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CASE STUDY IN CONTRACT BREACH LAWSUITS, DECISION OF THE BANTUL RELIGIOUS COURT NUMBER: 0463/Pdt.G/2011/Pa.Btl

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Abstract

This study aims to examine the judge's decision at the Bantul Religious Court in a contract violation case number 0463/Pdt.G/2011/PA.Btl. This study is descriptive-analytical in nature, revealing key findings, which are then analyzed through the research object. This approach uses a case study method through interviews with judges. The main focus of the case study approach is ratio decidendi. The data obtained was then analyzed using a descriptive-analytical approach related to the main issues in the contract breach lawsuit. Based on the results of the investigation, the object of dispute in this case was ambiguity in the terms of the contract between the two parties, which the judge explained as a mudarabah muthlaqah contract. The judge's considerations refer to the Qur'an, KHES, Kep-Men-Kop dan UKM Number 91/Kep/M.KUKM/IX/2004, and the Technical Guidelines for Administration and Religious Courts. The judge's scientific approach was obtained through a master's program in law and socialization related to Law Number 3 of 2006. In deciding the breach of contract case, the judge used collective ijtihad amid the lack of material legal sources that have not been fully regulated in a rigid and concrete manner.

Keywords: *Breach of Contract Lawsuit; Judge's Decision; Profit Sharing*

I. INTRODUCTION

Essentially, success in law enforcement depends on the ability and wisdom of judges in deciding cases based on principles of justice. In addition to being expected to understand the cases they handle, judges are also required to have high integrity in deciding legal cases that are accountable, both horizontally (among fellow human beings) and vertically (to God Almighty) (Lubis, 2023). It is inevitable that judges, especially in religious courts, perform the role of administering justice as representatives of the king and God (Razi, 2024). Therefore, judges have the authority to decide Islamic civil cases (both relative and absolute) that do not refer to laws, the Civil Code, the Code of Civil Procedure, and the HIR (Herzien Inlandsch Reglement). They also participate in making legal decisions through ijtihad (ushul fiqh) (Taufiqurrohim & Al Munawar, 2022).

Ijtihad is the maximum effort made by competent scholars who are capable of using their intellect to discover new laws for new issues without abandoning the values contained in the primary sources of Islamic law. Ijtihad, with its various methods, including istishlah, istishab, maslahah mursalah, sadz dzari'ah, istihsan, and others, serves as a tool for finding legal decisions in the Islamic legal system, demonstrating its capabilities and flexibility. Therefore, ijtihad must be carried out

simultaneously to anticipate and fill legal gaps, especially when faced with the modern era (Haris & Suparmin, 2024).

Various legal issues related to divorce due to legally valid marriages, waqf, inheritance, zakat, infaq, grants, and alms often arise given the background of conflict between various parties. This includes issues related to Islamic economics, which are explicitly regulated in Law Number 3 of 2006 in conjunction with Law Number 7 of 1989 concerning Religious Courts (passed by the House of Representatives on February 21, 2006), Article 49 and explained in the explanation in accordance with Article 49 letter i. As stated in Article 49 letter i, namely: *What is meant by "sharia economics" are business activities carried out in accordance with sharia principles, including: a.) sharia banks; b.) sharia microfinance institutions; c.) sharia insurance; d.) sharia reinsurance; e.) sharia mutual funds; f.) sharia bonds and sharia medium-term notes; g.) sharia securities; h.) sharia financing; i.) sharia pawnshops; j.) sharia financial institution pension fund; and k.) sharia business.* In this case, civil lawsuits filed by both parties, whether between customers and Islamic banks (LKS Bank) or non-bank entities such as Baitul Maal Wat Tamwil (BMT), arising from unlawful acts or breaches of contract in accordance with the initial agreement, as stipulated in Articles 1243, 1365, 1366, and 1367 of the Civil Code (Sa'adah et al., 2025).

The findings of Nurbaiti Prastyananda Yuwono's research explain the factors causing unhealthy BMT cooperatives (especially in Yogyakarta), including: 1.) incompetence and low knowledge of Islamic financial management among managers; 2.) non-compliance with Islamic principles; 3.) professionalism 4.) legal issues; and 5.) BMT operational policies (Yuwono, 2020). Therefore, the application of sharia contracts in Sharia Financial Institutions (LKS) must be done in writing and must comply with the provisions stated in the MUI DSN Fatwa and Islamic law. In this way, the agreement can have legal binding force for all parties involved in the agreement and can be proven in court if a legal dispute arises (Lisnawati et al., 2024). In this regard, the Bantul Religious Court accepted a civil lawsuit or a breach of contract case registered at the Bantul Class I Religious Court Registry with Number: 0463/Pdt.G/2011/PA.Btl dated May 24, 2011.

