

Article History

Received : 31 March 2025
Revised : 29 May 2025
Accepted : 6 June 2025
Published : 8 June 2025

THE CONCEPT OF JUSTICE IN THE MURABAHAH CONTRACT IN THE PERSPECTIVE OF SHARIA ECONOMIC LAW

Ratna Kulsum Lestari¹, Siti Saidatina³

STAI Rasyidiyah Khalidiyah Amuntai ¹

Universitas Islam Negeri Antasari Banjarmasin ²

ratnakulsumlestari@gmail.com ¹, stsaidatina@gmail.com ²

ABSTRACT

The murabahah contract is one of the financing instruments in Islamic banking that is based on buying and selling with a profit margin that has been agreed between the bank and the customer. In its implementation, the concept of justice in the murabahah contract is often debated, especially related to transparency, balance of rights and obligations, and compliance with the principles of sharia economic law. This research aims to examine the concept of justice in murabahah contracts based on the perspective of sharia economic law. Using a qualitative method based on literature studies, this study examines various fiqh literature, DSN-MUI fatwas, and regulations related to Islamic banking in Indonesia. The results of the study show that fairness in murabahah contracts must be realized through the principle of information disclosure, the absence of gharar (ambiguity), and proportional risk sharing between banks and customers. In addition, the implementation of murabahah contracts that are not in accordance with the principles of justice, such as the determination of exploitative margins or lack of transparency in the disclosure of additional costs, can cause an imbalance in the legal relationship between the parties. Therefore, strict supervision and education to the public are needed regarding the rights and obligations in the murabahah contract so that the principle of justice in sharia economic law can be optimally enforced.

KEYWORDS

Justice; Murabahah Agreement; Sharia Economic Law; Sharia Banking; Transparency.

INTRODUCTION

Murabahah contracts are a form of transaction in the Islamic economy that is often used in Islamic banking practices. Murabahah itself is a sale and purchase contract based on the principles of honesty and openness between the seller and the buyer, where the seller reveals the cost of goods as well as the profit margin taken. (Marzuki, 2024) In its implementation, the murabahah contract has become a very popular instrument in Islamic financial institutions because it offers a simpler financing scheme compared to other contracts such as ijarah or musharakah. However, in practice, the implementation of the murabahah contract does not always run in accordance with the principles of justice as stipulated in sharia economic law. Therefore, this study seeks to examine the

concept of justice in murabahah contracts from the perspective of sharia economic law.

In Islam, justice is a fundamental principle that must be upheld in every aspect of life, including in economic transactions. Justice in the murabahah contract is not only related to price transparency and profits, but also includes aspects of protecting the rights of both parties to the contract. (Zulhamdi, 2022) Unfortunately, some practices in the field show deviations from the principle of fairness in murabahah contracts, such as unreasonable price markups, lack of transparency in financing, and imbalances in risk sharing between banks and customers. This phenomenon raises a big question about the extent to which the murabahah contract practiced today has reflected justice as mandated in sharia economic law. (Falah, 2020)

The murabahah contract is one of the most dominant financing instruments used in the Islamic banking industry in Indonesia. Based on data from the Financial Services Authority (OJK), until the end of 2023, around 60-70% of the total financing portfolio of Islamic banks in Indonesia is still dominated by murabahah contracts. The value of financing with this contract is recorded to reach more than IDR 150 trillion per year, making it the backbone of national sharia financing activities. However, behind its popularity, various problems arise related to fairness in its implementation. The annual report of the Financial Services Sector Alternative Dispute Resolution Institution (LAPS SJK) states that most customer complaints against Islamic banks are related to information inconsistencies, price transparency, and margin provisions in murabahah contracts. In addition, the 2022 Islamic financial services consumer satisfaction survey by Bank Indonesia showed that only 58% of respondents felt that they understood the price structure in the murabahah contract, while the rest felt doubtful or unsure of the fairness of the prices and margins charged. These facts show the urgency to review the implementation of the murabahah contract from the aspect of fairness, in order to ensure that the principle of justice which is the main spirit in Islamic muamalah is truly fully implemented in the practice of Islamic banking. (Murdan, 2025)

