

Analisa kasus murabahah dalam perbankan syariah berdasarkan putusan peninjauan kembali No.56/PK/AG/2011 = Analysis on al murabaha case in islamic banking based on judicial review verdict No.56/PK/AG/2011

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Abstrak

[Skripsi ini membahas konsep akad dan wa'ad dalam pembiayaan murabahah dengan menghubungkan topic tersebut dengan salah satu kasus antara Perbankan Syariah dan Nasabah. Kasus ini terjadi pada saat Bank Syariah tidak memberikan pencairan dana kedua dalam pembiayaan kepada Nasabah. Skripsi ini mengkaji lebih lanjut pemenuhan rukun akad, pemenuhan perjanjian dalam akad oleh para pihak dan apakah putusan pengadilan telah dibuat dengan tepat atau tidak. Penelitian ini dibuat dengan cara penelitian hukum normatif dengan pendekatan kualitatif sebagai data analisisnya. Penulis menemukan bahwa akad tersebut mengandung gharar dikarenakan ketidakpastian harga barang dalam transaksi, dimana harga dari barang seharusnya diketahui dan disetujui oleh kedua belah pihak dalam murabahah. Kemudian, Nasabah sebagai salah satu pihak dalam perjanjian tidak memenuhi perjanjian yang dicantumkan didalam akad dengan tidak memberikan IMB (Izin Mendirikan Bangunan) kepada Bank Syariah.

;This thesis discusses the concept of aqd and wa'ad in murabaha financing by correlating the discussion to one of the case between Islamic Bank and Customer. The case is happening when the Islamic Bank is not giving the second disbursement of the financing to the Customer. This thesis studied further the fulfillment of pillars of aqd, fulfillment of obligations in the aqd by the parties and whether court decisions have been made properly or not. The research conducted through Normative Legal Research with qualitative approach as the data of analysis. The author found that the aqd is contain with gharar because of the uncertainty of price of the goods in the transaction, where the price of the goods shall be known and agreed by both of the parties in murabaha. Then, the Customer as one of the parties is not fulfill the obligation as stated in the aqd by not giving the building permit to the Islamic Bank.

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