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Sharia Economic Dispute Resolution Model According to Qanun No. 11 of 2018 concerning Sharia Financial Institutions

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Abstract: When many business entity activities start to appear that use the sharia label, the resolution must be carried out by institutions that truly understand sharia economics. So, creating economic products that have the term sharia attached to them is not easy and requires various kinds of adjustments, such as; applicable laws and regulations, contemporary economic developments in global society which tend to be value-free, varied transaction models, and so on. All of this must be able to be adjusted to sharia principles. The problem formulation in this research is: What is the Sharia Economic Dispute Resolution Model seen from Qanun No. 11 of 2018 concerning Sharia Financial Institutions? The type of research used is library research, namely by studying and examining sources. written text that is relevant to the discussion material. The results of this research are a model for Sharia Economic Dispute Resolution after the implementation of Qanun No. 11 of 2018 concerning Sharia Financial Institutions, a model for resolving disputes through non-litigation (outside of court), namely a model for resolving disputes that is carried out using methods that exist outside of court. usually called an alternative dispute resolution institution.

Keywords: *Dispute Resolution Model, Qanun no. 11 2018, Sharia Financial Institutions*

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Abstrak: Ketika mulai banyak bermunculan kegiatan badan usaha yang menggunakan label syariah, maka penyelesaiannya pun harus dilakukan oleh lembaga yang benar-benar paham ekonomi syariah. Sehingga, dalam menciptakan produk ekonomi yang menyematkan istilah syariah padanya tidaklah mudah dan dituntut pula dengan berbagai macam penyesuaian, seperti; peraturan perundang-undangan yang berlaku, perkembangan ekonomi kontemporer masyarakat global yang cenderung bebas nilai, model transaksi yang bervariatif, dan lain sebagainya. Semua itu harus mampu disesuaikan dengan prinsip-prinsip syariah. Adapun yang menjadi rumusan masalah dalam penelitian ini yaitu: Bagaimana Model Penyelesaian Sengketa Ekonomi Syariah dilihat dari Qanun No 11 tahun 2018 Tentang Lembaga Keuangan Syariah?, Jenis Penelitian yang digunakan ini adalah penelitian pustaka *(library research)* yaitu dengan cara mengkaji, menelah sumber-sumber tertulis yang mempunyai relevansi dengan materi pembahasan. Hasil penelitian ini adalah model Penyelesaian Sengketa Ekonomi Syariah Pasca diterapkan Qanun No 11 Tahun 2018 Tentang Lembaga Keuangan Syariah, model penyelesaian sengketa melalui jalur Non-ligitasi (diluar pengadilan), yaitu model penyelesaian sengketa yang dilakukan menggunakan cara-cara yang ada di luar pengadilan yang biasa disebut dengan lembaga alternatif penyelesian sengketa.

Kata kunci: *Model Penyelesaian sengketa, Qanun No. 11 2018, Lembaga Keuangan Syariah.*

INTRODUCTION

People in Aceh and the majority of Muslims in Indonesia have long lived their economic lives using a conventional system. Apart from that, with the current global economic situation, all countries, including Indonesia, are faced with the demand to create a climate that makes business easier. Islam encourages its followers to remain active, productive and responsive to changing times and the dynamics of life, including in the economic sector. However, there are still

many Muslims who do not fully understand and apply economic aspects in accordance with regulated sharia principles. [1]

Conventional banks adhere to a system of materialism and capitalism which significantly influences the establishment of the bank itself. As a result, our society tends to accept that all the provisions contained in banks with conventional systems contain practices that are prohibited in religion, such as usury, maisir, gambling and gharar. In this system, capital owners who have larger amounts of capital gain excessive profits, while those who have smaller capital are marginalized. In addition, customer savings funds are turned back into businesses or types of businesses whose purposes are unclear or unknown. The function of conventional banks is to act as legal institutions for storing money, but their characteristics are different from Islamic banks. However, we do not know for certain the rules that apply in conventional banks due to the lack of sharia supervisory bodies involved in the process.

