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Bank Syariah Indonesia Dispute? (Analysis of Decision No. 220/Pdt.G/2023/PA.PSP)

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Abstract
The purpose of this study is to analyze how to resolve sharia economic disputes, especially in Indonesian Sharia Banks with the Murabahah Agreement at the Padangsidimpuan Religious Court in decision No. 220/Pdt.G/2023/PA.Psp. The nature of this research uses a qualitative descriptive method with a case study method. The location of this research is the Padangsidimpuan Religious Court. The results of the study found that BSI's dispute over the Mudharabah contract contract that had been carried out between the Plaintiff and Defendant I had fulfilled the principles and conditions of the contract as described in articles 22, to 25 of the Compilation of Sharia Economic Law which was resolved at the Padangsidimpuan Religious Court starting with the object of the murabahah contract dispute between the Plaintiff and Defendant I so that Defendant I submitted an application to grant the object to KPKN. Between the plaintiff and defendant I it has been done and has been running and the plaintiff has benefited from the contract, so the exception is challenged II and rejected in its entirety. Then the defendant was charged a case fee of Rp. 3,270,000.

Keywords: *Mudharabah Agreement, BSI, Dispute Resolution*

Abstrak
Tujuan penelitian ini adalah untuk menganalisis penyelesaian sengketa ekonomi syariah, khususnya pada Bank Syariah Indonesia dengan akad murabahah di Pengadilan Agama Padangsidimpuan dalam putusan Nomor 220/Pdt.G/2023/PA.Psp. Penelitian ini menggunakan metode deskriptif kualitatif dengan pendekatan studi kasus. Lokasi penelitian ini adalah Pengadilan Agama Padangsidimpuan. Hasil penelitian menunjukkan bahwa sengketa BSI terkait akad mudharabah yang telah dilaksanakan antara Penggugat dan Tergugat I telah memenuhi prinsip dan syarat akad sebagaimana diatur dalam Pasal 22 sampai dengan Pasal 25 Kompilasi Hukum Ekonomi Syariah, yang penyelesaiannya dilakukan di Pengadilan Agama Padangsidimpuan. Sengketa tersebut bermula dari objek akad murabahah antara Penggugat dan Tergugat I, sehingga Tergugat I mengajukan permohonan untuk menyerahkan objek sengketa kepada KPKNL. Hubungan hukum antara Penggugat dan Tergugat I telah terlaksana dan berjalan dengan baik, serta Penggugat telah memperoleh manfaat dari akad tersebut. Oleh karena itu, eksepsi yang diajukan oleh Tergugat II ditolak seluruhnya. Selanjutnya, Tergugat dibebani biaya perkara sebesar Rp3.270.000.

Kata Kunci: Akad Mudharabah, BSI, Penyelesaian Sengketa

INTRODUCTION

One of the obligations of customers is to carry out payment payments for financing made at Bank Syariah Indonesia (BSI). Meanwhile, the rights and

obligations of Bank Syariah Indonesia (BSI) are in the event of financing default. If there is a default at Bank Syariah Indonesia, it will refer to Law Number 21 of 2008 concerning Sharia Banking in Article 55 concerning "Dispute Resolution" (Baihaki & Prasetya, 2021).

Dispute resolution at Islamic banks, especially at Bank Syariah Indonesia (BSI), is the bank's own policy and customers in choosing disputes to be carried out effectively and efficiently (Faizun, 2021).. In resolving dispute problems, two legal remedies are carried out, namely through litigation and non-litigation. Dispute resolution by litigation is a way of Islamic banking by presenting a judicial institution, namely a religious court to resolve disputes (Muslim, Syaiful, & Melia, 2022). Meanwhile, with the non-litigation method, which is the way Islamic banking resolves disputes outside the judicial institution or outside the court, namely by choosing one of the trustworthy institutions, namely the arbitration institution (Muamar & Rohayati, 2024).

In Law Number 21 of 2008 concerning Sharia Banking in Article 55 paragraph 1, it is explained that legal remedies carried out by Islamic banks in dispute resolution are carried out by the authority of the Pradilan Agama. However, there is a dradictive interpretation of judicial law (Alis, 2022).

