



Top Up of Ongoing *Murabahah* Financing for Customers of Astra Credit Companies (ACC) Banda Aceh from The Perspective of Sharia Economic Law

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Abstract

Astra Credit Companies (ACC) in Banda Aceh provides an ongoing top up service for murabahah financing, which is an increase in the value of financing. There are allegations that the ACC top up service system raises the practice of loan interest in the form of usury. So the problem studied in this research is how the Sharia Economic Law review of the top up customer eligibility assessment system? This research was conducted with a conceptual approach, with the type of normative juridical research. Research data comes from the field and literature, namely through interviews, documentation studies, library materials. The result of the research is that the assessment and eligibility system for top up customers in murabahah financing products that are still ongoing at ACC Banda Aceh is carried out by assessing the customer's profile on the one hand and the number of customer instalments on the other. The aspects assessed are the positive customer profile of the customer smoothly paying, the number of principal debt instalments approaching repayment. According to the perspective of Sharia Economic Law, the assessment system and the eligibility of top up customers in murabahah financing products that are still ongoing at Astra ACC Banda Aceh so far have not fully fulfilled sharia principles. The problem that arises is the use and realisation of the contract in the top up service appears to use a debt and credit contract with interest which is considered usury. Therefore, ACC companies should avoid the practice of interest.

Keywords: *Eligibility Assessment, Top Up, Murabahah, Ongoing*

Abstrak

Astra Credit Companies (ACC) di Banda Aceh menyediakan layanan top up berkelanjutan untuk pembiayaan murabahah, yaitu peningkatan nilai pembiayaan. Terdapat dugaan bahwa sistem layanan top up ACC tersebut memunculkan praktik bunga pinjaman dalam bentuk riba. Maka permasalahan yang dikaji dalam penelitian ini adalah bagaimana tinjauan Hukum Ekonomi Syariah terhadap sistem penilaian kelayakan nasabah top up? Penelitian ini dilakukan dengan pendekatan konseptual, dengan jenis penelitian yuridis normatif. Data penelitian berasal dari lapangan dan kepustakaan, yaitu melalui wawancara, studi dokumentasi, bahan pustaka. Hasil penelitian adalah bahwa sistem penilaian dan kelayakan nasabah top up pada produk pembiayaan murabahah yang masih berlangsung di ACC Banda Aceh dilakukan dengan menilai profil nasabah di satu sisi dan jumlah angsuran nasabah di sisi lain. Aspek yang dinilai adalah profil nasabah yang positif yaitu nasabah lancar membayar, jumlah angsuran pokok utang yang mendekati pelunasan. Berdasarkan perspektif Hukum Ekonomi Syariah, sistem penilaian dan kelayakan nasabah top up pada produk pembiayaan murabahah yang masih berjalan di Astra ACC Banda Aceh

selama ini belum sepenuhnya memenuhi prinsip syariah. Permasalahan yang muncul adalah penggunaan dan realisasi akad pada layanan top up tersebut terkesan menggunakan akad utang piutang dengan bunga yang tergolong riba. Oleh karena itu, perusahaan ACC sebaiknya menghindari praktik bunga.

Kata Kunci: Penilaian Kelayakan, Top Up, Murabahah, Berkelanjutan

INTRODUCTION

Finance companies and Islamic financial institutions (LKS) are entities whose existence provides convenience to the community in meeting both productive needs (fulfilment of business capital), and consumptive ones (fulfilment of needs for vehicles, houses, and others). In its operational system, Islamic finance companies use several types of sharia contracts in accordance with the type of financing proposed. In the context of buying and selling consumptive goods, finance companies generally use a *murabahah* contract. The current pattern of selling and buying using the *murabahah* contract in financial institutions involves three parties, namely the finance company (bank or non-bank), the customer, the supplier (the goods provider).