The presence of Bank Syariah Indonesia is a breath of fresh air for the people of Aceh, in particular, and Indonesian society in general. This is because the bank is able to answer the problems that have arisen following the recent implementation of Qanun LKS. Through the merger of three sharia banks, namely Bank Syariah Mandiri, Bank Rakyat Indonesia Syariah, and BNI Syariah, people can easily convert conventional savings accounts into sharia accounts in accordance with the applicable LKS Qanun.

Aceh is special because it has Qanun in its legal system. This is a legacy we can pass on to future generations. Our predecessors in Aceh had agreed to apply Islamic law as a whole to all its citizens, both Muslims and non-Muslims.

[1] Syamsuri (dkk.), *Analisis Qanun (Lembaga Keuangan syariah) Dalam Penerapan Ekonomi Islam Melalui Perbankan Syariah di Aceh*, in: http://dx.doi.org/10.29040/jiei.v7i3.3662, accessed on 06 November 2022, at 23:37 WIB.

The Al-Qur'an, Sunnah, and decisions made together with the ulama are the main basis that distinguishes Aceh and gives this province its special qualities. Revelation as a source of knowledge in Islam is a human foothold in practicing and making rules so that one can definitely find the way to salvation. However, on the contrary, if one is far from these principles, someone can misunderstand something and conclude errors in science. In contrast to the West, which experienced significant progress, it was caused by the separation between religion and science. In the West, the church had the power to limit and even separate science. They consider that the period of enlightenment, which occurred in the 14th century Renaissance, was the result of a separation or dichotomy between science and religion. According to Westerners, this separation allows the development of thought and the advancement of science.

Therefore, creating economic products that follow sharia principles is not easy and requires various adjustments. This includes compliance with applicable laws and regulations, contemporary economic developments which tend to be value-free, variations in transaction models, and other factors. All of these things must be able to be adjusted to sharia principles which are the main basis for creating appropriate economic products.

METHODE

This research is classified in the qualitative research category, with the type of research used is library research, namely library research, namely research that analyzes concepts/literature and produces a conclusion.[2] Thus, the main object in this research is literature, namely Qanun Number 11 of 2018 which relates to Sharia Financial Institutions. In this case, the author will search for data and analyze information through various literature sources that are

[2] Sutrisno Hadi, *Metodologi Research, Jilid I* (Yogyakarta: Andi Offset, 2000), p. 9

relevant to the problem under study. Next, the author will carry out an analysis of the results of the data obtained regarding the Sharia Economic Law Dispute Resolution Model after the implementation of Qanun No. 11 of 2018 concerning Sharia Financial Institutions.

RESEARCH RESULTS AND DISCUSSION

A. Dispute Resolution Model

1. Definition of Solution Model

The dispute resolution model is a case resolution carried out between one party and another party. Settlement can be done in two ways, namely through litigation (through court) and non-litigation (outside court). In the dispute resolution process, litigation is one of the methods used as a last resort (ultimum remedium) for disputing parties after non-litigation resolution does ot result in an agreement. [3] Models Forms of dispute resolution outside of court can be categorized into two types, namely settlement carried out by the disputing parties and settlement involving third parties.

The general dispute resolution models used are negotiation, mediation, conciliation and arbitration. Dispute resolution outside of court can be grouped into two forms, namely dispute resolution that directly involves the disputing parties and dispute resolution that involves third parties. Regarding the involvement of third parties, there are two different forms, namely third parties who do not have the authority to make decisions (such as mediators) and aim to help the disputing parties reach an agreement, and third parties who have the authority to make decisions (such as arbitrators). and is tasked with providing

[3] Tri Jata Ayu Pramesti, *Litigasi dan Alternatif Penyelesaian Sengketa di Luar Pengadilan* dalam *https://www.hukumonline.com/klinik/a/litigasi-dan-alternatif-penyelesaian-sengketa-di-luar-pengadilan-lt52897351a003f* , accessed on September 20, 2022

binding decisions for the parties to the disput).[4] The discussion regarding out-of-court dispute resolution arrangements as an alternative for dispute resolution from an Indonesian positive law perspective is focused on a study of seven laws that specifically regulate dispute resolution, as well as other laws that include dispute resolution arrangements within them. The selection of these seven laws does not mean to imply that only these seven laws regulate dispute resolution outside of court. The aim is to identify models of out-of-court dispute resolution that exist in Indonesian positive law.

