

Application of the Principle of Justice in Non-Adjudication Settlement of Banking Disputes in the Perspective of Islamic Law

By Ummi Maskanah, Mohd Zakhiri Md Nor, & Aji Mulyana

Application of the Principle of Justice in Non-Adjudication Settlement of Banking Disputes in the Perspective of Islamic Law

Ummi Maskanah

Pasundan University, Indonesia
ummi.maskanah@unpas.ac.id

Mohd Zakhiri Md Nor

University Utara Malaysia, Malaysia
zakhiri@uum.edu.my

Aji Mulyana

Suryakancan University, Indonesia
ajimulyana@unsur.ac.id

Abstract

Kredit Usaha Rakyat (KUR) is a subsidy credit programme from the Government of Indonesia to facilitate micro, small, and medium enterprises (MSMEs) in obtaining business capital. The fact that the KUR programme has a major impact on MSME players, especially during the recovery period due to the COVID-19 pandemic, however, please note that it does not rule out the possibility of non-performing loans in the implementation of the KUR programme. There are two ways that can be taken to resolve non-performing loan disputes, namely through the judicial process (adjudication) and outside the judicial process (non-adjudication). Islamic banks in the banking world apply a series of values, norms, and ethical guidelines derived from Islamic teachings. These principles cover all aspects of life, from law to morality to social ordinances. In dispute resolution for the non-performing loan programme KUR, Sharia banks are required to choose a dispute resolution process that is in accordance with the values of truth, justice, and compassion in Islam. The non-adjudication settlement model is considered a process that reflects Islamic values and fundamental values in Indonesian society, where consensus deliberation must be prioritised because it emphasises the principle of fairness in the process. The principle of fairness has the meaning of justice in a broader relationship and approaches the meaning of worthiness in it.

Keywords: *Sharia Bank, Non-performing loan, non-adjudication*

Introduction

Improving the economy at the community level is the goal of poverty alleviation in Indonesia.¹ This is critical to restoring people's living standards and supporting sustainable economic growth. To achieve this, inventive financial institutions must offer new products and provide financial assistance to community capital. In line with the Presidential Decree of the Republic of Indonesia Number 99 of 1998, large and small businesses are allowed to obtain business capital through financial service managers with Partnership Terms. Furthermore, as a new product of financial institutions based on Islamic banking, the government launched the Kredit

¹ Ery Purwanti, Drajat Tri Kartono, and Kuni Nasihatun Arifah, "Portrait of poverty in Indonesia: A Critical Review of Poverty Alleviation Policies in Indonesia in the SDGs Paradigm," *International Journal of Recent Research Interdisciplinary Sciences (IJRRIS)* 9, no. 2 (2022): 81–86, <https://doi.org/https://doi.org/10.5281/zenodo.6637633>.

Usaha Rakyat (KUR) scheme, which is a priority programme. The aim is to improve and expand access to financing to productive small businesses, improve the ability of MSMEs to compete, encourage economic growth, and increase employment to help the community's economic recovery.²

The provision of KUR is usually done by signing a voluntary debt and credit agreement that binds both parties in good faith. The agreement has some requirements. Usually, when financial institutions provide credit, an additional collateral agreement is required, but this is not the case with KUR because the loan value is relatively small, not exceeding Rp 500,000,000 (five hundred million rupiah) or KUR kecil with a maximum value of Rp 50,000,000 (fifty million rupiah). In addition, the collateral provided can be uncertified or intangible collateral.

The collateral agreement is in principle to anticipate if the debtor cannot pay his debt, in addition to fulfilling the debtor's debt, it also serves to reduce the risk of loss of the bank / financial service provider. Guarantees can basically be in the form of *personal/corporate* guarantees and material guarantees or can also be in the form of debtor business prospects. The debtor's business prospects are immaterial guarantees that function as a first way out.³

In practice, to resolve bad credit problems, it was initially resolved through religious courts which were adversarial in nature,⁴ until the Supreme Court issued Supreme Court Regulation Number 2 of 2015 jo. However, in practice there are still obstacles, one of which is the cost of the case which is not proportional to the value of the loan or the remaining loan of the debtor if the debtor does not implement the Court Decision voluntarily, not to mention the assumption of *judicial corruption*, too rigid, formal and too technical (*non-flexible, formalistic, and technically*), causing the idea to look for other ways to resolve bad credit disputes with a relatively small ceiling value. To anticipate this, then many financial service providers / banks are looking for a way or model of resolving bad debts (NPLs) effectively and efficiently, so that bad debts are not protracted.

Law as a guide to human behaviour in various fields of life that regulates order and justice. Procedural Law, especially Civil Procedure Law, is no less important than other laws.⁵ Because to uphold the law always requires procedural law as a means to protect the interests of justice seekers in obtaining justice and legal certainty.

In conducting formal legal reform, the principles of justice, certainty and benefit for the entire community must be emphasised, in accordance with the values, philosophy and ideology of the Indonesian nation and the characteristics of the rule of law, especially the principle of equality before the law.⁶ This is no longer a necessity, but a must for the justice-seeking community. Efforts to reform formal law must emphasise the principles of justice, certainty and benefit for the entire community, in accordance with the values, philosophy and ideology of the Indonesian nation as a characteristic of the rule of law, especially the principle of equality before the law.⁷

² Purwanti, Kartono, and Arifah.

³ 35 Latifa Fitriani, "Jaminan Dan Agunan Dalam Pembiayaan Bank Syariah Dan Kredit Bank Konvensional," *Jurnal Hukum & Pembangunan* 47, no. 1 (2017): 124–39, <https://doi.org/10.21143/jhp.vol47.no1.138>.

51 Rio Christiawan, *Hukum Bisnis Kontemporer* (Jakarta: Raja Grafindo Persada, 2021).

⁴ Sudikno Mertokusumo, *Hukum Acara Perdata Indonesia* (Yogyakarta: Liberty, 1998).

⁶ Mirza Elmy Safira, Andini Rachmawati, and Samuji, "Model Sistem Peradilan Dalam Mewujudkan Kepastian Hukum Dan Keadilan Di Indonesia," *Journal Indonesian Comparative of Shariah Law (JICL)* 6, no. 5 (2023): 1–17.

⁷ Muhammad Nur Kholis Al Amin et al., "Metode Interpretasi Hukum Aplikasi Dalam Hukum Keluarga Islam Dan Ekonomi Syariah," *Asas Wa Tandhim: Jurnal Hukum, Pendidikan Dan Sosial Keagamaan* 2, no. 1 (2023): 15–36, <https://doi.org/10.47200/awtjhpsa.v2i1.1347>.

The increase in public knowledge and awareness of the law, including awareness of filing claims in order to defend their rights before the court, is increasing, so they think that the court process is too formal and not responsive to their economic needs, so it is not effective and efficient, therefore they think that the court process will be taken as the last resort in resolving disputes (the last resort) bad credit between them.²⁸ Such a view is in line with Satjipto Raharjo's opinion that the slow resolution of legal disputes through the courts ultimately leads to weak law enforcement. The reason is that the law enforcement process can take a very long time, is not simple and requires a lot of money. Such a practice deviates or is not in line with the mandate of Article 2 Paragraph (4) and Article 4 Paragraph (2) of Law Number 48 of 2009 on Judicial Power which states that the Judicial Process is carried out based on the principles of Simple, Fast and Low Cost.

Based on a World Bank study, the inhibiting factors in business dispute resolution in Indonesia are: (1) Inefficient settlement of disputes at the court of first instance; (2) Long settlement period; (3) High court fees; (4) High lawyer fees; and (5) May lead to new disputes.⁹

Given the objective conditions, a dispute resolution model that promotes fairness is necessary to ensure justice, minimise conflict, and build long-term mutually beneficial relationships.¹⁰ Therefore, a form of (business) dispute resolution procedure similar to that practised in other countries should be established. This procedure should be simple, cost-effective, quick, and legally binding like a judge's decision. Out-of-court dispute resolution based on agreement and fairness is not binding unless it is explicitly stated in the main good faith agreement. However, finding a way out to pay off bad debts through direct negotiations in the business world is known as deliberation, which is very important, especially because this kind of credit does not require material collateral and has a relatively low ceiling.¹¹ According to Priyatna Abdurrasyid in his book *Umami Maskanah* in 2010: "Negotiation or deliberation is a dialogue (bargaining) that takes place directly between the parties to a dispute or in the presence of an impartial third party (mediator) as an alternative to dispute resolution to assist the parties in resolving their problems and thereby provide legal certainty." (Priyatna Abdurrasyid, 2010).

Deliberation (negotiation) and or mediation is an Alternative Dispute Resolution approach that aims to create a space for dialogue and find the causes of non-fulfillment of performance from

⁸ Nurlely Darwis, "Upaya Keadilan Bagi Rakyat Melalui Small Claim Court," *Jurnal Ilmiah Hukum Dirgantara* 10, no. 52 (2020): 21–34.

