



**REFUND OF FUNDS IN DEFAULT AGREEMENTS IN REGIONAL/CITY
GOVERNMENT PROJECTS DSN-MUI FATWA PERSPECTIVE NO.43/DSN-
MUI/VIII/2004**

Dea Ratna Sari Siregar¹

Universitas Islam Negeri Sumatera Utara, Medan, Indonesia
sdhearatna@gmail.com

Tetty Marlina Tarigan²

Universitas Islam Negeri Sumatera Utara, Medan, Indonesia
tettymarlina02@gmail.com

Abstract

City/regional governments have several plans to develop public facilities and infrastructure for the benefit of the community. The development of facilities and infrastructure is one of the programs in every government period. However, this work cannot be avoided from aspects of project failure or default. Projects that experienced default have occurred in Medan, Lhokseumawe, and Bukittinggi. This default occurred due to delays and inconsistencies in development which made the Medan city government request a refund of the total funds that had been given to the contractor or inconsistently because of the inaccuracy of payment for contractor services by the government. So, this article was written to find out the form of default by the Regional Government from the perspective of the MUI DSN - MUI fatwa no. 43 regarding this case. This research is qualitative research with the type of case study and normative law with data collection carried out using literature study and document study. The results of this research show that there are two forms of default committed by contractors, namely: (1) Delays in work (2) Delays in payment of funds, and (3) Non-compliance with plans and construction results. Perspective analysis of the MUI DSN – MUI fatwa no. 43 regarding this case the law is permissible. This shows the importance of fulfilling the contract in a joint agreement to achieve mutual success and comfort in making a contract or agreement.

Keywords: DSN-MUI, Local Government Projects, Agreements, Refunds, Default

INTRODUCTION

Government institutions in any part of the structure have various kinds of projects. One of them is the construction of facilities and infrastructure in their respective regions. Construction of these facilities always occurs every time leadership changes. To carry out construction, a constructor will be involved in carrying out the project to be built. In the Islamic context, it is called *ijarah* (rental of labor) (Rahmawati, 2021).

Before this labor rental is carried out, there must be a work agreement between the business owner and the worker. This is done so that both parties have a strong grip on carrying out their respective roles. Islam also requires agreements and agreements as a form of preventing disputes and maintaining peace.

Even though the agreement has been agreed to by both parties. Violations of the agreement may also occur. If this happens then there must be sanctions or penalties for violators of this agreement. Penalty is a punishment in the form of imposing a fee for violating an agreement. Penalty is a legal matter related to sanctions that can be regulated and enforced. Like the governing law, there are prohibitions. If a prohibition is violated, it can result in sanctions. This legal sanction is coercive, this means that the orderly will react to certain events because they are considered detrimental as a result of the violation (Ahmad & Amir, 2020).

Islam gives concessions to buyers to perform khiyar. Khiyar is required to maintain conditions of mutual willingness and maintain the welfare of the contracting parties, or prevent the danger of losses that may occur to one of the contracting parties, especially in the event of cancellation of an agreed sales and purchase contract. Cancellation of the contract is inevitable, although cancellation of the transaction may still be valid, whether from the seller or the buyer, or whether it is the intention of both (Toha & Rozikin, 2019).

Cancellation of the contract will have negative implications for both parties. Disappointment with the agreement that has been made will give rise to party disputes, even though Islam truly enforces the '*antharoddin*' situation. between sellers and buyers. However, to cancel the sales agreement contract, *antharoddin* is still maintained between the two parties, so Islam provides norms that must be obeyed by the seller or buyer (Jamil, 2018). This situation is following the words of Allah Surah Al-Baqarah: 194.

الشَّهْرُ الْحَرَامُ بِالشَّهْرِ الْحَرَامِ وَالْحُرْمَةُ قِصَاصٌ فَمَنْ اعْتَدَى عَنْكُمْ فَاعْتَدُوا عَلَيْهِ بِمِثْلِ مَا اعْتَدَى عَنْكُمْ
وَانْهُوا اللَّهُ وَاعْلَمُوا أَنَّ اللَّهَ مَعَ الْمُتَّقِينَ

Haram months with haram months, and (against) something that is respected applies (the law of) qisas. Therefore, whoever attacks you, attacks him in proportion to his attack on you. Fear Allah and know that Allah is with those who fear Allah.

The explanation of this paragraph explains that compensation for refunds due to losses to one of the parties due to negligence or non-compliance with the provisions of an agreement is something that must be resolved.

