

# The Implementation of *Murabahah bil Wakalah* Financing in BRI Syariah Unit Genteng Banyuwangi

Naila Wardatul Jannah

Sharia Faculty State Islamic University Maulana Malik Ibrahim Malang  
[naymaymoon@yahoo.co.id](mailto:naymaymoon@yahoo.co.id)

## Abstract:

The purpose of this study is to know more about implementation of *murabahah bil wakalah* in BRI Syariah Unit Genteng Banyuwangi, need to do research subsequently. This empirical research use statute approach and judicially sociological approach. In this research a method of the data which is used is qualitative data analyses. The results of this research show that the implementation of *murabahah bil wakalah* financing in Bank BRI Syariah Unit Genteng Banyuwangi not accordance with Regulation of Bank Indonesia article 9 point d, No. 7/46/PBI/2005 about “*Akad Penghimpunan dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan Prinsip Syariah*” mentioned that “Bank represents to the customers (*wakalah*) to purchase the goods, and *Murabahah* Agreement must be done after the goods in principle be belonging to the bank” In next part explanation of this regulation mentioned that *wakalah* contract must be made separately from *murabahah* contract.

Tujuan dari penelitian ini adalah untuk mengetahui lebih lanjut tentang pelaksanaan *murabahah bil wakalah* di dalam Unit BRI Syariah Genteng Banyuwangi. Penelitian ini merupakan studi empiris menggunakan pendekatan perundang-undangan dan pendekatan yuridis-sosiologis. Dalam penelitian ini data penelitian akan dianalisis dengan analisis data kualitatif. Hasil penelitian ini menunjukkan bahwa pelaksanaan pembiayaan *murabahah bil wakalah* di Bank BRI Syariah Unit Genteng Banyuwangi tidak sesuai dengan Peraturan Bank Indonesia Pasal 9 huruf d, No. 7/46 / PBI / 2005 tentang “Akad penghimpunan Dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan prinsip Syariah “menyebutkan bahwa” Bank merupakan kepada pelanggan (*wakalah*) untuk membeli barang, dan Perjanjian *Murabahah* harus dilakukan setelah barang secara prinsip milik bank “dalam bagian penjelasan selanjutnya dari peraturan ini disebutkan bahwa kontrak *wakalah* harus dibuat secara terpisah dari kontrak *murabahah*.”

**Keywords:** *murabahah bil wakalah; finance; bank syariah*

## Introduction

The establishment of Islamic banks in Indonesia as a financial institution based on Islamic principle increasingly in demand by the public. kinds of sharia banking products offered, which includes product of accumulation of funds (funding), distribution product of funds (financing), and services product.<sup>1</sup> Evidenced by increasingly number of customers<sup>2</sup> who do financing in Islamic banks. According to the Deputy Governor of *Bank Indonesia* (BI), Ronald Waas, he said that in the opening of the iB Vaganza Expo, at Mal Ratu Indah, Makassar, on 30th of May, 2013, recorded the number of customers served by the national

<sup>1</sup> Adiwarman A Karim, *Bank Islam: Analisis Fiqh Dan Keuangan* (Jakarta: PT RajaGrafindo Persada, 2006), 97.

<sup>2</sup> The word “customer” mean debtor

Islamic banks until April 2013 reached 14.14 million customers, both in the financial sector and as depositors BUS.<sup>3</sup> Islamic Bank or in Indonesia called as sharia bank, is a financial institution that serves mechanisms of economic facility in the real sector through business activities (investment, sale, and others) based on Islamic principles, which the rule of agreement based on Islamic law between banks and other parties to save funds and business activities financing, or activities that are stated in accordance with Islamic values of macro and micro. The values of the macro which purpose is a justice, *maslahah*, *zakat* system, free of interest (*riba*), free of speculative activities which nonproductive such as gambling (*maysir*), free from the things that are not clear and doubt (*gharar*), free from damaged things or invalid (*bathil*), and the use of money as a medium of exchange.

