



***Force Majeur* Analysis in Postponement of Murabahah Financing Payment at KWPS Mandiri Lamongan**

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Abstrak: KWPS Mandiri Desa Trosono merupakan salah satu koperasi syariah yang dalam pelaksanaannya menggunakan bentuk pembiayaan murabahah. Dalam praktik pembiayaan murabahah yang terjadi di KWPS Mandiri Desa Trosono, koperasi memberikan pinjaman uang kepada anggota dan memerintahkan kepada anggota sendiri untuk membeli barang yang mereka butuhkan. KWPS Mandiri Desa Trosono juga memerintahkan kepada anggota untuk melakukan pembayaran angsuran sesuai dengan jangka waktu yang telah disepakati oleh kedua belah pihak. Namun, beberapa pihak anggota kerap melakukan keterlambatan dalam pembayaran angsuran yang melebihi jangka waktu. Sehingga menyebabkan kerugian berupa tidak lancar dalam memutar modal dan koperasi tidak mendapatkan dana. Terdapat dua bentuk penundaan pembayaran yang terjadi di KWPS Mandiri Desa Trosono, berupa melakukan pembayaran angsuran setiap 2 bulan sekali dan melakukan pembayaran angsuran melebihi dari 10 bulan. KWPS Mandiri Desa Trosono. Terjadinya penundaan pembayaran angsuran di KWPS Mandiri Desa Trosono dilatarbelakangi oleh beberapa faktor antara lain pihak anggota mengalami gagal panen akibat bencana banjir dan hama, dampak adanya *covid-19* serta adanya kebutuhan yang mendesak dan penting sehingga menyebabkan tidak tepat waktu dalam melakukan pembayaran angsuran. Oleh karena itu, melihat kondisi-kondisi pihak anggota yang mengalami gagal panen akibat bencana banjir dan hama serta dampak adanya *covid-19* dapat tergolong pada kategori *force majeure* dan tidak boleh dikenakan sanksi.

Kata Kunci: *Force Majeur*, Pembiayaan Murabahah, Penundaan Pembayaran

Abstract: KWPS Mandiri Desa Trosono is one of the Islamic cooperatives that utilizes the Murabahah financing method in its operations. In the practice of Murabahah financing at KWPS Mandiri Desa Trosono, the cooperative provides loans to its members and instructs them to purchase the required goods themselves. The cooperative also directs its members to make installment payments according to the agreed-upon time frame. However, some members frequently delay their installment payments, exceeding the agreed-upon time frame. This leads to losses in terms of capital turnover, and the cooperative doesn't receive the funds on time. There are two forms of delayed payments occurring at KWPS Mandiri Desa Trosono: paying installments every two months and paying installments more than 10 months late. The delayed installment payments at KWPS Mandiri Desa Trosono can be attributed to several factors. These factors include members experiencing crop failures due to floods and pests, the impact of the COVID-19 pandemic, and urgent and essential needs that cause delays in making installment payments. Therefore, considering the conditions faced by members who have experienced crop failures due to floods and pests and the

impact of COVID-19, these situations can be classified as force majeure and should not be subject to sanctions.

Kata Kunci: *Force Majeur*, Murabahah financing, Postponement of payment

Introduction

Humans are social creatures that cannot be separated from others who are related to meet the needs of life. Man's needs are very diverse, as a result of which sometimes he is personally unable to meet them and needs others. In this case, the existence of assistance from others is needed by the community where they can both meet the needs of their lives in society (Dimyauddin Djuwani, 2008). Therefore, the existence of sharia-based financial institutions in the form of sharia cooperatives that aims to build business activities in the nature of producing something and investment by developing and advancing the economic activities of small entrepreneurs based on sharia and cooperative principles (Ahmad Rodoni & Abdul Hamid, 2008).

One of them is the Independent Sharia Marketing Women's Cooperative in Trosono Village, Sekaran District, Lamongan Regency or called (KWPS Mandiri Desa Trosono). KWPS Mandiri Desa Trosono which was established in 2016. And located in Trosono Village, Sekaran District, Lamongan Regency using a form of financing in the form of murabahah financing.

Murabahah financing is a transaction of buying and selling goods with additional agreed profits (Dahlan Siamat, 2005). In the concept of murabahah, the seller must tell the cost of goods and profits in addition. In practice, murabahah is a contract of sale and purchase in which the Islamic financial institution acts as the seller while the customer as the buyer. The selling price is the purchase price of Islamic financial institutions plus profits. One of the contracts is the condition of the goods proposed, namely the goods traded.