⁹ Frans Hendra, *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia Dan Internasional* (Jakarta: Sinar Grafika, 2012); Idik Saeful Bahri, "Efisiensi Jalur Mediasi Dalam Penyelesaian Sengketa Bisnis Di Indonesia," no. February (2020): 1–19, https://www.researchgate.net/profile/Idik-Saeful-Bahri/publication/339165756_Efisiensi_Jalur_Mediasi_dalam_Penyelesaian_Sengketa_Bisnis_di_Indonesia/link/25e424b6b92851c7f7f2f39d7/Efisiensi-Jalur-Mediasi-dalam-Penyelesaian-Sengketa-Bisnis-di-Indonesia.2f; R. Prasetya, IB; Subekti, "Cakrawala Hukum Cakrawala Hukum," *Cakrawala Hukum* 12, no. 1 (2021): 95–110, <https://e-journal.unwiku.ac.id/hukum/index.php/CH/article/view/171>; Rivany Rida Aliya Putri Fitri Nuryanti, Asyila Putri Wibowo Alfitri, Nurviya Firdaus, "Hambatan Penyelesaian Sengketa Ekonomi Syariah Melalui Mediasi Pada Masa Pandemi Covid-19," *Jurnal Ekonomi Syariah* 1, no. 1 (2022): 50, <https://jurnal.penerbitwidina.com/index.php/TIJARAH/article/download/114/116%0A>; Anriz Nazarudin Halim M. Slame Hamun, Wira Franciska, "Penerapan Perdamaian Dalam Penyelesaian Sengketa Ekonomi Syariah," *IJMPs: Jurnal Ilmiah Mahasiswa Pendidikan Sejarah* 8, no. 3 (2023): 2881–91.

¹⁰ Hana Nabilah Khairunnisa, "Mediasi Sebagai Alternatif Penyelesaian Sengketa Bisnis Dalam Perspektif Peraturan Perundang-Undangan Di Indonesia," *Hangulan Law Review* 2, no. 1 (2023): 136–63, <https://hlr.unja.ac.id/index.php/hlr/article/view/22>.

¹¹ Aline Florencia, Hans Christoper Krisnawangsa, and Hudson Charitos, "Tinjauan Hukum Tentang Debitur Sebagai Termohon PKPU Yang Telah Terikat Perjanjian Arbitrase Dengan Pemohon PKPU," *Jurnal Legislatif Fakultas Hukum Unbas* 4, no. 2 (2021): 223–35.

customers, as well as finding solutions that promote fairness, based on good faith, so that the settlement can be accepted by both parties.

Both dispute resolution options are a model of Islamic banking dispute resolution that is acceptable and has also been applied in many countries because it provides a more effective, efficient way and can fulfil Islamic ethical principles enshrined in Islamic legal sources, therefore it can restore harmony to the relationship between creditors and debtors, considering that both parties need each other.

In connection with the description above, problems arise, among others, if there is a dispute (bad credit), (1) how is the application of the principle of fairness in the non-adjudication settlement of disputes over people's business credit (KUR) in Islamic banks, and (2) how are the obstacles and factors that influence the application of the principle of fairness in the non-adjudication settlement of KUR disputes in Islamic banks not as expected.

Research Methods

This research is analytical descriptive, which provides an overview of the application of the principle of fairness in the non-adjudication dispute resolution of bad credit cases in Islamic banks. To provide an analytical picture related to the application of the principle of fairness in non-adjudication dispute resolution, a normative juridical approach method is used which sees the law as a norm or *das sollen*. In this research, an empirical approach is also needed, which is legal research on the enactment or implementation of normative legal rules in reality in each specific legal event that occurs in society (*das sein*), which is related to finding the right, effective, efficient dispute resolution model by applying the principle of fairness related to bad credit from business actors who get KUR.

This research explores various primary legal materials in the form of Law Number 50 of 2009 concerning Religious Courts, Law Number 21 of 2008 concerning Sharia Banking, Law Number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Perma Number 1 of 2016 concerning In-Court Mediation, and Supreme Court Regulation Number 3 of 2022 concerning Electronic Court Mediation, secondary legal materials in the form of literature, journals related to this research problem, and tertiary legal materials in the form of dictionaries to further explain both legal terms and foreign words related to this discussion. Therefore, this research not only collects materials in the form of theories, concepts, and legal principles as well as legal regulations that are related to the subject matter, but also seeks to explain legal reality in society as a community phenomenon in legal life related to the application of the principle of fairness in non-adjudication settlements in disputes over people's business credit (KUR) from Islamic banks.

Discussion

1. Application of the Principle of Fairness in Non-Adjudication Settlement of People's Business Credit (KUR) Disputes in Sharia Banks

Since 1992 Indonesia began to officially establish Islamic banks, namely PT Bank Muamalat Indonesia (BMI).¹² The legal basis for the operation of banks labelled sharia, at that time

¹² Alifia Annisaa, Nurizal Ismail, and Iman Nur Hidayat, "Sejarah Hukum Perbankan Syariah Di Indonesia," *Ijtihad Jurnal Hukum Dan Ekonomi Islam* 13, no. 2 (2019): 247–64; Ari Sita Nastiti and Agung Ivan Firdaus, "Menuju Tiga

was only accommodated in one paragraph about "banks with profit-sharing systems" in Law Number 7 of 1992 concerning Banking, which was later amended to Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking. In conducting its business based on economic democracy by using the principle of prudence, therefore the financial services business plays a very important role in increasing the development and economy of a country which is applied through its programmes, one of which is the provision of credit to the community.

Bank Muamalat, as a sharia-based financial institution, has triggered changes in legal approaches and related regulations, leading to the growth of Islamic banks in Indonesia, until there are significant dynamics in the political development of religious judicial law, namely the addition of absolute authority given to the Religious Courts.¹³ As outlined in Article 49 of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts (PA Law), namely "Sharia Economics", one of the scopes of Islamic economics is Islamic banking. However, after examining the PA Law, it is not followed further about the dispute resolution process.

The massive development of an economy based on Islamic sharia principles that creates a transparent, fair, ethical and sustainable financial model has resulted in Islamic economics becoming the main alternative in dealing with the dynamics of the current global and national economy.¹⁴ An economy based on Islamic sharia principles integrates Islamic values into economic policy. These principles prohibit interest-based transactions, excessive speculation, and unethical business practices. The ultimate goal is to create social justice, prioritise sustainability, and ensure fair distribution of wealth in accordance with Islamic teachings.¹⁵

Since 2007, the Government has endeavoured to further accelerate the development of the real sector and the empowerment of micro, small and medium enterprises (MSMEs), in order to increase national economic growth.¹⁶ The President issued Presidential Instruction No. 6/2007 on Policies to Accelerate the Development of the Real Sector and the Empowerment of Micro, Small and Medium Enterprises (MSMEs), which basically instructed all Ministers, Non-Ministerial Institutions and Local Governments to be guided by this instruction. The realisation of the acceleration of real sector development and empowerment of MSMEs is evident in the People's Business Credit (KUR) programme launched in November 2007. The KUR programme expanded the access of MSMEs to bank credit and increased production with the aim of improving the

-
- Dekade 23, "Perbankan Syariah Di Indonesia," *JLAI (Jurnal Ilmiah Akuntansi Indonesia)* 4, no. 2 (2019): 135–47; Munifa Munifa, Saifullah Bombang, and Syaakir Sofyan, "Strategi Penyelesaian Pembiayaan Bermasalah Pada Transaksi Murabahah Pada PT. Bank Muamalat Indonesia (BMI) Cabang Palu Dalam Perspektif Ekonomi Syariah," *Jurnal Ilmu Perbankan Dan Keuangan Syariah* 1, no. 1 (2019): 73–95, <https://doi.org/10.24239/jipsya.v1i1.6.73-95>; Khodiron Khodiron, Fitriyani Fitriyani, and Muhammad Azka Maulana, "Peran Perbankan Syariah dalam Pembangunan Mikro Ekonomi Indonesia," *The Academy Of Management and Business* 1, no. 3 (2022): 113–18, <https://doi.org/10.55824/tamb.v1i3.181>.
- ¹³ Alfiina Rohmatil Aliyana, "Dan Aktivitas Bisnis Pada Lembaga Keuangan Syari' Ah (Lks)," *IRSYADUNA: Jurnal Studi Kemahasiswaan* 64, no. 2 (2023): 190–205, <https://doi.org/https://doi.org/10.54437/irsyaduna>; Yusmalinda Yusmalinda, "Kontribusi Qanun Lks Terhadap Umkm Sebagai Upaya Meningkatkan Kesejahteraan Ekonomi Masyarakat Kota," *JES [Jurnal Ekonomi STIEP]* 8, no. 1 (2023): 45–55, <https://doi.org/https://doi.org/10.54526/jes.v8i1.141>.
- ¹⁴ Rizky Andrean, "Pendayagunaan Dana Bank Syariah Melalui Platform Financial Technology Untuk Pemberdayaan UMKM Pada Era Digital," *Velocity: Journal of Sharia Finance and Banking* 3, no. 1 (2023): 45–59.
- ¹⁵ Asri Jaya et al., *Ekonomi Syariah* (Batam: Yayasan Cendikia Mulia Mnadiri, 2023).
- ¹⁶ Dewi Amimi and Siti Fatimah, "Politik Hukum Ekonomi Penguatan Ekonomi Mikro Dan UMKM Pasca Pandemi Covid-19," *Jurnal Tana Mana* 3, no. 2 (2023): 1–11, <https://doi.org/https://doi.org/10.33648/jtm.v4i2.344>.

economic welfare of the community. The implementation of this programme is governed by a memorandum of understanding between the government, banks, and guarantee companies. In its development, there is an affirmation in Law No. 20/2008 on Micro, Small and Medium Enterprises to facilitate MSMEs in obtaining credit. In addition, the technical regulations of the KUR programme change dynamically in line with changes in the direction of economic policy in Indonesia, the results of policy evaluations that are considered less effective or social and economic changes in the community due to the coronavirus disease (covid-19) pandemic.