The dispute case filed by the plaintiff regarding default, the type of fixed deposit for family needs, which is bilateral in sharia economic transactions, should be clarified with a muḍârabah contract with a family needs deposit system, whereby the customer's money amounting to 250,000,000 (two hundred and fifty million rupiah) will be managed in the form of a business as agreed between the two parties. Based on the agreement between BMT ISRA (mudarib) and the customer (shahibul maal), the profit sharing ratio that will be given to the plaintiff (customer) is IDR 6,375,000 (six million three hundred seventy-five thousand rupiah) for 6 months, starting from May 10 and maturing on November 10, 2010.

The problem in this legal case arises from the lack of good faith on the part of the defendant (as BMT ISRA), as it has been proven that during the first four months, namely June to September 2010, the defendant always received a profit share of Rp 6,375,000 (six million three hundred seventy-five thousand rupiah) per month, bringing the total profit share received by the Plaintiff from the Defendant to Rp 25,500,000. However, since October 10, 2010, or when the Plaintiff wanted to collect the profit share from the DEFENDANT, the DEFENDANT has been unable to provide the profit share until now, citing the Defendant's financial

condition as the reason. That the Defendant, at the end of the 6-month period on November 10, 2010, was also unable to provide the savings and profit sharing to the Plaintiff due to financial conditions. In this case, the Bantul religious court judge has the duty and authority to handle the litigation process in accordance with absolute competence under Law No. 3 of 2006 concerning Religious Courts, Article 49, and with reference to Law No. 48 of 2009 concerning Judicial Authority, Article 10 paragraph (1), without negating the sense of justice for the plaintiff and defendant.

From the above explanation, this study focuses on analyzing the ijtihad (independent reasoning) of Bantul religious court judges based on judicial decisions (ratio decidendi) related to mudarabah contracts involving KSU BMT Isra and its customers located in Bantul-Yogyakarta. The purpose of this study is to explain the basis for the judges' decisions and whether they are in line with sharia business law.

II. PROBLEM FORMULATION

Based on the above introduction, the problem formulation is as follows:

1. How did the judge explain the subject matter of the contract breach lawsuit No. 0463/Pdt.G/2011/PA.Btl?
2. How did the judge base his decision regarding the breach of contract case number 0463/Pdt.G/2011/PA.Btl?
3. What is the basis for the judge's approach in handling sharia economic disputes at the Bantul Religious Court?

III. RESEARCH METHODS

This type of research focuses on field research. In this case, the author will present findings from the research location, namely the Bantul Religious Court. This research is descriptive-analytical in nature, meaning that it reveals and describes the objects studied by the author, which are then analyzed through the research objects (Ali, 2019). This study uses a case approach that focuses on judges' decisions in breach of contract disputes at the Bantul Religious Court. According to Peter Mahmud Marzuki, the main subject of study in a case approach is the ratio decidendi or reasoning, which is the court's consideration in reaching a decision (Marzuki, 2021). In this regard, the basis for a judge's consideration in a decision based on legal arguments (istinbat al ahkâm) must be knowledge of the procedures for deriving law (turuq al istinbât) from the text (*nash*) (Bahri, 2016). There are two approaches to deriving legal rulings from the texts: the approach based on meaning (turûq al ma'nawiyah) and the approach based on wording (turûq al lafdziyyah) (Bahri, 2016).

The primary data sources were obtained directly from the sources, either through interviews with the Bantul Religious Court Judge regarding Decision No. 0463/Pdt.G/2011/PA. Btl regarding a breach of contract case through a mudarabah agreement between the shahibul maal party and the managing party, namely BMT Al-Isra, as well as observations in the form of official documents which were then processed by the researcher himself (Marzuki, 2021).

Secondary data was obtained from sources of Islamic law, legal instruments, the Civil Code, Fatwa DSN-MUI, opinions of scholars, as well as references from books, journals, and other supporting documents related to the object of the research being studied. The data obtained was then analyzed using a descriptive-analytical

approach, in which the researcher attempted to describe the judges' views on contracts in case number 0463/Pdt.G/2011/PA.Btl (Ali, 2019).

