



LEGAL PROTECTION AGAINST CUSTOMERS USING BANK ACEH CO-BRAND BANK MANDIRI CREDIT CARD PRODUCTS AFTER BANK ACEH SYARIAH CONVERSION

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Article Info

Received :26/02/2021
Approved: 20/04/2021
DOI: 10.24815/sklj.v5i1.20190

Keywords :

Bank;
Conversion;
Credit Card

Abstrak

Banking products are inseparable from the existence of an agreement between the Bank and the customer, as stipulated in Article 1338 paragraph (3) of the Civil Code, one of the requirements that must be met in applying the principle of freedom of contract is the good faith of the party making the agreement. Good faith in the implementation stage of the agreement is propriety, where the principle applies equally to both conventional and Sharia banking systems, one of the concrete forms of which is to provide clear information to customers. In this case, it turns out that the Bank Aceh product, namely the Bank Aceh Co-Brand Bank Mandiri credit card, does not provide clear information to customers that the products they use use conventional principles and have a time period. So that the legal problem is how the legal protection for customers who hold Sharia Card. The research was carried out using the empirical juridical research method using a statute approach. The results of the research show that for 3 years according to the time period agreed by the parties in the agreement of the Bank Aceh Co-Brand Credit Card, Bank Mandiri did not explain conversion problems, including ownership of databases, documents and rights, legal ownership of Bank Aceh data also gave to the Bank. Mandiri, as referred to in Article 5 paragraph (5.1.) Number 1 states that, "Bank Aceh is the legal owner of the Bank Aceh customer database provided to Bank Mandiri in connection with the cooperation as stipulated in this Agreement" this should be and is related to changes to the system of conventional to be shari'ah must be informed to the customer.

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I. INTRODUCTION

Article 1 number 2 of Law Number 10 of 1998 concerning Banking, which states "Banks are business entities that collect funds from the public in the form of deposits and distribute them. to the public in the form of credit and or other forms in order to improve the standard of living of the people at large "when discussing the sentence" improving the standard of living of the people at large", of course what is discussed is services and services.

Therefore, service quality is very important in relation to the existence and development of successful financial services companies, in this case banking. For this reason, service quality will

affect customer satisfaction which in turn will have an impact on customer loyalty to the service provider.¹

In providing services to customers, banks use standard agreements (standard agreements). As it is known, In Article 1313 of the Civil Code, it is stated that "An agreement is an act whereby one or more people bind himself to one or more people". Furthermore, Article 1320 of the Civil Code states that for the validity of an agreement, 4 conditions are needed, namely the existence of their agreement to bind themselves, the ability to make an agreement, certain matters and a lawful cause. By fulfilling this requirement, the community can make any agreement. Article 1320 of the Civil Code is referred to as the provision that regulates the principle of consensualism, that is, an agreement is valid if there is an agreement on the main points of the agreement.

This relates to the principle of freedom of contract in making all agreements made legally valid as Laws for those who make them, which is concluded from Article 1338 paragraph (1) of the Civil Code, so that the agreement must be made in compliance with the provisions of the Law, then the agreement it binds the parties which then gives rise to rights and obligations between the parties.

Based on Article 1338 paragraph (3) of the Civil Code, one of the conditions that must be met in applying the principle of freedom of contract, is good faith from the party making the agreement. Good faith in the implementation stage of the agreement is fairness, which is a good assessment of the actions of a party in carrying out what will be promised.² Thus, the principle of good faith contains the meaning, that the freedom of a party in making an agreement cannot be realized as it should but is limited by good faith.

Legal relationship between two or two parties or more preceded by discussions between the parties and sometimes creating an agreement or alliance, but sometimes not creating an agreement or alliance.³ The legal relationship that arises because of the agreement binds both parties to the agreement, as does the power of binding the Law.

Article 1233 of the Civil Code which states that "every alliance is born either by agreement or law".⁴ The Alliance indicates the existence of a legal relationship between the parties that contain their respective rights and obligations. According to Subekti, an engagement is a legal relationship between two parties, based on which one party has the right to demand something from the other party, is obliged to fulfill it,⁵ while Pitlo said that an engagement is a legal relationship that is property

¹Mieki Suharini, "Persepsi Nasabah terhadap Penerapan Sistem Layanan Produk dan Jasa E-Banking", dalam Bisnis dan Birokrasi, *Jurnal Ilmu Administrasi dan Organisasi*, Vol. 15 No. 3, Sept-Dec, 2008, pp.177.

²Subekti, *Aspek-Aspek Hukum Perikatan Nasional*, Bandung, Alumni, 1976, pp.26

³Duma Barrung, *Asas Kebebasan Berkontrak dan Perlindungan Konsumena Pada Perjanjian Kredit*, Makalah Pada Dialog Sehari PP-INI dengan Perbanas, Jakarta, May 29th 2002, pp.9-10.

⁴ Pasal 1233 KUH Perdata

⁵ Subekti, *Pokok-Pokok Hukum Perdata*, Jakarta, Intermasa, 1992, pp.50.

between two or more people, on which basis the party one is entitled (creditor) and the other is obliged (debtor).⁶

According to Heri Sudarsono, in general the definition of a sharia bank is a financial institution whose main business is to provide credit and other services in payment traffic and circulation of money which operates according to sharia principles. main merchandise.⁷ Furthermore, regarding the terms Islamic Bank and Islamic Bank in Islamic academics, it has a different meaning between Islam and Sharia. However, technically, the term Islamic Bank is also known as Islamic Bank. Therefore, a Sharia Bank is a bank that is operated based on sharia principles.

The term sharia card is often mentioned by academics and practitioners of various institutions, including those who mention Sharia-based Credit Cards, Sharia Credit Cards, Islamic Credit Cards, and Credit Cards based on Sharia Principles. In principle, these four terms have the same meaning, and the term uses the word credit, the element of credit itself contains usury, so the four terms according to researchers are not appropriate to use.⁸

In the Fatwa of the National Sharia Council No: 54 / DSN-MUI / X / 2006 using the term Sharia Card, this term has a weakness because it creates ambiguity when interpreted based on word terms. Sharia Card is literally translated as "Sharia Card". According to practitioners, the Sharia card or Sharia Card can have a broad meaning divided into 2 (two) namely debit cards and financing cards (credit cards in conventional terms). So according to practitioners, the term credit card in Islam is more appropriate to use the term "Sharia Financing Card".⁹ Similar terms can also be found in Abdul Ghofur Anshori's book, which uses the term "Sharia Principle-Based Financing Cards".¹⁰

In addition, there are legal problems with customers who hold Bank Aceh Co-Brand credit card products, where so far, the customers have not received clear information about how the cooperation between the two banks is related to the Bank Aceh Co-Brand credit card product. This is because it is known that the two banks have different principles, namely conventional and sharia.