Meanwhile, micro values which must be owned by the subject of Islamic banking is noble qualities that exemplified by the Prophet Muhammad (saw). that is *Siddiq*, *Amanah*, *tabligh*, and *fathonah*.<sup>4</sup> Sharia principles that implement by sharia bank are implemented in each of its products. One of the products sharia bank which frequently used by customers in order to meet their needs is a *murabahah* financing products. *Murabahah* is a term in Islamic Fiqh which means a specific form of buying and selling when the seller stating the cost of the goods, including the price of goods and other costs incurred to acquire the goods, and the rate of profit (margin) which desired.<sup>5</sup> The profit level can be in the form of lumpsum or a certain percentage of the cost of acquisition. Payment can be made by spot (cash) or can be done on the next day which mutually agreed. Therefore, *murabahah* is not contain the concept of delayed payment (deferred payment), as it is generally understood by half of people which know *murabahah* only in connection with financing in Islamic banking transactions, but does not understand the Islamic Fiqh.

The *murabahah* financing is a financing that most frequently in demand by customers in Indonesia, evident from the data which researchers will describe, *murabahah* contract from year to year has increased. The turnover (in commercial enterprise) of this financing occupied in the top rank from other types of sharia bank finances. Not only reach top rank in sharia banking of Indonesia but this financing also occupied the top rank in many countries.<sup>6</sup> Almost the same thing also been experinced by Islamic banking in other countries. for example, In early 1984, in Pakistan *murabahah* portion amounted to 80%, while the Dubai Islamic Bank in 1989, the portion of *murabahah* financing up to 82% and the Islamic Development Bank (Islamic Development Bank) also recorded 73% of *murabahah* financing.<sup>7</sup> Then the researchers also found a data from source of Bank Indonesia in 2013, regarding a table of financing that done by customers and the utility of financing from 2007 until 2008.

**Table 1.1**  
**Types of Sharia Banking Payment in 2007-2012 (on Billion Rupiah)**

| Contracts  | 2007  | 2008  | 2009   | 2010   | 2011   | 2012   |
|------------|-------|-------|--------|--------|--------|--------|
| Mudharabah | 5,578 | 6,205 | 6,597  | 8,631  | 10,229 | 12,023 |
| Musyarakah | 4,406 | 7,411 | 10,412 | 14,624 | 18,960 | 27,677 |

<sup>3</sup> Arpan Rachman, "Perbankan Syariah Relatif Cepat Tumbuh," accessed January 14, 2015, <http://economy.okezone.com/read/2013/05/30/457/815261/perbankan-syariah-relatif-cepat-tumbuh>.

<sup>4</sup> Ascarya, *Akad & Produk Bank Syariah* (Jakarta: RajaGrafindo Persada, 2007), 30.

<sup>5</sup> Ascarya, *Akad & Produk Bank Syariah*, 82.

<sup>6</sup> Asep Syawaludin, "Analisis Faktor-Faktor Yang Mempengaruhi Pembiayaan Murabahah Ba'i Bitsaman Ajil (Studi Kasus: Bmt Bina Umat Mandiri Di Kota Tegal)" (other, Fakultas Ekonomika dan Bisnis, 2014), 6, <http://eprints.undip.ac.id/43592/>.

<sup>7</sup> Abdullah Saeed, *Bank Islam dan Bunga: Studi Kritis dan Interpretasi Kontemporer Tentang Riba dan Bunga* (Yogyakarta: Pustaka Pelajar, 2004), 139.

