

LEGAL SATISFACTION OF CUSTOMER FINANCE IN THE RELATIONSHIP WITH THE NISBAH IN SYARIAH BANKING

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ABSTRACT:

In banking about the manner of syari'ah have been introduced some financial instruments as a substitute for an instrument bank interest .The instruments is an instrument put forward the principle for the net loss (profit and loss sharing). The advantage gained and loss suffered borne in together by the who transacts. Hence, both sides, who performs the transaction will look out for one another progress and setbacks business run. Of the principle of those from the most prominent is financing musyarakah. The development of financing that were distributed by syari'ah bank cannot circumvented with the advent of the society itself. Instances force majeure that befell customers of the financing in syari'ah bank need special attention in resolution resulting in the legal certainty customers itself.

The results of the study legal certainty customers financing musyarakah in relation to nisbah in banking about the manner of syari'ah, among others the determination of the amount the ratio of the determined based on types of businesses customers, not from a number whose value funded by the bank to customers. Bank in determining for outcomes types of businesses it is not the same proportion. When customers a loss of caused by because they were not omission customers though does not necessarily remove obligation customers to the bank and the bank did not participate bear loss arising not in accordance with the principle loss and profit sharing to financing musyarakah.

INTRODUCTION:

Law No. 21 of 2008 concerning Sharia Banking was formed in response to the increasing needs of the Indonesian people for Sharia Banking services. The products that are on the Shari'ah bank are classified based on four categories of agreements known in Islam. In syari'ah banking, each product issued is based on the principle of deposit, sale and purchase, lease, profit sharing, and a social contract (Anshori, 2007). Provisions of Article 1 Paragraph (25) letter (a), namely Financing is the provision of funds or claims equivalent to that in the form of: profit-sharing transactions in the form of mudharabah and Musyarakah, Syari'ah Bank and / or Syari'ah Business Unit and other parties that require the parties to be funded and/or given fund facilities to return the funds after a certain period in exchange for ujah , without compensation, or profit sharing. In article 36, namely in channeling financing and conducting other business activities, Sharia Banks and Sharia Business Units are obliged to use methods that do not harm the Syari'ah Banks and/or Syari'ah Business Units and the interests of Customers who entrust their funds. With the issuance of Law No. 21 of 2008 concerning Shari'ah Banking, the legal basis for mudharabah profit sharing financing agreements in shari'ah banking is getting stronger. Article 19 c which specify that shari'a Commercial Bank's business activities include financing channel for results based on Akad mudaraba, Akad Musharaka, or other Agreement which does not conflict with Shariah Principles. This positive legal basis regarding Musyarakah is regulated in Act No.10 of 1998 with implementing regulations for Bank Indonesia Board of Directors Decree No. 32/34

/ Kep / Dir dated May 12, 1999, article 28 point b.2.b. As described in appendix 6, it is contained in the National Sharia Council Fatwa No. 08/DSN-MUI/IV/2000, 13 April 2000

In making contracts/contracts, of course it will start with things that are fundamental, the parties will usually have a conversation with each other. Because if a contract is not clearly defined about something that is meant to cause new problems. (Richard Burton Simatupang, 2003). Freedom of contract when associated with modern problems, especially concerning sharia banking institutions, will have enormous implications because of the freedom in them, that is, everyone is free to make or not make new agreements by ignoring the agreements that already exist in Islamic legal texts or in the Act, because the law in principle only functions as an optional law . (Richard Burton Simatupang, 2003). Sutan Remy Sjahdeni argues that the principle of unlimited freedom of contracting can lead to injustice if the parties have unequal position power, because the agreements made are one-sided and often contain clauses that are unreasonably burdensome for one party. (Sutan Remy Sjahdeni 1993)

In practice Banking in Indonesia, often using a standard contract in the provision of credit facilities basically aims to provide practicality for the parties to the transaction, because it is not possible for the parties to the transaction, because it is not possible if the bank must negotiate the substance of the agreement with everyone who will become a debtor. Besides draining a lot of energy and thoughts, it will also take a long time, and even will be a difficulty in the administration and implementation of the agreement. The standard contract clearly outlines the rights and obligations of each party.

