

ABSTRACT

Gusti Khairina Shofia, NIM 190211040090: *Parameter Analysis of Force Majeure Conditions With the Implementation of the Ta'widh and Ta'zir Systems at Indonesian Sharia Bank Banjarmasin KCP Ahmad Yani.* Advisor (I) Dr. H. Zaki Mubarak, M. Fin., M.Si. and Advisor (II) Dr. Wahyuddin M.Pd. i. Thesis, in the Postgraduate Islamic Economic Law Study Program, UIN Antasari Banjarmasin, 2023.

Keywords: *Ta'wid, Ta'zir, Force Majeure, Islamic law.*

Ta'zir is a sanction for a customer who deliberately violates the contract and the acquisition cost is determined as a social fund while Ta'wid is compensation for losses that can be calculated and become bank income. This study uses a descriptive qualitative research method. The data sources used are primary data from interviews and secondary data from documentation studies.

This study aims to describe the implementation of ta'wid and ta'zir on default customers at Bank Syariah Indonesia (BSI) KCP Banjarmasin Achmad Yani. The research method used is descriptive qualitative using primary data from interviews and secondary data from documentation studies. The purpose of this research is to find out how the criteria and force majeure parameters are used in determining the instruments of ta'widh and ta'zir.

The results of the research show that ta'zir is used as a sanction for customers who intentionally break the contract, and the acquisition costs are designated as social funds. Meanwhile, ta'wid is used as compensation for losses that can be calculated and become bank income. The ta'zir provisions have been agreed upon before the financing contract is carried out by the customer and the bank. The amount of the late fee is determined as 0.00069% of the outstanding installment value per day.

In the context of force majeure, the rules governing this matter are contained in Article 16 of the Murabahah contract at BSI KCP Banjarmasin Achmad Yani. Force majeure is explained as a situation beyond the control of one party that prevents the other party from fulfilling its obligations under the agreement. Even though force majeure conditions are recognized, the customer is required to notify in writing and attach evidence that can be validated by the authorities.

In principle, the implementation of ta'wid and ta'zir at Bank BSI KCP Banjarmasin Achmad Yani complies with Islamic law. However, there is still a discrepancy between theory and practice in the imposition of ta'zir fines by the system, so the urgency of this practice is still in doubt. The implementation of ta'widh is following Sharia principles because it is based on actual costs, by the concept of Islamic fiqh that losses must be written off.