So far, what is known to customers who hold Bank Aceh Co-Brand credit card products, the system used for this product has changed to the sharia system, because in 2016 Bank Aceh had converted to Bank Aceh Syariah and marketed credit card products. The Aceh Co-Brand Bank at that time was Bank Aceh, so customers indirectly assumed that the product was also converted using the sharia system, in other words there was no longer any contribution from the conventional banking system.

⁶Setiawan R, *Pokok-Pokok Hukum Perikatan*, Bandung, Binacipta, 1994, hlm. 2.

⁷*Pengertian Bank Syariah*, accessed on website: http://www.banksyariah.net/2012/07/pengertian-bank-syariah_19.html, March 1st 2017.

⁸Hengki Firmanda, "Syari'ah Card (Kartu Kredit Syariah) Ditinjau dari Asas Utilitas dan Masalah" *Jurnal Ilmu Hukum* Volume 4 Nomor 2, July 2014, P. 158

⁹*Ibid*

¹⁰Abdul Ghofur Anshori, *Pembentukan Bank Syari'ah Melalui Akuisisi dan Konversi (Pendekatan Hukum Positif dan Hukum Islam)*, Yogyakarta, UII Press, 2010, P. 20

Then, in the cooperation agreement between Bank Mandiri Conventional and Bank Aceh it self, has a certain validity period or period, where it is not explained to all credit card holder customers, that their products have a period of time, as well as what the consequences must be when customers expired. This is a major legal issue regarding consumer protection, especially for customers who hold Bank Aceh Co-Brand credit cards.

Thus, this problem becomes an interesting thing to study because as we all know Bank Mandiri is one of the largest national state-owned conventional banks and Bank Aceh Syariah is also the first BUMD Regional Bank to convert to Sharia Bank.

II. RESEARCH METHODS

This research uses empirical juridical research. Empirical juridical research is legal research regarding the enactment or implementation of normative legal provisions in action at any particular legal event that occurs in society.¹¹ This study uses a statute approach which is then analyzed qualitatively in order to understand or understand the symptoms under study.

III. RESULTS AND DISCUSSION

The definition of a bank has been set out in Article 1 number 1 and 2 in Act Number 10 of 1998 concerning Amendment to Act Number 7 of 1992 concerning Banking, namely in number 1 states that "Banking is everything concerning a bank, including institutional business activities, methods and processes in carrying out their business activities "and number 2 states that," Bank is a business entity that collects funds from the public in the form of savings, and distributes them to the community in order to improve the standard of living of the people at large ". From this definition, a bank is one of the financial institutions whose activities are to collect and distribute money.

The origin of the word bank comes from French which is taken in the word Banque, and from the word Banco in Italian, which means chest or cupboard or bench. The word chest or cupboard implies a function as a place to store valuable objects, such as gold, diamond chests, money chests and so on.¹²

According to Heri Sudarsono, in general, the definition of a sharia bank is a financial institution whose main business is to provide credit and other services in payment traffic and money circulation which operates in accordance with sharia principles. therefore, the bank's business will always be related to money, which is its main commodity.¹³

¹¹Abdulkadir Muhammad, *Hukum dan Penelitian Hukum*, Bandung, Citra Aditya Bakti, 2004, P. 134.

¹²*Pengertian Bank Syariah*, accessed on website: <http://www.banksyariah.net/2012/07/pengertian-bank-syariah-19.html>, March 1st 2019.

¹³*Ibid.*

According to Muhammad, Islamic Bank or what is called a Sharia bank is a bank that operates without relying on interest or interest-free banks. Or in other words, Islamic Bank or Islamic Bank is a financial institution whose main business is to provide financing and other services in the payment traffic and circulation of money whose operations are in accordance with Islamic Sharia principles based on the Al-Qur'an and Hadith.¹⁴

According to Antonio and Perwataatmadja, they differentiate the meaning between Islamic banks and banks that operate on Islamic sharia principles. Islamic banks, as follows: Banks operating in accordance with Islamic Sharia principles and Banks whose operating procedures refer to the provisions of the Al-Qur'an and Hadith.

Meanwhile, banks that operate in accordance with Islamic sharia principles are banks that operate in accordance with the provisions of Islamic Sharia, especially those that deal with Islamic muamalat procedures. It is said that in the transaction, the practices that are feared to contain elements of usury should be avoided to be filled with investment activities on the basis of revenue sharing and trade financing.¹⁵

According to Machmud Amir, Islamic banks are one of the tools in the Islamic economy. Islamic banks are banks that operate without relying on interest.¹⁶ According to Arifin, Islamic banks were established with the aim of promoting and developing the application of Islamic principles, sharia and traditions into financial and banking transactions and other related businesses.

The main principles followed by Islamic banking are as follows.¹⁷

- 1) Prohibition of usury in various forms of transactions.
- 2) Conducting business and trading activities based on legitimate ain.
- 3) Give zakat.

Then, according to Hasibuan, a bank based on Sharia principles, be it a Sharia Commercial Bank (BUS) with a Sharia Rural Bank (BPRS), which operates in accordance with Islamic sharia principles, or in other words a bank whose operating procedures refer to the provisions Islamic provisions (Al-Quran and Hadith). In this procedure, practices that are feared contain elements of usury are avoided to be filled with investment activities on the basis of profit sharing from trade financing.¹⁸

According to Rachmadi Usman, Islamic banks or Islamic banks are business entities whose function is to collect funds from the public and channel funds to the community, whose systems and

¹⁴Muhammad, *Manajemen Pembiayaan Mudharabah di Bank Syariah (Strategi Memaksimalkan Return dan Meminimalkan Risiko Pembiayaan di Bank Syariah sebagai Akibat Masalah Agency)*, Jakarta, Raja Grafindo Persada, 2008, P. 3.

¹⁵Arifin Zainul, *Dasar-Dasar Manajemen Bank Syari'ah*, Jakarta: Pustaka Alfabet 2002, P. 3.

¹⁶ Machmud Amir, *Bank Syariah, Teori Kebijakan dan Studi Empiris di Indonesia*, Edisi Pertama, Cetakan Pertama, Jakarta, Erlangga, 2010, P. 9.

¹⁷ Arifin Zainul, *Dasar-Dasar Manajemen Bank Syari'ah*, Jakarta: Pustaka Alfabet, 2002, P. 3.

