



# THE CONCEPT OF PROFIT SHARING ON DEPOSITS SHARIA IN ISLAMIC BANK FOR NON-MUSLIM MARKET

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## **Abstrak**

A concept of an ideal alternative solution to Islamic banking that is less attractive, especially in sharia deposit fund investment products, is certainly an issue that must be resolved immediately. The concept of Islamic banks that should be oriented towards rahmatan lil alamin certainly must be open to all humanity, including non-Muslims. The customers' insecurity towards sharia bank deposit products is one of the reasons for this is "unrepresentation" or incompatibility of Islamic banking towards the desire of non-Muslim customers to discuss profit agreements in Islamic banking. This is evidenced by Islamic bank products in the form of sharia deposits that only use mudhorobah contracts. This agreement emphasizes that profits cannot be determined at the beginning like conventional banks, this is a problem for non-Muslim customers. Therefore, as a form of rahmatan lil alamin orientation, Islamic banking needs to find a solution so that non-Muslims want to put deposit funds in Islamic banks by using fixed profits and can be determined in the beginning but do not violate Islamic teachings. So in this paper we will discuss a solution solution for sharia deposit contracts using murabahah contracts, especially for non-Muslim customers whose studies are supported by theories whose references are valid and relevant literature

**Keyword :** Deposito Syariah, Murabahah, Mudharabah, Nonmuslim Customers and Profit Sharing

## **1. Introduction**

Islam as the religion of rahmatan lil alamin certainly the concept is to protect the whole of nature, including those who do not believe in Islam (non-Muslims). The concept of rahmatan lil alamin is actually to ensure that the religion of Islam is a humanitarian religion that regulates that the world can walk in balance and provide prosperity for others, including economic affairs. In this economic activity, there are economic institutions which in this modern era are often dichotomized into two main

sectors, namely economic institutions in conventional and sharia. For example, in bank financial institutions in Indonesia there are two types, namely conventional banks and Islamic banks. both types of banks have different superior characteristics and products.

The concept of *rahmatan lil alamin* in this banking context should be able to be applied by banks to accommodate all customers both Muslim and non-Muslim. But this ideal situation often collides with the products produced by each bank. For example, in the context of profit sharing. In conventional banks, profit sharing is based on interest rates and for Islamic banks based on the ratio. For now, the preferences of the Indonesian people are still dominant in conventional banks rather than Islamic banks. this is predictable because there are several things such as products made by banks in the form of savings deposits which are considered unprofitable. The occurrence of defeat or the preference of Indonesian people both Muslim and non-Muslim towards Islamic banks is one of them in the aspect of Investment, which in this paper focuses on Islamic deposits. on the one hand, to increase the preference of Muslim communities certainly does not need to be discussed further, because for the Muslim community choosing Islamic banking products is a form of moral appeal that should be obeyed. However, on the other hand, to develop a syariah banking that is *rahmatan lil alamin* certainly cannot be based solely on Muslim tastes and obligations, it must also be able to attract customers from non-Muslims. So that to develop Islamic banking it is necessary to develop attractive investment products for non-Muslims but not contrary to Islamic rules, namely in the form of Islamic deposits.

The definition of Islamic deposits according to Law No. 21 of 2008 Article 1 paragraph 22 is investment funds based on mudharabah agreements or other contracts that do not conflict with sharia principles, which can only be withdrawn at certain times based on the agreement between depositors and Islamic banks. and / or UUS. Another definition of sharia deposits according to Bank Indonesia is deposits whose withdrawals can only be made at a certain time based on an agreement between the customer and the bank with a contract system called mudharabah (Trimulo, 2016: 361). Whereas the understanding of mudharabah according to the same law is a contract of cooperation between the first party (malik, shahibul mal, or customer) as the owner of the fund and the second party ('amil, mudharib, or Syariah Bank) which acts as the fund manager by dividing profits business in accordance with the agreement set forth in the contract (Trimulo, 2016: 360). In addition, another understanding of mudharabah is a business collaboration between two people where the first party (shohibul maal) provides all capital, while the other party becomes the manager. Business profits are divided according to the agreement in the contract, while if the loss is borne by the owner of the capital as long as the loss is not due to negligence of the manager (Susana, 2010: 468). So, based on the above understanding, in general sharia deposits are similar to conventional deposits, but in the implementation of Islamic deposits using mudharabah contracts.

The implementation of Islamic banking in Indonesia in general has indeed been very promising, although it is very far compared to specialization in conventional

banking. This is quite reasonable considering that Indonesia's majority population is a Muslim population as a form of potential in the development of Islamic banks. Data released in 2018 in June showed that Indonesian citizens who utilize Islamic banking in the form of third funds (demand deposits and deposits) as many as 22,951,585 people (OJK, 2018: 60), this number is very much smaller than the total population of Indonesia which amounted to 260,015,000 people. Aside from the number of citizens who are interested in Islamic banking, this study is also supported by data showing that interest in deposit products in Islamic banks is based on the nominal value of only 2,667 trillion Rupiah, which is far compared to conventional bank nominal deposits of 27,340 Trillion or the ratio is only 9.75%. Based on this data, what needs to be appreciated is an increase in interest in Islamic banks, but on the other hand compared to conventional commercial banks, there must be a breakthrough so that Islamic banks are more developed, more specifically for deposit products in Islamic banks to the public.

