vs Islamic banks. *Heliyon*, 7(8), e07798. <https://doi.org/10.1016/j.heliyon.2021.e07798>
- Nurhayati, Y., & Hasan, A. (2022). Analysis of the Mutanaqisah Musyarakah Contract as a Solution for Home Ownership Financing in Islamic Banking. *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)*, 5(1), 390–408. <https://doi.org/10.31538/ijse.v5i1.1770>
- Rahmawaty, A. (2007). Ekonomi Syari'ah: Tinjauan Kritis Produk Murabahah dalam Perbankan Syari'ah di Indonesia. *La_Riba: Jurnal Ekonomi Islam*, 1(2), 17.
- Rohman, P. S., Fianto, B. A., Shah, S. A. A., Kayani, U. N., Suprayogi, N., & Supriani, I. (2021). A review on literature of Islamic microfinance from 2010-2020: Lesson for practitioners and future directions. *Heliyon*, 7(12), e08549. <https://doi.org/10.1016/j.heliyon.2021.e08549>
- Sadhana, K. (2012). Sosialisasi Dan Persepsi Bank Syariah (kajian Kebijakan Enkulturası Nilai-Nilai Bank Syariah Dalam Masyarakat). *Jurnal Keuangan dan Perbankan*, 16(3), 8.
- Sari, W. C. (2013). Upaya Preventif Yang Harus Dilakukan Perbankan Syariah Dalam Menjaga Kredibilitas Dan Kepercayaan Publik Terkait Produk Pembiayaan Murabahah, Musyarakah, Dan Mudharabah. *AKUNESA: Jurnal Akuntansi*, 23.
- Sholihuddin, M. (2013). Murabahah, Antara Teori Dan Praktek. *Maliyah*, 03(01), 19.
- Suandi, E., Herri, Yuliasri, & Syafrizal. (2022). Evaluating the relationship between entrepreneurial marketing, competitive advantage, and Islamic banks performance. *Journal of Financial Services Marketing*, 28(3), 599–614. <https://doi.org/10.1057/s41264-022-00169-6>
- Sukmaningrum, P. S., Hendratmi, A., Shukor, S. binti A., Putri, M. R., & Gusti, R. P. (2023). Determinants of sharia life insurance productivity in Indonesia. *Heliyon*, 9(6), e16605. <https://doi.org/10.1016/j.heliyon.2023.e16605>
- Suretno, S. (2018). Jual Beli Dalam Perspektif Al-Qur'an. *Ad Deenar: Jurnal Ekonomi dan Bisnis Islam*, 2(01), 93. <https://doi.org/10.30868/ad.v2i01.240>
- Wasiaturrahma, Sukmana, R., Ajija, S. R., Salama, S. C. U., & Hudaifah, A. (2020). Financial performance of rural banks in Indonesia: A two-stage DEA approach. *Heliyon*, 6(7), e04390. <https://doi.org/10.1016/j.heliyon.2020.e04390>
- Winario, M., Irawati, I., Hasgimianti, H., & Susanti, E. (2020). Analisis Penerapan Pembiayaan Akad Murabahah Bank Rakyat Indonesia Syariah (BRI Syariah) Pekanbaru. *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)*, 3(1), 16–38. <https://doi.org/10.31538/ijse.v3i1.723>
- Wiroso. (2009). *Produk perbankan syariah: Dilengkapi UU perbankan syariah & kodefikasi produk bank Indonesia*. Jakarta Barat: LPFE Usakti.
- Z, W. (2013). *Pembiayaan bank Syariah*. Gramedia Pustaka Utama.
- Zulkifli Rusby. (2017). *Manajemen Bank Syariah*. Riau: Pusat Kajian Pendidikan Islam FAI UIR.