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# Relevance Analysis of Akad Ijarah Muntahiyah Bittamlik at BMT Syariah Bening Suci Prambanan with Fatwa of DSN MUI No. 27/DSN-MUI/III/2002

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## ABSTRACT

The growing Ijarah contract has resulted in this Ijarah contract being changed to the Ijarah Muntahiyah Bittamlik contract, which is a lease that ends with the use of property. In fact, Islamic banks rarely use IMBT, although in the interest of diversifying cost products, the following arrangements are considered mandatory in order to streamline their implementation. The following research uses a type of field research that is analytical descriptive in nature. As well as with the completeness of library *research* and content analysis by carrying out a comparison of the MUI Akad fatwa regulations with the practices contained in the BMT Syariah Bening Suci Prambanan. The results of the following research are that the Ijarah Muntahiyah Bittamlik MUI contract and the practice of Ijarah Muntahiyah Bittamlik BMT Syariah Bening Suci Prambanan are appropriate. Its application includes Fatwa No.09/DSN-MUI/IV/2000 concerning Ijarah Financing, No.71/DSN-MUI/VI/2008 concerning Sale and Purchase, No.27/DSN-MUI/III/2002 concerning al-Ijarah al-Muntahiyah Bittamlik, No.56/DSN-MUI/V/2007 regarding Revision of Ujrah in LKS, No.89/DSN-MUI/XII/2013 concerning Sharia Refinancing.

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## 1. Introduction

In terms of worship and muamalah, holding fast to the principles of Islamic law is a must for every individual who has said 2 sentences of shahada, because that is a consequence of the shahada he uttered, then an adult Muslim is amukallaf, that is burdened by the sharia Islam [1].

Today, with Allah's permission, many Muslims are beginning to be moved to apply Islamic law, not only in matters of worship, but also in matters of *muamalah*, then many Islamic communities begin to appear, such as the anti-usury community, the Islamic buying and selling community and etc [2].

Departing from the enthusiasm of the people who wanted a Sharia-based muamalah, then a financial institution with a Sharia basis was established, such as a Sharia BPR, Sharia bank, Sharia BMT,

where the financial products contained within the financial institution are sought in accordance with Sharia which is far from usury, ghoror, and tyranny in transactions [3].

In addition to using existing Sharia products, Islamic financial institutions are also starting to create new products to make it easier for customers to make transactions, one of the new products in Islamic financial institutions is "ijarah Muntamlik bittamlik". This contract is a new product that makes it easier for someone under certain conditions [4].

IMBT (Ijarah Muntakiya Bit Tamlik) is a combination of sale and purchase agreements against rental agreements and leases of objects that end with the ownership of objects [5].

There are 2 types of IMBT, namely *ijarah* where the agreement is to trade objects at the end of the lease period of an item, and *ijarah* where the agreement is to give/grant at the end of the lease period of an item.

IMBT contracts in Islamic financial institutions are aligned with a number of Sharia principles, but there are still many that violate Sharia provisions and principles at the implementation level [6]. This is what the Sharia supervisory board should continue to monitor and be criticized by researchers so that Islamic financial institutions trying to apply the principles and provisions that already exist.

In this research paper, researchers will discuss and examine the suitability of the application of the IMBT contract at BMT Bening Suci Prambanan with the DSN MUI fatwa No.27/DSN-MUI/III/2002 PERIHAL AL-IJARAH AL-MUNTAHIYAH BI AL-TAMLIK .

### 1.1 Definition Of Imbt

IMBT is an abbreviation of the sentence "ijarah Mutahiyah bittamlik", in language IMBT comes from three words namely, *Muniyah*, *Ijarah*, and *Tamlik*, *Ijarah* itself means that it is taken from the word *al-ajru* which means salary from service or reward or is also interpreted as rent, while *Vomitiyah* is taken from the word *intaha* which means finished/finished, and *tamlik* is taken from the word *tamalaka* which means to have [7].

As for the terms of the DSN, the MUI has defined *ijarah Muttamlik* as a lease agreement with an option to transfer the ownership of the leased property to the lessee at the end of the lease term.

Based on Fahd al Hasum in his book entitled "Al Ijarah Al Mumutiyah Bittamlik Fil Fiqhil Islami", the definition of *Ijarah Muhamiyah Bittamlik* in terms is the right to use/use the object for a period of time specified in the contract and then the transfer of ownership of the object from the owner of the object to the lessee /customers use this option [8].

