

# The Harmonization of Islamic Law and Civil Code in the Murabahah Contract: A Case in Indonesia

Siti Hamidah\* Mohammad Bakri Abdul Rachmad Budiono Bambang Winarno  
Faculty of Law, Brawijaya University, M.T. Haryono 169 Malang (65145), East Java, Indonesia

## Abstract

This research aims to analyze the *murabahah* contract by focusing on the congruence of the principle that should be applied according to the Islamic Law and Civil Code. As a legal research, the approach are using statute approach, conceptual approach, and comparative approach. The legal material is in the form of contract and some laws. From the comparison, there are some similar principles including *al-hurriyah* with the freedom of making a contract, *al-musawah* with the parity principle, *ash-shidq* with the good deed principle. Some principles in Civil Law do not have certain names in Islamic Law, such as *pacta sunt servanda* principle. In contrast, some Islamic contract principles are not in the Civil Law, which is “*Illahiyah*” principle.

**Keywords:** Contract, *Murabahah*, Islamic law, Civil Code

## 1. Background

Besides *akhwalusy syakhsyah* (family law) considered as the special characteristic of structure and civilization of Islam which are applied tangibly in the state courts which use Islamic law, the implementation of *muamalah* law grows significantly with the existence of Islamic finance institution, especially banking. It it same as what happens in Indonesia, the aspect of Islamic banking gets strong juridicial base with Consitution number 21 year 2008 about Islamic banking.

Basically, Islamic bank and conventional bank have similarities on its functions as *intermediary institution*. The main difference is on the bank operational concept. Islamic bank is operated by following the Islamic law based on Al Qur’an and hadits which manage about the ways to trade, one of them is the law of forbidding the use of interest which is categorized as the usury.

The contract for Islamic banking in Indonesia is obliged to two systems: Civil Code and Islamic Law. Different from conventional bank which is based on the credit contract in the concept of funding and lending set by Civil Law, so the funding contract of Islamic bank has some contracts based on its concepts.

The contract, according to Islamic Law, is the main concern on trade transaction. The contract is implemented in form of *ijab qabul* to show the voluntary, reciprocity, and agreement of the contract content and the obligations which should be fulfilled, based on Allah’s stipulation which means “*O ye who believe! Fulfil your indentures.*” (Al Qur’an, Al Maidah: 1). It is also based on Article 1338 of Civil Law. A contract is the constituion for the parties. Therefore, all contract is made legally. The parties should be obedient and those who break the law and the requirement will get punishment as set in the lawbreaking toward the constitution. However, the similarities above do not mean that all aspects has been harmonious because basically every law system absolutely has a principle which becomes the base or the foundation of the law Principle is as the beginning, the foundation, and the base point. The legal deposition is the element which reveals the strength and the weakness of the cause of action, the severity and the amnesty of lawlessness, the law defense, and the confirmity with the society’s willingness.

Therefore, the harmonization of two law systems for Islamic banking in Indonesia is considered as a need started from the principle harmonization as the base of Islamic bank law norms in Indonesia. Because the law principle is the broadest base of law norms inception, thus every law norms will return to the aforementioned principle. Law principle is a reason or “*ratio legia*” of a norm. Even though law principle is not a norm, but no law that can be understood without understanding the law principle in it.

From some Islamic banking funding types, purchase and sale funding by way of *murabahah* contract has a significant increase. The profit of this funding is place at the first rank compared to other fundings. This domination is caused by some factors: easy use, predictable income, the bank cannot interefere to the customer’s business management (Wirosa, 2005), it can fulfill the customer’s demand (Hamidi, 2003), and it leads the offer level for the better monetary stability.

However, *murabahah* funding gets Islamic scientist’s critiques because it is considered it still keeps the practice of interest imposition and avoids the risks. Thus, *murabahah* practice nowadays does not fulfill the requirements of *murabahah* and no difference with the interest system in the conventional bank (Sjahdeini, 1999). The research conducted by Azhar shows that the pillar of *murabahah* purchase and sell as set in the Advise of the National Islamic Senate of Indonesia Muslim Scholar Council is not applied yet by several Islamic banks. It is also relate to the down payment (*urbun*), the fine, the discount from supplier, the discount of the fast acquittance, the forbidden trade (*ba’iataini fi bai’atin*) (Azhar, 2005). That is why Budi Utomo, the member of the National Islamic Senate of Indonesia Muslim Scholar Council, assumes that there some practices of Islamic

bank which are not based on Islam preaching, for example the counting of *murabahah* margin as the conversion result of the conventional bank interest, the imposition of fines, and others (Qardhawi, 2002). In the perspective of contract law based on Civil Code, those things are not forbidden.