Problems arise when in practice the banks actually use it to suppress debtors by making burdensome clauses, or so-called exenoras

clauses, so that what happens is an imbalance in their bargaining position. On the one hand, the bank is in a strong position because it is domiciled as a party that has funds. On the other hand, debtors are so weak because they are "forced" to sign credit agreements because the need for credit is enormous. Whereas in contract law, a balanced position for the parties is a principle and is a form of freedom of contract. And this picture, customers need to be protected by positive Indonesian law.

Freedom to contract in Islamic law gives people the freedom to make contracts in accordance with what is desired by the parties, but to determine the legal consequences in religious teachings. This is to prevent the persecution of fellow human beings from happening through the contract and the conditions it makes. In Islamic treaty law, freedom of contract means that a person is free to make any kind of agreement and contains anything according to his interests within the limits of decency and public order, even if the agreement is contrary to the Articles of Agreement law. (Subekti, 1996)

The principle that is in the Sharia Bank in the Shariah economic system is a return system for its customers. The syari'ah bank return system is a profit-sharing system, namely the ratio (percentage of profit sharing), the amount of which is fixed at the beginning of a fixed transaction, but the nominal value of the rupiah cannot be known with certainty, but rather sees the profit and loss that will occur later. Determination of the ratio is very important to get the level of profit sharing received by the customer and the distribution of losses between the owners of capital with the customer. Some things that can be taken into consideration in determining the ratio are conventional bank interest rates, Bank Indonesia reference rates, inflation rates and currency exchange rates.

Principles for the implementation of existing results, connect with factors affecting

Ratio Calculation constraint, whether Bank Shariah apply the concept of Musharaka basis (holistic) corresponding basic concept of Musharaka is in the results, both in terms of profit or loss. Conceptually the profit sharing is based on the ratio obtained from the profits of a business. Because the characteristics of Musyarakah can be classified as an investment contract. In this contract, the return and timing of cash flow depends on the performance of the real sector. If the business profits are large, then both parties will get a large share as well. If the profits from the business are small, then both parties who make the contract will get a small portion and if they experience a loss or collapse, the fund manager and the financiers will jointly bear all the losses suffered, in accordance with the agreed portion of capital. In practice such case difficult to apply, because if the fund suffered losses due to not intentional factor / is not because of negligence alone, the bank sy a ri'ah as investors seemed to not want to know all the losses suffered by the customer as fund manager. So it remains only collateral required right to in your own right , guaranteed by the Bank of Shari'ah to the client / fund in the end should remain in execution and it was done g una restore some funds / capital has been provided by the Bank and its Shariah predetermined nisabah. So that the basic principle of Musyarakah financing which focuses on profit and loss sharing does not materialize and the customer / fund manager returns to a weak position.

THEORETICAL BASIS:

1) Certainty Theory:

According to Utrecht, the law is tasked with ensuring the existence of legal certainty (rechhtszekerheid) in human association. In that task, there are 2 (two) other tasks, namely that they must guarantee justice as well as the law on the duty of the police (politieele taak van het recht), which means that the law

prevents the community from playing vigilante themselves. (Riduan Syahrani, 2008). The theory of legal certainty referred to in this theory is about legal certainty, which means that every legal action carried out should guarantee legal certainty. This theory was put forward with the aim of discussing and analyzing the problem of obscurity of norms contained in the Elucidation of Provisions of Article 19 paragraph (1) letter which reads: "What is meant by Akad Musharaka is Akad cooperation between two or more parties to a particular business that each party provide a portion of the funds provided that the profits will be shared according to the agreement, while losses are borne in proportion to each fund"

Based on this condition there are inconsistencies from the Act and of course this will have an impact on legal certainty. Where the provisions between profit sharing and distribution should be fully implemented. Furthermore, in relation to the occurrence of a norm conflict in the substance of the legislation, it is necessary to interpret or interpret the law as one method of legal discovery that provides unclear explanations regarding the text of the law so that the scope of the method can be determined in connection with certain events.

