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THE CONCEPT OF MUQASAH ON MURABAHAH FINANCING IN THE PERSPECTIVE OF FATWA DSN-MUI

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Abstrak:

Pembahasan tentang potongan angsuran, termasuk dalam definisi lain cashback atau potongan harga dalam pembiayaan murabahah, secara definitif, pelaksanaan, dan sistem pencatatannya, sudah lazim dikenal dengan sebutan muqasah. Mengenai pembiayaan murabahah, MUI telah membentuk DSN yang di antara tugasnya adalah mengeluarkan fatwa atas jenis-jenis kegiatan keuangan dan produk keuangan syariah, sekaligus mengawasi penerapan fatwa yang telah dikeluarkannya melalui DPS. Penelitian ini bertujuan untuk mendeskripsikan konsep muqasah pada pembiayaan murabahah dalam perspektif Fatwa DSN-MUI. Penelitian ini menggunakan metodologi kualitatif, deskriptif, dan kepustakaan. Hasil yang didapat, muqasah dalam pembiayaan murabahah dimungkinkan dapat terjadi dalam tiga kondisi, yaitu diskon dalam murabahah (Fatwa DSN No: 16/DSN-MUI/IX/2000), potongan pelunasan dalam murabahah (Fatwa DSN No: 23/DSN-MUI/III/2002), dan potongan tagihan murabahah (Fatwa DSN No: 46/DSN-MUI/II/2005). Adapun metode dalam pemberiannya adalah diberikan pada saat pelunasan, yaitu LKS mengurangi piutang murabahah dan keuntungan murabahah, atau diberikan setelah pelunasan, yaitu LKS menerima pelunasan piutang dari nasabah dan kemudian membayarkan potongan pelunasannya kepada nasabah.

Kata Kunci: Muqasah; Pembiayaan murabahah; Fatwa DSN-MUI

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Abstract:

The discussion on installment discounts, including in other definitions of cashback or price discounts in murabaha financing, definitively, its implementation, and its accounting system, is commonly known as muqasah. Regarding murabaha financing, MUI has established a DSN whose duties include issuing fatwas on types of financial activities and Islamic financial products, as well as supervising the implementation of fatwas that have been issued through DPS. This research aims to describe the concept of muqasah in murabahah financing in the perspective of Fatwa DSN-MUI. This research used qualitative, descriptive, and literature methodology. The results obtained, muqasah in murabaha financing is possible in three conditions, namely discounts in murabaha (Fatwa DSN No: 16/DSN-MUI/IX/2000), repayment discounts in murabaha (Fatwa DSN No: 23/DSN-MUI/III/2002), and discounts on murabaha installment (Fatwa DSN No: 46/DSN-MUI/II/2005). The method of giving it is given at the time of settlement, i.e. LKS reduces murabahah receivables and murabahah profits, or it is given after settlement, i.e. LKS receives repayment of receivables from the customer and then pays the repayment discount to the customer.

Keywords: *Muqasah; Murabaha financing; Fatwa DSN-MUI*

INTRODUCTION

Islam commands humans to seek lawful sustenance from various forms of Allah Swt. gifts on earth.¹ As the word of Allah swt. in the surah al-Jumu'ah verse 10: Means: "And when the prayer has been concluded, disperse within the land and seek from the bounty of Allah, and remember Allah often that you may succeed".

One way to make a living is to trade. All offers, initiatives, and variations on goods/services instruments continue to grow and become more diverse to meet consumer needs.² There are many types of offers given to consumers to make them interested in buying an item/service.³ LKS (Islamic Financial Institutions) are also required to be more creative and

¹ Veithzal Rivai Zainal et al., *Islamic Marketing Management* (Jakarta: Bumi Aksara, 2017), 1.

² Zainuddin and Nilam Cahya, "Pengaruh Promo Penjualan Dan Cashback Terhadap Minat Beli Kendaraan Pada PT Hadji Kalla Palopo," *Journal of Institution and Sharia Finance* 2, no. 2 (2019): 2, <https://doi.org/10.24256/joins.v2i2.1469>.

³ Philip Kotler and Kevin Lane Keller, *Manajemen Pemasaran* (Jakarta: PT Indeks, 2007), 10.

innovative in facing a high level of competition.⁴ However, this challenge is sometimes not matched by an evaluation of its application, criticism of its renewal, or support from the side of regulation, service, and application of the concepts and principles.⁵

There is an instrument of behavior from trading activities that aims to influence consumer decisions, namely by providing relief to consumers in order to obtain goods or services, or known as cashback, which can make the rhythm of the heart and desires of consumers change and consider it carefully to choose a product/service. Cashback can also be interpreted as a form of discounted selling price for consumers, but it is given at the end, usually in the form of nominal money.⁶

In financing transactions, cashback is sometimes given in the middle of a transaction or some is given at the time of debt repayment. Cashback is given with various conditions, such as having to pay installments in an orderly manner or being able to pay off installments before maturity.⁷ In general, cashback is a form of promotion used to increase turnover and consumer attention so that they are interested in making transactions. The scheme/system for using cashback in product sales promotion can be applied in all aspects of trade, such as financial institutions, banks, or other trading business units.

Cashback is sometimes given after a price mark up. Mark up is the difference between the price of goods/services and the price being traded.⁸ This mark up is basically used to optimize profits.⁹

The discussion about cashback or price discounts in the concept of Islamic economics is closer to the word “*muqasah*”. According to language,

⁴ Syahrudin Kadir and Muh. Amir Basri, “Strategi Pemasaran Amanah Finance Cabang Bulukumba Dalam Meningkatkan Pembiayaan Murabahah,” *Kodifikasia: Jurnal Penelitian Islam* 15, no. 2 (2021): 245, <https://doi.org/10.21154/kodifikasia.v15i2.2277>.