|                  |        |        |        |        |        |         |
|------------------|--------|--------|--------|--------|--------|---------|
| <b>Murabahah</b> | 16,553 | 22,486 | 26,321 | 37,508 | 56,365 | 88,004  |
| Salam            | 0      | 0      | 0      | 0      | 0      | 0       |
| Istishna         | 351    | 369    | 423    | 347    | 326    | 376     |
| Ijarah           | 516    | 765    | 1,305  | 2,341  | 3,839  | 7,345   |
| Qardh            | 540    | 959    | 1,829  | 4,731  | 12,937 | 12,090  |
| Other            | 0      | 0      | 0      | 0      | 0      | 0       |
| Total            | 27,944 | 38,195 | 46,886 | 68,181 | 102,65 | 147,505 |

Source: Bank of Indonesia, 2013

Based on data above from Table 1.1 showed that the financing which most widely applied by the customer is *murabahah* financing, as much Rp.88,004 Million.<sup>8</sup> It can be concluded from data above which has been presented that *murabahah* financing occupies the highest rating (top rank) that Indonesia customer interested in *murabahah* financing than if compared to other financing. While *wakalah* or *wikalah* means submission, delegation, and mandating. That is giving representation by one party to another on the represented things. In Arabic, it can be understood as an *AT-Tafwidh*.<sup>8</sup> Same term by using the word *AlHifzu* which mentioned in the word of Allah:

Those to whom hypocrites said, "Indeed, the people have gathered against you, so fear them." But it [merely] increased them in faith, and they said, "Sufficient for us is Allah, and [He is] the best Disposer of affairs." QS: Ali Imran Ayat: 173).<sup>9</sup>

Whereas *murabahahbil-wakalah* contract itself is a merger of two such contract (*murabahah* and *wakalah*). *Murabahahbil-wakalah* in Islamic banks generally is devolution of rights / authority of the bank to the customer in terms of choosing which goods for capital work, invest, or even consumptive after the delegation that there will be a sale and purchase (trade) transactions in the form of installments. After the bank becomes the owner/suspension of goods that have been chosen by the customer. Although there seems to be a combination both of them, but each such contract is independent, so not including the hybrid contract as that is not allowed in Islam. As described in the hadith narrated by Ahmad and Thabrani.

“*Rasulullah* (SAW) prohibited two contracts in one transaction” (narrated by Ahmad dan Thabrani).<sup>10</sup>

In Islamic banking regulations, there are no specific arrangements regarding *murabahah bil wakalah* contract. However, the contract is regulated separately of each other. So it is different from the requirements, pillars, or its implementation provision. As for regulations pertaining about *murabahah bil wakalah* financing, is in Regulation of Bank Indonesia No.7/46/PBI/2005 about the Agreement and the Settlement Fund Raising For Banks Conducting Business Based on Sharia Principles (*Akad Penghimpunan dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan Prinsip Syariah*). Implementation of this contract can be found on the financing in Islamic banks finance, and one of Islamic banks that implements this contract is in BRI Syariah unit Genteng Banyuwangi. Implementation of *murabahah bil wakalah* agreement in BRI Syariah Unit Genteng Banyuwangi done by giving representation to the customer for purchase of goods by way of dropping the funds at first. Then purchase of goods receipt is submitted to the bank as proof of purchase of an item has been done by the customer.<sup>11</sup> To find out more details on the

<sup>8</sup> Sayyid Sabiq, *Fikih Sunnah*, (Beirut: Darul Kitab Al-Arabi, 1987), 213.

<sup>9</sup> QS: Ali Imran verse: 173.

<sup>10</sup> Burhanuddin S, *Hukum Kontrak Syariah* (Yogyakarta: BPFE-Yogyakarta, 2009), 236.