The funding cost of *murabahah* which is expensive requires the Islamic banks to be more selective in implementing the circumspection principle as in line with the Islamic Banking law provision. For efficiency, the Islamic bank should prepare a standardized contract such as credit contract in the conventional bank. In preparing a standardized contract, the Islamic bank should provide a right clause, harmonize two systems of contract law to accommodate the parties' concerns.

From the explanation of the background, therefore this research will analyze the harmonization of contract law based on Islamic law and Civil Code including principle harmonization, pillar, and contract requirement.

## 2. Research Method

This research is a legal research by using statute approach, conceptual approach, and comparative approach. The legal material is in the form of contract and some laws. The investigation of legal material is analyzed by using interpretation method.

## 3. Findings and Discussion

### 3.1. The Harmonization of Islamic Law and Civil Code Principles

By comparing the law related to what is seen and what is applied in Indonesia, this in its main points, there appears the main differences from the same aspects (Ali, 2007). In comparing the law, Koesnoe analyzed it from 11 (eleven) aspects: condition, form, purpose, identity source, content source, binding source, structure, problem scope, job description, right and obligation, and norm.

The law principle in Islamic law and Civil Code has similarities and differences. It can be denied because both are the different law systems. However, both has meeting point that can be used as the first link. This link can be improved to determine the contract content.

Article 29 paragraph (1) and (2) of Indonesia's Constitution affirms that the country is based on the belief in the one and only God. Moreover, Indonesians are guaranteed to believe in and worship their own religions. From this article, Marjono explains that the meaning of "worship" in Islam covers *'ubudiyah/mahdoh* and *muamalah*. The rule of *muamalah* worshipping is "*mubah*", or it is allowed. Every moslem is free to do what they want as long as it does not contradict with Al-Qur'an and as-Sunnah, including the contract law. This becomes the meeting point of contract law according to Civil Code (Mardjono, 2000).

The contract law in Civil Code adopts open system in which the parties are free to have a contract to everyone, determine the terms, implementation, form, and choose the contract in Civil Code or out of Civil Code. This open system has a similarity with "*mubah*" system. This becomes the base of development of contract forms which conform on two systems. Thus, contract principle in Civil Code will be conformed with Islamic Law and each is restricted to not contradict one another.

Freedom principle (*Al-Hurriyah*) has similarities with the contracting freedom principle in Article 1338 Civil Code. These two principles give a chance to every individual to make a contract based on willingness and concern that want to be completed. However, this freedom still has a limitation. Islamic law gives a limitation "something is allowed until there is a law which shows that thing is forbidden", based on hadits of Al-Bazar and At-Tabrani "*Everything that has been permitted by Allah is halal and everthing that has been prohibited by Allah is haram and everything which is kept silent is forgiven. Thus, accept it with Allah's forgiveness. Allah really never forgets anything*" (Musbikin in Dewi, 2005). Civil Code has a limitation based on Constitution, decency, public orderliness, i.e the "halal/permitted" requirement. "*Halal*" is strongly related to the contract terms. Both Islamic law and Civic Code require contract object should be certain permitted things with the permitted cause. Even though the limitation of "*halal*" of every law systems is interpreted differently.

The equality principle (*Al-Musawah*) in Islamic Law is similar to the balance principle in Civil Code. *Al-Musawah* principle is from Allah's Saying in Surat An-Nahl Verse 71, "*And Allah hath favoured some of you above others in provision*". The verse shows the strength and the weakness of every human being who should complete one another. Thus, human being has a same chance to make a contract with the same position. It is same as the balance principle based on Civil Code. Creditor has a right to ask for achievement which has been agreed, while debitur has an obligation to perform an achievement.

The willingness principle in Islamic Law has a similarity with the moral principle in Civil Code. Surah An Nisa Verse 29 states that every transaction should be based on the agreement of two parties, no burden, no force, no fraud, and *mis statement*. It is in line with Article 1339 of Civil Code. The one who does something sincerely (moral), in this case in making a contract, then he has an obligation to continue and to complete what he does.