⁵ Supriatna, Irpan Helmi, and Nurrohman, “Mudharabah Scheme Within the Islamic Banking: Profit Sharing and Associated Problem in It,” *Kodifikasia: Jurnal Penelitian Islam* 14, no. 2 (2020): 236, <https://doi.org/10.21154/kodifikasia.v14i2.2121>.

⁶ Heni Puji Lestari, Kusni Hidayati, and Ali Rasyidi, “Analisis Peranan Cashback Dalam Upaya Meningkatkan Efektivitas Pengendalian Umur Piutang Pada CV Master Mat Surabaya,” *E-Journal Akuntansi “EQUITY”* 2, no. 3 (2016): 400.

⁷ Zainuddin and Cahya, “Pengaruh Promo Penjualan Dan Cashback Terhadap Minat Beli Kendaraan Pada PT Haji Kalla Palopo.”

⁸ Muhammad Makmun, “Konstruksi Fiqh Jinayah Tentang Tindak Pidana Bisnis,” in *Prosiding Seminas Competitive Advantage* (Jombang: Universitas Pesantren Tinggi Darul ‘Ulum, 2012), 2.

⁹ Aris Rahmaddillah, “Mark Up Penjualan Harga Tiket Bus Pada Loker Terminal Batoh Dalam Perspektif Tas’ir Al-Jabari (Studi Tentang Penyimpangan Harga Dari Ketetapan Organda Banda Aceh),” *Petita* 3, no. 2 (2018): 244, <https://doi.org/10.22373%2Fpetita.v3i2.4047>.

muqasah comes from Arabic, namely “مقاصة” which means “cleaning”.¹⁰ According to the term, *muqasah* is the provision of a discount on the repayment of financing (especially *murabahah*) which is given when the debt is paid off before maturity.¹¹ Giving *muqasah* can be done as a gift because the customer has been able to pay off the debt before maturity.¹² *Muqasah* is considered as a form of concern for consumers, so that with the holding of *muqasah*, consumers can get the goods they need at a cheaper price.

Settlement discount on a *murabahah* receivable given to a customer who is able to pay it off before maturity or on time, is a reduction in the *murabahah* margin that should have been taken by LKS in the previous agreement. Discounts are given after payment. This means, LKS receives repayment of receivables from customers and then pays a discount on the repayments to customers. This *murabahah* discount is recognized as a deduction from *murabahah* profits.¹³ Giving back profits to be taken by LKS to customers is permissible, but cannot be agreed upon, because it is not included in the pillars and conditions of *murabahah*.¹⁴

Based on the description above, an understanding can be drawn that there are similarities in terms of cashback, price discounts, and *muqasah*.¹⁵ Therefore, definitively, the meaning of cashback, discount, and *muqasah* are related. Cashback is a form of discounted selling price,¹⁶ while *muqasah* is giving a discount on the repayment of financing (in this discussion it is *murabahah*).¹⁷

Regarding *murabahah* financing, the MUI (Indonesian Ulama Council) has established DSN (National Sharia Board) whose duties include issuing *fatwa* on types of financial activities and sharia financial products, as well as supervising the implementation of the *fatwa* that have been issued

¹⁰Farzad Parsa, “A Comparative Study of Muqassa in Islamic Jurisprudence and Tahatur in Iranian Law,” *Fiqhe Moqaran* 4, no. 8 (2017): 67–91.

¹¹Suci Pratika Devi, “Aplikasi Penetapan Diskon Dalam Pelunasan Murabahah Di Perbankan Syariah (Studi Kasus PT Bank Muamalat KC Medan Balaikota)” (Universitas Muhammadiyah Sumatera Utara, 2020), 68.

¹²Bambang Hermanto, *Hukum Perbankan Syariah* (Pekanbaru: Suska Press, 2012), 29.

¹³Abdul Ghofur Anshori, *Pokok-Pokok Hukum Perjanjian Islam Di Indonesia* (Gresik: Citra Media, 2006).

¹⁴Adiwarman A. Karim, *Bank Islam: Analisis Fiqh Dan Keuangan* (Jakarta: PT Raja Grafindo Persada, 2010), 45.

¹⁵Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori Ke Praktik* (Depok: Gema Insani, 2001), 45.

¹⁶Lestari, Hidayati, and Rasyidi, “Analisis Peranan Cashback Dalam Upaya Meningkatkan Efektivitas Pengendalian Umur Piutang Pada CV Master Mat Surabaya.”

¹⁷Devi, “Aplikasi Penetapan Diskon Dalam Pelunasan Murabahah Di Perbankan Syariah (Studi Kasus PT Bank Muamalat KC Medan Balaikota).”

through the DPS (Sharia Supervisory Board).¹⁸ This aims to maintain sharia principles in its operations, namely not carrying out activities *maysir*, *gharar*, *riba*, *risywah*, and *zalim*.¹⁹

Furthermore, regarding the discussion of *muqasah*, there are several previous studies related to. *First*, Fika Infriyani, *muqasah* is an installment discount that should be received by LKS on the margin of *murabahah* financing.²⁰ *Second*, Amir Mukadar, et al., provisions for the provision of *muqasah* margin for customers: (a) Giving *muqasah* margin can be considered if the repayment is made after installment payments have occurred at least 12 times; (b) The provision of *muqasah* margin is given to customers with consideration of a letter of application from the customer and obtaining approval from the board of directors/chairman in accordance with applicable regulations regarding the provision of *muqasah*.²¹ *Third*, Bella Aprilia Andika Putri and Sugeng Praptoyo, upon receipt of installments from customers (principal and margin) using cash basis revenue recognition, namely revenue is only recognized when cash is actually received. The installment discount at the margin over the next number of months from the margin that has not yet been due and has not been received is recognized as a discount expense (*muqasah*) by the bank.²²

Based on previous research, definitively, the implementation, and the recording system in *murabahah* financing, it can be understood that installment discounts, including other definitions of cashback or price discounts in *murabahah* financing, are commonly known as *muqasah*. There are things that are also important, but have not been described further in previous research, namely the concept of *muqasah* on *murabahah* financing in the perspective of the *fatwa* DSN-MUI.

