



The Effectiveness of Proving Collateral Status on Differences in Murabahah Dispute Verdicts in Religious Courts

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Abstract

The research aims to assess the extent to which the strength or weakness of collateral evidence affects the consideration and direction of the judge's decision, as well as how the quality of evidence contributes to the realization of justice and legal certainty. The research uses a normative juridical method with a case study approach to four decisions of the Religious Court in Sleman and Gunungkidul. The analysis is carried out through legal interpretation, doctrinal analysis, and comparative jurisprudence. The results of the study show that when the collateral is proven to be legally valid and supported by authentic documents, the judge tends to grant the execution request in full. On the other hand, if the collateral evidence is weak or has a formal defect, the judge only grants part of the claim or directs the parties to mediate in an effort to achieve substantive justice. The conclusion of the study emphasizes that the effectiveness of proof is a direct indicator of the effectiveness of the law in the practice of sharia economic justice. Strengthening evidence not only improves the legal position of Islamic financial institutions, but also maintains public trust in the sharia-based financial system. Theoretically, this study integrates the theory of proof, legal certainty, and legal effectiveness; Practically, the study recommends standardization of evidentiary procedures and the preparation of consistent jurisprudential guidelines in the assessment of collateral in murabahah cases.

Keywords: Murabahah Dispute; collateral proof; Legal Effectiveness

Abstrak

Penelitian bertujuan untuk menilai sejauh mana kekuatan atau kelemahan alat bukti agunan berpengaruh terhadap pertimbangan dan arah putusan hakim, serta bagaimana kualitas pembuktian berkontribusi pada terwujudnya keadilan dan kepastian hukum. Penelitian menggunakan metode yuridis normatif dengan pendekatan studi kasus terhadap empat putusan Pengadilan Agama di Sleman dan Gunungkidul. Analisis dilakukan melalui penafsiran hukum, telaah doktrinal, dan perbandingan yurisprudensi. Hasil penelitian menunjukkan bahwa ketika agunan terbukti sah secara hukum dan didukung dokumen autentik, hakim cenderung mengabulkan permohonan eksekusi secara penuh. Sebaliknya, apabila pembuktian agunan lemah atau memiliki cacat formil, hakim hanya mengabulkan sebagian tuntutan atau mengarahkan para pihak untuk menempuh mediasi sebagai upaya mencapai keadilan substantif. Kesimpulan penelitian menegaskan bahwa efektivitas pembuktian merupakan indikator langsung dari efektivitas hukum dalam praktik peradilan ekonomi syariah. Penguatan pembuktian tidak hanya meningkatkan posisi hukum lembaga keuangan syariah, tetapi juga menjaga kepercayaan publik terhadap sistem keuangan berbasis syariah. Secara teoretis, penelitian ini mengintegrasikan teori pembuktian, kepastian hukum, dan efektivitas hukum; secara praktis, penelitian merekomendasikan standarisasi prosedur pembuktian dan penyusunan pedoman yurisprudensial yang konsisten dalam penilaian agunan pada perkara *murabahah*.

Kata Kunci: Sengketa Murabahah; Pembuktian Agunan; Efektivitas Hukum

INTRODUCTION

In the practice of resolving murabahah disputes in the Religious Court, there are various real problems related to proving the status of collateral that directly affect the difference in the judge's decision.¹ One of the main problems is the inconsistency of the quality of guarantee

¹ Ratih Agustin Wulandari et al., "Analysing Collateral Execution in Islamic Banks: A Perspective on Indonesian Law in Light of Islamic Finance Principles," *Manchester Journal of Transnational Islamic Law & Practice* 20, no. 1 (2024), <https://heinonline.org>.

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documents submitted by Islamic financial institutions.² Many banks or BMTs submit incomplete collateral documents, such as title certificates that have not been reversed, power of attorney that does not comply with the provisions, or certificates of collateral object that have not been verified.³ This condition makes it difficult for judges to ensure the validity of the collateral as the basis for execution. In addition, in the field, there are still cases where the collateral guaranteed by the customer turns out to be in dispute, is in a condition of double collateral, or is not fully owned by the party who signed the murabahah contract. This unclear ownership status weakens the evidentiary value, so the judge cannot grant the full execution even in the event of a default.

Another problem arises from the weak ability of the parties, both financial institutions and customers, to submit relevant evidence and meet procedural law standards.⁴ For example, financial institutions often do not present competent witnesses or the necessary authentic documents, while customers do not understand the evidentiary mechanisms to refute the plaintiff's arguments. As a result, the judicial process becomes unbalanced and difficult to achieve substantive justice. On the institutional side, the difference in judges' interpretations of the strength of collateral evidence also gives rise to inconsistencies in the verdict.⁵ Some judges considered legalized photocopies of documents to be sufficient evidence, while other judges required original documents. This disparity in standards led to variations in the rulings, although the type of case and the construction of the dispute were almost similar.

