

## Principles of Legal Settlement in Sharia Contracts

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### ABSTRACT

*Contracts in Fiqh Law have several terms, the focus of which is on a complete understanding of the concept of contract (al-'aqd). The term al-'aqd is defined as an agreement or contract in Islamic civil law. The contract referred to here is the nature of the given syarak for the contract based on the fulfillment of the pillars and their conditions, so that resolving the dispute problem can be done using Litigation (Religious Court) or by non-litigation. The Religious Courts are Case Settlement Institutions if there is a dispute in this Sharia contract which is detrimental to one of the parties.*

### KEYWORDS

*Principles; legal settlement; contracts; sharia*

### INTRODUCTION

Contracts in Sharia are very different from the conventional concept of contracts. The concept of contract in Sharia has its own characteristics, which are based on monotheism, through the concept of monotheism in all aspects of human life within the corridor of Allah's sovereignty, so that people who are active in the world, including in making contracts, cannot do as they please, ignoring the values of faith (aqidah). There are several terms in Islamic law that refer to agreements. Specifically the word mitsaq, 'ahd (al-'ahd), and contract (al-'aqd). The term al-'ahd means message, command, and promise or agreement. The Qur'an uses the word al 'ahdu in the agreement between a man and God<sup>1</sup>. Wa'dah means a promise to do something in the future.<sup>2</sup> The word "ahd" is used in two senses in the Qur'an (Mansuru). (17): 34) and "(but the believer) he is the one who keeps the agreement he has made" (Surah Al-Baqara (2): 177) In fiqh, these terms have different meanings and connotations. Likewise, the terms wa'ad, 'aqad and 'ahd can be said to have the same meaning in general, but from a practical point of view, these laws have different goals and consequences<sup>3,4</sup>.

Akad in sharia contract law is a minor obligation except by two parties. This is the meaning of the words of the agreement by Fukaha, which comes from the two Signing Countries, namely Ishaab and Sigat Kabul. This is the meaning of Akad in fiqh books<sup>5</sup>. Based on the definition of the meaning of the contract, it can be drawn the difference between the definition of the contract according to Islamic jurisprudence and the law. First, the understanding of the contract according to the fuqaha arises from thematic tendencies, where the understanding is formulated in two wills that arise from something that is in

<sup>1</sup> Djamil, F. (2012). Application of Agreement Law in Transactions at Islamic Financial Institutions. Jakarta: Sinar Grafika.

<sup>2</sup> *Ibid*

<sup>3</sup> *Ibid*

<sup>4</sup> Amin, Z., Burhanuddin, B., Shadiq, T. F., & Purba, A. S. (2021). How The Choice of Academic Majors and Students' Future Achievements According to The Talent Path. *Nazhruna: Jurnal Pendidikan Islam*, 4(3), 672-684.

<sup>5</sup> Dabu, I. F. (2008). Al-Iqtishaq al Islami Dirasah wa Tathbiq. Aman: Dar al Manahij li Nashr wa al Tawzi.

accordance with the theory of implicit will, secondly, in the fiqh sense, the contract is defined by the reality of Sharia, namely a definitive relationship determined by sharia. (law makers) is achieved between two parties, while in the sense of contract legislation it is defined by material reality, namely an agreement or meeting of two wills<sup>6</sup>.

In the Indonesian context, the meaning of a contract can be found among others in Law Number 21 of 2008 concerning Islamic Banks and Law Number 19 of 2008 concerning SBSN and KHES, where both UUPS, UUSBSN and KHES use the following terms: Use as Equivalent with a fixed term contract. Article 1 Sharia Banking Law as referred to in Number 13: "Akad is a written agreement between a Sharia Bank or UUS and another party that contains the rights and obligations of each party by Sharia principles.<sup>7</sup> In the context of contract law in the traditional contract system based on Article 1313 of the Civil Code, compare the meaning of contract in fiqh (Islamic law) with the meaning of contract in civil law, a contract is an agreement made between one or more people and binds another person or persons. An agreement is an event where one person promises something to another person, or two people promise to do something to each other<sup>8</sup>.

The agreement in question is still a very broad understanding of the agreement because the agreement is only a one-sided agreement and does not involve binding the parties. Therefore, the contract must state that the parties must bind each other in order for a legal relationship to arise between them. In terms of contracts, civil law is complementary and not the main law<sup>9</sup>. In connection with the understanding of contract law in the legal literature, various terms are used other than the term "contract law" which is often used as a reference to describe the legal arrangements for legal transactions in society. Some use the terms "law of liability", "law of contracts" or "law of contracts". Each of these terms has a different meaning<sup>10, 11</sup>. The term liability law is commonly used because a transaction results in an event that requires action.