2. Dispute resolution model through litigation courts

1) Dispute Resolution Through Court (Litigation)

Disputes arise due to conflicts or differences in the interests of one party and another. In society, every individual resolves disputes through court (litigation). [5] Disputes arise when there is a conflict due to differences and clashes or differences in the interests of one party with another party. In social life, each individual has different interests from each other, and sometimes these interests conflict with each other, which in the end can cause disputes to arise. Conflict can occur when two or more people are involved in the same event or situation but they do not necessarily view the event from the same perspective. The occurrence of conflict can be caused by the engagement or outside the engagement. [6]

If a conflict originates from an agreement, it occurs when one of the parties involved in an agreement fails to fulfill its obligations or violates the contents of the agreement. The party who feels aggrieved views that the

[4] Pengaturan *Model Alternatif Penyelesaian Sengketa dalam Perundang-Undangan*

[5] Harry Campbell dan Munir Fuady, *Arbitarse Nasional (Alternatif penyelesain sengketa*, Bandung 2003 .h. 48-55.

[6] (Zulhamdi 2021) p. 18-19

agreement must be fully complied with, while the other party believes that the provisions or contents of the agreement can be ignored.(Z. Zulhamdi 2022) One party believes that the contents of the agreement must be fulfilled,[7] while the other party believes that the provisions or contents of the agreement can be violated. Conflicts that occur outside the engagement, on the other hand, occur when the conflict involves society in general, such as in the case of environmental pollution.(Amelia and Nazaruddin 2022) Basically, civil dispute resolution is carried out peacefully by achieving peace between the parties to the dispute. Disputes arise due to conflicting personal interests, therefore, dispute resolution is very dependent on the initiative of the parties involved.

There are two ways to resolve civil disputes, namely through conventional channels through the courts (in the form of litigation) or using alternative dispute resolution outside the court. Dispute resolution through the courts is regulated by civil procedural law provisions such as HIR (Het Herzienne Indonesisch Reglement) for the Java and Madura regions, RBg (Rechtsreglement Buitengewesten), and other statutory regulations that regulate procedures in civil disputes. Civil Procedure Law is a collection of rules that regulate how people must act before a court, as well as how courts interact with each other to enforce civil law regulations. In this case, Civil Procedure Law is a collection of regulations that regulate how someone should act towards other people, or how someone can take legal action against the state or legal entity (and vice versa) if their rights and interests are disturbed. This is done through an institution called the judiciary to create legal order. According to Article 10 of Law no. 4 of 2004 concerning Judicial Power, there are four types of judicial

[7] (S. H. I. Zulhamdi, n.d.) h. 188

bodies known in Indonesia, namely the General Court, Religious Court, Military Court and State Administrative Court.

All of these judicial bodies have a hierarchy that ends at the Supreme Court as the highest judicial institution in the country. Apart from the Supreme Court, Indonesia also has a Constitutional Court as a first and final level judicial institution with different authorities. Thus, currently judicial power in Indonesia is in the hands of the Supreme Court and the Constitutional Court. Litigation is a dispute resolution process through court, where all parties involved in the dispute face each other to defend their rights before the court. The final result of resolving disputes through litigation is the provision of a decision stating a win-lose solution. Procedures in litigation are more formal and technical in nature, result in win-lose agreements, often present new problems, are slow to resolve, require high costs, are less responsive, and can cause hostility between the parties involved. in dispute. This condition encourages people to look for other alternatives in resolving disputes, known as "Alternative Dispute Resolution" or ADR.