The concept of justice in the murabahah contract is also closely related to the maqashid of sharia, which is the main goal of Islamic law in creating benefits for mankind. One of the main sharia maqashid in economic transactions is to protect property (hifzh al-mal), which means protecting the economic interests of both parties to the contract. (Rahmi, 2023) If the murabahah contract does not reflect justice, there will be inequality that can harm one party and ultimately damage trust in the sharia economic system itself. Therefore, this study will seek to identify the principles of justice in murabahah contracts based on the perspective of Islamic economic law and analyze the extent to which these principles have been applied in Islamic banking practices. (Abdullah, 2021)

METHODS

This research uses a qualitative approach with normative legal research methods and juridical-theological approaches. The main data sources in this study are primary, secondary, and tertiary legal materials which include classical fiqh books, the Qur'an, hadith, and regulations that regulate murabahah contracts in the sharia economic legal system in Indonesia. In addition, this research also refers to academic books that discuss the concept of justice in Islam, the principles of sharia economics, and the theory of contract in Islamic law. (Narastri, 2020)

The data collection technique is carried out through library research by browsing various relevant literature, including Islamic law and sharia economics journals that discuss murabahah contracts. Data analysis uses a descriptive-analytical method, namely by systematically describing the concept of justice in the murabahah contract based on the sources of Islamic law and applicable regulations, then analyzing it in the context of its application in Islamic financial institutions.

The research method used in this study is a qualitative method with a documentary research approach. This research aims to analyze the practice of implementing murabahah contracts in Islamic financial institutions and how disputes related to the contract are resolved in religious courts. The main data analyzed were in the form of official documents such as murabahah contract contracts from Islamic financial institutions, as well as supervisory reports from the Financial Services Authority (OJK) which contained evaluations of the implementation of sharia principles in murabahah financing. These documents are analyzed in depth using a normative-empirical approach, which combines normative legal studies of the principles of murabahah contracts in fiqh and Islamic banking regulations, with empirical analysis of the reality of their implementation. The analysis was carried out qualitatively to reveal patterns, tendencies, and gaps between theory and practice in the implementation of the murabahah contract and the handling of disputes. The data analysis

technique is carried out through the categorization of legal themes that arise from the document, the interpretation of the context of the decision, and the comparison between sharia principles and actual practices in the field.

This study also uses a comparative method by comparing various views of Islamic scholars and legal experts regarding the aspect of justice in the murabahah contract, both from a classical and contemporary perspective. Thus, the results of the research are expected to provide a more comprehensive understanding of the principle of justice in the murabahah contract and its implications in the practice of sharia economic law in Indonesia.

RESULT AND DISCUSSION

Justice in Islam: Justice in Transactions and Muamalah

Justice in Islam is a fundamental principle that is the foundation in every aspect of life, including in transactions and muamalah. Justice in Arabic is called al-'adl, which etymologically means balance, equality, and putting things in their place. (Munib, 2018) In the context of Islamic law, justice means giving rights to those who are entitled without diminishing or exaggerating, as well as being upright in making decisions and actions. This principle of justice is the main value in social, economic, and legal relations, (Kholid, 2018) as Allah says in Surah An-Nahl verse 90:

إِنَّ اللَّهَ يَأْمُرُ بِالْعَدْلِ وَالْإِحْسَانِ وَإِيتَاءِ ذِي الْقُرْبَىٰ وَيَنْهَىٰ
عَنِ الْفَحْشَاءِ وَالْمُنْكَرِ وَالْبَغْيِ ۚ يَعِظُكُمْ لَعَلَّكُمْ تَذَكَّرُونَ

Meaning: "Indeed, Allah has commanded (you) to be just and to do good and to give to the relatives, and Allah forbids evil deeds, wickedness, and enmity. He teaches you so that you can learn." (QS. An-Nahl: 90).