Through a number of these definitions, it can be concluded that the definition of *Ijarah Muntakiya Bittamlik* is a rental agreement between a financial institution as the owner/occupant of the rental property and the customer who becomes the lessor of the property for a specified period of time. In terms of initial financing, financing leased objects from customers is not possible, because the leased object is purchased by the bank. Customers can own rental properties in the period at the end of the lease or at the time of payment of the lease run [9].

### 1.2 Literature Review

a) Allah says in sura al-Zukhruf [43]: 32

أَهُمْ يَقْسِمُونَ رَحْمَتَ رَبِّكَ نَحْنُ قَسَمْنَا بَيْنَهُمْ مَعِيشَتَهُمْ فِي الْحَيَاةِ الدُّنْيَا وَرَفَعْنَا بَعْضَهُمْ فَوْقَ بَعْضٍ دَرَجَاتٍ لِيَتَّخِذَ بَعْضُهُمْ بَعْضًا سُخْرِيًّا وَرَحْمَتُ رَبِّكَ خَيْرٌ مِّمَّا يَجْمَعُونَ

"Are they distributing the mercy of your Lord? We have determined between them their livelihood in the life of this world, and We have exalted some of them above others in several degrees, so that some of them may take advantage of others. And the mercy of your Lord is better than what they collect."

b) Hadith of the Prophet narrated by Tirmizi from 'Amr bin 'Auf al-Muzani, the Prophet said:

الصُّلْحُ جَائِزٌ بَيْنَ الْمُسْلِمِينَ إِلَّا صُلْحًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا وَالْمُسْلِمُونَ عَلَى شُرُوطِهِمْ إِلَّا  
شَرْطًا حَرَّمَ حَلَالًا أَوْ أَحَلَّ حَرَامًا

"Agreements may be made between Muslims except agreements that forbid what is lawful or allow what is unlawful; and the Muslims are bound by their conditions except conditions that prohibit what is lawful or allow what is unlawful."

c) The Prophet said in the hadith narrated by 'Abd ar-Rozzaq from Abu Hurairah and Abu Sa'id al-Khudri,:

مَنْ اسْتَأْجَرَ أَجِيرًا فَلْيُعْلِمْهُ أَجْرَهُ

"Whoever hires workers, let them know their wages"

d) From Sa'd Ibn Abi Waqqash, the Prophet PBUH said:

كُنَّا نُكْرِي الْأَرْضَ بِمَا عَلَى السَّوَاقِي مِنَ الزَّرْعِ وَ مَا سَعَدَ بِالْمَاءِ مِنْهَا فَنَهَانَا رَسُولُ اللَّهِ صَلَّى اللَّهُ  
عَلَيْهِ وَسَلَّمَ عَنْ ذَلِكَ وَ أَمَرَنَا أَنْ نُكْرِمَهَا بِذَهَبٍ أَوْ فِضَّةٍ

"We once rented out land with (payment) for crops that grow in ditches and places that have water; so the Messenger of Allah forbade us to do this and ordered us to lease the land with gold or silver (money)."

(Hadith narrated by Ahmad, Abu Daud, and Nasa'I)

e) Prophet's Hadith:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ: نَهَى رَسُولُ اللَّهِ عَنْ بَيْعَتَيْنِ فِي بَيْعَةٍ؛ (رواه أحمد والنسائي  
وصححه الترمذي وابن حبان)

"The Prophet forbade two forms of contract at the same time in one object."

(Ahmad's history from Ibn Mas'ud)

f) Fiqh rules:

الْأَصْلُ فِي الْمَعَامَلَةِ الْإِبَاحَةُ إِلَّا إِذَا دَلَّ الدَّلِيلُ عَلَى تَحْرِيمِهِ

"Basically, all forms of mu'amalat are permissible unless there is evidence that forbids them."

أَيْنَمَا وَجَدْتَ الْمَصْلَحَةَ فَتَمَّ حُكْمُ اللَّهِ

"Wherever there is benefit, there is Allah's law."