Dispute resolution through ADR is carried out outside the formal judicial process. This ADR method is used as an alternative to avoid problems that arise in litigation. ADR includes various approaches such as mediation, arbitration, negotiation and facilitation. These approaches aim to achieve a more collaborative and mutually beneficial agreement for all parties involved in the dispute, at a more affordable cost and reducing hostility between them.

3. Dispute Resolution Model Outside the Court (Non Litigation)

Dispute resolution is an effort to resolve peacefully between the parties involved in the dispute. This approach has cultural roots in our society, where within indigenous communities there is a tradition of resolving disputes through

traditional runggun, adat density, customary courts, or village courts. The principles of deliberation, consensus and tolerance are the State's philosophy which is based on customary law and is applied in everyday life. In a business or trading environment, where speed and engagement in global relationships are critical, profit and loss calculations occur in seconds, not over hours, days, or months. In this context, cost calculation becomes a very important factor. Therefore, if a dispute occurs, a fast and accurate resolution method is needed.

However, conventional dispute resolution through court (litigation) is a long, complicated process, and sometimes requires complex bureaucracy. This means that it takes a long time to resolve the dispute, as well as requiring quite a lot of money. [8]

Faster and relatively lower cost dispute resolution, which is preferred in the business world, is through alternative dispute resolution. Alternative dispute resolution is an institution for resolving disputes or differences of opinion carried out through procedures agreed upon by the parties involved. This process may include consultation, negotiation, mediation, conciliation, or expert assessment.

Alternative dispute resolution is regulated in Law Number 30 of 1999 concerning Alternative Dispute Resolution and Arbitration. This law provides a legal framework for alternative dispute resolution in the economic and financial fields, as explained in the work of Mariam Darus in some of her thoughts on dispute resolution in this field. In practice, common and frequently used forms of alternative dispute resolution include negotiation, mediation and arbitration. Arbitration, as a dispute resolution institution, is included in the category of settlement outside the court because it is not included in the Judicial Body. As

[8] Bambang Sutiyoso, *Hukum Arbitrase dan alternatif penyelsain sengketa*, yogyakarta, 2008. p. 25.

we know, according to Article 10 paragraph (1) of Law Number 4 of 2004 concerning Judicial Power, our judicial system consists of four judicial bodies, namely the General Court, Religious Court, State Administrative Court and Military Court.

Recently, discussions about alternatives in resolving disputes have become increasingly popular, and even need to be developed to overcome congestion and backlogs of cases in the courts, including at the Supreme Court.

B. Definition of Sharia Economic Disputes

The definition of a sharia economic dispute is a case resolution carried out between one party and another party. Sharia economic dispute resolution consists of two ways, namely through litigation (court) and non-litigation (outside court). In the process of resolving disputes through litigation, it is the final means (ultimum remedium) for the parties in dispute after the resolution process through non-litigation has not produced results.

However, in its development, there is also a form of settlement outside the court which turns out to be one of the settlement processes carried out in court (litigation). For example mediation. From this article, we know that mediation is a settlement outside of court, however, in its development, mediation has been carried out in court.

In Article 1 number 1 of Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, it is explained that resolving disputes outside the court recognizes the existence of an arbitration method, namely the resolution of a civil dispute outside the court which is based on an arbitration agreement made in writing by the parties. parties to the dispute.[9]

[9] Pasal 1 angka 1 Undang - Undang Nomor 30 Tahun 1999 tentang Arbitrase dan Alternatif Penyelesaian Sengketa

C. Qanun No. 11 of 2018 concerning Sharia Financial Institutions

In article 1 paragraph 8 it is stated that Sharia Financial Institutions (LKS), abbreviated as LKS, are institutions that carry out activities in the banking sector, non-banking sharia financial sector and other financial sectors with sharia principles. In paragraph 9, it is explained that sharia banks are banks that carry out their business activities based on sharia principles, and are divided into Sharia Commercial Banks, Sharia People's Financing Banks, and Sharia Business Units. Furthermore, in article 1 paragraph 13, it is explained that a contract is a written transaction between LKS and another party which regulates the rights and obligations of each party in accordance with sharia principles.[10]