Research on the settlement of murabahah disputes and the position of collateral in religious courts has been conducted by a number of academics, although it has not specifically highlighted the effectiveness of proof as a determining factor in the difference in verdicts. Several studies focus on the general aspects of sharia economic dispute resolution. For example, a study by Isyna Afifah examined the pattern of resolving murabahah financing disputes at the Bantul Religious Court and found that weak financing documents often hinder the execution process, but the study did not explore the technical aspects of proof related to collateral.⁶ Another study by Yousef Samir Elnemr examined legal protection for Islamic financial institutions in the case of default of murabahah contracts. He highlighted the

² Faizi Faizi et al., "Ensuring Shariah Compliance in the Fintech: A Comprehensive Analysis from Indonesia," *Qualitative Research in Financial Markets*, Emerald Publishing Limited, 2025, 1–31, <https://www.emerald.com/qrfm/article/doi/10.1108/QRFM-05-2025-0129/1304839>.

³ Abdan Taqyanto et al., "Potential Losses at Pt. Bank Sumut Marelana Raya Sharia Sub-Branch Against the Binding of the Deed of Mortgage Data Errors Yy Ppat," *Jurnal Mahkamah: Kajian Ilmu Hukum Dan Hukum Islam*, 2025, 247–58, <https://journal.iaimnumetrolampung.ac.id/index.php/jm/article/view/6226>.

⁴ Benjamin Vogel and Maxime Lassalle, *Developing Public-Private Information Sharing to Strengthen the Fight against Money Laundering and Terrorism Financing: Recommendations for the European Union*, Max Planck Institute for the Study of Crime, Security and Law, 2024, https://pure.mpg.de/rest/items/item_3568868/component/file_3568869/content.

⁵ T. Markus, *Understanding the International Criminal Court's Promise (and Deficiencies)* [Oxford University Press], Oxford University Press [May 7, 2024], 2024, https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4819716.

⁶ Isyna Afifah, "ANALYSIS OF RELIGIOUS COURT DECISION SLEMAN, YOGYAKARTA (NO. 796/Pdt. G/2018/PA. Smn) ON THE RESCHEDULING OF MURABAHAH FINANCING ACCORDING TO ISLAMIC LAW" (PhD Thesis, Universitas Darussalam Gontor, 2019), <http://repo.unida.gontor.ac.id/id/eprint/2215>.

importance of clarity of the contract and the legality of the collateral, but his study stopped at a theoretical analysis of legal protection and did not compare court rulings to see different patterns of amar patterns.⁷ Meanwhile, a study by Amin and Lestari. This study confirms that the success of execution is largely determined by the strength of the guarantee document.⁸ However, the focus is more on the instrument of dependency rights and has not studied specifically how the quality of evidence has implications for the variation of judges' decisions. There is also a study by Dwi Marlina Wijayanti and A. Hashfi Luthfi that examines the role of judges in assessing evidence in murabahah disputes. He concluded that differences in verdicts are often influenced by the subjectivity of judges in assessing the relevance of evidence.⁹ But the study did not directly relate it to collateral status or the effectiveness of its evidence.

In the Indonesian legal system, disputes over sharia financing are resolved in the Religious Court as stipulated in Article 49 letter (i) of Law Number 3 of 2006 concerning Religious Courts.¹⁰ The Religious Court not only functions as a law enforcement agency, but also as a social instrument that maintains justice and public trust in the Islamic economic system.¹¹ When Islamic financial institutions are unable to execute collateral due to weak legal evidence, this can undermine the legitimacy of the Islamic financial system in the eyes of the public.¹² Conversely, if judges grant execution without strong evidence, substantive justice for customers will be neglected. Therefore, the effectiveness of evidence is key to balancing legal protection and social justice in Islamic economic practices.

The differences in verdicts in cases that are substantively similar are an interesting and problematic phenomenon. In several verdicts of the Religious Court—for example, Verdict Number 1320/Pdt.G/2024/PA.Seleman, 737/Pdt.G/2024/PA.Seleman, 830/Pdt.G/2023/PA. Gunungkidul, and 575/Pdt.G/2022/PA.Seleman—it can be seen that the murabahah contract in all these cases was declared valid, but the rulings differed. In Decision Number 1320/Pdt.G/2024/PA.Seleman, the panel of judges rejected the request for collateral execution because the land used as collateral had not been approved by all heirs, thus rendering it legally flawed.¹³ Conversely, in Decision Number 737/Pdt.G/2024/PA.Seleman, the judge granted the

⁷ Yousef Samir Elnemr, "Rebalancing the Scales: A Comparative Study Between Egyptian Contract Law's Rules on Unequal Contracts and the American Unconscionability Doctrine" (Master's Thesis, The American University in Cairo (Egypt), 2024), <https://search.proquest.com>.