The characteristics of Sharia contracts are part of the Islamic economic system (Sharia economy). Of course, the existence of the characteristics of a Sharia contract is within the framework of the characteristics of the Sharia economic system. The nature and characteristics of the Islamic economic system are very different in the essence and characteristics of economic law which are based on liberalism and socialism, which are based on the principle of capital to act<sup>12</sup>. Consequences occur in contract law. What is meant by contract law here is how Syarak gives a contract based on the fulfilment of the pillars and conditions. Based on this nature, the contract is divided into a valid contract that must be fulfilled (binding) by both parties, or an invalid contract so that it is not mandatory to fulfill it.

Contracts in the Sharia agreement legal system have a more specific meaning, namely the bond of two or more parties that causes legal consequences. The existence of the sharia contract, which concerns whether it is legal or not and matters related to it, becomes understood in relation to the competence of the religious courts in resolving cases that arise

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<sup>6</sup> *Ibid*

<sup>7</sup> Yasardin, H. (2018). Principle of Freedom of Contract Sharia. Jakarta: Prenada Media Grup.

<sup>8</sup> Subekti. (2010). Legal agreement Islamic Economic Dispute Resolution Theory and Practice. jakarta: Kencana.

<sup>9</sup> *Ibid*

<sup>10</sup> Dewi, G. (2006). Islamic Association Law in Indonesia. Jakarta: Kencana Prenada Media Group.

<sup>11</sup> Wantu, F. M., Mahdi, I., Purba, A. S., Haris, I., & Amal, B. K. (2021). The Law on Plant Protection, an Effort to Save Indonesia's Earth: A Review of International Publications. *International Journal of Modern Agriculture*, 10(1), 867-879.

<sup>12</sup> Ali, Z. (2008). Sharia Economic Law. jakarta: sinar grafika.

between the parties, for example, due to elements or aspects of coercion or deception in the contract that give birth to injustice and harm one of the parties.

## **RESEARCH METHODS**

The study in this research is a normative legal study sourced from law and the Qur'an. This study tends to use secondary data in the form of primary and secondary legal sources. The main source of law is the laws and regulations relating to the principles of a legal settlement in sharia agreements. Secondary legal sources are the opinions of legal experts from the literature that supports the system of thought and analysis studied related to sharia contract law. Secondary legal materials related to this research, dissertations, dissertations, journals, essays, research reports, and others that are relevant to the subject matter of this research are related to sharia agreements. The research uses the normative method so that all explanations related to the problem can be explained in depth.

## **RESULTS AND DISCUSSION**

### ***Conventional and Sharia Contracts***

In conventional agreements there are legal conditions that must be met as contained in Article 1320 of the Civil Code:

1. Agreement or Agreement of the Parties

Agreement means that the parties to the agreement must agree, that is, agree on the main points of the agreement made. What is wanted is what the other person wants, so we seek reciprocity.

2. Jurisdiction of the Parties in the Implementation of the Agreement

Jurisdiction as referred to in Article 1320 of the Civil Code is the ability to carry out legal actions. A person entering into a contract must have legal capacity under the law. In principle, according to the law, every mature and reasonable person has a legal capacity. According to Article 1320 of the Civil Code, those who have legal standing are 21 years old or under 21 years old but are married or married.

3. Special Items

Special Goods Based on Article 1320 of the Civil Code, the third condition is the implementation included in the contract. In a contract, it means that a certain thing is defined as a type or kind of goods or goods. For those already owned or held by the interested party at the time of contract closing, there is a legal obligation and no information on the amount required.

4. The lawful reason

Because the causal relationship is the content of the agreement itself, and what is not against the law is against the law, public order, and morality, as regulated in Article 1337 of the Civil Code.