In the settlement of Islamic banking disputes in Law Number 21 of 2008 concerning Islamic Banking in Article 55 paragraph (1), paragraph (2), and paragraph (3).4 In paragraph 1 it is stated that in the event of an Islamic banking dispute, the Religious Court is the judicial institution that resolves it. However, in paragraph 2 it is explained that if there is a dispute in Islamic banking, both parties can resolve it as explained in paragraph (1) according to the type of contract issue that occurs in the dispute. In the application of Article 55 paragraph (2) of Law Number 21 of 2008 concerning Sharia Banking, it provides an opportunity for customers and creditors or banks to freely choose which judicial institution will resolve disputes. Even though it is clearly explained in Article 55 paragraph (1) that the Religious Court has authority in it. At the Sub-Branch Office (KCP) of Bank Syariah Indonesia Sipirok itself, there was a dispute. This dispute originated from a mudrabah contract made by party I to party II which led to party III, namely the Auction. This dispute has been outlined in the decision of the Religious Court Number 220/Pdt.G/2023/PA. Psp. So it is necessary to analyze the results of the dispute decision.

This research has a novelty from existing research conducted by (Faizun, 2021) that the dispute that occurred was that the National Sharia Arbittrase Agency (BASYARNAS) of Yogyakarta in its decision-making had used in accordance with Islamic law. This is in line with its sources such as the Qur'an, Hadith, principles and principles of sharia economics. However, there are still

some that have not been analyzed by the arbitrator, especially in the contract used in the decision No. X/Year 2017 which was implemented by both the applicant and the respondent.

Furthermore, the research conducted by (Abdullah, Sururie, & Mukhlas, 2023) Regarding the analysis of the decision of the judge of the Cirebon Regency Religious Court regarding the procedure for the execution of the confiscation of the Murabahah case, it was found that the case study Number 2008/Pdt.G/2020/PA. Sbr showed that the execution mechanism for the dependent auction was carried out outside the Cirebon Regency Source Religious Court, without a court execution order. The judge assessed it in accordance with the applicable legal basis. As a result, the Plaintiff's lawsuit was rejected because the auction by the Branch Office of Bank BRI Syariah Tbk Cirebon was considered in accordance with the law. Default committed by the Client is the main reason for this decision.

Then the research was carried out (Harahap, 2020) Regarding the analysis of the Supreme Court's decision No. 272/K/AG/2015 regarding Mudarabah financing, it was found that comprehensively regarding the imposition of collateral in financing contracts *Muḍārabah* as a solution to dispute resolution of defaulting debtors. The results of the study show that collateral binding in financing contracts *Muḍārabah* can be used as an anticipation to foster the risk of loss based on article 39 of Law No. 21 of 2008 concerning Islamic Banking. When business actors default, are negligent and violate the contract in initiation *Muḍārabah* Then the guarantee can be used as an effort to mitigate the resolution of financing disputes *Muḍārabah* to pay off its obligations to Islamic banks.

Finally, research conducted by (Muhammad, 2020), he researched related to the effectiveness and efficiency of dispute resolution in the Religious Court that the Supreme Court has issued several rules as an effort to realize an effective and efficient judiciary, namely Supreme Court Regulation Number 2 of 2015 concerning Procedures for Simple Dispute Resolution, Supreme Court Regulation Number 14 of 2016 concerning Procedures for Settlement of Sharia Economic Disputes, Supreme Court Regulation Number 5 of 2016 concerning Certification of Sharia Economic Judges, Supreme Court Regulation Number 04 of 2019 concerning Amendments to Supreme Court Regulation Number 02 of 2015 concerning Simple Settlement Procedures, and Supreme Court Regulation Number 01 of 2019 concerning the Implementation of Electronic Cases and Trials. Perma regulates efforts to realize effective and efficient settlement of sharia economic disputes, namely through simple lawsuits, court judges must have competence in the field of sharia economics by issuing certification policies for sharia economic judges, and providing judicial services electronically.

LITERATURE REVIEW

Dispute Resolution

Both parties who experience sharia economic disputes in their sharia banks will vote according to the agreement for the reasons (*Compromise Pact*) before the dispute occurred, or (*Compromise Pact*) after a dispute occurs. The settlement of economic disputes can be carried out by means of litigation (*Litigation Efforts*), or by non-litigation means (*Non-litigation efforts*) (Amanda Tikha Santriati, 2021). The selection of Islamic bank dispute resolution depends on the agreement between the two. Basically, if there is an Islamic economic dispute, it should only be resolved by litigation and non-litigation. And the following are common ways to resolve sharia economic disputes.

