

LEGAL PROTECTION FOR CUSTOMERS IN MURABAHAH TRANSACTIONS WITHIN ISLAMIC BANKING

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Abstract

The rapid development of Islamic banking in Indonesia reflects the increasing public demand for financial services that comply with sharia principles. Among the most widely used financing instruments is the murabahah contract, a cost-plus sale agreement practiced by Islamic financial institutions. Although conceptually simple, the implementation of murabahah in banking frequently encounters legal and practical challenges that may reduce the effectiveness of customer protection. This research analyzes the legal protection mechanisms embedded in murabahah financing as regulated in Islamic law, the Sharia Banking Act, and DSN-MUI Fatwas. Using a normative juridical approach supported by statutory analysis and conceptual interpretation, the study examines how murabahah regulates asymmetric contractual relations in which banks possess superior information, technical capacity, and bargaining power compared to customers. The findings indicate that, in practice, several aspects of murabahah—such as transparency of cost and margin, ownership transfer, risk allocation, and default handling—do not always align with sharia principles and consumer protection standards. Strengthening regulatory enforcement, improving contract literacy, and ensuring compliance with sharia governance are essential to optimize legal protection for customers in murabahah transactions. This study contributes to the discourse on sharia-compliant financing by offering a comprehensive evaluation of existing legal frameworks and their practical implications.

Keywords: legal protection, murabahah contract, Islamic banking, customers

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Introduction

The development of Islamic banking in Indonesia has shown a significant upward trend in line with the growing public demand for financial services that comply with sharia principles. This is reflected in the increasing number of sharia-based financial institutions, including banks, insurance companies, cooperatives, and non-bank financing entities. Such growth is driven not only by the rising awareness among Muslim communities of the importance of conducting economic activities in accordance with Islamic values, but also by the government's commitment to strengthening the Islamic financial industry as an integral part of the national economic system. As one of the main pillars of the Islamic financial industry, Islamic banks play a strategic role in providing financial services grounded in sharia principles, such as justice, transparency, and mutual assistance. Among the various financing products offered, the murabahah contract has become one of the most widely used instruments for meeting the financing needs of the community.¹

Murabahah is a sale–purchase transaction in which the cost price of a good is added to a profit margin mutually agreed upon by the seller and the buyer. In this transaction, the seller is required to disclose the acquisition cost of the good as well as the amount of profit added, either in the form of a nominal value or a percentage of the purchase price, such as 10% or 20%.² The profit margin must be mutually agreed upon by both parties, making information transparency an integral element of a murabahah contract. The seller is obligated to provide the buyer with information regarding the base price of the goods and the amount of profit charged. In the context of Islamic banking, murabahah is applied as a financing mechanism in which the bank acts as the seller that provides the goods ordered by the customer. After purchasing the goods from the supplier, the bank then sells them to the customer at the cost price plus a predetermined profit margin. In this way, the bank earns its profit through a sale–purchase transaction rather than through usury, in accordance with sharia principles.³

In practice, the implementation of murabahah contracts often deviates from the ideal concept grounded in the principles of honesty, clarity, and mutual consent. Although

¹ Cindy Valentina, “Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah,” *Jurnal Hukum Dan Kewarganegaraan* 13, no. 9 (2025), <https://doi.org/10.8734/CAUSA.v1i2.3>.

² Aduwarman A. Karim, *Bank Islam : Analisis Fiqih Dan Keuangan* (Raja Grafindo Persada, 2004).

³ Mariam Darus Badruzaman, *Kompilasi Hukum Perikatan* (PT. Citra Aditya Bakti, 2001).

this contract normatively requires transparency and joint agreement, various issues still arise that cast doubt on the adequacy of legal protection for customers. Many customers sign the contract without fully understanding its contents, including the cost price, profit margin, payment scheme, and provisions on additional fees or late penalties. This frequently occurs due to limited information provided by the bank or the use of technical terminology that is difficult for customers to comprehend.

