

SETTLEMENT OF BAD CREDIT DISPUTES ON UNSECURED LOANS IS REVIEWED FROM FATWA DSN MUI NO: 19/DSN-MUI/IV/2001 IN ROBURAN DOLOK VILLAGE, SOUTH PANYABUNGAN DISTRICT MANDAILING NATAL DISTRICT

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Abstract. Bad credit is a condition when the borrower or debtor can no longer continue payments or debt installments. As a result of the debtor who cannot pay his debt, his credit becomes stopped or bad. This study aims to determine the settlement of bad credit disputes on unsecured loans in terms of Fatwa DSN MUI NO: 19/DSN-MUI/IV/2001 in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency. This research feeds empirical legal research, by describing Islamic views on bad loans and the process of handling bad loans, taking samples by conducting interviews with related parties. The final conclusion shows that the implementation of bad credit dispute resolution in Roburan Dolok Village is in accordance with DSN-MUI fatwa No. 19/DSN-MUI/IV/2001 concerning Qardh, where it is explained that if one party does not fulfill its obligations or there is a dispute between the parties, then the settlement is carried out through the Shari'ah Arbitration Board or the Religious Court after no agreement is reached through deliberation.

Keywords: disputes; bad debts; loans; guarantees; fatwa DSN MUI NO: 19/DSN-MUI/IV/2001

I. INTRODUCTION

In human life that is increasingly advanced and developing, the demands of economic needs are also certainly increasing. Every human being strives to work and strive to make ends meet. Some needs are urgent and some are not, urgent needs demand to be met immediately, but the fulfillment is inseparable from the problem of cost or money. Money is always needed to buy or pay for various needs and to solve various economic problems (Karim [1]). Most people in overcoming the lack of funds, one way out that can be done is to owe debt to other parties, as is often the case in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency. In other words, borrow money from creditors by paying installments in accordance with the amount borrowed before maturity. The financial system, both bank and non-bank, has an important role for people's economic activities. Sometimes villagers are traumatized and hesitant if they have to deal with banks. If you do not have valuables to be used as collateral, inevitably you have to look for unsecured loans that are non-bank or bank. (Budisantoso & Nuritomo [2]). The existence of unsecured loans or loans in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency provides convenience for many people, especially for those who are in the lower middle social class. Unsecured money loans and without any conditions are one solution for many people. Especially for those who need to meet the urgent needs of life. Urgent needs when finances are not good will obviously make anyone difficult. Urgent needs are usually present for the fulfillment of things such as

paying for children's schooling, hospital fees, or even costs to repair damaged vehicles and so on (Wahyu [3]).

Unsecured loans are loans that are based on the creditor's confidence in issuing the loan and his confidence in the ability to repay the loan. According to the Islamic view, borrowing or accounts receivable is permissible and even encouraged to help each other between mankind. Accounts Receivable in Islam is called (Sugiono [4]) qardh. Qardh is giving possessions to others in need who will use them and return them in return (Yulida Mardini [5]). According to DSN MUI FATWA NO: 19/DSN-MUI/IV/2001 concerning qardh. "The qardh agreement is a loan agreement. In the agreement, the qardh as a lender (creditor) provides a loan to the debtor with the condition that the borrower will return the loan property at the agreed time with the same amount when the loan was given (Harun [6]). Akad qardh exists to meet human needs, in the sense that one can borrow from others. In Islam, lending and borrowing relationships are not forbidden, even it is recommended that mutually beneficial relations occur which will eventually strengthen fraternal relations (Muhammad Syafi'i Antonio [7]). Lending and borrowing activities are inseparable from problems such as frequent arrears in debt payments, problems that often occur in a lending activity, especially in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency are bad debts. Bad credit in general is a condition when the borrower or debtor can no longer continue payments or debt installments. This can happen because the borrower or debtor does not have enough funds, goes bankrupt, defaults in paying,

and so on. The occurrence of bad loans in the process of credit activities cannot be avoided, be it in bank financial institutions or non-bank financial institutions. Thus, of course, it becomes a problem if bad loans are not immediately resolved by both parties. Both from the creditor and the debtor.