2) Theory of Justice by Sayyid Quthb:

Sayyid Quthb stated that the principle of Islam in upholding justice has several main foundations, namely: (Asnawiyah , 2013). First, absolute freedom of the soul. Islam guarantees freedom of the soul with full freedom, which is not only judged from the aspect of meaning or economic side alone, but on the two sides as a whole. Islam frees the soul from the form of slavery, in the form of an individual cult and fear of life, fortune and position. Second, perfect equality of humanity. In Islam, there is no glory for people who come from royal descent. Islam came to declare the equality of human types,

both origin and place of death, their rights and obligations before the law and before God, both in this world and the hereafter. There is nothing to distinguish between humans, except good deeds. And there is no glory except for the righteous. These equations can also be understood as equations which are based on economic factors. That is, the essential glory is not owned by someone because he has wealth, not because of position and so on.

Regarding the Theory of Justice, as in the Qur'an, the letter An Nis a verse 58, Allah SWT, said: If (you) establish a law between humans, you should determine it fairly. (Surat An Nisa: 58).

Thus justice becomes a very important thing to have and to be realized in people's lives because it becomes the mission of the Prophet's Apostolic Mission. Which is the responsibility of leadership which must be upheld as one of the conditions in realizing devotion to Allah Almighty.

3) Maqasid Shari'ah Theory:

Maqashid shari'ah consists of two words, maqashid and shari'ah. The word maqashid is a form of jama 'of maqshad which means purpose and purpose, while the shari'ah has the understanding of God's laws which are set for humans to be guided to achieve the happiness of life in this world and the hereafter. So thus, maqashid shari'ah means the value of content which is the goal of law reconciliation. Thus, maqashid shari'ah are the objectives to be achieved from a legal determination. (Asafri Jaya, 1996) Izzuddin ibn Abd as-Salam, as quoted by Khairul Umam, said that all taklif law always aims for the benefit of servants (humans) in the life of this world and the hereafter. (Khairul Uma m, 2001).

In maqashid syari'ah language consists of two words, namely maqashid and Shari'ah. Maqashid means intentional or purpose, maqashid is a form of jama'ari of maqsud which

is derived from the syllable of qashada which means to intend or mean, maqashid means things that are desired and intended. The content of maqashid shari'ah can be known by referring to the expression ash-Shātibi, a reformer of ushul fiqh who lived in the 8th century Hijri, in his book al-Muwafaqat fi ushul asy-Shari'ah. There he said that in fact the Shari'ah was determined by no other for the benefit of humans in the world and the hereafter.

That what becomes the main topic in the shari'a maqashid is wisdom and illat is determined by law. In the study of usul fiqh, wisdom is different from illat. Illat is a certain characteristic that is clear and can be known objectively (zahir), and there are benchmarks (mundhabit), and in accordance with the provisions of the law (munasib) whose existence is a determinant of the existence

RESEARCH METHODS:

The research specification used is descriptive analysis by describing the data in accordance with the facts in the field, in which in this study the researcher departs from data obtained from the field and from the literature and utilizes the theory as explanatory material to draw conclusions. Regarding the answers to the problems that the author examined regarding the Legal Certainty of Musyaraka Financing Customers in Relation to Ratio in Sharia Banking.

Data sources used in this study are: Primary data obtained directly from the first source, namely the behavior of citizens through research. Primary legal data in the writing of this law was obtained from interviews directly at the research location, namely Bank Syari'ah Mandiri In Syari'ah Banking from the authorities in providing information directly about the problem to be examined. Secondary data sources, i.e. data obtained through statutory research, standard agreements,

authorized parties intended to obtain all kinds of information in the form of formal provisions and existing data.