Article 2 paragraphs 1 and 2 state that financial institutions operating in Aceh are required to follow sharia principles, including in financial contracts entered into in Aceh. Furthermore, in article 3 it is explained that the LKS in Aceh is based on:

The justice ('is) referred to is justice in terms of sharing profits and risks and access to financial institutions.

a) The mandate in question is the trust given to LKS to maintain and manage the deposit given by another party and the commitment to safeguard its rights and obligations.
b) Brotherhood (ukhuwah) in question is an attitude of mutual trust, a sense of responsibility and solidarity by prioritizing the interests of the people.

[10] Penjelasan Pasal 1 ayat 8 Undang-Undang No 11 Tahun 2018 Tentang Lembaga Keuangan Syariah

c) The profit in question is the result of a business or capital that is material or non-material.
d) The transparency referred to is the openness of information about LKS business activities to the public which refers to the provisions of statutory regulations.
e) The independence referred to is a situation where the LKS is managed professionally without conflicts of interest and influence or pressure from any party, especially the majority shareholder, which is contrary to the provisions of laws and regulations and principles healthy corporation.
f) The cooperation referred to is business cooperation in LKS activities which can involve all parties, both individuals and institutions, both Muslims and non-Muslims.
g) The convenience referred to is the implementation of LKS services that are practical and provide convenience for the community.
h) The openness referred to is the availability of equal opportunities in accessing LKS facilities.
i) Sustainability in question is a sustainable LKS business by providing financial services in a responsible manner to meet the growing needs of society.
j) Universal means that LKS adheres to a system of principles for carrying out business activities in the financial sector that applies generally while still referring to sharia principles.[11]

Based on the provisions of Article 4, the LKS aims to strengthen the implementation of sharia economic development in Aceh, meaning that the LKS

[11] Penjelasan Pasal 2 ayat 1 Undang-Undang No 11 Tahun 2018 Tentang Lembaga Keuangan Syariah

has an important role in supporting and encouraging the growth of the economic sector based on sharia principles in the Aceh region. Then, based on article 6 points d and e, it explains the application of qanun for LKS that run business in Aceh, and LKS outside Aceh whose head office is in Aceh.[12]

The establishment of an LKS must meet at least the requirements regulated in article 8, namely:

a. Form of legal entity;

b. Management and ownership structure;

c. Capital; And

d. Business activities are in accordance with the procedures regulated in other statutory provisions.

The duties of sharia banks as regulated in Article 13 paragraph 2 include support for the collection of zakat, infaq, alms and waqf in cash on behalf of the Amil Zakat Agency (BMA) or Waqf Agency (BMK). Sharia banks have an important role in supporting the collection of zakat, infaq, alms and waqf funds which will be used for charity and social welfare activities.

Apart from that, in terms of education, research and development of sharia banking products, it is explained in Article 17 paragraphs 1 to paragraph 3 which covers several aspects:[13]

1) Sharia banks have an obligation to actively participate in education and training activities for employees and the people of Aceh, with the aim of increasing understanding and literacy about sharia finance.
2) Sharia banks are also responsible for conducting research, developing innovations in contracts and products, and implementing them by paying

[12] Qanun Aceh No 11 Tahun 2018 Tentang Lembaga Keuangan Syariah
[13] Undang-Undang No 11 Tahun 2018 tentang Lembaga Keauangan Syariah

attention to compliance with sharia principles, prudential aspects and adequate feasibility analysis.

3) 3) Implementation of these obligations, as explained in paragraphs (1) and (2), can be carried out in collaboration with the Aceh Government and other related parties who have competence in the field of sharia finance.

In the context of coordination between sharia banks operating in Aceh and the relevant regulators, Article 18 stipulates that coordination must be carried out at least 2 (two) times a year, with the following objectives:

a. Discusses the contribution of sharia banks in encouraging economic growth in Aceh.
b. Maintaining the commitment of sharia banks in fulfilling LKS functions in Aceh as regulated in Article 15.
c. Discusses strategic issues related to the economy and dynamics of sharia banking problems in general.
d. Striving for the availability of basic sharia financial infrastructure evenly in Aceh in order to increase the community's sharia financial inclusiveness.