### 1.3 Imbt Financing Mechanism

- 1) Submission of requests made by the tenant to the lessor to rent goods.
- 2) The lessor delivers the product to be rented out by the lessee.
- 3) At the time of implementing the contract, it contains information about the product that will be leased, the time period, the lease and various other transaction terms.
- 4) The lessee regularly pays rent based on the agreement signed by the landlord until the end of the contract period. In the lease phase, maintenance costs are borne by the lessor.
- 5) After the end of the contract period, the lessor has the opportunity to buy goods from the lessor.

### 1.4 Provisions Of Ijarah Academic

Ijarah financing has been regulated in the fatwa of the National Sharia Council dated April 13, 2000 , No. 9/DSN MUI/IV/2000 .

#### a. Terms and Pillars of Ijarah:

- Acceptance of consent.
- Contract partners are composed of masters (owners); the tenant (the party that benefits from the use of the property).
- The subject of the contract is the payment of rent and benefits from the use of the property
- The benefits of using property in Ijarah are contractual items that need to be guaranteed.
- Sighat Ijarah is in the form of a statement by two parties as an offer by the recipient and the owner of the lessee.

#### b. Ijarah Contract Decree

- The purpose of Ijarah is to gain benefits from the use of products and/or services.
- The utility of the product must be able to be evaluated and executed on agreement.
- Compulsory profit fulfillment is allowed.
- The ability to provide benefits is required based on sharia and real.
- Benefits need to be specifically identified in order to minimize ignorance that leads to litigation.
- Benefits need to be stated as clearly as possible.
- Rent is something that the customer promises and pays as payment for benefits to an Islamic financial institution
- Leases can be of the same type of service (other services) according to the subject of the agreement.

#### c. Obligations of Sharia Financial Institutions and Customers on Ijarah Financing:

- Obligations of Sharia Financial Institutions as lessor:
  - 1) Offer rental properties.
  - 2) Responsible for maintenance of goods.
  - 3) Guarantee in the event of damage to the leased object.
- Customer Obligations as Tenant:
  - 1) Lease payments and responsibility for maintaining the integrity of the rental property and its contractual uses.
  - 2) Responsible for light asset maintenance costs. If there is damage to the rented object due to non-use and violations that are permitted or due to violations of the tenant's maintenance, he is not responsible for such damage.

## 2. Research Methods

Methods that the author uses in the following paper is an analytical descriptive method, in which he analyzes data and facts about the ijarah Muntamlik contract in the relevant LKS, then analyzes it in order to obtain an answer to the problem formulation he has made. Then the researcher completes the research method through library research in *order* to obtain an overall picture of IMBT ( Ijarah

Muntakiya Bittamlik). The following research also uses the content analysis method through a comparison of the regulations contained in the DSN MUI Fatwa and the practice found in BMT Bening Suci Prambanan.

### 3. Discussion Results

#### 3.1 Draw on BMT Bening Suci Prambanan

Ijarah Muntak h yes Bittamlik on Islamic Financial Institutions is a lease between the tenant and the bank accompanied by an option contract to transfer ownership rights at the end of the lease .

Karim Syah explained that according to sharia teachings, LKS is considered as the owner of rental products, so that LKS purchases products from suppliers. The contract at IMBT is Ijarah with buying and selling/granting Wa'ad which has been signed after the expiration of the Ijarah (if the client so wishes). The concept of the sale purchase/maintenance contract and the draft power of attorney at the LKS to sell the property need to be attached if the client does not wish to own the property at the end of the Ijarah period. Permission to sell is required as the property has been registered under the client's name since the Ijarah period. The concept of authority was signed at the end of the Ijarah.

Whatever the form of the Ijarah contract, generally if the product is in the form of immovable property, then the LKS can buy it for the customer's business. LKS receives income from rental for a set period of time, sufficient to cover the initial capital and profits from the business and generally the property ends in the client's possession. Even if it is a movable product, LKS purchases and leases it to the customer, where the customer has the right to choose at the end of the lease period whether to own the product, re-contract or cancel it according to the agreed terms.

The implementation of IMBT financing (Ijarah Muntakiya Bittamlik) at BMT Bening Suci Prambanan has similarities to Murabahah financing. The difference is only in the object being traded, in murabaha financing the object is only in the form of goods, while in IMBT the object is goods and services. This condition is permitted by Article 19 of the Sharia Banking Law No.21/2008, which states that one of the business activities of Islamic commercial banks is lending funds to rent mobile products or not to customers with Ijārah contracts or IMBT leasing (ijārah lumpuriyah bi al-tamlik ) or other arrangements that do not violate sharia principles.

