

Author:

¹Abdul Hakim Pratama, ²Hasbir Paserangi, ³Adi Nurhani Mufrih, ⁴Abdul Halim Talli, ⁵Mohd Al Adib bin Samuri

Affiliation:

^{1,2}Universitas Hasanuddin
Makassar, Indonesia
³UIN Syarif Hidayatullah Jakarta,
Indonesia
⁴UIN Alauddin Makassar,
Indonesia
⁵Universiti Kebangsaan Malaysia,
Malaysia

Corresponding author:

*hakimpratama130797@gmail.com

Doi: 10.32332/milrev.v4i1.10140

Dates:

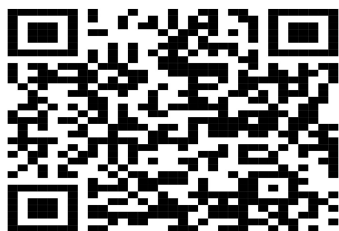
Received 22 January, 2025
Revised 07 April, 2025
Accepted 14 April, 2025
Published 30 April, 2025

Copyright:

© 2025. Abdul Hakim Pratama, et.al
This work is licensed
under [Attribution-ShareAlike 4.0 International](#)



Read Online:



Scan this QR code with your mobile device or smart phone to read online

The Position of Choice of Forum and Alternative Dispute Resolution Principles in Contemporary Sharia-Based Property Dispute

Abstract: This study explores the legal position and implications of forum selection clauses and alternative dispute resolution (ADR) mechanisms in contemporary sharia-based property disputes. Although statutory regulations have governed the forum for Sharia economic dispute resolution—generally designating Religious Courts or Sharia Arbitration—practical implementation still raises interpretative challenges, particularly in cases involving third parties or property rights. Using a qualitative method with statutory, comparative, and case study approaches, the research reveals that forum choice clauses in sharia contracts are legally valid and binding, as supported by Supreme Court Circular Letter (SEMA) No. 4 of 2016. However, in practice, disputes involving secondary agreements or third-party claims over property often shift jurisdiction from the Religious Court to the District Court. This occurs especially when the primary issue concerns ownership or property rights tied to sharia-based transactions, such as murabahah, ijarah, or rahn contracts. The findings underscore a dissonance between normative legal frameworks and judicial practice, leading to overlapping authorities and legal uncertainty. The study also identifies a tendency among judges to prioritize the object of dispute (e.g., property or collateral) over the contractual nature, thereby affecting the determination of appropriate forum jurisdiction. This research contributes academically by offering a clearer understanding of how forum selection clauses operate within Indonesia's dual court system and by advocating for a more integrated legal interpretation that aligns Islamic legal principles with national procedural law. Ultimately, it highlights the urgency of harmonizing jurisdictional boundaries to strengthen the enforcement and credibility of sharia economic law in resolving property-related disputes.

Keywords: Alternative Dispute Resolution, Choice of Forum, Jurisdiction, Property Rights Disputes.

INTRODUCTION

Constitution Number 21 of 2008 concerning Sharia Banking confirms the existence of Sharia banks in economic activities in Indonesia. This includes dispute resolution, which is not regulated in Constitution Number 10 of 1998 concerning banking. Whereas Constitution Number 3 of 2006, concerning Religious Courts, it is expressly stated that Religious Courts have the right and authority to resolve sharia economic disputes or cases through litigation.¹ According to Redi, in his writing, he emphasized that no proceedings should be taken outside the religious courts.² Meanwhile, non-litigation dispute resolution can be carried out at the Sharia Arbitration Institution as an alternative form of dispute resolution.³ The Religious Court is not the only institution or forum for resolving Sharia banking disputes. However, it can be done through other institutions or forums based on what has been agreed upon by the parties to the agreement, such as resolving disputes by deliberation, sharia arbitration, or other arbitration bodies. The arbitration award is a binding decision and is declared final as in Constitution Number 30 of 1999 concerning arbitration.⁴

Sharia economic disputes are not only disputes involving Sharia banking but all forms of disputes involving parties who have agreed to comply with Sharia principles in transactions.⁵ This phenomenon triggers differences in interpretation in society if there is a dispute over Sharia economic matters between parties whose agreements or contracts do not mention religious courts as a forum for resolving disputes but instead mention other

¹ Zahrotul Uliya, Heri Sunandar, and Nurnasrina, "Penyelesaian Sengketa Perbankan Syariah Di Indonesia," *Money: Journal Of Financial And Islamic Banking* 1, no. 1 (2023): 23–31, <https://doi.org/10.54471/njis.2020.1.2.106-112>.

² Redi Hadiyanto, "Penyelesaian Sengketa Ekonomi Syariah Menjadi Kewenangan Pengadilan Agama Pasca Putusan Mahkamah Konstitusi Nom0R 93/Puu-X/2012," *Tahkim (Jurnal Peradaban Dan Hukum Islam)* 3, no. 1 (2020): 59–77, <https://doi.org/10.29313/tahkim.v3i1.5644>.

³ Mik Imbah Arbiana and Fadoilul Umam, "Penyelesaian Sengketa Ekonomi Syariah Dalam Kerangka Hukum Islam Dan Hukum Positif Di Indonesia," *Iqtishaduna: Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syariah* 5, no. 2 (2024): 152–167.

⁴ Ahmad Reza Maulana and Mariani, "Penyelesaian Sengketa Ekonomi Syariah Pada Arbitrase," *BANJARESE: Journal Of International Multidisciplinary Research* 1, no. 1 (2023): 84–93.

⁵ Yusup Hidayat, *Penyelesaian Sengketa Ekonomi Syariah Di Indonesia* (Prenada Media, 2020).

institutions to resolve disputes. As is known, sharia economic matters include not only sharia banking but all forms of economic activity. that comply with sharia principles.⁶ In addition, this phenomenon can lead to misunderstandings and violations of the absolute authority of religious courts and cause uncertain and invalid laws regarding the choice of dispute resolution forum stated in contracts or Sharia agreements.⁷

The inclusion of a clause in the choice of the Sharia economic dispute resolution forum is very urgent, so it has mandatory consequences for the parties to use this form of resolution when a dispute occurs.⁸ The inclusion of a supporting deed to the main agreement that chooses a form of Sharia economic dispute resolution other than religious courts can have a binding legal force like the law as long as the material and formal provisions in the contract are fulfilled. However, the choice of forum that applies when involving the main agreement is the choice of dispute resolution forum based on the main agreement.⁹

The development of transactions in Sharia business cannot be separated from the development of conventional business transactions, which allow disputes over ownership rights to objects guaranteed by Sharia financing and conventional credit. The law needs to accommodate all forms of transaction developments, especially transactions that use Sharia principles. However, in fact, several cases have not been specifically regulated in the law, which can affect the resolution of Sharia economic disputes, including the choice of forum for resolving property rights disputes regarding Sharia contract objects.¹⁰

⁶ M E Muhammad Wandisyah R Hutagalung, *Analisis Pembiayaan Bank Syariah* (Merdeka Kreasi Group, 2022).