The lack of development trends in sharia banks, especially in sharia deposit products, confirm that there are only a few people who are interested in Islamic banks, which is certainly only a small part of the majority of Indonesian citizens who are Muslim. Muslims in Indonesia prefer to invest in non-sharia deposit savings or deposit products in conventional banks. This is because whether it's a Muslim or not when investing is aimed at making a profit, as clearly as possible. But on the other hand, Islamic banking is only allowed to offer deposit products whose profits are very unclear, namely based on the ratio of mudharabah contracts. Another guess is that there is a lack of interest in the non-Muslim community to invest in sharia deposits in addition to religious sentiments, ie non-Muslims tend to want interest in the agreement, or discuss the percentage of profits based on invested capital. This is because the benefits to be obtained are more certain when this deposit is due. Therefore, some of the allegations that have resulted in the non-dancing of Islamic deposits are due to the concept of returns desired by non-Muslim customers or some Muslim communities, there is an uncertainty about how much profit is earned. So, it is very reasonable if Islamic deposit products are not in demand, even though these Islamic deposit products are claimed to be the most halal products.

Another factor that results in the lack of interest in Islamic deposit products is certainly not only based on customer preferences. Another possibility of not attracting sharia deposits is the existence of regulatory factors. In general, bank Indonesia based on the regulations contained in Law No. 21 of 2008 clearly states that Islamic deposits are based on mudharabah agreements or other contracts that do not conflict with Islamic law. However, the existence of the fatwa of MUI No. 3 of 2000 states that there is only one contract in Islamic deposits. So, there is an impression that the contract on sharia deposits is only mudaraba, even though the Islamic banking law states that there are other contracts that are permitted. This is what causes doubts and becomes the basis of banking that has the authority to make Islamic deposit products to base their products only on mudharabah contracts. This has been done by several sharia

commercial banks such as the Surakarta branch of BNI Syariah, BTN Bank in Malang (Firmansyah, 2013: 22), Bank Muamalat in Tulungagung (Aulia, 2021: 22), and syariah mandiri bank (Wulandari, 2014: 107).

The implementation of sharia deposit investments at BTN Bank Malang shows that the implementation of deposit investments at BTN Malang still uses mudharabah contracts and is innovated by providing promotions to customers. This is evidenced by the results of research that show that the application of Batara iB Deposits provides an affordable nominal for account opening. The pricing strategy for Batara iB Deposits is also applied by providing attractive profit sharing ratios, giving special rates and not charging administrative fees and penalties in transactions. At this BTN bank in Malang, besides showing the firmness that deposits are only given with a ratio, it means using a mudharabah contract which is the only contract in Islamic deposits. investment that is expected to continue to increase is only facilitated with a special agreement, without meruba important points, namely an unclear ratio, which ratio is not as attractive as this. In addition to the BTN Malang bank, the application of Islamic deposits with mudharabah contracts was also implemented at Bank Muamalat Tulungagung.

At Muamalat Tulungagung bank, it is also very clear to apply Islamic deposit products using mudharabah contracts, even at Muamalat Bank termed Mudharabah deposits (Wulandari, 2014: 107). However, to increase the mudharabah deposit offer, the muamalat Tulungagung bank carried out almost the same thing as the poor BTN bank, namely by advertising or promotion. When advertising costs combined with personal costs incurred by Bank Muamalat Indonesia Tulungagung KCP can increase deposit sales. This conclusion that the cost of advertising and personal selling costs have a very large role in increasing the sale of deposits through various media supported by quality sales marketing that has skills and knowledge in selling products (Wulandari, 2014: 107).

In addition to the two banks mentioned earlier, the practice of sharia deposits using mudharabah contracts is also used by independent Islamic banks. But what happens in independent Islamic banks is the assumption that the scheme of offered ratio is the same as using the mudharabah contract but there are efforts to improve services and services provided to customers. In addition, the debosito ratio with the mudharabah contract will be very dependent on the interest rate, meaning the competition contest between sharia and non-sharia deposit products is the same as the competition between conventional banks and Islamic banks Aulia, 2021: 23). This situation then further alienates Islamic banks from non-Muslim customers, because the results offered on deposito investments are considered clearer in conventional banks, so customers will prefer conventional banks to put their money in the form of deposits.