Financing provided to MSMEs through the KUR programme from Islamic banks is in the form of lending and borrowing transactions in the form of *qardh* receivables (see Article 1 paragraph (25) letter d of the Islamic Banking Law) based on an agreement between Islamic banks that requires the financed to return the funds after a certain period of time in return or profit sharing.

Agreement or *consensus* is a requirement in an agreement, as well as when MSME actors participate in the KUR programme, they will make a credit agreement known as a contract that meets the criteria of the *five C's of credit analysis*,¹⁷ namely the principles of *character, capacity, capital, collateral, economic conditions*.¹⁸ Then the Islamic bank must also adhere to the prudential principle as stipulated in Article 35 of the Islamic Banking Law to provide confidence to the bank concerned in providing loans to debtors. The importance of applying the prudential principle in lending and borrowing facilities so that Islamic banks are sure that customers are in good faith and able to repay borrowed funds.

Lending and borrowing facilities (financing) generally require collateral to overcome the inability of debtors to pay their debts. However, the KUR programme is different because the credit value is relatively small, without collateral requirements, so Islamic banks work with PT Jamkrindo Syariah as the guarantor, this is in accordance with POJK Number 2/POJK.05/2017. However, this does not mean that Islamic banks then ignore the five principles of assessing debtors and the *prudential* principles of banking as described above, but banks must be more careful to determine who will be given loans in the form of financing.

In practice, Islamic banks in providing financing or loans are only armed with trust, which only requires the presence of KTP and NPWP, whose agreement is stated in the contract, without providing material collateral in accordance with President Jokowi's recent appeal.

Not all KUR sharia loans for MSMEs run smoothly, sometimes debtors cannot fulfil the obligation to pay credit instalments according to the schedule set out in the agreement, which is termed bad credit. Bad credit can be a serious problem for banks because it has the potential to cause financial losses. For this reason, it is necessary to resolve bad credit problems immediately to avoid bank losses and provide legal certainty to creditors and debtors. Therefore, to guarantee the problem of bad credit in Bank Syariah Indonesia, the Government established PT Jamkrindo Syariah as the guarantor. With the guarantee from PT Jamkrindo Syariah, the risk can be minimised,¹⁹ which in turn will make the Islamic Bank more confident in handling bad debts without experiencing significant financial pressure. Thus, the role of PT Jamkrindo Syariah in supporting the resolution of bad credit disputes creates synergy between banks, debtors, and risk guarantor institutions, thereby minimising risks and negative impacts that may occur.

¹⁷ Agustinus Simanjuntak, *Hukum Bisnis, Sebuah Pemahaman Integratif Antara Hukum Dan Praktik Bisnis* (Depok: PT. Raja Grafindo, 2023).

¹⁸ Simanjuntak.

¹⁹ W. Friedmann, *Teori & Filsafat Hukum Telaah Kritis Atas Teori-Teori Hukum (Susunan I)* (Jakarta: Rajawali Pers, 1990).

Based on the Financial Services Authority (OJK) report contained in the 2019 Sharia Financial Development Report, the number of banks conducting business activities based on "sharia principles" is increasing, namely there are 14 (fourteen) sharia commercial banks (BUS), 20 (twenty) sharia business units (UUS), and 164 (one hundred sixty-four) sharia people's financing banks (BPRS).²⁰

Islamic banks, established for the benefit of the people, hence their programmes are also in accordance with the principles of Islamic sharia. Although Article 1 paragraph (16) of the Islamic Banking Law does not explicitly limit customers to individuals who are Muslim. For this reason, a broader interpretation is needed in order to expand the definition of customers in Islamic banking. Consequently, by expanding the interpretation of the term "justice seeker" in Article 2 of the PA Law to include "Every person who conducts civil legal relations based on the principles of Islamic sharia." This understanding is in line with Article 1 paragraph (13) of the Banking Law, which states that sharia principles refer to the rules of agreement based on Islamic law between banks and other parties.

According to Al-Ghazali, an Islamic philosopher, sharia principles refer to a set of values, norms and ethical guidelines derived from Islamic teachings. These principles cover all aspects of life, from law to morality to social order. Al-Ghazali emphasised that the principles of sharia are not just legal rules, but also a spiritual and ethical framework that guides Muslims to live according to the values of truth, justice and compassion, so the principles of sharia are not just a set of rules, but a way of life that integrates spirituality and ethics in every aspect of daily life. The principles of Islamic sharia, especially based on the Qur'an as explained by Nurdien (2012) and Djamil (1999), are as follows:²¹ (1) *Adam al-Haraj* (not complicating or burdensome); (2) *Taqlil al-Taklif* (reducing the burden); (3) Periodic determination of the law; (4) In line with universal interests; and (5) *al-Musawah wa al* (equality and justice).

Sharia principles are conceptually believed to be ideal as a comprehensive and universal way of thinking, so that it can be seen from the basic philosophy that distinguishes between conventional and Islamic economic activities.^{22,23} Therefore, when the debtor and creditor (Sharia bank) are in trouble or a dispute arises that must be resolved immediately in principle, it must also be resolved by paying attention to the foundation of the operation of Islamic banks, namely "sharia principles", so that the aim of creating the benefits of Muslims in particular and in general also creates justice, tranquility and certainty in business relations can be achieved.

According to J.G. Merrills, defines the phrase dispute as a dispute over a matter of fact, law or politics in which one party's statement of rejection, counterclaim or denial from the other party,²⁴ for which it must be resolved immediately. In principle, dispute resolution in Indonesia

²⁰ Ahmad Baihaki and M. Rizhan Budi Prasetya, "Kewenangan Absolut Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah Pasca Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012," *Krtha Bhayangkara* 81 no. 2 (2021): 289–308, <https://doi.org/10.31599/krtha.v15i2.711>.

²¹ Muhammad Tho'in, "Kompetensi Sumber Daya Manusia Bank Syariah Berdasarkan Prinsip-Prinsip Syariah Islam (Studi Kasus Pada BNI Syariah Surakarta)," *Jurnal Ilmiah Ekonomi Islam* 2, no. 03 (2016): 158–71, <https://doi.org/10.10340/jiei.v2i03.49>.

²² Lastuti Abubakar and Tri Handayani, "Alternatif Penyelesaian Sengketa Yang Efektif, Efisien Dan Berkeadilan (Studi Kasus Perbankan Syariah)," *Litigasi* 20, no. 20 (2019): 173–204, <https://doi.org/10.23969/litigasi.v20i2.1069>.

²³ Aang Achmad and Umni Maskanah, *Hukum Acara Perdata Teori Dan Praktik (Class Action, Gugatan Sederhana, E-Court Dan E-Litigasi) Dilengkapi Yurisprudensi* (Bandung: Logoz Publishing, 2010).

²⁴ J.G. Merrills, *International Dispute Settlement, Disadur Oleh Ahmad F., Dalam Umni Maskanah, 2012, Alternatif Penyelesaian Sengketa Bisnis Dalam Sistem Hukum Indonesia, Telaah Kritis Terhadap Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian* (Bandung: Logoz Publishing, 1986).

according to Article 59 of Law Number 48 of 2009 concerning Judicial Power (Judicial Power Law) can be resolved through two channels, namely *litigation* and *non-litigation* (*non-adjudication*). Furthermore, *dispute resolution* specifically related to sharia economics is further regulated in Law Number 50 of 2009 concerning the Second Amendment to Law Number 7 of 1989 concerning Religious Courts. Where the Religious Courts are given the authority with regard to *absolute competence* to examine, decide and adjudicate cases in the field of sharia economics.²⁵

The legal politics of Islamic banking dispute resolution related to KUR provided to MSME members cannot be separated from the harmony of Islamic economic values and the characteristics of Islamic banking itself. Therefore, any disputes that arise between the two parties (between Islamic banks and their customers) can naturally be resolved while still aiming for the benefit of the people by paying attention to the functions of Islamic banking which aim for the welfare and peace of society in real economic development.

The public and especially banks want dispute resolution quickly and simply, with relatively low costs, but the results are acceptable to both parties by promoting a sense of justice. Although there are various ways of *non-adjudication* settlement (*non-litigation*). However, to resolve bad debts of Islamic banks, it is necessary to select a *non-adjudication* model that puts forward the right fairness principle in order to achieve justice between the two without excluding accuracy and accuracy.

In this regard, Article 55 paragraph (2) of Law Number 21 of 2008 concerning Sharia Banking authorises the parties to choose the choice of law and choice of forum in resolving their disputes, even though there has been a Constitutional Court decision Number 93/PUU-X/2012 which states that "the absolute authority to resolve sharia economic disputes lies with the Religious Courts." In its development, the Supreme Court made a breakthrough by issuing Perma Number 2 of 2015 Jo Number 4 of 2019 concerning Procedures for Settling Simple Lawsuits as a manifestation of the principle of *access to justice* which requires the subject of the lawsuit to be no more than Rp. 200,000,000.00 (two hundred million) and between the plaintiff and the defendant are in one jurisdiction, which was later amended to Perma Number 4 of 2019 with the addition of the object of dispute to Rp. 500,000,000.00 (five hundred million). This simple lawsuit (*small claim court*) aims to provide an *alternative dispute resolution* with the value of the object of the dispute not exceeding that which has been determined, namely by simplifying the process of litigation in court, namely within 25 (twenty-five) days the parties have received a decision.