⁷ Saifudin Saifudin, *Dasar-Dasar Hukum Perdata* (Penerbit Tahta Media, 2024).

⁸ Aprina Chintya, "Urgensi Klausul Pemilihan Penyelesaian Sengketa Ekonomi Syari'Ah Dalam Kontrak," *Tamwil* 8, no. 1 (2022): 29-36, <https://doi.org/10.31958/jtm.v8i1.5726>.

⁹ Sri Widodo, "The Religious Courts' Authority To Adjudicate Disputes Based On Principal Agreements And Security Agreements Deu To Different Choice Of Law," *Prophetic Law Review* 4, no. 1 (2022): 92-109, <https://doi.org/10.20885/PLR.vol4.iss1.art5>.

¹⁰ Andi Ishak et al., "Penyelesaian Sengketa Perbankan Syariah Menurut Peraturan Perundang-Undangan," *Journal of Lex Generalis (JLS)* 2, no. 1 (2021): 168-184.

For example, in the case of property rights disputes, the object of the dispute involves Sharia financing agreements and conventional contract agreements, which do not choose religious courts as a dispute resolution forum.¹¹ In Constitution Number 48 of 2009 concerning judicial power, it is explained that the resolution of property rights disputes is the area of the district court, which is similar to bankruptcy cases, so it can be assumed that the absolute authority of religious courts can be blurred in resolving property rights disputes even though the object of the dispute is the object of the financing shariah agreement.¹²

Several previous studies have discussed the authority of the Religious Court in handling sharia economic disputes, especially after the enactment of Law Number 3 of 2006. Redi, for example, emphasized that the settlement of sharia economic disputes should only be carried out through the Religious Courts and not through other forums.¹³ However, the study has not thoroughly accommodated the phenomenon on the ground where parties to contracts often opt for other dispute resolution forums such as arbitration, deliberation, or even general court. There has been no in-depth discussion on the legal consequences of the forum choice clause on the principle of absolute authority of the Religious Court.

In addition, studies on the dualism of jurisdiction over the same object of dispute have not been widely raised. In practice, property rights disputes arising from sharia financing contracts can be submitted to the district court under the pretext that the dispute concerns material objects. This shows that there is a gap in the legal system that has not explicitly regulated the relationship between the type of dispute object and the authority of

¹¹ Abdul Atsar and Azid Izuddin, "Implementation of Fiqh Based on the Maslahah in Murabahah Financing in Sharia Banking," *Ijtihad : Jurnal Wacana Hukum Islam Dan Kemanusiaan* 18, no. 1 (January 4, 2019): 119, <https://doi.org/10.18326/ijtihad.v18i1.119-136>.

¹² Lanang Sakti and Nadhira Wahyu Adityarani, "Kewenangan Penyelesaian Sengketa Bisnis Syariah Di Indonesia," *Jurnal Fundamental Justice* 2, no. 1 (2021): 13-26, <https://doi.org/10.30812/fundamental.v2i1.1059>.

¹³ A Redi, "Penyelesaian Sengketa Ekonomi Syariah Dalam Perspektif Peradilan Agama," *Jurnal Hukum Dan Peradilan* 6, no. 2 (2017): 215-230.

the dispute resolution institution. In fact, in the context of sharia transactions, the object of dispute cannot be separated from the sharia contract that underlies it.¹⁴

Furthermore, the study on the validity of forum choice clauses in Sharia contracts has also not received adequate attention. Putri and Hidayati discussed the legal force of the dispute resolution clause in Sharia economic contracts. However, they did not specifically examine the legal position of the clause if it conflicts with the provisions of the law that has established absolute jurisdiction.¹⁵ As a result, there is legal ambiguity about whether there is a difference between contractual provisions and legal norms. Therefore, further studies are needed that focus on the legal force of the dispute settlement clause in the Sharia contract, especially if the clause designates a forum outside the Religious Court. This research is important to fill the literature gap related to the harmonization between the principle of freedom of contract and legal provisions, as well as to respond to the need for legal certainty in the settlement of Sharia economic disputes that are increasingly complex and widespread.¹⁶ Examining this phenomenon, it is necessary to carry out further and in-depth research to provide certainty and validity as well as a clear legal position regarding the inclusion of the choice of forum clause for resolving Sharia economic disputes, which does not choose religious courts through litigation in resolving disputes in religious court decisions.

METHOD

This study employs a qualitative approach using normative-empirical legal research methods. The normative aspect involves analyzing statutory regulations governing the resolution of Sharia economic disputes, particularly concerning forum selection clauses and judicial jurisdiction. Meanwhile, the empirical aspect is conducted through case analysis of

¹⁴ A Ma'shum, "Kompetensi Absolut Pengadilan Agama Dalam Menyelesaikan Sengketa Ekonomi Syariah," *AlAhkam: Jurnal Ilmu Syariah Dan Hukum* 18, no. 2 (2018): 145-162.

¹⁵ R Putri and D Hidayati, "Kekuatan Hukum Klausul Penyelesaian Sengketa Dalam Kontrak Ekonomi Syariah," *Jurnal Al-Mazahib* 8, no. 1 (2020): 87-102.

¹⁶ T Safriadi, "Konflik Yurisdiksi Dalam Penyelesaian Sengketa Ekonomi Syariah Di Indonesia," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 13, no. 1 (2021): 101-118.

court decisions related to property disputes arising from sharia-based contracts. Data collection was carried out through library research, examining primary legal sources such as Law No. 3 of 2006 on the Religious Courts, Law No. 21 of 2008 on Sharia Banking, and Supreme Court Circular Letter (SEMA) No. 4 of 2016, along with secondary legal sources including legal literature, academic journals, and scholarly articles. Additionally, a number of relevant court decisions—both from the Religious Court and the District Court—were analyzed to understand the judicial practice in resolving sharia economic disputes related to property rights.

The collected data were analyzed using descriptive-qualitative methods, focusing on the legal interpretation of the validity and enforceability of forum selection clauses and their implications for the absolute competence of judicial bodies. A comparative analysis was also conducted to examine the application of dispute resolution principles under Indonesia's positive legal system in relation to the principles of *siyasah syar'iyah* in Islamic law. Through this methodology, the study aims to identify the normative-practical gap in the implementation of forum selection in Sharia economic disputes and to offer a conceptual framework for harmonizing jurisdictional regulation to strengthen legal certainty and coherence within the dual court system in Indonesia.