¹⁸ Hasibuan Malayu SP. *Dasar-Dasar Perbankan*, Cetakan Pertama, Edisi Revisi, Jakarta, Bumi Aksara, 2008, P. 39.

mechanisms for business activities are based on Islamic law as regulated in the Al-Qur'an and al-Hadith.¹⁹ According to Yusuf and Wiroso, Islamic banks are banks that are based, among others, on the principles of partnership, fairness, transparency, and universality and conduct banking business activities based on sharia principles.²⁰

According to Ascarya and Yumanita, Islamic banks are intermediary institutions and financial service providers that work based on Islamic ethics and value systems, especially those that are free from interest (usury), free from non-productive speculative activities, free from unclear things (gharar), have the principle of justice and only finance business activities that are lawful.²¹

Banks based on sharia principles are regulated in the Law. No. 7 of 1992 as amended by Law No. 10 of 1998 concerning Banking, against the background of a belief in Islam which is an alternative to banking with a specificity in the principles of sharia. As referred to in Article 1 number 13 which states that, "Sharia principles are rules of agreements based on Islamic law between banks and other parties to deposit funds and / or finance business activities, or other activities declared in accordance with sharia, including financing based on principles. profit sharing (mudharabah), financing based on the principle of capital participation (musharakah), the principle of buying and selling goods for a profit (murabahah), or financing of capital goods based on the principle of pure lease without choice (ijarah), or with the option of transferring ownership of the leased goods from the bank by another party (ijarah wa'istisna) ”.

The main principle of sharia in banking business activities is a contract based on Islamic law, in this case between a bank and a customer, both depositors and financing customers or other parties related to the bank. Sharia banking business activities include the following; Wadiah (reservation), Mudharabah (revenue share), Musyarakah (participation), Ijarah (hire purchase), Regards (advance financing), Istishna (gradual financing), Hiwalah (receivables), Kafalah (bank guarantee), Rahn (mortgage), Sharf (foreign exchange transactions), Wardh (bailout loan), Wardhul Hasan (social loan), Ujrah (fee).

If there is a conflict in their business activities, then Islamic banks will apply other procedures to adjust their banking activities to the principles of Islamic sharia. In this case, the National Sharia Council functions to provide advice in the form of fatwas to Islamic banking to ensure that Islamic banking activities are not involved in elements that are not approved by Islam.

In the terminology of fiqh, akad is defined as follows: The relationship of ijab (statement of making a bond) and qabul (statement of accepting a bond) in accordance with the requirements of the

¹⁹ Rachmadi Usman, *Aspek-Aspek Hukum Perbankan di Indonesia*, Jakarta: Gramedia Pustaka Utama, 2001, P. 11

²⁰ Harahap, Sofyan Syafri, Wiroso & Yusuf, Muhammad, *Akuntansi Perbankan Syariah*, Edisi Kedua, Jakarta: Penerbit LPFE Usakti, 2006, P. 135

²¹ Ascarya, dan Diana Yumanita, *Bank Syariah: Gambaran Umum*, Seri Kebanksentralan, No. 14, Jakarta, Pusat Pendidikan dan Studi Kebanksentralan (PPSK) Bank Indonesia, 2005, P. 5

sharia that affect the object of the alliance.²² While the inclusion of the phrase "influential on the object of the alliance" means the occurrence of transfer of ownership from one party (who performs ijab) to another party (who receives acceptance).²³

According to Ahmad az-Zarqa, an expert on Jordanian jurisprudence from Syria, stated that legal actions by humans consist of the following forms:²⁴ Action is an act, Action in the form of words.

According to the language of aqad it has several meanings, including the following:

- a) Tying (ar-rabt), namely, gathering two ends of a rope and tying one of them to the other so that they are connected, then they become a piece of object.²⁵
- b) A joint (aqdatun) that is, a joint that holds the two ends together and ties them together.²⁶
- c) Promise (al-ahdu) as described in the Al-Qur'an, as Allah says in Surah Ali-Imran verse 76 which means as follows: Meaning: "(It is not so), actually who is keeping his promise (made) and pious, then Allah loves those who fear".²⁷

From the description above it can be understood that each 'aqdi (agreement) includes three stages, namely as follows:²⁸ Agreement ('ahdu), Approval of two or more agreements, and Bonds ('aqdu).

According to Hasbi Ash-Shiddieqy, akad is an alliance between ijab and qabul as permitted by syara 'which determines the pleasure of both parties.²⁹ Then, according to Zainal Abdullah, the contract is to make a bond or agreement between the first party (seller) and the second party (buyer) against the purchase of an item or product that is allowed by the provisions of Islamic law.³⁰

The legality of the contract in Islamic law is twofold, first is valid or valid, which means that all the harmonious contracts and all conditions have been fulfilled. The second is vanity if one of the pillars of the contract is not fulfilled, then the contract becomes invalid or invalid, especially if there are elements of maisir, gharar, and usury in it. The contract also has a fairly clear legal basis in the Al-Qur'an, as Allah says in Surah Al-Maidah verse 1 which means, "O you who believe, Fulfill that aqad-aqad".³¹

²² Nasrun Haroen, *Loc. Cit.*, P. 97.

²³ *Ibid.*

²⁴ *Ibid.*

²⁵ Tengku Muhammad Hasbi Ash-Shiddieqy, *Pengantar Fiqh Muamalah*, Semarang: PT. Pustaka Rizki Putra, 2009, P. 22

²⁶ *Ibid.*, P. 22.

²⁷ Department Agama RI, *Al-Qur'an Terjemah Per-kata*, Bandung, Syaamil Al-Qur'an, P. 59

²⁸ Hendi Suhendi, *Fiqh Muamalah*, Jakarta, PT. Raja Grafindo Persada, 2008, P. 45.

²⁹ T.M. Hasbi Ash-Shiddieqy, *Pengantar Fiqh*, Jakarta, Bulan Bintang, 1992, P. 21.

³⁰ Zainal Abdullah, *Fiqh Muamalah*, Jakarta, Pustaka Amani, 2002, P. 76.

³¹ Department Agama RI, *Op.Cit.*, P. 106.

Moreover, the contract can be seen from the naming, because the kinds of contracts in Islamic law are quite extensive. When viewed from the naming, the contract is divided into 2, namely a named and anonymous contract.³²

The covenant named (Al-'Uqud Al-Musamma) is an agreement whose name has been mentioned and explained by the syara '. For example, it has been clearly mentioned in the Qur "an and Hadith. According to Hasby Ashidique, as quoted by Fathurrahman Djamil in his book entitled "Islamic Economic Law: History, Theory, and Concepts",³³ there are about 25 covenants in it, namely as follows. Bai '(sale and purchase), Ijarah (rent rental), Kafalah (Liability), Hawalah (debt transfer), Rahn (mortgage), Bai' al-wafa (sale and purchase with the right of the seller to repurchase his goods), al-'ida / al-wadiah (deposit), Al-'iarah (loan), Hibah, Aqd al-qismah (division of mixed property), akir syirkah (business cooperation), Mudharabah (modak and work cooperation), Muzara'ah (investment in agriculture), Musaqah (investment in trees), Wakalah (representation), Shulh (peace), Tahkim (arbitration), Mukharajah or at-takhruj (selling from inheritance), Qard (loan of goods), Aqdul umari (giving throughout age), Aqdul muqalah / aqdul wala (bear each other's property for those who have no heirs), Aqdul iqalah (agreement of the parties to abolish the contract), zawaj or marriage (marriage), Aqdul washiyyah (will), Aqdu isha or wishaya (the appointment of a person to replace his position in the rights of children and property, after his death).