In transactions and muamalah, justice is realized by not harming one party, not committing fraud, not taking unjust profits, and

ensuring that the rights and obligations of both parties are fulfilled proportionately. This principle also includes honesty in buying and selling, transparency in contracts, and avoiding the practice of usury, gharar (ambiguity), and maysir (gambling). (Hafidzah, 2024) Islam strongly emphasizes the importance of fairness in transactions so that economic exploitation and social inequality do not occur to the detriment of one party (Nisa, Konsep Keadilan Dalam Perspektif Ekonomi Islam, 2024)

Furthermore, fairness in transactions also means ensuring that there is a clear agreement between the parties to the transaction, so that there is no element of coercion or ambiguity that can harm one of the parties. Islam teaches that every contract must be done with pleasure and without the element of tyranny. (Darmiati, 2005) Therefore, in buying and selling, renting, borrowing, and other forms of muama, Islam emphasizes the importance of honesty in conveying the condition of goods or services being traded. In fact, in the Islamic economic system, the concept of *hisbah* was introduced as a supervisory institution to ensure that transactions take place fairly and there is no element of fraud in it. (Rosidah, 2025)

In addition to the context of economic transactions, justice in muamalah also includes wider social interactions. Muamalah in Islam includes all forms of relationships between individuals, both in the family, society, and in a larger scope such as government and law. Adil in muamalah means not being discriminatory, not taking sides unjustly, and always adhering to the principle of truth. In social relations, justice means giving rights to everyone according to their position, such as giving a decent wage to workers, not delaying debt payments without a valid reason, and respecting the rights of other individuals in social life. (Choli, 2019)

The scholars affirm that justice is not just a moral obligation, but also a legal condition in various contracts and contracts in Islam. (Waliam, 2018) By applying justice in transactions and muamalah, society can create a

healthy economic system, harmonious social relations, and a life full of blessings and pleasure of Allah. Therefore, every Muslim is required to always maintain integrity and honesty in transactions and to be fair in every form of muamalah in order to avoid unjust acts that are prohibited by religion. (Mulia., 2006)

The Concept of Justice in Sharia Economic Law

Justice is one of the fundamental principles in sharia economic law which is rooted in Islamic teachings and aims to create balance and benefits for all parties involved in economic transactions. (Munir, 2023) In the context of sharia economic law, justice plays a role in ensuring that all forms of transactions are carried out with the right principles and do not harm one party. This concept of justice is reflected in various sharia economic instruments, such as the prohibition of *riba* (interest), *gharar* (ambiguity), and *maysir* (gambling). (Damanik, 2024) *Riba* was banned because it created inequality in the distribution of the economy and led to exploitation of the weaker. The *gharar* prohibition aims to avoid uncertainty in the contract that could cause losses for either party. (Nisa, 2024) Meanwhile, *maysir* is prohibited because it is contrary to the principles of productive business and tends to cause social injustice. With these prohibitions, sharia economic law seeks to uphold justice by creating a system based on the public good and a balance in rights and obligations. (Jannah, 2025)

In addition, justice in sharia economic law is also reflected in the concept of *profit and loss sharing* which is applied in various Islamic financial instruments, such as *mudharabah* and *musharakah*. In this system, the risks and profits are shared proportionally according to the initial agreement, so that neither party feels disadvantaged or benefited unilaterally. This principle is very different from the conventional economic system which tends to concentrate profits on only one party, especially in the interest-based banking system. With a risk-benefit sharing mechanism, fairness in economic transactions can be realized, while encouraging the active participation of all parties in healthy

and productive economic enterprises. (Nurhafili, 2023)