⁸ Michaela Mattes and Burcu Savun, "Fostering Peace after Civil War: Commitment Problems and Agreement Design," *International Studies Quarterly* 53, no. 3 (2009): 737–59, <https://academic.oup.com/isq/article-abstract/53/3/737/1797646>.

⁹ Dwi Marlina Wijayanti and A. Hashfi Luthfi, "Procedural Efficiency vs Legal Certainty in Islamic Finance Disputes: A Maṣlaḥah and Saddu Al-Ẓarī'ah Analysis," *Az-Zarqa': Jurnal Hukum Bisnis Islam* 17, no. 1 (2025): 62–80, <https://ejournal.uin-suka.ac.id/syariah/azzarqa/article/view/4489>.

¹⁰ Indonesia, *Undang-Undang Republik Indonesia Nomor 3 Tahun 2004 Tentang Perubahan Atas Undang-Undang Republik Indonesia Nomor 23 Tahun 1999 Tentang Bank Indonesia: Dilengkapi Surat Utang Negara Beserta Pelaksanaan, Tata Cara Pelaksanaan Kewenangan Pusat Pelaporan Dan Analisis Transaksi Keuangan* (Eko Jaya, 2004).

¹¹ Jaih Mubarak and A. Pengantar, "Hukum Ekonomi Syari'ah," *Akad Mudharabah*, 2013.

¹² Nurul Huda and Mustafa Edwin Nasution, *Current Issues Lembaga Keuangan Syariah* (Kencana, 2014), <https://books.google.com>.

¹³ Putusan Nomor 1320/Pdt.G/2024/Pengadilan Agama.Seleman

entire claim because the collateral was deemed valid both formally and materially.¹⁴ Meanwhile, in Decision Number 830/Pdt.G/2023/PA.Gunungkidul, the judge pursued mediation by reconstructing the agreement due to a dispute over the ownership status of the collateral.¹⁵ In Decision Number 575/Pdt.G/2022/PA.Seleman, the judge only granted part of the claim because the evidence of ownership documents was incomplete.¹⁶

This difference shows that the main issue in murabahah disputes is not the contract itself, but rather the effectiveness of proving the status of collateral. In other words, the strength or weakness of collateral evidence is a determining factor that influences the final outcome of the decision.¹⁷ In this context, effective proof can be interpreted as proof that is able to convince the judge of the validity and legal force of collateral in legal and factual terms.¹⁸ According to Soerjono Soekanto, the effectiveness of law is influenced by five factors, namely legal substance, law enforcement officials, means and facilities, society, and legal culture.¹⁹ In sharia economic cases, these five factors interact with each other: legal substance is determined by sharia norms and legislation, law enforcement by Religious Court judges, facilities by the completeness of documents and notarization, society by the legal awareness of customers and institutions, and legal culture by the values of honesty and responsibility in muamalah.

This study is important because scientifically there is still a knowledge gap between theory and practice regarding the effectiveness of evidence in Islamic economic disputes.²⁰ Previous studies have focused more on the mechanisms of murabahah contracts, the pillars and conditions of valid agreements, or aspects of default, but have not examined how evidence regarding the status of collateral is a determining factor that influences differences in court rulings.²¹ Evidence is at the heart of the judicial process.²² Without effective evidence, the law loses its effectiveness, and justice cannot be realized. This is where this study has scientific novelty, it seeks to explain the relationship between the effectiveness of evidence of collateral status and the variability of judges' decisions in murabahah disputes in the Religious Court.

This study is based on three complementary theories. First, the Theory of Evidence, which asserts that every party claiming a right must be able to prove its claim as stipulated in Article 1865 of the Civil Code and Article 163 of the HIR, forms the basis for assessing the validity of evidence provided by Islamic financial institutions regarding collateral.²³ Second, the Legal Certainty Theory as proposed by Gustav Radbruch, which states that law must

¹⁴ Putusan Nomor 737/Pdt.G/2024/Pengadilan Agama.Seleman.

¹⁵ Putusan Nomor 830/Pdt.G/2023/Pengadilan Agama.Gunungkidul.

¹⁶ Putusan Nomor 575/Pdt.G/2022/Pengadilan Agama.Seleman.

¹⁷ Ahmad Mujahidin, *Hukum Ekonomi Syariah di Indonesia* (Jakarta: Rajawali Pers, 2016), hlm.212.