Then, related to the nameless contract, where the contract has not been named syara ', but appears in the history of Muslims who are adapted to the needs and developments of the times, such as Istishna, Bai' al-wafa (buying and selling of fixed assets such as houses and land due to urgent and temporary needs made by the seller), Bai 'istijrar (the seller provides benefits to others or benefits that are withdrawn by someone from the seller), Bai' al-tahkir (agreement to take advantage of the waqf land by building buildings on the ground such). This nameless contract is based on the legal proposition in the form of 'urf, istishna, Qiyas, which eventually becomes a name.

Thus, in relation to the description of the various contracts above, there are three named contracts that have been mentioned in the Al-Quran and Hadith, in which the three contracts relate to the concept of discussion under study, namely as follows:

1. Qardh agreement.

Etymologically, qard means al-qath'u (fragment). Property that is paid to the muqtaridh (who is invited to the qard contract) is called qaridh, because it is a deduction from the property of the muqrid (person who pays).³⁴

³² Fathurrahman Djamil, *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep*, Jakarta, Sinar Grafika, 2013, P. 44

³³ *Ibid.*

³⁴ Rachmat Syafei, *Fikih Muamalah*, Bandung, Perkasa Setia, 2001, P. 151.

In terminology, qardh according to Hanafiyah scholars is something given by a person from mitsil property (which has similarities) to meet his needs. Qard according to Rachmat Syafei is a specific contract by paying the mitsil property to another person to pay the same property to him.³⁵

Therefore, the Qardh contract is a pure loan, this kind of money loan is in accordance with the provisions of the sharia (no usury), because if he lends money, he may not ask for a larger return than the loan given.³⁶ Where, qardh loans are intended to be given to people who need or do not have financial capacity, for social or humanitarian purposes. The method of repayment and the period for repayment of the loan are determined jointly between the lender and the recipient of the loan.

In the qard agreement, the lender (sharia bank) provides the loan to the customer with the provision that the recipient will repay the loan in accordance with the period that has been promised with the same amount as the loan received. This means that the customer receives the qard loan in the qardul hasan contract, with a social purpose. Islamic banks do not suffer losses on qardul hasan loans, although there are no results on lending, because most sources of qard funds do not come from sharia bank property, but from other sources.³⁷

The source of qardhul hasan funds can come from external or internal. External sources of funds include qardh funds received by business entities from other parties (for example from donations, donations, shadaqah, and so on). Meanwhile, examples of qardh fund sources provided by business entity owners, non-halal income proceeds and penalties for terminating time deposits before maturity.

The legal basis for the qardhul contract is found in the Al-Quran and Hadith, as follows:³⁸

1. As referred to in the word of Allah in Surah Al-Baqarah verse 280, which means as follows.

Meaning: "And if (the debtor) is in difficulty, then give him respite until he has space.

And give alms (part or all of the debt), it is better for you, if you know".³⁹

2. As meant in the word of God in the letter Al-Hadiid verse 11, which means as follows.

It means: "Whoever wants to lend to Allah a good loan, Allah will multiply (the return) of the loan for him and he will get a great reward".⁴⁰

³⁵ *Ibid.*, P. 152.

³⁶ Sri Nurhayati, Wasilah, *Akuntansi Syariah di Indonesia*, Jakarta, Salemba Empat, 2014, P. 259.

³⁷ Ismail, *Perbankan Syariah*, Jakarta, PT. Kharisma Putra Utama, 2016, P. 219.

³⁸ Sri Nurhayati, Wasilah, *Op.Cit.*, P. 260.

³⁹ Departmen Agama RI, *Op.Cit.*, P. 47.

⁴⁰ *Ibid.*, P. 538.

The basis of the argument in this verse is that we are called to "lend to Allah SWT", meaning to spend property in the way of Allah SWT. In line with lending to Allah SWT, we are also called to "lend to fellow human beings", as part of civil society.

3. Ijma'

The scholars have agreed that al-qard can be done. The agreement of this ulama is based on human nature that cannot be without the help and assistance of his brothers. No one person has everything that is needed. Therefore, borrowing and lending has become a part of life in this world.

The object of the qardh contract must be clear about the value of the loan and the time for repayment. The borrower is required to pay the loan principal at the agreed time, it cannot be promised that there will be an addition to the loan principal. However, borrowers are allowed to make voluntary contributions. If indeed the borrower is experiencing financial difficulties, the borrowing period can be extended or write off part or all of his obligations, but if the borrower is negligent then he may be subject to fines.⁴¹

2. Kafalah agreement.

Kafalah is also called dhaman (guarantee), hamalah (burden), and za'amah (dependents). A kafalah contract is an agreement giving guarantees given by the insurer (kafi'il) to a third party (makful lahu) to fulfill the obligations of the second party or the insured party (makful anhu / ashil).⁴²

In the Islamic banking application, kafalah is a service product provided to customers who apply for guarantees to the bank to do work on the orders of the employer. The employer usually gives conditions to the job recipient that there is a guarantor who wants to guarantee the completion of his work, so that the employer feels guaranteed for the implementation of the work given.

There are examples of the designation of the kafalah bank guarantee (bank guarantee) agreement, stand by Letter of Credit, opening of Import L / Cs, acceptances, endorsements, sharia cards (credit cards), and so on.

Al-Kafalah is divided into several types, namely Kafalah Bin Nafs, which is a guarantee given by one person to another who submits a debt to another party. Kafalah Bil-Maal is a guarantee for payment of goods or settlement of debts. This guarantee can be provided by Islamic banks to their customers in exchange for a fee. Kafalah Bit-Taslim is an agreement to guarantee the return of the rented goods, when the lease agreement ends. Kafalah Al-Munjazah is a guarantee given by the guarantor for the work carried out by the guaranteed party, this contract is limited to a certain period of time or is linked with a specific

⁴¹ Sri Nurhayati, Wasilah, *Op. Cit.*, P. 261.

⁴² *Ibid.*, P. 256.

purpose. Kafalah Al-Muallaqah is an agreement made by three parties, namely the guarantor (Islamic bank), the guaranteed party (the employer), and the party guaranteed (the customer).⁴³

The legal basis for the kafalah contract is found in the Koran and Hadith, as follows:

1. As referred to in the word of God in Surah Yusuf verse 72, which means as follows.⁴⁴

Meaning: "The callers said:" We lost the King's cup, and whoever can return it will have foodstuffs (weighing) a camel's load, and I guarantee it.