IV. RESULTS AND DISCUSSIONS

The Subject Matter of the Breach of Contract Lawsuit in the Muḍârabah Agreement

Based on the results of field research, it was found that the Plaintiff (Customer) sued the Defendant (BMT ISRA) due to the Defendant's default, which resulted in the Plaintiff suffering losses, namely: a.) Material: Family Needs Guarantee Deposit (Si Penjaga) amounting to IDR 250,000,000 (two hundred and fifty million rupiah). Profit sharing for 8 months (October 10, 2010 to May 10, 2011) amounting to IDR 6,375,000 x 8 months = IDR 51,000,000 (fifty-one million rupiah). The material amount is IDR 301,000,000 (three hundred and one million rupiah); b.) The immaterial amount is IDR 100,000,000 (one hundred million rupiah). The total material and immaterial amount is IDR 401,000,000 (four hundred and one million rupiah) (M. Marfu'ah, personal communication, Mei 2013). The plaintiff, through his reply (Replik), requested that a Conservatory Attachment (Conservatoir Beslaag) be imposed on immovable property in the form of a plot of land and the buildings thereon as recorded in Certificate of Ownership No. 513 m2 in the name of SW covering an area of 83 m2 located in Panggungharjo Sewon Bantul, with the boundaries to follow.

The immovable property consisting of a plot of land and buildings in the post (Seized Collateral) is owned by the DEFENDANT and is used as an office but is registered under the name of the CO-DEFENDANT when the CO-DEFENDANT was an administrator and worked at the DEFENDANT. The DEFENDANT (BMT ISRA) is compelled to comply with this decision, whereby the DEFENDANT shall pay a penalty (dwangsom) of Rp 100,000 (one hundred thousand rupiah) per day for late payment (M. Marfu'ah, personal communication, Mei 2013). Meanwhile, based on the Defendant's rejoinder (Duplik), the Defendant has provided a written response dated August 8, 2011, which was submitted at the trial, essentially rejecting all of the Plaintiff's arguments in the lawsuit, except for those acknowledged by the Defendant (M. Marfu'ah, personal communication, Mei 2013).

The Defendant acknowledges the Plaintiff's claim that the Plaintiff has a family savings account (Si Penjaga) with the Defendant in the amount of Rp 250,000,000 (two hundred and fifty million rupiah) as evidenced by the term deposit certificate dated May 10, 2010 (M. Marfu'ah, personal communication, Mei 2013). The Defendant, as mudharib/fund manager, has used the Plaintiff's funds as one of the shahibul maal for real businesses as stated in the Plaintiff's lawsuit. However, due to the decline/losses suffered by the businesses managed by the Defendant in October 2010, the Defendant was unable to distribute profits and return the Plaintiff's deposits, including the deposits of other depositors (M. Marfu'ah, personal communication, Mei 2013).

The Plaintiff's material loss of Rp 250,000,000 (two hundred and fifty million rupiah) on the Family Needs Deposit (Si Penjaga) must be reduced or not paid in full, because in September 2011, the Plaintiff had pawned the Term Deposit Certificate dated May 10, 2010 to the Defendant's pawnshop business for Rp

50,000,000 (fifty million rupiah). The Defendant acknowledges that the object submitted by the Plaintiff, namely a plot of land and the buildings thereon as stated in Ownership Certificate No. 513 in the name of SW covering an area of 83 m2 located in Panggungharjo Sewon Bantul, is owned by the Defendant in the name of the Co-Defendant; 6. That the Plaintiff's claim for immaterial damages in the amount of Rp 100,000,000 (one hundred million rupiah) and a demand for a penalty (dwangsom) in the amount of Rp 100,000 (one hundred thousand rupiah) per day for late payment is unfounded and merely fabricated, therefore we request the Panel of Judges to disregard it.