In practice, customers who smoothly fulfil their obligations to pay their instalments will be given special services in the form of top ups or additional financing limits related to the object of the previous financing item. This means that the customer can take an additional fee of the amount determined by the company, but the limit or tenor of the financing will increase. During the period approaching the expiration of the *murabaha* contract between the LKS and the customer, the customer is contacted by the Astra Credit Companies (ACC) Syariah Banda Aceh City to offer top up financing for the goods or the customer himself proposes a top up to the company.

The provision of top up services is in the form of providing an increase in the value of financing considering that generally financing at banks or non-banks has a longer period of time so that if the profile of the debtor or customer concerned according to the bank allows for top up, the bank will provide additional financing along with an additional period.

The mechanism for providing top up services at ACC is in the form of a top up contract, which is a facility in the form of applying for funding again for funding that is already running with a fixed period or there is an addition so that funding can be used to fulfil other needs. In this case, ACC will conduct an analysis of the customer's profile, or with the ACC's own process of offering additional loans (top up plafond), where the top up system applied is by adding the principal of the customer's ongoing debt.

In the initial process of *murabahah* financing, ACC did not explain the top up service to customers. This is as in the statement of one ACC customer. He stated that at the beginning of the contract, ACC did not

explain to the customer about the top up service. Based on this explanation, the ongoing top up service for *murabahah* financing objects at ACC Banda Aceh is in the form of a debt loan service. The deed used is no longer the sale and purchase of the *murabahah* system, but rather a loan contract or debt contract (*qard*) against the value of the *murabahah* object with the obligation for the customer to repay the principal of the top up debt and added with the profit margin (or can be said to be debt interest) obtained by ACC. Here, there are two aspects that arise, namely the top up of *murabahah* financing is in the form of debt or debt loan services to customers by increasing the time limit or tenor accompanied by an additional profit interest margin received by ACC.

Seen in the context of *fiqh muamalah*, the buying and selling process must be carried out by fulfilling all the conditions and pillars that have been determined, then than that, the buying and selling process must also avoid elements of usury, oppression, and fraud practices. There are legal issues regarding the addition of the time limit of financing (top up) in the *murabahah* contract at the ACC Syariah Financing Company in Banda Aceh City. In its implementation, two conditions arise, namely the condition of increasing the payment time (tenor) of the loan credit, and the condition regarding the existence of a margin or interest from the top up refund that has been submitted.

Judging from the aspect of Islamic economic law, any loan that requires a return in excess of the principal debt is usury. Likewise, in ACC, the author suspects that the ACC top up service system actually gives rise to the practice of usury because the customer actually makes a loan to the ACC company, the loan on behalf of the top up must be returned with the profit obtained by the company with the addition of financing time, while the credit instalments continue to increase.

Furthermore, a scientific work written by Silvi Afrida, with the title: Analysis of Sharia Economic Law related to *Murabahah* Financing: Case Study of Customers of Bank Tabungan Pensiunan Nasional Syari'ah Semarang Branch Office (Afrida, 2022:127). This research also touched on the resubmission of financing with a top up mechanism at the National Pension Savings Bank Syari'ah Semarang Branch Office. The research findings show that the Shari'ah Supervisory Board developed a special contract for top up (additional lending) through a *musyarakah mutanaqisah* mechanism instead of using a *murabahah* contract. Because the *murabahah* system is carried out on commodity goods that are not yet owned by the customer, if the goods are purchased by the Bank from the customer and then resold to the same customer the problem will cause 'inah buy back.