II. RESEARCH METHODS

The type of method in this study is empirical legal research, which is a legal research method that seeks to see the law in a real sense and to examine how the law of workers in society. This research includes field research (Efendi & Ibrahim [8]), because it makes direct observations based on facts. According to Ronny Hanitijo Soemitro [9], empirical legal research is legal research that obtains data from primary data or data obtained directly from the public. Empirical research is based on realities in the field or through direct observation. Empirical legal research or socio-legal (socio legal research) which is an approach in researching law as an object of research is not only seen as a mere prescriptive and applied discipline, but also empirical or legal reality. Therefore, empirical legal research is intended to invite researchers not only to think about normative legal issues (law as written in book). From the point of view of the types of data used in legal research, normative legal research is often equated with library research when viewed from its tendency to use documents as research material. Meanwhile, empirical legal research is often equated with field research, seen from its tendency to use primary data. According to Deddy Mulyana [10], field research refers to research methods which are sometimes called participant observation, direct observation, and case studies. This field research aims to understand concretely the legal issues that take place in society. This type of research focuses on the formal aspect, no longer on the material side, because what matters is the cause. In field research is not about new discoveries but how researchers are able to approach a concrete problem [11]. The research location is in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency. Data collection method in addition to observation, this study also used direct interview methods with lenders (creditors) and 5 (five) people from the customer (debtor).

III. RESULTS AND DISCUSSION

Qardh

Planning *Qardh* in the language comes from the word *qaradhu* whose synonym *qothi'a* means to cut. It is interpreted this way because the person who gives the person deducts part of his property to be given to the person who receives the debt (*muqtaridh*). Debt (*al-qardhu*) (Muslich, [12]) according to the language is "deduction", while according to the shari'i hand over money to someone who can use it, then he asks for a return of the money. Terminologically, (Al-Jazairi [13]) *qardh* is to hand over property to the person who uses it to be returned in exchange for it at some point. (Budiman [14]) From the definition above,

it can be understood that, Akad *Al-Qardh* is interpreted as a contract or transaction between two parties. The first party provides the property or creditor (*muqridh*) in the sense of lending to the second party the person who receives the property or the person who owes (*muqtaridh*) the collectible return of the property, in other words lending the property to another person who needs quick funds without expecting anything in return. (Fasiha [15])

In this case there is a legal basis of *qardh* and the pillars of *Al-Qardh* conditions as follows:

1. Legal Basis of *Qardh*

The basis of *Qardh* law, Akad *qardh* as a means of helping and cooperation between fellow human beings has a foundation in the Qur'an and the sunnah of the Prophet SAW. Where the basis of *qardh* law lies there is surah Al-Baqarah verse 245 and Surah Al-Baqarah verse 280. Then the next legal basis is found in the hadith of the Prophet (peace be upon him) which explains the *qardh* as follows: If one of you gives a debt (to someone) and then he gives a gift to him, or helps him get on top of the vehicle then let him not ride it and do not accept it, unless it has happened between the two before that." (HR. Ibn Majah). From the hadith above shows that man needs help and assistance from his brother. An example of help or assistance that is often done is borrowing and borrowing from others, because no one has everything he needs. Therefore, lending and borrowing has become a part of life in this world.

2. The Pillars and Conditions of *Al-Qardh* are as follows:

a. Pillars of *al-qardh*

- 1) Sighat (ijab qabul/handover);
- 2) Object of contract / *muqtarad* (goods loaned);
- 3) The contractor, consisting of the lender (*muqrid*);
- 4) Borrower (*muqtarid*).

b. Terms of *Al-Qardh*

- 1) The willingness of both sides.
- 2) Funds are used for something useful and lawful.

So it can be concluded that the object of the *al-qard* contract is that it must be clear the value of the loan and the benefits of the goods borrowed and clear the time of repayment. (Wanci [16]) According to Wabbah zuhaili *qardh* is allowed with 2 (two) conditions:

1. It does not bring profit, if the benefit is for the *muqridh*, then the scholars have agreed that it is not allowed. Because there is a prohibition from the Shari'a and because it has gone out of the path of virtue. If it is for *muqtaridh*, then it is allowed. And if it is for both of them, it must not, unless it is in great need, but there is a matter of opinion in the meaning of "much needed";
2. Not accompanied by other transactions, such as buying and selling and others as for gifts from the *muqtaridh*, then according to Malikiyah, it should not be accepted by the *muqridh* because it leads to additional resignation while the number of scholars allows, if not an agreement. (Zulhili [17])

Fatwa Provisions of the National Sharia Council Number: 19/DSN MUI/IV/2001 About Al-Qardh