Based on the three banks mentioned earlier, Islamic deposit products are still dominated by mudharabah contracts, although in marketing efforts they can be through massive promotion and advertising. Even though this is done, there is still an affirmation of the allegation that Islamic banks still cannot find a scheme other than the mudharabah contract in attracting customers, especially non-Muslim customers. So,

in an effort to recruit customers from non-Muslim parties who want real and clearer profits, of course there must be other schemes other than mudaraba. Therefore, based on the facts in the field regarding sharia deposit products that are not very attractive to the Indonesian people, both Muslim and non-Muslim, they certainly must be studied in depth and thought of alternative solutions.

The stiffness of the contract that must use the mudharabah principle when investing in bank deposits in sharia according to the MUI DSN fatwa must certainly be considered an alternative. Although it is common in Indonesian banks to use mudharabah contracts in deposit investments, there is still the possibility to use other contracts other than mudaraba. This is made possible on the basis of Islamic bank regulation no 21 of 2008 which still provides a gap for other contracts other than mudaraba on deposit investment in Islamic banking. So, at this writing, the author will examine the possibilities that can be used to make other contract schemes other than mudharabah in sharia deposit products that are in accordance with Muslim and non-Muslim tastes, especially in flat yield schemes until sharia deposits are due and do not violate religious rules Islam. Based on a number of things previously explained, this study will be entitled "**The Concept of Profit sharing on Deposits Sharia in Islamic Banks for Non-Muslim Market**"

## **2. Metode**

This research is a literature study which is a way to find and study relevant theories or references in accordance with the problems being studied to find scientific solutions. Reference to the theory obtained through the Akam literature study research method is used as a reference for developing new concept theory during implementation in the field. By using this literature study method, the hope is that there is a new conception and can be used as an alternative solution to attract non-Muslim customers to put their funds in deposits in Islamic banks.

## **3. Result and Discussion**

### **General Concept of Sharia Deposits in Islamic banking.**

Sharia deposits are deposite whose withdrawals can only be made at certain times in accordance with an agreement between the customer and the Islamic bank and / or UUS by using mudharabah agreements or other contracts that do not conflict with sharia principles (Antonio, 2007: 157). Based on the MUI Fatwa Number: 03 / DSN-MUI / IV / 2000, the provisions of Islamic bank deposits are customers acting as shahibul maal or fund owners and banks acting as mudarib or fund managers. Banks can carry out various types of investment in accordance with sharia principles and develop them. Capital must be stated in clear amounts in cash and not accounts receivable. Distribution of profits must be stated in the form of a ratio and stated in the agreement. Banks as mudarib cover all operational costs taken from the profits earned. The Bank cannot reduce the portion of the profit ratio agreed upon without the consent of the customer.

These deposit products are not only owned by Islamic banks, but conventional banks also have these savings products. The difference between deposits in conventional banks and Islamic banking is that the amount of profits obtained on Islamic banking deposits is uncertain because of the benefits obtained while the amount of conventional bank deposit interest is certain. The legal basis of mudharabah deposits is:

1. Al quran surat an nisa' ayat 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُم بَيْنَكُم بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning "Hey you who believe, do not eat each other (take away) your neighbor's property in a vanity way, except by commercial means that are voluntary among you. And do not kill yourself, truly Allah is merciful to you"

2. Hadist

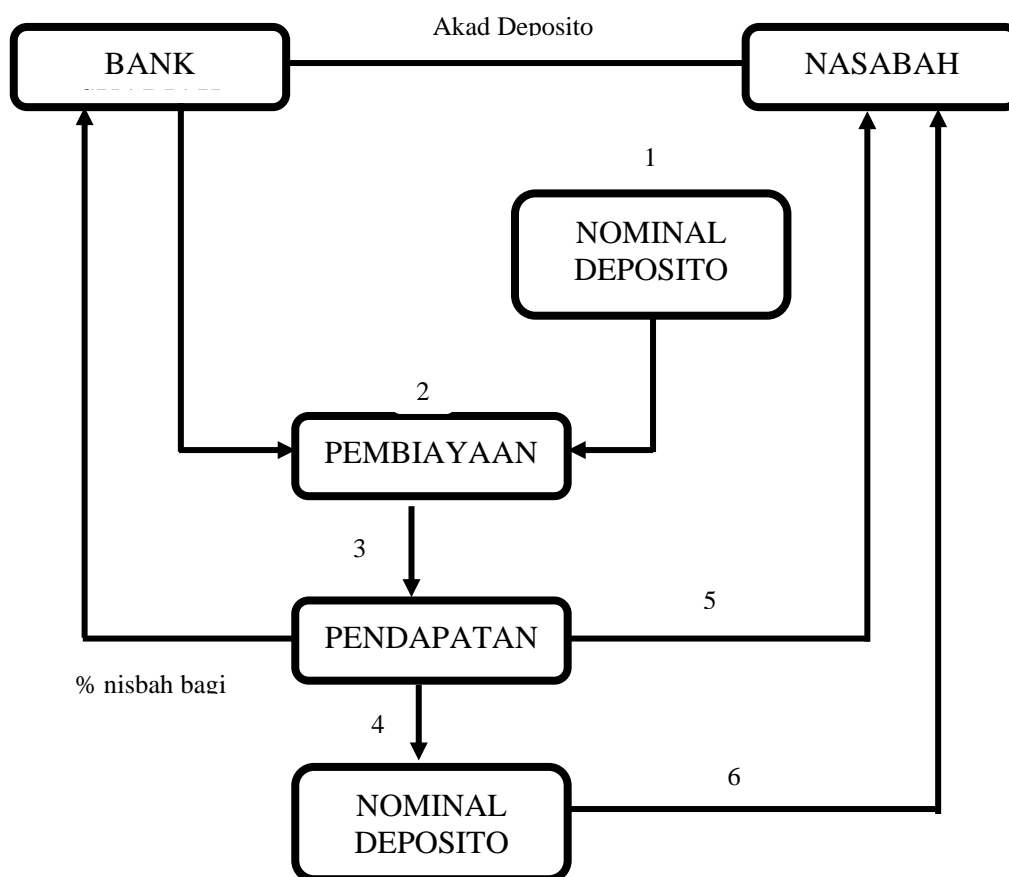
كَانَ سَيِّدُنَا الْعَبَّاسُ بْنُ عَبْدِ الْمُطَّلِبِ إِذَا دَفَعَ الْمَالَ مُضَارَبَةً اشْتَرَطَ عَلَى صَاحِبِهِ أَنْ لَا يَسْلُكَ بِهِ بَحْرًا، وَلَا يَنْزِلَ بِهِ وَادِيًا، وَلَا يَشْتَرِيَ بِهِ دَابَّةً ذَاتَ كَبِدٍ رَطْبَةً، فَإِنْ فَعَلَ ذَلِكَ ضَمِنَ، فَبَلَّغَ شَرْطُهُ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَآلِهِ وَسَلَّمَ فَأَجَّازَهُ

