

Akad murabahah al-wakalah sebagai perjanjian pokok dalam hubungannya dengan akta yang dibuat oleh notaris (studi pembiayaan mikro bisnis PT. Bank Mega Syariah Cabang Koja) = Aqad murabaha al-wakala as a main agreement in relevance with the deed which made by notary study of micro busines financing at bank of Mega Syariah ltd Branch Office Koja

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Abstrak

[ABSTRAK

Dengan diperkenalkannya bank berdasarkan prinsip syariah (syariah principle), maka bank dapat pula memilih kegiatan usahanya berdasarkan syariah, termasuk melaksanakan akad pembiayaan Murabahah Al-Wakalah sebagai syarat transaksi yang paling sering digunakan untuk menyalurkan produk pembiayaan syariah ke dalam bentuk perjanjian pokok. Prinsip inilah yang membedakan antara sistem operasional bank syariah dengan bank konvensional biasa. Pokok permasalahan yang ingin ditekankan dalam penulisan ini adalah: (1) Kenapa akad Murabahah Al-Wakalah menjadi sebuah keharusan dalam proses pemberian pembiayaan modal kerja berbasis mikro bisnis pada PT. Bank Mega Syariah Cabang Koja, (2) Bagaimanakah legalitas suatu akad Murabahah Al-Wakalah ditinjau dari segi kekuatan pembuktian dan hubungannya terhadap akta-akta yang dibuat oleh Notaris dalam hal pengikatan jaminan, (3) Bagaimana pelaksanaan akad Murabahah Al-Wakalah dalam proses pemberian pembiayaan modal kerja berbasis mikro bisnis pada PT. Bank Mega Syariah Cabang Koja. Penelitian ini menggunakan metode yuridis normatif dengan tipologi preskriptif. Hasil penelitian menyimpulkan bahwa Murabahah Al-Wakalah berfungsi memberikan alternatif hukum bagi bentuk perjanjian kredit, selain yang diatur dalam Buku ke-III Kitab Undang-Undang hukum Perdata tentang Perikatan, maupun bentuk yang menjadi pakem hukum yang umum ada di Indonesia.

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ABSTRACT

Through the introduction of the bank based on Islamic principles (sharia principle), bank could choose their business activities according to sharia, including to do Murabaha Al-Wakala as a condition of the transaction that mostly used to distribute the Islamic finance product in to the form of main agreement. This principle distinguishes operating systems between islamic banks than conventional banks. The subject matter which is to be raised in this thesis are: First, the necessity of using Murabaha Al-Wakala on financing process at Bank of Mega Syariah Branch Office Koja. Second, the legality of Murabahah Al-Wakalah in relevance with the deed which made by Notary, and the third, is the

implementation of Murabaha Al-Wakala on financing process at Bank of Mega Syariah Branch Office Kojaya. The research using normative juridical method with prescriptive typology. Based on analysis, the writer concluded that Murabaha Al-Wakala function is to provide legal alternative to other forms of credit agreements, other than those regulated in Chapter III of Code of Civil Law about Verbintenis, although the form that generally use in Indonesia, Through the introduction of the bank based on Islamic principles (sharia principle), bank could choose their business activities according to sharia, including to do Murabaha Al-Wakala as a condition of the transaction that mostly used to distribute the Islamic finance product in to the form of main agreement. This principle distinguishes operating systems between islamic banks than conventional banks. The subject matter which is to be raised in this thesis are: First, the necessity of using Murabaha Al-Wakala on financing process at Bank of Mega Syariah Branch Office Kojaya. Second, the legality of Murabahah Al-Wakalah in relevance with the deed which made by Notary, and the third, is the implementation of Murabaha Al-Wakala on financing process at Bank of Mega Syariah Branch Office Kojaya. The research using normative juridical method with prescriptive typology. Based on analysis, the writer concluded that Murabaha Al-Wakala function is to provide legal alternative to other forms of credit agreements, other than those regulated in Chapter III of Code of Civil Law about Verbintenis, although the form that generally use in Indonesia]