Overall, justice in sharia economic law is a fundamental principle that aims to create balance, honesty, and benefit in the Islamic economic system. With clear rules regarding economic transactions, fair sharing of profits and risks, and the application of strong business ethics, Islamic economic law can be a solution to various modern economic problems, including social inequality and economic exploitation. Therefore, the understanding and implementation of this concept of justice must continue to be improved, both in theoretical and practical aspects, so that the sharia economy can develop and provide optimal benefits for humanity. (Setiawan, 2020)

And the principles of justice in the Islamic economy are the main foundation that governs all aspects of economic transactions and activities in Islam. These principles reflect universal values that aim to create an economic system that is fair, balanced, and oriented towards the benefit of the people. The four main principles that are the foundation of sharia economics are honesty, transparency, balance (*tawazun*), and non-harm (*la dharar wa la dirar*). (Kholid, Prinsip-Prinsip Hukum Ekonomi Syariah Dalam Undang-Undang Tentang Perbankan Syariah., 2018)

These four principles complement each other in creating an economic system that is just and oriented towards the welfare of the people. By applying the principles of honesty, transparency, balance, and non-harm, the Islamic economy is not only a system based on Islamic moral values, but also a solution to various contemporary economic problems, such as social inequality, unethical economic practices, and a crisis of trust in the business world. Therefore, these principles must be implemented in every aspect of economic life in order to realize justice and benefits for all people. (Sulistyaningsih, 2020)

Murabahah Contract in Sharia Banking

The *murabahah* contract is one of the most commonly used contracts in Islamic

banking, especially in the financing of goods and assets. Murabahah comes from the word "ribh" which means profit, so this contract is a buying and selling with an additional profit margin agreed between the bank and the customer. (Prabowo, 2009) In the context of Islamic banking, murabahah is applied when a bank buys an item or asset needed by the customer, then resells it to the customer at a price that includes cost of cost plus the profit margin that has been agreed upon in advance. In contrast to the interest system in conventional banking, murabahah is based on the principles of fairness and transparency in setting prices, so that customers know exactly the amount that must be paid without any element of usury. (Nasution, 2021)

The main characteristic of the murabahah contract is the transparency in the price structure and profits. In murabahah, the seller must clearly convey the cost of goods and the profits taken to the buyer before the contract is agreed. This distinguishes murabahah from ordinary sale and purchase contracts (*bai' mutlaq*) which do not require disclosure of cost of goods and profits. In addition, murabahah includes a *taqyid* (binding) sale and purchase contract, because in its implementation it must meet certain conditions, such as the goods being traded must be *halal* and have benefits, do not contain *gharar* (uncertainty), and are not allowed for goods that are *haram* or contain high elements of speculation. (Syaputra, 2025)

From the perspective of Islamic law, murabahah contracts are categorized as trust contracts, which means that these transactions must be carried out with full honesty and openness between the seller and the buyer. If there is an element of fraud, concealment of information, or an agreement that contains elements of *gharar* in the murabahah contract, then the contract can be considered null or void according to Islamic law. Therefore, one of the basic principles in murabahah is *as-shidq* (honesty), where the seller must actually convey

the cost of goods he paid without any manipulation. (Ahmad Daffa Rezaldo, 2025)

In the context of Islamic banking, murabahah contracts are often used as an alternative to sharia-based financing. However, there are two main models in its implementation, namely pure murabahah and murabahah *bil wakalah*. In pure murabahah, the bank buys goods first, then sells them to customers. Meanwhile, in murabahah *bil wakalah*, the bank authorizes the customer to buy goods on behalf of the bank, then the bank resells the goods to the customer with a certain profit. This second model is more practical and is often applied in modern Islamic banking. (Rusmini, 2024)

With its clear characteristics and based on the principles of honesty and transparency, the murabahah contract is one of the important instruments in the Islamic economy, especially in providing a *riba*-free financing scheme. However, in its application, it is necessary to pay attention so that this contract is not misused so that it resembles the practice of covert usury, for example with late fines that resemble interest in the conventional banking system. Therefore, supervision and compliance with sharia principles in the murabahah contract is very important in order to remain in accordance with the goals of the Islamic economy that is just and free from exploitation. (Batubara, 2015)