Article 19 paragraphs 1 and 2 explain the role of the Aceh Government which includes:

1) The Aceh government has an obligation to facilitate the availability of basic infrastructure for sharia banks.
2) If there is no sharia bank in the district/city, the Aceh Government can facilitate or form a sharia bank.

D. Sharia Economic Dispute Resolution Model Seen from Qanun No. 11 of 2018 concerning Sharia Financial Institutions

Qanun No. 11 of 2018 concerning sharia financial institutions regulates the activities of financial institutions in order to create a just and prosperous

economy for the people of Aceh under the auspices of Islamic law. This Qanun also regulates sharia economic dispute resolution.[14] The models for resolving sharia economic disputes are:

1. Sharia Economic Dispute Resolution Model Through Non-Litigation

Dispute resolution in sharia economics can be done in 2 ways, namely litigation and non-litigation. Litigation is a way of resolving disputes using a legal settlement process in court, while non-litigation is carried out outside the court. In Indonesia, resolving disputes through non-litigation has been regulated in one article, namely Article 6 of Law no. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.[15]

a. Arbitrage

From an Islamic perspective, arbitration can be equated with the term tahkim. Tahkim comes from the word hakkama, which etymologically means making someone a deterrent in a dispute. This understanding is closely related in terms of terminology. This institution has been known since pre-Islamic times. At that time, even though there was no organized judicial system, every dispute regarding property rights, inheritance or other rights was often resolved through the help of a peacemaker or referee appointed by each disputing party.[16]

The first idea for establishing an Islamic arbitration institution in Indonesia began with a meeting of experts, Muslim scholars, legal practitioners, and even kyai and ulama so that they could exchange ideas regarding the need for an Islamic arbitration body in Indonesia. This meeting was initiated by the

[14] Qanun No 11 Tahun 2018 Tentang Lembaga Keuangan Syariah

[15] Undang-undang No 30 Tahun 1999 Tentang Arbitrase dan Alternatif Penyelesain Sengketa

[16] NJ. Coulson, *a History of Islamic Law*, (Edinburg: University Press, 1991), h. 10). 6 Warkum Sumitro, Asas-Asas Perbankan Islam & Lembaga-lembaga Terkait (BAMUI, Takaful dan Pasar Modal Syariah di Indonesia), (Jakarta: Raja Grafindo Persada, 2004), h. 167.

MUI Leadership Council on April 22 1992. After holding several meetings and after making several improvements to the organizational structure design.

As for the procedural procedures, finally on October 23 1993 the Indonesian Muamalat Arbitration Board (BAMUI) was inaugurated, which has now changed its name to the National Sharia Arbitration Board (BASYARNAS) which was decided during the MUI National Working Meeting in 2002. Changes in the form and management of BAMUI were included in the MUI Decree No. Kep-09/MUI/XII/2003 dated 24 December 2003 as an arbitrator institution that handles dispute resolution in the field of sharia economics.

b. Alternative Dispute Resolution

In Islamic terminology it is often known as ash-shulhu, which means resolve quarrels or disputes. However, in the sense of ash-shulhu sharia, it is a type of contract (agreement) to end resistance (dispute) between 2 (two) people in dispute. [17] Alternative dispute resolution is only regulated by one article, namely Article 6 of Law no. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution explains the dispute resolution mechanism. Meanwhile, disputes in the Islamic civil sector can be resolved by the parties through Alternative Dispute Resolution which is based on good faith, thus ruling out litigation settlement. However, if this dispute cannot be resolved, then based on the written agreement of the parties, the dispute or difference of opinion is resolved through the assistance of an individual or more expert advisors or through a mediator.