1. Loans given to customers (*muqtaridh*) in need;

2. The Customer must return the principal amount received at the mutually agreed time;
3. Administration fees are charged to customers;
4. LKS can ask customers for guarantees if deemed necessary;
5. *Al-Qardh* customers can make additional (donations) voluntarily to LKS as long as it is not agreed in the contract;
6. If the customer cannot return part or all of his obligations at the agreed time and LKS has confirmed his incapacity, LKS may:
 - a. Extend the payback term, or;
 - b. Write off some or all of its obligations.
7. Penalty
 - a. In this case the creditor does not show any desire to return part or all of its obligations and not because of its incompetence, LKS can impose sanctions on the creditor;
 - b. Sanctions imposed on creditors;
 - c. If the collateral is insufficient, the creditor must still fulfill his obligations in full.
8. Source of Funds

Al-Qardh funds can be sourced:

 - a. Capital share of LKS.
 - b. LKS profits set aside.
 - c. Other institutions or individuals who entrust the distribution of infaqnya to LKS.

If one of the parties does not fulfill its obligations or if there is a dispute between the parties, then the settlement is carried out through the Shari'ah Arbitration Board after no agreement has been reached through deliberation. (Fatwa DSN-MUI No. 19/DSN-MUI/IV/2001 Tentang *Al-Qardh*, n.d.[18])

Unsecured Loan Practices in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal

This unsecured loan program was created by one of the communities in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal to help various economic problems of the community. This loan practice provides convenience for the community, because it makes it very easy for people who need money loans quickly and with requirements that are easily met without having to submit collateral.

The loan operational system is as follows:

1. The highest loan amount is given with a loan limit of up to IDR 60,000,0000 (sixty million rupiah).
2. Administration fee 10% (ten percent) of the loan amount. Payment period with installments of 10 (ten) times up to one installment in 1 (one) week.
3. No interest on the loan (0%).
4. The tenor is 70 (seventy) days.

In this loan practice, there are no guarantees and conditions that are applied to prospective debtors. This loan is only based on the confidence of the creditor who issued the loan and his confidence in the debtor's ability to repay the loan. The loan credit payment system is 10 (ten) installments counting one installment in one week. The payment deadline or tenor is 7 (seven) days, 1 (one) day before the due date the

debtor must immediately pay it.

The loan is not charged interest to the debtor, it's just that an administrative fee of 10% (ten percent) is given by the debtor at the time of handover of the loan money. This administrative fee is determined on the basis of the voluntary element of the parties who make the contract, namely between the creditor and the debtor. Exaggeration of payments from a number of loans is allowed, the excess is a willingness to owe solely as a sign of shouting or can be said to be a loan administration fee. This is a good value for those who pay debts because of the depth of the element of help. If the addition is desired by the debtor or has become an agreement in the contract, then the addition is not lawful for the debtor to take it. (Lubis [19])

Table 1. Credit Disbursement Table

Date of breeding	Total loan	Current Credit	Bad credit
19 Apr 2021	Rp 18.000.000,-	Rp 18.000.000,-	-
21 Juni 2021	Rp 52.000.000,-	Rp 52.000.000,-	-
19 Juli 2021	Rp 28.000.000,-	Rp 28.000.000,-	-
16 August 2021	Rp 60.000.000,-	Rp 24.000.000,-	Rp 36.000.000,-
30 August 2021	Rp 50.000.000,-	Rp 20.000.000,-	Rp 30.000.000,-
15 Desc 2021	Rp 30.000.000,-	Rp 12.000.000,-	Rp 18.000.000,-
17 Desc 2021	Rp 1.500.000,-	Rp 1.500.000,-	-
SUM	Rp 239.500.000,-	Rp 115.500.000,-	Rp 84.000.000,-

Based on the bad credit table above, it can be seen that at the beginning of the loan on April 19, 2021, the debtor borrowed IDR 18,000,000 (Eighteen million rupiah). The credit payment is settled by the debtor without any problems until the loan payment is paid off. Later, on June 21, 2021 and July 19, 2021, the debtor borrowed back the money and the credit payment was settled by the creditor without any problems. On August 16, 2021, he returned to borrow IDR 60 000,000 (sixty million rupiah) with installments of 10 (ten) payments. Payers of the first loan credit installment to the 4th installment are still being completed on time. However, after entering the 5th installment, the debtor does not make payments until maturity. In addition, debtors still have loans borrowed on August 16, 2021 and August 30, 2021 for payment of the first loan credit installments to the 4th installment are still being completed on time. However, in the 5th installment, the Creditor does not make payments until maturity, this is the same as the loan on August 30, 2021. Due to the large number of installments that have not been completed, the debtor is unable to pay the installments so that the credit becomes bad. As a result of these bad loans, the creditor suffered losses.