Based on the above answers and considerations, the Defendant hereby requests the Panel of Judges examining case No. 0463/Pdt G/2011/PA Btl at the Bantul Religious Court to issue a fair and just decision that is in the best interests of the Defendant. Based on the Defendant's response, the Plaintiff did not provide a reply (replik), nor did the Defendant provide a reply (duplik), even though both parties to the case were given the opportunity to do so. The panel of judges conducted an on-site inspection of the seized collateral on August 26, 2011, and issued an interim decision No. 0463/Pdt.G/2011/PA Btl dated September 12, 2011, which essentially granted the Plaintiff's request for seizure of collateral (M. Marfu'ah, personal communication, Mei 2013)

The Judge's Basis for Considering a Breach of Contract Lawsuit in a Muḍârabah Agreement

Based on the subject matter described above, the Bantul Religious Court has jurisdiction over the settlement of sharia economic disputes, in accordance with Article 49, letter i of Law No. 3 of 2006 concerning Religious Courts and Article 10 paragraph (1) of the Judicial Authority Law. The dispute over breach of contract in case Nomor 0463/Pdt.G/2011/PA.Btl arose due to the ambiguity of the agreement between the two parties regarding the nomenclature of the contract or the contract itself. However, the business transactions carried out by BMT ISRA operationally apply a savings transaction system to guarantee family needs with a profit-sharing concept. However, in Islamic contract law, both parties should specify or mutually agree on what has been transacted (R. Rosmaliah, personal communication, April 25, 2013).

As stipulated in Article 1320 of the Civil Code regarding the requirements for a valid contract (agreement), four conditions are required:

a) agreement between the parties binding themselves;
b) competence to enter into a contract;
c) a specific subject matter;
d) a lawful cause (*Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie)*, n.d.)

Therefore, the judge claimed that with his understanding and in-depth knowledge of the case based on his legal expertise, it could be concluded that the Islamic economic dispute brought by the customer against the Director of KSU BMT ISRA was based on a muḍâbahah muthlaqah contract (R. Rosmaliah, personal communication, April 25, 2013)

Every clause in an Islamic business transaction should be carried out openly, such as a muḍârabah contract, whether it is multaqah (unrestricted investment) or muqayyadah (restricted investment) (Razi, 2013).

Specifically, muḍârabah is the transfer of capital by the owner (shabibul maal) to the capital manager (muḍârib) as business capital to be managed, while the profits (from the business) are divided according to an agreed ratio (Az-Zuhaili, 1985). The agreement between the two parties (shâhibul maal and muḍârib) is that one of them, shâhibul maal (the owner of capital), entrusts his capital to muḍârib (the manager) to be traded with a profit sharing arrangement as agreed upon (Sabiq, t.t).

In this regard, mutlaqah is a form of cooperation between shahibul maal and mudharib that has a very broad scope and is not limited by provisions regarding the type of business, time, business area, form of management, and business partners. Meanwhile, Muqayyad is the opposite of mutlaqah, which means that Muḍârib is limited by provisions regarding the type of business, time, business location, and so on (Az-Zuhaili, 1985). In the Compilation of Sharia Economic Law, Article 233 states that: Agreements regarding business activities to be carried out may be absolute/unlimited or limited to certain business activities, certain places, and certain times (*Kompilasi Hukum Ekonomi Syari'ah*, 2011).

From the judge's considerations in this case, the judge did not grant the Plaintiff's claim for compensation for immaterial damages amounting to IDR 100,000,000 (one hundred million rupiah) and requested a penalty payment (dwangsom) of IDR 100,000 (one hundred thousand rupiah). This was imposed on the Defendant (BMT ISRA) because it was unable to provide the profit share until the trial process took place due to the Defendant's financial condition.

Based on the National Sharia Council Fatwa Number 17/DSN-MUI/IX/2000 concerning Sanctions on Customers Who Are Able to Pay but Delay Payment, it is explained that compensation (ta'widh) is caused by:

1.) The sanctions referred to in this fatwa are sanctions imposed by LKS on customers who are able to pay but deliberately delay payment;
2.) Customers who are unable to pay due to force majeure shall not be subject to sanctions;
3.) Customers who are able to pay but delay payment and/or do not have the will and good faith to pay their debts may be subject to sanctions;
4.) Sanctions are based on the principle of ta'zir, which aims to make customers more disciplined in fulfilling their obligations;
5.) Penalties may take the form of a monetary fine, the amount of which is determined by mutual agreement and established at the time the contract is signed (Razi, 2013)

Article 1254 of the Civil Code explains that all conditions aimed at doing something that is impossible to carry out, something that is contrary to good morals, or something that is prohibited by law are void and result in the agreement on which they are based being invalid.