Case

The litigation route is the way in which a dispute occurs and the way to resolve the dispute institutionally in court with procedural law in it. Dispute resolution by litigation is a way of resolving disputes through court institutions. Of course, that in the event of a sharia economic dispute, it can be resolved in the Religious Court (Khoirijannah & Anis, 2025). This is because the judge who handles sharia economic dispute cases is more understanding and careful to know the substance of the case than to include substance cases. To determine the process of running the trial properly, a form of case examination is carried out (Mediansyah, Saputra, & Dedi, 2020). The judge will create a case resume form before entering the trial and being processed. In the case of Islamic banking, in the dispute process, the judge will take the following actions. At this stage, the judge at the Religious Court will initially examine more carefully whether the dispute that has the case has elements of an arbitration clause. That is, whether a dispute can still be resolved in a family manner without the intervention of the Religious Court to examine and control the dispute, but in fact it is only an authority outside the absolute of the Religious Court (Nurhayati, Nurjamil, & Haris Fadhillah, 2022). This is because it is absolute that the authority of the Religious Court does not extend to a case or dispute if there is a clause in it. Therefore, it is imperative to confirm and examine the dispute more deeply before going deeper into the process.

Non-Litigation

The non-litigation route is a way of resolving disputes outside the court institution with procedural law in it. However, this route also has its own way and mechanism (Tanafak, 2022). Thus, dispute resolution by non-litigation to both parties involved in the dispute, both the defendant and the plaintiff. The non-litigation route is a way of resolving disputes outside the court institution

with procedural law in it. However, this path also has its own way and mechanism (Fajriawati, 2022). Thus, dispute resolution through non-litigation mechanisms provides an opportunity for the parties involved, both the plaintiff and the defendant, to resolve disputes outside the court system. There are several forms of non-litigation mechanisms that may be pursued, one of which is Alternative Dispute Resolution (ADR) or Alternative Dispute Settlement (APS) (Nita Triana, 2019). ADR is a method of resolving economic disputes that includes expert assessment, consultation, negotiation, conciliation, mediation, and deliberation (Alis, 2022). Expert assessment (expert judgment) is conducted by one or more individuals with expertise in dispute resolution, who examine the dispute scientifically according to their respective fields to provide objective evaluations and clear information for the disputing parties; such experts may be appointed on an ad hoc basis or as part of an expert panel (Fajri, 2025). In addition, conciliation is a dispute resolution effort based on the mutual willingness of both parties to reach an agreement, in which the conciliator has the authority to offer impartial, transparent, and non-binding opinions to facilitate settlement between the parties (Arifin, 2025).

Negotiation is an alternative method for resolving sharia economic disputes and is considered one of the most effective approaches due to its speed, confidentiality, safety, and suitability in achieving mutual agreement, as it involves direct communication between the disputing parties to reach a middle-ground solution without the involvement of a third party (Musabiq, 2023). Consultation, on the other hand, serves as an alternative mechanism whereby disputing parties seek resolution through discussions with legal experts or advisors to address economic and legal issues; however, Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution does not provide a comprehensive definition regarding the implementation of consultation as a formal dispute resolution method (Hosen, 2019). Furthermore, mediation is a dispute resolution process that involves a neutral third party acting as an intermediary to facilitate settlement between the parties, where the mediator assists in negotiations without imposing a binding decision; mediation may be conducted within either litigation or non-litigation frameworks, and Article 1 point 7 of Supreme Court Regulation (PERMA) Number 1 of 2016 defines court-annexed mediation as a method of resolving economic disputes through negotiation assisted by a mediator, whose role is to facilitate communication and reconciliation between the disputing parties (PERMA No. 1 of 2016).

Deliberation is a form of dispute resolution conducted through meetings between individuals or groups with the specific aim of reaching mutual agreement, and in the context of sharia economic disputes, deliberation seeks to

resolve conflicts through consensus-based discussion. Arbitration, etymologically derived from the Latin term arbitration and known in Arabic as tahkim, refers to a method of resolving sharia economic disputes by submitting the dispute to an arbitrator whose decision is chosen and agreed upon by the parties, whether or not the settlement is conducted peacefully or subsequently brought before the Religious Court. Furthermore, sharia economic dispute resolution through institutional mechanisms constitutes a non-litigation approach that is distinct from arbitration and Alternative Dispute Resolution (ADR), as such institutional pathways are regulated under Law Number 8 of 1999 concerning Consumer Protection, which provides a legal framework for the settlement of sharia economic disputes through authorized institutions (Kasim, Salma, & Jamaluddin, 2024).