Initially, the *small claims court* was used, but in practice banks still encountered many obstacles and constraints.²⁶ Many studies that have been conducted related to the means of the Simple Lawsuit, mention that in practice the Simple Lawsuit does not solve the problem, one of which is related to the implementation of the Decision.²⁷ This means that not all *small claim court* decisions are implemented voluntarily, so they still require a further process, namely execution. However, the KUR programme does not include material collateral and the ceiling value is also relatively small, so the judge's decision seems to only win on paper. So in its development, the Simple Lawsuit slowly began to be abandoned for the settlement of bad debts of Islamic banks.

²⁵ Ana Latifatuz Zahro, Muhammad Iqbal Fasa, and A. Kumedi Ja'far, "Analisis Penyelesaian Sengketa Ekonomi Syariah Secara Non Litigasi," *Reslaj: Religion Education Social Laa Roiba Journal* 4, no. 2 (2021): 336–52, <https://doi.org/10.47467/reslaj.v4i2.716>.

²⁶ Aji Prasetyo, "Beragam Hambatan Dalam Gugatan Sederhana," HukumOnline.Com, 2023.

²⁷ Adi Nur Rohman et al., "Problematisa Penyelesaian Gugatan Sederhana Dan Arah Penguatannya Dalam Mengoptimasi Sistem Peradilan Sederhana, Cepat Dan Biaya Ringan," *Jurnal IKAMAKUM* 2, no. 1 (2022).

This means that even though the idea or birth of dispute resolution through the Simple Lawsuit air⁷⁷ to provide solutions to justice seekers whose value of the object of dispute is not more than Rp. 500,000,000.00 (five hundred million rupiah) and at the same time accommodates the principles of simple, fast and light costs, according to some research results there are still obstacles in the implementation of the decision, therefore it cannot be used as a model for resolving disputes related to the KUT³³ programme given to individual or medium-sized MSMEs.

Furthermore, again based on Article 55 paragraph (2) of the Sharia Banking Law which expressly stipulates "in the event that the parties have agreed on dispute resolution other than as referred to in paragraph (1), dispute resolution shall be carried out in accordance with the **contents of the contract**". This provision can override the Constitutional Court Decision and at the same time provide legal *standing* for alternative dispute resolution as a legal construction that can be used as a dispute resolution option for the parties, provided that it is agreed upon and stated in a contract based on sharia principles.

The choice of⁴⁷ dispute resolution is left entirely to the wishes of the parties as **outlined in the contract** (vide explanation of Article 55 paragraph (3) of the Islamic Banking Law). This means that by signing a credit contract that contains a dispute resolution option clause, the parties have indirectly agreed, agreed or subjected themselves to the choice⁶⁶ of *non-adjudicative* dispute resolution with the principles of Islamic law, so that this has closed⁶⁶ the *absolute authority* of the Religious Court⁸ to resolve sharia economic disputes.

Indeed, out-of-court dispute resolution has long been known by the Indonesian people, the majority of whom are Muslim, namely through deliberation and mediation. The Qur'an in Surah Al-Baqorah/2:233, as well as QS al-Syura/42:38 have provided provisions which basically "deliberation as a way out to solve problems",²⁸ pr³vides a legal basis for the practice of sharia economic dispute⁸³ resolution that takes into account the values of justice and legal certainty, this is also in line with Pancasila as the philosophy of the Indonesian nation, namely the fourth Precept, which prioritises the principle of mutual cooperation and consensus in finding solutions to dispute resolution.

In the context of legal politics, the settlement of sharia economic disputes, especially in the financial sector, is focused on simple, efficient and fast resolution with the principles of *fairness* and legal certainty, especially through deliberation and mediation. This approach reflects harmony with the values of religious teachings and the philosophy of the Indonesian nation.

An economy based on Islamic Sharia principles integrates Islamic values into economic policy. These principles prohibit interest-based transactions, excessive speculation, and unethical business practices. The ul¹²ate goal is to create social justice, prioritise sustainability, and ensure fair distribution of wealth in accordance with Islamic teachings.

In Islamic law, the principle of justice, known as 'adl and insaf, has a significant philosophical foundation. Imam Muhammad al-Ghazali (1917-1996) emphasised justice as a core value in Islam, which applies to both the legal and social realms. Justice in Islam not only means treating all individuals equally, but also ensuring that policies and decisions are aligned with Islamic moral and ethical principles. It is said that justice entails giving⁸⁵ appropriate rights to every individual without discrimination or oppression of any kind. This idea is in line with the principle of justice in Western

²⁸ Ani Satun Fitriyah, "Musyawarah Dalam Al-Qur'an (Analisis Komparatif Tafsir Al Misbah Dan Tafsir Al Ibrisz Atas QS Al-Syūrā/42: 38, QS Al-Imran/3: 159 Dan QS AlBaqarah/2: 233)" (Institut Agama Islam Negeri Salatiga, 2020).

law where everyone is entitled to equal rights and should not be subjected to unfair treatment. According to Islamic law expert Mohammad Hashim Kamali, justice must permeate all aspects of life, including legal systems and dispute resolution based on the principles of Islamic sharia. Justice must be an actualised principle, not just a theoretical concept.

The principle of *fairness* or '*adl*' in Islamic law must be placed as a human right, to get fair treatment in business transactions, and its law enforcement. The Liang Gie argues that the meaning of justice in a broader relationship is *fairness* which is close to the meaning of feasibility. The characteristics of fairness in the sense of feasible or appropriate, for example, are found in the expression fair *price* (the right price) or *fair wage* (decent wage). When moral elements or considerations are more emphasised in the notion of justice and are seen as superior to *legal justice* alone, the meaning of *equity* grows for *justice*. *Equity* has a meaning that resembles fairness according to moral values. When the whole ideal of morality or all policies as a single whole seems to be included in the notion of justice, the meaning then becomes righteousness, which when translated can mean truth based on goodness, not truth as a science. Through the above description, The Liang Gie then formulates the characteristics or nature of justice: *Justice*, legal, *lawful*, *impartial*, equal, *fair*, morally just, *equitable*, or *righteous*.²⁹

Speaking of justice, we cannot forget the Greek philosophers, Plato and Aristotle, who have laid the foundation for justice in relation to positive law. As an adherent of natural law, where at that time the idea of justice was what was fair according to natural law and justice must be in accordance or according to the validity of the law, Plato saw justice from the side of inspiration, while Aristotle departed from the background of thinking about models of society, politics and law.³⁰

95

For this reason, both in the philosophy of Western law and in the context of Islamic law, the principle of *fairness* can be interpreted as equitable and substantial justice, as well as making an important contribution to the formation of a holistic understanding of the importance of the principle of *fairness* in the process of resolving disputes over bad credit under the KUR programme from Islamic Banks for MSMEs based on good faith as an implementation of a fair and just legal system. Thus, a holistic and structured approach is needed to ensure that the process meets the ethical standards and values of Islamic justice. In the opinion of the researcher, the most important anticipatory step in the provision of KUR by Islamic banks is to integrate the principle of *fairness* into every stage of credit granting until the process of resolving bad credit disputes.

As mentioned above, the process of resolving bad credit disputes of Islamic banks based on Article 55 paragraph (2) of the Islamic Banking Law is given a choice of dispute resolution models both inside and outside the court.⁵⁶ As discussed above, many banks have abandoned dispute resolution using the means of the *small claims court* and are looking for models that are more efficient, effective and fair, namely consensus deliberation which in positive legal language is termed negotiation and mediation.

Furthermore, the consensus deliberation model is extended through another approach called collaborative negotiation. In this negotiation, the disputing parties work together to reach a mutually beneficial solution. The prioritisation of the principle of *fairness* in collaborative negotiations is none other than to create an open dialogue (communication or bargaining process),

²⁹ Popon Srisusilawati⁵⁵ Nanik Eprianti, "Penerapan Prinsip Keadilan Dalam Akad Mudharabah Di Lembaga Keuangan Syariah," *Law and Justice* 2, no. 1 (2017): 12–23, <https://doi.org/10.23917/laj.v2i1.4333>.

³⁰ Srisusilawati and Eprianti.

uniting interests to find a *win-win* solution. In its development, in addition to collaborative negotiations, Islamic banking dispute resolution with a "facilitation model" was also introduced by the Financial Services Authority (OJK) based on Regulation No. 01/POJK.07/2013 (POJK No. 1 of 2013).

According to Financial Services Authority Regulation (POJK) Number 1 of 2013 on Dispute Resolution in the Financial Services Sector and Law Number 21 of 2011 on the Financial Services Authority, the facilitation model is an approach in which OJK acts as a facilitator in an effort to resolve disputes between parties, particularly in the context of the financial sector. The facilitation model allows the disputing parties to sit together under the guidance of OJK to reach a settlement agreement without having to go through litigation in court. This approach places more emphasis on dialogue, negotiation and understanding between the disputing parties, with the hope of reaching a fair and mutually beneficial solution. Thus, OJK indirectly also helps in building a conducive legal system and supporting the Islamic financial industry, as to provide legal protection for the parties to the dispute to realise a peace agreement. Based on the results of interviews with one of the OJK LAPS arbitration named Tri Legono, it turns out that in its implementation it still upholds the principle of *fairness on the grounds of* maintaining relationships, interests and dispute resolution of both parties that are *non-discriminatory*, this serves as a guide to reaching a proper agreement (Khairandy, 2004), so that Islamic banking can carry out its function as an *agent of trust*.