This research uses qualitative, descriptive, and literature methodologies. This research is more of a follow up research to complement things that

¹⁸ Muhammad Amin Suma, *Menggali Akar Mengurai Serat Ekonomi & Keuangan Islam* (Tangerang: Kholam Publishing, 2008), 372.

¹⁹ Angrum Pratiwi, Fitra Rizal, and Dedy Mainata, "Spin Off Perbankan Syariah Di Indonesia: Proyeksi Perhitungan Dan Studi Kritis Peraturan," *Kodifikasia: Jurnal Penelitian Islam* 15, no. 2 (2021): 233, <https://doi.org/10.21154/kodifikasia.v15i2.2722>.

²⁰ Fika Indriyani, "Analisis Kebijakan Muqasah Pada Pembiayaan Murabahah Di KSPPS BMT Mitra Muamalah KCP Ngabul" (UNISNU Jepara, 2020), 5, <http://eprints.unisnu.ac.id/id/eprint/548/>.

²¹ Amir Mukadar, Hesti Setiorini, and Dharma Setiawan, "Analisis Pembiayaan Murabahah Pada Lembaga Keuangan Mikro Syariah (LKMS) (Studi Kasus Pada LKMS MM Sejahtera Kota Bengkulu)," *Jurnal Ilmiah Akuntansi, Manajemen, Dan Ekonomi Islam (JAM-EKIS)* 4, no. 1 (2021): 224, <https://doi.org/10.36085/jam-ekis.v4i1.1274>.

²² Bella Aprilia Andika Putri and Sugeng Praptoyo, "Mekanisme Dan Perlakuan Akuntansi Pembiayaan Murabahah Berdasarkan PSAK No. 102," *Jurnal Ilmu Dan Riset Akuntansi (JIRA)* 9, no. 11 (2020): 6, <http://jurnal.mahasiswa.stiesia.ac.id/index.php/jira/article/view/3712>.

may not have been discussed in previous research,²³ especially regarding the concept of *muqasah* on *murabahah* financing in the perspective of the *fatwa* DSN-MUI. Based on this method, the data collection uses the documentation method.²⁴ Initial data was collected by direct observation method on library sources.²⁵ The data obtained is then processed by editing and organizing the data, then analyzed by the deduction method,²⁶ the goal is to get as complete a description as possible regarding the concept of *muqasah* on *murabahah* financing in the perspective of the *fatwa* DSN-MUI. The analysis process is carried out continuously from start to finish. The analysis process in question includes data interpretation, language translation, word editing, and compiling it in a logical systematic way, so that the resulting description can become a complete concept building that is easy to understand.²⁷

DISCUSSION

Etymologically, *muqasah* comes from the word “*qassah*” which means “*punish, discipline, or if he has a debt of goods to the owner then he is disciplined as a debt maker*”.²⁸ In terminology, *muqasah* means the elimination of a debt that a person asks for against his opponent in exchange for a debt that person needs for his debtor, this is one way to pay off his debt. According to Ibnu Juzi from *Mazhab* Maliki, “*Muqasah is a reduction or deduction from a debt in which there is musyarakah, mu’awadhah, and hiwalah*”.²⁹

Muqasah is divided into two, namely: (1) *Ikhtariyah*, that is an option obtained from the agreement of both parties. This concept is used if there are differences between debt payments in terms of type, nature, strengths, and weaknesses. This concept can be done by agreement between the debtor and creditor; (2) *Jabariyah*, which is a perspective derived from the return

²³ Devid Frastiawan Amir Sup, Selamat Hartanto, and Rokhmat Muttaqin, “Konsep Terminasi Akad Dalam Hukum Islam,” *Ijtihad: Jurnal Hukum Dan Ekonomi Islam* 14, no. 2 (2020): 139, <https://doi.org/10.21111/ijtihad.v14i2.4684>.

²⁴ Devid Frastiawan Amir Sup, “The State’s Efforts in Preserving the Environment Through Regulation,” *Sustainability: Theory, Practice and Policy* 1, no. 2 (2021): 203.

²⁵ Malahayatie and Suryani, “Aplikasi Syirkah Berbasis Bagi Hasil Tangkapan Ikan Nelayan: Perspektif Sosial Ekonomi,” *Kodifikasia: Jurnal Penelitian Islam* 14, no. 2 (2020): 410, <https://doi.org/10.21154/kodifikasia.v14i2.2141>.

²⁶ Devid Frastiawan Amir Sup, “Wakaf Kontemporer Di Indonesia Dalam Perspektif Hukum Dan Fatwa,” *Jurnal Hukum Ekonomi Syariah* 4, no. 2 (2021): 239, <https://doi.org/10.30595/jhes.v4i2.11093>.

²⁷ Devid Frastiawan Amir Sup, “Government Efforts to Prevent Potential Violence Against Women During the Covid-19 Pandemic in Indonesia,” *Syariah: Jurnal Hukum Dan Pemikiran* 21, no. 1 (2021): 103–24, <https://doi.org/10.18592/sjhp.v21i2.4146>.

²⁸ Department of Islamic Research and Encyclopedias Kuwait, *Al-Mausu’ah Al-Fiqhiyah* (Kuwait: Kuwait Ministry of Awqaf and Islamic Affairs, 1983), 329.