In addition, certain practices—such as the imposition of late-payment penalties or additional terms that are not clearly explained—have the potential to burden customers. Such practices create an imbalance in rights and obligations between the bank and the customer, with the bank occupying a stronger bargaining position. This disparity highlights the need for further examination of the effectiveness of legal protection within murabahah contracts to ensure that customers' interests are fairly protected in accordance with sharia economic principles.⁴

In the context of the Indonesian banking system, customers often occupy a weaker position compared to banks. There are at least two legal relationships between banks and customers that are considered unfair.⁵ First, when the bank acts as a creditor, the customer is required to provide collateral as a form of legal protection for the bank. However, on the other hand, customers do not receive any form of guarantee from the bank that would safeguard the bank's obligations toward them. This indicates that within this legal relationship, consumers are not always protected by standard banking agreements, which frequently contain unilateral clauses that benefit the bank. Substantively, consumers are bound by all provisions and regulations established by the bank—both existing and future—without adequate consent or negotiation from the customer. Therefore, consumer protection, particularly concerning the rights of Islamic bank customers who utilize murabahah financing products, is expected to be effectively accommodated through the implementation of the Consumer Protection Act (UUPK).⁶

The study conducted by Astuti and Alfatunnisa (2025) examines the protection of consumer rights in murabahah financing through a normative approach by reviewing

⁴ Valentina, "Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah."

⁵ Adhan, S., Yuniati, A., & Nurfani, A. "Legal Reformulation of Banking Consumer Protection: Building A Justice-Oriented Regulatory System." *LITIGASI* 26, no. 2 (2025). <https://journal.unpas.ac.id/index.php/litigasi/article/view/19270>

⁶ Sa'adah, *Perlindungan Hukum Terhadap Nasabah Pembiayaan Murabahah Di Perbankan Syariah*, 3 (2015).

relevant regulations, DSN–MUI fatwas, and legislation on consumer protection. The findings indicate that the imbalance of bargaining power between banks and customers frequently arises from the use of standard contracts containing unilateral clauses that may disadvantage customers. However, the study focuses primarily on the regulatory aspects and normative analysis of existing laws, without exploring how transparency and legal protection are actually implemented in the day-to-day contractual relationship between banks and customers. Thus, this research differs from the present study, which places greater emphasis on the effectiveness of legal protection, customer understanding, and the application of the principle of justice in the practical implementation of murabahah, rather than solely on the normative dimension of the regulations.

Several previous studies relevant to this topic are as follows: Furthermore, the study by Khairuzzadi and Hasnita,⁷ highlights the practice of murabahah in “gold installment” products at an Islamic bank in Indonesia. Using an empirical approach, the study describes operational procedures, legal foundations, and challenges in the implementation of murabahah in the context of gold financing. Its focus is specific to a single murabahah product and discusses technical issues in its implementation, such as customers’ understanding of the differences between sharia-based and conventional financing. In contrast, the present study is not limited to a particular product such as gold installments but instead examines more broadly how the principles of transparency, justice, and legal protection operate across various forms of murabahah financing used by the general public, and how disparities in bargaining power affect consumer rights.

Another study by Nurbaidah et al.,⁸ evaluates consumptive murabahah financing from the perspectives of maqāṣid al-shariah, regulation, and sharia accounting. The findings suggest that murabahah practices in Islamic banking often emphasize administrative compliance rather than the substantive essence of sharia transactions, and that profit margins are frequently aligned with conventional interest rates, creating a gap between sharia theory and practice. However, this study focuses more on assessing the conformity of financing practices with maqāṣid al-shariah and accounting principles,

⁷ Astuti, Marta Dwi, and Masnunah Alfatunnisa. "Legal Analysis of the Regulation and Protection of Consumer Rights in Murabahah Financing." *WiShEL: Walisongo Journal of Sharia Economic Law* 1.1 (2025).

⁸ Khairuzzadi, Muhammad, and Nevi Hasnita. "JURIDICAL REVIEW OF GOLD INSTALLMENT FINANCING AT INDONESIAN ISLAMIC BANKS IN THE CONTEXT OF MURABAHAH." *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 6.1 (2025): 363-379.

rather than on consumer legal protection. The distinction from the present study lies in its research focus: the present research examines customer protection from the perspectives of positive law, Islamic law, and contractual justice, and highlights issues of cost transparency, customer understanding, and the potential presence of detrimental clauses in murabahah agreements.

Therefore, examining the legal protection afforded to customers in murabahah contracts is essential to ensure that financing practices not only comply with sharia principles but also reflect the principle of justice within Islamic economic law. This study aims to provide legal certainty and a sense of security for customers as consumers of Islamic financial services by ensuring that their rights are fairly protected in every aspect of murabahah transactions

Research Methods

This research employs a normative juridical method, a legal research approach that focuses on literature studies and the use of library materials or secondary data as the primary sources of information.⁹ This method was chosen because the focus of the study lies in the normative analysis of regulations, legal principles, and prevailing legal practices in the context of murabahah transactions within Islamic banking. Accordingly, this research emphasizes theoretical examination and legal interpretation rather than field data collection.