RESULTS AND DISCUSSION

Position of Choice of Forum and Absolute Competence of Religious Courts in Settlement of Sharia Economic Cases

Regulations related to resolving Sharia economic cases in stages need to be understood as structured like steps in tiered legal rules.¹⁷ Starting from the birth of regulations regarding religious courts in 1989 until the final amendment to Constitution Number 50 of 2009 and its derivative regulations, they emphasize that religious courts absolutely handle Sharia economic cases through litigation. Meanwhile, in non-litigation,

¹⁷ Muhamad Bacharuddin Jusuf and Adara Khalfani Mazin, "Penerapan Teori Hans Kelsen Sebagai Bentuk Upaya Tertib Hukum Di Indonesia," *Das Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat* 2, no. 01 (2024).

apart from religious courts, there are arbitration institutions.¹⁸ Constitution Number. 7 of 1989 concerning religious courts, which has been amended into Constitution Number. 3 of 2006, in Article 49, states that the resolution of sharia economic cases is the authority of the religious courts.¹⁹ Then, Article 55, Paragraph 2, of the Sharia Banking Law provides the opportunity to select a dispute resolution forum based on the contents of the contract, but it is declared to have no legal force based on Constitutional Court decision No. 93 of 2012.²⁰ So, it seems as if the choice of forum that has been stated in the agreement or contract has no legal force.

Article 50 of Constitution Number. 48 of 2009 concerning judicial power explains that property rights disputes, specifically regarding the object of the dispute, must be decided first in the general court environment.²¹ Meanwhile, those whose legal subjects are people of the Islamic faith must be decided by a religious court, which is a sharia economic matter.²² Based on the description of the article it explains that religious courts have absolute competence in resolving sharia economic cases; however, religious courts may not have the authority to handle Sharia economic cases because the dispute has other provisions, such as property rights disputes. Regarding the choice of forum as outlined in the contract, it has legal force based on the provisions of Article 1338, paragraph (1) B.W., which reads, "All agreements made legally apply as law for those who make them."²³ That is what Stufenbau means: the absolute competence of religious courts needs to be clearly

¹⁸ Khamami Zada et al., "Constitutionalizing Sharia: Identity and Independence of Islamic Politics Among Students," *Juris: Jurnal Ilmiah Syariah* 21, no. 2 (2022): 195–206, <https://doi.org/10.31958/juris.v21i2.6954>.

¹⁹ Safrin Salam and Andi Marlina, "Menguji Eksistensi Pengadilan Agama Dalam Menyelesaikan Sengketa Ekonomi Syariah," *Indonesian Journal of Criminal Law* 3, no. 1 (2021): 24–32.

²⁰ Heni Marlina and Luil Maknun, "Penyelesaian Sengketa Perbankan Syariah Melalui Litigasi Menurut Peraturan Perundang Undangan Di Indonesia," *Disiplin: Majalah Civitas Akademika Sekolah Tinggi Ilmu Hukum Sumpah Pemuda* 28, no. 2 (2022): 77–90.

²¹ Herliana, "Maqasid Al-Sharia in Court-Mediation Reform: A Study on Efficiency and Social Justice in Medical Disputes," *De Jure: Jurnal Hukum Dan Syar'iah* 15, no. 2 (2023): 214–229, <https://doi.org/10.18860/j-fsh.v15i2.23962>.

²² Tim ADHKL, *Progres Hukum Keluarga Islam Di Indonesia Pasca Reformasi (Dimensi Hukum Nasional - Fiqh Islam - Kearifan Lokal)*, CV. Istana Agency, Pertama (Yogyakarta, 2020).

²³ ahmad Agus Bahauddin, "Rekonstruksi Pengaturan Penyelesaian Sengketa Ekonomi Syariah Dengan Objek Jaminan Hak Tanggungan Berbasis Nilai Keadilan" (Universitas Sultan Agung Semarang, 2021).

understood in accordance with the provisions of the law and statutory regulations in stages, which previously gave the authority to determine the execution of sharia arbitration awards to religious courts, has now been returned to the general courts to determine their execution.

Table 1. The Position and Legal Strength of the Choice of Forum and the Absolute Competence of the Religious Courts in Sharia Economic Disputes

Legal Norm	Content	Legal Position
Law No. 3 of 2006	Religious Courts have absolute competence over Sharia economic cases	Absolute
Law No. 21 of 2008	Dispute resolution may be conducted through the Religious Courts or Arbitration.	Optional
Supreme Court Regulation No. 14 of 2016	Dispute resolution through the courts is only possible if the contract does not include a choice of forum clause.	Optional
Fatwa of the National Sharia Council - Indonesian Ulema Council	Sharia Economic Disputes should be resolved through the Sharia Arbitration Board (BASYARNAS)	Optional (as a moral-legal guide)

Source: Author's Interpretation

Choice of forum is a form of implementation of the principle of freedom of contract where parties are free to determine the institutional forum to resolve cases. The choice of dispute resolution forum is intended to determine which court forum will resolve a dispute case via litigation or non-litigation, so the choice of forum in the contract clause is very important in providing legal certainty.²⁴ Thus, any forum specified in dispute

²⁴ Rizky Amaliaa and Fairuz Zahirah Zihni Hamdan, "International Journal of Social Science Research and Review," *International Journal of Social Science Research and Review* 6, no. 3 (2023): 147-157.

resolution is a definite legal provision and applies as law to the parties who bind themselves to the contract. The choice of forum is intended to provide legal certainty, but legal certainty can become uncertain by not implementing or understanding legal provisions in stages. Understanding legal provisions in stages is intended to provide legal certainty that religious courts have the authority to resolve Sharia economic cases. The choice of forum can be uncertain or not provide legal certainty if the applicable legal provisions are not used as guidelines for determining the choice of dispute resolution forum.²⁵ So, the existence of a choice of forum in litigation other than religious courts for resolving Sharia economic disputes may not provide legal certainty. Absolute competence can override the choice of forum, which in litigation does not choose religious courts as the forum for resolving Sharia economic disputes.²⁶ However, the provisions on choice of forum in religious courts, specifically Sharia economic cases in property rights disputes, and the execution of arbitration awards fall under the authority of general courts. So, in the case in question, the absolute competence of religious courts does not provide legal certainty and does not have legal force.

The position of choice of forum in the contract clause has binding legal force and applies as law for the parties who agree to it in accordance with the provisions and limits of the absolute competence of religious courts in litigation according to statutory regulations. Meanwhile, the forum's position of choice does not have legal force in litigation if it does not give religious courts absolute competence in resolving Sharia economic cases. Not having legal force is a cause and effect of contract provisions that do not follow the provisions of the laws and regulations in the choice of forum for resolving sharia economic cases.

²⁵ Irfan Ridha et al., "Kedudukan Hukum Dalam Perbankan Syariah Pada Sistem Perbankan Nasional," *Madani: Jurnal Ilmiah Multidisipliner* 1, no. 12 (2024): 645–650.

²⁶ Karimuddin Karimuddin et al., "Bank Interest in the Contemporary Era: Problem of Ad'afan Muda'afah Interpretation in Determining Law of Usury," *MILRev : Metro Islamic Law Review* 3, no. 1 (April 4, 2024): 43, <https://doi.org/10.32332/milrev.v3i1.8948>.