It means that Abbas ibn Abdul Muttalib if he surrenders his property as mudaraba, he requires you to his mudarib not to cross the ocean and not down the valley, and not to buy livestock. If the requirement is violated, he (the mudarib must bear the risk. When the conditions set by the Abbas are heard by the Prophet, he justifies it (HR Thabrani)

3. Ijma

It is reported that a number of friends gave (to people, mudharib) the wealth of orphans as mudaraba and no one denied them, because it was seen as ijma '. Based on the principle used in Islamic bank deposits, namely the mudharabah system, the portion of the profit sharing ratio between the customer and the bank must be determined as the fund manager. The size of the profit sharing portion between one Islamic bank and another sharia bank is different, this depends on the calculation of each bank. One of the considerations in determining the size of the profit sharing ratio is the time period for deposit placement, the longer the customer places his funds in Islamic banks in the form of deposits, the greater the portion of the profit sharing ratio for the customer. Another consideration is the risk borne by Islamic banks.

The profit sharing mechanism in Islamic banks is carried out every exchange date, that is the date when the deposit is opened. This payment of profit sharing can be made in cash, transfer books, capitalized or transferred to customer accounts in other banks. The following is a deposit sharing scheme (Ismail, 2011: 94)



**Notes:**

1. Customers place funds in Islamic banks in the form of deposits with mudharabah contracts
2. Furthermore, Islamic banks channel customer deposit funds into financing facilities
3. The financing customer pays the margin expense or profit sharing to the bank which is then recognized by the bank as financing income
4. Then the Islamic bank calculates profit sharing for deposit customers who have placed their funds on the basis of revenue sharing, namely the distribution of profit sharing on the basis of income before deducting the costs incurred by the bank
5. On the exchange date, namely the date of placement of deposits, the bank will pay the profit share with the amount in accordance with the portion of the profit sharing agreed upon at the beginning of the agreement
6. At maturity, if the customer withdraws the funds, the bank must return the customer's funds

So, profit sharing must be paid in accordance with the portion agreed upon at the beginning of the fund placement agreement. In the calculation of profit sharing for bank customers must have a calculation so that there is no loss of either party or both parties. Following is the mechanism for calculating profit sharing (Iska, 2014: 116)

1. The bank calculates the daily balance of the source of funds in accordance with the classification of funds held
2. The bank calculates the average balance of sources of funds that have been channeled into investments to the public or customers in the products of other assets
3. The bank calculates the total income received within the time period
4. The bank will compare the number of sources of funds with the overall funds that have been channeled
5. The bank allocates the entire income to each classification of funds held in accordance with the average balance
6. The portion of the ratio must be considered and adjusted to the agreement at the beginning of the agreement in the placement of deposits
7. The bank distributes profit sharing according to the ratio to the owner of the deposit.