Teguh Kameswara's thesis, with the title: Margin Determination Mechanism in Micro Market Top Up Products Through *Murabahah* Akad

at BPR Syariah Cipaganti Ciwastra Branch Bandung (Kameswara, 2013:57). The results of his research indicate that the mechanism of the product top up Micro Market BPR Syariah Cipaganti Branch Ciwastra Bandung by using a murabahah contract, namely in the context of financing services. Top up Micro Market is generally given to small and medium communities in the form of financing assistance made in instalments. In terms of fiqh muamalah, the implementation of the Micro Market top up product through a murabahah contract at BPR Syari'ah Cipaganti Ciwasrta Bandung Branch in terms of pillars and conditions is not in accordance with the provisions of fiqh muamalah. The mechanism for determining the fixed margin on the implementation of the murabaha contract in the product top up Micro Market BPR Syari'ah Cipaganti Ciwastra Bandung Branch in principle is not in accordance with sharia principles. In the view of Islamic law, the validity and invalidity of the contract depends on the fulfilment of its terms and conditions.

Scientific article written by Irma Yuliani, with the research title: Strategy and Implementation of Home Ownership Financing with Murabahah Akad at Bank Syariah Mandiri Samarinda Branch (Yuliani, 2019:40). The study also looks at the top up aspect of financing which is a strategy used by Bank Syariah Mandiri Samarinda Branch in financing home ownership with a murabahah contract. The results of his research show that there are several strategies used by Bank Syariah Mandiri Samarinda Branch in increasing the number of customers in financing home purchases using murabaha contracts. The strategy carried out is with a ball pick-up system, place (place) provides comfort and security in transactions in accordance with operational standards, top up customer strategies are also used in marketing products.

Based on some of the research explanations above, it can be seen that there are relatively few studies on the top up service delivery system in murabaha financing. The studies that have actually been done are only in the form of murabaha financing, without linking it to the top up system in murabaha financing. Therefore, as far as the results of the search for existing research, studies on top ups in murabaha financing have not been carried out by previous researchers. Even in relation to the provision of top up services on murabahah financing in the context applied by the ACC Syariah company in Banda Aceh City has never been done so far.

As far as reading previous research is concerned, there are gaps or distinctions that distinguish this research from previous research. The difference lies in the focus of research and the locus (place) of research. Regarding the focus of the research study, the researcher is more directed to the analysis of the top up customer eligibility assessment system in murabaha financing at ACC Syariah Banda Aceh City. This aspect has not been studied by previous researchers even though this aspect is closely

related and related to the validity of the law, namely whether it is in line with sharia principles or not. This is the basis of this research. As for the locus (location or place) of research, previous research has never examined the top up system in *murabahah* financing at ACC Syariah Banda Aceh City.

LITERATURE REVIEW

Murabahah financing is based on the principle of sale and purchase which is permitted in Islamic law. In Islamic law, which is to sell goods at a certain price that includes a profit margin. The profit earned by the bank in *murabahah* transactions is not interest, but rather an addition to the cost of goods purchased. According to Hassan & Bashir (2005), In practice, customers know the cost and profit margin of the *murabahah* transaction. In practice, the customer knows the cost price and the profit margin set beforehand, so this transaction is considered transparent and fair. Abdullah and Ibrahim (2011) added that the principle of price transparency is one of the main reasons why *murabahah* is the most popular instrument in Islamic banks. So that *murabahah* products are the product is the most widely used by Islamic Banks because it is the easiest to implementation compared to other financing products (Rianto, 2012:149). 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 that is added to the cost. profit added to that cost (Wiroso, 2005:13).

Some of the reasons *murabahah* is a leading product in Islamic banking are as follows:

- *Murabahah* is a short-term capital investment mechanism with profit and loss sharing;
- The data mark-up (profit) is set in a way that ensures that the bank is able to expand compared to interest-based banks where Islamic banks are very competitive;
- *Murabahah* avoids the uncertainties that are placed with the acquisition of business based on the profit sharing system;
- *Murabahah* does not allow the Islamic bank to interfere in the management of the business as the bank is not a partner with the client but their relationship is that of creditor to debtor

The pillars and conditions of *Murabahah* are as follows:

- *Ba'iu* (seller);
- *Musytari* (buyer);
- *Mabi'* (the goods being traded);
- *Tsaman* (price of the goods);
- *Ijab Qabul* (statement of handover);

There are conditions of murabaha as follows:

- The terms of the contract (*ba'iu* and *musytari*) are legally capable and not under duress;
- The goods being traded (*mabi'*) do not include haram goods and the type and quantity are clear;
- The price of the goods (*tsaman*) must be stated transparently (base price and profit component) and the method of payment is clearly stated;
- The statement of handover (*ijab qabul*) must be clear by specifying the parties to the contract.