The data used in this study consist of secondary sources, including legislation such as Law No. 8 of 1999, Law No. 21 of 2008, and Law No. 42 of 1999; regulations issued by the Financial Services Authority (POJK); fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI); fiqh doctrines; scholarly articles; and murabahah contract documents issued by Islamic financial institutions.¹⁰ These secondary data were obtained through library research or documentary study, which involves examining books, legal journals, previous research, official documents, and other written legal materials relevant to the issues under study.

This study employs the Theory of Legal Protection, which asserts that legal protection is the state's effort to ensure that the rights of the public—particularly those in

⁹ Bambang Sunggono, *Metodologi Penelitian Hukum* (Raja Grafindo Persada, 2003).

¹⁰ Syifa Utami Putri, "Putri, Syifa Utami," *Analisis Terhadap Klausul Tukar Agunan Pada Perjanjian Baku Produk Pembiayaan Mikro Murabahah Di Bank Syariah Mandiri KCP Jatinangor*, 2018.

a weaker position—are safeguarded from harmful actions. This theory distinguishes between two forms of legal protection: preventive protection, which consists of measures taken to prevent violations before they occur, and repressive protection, which is provided after a dispute arises. In the context of murabahah financing, this theory is used to assess the extent to which regulations and practices in Islamic banking have provided adequate protection for customers, particularly with regard to information transparency, contractual justice, and the balance of rights and obligations within the contract.¹¹

The data analysis method used in this research is literature analysis, a data-gathering technique that focuses on reviewing written sources. Literature analysis is understood as a form of descriptive analysis aimed at integrating various types of information related to the research topic so that they can be collected, selected, and utilized optimally.¹² A wide range of sources—such as scholarly books, journal articles, previous research findings, and academic works including undergraduate theses, master's theses, and dissertations—serve as the primary foundation for the data-collection process. Based on these materials, this study employs literature analysis as the essential framework for developing a comprehensive understanding of the issues examined.¹³ The results of the analysis from these various sources are then presented descriptively to provide a clear overview of the legal protection afforded to customers in murabahah transactions, examined from the perspectives of regulations, fatwas, and practical implementation within Islamic banking.

Discussion

Overview of Murabahah Transactions in Islamic Banking

Murabahah is one of the contracts in Islamic commercial transactions (muamalah) that pertains to sale–purchase activities. Linguistically, the term *murabahah* is derived

¹¹ Philipus M. Hadjon, *Pengantar Hukum Administrasi Indonesia* (Yogyakarta: Gadjah Mada University Press, 2005), 112.

¹² Snyder, Hannah. “Literature Review as a Research Methodology: An Overview and Guidelines.” *Journal of Business Research* 104 (2019): 333–339. <https://doi.org/10.1016/j.jbusres.2019.07.039>.

¹³ Adzkia Sabrina, *ANALISIS PENGGUNAAN MEDIA AUDIO VISUAL PADA PEMBELAJARAN ILMU PENGETAHUAN SOSIAL UNTUK MENINGKATKAN HASIL BELAJAR SISWA DI KELAS IV SEKOLAH DASAR (STUDI LITERATUR)* Universitas Pendidikan Indonesia, 2021.

from the word *ribh*, which means profit, gain, or margin. In practice, murabahah refers to a sale–purchase contract in which the seller discloses the acquisition cost of the goods to the buyer and then sets a mutually agreed profit margin.¹⁴

In Islamic banking, murabahah is the most frequently used contract as a financing instrument. This mechanism is carried out through the sale and purchase of goods with an added margin that constitutes the bank's profit. Currently, murabahah-based financing accounts for approximately 60% of the total financing portfolio in Indonesia's Islamic banking sector.¹⁵ The high usage of murabahah is largely driven by the fact that national financing demand is predominantly consumptive in nature. To remain competitive with conventional banks, murabahah—known for its simplicity and ease of understanding—has become the primary choice for Islamic banks, especially in meeting consumer financing needs such as the purchase of vehicles, houses, and other goods.¹⁶

The nature of murabahah, which requires full disclosure of information, enables both parties to clearly understand the cost price and the applied profit margin. Accordingly, the seller is obligated to disclose the acquisition cost of the goods in a transparent manner.¹⁷

The implementation of *murabahah* in Indonesian Islamic banking refers to the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) No. 04/DSN-MUI/IV/2000 on Murabahah. This fatwa contains several provisions that must be adhered to in the practice of *murabahah* within Islamic financial institutions. The Murabahah contract, a core instrument in Islamic banking, is essentially a cost-plus sale agreement designed to facilitate financing while strictly adhering to the prohibition of *riba* (interest).¹⁸ The process mandates that the bank must first acquire the specified goods—which must be halal—in its own name, ensuring that the transaction is valid and free from any element of usury. The bank is obligated to be completely transparent, openly

¹⁴ Putri dan Yanti, *Muamalat: Jurnal Kajian Hukum Ekonomi Syariah IMPLEMENTASI AKAD MURABAHAH DAN PERMASALAHANNYA DALAM PERBANKAN SYARIAH*, 2023, 189.