²⁹ Kuwait, *Al-Mausu’ah Al-Fiqhiyah*.

on debt under certain conditions. In order to carry out *muqasah jabariyah*, Legal experts argue that debt must be combined in form, nature, strength, and weakness, so that debt payments can be agreed between the two parties. However, this concept is not carried out in the concept *ikhtariyah*.³⁰ The *muqasah* system itself is far from usury because *muqasah* does not grow and develop. This is based on the etymological understanding of usury which means to grow and develop.³¹

The legal basis of *muqasah* is based on the al-Qur'an. First, the word of Allah Swt. in surah an-Nisa' verse 29: Means: "O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful". Second, the word of Allah Swt. in surah al-Mumtahanah verse 11: Means: "And if you have lost any of your wives to the disbelievers and you subsequently obtain [something], then give those whose wives have gone the equivalent of what they had spent. And fear Allah, in whom you are believers". Third, the word of Allah Swt. in surah al-Baqarah ayat 282: Means: "O you who have believed, when you contract a debt for a specified term, write it down". Fourth, the word of Allah Swt. in surah al-Maidah ayat 1: Means: "O you who have believed, fulfill [all] contracts".

Furthermore, the legal basis of *muqasah* is based on *hadis*. First, *hadis* narrated by al-Baihaqi and Ibnu Majah, authenticated by Ibnu Hibban, "From Abu Sa'id al-Khudri that Rasulullah Saw. said, "In fact, buying and selling can only be done with the willingness of both parties".³²

Second, *hadis* narrated by al-Thabrani in al-Kabir and al-Hakim on al-Mustadrak which states that this *hadis* is authentic, "Ibnu Abbas narrated that Rasulullah Saw. when he ordered to expel the Bani Nadhir, some of them came and said: "O Nabiallah, indeed you have ordered to expel us while we have debts on people who are not yet due", then Rasulullah Saw. said, "Give relief and collect it more quickly".³³

Third, *hadis* narrated by Tirmidzi from 'Amr bin 'Auf, "Agreements can be made between Muslims except for peace which forbids what is lawful or makes lawful what is unlawful, and Muslims are bound by their conditions except for conditions that forbid what is lawful or make lawful what is unlawful."³⁴

Fourth, *hadis* narrated by five Imam, authentic *hadis* according to Hakim, "Musa bin Ismail and Muhammad bin Mahbub tell us the meaning is one. They

³⁰ Ibid.

³¹ Wahbah Al-Zuhayli, *Al-Fiqh Al-Islami Wa Adillatuhu* (Beirut: Dar al-Fikr, 1997), 3697.

³² Ibnu Majah, *Sunan Ibnu Majah* (Beirut: Dar al-Fikr, 1995), 737.

³³ Hermanto, *Hukum Perbankan Syariah*.

³⁴ Ibid.

say that Hammad informed us of Sammak bin Harb of Sa'id bin Jubair authority over Ibnu Umar Ra. said, I said, "O Rasulullah Saw., I sell camels in Baqi'. I sell for dinars but I receive dirhams, I sell for dirhams but I receive dinars, I take this from this but I receive that from that". Then Rasulullah Saw. said, "It is okay for you to take it at a price on that day as long as the two of you have not separated and there is no problem between the two of you".³⁵

Fifth, "It has been proven *muqasah* in sharia with Ibrahim ibn al-Mundhir what Wahab narrated to us about Jabir, that Jabir told Wahab, that his father had died and left him thirty wasaq of dates to a Jew, and Jabir asked Wahab for help but he refused help him. Then Jabir came to Rasulullah Saw. to ask him for help, then Rasulullah Saw. came and spoke to the Jew to take his dates, but he refused, so Rasulullah Saw. entered the date palm tree and walked in it, then said to Jabir, "Take his property and give it to him", so he found his right after Rasulullah Saw. returned, the amount of thirty wasaq and was given to him the offer of seventeen wasaq. So Jabir came back to Rasulullah Saw. to tell him what he was doing, and he found that Rasulullah Saw. was performing the *ashar* prayer, and when Rasulullah Saw. finished, he told him about what he was doing, then Rasulullah Saw. said, "Tell this to Umar bin Khatab", then Jabir went to Umar bin Khatab and told him, then Umar said, "I knew when Rasulullah Saw. walk there to bless you".³⁶

Then, the legal basis for *muqasah* is based on *fiqh* rules: (1) Basically, all forms of *muamalah* can be done unless there is evidence that forbids it. Every *muamalah* activity and transaction is basically allowed, except for those that are expressly forbidden such as causing harm, such as deception (*tadlis*), uncertainty (*taghdir*), gambling, and usury;³⁷ (2) The basic law in the contract is the willingness of both parties to enter into the contract and the results are mutually determined in the contract. Every transaction must be based on freedom and willingness, there is no element of coercion or disappointment of either party. If this happens, the transaction is invalid;³⁸ (3) Every condition in a transaction that aims at the success and purpose of the transaction, is allowed. Every transaction must have benefits for both parties;³⁹ (4) It is not permissible for someone to distribute other people's property without giving the authority of the owner. A right of ownership

³⁵ Muhammad bin Ahmed Ali Wasel, *Ahkam Al-Muqasat Fi Al-Fiqh Al-Islami Wa Tatbiqatiha Al-Mu'asira* (Riyadh: Madar al-Wathan li al-Nasyr, 1900), 30.

³⁶ Ibnu Hajar Al-Asqalani, *Fath Al-Bari Bi Syarh Shahih Al-Bukhari* (Beirut: Dar al-Hadis, 1449), 60.

³⁷ H. A. Djazuli, *Kaidah-Kaidah Fikih* (Jakarta: Kencana Prenada Media Group, 2006), 130.

³⁸ Muhlish Usman, *Kaidah-Kaidah Ushuliyah Dan Fiqhiyah* (Jakarta: Rajawali Pers, 1993), 184.