In addition, Article 1255 states that a condition that aims to do something that is impossible to do does not invalidate the agreement on which it is based. Article 1256 also explains that all agreements are void if their implementation depends solely on the will of the bound person. However, if the obligation depends on an act whose performance is within the power of that person, and that act has occurred, then the obligation is valid. Furthermore, Article 1257 states that all conditions must be fulfilled in the manner intended and desired by the parties concerned (*Kitab Undang-Undang Hukum Perdata (Burgerlijk Wetboek Voor Indonesie)*, n.d.)

Meanwhile, the judge at the Bantul Religious Court did not grant the Plaintiff's request for dwangsom (coercive fine) as stipulated in the Reglement op de Burgerlijke Rechtsvordering (RV3), Articles 606a and 606b.

In this case, the judge prioritized the aspect of fairness, because the Plaintiff was no longer able to pay the ratio according to the initial contract. As Cik Basir argues, the main function of imposing a penalty in a judge's decision is to put psychological pressure on the defendant/convicted person so that they are forced to voluntarily comply with the judge's decision once it has become final and binding (inkracht), thereby eliminating the need for compulsory enforcement (Basir, 2021). Therefore, all provisions contained in the RV, including regulations concerning dwangsom institutions, are no longer valid and should not be applied in judicial practice, particularly in Religious Courts (Basir, 2021).

In this regard, the considerations refer to the Qur'an, the Compilation of Sharia Economic Law, Fiqh Rules, in addition to referring to the Technical Guidelines for Administration and Technical Guidelines for Religious Courts.

The considerations of the religious court judge in this case refer to legal considerations, including:

1.) Considering that the basic operational concept of sharia economics in this case of muḍârabah default is:
    a. All transactions are not based on usury practices;
    b. The principle of business transactions is based on partnership (profit and loss sharing);
    c. The principle of halal and thayib business and trade;
    d. The principle of mutual consent;
    e. The principle of obligatory zakat.
2.) Considering that the Plaintiff's arguments, which have been corroborated by evidence P.2, P.3, P.4, P.6, and P.7, are the result of an agreement (contract) made by the Plaintiff and the Defendant;
3.) Considering that based on the aforementioned matters, it is clear that in the event of a sharia economic dispute between the Plaintiff and the Defendant relating to Muḍârabah, the Council must examine the contract (transaction) drawn up by the parties;
4.) Considering that an agreement is a contract between two or more parties, it will be used as a benchmark for the parties to perform or not perform certain legal actions;
5.) Considering that Muḍârabah - a quo in this case as stipulated in Article 22 of the Compilation of Sharia Economic Law and Decree of the Minister of Cooperatives and SMEs Number 91/Kep/M.KUKM/IX/2004 CHAPTER III Standard Operating Procedures (SOP) for the Management of KJKS (Sharia Financial Services Cooperatives) and UJKS Cooperatives (Sharia Financial Services Cooperative Units) business agreements are pillars and requirements in Mudharabah;
6.) Considering that the existence of this agreement is imperative as stipulated in the Technical Guidelines for the Administration and Technical Matters of Religious Courts (book II, revised edition 2009, p. 202);
7.) Considering that it is necessary to pay attention to the words of Allah in Surah al-Baqarah verse 282, which reads:

يا ايها الذين امنوا اذا تداينتم بدين الى اجل مسمى فاكتبوه (البقرة (٢) :٢٨٢)

O you who believe, when you deal with each other in transactions for a specified period, write it down (al-Baqarah [2]: 282).

8.) Considering that the Plaintiff cannot fulfill the requirements as stipulated in the applicable provisions as mentioned above, the Council deems that the Plaintiff cannot fulfill the requirements for the validity of an agreement (contract) that could result in the consequences as alleged, therefore the Plaintiff's lawsuit must be dismissed;

9.) Considering that the main issue argued by the Plaintiff is unacceptable, other matters related to it, even though they have been proven, are invalid according to the fiqh rule which states:

اذا سقط الأصل سقط الفرع

If the main issue is dismissed, then the branches are also dismissed (Zarqa, t.t)

10.) Considering that since this lawsuit was not accepted, the attachment placed on the object of attachment (Conservatoir beslag) must be lifted;

11.) Considering that the costs shall be borne by the Plaintiff as the losing party in this case;

12.) Taking into account all applicable laws and regulations as well as Sharia provisions relating to this case.

