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## PEACE ACTS AS AN ALTERNATIVE FOR SHARIA FINANCING DISPUTE SETTLEMENT: A CASE STUDY OF THE MAGETAN RELIGIOUS COURT DECISION No. 57/Pdt.GS/2025/PA.Mgt

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### Abstract

Borrowing money through Islamic financial institutions has become a necessity for society. However, Islamic financing practices remain vulnerable to credit risks, including arrears and bad debts. Such cases require effective solutions that protect both the bank and the customer. One practical and legally binding option is a court-approved settlement agreement. The choice of a settlement agreement in this study is based on the consideration that litigation is often time-consuming, costly, and causes tension between parties. In contrast, a settlement agreement offers a faster and more efficient process, while providing legal certainty equivalent to that of a court ruling. It also reflects the Islamic principle of ishlah (peace), which upholds deliberation and justice without neglecting legal certainty. This study aims to analyze the role of settlement agreements in resolving problematic Islamic financing disputes, with a case study of the Magetan Religious Court Decision No. 57/Pdt.GS/2025/PA.Mgt. The research uses a normative juridical method with a case approach through literature review, decision documentation, and references to procedural civil and Islamic economic law. The results show that the dispute between PT. BPRS (Perseroda) and the customer were resolved through a peace agreement involving payment of arrears and one-year financing restructuring, confirmed by the judge as a valid settlement. The study concludes that a settlement agreement is an effective, quick, and just dispute resolution instrument aligned with the principles of deliberation and justice in Islamic law.

**Keywords:** Settlement agreement, Islamic economic dispute, Problematic financing, Islamic law, Dispute resolution

### A. INTRODUCTION

Islamic banking in Indonesia plays a crucial role in supporting national economic development by providing financing

products that comply with Sharia principles. One such Sharia financial institution that makes a significant contribution is the Sharia Rural Financing Bank (BPRS),

which focuses on financing the micro, small, and medium enterprises (MSMEs) sector to stimulate economic growth among lower-income communities. Through a profit-and-loss sharing system, BPRS not only performs a financial intermediary function but also acts as a socio-economic institution aimed at creating justice and social welfare.

However, Sharia financing activities are not without the risk of problematic financing, such as arrears and non-performing loans, which can arise from the debtor's inability to fulfill its obligations as agreed. According to data from the Financial Services Authority (OJK), the Non-Performing Financing (NPF) ratio of Islamic rural banks (BPRS) as of December 2023 was recorded at 7.35%, an increase from 6.98% in 2022.<sup>1</sup> This increase indicates that the risk of problematic financing in Islamic financial institutions remains a serious issue that requires attention, as it has a direct impact on the stability of financial institutions and public trust in the Islamic economic system.

In the practice of resolving problematic financing disputes, Islamic financial institutions generally pursue two paths: litigation and non-litigation. The litigation path through religious courts is regulated in Article 49 (i) of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts, which grants religious courts the authority to examine, decide, and resolve cases in the Islamic economic sector. Meanwhile, non-litigation paths can be pursued through mediation, Islamic arbitration, or deliberation by consensus between the disputing parties.

Despite the availability of various settlement mechanisms, research and the 2023 annual report of the Religious Courts Agency (Badilag) indicate that the effectiveness of methods such as mediation and Sharia arbitration remains relatively low. The success rate of mediation in Sharia economic cases is only around 7–9%, indicating that most disputes still end up in court.<sup>2</sup> One of the reasons for this low effectiveness is the lack of commitment from the parties, minimal understanding of the mediation mechanism, and the absence of a guarantee of permanent legal force for the results of agreements outside the court.

In this context, the peace deed has a strategic position. The peace deed is the result of an agreement between the parties that is ratified by a judge through a court decision, so it has permanent legal force (inkracht van gewijsde) without the possibility of filing ordinary legal remedies. The existence of a peace deed not only provides legal certainty and guarantees the implementation of the results of the peace, but also reflects the spirit of deliberation and justice that are in line with the values of Islamic law, especially the principle of ishlah (peace).