Honesty and Truth principles (*Ash-Shidq*) in Islamic Law is similar to the good intention in Civil Code.

These two principles require good intentions from the bonding parties in the contract based on honesty and truth. As an urgent thing, honesty and truth as the implementation of good intention cannot be separated from every aspects of life. If it is not applied, it can lead to the legality breakdown. Besides, if there is no honesty and truth as the good intention implementation, it can cause a conflict between the parties.

There is a principle in Civil Code which does not conform with one of special principles in Islamic law, but it has a same nature. "The legal contract is the Constitution for its maker". This principle states that if it has fulfilled the legal requirements of a contract, then the contracts binds the parties as the Constitution affirms. *Pacta Sunt Servanda* principle is also reflected in Article 1338 verse (1) of Civil Code. This principle is the general principle which is not only set in Civil Code. Every contract, including international agreement, also uses this principle in its making.

According to Islamic law, obeying every principle which has been agreed is obligatory as stated in Al Qur'an on Surah Al Maidah Verse 1 which means, "*O ye who believe! Fulfil your indentures. The beast of cattle is made lawful unto you (for food) except that which is announced unto you (herein), game being unlawful when ye are on the pilgrimage. Lo! Allah ordaineth that which pleaseth Him.*".

Other principles in Civil Code have conformities with the Islamic Law based on the meaning stated previously. Consensualism principle, for instance. It has a meaning that a contract is legal and bonding if it is agreed and fulfills the legal requirement of a contract (Sukarmi, 2008). This principle is stated in Article 1320 of Civil Code. Article 1338 of Civil Code uses "all" terms to shows that everyone is given a chance to state the willingness which is considered good for making a contract.

The next principle is Trust (*Vertrouwensbeginnel*). Trust underlies two bonding parties to fulfill their achievements. This principle is extremely needed in banking especially in fund distribution. The Binding Strength principle, set in Article 1339 of Civil Code which states that a contract not only binds for things explained clearly in it, but also for everthing which is referred to the nature of the agreement, decency, habit or constitution. It is also for Decency principle which is related to the things explained clearly in it. The provision is stated in Article 1339 of Civil Code. A contract not only binds for things explained clearly in it, but also for everthing which is referred to the nature of the agreement, decency, habit or constitution.

In contrast, there are some principles in Islamic Law which do not have complete conformity with one of the principles in Civil Code. However, basically, it has same nature. Fairness principle is portrayed in Al-Quran Surah Al-Hadid, "*We verily sent Our messengers with clear proofs, and revealed with them the Scripture and the Balance, that mankind may observe right measure; and He revealed iron, wherein is mighty power and (many) uses for mankind, and that Allah may know him who helpeth Him and His messengers, though unseen. Lo! Allah is Strong, Almighty.*" As one of the God's natures, fair in behaving is also required for Moslem's life in doing everything including in making a contract. According to Menurut Yusuf Qardhawi, fairness is the balance among individual potency, both moral and material, between individual and society, and between one society with other society based on Islamic rules (Qardhawi, 1997).

The parties are demanded to do right in expressing the their willingness, fulfilling the agreement they have made, and fulfilling their obligations (Dewi, 2005). The fraudulent and unfair parties get threat from Allah in Al-Quran Surah Al-Muthaffifiin verse 1-6, "Woe unto the defrauders: those who when they take the measure from mankind demand it full, but if they measure unto them or weight for them, they cause them loss. Do such (men) not consider that they will be raised again unto an Awful Day, the day when (all) mankind stand before the Lord of the Worlds?"

Even though Civil Code does not have Fairness principle, but basically the fairness principle has a conformity with the balance principle in Civil Code which positions the creditor who has a right to ask for achievement and the debtor which has an obligation to make an achievement.

Islamic Law and Civil Code also have different principles. It cannot be denied that both are from different law sources. Islamic Law concerns on the divinity which cannot be separated from every human behavior. Since the Civil Code is the Dutch heritage, thus, like Western law, it separates the relation between God and human; and human and human. Eventhough it is investigated further, the principles of western law firstly also does not separate the vertical and tracedental relation.