³⁹ Usman, *Kaidah-Kaidah Ushuliyah Dan Fiqhiyah*.

of goods can be transacted in accordance with the existing contract, but must be under the supervision and knowledge of the owner, and no one is allowed to take the goods without permission from the owner;⁴⁰ (5) It is not permissible for someone to take someone else's property without a *syar'i* reason. The emphasis on the meaning of this rule is on the basis of *syara'* law or the absence of *syara'* law in collecting, taking, paying off debts, and others. If there is no *syara'* legal basis, then neither party is allowed to take, collect, or forcibly take other people's property.⁴¹

Furthermore, the legal basis of *muqasah* is based on *qiyas*. Many scholars have different opinions regarding *muqasah*, namely: (1) *Muqasah* comes from the *isqath* type, because something that is lost is absolute and must be replaced;⁴² (2) Imam Syafi'i, Imam Maliki, and Imam Hambali argues that *muqasah* is part of *hiwalah*, because it has conditions to replace or move like *hiwalah* conditions;⁴³ (3) *Muqasah* is the sale of debt with debt;⁴⁴ (4) *Muqasah* is *al-ibra'*. The term debt relief in Islam is called *al-ibra'* which means to let go and distance yourself from something, namely the elimination of one's debt by the debtor. In *fiqh*, *al-ibra'* means the cancellation of the debt and make it the property of the debtor;⁴⁵ (5) *Muqasah* is *qardh*. The equation is in the *qardh* loan that is given is the provision of funds or claims that can be equated with it based on an agreement between the borrower and the lender which requires the borrower to repay the debt after a certain period of time.⁴⁶

The pillars of *muqasah* refers to the pillars of the contract. According to the opinion of the scholars, every contract must have the following provisions: (1) *Sighah*, namely *ijab* and *qabul*; (2) *'Aqidain*, namely the two parties to the contract; (3) *Al-ma'qud 'alaihi*, namely the object of a contract.⁴⁷

Muqasah is carried out based on the following conditions: (1) Both parties in the *muqasah* become debtors and creditors for the other party; (2) Both debts must be specified in the obligation, if one or both of them is a debt of *salam* or a debt of dowry (*mahar*), then *muqasah* will not occur because there is an instability of the agreement; (3) *Muqasah* does not require legal prohibitions such as usury or suspicion of usury, such as not

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Al-Dasuqi, *Hasyiyah Al-Dasuqi Juz 3* (Beirut: Dar al-Kutub al-Ilmiyyah, 1970), 228.

⁴³ Al-Dasuqi, *Hasyiyah Al-Dasuqi Juz 3*.

⁴⁴ Ibid.

⁴⁵ Ibid.

⁴⁶ Muhammad bin Yaqoub, *Al-Qamus Al-Muhit* (Cairo: Dar al-Hadith, 2008), 840.

⁴⁷ Wahbah Al-Zuhayli, *Al-Fiqh Al-Islami Wa Adillatuhu Juz 4* (Damascus: Dar al-Fikr, 2008), 15.

holding each other's obligations in exchange; (4) One of the two debts has nothing to do with the other's right to compensation as the recipient's right; (5) If the amount of debt differs in *muqasah*, then a debt ends; (6) Profits outside the time agreement will be returned to the lender.⁴⁸

There are opinions of the *imam* of *fiqh* and scholars regarding *muqasah*. According to Imam Syafi'i, *muqasah* means the similarity between two things, "And if a person owes money to another, and he owes it too, they are not different in weight and amount, and they are two streams together, then that is retaliation, and if they are different, it is not *qasas* unless it has been known by both parties".⁴⁹

According to Imam Hanbali, *muqasah* is defined as follows, "Whoever is proven to be indebted by his opponent with the same terms and nature on a debt, paid immediately or deferred directly, not immediately or not immediately deferred, forfeited if the two debts are the same amount if paid, or as much as at least if it is one of the two debts".⁵⁰

According to Imam Hanafi, *muqasah* is voluntary and obligatory. The conditions of execution are optional and require approval and are a waiver or replacement of the debt that has been made. *Muqasah* is absolute, that is, it falls between debt and debt, debt and money, and they also do not regulate the equality between the two debts.⁵¹

According to Imam Malik, release a debt to someone in exchange for losing the debt he owes him in a similar and appropriate way. Imam Malik is of the opinion that the withholding of the repayment of the debt or its payment must be in the same model as the goods that were used as debt before.⁵²

According to Murshid Al-Hiran, *muqasah* is a reward for that person's debt to his opponent.⁵³

According to Al-Marginani, "Whoever has the last ten dirhams, then he sells them, the one who owes ten dinars for ten dirhams, pays one dinar and replaces ten for ten".⁵⁴

According to Imam Baihaqi, "It was narrated when Rasulullah Muhammad Saw. expelled the Bani al-Nadhir from Madinah, Rasulullah was told that he owed some of them and the debt had not yet matured. Rasulullah then said, "dha'awuu wa tu'ajjaluu" (write off some of the receivables and take it early). A friend,

⁴⁸ Al-Zarkashi, *Al-Manthur Fi Al-Qawa'id Al-Fiqhiyah Juz 1* (Kuwait: Kuwaiti Ministry of Endowments, 1985), 392–94.

⁴⁹ Wasel, *Ahkam Al-Muqasat Fi Al-Fiqh Al-Islami Wa Tatbiqatiha Al-Mu'asira*.

⁵⁰ Ibid.

⁵¹ Ibid.

⁵² Ibid.

⁵³ Kuwait, *Al-Mausu'ah Al-Fiqhiyah*.

⁵⁴ Ibid.