Cancellation of contracts due to breach of contract often occurs and is considered normal. Especially if the reason is justified in the termination clause that has been agreed upon by both parties. The issue of canceling a contract due to negligence or default by one of the parties, in the Civil Code, is regulated in article 1266, namely an article contained in the fifth part of Chapter I, Book III, which regulates conditional obligations. The law views the debtor's negligence as a void condition that is deemed to be included in every contract. In other words, in every contract, it is assumed that there is a promise (clause) that says "If you, the debtor, are negligent, then this contract will be void". However, the contract is not automatically null and void, but an annulment must be requested from a judge. This must also be done even though the clause or condition for cancellation is included in the contract (Santoso et al, 2018).

This contract cancellation and contract refund penalty has occurred in Medan City. The street light project on 8 roads in Medan City known as the *Pocong* light project is not following the completion schedule stated in the contract. This was quoted from Medan Mayor Boby Nasution's statement asking for a refund from the contractor. This incident caused the Medan city government to suffer an APBD loss of IDR 21,000,000,000 (Twenty-one billion Rupiah) (Putri, 2023).

Fulfillment of promises in the agreement must be fulfilled as agreed. Islam allows compensation (*ta'wid*) as a form of payment for losses caused by negligent parties (Sekolah et al., 2021). In the case of non-compliance with the road landscape arrangement, the parties who suffer losses are the government and the community because the advice and infrastructure that is built is the community's right to pay taxes made by the community. So

the request to return the funds that have been given is allowed because the City Government has given the contractor additional completion time, but the contractor cannot complete it and the work is not according to plan.

This incident can be said to be a breach of contract. The control of funds desired by the Medan City Government is a full return of the funds that have been given to the contractor. However, is this allowed in Islam? Islam in DSN-MUI Fatwa No. 43 of 2004 makes provisions regarding real costs as *ta'widh* resulting from default.

The determination of real costs or *ta'widh* is determined by the following points: (1) Compensation received in transactions on LKS can be recognized as a right (income) for the party who receives it. (2) The amount of compensation must remain following the real loss. and the payment procedure depends on the agreement between the parties. (3) The amount of compensation may not be included in the contract. (4) The party who defaults is responsible for the court costs and other costs arising from the case settlement process (DSN MUI, 2004).

Based on theory and pre-research, the author will focus this article on forms of failed landscape defaults and perspective analysis of DSN MUI No. 43 of 2004 concerning compensation (*Ta'widh*) in cases of returning funds that have been paid due to default on regional/city government projects.

REVIEW OF LITERATURE

Default

Default or breach of contract cannot be separated from the problems of negligence (*ingebrekke stelling*) and negligence (*vercium*). The general understanding of default is the implementation of obligations that are not done on time or are carried out inappropriately. If a debtor or guarantor is named and is in a state of default, it is not appropriate or appropriate. The consequences arising from default are the obligation or necessity for the debtor to pay “compensation (*schadevergoeding*)”. Or if there is a default by one party, the other party can demand “cancellation of the agreement (Sefira, 2018).

Default is a condition where an obligation is not fulfilled in the agreement made between the creditor and the debtor. Restatement of the law of contracts (United States),

default, or breach of contracts is divided into two types, namely total breaches and partial breaches. Total breaches mean that the implementation of the contract is impossible, while partial breaches mean that the implementation of the agreement is still possible (Salim, 2019).

A debtor is only said to be in default if he has been given a summons by a creditor or bailiff. The summons has been served at least three times by the creditor or bailiff. If the summons is not heeded, the creditor has the right to take the matter to court. And the court will decide whether the debtor is in default or not.

Creditors can sue debtors who have defaulted on points, namely: (1) Creditors can only ask for fulfillment of achievements from the debtor. (2) Creditors can demand performance accompanied by compensation from the debtor (Article 1267 of the Civil Code). (3) Creditors can sue and ask for compensation, only possible losses due to delays (HR 1 November 1918). (4) Creditors can demand cancellation of the agreement. and (5) The creditor can demand cancellation along with compensation from the debtor. Compensation is in the form of payment of a fine (Salim, 2019).

This description states that a breach of contract is a negligence of an agreed contract or agreement and a refund can be demanded for losses suffered by one of the parties under certain conditions.