As already stated, the dispute resolution facilitated by the OJK is based on: (1) Law No. 21 of 2008 on Sharia Banking; (2) Law No. 21 of 2011 on the Financial Services Authority; (3) POJK No. 1 of 2013 on Consumer Protection in the Financial Services Sector and POJK No. 1 of 2014 on Alternative Financial Services Institutions in the Financial Services Sector; (4) OJK Circular Letter No. 54/SEOJK.07/2016 on Monitoring Alternative Dispute Resolution Institutions in the Financial Services Sector; (5) Standard Operating Procedures (SOP) as a reference in dispute resolution is based on OJK Circular Letter No. 2/SEOJK.07/2014 on Services and Settlement of Consumer Complaints in Financial Services Actors.

In addition to collaborative negotiations and the OJK facilitation model, the settlement of bad credit disputes originating from KUR Islamic Bank with small ceilings provided to MSMEs can also be pursued through mediation. According to Article 1 paragraph 4 of Supreme Court Regulation Number 1 of 2016 concerning Mediation Procedures in Court, Mediation is a way of resolving disputes through a negotiation process to obtain an agreement between the Parties with the assistance of a Mediator. Furthermore, paragraph (2) provides that the Mediator is a Judge or other party who has a Mediation Certificate as a neutral party who assists the Parties in the negotiation process in order to find various possible dispute resolutions without resorting to deciding or imposing a settlement.

As a neutral party the mediator must ensure that each party has an equal and or balanced opportunity to present their reasons and interests before the mediator with good faith as a basic principle. This means that mediation emphasises the intention to reach a fair and mutually beneficial solution for all parties involved. With good faith as a basic principle, it is hoped that mediation can be carried out transparently, fairly, and respect the interests of all parties to reach a fair agreement, *win-win solution*, and not cause new problems and provide legal certainty for both.

Applying the principle of *fairness* in the various dispute resolution models mentioned above, can produce a model that not only reflects the values of justice in Islam but also provides an effective and efficient solution in resolving bad credit disputes of Islamic banks holistically. Thus,

Islamic banks can build a strong reputation in providing fair and equitable services to their customers, in line with Islamic economic principles, and Islamic banks can carry out their function as *agents of trust*.

For this reason, it is expected that Islamic banks can integrate the principle of *fairness* into all banking policy programs, including debt collection procedures that prioritize constructive dialogue and fair solutions for all parties, meaning that the principle of *fairness* is not only related to the dispute resolution process, but is also expected to be applied in the implementation or management of financing programs from the start.

The choice of the three models, namely collaborative negotiation, facilitation and / or mediation as a way to resolve bad credit in the KUR programme at Islamic banks can bring an atmosphere of family relations for the parties, not as opposing parties as the term in the court process, but there is a deep interaction relationship²³ between them,³¹ which then does not damage the *mutual symbiotic* relationship in order to find a solution to the problem³² so that a *win win solution* to the dispute is achieved.

2. Obstacles and Factors Affecting the Application of the Principle of Fairness in the Non-Adjudication Settlement of KUR Disputes of Islamic Banks Not as Expected

The application of the principle of *fairness* in the *non-adjudication* settlement of People's Business Credit (KUR) disputes at Sharia Banks has a number of obstacles and influencing factors. After the research was carried out, an overview of the obstacles that may arise is the imbalance of information between the bank and the customer, which can result in unfair decisions. In other words that there is an imbalance of information between the bank and the customer is one of the main obstacles. Such conditions can result in unfair decisions due to a lack of transparency and access to information, which in turn affects the overall dispute resolution process.

As stated above, there are three models, namely collaborative negotiation, facilitation and / or mediation as a way to resolve bad debts in the KUR programme at Islamic banks, not all of which are successful in resolving bad debts for the parties, in practice there are several obstacles.

The success of the Collaborative Negotiation, FSA Facilitator and Mediation model is²⁵ nothing that can be encouraging for the parties to the dispute. The success is inseparable from the good faith of the parties in resolving or ending their problems with the aim of producing a good agreement for both parties while still paying attention to the balance of rights and obligations of each party. The success of the dispute resolution model is also inseparable from the important role of a negotiator, facilitator and mediator in solving problems and at the same time providing solutions to each case. In principle, they help the parties to find points of understanding, identify solutions, and defuse conflicts through the process, the point is that they must be able to unite opinions on the basis of good faith to end the dispute to reach an agreement without causing new problems, and most importantly can convince the parties, especially the debtor, to resolve the dispute voluntarily.

Furthermore, in practice, the role of each in the negotiation can be presented as follows: Negotiators are more focused on active negotiation, while the roles of facilitators and mediators are more oriented towards guiding the communication process and reaching a fair agreement

³¹ Veri Antoni, "Mediasi Sebagai Alternatif Penyelesaian Sengketa Di Bidang Perbankan" (Universitas Gajah Mada, 638).

³² Susanti Adi Nugroho, *Manfaat Mediasi Sebagai Alternatif Penyelesaian Sengketa* (Prenada Media, 2019).

without giving a final decision, but must also strive to unite the objectives of this process, namely reaching a peace agreement, and implementing the agreement.

The success of mediation itself is not free from obstacles. These obstacles usually come from the way the disputing parties respond to the case by insisting on their respective wishes and opinions. The knowledge of the disputing parties about mediation is also one of the obstacles to the success of mediation in resolving economic disputes. Another obstacle that often occurs in practice is from the debtor who does not understand the process, or ignores the summons to process due to ignorance of the summons, or even fear of the process. If this happens, it will make it very difficult for the creditor (bank) to resolve the bad credit problem.

According to the research results, obstacles do not only come from the negotiators, facilitators and mediators in person as stated above, obstacles can also occur from the customers and creditors themselves, which can be conveyed in the following table:

Table 1. Obstacles in Direct Meeting of Both Parties

No.	Creditor	Debtors	Results
1	Absent	Attend	failed
2	Attend	Absent (afraid)	failed
3	Attend	Present (but not aware of the problem)	failed
4	Present (stick to its importance)	Present (stick to the reason)	failed
5	Present (provide repayment solution)	Present (accept the solution)	It works

Table 2. Barriers in terms of the character of the settlement process Negotiation

No.	Negotiator Creditor Party	Debtors	Results
1	Making very high demands	Stick to the reason	failed
2	Stick to what matters	Stick to the reason	failed
3	Pressing	Stick to the reason	failed
4	Repay only the remaining principal of the loan	Stick to the reason but considered	It works
5	Remaining principal can be repaid in instalments with recalculation	Approved	It works

Table 3. Dispute Resolution Through Facilitator/Mediator

No.	Creditor	Facilitator/mediator	Debtors	Results
1	His request is in his best interest	Explaining willingness	Creditor's Stick to the reason or position	failed
2	Stick to its interests (loan repayment)	Advise creditors, and provide input to find ways to relieve debtors.	Unwilling to accept feedback and direction	failed

3	Make a new calculation, while still obliging the debtor to provide profit sharing and pay late fees	Suggest a solution that is more favourable to both parties, And propose a solution that is best for both.	Stick to the reason or position	failed
4	Make a new calculation by removing the penalty payment	Provide an explanation to the creditor about the debtor's condition. Then the facilitator or mediator can propose again about recalculating the remaining amount of the loan.	Stick to the reason or position, because of the business conditions.	failed
5	Make a recalculation to pay the principal only	The facilitator or mediator provides an explanation to the debtor, that the creditor wants the debtor to pay only the principal loan, meaning eliminating the penalty and profit sharing. The facilitator or mediator will advise the debtor to consider the creditor's offer.	Remains in its reason or position, due to the condition of its business so that it is unable to pay the principal also	failed
6	Back: Arrange and recalculate the remaining unpaid loan in instalments.	The facilitator or mediator will advise the debtor to consider the creditor's offer.	approved	It works
7	Approved	Draft a peace agreement	approve	It works

Based on the description above, the researcher can state that the factors that hinder the *non-adjudication* dispute resolution process include: (1) The absence of good faith of both parties in resolving the dispute; (2) The mindset of the parties to the dispute; (3) The characteristics of the parties to the dispute; (4) The lack of knowledge of the parties to the dispute about the dispute resolution model.³³ (5) The lack of seriousness of negotiators, conciliators and mediators in helping the parties resolve their problems; (6) Or even a lack of mastery of the disputed material, resulting in *detloc*. In addition, there are obstacles in selecting mediators or negotiators or facilitators who are truly neutral and competent in the context of Islamic law. Another influencing factor is the different interpretations of the principles of Islamic law that underlie dispute resolution.

³³ Reza Fakhlefi, "Pelaksanaan Mediasi Dalam Perkara Ekonomi Syari'ah Di Pengadilan Agama Jakarta Selatan (Studi Terhadap Perma No. 1 Tahun 2016 Tentang Prosedur Mediasi Di Pengadilan)" (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2019).

Solutions to overcome such barriers may involve improving transparency and access to information for both parties. Islamic banks need to make active efforts to provide customers with an equal understanding of their rights and obligations, as well as the dispute resolution procedures to be followed. In addition, the bank should ensure that the mediator or arbitrator chosen is a truly neutral expert who has a deep understanding of the principles of Islamic law.