This is reflected in the Magetan Religious Court Decision Number 57/Pdt.GS/2025/PA.Mgt, which handled a financing dispute between PT. BPRS (Perseroda) as the plaintiff and a customer as the defendant. The dispute began with the arrears of financing installments amounting to Rp14,300,000, which were not paid according to the agreed schedule. After going through the trial process, the panel of judges succeeded in facilitating a settlement between the two parties. The agreement

<sup>1</sup> Financial Services Authority, Sharia Banking Statistics 2023, Jakarta: OJK, 2024.

<sup>2</sup> Religious Courts of the Supreme Court of the Republic of Indonesia, Religious Courts Annual Report 2023: Achievements and Innovations of the

included gradual payment of arrears and financing restructuring for one year, which was then strengthened by a peace deed. Thus, both parties are legally bound to implement the contents of the agreement and pay court costs jointly and severally.

Based on these realities, this study aims to analyze the role and position of peace agreements in resolving Islamic financing disputes, particularly in cases at the Magetan Religious Court. This study also seeks to assess the effectiveness of peace agreements compared to other less-than-optimal settlement methods in achieving dispute resolution that aligns with the principles of justice (al-'adl), benefit (al-maslahah), and legal certainty (al-yaqin) in both Islamic and national law.

Academically, this research is expected to contribute to the development of Islamic economic law literature in Indonesia by confirming that peace agreements can be an effective, efficient, and equitable model for dispute resolution. Practically<sup>3</sup> The results are expected to serve as a reference for Islamic financial institutions, judges, and legal practitioners in selecting dispute resolution mechanisms that not only provide legal certainty but also maintain social harmony and public trust in the Islamic financial system.

## B. RESEARCH METHOD

This research uses a qualitative method with a normative juridical approach and a case study. This approach was chosen because the research focuses on the analysis of positive legal norms and their application in religious court practice through a study of the Magetan Religious Court Decision Number 57/Pdt.GS/2025/PA.Mgt. This

case was chosen because it has unique empirical and juridical significance, namely demonstrating the application of a peace deed as an alternative for resolving Islamic financing disputes that is effective, fast, and in line with the principles of Islamic justice. This is important because most other Islamic financing disputes are generally resolved through ordinary decisions or the execution of guarantees, rather than through peace agreements that have permanent legal force from the court.

The type of data used in this study is secondary data consisting of primary, secondary, and tertiary legal materials. Primary legal materials include provisions of laws and regulations such as Article 130 of the Indonesian Law (HIR), Article 1851 of the Civil Code (KUHPerdata), Law Number 21 of 2008 concerning Islamic Banking, and Law Number 48 of 2009 concerning Judicial Power. Secondary legal materials include literature in the form of books, national and international journals, and previous research relevant to civil procedural law, Islamic economic law, and Islamic banking dispute resolution. Tertiary legal materials in the form of legal dictionaries and encyclopedias are used to clarify the legal terms and concepts used in the analysis.

The data collection technique was carried out through library research by examining legal documents, court decisions, and scientific references related to the research topic, which was then supplemented with document analysis of the rulings, chronology, and legal considerations in the decisions that were the object of the study.

<sup>3</sup> Warsidi, Sami Ullah Khan, Suhartono, 2025, Implementasi Maqāṣid Al-Syarī‘ah dalam Pertimbangan Hakim pada Sengketa Ekonomi

Data analysis was conducted using descriptive qualitative methods through several stages: identification of relevant legal norms, interpretation of articles of laws and regulations, and in-depth analysis of the judge's legal considerations in ratifying the settlement agreement. The final stage involved a normative synthesis by linking the analysis results to the principles of justice, utility, and legal certainty in Islamic law and Indonesian positive law.

To ensure data validity and accurate legal interpretation, this study employed source triangulation techniques by comparing the analysis of primary legal documents, secondary literature, and relevant theories to ensure consistency between legal norms and judicial practice. Through this approach, the study is expected to provide a deeper understanding of the role and position of peace agreements as an effective, efficient, and equitable instrument for resolving Islamic financing disputes, as well as contribute to the development of Islamic economic law theory and practice in Indonesia.