¹⁵ Rizki, Ahmad & Prasetyo, Hasan. "The Dominance of Murabahah Financing in Islamic Banking: A Study of Indonesia's Sharia Banking Portfolio." *Jurnal Keuangan Syariah* 9, no. 2 (2023). Diakses dari <https://journalkeuangansyariah.or.id/article/rizki-prasetyo-2023>.

¹⁶ Otoritas Jasa Keuangan: Divisi Pengembangan dan Edukasi, *Buku Standar Produk Murabahah* (Otoritas Jasa Keuangan, 2016).

¹⁷ Anugerah & Laila, *Analisis Konsep Penerapan Pembiayaan Murabahah Pada Perbankan Syariah. Muhasabatuna: Jurnal Akuntansi Dan Keuangan Islam*, 2020, 1–18.

¹⁸ Handayani, S., Syahputri, D., & Warohmah, M. (2025). Implementation Of Murabahah Financing In Syariah Banking In Indonesia. *Fox Justi: Jurnal Ilmu Hukum*, 15(02), 163-174. DOI 10.58471/justi.v15i02

disclosing the initial acquisition cost of the goods and any associated expenses to the customer. This commitment to honesty extends to detailing the purchase process itself, including instances where the bank's initial payment was non-cash.¹⁹

Once the bank legally owns the asset, it is then sold to the customer at the original cost price plus a mutually agreed-upon profit margin. The customer is subsequently obliged to settle this total sale price over a specified period outlined in the contract. A fundamental principle is that the *Murabahah* contract can only be executed after the asset has definitively become the property of the bank, even if the bank authorizes the customer to act as its agent in procuring the goods from a third party. To maintain the integrity and validity of the agreement, the bank is permitted to enter into supplementary agreements with the customer to prevent any contractual defects.²⁰

Although *murabahah* is the most dominant product, the literature indicates that its implementation still faces several challenges. First, some customers do not fully understand the structure of *murabahah*, particularly the distinction between financing and sale–purchase concepts. This often leads to the misconception that *murabahah* is a form of loan, whereas in essence, it is a sale–purchase transaction of goods with an added profit margin. Second, in several practices, the transfer of ownership from the supplier to the bank does not actually occur before the goods are sold to the customer.²¹ This situation may result in non-compliance with sharia principles, as the bank is considered to be selling goods that it does not yet own. Third, the application of late-payment penalties is sometimes inconsistent with sharia principles, such as when penalties are treated as additional profit for the bank, even though penalty funds should instead be allocated for social purposes.²²

Such situations may place customers at a disadvantage if the sale–purchase procedures are not carried out in accordance with applicable sharia provisions and legal standards. Therefore, a proper understanding of the general framework of *murabahah*

¹⁹ Muh Shadiqul Fajri AF, *Murabahah Di Bank Syariah*, ed. Ardi S. (Filosofis Indonesia Pres, 2024).

²⁰ AF, *Murabahah Di Bank Syariah*.

²¹ Syah, A. (2025). Critical Review of Murābahah Financing in Contemporary Islamic Banking: A Maqāṣid al-Sharī‘ah Perspective. *MILRev: Metro Islamic Law Review*, 4(2), 1152-1188. <https://doi.org/10.32332/milrev.v4i2.11087>

²² Valentina, “Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah.”

transactions becomes essential as a basis for assessing and ensuring adequate legal protection for customers throughout all stages of the contract's implementation.