Position of Choice of Arbitration Forum and Alternative Dispute Resolution with Absolute Competence of Religious Courts in Settlement of Sharia Economic Cases

The choice of forum for resolving Sharia economic cases based on absolute competence has been discussed in the previous discussion, concluding that the position of absolute competence of religious courts regarding Sharia economic cases has binding legal force. Meanwhile, the choice of forum that chooses non-litigation in resolving Sharia economic cases still looks tenuous, even though it has legal provisions based on the Constitution Number. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution.²⁷

The absolute competence of arbitration has been stated in Article 3 of Constitution Number. 30 of 1999, which states that "district courts have no authority to adjudicate disputes between parties who are bound by an arbitration agreement." In this case, it emphasizes that the arbitration award is final and can be appealed by the parties who agree.²⁸ So, religious courts do not have the authority to adjudicate Sharia economic cases where the choice of dispute resolution forum is Sharia arbitration as a legal consequence of the choice of forum clause in the contract.²⁹

In practice, we tend to find lawsuits in religious courts where the choice of forum in the contract is sharia arbitration, for example, property rights disputes in sharia economic cases. Regarding the arbitration award in Article 60 of Constitution Number. 30 of 1999, it has been explained as a final and appealable decision based on the agreement of the parties as stated in the agreement clause. Regarding the clauses that have been agreed upon by the parties, they will become law for the parties who have agreed and subject

²⁷ Baiq Inti Dhena Sinayang, "Alternatif Penyelesaian Sengketa Ekonomi Syariah Melalui Badan Arbitrase Syariah Nasional Dan Lembaga Alternatif Penyelesaian Sengketa Dalam Prospek Perkembangan Ekonomi Syariah Di Indonesia," *Dharmasisya, Jurnal Program Magister Hukum FHUI* 2, no. 5 (2023): 1105-14, <https://doi.org/10.26623/julr.v6i2.6392>.

²⁸ Resi Atna Siregar, "Analisis Terhadap Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa," *Jurnal Islamic Circle* 2, no. 1 (2021): 41-51.

²⁹ Muhamad Mas' ud, Rosbandi Rosbandi, and Sugih Suryagalih, "Ekonomi Syariah Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Pasca Uu Nomor 3 Tahun 2006 Jo Nomor 50 Tahun 2009: Hukum Islam," *Islamika: Jurnal Agama, Pendidikan Dan Sosial Budaya* 15, no. 1 (2021): 28-45.

themselves to the agreement.³⁰ Article 70 of the arbitration law also states the ability to submit a request for annulment of an arbitration award, with several provisions set out in that article.³¹ The cancellation of Sharia arbitration awards is also regulated in Supreme Court Regulation (PERMA) No. 3 of 2023 concerning procedures for appointing arbitrators by the court, the right to refuse, examining applications for implementation, and cancellation of arbitration awards.³²

The development of Sharia economics in Indonesia has now become widespread and allows two forms of agreement to be made for one collateral object in Sharia economic activities. This expansion makes it vulnerable to uncertain laws in resolving sharia economic cases. Sharia economic dispute resolution can be resolved through litigation or non-litigation.³³ In terms of litigation, the resolution of Sharia economic cases has become the absolute authority of religious courts and has binding legal force.³⁴ Then, in a non-litigation manner, it can be resolved at a sharia arbitration body or an alternative Sharia dispute resolution institution³⁵ where it is known that the arbitration body's decision has final and appealable legal force.³⁶

The existence of religious courts regarding Sharia arbitration decisions is to determine requests for implementation and annul the results of Sharia arbitration

³⁰ Ariful Hakim Waruwu et al., "Kewenangan Arbiter Dalam Memutus Sengketa Bisnis Arbitrase Secara Ex Aequo Et Bono," *Locus Journal of Academic Literature Review* 2, no. 2 (2023): 986-999.

³¹ Frans Hendra Winarta, *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia Dan Internasional: Edisi Kedua*, Kedua (Jakarta: Sinar Grafika, 2022).

³² Farid Wajdi, Umami Salamah Lubis, and Diana Susanti, *Hukum Arbitrase Dan Alternatif Penyelesaian Sengketa Bisnis: Dilengkapi Arbitrase Online Dan Arbitrase Syariah*, ed. Variza Octifanny Rahmadiani and Kurniawan Ahmad (Jakarta Barat: Sinar Grafika, 2023).

³³ Hendrianto, "Pilihan Sengketa Ekonomi Syariah : Konsep Melalui Litigasi Dan Non Litigasi," *Al-Amwal: Journal of Islamic Economic Law* 6, no. 2 (2021): 24-39.

³⁴ Ahmad Baihaki and M Rizhan Budi Prasetya, "Kewenangan Absolut Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah Pasca Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012," *Krtha Bhayangkara* 15, no. 2 (2021): 289-308.

³⁵ Wahyu Abdul Jafar, "Mursalah Sebagai Alternatif Problem Solving Dalam Hukum Islam," *Jurnal Hukum* 13, no. 1 (2016): 97, <https://e-journal.metrouniv.ac.id/index.php/istinbath/article/view/544%0A>

³⁶ Fauzul Abid Libasuttaqwa Al Kannur, Anggita Haniffitriyana, and Amalia Nur Sabrina, "Analisis Penyelesaian Sengketa Ekonomi Syariah Melalui Badan Arbitrase Syariah Nasional (Basyarnas) Dan Litigasi," *SIBATIK JOURNAL: Jurnal Ilmiah Bidang Sosial, Ekonomi, Budaya, Teknologi, Dan Pendidikan* 2, no. 11 (2023): 3671-3682.

decisions in Sharia economic cases.³⁷ In general, the determination and cancellation of arbitration awards are carried out within the scope of general justice based on Law Number 48 of 2009 concerning the judiciary. However, the Supreme Court issued PERMA No. 14 of 2016 concerning procedures for resolving Sharia economic disputes by granting special authority or specifically regulating the cancellation and determination of the execution of Sharia arbitration awards carried out within the scope of religious courts.³⁸ Basically, in litigation, dispute resolution must be resolved in the religious courts. These provisions are based on law to clarify its territory and authority.³⁹ However, it needs to be understood that the agreed agreement or contract also has binding legal force for the matter to be resolved based on the agreement of the parties, as long as it does not violate statutory provisions.⁴⁰

In stages, legislation explains the binding legal force of the clause on the choice of dispute resolution forum. However, it may not have legal force because there is a choice of forum clause for dispute resolution in district court with conventional contract agreements.⁴¹ In this case, the decision of the religious court stated in its consideration that this case could be resolved in the religious court on the grounds that the object had become the object of collateral in the Sharia contract and the parties had submitted themselves to the provisions of sharia principles, which had been strengthened at the appeal and cassation levels. Referring to Article 50 of Constitution Number. 3 of 2006, le disputes must be decided in the district court first, but if the litigant has submitted himself to Sharia

³⁷ Abdul Rachman, Sri Tamara Devi, and Widi Astuti, "Peran Badan Arbitrase Syariah Nasional Majelis Ulama Indonesia (Basyarnas-Mui) Dalam Mengatasi Sengketa Perbankan Syariah Di Indonesia," *Madani Syari'ah* 5, no. 2 (2022): 108-120.

³⁸ Abdul Rasyid and Tiska Andita Putri, "The Authority Of Dispute Settlement Institution Of Shariah Banking An Analysis of Constitutional Court ' s Decision Number 93 / PUU-X / 2012," *Jurnal Yudisial* 12, no. 2 (2019): 159-177.