¹⁸ Subekti, *Hukum Pembuktian* (Jakarta: Pradnya Paramita, 1983), hlm.45.

¹⁹ Soerjono Soekanto, *Faktor-Faktor Yang Mempengaruhi Penegakan Hukum*, Raja Grafindo Persada, 2011, <https://library.stik-ptik.ac.id/detail?id=44965&lokasi=lokal>.

²⁰ Ahmad Hasan Ridwan, "Efektivitas Penegakan Hukum dalam Ekonomi Syariah," *Jurnal Ahkam* 20, no. 2 (2020): hlm.210.

²¹ Ibid., hlm.214.

²² Subekti, *Hukum Pembuktian*, hlm.43.

²³ KUHPerdata, Pasal 1865; HIR, Pasal 163.

contain three main values of justice, utility, and certainty is used to assess the extent to which differences in judgments in similar cases can undermine the consistency of law enforcement.²⁴ Third, Soerjono Soekanto's Legal Effectiveness Theory is used to evaluate whether the application of evidence law in Islamic economic court practices has been effective in achieving substantive justice and public interest. These three theories form a complete conceptual framework, in which the theory of proof explains concrete legal mechanisms, the theory of legal certainty explains the normative legitimacy of judicial decisions, and the theory of legal effectiveness explains the extent to which the law functions in the socio-economic reality of the people.

RESEARCH METHOD

This study uses a normative juridical approach combined with limited empirical analysis (normative-qualitative juridistic). The normative juridical approach is used to examine positive legal provisions, evidentiary theories, Islamic banking regulations, and legal doctrines related to the status of collateral in murabahah contracts. Meanwhile, empirical elements are used through the analysis of verdict data and supporting interviews to understand how evidentiary practices are applied by judges in Religious Courts. This type of research is descriptive-analytical, as it aims to describe in detail the mechanism of proving the status of collateral and analyze the relationship between the strength of the evidence and the difference in the validity of the murabahah dispute decision. Primary data were obtained from four copies of the decisions of the Religious Courts in the Sleman and Gunungkidul regions that contained murabahah disputes with variations of amar, such as the decision granting full execution, partial execution, and the decision directing mediation. The data was selected through purposive sampling techniques to ensure relevance to the research focus.

Secondary data were collected through literature studies on laws and regulations (such as HIR, KHI, and sharia financing regulations), academic literature, legal journals, and doctrines related to proof and collateral. The data collection was also complemented by in-depth interviews with judges of the Religious Court and practitioners of Islamic financial institutions to strengthen empirical interpretations related to evidentiary issues. Data analysis was carried out using qualitative analysis techniques with several stages; (1) identification of the elements of proof in each decision, (2) classification of the strength of collateral evidence through the assessment of authenticity, legality, and relevance, (3) comparison of legal considerations patterns between decisions, and (4) drawing conclusions based on the theory of proof, the theory of legal certainty, and the theory of legal effectiveness. Data validity is maintained through triangulation of sources between rulings, regulations, and interviews to ensure the objectivity of the analysis.

RESULTS AND DISCUSSION

Pattern of Proof of Collateral Status in Murabahah Disputes

²⁴ Edwin W. Patterson and Kurt Wilk, *The Legal Philosophies of Lask, Radbruch, and Dabin* (Harvard University Press, 2013), <https://doi.org/10.4159/harvard.9780674493025>.

Based on the results of a review of four Religious Court decisions that were the subject of the study, it was found that differences in verdicts in murabahah contract disputes were mainly influenced by the effectiveness of evidence regarding the status of collateral.²⁵ The four decisions, namely Decision Number 1320/Pdt.G/2024/PA.Seleman, 737/Pdt.G/2024/PA.Seleman, 830/Pdt.G/2023/PA. Gunungkidul, and 575/Pdt.G/2022/PA. Seleman, all recognize the validity of murabahah contracts as sales agreements that are lawful under Islamic law and legislation.²⁶ However, the main difference is the level of evidence regarding the ownership and validity of the collateral provided by the customer. In Decision Number 1320/Pdt.G/2024/PA.Seleman, the panel of judges ruled that the land used as collateral could not be used as legal collateral because there was no agreement from all of the original owners' heirs.²⁷ The land was still undivided inheritance, so it did not have the legal force to be used as collateral. As a result, even though the plaintiff (BMT) successfully proved the existence of a murabahah contract and default on the part of the customer, the judge rejected the execution of the collateral due to legal defects. This decision shows that weak evidence of ownership was the main factor that invalidated the execution claim, even though the contract was materially valid.