Miqad bin Aswad said that he gave a loan to someone for 100 dirhams. He needed the money when Rasulullah sent it with a delegation. He asked the debtor to write off ninety dirhams. When Rasulullah knew about this, he said: "You have involved yourself and the other party with usury". The jurists generally believe that the amount written off (in the first hadis) corresponds to the amount of riba collected for the Jews from Bani al-Nadhir. They revealed this matter based on a history by a well known legal expert, Waqidi regarding the incident. He wrote, "Abu Rafi'i Salam bin al-Haqiq must get 120 dinars from Usaid bin Huzair. He agreed to take the principal amount of 80 dinars and write off the excess". This shows that the amount written off in the case of Ibnu al-Nadhir is profit or margin and not the principal amount. That is why Imam Malik, when giving the views of Ibn Umar and Zaid bin Tsabit regarding the elimination of part of the debt that must be paid by anyone and getting the remaining amount. For Imam Malik, this is like when a person gives a longer time when his receivables are due and adds the amount of debt which is without a doubt classified as usury".⁵⁵

In the perspective of *fiqh*, *muqasah* has the meaning of liberation and cleansing of debts fairly and wisely.⁵⁶ *Muqasah* is allowed because it provides benefits in the form of eliminating excess debt based on the benefits that have been agreed upon by both parties. Debt is an agreement that is bound with goods that are properly guarded. And the debt must be paid by the debtor and those who are in debt must also collect the debt as a form of protection and reminder. *Muqasah* law is grouped into five, namely: (1) *Wajib*, if the party giving the *muqasah* promises it to the recipient which makes the giver burdened by the law that he has set himself or comes from a judge's decision in deliberation; (2) *Sunah*, if there are two people who are in debt, but the debt maker also has another debt. So giving *muqasah* becomes *sunah* for the giver of the debt and the gift becomes *infaq* for the giver of *muqasah*; (3) *Makruh*, if there are two people who make a *muqasah* contract, where one of them wants to give *muqasah*, but the recipient of the *muqasah* does not want to have it, then the *muqasah* giver has no right to force the *muqasah* recipient; (4) *Haram*, if *ra's al-mal* is from a *salam* contract, so that the giving of *muqasah* is not correct, because the *muqasah* property turns into debt while the property is not in the hands of the buyer of *salam*; (5) *Mubah*, if the two parties who make the *muqasah* contract equate the value of the *muqasah* in nature and amount, then they perform *muqasah*, then the *muqasah* becomes permissible and lawful, because of the agreement and the pleasure of both parties.⁵⁷

⁵⁵ Karim, *Bank Islam: Analisis Fiqh Dan Keuangan*.

⁵⁶ Parsa, "A Comparative Study of Muqassa in Islamic Jurisprudence and Tahatur in Iranian Law."

⁵⁷ Wasel, *Ahkam Al-Muqasat Fi Al-Fiqh Al-Islami Wa Tatbiqatiha Al-Mu'asira*.

In Indonesia, the implementation of the *muqasah* concept is closer to a cut in *murabahah* financing, based on Fatwa DSN-MUI No: 111/DSN-MUI/IX/2017 concerning *Murabahah* Sale and Purchase Contracts, with the following conditions. *Bai al-murabahah* contract is a contract for the sale and purchase of an item by confirming the purchase price to the buyer and the buyer pays it at a higher price as profit. The *murabahah* sale and purchase contract may be carried out in the form of *bai' al-murabahah al-'adiyyah* or in the form of *bai' al-murabahah li al-amir bi al-syira'*. The *murabahah* sale and purchase contract must be stated explicitly and clearly and understood by the seller and the buyer. *Murabahah* sale and purchase contracts may be made orally, in writing, gestures, and deeds/actions, and can be carried out electronically in accordance with sharia and applicable laws and regulations. In the event that the *murabahah* sale and purchase agreement is made in writing, the deed of agreement must contain information regarding the acquisition price (*ra's mal al-murabahah*), profit (*al-ribh*), and selling price (*tsaman al-murabahah*).

Provisions regarding the parties: (1) Buying and selling may be carried out by people or those who are equated with people, both legal entities and not legal entities, based on the applicable laws and regulations; (2) The seller (*al-ba'i*) and the buyer (*al-musyitari*) must be legally competent (*ahliyah*) in accordance with sharia and applicable laws and regulations; (3) The seller (*al-ba'i*) must have the authority (*wilayah*) to carry out a sale and purchase contract, both *ashliyyah* authority and *niyabiyyah* authority.

Provisions regarding *mutzman/mabi'*: (1) *Mutzman/mabi'* may be in the form of goods and/or rights that are fully owned by the seller (*milk al-tam*); (2) *Mutzman/mabi'* must be in the form of goods and/or rights that can be used according to sharia (*mutaqawwam*) and may be traded according to sharia and applicable laws and regulations; (3) *Mutzman/mabi'* must exist, be clear/certain, and can be handed over (*qudrat al-taslim*) at the time the *murabahah* sale and purchase contract is executed; (4) In the case of *mabi'* in the form of rights, the provisions and limitations as stipulated in Fatwa MUI No: 1/MUNAS VII/5/2005 concerning the Protection of Intellectual Property Rights (IPR) and applicable laws and regulations apply.

Provisions regarding *ra's mal al-murabahah*: (1) *Ra's mal al-murabahah* must be known (*ma'lum*) by the seller and the buyer; (2) The seller (*al-ba'i*) in the *murabahah* sale and purchase contract may not take *khiyanah/tadlis* actions related to *ra's mal al-murabahah*.

Provisions regarding *tsaman*: (1) The price in the *murabahah* sale and purchase contract (*tsaman al-murabahah*) must be stated with certainty at the time of the contract, either determined through bargaining (*bai' al-*

musawamah), auction (*bai' al-muzayadah*), or tender (*bai' al-munaqashah*); (2) Payment of the price in the sale and purchase of *murabahah* may be made in cash (*al-bai' al-hal*), tough (*al-bai' al-mu'ajjal*), and in installments (*al-bai' bi al-taqsih*), and certain conditions may be by way of a debt meeting (*bai' al-muqashshah*) in accordance with the agreement.