<sup>11</sup> HA., *Interview* (Banyuwangi, 15<sup>th</sup> of December, 2014).

implementation of the *murabahabil-wakalah* financing in BRI Syariah Unit Genteng Banyuwangi, this article aims to know how the implementation of *Murabahah Bil Wakalah* financing in BRI Syariah unit Genteng, Banyuwangi and *Murabahah Bil Wakalah* financing accordance to Regulation of Bank Indonesia No. 7/46/PBI/2005

### Research Method

In this research, researchers used a type of empirical research or field research which are the object of research on the symptoms, events, and phenomena that occur in the community, or state institutions that are non-library with the view that there is a phenomenon in society.<sup>12</sup> This type of research accordance with research that will be researched about the Implementation of *murabahah bil wakalah* Financing in BRI Syariah Unit Genteng Banyuwangi Perspective of Regulation of Bank Indonesia No.7/46/PBI/2005. The approaches on this study, using the approach of legislation and juridical empirical or sociological. Statue approach is an approach by using legislation and regulations, which the rules are written rules made by state agencies or officials authorized and binding in general.<sup>13</sup> In this research about Implementation of *murabahah bil wakalah* Financing in BRI Syariah Unit Genteng Banyuwangi, research based on regulation of Bank Indonesia, where Bank Indonesia is a state institution that issued the regulation 7/46/PBI/2005 about the Agreement and the Settlement Fund Raising For Banks Conducting Business Based on Sharia Principles (*Akad Penghimpunan dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan Prinsip Syariah*). The approach that used in this study is juridical empirical approach or sosiological juridical approach.<sup>14</sup> In sociological juridical approach, the law as law in action, described as a social phenomenon that empirically about implementation of *murabahah bil wakalah* Financing in BRI Syariah Unit Genteng Banyuwangi Perspective Regulation of Bank Indonesia No.7/46/PBI/2005. This research located in BRI Syariah St.Wahid Hasyim No. 11 Unit Genteng Banyuwangi. Primary Data source that use in this research are The primary data source, that interview persons (informers), Mr. Boby Hendrik A. As Vice Head of BRI Syariah Unit Genteng Banyuwangi. Secondary data source that get secondary data from the literature related to the research including Islamic Banking From Theory To Practice of Dr. Muhammad Syafi'i Antonio, article on "being purely to sharia financing" by Lukita Tri Prakasa, Regulation of Bank Indonesia No. 7/46 / PBI / 2005 DSN-MUI book on *murabahah* and *wakalah* as well as some related literature about the covenants in the banking Sharia. And Tertiary DataIs the supporting data to enhance the research.

### Result and Discussion

#### Implementation of *Murabahah Bil Wakalah* Financing in BRI Syariah Unit Genteng Banyuwangi

The Implementation of *murabahah bil wakalah* agreement in BRI Syariah Unit Genteng Banyuwangi have run well, This known from explanation by Mr. HA as Vice Head of BRI Syariah Unit Genteng Banyuwangi that:

*Praktek Murabahah atau Murabahah Bil Wakalah tersedia di bank tapi untuk penerapannya belum ada nasabah yang menggunakan akad Murabahah,*

<sup>12</sup> Bahder Johan Nasution, *Metode Penelitian Ilmu Hukum* (Bandung: Mandar Maju, 2008), 124.

<sup>13</sup> Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2010), 97.

<sup>14</sup> Okky Andriyanto, "Pelaksanaan Tugas Dan Fungsi Badan Kepegawaian Daerah Kabupaten Demak Dalam Pelayanan Kenaikan Pangkat Pegawai Negeri Sipil" (engd, Universitas Muria kodus, 2012), 50 <http://eprints.umk.ac.id/664/>.

*kebanyakan menggunakan akad Murabahah Bil Wakalah, dan kebanyakan disini nasabah meminta untuk modal kerja”.*<sup>15</sup>

*Murabahah Bil Wakalah* financing on sharia banking generally is giving the right or mandate of the bank to the customer in selecting goods for working capital, investment and for consumptive, which after the delegation that there will be a sale and purchase (trading) transactions in the form of installments after the bank becomes the owner or suspension of the goods that have been chosen by the customer. This contract is combination between *murabahah* contract and *wakalah* contract. Although *murabahah bil wakalah* seems to be one contract, but it such contract are independent, so that this financing not include of hybrid contract<sup>16</sup> or multiple contract that forbidden in Islam. Implementation of *Murabahah Bil-Wakalah* financing in BRI Syariah Unit Genteng Banyuwangi done by the Bank fully mandated to customers for the purchase of goods by way of dropping funds in advance. This is suitable with Mr. Bobby Hendrik A explanation as follow:

*“BRI Syariah cabang Genteng banyuwangi memberikan kuasa sepenuhnya kepada nasabah untuk pembelian barang kebutuhan, bahan baku atau modal kerja sesuai akad, yang tentunya setelah dana diterima (dropping dana). Untuk akad pembelian barang kebutuhan, Setelah membeli nasabah diwajibkan untuk menyerahkan bukti pembeliannya kepada Bank”.*

Receipt of goods purchase is submitted to the bank as proof of purchase of an item that has been done by the customer, and signing agreements (*murabahah* and *wakalah*) done instantly in first agreement (*wakalah*).<sup>17</sup> That Mr. Bobby has explained before:

*“Pada saat bersepakat setelah menjelaskan beberapa ketentuan dan lain-lain yg disebutkan sebelumnya, nasabah menandatangani dua perjanjian murabahah dan wakalah seketika itu, dari dasar itu, maka nanti di kreditkan sejumlah uang, dimasukkan lah uangnya, setelah uang cair, nasabah menerima uang tersebut kemudian nasabah belanja, nantinya kita (bank) minta bukti pembelian yang bisa berupa kwitansi, nota manual, entah print out bukti transfer, tergantung, dan jumlahnya”*

The provision as meant above, it is when the customers are meet some of the requirements of the law or to use the funds in the bank BRI Syariah, then after signing two finances itself in first agreement between bank and customer bank give the credit or dropping fund based on the deal, and the price of the goods. In the begining, marketing agen of BRI Syariah directly prospect to the field, offering this financing to the people as candidates of customer or debtor, marketing agen affering for the capital, invest, and consumptive. For invest itself tend to business capital. Not only once for marketing parties come and offering this financing, need a maintance that the marketing agen comes to the candidate of customer to get a result that the customer join it or not.

*“di follow up oleh pihak marketing, kemudian ketika butuh beberapa calon nasabah langsung menghubungi pihak marketing bank, kemudian dicari berapa kebutuhan yang dibutuhkan oleh nasabah-nasabah tersebut untuk modal kerja ataupun investasi.”*

<sup>15</sup> HA. interview (3th of November, 2014)

<sup>16</sup> *Hybrib Contract* or *Multiple Contract*, is two contracts in one transaction.

<sup>17</sup> HA. interview (3th of November, 2014)

As described previously the object of goods will be purchased by the customer some of which are for working capital, investment, and for the consumer. These three things if for investment and working capital the BRI Syariah could facilitate 100%, however this invest still there is a relation with customer business itself. For example, customer have a groceries business, then customer want to buy a private house, it means that's not include BRI Syariah Invest, because groceries there is no relation with a private house,(include in *KPR* segmen). But for consumptive bank only facilitate it about 50%, based on this interview quotation as follow:

*“nasabah berkeinginan membeli ruko untuk penegembangan usahanya itu boleh, konsumtif di fasilitasi 50% dari total pembiayaannya”*

After getting a number of requests, then the files required for the process of analyzing this *murabahah* financing approved in advance by the parties of marketing agen of BRI Syariah. Then as first, bank check a primary goods such as ID cards, family cards, Marriage Certificate, a certificate as collateral, and other completeness. Neither *NPWP* or mutations account, also assets that will be pledged or mortgaged. after that, it is bring to the office by the bank marketing agen, and check it for knowing the customer have problem or bounding agrrement with other bank or not. Not all customers approved, only customers who are considered capable of it, because the desire BRI Syariah to issue a financing is not to burden customers in the future. This is suitable with Mr. Bobby explanation:

