

Implementation Of Dsn Mui Fatwa No: 07/Dsn-Mui/IV/2000 On BMT Mandiri Sejahtera Sugio Mudharabah Financing

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Abstract:

BMT as a microfinance institution has an important role in the development of micro, small and medium enterprises in rural areas. This research was conducted to find out how the implementation of mudharabah financing at BMT Mandiri Sejahtera Sugio from the perspective of Fatwa DSN MUI No: 07/DSN-MUI/IV/2000. The research method used is qualitative method with descriptive analysis technique. The results showed that the implementation of mudharabah financing in BMT Mandiri Sejahtera Sugio is not fully in accordance with the fatwa DSN MUI No: 07/DSN-MUI/IV/2000. Things that have not been appropriate is if mudharib suffered accidental losses then the loss should be borne by BMT Mandiri Sejahtera Sugio, but BMT Mandiri Sejahtera Sugio has not been able to bear the loss and the BMT was forced to disburse collateral

Keywords: *Financing, Mudharabah, Fatwa DSN-MUI*

Abstrak

Industri halal di Indonesia menghadirkan peluang signifikan bagi pertumbuhan ekonomi, didukung oleh demografi Muslim yang besar di negara ini. Namun, potensi ini belum sepenuhnya terwujud karena tantangan dalam menerapkan Rantai Nilai Halal (HVC) yang komprehensif. Studi ini bertujuan untuk mengkaji peran HVC dalam memperkuat ekosistem industri halal Indonesia dengan mengidentifikasi kendala yang ada dan mengusulkan solusi strategis. Dengan menggunakan metode kualitatif deskriptif dengan penelitian kepustakaan, artikel ini mengidentifikasi komponen-komponen utama HVC dan membahas perlunya kolaborasi antar pemangku kepentingan, penyelarasan dengan standar internasional, dan transformasi digital. Temuan-temuan tersebut menyoroti pentingnya mengembangkan infrastruktur halal yang terintegrasi, meningkatkan kolaborasi antar sektor, dan mengadopsi teknologi blockchain untuk transparansi. Strategi-strategi ini bertujuan untuk memposisikan Indonesia sebagai pemimpin global dalam industri halal dan meningkatkan daya saing produk halalnya di pasar internasional.

Kata Kunci: *Pembiayaan, Mudharabah, Fatwa DSN-MUI*

INTRODUCTION

During the recend period, the sharia financial industry in Indonesia has experienced positive and significant progress, especially in the sharia banking sector. The enactment of Law Number 21 of 2008 concerning Sharia Banking provides a strong impetus and opens a new chapter for the development of the sharia banking industry in Indonesia. This law not only views sharia banking as an equal partner to conventional banking, but also as a financial institution capable of meeting customer needs in accordance with the real and specific needs of each customer. In other words, this regulation not only recognizes the existence of sharia banking as a comparable alternative to conventional banking, but also emphasizes its ability to provide financial services that suit the specific and real needs of each customer. This reflects the important role of sharia banking in supporting sustainability and inclusive economic growth in Indonesia (Umam, 2016).

Like the sharia banking financial industry, it is hoped that other non-bank sharia financial industries can also experience significant developments in their respective business fields. The presence of Sharia Microfinance Institutions (LKMS), such as Baitul Maal WaTamwil (BMT), is considered to have a crucial role in encouraging the economic progress of society. BMT is a microfinance institution that operates based on sharia principles, aiming to develop micro and small businesses with the aim of improving welfare and protecting the interests of the lower middle class.(Widodo, 1999). Conceptually, BMT has two Baitul Tamwil functions (Bait = House, At Tamwil = Property Development). So BMT is an integrated independent business center whose core content is bayt al-mal wa al-tamwil with activities to develop productive businesses and investments in improving the quality of economic activities of lower and small entrepreneurs, including encouraging savings activities and supporting financing activities.(Azizz & Ulfah, 2010).

BMT, as a microfinance institution entity, has a very important role in supporting the growth of micro, small and medium enterprises (MSMEs) in rural areas. Most MSMEs that have great potential for growth often experience difficulties in obtaining additional capital from commercial banks because the procedures are too long and complicated. At BMT, a profit sharing system is implemented which is expected to provide convenience for the community, especially MSMEs, in carrying out their business activities without placing excessive burdens.(Ihsanudin, 2016).