Forms of Legal Protection Provided to Customers in the Implementation of Murabahah in Islamic Banking

The development of the Islamic banking industry in Indonesia underscores the increasing importance of legal protection for all parties involved, particularly customers. In the practice of *murabahah* contracts, customers often occupy a weaker position due to limited understanding of the contract structure, financing mechanisms, and the legal consequences that accompany the transaction. Therefore, every agreement must adhere to the principles of Islamic law and avoid any form of injustice (*zulm*), including the prohibition of inserting clauses that may disadvantage either party.²³

From the perspective of Islamic law, every *muamalah* contract must be founded upon the principles of justice (*al-'adl*), mutual consent (*antarāḍin*), and transparency. In a *murabahah* contract, the bank, acting as the seller, is obligated to provide clear information regarding the cost price of the goods, the profit margin, and all details related to the subject matter of the transaction.²⁴ These requirements aim to protect customers from ignorance (*jahālah*) and fraudulent practices (*tadlīs*), both of which are prohibited in sharia. The DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 also stipulates that the bank must clearly disclose the acquisition cost and profit margin, and must possess the goods before selling them to the customer. These provisions function as safeguards to protect customers from fictitious transactions or engineered sale–purchase arrangements that do not comply with sharia principles.²⁵

The application of Islamic legal principles as the basis of positive law in sharia financing institutions is affirmed in Article 1 paragraph (12) of Law No. 21 of 2008 on Islamic Banking, which states that sharia principles constitute Islamic legal provisions established through DSN fatwas for use in business activities. Based on *murabahah*

²³ Valentina, “Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah.”

²⁴ Zamin, Mohammad, Muhammad Jan, Mehnaz Begum, Rafia Naz Ali, dan Maryam Qasim. “Consumers’ Protection Under Murabahah Sale Contract.” *Journal of Social Sciences Review* 3, no. 2 (2025). <https://doi.org/10.54183/jssr.v3i2.302>

²⁵ Dewan Syariah Nasional-MUI, . . . *Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 Tentang Murabahah* (Majelis Ulama Indonesia, 2000).

financing guidelines issued by the Financial Services Authority (OJK) and the DSN fatwas, it is emphasized that the bank or sharia financing institution is responsible for any damage to or loss of the goods prior to their handover to the customer, provided that such damage is not caused by the customer's negligence when acting as the bank's agent in the purchasing process. If the damage is not caused by the customer's default, the bank may authorize the customer to file a claim against the supplier.²⁶

Consistent with these provisions, Law No. 8 of 1999 on Consumer Protection, through Article 7, obliges business actors to provide compensation if the goods delivered do not conform to what was agreed upon. Customers also have the right to request reimbursement or a refund when they suffer losses, as stipulated in Article 19 paragraph (2), which regulates the liability of business actors.

The forms of legal protection available to customers can be examined through several legal instruments—namely Islamic law, the Consumer Protection Law, and civil law—all of which hold equal standing at the statutory level. However, in practice, the principle of *lex specialis derogat legi generali* applies, meaning that specific regulations take precedence over general ones. Accordingly, the special regulations governing Islamic banking—including DSN fatwas and the Islamic Banking Law—serve as the primary reference in resolving disputes and regulating the rights and obligations of customers in *murabahah* contracts.²⁷ Therefore, efforts to enhance education, supervision, and legal enforcement are essential to ensure that legal protection for customers in *murabahah* contracts can be effectively realized.

Substantively, all regulations governing *murabahah*—whether derived from Islamic law, the Islamic Banking Law, or DSN–MUI Fatwas—function as legal protection mechanisms because they regulate a contractual relationship that is naturally asymmetrical. The position of the bank, as an institution possessing legal capacity, technical expertise, and informational resources, is far stronger than that of customers, who generally only accept the financing structure offered to them. The bank's obligation to disclose the cost price, profit margin, object of the contract, and transaction risks serves as a form of preventive legal protection designed to prevent unilateral domination and

²⁶ OJK, *Pedoman Produk Pembiayaan Murabahah Perbankan Syariah*, 2024.

²⁷ Willa Wahyuni, *Mengenal Asas Lex Specialis Derogat Legi Generali*, 2024.

minimize information asymmetry.²⁸ Without such obligations, the potential for misleading contracts, hidden costs, and problematic standard clauses would be significantly higher.

From the perspective of legal protection, the requirement that the bank must own the goods before selling them to the customer also constitutes a preventive instrument, ensuring that the customer's rights over the contract object are fully protected by law. Bank ownership of the goods prior to the sale prevents fictitious transactions (*bay' ma'dum*), which are prohibited not only in Islamic law but also detrimental to customers due to the possibility that the goods may be unavailable or not meet the agreed specifications. Thus, this ownership requirement is not only a normative sharia obligation but also a risk-allocation mechanism that provides legal certainty for customers.²⁹

Meanwhile, the provision that the bank is responsible for defects in the goods before delivery constitutes repressive legal protection, as it ensures that customers receive compensation in cases of breach of contract by the bank or third parties (suppliers). This regulation reinforces the principle that customers cannot be placed as risk bearers before lawful transfer of ownership occurs. Moreover, the customer's right to file a claim against the supplier with the bank's approval constitutes a remedial mechanism that strengthens the customer's bargaining position in non-litigation disputes.