If the parties within a period of no later than 14 (fourteen) days with the assistance of one or more expert advisors or through a mediator are unable to

[17] Sayyid Sabiq, *Fikih Sunnah* (Terjemahan Jilid 13), (Bandung: PT. Al-Ma'arif, 1997), h. 189.

reach an agreement, or the mediator is unable to bring the two parties together, then the parties can contact an Alternative Dispute Resolution institution to appoint a mediator. After the appointment of a mediator by the Alternative Dispute Resolution institution, within a maximum of 7 (seven) days mediation efforts must be started. Efforts to resolve disputes or differences of opinion through a mediator by upholding confidentiality, within a maximum period of 30 (thirty) days, an agreement must be reached in written form signed by both parties concerned.

A written agreement to resolve disputes or differences of opinion is final and binding on the parties to be implemented in good faith and must be registered with the Court within a maximum of 30 (thirty) days from signing. The agreement to resolve disputes or differences of opinion must be completed within a maximum of 30 (thirty) days from signing. Unlike an arbitrator or judge, a mediator does not make decisions regarding disputes but only helps the parties to achieve their goals and find solutions to problems with win-win solutions. There is no winner or loser, all disputes are resolved in a friendly manner, so the outcome of the mediation decision is of course a consensus between both parties. The government has accommodated the need for mediation by issuing Supreme Court Regulation (PERMA) no. 02 of 2003 concerning Mediation Procedures in Court.

2. Sharia economic dispute resolution model through litigation

Settlement of sharia economic disputes is the competence and authority of the Religious Courts which is based on Explanation point (1) of Article 49 of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts, and reaffirmed in Article 55 paragraph (1) Law Number 21 of 2008 concerning Sharia Banking states that if a dispute occurs in

the field of sharia banking, the dispute resolution is submitted to the Religious Court. In this case the religious court has the right and authority to accept, adjudicate and resolve matters.[18]

As is usual in handling every case, the judge is always required to first study the case carefully to find out its substance. In this regard, in examining sharia economic cases, especially sharia banking cases, there are things that must be paid attention to, namely: First, make sure that the case is not an agreement case that contains an arbitration clause. Second, carefully study the agreement (contract) that underlies the cooperation between the parties.[19]

The procedures for resolving sharia economic disputes in the Religious Courts are as follows:

a. Legal Subjects in Sharia Economic Disputes

The legal subject is each party as supporting rights and obligations, in other words, each party has rights and obligations. From this definition it can be said that legal subjects are legal actors. So what is meant by legal subjects in this discussion are legal actors related to the sharia banking dispute process. The legal actors involved in sharia banking disputes are parties who take legal action, namely in the form of a sharia agreement (contract) and then these parties become bound by the results of their actions. This party can be an individual or an institution.

Basically, the legal subject in sharia banking does not regulate specifications or religious criteria, but only regulates the basis of its operations, namely sharia principles. So it can be said that every person or legal entity may

[18] Asikhin, *Perbankan Syariah dan Sistem Penyelesaian Sengketanya*. p. 143.

[19] Mardani, *Hukum Ekonomi Syari'ah Di Indonesia* (Bandung: Refika aditama, 2011), h. 35.

enter into a sharia banking contract in accordance with their wishes or wishes or agreement, whether they are Muslim or non-Muslim.

A person or legal entity that carries out sharia banking activities automatically declares that it is subject to sharia banking business and activities that use sharia principles. Therefore, when a dispute occurs, whether the person or legal entity is not Muslim, but has submitted themselves to Islamic law, or those who are formally Muslim, then the person or legal entity is included in the category referred to in Articles 2 and Article 49 UUPA and they can seek justice and resolve disputes through the Religious Courts.[20] To resolve the dispute, they can do it personally or they can represent their attorney or incidental attorney.

[20] Nasikhin, Perbankan Syariah dan Sistem Penyelesaian Sengketanya. h. 143

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CONCLUSION

Sharia Economic Dispute Resolution Model After the implementation of Qanun No. 11 of 2018 concerning Sharia Financial Institutions, through non-litigation (outside of court), namely a dispute resolution model that is carried out using methods that exist outside of court which are usually called alternative settlement institutions. dispute.

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