In calculating the amount of profit sharing and interest, there is a difference between Islamic banks and conventional banks, where conventional banks will calculate the percentage of profit sharing from the amount of customer funds, so the amount of interest will remain in accordance with the interest at the beginning of the agreement. While the calculation of profit sharing mudharabah deposits will depend on the amount of income from the funds deposited by customers in Islamic banks, so that fluctuations will occur according to the income received by the bank. The following is a comparison of the calculation between conventional bank deposit interest and Islamic bank mudharabah deposits (Antonio, 2007: 159)

1. Calculation of conventional bank deposit interest

On March 1, 2019 Mr. Fahmi placed a deposit of Rp. 10,000,000,000 for a period of 1 month. Bank policy for deposits with a term of 1 month, interest given at 2%. And the interest obtained by Mr Fahmi is  $Rp. 10,000,000,000 \times (31 \text{ days} : 365 \text{ days}) \times 20\% = Rp. 169,863,014$ . Based on these calculations, Mr. Fahmi will always receive interest of Rp. 169,863,014 as long as the deposit is extended and there is no new agreement, meaning that the customer is certain of the amount of profit received by the customer, which is in accordance with the amount of interest at the beginning of the agreement.

2. Calculation of profit sharing of Islamic bank mudharabah deposits

On March 1, 2019, Mr. Fahmi placed funds in Islamic banks in the form of deposits of Rp. 10,000,000,000 with a period of 1 month. The determined ratio is 57% for customers / depositors and 43% for banks. If the profit obtained for a one-month deposit is Rp. 30,000,000,000 and the average one-month deposit balance is Rp. 950,000,000,000, then the calculation of profit sharing to be received by Mr. Fahmi in Islamic banks is  $Rp. (10,000,000,000 : Rp. 950,000,000,000) \times Rp. 30,000,000,000 \times 57\% = Rp. 180,000$ .

Based on the calculation of profit sharing from Islamic banks, the amount of profit received by the customer will depend on the amount of funds placed by the



customer in deposits, the amount of deposits and profits in the period according to the placement of customer deposits, and the portion of profit sharing agreed between the bank and the customer. So that the bank cannot determine and ensure the amount of profit sharing or profit that can be received by the customer. This is an obstacle when Islamic banks face customers who compare with conventional banks to get a profit or a certain amount of profit sharing each month.

### **The offer of alternative sharia deposits for non-Muslims.**

Given the importance of non-Muslim customers for Islamic banking, in addition to the existence of Islamic banks to realize the benefit of the people and also as an affirmation that Islam is a religion of natural religions, an alternative is needed to facilitate non-Muslim investors in investing deposit funds in Islamic banks with special contracts. The contract of sharia deposits in general is by mudharabah agreement in accordance with the rules that refer to the MUI DSN fatwa number 3 of 2000, this contract explicitly explains that the returns obtained by investors are based on percentages, so the nominal is uncertain. On the other hand, non-Muslim customers when they want to make an investment with savings deposits want to get a return with a flat profit, fixed and known nominal at the time of submission.

The desire of non-Muslim customers to get a flat, fixed and clearly nominal return is certainly contrary to Islamic sharia rules, where Islamic deposits generally use mudharabah agreements in accordance with the MUI DSN fatwa which does not allow for certain returns in the mudharabah contract, because the ratio of the contract Mudharabah is an excess of capital (business profits) so that the nominal value is very unclear. From this adjustment, the contract then becomes a very heavy obstacle for Islamic banking to attract customers, especially non-Muslim customers who are expected to have large funds that they want to keep in Islamic banks. Therefore, to increase deposit funds from non-Muslim customers, an alternative contract is needed to facilitate the non-Muslim market share. One alternative offer from this work is sharia deposits using murabahah contracts in providing sharia deposit facilities, specifically non-Muslim customers.

The concept of offering alternative contracts on sharia deposits with murabahah contracts. murabahah contract is a sale and purchase contract, so that what is traded here is a special object made by Islamic banks in accordance with the nominal value of non-Muslim customers, so that the funds can be used by Islamic banks for policies that provide welfare to the community. Based on these objectives, according to the MUI DSN fatwa number 04 of 2000 is that in order to help the community to carry out and improve welfare and various activities, shari'ah banks need to have murabahah facilities for those who need it, namely selling an item by confirming the purchase price to buyers and the buyer pays it at a price that is more as profit. The ability to use the murabahah agreement on deposits is indeed not yet stated in the MUI DSN fatwa. However, the gap in the implementation of this contract is reviewed from the sharia banking law which states that Islamic deposits use mudharabah contracts or other contracts as long as they do not violate Islamic rules. The ability to use this

contract in addition to being seen from the aspect of legislation can also be linked or based on the rules of the proposed fiqh.