RESEARCH METHOD

This type of research is normative legal research, namely examining the application of legal norms regarding the ongoing top up analysis of *murabahah* contracts at Astra Credit Companies (ACC) Banda Aceh. Using a research approach is a conceptual approach. The data sources used are primary data sources in the form of legal materials, which consist of sources of interview results, then written legal materials in the form of legal opinions, legislation, texts of judges' decisions, books, legal dictionaries, and other library materials. In collecting data, interviews and documentation studies were conducted.

RESULT

The pattern, procedure, and mechanism of financing services used by ACC companies are sale and purchase, with the *murabahah* scheme. The provision of top up services for *murabahah* financing products at ACC Banda Aceh is carried out for customers who have met the member level, at least the Priority Level level, namely customers who are considered not to have a bad history and make timely installments. The service is only provided to customers who have met certain criteria, among the most common criteria is that the customer has already applied for financing either for the first time and or for further financing. In addition, the customer's profile is also not problematic, for example, the customer has never been late in paying, even in statement, if the customer is once or twice late in paying it can still be taken into account to be given this top up service, then the principal amount of debt has also been reduced from the instalment period (Interview with S, May 2024).

Sharia economic law or Islamic economics is one part of the legal construction that is recognised in Indonesia, in addition to the construction of conventional civil law. The provisions of sharia economic law basically require that all operational patterns and contract traffic in the midst of society be adjusted to the principles of sharia values. The sharia principles in question include justice, freedom of contract, honesty, no elements of contract cancellation such as *zalim*, fraud, uncertainty, gambling and usury.

The fulfilment of sharia principles is a characteristic of economic transactions in Islamic law, where the realisation of transactions must be in accordance with Sharia principles, must be based on the principle of mutual understanding and mutual pleasure, the value of freedom of transactions is recognised as long as the object is halal and good, money only functions as a medium of exchange and a unit of value measurement, not as a commodity, for example in the case of debt object commodities, and does not contain elements of usury, injustice, maisir, gharar, haram, does not adhere to the principle of time value of money because the profits obtained in business activities are related to the risks inherent in these business activities in accordance with the principle of *al-ghunmu bil ghurmi*, no gain without accompanying risk (Sholihin, 2010:390-391).

Transactions in Islamic economic law exist in commercial and non-commercial forms. Both must avoid elements that can harm the contract. In the context of non-commercial transactions, for example, in the form of providing loan funds or debt and credit (*qard*), as much as possible must be able to avoid the element of usury. In the context of *murabahah* financing, including top-up financing, the company should not practice usury, especially in setting interest requirements in returning the top-up loan. This means that if the contract used is in the form of a loan or debt and credit, then the company should not take excess funds from the principal value of the debt. This is because debt and credit contracts are non-commercial or *tabarru'*. This also applies in the provision of top ups at the ACC Banda Aceh company, where the company must apply sharia principles as much as possible.