In this paragraph it is explained that regarding the existence of a guarantor in a provision that has been in an open collective agreement, where it reflects the existence of a dhaman (guarantee) for what has been agreed clearly and openly.

It aims as what is meant in the kafalah Akad, which is an agreement between someone who provides a guarantee (guarantor) to another person. As referred to by the wrong type of kafalah, namely, Kafalah Bin Nafs is a guarantee given by one person to another.

2. As referred to in the Hadith of the Prophet narrated by Bukhari from Salamah bin al-Akwa ', which means as follows.

"The Prophet SAW had presented the body of a man for prayer. Rasulullah asked, Does he have a debt? Friends answered, No. So, he prayed. Then the other body was brought to the fore, the Prophet also asked, Does he have a debt? They said, Yes. Rasulullah said, Pray your friend (he himself does not want to pray). Then Abu Qatada said, I guarantee the debt, O Messenger of Allah. So the Prophet also prayed the body ".⁴⁵

The Rukun Kafalah is divided into 3, namely as follows:

- 1) Perpetrator, which consists of the guarantor, the debtor, and the debtor.
- 2) The object of the contract is in the form of dependents of the indebted party in the form of goods, services or work.
- 3) Qabul consent or handover.⁴⁶

Thus, the Sharia provisions for the guarantor party (kafiil) must be mature (mature) and have a sound mind, have the full right to take legal action in matters of their property and be willing (pleased) with the dependents of the kafalah.

3. Ijarah agreement

Ijarah is taken from the word ajru which means substitute. Therefore, the word tsawab (reward) for an act is also known as al-ajru. In sharia terms, Ijarah is a type of contract to

⁴³ Ismail, *Op.Cit.*, P. 210.

⁴⁴ *Ibid.*, P. 244.

⁴⁵ Shahih Bukhari, *Terjemah Hadits Jilid I-IV*, (Translator, H. Zainuddin Hamidy, dkk), Jakarta, Widjaya, 1992, P. 306.

⁴⁶ *Ibid.*, P. 258.

benefit from wages compensation. Based on this, it is not legal to rent out a tree for its fruit because the tree is not a benefit. It is also illegal to rent out currency, food for consumption, and items that are weighed or measured. This is because all these items cannot be used except by spending them. The benefits in question can be in the form of benefits of an object and can be in the form of buildings, for example the benefits of engineer workers, construction workers, weavers, tailors.⁴⁷

In banking transactions, banks buy fixed assets from suppliers and then lease them to customers with fixed rental fees for a certain period of time. Banks can buy assets from suppliers appointed by the Islamic bank, then after the assets are ready to be operationalized, the fixed assets are leased to the customer.⁴⁸

Ijarah transactions are based on the transfer of benefits (use rights). Not transfer of ownership (ownership rights). So basically the principle of ijarah is the same as the principle of buying and selling, but the difference lies in the object of the transaction. When buying and selling objects are goods, ijarah objects are goods and services. Basically Ijarah is defined as the right to use goods / services for a certain fee. Thus, in the Ijarah contract there is no change in ownership, but only the transfer of use rights from those renting out to tenants.

The legal basis for the kafalah contract is found in the Koran, as follows:

As referred to in the word of Allah in Surah Al-Baqarah verse 233, which means as follows.

Meaning: "... and if you want your child to be breastfed by someone else, then there is no sin for you if you pay accordingly. fear Allah and know that Allah sees what you do."⁴⁹

The argument of the verse is "if you make a proper payment", the meaning of the argument shows that there are services provided due to the obligation to pay a fee properly. This includes leasing or leasing services.⁵⁰

1. *Pillars of the Akad.*

There are differences in opinion of fiqh scholars in determining the pillars of a contract. The jumhur of fiqh scholars states that the pillars of the contract consist of, as follows:⁵¹

- 1) The statement to bind oneself (shighat al-'aqad).
- 2) Parties who agree (al-muta'qidain).
- 3) The object of the contract (al-mu'qud 'alaih).

Hanafi Ulema held that the contract was only one pillar, namely shighat al-'qad (ijab and qabul), while the parties who have contracted and the object of the contract, according to

⁴⁷ Sayyid Sabiq, *Fiqh Sunnah*, (Translator, Asep Sobari, dkk), Jakarta, Al-I'tishom, 2008, P. 362.

⁴⁸ Ismail, *Op.Cit.*, P. 160.

⁴⁹ Departemen RI, *Op. Cit.*, P. 37.

⁵⁰ Sayyid Sabiq, *Fiqh Sunnah*, *Op. Cit.*, P. 18.

⁵¹ Nasrun Haroen, *Op. Cit.*, P. 99.

them, do not belong to the pillars of the contract, but include the terms of the contract, because according to them, what is said to be in harmony is an essence that is in the contract itself, while the parties to the contract and the object of the contract are outside the essence of the contract.

Shaghat al-'aqd is the most important pillar of the contract, because it is through this statement that the intentions of each party carrying out the contract are known. This Shaghat al-'aqd is manifested through consent and qabul.⁵² Consent and qabul can take the form of words, writings, deeds and signs. With a sale and purchase agreement, for example, the consent statement is expressed by saying "I am selling this nuku for Rp. 10,000, - and the other party states qabul by saying "I bought this book for Rp. 10,000, - ". The statement of consent and qabul through writing is the same, and must meet the three conditions outlined above. In the statement of their intention to carry out a contract through this paper, the scholars made a fiqh rule which states that, as follows.

"Writing is the same as an oral expression".⁵³

The meaning of the word above which means, a clear statement that is set forth in the form of law enforcement is the same as direct expression through oral.

Imam as-Shafi'i in the qaul qadim (old / first opinion) does not allow a contract like this, because the will of the two parties to the contract must be stated clearly starting from the agreement and qabul. However, jumrul ulama of fiqh, including later generations of Shafi'iah scholars, such as Imam an-Nawawi, allow buying and selling like this, because this way of buying and selling has become a habit of people in various Islamic areas, this is as expressed by Asy-Syarbaini al. -Khathab in his book entitled "Mughni al-Muhtaj" Volume II, which is quoted by Nasrun Haroen in his book "Fiqh Muamalah".⁵⁴

A contract can also be made through a signal that clearly shows the will of the parties who carry out the contract. For example, the signs shown by a mute person who cannot write, read. In this connection, the scholars of fiqh also made a rule, namely as follows.

"A clear gesture from a mute person equals a verbal explanation."

The meaning of the rule above, which means, if the sign is put forward by a person who has become a habit for him, and the sign indicates his will to perform a contract, then the sign is in the same position as the verbal explanation of the person speaking directly.

2. General Conditions of a Contract.

The scholars of fiqh set some general conditions that must be fulfilled by a contract. In addition, each contract also has special conditions. The sale and purchase agreement has its

⁵² Ibid.