³⁹ Nurul Umam and Erie Hariyanto, "Perbandingan Penyelesaian Sengketa Ekonomi Syariah Pada Masa Nabi Muhammad SAW. Dan Di Era Reformasi," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 2, no. 2 (2020): 160-174.

⁴⁰ Monicke Cintyara, "Akibat Hukum Wanprestasi Atas Perjanjian Sewa Menyewa," *Wajah Hukum* 7, no. 1 (2023): 66-72.

⁴¹ Ali Murtadho Emzaed, Ibnu Elmi AS Pelu, and Shakhzod Tokhirov, "Islamic Law Legislation in Indonesia: Anomalies of the Relationship between Political Configuration and Zakat Legal Product during the Reform Era," *Al-Manahij: Jurnal Kajian Hukum Islam* 17, no. 1 (May 29, 2023): 97-112, <https://doi.org/10.24090/mnh.v17i1.7815>.

principles, then they can be resolved in the religious court.⁴² However, it is detailed in Supreme Court Circular (SEMA) No. 4 of 2016 that if a property rights dispute arises as a result of the second and subsequent transactions, then the ownership dispute falls under the authority of the general court.⁴³

Thus, property rights disputes where the first agreement uses a Sharia contract are caused by the existence of a second agreement, causing this authority to become the authority of the district court. This phenomenon means that the position of the religious court in the aqua case has no legal force. Thus, the choice of forum in this case can make the legal force of religious courts non-binding. Thus, the position of choice of forum in the aqua case binds the parties to resolve the case based on the choice of forum clause in the district court. The tiered legal theory, which is often associated with statutory regulations, contains one of its principles regarding the hierarchical levels of statutory regulations, namely *Lex Posterior Derogat Legi Priori*. New provisions can eliminate old provisions.⁴⁴ Thus, religious courts do not have the legal power to resolve property rights disputes in Sharia economic cases with the birth of SEMA No. 4 of 2016, which position judges must comply with.⁴⁵ It is different if the property rights dispute is caused by a second contract where the choice of forum is the religious court, then it can fall under the authority of the religious court.

So it can be concluded that each litigation and non-litigation choice of forum has binding legal force, as long as it does not violate the provisions of statutory regulations, and may not have binding legal force if it does not comply with the limits of the court's authority and competence. Religion reflects the legal strength of the choice of forum in the contract, which determines the forum for resolving Sharia economic disputes. Thus, the court's

⁴² Nur Hidayah, *Penyelesaian Sengketa Ekonomi Syariah Di Indonesia: Kasus Perbankan Syariah* (Sleman: Deepublish, 2023).

⁴³ Made Rawa (Panitera Mahkamah Agung RI) Aryawan, *Kompilasi Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Republik Indonesia*, Keempat (Jakarta: Sekertariat Kepaniteraan Mahkamah Agung RI, 2019).

⁴⁴ Rokilah Rokilah and Sulasno Sulasno, "Penerapan Asas Hukum Dalam Pembentukan Peraturan Perundang-Undangan," *Ajudikasi: Jurnal Ilmu Hukum* 5, no. 2 (2021): 179-190, <https://doi.org/10.30656/ajudikasi.v5i2.3942>.

⁴⁵ Hendra Catur Putra, "Kedudukan SEMA Dalam Sistem Hierarki Peraturan-Undang Di Indonesia," *Elqonun: Jurnal Hukum Ketatanegaraan* 1, no. 2 (2022): 130-143.

absolute competence remains and is binding but can change, or this competence can change based on developments in forms of Sharia transactions and business, followed by developments in regulations for resolving Sharia economic cases.

Validity and Legal Certainty of Agreements Concerning Choice of Forum in Settlement of Sharia Economic Cases According to Applicable Legislation

An agreement or contract is a form of agreement between parties regarding something to bind themselves based on their rights and obligations. The contract certainly contains clauses that contain the rights and obligations of the parties, as well as clauses that discuss if a dispute occurs between the parties.⁴⁶ It is known that the general legal basis for a contract or agreement is explained in the Civil Code, which generally concludes that an agreement, contract, or contract has valid legal force as long as it does not violate the provisions of statutory regulations.⁴⁷ The validity of a contract or agreement will generally refer to 1320 of the Civil Code, which must be fulfilled or complied with.⁴⁸ However, the difference between an agreement and a conventional contract lies in the philosophical basis and material legal sources, which include the Koran and Hadith, as well as Sharia principles.⁴⁹ So, the validity of a contract is not only limited to complying with applicable laws and regulations but must be integrated with Sharia principles.

One of the clauses that reflects the integration of Sharia principles in the contract is the selection of a dispute resolution forum if there is a dispute between the parties by choosing a Sharia arbitration institution or a religious court.⁵⁰ In general, the clause on the

⁴⁶ Faturrahman Djamil, *Penyelesaian Pembiayaan Bermasalah Di Bank Syariah* (Jakarta: Sinar Grafika, 2022).

⁴⁷ R V Saisab, "Kajian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Perjanjian Baku," *Lex Privatum* IX, no. 6 (2021): 201-210.

⁴⁸ Andreas Andrie Djatmiko and Ajar Dirgantoro, "Kekuatan Hukum Perjanjian Sewa Menyewa Bangunan Tanpa Dasar Perjanjian Tertulis Ditinjau Pasal 1320 Jo Pasal 1548 Kitab Undang-Undang Hukum Perdata," *Yustitiabelen* 9, no. 2 (2023): 120-132.

⁴⁹ Sinta Noer Hudawati, "Problematika Hukum Formil Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama," *Jurnal Penegakan Hukum Dan Keadilan* 1, no. 1 (2020): 17-40, <https://doi.org/10.18196/jphk.1102>.

⁵⁰ Muhammad Abdul Aziz, "The Effectiveness of Sharia Economic Dispute Resolution between Religious Court and National Sharia Arbitration Board," *JISEL* 5, no. 2 (2022): 216-245.

choice of dispute resolution forum is included in all contract agreements; however, the choice of forum in a Sharia contract must explicitly select an institution that can adjudicate Sharia economic cases, which are substantially different from contract agreements in general. Laws and regulations have also regulated sharia economic matters in property rights disputes. Constitution Number. 48 of 2009 concerning Judicial Power explains that a religious court resolves property disputes by third parties if the parties comply with the implementation of Sharia principles.⁵¹ This was confirmed hierarchically in the legal regulations by issuing Supreme Court Circular Letter (SEMA) No. 4 of 2016 concerning the Formulation of Religious Chambers by explaining that the resolution of property disputes where the object of the dispute is the object of a Sharia contract and the subject is Muslim, then the settlement is in a religious court, while disputes that occur as a result of the birth of a second agreement or contract agreement by a third party can be resolved based on the main case.⁵² Choose the dispute resolution forum in the second agreement or contract.