The basis for the use of murabahah contracts in sharia deposit products in the fiqh proposal rules is permissible because there is no argument that prohibits them. Because the law of the origin of a muamalah activity is permissible as long as there is nothing that forbids. The basic rule is

بِدَلِيلٍ إِلَّا وَالْإِبَاحَةُ الْجِلُّ الْمُعَامَلَاتِ فِي الشَّرْطِ فِي الْأَصْلِ

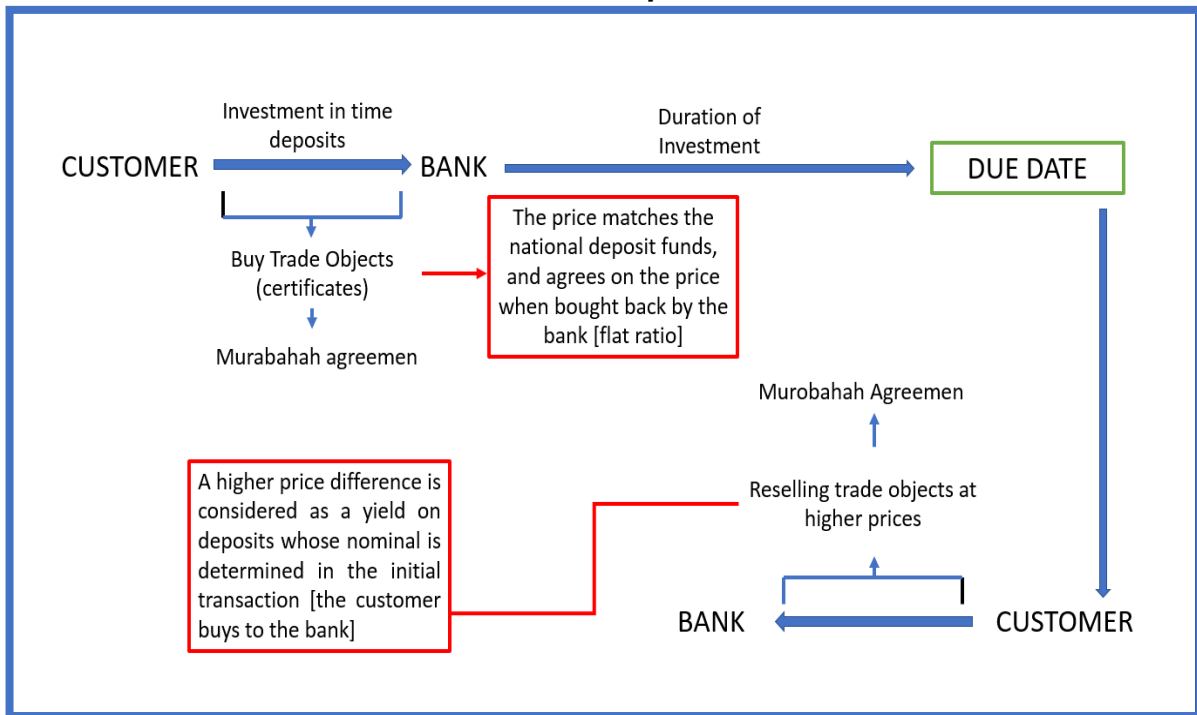
The rule emphasizes that in fiqh, sharia deposits using murabahah contracts are permitted. This is because murabaha used as a contract in Islamic deposits has never been banned in either the main source of Islam, namely the Qur'an and Hadith, and has never been banned in state law, namely national legislation and so is the fatwa of the MUI DSN. So that the use of the murabahah contract in sharia deposits does not violate Islamic Shari'a or in other terms this contract is permissible in Islamic deposits, as long as the concept of its implementation does not conflict with the provisions of Allah S.W.T.

The concept of deposits using the murabahah contract is the implementation of two parties, namely banks and non-Muslim customers to agree on trading objects. This trade object is of course made by the bank to be sold to customers whose prices depend on the nominal they wish to deposit to the bank. Like deposits in general, then when it is due, the money must return to the customer. Therefore, with this murabahah contract, when the bank is due, the bank buys the previously traded trading object at a higher price. These excess prices are offered to customers to invest in sharia deposit funds with a definite advantage. To explain in the form of an easier path, it can be seen in the following figure 1.

Based on the concept above, it can be seen that non-Muslim customers put money in banks for deposits with murabahah contracts with the aim of obtaining a fixed profit every month until maturity. In the concept of murabaha, the practice is that non-Muslim customers buy trade objects from the bank in the form of certificates, which are used as objects of sale and purchase from both parties. The price or nominal that must be paid by the customer to the bank to buy the certificate referred to is in accordance with the nominal amount of funds to be deposited to the Islamic bank, so that whatever amount of funds is given to the bank, the object purchased is still only a piece of certificate nominal funds deposited to Islamic banks.

Trading object trading in the form of a certificate issued by a sharia bank with a nominal value in accordance with the funds to be invested by non-Muslim customers in Islamic banks is of course a sharia rule that is not prohibited, even though the nominal value tends to be very large. This is because transactions carried out from both parties and both parties have agreed, and indeed there are no rules from Islamic religious sources that limit the price of an object of goods, or in microeconomic terms is a form of market mechanism.