In contrast, Decision Number 737/Pdt.G/2024/PA.Seleman shows the opposite result. In this case, the collateral in the form of land and buildings was proven to be formally and materially valid because the certificate was in the customer's name and accompanied by a deed of collateral made before a notary.²⁸ The panel of judges considered that the evidence of ownership and legal binding had been fulfilled in accordance with the provisions of Article 1865 of the Civil Code and the principle of justice in civil procedure law. Therefore, the judge granted all of the plaintiff's claims and allowed the execution of the collateral. This decision shows that strong and valid evidence results in a firm verdict and reflects legal certainty for Islamic financial institutions.²⁹ As emphasized by Gustav Radbruch, legal certainty is one of the fundamental values of law, in addition to justice and utility, and without legal certainty, the justice system loses its social legitimacy.³⁰

Meanwhile, Decision Number 830/Pdt.G/2023/PA.Ginungkidul shows a more complex dynamic. In this case, the status of the collateral was disputed because the mortgaged land did not yet have a certificate of ownership, but only a statement of physical control from the village head. Although the customer acknowledged the debt, the panel of judges considered that the formal evidence of ownership was not strong enough to serve as a basis for execution.

²⁵ H. Akhmad Mujahidin, *Hukum Perbankan Syariah-Rajawali Pers* (PT. RajaGrafindo Persada, 2017), <https://books.google.com/books>.

²⁶ Asriadi Arifin, "Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 Tentang Murabahah: Refleksi Kritis Terhadap Implementasi BSI Dimensi Ekonomi Islam," *BALANCA*, Institut Agama Islam Negeri Parepare, 2023, 1–11, <http://ejurnal.iainpare.ac.id/index.php/balanca/article/view/5079>.

²⁷ Putusan Nomor 1320/Pdt.G/2024/Pengadilan Agama.Seleman

²⁸ Putusan Nomor 737/Pdt.G/2024/ Pengadilan Agama.Seleman

²⁹ KUHPerdara, Pasal 1865

³⁰ Raden Subekti, "Hukum Pembuktian," (*No Title*), 1969, 46, <https://cir.nii.ac.jp/crid/1130000797387156224>.

Therefore, the judge did not immediately grant the execution but encouraged a settlement through mediation with a reconstruction of the murabahah contract to remain in accordance with the principles of justice and benefit. In the context of Islamic law, the principle of clarity of the collateral object (*marhun*) is a requirement for the validity of a *rahn* contract, because the status and ownership of the collateral must be clear.³¹ This is in line with Wahbah az-Zuhaili's view that a *rahn* that does not have legal clarity regarding its object is considered *fasid* (legally flawed) and cannot be used as a basis for repayment.³²

In Decision Number 575/Pdt.G/2022/PA.Seleman, the judge granted part of the plaintiff's claim. This was because the financial institution failed to provide authentic evidence regarding the validity of the collateral agreement, as the *rahn* agreement document was only a photocopy without legalization.³³ The panel of judges considered that such evidence did not have sufficient legal force to support enforcement. According to Subekti, the strength of evidence does not only depend on the existence of written evidence, but also on its formal validity and the judge's confidence in assessing the evidence.³⁴ The panel of judges ruled that such evidence did not have sufficient legal force to support enforcement. According to Subekti, the strength of evidence does not only depend on the existence of written evidence, but also on the formal validity and the judge's conviction in assessing the evidence. This view is in line with Sudikno Mertokusumo, who states that evidence is a means for judges to find convincing legal truth in deciding cases. This ruling shows that administrative weaknesses in evidence can reduce the effectiveness of the law and have a direct impact on the verdict.

Overall, the four decisions show a consistent pattern: the stronger the evidence of collateral status, the more decisive and binding the verdict; conversely, the weaker the evidence of ownership or collateral attachment, the more limited the legal force of the verdict. In civil court practice, judges have the freedom to assess evidence in accordance with the principle of *vrij bewijsleer* as long as they remain within the corridor of procedural law.³⁵ Thus, the results of this study emphasize that proving collateral status is a determining factor that affects the effectiveness of murabahah dispute resolution in the Religious Court.

Effectiveness of Evidence and Legal Certainty in *Murabahah* Decisions

Based on the results of research on four Religious Court decisions that have been analyzed, it appears that the effectiveness of proving collateral status is the main variable that determines the direction and strength of the verdict.³⁶ In the context of civil procedure law, as emphasized in Article 1865 of the Civil Code and Article 163 of the HIR, the burden of proof lies with the party submitting the argument.³⁷ This means that Islamic financial institutions as

³¹ Putusan Nomor 830/Pdt.G/2023/PA.Gnk.

³² Wahbah Al-Zuhayli, *Al-Fiqh al-Islami Wa-Adillatuh* (Dar al-Fikr, 1997), 3587.