In Islamic banking regulations in Indonesia, murabahah contracts are regulated by various regulations, including fatwas of the National Sharia Council (DSN-MUI) and regulations from the Financial Services Authority (OJK). DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning murabahah is the main guideline in the implementation of this contract in Islamic financial institutions, which emphasizes that murabahah must be carried out with the principles of transparency and justice. In addition, OJK regulations also regulate the prudential aspect in murabahah financing to ensure the stability and sustainability of the Islamic banking system in Indonesia. (Hardana, 2022) The success of murabahah contracts in

Islamic banking is highly dependent on the bank's commitment to consistently implementing sharia principles, as well as the customer's awareness in understanding the mechanisms and responsibilities that come with it.

The Pillars and Conditions of the Murabahah Contract in Islamic Law

The pillars of the murabahah contract consist of four main elements. First, the parties who have contracted must meet the requirements as parties who are capable of acting legally (*ahliyah*) in Islam, namely intellectual, puberty, and have the freedom to conduct transactions without any element of coercion. In practice, the contracting party usually consists of an Islamic bank as a seller and a customer as a buyer. Second, the object of the contract must be a halal item, clear specifications, can be delivered, and has legitimate benefits according to Islamic law. Goods that are traded should not be included in the category that is prohibited in Islam, such as haram goods or goods that are *gharar* (containing ambiguity). (Setyoningsih, 2018)

Third, *sighat akad* in murabahah must be in the form of *ijab* and *kabul* which shows the agreement between the seller and the buyer. *Ijab* is a statement from one party to sell goods, while *kabul* is a statement of acceptance from the other party. *Ijab kabul* must be done orally, in writing, or through a means that is understood by both parties and does not contain elements of ambiguity (*gharar*) and coercion (*ikrah*). Fourth, the price in murabahah must be clearly known, including the cost of goods obtained by the seller and the mutually agreed profit margin. In this case, Islamic banks must transparently convey the purchase price of goods and profit margins to customers so that there is no fraud or ambiguity in transactions. (Muhamad Izazi Nurjaman, 2021)

In addition to getting along, the murabahah contract also has a number of conditions that must be met in order to be valid under Islamic law. These terms include the provision that the goods being traded must be actually owned by the seller before they are sold

to the buyer. In addition, the murabahah contract must not contain elements of *riba*, *gharar*, or *maysir* (gambling) which are prohibited in Islam. Therefore, understanding the principles and requirements of the murabahah contract is very important for Islamic finance practitioners and the public who want to carry out transactions based on Islamic principles, in order to ensure that the contract carried out is legal, fair, and does not harm one of the parties. (Rumatiga, 2024)

Analysis of Justice in the Murabahah Agreement: Justice in Pricing, Transparency of Cost of Goods and Profit Margins, and Comparison between Theory and Practice in Sharia Banking

In the murabahah contract, the aspect of justice is very crucial because it is related to the main principle in sharia transactions, namely avoiding the elements of *riba*, *gharar* (ambiguity), and *maysir* (speculation). Fairness in pricing is one of the aspects that is often highlighted in the practice of murabahah contracts in Islamic banking. Theoretically, in a murabahah contract, the bank as the seller must set the selling price based on the cost of the goods purchased plus the profit margin that has been agreed upon by both parties. (Depi Hasanah, 2024) This pricing must be based on the principle of fairness, i.e. it must not unduly burden one party and must be in accordance with fair market value. From an Islamic perspective, fairness in pricing must pay attention to the benefits of both parties so that it does not cause inequality that can harm customers as buyers or banks as sellers. (Arwan, 2019)

In addition, transparency of cost of goods and profit margins is also a very important aspect in upholding the principle of justice in the murabahah contract. This transparency aims to ensure that customers clearly know the cost of goods purchased by the bank and how much profit the bank takes in the transaction. This principle is in line with Islamic values that emphasize openness and honesty in every transaction. Without transparency, murabahah contracts can lead to unfair practices and have the potential to deceive customers. (Arifin, 2023)

Therefore, Islamic banks are obliged to provide complete and accurate information on the cost of goods and profit margins charged so that there are no ambiguities that can cause disputes in the future.