**Picture 1: Sceme of sharia deposits with murobbahah**



The limitation in pricing is only a matter of ethics or a matter of appropriateness, and does not invalidate the validity of the transaction as long as it does not violate the pillars and the legal terms of the transaction. Terms of transactions in Islamic rules must meet at least three things, namely there are two people who transact with each other (muta'qqainain), which consists of sellers and buyers, shighat / lafadh which shows a statement of sale and purchase, including lafadh ijab and lafadh qabul and goods transacted (ma'qud 'alaih). The elements of al-ma'qud aih alaih this consist of 'price' (thaman) and dihargai valued goods (muthman). Especially for explanations about ijab and qobul, in principle, between sales and buyers and buyers must be the same as ridho or the same as like (Rusyfo, 2016: 23).

لَا يَصِحُّ الْبَيْعُ إِلَّا بِالْقَبُولِ لِأَنَّهُ يَدُلُّ عَلَى التَّرَاضِي نَصًّا

The purpose of the opinion of the Imam Syafi'i above is that when there is a sale and purchase transaction it will be invalid or canceled, but with a handover because that is what the nash shows likes and likes. So, from the basis of this opinion, the transactions carried out by Islamic banks with nsabah regarding trade objects in the form of certificates are very legitimate because both parties have made qobul licenses and are equal - same as ridlo. In addition to the issue of the validity of trade objects, in determining infinite prices, which depend on the amount of deposit funds submitted to Islamic banks in sharia are very permissible, although there are ethical restrictions that are often used as a pretext to limit prices. The freedom of sellers and buyers to agree on prices has been guaranteed by Islam, in which Allah forbids his servants from carrying out their behavior or limiting prices. This is because the

determination of the price is the right of the seller and the buyer, as long as there is an agreement the sale and purchase has been validly carried out. The prohibition of price restrictions in Islam is also based on the hadith of the Prophet Muhammad, which means *"Hey Messenger of Allah, determine the price for us! "He answered" Allah SWT is really the determinant of price, restraint, giver and render of rizki. I hope to be able to meet my Lord where one of you does not sue me for wrongdoing in matters of blood and wealth* (Sukamto, 2012: 47). So, based on the hadith, the price of certificates issued by Islamic banks is purely agreed by the bank and from the customer. Based on this explanation, it was also emphasized that the price of certificates purchased by customers was very permissible and the transactions were legal.

The trade object traded by the bank to the customer in the previous explanation must of course be followed by another agreement, where this agreement is outside the transaction of the object of trade (the certificate), considering that the contract is part of the transaction on sharia deposit products, funds originating from customers. Deposit products that do have a due date must have an additional agreement so that this mechanism runs and does not harm the customer, namely by an agreement to buy back at a higher price by the bank to the customer regarding the certificate purchased by the previous customer. This excess cost between the sale and purchase price then becomes the profit that will be obtained by the customer, and of course the nominal profit will remain as long as the agreed time reaches maturity. This profit margin, or the difference between the sale and purchase price, the nominal has been determined at the beginning, in the scheme of the percentage of capital.

Simulations on the practice of trade object certificate transactions with murabahah contracts at the time of pricing, customers put their deposit funds in Islamic banks, and negotiate regarding the amount of profit margins to be obtained. for example, with a 2% profit offer, where the 2% figure is the percentage made by Islamic banks in sharia deposit products specifically for non-Muslim customers. After that, customers put their money in Islamic banks and agree that until maturity it is assumed that customers get a profit of 2% each month. However, the benefits of the payment will be accumulated at maturity with the transaction process of repurchasing the trading object certificate by the bank from the customer with a murabahah contract. An example of a number from the simulation is suppose that the customer wants to deposit funds of Rp. 100,000,000 and maturity within six months. As a form of bidding from the bank to the customer with a profit of 2%, then with such a profit the customer will benefit from a fund of Rp 100,000,000 which is Rp. 2,000,000. So that every month customers will get a profit of 2 million Rupiah, but the profit will be paid at maturity by transacting to buy back the trade object certificate that has been tested to the customer. So, Rp. 100,000,000 deposited will get a profit of 2 million per month for 6 months, which in total profits is Rp. 12,000,0000. Therefore, when the customer's money is due, it will increase to Rp. 112,000,000 for 6 months through the buying and selling transaction process, and this is not usury because the 100 million fund was not a savings fund or a debt fund but it was the profit and price of the sale and purchase transaction.

The process of investing in non-Muslim specific sharia deposit funds through the murabahah agreement described earlier shows that there are two sale and purchase transactions between the bank and the customer, so there is a need for additional agreements outside the agreement when buying and selling. This additional agreement is intended to protect customers during investment in deposit funds with murabahah contracts. In the second transaction of the deosito fund investment transaction scheme, namely when the bank repurchases the trade object certificate from the customer, there is the potential for the bank not to repurchase the certificate. So that with the existence of this additional agreement the purpose is that the bank is obliged to buy back the trade object certificate that has been sold to the customer at the agreed price at the beginning. In addition, the bank can also include other agreement points to support an agreement between the two parties so that no one is harmed, including the price agreement when bought back by Islamic banks at maturity.