METHODOLOGY

This research uses descriptive qualitative research, which is research on data collected not in numbers but in the form of words. Qualitative research is a research procedure that produces descriptive data in the form of written or spoken words from people and observed behaviors (Moelong, 2018). Qualitative research is a type of research whose findings are not obtained through statistical procedures or other forms of computation. This research includes qualitative research with its type, namely case studies. As the name implies, the case study method examines a specific case or phenomenon in society that is carried out in depth to study the background, circumstances, and interactions that occur (Peter Mahmud Marzuki, 2015). Case studies are conducted on a single unit of system which can be a program, activity, event, or a group of individuals that exist in a particular situation or condition. In the implementation of this research activity, the author took a location at the Padangsidimpuan Religious Palace which is located on Jl. H.T. Rizal Nurdin Jl. Trans Sumatra Bukittinggi - Padang Sidempuan No.KM.7, Salambue, Southeast Padangsidimpuan District, Padang Sidempuan City.

DISCUSSION

Murabahah is a principle applied through the mechanism of buying and selling goods in installments with additional profit margins for banks. The portion of financing with Murabahah contracts currently contributes 60% of the total financing of Indonesian Islamic Banking. The value of the profits that the bank gets depends on the profit margin. Well, murabahah contract financing is carried out on a ribhun (profit) basis through buying and selling in installments or cash (Sumanda, Dedi, & Saputra, 2020). In practice, murabahah is a contract

that provides convenience for Islamic banks in the process of licensing and product supervision, helps facilitate the implementation and development of products by industry players, and provides legal certainty and product transparency that supports the creation of market behavior that can affect the principles of consumer protection in Islamic banking service products. That means a trust buying and selling transaction, which is the seller provides transparency about capital prices and margins clearly and honestly to the buyer.

Basically, murabahah is the process of buying and selling goods when the original price and profit have been known and agreed upon by both parties beforehand. Meanwhile, in Islamic banking, a murabahah contract is a type of contract that can be interpreted as often used to buy products by banks at the customer's request and then sell to customers at a pre-agreed purchase price and profit (Nursalim, 2025).

By fulfilling the above principles and provisions, it is hoped that the murabahah contract can run in accordance with sharia principles and provide benefits for both parties. Since the amendment of Law No. 7 of 1989 with Law No. 3 of 2006 concerning Religious Courts, the competence of the Religious Courts has been expanded. In addition to being given the authority to adjudicate, decide, examine, and resolve first-level disputes between Muslims in areas such as: marriage, inheritance, grants, wills, and ZISWA (zakat, infaq, *Shadaqah*, and waqf). Religious Courts are also given the authority to adjudicate, decide, examine, and resolve sharia economic disputes (Ahmad Baihaki & Prasetya, 2021).

This has been regulated in Article 49 letter (i) of Law Number 3 of 2006 concerning the First Amendment to Law Number 7 of 1989 concerning Religious Courts as follows: Religious Courts have the obligation to decide, examine, and settle first-instance cases among Muslims in the fields of: (a) marriage, (b) inheritance, (c) will, (d) grants, (e) walaf, (d) hibah, (f) zakat, (g) infaq, (h) *Shadaqah,* and finally (i) Sharia economics (Law of the Republic of Indonesia Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts). In his statement, what is meant by "sharia economy" is an activity or business action that is carried out in accordance with sharia principles, such as:(Directory of Supreme Court Decisions of the Republic of Indonesia, 2008) (a) Islamic banks, (b) Islamic financial institutions, (c) Islamic insurance, (d) Islamic reinsurance, (e) Islamic mutual funds, (f) Islamic bonds and Islamic medium-term securities, (g) Islamic securities, (h) Islamic financing, (i) Islamic pawnshops, j) Islamic financial institution pension funds, and finally (k) Islamic business. In addition, the authority of the Religious Court is also written in Law Number 21 of 2008 concerning Sharia Banking in Article 55 it is stated that: *First*

The settlement of sharia banking disputes is carried out by the court in the Religious Court. *Second* In the event that the parties have agreed to dispute resolution other than as intended in paragraph (1), dispute resolution shall be carried out in accordance with the content of the Agreement. *Third* Dispute resolution as referred to in paragraph (2) does not conflict with Sharia Principles.