Conflicts over legislative regulations over the hierarchy of statutory regulations need to be addressed, as well as the principles of *lex superior derogat legi inferior*, *lex specialis derogat legi generali*, and *lex posterior derogat legi priori*.⁵³ According to the level of applicable laws and regulations, the Constitution Number. 3 of 2006 gives religious courts the authority to resolve sharia economic disputes. UU No. 48 of 2009 specifically clarifies property rights disputes in Sharia economic cases in religious courts. Then, SEMA No. 14 of 2016 emphasizes specifically and in detail whether a property rights dispute is caused by a third party in a dispute based on a new agreement on the object of a Sharia dispute. Apart from that, the existence of the Sema generally does not appear to be a statutory regulation for society in general but rather something that must be obeyed by

⁵¹ Miftakhul Huda and Umi Sumbulah, "Normative Justice and Implementation of Sharia Economic Law Disputes: Questioning Law Certainty and Justice," *Petita: Jurnal Kajian Ilmu Hukum Dan Syariah* 9, no. 1 (2024): 340-356.

⁵² Sukiati Sukiati et al., "Copyright as a Waqf Object in the Context of Fiqh and Positive Law," *Al-Istinbat : Jurnal Hukum Islam* 8, no. 1 (2023): 269-290.

⁵³ Nurfaqih Irfani, "Asas Lex Superior, Lex Specialis: Pemaknaan, Problematika, Dan Penggunaan Dalam Penalaran Dan Argumentasi Hukum," *Jurnal Legislasi Indonesia* 16, no. 3 (2020): 305-325.

judges in the exercise of their power and authority within the religious courts based on orders from the Supreme Court.

Table 2: Legal Strength of Each Forum in Sharia Economic Dispute Resolution in Indonesia

Forum	Legal Basis	Legal Strength
Religious Courts	Article 49 Law No. 3 of 2006	Binding and Final
National Sharia Arbitration Board (BASYARNAS)	Law No. 30 of 1999 and DSN-MUI Fatwa	Binding and Enforceable (based on the agreement of the parties)
Civil Court	Outside the authority of Sharia, Economic Disputes	Not competent
Other Arbitration Institutions	Law No. 30 of 1999	Binding and Enforceable (based on the agreement of the parties)

Source: Author's Interpretation

Legal validity in accordance with applicable laws and regulations can provide legal certainty for the parties in resolving disputes. So, in this case, in order to achieve legal certainty and legal validity that does not disregard the principle of freedom of contract and can apply the principle of pure sun servanda, it is necessary to pay attention to the application of the provisions of statutory regulations based on the principles of *lex superior derogat legi inferior*, *lex specialis derogat legi generali*, and the principle *lex posterior derogat legi priori* in understanding the applicable provisions or rules. The birth of SEMA No. 4 of 2016 confirms that clauses in conventional agreements or contracts with the object of Sharia economic disputes have valid legal force and are binding on the parties and authorized institutions.

CONCLUSION

This study concludes that forum selection clauses in Sharia economic contracts have a valid and binding legal status as long as they do not conflict with existing laws and

regulations. In the context of contemporary sharia economic disputes, especially those related to ownership of disputed property, such clauses play a crucial role in determining the absolute jurisdiction of the court. Although, by default, Religious Courts hold jurisdiction over sharia economic disputes, the findings show that this authority is not absolute. In certain cases—such as disputes involving third parties or ownership claims over objects in sharia contracts (e.g., murabahah, ijarah, or rahn contracts)—jurisdiction may shift to the District Court. This is because the core issue is not merely the Sharia contract but also involves ownership rights governed by general civil law. The Supreme Court Circular Letter (SEMA) No. 4 of 2016 strengthens the legal standing of forum selection clauses and affirms that such provisions—whether in conventional or sharia contracts—are legally enforceable. Therefore, choosing a forum, whether through sharia arbitration or a particular court, remains valid as long as it aligns with principles of justice and positive law.

Thus, harmonization between Islamic legal principles and the national legal system is necessary to ensure legal certainty, the effectiveness of dispute resolution forums, and balanced protection of the parties' rights. This study opens opportunities for further research, particularly on the effectiveness of enforcing sharia arbitration decisions in national courts, especially concerning their execution by the District Court. In addition, empirical studies on how contracting parties perceive forum selection in sharia agreements—and the factors influencing their preferences—could offer valuable insights. Comparative studies with countries that adopt similar dual legal systems (such as Malaysia or Pakistan) would also contribute significantly to the development of sharia economic law in Indonesia.

ACKNOWLEDGMENTS

The authors express their deepest gratitude to the institution that has supported the completion of this research. Special thanks to Hasanuddin University Makassar for providing academic resources and a conducive environment for this study. We are also grateful to the faculty members and administrative staff of these institutions for their guidance and support during the research process. Furthermore, our sincere appreciation

goes to the sponsors and funders who contributed to the successful realization of this project. Finally, we extend our gratitude to colleagues and resource persons who provided invaluable input and feedback, which significantly enhanced the quality of this work. Thank you for your continued encouragement and collaboration.

CONFLICT OF INTEREST

The authors declare no conflict of interest regarding the publication of this research titled "The Position of Choice of Forum and Alternative Dispute Resolution Principles in Contemporary Sharia-Based Property Dispute". The study was conducted independently, without any financial or personal relationships that could influence the findings or interpretations.

AUTHOR CONTRIBUTIONS STATEMENT

Abdul Hakim Pratama led the conceptual development of the research, including defining the problem formulation and theoretical framework related to forum choice and alternative dispute resolution (ADR) in sharia-based property disputes. He also coordinated the drafting and final editing of the manuscript. Hasbir Paserangi was responsible for designing the research methodology, particularly the qualitative legal approach and case study analysis. He contributed to data interpretation and reviewed the implications of judicial authority in property-related disputes under Sharia contracts. Adi Nurhani Mufrih conducted primary data collection, including analysis of statutory instruments, jurisprudence, and relevant fatwas. He also contributed to the synthesis of doctrinal and comparative legal elements across different dispute-resolution forums.

Abdul Halim Talli contributed to the legal analysis concerning the relationship between national positive law and Islamic legal principles. He also assisted in reviewing and strengthening the discussion on harmonization between the dual legal system in Indonesia. Mohd Al Adib bin Samuri provided comparative perspectives by analyzing how similar issues are addressed in other dual legal systems, especially in Malaysia. He also contributed to the academic rigor and ensured international relevance in the analysis and

recommendations. All authors have read and approved the final version of the manuscript and share equal responsibility for the content and findings presented.