Micro, small and medium enterprises (MSMEs) generally operate in the traditional sector, where the risks are not in line with the experience of conventional banking which uses an interest or usury system. On the other hand, the profit sharing system in sharia banking avoids the principle of obtaining profits through financing in collaboration with other parties. Therefore, the development of Sharia Financial and Banking Institutions should be focused on supporting the growth of small and medium businesses. Various forms of collaboration can be realized by Sharia Microfinance Institutions, such as BMT, with the MSME sector. One form of cooperation is through a profit sharing system using a mudharabah contract or mudharabah financing. Mudharabah financing is a cooperative agreement between two or more parties, where the capital owner (shahibul maal) hands over a certain amount of capital to the manager (mudharib) with a profit sharing agreement. In this form, cooperation occurs with full capital contribution from shahibul maal and expertise from mudharib (Sutedi, 2009). This form of cooperation will certainly be very beneficial for both parties if it is based on honesty and trust between them.

The Sugio branch office of BMT Mandiri Sejahtera is one of 22 branches in East Java and was established on January 15 2017. Since its initial establishment, this branch has experienced positive developments. The establishment of BMT Mandiri Sejahtera Sugio Branch aims to make the people around Sugio understand and understand the importance of carrying out transactions in accordance with the principles of Islamic law. Apart from that, this branch also has a mission to help market traders not depend on the services of loan sharks.

In implementing mudharabah financing at BMT Mandiri Sejahtera Sugio, profit distribution in percentage form is determined based on the amount of daily or monthly profits. If the mudharib experiences a loss in running the profit sharing business, and it is not caused by the mudharib's intention, then the mudharib still has to pay the principal installments every month. If the mudharib is still unable to pay the principal installments, BMT will be forced to cash in the collateral.

Based on the National Sharia Council Plenary Meeting which decided on the National Sharia Council Fatwa No: 07/DSN-MUI/IV/2000 regarding mudharabah financing. In its decision to stipulate a fatwa regarding mudharabah financing, the sixth point of the financing provisions states "LKS as the fund provider bears all losses resulting from mudharabah unless

the mudharib (customer) makes an intentional mistake, is negligent, or violates the agreement. Based on the background of this problem, researchers are interested in knowing about the implementation of mudharabah financing at BMT Mandiri Sejahtera Sugio from the perspective of DSN MUI Fatwa No: 07/DSN-MUI/IV/2000.

RESEARCH METHODS

This research applies qualitative research methods, which are defined as an investigation process to understand social problems. This method is based on creating a holistic picture as a whole, which is expressed through words. This research also involves reporting informants' views in detail and arranged in a natural context (Silalahi, 2010). Boghdan and Tailor state that the qualitative method is a research approach that produces descriptive data, consisting of oral, written expressions and the behavior of the people observed. (Soewadji, 2012). This research uses a qualitative approach because its essence is to provide information, understanding, description, and contribution to the development of knowledge related to the content and quality of the target or object of research. (Sutopo, 2006).

Data collection techniques in this research were carried out by observation, interviews, documentation. Interviews were conducted with the management of BMT Mandiri Sejahtera Sugio and customers who carried out mudharabah transactions with BMT Mandiri Sejahtera Sugio. Regarding data analysis techniques, in this research the author used a descriptive analysis method using a qualitative approach. In this research, the author searched for data using data collection techniques such as observation, interviews and documentation relevant to the research title. Furthermore, the author also looks for legal ideas related to mudharabah financing, such as the DSN MUI fatwa document No: 07/DSN-MUI/IV/2000 concerning mudharabah financing. After that, the author writes with emphasis on symptoms, which aims to describe the suitability of the practice of mudharabah financing at BMT Mandiri Sejahtera Sugio with the DSN MUI fatwa No: 07/DSN-MUI/IV/2000 then the data that the author has obtained describes in the form written words

RESULTS AND DISCUSSION

BMT Sugio branch office is one of 22 BMT Mandiri Sejahtera branches in East Java and was established on January 15 2017. Since its inception, this branch has experienced positive development. The establishment of BMT Mandiri Sejahtera Sugio Branch aims to make the people around Sugio understand and understand the importance of carrying out transactions in accordance with the principles of Islamic law. Apart from that, this branch also has a mission to help market traders not depend on the services of loan sharks.