Data collection is an important stage in conducting research. Where to collect data from one or several data sources specified. Research requires data to test hypotheses. (Bambang Sunggono, 1996)

The method of data analysis in this study is to use qualitative data analysis, which focuses on the general principles that underlie the manifestation of the symptom units in human life or the patterns in the analysis of socio-cultural phenomena using the culture of the community concerned to obtain a picture of the prevailing patterns. (Burhan Ashshofa, 2013) The author in this case analyzes the data by describing the data in accordance with the facts in the field, which in this study the researcher departs from the data obtained from the field and from the literature and utilizes existing theories as explanatory material to draw a conclusion regarding the answer to the problem that the author has examined regarding the legal certainty of musyaraka financing clients in relation to Nisbah in shari'ah banking. In this study, the analysis process has been carried out since the data collection process is still ongoing. Researchers continue to move between the three components of analysis with the process of collecting data as the data process continues. After the data collection process is complete, the researcher moves between the three components of analysis using the remaining research time. To be more clear the process/cycle of activities from the analysis can be described as follows:

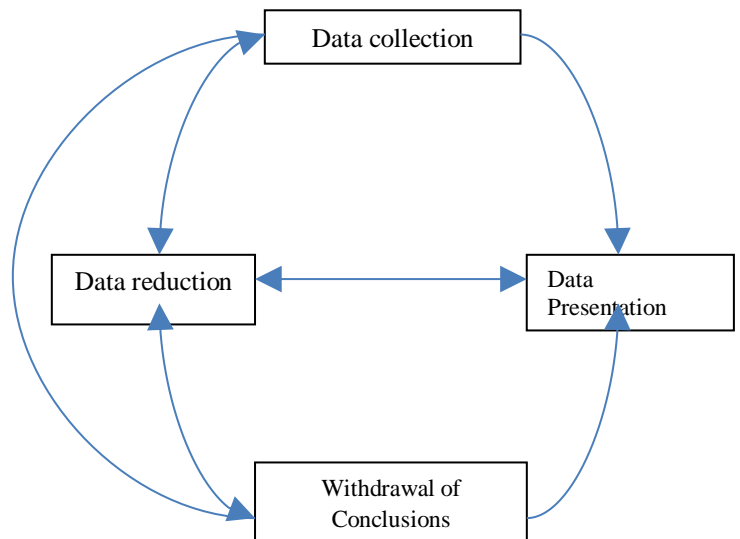


Figure 1 "Interactive Model of Analys"

The location of this study was determined with the aim that the scope of the problem to be examined by the author, was more narrow and focused, so that the research carried out was more directed. The location of the research chosen by the author is: Bank Syari'ah Mandiri, Ujung Berung Sub-Branch Office-Bandung City, located at Jalan AH. Nasution No. 46A, Bandung Timur Plaza Blok A No. 12-15, Bandung City, West Java. The basis of location selection in the Ujung Syung Bank Syari'ah Bank Mandiri - Bandung City, is that the data are available, worthy of research, and the problems in the location need comprehensive resolution. Notary Office/PPAT UPI BESTUL MARDIAH ZULKARNAIN, SH, M.Kn.

RESULTS AND DISCUSSION:

1. Ratio in Sharia Banking:

Islamic banks in their operations use the principle of profit and loss sharing or better known as profit sharing. Profit sharing in the economic dictionary is defined as profit sharing. By definition profit sharing is defined as the distribution of some parts of profits to employees of a company. (Muhammad, 2004) Revenue sharing or also called ratio is an agreement on the amount of each profit sharing portion to be received by the owner of the fund

(shahibulmaal) and fund manager (mudharib) as stated in the contract or agreement that was signed at the beginning before the work is carried out same.