The terms and conditions are divided into two groups. First, there are subjective terms, which relate to the subject matter of the contract, including the agreement of the contractor and the capabilities of other parties, and objective terms, which relate to the subject matter of the contract itself, including its specific content objects or valid reasons<sup>13</sup>. According to Section 1338 Para.3 of the BGB, the contract must be executed in good faith and the words of Section 1338 Para. Because the fact of "good faith" after the contract has been determined by the legal clause section of Article 1320 of the Civil Code, the fact of good faith is only required at the time of execution of the contract, not when the contract is

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<sup>13</sup> Hernoko, A. Y. (2010). Contract Law: The Principle of Proportionality in Commercial Contracts : Asas Proporsionalitas dalam Kontrak Komersial . Jakarta: Kencana.

made. contract closing time. Sharia Contracts According to most scholars, as described by Elizabeth Jackson Moore, all contracts must meet the following elements<sup>14</sup> :

1. The person making the transaction must be of sufficient age and in good mental health
2. The subject of the contract must be legal and useful.
3. Contracts should not be made relying on terms relating to future events, and both parties must agree to any agreement reached.
4. In the sales contract, the price must be agreed and (definitely) clearly stated.

A detailed concrete description of the conditions of Ijab and Kabul in the traditional Fikh tradition includes seven conditions of Ijab and Kabul for the completion of the agreement:

1. Knowledge of the contents of the contract.
2. Compatibility of Kabul and Ijab
3. The inseparability of Ijab and Kabul
4. No kidding
5. Naik Ijab and Kabul may be waived on conditions that waive the terms of the contract or are guaranteed in the future.
6. Covenant Ritual Unit
7. Pronunciation of Shigat Ijab and Kabul Madi Pronunciation that shows the past meaning.

Khiyar (option right) in a contract is very important because it can affect the validity of a contract. The purpose of establishing khiyar rights in Islamic law for those who carry out civil transactions is to ensure that the parties to their transactions are not harmed and that the intended benefits of the transaction are achieved as far as possible<sup>15</sup>. Basically, there are two types of khiyar rights related to origin or origin:

1. Khiyar from Syarak like Khiyar al-Majlis, Khiyar Ayb and Khiyar Rukyah.
2. Khiyar obtained from both sides of the contract Khiyar al Syarth and Khiyar al-ta'yn.

The existence of the right of transportation has its weaknesses in terms of transaction certainty. In other words, the existence of bearer rights is unrealistic because it implies transaction uncertainty. However, in terms of transactional satisfaction, the existence of khiyar rights is the best way to achieve the satisfaction of the transacting parties<sup>16</sup>. The legal consequences of the ruzam (binding force) of the contract, according to the Hanafi and Maliki schools, occur when the contract (ijab Kabul) is completed, but according to the Syafii and Shafi'i scholars, it occurs only after the To-do. The contract ceremony has ended. Comparing the opinions of both parties, the opinion that the contract has legal effect seems most appropriate. The reason is, the two parties involved in the contract are actually showing their agreement at this time<sup>17</sup>.

In addition to the duration of the contract, there are also reasons for the termination of a contract. In the first case, when one of the parties violates the contract, the other party can sue him through the courts to continue the contract. The second case holds the goods sold so that the buyer submits the price in the latter case, for example there is a khiyar contract. When the buyer does not provide the price within three days, there is no sale and purchase. Here are some of the contract termination processes :

1. Unusual contract termination process

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<sup>14</sup> *Ibid*

<sup>15</sup> Ghazaly, A. r. (2010). *Fiqh Muamalat*. Jakarta: Kencana.

<sup>16</sup> *Ibid*

<sup>17</sup> Ayub, M. (2009). *Understanding Islamic Finance : A-Z Keuangan Syariah*. Jakarta: Gramedia Pustaka Utama.

This extraordinary contract was made not only by both parties but also by one party. In the first case, such as the Wadi'ah, 'Ariyah, Syrkah and Wakalah contracts, the contract ends with one of the parties choosing Faskh. In this case, in wakala contracts, as in other contracts, if the rights of another person depend on the death of one of the parties in the contract, then it is excluded. The second case is similar to mortgages and insurance contracts. In this case, the mortgage lender and the insured can choose Fasakh because the guarantee expires on the death of the mortgage lender. In this case, the collateral is sold to pay off the debt.

2. The process of terminating a stopped contract

This contract allows the contract to expire, if the owner has the right to transfer the property, the trustee will not allow the contract to be made by someone under his guardianship<sup>18</sup>. Several things can break a contract. This is important because it relates to the jurisdiction of religious courts in resolving disputes over sharia economic cases. A contract can be considered void or at least terminated if one of the following occurs: coercion (intimidation, al-ikrah), error in the subject of the contract (ghalath), fraud (tadlis), or non-compliance (taqrir). Contractual Goals and Imbalances Contractual goals (Gabang) are accompanied by fraud (Tagrir). Contract in the Sharia law system has a more specific meaning: the power to bind two or more parties with legal consequences. The Sharia contract is based on the principles by which Sharia contracts have characteristics that can show their identity as part of Sharia economic activity so that the point of difference is clear with contracts in the conventional economic system.