³³ Muhammad Abdallah bin Ahmad Ibn Qudamah, *Al-Mughni* (Maktabh al-Jumhuriyah al-'Arabiyah, 1980), 248.

³⁴ Putusan Nomor 575/Pdt.G/2022/Pengadilan Agama.Seleman

³⁵ M. Yahya Harahap, "Hukum Acara Perdata Tentang Gugatan," *Persidangan, Penyitaan, Pembuktian, Dan Putusan Pengadilan*, Jakarta: Sinar Grafika, 2005, 543.

³⁶ Mujahidin, *Hukum Perbankan Syariah-Rajawali Pers*, 218.

³⁷ KUHPerdata, Pasal 1865; HIR, Pasal 163

plaintiffs are required to prove two fundamental things: first, the existence of a valid murabahah contract; second, the validity of the collateral pledged by the customer.³⁸ Failure to prove either of these two elements will result in the lawsuit not being granted in full.

In Decision Number 1320/Pdt.G/2024/PA.Seleman, the judge rejected the execution of collateral due to the absence of evidence of legal ownership by the defendant, even though the murabahah contract was declared valid. This shows that in the legal system of evidence, the substance of legal truth is not solely determined by the existence of an agreement, but by the strength of the evidence supporting that agreement. This view is in line with the theory of evidence put forward by Subekti (1983), that evidence is a means to convince the judge of the truth of a disputed legal event.³⁹ Thus, the effectiveness of evidence is not only measured by the formal completeness of the evidence, but also by its ability to present the judge with legal and logical certainty.

In Decision Number 737/Pdt.G/2024/PA.Seleman, the effectiveness of the evidence was maximized because the financial institution successfully presented authentic evidence in the form of land certificates, collateral deeds, and notarized financing agreements. These pieces of evidence have full legal force and are binding, allowing the judge to confidently assess that the plaintiff has a strong legal basis for executing the collateral.⁴⁰ This demonstrates the concrete implementation of Gustav Radbruch's Theory of Legal Certainty, which emphasizes that the law must provide certainty in order to achieve justice and benefit.⁴¹ In this context, legal certainty is reflected through valid, written, and verified evidence, so that the judge's decision is consistent and can be used as a jurisprudential precedent.

Conversely, Decisions No. 830/Pdt.G/2023/PA.Gunungkidul and 575/Pdt.G/2022/PA.Seleman demonstrate the ineffectiveness of evidence, which limits the power of the decision. In these two cases, the evidence of collateral ownership did not meet the formal requirements as stipulated in the legislation. This condition resulted in the judge only being able to grant part of the claim or even directing the settlement through mediation.⁴² From the perspective of Soerjono Soekanto's Theory of Legal Effectiveness (2007), this phenomenon shows that the effectiveness of law enforcement is not only influenced by applicable norms (legal substance), but also by factors such as law enforcement officials (judges), means of evidence, and the legal awareness of the parties involved.⁴³ When the means of evidence are inadequate, for example, if the evidence is only in the form of photocopies without legalization, then the substance of the law cannot function optimally, and legal certainty becomes weak.

Upon closer analysis, this pattern reveals a gap between legal norms and evidentiary practices in the field. Normatively, civil procedural law has clearly regulated valid evidence, as

³⁸ Putusan Nomor 1320/Pdt.G/2024/Pengadilan Agama.Seleman

³⁹ Sudikno Mertokusumo, "Hukum Acara Perdata Indonesia," (No Title), 1977, 128, <https://cir.nii.ac.jp/crid/1130282271726547456>.

⁴⁰ Putusan Nomor 737/Pdt.G/2024/Ppengadilan Agama.Seleman.

⁴¹ Patterson and Wilk, *The Legal Philosophies of Lask, Radbruch, and Dabin*.

⁴² Putusan Nomor 830/Pdt.G/2023/Pengadilan Agama .Gunungkidul dan Putusan Nomor 575/Pdt.G/2022/Pengadilan Agama.Seleman.

⁴³ Soekanto, *Faktor-Faktor Yang Mempengaruhi Penegakan Hukum*, 8–10.

stipulated in Article 164 of the HIR and Article 1866 of the Civil Code, namely written evidence, witnesses, presumptions, confessions, and oaths.⁴⁴ However, in the practice of Islamic economic law, financial institutions often do not provide authentic evidence related to collateral because they consider the murabahah contract to be sufficient as a legal basis for collection. In fact, contracts and collateral are two different legal entities: contracts create legal relationships (obligatory), while collateral provides security for performance (zakelijk).⁴⁵ When legal relationships are not accompanied by valid evidence of control over the collateral, legal effectiveness cannot be achieved.