Islamic contract law has the principle of Illahiah which is not in Civil Code. This principle is the implementation of the Moslems' belief in Allah's power. Al Quran Surah Al-Hadid verse 57 Allah states "He knoweth all that entereth the earth and all that emergeth therefrom". Actually, *Pacta Sunt Servanda* principle has Illahiah principle. In its history, *Pacta Sunt Servanda* principle is known in Church law. The contract exists if the agreement is made which is strengthened by vow. It means that every contract which is made is a sacred thing bond by religious element. In its growth, *pacta sunt Servanda* is given a meaning "pactum", which means agree, no need to be strengthened by vow and other formality action. While, *nudus pactum* has been enough with agreement only (Salim, 2004).

In Islam, this principle is the main and the basic principle. All human actions is not separated from unity of God values. This makes individual's responsibility in running his right and obligation to Allah, to the

party in the contract, to the society, and to himself. By ilahiah principle, the awareness that every action will get reward and punishment from Allah. Human behaves well is not only for his betterment, but also for others. An interesting thing in the modern society likely can explain it, which is: “altruism”.

Gordon defines “*altruism*” as a behavior which is good for other parties. The important characteristic of modern society. Djakfar who names it “*moral altruisme*” or it can be equalized with the good behavior (Djakfar, 2007). Jensen inserts *altruism* to the category of non-personal concern behavior. Personal concern is that the person only cares for himself and ignores others (Jensen, 1994).

Islamic law determines that a contract should be written. This principle is known as nama *Al-Kitabah*. The contract is supposed to be done in written form which is seen by some witnesses. For the contract in form of credit, it is supposed to be done by adding a warrant in form of things. Written contract, witnesses, and guaranteed things become the evidence of a contract. The Civil Code does not oblige all contract should be written. Article 1320 of Civil Code determines, “agree” is the main requirement of the legal contract, so it is called concensualism principle. The Civil Code frees all forms of contract, oral or writter, except for certain contract types.

### 3.2. The Harmonization of Pillars and Requirements of Contract between Islamic Law and Civil Code

There are some aspects to analyzethe comparison of contract according to Civil Code and Islamic Law. Susanti in her thesis explains the contract differences of Islamic Law and Civil Code from philosophical aspect, substance, the forming process and the legality of a contract (Susanti, 2006).

The requirements of legal contract in Civil Cide can be found in the provision of Article 1320 which requires 4 things: the agreement of those who bind themselves; the proficiency to make a binding; a certain main problem; a permitted cause. The four elements in the growing doctrine of law science, the first two are categorized as the objective requirements and the other two are the subjective requirements (Miljadi and Widjaja, 2004).

Civil Code does not mention that there is a pillar that should be fulfilled in making a contract. Pillar and requirement in Islamic contract law is the determiner of contract legality. “Pillar”, based on terminology, means that something that must be fulfilled to make a work legal. “Requirement” is everything that needs or must be exist as the demand that must be fulfilled (NN, 1995). The differences between pillar and requirement according to *fiqh* scholars are: pillar is something which depends on the law existence and it includes the law itself, while requirement is something which depends on law existence but it is out of the law itself (Dahlan, 1996).

Mazhab Hanafi states that the pillar of contract is only the consent (*sighat al-‘aqd*), and requirement is the subject of the contract (*al-‘aqidain*) and the object of the contract (*mahallul ‘aqd*). The subject and the object of the contract are considered as the contract requirements because both are not the parts of contract law making (*tasharruf aqad*) (Mas’adi, 2002). However, the sects of Syafi’i, Imam Ghazali, and Maliki including Syihab al-Kharaki have different opinions. They assume that subject and object of the contract are included the contract pillars because it is one of the pillar of contract’s establishment (Mas’adi, 2002). Theologian argues that the contract pillar is the subject, the consent. Beside those three pillars, Musthafa az-Zarqa adds “contract purpose” (*maudhu’ul ‘aqd*). He mentioned those four pillars as the elements of the contract establishment (*muqawimat ‘aqd*) (Mas’adi, 2002). According to M. Hasbi Ash-Shiddiqy, those four things are the components that should be fulfilled in making a principle (Ash-Shiddieqy, 1997).

The contract subject can be in form of person or law institution. This becomes the base of Islamic banking related to the law institution as the customer. The law institution can be in form of state, autonomous region, social community, company, or foundation (Prodjodikoro, 1981). In Islam, the law institution indeed are not set specially. But, there are several hadits showing the law institution which uses *al-syirkah* term, as mentioned in Al Quran Surah An-Nisa verse 12; Al Quran Surah Shaad verse 24, and Hadits of Qudsi (Dewi, 2005).