⁵³ Ibid., P. 100.

⁵⁴ Ibid.

own terms, while al-wadi'ah, al-grant, and al ijarah (lease) are the same. The general conditions for a contract are as follows:⁵⁵

- 1) The parties who carry out the contract are already competent in acting lawfully (mukallaf) or if the object of the contract is the property of a person who is not or is not legally competent, it must be done by the guardian. Therefore, a contract that is carried out by crazy people and small children who have not directly muamyiz, the law is invalid. However, if it is done by their guardian, and the nature of the contract carried out by this guardian gives benefits to the people he / she is working for, then the contract is valid.
 - 2) The object of the contract was recognized by syara '. For the object of this contract, it is also required, namely: a) in the form of property, b) owned by someone, and c) worth assets according to syara '. Therefore, if the object of the contract is something that is not valuable in Islam, then the contract is invalid, such as khamar (liquor). Apart from that, the jumhur of fiqh scholars apart from hanafiyah ulama states that unclean goods, such as dogs, hair from pigs, carcasses and blood cannot be used as the object of the contract, because unclean has no property value in syara '.
3. *Freedom of Expressing the Conditions in the Contract.*

The scholars of fiqh stipulate that a contract that has fulfilled the pillars and conditions has a binding force on the parties who carry out the contract. Every human being has the freedom to bind himself to a contract which must be fulfilled by all the legal consequences caused by the contract. This is in line with the word of Allah in the letter Al-Ma'idah verse 1, which is as follows: Meaning: "O people who believe, fulfill the aqad-aqad". (Surah Al-Ma'idah: 1) The problems discussed by the scholars of fiqh are the conditions made by the parties who have contracted in a contract. For example, a sale and purchase agreement where the quantity of goods is large enough or the goods required to be transported to the buyer's house, the buyer requires that the goods be delivered to the house, not brought by the buyer himself.

According to the Hanafiyah and Malikiyah scholars, parties with a free contract state the requirements in a contract as long as those conditions are beneficial for both parties. For example, determining certain properties that are useful for the items purchased, such as the items purchased must be neatly wrapped and delivered to the buyer's house. However, they still state that the condition must not be contrary to the will of syara '.

4. *The termination of the Agreement.*

The scholars of fiqh state that a contract can end if, as follows:⁵⁶

- 1) The expiration of the contract, if the contract has a grace period.

⁵⁵ *Ibid.*, P. 101-105.

⁵⁶ *Ibid.*, P.108-109.

- 2) Canceled by the parties who have contract, if the contract is non-binding.
- 3) In a binding contract, a contract can be considered terminated if: a) buying and selling of facades, such as deceptive elements, one of which is harmonious or the conditions are not met, b) the enactment of Khiyar asy-Syarth, Khiyar al-'Aib, or Khiyar al -Ru'yah, c) the contract was not carried out by either party, and d) the goal of the contract was achieved perfectly.
 - a) Khiyar ash-Syarth, namely, the right to vote assigned to one of the parties who contracted or both or for other people to continue or cancel the sale and purchase, as long as it is still within the stipulated time frame.⁵⁷
 - b) Khiyar al-'Aib, namely, the right to cancel or carry out a sale and purchase for both parties who contract, if there is a defect in the object being traded, and the owner does not know the defect when the contract takes place.⁵⁸
 - c) Khiyar al-Ru'yah, namely, the right to vote for the buyer to declare valid or cancel the sale and purchase he made of an object that he had not seen when the contract was in effect.⁵⁹
- 4) One of the people who agreed to pass away. However, in this case, the scholars of fiqh stated that not all contracts automatically end with the death of one of the parties. Contracts that can end with the death of one of the parties are the lease agreement, ar-rahn, al-kafalah, asy-syairkah, al-wakalah, and al-muzara'ah.

All provisions described above must be fulfilled and applied to Islamic banks, especially Aceh Syariah Bank, so that Bank Aceh Syariah does not become involved in elements that are not approved by Sharia.

In the product cooperation agreement between PT. Bank Mandiri (Persero), Tbk with PT. Bank Aceh concerning the Issuance and Marketing of Co Brand Credit Cards which was established on October 24, 2014 located in Jakarta. In the agreement in Article 1 paragraph (1.1) states that, "Bank Aceh Co-Brand Kredit Card is a card issued by and owned by Bank Mandiri under the Visa Worldwide Pte. Limited with Bank Aceh as a Co-Branding partner, with the help and design based on the agreement of the parties ", in paragraph (1.2) states that," The Co-Branding Program is a collaboration in the issuance and marketing of Bank Aceh Co-brand credit cards between Bank Mandiri and Bank. Aceh where Bank Mandiri acts as the issuer and owner, while Bank Aceh is the Co-Branding partner ", in paragraph (1.6) states that," Prospective Bank Aceh Co-Brand Credit Card Holders are Bank Aceh employees, customers or non-Bank Aceh customers who submitted by Bank

⁵⁷ *Ibid.*, P.132.

⁵⁸ *Ibid.*, P.136.

⁵⁹ *Ibid.*, P.137.

Aceh to Bank Mandiri for processing in accordance with the applicable regulations at Bank Mandiri ”.⁶⁰

In addition, in terms of product benefit provisions, the agreement still applies an Interest Rate, as stipulated in Article 1 paragraph (1.8) which states that, “Interest Rate is the interest rate on Bank Aceh Co-Brand credit cards set by Bank Mandiri. ”. In this paragraph, it is quite clear that the applicable contractual principles are conventional principles not sharia principles. As stated in the Cooperation Agreement between PT. Bank Mandiri (Persero), Tbk., With PT. Bank Aceh, regarding the Issuance and Marketing of Co-Brand Credit Cards, Number PT. Bank Mandiri (Persero), Tbk: CSF.CCD / PKS / 15/8/2014, and Bank Aceh Number: 148 / BA / PK / X / 2014.

In this agreement, Bank Aceh also has the obligation to meet the marketing targets for the Bank Aceh Co-Brand Credit Card that have been agreed upon by the Parties, namely as follows.⁶¹

Tabel. I

No.	Years	Per-year	Cumulative
1	First year	5.000 cards	5.000 cards
2	Second year	5.000 cards	15.000 cards
3	Third year	5.000 cards	15.000 cards

The calculation of the target number of new cards above starts from the launch date of the Bank Aceh Co-Brand Credit Card product.

In the agreement, it is quite clear that the agreement made is a term of agreement, namely for 3 years according to the target agreed upon by the parties in the agreement. In addition, regarding database ownership, documents and property rights, legal ownership of Bank Aceh data is also given to Bank Mandiri, as referred to in Article 5 paragraph (5.1.) Number 1, stating that, “Bank Aceh is the legal owner of Bank Aceh customer database. provided to Bank Mandiri in terms of cooperation as stipulated in this Agreement ”.