The concept of flat or fixed yields on Islamic deposits using murabahah contracts which are alternative contracts to attract market share of non-Muslim customers to Islamic banks, certainly raises the pros and cons of the validity or validity in its application. Constraints that may be debated and criticized by deposit products with murabahah contracts are about the absence of a fatwa from the MUI that deposits only use mudharabah contracts, and in general deposits are deposits, not buying and selling. In addition, seeing the transaction process that occurs until maturity in addition to the main transaction, namely buying and selling trade object certificates, there are also other agreements to guarantee customers. This was then a criticism and could be regarded as a transaction with a hybrid contract, and of course it was haram according to certain scholars from several schools of thought (Munif, 2017: 257). In general, the hybrid transaction of this contract means that there are two adad which are combined in one transaction whose truth is still in the form of debate (ikhtilafi). In addition to the problems mentioned earlier, the obstacles and criticisms that might be conveyed are regarding the special treatment of non-Muslims as customers of Islamic banks.

Special treatment of non-Muslim customers raises the impression that religious teachings or the rule of law in Islamic banking are disaggregated, and are required to be adjusted to human desires, and it is not human beings who adjust the laws governed by religion. This is based on the teachings of Islam according to the word of Allah in Surat al-Maidah verse 49 concerning the obligation of every decree of Allah to obey God's law. In verse 49 of the letter Al Maidah the translation is *and let you judge what Allah has sent down, and do not follow their passions. And beware of them, lest they deceive you in part that Allah sent down to you. If they turn away (from the law that God sent down), then know that Allah really wants to bring disaster to them because of their sins. And indeed, most people are wicked people.* From the explanation of this verse, it is asserted that humans are required to always obey and obey Allah's law, not God's law that adapts human desires.

Criticism regarding the concept of murabahah contract in sharia deposito despite criticisms and doubts, but with the existence of this contract can be used as a

reference that Islamic banks can provide benefits to the whole world, such as the concept that Islam is the religion of rahmatan lil alamin". This alternative murabahah contract can be a stimulus to get funds from non-Muslims, which can be used by the bank to provide benefits to the ummah. When more non-Muslims want to put their money in deposited funds in Islamic banks, the growth of Islamic banking has the potential to grow very rapidly. The selection of murabahah contracts in this syariah deposit indirectly facilitates the wishes of non-Muslim customers who want clear profits, flat and fixed. However, on the other hand, clarity regarding the profits obtained and determined at the beginning does not conflict with the rules of Islamic law, because this is a sale and purchase transaction not a debt or financing transaction.

The importance of the special treatment of non-Muslims in Islamic banks is that there is no discrimination and still maintain the professionalism of the banking system as well as a clear form that Islam is a religion that gives mercy to all nature. Giving good treatment to non-Muslims is clearly regulated by Allah in the Qur'an, as explained in the explanation in surat an nahl ayat 125. Special treatment for non-Muslim customers besides being a form of professionalism, also as a form of brotherhood and describing protection by means of do good, be gentle, and be tolerant of others. This Islamic attitude originates from the Qur'an which teaches the ethics of religious freedom, ethics in respecting other religions, and the ethics of maintaining brotherhood (Armayanto, 2013: 304). So that when Islamic banks make sharia deposit products with murabahah contracts for non-Muslim customers, the law is very permissible, and can increase the growth of Islamic banks so that eventually they will realize mutual prosperity for the entire community, especially for sharia bank customers

#### **4. Conclusion**

Based on the explanation above regarding alternative sharia deposit products specifically for non-Muslim customers, it can be concluded that deposits in Islamic banks generally use mudharabah contracts or use the determination of the portion of profit sharing set at the beginning so that the nominal amount of profit sharing cannot be known with certainty. obtained at maturity. Investment practices such as this cannot fulfill clear and definite demand from profit-oriented customers, and it does not appeal to the public, especially non-Muslim customers. So that the concept of the offer can be used as a consideration to be able to absorb customers with the principle of fixed and definite profits, namely deposits with murabahah contracts, namely deposits that provide clarity on the benefits obtained by the customer at the beginning of the agreement in accordance with funds placed in deposits by customers.

The concept of sharia deposits with murabahah contracts is indeed not real, but it is still possible to be allowed. This is based on legislation governing Islamic banks that deposits in Islamic banks do not only use mudhorobah contracts. Therefore, with the existence of sharia deposit products with this murabahah contract, trying to facilitate customers whose orientation is certain to be willing to deposit funds whose practice is buying and selling trade object certificates. So that when there are already

buying and selling transactions, the profits obtained are also more certain and certainly remain in accordance with what was agreed upon in the agreement in investing in Islamic deposits in Islamic banking.

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**Undang – Undang**

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UU no 21 Pasal 19 ayat 1 huruf b tahun 2008 tentang Perbankan Syariah

**OJK**

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