*“kalau pembiayaan ini kedepannya menjadi berat, maka diusulkan pembiayaan yg lebih memudahkan nasabah atau sesuai kemampuan nasabah.”*

Properties or goods that will be purchased include to the list of financing plan (*DRP*), in *DRP* goods already mentioned, Goods that will be purchased for example for basic needs such business of groceries, rice snack and other goods which allowable, for a cigarette or goods that banned by islamic law, are not allowed. When a customer worth from bank analysis, that's as analysis have ability to pay ( terms of collateral), the character is not a concern, then approved the customer directly come to the BRI Syariah office to perform *murabaha bil wakalah* contract and signed an agreement perform the contract. But before signing, the bank explained detail the sale price or the purchase price, profit (margin) that the bank will take, and risks. As explanation:

*“sebelumnya kita jelaskan detail harga jual/harga beli, keuntungan/margin yg kita ambil berapa, selama tenor waktu 3 tahun itu berapa, jumlahnya semua tertera, termasuk jangka waktu juga. Kemudian agunanya disebutkan, akad secara notariil, Jadi akad jual beli sudah jelas, kemudian dibacakan resiko dan daftar rencana pembiayaanya dibacakan dengan jelas sesuai dengan interview di awal”*

After describing about detail price, margin and also risks, Then holding the contract be notarized (loans above 50 million) during agreed, after explaining some of the provisions and others that have been mentioned above, customers signed two agreements *murabahah* and *wakalah* instantly during at the beginning of agreement , from this basis it will be credited amount of money. As this explanation:

*“pada saat bersepakat setelah menjelaskan beberapa ketentuan dan lain-lain yg disebutkan tadi, nasabah menandatangani dua perjanjian murabahah dan wakalah seketika itu. Dari dasar inilah, maka nanti di kreditkan uang sejumlah berapa, dimasukkan lah uangnya, setelah uang cair dia nerima uang tersebut dia belanja, kita minta buktinya. Bisa berupa kwitansi, nota manual, entah prin out bukti transfer tergantung dari jumlahnya.”*

### Implementation of *Murabahah Bil Wakalah* Financing in BRI Syariah Unit Genteng, Banyuwangi perspective of Regulation of Bank Indonesia No. 7/46/PBI/2005

BRI Syariah Unit Genteng Banyuwangi was established on 2011, and completely operating on 2012. This means that approximately 3 years BRI Syariah Unit Genteng Banyuwangi has been operated. According to the authors, this can also be an indicator allows that the existing system of Sharia in BRI Syarih still not 100% pure to implement a principled of sharia system. From explanation above known that implementation of *murabahah bil wakalah* in BRI Syariah Unit Genteng Banyuwangi is Bank give fully representation to the customers to purchase of goods by way of funds dropping at the first, then receipt of purchase of goods submitted to the bank as evidence that the purchase has been done. And customers instantly signed two agreements (*murabahah* and *wakalah*) in first agreement (*wakalah*).<sup>18</sup> But if reffering to Regulation of Bank Indonesia article 9 point d, No. 7/46/PBI/2005 about “*Akad Penghimpunan dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan Prinsip Syariah*” mentioned that “Bank represents to the customers (*wakalah*) to purchase the goods, and the *Murabahah* Agreement must be done after the goods in principle belonging to the bank” In next part explanation of this regulation mentioned that *wakalah* contract must be made separately from *murabahah* contract.

The following definitions shall apply in principle of goods belonging to a bank in *wakalah* on *murabahah* agreement is the existence of the flow of funds devoted their goods suppliers or proven by purchase receipts. For receipt of goods purchase that submitted to the bank is legitimate or accordance with Regulation of Bank Indonesia, although researcher assume that bank is not careful and lok like do not want to be bothered with some steps which felt to be longer to implement separating *wakalah* and *murabahah* financing. Other than that the concept of *murabahah bil wakalah* in the financing BRI unit Genteng Banyuwangi is also contrary to the *murabahah*, Islamic banking system. where the subject of the sale (goods or commodities) should have the seller (bank) and owned by him, and the seller (bank) should be able to send it to the buyer (customer).<sup>19</sup> In this case also financing *murabahah bil wakalah* indicate as hybrid contract which is not allow in Islam, because signing of two agreements itself instantly sign in first agreement at the time of *wakalah* agreement or before *wakalah* , in this article, there is no detailed written on the arrangement of financing *murabahah bil wakalah* itself.