Murabahah which is realized in the form of financing (*al-tamwil bi al-murabahah*), both *al-murabahah li al-amir bi al-syira'* and *al-murabahah al-'adiyah*, apply the provisions (*dhawabith*) and limits (*hudud*) of *murabahah* as contained in Fatwa DSN No: 04/DSN-MUI/IV/2000 concerning *Murabahah*. The application of this *fatwa* in business activities or products must first obtain an opinion from the DPS.

Then, the provisions (*dhawabith*) and limits (*hudud*) of *murabahah* in the form of financing according to Fatwa DSN No: 04/DSN-MUI/IV/2000 concerning *Murabahah*, with the following provisions. General provisions of *murabahah* in Islamic banks: (1) Banks and customers must enter into a usury free *murabahah* contract; (2) Goods that are traded are not forbidden by Islamic sharia; (3) The bank finances part or all of the purchase price of goods whose qualifications have been agreed upon; (4) The bank purchases the goods needed by the customer on behalf of the bank itself, and this purchase must be legal and free of usury; (5) The bank must convey all matters relating to the purchase, for example if the purchase is made on debt; (6) The bank then sells the goods to the customer at a selling price equal to the purchase price plus the profit. In this regard, the bank must honestly tell the customer the cost of goods and the costs required; (7) The customer pays the agreed price for the goods at a certain agreed period of time; (8) To prevent misuse or damage to the contract, the bank may enter into a special agreement with the customer; (9) If the bank wants to represent the customer to buy goods from a third party, the *murabahah* sale and purchase contract must be made after the goods, in principle, become the property of the bank.

Murabahah provisions for customers: (1) The customer submits an application and a promise to purchase an item or asset to the bank; (2) If the bank accepts the request, it must pre purchase the assets it legally ordered with the merchant; (3) The bank then offers the asset to the customer and the customer must accept (buy) it according to the promise he has agreed upon, because legally the promise is binding, then both parties must make a sale and purchase contract; (4) In this sale and purchase, the bank is allowed to ask the customer to pay an advance when signing the initial order agreement; (5) If the customer then refuses to buy the item, the real bank fee must be paid from the down payment; (6) If the value of the down

payment is less than the loss that must be borne by the bank, the bank can ask the customer back the remaining losses; (7) If the down payment uses the *'urbun* contract as an alternative to the down payment, then: (a) If the customer decides to buy the item, he just has to pay the remaining price; (b) If the customer cancels the purchase, the down payment belongs to the bank at a maximum of the loss borne by the bank as a result of the cancellation, and if the down payment is insufficient, the customer is obliged to pay off the shortfall.

Guarantee in *murabahah*: (1) Guarantees in *murabahah* are allowed, so that customers are serious about their orders; (2) Banks can ask customers to provide collateral that can be held.

Debt in *murabahah*: (1) In principle, the settlement of customer debt in *murabahah* transactions has nothing to do with other transactions made by customers with third parties on the goods. If the customer resells the item at a profit or loss, he is still obliged to settle his debt to the bank; (2) If the customer sells the item before the installment period ends, he is not obliged to immediately pay off all the installments; (3) If the sale of the item causes a loss, the customer still has to settle the debt according to the initial agreement. He must not delay installment payments or ask for the loss to be calculated.

Customers who have the ability are not justified in delaying the settlement of their debts. If the customer has been declared bankrupt and failed to settle his debt, the bank must postpone the debt bill until he becomes able to return, or based on an agreement.

In addition to the *fatwa*, there are also other *fatwa* related to financing based on *murabahah* contracts, namely: (1) Fatwa DSN No: 13/DSN-MUI/IX/2000 concerning Advances in *Murabahah*; (2) Fatwa DSN No: 16/DSN-MUI/IX/2000 concerning Discounts in *Murabahah*; (3) Fatwa DSN No: 23/DSN-MUI/III/2002 concerning Repayment Deductions in *Murabahah*; (4) Fatwa DSN No: 46/DSN-MUI/II/2005 concerning Reductions in *Murabahah* Bills (*Khashm fi al-Murabahah*); (5) Fatwa DSN No: 47/DSN-MUI/II/2005 concerning Settlement of *Murabahah* Receivables for Customers Unable to Pay; (6) Fatwa DSN No: 48/DSN-MUI/II/2005 concerning Rescheduling of *Murabahah* Bills; (7) Fatwa DSN-MUI No: 134/DSN-MUI/II/2020 concerning Real Costs As a Result of Rescheduling Bills; (8) Fatwa DSN No: 49/DSN-MUI/II/2005 concerning *Murabahah* Contract Conversion; (9) Fatwa DSN No: 77/DSN-MUI/V/2010 concerning Cashless Sale and Purchase of Gold; (10) Fatwa DSN No: 84/DSN-MUI/XII/2012 concerning Method of Recognition of Profits of *al-Tamwil bi al-Murabahah* (*Murabahah* Financing) in Islamic Financial Institutions; and (11) Fatwa DSN No: 90/

DSN-MUI/XII/2013 concerning Transfer of *Murabahah* Financing Between Islamic Financial Institutions (LKS).

Based on these *fatwa*, it is possible that *muqasah* in *murabahah* financing can occur in three conditions. First, discounts in *murabahah* (Fatwa DSN No: 16/DSN-MUI/IX/2000), “The price (*tsaman*) in buying and selling is an amount agreed upon by both parties, whether it is equal to the value (*qimah*) of the object being the object of sale and purchase, higher or lower. The price in buying and selling *murabahah* is the purchase price and the required costs plus profits according to the agreement. If in the sale and purchase of *murabahah* LKS gets a discount from the supplier, the actual price is the price after the discount, therefore, the discount is the customer’s right. If the discounting occurs after the contract, the distribution of the discount is carried out based on the agreement (approval) contained in the contract. In the contract, the distribution of the discount after the contract should be agreed and signed”.