Profit ratio is one of the typical pillars in the mudharabah contract, which is not in the sale and purchase agreement. This ratio reflects the compensation that is entitled to be received by both parties who have mudharabah. Mudharib was rewarded for his work, while Shahibul maal was rewarded for his investment. This profit ratio will prevent disputes between the two parties regarding the method of profit sharing, while the profit ratio must be expressed as a percentage between the two parties, not stated in a certain nominal value. Determination of the ratio is determined based on the agreement of each contracting party, but in practice in modern banking, bargaining between the owner of the capital ratio (ie investors or depositors) with Islamic banks only occurs for depositors/investors in large numbers, because they it has a relatively high bargaining power. This condition is a special ratio, while for small deposit customers the bargain does not occur. Sharia banks will list the offered ratios, depositors may agree or not. If you agree then he will continue to save, on the other hand if he does not agree, he is welcome to look for other sharia banks that offer more attractive ratios.

The profit sharing ratio can only be used on financing products based on Natural Uncertainty contracts (NUC), which are business contracts that do not provide a guaranteed income (return), both in terms of the amount (amount) and time (timing). The products that meet these criteria are mudharabah and musyarakah financing, because mudharabah and musyarakah financing can only be calculated for profit or profit sharing when the business is carried out and generate profits or losses. In contrast to profit margins, profit margins are only used on

financing products based on Natural Certainty Contracts (NCC), which are business contracts that provide payment certainty, both in terms of amount and timing, such as Murabahah, ijarah financing, greetings and istisna'.

2. Musyarakah Financing:

This positive legal basis regarding Musyarakah is regulated in Act No.10 of 1998 with implementing regulations for Bank Indonesia Board of Directors Decree No. 32/34/Kep/Dir dated 12 M 1999, article 28 point b.2.b. S ebagaimana outlined in appendix 6, contained in the Fatwa Council of Shariah National No. 08/DSN-MUI/IV/2000, dated April 13, 2000.

Etymologically musyarakah is derived from the word (as-Syirkah) which means mixing that is mixing between one and the other so that it is difficult to distinguish. Syirkah in English is often translated sharing. Syirkah also means sharing something between two or more people according to customary law.

Whereas terminologically, fiqh scientists provide understanding according to Law No. 21/2008 on Sharia Banking regarding Musyarakah Financing

- 1) Provisions of Article 1 Paragraph (25) letter (a), namely Financing is the provision of funds or claims equivalent to that in the form of: profit sharing transactions in the form of mudharabah and Musyarakah;
- 1) Syari'ah and / or UUS and other parties that require parties to be funded and / or given fund facilities to return the funds after a certain period of time in exchange for ujah, without compensation, or profit sharing.
- 2) Provisions of Article 19 Paragraph (2) letter (c), namely UUS business activities include: distributing profit sharing financing based on mudharabah agreement, musyarakah agreement, or other agreement not in contravention with Sharia Principles;

- 3) Provisions of Article 36, namely in channeling Financing and conducting other business activities, Sharia Banks and Sharia Business Units are obliged to use methods that do not harm Sharia Banks and / or Sharia Business Units and the interests of Customers who entrust their funds.
- 4) Provisions of Article 37 Paragraph (1), namely Bank Indonesia stipulates provisions regarding the maximum limit of fund disbursement based on Sharia Principles , provision of guarantees, placement of investment on sharia -based securities , or other similar things, which can be done by Banks Sharia and UUS to Facility Recipient Customers or a group of related Facility Recipient Customers, including to companies in the same group as the Sharia Bank and the UUS concerned;
- 5) Provisions of Article 40 Paragraph (1), in the event that the Facility Recipient Customer does not fulfill its obligations, the Sharia Bank and UUS may purchase part or all of the Collateral, both through and outside of the auction, based on voluntary surrender by the Collateral owner or based on the grant power to sell from the collateral owner, provided that the collateral purchased must be disbursed no later than 1 (one) year.