Indonesian civil law under Article 1338, like Islamic law, provides freedom to make agreements within certain limits. However, there are differences between the two, and under Indonesian civil law, freedom of contract is limited by law, decency, public order and morality. In the Sharia economic system, Sharia provisions (Al-Quran and Hadith), including Sharia Principles<sup>19</sup>. The Principle of Freedom of Contract in Islamic and Civil Law), restrict the freedom to make agreements in three aspects. Freedom to decide what to contract, freedom to decide what to do, and freedom to decide how to settle disputes that arise.

In fact, before the amendment to Law Number 7 of 1989, law enforcement of business contracts in Islamic financial institutions referred to the provisions of the Civil Code, a translation of Burgerlijk Wetboek (BW), namely the Dutch Civil Code. The legal code responsible for its enforcement in the Dutch East Indies colony since 1854. Thus, the concept of engagement law and Islamic law no longer functions in the practice of legal processes in society, as BW applies<sup>20</sup>. Regarding Law Number 50 of 2009 concerning the Second Amendment to Law Number 7 of 1989 concerning Indonesian Religious Courts, Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts is enacted, which empowered ) religious courts in resolving sharia economic cases<sup>21</sup>. Article 49 of this Shariah mandate for the settlement of economic disputes is defined. Article 49 does not mention Sharia economics as an activity or business carried out by Islamic Sharia teachings, but as an activity carried out by Sharia principles wider.

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<sup>18</sup> *Ibid*

<sup>19</sup> Rivai, V. (2011). *Islamic Transaction Law in Business from theory to practice*. Jakarta : Bumi Aksara.

<sup>20</sup> *Ibid*

<sup>21</sup> Praja, J. S. (2012). *Sharia Economics*. Bandung: Pustaka Setia.

## **Agreement Principles**

### 1. Principle Ilahiah

There is no act or human action that escapes the provisions of Allah SWT. like QS. al-Hadid (57): 4 So he is with you wherever you are. And Allah sees what you do." Muamara's activities include acts of unity and never deviate from the values of monotheism.

### 2. Permissibility Principle

There's a law that says, "Basically, you can do anything until you have evidence to the contrary." Hadith Sharia al Bazar et at-Tabrani, Meaning: "What Allah allows is lawful, what Allah forbids is unlawful, and all that is silent is forgiven. Accept it, indeed Allah does not forget anything." Hadith Daruquthni Sharia, Hasan from an- Nawawi, Meaning: Verily Allah has mandated some obligations, so do not waste them. Also, Allah has set some limits. Do not argue with them because Allah has forbidden something. God is hiding some things. So don't talk about him. The two hadiths above show that everything is permissible permissible.

### 3. The Principle of Justice

In QS. Al-Hadid (57): 25 It is said that Allah said: That means: This is also stated in the QS. Al A'raf (7): 29 means "My Lord has commanded me to do justice." On this basis, the parties are obliged to honestly express their wishes and circumstances, to fulfill the agreement and to fulfil all their obligations.

### 4. The Principle of Equality and Equality

Muamara relationships are made to meet the needs of human life. Some people are often better than others. Therefore, every human law has advantages and disadvantages. Therefore, people must compensate for each other's shortcomings with their strengths. After entering into a contract, the parties determine their respective rights and obligations based on the principles of justice and equality.

### 5. The Principle of Honesty and Truth

If this good faith is not applied to the contract, it will damage the legality of the contract and cause disputes between the parties. QA al-Ahzab (33): 70 means: "O you who believe, fear Allah and speak the truth.", can be said to be true. environment.

### 6. Written Principles

The agreement must be in writing so that it can be used as evidence in the event of a dispute in the future. QS. al Baqarah (2); 282-283 It can be understood that Allah SWT encourages people to agree in writing and present witnesses and hold accountable the person who made the agreement and the person who is a witness.

### 7. The principle of good faith

This principle can be derived from BGB 1338 Para. 3. This principle means that in order to achieve the objectives of the contract, the parties to the contract must perform the principal or services of the contract on the basis of firm belief and good faith of the parties.