## C. RESULTS AND DISCUSSION

### 1. Legal Substance of the Case

Magetan Religious Court Decision No. 57/Pdt.GS/2025/PA.Mgt is a problematic financing dispute case filed by PT. Bank Pembangunan Rakyat Syariah (BPRS) Perseroda as plaintiff against a customer as defendant. This dispute began with arrears in sharia financing installments amounting to Rp14,300,000, which were not paid by the customer according to the contract schedule. As a result of this delay, the bank suffered financial losses and reputational risks because non-performing financing can disrupt the

liquidity and operational stability of Sharia financial institutions.<sup>4</sup>

From a civil law perspective, the customer's actions constitute breach of contract, meaning the failure to fulfill an agreed obligation, either through failure to perform at all, late performance, or performance not in accordance with the terms of the agreement. Under Article 1238 of the Civil Code, a debtor is considered negligent if it has been declared in default through a warning letter or similar document. Therefore, the BPRS, as the creditor, has the legal right to demand fulfillment of the contractual obligations or to resolve disputes based on breach of contract.

In accordance with Article 55 paragraph (1) of Law Number 21 of 2008 concerning Islamic Banking, the resolution of disputes regarding Islamic banking activities falls under the authority of the Religious Court. Therefore, BPRS filed a lawsuit with the Magetan Religious Court in the form of a small claim, considering that the value of the dispute is below IDR 500 million and the object of the dispute is Islamic financing. In this context, the judge not only plays a role as an enforcer of positive law, but also as a guardian of the principle of substantive justice rooted in *maqāṣid al-syarī'ah*, namely, guaranteeing justice, benefit, and certainty for the parties who enter into contracts according to Islamic law.

During the examination process, the panel of judges carries out the mandate of Article 130 of the HIR, which requires them to first seek reconciliation before examining the main case. This stage is carried out through mediation in accordance with

PERMA Number 1 of 2016 concerning Mediation Procedures in Court, which aims to expedite case resolution and reduce the burden on the court.<sup>4</sup> This approach demonstrates that judges do not merely seek formal truth, but also strive to realize restorative justice by reconciling the interests of both parties to create mutual benefit.

In this case, the judge has applied the principle of *islah* (peace), which is highly emphasized in Islamic law as stated by Allah in the Qur'an. Al-Hujurat [49]:10.

Through a mediation process facilitated by a judge, the parties finally agreed to settle the dispute through a settlement (*dading*). The agreement included the defendant's acknowledgement of arrears of Rp14,300,000, a one-year restructuring of the financing period, and a commitment not to sue each other again as long as the terms of the settlement were properly implemented.<sup>5</sup> The court costs of Rp240,000 were jointly and severally covered. This decision demonstrates a paradigm shift from adversarial litigation to collaborative settlement in religious court practice.

The panel of judges then ratified the agreement as a settlement deed. With this ratification, the case was declared settled and legally binding (*inkracht van gewijsde*) from the moment it was pronounced. Because it is final and binding, the settlement deed cannot be appealed or

cassated unless elements of fraud or coercion are found.<sup>6</sup> From the perspective of Sharia justice, the judge's action can be deemed to have fulfilled the principles of justice and equality, as the final decision was reached through voluntary agreement, not coercion. Critically, however, there is still a need to strengthen legal certainty after the peace agreement, particularly when one party reneges on the terms of the agreement.

Comparatively, the settlement deed mechanism holds a strategic position between settlement through sharia arbitration and non-litigation mediation. A settlement deed has the same enforceable power as a court decision, unlike non-litigation mediation, which is merely contractual and must be resubmitted to obtain permanent legal force. Meanwhile, sharia arbitration, such as that conducted by the National Sharia Arbitration Board (BASYARNAS), emphasizes contract-based dispute resolution with a final and binding decision, but is often inefficient in small-value cases like this one. In the context of religious courts, the use of a settlement deed demonstrates the integration of positive legal values and sharia principles, as is also found in dispute resolution practices in Malaysia and other Muslim countries that prioritize sharia mediation as a means of substantive justice.<sup>7</sup>

## 2. Normative Study of Peace Deeds in Civil Procedure Law

<sup>5</sup> M. Nurul Irfan, "Resolution of Sharia Economic Disputes through Peace Deeds in Religious Courts," *Journal of Law and Justice*, Vol. 8, No. 2 (2023), p. 215

<sup>6</sup> M. Yahya Harahap, *Civil Procedure Law: Concerning Lawsuits, Trials, Confiscation, Evidence and Court Decisions* (Jakarta: Sinar Grafika, 2020), p. 942.