CONCLUSION:

The application of financing based on the profit sharing ratio principle in musyarakah financing at the Sharia Bank has an impact, among others in the event of loss from the customer, the assets owned by the customer are used as collateral to return the financing provided by the Sharia Bank to the customer. Financing with a profit sharing system is one of the implementations of the Sharia bank concept. This profit-sharing system is implemented by the Sharia Bank, one of which is in the form of musyaraka financing. Application of

determination in Syari'ah Bank has been determined in advance, and the form of the determination of the offer only occurs to parties who have large amounts of funds. I consider that to be a drawback that must be met in terms of justice. Seeing from the theory of justice which underlies the distribution of profit sharing ratios with equal rights, namely the existence of the same role that arises from the consequences of applying towards the justice side is the role of all parties to achieve common goals and by sharing benefits or losses in accordance with work considerations.

REFERENCES:

Books:

- 1) Djazuli, et al, 2002, Institutions of the People's Economic an Introduction, PT. Raja Grafindo Persada, Jakarta.
- 2) Ahmed, Akbar S., 1993, Postmodernism: Danger and Hope for Islam . M. Sirozi, Mizan, Bandung.
- 3) Al Afriqi Ibn Mansur, Lisan al-Arab, Dar al-Sadr, Juz 8, Beirut.
- 4) Al-Fasy, Allal, 1993, Maqashid asy-Sy ari ' ah al-Islamiyyah wa Makarimuha, Darul Garb Al-Islamy. Kingdom of Saudi Arabia.
- 5) Al-Yubi, Muhammad Sa'ad, 1998, maqashid ash-Syari'ah wa al-Islamiya, Alaqatuha bi al-Adillah ash-shar ' iyyah, Dar al-Hijrah an-Nasyr li wa at-Tauzi, Kingdom Of Saudi Arabia .
- 6) Amiruddin, et al, 2003, Introduction to Legal Research Methods , Raja Grafindo Persada, Jakarta.
- 7) 2004, Introduction to Management , Graha Sciences, Yogyakarta.
- 8) Anton, MB Hendrie, 2003, Introduction to Islamic Micro Economics, Ekonisia, Yogyakarta.
- 9) Antonio, Muhammad Syafi'I, 1999, Sharia Bank A general introduction, Scholar Institute, Jakarta.