From the perspective of legal certainty theory, differences in verdicts in cases with similar substance indicate inconsistency in the application of evidentiary norms.⁴⁶ This raises fundamental questions about the extent to which the judicial system is capable of providing equal justice to the parties in Islamic economic cases. As stated by Radbruch, legal certainty is a value that must be balanced with justice and benefit. In the context of Islamic economic rulings, legal certainty can only be achieved if judges have uniform standards in assessing the strength of collateral evidence, both formally and materially.

The findings of this study also show that the effectiveness of evidence has a direct correlation with the social legitimacy of Islamic financial institutions. When institutions fail to prove the legal status of collateral, the right to collect and execute becomes weak, and this can reduce public confidence in the Islamic financing system. Conversely, if evidence is presented effectively, the institution gains strong social and legal legitimacy.⁴⁷ Thus, the effectiveness of evidence is not only juridical in nature, but also has an impact on the sustainability of the Islamic economic system as a whole. Compared to previous studies, the results of this study reveal new dimensions in the study of murabahah disputes. Most previous studies, such as those conducted by Anshori and Fathurrahman, tended to focus on the aspects of contracts and default without examining in depth the relationship between collateral evidence and differences in court rulings.⁴⁸ Therefore, this study contributes to science in the form of scientific novelty, namely by explaining that evidence of collateral status is a determining variable in the effectiveness of law in Islamic economic cases.⁴⁹

⁴⁴ KUHPperdata, Pasal 1866; HIR, Pasal 164

⁴⁵ S. H. Subekti, "Pokok Pokok Hukum Perdata," (No Title), 1978, 112, <https://cir.nii.ac.jp/crid/1130000796986258176>.

⁴⁶ Mubarak and Pengantar, "Hukum Ekonomi Syari'ah," 137.

⁴⁷ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori Ke Praktik* (Gema Insani, 2001), 215, <https://books.google.com>.

⁴⁸ Dewi Wulan Sari and Mohamad Yusak Anshori, "Pengaruh Pembiayaan Murabahah, Istishna, Mudharabah, Dan Musyarakah Terhadap Profitabilitas (Studi Pada Bank Syariah Di Indonesia Periode Maret 2015–Agustus 2016)," *Accounting and Management Journal* 1, no. 1 (2017): 57, <http://journal2.unusa.ac.id/index.php/AMJ/article/view/68>.

⁴⁹ Muhammad Hafidh Hasim Purba et al., "Analisis Yuridis Penyelesaian Sengketa Pada Akad Pembiayaan Murabahah Antara Nasabah Dengan PT. Bank Syariah Indonesia, Tbk Kantor Cabang Medan Ahmad Yani Menurut Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah," *Wahana Inovasi: Jurnal Penelitian Dan Pengabdian Masyarakat UISU* 11, no. 2 (2022): 284–97, <https://ojs23.uisu.ac.id/index.php/wahana/article/view/6478>.

Implications, Limitations, and Recommendations

The results of this study have important implications, both theoretically and practically, for the development of Islamic economic law in Indonesia. Theoretically, these findings reinforce the understanding that the effectiveness of law cannot be separated from the effectiveness of evidence in the judicial process. As stated by Soerjono Soekanto, the effectiveness of law depends on the compatibility between norms, law enforcement, supporting facilities, society, and legal culture; without a balance between these five elements, law becomes nothing more than a normative text without social power. In the context of Islamic economic disputes, particularly murabahah financing, the validity of collateral is not only an administrative requirement but also a substantive aspect that determines the legal validity of the financing contract itself. When Islamic financial institutions fail to prove legal ownership of collateral, the agreement loses its executory power, and legal justice is not achieved. Thus, this study provides an argumentative basis that evidence must be placed as the main axis in assessing the validity and applicability of Islamic contracts in religious courts.

In practical terms, this study confirms the need to apply legal prudence standards in every murabahah transaction. Sharia financial institutions are required to ensure the validity of ownership documents, notarial certification, and legal registration before the contract is signed. This provision is in line with the principles of *al-amanah* (honesty) and *al-'adalah* (justice) in *maqāṣid al-syarī'ah*, which require that economic transactions do not cause *gharar* (uncertainty) or *ḍarar* (loss) to either party.⁵⁰ In addition, for judicial officials, it is necessary to apply consistent standards of evidence between cases so that legal disparities do not arise. These standards are important for maintaining the legitimacy of decisions and public trust in the sharia judicial system. As Gustav Radbruch emphasized, legal certainty can only be achieved if the law is applied uniformly and the results are predictable.