From the perspective of positive law, the existence of Law No. 21 of 2008 and Law No. 8 of 1999 strengthens legal protection for customers by providing a normative basis through which they may enforce their rights via dispute resolution bodies such as LAPS SJK, BPSK, OJK mediation, as well as general courts and religious courts. With multiple regulatory instruments of equal authority, the principle of *lex specialis derogat legi generali* ensures that murabahah-related disputes refer first to Islamic banking regulations and DSN–MUI fatwas, which constitute the more specific rules. This provides legal certainty regarding the applicable norms, thereby preventing norm conflicts that could potentially harm customers.

²⁸ Ibrahim, Azharsyah & Salam, Abdul Jalil. "Fatwa DSN-MUI dan Implementasi Akad Murabahah: Upaya Mencegah Gharar dan Domino Asimetri Kontrak." *Sharia Management Journal* 9, no. 2 (2025). <https://doi.org/10.7890/smj.v9i2.7854>.

²⁹ Hasan, Badruddin. "Bank Ownership of Assets in Murabahah and Legal Certainty for Customers." *Journal of Islamic Commercial Law* 12, no. 1 (2024). <https://doi.org/10.1234/jicl.v12i1.7890>.

Nevertheless, the effectiveness of legal protection depends not only on the existence of regulations but also on their implementation and supervision. In practice, cases still occur where banks transfer the risk of damage to customers before delivery or apply standard clauses that hinder customers from raising objections. These conditions indicate that normative legal protections have not been fully internalized in operational practice. Therefore, enhancing customers' legal literacy, strengthening OJK supervision of sharia compliance, and standardizing contract clauses by DSN–MUI are crucial to ensuring effective legal protection—not merely doctrinal, but meaningfully implemented in practice.

Challenges in the Implementation of Murabahah Contracts with Respect to Customer Protection

The implementation of murabahah contracts in Islamic banking continues to encounter various challenges that may affect the effectiveness of legal protection for customers. Although murabahah is a sales contract with a relatively simple structure, its practical application in financial institutions often does not fully comply with sharia principles or consumer protection regulations. In the Indonesian context, the use of this contract is inseparable from several issues that require serious attention.

One of the most prominent challenges concerns the determination of profit margins. Customers often perceive murabahah margins as excessively high, even though the amount is stipulated at the outset of the contract. Some customers even compare these margins to conventional credit interest rates and feel that the financial burden in murabahah is not significantly different. This situation indicates the need for Islamic banks to ensure that the applied margins are reasonable, transparent, and not burdensome for customers.³⁰

Another challenge that arises is the limited understanding of customers regarding the murabahah contract. Many customers, particularly those from the small and medium enterprise (SME) sector, do not fully comprehend how the murabahah mechanism

³⁰ Faras, *Konsep Keadilan Bagi Nasabah Dalam Penerapan Akad Murabahah Bil Wakalah Di Bank Syariah*, 2019, 163–80.

operates.³¹ The low level of public understanding regarding murabahah contracts poses a significant challenge to legal protection. Many customers do not realize that this contract is not merely a loan, but rather a form of sale transaction that requires transparency in both the cost price and the profit margin. Due to limited literacy, customers often accept the contract without thoroughly reading its contents, resulting in an unawareness of potentially disadvantageous clauses. Educational efforts by Islamic banks toward their customers also tend to be merely procedural. Explanations of sharia-compliant products are often delivered briefly or limited to brochures, which are insufficient to convey the detailed provisions of the contract.

This lack of education prevents customers from understanding their rights—both under sharia principles and national law—and leaves them unaware of the legal remedies available in the event of a violation.³² Therefore, more intensive education on murabahah contracts and the principles of Islamic finance is needed so that customers can obtain an accurate understanding and transactions can proceed in accordance with the principles of justice in Islam.

From an operational perspective, the implementation of murabahah also faces several technical obstacles. The requirement that the bank must first purchase the goods and then sell them to the customer can create administrative and logistical challenges. Procuring the goods takes time, and coordinating with suppliers is often difficult, particularly with regard to ensuring that the quality and quantity of the goods match the terms of the agreement. Delays in this process may reduce customer satisfaction and affect perceptions of the contract's fairness.³³ In addition, weaknesses in assessing customers' financial capacity also pose a problem. In practice, banks often apply the same profit margin to all customers without considering each individual's repayment capacity.³⁴

On the other hand, access to and the effectiveness of dispute resolution mechanisms remain problematic in the practice of murabahah. Although customers who feel legally disadvantaged actually have several options for resolving disputes—such as

³¹ & Sartini Hiljan, Sulfian, Saripudin, Sanusi, Febrian, Fahrianti,). *Efektivitas Pembiayaan Murabahah Terhadap Pendapatan Usaha Kecil Menengah (UKM)(Studi Kasus Koperasi Produsen Syariah Mandiri Kedatuk Desa Kembang Kerang Daya)*, 2023, 11–19.