The application of the principle of *fairness* in non-adjudication settlements in Islamic Banks can be reduced by implementing an effective dispute resolution mechanism. For example, Malaysia has successfully done so by incorporating the principles of Islamic law in their legal system. In addition, they apply a transparent and inclusive approach in handling Islamic banking disputes.

Developing countries such as Indonesia have increased the application of the principle of *fairness* in dispute resolution in Islamic Banks. The role of OJK as an out-of-court dispute resolution institution in Islamic finance has made a positive contribution. With higher legal awareness and increased competence of dispute resolution institutions in developing countries, especially those with a Muslim majority population, the application of the principle of *fairness* can continue to be improved.

To improve the application of the principle of fairness in the non-adjudication settlement of KUR disputes in Islamic banks, concrete steps need to be taken, such as increasing transparency, educating customers, selecting careful mediators or negotiators, and harmonising the interpretation of Islamic legal principles. By drawing on positive experiences from developed and developing Muslim countries, Islamic banks can optimise dispute resolution in a fair and efficient manner.

Conclusion

The non-adjudication model in Islamic banking non-performing loan disputes is an effective, efficient, and equitable case resolution model because it prioritises the principle of proper accessibility in order to achieve justice between the parties without overriding accuracy and accuracy. In the context of the legal politics of Islamic banking dispute resolution, the non-adjudication model is implemented through consensus deliberation (collaborative negotiation), negotiation, and mediation. The non-adjudicative dispute resolution model is in line with the purpose for which Islamic banking was established, which is for the benefit of the people with reference to social justice, prioritising sustainability, and ensuring equitable distribution of wealth in accordance with Islamic teachings. This approach reflects harmony with the philosophical values of the Indonesian nation. Juridically, Article 55 paragraph (2) of the Islamic Banking Law can be used as a legal basis in choosing the model of deliberation, negotiation, and/or mediation as a dispute resolution option taking into account the principles of Islamic sharia as outlined in the contract, so that the relationship between the customer and the Islamic bank is maintained. Thus, the non-adjudication model in resolving KUR programme bad debts can bring an atmosphere of family relations for the parties, not as opposing parties as the term in the adjudication process, which still maintains a mutual symbiotic relationship.

The obstacles and factors that influence the application of the principle of *fairness* in the non-adjudication settlement of Bank Syariah KUR disputes are: (1) The absence of good faith of both parties in resolving the dispute; (2) The mindset of the parties to the dispute; (3) The characteristics of the parties to the dispute; (4) The lack of knowledge of the parties to the dispute about the dispute resolution model; (5) The lack of seriousness of the negotiators, conciliators and mediators in helping the parties resolve their problems; (6) Or even a lack of mastery of the

disputed material, resulting in detloc. Solutions to overcome these obstacles can involve increasing transparency and access to information for both parties. Islamic banks need to make active efforts to provide customers with an equal understanding⁵⁰ of their rights and obligations, as well as the dispute resolution procedures to be followed. In addition, the bank should ensure that the mediator or arbitrator chosen is a truly neutral expert who has a deep understanding of the principles of Islamic law.

Sharia banks or OJK should have clear criteria for the selection of negotiators or facilitators, including expertise in Islamic law and the ability to uphold the principle of fairness. In addition, Islamic banks can improve transparency by providing clear and accessible information on KUR dispute resolution procedures. This involves providing comprehensive information on the mechanisms, rights and obligations of customers in dispute resolution.

References

- Abubakar, Lastuti, and Tri Handayani. "Alternatif Penyelesaian Sengketa Yang Efektif, Efisien Dan Berkeadilan Bagi Perbankan Syariah." *Litigasi* 20, no. 20 (2019): 173–204. <https://doi.org/10.23969/litigasi.v20i2.1069>.
- Achmad, Aang, and Ummi Maskanah. *Hukum Acara Perdata Teori Dan Praktek (Class Action, Gugatan Sederhana, E-Court Dan E-Litigasi) Dilengkapi Yurisprudensi*. Bandung: Logoz Publishing, 2010.
- Ahmad Baihaki, and M. Rizhan Budi Prasetya. "Kewenangan Absolut Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah Pasca Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012." *Krtha Bhayangkara* 15, no. 2 (2021): 289–308. <https://doi.org/10.31599/krtha.v15i2.711>.
- Aliya Putri Fitria Nuryanti, Asyila Putri Wibowo Alfitri, Nurviya Firdaus, Rivany Rida. "Hambatan Penyelesaian Sengketa Ekonomi Syariah Melalui Mediasi Pada Masa Pandemi Covid-19." *Jurnal Ekonomi Syariah* 1, no. 1 (2022): 50. <https://jurnal.penerbitwidina.com/index.php/TIJARAH/article/download/114/116%0A>.
- Aliyah, Alfiina Rohmatil. "Dan Aktivitas Bisnis Pada Lembaga Keuangan Syari ' Ah (Lks)." *IRSYADUNA: Jurnal Studi Kemahasiswaan* 3, no. 2 (2023): 190–205. <https://doi.org/https://doi.org/10.54437/irsyaduna>.
- Amimi, Dewi, and Siti Fatimah. "Politik Hukum Ekonomi Penguatan Ekonomi Mikro Dan UMKM Pasca Pandemi Covid-19." *Jurnal Tana Mana* 3, no. 2 (2023): 1–11. <https://doi.org/https://doi.org/10.33648/jtm.v4i2.344>.
- Amin, Muhammad Nur Kholis Al, Agung Abdullah, Fattah Setiawan Santoso, Muthmainnah Muthmainnah, and Cipto Sembodo. "Metode Interpretasi Hukum Aplikasi Dalam Hukum Keluarga Islam Dan Ekonomi Syariah." *Asas Wa Tandbim: Jurnal Hukum, Pendidikan Dan Sosial Keagamaan* 2, no. 1 (2023): 15–36. <https://doi.org/10.47200/awtjhpsa.v2i1.1347>.
- Andrean, Rizky. "Pendayagunaan Dana Sosial Bank Syariah Melalui Platform Financial Technology Untuk Pemberdayaan UMKM Pada Era Digital." *Velocity: Journal of Sharia Finance and Banking* 3, no. 1 (2023): 45–59.
- Annisaa, Alifia, Nurizal Ismail, and Iman Nur Hidayat. "Sejarah Hukum Perbankan Syariah Di Indonesia." *Ijtihad Jurnal Hukum Dan Ekonomi Islam* 13, no. 2 (2019): 247–64.
- Antoni, Veri. "Mediasi Sebagai Alternatif Penyelesaian Sengketa Di Bidang Perbankan." Universitas Gajah Mada, 2008.
- Bahri, Idik Saeful. "Efisiensi Jalur Mediasi Dalam Penyelesaian Sengketa Bisnis Di Indonesia," no. February (2020): 1–19. https://www.researchgate.net/profile/Idik-Saeful-Bahri/publication/339165756_Efisiensi_Jalur_Mediasi_dalam_Penyelesaian_Sengketa_Bisnis_di_Indonesia/links/5e424b6b92851c7f7f2f39d7/Efisiensi-Jalur-Mediasi-dalam-Penyelesaian-Sengketa-Bisnis-di-Indonesia.pdf.
- Christiawan, Rio. *Hukum Bisnis Kontemporer*. Jakarta: Raja Grafindo Persada, 2021.
- Darwis, Nurlily. "Upaya Keadilan Bagi Rakyat Melalui Small Claim Court." *Jurnal Ilmiah Hukum Dirgantara* 10, no. 1 (2020): 21–34.
- Fakhlefi, Reza. "Pelaksanaan Mediasi Dalam Perkara Ekonomi Syari'ah Di Pengadilan Agama Jakarta Selatan (Studi Terhadap Perma No. 1 Tahun 2016 Tentang Prosedur Mediasi Di Pengadilan)." Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2019.