For policymakers, especially the Financial Services Authority (OJK) and the Ministry of Cooperatives and SMEs, the results of this study highlight the urgency of strengthening regulations related to risk management and legal document validation in non-bank Islamic financial institutions. According to Mardani, weaknesses in the documentation and evidence systems in Islamic financial institutions' practices remain the main cause of the weak legal position of these institutions in court.⁵¹ Therefore, every murabahah transaction must include proof of valid collateral ownership recorded in the national financing information system.⁵² This step is in line with the government's mission to build transparent and accountable Islamic financial governance.

From a methodological perspective, this study has strengths in its depth of analysis and use of four representative decisions to illustrate variations in the application of law at the religious court level. However, this study also has limitations. First, this study only focuses on

⁵⁰ Jasser Auda, *Maqasid Al-Shariah as Philosophy of Islamic Law: A Systems Approach* (International Institute of Islamic Thought (IIIT), 2008), 54–47.

⁵¹ Dr Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah* (Prenada Media, 2015), 214–16, <https://books.google.com/books>.

⁵² Otoritas Jasa Keuangan, "Roadmap Pengembangan Perbankan Syariah Indonesia," Jakarta, [Online]. Available: <https://www.ojk.go.id/Id/Id/Kanal/Syariah>, 2020, 32.

decisions in the Special Region of Yogyakarta, so it does not fully represent judicial practices at the national level. Second, this study does not empirically examine the trial process or interviews with judges, so the analysis is limited to written legal documents. Third, because the study is normative in nature, sociological dimensions such as the behavior of the parties or the public's perception of the fairness of the rulings are not the main focus.⁵³ These limitations provide scope for further research using empirical or socio-legal approaches to enrich our understanding of the effectiveness of law in the practice of Islamic economics.

Based on the results of the study and these limitations, several recommendations can be formulated. First, for Islamic financial institutions, it is necessary to implement a standardized evidence procedure that ensures that each collateral has legally valid evidence, such as a land certificate in the customer's name, a notarial deed of collateral, and a statement of no inheritance dispute. Second, for the Supreme Court, it is necessary to develop technical jurisprudential guidelines regarding the verification of collateral status in Islamic economic cases so that decisions between cases are consistent and reflect the principle of legal certainty. Third, for legal academics and researchers, further studies with a multidisciplinary approach combining legal, economic, and social analysis are needed to assess the extent to which the effectiveness of evidence affects public trust in the Islamic financial system. Thus, the results of this study not only contribute to the development of legal theory on evidence and legal effectiveness, but also have strategic value in strengthening the governance of Islamic economic law that is fair, transparent, and in accordance with *maqāṣid al-syarī'ah*.

CONCLUSION

This study confirms that differences in court rulings in murabahah contract disputes in Religious Courts are not caused by the validity or invalidity of the contract, but rather by the level of effectiveness of evidence regarding the status of collateral. Murabaha contracts have normatively fulfilled the pillars and requirements of a valid agreement, but in judicial practice, the validity of collateral is a crucial element that determines the extent to which a judge's ruling can provide legal certainty and justice. When evidence of ownership and collateral attachment is presented in a valid, authentic, and verified manner, judges tend to grant the claim in full because the element of legal certainty as intended by Gustav Radbruch's theory has been fulfilled. Conversely, if the evidence regarding the collateral is weak or formally flawed, judges tend to limit the verdict in order to maintain substantive justice for the potentially aggrieved party. The main findings of this study indicate that the effectiveness of evidence serves as a direct indicator of the effectiveness of law in Islamic economic cases. Strong evidence not only guarantees formal legal validity, but also maintains the social and moral legitimacy of the Islamic financial system. This shows that in the context of sharia courts, legal effectiveness can only be achieved when the elements of evidence, legal certainty, and substantive justice work in harmony. In other words, legal effectiveness is not solely determined by applicable norms, but also by the quality of evidence and the integrity of judicial officials in upholding the principle of justice.

⁵³ Satjipto Rahardjo, *Ilmu Hukum* (Citra Aditya Bakti, 1991), 120–22.

In addition to contributing theoretically to the strengthening of the Theory of Proof, the Theory of Legal Certainty, and the Theory of Legal Effectiveness, this research also provides practical policy directions for Islamic financial institutions to strengthen legal administration standards in every financing transaction. In the future, there needs to be standardization of collateral evidence in Islamic economic disputes, either through Supreme Court regulations or internal guidelines of financial institutions, in order to create consistency in decisions and sustainable justice. This study still has limitations in terms of geographical scope and the normative nature of the analysis, so further research is recommended to use a socio-legal approach by exploring empirical aspects, such as interviews with judges, notaries, and administrators of Islamic financial institutions. Future studies could also focus on the relationship between the effectiveness of evidence and the level of compliance of financial institutions with the principles of sharia prudential compliance. Thus, further research is expected to expand this perspective from the normative to the implementative level, so that sharia economic law truly functions as a means of social justice and public welfare.

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