Second, concerning repayment deductions in *murabahah* (Fatwa DSN No: 23/DSN-MUI/III/2002), “If the customer in the *murabahah* transaction makes payment on time or sooner than the agreed time, LKS may give a deduction from the payment obligation, provided that it is not agreed upon in the contract. The amount of the discount is left to the LKS policies and considerations”.

Third, reductions in *murabahah* bills (Fatwa DSN No: 46/DSN-MUI/II/2005), “LKS may give a deduction from the total payment obligations to customers in *murabahah* transactions (contracts) who have made their installment payment obligations on time and customers who experience a decrease in their ability to pay. The amount of the discount is left to the LKS policy. Giving discounts cannot be agreed in the contract”.

Muqasah can be given by giving a discount on *murabahah* receivables and a discount on unrecognized profit margins. *Muqasah* can be given directly by deducting a certain amount from the total *murabahah* receivables and a certain amount from the total profit margin.⁵⁸ LKS parties can only provide *muqasah* but cannot be agreed upon in the contract, because there is no provision that LKS is required to provide *muqasah*. The amount of *muqasah* is given on the basis of the policy of the LKS concerned. So that the determination of *muqasah* in paying off *murabahah* financing payments to LKS is possible to be different from other LKS. In addition, LKS are also allowed not to give *muqasah* to customers who pay off *murabahah* financing

⁵⁸ Hotimatul Adalah and Fadllan, “Pengaruh Potongan Margin (*Muqasah* Ar-Ribhi) Terhadap Minat Nasabah Dalam Memanfaatkan Pembiayaan *Murabahah* Di Bank Pembiayaan Rakyat Syariah (BPRS) Bhakti Sumekar (Studi Kasus Di Kantor Cabang Bluto Sumenep),” *Iqtishadia: Jurnal Ekonomi Dan Perbankan Syariah* 3, no. 1 (2016): 5, <https://doi.org/10.19105/iqtishadia.v3i1.1050>.

before maturity, because the provision of *muqasah* is the policy of each LKS.⁵⁹

In general, the criteria for customers who are given *muqasah* are as follows: (1) The customer has a good track record of installment payments before submitting a settlement; (2) The customer is included in the criteria for problems in financing and difficulties in paying full repayments; (3) The customer has a business that has experienced a drastic decline in business turnover; (4) The customer is no longer able to make principal and installment payments; (5) The customer has gone bankrupt.⁶⁰

Then, the method of giving *muqasah*: (1) Given at the time of settlement, LKS reduces *murabahah* receivables and *murabahah* profits; or (2) Given after settlement, LKS receives settlement of receivables from the customer and then pays a discount on the settlement to the customer.⁶¹

Through a *murabahah* contract, customers can fulfill their needs to obtain and have the goods they need without having to provide cash first.⁶² There are several alternatives in recognizing and measuring *muqasah* in *murabahah* financing: (1) If it occurs before the *murabahah* contract, the *murabahah* discount will be recognized as a reduction in the purchase cost prior to the *murabahah* contract; (2) If it occurs after the *murabahah* contract and according to the agreed contract, it becomes the customer's right; (3) If it occurs after the *murabahah* contract and according to the agreed contract, it becomes the right of the LKS; (4) If it occurs after the *murabahah* contract and is not agreed upon in the contract, then the *muqasah* will become the right of the LKS and be recognized as operating income;⁶³ (5) If the *muqasah* is received from the supplier after the *murabahah* contract, then the *muqasah* distribution between the LKS and the customer is divided according to the agreement, so the discount after this contract should be agreed in the *murabahah* contract.⁶⁴

⁵⁹ Rizal Yaya, Aji Erlangga Martawireja, and Ahim Abdurahim, *Akuntansi Perbankan Syariah: Teori Dan Praktik Kontemporer* (Jakarta: Salemba Empat, 2009).

⁶⁰ Herlina, "Potongan Margin Keuntungan (Muqasah) Terhadap Pelunasan Pembiayaan Murabahah Pada PT BRI Syariah Cabang Pekanbaru," *Al-Mutharahah: Jurnal Penelitian Dan Kajian Sosial Keagamaan* 16, no. 1 (2019): 28.

⁶¹ Yaya, Martawireja, and Abdurahim, *Akuntansi Perbankan Syariah: Teori Dan Praktik Kontemporer*.

⁶² Sarip Muslim, *Akuntansi Keuangan Syariah: Teori Dan Praktik* (Bandung: Pustaka Setia, 2015).

⁶³ Kautsar Riza Salman, *Akuntansi Perbankan Syariah Berbasis PSAK Syariah* (Padang: Akademia Padang, 2012).

⁶⁴ Wiroso, *Jual Beli Murabahah* (Yogyakarta: UII Press, 2005), 67.

CONCLUSION

Muqasah in *murabahah* financing can occur in three conditions. *First*, discounts in *murabahah* (Fatwa DSN No: 16/DSN-MUI/IX/2000). *Second*, concerning repayment deductions in *murabahah* (Fatwa DSN No: 23/DSN-MUI/III/2002). *Third*, reductions in *murabahah* bills (Fatwa DSN No: 46/DSN-MUI/II/2005). In general, the criteria for customers who are given *muqasah* are as follows, the customer has a good track record of installment payments before submitting a settlement, the customer is included in the criteria for problems in financing and difficulties in paying full repayments, the customer has a business that has experienced a drastic decline in business turnover, the customer is no longer able to make principal and installment payments, or the customer has gone bankrupt. Then, the method of giving *muqasah*, given at the time of settlement, LKS reduces *murabahah* receivables and *murabahah* profits, or given after settlement, LKS receives settlement of receivables from the customer and then pays a discount on the settlement to the customer.

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