- Fitriani, Ifa Latifa. "Jaminan Dan Agunan Dalam Pembiayaan Bank Syariah Dan Kredit Bank Konvensional." *Jurnal Hukum & Pembangunan* 47, no. 1 (2017): 124–39. <https://doi.org/10.21143/jhp.vol47.no1.138>.
- Fitriyah, Ani Satun. "Musyawarah Dalam Al-Qur'an (Analisis Komparatif Tafsir Al Misbah Dan Tafsir Al Ibriz Atas QS Al-Syūrā/42: 38, QS Al-Imran/3: 159 Dan QS AlBaqarah/2: 233)." Institut Agama Islam Negeri Salatiga, 2020.
- Florescia, Aline, Hans Christoper Krisnawangsa, and Hudson Charitos. "Tinjauan Hukum Tentang Debitur Sebagai Termohon PKPU Yang Telah Terikat Perjanjian Arbitrase Dengan Pemohon PKPU." *Jurnal Legislatif Fakultas Hukum Unbas* 4, no. 2 (2021): 223–35.
- Friedmann, W. *Teori & Filsafat Hukum Telaah Kritis Atas Teori-Teori Hukum (Susunan I)*. Jakarta: Rajawali Pers, 1990.
- Jaya, Asri, Syaripuddin, Darnilawati, Nurwahyuni, Misno, Nuryanti, Mei Santi, Afdhol Rinaldi, and Diah Arminingsih. *Ekonomi Syariah*. Batam: Yayasan Cendikia Mulia Mnadiri, 2023.
- Khairunnisa, Hana Nabilah. "Mediasi Sebagai Alternatif Penyelesaian Sengketa Bisnis Dalam Perspektif Peraturan Perundang-Undangan Di Indonesia." *Hangoluan Law Review* 2, no. 1 (2023): 136–63. <https://hlr.unja.ac.id/index.php/hlr/article/view/22>.
- Khodiron, Khodiron, Fitriyani Fitriyani, and Muhammad Azka Maulana. "Peran Perbankan Syariah Dalam Pembangunan Mikro Ekonomi Indonesia." *The Academy Of Management and Business* 1, no. 3 (2022): 113–18. <https://doi.org/10.55824/tamb.v1i3.181>.
- M. Slamet Turhamun, Wira Franciska, Anriz Nazarudin Halim. "Penerapan Perdamaian Dalam Penyelesaian Sengketa Ekonomi Syariah." *IJMPs: Jurnal Ilmiah Mahasiswa Pendidikan Sejarah* 8, no. 3 (2023): 2881–91.
- Merrills, J.G. *International Dispute Settlement, Disadur Oleh Ahmad F., Dalam Unmi Maskanab, 2012, Alternatif Penyelesaian Sengketa Bisnis Dalam Sistem Hukum Indonesia, Telaah Kritis Terhadap Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian*. Bandung: Logoz Publishing, 1986.
- Mertokusumo, Sudikno. *Hukum Acara Perdata Indonesia*. Yogyakarta: Liberty, 1998.
- Munifa, Munifa, Saifullah Bombang, and Syaakir Sofyan. "Strategi Penyelesaian Pembiayaan Bermasalah Pada Transaksi Murabahah Pada PT. Bank Muamalat Indonesia (BMI) Cabang Palu Dalam Perspektif Ekonomi Syariah." *Jurnal Ilmu Perbankan Dan Keuangan Syariah* 1, no. 1 (2019): 73–95. <https://doi.org/10.24239/jipsya.v1i1.6.73-95>.
- Nastiti, Ari Sita, and Agung Ivan Firdaus. "Menuju Tiga Dekade Perkembangan Perbankan Syariah Di Indonesia." *JLAI (Jurnal Ilmiah Akuntansi Indonesia)* 4, no. 2 (2019): 135–47.
- Nugroho, Susanti Adi. *Manfaat Mediasi Sebagai Alternatif Penyelesaian Sengketa*. Prenada Media, 2019.
- Prasetya, IB; Subekti, R. "Cakrawala Hukum Cakrawala Hukum." *Cakrawala Hukum* 12, no. 1 (2021): 95–110. <https://e-journal.unwiku.ac.id/hukum/index.php/CH/article/view/171>.
- Prasetyo, Aji. "Beragam Hambatan Dalam Gugatan Sederhana." *HukumOnline.Com*, 2023.
- Purwanti, Ery, Drajat Tri Kartono, and Kuni Nasihatun Arifah. "Portrait of Poverty in Indonesia : A Critical Review of Poverty Alleviation Policies in Indonesia in the SDGs Paradigm." *International Journal of Recent Research in Interdisciplinary Sciences (IJRRIS)* 9, no. 2 (2022): 81–86. <https://doi.org/https://doi.org/10.5281/zenodo.6637633>.
- Rohman, Adi Nur, Palti Frederick Hasiholan, Rosa Rakhtyani, Rosa Rakhtyani, and Sri Sugiharti. "Problematika Penyelesaian Gugatan Sederhana Dan Arah Penguatannya Dalam Mengoptimasi Sistem Peradilan Sederhana, Cepat Dan Biaya Ringan." *Jurnal IKAMAKUM* 2, no. 1 (2022).
- Safira, Mirza Elmy, Andini Rachmawati, and Samuji. "Model Sistem Peradilan Dalam Mewujudkan Kepastian Hukum Dan Keadilan Di Indonesia." *Journal Indonesian Comparative of Shariab Law (JICL)* 6, no. 5 (2023): 1–17.
- Simanjuntak, Agustinus. *Hukum Bisnis, Sebuah Pemahaman Integratif Antara Hukum Dan Praktik Bisnis*. Depok: PT. Raja Grafindo, 2023.
- Srisusilawati, Popon, and Nanik Eprianti. "Penerapan Prinsip Keadilan Dalam Akad Mudharabah Di Lembaga Keuangan Syariah." *Law and Justice* 2, no. 1 (2017): 12–23. <https://doi.org/10.23917/laj.v2i1.4333>.
- Tho'in, Muhammad. "Kompetensi Sumber Daya Manusia Bank Syariah Berdasarkan Prinsip-Prinsip Syariah Islam (Studi Kasus Pada BNI Syariah Surakarta)." *Jurnal Ilmiah Ekonomi Islam* 2, no. 03 (2016): 158–71. <https://doi.org/10.29040/jiei.v2i03.49>.
- Winarta, Frans Hendra. *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia Dan Internasional*. Jakarta: Sinar Grafika, 2012.

- Yusmalinda, Yusmalinda. "Kontribusi Qanun Lks Terhadap Umkm Sebagai Upaya Meningkatkan Kesejahteraan Ekonomi Masyarakat Kota." *JES [Jurnal Ekonomi STIEP]* 8, no. 1 (2023): 45–55. <https://doi.org/https://doi.org/10.54526/jes.v8i1.141>.
- Zahro, Ana Latifatuz, Muhammad Iqbal Fasa, and A. Kumedi Ja'far. "Analisis Penyelesaian Sengketa Ekonomi Syariah Secara Non Litigasi." *Reslaj : Religion Education Social Laa Roiba Journal* 4, no. 2 (2021): 336–52. <https://doi.org/10.47467/reslaj.v4i2.716>.

Application of the Principle of Justice in Non-Adjudication Settlement of Banking Disputes in the Perspective of Islamic Law

ORIGINALITY REPORT

20%

SIMILARITY INDEX

PRIMARY SOURCES

1	ejmcm.com Internet	68 words — 1%
2	123dok.com Internet	49 words — 1%
3	Alim Tombili. "Settlement of Estate Disputes in Review From a Legal Anthropological Perspective", <i>Estudiante Law Journal</i> , 2022 Crossref	47 words — 1%
4	www.ijsrp.org Internet	42 words — < 1%
5	jsss.co.id Internet	38 words — < 1%
6	www.atlantis-press.com Internet	35 words — < 1%
7	jurnalius.ac.id Internet	34 words — < 1%
8	Mosgan Situmorang. "The Power of Pacta Sunt Servanda Principle in Arbitration Agreement", <i>Jurnal Penelitian Hukum De Jure</i> , 2021	33 words — < 1%

9	www.econstor.eu Internet	33 words — < 1%
10	ejournal.unida.gontor.ac.id Internet	32 words — < 1%
11	knks.go.id Internet	32 words — < 1%
12	repository.uinsu.ac.id Internet	31 words — < 1%
13	Ridwan Pratama. "COMPARISON STUDY BETWEEN SIMPLE LAWSUITS IN SMALL CLAIM COURT AND USUAL CLAIMS", Indonesia Private Law Review, 2023 Crossref	29 words — < 1%
14	ejournal.uin-malang.ac.id Internet	29 words — < 1%
15	seajbel.com Internet	28 words — < 1%
16	jurnal.ucy.ac.id Internet	27 words — < 1%
17	ojs.iainbatusangkar.ac.id Internet	26 words — < 1%
18	islamicmarkets.com Internet	25 words — < 1%
19	www.mdpi.com Internet	25 words — < 1%

20	www.paperpublications.org Internet	25 words — < 1%
21	Ratna Sofiana, Satria Utama. "Effectiveness of Shari'ah Economic and Business Dispute Resolution through Arbitration and Alternative Dispute Resolution (ADR)", TERAJU, 2021 Crossref	24 words — < 1%
22	journal.laaroiba.ac.id Internet	24 words — < 1%
23	www.grafiati.com Internet	24 words — < 1%
24	repository.iainpurwokerto.ac.id Internet	23 words — < 1%
25	ejurnal.ung.ac.id Internet	22 words — < 1%
26	journal.unnes.ac.id Internet	21 words — < 1%
27	mafiadoc.com Internet	21 words — < 1%
28	Ummi Maskanah. "Implementation of restorative justice in medical dispute resolution", Jurnal Aisyah : Jurnal Ilmu Kesehatan, 2023 Crossref	20 words — < 1%
29	ejournal.balitbangham.go.id Internet	20 words — < 1%
30	journal.iaincurup.ac.id Internet	20 words — < 1%

- 31 journal.uinsgd.ac.id
Internet 20 words — < 1%
-
- 32 Ahmad M. Ramli, Tasya S. Ramli, Gabriela M. Hutaauruk. "Patent waiver on COVID-19 vaccine: Indonesian law perspective", *The Journal of World Intellectual Property*, 2022
Crossref 19 words — < 1%
-
- 33 Ro'fah Setyowati, Hendro Saptono, Bagya Agung Prabowo. "Improving The Professionalism of Islamic Economic Judges Through Certification Towards Asian Economic Community (AEC)", *IOP Conference Series: Earth and Environmental Science*, 2018
Crossref 19 words — < 1%
-
- 34 isos.uinmataram.ac.id
Internet 19 words — < 1%
-
- 35 media.neliti.com
Internet 19 words — < 1%
-
- 36 "General Reports of the XIXth Congress of the International Academy of Comparative Law Rapports Généraux du XIXème Congrès de l'Académie Internationale de Droit Comparé", Springer Science and Business Media LLC, 2017
Crossref 18 words — < 1%
-
- 37 digilib.uin-suka.ac.id
Internet 18 words — < 1%
-
- 38 doaj.org
Internet 18 words — < 1%
-
- 39 sinta3.ristekdikti.go.id
Internet 18 words — < 1%