The main thing which gets attention related to the requirement of legal contract is regarding to the objective element. The objective element of legal contract can be found in Article 1332-1334 of Civil Code about the must of having “a certain thing” in the contract; Article 1335-1337 of Civil Code about the obligation of having “a permitted cause: in every contract made by the parties (Prodjodikoro, 1981). The certain things in a contract is meant by Civil Code that all contract types involve the existence of certain things. The things’s types have been determined as mentioned in Article 1333 of Civil Code. The things’ requirements which have been determined are applied in every contract without any exception, which is the contract to give something or the contract to do something or not to do something.

“A permitted cause” in Article 1335 of Civil Code means: not without a cause, not a fake cause, and not a forbidden cause. A cause can be stated as forbidden if it is prohibited by the constitution or it contradicts with decency and public orderliness (Article 1337 of Civil Code). The clearance of the forbidden cause is not given. “The object of contract” (*Mahallul ‘Aqd*), in Islam, can be in form of tangible objects or intangible objects. The requirements that have to be fulfilled in the contract object is: it has existed when the contract is being

applied; it does not break the Islamic rules; it is clear; and it can be accepted (Prodjodikoro, 1981).

“The purpose of contract” (*Maudhu’ul ‘Aqd*) in Islamic Law has been determined by Allah in Al Quran and Prophet Muhammad in Hadits. According to the fiqh scholars, the purpose of contract can be done if it is in line with the rules. If it is not in line, then it is illegal (Djamil, 2000). The requirements of the contract to be considered as legal and has a law cause are: it is not an existing obligation, it should last until the principle ends, and it should be in line with the Islamic rules (Bashir, 2000).

The consent (*Sighat al- ‘Aqd*) from Civil Code perspective is the consensual principle implementation. It is the expression of the parties who make the contract. It can be done by oral form, written form, cue, and action (Bashir, 2000). By oral form, it can express the willingness in saying form clearly. The writing is the consent that can be used as the evidence and the responsibility in a contract.

### 3.3. The Harmonization of Islamic Law and Civil Code in *Murabahah* Funding Principle

*Murabahah* is a contract by using trade concept. The provision of it is set in Civil Code in the third book in the fifth chapter with 84 in total, Article 1457-1540. Trade in Islam has several definitions. Hanafi Moslem Scholars define it as the equal wanted transaction by certain ways which are beneficial or exchange the wealth with wealth through certain ways (Hasan, 2003).

Trade is the way to help one another in Islam. Helping one another in goodness is the obligation for every Moslems. The order of trade is explained in Surah Al Baqarah verse 275 “...whereas Allah permitteth trading and forbiddeth usury.” The hadits narrated by Al Barzaar and Al Hakimalso mentioned that it is a good profession. Besides, there are still several Al Quran verses and Hadist which become the order of trade (Hasan, 2003).

The Fiqh scholars conclude that trade is *mubah* (Hasan, 2003). However, it can be obligatory or *haram* (prohibited). Trade has pillars and requirements. According to Moslem Scholars, the pillars of trade are the ones who make a contract (seller and buyer); *Sighat* (enouncing the consent); there is a thing to be bought; and there is an exchange rate of substituted thing. The requirement of trade follow the its pillars. For instance, the requirements of someone makes a contract are rational, etc. (Hasan, 2003). The pillars and the requirements should be fulfilled by the seller and the buyer. If it has been fulfilled, the seller and the buyer are obliged to obey it because it has been legalized. Therefore, purchase and sale cannot be canceled unilaterally except it is found a mistake in it or it has been agreed previously.

As explained in background, the best practice of *murabahah* funding as a dominant product of Islamic banking is by doing it in a standardized agreement. *Murabahah* is a form of trade of a thing with the price is equal to the main cost plus the mark up which is agreed with the funding (Sumitro, 2006). As the main guidance to realize the harmonization of two law systems which have to be obeyed on *murabahah* agreement, then there some aspects that should be paid attention.

This contract, principally, is based on two main elements: purchase price and the cost and the agreement on mark-up (Sumitro, 2006). The bank can buy or give an authority to the customer to buy the thing needed by the customer on behalf of the bank. At the same time, the bank sells the products to the customer which the price is equal to the main price plus mark up which has been agreed to be paid by the customer as the contract which has been made by the customer and the bank (Sumitro, 2006).

