

Analisis atas pembiayaan murabahah pegawai bank syariah x menurut ketentuan yang berlaku di Indonesia = Analysis of the Islamic bank x employee financing by regulations in Indonesia

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Abstrak

[ABSTRAK

Akad yang paling banyak dipakai dari pembiayaan di bank syariah adalah akad murabahah. Produk pembiayaan yang menggunakan akad murabahah ditemukan pada hampir setiap bank syariah di Indonesia, baik yang diberikan oleh bank syariah kepada nasabahnya yang merupakan masyarakat pada umumnya, maupun kepada nasabahnya yang sekaligus merupakan pegawai dari bank syariah itu sendiri seperti yang terjadi di Bank Syariah X. Hal yang menjadi pokok permasalahan dalam penelitian ini adalah bagaimana kesesuaian pembiayaan pegawai pada Bank Syariah X dengan ketentuan yang berlaku di Indonesia, selain itu penulis juga mengangkat masalah mengenai potensi kerugian yang dapat terjadi dalam pembiayaan murabahah pegawai tersebut. Penelitian dalam tesis ini menggunakan metode penelitian hukum normatif, kemudian penulis analisis dengan menggunakan metode deskriptif analitik. Dalam penelitian ini ditemukan bahwa terdapat ketidaksesuaian dalam pembiayaan murabahah pegawai Bank Syariah X dengan ketentuan yang berlaku di Indonesia baik dalam Surat Edaran Bank Syariah X perihal Pembiayaan Pegawai maupun dalam klausula akad murabahah. Di samping terdapat potensi kerugian yang dapat terjadi dalam pembiayaan murabahah pegawai di Bank Syariah X berupa kerugian finansial yang disebabkan oleh lemahnya pengawasan, ketidaktepatan atau kurang telitinya para pihak terhadap isi akad, kelemahan ketentuan dalam Surat Edaran perihal pembiayaan murabahah pegawai Bank Syariah X, lemahnya pengikatan agunan, dan kurangnya koordinasi antara unit kerja tempat pegawai penerima pembiayaan bekerja terkait adanya pegawai yang berhenti dari dinas bank.

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ABSTRACT

The most widely used contract of financing in Islamic banks is murabaha contract. Financing products that use the murabaha agreement is found in almost every Islamic bank in Indonesia, kindly provided by Islamic banks to their customers who are the people in general, and to the customers who is an officer of the Islamic banks themselves as was the case in Islamic Banking X. The issue in this research is how to finance the suitability of an employee at Islamic Bank X with the provisions laid down in force in Indonesia, in addition, the authors also raised concerns about the potential loss that may occur in the employee murabaha financing. The research in this thesis using normative legal research methods, and then is analyzed using descriptive analytic method. In this study it was found that there is a mismatch in the financing murabaha Islamic Bank employee X with applicable regulations in Indonesia, both in the Circular Letter concerning Islamic Bank Financing Employee X and the murabaha contract clause. In addition there are potential losses that may occur in the financing murabaha Islamic Bank X employees in the form of financial loss caused by weak oversight, inaccuracy of the parties to the contract contents, weakness provisions in Circular Letter concerning financing murabaha Islamic Bank employee X, weak binding collateral, and lack of coordination between the receiver unit where employees work related to the financing of an employee who quit the bank

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