Indicators of Bad Loans on Unsecured Loans in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency

Bad credit is a condition where the debtor is unable to pay its debt to the creditor at a predetermined time, as promised at the beginning of the credit agreement. Bad loans can arise due to inequality in the process after the distribution of credit funds occurs. This is due to the debtor who

deliberately does not want to pay the credit even though the debtor still has the ability to pay the credit. However, it can also be caused by the side of the debtor who is unable to pay or there are factors beyond the debtor's control so that they are unable to pay it off (Iriani [20]). Problematic financing is financing that is said to be stuck if in the return of the principal repayment there is a problem or there are arrears in principal repayment installments that have exceeded the limit such as the monthly payment contract is said to be stuck has exceeded 24 (twenty-four) months of non-payment, the weekly financing contract is said to be stuck has exceeded 24 (twenty-four) weeks of not paying the loan, and the daily payment contract is said to be stuck beyond 24 (twenty-four) days not pay loan installments that have been borrowed. (Dewi [21]).

The occurrence of bad loans in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency is influenced by several indicators, including the following:

1. From the creditor side
 - a. Creditors who offer too large debts are not only from debtors, but this situation is often caused by creditors.
 - b. Negligence on the part of creditors in finding out information about debtors that causes irregularities in the credit system that have a greater chance of bad credit. Because the behavior and attitude of the debtor as a borrower is so important in the success or failure of the debt repayment process, the attitude and behavior in question refers to the customer's commitment in trying to fulfill all his obligations as a loan recipient.
2. From the debtor's side
 - a. At the beginning of the loan, the debtor generally forces too much credit. The large scale ultimately makes the debtor burdened and neglects his obligation to pay the debt in accordance with the amount borrowed before maturity.
 - b. There are loans elsewhere from the debtor so that the credit payment process is not smooth because the debtor is unable to pay the amount of credit owned.
 - c. The debtor misuses credit. Every loan received by the debtor previously contained a credit agreement regarding the purpose of use. After the debtor receives a loan from the creditor, he must use it in accordance with the purpose he has conveyed. The use of credit that deviates from the agreement will usually result in the customer being unable to return credit perfectly.
 - d. Debtors are less able to manage their business well, and less professional in doing their business because of lack of insight into the business being run as a result of which businesses financed with credit cannot run well.
 - e. Debtors are not responsible, some debtors deliberately get loans for the benefit of their lives, but after obtaining credit facilities, customers do not want to be responsible for paying off their debts. Some before the credit payment time expires the customer runs away (Nida [22])

Settlement of bad credit disputes on unsecured loans is reviewed from Fatwa DSN MUI NO: 19/DSN-MUI/IV/2001 in Roburan Dolok Village, South Panyabungan District, Mandailing Natal Regency

Problematic financing is financing that is said to be problematic or stuck if in the return of the principal repayment there is a problem or there are arrears in principal repayment installments that have exceeded the limit such as a weekly payment contract said to be stuck having exceeded 24 (twenty-four) weeks of not paying the loan. This is in accordance with the problems that occur in loan practices in the village of Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal. Debtors who have obtained loans from creditors are not fully able to return their debts smoothly in accordance with the previously agreed maturity. In fact, every week there are debtors who cannot return their debts to creditors who provide loans. As a result of the debtor not being able to pay all his debts, his credit becomes stopped or bad. Efforts to resolve the stalled dispute that occurred in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal cannot simply be ignored. Because it will have an impact on serious losses for the Creditor. So in overcoming bad credit, creditors need effective ways to overcome them. In the fatwa DSN-MUI No.19 / DSN-MUI / 2001 concerning *Al-Qardh* it is explained that dispute resolution must be carried out in accordance with sharia principles and applicable laws and regulations, namely through consensus deliberation and through dispute resolution institutions, among others through BASYARNAS (National Sharia Arbitration Board) or Religious Courts if consensus is not reached.