Thus, it shows that although in theory this contract has an ideal concept in creating fair and transparent transactions, practice in the field still faces various challenges. Therefore, stricter supervision from Islamic financial authorities and increased public literacy related to murabahah contracts are needed so that the principle of justice can truly be realized in the Islamic banking system. (Siregar, 2024)

Justice in Risk Burdening, the Principle of Risk-Sharing in Sharia Economics, and the Reality of the Murabahah Contract as a Risk-Transfer

One of the main problems that arise in the murabahah contract is fairness in the imposition of risks. In the Islamic economic system, justice is not only seen from the agreement between the parties to the transaction, but also from how the risk is borne proportionately. The principle of justice in Islam requires that the risks in the transaction must be borne by the parties who have the right to profit. In an ideal murabahah contract, an Islamic bank should act as a merchant who buys goods from suppliers and resells them to customers with an agreed profit margin. (Rofiullah, 2024) As a merchant, banks are supposed to bear the risk of ownership of goods, including the risk of damage before the goods are handed over to customers. However, in practice, many Islamic banks shift the risk to customers with a mechanism that more closely resembles interest-bearing loans in the conventional banking system.

In Islamic economics, one of the fundamental principles that distinguishes it from conventional economics is the concept of risk-sharing. This principle emphasizes that each party involved in a business transaction must share the benefits as well as the risks that may occur. This risk-sharing principle is in line with

the concept of justice taught in Islam, where the profits obtained must be accompanied by readiness to bear the risk. Partnership-based contracts such as mudharabah and musharakah reflect this risk-sharing principle, where the party providing capital (shahibul maal) and the party managing the capital (mudharib) share the risks and business results. (Noor, 2025) However, murabahah contracts in practice are often closer to risk-transfer than risk-sharing. This is because in many cases, Islamic banks avoid risk by transferring all transaction risks to customers through various clauses in contracts that resemble conventional financing systems.

Basically, murabahah is designed to be an alternative financing that is in accordance with sharia principles, where the bank has the role of a seller who bears the risk of owning the goods before reselling them to customers. However, in its implementation, Islamic banks often do not actually buy and own goods before selling them to customers. Instead, banks only act as financial intermediaries that provide funds for the purchase of goods by the customer, while ownership and risk of the goods often remain with the customer from the beginning of the transaction. (Nugraha, 2022) This practice is contrary to the concept of buying and selling in Islam, where sellers must own and bear the risk of goods before reselling them. In other words, murabahah contracts in Islamic banking practice are more similar to conventional credit mechanisms, where banks only finance the purchase of goods and earn profits in the form of fixed margins without actually sharing the risk with customers.

The consequence of this practice is the emergence of potential injustice in the murabahah contract. Because the risk is more borne by the customer, this contract loses its essence as a form of fair buying and selling from a sharia perspective. Thus, Islamic banking needs to evaluate the implementation of the murabahah contract to be more in line with the principle of justice in Islam, namely by ensuring that transaction risks are shared proportionally

between banks and customers, not just transferred completely to the weaker parties in the transaction. (Jumiati, 2023)

Justice in the Murabahah Contract Clause: Fine and Penalty Clause

In the murabahah contract, the principle of justice is a fundamental aspect that must be fulfilled so that the transaction is in accordance with sharia values. Murabahah itself is a sale and purchase contract where the seller (Islamic bank) reveals the cost of goods and the profit margin agreed with the buyer (customer). One of the issues that is often debated in this contract is the application of fines and penalties clauses for customers who experience late payment or default. From the perspective of Islamic justice, the clause of fines and penalties must be analyzed in depth so as not to contradict the basic principles of sharia, namely justice (*al-'adl*), do not contain elements of usury, and do not oppress any party. (Hasanah, 2024)