Agreements like this also have an effect on the customer database owned by Bank Aceh, because prospective credit card holders trust Bank Aceh not Bank Mandiri. Although in Article 5 paragraph (5.1.) Point 2 it is explained that “Database as mentioned in paragraph 4.1.1. mentioned above are not permitted to be cross-offered with other banking products other than those related to the Bank Aceh Co-Brand Credit Card, unless Bank Mandiri can prove that the database was not obtained from the Bank Aceh database”.⁶²

In the First Addendum of 2015 regarding the Cooperation Agreement between PT. Bank Mandiri (Persero), Tbk., With PT. Bank Aceh, regarding the Issuance and Marketing of Co-Brand Credit Cards, also applies the same terms as in 2014, as stated in the Cooperation Agreement Number

⁶⁰ Naskah Perjanjian Kerjasama Antara PT. Bank Mandiri (Persero), Tbk., dengan PT. Bank Aceh, tentang *Penerbitan dan Pemasaran Kartu Kredit Co-Brand*, Jakarta, October 24th 2014, P. 2.

⁶¹ *Ibid.*, P. 5.

⁶² *Ibid.*, P 6.

PT. Bank Mandiri (Persero), Tbk: CSF.CCD / PKS / 15/8/2014, jo Bank Aceh Number: 148 / BA / PK / X / 2014. As set forth in Article 7 paragraph (7.1.) States that, "This agreement is valid for a period of 3 (three) years from January 1, 2015, and funds will end on January 31, 2017".

After the Bank Aceh Co-brand credit card agreement period ends, the card can still be used for a period of 3 (three) years, according to the valid date printed on the card. In addition, in the middle of the Co-Brand Credit Card cooperation agreement, to be precise in September 2016, Bank Aceh Converted to Bank Aceh Syariah which directly all business activities and banking products of Bank Aceh must comply with Sharia principles.

However, the change in the status of Bank Aceh did not change the application of the Akad in the Bank Aceh Co-Brand Credit Card as one of its banking business products. This is as expressed by Iswardi, as the Head of Legal at Bank Aceh Syariah, which should have changed all ten elements of a Conventional Bank and its provisions have been changed to Sharia Principles in accordance with the provisions of Law Number 21 of 2008 concerning Islamic Banking.

In the process of converting a conventional bank into a sharia bank, the control exercised by Bank Indonesia and the Financial Services Authority in particular regarding the aspects of banking business activities is to see whether all the specified conversion requirements have been met by the bank or not. Meanwhile, from the sharia aspect, this is done by looking at the fulfillment of the commitment of the bank concerned to complete the status of the customer or other third parties, including whether the bank actually converts the products given to customers into sharia-based products. Regarding this, 60 (sixty) days are given. As regulated in the Financial Services Authority Regulation Number 64 / Pojk.03/2016 concerning Changes in Business Activities of Conventional Banks to become Sharia Banks Article 17 number (1) "Conventional Banks that have obtained a license to change their business activities to become Sharia Banks are required to carry out business activities based on the Principles. Sharia no later than 60 (sixty) days from the date the license to change business activities is granted. "

According to Gatot Dwi Purwanto as Director of Legal Affairs for the Indonesian Bank Directorate, banks that do the conversion will first announce to the public and provide an alternative settlement of customer funds deposited in the bank concerned. The practice that occurs is usually in the form of disbursement of deposited funds, while customers who do not mind that the contract changes are made.⁶³

As it is understood, Indonesia in its policies regarding banking adheres to a dual banking system, namely two banking systems (conventional and syariah side by side), the implementation of which is regulated in various applicable laws and regulations. Therefore, what happens is that Islamic banks do not stand alone (independent), so that in their operation they still have their head at

⁶³ Nindyo Pramono, *Bunga Rampai Hukum Bisnis Aktual*, Bandung, PT Citra Aditya Bakti, 2016, P. 136

conventional banks. If this is the case, the existence of sharia banking will only be a part of the conventional bank development program, even though what is desired is a truly independent sharia with its various instruments as part of a nationally recognized banking.⁶⁴

This dual banking system era began in 1992 with the promulgation of Law Number 7 of 1992 concerning banking, which was then confirmed by Law Number 10 of 1998 which was an amendment to Law Number 7 of 1992. Through Law Number 10 of 1998 The existence of sharia banking has received firmer recognition, namely by mentioning banks based on sharia principles.⁶⁵

According to Wirdyaningsih, et al, until the issuance of Law Number 10 of 1998, Indonesia has gone through two stages of development, namely the "introduction stage" which is marked by the enactment of Law Number 7 of 1992, and the "recognition stage". which is marked by the enactment of Law Number 10 of 1998. The next desired stage is the "purification stage" which will later be marked by the enactment of a law specifically regulating Islamic banking.⁶⁶

Thus, the "purification stage" is marked by the enactment of Law Number 21 of 2008, which was promulgated in the State Gazette on July 16, 2008 concerning Islamic Banking. This law introduces several new contents and new legal institutions aimed at supporting the implementation of national development in the context of increasing justice, togetherness and equitable distribution of people's welfare.⁶⁷

Regarding the process of converting a bank into a bank based on sharia principles, the problem that the bank wants to pay close attention to is how to convert its products. Products that are originally based on the principle of interest must be converted into products based on traditional Islamic contracts. Characteristics that are based on conventional bank products and Islamic bank products need to be understood, among others by referring to the laws and regulations in the field of Islamic banking and fatwas of the National Sharia Council-Indonesian Ulema Council (DSN-MUI).

Furthermore, the implementation of the conversion from a conventional bank to a sharia bank, Bank Indonesia structurally has not seen any obstacles in it. However, there are still many technical internal bank constraints, for example related to bank assets that are not tradeable or difficult to sell, accounts that cannot be converted into sharia, for example bonds and such as the problem under study, namely credit cards.

⁶⁴ Abdul Ghofur Ashori, *Perbankan Syariah di Indonesia*, Yogyakarta, Gadjah Mada University Press, 2007, P. 33-24

⁶⁵ Abdul Ghofur Ashori, *Pembentukan Bank Syariah Melalui Akuisisi dan Konvensi (Pendekatan Hukum Positif dan Hukum Islam)*, Yogyakarta, UII Press, 2010, P. 17.

⁶⁶ Wirdyaningsih-et al, *Bank dan Asuransi Islam di Indonesia*, Jakarta, Kerjasama Kencana Media Group dan Fakultas Hukum Universitas Indonesia, 2005, P.3.

⁶⁷ Abdul Ghofur Ashori, *Op. Cit.*, P. 18.