Compensation in DSN-MUI Fatwa No. 43 of 2004

Compensation in Islam is called ta'widh. Has the meaning of an amount of money or goods of monetary value as a burden to a person or entity that has defaulted (DSN MUI, 2019). The hadith of the Prophet which is the basis of this fatwa is:

Hadith of the Prophet Tirmizi History from 'Amr bin 'Auf:

الصَّلْحُ جَاءَ بَيْنَ الْمُسْلِمِيْنَ إِلَّا صَلْحًا حَرَمَ حَلَالًا أَوْ أَحَلَّ حَرَمًا وَالْمُسْلِمُوْنَ عَلَى شُرُوطِهِنَّ إِلَّا شَرْطًا حَرَمَ حَلَالًا أَوْ أَحَلَّ حَرَمًا

Agreements may be made between Muslims except for agreements that forbid what is halal or make lawful what is haram, and Muslims are bound by their conditions except for conditions that prohibit what is halal or allow what is haram.

Compensation can be imposed on the negligent party in the form of real costs. Real costs themselves mean that all real costs have been used due to a default. Real costs can be charged if several conditions are met, namely: (1) traceability of collection costs and real

losses that occur as appropriate, reasonable and customary in business processes (*al-urf ash-shahih*); (2) directly related to billing costs and losses due to variable cancellations that have occurred (incurred direct variable costs); and (3) the amount or value must meet the principles of decency, fairness and justice (Arm's Length Principle/ALP).

MUI Fatwa No. 43 of 2004 states that compensation (*ta'widh*) may only be imposed on parties who intentionally or through negligence do something that deviates from the terms of the contract and causes losses to the other party. Losses that can be subject to *ta'widh* are real losses that can be calculated clearly. Real losses are real costs incurred in collecting rights that should be paid. The amount of compensation (*ta'widh*) follows the value of the real loss (real loss) that is experienced (fixed cost) in the transaction and not the loss that is expected to occur (potential loss) due to missed opportunities (opportunity loss or *al-furshah al-dha-i'ah*). Compensation (*ta'widh*) may only be imposed on transactions that give rise to debts (*dain*), such as *salam*, *istishna'* as well as *murabahah* and *ijarah*. In *Mudharabah* and *Musyarakah* contracts, compensation may only be imposed by *shahibul mal* or one of the parties to the *musyarakah* if the profit share is clear but not paid.

So, it can be said that compensation in Islam exists and is permitted to be carried out as long as it complies with the provisions of the Sharia and indicators in claiming compensation from the negligent party in the agreement or contract.

Regional/City Government Projects

The street light procurement project in the city of Medan is a program for the mayor of Medan which is carried out using the 2022 APBD of around Rp. 25,000,000,000 (Twenty Five Billion Rupiah) This project was carried out on 8 roads in Medan City with a total of 1,700 street lighting lamps. This project starts around 1 - 6 September 2022 with 6 different building contractors with a contract time of 6 months for work. The following is the name of the contractor and the road sections being worked on.

Table 1
Contractors and Landscape Project Road Sections

No	Contractor Name	Roads	Budget
1	Biro Teknik Pembangunan	Jl. Diponegoro	Rp. 3,666,256.00
		Jl. Putri Hijau	Rp. 3,590,235.00
2	CV. Asram	Jl. Ir Juanda	Rp. 3,254,716,000

		Jl. Suprapto	Rp. 855,870,000
3	CV. Eka Difa Putera	Jl. Gatot Subroto	Rp. 4,069,921,000
4	PT. Triva Mangun Mandiri	Jl. Tengku Imam Bonjol	Rp. 4,251,402,000
5	CV. Sinar Sukses Sempurna	Jl. Gen. Sudirman	Rp. 3,881,916,000
6	CV. Centra Niaga Mandiri	Jl. Brigadier General Katamso	Rp. 3,287,797,000

Source: lpse.pemkomedan.go.id

Work on this project is the responsibility of the Public Works Department (PU) and the Housing and Settlements Service (Perkim). The down payment for this landscape work has been given in the amount of Rp. 21,000,000,000 (Twenty One Billion Rupiah). The initial planning for making street lights was designed by building road sidewalks, landscaping, and installing lights. The time limit for the construction of these street lights has passed the deadline and an additional time of around 50 days has been given. This additional time does not make this project complete and some of what was completed did not comply with planning, starting from building regulations and the distance between lights. This can be said to be a form of default and made the Medan City Government decide to withdraw all funds that had been given as down payments to the contractor and dismantle some of the lamps that had been worked on.