BMT Mandiri Sejahtera East Java Sugio Branch provides various programs to improve the economic level of the Sugio Lamongan community. One of the programs is the provision of financing in accordance with Islamic sharia principles. Apart from that, BMT also provides guidance to Micro, Small and Medium Enterprises (MSMEs) regarding business management so that they can run well and in accordance with Islamic sharia principles. The financing provided by BMT Mandiri Sejahtera uses the Mudharabah principle, where business capital is given to individuals who are allowed to manage assets by getting a certain share of the profits, in accordance with the predetermined nisab and agreement. BMT Mandiri Sejahtera Sugio District provides business capital funds to its members with the aim of enabling them to increase their income and achieve a prosperous economic life.

The implementation of business financing with a mudharabah agreement at BMT Mandiri Sejahtera Sugio uses the absolute mudharabah type of financing, where BMT gives members the

freedom to determine the type of business they want. However, profit sharing must be in accordance with the agreement between both parties, with a standard profit sharing percentage of 40% for BMT and 60% for mudharib.

Mudharabah financing at BMT Mandiri Sejahtera Sugio has various terms, including three months, six months and twelve months. However, the majority of BMT Mandiri Sejahtera members in Sugio District prefer a period of three months and six months, because the majority of them are farmers and traders considering their employment factors.

Mudharabah financing according to National Sharia Council Fatwa No: 07/DSN-MUI/IV/2000 is as follows(DSN-MUI, 2000):

First, financing terms:

1. Mudharabah financing is financing distributed by LKS to other parties for a productive business.
2. In this financing, LKS as shahibul maal (fund owner) finances 100% of the needs of a project (business), while the entrepreneur (customer) acts as mudharib or business manager.
3. The business period, procedures for returning funds, and profit sharing are determined based on an agreement between both parties (LKS with the entrepreneur).
4. *Mudharib* may carry out various kinds of business that have been mutually agreed upon and in accordance with sharia; and LKS does not participate in company or project management but has the right to provide guidance and supervision.
5. The amount of financing funds must be clearly stated in cash and not receivables.
6. LKS as the fund provider bears all losses resulting from mudharabah unless the mudharib (customer) makes an intentional mistake, is negligent, or violates the agreement.
7. In principle, in mudharabah financing there is no guarantee, but to ensure that the mudharib does not make any deviations, the LKS can ask for a guarantee from the mudharib or a third party. This guarantee can only be disbursed if the mudharib is proven to have violated the matters mutually agreed upon in the contract.
8. Entrepreneur criteria, financing procedures and profit sharing mechanisms are regulated by the LKS taking into account the DSN fatwa.
9. Operational costs are borne by the mudharib.
10. In the event that the funder (LKS) does not carry out its obligations or violates the agreement, the mudharib is entitled to compensation or costs incurred.

Second, terms and conditions of financing:

- 1) Fund providers (shahibul maal) and managers (mudharib) must be legally competent.
- 2) Statements of consent and qabul must be stated by the parties to show their will in entering into a contract (akad), taking into account the following matters:
 - a. Offers and acceptances must explicitly indicate the purpose of the contract (akad).
 - b. Acceptance of the offer is made at the time of contract.
 - c. The contract is stated in writing, through correspondence, or using modern communication methods.
3. Capital is a sum of money and/or assets given by a fund provider to a mudharib for business purposes with the following conditions:
 - a. The amount and type of capital must be known.
 - b. Capital can be in the form of money or goods that are valued. If capital is given in the form of assets, then these assets must be valued at the time of the contract.
 - c. Capital cannot be in the form of receivables and must be paid to the mudharib, whether in stages or not, according to the agreement in the contract.
4. Mudharabah profit is the amount obtained as excess capital. The following profit conditions must be met:
 - a. It must be intended for both parties and must not be required for only one party.

- b. The proportional profit share for each party must be known and stated at the time the contract is agreed and must be in the form of a percentage (ratio) of the profits according to the agreement. Changes in the ratio must be based on agreement.
 - c. The fund provider bears all losses resulting from mudharabah, and the manager must not bear any losses unless they result from intentional errors, negligence, or breach of agreement.
 - 5. Business activities by managers (mudharib), as a balance (muqabil) of capital provided by fund providers, must pay attention to the following matters:
 - a. Business activities are the exclusive right of the mudharib, without interference from fund providers, but he has the right to supervise.
 - b. The fund provider must not limit the manager's actions in such a way that it can hinder the achievement of the mudaraba goal, namely profit.
 - c. Managers must not violate Islamic Sharia law in their actions related to mudharabah, and must comply with the customs that apply in these activities.
- Third, legal provisions on financing:
- 1. *Mudharabah* may be limited to a certain period.
 - 2. Contracts must not be linked (mu'allaq) to a future event that may not necessarily occur.
 - 3. Basically, in mudharabah there is no compensation, because basically this contract is a trust (yad al-amanah), except as a result of intentional mistakes, negligence, or breach of agreement.
 - 4. If one party does not fulfill its obligations or if a dispute occurs between the two parties, then the resolution is carried out through the Sharia Arbitration Board after no agreement has been reached through deliberation.