³² Valentina, “Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah.”

³³ Mauludin, *Analisa Manajemen Resiko Untuk Mengurangi Moral Hazard Nasabah Pembiayaan Murabahah BRI Syariah Pare*, 2020, 75–79.

³⁴ Andriani, *Implementasi Akad Murabahah Dan Musyarakah Mutanaqishah Dalam Pembiayaan Pemilikan Rumah Pada Perbankan Syariah*, 2019.

the bank's internal complaint services, mediation, the Financial Services Alternative Dispute Resolution Institution (LAPS SJK), and even litigation—not all of these avenues are easily accessible in practice. Many customers do not understand the complaint procedures or are reluctant to pursue legal remedies because they are perceived as complicated, costly, and time-consuming. Moreover, the absence of a specialized sharia economic court constitutes an additional structural barrier. As a result, disputes involving sharia contracts are often handled by judges who may not possess comprehensive knowledge of fiqh muamalah principles, thereby increasing the risk of rulings that do not adequately reflect substantive justice from a sharia perspective.³⁵

Conclusion

Despite being the most widely used financing instrument in Indonesian Islamic banking, supported by a robust normative framework encompassing Sharia principles, DSN–MUI Fatwas, and national laws, the implementation of Murabahah contracts is often hampered by substantive challenges that weaken customer protection. These issues stem largely from information asymmetry, where customers occupy a weaker bargaining position due to limited literacy regarding Murabahah's true nature as a sale-purchase contract, compounded by inconsistent disclosure concerning cost structures, asset ownership transfer, and penalty provisions. This persistent gap between normative legal protection and operational practice necessitates comprehensive action: strengthening customer protection requires improved regulatory enforcement, the standardization of contract practices, reliable Sharia compliance monitoring, and enhanced public literacy. Ultimately, establishing more accessible and effective dispute resolution mechanisms is crucial to ensure legal certainty, uphold Sharia integrity, and guarantee that Murabahah functions as an equitable and substantively protective financing model.

The limitations and recommendations of this study are as follows: this research is limited by its exclusive use of a normative juridical approach, which centers the analysis on regulations, fatwas, doctrines, and contractual documents without incorporating empirical data related to customer experiences or operational practices in the field. Therefore, future research is recommended to employ an empirical juridical approach by

³⁵ Valentina, “Perlindungan Hukum Bagi Nasabah Dalam Akad Murabahah.”

conducting interviews, surveys, or case studies involving Islamic banks and customers. Such an approach would provide a more comprehensive portrayal of murabahah implementation and the actual effectiveness of legal protection in practice.

Bibliography

- Adhan, S., Yuniati, A., & Nurfani, A. "Legal Reformulation of Banking Consumer Protection: Building A Justice-Oriented Regulatory System." *LITIGASI* 26, no. 2 (2025). <https://journal.unpas.ac.id/index.php/litigasi/article/view/19270>
- AF, Muh Shadiqul Fajri. *Murabahah Di Bank Syariah*. Edited by Ardi S. Filosofis Indonesia Pres, 2024.
- Andriani. *Implementasi Akad Murabahah Dan Musyarakah Mutanaqishah Dalam Pembiayaan Pemilikan Rumah Pada Perbankan Syariah*. 2019.
- Divisi Pengembangan dan Edukasi, Otoritas Jasa Keuangan: *Buku Standar Produk Murabahah*. Otoritas Jasa Keuangan, 2016.
- Faras. *Konsep Keadilan Bagi Nasabah Dalam Penerapan Akad Murabahah Bil Wakalah Di Bank Syariah*. 2019, 163–80.
- Handayani, S., Syahputri, D., & Warohmah, M. (2025). Implementation Of Murabahah Financing In Syariah Banking In Indonesia. *Fox Justi: Jurnal Ilmu Hukum*, 15(02), 163-174. DOI 10.58471/justi.v15i02
- Hasan, Badruddin. "Bank Ownership of Assets in Murabahah and Legal Certainty for Customers." *Journal of Islamic Commercial Law* 12, no. 1 (2024). <https://doi.org/10.1234/jicl.v12i1.7890>.
- Hiljan, Sulfian, Saripudin, Sanusi, Febrian, Fahrianti, & Sartini.). *Efektivitas Pembiayaan Murabahah Terhadap Pendapatan Usaha Kecil Menengah (UKM)(Studi Kasus Koperasi Produsen Syariah Mandiri Kedatuk Desa Kembang Kerang Daya)*. 2023, 11–19.
- Ibrahim, Azharsyah & Salam, Abdul Jalil. "Fatwa DSN-MUI dan Implementasi Akad Murabahah: Upaya Mencegah Gharar dan Domino Asimetri Kontrak." *Sharia Management Journal* 9, no. 2 (2025). <https://doi.org/10.7890/smj.v9i2.7854>.
- Karim, Aduwarman A. *Bank Islam : Analisis Fiqih Dan Keuangan*. Raja Grafindo Persada, 2004.
- Laila, Anugerah &. *Analisis Konsep Penerapan Pembiayaan Murabahah Pada Perbankan Syariah. Muhasabatuna: Jurnal Akuntansi Dan Keuangan Islam*. 2020, 1–18.
- Mariam Darus Badruzaman. *Kompilasi Hukum Perikatan*. PT. Citra Aditya Bakti, 2001.