RESEARCH METHOD

This research uses a qualitative type with case study methods and normative law. This research will discuss a case and analyze it based on applicable laws and regulations. Data collection uses document study and literature study. This research will discuss the return of all funds due to default on the Medan city landscape project and will be analyzed using DSN-MUI Fatwa No. 43 of 2004.

RESULTS AND DISCUSSION

Form of City Government Default

Form of Default carried out by 6 contractors responsible for making landscapes or street lights in the city of Medan.

First: Delay in work. The delay in working on the street lights is not by the contract which must be completed within a period of 6 months starting from 1st September 2022 to 19th February 2023. Based on the statement from the Mayor of Medan Bobby Nasution, this late work has been given 50 days from the work deadline.

“So, we ask for it to be completed, according to the 50-day rule it can be completed, and we will continue to monitor it, I have noted down what agencies have delays in their work contracts, this has become a record,” he said. he said.

The statement from the Mayor of Medan shows that the delay in the work on the street lights has resulted in additional time being given for completion, however, the contractor is still unable to complete the entire landscape development project.

Second: Development planning that is not by the initial design. The planning for the construction of streetlights is accompanied by the construction of sidewalks. The development plan is to build road sidewalks first, followed by building street lights. However, what happened in the field was not as planned. The sidewalks that should have been refurbished were not rebuilt and only built light poles so that many of the road pavements were damaged again. The following are examples of work on street lights that do not comply with development plans.



Source: Researchers Document 2023

Figure 1
Results of Construction of Lamp Poles on Jalan Imam Bonjol

Referring to Figure 1 above, it can be stated that it is true that the work on street lights only involves installing light poles and not renewing the sidewalk. The condition of the road landscape on Jalan Imam Bonjol makes it clear that the contractor has broken promises and violated proper contact.

The Medan city government, after carrying out an extension and inspection of the results of the landscape work, asked the contractor to return the down payment of Rp.

21,000,000,000 (Twenty-One Billion Rupiah) and dismantle the results of the work on the street lights.



Source: Alert, 2023

Figure 2
Landscape Demolition Jl. Suprapto, Medan 2023

The demolition of the road landscape was carried out after a payment from the project contractor amounting to IDR 21,000,000 (Twenty-One Billion Rupiah), the Medan City Department of Water Resources, Highways and Construction Development (SDABMBK) immediately carried out the dismantling of the 'pocong' lights in along Jalan Letjen Suprapto, Medan Maimun District, Friday (7/7) evening.

"The demolition has been completed; the Head of the District also immediately came down to watch the demolition last night (Friday). "I don't know the numbers, but what is clear is that all the lights along Jalan Suprapto were dismantled", said Medan City SDABMBK Secretary Willy Irawan, on Saturday (8/7) (Bangun, 2023).

The demolition has been approved and only a few contractors have returned the compensation money. Then the other contractors are still in the payment stage in installments over a predetermined time.

DSN MUI Perspective Analysis No. 43 of 2004 Concerning Compensation (*Ta'widh*)

Compensation in the MUI DSN Fatwa No. 43 of 2004 is stated in the form of real costs. These costs are costs incurred due to default. Default in this fatwa is formed from several indicators, namely: (1) not paying obligations at all; (2) paying obligations on time but the amount is less than agreed; (3) paying obligations in the amount according to the agreement but beyond the agreed time; (4) pay obligations beyond the agreed time with an amount less than agreed; (5) includes other arfiafa not fulfilling obligations in the form of debt (*al-dain*), *ujrah*, realization of profit sharing from business profits which are the rights

of LKS as well as losses resulting from the failure to complete the contract which preceded the order (*wa'd*) of purchasing goods.

In cases of default by the contractor against the Medan City Government, the indicators previously explained include: (1) The contractor did not fulfill the agreement on time; (2) The contractor completes the agreement but does not comply with what was agreed, and (3) Additional time for completion has been given but it is still not completely resolved.