<sup>7</sup> Warsidi, Isma Swadaja, 2024, Implementation of Sharia System in Sharia-Certified Hospitals, *JIEI : Jurnal Ilmiah Ekonomi Islam*, Vol 10 no 3 2024 E\_ISSN : 2579-6534 <https://jurnal.stie-aas.ac.id/index.php/jei/article/view/14713>

Normatively, a peace deed (dading) is a form of peace agreement between parties in a court case and is strengthened by a judge's decision, thus obtaining permanent legal force (inkracht van gewijsde). This instrument is essentially a form of integration between private and public law, because it arises from a voluntary agreement between the parties, but obtains legal legitimacy from the judicial institution. The legal basis is stated in Articles 1851–1858 of the Civil Code (KUHPPerdata), which emphasizes that a peace agreement approved by a judge has the same legal force as a court decision. This provision serves as a foundation for judicial institutions, including Religious Courts, to pursue a consensus-based dispute resolution path without neglecting formal legal certainty.<sup>8</sup>

According to these provisions, if the parties succeed in reaching a peace agreement, the judge is obliged to record it in the minutes and ratify it as a peace decision (akte van dading). This decision has dual characteristics: on the one hand, it is the result of negotiations (consensus ad idem) between the disputing parties; on the other hand, it has executory force because it is ratified by the judge.<sup>9</sup> Yahya Harahap explained that a peace deed has greater legal force than a regular civil agreement because it

encompasses not only private aspects but also public power due to the intervention of judicial institutions. Thus, a peace deed is a concrete implementation of the principle of substantive justice within the Indonesian legal system, whereby a voluntary agreement can become a source of law recognized by the state, provided it does not conflict with law, morality, or public order.<sup>10</sup>

From the perspective of modern legal theory, a peace agreement reflects the principle that every legally concluded agreement binds the parties like a law. However, judicial ratification provides an additional layer of legal certainty and legal protection for the parties.<sup>11</sup> In addition, the implementation of the peace deed also reflects the principle of restorative justice, which places more emphasis on restoring social relations, moral responsibility, and balancing interests between the parties, rather than a punitive orientation.

In the context of Islamic law, these values are in line with the principle of ash-shulh (peace), which emphasizes the resolution of conflict through ishlah (reconciliation), deliberation, and avoiding harm, as regulated in QS. Al-Hujurat [49]: 10. Thus, the peace deed not only has

<sup>8</sup> YR Firmansyah, "The Legal Status of Peace Deeds as a Means of Dispute Resolution," JURRISH Journal, Vol. 12 No. 2 (2024), p. 45

<sup>9</sup> IE Hartawan, "Legal Foundations and Implications of Civil Deeds of Peace in Indonesia," Lex Publica, Vol. 8 No. 1 (2024), 123

<sup>10</sup> Ramadhan, M. Syafrie, Bagus Kusumo Hadi, Dino Gautman Raharjo, M. Fadhil Azzam Arfa, dan Muhammad Alvin Saputra, "Dispute Resolution of Mudharabah Contract Financing through

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<sup>11</sup> Rahmat Husien Lubis & Vera Aprilia, "Shulh Concept Analysis for Appropriate Product Dispute Resolution in Sharia Financing," JIOSE: Journal of Indonesian Sharia Economics, Vol. 2 No. 2 (2023): 143

formal-juridical value, but also moral and spiritual value.<sup>12</sup>

In the context of the Magetan Religious Court Case No. 57/Pdt.GS/2025/PA.Mgt, the application of a peace deed demonstrates the effectiveness of Sharia civil procedure law that is oriented towards the welfare of the community. The judge succeeded in bringing together the interests of the bank and the customer proportionally: the BPRS obtained legal guarantees for the repayment and protection of financing assets, while the customer was given the opportunity to improve its financial obligations without losing its reputation and the right to access Sharia financial services in the future. This demonstrates that a peace deed can be a synergistic means of combining the principles of procedural justice and substantive justice. Furthermore, compared to non-litigation settlement mechanisms such as Sharia arbitration or out-of-court mediation, a peace deed has advantages in terms of executive power, time efficiency, and legal legitimacy, although it still requires strengthening in the aspect of post-decision implementation supervision to ensure the principle of Sharia justice remains.<sup>13</sup>