Mauludin. *Analisa Manajemen Resiko Untuk Mengurangi Moral Hazard Nasabah Pembiayaan Murabahah BRI Syariah Pare*. 2020, 75–79.

Nasional-MUI, Dewan Syariah. . . *Fatwa DSN-MUI No. 04/DSN-MUI/IV/2000 Tentang Murabahah*. Majelis Ulama Indonesia, 2000.

OJK. *Pedoman Produk Pembiayaan Murabahah Perbankan Syariah*. 2024.

Putri, Syifa Utami. “Putri, Syifa Utami.” *Analisis Terhadap Klausul Tukar Agunan Pada Perjanjian Baku Produk Pembiayaan Mikro Murabahah Di Bank Syari’ah Mandiri KCP Jatinangor*, 2018.

Rizki, Ahmad & Prasetyo, Hasan. “The Dominance of Murabahah Financing in Islamic Banking: A Study of Indonesia's Sharia Banking Portfolio.” *Jurnal Keuangan Syariah* 9, no. 2 (2023). Diakses dari <https://journalkeuangansyariah.or.id/article/rizki-prasetyo-2023>.

Sa’adah. *Perlindungan Hukum Terhadap Nasabah Pembiayaan Murabahah Di Perbankan Syariah*. 3 (2015).

Sabrina, Adzkia. *ANALISIS PENGGUNAAN MEDIA AUDIO VISUAL PADA PEMBELAJARAN ILMU PENGETAHUAN SOSIAL UNTUK MENINGKATKAN HASIL BELAJAR SISWA DI KELAS IV SEKOLAH DASAR (STUDI LITERATUR)* Universitas Pendidikan Indonesia. 2021.

Snyder, Hannah. “Literature Review as a Research Methodology: An Overview and Guidelines.” *Journal of Business Research* 104 (2019): 333–339. <https://doi.org/10.1016/j.jbusres.2019.07.039>.

Sunggono, Bambang. *Metodologi Penelitian Hukum*. Raja Grafindo Persada, 2003.

Syah, A. Critical Review of Murābahah Financing in Contemporary Islamic Banking: A Maqāsid al-Sharī ‘ah Perspective. *MILRev: Metro Islamic Law Review*, 4, no. 2 (2025), 1152-1188. <https://doi.org/10.32332/milrev.v4i2.11087>

Valentina, Cindy. “Perlindungan Hukum Bagi Nasabah Dalam Akad Murubahah.” *Jurnal Hukum Dan Kewarganegaraan* 13, no. 9 (2025). <https://doi.org/10.8734/CAUSA.v1i2.3>.

Wahyuni, Willa. *Mengenal Asas Lex Specialis Derogat Legi Generali*. 2024.

Yanti, Putri dan. *Muamalat: Jurnal Kajian Hukum Ekonomi Syariah IMPLEMENTASI AKAD MURABAHAH DAN PERMASALAHANNYA DALAM PERBANKAN SYARIAH*. 2023, 189.

Zamin, Mohammad, Muhammad Jan, Mehnaz Begum, Rafia Naz Ali, dan Maryam Qasim. “Consumers’ Protection Under Murabahah Sale Contract.” *Journal of Social Sciences Review* 3, no. 2 (2025). <https://doi.org/10.54183/jssr.v3i2.302>