Based on contract clause, the substance of written *murabahah* contract can be categorized into some clauses. These are the important clause categories related to the harmonization of two law systems.

1. The identity of the parties, both bank and customer’s identity. This clause should fulfill the Civil Code provisions and Islamic Law, which is: the agreement of the parties which make a contract is as the implementation of consensuality principle. The agreement is not only in form of written. Based on Islamic Law, every agreement that is made should guarantee the existence of legal security.

The prowess is the requirement of legal contract. The prowess in action is connected with the action authority based on law. It is related to the maturity of those who make a lawful act and someone’s capacity who acts lawfully. Based on Islamic Law, then the subject of trade should fulfill the requirements, such as: the prowess (*Ahliyah*), which is the prowess having a right and getting an obligation, and act lawfully, and *Wilayah* (authority), is the law power in which the owner can make a contract and be responsible for the law cause.

2. The Purpose of Funding. In line with its purpose, then it should obey the Islamic provision. If the purpose of funding is not in line, then it is illegal (Djamil, 2001). The requirement of *murabahah* agreement should fulfill the Islamic provision and Civil Code, such as: objective element in Article 1320, Article 1332-1334 of Civil Code, Article 1335- 1337 of Civil Code regarding the obligation of legal cause. The Civil Code does not give define the meaning of the permitted “cause”. If it is combined with the Islamic Law, it will make it easier, because Islam strictly determines it. The requirements that should be fulfilled related to the object target of purchase and sale are: sacred; it has benefits and it is beneficial for society; the object is in the seller’s place, it is owned by a man; can be given, etc.. The main point is “the object which is purchased and sold is not being prohibited by Islamic provision”.

3. Condition Precedent Clause, contains some things that should be fulfilled previously by the customer. In *murabahah* agreement, the example is about the Down Payment. The Islamic advise about down payment in *murabahah* is determined by National Islamic Council (DSN).
4. Negative Covenant Clause, contains every thing which is prohibited during the agreement. There is also a prohibition attached, which is suspend the payment intentionally. The National Islamic Council sets fine and its exception.
5. The Clause of the Action that Cannot be Taken by Bank in order to Control, Secure, and Save the Funding. Indonesia Moslem Scholars Council publish some Islamic advises for this case, such as: 1).The advice about solving the *murabahah* credit for the customer who cannot pay. This advise gives a guidance toward the action that can be done for that problem; 2).The advice about the permission of rescheduling the rest of the *murabahah* bill; 3).The advice about the credit conversion for the customer of *murabahah* funding who has a prospect but he does not fulfill his obligation.

From the things above, it clearly shows the principles of Islamic Law Agreement. Ilahiah principle is revealed on the obedience based on Islamic rules which can be accounted morally. The right and the obligation of the parties show equality and justice.

#### 4. Closing

From the comparison above, the pillars and the requirements between Islamic Law and Civil Code, then it is obtained the differences and the similarities as the foundation of harmonization. There are some principles which have similarities, such as freedom (*al-hurriyah*) with contracting freedom, equality (*al-musawah*) with balance, willingness with morality, and honesty and truth (*ash-shidq*) with good intention. Besides some principles which have similarities, there are some principles in Civil Code which do not have special terms in Islamic Law, such as: *pacta sunt servanda*, consentualism in contracting, trust, binding strength, and legal security. However, those principles can be accepted because it is in line with verse 1 Surah Al Maidah, and Surah Al Isra' verse 34.

Besides the principles which have similarities, there are also some principles in Islamic Law which are not known in Civil Code, that is *Illahiyah* principle. While *kitabah* principle which is extremely recommended in Islam in Civil Code is a choice for the parties to determine the agreement forms.

On the pillars and the requirements of the trade, the main difference is on the *halal* category according to Islamic Law and Civil Code. The Civil Code does not define the *halal* (permitted) "cause" as mentioned in Article 1320. In the Article 1335 of Civil Code, it is explained that the definitions of the *halal* cause are not without a cause, not a fake cause, and not a forbidden cause. A cause can be stated prohibited if it is prohibited by constitution or the cause is contradicting with the good decency or public orderliness (1337 of Civil Code). The explanation of the prohibited cause is not stated by Civil Code. In this case, if it is combined with the Islamic Law provisions, then it will make the parties easier in making *murabahah* contract, because Islam has been strict to determine the prohibited things.

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