Referring to the DSN-MUI fatwa No. 43 of 2004, it is justified that regional city governments and contractors as previously described are allowed to ask for responsibility for defaults committed by contractors which in this fatwa are called real costs. Because the indicators for compensation that have been mentioned have been met, the City Government may ask for real costs provided that: (1) it can be traced (traceability) for collection costs and real losses that occur as appropriate, reasonable, and customary in business processes. (*al-urf ash-saheeh*); (2) directly related to billing costs and losses due to variable cancellations that have occurred (incurred direct variable costs); (3) the amount or value must meet the principles of decency, fairness, and customary (Arm's Length Principle/ALP); (4) Real costs in the context of collection due to default can be in the form of real costs for third party user services for collection; (5) Real costs in the context of collection due to default can be in the form of real costs without the services of using a third party for collection, including, among other things: (a) Communication costs; (b) Correspondence costs; (c) Travel expense; (d). Fees for legal consultation services; (e). Notary service fees; (f). Taxation costs; and (g). Overtime and extra work costs. (6) Real costs must be calculated in nominal terms.

Compensation (*ta'widh*) may only be imposed on parties who intentionally or through negligence do something that deviates from the terms of the contract and causes losses to the other party. Losses that can be subject to *ta'widh* are real losses that can be calculated clearly. Real losses are real costs incurred in collecting rights that should be paid. The amount of compensation (*ta'widh*) follows the value of the real loss (real loss) that is experienced (fixed cost) in the transaction and not the loss that is expected to occur (potential loss) due to missed opportunities (opportunity loss or *al-furshah al-dha-i'ah*). Compensation (*ta'widh*) may only be imposed on transactions (contracts) that give rise to debts (*dain*), such as *salam*, *istishna'* as well as *murabahah* and *ijarah*. In *Mudharabah* and *Musyarakah* contracts,

compensation may only be imposed by *shahibul mal* or one of the parties to the *musyarakah* if the profit share is clear but not paid.

The provisions that have been described state that requests for a return of the advance payment that has been given to the contractor or collecting the contractor's losses are permitted. This is due to several factors including: (1) It is true that the worker has committed a breach of contract by violating the provisions of the contract, starting from delays and non-compliance with the construction plan, (2) The contract provider has given a warning and given additional time according to the agreed contract, and (3) The work provider asks for a real cost value equal to the down payment with the transaction amount in the form of compensation and does not ask for compensation costs in the service process that has been carried out to reach an agreement. This is by Allah's word in Q.S Al-Baqarah 194 that if someone gives you a loss, then repay them in kind. This is also the basis for making fatwa No. 43 of 2004.

In the DSN-MUI fatwa No. 43 of 2004, it was emphasized that refunds must take into account the principles of justice and compliance with sharia principles. Returning funds is not only financial compensation but also a form of upholding justice and compliance with moral principles and business ethics.

Confounding the DSN-MUI fatwa No. 43 of 2004, there are several things that are contrary to Islamic law in carrying out contracts or agreements. Basically, Allah has said to always fulfill the promises written in Q.S Al Isra Verse 34:

وَلَا تَمْرُّنُ مَالَ الْيَتَمِ إِلَّا بِالْيَتِيمِ هِيَ أَحْسَنُ حَتَّىٰ يَبْلُغَ أَشْدَهُ ۝ وَأَوْفُوا بِالْعَهْدِ إِنَّ الْعَمَلَ كَانَ مَسْئُولاً

And do not approach the wealth of an orphan, except in a better (beneficial) way until he grows up, and fulfill your promise, because you will be held accountable for that promise.

Tafsir Ibnu Katsir explains that "fulfilling your promises because you will be held accountable for those promises" is the basis for implementing contracts with agreements that must be kept and carried out by the agreement that has been agreed upon. If one of the parties does not carry out the agreement correctly and causes harm to one of the parties, the injured party must ask for responsibility commensurate with the losses incurred as a result of negligence made by that party. As in Q. S Al Baqarah: 194.

الشَّهْرُ الْحَرَامُ بِالشَّهْرِ الْحَرَامِ وَالْحُرْمَةُ قِصَاصٌ فَمَنْ اعْتَدَى عَلَيْكُمْ فَاعْتَدُوا عَلَيْهِمْ بِمِثْلِ مَا اعْتَدَى عَلَيْكُمْ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ مَعَ الْمُتَّقِينَ

Haram months with haram months, and (against) something that is respected applies (the law of) qisas. Therefore, whoever attacks you, attacks him in proportion to his attack on you. Fear Allah and know that Allah is with those who fear Allah.

Based on DSN-MUI fatwa No.43 of 2004So it can be concluded that taking action to request compensation due to non-fulfillment of a contract or agreement is permitted and must be carried out under certain conditions and must be clear and commensurate with what has been done by the negligent party.