In the explanation of the above article, what is said to be a dispute settlement carried out in accordance with the content of the contract is an effort in the form of a settlement in a judicial institution within the scope of religion such as: (a) deliberation, (b) mediation, (c) through the National Sharia Arbitration Board (Basyarnas) or using other judicial institutions but not a general court.

As in the decision Number 220/Pdt.G/2023/PA/Psp that it is clear that sharia contracts are *al-murabahah financing*, and the object of sharia contracts is also for oyster mushroom cultivation. The Padangsidimpuan Religious Court rejected considering that the plaintiff did not inform the plaintiff about the auction process, both the auction winner and the price of the auction results. That the Plaintiff postulates that there has been a contract between the Plaintiff and Defendant I which is contained in the murabahah contract between the Plaintiff as the debtor and Defendant I as the creditor with collateral in the form of a piece of land and certified building (SHM) No. 00401 dated September 13, 2011. Defendant II is the party that carried out the auction of dependent rights in the form of a certified piece of land and buildings on it (SHM) no. 00401 dated September 13, 2011, then the auction was won by the Joint Defendant.

This can be seen from the consideration of petitum in the decision. Where the petitum states that defendants I, II, and co-defendants have committed unlawful acts. Considering article 1365 of the Civil Code. That every act that violates the law and harms others is obligatory for the person who caused the harm to compensate for it. If weighed from Article 1365 of the Civil Code, it can be seen that every act that is said to be unlawful if it meets the following conditions: There must be an action, whether it is positive (doing) or negative (not doing), The action must be against the law, There are drawbacks, There is a causal relationship between the unlawful act and its harm, There is an error or omission.

It turns out that the Plaintiff stated that Defendant I, had committed an unlawful act because he did not provide a copy of the murabahah agreement to the Plaintiff and did not notify the identity of the auction winner, the acquisition of the auction price results and did not give the rest to the Plaintiff. that the al murabahah contract between the Plaintiff and Defendant I had been made before a notary where the Plaintiff and Defendant I were present and signed the notary

deed directly, Based on this, the Plaintiff and Defendant I are deemed to have understood and agreed to all the contents contained in the contractual agreement. that there is no provision either in the form of a regulation or an agreement between the Plaintiff and Defendant I that stipulates that Defendant I is obliged to submit a copy of the al murabahah financing contract deed to the Plaintiff. the legal facts obtained above even though it is proven that Defendant I did not provide a copy of the murabahah contract agreement to the Plaintiff, but it is not an obligation for Defendant I because it is not so specified and there is no agreement between the Plaintiff and Defendant I so that Defendant I's actions do not include unlawful acts. even though Defendant I did not provide a copy of the al murabahah contractual agreement to the Plaintiff, the action also did not cause direct harm to the Plaintiff, even after it was implemented, the Plaintiff got benefits in the form of benefits from the financing provided by Defendant I to the Plaintiff, so that the action of Defendant I not providing a copy of the al murabahah contractual agreement to the Plaintiff did not meet the element of loss.

Because there is no obligation of Defendant I to provide a photocopy of the al murabahah financing contract deed to the Plaintiff, Defendant I's action of not providing a photocopy of the al murabahah financing contract deed is not the fault or negligence of Defendant I, so it does not meet the elements of error. The action of Defendant I who did not notify the auction process and the results to the Plaintiff, then based on the legal facts in *this case,* before the auction was carried out, the Plaintiff had known the plan, while for the identity of the auction winner, it was not the obligation of Defendant I to notify the Plaintiff directly without being asked. The acquisition of the auction proceeds has been transferred to the Plaintiff's account, with the transfer in addition to placing the acquisition of the auction proceeds to the Plaintiff's account, also at the same time informing the amount of the acquisition of the auction proceeds that has been deducted from the auction fee, therefore it is not proven that Defendant I did not notify the amount of the acquisition of the auction proceeds, and did not provide the acquisition of the auction proceeds to the Plaintiff. Thus, the act of Defendant I not providing a copy of the al murabahah contract agreement and not notifying the identity of the auction winner is not the fault of Defendant I, the act does not meet the elements of unlawful acts. Based on these legal considerations, Defendant I was not proven to have committed an unlawful act. The Plaintiff stated that Defendant II had committed an unlawful act because he did not inform the Plaintiff about the auction data including the price of the auction results and the auction organizer. That in principle, Defendant II conducted the auction at the request of Defendant I, so that the auction process carried out by