### 8. The principle of benefits and benefits

This principle is not regulated in the Qur'an or hadith, but means that all agreements made must bring benefits and benefits to both the parties making the agreement and the surrounding community.

### 9. The principle of consensualism

In QS. An-Nisa (4): 29 In other words: "O you who believe, do not eat other people's property in a vain way, except by agreement between you. by mutual or voluntary agreement between the parties, otherwise the transaction will be carried out in vain, Section 1320 of the Civil Code, Part 1 of this article stipulates that one of the conditions

for a valid contract is the agreement of the parties. The principle of consensus is the principle that agreements are generally not formalized and that the consent of both parties is sufficient.

10. The principle of freedom of contract

Islam gives freedom to parties to form alliances. The form and content of the contract is determined by the parties. If the form and content are agreed upon, then the agreement is binding on the parties to the agreement and all rights and obligations must be implemented.

11. The principle of the agreement is binding.

This reason comes from the hadith of the Prophet Muhammad SAW. This means "Muslims are bound by agreements (clauses) except those that forbid what is lawful or do what is unlawful." From the above hadith it is clear that whoever enters into an agreement is bound by the terms of the agreement agreed with the other party in the agreement.

12. Principle of Balance of Achievement

This basis means the necessary basis for the implementation and enforcement of the agreement by both parties.

13. The Principle of Legal Certainty

In QS.al-Maidah (5): 95 we understand that Allah forgives what happened in the past. From the verses above, we can conclude that the principle of legal certainty is that no act can be punished except by the force of the provisions of the laws and regulations that apply to the act. The principle of legal certainty is related to the outcome of the contract. In this case, the judge or third party must respect the contents of the contract made by the parties, as appropriate, and must not interfere with the contents of the contract made by the parties. The principles of Pacta Sunt Servanda are summarized in Article 1338(1) of the Civil Code".

14. Personality Principle

The Principle of Personality is the principle that stipulates that a person enters into or enters into a contract only for personal gain. This can be understood from the sound of Articles 1315 and 1340 of the Civil Code. Article 1315 of the Civil Code reads as follows: On the other hand, Article 1340 of the Civil Code states that "an agreement is only valid between the parties who entered into it".

15. The Principle of Freedom of Contract

The principle of contractual freedom in traditional economic sharia, as enshrined in civil law, is limited to morality, public order, and restrictions that are not contrary to law.<sup>22</sup>

Fiqh Muamara can thus be developed dynamically to meet new contemporary economic challenges. Considering the increasingly widespread and diverse pattern of business based on sharia economics, the aspects of legal protection and the application of contract principles or contracts in contracts in sharia financial institutions are important to implement. The contractual relationship that underlies all transactions is based on the Islamic right under which the contract will be executed, so contracts used in Islamic banking and other non-bank Islamic finance have mundane and Ukhrawi consequences (Antonio, 2010).

### **Agreement Principles**

Interaction with the Islamic economy, especially commercial transactions with Islamic financial institutions, does not always run as smoothly as economic actors want. Although

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<sup>22</sup> *Ibid*

it is regulated by law, agreements have been reached and agreed between economic entities. There was no intention to deviate from the agreement at first, but deviations will occur in the next step. In the implementation of sharia economic activities, if there is a contradiction, it becomes a sharia economic conflict. Most of the causes of controversy in the Shari'ah economy stem from disagreements between individuals or groups who have a relationship due to obstruction or violation of their rights. Disputes arise from situations or conditions where one party feels aggrieved by the other party<sup>23</sup>.

The occurrence of this dispute is generally due to fraud or broken promises by the parties, or because one of the parties fails to keep what was promised/agreed but not as promised, and one of the parties feels aggrieved<sup>24</sup>. The process of closing contracts in Islamic financial institutions is based on Islamic law, so contracts executed have secular and otherworldly consequences. Products produced by all Islamic financial institutions are not separated from the trading process called Muamalah 'aqd referring to fiqh<sup>25</sup>. It is profit oriented.

Difficulties in contracting or enforcing contracts because the parties did not exercise due diligence in prior negotiations and did not have the expertise to set contract standards that were safe, fair, efficient, and not honest or trustworthy. About this paradigm, there are several forms of contracts that can cause controversy, so the following forms of contracts must be considered:

1. One of the parties finds that the terms of the contract have not been met and requests termination of the contract.
2. When one of the parties terminates the contract without the consent of the other party, and the difference in interpretation of the contents of the contract between the parties causes a dispute.
3. One of the parties does not perform the promised service.
4. The occurrence of illegal acts.
5. Unexpected danger or force majeure at the time the contract is concluded.
6. The principles of sharia commercial law dispute resolution.

