

ABSTRACT

Zulkifli; Juridical Analysis of the Fatwa of the National Syari'ah Council Number: 23/DSN-MUI/III/2002 concerning Repayment Deductions in Murabahah" Supervisor: (I) Dr. H. Jalaluddin, M. Hum. (II). Dr. Syauqi Mubarrak Seff, MA., Thesis, Law Islamic Economics program study, Graduate UIN Antasari Banjarmasin, 2021.

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This study aims to examine Fatwa Number 23/DSN-MUI/III/2002 issued by the National Sharia Council of the Indonesian Ulema Council regarding Repayment Rebates in Murabahah which in the first petitum states that if the customer in a murabahah transaction makes payment on time or faster from the agreed time, LKS may give a deduction from the payment obligation on condition that it is not agreed in the contract, the second petitum of the amount of the deduction is left to LKS' policies and considerations. It is undeniable both in theory and practice that every discount (discount) will attract people's interest to decide whether or not to take the discount.

This becomes interesting when juxtaposed with the discount theory which will contribute to customer decision making because of the discounts provided by LKS. Based on the research that has been done which is a reference for the author, it is concluded that the discount will affect people's buying interest. It will be strange when something that will affect people's buying interest is actually limited to conditions that are not agreed upon in the contract even though in the arguments that are used as the basis for the issuance of this fatwa there is not a single argument that requires not to be agreed upon in the contract as dictum number 1 in this fatwa.

The research method in this thesis is a normative research method, while for data collection, the researcher uses a combination of literature collection techniques or also called library research (library study) by reading books related to Murabaha Repayment Deductions, dictionaries, encyclopedias, journals, writings. -written by legal experts, as well as laws and regulations related to the formulation of the problem under study, then collected and recorded before being used as the basis for this research, while analyzing legal materials used a qualitative approach method by analyzing without using statistical data but provides a clear picture of legal regulations so that the formulation of the problem in this research can be answered.

The results of this study obtained several things as follows: (1) There are differences in decision making by the LKS to provide or not give discounts (discounts), (2) When LKS takes a policy to provide discounts (discounts) to customers, then between LKS which the percentage of discount (discount) is not the same with one another, (3) When the customer has agreed to take certain actions as outlined in the

contract, the customer and LKS should both comply with all the agreements thoroughly, both in terms of the amount and the expiration date of the agreement.

On the other hand, one way to attract customers to transact at LKS is by giving discounts, but because the discount is not required to be agreed upon in the contract, the attractiveness of the customer's interest does not occur. In addition, customers who make early repayments actually reduce the profits that will be obtained by LKS in both (customers and LKS) have agreed to provide a certain amount of funds and provide a certain amount of profit, but indirectly customers also contribute to trust in LKS that able to make early repayments so that potential losses due to default will not occur and provide positive growth for LKS.