*Murabahah bil-wakalah* contract itself is a merger of two such contract (*murabahah* and *wakalah*). *Murabahah bil-wakalah* in Islamic banks generally is devolution of rights / authority of the bank to the customer in terms of choosing which goods for capital work, invest, or even consumptive after the delegation that there will be a sale and purchase (trade) transactions in the form of installments. After the bank becomes the owner / suspension of goods that have been chosen by the customer. Although there seems to be a combination both of them, but each such contract is independent, so not including the hybrid contract as that is not allowed in Islam. As described in the hadith narrated by Ahmad and Thabrani.

“*Rasulullah (SAW)* prohibited two contracts in one transaction” (narrated by Ahmad dan Thabrani).<sup>20</sup>

This Hybrid or multiple contract being reason why researcher assume that *murabahah bil wakalah* financing in BRI Syariah Unit Genteng Banyuwangi not accordance with Regulation of Bank Indonesia Article 9 point d No.7/46/PBI/2005. But according to the

<sup>18</sup> HA. interview (15<sup>th</sup> of November, 2014)

<sup>19</sup> Saeed, *Bank Islam dan bunga*, 139.

<sup>20</sup> Burhanuddin S, *Hukum Kontrak Syariah*, 236.

Hanafi and Maliki scholars, *wakalah* in general is legitimate, because *wakalah* should apply to all actions whose authority is owned by *muwakkil* and all the things that can be represented, such as purchases of property and so on. Then if studied further, that the rules in this regulation or DSN-MUI none financing detailed regulate of *murabahah bil wakalah*, only each from the contract that is separate regulation of *Murabahah*, and a separate regulation of *Wakalah*. *Murabahah* according DSN-MUI No: 04/DSN-MUI/IV/2000 is selling an item confirms the purchase price to the buyer and the buyer paid the price as profit, whereas according to the DSN-MUI *wakalah* NO: 10/DSN-MUI/IV/2000 that the delegation by one party to another in matters that may be represented.

From the explanation above, it can be known that the implementation of *murabahah bil wakalah* financing not accordance to Regulation of Bank Indonesia Article 9 point d No.7/46/PBI/2005. Because indicated as a hybrid contract that not allow in Islam and not suitable with substance of regulation of Bank Indonesia article that mentioned “*wakalah* contract must be made separately from *murabahah* contract”. Although in its implementation the customer or the bank agrees (*antaradhin*) and neither party feels aggrieved both when *wakalah* or selling, this is still break the rules and are not careful. Such sanction for a bank that did not carry out the provisions contained in article 2 to with article 19 Regulation of Bank Indonesia No.7/46/PBI/2005 get Administrative sanctions as referred to in article 52 Regulation number 7 year 1992 about banking as replace with Regulation number 10 year 1998 as follow; a) Reproof instructions (*teguran tertulis*); b) The decreasing level of health (*penurunan tingkat kesehatan*;) or c) Turnover the Office-holders (*penggantian pengurus*)

## Conclusion

After do some a series of activities conducted by researchers, such as research planning, do the research, and analyze the results of the research, it can be concluded as follows: implementation of *Murabahah bil Wakalah* financing in BRI Syariah Unit Genteng Banyuwangi done by Bank fully mandated to customers for the purchase of goods by way of dropping funds in advance and signing *murabahah* and *wakalah* instantly at the beginning of the agreement, Then purchase the goods receipt is submitted to the bank as proof of purchase of an item that has been done by the customer.<sup>21</sup> Based on research that has been researched, that the implementation of *murabahah bil wakalah* financing in BRI Syariah Unit Genteng Banyuwangi not accordance with Regulation of Bank Indonesia article 9 point d, No.7/46/PBI/2005 about The Agreement and the Settlement Fund Raising