Thus, the peace agreement serves a dual function: first, as an instrument for peaceful dispute

resolution that prioritizes the principles of justice and public interest; and second, as a guarantee of legal certainty that provides legal legitimacy to the results of the parties' deliberations. This dual function is crucial in the Islamic banking system, which is based on the principles of 'adl (justice), amanah (honesty), and deliberation. Within this framework, the peace agreement can be understood not merely as a formal legal procedure, but as an instrument for affirming sharia values in the practice of positive Indonesian law, as well as a reflection of the transformative paradigm of substantive justice.<sup>14</sup>

### 3. Islamic Law Perspective on Peace Deeds

In Islamic law, peaceful resolution of disputes (ash-shulh) is a highly recommended mechanism. The Qur'an emphasizes: "Indeed, believers are brothers, therefore make peace between your two brothers and fear Allah so that you may receive mercy" (QS. Al-Hujurat [49]: 9–10).

This verse emphasizes conflict resolution with the principles of ishlah (peace) and ukhuwah (brotherhood). Scholars such as Wahbah Zuhaili state that ash-shulh is a valid contract as long as it does not conflict with sharia principles, and has binding force like a sale and purchase agreement.<sup>15</sup> The goal is daf' al-dharar wa jalb al-maslahah, repelling harm and bringing benefit.<sup>16</sup>

<sup>12</sup> Mohammad Saleh dan As Rori, "Mediasi Sebagai Alternatif Penyelesaian Sengketa Perbankan Syariah di Luar Pengadilan (Studi Kasus BPRS Bhakti Sumezar)," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 2, no. 2 (2018), <https://journal.um-surabaya.ac.id/index.php/JE/article/view/2481>

<sup>13</sup> Izzatun Tiyas Rohmatin, "Penerapan Asas Sederhana, Cepat, dan Biaya Ringan terhadap Perkara Gugatan Sederhana dalam Sengketa

*Ekonomi Syariah*," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 2, no. 2 (2018), <https://journal.um-surabaya.ac.id/index.php/JE/article/view/2981>

<sup>14</sup> M. Yahya Harahap, Civil Procedure Law (Jakarta: Sinar Grafika, 2017), p. 942.

<sup>15</sup> Wahbah al-Zuhaili, al-Fiqh al-Islami wa Adillatuhu, Volume 5 (Damascus: Dar al-Fikr, 2006), p. 87.

<sup>16</sup> Wahbah al-Zuhaili, al-Fiqh al-Islami wa Adillatuhu, Volume 5 (Damascus: Dar al-Fikr, 2006), p. 87

In the Magetan case, the peace agreement reflects the principles of shura (deliberation), 'adl (justice), and maslahah (benefit). The judge-facilitated peace process can also be viewed as a form of tahkim (simple sharia arbitration), as long as it is based on consent and justice. Furthermore, this mechanism aligns with the maqasid al-shari'ah (Islamic principles), particularly in terms of protecting property and honor. By reaching a peace agreement, the rights and obligations of both parties are protected without a lengthy litigation process that could potentially cause social disgrace. From a sociological perspective, this mechanism strengthens public trust in Islamic financial institutions and religious courts.<sup>17</sup>

#### 4. Legal and Critical Analysis of the Magetan Religious Court Decision

This subchapter focuses on three stages of analysis: norm identification, article interpretation, and decision evaluation. First, norm identification shows that the judge has consistently applied the provisions of Article 130 HIR, PERMA No. 1 of 2016, and Law No. 21 of 2008. Second, the interpretation of the norms is carried out teleologically, namely, interpreting the law not only from the text, but from the goal of substantive justice in Sharia economics. Third, the

evaluation shows that the judge's considerations have reflected the principle of maqashid al-syari'ah because it prioritizes benefit and avoids harm.<sup>18</sup>

From the perspective of Sharia justice principles, a judge's decision to pursue amicable settlement before deciding the main case can be categorized as adhering to the principles of al-'adl and ihsan. However, it should be noted that judges should more explicitly emphasize the Sharia-based values in their legal reasoning so that the harmonization between positive law and Islamic law is not merely implicit.<sup>19</sup> When compared with the sharia arbitration mechanism (BASYARNAS) or non-litigation mediation, the peace deed has advantages in terms of executive power because it is ratified by the court.