40	www.ijbel.com Internet	18 words — < 1%
41	www.scilit.net Internet	18 words — < 1%
42	adoc.tips Internet	17 words — < 1%
43	dinamikahukum.fh.unsoed.ac.id Internet	17 words — < 1%
44	ejournal3.undip.ac.id Internet	17 words — < 1%
45	ejurnal.bunghatta.ac.id Internet	17 words — < 1%
46	en.mkri.id Internet	17 words — < 1%
47	yurisdiksi.org Internet	17 words — < 1%
48	Alhamid Baharuddin, M. Taufan B., Syahabuddin Syahabuddin. "Analysis of Judges' Considerations in Deciding Judicial Divorce at the Palu Religious Court", INTERNATIONAL JOURNAL OF CONTEMPORARY ISLAMIC LAW AND SOCIETY, 2020 Crossref	16 words — < 1%
49	Dwi Ratna Indri Hapsari, Kukuh Dwi Kurniawan. "Consumer Protection in the Banking Credit Agreement in Accordance with the Principle of Proportionality under Indonesian Laws", Fiat Justisia: Jurnal Ilmu Hukum, 2020 Crossref	16 words — < 1%

50	Susi Aryani Manangin. "The Clause of the Murabahah Financing Agreement in Sharia Banking", SIGn Jurnal Hukum, 2022 Crossref	16 words — < 1%
51	repository.uinjkt.ac.id Internet	16 words — < 1%
52	digilib.unila.ac.id Internet	15 words — < 1%
53	jurnalpranata.ubl.ac.id Internet	15 words — < 1%
54	Ahmad Dahlan, Mawardi Mawardi, Shaifurrokhman Mahfudz. "The Crucial History of Sharia Banking Law Development in Indonesia", Al-Manahij: Jurnal Kajian Hukum Islam, 2023 Crossref	14 words — < 1%
55	e-jurnal.lppmunsera.org Internet	14 words — < 1%
56	ijil.ui.ac.id Internet	14 words — < 1%
57	koreascience.or.kr Internet	14 words — < 1%
58	publication.petra.ac.id Internet	14 words — < 1%
59	www.ssbfnnet.com Internet	13 words — < 1%
60	Husni Ingratubun, Fitri Ingratubun. "Implementation of Mediation Effort For	12 words — < 1%

Settlement At The Class Ia Religious Court In Jayapura", SASI, 2023

Crossref

-
- 61 namibian-studies.com 12 words — < 1%
Internet
-
- 62 www.bankmandiri.co.id 12 words — < 1%
Internet
-
- 63 ejournal.warmadewa.ac.id 11 words — < 1%
Internet
-
- 64 jurnal.stituwjombang.ac.id 11 words — < 1%
Internet
-
- 65 jurnal.unismuhpalu.ac.id 11 words — < 1%
Internet
-
- 66 jurnalnasional.ump.ac.id 11 words — < 1%
Internet
-
- 67 ojs.staialfurqan.ac.id 11 words — < 1%
Internet
-
- 68 Daffa Ladro Kusworo, Maghfira Nur Khaliza Fauzi. "Implementation of Litigation Mediation in Resolving Medical Negligence Disputes Between Patients and Health Workers", Administrative and Environmental Law Review, 2023 10 words — < 1%
Crossref
-
- 69 Rena Yulia, Aliyth Prakarsa, Mahrus Ali. "Restoring the Conflicts among Societies: How does Baduy Society Settle the Criminal Cases through Restorative Justice?", Academic Journal of Interdisciplinary Studies, 2023 10 words — < 1%

-
- 70 asean.org Internet 10 words — < 1%
-
- 71 www.researchgate.net Internet 10 words — < 1%
-
- 72 Andryan Andryan. "Open Court Principle for The Public in Material Judicial Review Right in The Supreme Court", Jurnal Penelitian Hukum De Jure, 2022 Crossref 9 words — < 1%
-
- 73 Efa Laela Fakhriah, Anita Afriana. "Cross border of Jurisdiction between Arbitration and District Court in Business Dispute Settlement under the Indonesian Legal System", Fiat Justisia: Jurnal Ilmu Hukum, 2023 Crossref 9 words — < 1%
-
- 74 Muhammad Ali, Ardilafiza Ardilafiza, Jonny Simamora. "BENCHMARK FOR DETERMINATION OF FORCED MONEY IN EXECUTION OF STATE ADMINISTRATIVE COURT JUDGMENT", Bengkoelen Justice : Jurnal Ilmu Hukum, 2020 Crossref 9 words — < 1%
-
- 75 ejournal.uinsaizu.ac.id Internet 9 words — < 1%
-
- 76 journals.usm.ac.id Internet 9 words — < 1%
-
- 77 jurnal.darmaagung.ac.id Internet 9 words — < 1%
-
- 78 jurnal.fh.unila.ac.id Internet 9 words — < 1%

79	jurnal.untan.ac.id Internet	9 words — < 1%
80	koloni.or.id Internet	9 words — < 1%
81	repositori.uin-alauddin.ac.id Internet	9 words — < 1%
82	techniumscience.com Internet	9 words — < 1%
83	www.jett.dormaj.com Internet	9 words — < 1%
84	Danang Kurniawan. "Initiating the Establishment of Digital Banks in Indonesia: A Juridical Study", Journal of Transcendental Law, 2022 Crossref	8 words — < 1%
85	Hazar Kusmayanti, Sherly Ayuna Puteri. "Dispute Settlement Practices through the Religious Court's Mobile Court (Sidang Keliling)", FIAT JUSTISIA:Jurnal Ilmu Hukum, 2020 Crossref	8 words — < 1%
86	Nun Harrieti. "Legal Implications On The Establishment Of Alternative Institution Of Dispute Resolution Of Indonesian Banking (LAPSPI) On Sharia Banking Dispute Settlement In Indonesia", FIAT JUSTISIA, 2018 Crossref	8 words — < 1%
87	Nurjannah Septyanun, Bambang Setiaji, Rina Rohayu Harun, Indra Jaya. "Judicial Consideration Of Decision No. 273/Pdt.G/2021/Pa.Bkt In The Perspectives Of Benefit And Justice In Murabahah Contract", Jurnal Jurisprudence, 2023	8 words — < 1%

88 Putri Anggia, Ani Yunita, Fadia Fitriyanti. "Legal Justice: The Abolition of the Principle of Bank Secrecy for Tax Interests in Indonesia", *Jambura Law Review*, 2023

Crossref

8 words — < 1%

89 Rifanatus Sarah Dzatihanani, Imron Rosyadi. "Murabaha Dispute Settelement In A Sharia Rural Bank of Klaten", *Journal of Islamic Economic Laws*, 2019

Crossref

8 words — < 1%

90 Rizka Rizka, Ilham Rafii. "Juridic Overview Agreement Changes On Sharia Bank Merger", *Daengku: Journal of Humanities and Social Sciences Innovation*, 2022

Crossref

8 words — < 1%

91 Willa Fatika Sari, Miftahul Mahrus, Yasmin Yasmin. "The Effect of Exchange, SBIS, and Profit-Based Financing on The Level of Risk of Financing Problems", *ISLAMICONOMIC: Jurnal Ekonomi Islam*, 2022

Crossref

8 words — < 1%

92 Zulfi Diane Zaini, Lukmanul Hakim. "Prevention and Handling of the Crisis of Financial Systems in Banking Institutions", *FIAT JUSTISIA*, 2019

Crossref

8 words — < 1%

93 digitalcommons.unl.edu

Internet

8 words — < 1%

94 ejournal.iainbengkulu.ac.id

Internet

8 words — < 1%

95 journal.uinsi.ac.id

Internet

8 words — < 1%

96	scholar.google.com Internet	8 words — < 1%
97	www.iosrjournals.org Internet	8 words — < 1%
98	www.jurnalhukumdanperadilan.org Internet	8 words — < 1%
99	Nabila Adenina Zidni Maulida, Dien Silmi al-Anshor, Anisah Budiwati. "An Analysis of the Soundness of Sharia State-Owned Enterprises (SOE) Bank Before Merger to Bsi by using the Rgec Method", KnE Social Sciences, 2022 Crossref	7 words — < 1%
100	Rika Destiny Sinaga, Joni Emirzon, Muhammad Syaifuddin. "Mediation Regulation Re-Arrangement's Efforts At The State Court Based On Confidential Principles As The Parties' Protection", Fiat Justisia: Jurnal Ilmu Hukum, 2022 Crossref	7 words — < 1%
101	jst.publikasiindonesia.id Internet	7 words — < 1%
102	Nurhadi Nurhadi. "Contradictive Istinbath Akad Murabahah Law Bil of Sharia Financing Time", Li Falah : Jurnal Studi Ekonomi dan Bisnis Islam, 2020 Crossref	6 words — < 1%
103	www.neliti.com Internet	5 words — < 1%
104	journal.stihtb.ac.id Internet	4 words — < 1%

EXCLUDE QUOTES ON
EXCLUDE BIBLIOGRAPHY ON

EXCLUDE SOURCES OFF
EXCLUDE MATCHES OFF