Judging from sharia economic law, the assessment and eligibility system for top up customers at ACC Banda Aceh has so far been in accordance with sharia principles, especially in determining whether customers meet the criteria to be given top up services or not. However, the problem that arises is in the use and realisation of the contract in the top up service set by the company to the customer. The contract used is a loan contract or debt and credit contract, also known as a *qard* contract. The realisation of the debt and credit contract violates sharia values. The company stipulates that there is an additional value of debt repayment with an interest system. This clearly violates the values of Islamic law. This is because one of the hadith narrations states that a debt and credit contract or loan in which there is a benefit is included in usury, as can be understood in the following narration (Al-Bahaqi, 2003:571): '*Ali Ra reported that he said: The Messenger of Allah (saw) said: Every loan contract that takes benefit is riba.*

If one considers the scholarly discussion on the quality of the hadith, one will find that it is considered to be *daif* or weak. In fact, Ibn Hajar Al-Asqalani states that the sanad of the tradition is broken (Shohibbul Ulum, 2022:280). However, the Hadith is supported by other proofs of usury, such

as the provision of QS. Al-Baqarah verse 275, which states that Allah has justified buying and selling and forbidden usury. The usury referred to in the verse is addition (Al-Qurtubī, 2009:769). In the context of a debt contract, there should be no return value on the principal. Sayyid Sabiq stated that debt and credit contracts are intended to love people, help them in dealing with various affairs and facilitate the means of life (Sayyid Sabiq, 2018:89-90). For this reason, the debtor should not return to the creditor except what he owes or something similar to it, in accordance with the fiqh rule that says: "Any debt that brings a benefit is usury" (Djazuli, 2019:190). This prohibition applies only if the benefit of the loan is stipulated or recognised in tradition. If this benefit is not stipulated or customary, the debtor may repay the debt with something of better quality than what he owes, or increase its quantity, or sell his house to the creditor life (Sayyid Sabiq, 2018:89-90).

Debt or *qard* should ideally be used as a social contract. ACC Banda Aceh companies, especially those that provide loans in the form of top up financing to ongoing *murabahah* contracts, should ideally fulfil sharia principles. The company should not take profit in the form of interest from loans or additional debt to customers. However, the current practice is that the contract used is a loan or debt contract with the return of the principal value of the debt with interest.

The agreement used in the top up service of the *murabahah* contract is basically different from the *murabahah* contract itself. In the initial *murabahah* contract, the type is "know profit" sale and purchase. This means that the company explains to the customer the original price with the selling price to the customer, so that the customer knows or recognises the profit earned by the company. This is clearly different from the contract in the top up customer service. It is a debt contract, although the additional debt is included in the value of the old principal debt that has not been paid by the customer. Therefore, it is clear that the practice of using contracts in the top up customer service at ACC Banda Aceh does not fulfil sharia principles, because there is an element of usury in the return value of the principal debt.

CONCLUSION

Viewed from the perspective of Sharia Economic Law, the assessment and eligibility system for top up customers in *murabahah* financing products that are still ongoing at Astra Credit Companies (ACC) Banda Aceh so far have not fully fulfilled sharia principles. The problem that arises is the use and realisation of the contract in the top up service. The contract used is a debt and credit contract (*qard*). However, in its realisation, the customer is charged an additional return on the value of his debt in the form of interest. This is clearly contrary to the concept of Islamic economic transactions because the interest is calculated as usury from the principal

value of a loan. Therefore, it is clear that the practice of using contracts in the customer service of topping up *murabahah* financing at ACC Banda Aceh has not fulfilled sharia principles.

Regarding the sharia economic law review of the top up service system at ACC Banda Aceh, the company should be able to make two contract schemes. The first is to continue using the *murabahah* sale and purchase contract with the condition that it must restructure the contract, so that the funds channeled are still connected to the initial contract. The second scheme is that the company may use a debt contract (*qard*), but the *qard* contract must be completely separated from the *murabahah* contract at the beginning, and the debt contract should not contain interest practices, because interest is the same as usury. There needs to be further research studies regarding the implementation of Islamic financing in ACC Banda Aceh, because some of the conditions in the distribution of *murabahah* financing are still with the conventional system. In addition, it is also necessary to study how the supervisory system carried out by the Sharia Supervisory Board of the ACC finance company in Banda Aceh City. Other studies can focus on the feasibility test related to the assessment and feasibility system used, then the benefits for the company of the top up practice.

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