BIBLIOGRAPHY

- Abdul Aziz, Muhammad. "The Effectiveness Of Sharia Economic Dispute Resolution Between Religious Court And National Sharia Arbitration Board." *JISEL* 5, No. 2 (2022): 216–245.
- Amaliaa, Rizky, And Fairuz Zahirah Zihni Hamdan. "International Journal Of Social Science Research And Review." *International Journal Of Social Science Research And Review* 6, No. 3 (2023): 147–157.
- Arbiana, Mik Imbah, And Fadoilul Umam. "Penyelesaian Sengketa Ekonomi Syariah Dalam Kerangka Hukum Islam Dan Hukum Positif Di Indonesia." *Iqtishaduna: Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syariah* 5, No. 2 (2024): 152–167.
- Aryawan, Made Rawa (Panitera Mahkamah Agung RI). *Kompilasi Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Republik Indonesia*. Keempat. Jakarta: Sekertariat Kepaniteraan Mahkamah Agung RI, 2019.
- Atsar, Abdul, And Azid Izuddin. "Implementation Of Fiqh Based On The Maslahah In Murabahah Financing In Sharia Banking." *Ijtihad : Jurnal Wacana Hukum Islam Dan Kemanusiaan* 18, No. 1 (January 4, 2019): 119. <https://doi.org/10.18326/Ijtihad.V18i1.119-136>.
- Bahauddin, Ahmad Agus. "Rekonstruksi Pengaturan Penyelesaian Sengketa Ekonomi Syariah Dengan Objek Jaminan Hak Tanggungan Berbasis Nilai Keadilan." Universitas Sultan Agung Semarang, 2021.
- Baihaki, Ahmad, And M Rizhan Budi Prasetya. "Kewenangan Absolut Pengadilan Agama Dalam Penyelesaian Sengketa Ekonomi Syariah Pasca Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012." *Krtha Bhayangkara* 15, No. 2 (2021): 289–308.
- Chintya, Aprina. "Urgensi Klausul Pemilihan Penyelesaian Sengketa Ekonomi Syari'Ah Dalam Kontrak." *Tamwil* 8, No. 1 (2022): 29–36. <https://doi.org/10.31958/Jtm.V8i1.5726>.

- Cintyara, Monicke. "Akibat Hukum Wanprestasi Atas Perjanjian Sewa Menyewa." *Wajah Hukum* 7, No. 1 (2023): 66–72.
- Djamil, Faturrahman. *Penyelesaian Pembiayaan Bermasalah Di Bank Syariah*. Jakarta: Sinar Grafika, 2022.
- Djarmiko, Andreas Andrie, And Ajar Dirgantoro. "Kekuatan Hukum Perjanjian Sewa Menyewa Bangunan Tanpa Dasar Perjanjian Tertulis Ditinjau Pasal 1320 Jo Pasal 1548 Kitab Undang-Undang Hukum Perdata." *Yustitiabelen* 9, No. 2 (2023): 120–132.
- Emzaed, Ali Murtadho, Ibnu Elmi AS Pelu, And Shakhzod Tokhirov. "Islamic Law Legislation In Indonesia: Anomalies Of The Relationship Between Political Configuration And Zakat Legal Product During The Reform Era." *Al-Manahij: Jurnal Kajian Hukum Islam* 17, No. 1 (May 29, 2023): 97–112. <https://doi.org/10.24090/mnh.v17i1.7815>.
- Hadiyanto, Redi. "Penyelesaian Sengketa Ekonomi Syariah Menjadi Kewenangan Pengadilan Agama Pasca Putusan Mahkamah Konstitusi Nomor 93/Puu-X/2012." *Tahkim (Jurnal Peradaban Dan Hukum Islam)* 3, No. 1 (2020): 59–77. <https://doi.org/10.29313/tahkim.v3i1.5644>.
- Hendrianto. "Pilihan Sengketa Ekonomi Syariah : Konsep Melalui Litigasi Dan Non Litigasi." *Al-Amwal: Journal Of Islamic Economic Law* 6, No. 2 (2021): 24–39.
- Herliana. "Maqasid Al-Sharia In Court-Mediation Reform: A Study On Efficiency And Social Justice In Medical Disputes." *De Jure: Jurnal Hukum Dan Syar'iah* 15, No. 2 (2023): 214–229. <https://doi.org/10.18860/j-fsh.v15i2.23962>.
- Hidayah, Nur. *Penyelesaian Sengketa Ekonomi Syariah Di Indonesia: Kasus Perbankan Syariah*. Sleman: Deepublish, 2023.
- Hidayat, Yusup. *Penyelesaian Sengketa Ekonomi Syariah Di Indonesia*. Prenada Media, 2020.
- Huda, Miftakhul, And Umi Sumbulah. "Normative Justice And Implementation Of Sharia Economic Law Disputes: Questioning Law Certainty And Justice." *Petita: Jurnal Kajian Ilmu Hukum Dan Syariah* 9, No. 1 (2024): 340–356.
- Hudawati, Sinta Noer. "Problematisasi Hukum Formil Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama." *Jurnal Penegakan Hukum Dan Keadilan* 1, No. 1 (2020):

- 17-40. <https://doi.org/10.18196/jphk.1102>.
- Irfani, Nurfaqih. "Asas Lex Superior, Lex Specialis: Pemaknaan, Problematika, Dan Penggunaan Dalam Penalaran Dan Argumentasi Hukum." *Jurnal Legislasi Indonesia* 16, No. 3 (2020): 305-325.
- Ishak, Andi, Syahrudin Nawi, Hamzah Baharuddin, And Syamsul Alam. "Penyelesaian Sengketa Perbankan Syariah Menurut Peraturan Perundang-Undangan." *Journal Of Lex Generalis (JLS)* 2, No. 1 (2021): 168-184.
- Jafar, Wahyu Abdul. "Mursalah Sebagai Alternatif Problem Solving Dalam Hukum Islam." *Jurnal Hukum* 13, No. 1 (2016): 97. <https://ejournal.metrouniv.ac.id/index.php/istinbath/article/view/544><https://ejournal.metrouniv.ac.id/index.php/istinbath/article/download/544/476>.
- Jusuf, Muhamad Bacharuddin, And Adara Khalfani Mazin. "Penerapan Teori Hans Kelsen Sebagai Bentuk Upaya Tertib Hukum Di Indonesia." *Das Sollen: Jurnal Kajian Kontemporer Hukum Dan Masyarakat* 2, No. 01 (2024).
- Kannur, Fauzul Abid Libasuttaqwa Al, Anggita Haniffitriyana, And Amalia Nur Sabrina. "Analisis Penyelesaian Sengketa Ekonomi Syariah Melalui Badan Arbitase Syariah Nasional (Basyarnas) Dan Litigasi." *Sibatik Journal: Jurnal Ilmiah Bidang Sosial, Ekonomi, Budaya, Teknologi, Dan Pendidikan* 2, No. 11 (2023): 3671-3682.
- Karimuddin, Karimuddin, Muhammad Haeqal, Rahmad Efendi, Marhadi Marhadi, And Ahmad Rezy Meidina. "Bank Interest In The Contemporary Era: Problem Of Ad'afan Muda'afah Interpretation In Determining Law Of Usury." *Milrev : Metro Islamic Law Review* 3, No. 1 (April 4, 2024): 43. <https://doi.org/10.32332/milrev.v3i1.8948>.
- Marlina, Heni, And Luil Maknun. "Penyelesaian Sengketa Perbankan Syariah Melalui Litigasi Menurut Peraturan Perundang Undangan Di Indonesia." *Disiplin: Majalah Civitas Akademika Sekolah Tinggi Ilmu Hukum Sumpah Pemuda* 28, No. 2 (2022): 77-90.
- Mas' Ud, Muhamad, Rosbandi Rosbandi, And Sugih Suryagalih. "Ekonomi Syariah Penyelesaian Sengketa Ekonomi Syariah Di Pengadilan Agama Pasca UU Nomor 3 Tahun 2006 Jo Nomor 50 Tahun 2009: Hukum Islam." *Islamika: Jurnal Agama, Pendidikan Dan Sosial Budaya* 15, No. 1 (2021): 28-45.