For Banks Conducting Business Based on Sharia Principles (*Akad Penghimpunan dan Penyelesaian Dana Bagi Bank yang Melaksanakan Kegiatan Usaha Berdasarkan Prinsip Syariah*) Mentioned that, “The Bank represents to customers (*wakalah*) to purchase goods, then *murabahah* Agreement must be made after the goods in principle belonging to the Bank (*wakalah* finished)”. In next explanation of this regulation is mentioned that *wakalah* contract must be made separately from *murabahah* contract. The following definitions shall apply in principle of goods belonging to a bank in *wakalah* on *murabahah* agreement is the existence of the flow of funds devoted their goods suppliers or proven by purchase receipts. From the explanation above, it can be known that the implementation of *murabahah bil wakalah* financing not accordance to Regulation of Bank Indonesia Article 9 point d No.7/46/PBI/2005. Because indicated as a hybrid contract that not allow in Islam and not suitable with substance of regulation of Bank Indonesia article that mentioned “*wakalah* contract must be made separately from *murabahah* contract”. Although in its implementation the customer or the bank agrees (*antaradhin*) and neither party feels aggrieved both when *wakalah* or selling, this is still break the rules and not careful. But For receipt of goods

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<sup>21</sup>Boby Hendrik A., wawancara (Banyuwangi, 15Desember 2014).  
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purchase that submitted to the bank is legitimate or accordance with Regulation of Bank Indonesia, although researcher assume that bank is not careful and look like do not want to be bothered with some steps which felt to be longer to implement separating about *wakalah* and *murabahah* financing.

### Bibliography

- Andriyanto, Okky. "Pelaksanaan Tugas Dan Fungsi Badan Kepegawaian Daerah Kabupaten Demak Dalam Pelayanan Kenaikan Pangkat Pegawai Negeri Sipil." Engd, Universitas Muria kudas, 2012. <http://eprints.umk.ac.id/664/>.
- Ascarya. *Akad & Produk Bank Syariah*. Jakarta: RajaGrafindo Persada, 2007.
- Burhanuddin S. *Hukum Kontrak Syariah*. Yogyakarta: BPFE-Yogyakarta, 2009.
- Karim, Adiwarmarman A. *Bank Islam: Analisis Fiqh Dan Keuangan*. Jakarta: PT RajaGrafindo Persada, 2006.
- Marzuki, Peter Mahmud. *Penelitian Hukum*. Jakarta: Kencana, 2010.
- Nasution, Bahder Johan. *Metode Penelitian Ilmu Hukum*. Bandung: Mandar Maju, 2008.
- Rachman, Arpan. "Perbankan Syariah Relatif Cepat Tumbuh." Accessed January 14, 2015. <http://economy.okezone.com/read/2013/05/30/457/815261/perbankan-syariah-relatif-cepat-tumbuh>.
- Sabiq, Sayyid. *Fikih Sunnah*. Beirut: Darul Kitab Al-Arabi, 1987.
- Saeed, Abdullah. *Bank Islam dan Bunga: Studi Kritis dan Interpretasi Kontemporer Tentang Riba dan Bunga*. Yogyakarta: Pustaka Pelajar, 2004.
- Syawaludin, Asep. "Analisis Faktor-Faktor Yang Mempengaruhi Pembiayaan Murabahah Ba'i Bitsaman Ajil (Studi Kasus: Bmt Bina Umat Mandiri Di Kota Tegal)." Other, Fakultas Ekonomika dan Bisnis, 2014. <http://eprints.undip.ac.id/43592/>.