Based on the decision of the Bantul Religious Court judge, Defendant I and Defendant II are jointly and severally liable to pay the Plaintiffs the following amount: Ordering the Registrar/Bailiff of the Bantul Religious Court to seize: A plot of land and the buildings thereon as recorded in Freehold Certificate No. XXX in the name of SW, covering an area of 83 m2, located in Dongkelan, Panggungharjo, Sewon, Bantul, with the following boundaries:

- North: Land owned by PS
- East: Land owned by M
- South: Land owned by B
- West: Bantul Road

The Bantul Religious Court judge ruled that the Plaintiff's lawsuit was inadmissible and ordered the Registrar/Bailiff of the Bantul Religious Court to lift the seizure of a plot of land and the buildings on it as recorded in Ownership Certificate No. XXX in the name of SW, covering an area of 83 m2, located in Dongkelan, Panggungharjo, Sewon, Bantul, with the specified boundaries.

Based on the judge's considerations above, in the interests of legal justice, the Bantul Religious Court judge continues to provide considerations that are in line with the applicable laws as stipulated in Law Number 48 of 2009 article 5 paragraph (1), which states that judges are obliged to explore, follow, and understand the legal values and sense of justice that exist within society (*Undang-Undang Nomor 48 Tahun 2009 Tentang Kekuasaan Kehakiman*, 2009). From the results of an interview with Drs. Marfu'ah, a member of the Council, it was found that in order to resolve sharia economic disputes, judges tend to refer to Law No. 3 of 2006 as their absolute authority, the Qur'an, Hadith, Ijma' of the Ulama in classical books, muâlamah al syar'iyyah and legal products produced by DSN-MUI, Fiqh Rules, referring to the Technical Guidelines for Administration and Technical Religious Courts which are used as a reference when deciding sharia economic disputes, particularly in the researcher's case concerning the Muḍârabah contract dispute

(Term Deposit for Family Needs; Sharia Economic Dispute Case No. 0463/Pdt.G/2011/PA.Btl) (M. Marfu'ah, personal communication, Mei 2013).

In this case, the Bantul Religious Court judge demonstrated sensitivity in applying Islamic economics to the operational review of the BMT ISRA (BMT Islam Sejahtera) Microfinance Institution, which was found to be inconsistent with Sharia business principles as outlined in the Qur'an, Hadith, and Ijma' (consensus) of the scholars (R. Rosmaliah, personal communication, April 25, 2013). Based on the results of research conducted in the field, it was found that the basis for consideration in this case of default was still lacking, as it did not include sources from hadith, Fatwa DSN-MUI, and the views of classical scholars. Although it was also acknowledged that there were still limitations in the sources of substantive law, which were not regulated in a rigid and comprehensive manner as guidelines for judges in deciding disputes over default claims (Razi, 2013).

The Expertise of Judges in Breach of Contract Cases at the Bantul Religious Court

In carrying out the process of making legal considerations, judges are required to prioritize high dedication and collective ijtihad jama'i between the Chief Justice and the judges, so that justice can be served to both the object and subject of law in the courtroom. Regarding the condition of the judges in relation to the decision in case No. 0463/Pdt.G/2011/PA.Btl, according to the statements of Mr. Drs. Akhbaruddin, M.S.I, as Junior Associate Judge, and Mr. Drs. HM. Jalaluddin, SH., MH, as Member of the Panel of Judges of the Bantul Religious Court: *In practice, judges tend to focus more on collective ijtihad (jama'i). Although previously there were still differences of opinion among the judges themselves (the chief justice and associate justices). Therefore, the judges were given the opportunity to deliberate. On the other hand, decisions that have been unanimously agreed upon are confidential* (A. Akhbaruddin, personal communication, 2013)

Meanwhile, according to the results of an interview with Mr. Jalaluddin, it was explained: *Collective ijtihad related to sharia economic disputes handled by the Bantul Religious Court was carried out so that the trial process, from the hearing to the decision, would not be biased and would touch on a sense of justice for the disputing parties. Therefore, the majority opinion of the judges hearing the Sharia economic dispute, particularly regarding the breach of contract in the Mudarabah agreement, was taken into consideration* (J. Jalaluddin, personal communication, June 16, 2013)

Based on the judge's interview above, the study in these circumstances is not limited by the stagnation of knowledge in handling contemporary legal cases. This is done to narrow down and reduce errors in legal conclusions (Ahmad, 2022). In line with the views of Al-Tayyib Khuderi al-Sayyid, collective ijtihad (jama'i) is an ijtihad activity that involves various disciplines in addition to fiqh itself in accordance with the legal issues handled by judges (Effendi M. Zein, 2017).