### ***Settlement of Disputes in Sharia Contracts***

Broadly speaking, there are two systems of sharia economic dispute resolution:

1. Litigation, namely the settlement of disputes that are settled in court using various procedural laws;
2. Non-conflict, namely the settlement of disputes that are resolved outside the judiciary.

If Law Number 3 of 2006 concerning amendments to Law Number 7 of 1989 concerning the Religious Courts states that the Religious Courts are courts for Muslims, the consequences for the Religious Courts are The court that regulates the judiciary and settlement of civil cases in the form of sharia economics, including disputes over sharia banks, sharia microfinance institutions, sharia insurance, sharia funds, sharia bonds, sharia loans, sharia pawnshops, sharia trading, disputes. the settlement is by the provisions of the contract and does not conflict with sharia principles<sup>26</sup>.

This is a basic principle in the handling and settlement of sharia economic cases in religious courts. This is also stated in the Supreme Court Regulation No. 1. Section 14 Section 1 Section 3 2016. However, in an Islamic society, disputes must be resolved in court, but disputes can be resolved through deliberation or kinship. or settlement of sharia

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<sup>23</sup> *Ibid*

<sup>24</sup> Suadi, A. (2017). *Islamic Economic Dispute Resolution Theory and Practice*. Jakarta: Kencana.

<sup>25</sup> Dewi, G. (2007). *Legal Aspects in Islamic Banking and Insurance in Indonesia*. Jakarta: Kencana.

<sup>26</sup> *Ibid*

contract disputes out of court, dispute resolution with the motto of win-win resolution and expecting a fast settlement, dispute resolution out of court through negotiation, mediation, conciliation, and arbitration<sup>27</sup>. The negotiation process is a reciprocal interaction towards the result, although initially, they have different goals, they use argument and persuasion to try to end their differences and arrive at a mutually acceptable solution<sup>28</sup>. The negotiation process itself is essentially a process of interaction between people, primarily direct verbal communication, but can also include a significant written component<sup>29</sup>.

Likewise with mediation, which is the solution. Mediation as an alternative to resolving disputes outside the court is not only recognized in Indonesian law but is also one of the best options among ADR schemes and forms. Dispute resolution through mediation must be preceded by the agreement of the parties to resolve disputes through mediation. Of the two methods, it is better to choose the first method. The mediation option is more successful because the disputing parties want mediation from the start<sup>30</sup>. The same applies to arbitration. This is an alternative dispute resolution that can also be done out of court. This arbitration is also available as an alternative to consumer dispute resolution based on consumer protection laws. There is also arbitration in which civil disputes are settled outside a general court based on an arbitration agreement reached by the disputing parties. The Indonesian National Arbitration Court (BANI) has been established based on the Decree of the Chamber of Commerce and Industry (KADIN) No. SKEP/152/DPH/1977. However, in an Islamic society, disputes do not always have to end in court but can be resolved through deliberation.

## CONCLUSION

Contracts in the Sharia agreement legal system have a specific meaning, namely the bond of two or more parties that causes legal consequences. Sharia contracts are based on the principle that they have characteristics that enable them to identify themselves as part of sharia economic activity. Contract dispute resolution is a process by which business actors resolve disputes or disputes between business actors. Disputes are an unavoidable consequence of the parties entering into a business contract, so we strongly recommend including a dispute resolution clause in any business contract. Various types of contract dispute resolution can be done through Litigation and Non-Litigation, namely Negotiation, Mediation, Conciliation and Arbitration.

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<sup>27</sup> Usman, R. (2003). *Out-of-court Dispute Resolution Options*. Bandung: Citra Aditya Bakti.

<sup>28</sup> Emirzon, J. (2001). *Alternative Dispute Resolution Out of Court*. Jakarta: PT. Gramedia Pustaka Utama.

<sup>29</sup> Naja, H. (2009). *Introduction to Indonesian Business Law*. Yogyakarta: Pustaka Yustisia.

<sup>30</sup> Miru, A. (2008). *Contract Law Contract Design*. Jakarta: Raja Grafindo Persada.

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