Then, the settlement of the customer's status related to rights and obligations in the event of a change from a conventional bank to a sharia bank is an important point in determining the validity of the sharia side of the activity.⁶⁸

IV. CONCLUSION

After the conversion of Bank Aceh into Bank Aceh Syariah there was no change in the contract in the Bank Aceh Co-Brand Credit Card product, which is in accordance with sharia principles, as it is understood that the purpose of Islamic law that has been formulated is Maqasid al-Syariah, namely human happiness, which can be described in terms of benefit, enjoyment, justice, mercy and so on. The happiness values are abstract (in abstracto) which must be realized in real form (in concreto). Until now, the contract used in the product is still conventional as previously agreed, as set forth in the Cooperation Agreement Number PT. Bank Mandiri (Persero), Tbk: CSF.CCD / PKS / 15/8/2014, in conjunction with Bank Aceh Number: 148 / BA / PK / X / 2014, in Article 1 paragraph (1.8) which states that, "Interest rates are Bank Aceh Co-Brand credit card interest rates set by Bank Mandiri ". Although the agreement is conventionally terminated as set out in Article 7 paragraph (7.1.) States that, "This agreement is valid for a period of 3 (three) years starting January 1, 2015 and will end on January 31, 2017". Bank Aceh Co-Brand Credit Card products can still be used today. If using the Bank Aceh Brand, the product should have changed its position in accordance with the DSN-MUI fatwa No. 54 regarding the Sharia Card, where products that are originally based on the principle of interest must be converted into products based on Islamic contracts. In order for justice to be realized, the principles of sharia must be implemented properly and appropriately, it also aims to solve all legal problems that are not stated explicitly in the text by referring to the general benefit of mankind which as a whole rests on Maqashid al-Syari'ah.

⁶⁸ Abdul Ghofur Ashori, *Op. Cit.*, P. 146.

BIBLIOGRAPHY

- Abdul Ghofur Ashori, Perbankan Syariah di Indonesia, Yogyakarta, Gadjah Mada University Press, 2007.
- Abdul Ghofur Anshori, Pembentukan Bank Syari'ah Melalui Akuisisi dan Konversi (Pendekatan Hukum Positif dan Hukum Islam), UII Press, Yogyakarta, 2010.
- _____, Hukum Perbankan Syariah, Bandung, PT Rafika Aditama, 2009.
- Arifin, Zainul, Dasar-Dasar Manajemen Bank Syari'ah, Jakarta, Pustaka Alfabet, 2002.
- Ascarya, dan Diana Yumanita, Bank Syariah: Gambaran Umum, Seri Kebanksentralan, No. 14, Jakarta, Pusat Pendidikan dan Studi Kebanksentralan (PPSK) Bank Indonesia, 2005.
- Abdulkadir Muhammad, Hukum dan Penelitian Hukum, Bandung, Citra Aditya Bakti, 2004.
- Duma Barrung, Asas Kebebasan Berkontrak dan Perlindungan Konsumen Pada Perjanjian Kredit, Makalah Pada Dialog Sehari PP-INI dengan Perbanas, Jakarta, 29 Mei 2002.
- Edy Wibowo dan Untung Hendy Widodo, Mengapa Memilih Bank Syari'ah, Bogor, Ghalia Indonesia, 2005.
- Fathurrahman Djamil, Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep, Jakarta, Sinar Grafika, 2013.
- Harahap, Sofyan Syafri, Wiroso & Yusuf, Muhammad, Akuntansi Perbankan Syariah, Edisi Kedua, Jakarta, Penerbit LPFE Usakti, 2006.
- Hengki Firmanda, Syari'ah Card (Kartu Kredit Syariah) Ditinjau dari Asas Utilitas dan Masalahah" Jurnal Ilmu Hukum Volume 4 Nomor 2, Juli Tahun 2014.
- Hasibuan, Malayu SP. Dasar-Dasar Perbankan, Cetakan Pertama, Edisi Revisi, Jakarta, Penerbit Bumi Aksara, 2008.
- Hendi Suhendi, Fiqh Muamalah, Jakarta, PT. Raja Grafindo Persada, 2008.
- Ismail, Perbankan Syariah, Jakarta, PT. Kharisma Putra Utama, 2016.
- Muhammad, Manajemen Pembiayaan Mudharabah di Bank Syariah (Strategi Memaksimalkan Return dan Meminimalkan Risiko Pembiayaan di Bank Syariah sebagai Akibat Masalah Agency), Jakarta, Raja Grafindo Persada, 2008.
- Machmud Amir, Bank Syariah, Teori Kebijakan dan Studi Empiris di Indonesia, Edisi Pertama, Cetakan Pertama, Jakarta, Erlangga, 2010.
- Muhammad, Lembaga-Lembaga Keuangan Kontemporer, Yogyakarta, UII Press, 2000.
- Nindyo Pramono, Bunga Rampai Hukum Bisnis Aktual, Bandung, PT Citra Aditya Bakti, 2016.
- Rachmadi Usman, Aspek-Aspek Hukum Perbankan di Indonesia, Jakarta, Gramedia Pustaka Utama, 2001.
- Rachmat Syafei, Fikih Muamalah, Bandung, Perkasa Setia, 2001.

- Sayyid Sabiq, Fiqh Sunnah, (Translator, Asep Sobari, dkk), Jakarta, Al-I'tishom, 2008.
- Sri Nurhayati, Wasilah, Akuntansi Syariah di Indonesia, Jakarta, Salemba Empat, 2014.
- Setiawan R, Pokok-Pokok Hukum Perikatan, Binacipta, Bandung, 1994.
- Subekti, Aspek-Aspek Hukum Perikatan Nasional, Bandung, Alumni, 1976.
- Sudikno Mertokusumo, Hukum Acara Perdata Indonesia, Yogyakarta, Liberty, 1985.
- Subekti, Pokok-Pokok Hukum Perdata, Jakarta, Intermasa, 1992.
- Shahih Bukhari, Terjemah Hadits Jilid I-IV, (Translator, H. Zainuddin Hamidy, dkk), Jakarta, Widjaya, 1992.
- T.M. Hasbi Ash-Shiddieqy, Pengantar Fiqh Muamalah, Semarang, PT. Pustaka Rizki Putra, 2009.
- _____, Hasbi Ash-Shid, Pengantar Fiqh, Jakarta, Bulan Bintang, 1992.
- Wirdyaningsih-et al, Bank dan Asuransi Islam di Indonesia, Jakarta, Kerjasama Kencana Media Group dan Fakultas Hukum Universitas Indonesia, 2005.
- Zainal Abdullah, Fiqih Muamalah, Jakarta, Pustaka Amani, 2002.
- Naskah Perjanjian Kerjasama Antara PT. Bank Mandiri (Persero), Tbk., dengan PT. Bank Aceh, tentang Penerbitan dan Pemasaran Kartu Kredit Co-Brand.
- Pengertian Bank Syariah, accessed on website: http://www.banksyariah.net/2012/07/pengertian-bank-syariah_19.html.