However, non-litigation mechanisms tend to be more flexible and prioritize business confidentiality.<sup>20</sup> Therefore, in cases like Magetan, resolving through a settlement agreement is considered the most appropriate option, given the relatively small value of the dispute and the potential for restoring trust between the parties. The following table compares the legal basis for settlement agreements with Islamic law.<sup>21</sup>

<sup>17</sup> Muhammad Fahmi Azis dan Isma Swadjaia, "Penyelesaian Sengketa pada Akad Murabahah dengan Pendekatan Non-Litigasi di KSPPS BTM Mulia Babat Lamongan," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 4, no. 1 (2020), <https://journal.um-surabaya.ac.id/index.php/JE/article/view/5235>

<sup>18</sup> Achmad Ali, *Uncovering Legal Theory and Judicial Theory* (Jakarta: Kencana, 2020), p. 127.

<sup>19</sup> Irfan Setiawan & Nurul Huda, "Mediation and Peace Deeds in Islamic Banking Disputes," *Journal of*

*Islamic Economics and Justice (JEPI)*, Vol. 7, No. 1 (2022): 91

<sup>20</sup> Mu Slihah, "Penyelesaian Sengketa Akad Yad Dhamanah di Pengadilan Agama Blitar Menurut Hukum Ekonomi Syariah," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 3, no. 1 (2019), <https://journal.um-surabaya.ac.id/index.php/JE/article/view/2927>

<sup>21</sup> HA Hasan Basri, "Restorative Justice from an Islamic Legal Perspective: A Comparative Study

<b>Aspect</b>	Positive Law (Article 130 HIR, Civil Code)	Principles of Islamic Law (Ash-Shulh & Maqāṣid al-Syarī'ah)
<b>Sources of law</b>	Laws (HIR, Civil Code)	Al-Qur'an (QS. An-Nisa: 128, Al-Hujurat: 10) and Hadith
<b>The essence of the solution</b>	A peace agreement between the litigants ratified by a judge	Peace (ishlah) as a pious deed and worship
<b>Legal force</b>	Legally binding, has permanent force after being ratified	Morally and spiritually binding, with a hereafter dimension
<b>The main purpose</b>	Legal certainty and efficiency of dispute resolution	Justice, benefit, and restoration of social relations
<b>Values that are upheld</b>	Certainty, legality, efficiency	Substantive justice, maslahah

		, and ukhuwah
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Thus, the Magetan Religious Court Decision Number 57/Pdt.GS/2025/PA.Mgt is a concrete manifestation of the harmonization of national positive law as reflected in Article 130 of the HIR and the Civil Code with sharia principles such as ash-shulh and maqāṣid al-syarī'ah. This integration not only demonstrates the synchronization between legal-formal norms and moral-religious values but also confirms the orientation of religious courts towards a more just, participatory, and welfare-oriented dispute resolution model. Thus, the application of the peace deed in this case also serves as a concrete manifestation of the restorative justice paradigm in modern sharia economic practices in Indonesia.

#### D. CONCLUSION

Thus, the Magetan Religious Court Decision Number 57/Pdt.GS/2025/PA.Mgt reflects a substantial harmonization between positive law and Islamic legal principles in resolving Sharia economic disputes. By ratifying the peace deed (dading) based on Article 130 HIR and Articles 1851–1858 of the Civil Code, the judge successfully presented a settlement model that not only upholds legal certainty but also upholds the values of substantive justice in accordance with the principles of ash-shulh and maqāṣid al-syarī'ah. This approach emphasizes the orientation of religious courts that are transforming towards a restorative justice paradigm, namely the restoration of social relations and the common good, not merely punishment. In the context of modern sharia economics, the peace

deed is an effective and ethically valuable legal instrument because it brings together the interests of national law with sharia morality in a balanced manner. Therefore, this decision should be used as a precedent in strengthening a

fair, beneficial, and sustainable dispute resolution system, in line with the spirit of integration between positive legal norms and Islamic values of justice.

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