- 10) Anshory, Abdul Ghofur, 2006, Legal Principles of Islamic Agreement in Indonesia , Citra Media, Yogyakarta
- 11) Anshory, Abdul Ghofur, 2007 Syari'ah Banking in Indonesia , Gadjah Mada University Press, Yogyakarta.
- 12) Ar-Raisuni, Ahmad, 1992, Nazhariyyat al-Maqashid, inda al-Imam ash-Shatibi , al-Maahad al-Alami li al-Fikr al-Islami, Beirut
- 13) Ashshofa, Burhan , 2004, Legal Research Methods , Rineka Cipta, Jakarta.
- 14) 2013, Legal Research Methods , Rineka Cipta, Jakarta
- 15) Az-Zuhaili, Wahbah, 1986, Usul al-Fiqh al-Islami , Dar al-Fikr, Beirut.
- 16) Badruzaman, Mariam Darus, 1983, Civil Code Book III Binding and Explanatory Law , Alumni, Bandung.
- 17) Chairandy, Ridwan , 2004, Good Faith in Freedom of Contracting , UI FH Postgraduate Program, Jakarta.
- 18) Dahlan, Abdul Aziz, (et.al), 1997, Encyclopedia of Islamic Law , Ichtar Baru Van Hoeve, Jakarta.
- 19) Fuady, Munir, 2001, Contract Law (from a Business Law Perspective), Citra Aditya Bakti, Bandung.
- 20) Ghafur, Muhammad, 2007, Recent Sharia Banking Portraits in Indonesia, Biruni Press, Yogyakarta.
- 21) Hadi, Sutrisno, 1989, Legal Research Methodology . UNS Press, Surakarta.
- 22) Handoko, T.Hani, 2003, Management , BPFE, Yogyakarta.
- 23) Haroen, Nasrun, 2007, Fiqh Muamalah , Gaya Media Pratama, Jakarta.
- 24) Jabal, 2009, Al Qur'an and Translations , Bandung.
- 25) Jaya, Asafri, 1996, The Maqashid Shari'ah Concept According to ash-Shatibi , Raja Grafindo Persada, Jakarta.
- 26) Kamal, Zainul, 2005, State Islam and Civil society: The Movement and Thought of Contemporary Islam, Collection of Rooms , Paramadina, Jakarta.
- 27) Karim, Adiwarmanto, 2004, Islamic Bank of Fiqh and Financial Analysis, PT Raja Grafindo, Jakarta.
- 28) Khallaf, Abd al-Wahab, 1968, Ushul al-Fiqh Science , Maktabah al-Da'wah al-Islamiyah, Cairo
- 29) Luqman, 2006, Musyarakah Financing System and Its Effect on Business Growth , Master's Thesis in Islamic Studies Postgraduate Program at the Islamic University of Indonesia, Yogyakarta.
- 30) Mamudji, Sri, et. al., 2005, Melode Research and Legal Writing , Faculty of Law Publisher Board of the University of Indonesia, Jakarta.
- 31) Muhamad, 2000, Contemporary Financial Institutions , UII Press, Yogyakarta.
- 32) 2001, Production Sharing Calculation Technique at Syari'ah Bank , Yogyakarta, UII Press. Yogyakarta.
- 33) 2004, Calculation Profit Sharing and Profit Sharing Techniques at Syari'ah Bank , UII Pres, Yogyakarta.
- 34) Nazir, M, 1988, Research Methods , Ghalia Indonesia, Jakarta.
- 35) Pasaribu, Chairuman, et al, 1994, Agreement Law in Islam , Jakarta, Sinar Grafika, Jakarta.
- 36) 1996, Agreement Law in Islam , Sinar Grafika Offset, Jakarta.
- 37) Rahman, Fazlur, 1994, Islam , translator Ahsin Muhammad, Pustaka, Bandung.
- 38) Rawls, John, 2006, A Theory of Justice, (Harvard University Press. Cambridge. Massachusetts, 1995), Theory of Justice, The Basics of Political Philosophy to Achieve Social Welfare in the Country , translated by Uzair Fauzan-Heru Prasetyo, Student Library, Yogyakarta.
- 39) Sadili, Hasan, 1980, Indonesian Encyclopedia , Ichtar Baru van Hoeve, Jakarta.
- 40) Salman, Otje et al, 2005, Legal Theory , PT Refika Aditama, Bandung.

- 41)Setiono, 2002, Understanding of Legal Research Methodology, Legal Research Methodology course material, Postgraduate Law Studies Program , Sebelas Maret University, Surakarta.
- 42)Shindarta, 2000, Indonesian Consumption Protection Law. Grasindo, Jakarta, 2000.
- 43)Simatupang, Richard Burton, 2003, Legal Aspects in Bisni s , PT Rineka Cipta, Jakarta.
- 44)Sjahdeni, Sutan Remy, 1993, Contractual Freedom and Equitable Protection for the Parties in the Credit Agreement of Bank Indonesia , Indonesian Bankers Institute, Jakarta.
- 45)Soekanto, Soerjono, 2008, Introduction to Legal Research , UNI Press, Jakarta.
- 46)Subekti, R, 1985, Agreement Law, Pradnya Paramita, Jakarta.
- 47)1996, Agreement Law , Intermasa, Jakarta.
- 48)2008, Civil Code (Burgerlijk Wetboek) , Pradnya Paramita, Jakarta.
- 49)Sudarsono, Heri, 2003, Banks and Sharia Financial Institutions, Descriptions and Illustrations , Ekonisia, Yogyakarta.
- 50)Sujadi FX, O & M, 1990, Supporting Successful Management Processes , CV. Masagung, Jakarta.
- 51)Surakhmad, Winarno, 1990, Introduction to Scientific Research . Transito, Yogyakarta
- 52)Umam, Khairul, 2001, Usul Fiqh , Pustaka Setia, Bandung.
- 53)Vardiansyah, Dani , 2008, Philosophy of Communication Studies: An Introduction , Index, Jakarta.