In general, in *fiqh muamalah*, a contract based on sharia must be free from elements of exploitation or injustice (*zulm*). In the context of murabahah, fairness in the contract means that both parties—the bank and the customer—must get their rights proportionately without coercion or tyranny. (Fajri, 2015) The penalty and penalty clauses applied in murabahah contracts are often seen as banks' attempts to ensure customer compliance in installment payments. However, in Islamic law, the application of fines that are in addition to profits for banks can be categorized as *riba*, which is clearly prohibited in the Qur'an (QS. Al-Baqarah: 275). Therefore, in a fair murabahah contract, the fine system must be strictly regulated so as not to cause injustice and harm the weak. (Abdullah M. K., 2020)

Some Islamic scholars and financial institutions allow the application of fines on the condition that the funds obtained do not enter as profits for banks, but are channeled for social purposes or public benefits, such as *infaq* or social funds. This approach is based on the concept of *ta'zir mali*, which is a financial sanction applied to discipline customers without violating the principles of Islamic justice. Thus, fines are

not intended to enrich banks, but as a form of commitment so that customers are responsible for their obligations. This approach is considered fairer because it still considers the compliance aspect of the contract without disproportionately harming one of the parties. (Nurfadhillah Putri, 2021)

However, fairness in contract clauses is not only related to the aspect of fines and penalties, but also to the transparency and clarity of the contract from the beginning. The customer must be given an adequate understanding of the consequences of late payment and the legal basis used in the preparation of the clause.

From the perspective of *maqashid sharia*, a fair murabahah contract must be able to maintain the benefits of both parties, both in terms of banking and customers. Fine and penalty clauses in accordance with Islamic principles should take into account the aspect of distributive justice (*taqsim al-'adl*), where rights and obligations are shared proportionately without burdening either party. In addition, the application of this clause must also pay attention to the aspect of procedural justice (*al-'adl al-ijra'i*), which is to ensure that the dispute resolution mechanism is transparent and does not harm economically weaker parties. (Arwan, Ijarah Muntahiyah Bittamlik Sebagai Konstruksi Perjanjian Sewa Beli, 2019)

As a solution, the ideal murabahah contract in the context of Islamic justice can adopt a more humane system of fines, such as debt restructuring for customers experiencing real financial difficulties or providing more flexible payment options. In addition, Islamic banks must also develop risk mitigation mechanisms that are more sharia-based, such as the *tabarru'* contract in the form of social funds that can be used to help customers who are experiencing financial difficulties due to *force majeure*. Thus, the murabahah contract can run more fairly, in accordance with Islamic values that emphasize balance, transparency, and protection for the more vulnerable. (Amalia, 2020)

So it can be known that the principle of justice in Islam must be maintained by ensuring

that there is no exploitation or injustice in contracts. The fine clause may only be applied within the limits permitted by sharia, provided that the funds obtained are not profitable for the bank, but for social purposes. In addition, fairness in contracts also requires transparency, a balance of rights and obligations, and protection for customers who are really experiencing difficulties. With this approach, the murabahah contract can remain a financial instrument that is in accordance with the principles of Islamic justice and provides benefits for all parties involved.

CONCLUSION

The concept of justice in the murabahah contract from the perspective of Sharia Economic Law emphasizes transparency, balance, and the absence of exploitation between the contracting parties. The fairness in this contract is reflected in the principle of openness of the cost of goods and profits agreed upon by both parties at pleasure without any element of gharar (ambiguity) or tadlis (fraud). In addition, the murabahah contract must meet the principle of maslahah, which is to provide fair benefits for both parties without harming one of the parties, both buyers and sellers. In the context of Sharia Economic Law, the application of justice in murabahah also includes the prohibition of usury, ensuring that agreements run in accordance with sharia values, and providing legal protection for both parties.

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