In addition, in the interests of legal justice, the Bantul Religious Court judge still provided considerations that were in line with the applicable laws as stipulated in Law Number 48 of 2009 article 5 paragraph (1): *Judges must explore, follow, and understand the legal values and sense of justice that exist within society*.

In this regard, judges personally refer to the provisions of the Qur'an, Hadith, and the products of the ijtihad of the Ulama, but do not exclude the ijtihad

of each individual judge (ijtihad fardi) with a set of Islamic legal knowledge that they have mastered. This is because many of these issues are left to the discretion and guidance of the scholars in their ijtihad, including laws that already have texts, most of which are not definitive in their legal guidance (zhanni dadalah), and the scholars then derive the basis for these texts from their meanings (Djalil, 2012).

The scientific basis of judges cannot be separated from the theories they learned during their college studies. Judges are required to pursue a master's degree in Sharia Business Law at the Islamic University of Indonesia. Judges are required to master both classical and contemporary texts related to Sharia contracts. This is to support the scientific basis of judges and keep them up to date with the increasingly complex dynamics of Sharia financial issues. *Of course, judges have their own fields of expertise, especially when referring to the rules of the Qur'an, Hadith, laws, DSN-MUI fatwas and books of scholars (one of which is Kitab Al-Bajuri juz II), KHES, Civil Code, HIR, and other supporting reference books* (J. Jalaluddin, personal communication, June 16, 2013)

Based on the findings of Busyro Bin Mustahal's research, 13 judges from various locations participated in the socialization program for Law No. 3 of 2006. Of the many judges who participated in the socialization program, preparations were made to examine Sharia economics by competent institutional resources in the resolution of Sharia business disputes (Bin Mustahal, 2007). The availability of books on Sharia economics sent directly by the Indonesian Supreme Court regarding papers, various judicial magazines regularly sent by the Indonesian Judges Association (IKAHI), and a quarterly magazine for judges of the Religious Court, Suara Udilag (Bin Mustahal, 2007).

In the context of the judge's approach to understanding Sharia contract clauses, according to the statement of Mrs. Dra. Rosmaliah, M.S.I., as Junior Associate Judge TK IV/b: *The judges referred to Law No. 3 of 2006 as their absolute authority. The judges' approach was in line with the dispute resolution mechanism that would be handled. The basis for consideration used. The factors underlying the dispute over the contract. Finally, the strengthening of the SDI, which must have a thorough understanding of how to interpret and understand the sharia contract law under its authority* (R. Rosmaliah, personal communication, April 25, 2013)

Ahmad Rifai's view reinforces the above findings, namely that judges are given the right to interpret clear explanations of legal texts or laws so that the scope of the rules in the juridical approach can be applied to specific legal events, especially the absence of nomenclature in the contract applied by KSU BMT ISRA. On this basis, the judge's interpretation is an explanation that must lead to the implementation of legal regulations that are acceptable to the community regarding the events that have occurred in order to realize the function of positive law. In addition to preventing vague norms, the aim is to discover the intention of the legislator (Rifai, 2010).

V. CONCLUSION

The case of default dispute was decided by the Bantul court judge as an effort to find justice between the customer and the BMT management. The judge considered that the nomenclature of the contract must be clarified at the beginning of the contract. In his consideration, the judge clarified that the contract between

the two parties was actually a mudarabah mutlaqah contract. The judge's decision did not grant compensation, either material or immaterial, to the plaintiff, nor did it grant coercive damages (dwangsom). The judge's decision was based on the Compilation of Sharia Economic Law in accordance with PERMA Number 02 of 2008 in conjunction with PERMA 2 of 2016, as well as the Qur'an, Fiqh Rules, Kep-Men -Kop and UKM No. 91/Kep/M.KUKM/IX/2004 regarding the SOP for the Management of KJKS and UJKS Businesses, as well as the Technical Guidelines for the Administration and Technicalities of Religious Courts.

In terms of the judge's scientific knowledge related to this breach of contract case, it was obtained in college by studying Sharia business law material as an instrument of knowledge in his ijtihad reasoning on disputes related to Sharia contracts. In addition to referring to positive law, this is due to the lack of substantive legal sources that have not been fully and rigidly regulated in the context of litigation or adjudication regarding Islamic economic disputes in the Religious Court.

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