Defendant II was responsible to Defendant I and not to the Plaintiff, so that it was not proven that Defendant II had committed an unlawful act against the Plaintiff. Unlawful acts by the Joint Defendant as the Plaintiff's postulate, in this case the Plaintiff did not explain what acts were done by the Joint Defendant so that it was considered to have committed an unlawful act, so it is not proven that the Defendant has committed an unlawful act. Therefore, the Plaintiff's application for Defendant I, Defendant II and Joint Defendant to be declared to have committed an unlawful act must be rejected; 2. Petitum states that the financing facility of the Al-Murabahah Agreement between the Plaintiff and Defendant I is not based on Islamic Sharia principles. A contract can be said to be in accordance with sharia principles if it has fulfilled the principles and provisions of the contract, and if the contract is declared not to be in accordance with sharia principles, then the contract can be null and void. The contract that has been made between the Plaintiff and Defendant I has fulfilled the principles and provisions of the contract as described in articles 22 to 25 of the Preparation of Sharia Economic Law. The al *murabahah agreement* between the Plaintiff and Defendant I has been executed and is already running and the Plaintiff has benefited from the contract. The third petitum states that the auction of the object of dependent rights over land and buildings in accordance with the Certificate of Property Rights (SHM) No. 00401 dated September 13, 2011 conducted by Defendant II together with Defendant I and the Joint Defendant is invalid and has no legal force. It is proven that the Plaintiff committed a default, namely by not paying the Plaintiff's obligations to Defendant I for the contract between the Plaintiff and Defendant I, so that Defendant I submitted an application for an auction of collateral objects to the State Goods and Auction Service Office (KPKNL). In essence, the Plaintiff requested that the Plaintiff's collateral object auction by Defendant II be declared invalid and have no legal force because Defendant II kept confidential information related to the auction implementation, including the identity of the auction winner. All information regarding the implementation and results of the auction is contained in the auction minutes made by the State Goods and Auction Services Office (KPKNL), in this case Defendant II. Based on article 93 of the Regulation of the Minister of Finance of the Republic of Indonesia number 213/PMK.06/2020, the Plaintiff is not one of the parties who can obtain authentic quotes/copies/grosses from the auction minutes, meaning that Defendant II is not obliged to deliver the auction minutes to the Plaintiff.

In this case, it is clear that the Plaintiff has a legal interest in *the aquo* case so that the Panel of Judges considers that the Plaintiff is the party with legal standing in *the aquo case*, therefore Defendant II's exclusion regarding

disqualification in persona must be declared rejected. Sharia economic disputes have never been examined by the Padangsidimpuan Religious Court, so the Panel of Judges views that the legal remedies taken by the Plaintiff are appropriate, therefore the exclusion of Defendant II against the Plaintiff wrongly submitting a legal remedy must be declared rejected. Defendant II postulates that the Plaintiff's lawsuit is an unclear or *obscure defamation* because the Plaintiff did not explain what unlawful acts had been committed by Defendant I and Defendant II and that the Plaintiff's posita and petitum contradicted each other. that in his lawsuit the Plaintiff postulated that Defendant I and Defendant II had committed an act, namely auctioning an object belonging to the Plaintiff in a manner that was not in accordance with the law applies by keeping the auction process confidential so that the act in the form of an auction causes losses to the Plaintiff with the loss of the Plaintiff's rights in the form of ownership of the object of ownership.

CONCLUSION

The Panel of Judges considered that the Plaintiff had postulated the existence of elements of unlawful acts even though the truth must be further proven by the Plaintiff, but the Plaintiff had explained the existence of elements of unlawful acts in *this case.* The *aquo case* began with the existence of an al-Murabahah financing agreement carried out by the Plaintiff and Defendant I with a Guarantee which was then bound by the Deed of Grant of Dependent Rights to Defendant I and then continued until the execution auction was conducted by Defendant II on the object that had been bound by the Deed of Dependent Rights, then the Defendant was the winner of the execution auction, therefore, the trial of Defendant II by the Plaintiff did not make the lawsuit of error in persona, therefore Defendant II's exclusion regarding the plaintiff's *claim of error in* persona must be declared rejected.

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