In handling bad debts, the creditor itself first makes peaceful efforts before proceeding to legal channels. The settlement of bad loans in this loan is in the form of actions carried out so that within a certain period of time the bad loans can be settled in accordance with applicable regulations. Creditors in Roburan Dolok Village, South Panyabungan District, Kabu Mandailing Natal handle the problem of bad loans with the following steps:

1. Give a reprimand by calling the debtor to come to the creditor's house via telephone call to the debtor or member concerned.
2. Through a familial approach, which is the first step in handling bad loans. In this second call, the creditor still schedules the handling of bad loans by asking for installment payments for non-performing loans. But it didn't work.
3. The next attempt with the third summons, the creditor gets a statement that the person concerned is no longer able to pay on the grounds that the money received from the creditor is lost. Seeing the existing conditions, the steps taken by the creditor are to provide leeway by making a new agreement in accordance with the provisions of the loan practice. By extending the payment period, against bad debts, by extending the credit period, in this case the side bids are given relief in credit period issues so that the debtor has a longer time to return it by changing the amount of installments

according to the ability of the related party without any additional costs in the renewal process.

4. Make a black on white written agreement by both parties, namely by making a debt agreement and receipt as proof of the delivery of loan money to the debtor that was not previously made at the beginning of the handover of loan money.
5. The previous steps did not have a positive impact, so the last step taken by creditors to avoid a greater risk of loss is the confiscation of loan guarantees in accordance with the debt agreement made by both parties, of course, in this case the creditor first gives notice to the related party that the goods used as collateral will be included in the auction process in exchange for payments that cannot be repaid. Then the proceeds from the sale are used to pay off bad payment obligations. If the proceeds of the sale of collateral have not been able to cover the bad payment obligations, then the debtor still has payment obligations until it is completely paid off. This is the last of all efforts that have been taken, if it is found that the debtor really does not have good faith or is no longer able to pay all his debts.

Broadly speaking, it can be seen that the handling system in resolving bad credit disputes in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing is:

1. *Rechedulling* is the rescheduling or changing of financing terms concerning payment schedules.
2. *Reconditioning* is a partial or complete change in financing terms.
3. And finally, is the confiscation of goods used as collateral. (Firmanto [23])

In the process of resolving bad loans in loan practices in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal is carried out by negotiation in the form of deliberation without interference from other parties and without going through court processes with the aim of reaching mutual agreement by means of negotiation or deliberation. And if you do not find agreement from the parties, the creditor may resolve the dispute through legal channels. This is in accordance with the fatwa of DSN-MUI No. 19 / DSN-MUI / 2001 concerning *Al-Qardh* where it is explained that if one party does not carry out its obligations or there is a dispute between the parties, then the settlement is carried out through the Shari'ah Arbitration Board after no agreement is reached through deliberation. From research conducted by researchers, researchers found that as a form of debtor liability for losses incurred due to bad credit, between the two parties made an agreement. That is, a receivable debt agreement that is equipped with written evidence or a certificate of borrowing. The debtor also submits collateral to creditors, in the form of land certificates and house certificates in accordance with the contents of the agreement made earlier. This aims as a sign of proof that there is a legally binding agreement so that it can be minimized the possibilities that occur in the future. For sanctions given by creditors to debtors who experience bad credit, they will not provide loans again and creditors will not serve debtors who experience bad credit as long as the debtor

has not paid off the debt.

IV. CONCLUSION

Based on the explanation above, it can be concluded that in this loan practice there are no guarantees and conditions specifically given to prospective debtors. This loan is only based on the trust of the creditor who issued the loan and his confidence in the debtor's ability to repay the loan on time in accordance with the agreement. The indicator of bad credit is caused by the debtor who deliberately does not want to pay his credit even though the debtor still has the ability to pay the credit. However, it can also be caused by the side of the debtor who is unable to pay or there are factors beyond the debtor's control so that they are unable to pay it off. And also caused by negligence on the part of creditors in finding out information about potential debtors. The bad credit dispute resolution system on unsecured loans in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing Natal is carried out with calls, verbal reprimands and extension of loan time. And if this does not get results, the creditor will conduct deliberation with the parties concerned. If that method also does not find agreement from the debtor, then the creditor resolves the bad credit dispute, namely through the police. The application of bad credit dispute resolution on unsecured loans in Roburan Dolok Village, South Panyabungan District, Kabupaten Mandailing is in accordance with DSN-MUI fatwa No. 19/DSN-MUI/2001 concerning *Al-Qardh*. Where it is explained that dispute resolution must be carried out in accordance with sharia principles and applicable laws and regulations, namely through consensus deliberation and through dispute resolution institutions, among others through BASYARNAS (National Sharia Arbitration Board) or Religious Courts if consensus deliberation is not reached.

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