- Maulana, Ahmad Reza, And Mariani. "Penyelesaian Sengketa Ekonomi Syariah Pada Arbitrase." *Banjarese: Journal Of International Multidisciplinary Research* 1, No. 1 (2023): 84-93.
- Muhammad Wandisyah R Hutagalung, M E. *Analisis Pembiayaan Bank Syariah*. Merdeka Kreasi Group, 2022.
- Putra, Hendra Catur. "Kedudukan SEMA Dalam Sistem Hierarki Perundang-Undangan Di Indonesia." *Elqonun: Jurnal Hukum Ketatanegaraan* 1, No. 2 (2022): 130-143.
- Rachman, Abdul, Sri Tamara Devi, And Widi Astuti. "Peran Badan Arbitrase Syariah Nasional Majelis Ulama Indonesia (Basyarnas-Mui) Dalam Mengatasi Sengketa Perbankan Syariah Di Indonesia." *Madani Syari'ah* 5, No. 2 (2022): 108-120.
- Rasyid, Abdul, And Tiska Andita Putri. "The Authority Of Dispute Settlement Institution Of Shariah Banking An Analysis Of Constitutional Court' S Decision Number 93 / PUU-X / 2012." *Jurnal Yudisial* 12, No. 2 (2019): 159-177.
- Ridha, Irfan, Al Hilal Hamdi, Alfani Tiara Azmy, Angga Restiamedy, And Anggi Romaito. "Kedudukan Hukum Dalam Perbankan Syariah Pada Sistem Perbankan Nasional." *Madani: Jurnal Ilmiah Multidisipliner* 1, No. 12 (2024): 645-650.
- Rokilah, Rokilah, And Sulasno Sulasno. "Penerapan Asas Hukum Dalam Pembentukan Peraturan Perundang-Undangan." *Ajudikasi : Jurnal Ilmu Hukum* 5, No. 2 (2021): 179-190. <https://doi.org/10.30656/Ajudikasi.V5i2.3942>.
- Saifudin, Saifudin. *Dasar-Dasar Hukum Perdata*. Penerbit Tahta Media, 2024.
- Saisab, R V. "Kajian Hukum Penerapan Asas Kebebasan Berkontrak Dalam Perjanjian Baku." *Lex Privatum* IX, No. 6 (2021): 201-210.
- Sakti, Lanang, And Nadhira Wahyu Adityarani. "Kewenangan Penyelesaian Sengketa Bisnis Syariah Di Indonesia." *Jurnal Fundamental Justice* 2, No. 1 (2021): 13-26. <https://doi.org/10.30812/Fundamental.V2i1.1059>.
- Salam, Safrin, And Andi Marlina. "Menguji Eksistensi Pengadilan Agama Dalam Menyelesaikan Sengketa Ekonomi Syariah." *Indonesian Journal Of Criminal Law* 3, No. 1 (2021): 24-32.
- Sinayang, Baiq Inti Dhen. "Alternatif Penyelesaian Sengketa Ekonomi Syariah Melalui

- Badan Arbitrase Syariah Nasional Dan Lembaga Alternatif Penyelesaian Sengketa Dalam Prospek Perkembangan Ekonomi Syariah Di Indonesia.” *Dharmasisya, Jurnal Program Magister Hukum FHUI* 2, No. 5 (2023): 1105–1114. <https://doi.org/10.26623/julr.v6i2.6392>.
- Siregar, Resi Atna. “Analisis Terhadap Undang-Undang Nomor 30 Tahun 1999 Tentang Arbitrase Dan Alternatif Penyelesaian Sengketa.” *Jurnal Islamic Circle* 2, No. 1 (2021): 41–51.
- Sukiati, Sukiati, Rahmadany Rahmadany, Muhamad Hasan Sebyar, And Purnama Hidayah Harahap. "Copyright As A Waqf Object In The Context Of Fiqh And Positive Law." *Al-Istinbat : Jurnal Hukum Islam* 8, No. 1 (2023): 269–290.
- Tim ADHKL. *Progres Hukum Keluarga Islam Di Indonesia Pasca Reformasi (Dimensi Hukum Nasional - Fiqh Islam - Kearifan Lokal)*. CV. Istana Agency. Pertama. Yogyakarta, 2020.
- Uliya, Zahrotul, Heri Sunandar, And Nurnasrina. “Penyelesaian Sengketa Perbankan Syariah Di Indonesia.” *Money: Journal Of Financial And Islamic Banking* 1, No. 1 (2023): 23–31. <https://doi.org/10.54471/Njis.2020.1.2.106-112>.
- Umam, Nurul, And Erie Hariyanto. “Perbandingan Penyelesaian Sengketa Ekonomi Syariah Pada Masa Nabi Muhammad SAW. Dan Di Era Reformasi.” *Al-Huquq: Journal Of Indonesian Islamic Economic Law* 2, No. 2 (2020): 160–174.
- Wajdi, Farid, Umami Salamah Lubis, And Diana Susanti. *Hukum Arbitrase Dan Alternatif Penyelesaian Sengketa Bisnis: Dilengkapi Arbitrase Online Dan Arbitrase Syariah*. Edited By Variza Octifanny Rahmadiani And Kurniawan Ahmad. Jakarta Barat: Sinar Grafika, 2023.
- Waruwu, Ariful Hakim, Tan Kamello, T Keizerina Devi Azwar, And Abd Harris. “Kewenangan Arbiter Dalam Memutus Sengketa Bisnis Arbitrase Secara Ex Aequo Et Bono.” *Locus Journal Of Academic Literature Review* 2, No. 2 (2023): 986–999.
- Widodo, Sri. "The Religious Courts' Authority To Adjudicate Disputes Based On Principal Agreements And Security Agreements Deu To Different Choice Of Law." *Prophetic Law Review* 4, No. 1 (2022): 92–109. <https://doi.org/10.20885/PLR.Vol4.Iss1.Art5>.

Winarta, Frans Hendra. *Hukum Penyelesaian Sengketa Arbitrase Nasional Indonesia Dan Internasional: Edisi Kedua*. Kedua. Jakarta: Sinar Grafika, 2022.

Zada, Khamami, Mundzier Suparta, Bambang Ruswadi, Harapandi Dahri, And Mualimin Mochammad Sahid. "Constitutionalizing Sharia: Identity And Independence Of Islamic Politics Among Students." *Juris: Jurnal Ilmiah Syariah* 21, No. 2 (2022): 195–206. <https://doi.org/10.31958/Juris.V21i2.6954>.