The following is a discussion of the Implementation of Mudharabah Financing at BMT Mandiri Sejahtera Sugio Perspective of DSN MUI Fatwa No: 07/DSN-MUI/IV/2000:

a. Financing Terms

The results of the analysis show that mudharabah financing at BMT Mandiri Sejahtera Sugio is financing provided to members for productive business purposes, not for consumptive business purposes. This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of the first point which states that mudharabah financing is financing distributed by LKS to other parties for a productive business.

Mudharabah financing at BMT Mandiri Sejahtera Sugio has no deductions at all, this means that BMT Mandiri Sejahtera Sugio as shahibul maal finances a project or business according to the nominal stated in the agreement without any deductions, while the administration fees are paid separately by the member as mudharib. This is in accordance with Fatwa DSN N0.07/DSN-MUI/IV/2000, the first part of the second point which states that in this financing, LKS as shahibul maal (owner of funds) finances 100% of the needs of a project (business), while entrepreneurs (customer) acts as mudharib or business manager.

Both parties who carry out mudharabah financing, both BMT Mandiri Sejahtera Sugio as the owner of the funds and members as business managers have understood and understand the agreement that has been agreed, the agreement includes determining the financing period, procedures for returning funds, percentage of profit sharing. This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part, the third point, which states that the business period, procedures for returning funds and profit sharing are determined based on the agreement of both parties (LKS and entrepreneur).

BMT Mandiri Sejahtera Sugio as the owner of the funds allows members to act as managers. BMT Mandiri Sejahtera Sugio must know the type of business being run. BMT Mandiri Sejahtera Sugio does not participate in the management of the business managed by

the mudharib, only BMT Mandiri Sejahtera Sugio supervises and provides guidance to the business being run. This is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV/2000, the first part of the fourth point which states that mudharib may carry out various kinds of business that have been mutually agreed upon and in accordance with sharia'ah and LKS does not participate in it. company or project management but has the right to provide guidance and supervision

Funds provided by BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) to members as mudharib (business managers) are in the form of cash and the nominal value is in accordance with the agreed agreement. This is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV/2000, the first part of the fifth point which states that the amount of financing funds must be clearly stated in the form of cash and not receivables.

Businesses managed by members as mudharib (business managers) are expected to always make a profit so that it is beneficial for the people and mudharabah financing deposits can run smoothly, but in the business world sometimes members as mudharib (business managers) experience losses so they cannot carry out the agreed deposits. together. If a loss occurs, BMT Mandiri Sejahtera Sugio as the shahibul maal should be responsible for the loss provided that the loss is not caused by negligence or deliberate intention of the mudharib, but unfortunately BMT Mandiri Sejahtera Sugio has not been able to carry it out, for mudharibs who have good faith the settlement if this occurs losses are carried out in a friendly manner, namely by providing relief in removing ready-made profit sharing such as qardh, mudharib is only asked to return the principal, but if they have tried and are still unable to pay their deposits even though they have been given relief on the principal only, BMT Mandiri Sejahtera Sugio forced to execute the guarantee. This is not in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of the sixth point, which states that LKS as a fund provider bears all losses resulting from mudharabah unless the mudharib (customer) makes an intentional, negligent or unlawful mistake. agreement.

Mudharabah financing at BMT Mandiri Sejahtera Sugio does not require a guarantee, however BMT Mandiri Sejahtera Sugio asks for a guarantee so that the mudharib (business manager) does not make any irregularities or deliberate mistakes, this is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV /2000 The first part of the seventh initial point states that in principle there is no guarantee in mudharabah financing, but to prevent the mudharib from committing deviations, the LKS can ask the mudharib for a guarantee. Guarantees can actually only be disbursed for mudharibs who are proven to have committed fraud or intentional mistakes, but at BMT Mandiri Sejahtera Sugio, they are not only disbursed when the mudharib makes a mistake, but must also be disbursed when the mudharib experiences a loss for which efforts have been made to provide relief to pay the principal, however still can't. If you cannot make a deposit, then BMT Mandiri Sejahtera Sugio is forced to cash in the guarantee, this is not in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of point seven, which states that this guarantee can only be cashed if mudharib was proven to have violated the matters mutually agreed upon in the contract.