Financial institutions use IMBT (Ijarah Muntakiya Bittamlik) as an alternative to avoid usury. This contract is called Ijarah Wa Iqtina, which means that the leased property is agreed at the beginning and purchased at the end of the lease. The monthly payment is the cost of renting a house plus the price of the house divided by the rental period according to the contract. At the end of the agreed lease period, BMT transfers the leased property rights to the buyer. The use of the financing concept in the IMBT contract includes:

- 1) The customer identifies and determines the items to be purchased later;
- 2) BMT buys houses in cash from owners/dealers;
- 3) BMT rents out the products it buys to members/customers according to the price and the rental period according to the agreement;
- 4) Clients/members pay house rent each month, after the rental period ends the customer buys an apartment at the end of the lease at the price according to the agreement.

At this point in the IMBT system, there are 3 agreements that need to be fulfilled. The first contract is the contract between the BMT and the seller of goods, which includes a mechanism for buying and selling products by the seller at the BMT. The agreement is stipulated by PJP (Property Sale and Purchase Agreement). The second agreement is a rental contract, which is a BMT contract for members/customers where BMT leases products to its customers for monthly rent or for a period of time according to the agreement in the contract. And the last contract is a real estate sale and purchase contract, in which BMT trades rental properties to customers/members after the rental period in the previous agreement has ended.

In fact, Islamic banks rarely practice IMBT, even though this arrangement is actually to be optimized as part of financing product diversification. In principle, this contract can bring benefits to Islamic banks and their customers. For example, the benefits for customers include increasing capital

to optimize their investment, while the advantages of Islamic banks are not only diversification of goods, but also being able to speed up budget distribution and optimize the investment model as best as possible. Based on the explanation of the IMBT transaction implementation mechanism at Bank BRI Syariah KCP Jombang, the researchers tried to analyze the harmony between the IMBT implementation mechanism with the DSN MUI Fatwa regarding:

Table 1. Compatibility of Fatwa Implementations

IMPLEMENTATION	FATWA	COMPATIBILITY
The bank and the customer first carry out the contract of sale and purchase of the ijarah object. The aim is to transfer the ownership rights of the ijarah property to the bank so that the bank can lease it back to its customers.	No. 71/ DSN- MUI/ VI/ 2008 regarding Sale and Lease Back	IN ACCORDANCE
The rental period, fees charged to customers, bankrupt customers and other matters agreed upon by both parties, as collateral needed to fulfill the prudential principle and minimize the risk of a bank losing money.	No. 09/ DSN-MUI/ IV/ 2000 concerning ijarah financing	IN ACCORDANCE
For payments that have problems, ujarah is carried out when the client's ability deteriorates to the point where he is unable to fulfill obligations. Because if it is not implemented, there are signs of loss for each party	No. 56/DSN-MUI/V/2007 regarding review decisions Ujarah in LKS	IN ACCORDANCE
Agreements for the transfer of rights, either by buying and selling or by giving, occur after the Ijarah period	No. 27/DSN-MUI/III/2002 Regarding al-Ijarah al-Muntakiyah Bittamlik	IN ACCORDANCE
Banks offer Qardhi to their customers. Through this qardh, the customer pays credit (debt), so that the property belongs to the customer. Furthermore, the customer sells his property to the bank and uses the proceeds to pay his qardhi to the bank.	No.89/DSN-MUI/XII/2013 regarding sharia refinancing	

#### 4. Conclusion

The results of the following research are that the Ijarah Muntakiya Bittamlik MUI contract and the practice of Ijarah Muntakiya Bittamlik BMT Syariah Bening Suci Prambanan are appropriate. Its application includes Fatwa No.09/DSN-MUI/IV/2000 concerning Ijarah Financing, No.71/DSN-MUI/VI/2008 concerning Sale and Purchase, No.27/DSN-MUI/III/2002 concerning al-Ijarah al-Muntakiya Bittamlik, No.56/DSN-MUI/V/2007 regarding Revision of Ujarah in LKS, No.89/DSN-MUI/XII/2013 regarding Sharia Refinancing.

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