CONCLUSION

Fulfillment of promises in the agreement must be fulfilled as agreed. Islam allows compensation (*ta'wid*) as a form of payment for losses caused by negligent parties. In this case, the disadvantaged parties are the government and the community because the advice and infrastructure that is built is the community's right to pay taxes made by the community. So, the request to return the funds that have been given is allowed because the City Government has given the contractor additional completion time, but the contractor cannot complete it and the work is not according to plan. Thus, this article was written to make readers more aware of the law of agreements and contract cancellation from an Islamic perspective through DSN MUI Fatwa No. 43 and become a source of knowledge for researchers who will discuss the same topic.

REFERENCES

Ahmad, Suryadi Bata, and Rahmah Amir. (2020). Sistem Kontrak Kerja Antara Karyawan Dan Perusahaan Perspektif Undang-Undang Ketenagakerjaan Dan Hukum Islam. *Shautuna*, 1(2), 21–39.

Bangun, Sastroy. Lampu 'Pocong' Jalan Suprapto Dibongkar Pemko Medan, Senin Jalan Putri Hijau. *Waspada*. 2023.

Dewan Syariah Nasional. (2004). Fatwa Ganti Rugi (Ta'widh). *Fatwa Dewan Syari'ah Nasional No. 43/DSN-MUI/VIII/2004*, 43, 6.

DSN-MUI. (2019). Fatwa Dewan Syari'ah Nasional-Majelis Ulama Indonesia No: 129/DSN-MUI/VII/2019 Tentang Biaya Riil Sebagai Ta'widh Akibat Wanprestasi (at-Takalif Al-Fi'liyyah an-Nasyi'ah 'an an-Nukul), 19, 1–8. <https://dsnmui.or.id/>

Eri Sefira, Martha. (2018). *Hukum Perdata*. CV Nata Karya, Vol. 3. Ponorogo: Nata Karya.

Ghafar, Muhammad Abdul, and Abdurrahim Mu'thi. (2018). *Tafsir Ibnu Katsir*. Bogor: Pustaka Imam asy-Syafi'i.

Irianto, Kartika Dewi, and Radella Elfani. (2020). Penyelesaian Sengketa Wanprestasi Pada Kontrak Jasa Konstruksi Di Pemerintahan Daerah Kota Bukittinggi. *Pagaruyuang Law Journal* 4(1), 134–48. <https://doi.org/10.31869/plj.v4i1.2463>

Jamil, Akhmad Sobrun. Pembatalan Kontrak Dalam Hukum Transaksi Islam. *Mu'amalat: Jurnal Kajian Hukum Ekonomi Syariah*, 1(1), 55–66.

Kementerian Agama Republik Indonesia. *Alquran Dan Terjemahan*. (2018). Jakarta: Bintang Indonesia.

Mediansyah, Mediansyah Jamal. (2020). Wanprestasi Dalam Pelaksanaan Perjanjian Pekerjaan Konstruksi Antara CV. Elang Pantai Konstruksi Dengan Dinas Pekerjaan Umum Bidang Bina Marga Pemko Lhokseumawe. *Suloh:Jurnal Fakultas Hukum Universitas Malikussaleh*, 8(1), 70. <https://doi.org/10.29103/sjp.v8i1.2511>.

Putri, Diva Lufiana. (2023). 5 Fakta Lampu Pocong Medan Yang Disebut Proyek Gagal, Habiskan Anggaran Rp 21 Miliar. *Kompas*.

Rahmawati, Juliana. (2021). Tinjauan Hukum Islam Tentang Pemberlakuan Biaya Penalti Pada Pemutusan Kontrak Kerja Sebelum Waktunya. UIN Raden Intan Lampung.

Sahlan, S. (2021). Analysis of the Concept of Bill Discounting in Sharia Banking (DSN-MUI Fatwa Study No. 58/DSN-MUI/V/2007). *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)*, 4(1), 337-348. <https://doi.org/10.31538/ijse.v4i1.1279>

Salim. (2019). *Hukum Kontrak : Teori & Teknik Penyusunan Kontrak*. Sinar Grafika. Jakarta: Sinar Grafika. <http://www.hukumkontrak.com/p/sumber-hukum-kontrak.html>.

Toha, Mohamad & Khoirur Rozikin. (2019). Budidaya Cacing Dan Tokek Dalam Perspektif Hukum Islam. *Al-'Adalah: Jurnal Syariah dan Hukum Islam*. 4(2), 121-133. <https://doi.org/10.31538/adlh.v4i2.528>