BMT Mandiri Sejahtera Sugio in carrying out mudharabah financing which includes mudharib criteria, mudharabah financing procedures, and profit sharing mechanisms for mudharabah financing have been implemented based on the DSN fatwa. This is in accordance with the DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of the eighth point which states that the criteria for entrepreneurs, financing procedures and profit sharing mechanisms are regulated by the LKS taking into account the DSN fatwa.

Mudharabah financing at BMT Mandiri Sejahtera Sugio charges administration fees to members as mudharib (business managers). This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of point nine which states that operational costs are borne by the mudharib.

BMT Mandiri Sejahtera Sugio as the owner of the funds has obligations and rules that must be carried out in accordance with the agreement, however, if it is proven that BMT Mandiri Sejahtera Sugio has not carried out its obligations in accordance with the agreement, then BMT Mandiri Sejahtera Sugio is willing to be responsible for paying the compensation or costs that have been paid. issued by members as mudharib (managers). This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the first part of the tenth point which states that if the funder (LKS) does not fulfill its obligations or violates the agreement, then the mudharib mudharib is entitled to compensation or costs incurred. has been issued.

b. Coordination and Financing Terms

BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) in mudharabah financing understands the law well and always ensures that members as mudharib (business managers) are legally competent referring to the law, the criteria for someone being said to be legally competent Article 330 of the Civil Code states: " "A person is considered an adult if he is 21 years old or has (ever) been married." This is in accordance with Fatwa DSN N0.07/DSN-MUI/IV/2000, the second part of point one which states that fund providers (shahibul maal) and managers (mudharib) must be legally competent.

BMT Mandiri Sejahtera Sugio as shahibul maal (owner of funds) and members as mudharib (business managers) when making an agreement and signing the contract, both parties have communicated directly to clearly state the intent and purpose of the contract, but apart from verbally This mudharabah financing is also carried out in writing in the form of a contract containing articles. This is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV/2000, part two, point two, which states that statements of consent and qabul must be expressed by the parties to show their will in entering into a contract (akad), taking into account the terms of the offer. and acceptance must explicitly indicate the purpose of the contract (akad). Acceptance of the offer is made at the time of the contract. Contracts are written, by correspondence, or by using modern means of communication.

The capital provided by BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) to members as mudharib (business managers) is given in the form of cash according to the nominal amount agreed upon in the agreement. This is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV/2000, part two, point three, which states that capital is an amount of money and/or goods handed over by the fund provider to the mudharib for business purposes with the following conditions: amount and type is known. Capital can be in the form of money or goods that are valued, if capital is given in the form of assets, then these assets must be valued at the time of the contract. Capital must not be in the form of receivables and must be paid to the mudharib, whether in stages or not, according to the agreement in the contract.

Mudharabah profits are intended for BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) and for members as mudharib (business managers) whose percentage of profit sharing has been agreed upon by both parties in the agreement. This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, part two, fourth points a and b which states that Mudharabah profits are the amount obtained as excess capital. The following conditions for benefits must be met: Must be for both parties and cannot be required for just one party. The proportional share of profits for each party must be known and stated at the time the contract is agreed and must be in the form of a percentage (nisbah) of the profits according to the agreement. Changes in the ratio must be based on agreement.

If a business managed by a member as business manager experiences a loss so that the business manager cannot carry out the agreed deposit, then the loss must be borne by BMT Mandiri Sejahtera Sugio as shahibul maal or fund provider provided that the loss is not caused by negligence or mudharib deliberate but intentional, BMT Mandiri Sejahtera Sugio

has not been able to implement it, for mudharibs who have good intentions, the solution if a loss occurs is carried out in a friendly manner, namely by providing relief in eliminating the share of finished profits such as qardh, mudharib is only asked to return the principal, however If they are unable to pay their deposits even though they have been given relief only on the principal, BMT Mandiri Sejahtera Sugio is forced to execute the guarantee. This is not in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, part two point four c which states that the fund provider bears all losses resulting from mudharabah, and the manager must not bear any losses unless they result from intentional errors or negligence. , or breach of agreement.

BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) gives full rights to members as mudharib (business managers) regarding the type of business and business management, however BMT Mandiri Sejahtera Sugio continues to supervise and provide constructive advice if necessary. However, mudharibs still have to run businesses using mudharabah financing without violating Islamic sharia law. This is in accordance with DSN Fatwa N0:07/DSN-MUI/IV/2000, second part, fifth point which states that business activities by managers (mudharib), as a balance (muqabil) of capital provided by fund providers, must pay attention to the following matters: the following: Business activities are the exclusive right of the mudharib, without interference from the fund provider, but he has the right to supervise. Fund providers may not narrow the management's actions in such a way that it can prevent the achievement of the mudaraba goal, namely profit. Managers must not violate Islamic Sharia law in their actions related to mudharabah, and must comply with the customs that apply in these activities.

c. Financing Legal Provisions

BMT Mandiri Sejahtera Sugio carries out productive financing with a mudharabah agreement for a certain period of time in accordance with the agreement between BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) and members as mudharib (business managers). This is in accordance with Fatwa DSN N0: 07/DSN-MUI/IV/2000, part three point one, which states that mudharabah may be limited to a certain period of time.

The mudharabah financing agreement at BMT Mandiri Sejahtera Sugio is not linked to events that will occur in the future because they are uncertain. This is in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, third part, second point, which states that the Contract should not be linked (mu'allaq) with an event in the future that may not necessarily occur .

Members as mudharib (business managers) in running a business if they experience unintentional losses and are not negligence of the mudharib, then the losses incurred should be borne by BMT Mandiri Sejahtera Sugio as shahibul maal or fund provider, however BMT Mandiri Sejahtera Sugio has not been able to implement In this case, for mudharibs who have good intentions, settlement in the event of a loss is carried out in a friendly manner, namely by providing relief in removing ready-made profit sharing such as qardh, mudharibs are only asked to return the principal, but if they try they still cannot pay the deposit even though it has been given. leniency, only the principal is forced from the party. BMT Mandiri Sejahtera Sugio will execute the guarantee. This is not in accordance with DSN Fatwa N0: 07/DSN-MUI/IV/2000, the third part of the third point which states that Basically, in mudharabah there is no compensation, because basically, this contract is a trust (yad amanah) , unless resulting from willful misconduct, negligence, or breach of contract.

BMT Mandiri Sejahtera Sugio as shahibul maal (fund owner) and members as mudharib (business managers) in carrying out mudharabah financing hope to work together to carry out their respective obligations and establish good relationships. As time goes by, if one party does not fulfill its obligations, makes an intentional mistake, or a dispute occurs

between the two parties, then the first way that must be taken is to peacefully use deliberation between the two parties, but if forced, this cannot be achieved. said consensus in deliberation, then the settlement is carried out through the Sharia Arbitration Board. This is in accordance with Fatwa DSN N0.07/DSN-MUI/IV/2000, part three, point four, which states that if one party does not fulfill its obligations or if a dispute occurs between the two parties, then the settlement will be carried out through the Sharia Arbitration Board

CONCLUSION

The implementation of Mudharabah financing at BMT Mandiri Sejahtera Sugio is not fully in accordance with Fatwa DSN N0:07/DSN-MUI/IV/2000. Things that are not in accordance with Fatwa DSN N0:07/DSN-MUI/IV/2000 are as follows: First, if a loss occurs so that the mudharib cannot carry out the deposit that has been mutually agreed between both parties, then the loss should be borne by BMT Mandiri Sejahtera Sugio as the fund provider provided that the loss was not caused by negligence or deliberate intention of the mudharib, but unfortunately BMT Mandiri Sejahtera Sugio was unable to carry out this. For mudharibs who have good intentions, settlement if a loss occurs is carried out in a friendly manner, namely by provide relief from eliminating profit sharing such as qardh, mudharib is only asked to return the principal, but if this is done they still cannot pay their savings even though they have been given relief, in essence BMT Mandiri Sejahtera Sugio is forced to execute the guarantee. Second, the guarantee can actually only be disbursed for mudharibs who are proven to have committed fraud or intentional mistakes, but at BMT Mandiri Sejahtera Sugio the guarantee is not only disbursed when the mudharib makes a mistake but must also be disbursed when the mudharib experiences a loss for which efforts have been made to provide relief to pay the principal only. , but the mudharib still cannot make a deposit, then BMT Mandiri Sejahtera Sugio will be forced to cash in the guarantee.

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