In practice, KWPS Mandiri Desa Trosono uses a form of murabahah financing contract which is evidenced by members who are given money loans by KWPS Mandiri Desa Trosono to buy the goods needed. For the provision of money loans provided by the cooperative aimed at purchasing goods requested by members subject to a profit margin of 20%. *The margin* is meaningful as the profit requested by KWPS Mandiri Desa Trosono to its members for the goods purchased. Then in the repayment of murabahah financing in the form of loans in murabahah financing payments are made gradually as long as 10 payment installments.

In the practice of murabahah financing at KWPS Mandiri Desa Trosono, there is a problem in the form of several cooperative members in their murabahah financing transactions delaying making installment payments beyond the agreed time. There is a delay in making installment payments so that it is not in accordance with the agreement that has been agreed at the beginning of the contract.

From the explanation above, there are deviations in the practice of murabahah financing in the KWPS Mandiri Desa Trosono. Therefore, this article will highlight the *force majeure* analysis in delaying the payment of murabahah financing at KWPS Mandiri Lamongan. Mainly related to what factors cause delays in payment of murabahah financing.

Research Methods

This research is a field *research* using a qualitative research approach. Data collection using observation, interview and documentation methods. Then it is analyzed qualitatively, namely data based on what is obtained in the field with inductive thinking methods which will be followed by checking the validity of research data and triangulation (Moleong, 2019).

The approach used in this study is a qualitative descriptive approach. The qualitative descriptive approach is a research approach where the data collected is in the form of words, pictures and not numbers. These data can be obtained from interviews, field notes, photographs, video tapes, personal documentation, notes, or memos and other documentation (Lexy J. Molenong, 2005). There are two kinds of data sources used in this study, namely primary data sources and secondary data.

1. Primary Data

Data sources obtained directly from the first source (Burhan Ashofa, 2001). The primary data sources obtained in this study are from observation, documentation and interviews with the management of the Trosono Village Independent KWPS as the seller and members of the Trosono Village Independent KWPS as buyers.

2. Secondary Data

Data sources are obtained from official documents belonging to agencies, books, journals and so on related to the object under study (Bambang Sunggono, 2003).

To obtain accurate and objective data, researchers describe the problems that are happening and try to answer the problems studied by collecting data using observation, interview, documentation methods (Sarosa, 2017).

This data analysis technique is used in qualitative research and is carried out from the beginning or the research will begin (carried out from the beginning of the research to the end of the study). The technique is a description or factual technique. This technique can be started from observation, interviews, clarifying problems, reducing data and then what is done is conveying data. Data analysis techniques used by researchers in research are data reduction (Usman, 2003), data presentation and conclusion drawing (Sugiyono, 2012).

Results and Discussion

Murabahah Financing

In the current era, Indonesia is classified as a developed country. In helping the welfare of the people, Islamic financial institutions in Indonesia have experienced rapid development. One of them is like KWPS Mandiri Desa Trosono. KWPS Mandiri Desa Trosono is one of the sharia cooperatives established under the supervision of the Cooperative and MSME Office of Lamongan Regency with the knowledge of the Head of Trosono Village. In implementing the form of financing practices, KWPS Mandiri Desa Trosono uses murabahah financing.

The definition of murabahah financing is a sale and purchase transaction by agreeing on the initial price and profit that has been agreed upon by both parties (Sri Nurhayati & Wasilah, 2008). KWPS Mandiri Desa Trosono uses a form of murabahah financing because murabahah financing if done gradually can be considered to have a lower risk because it is not related to the business conditions of members, either experiencing profits or losses.

There are several mechanisms in murabahah financing as follows:

- a. The customer submits a request for the purchase of goods to the bank.
- b. The bank studies the customer's application. If received, the bank purchases goods or *assets* in accordance with the specifications of the customer's order legally from the first seller.

- c. The bank offers goods with the requested specifications and the customer must buy them according to the agreed agreement.
- d. Banks and customers carry out murabahah buying and selling transactions including negotiation of the selling price consisting of the principal price plus profit, payment system and term, ijab and kabul, handover of goods.
- e. Customers pay their obligations to the bank, either in installments or all at once within a mutually agreed period (Irfan Harmoko, 2019).

The financing practice that occurs in KWPS Mandiri Desa Trosono is that members want to buy an item but do not have enough money so they go to the cooperative to submit a request for the purchase of goods to the cooperative. The cooperative does not buy the goods requested by members but rather lends money to members and orders the members themselves to buy the goods they need. So that there is no bargaining process carried out between the seller and the buyer for goods because the cooperative provides loans in the form of money to members.

In practice, when determining the price of goods in murabahah financing at KWPS Mandiri Desa Trosono is calculated based on the amount of money lent to members based on the amount of loans requested by members. As well as in determining the percentage of profit calculation in murabahah financing practices in KWPS Mandiri Desa Trosono, the cooperative side calculates profits based on the size of the amount of loans provided by the cooperative to cooperative members. The profit or *margin* calculation is determined by the cooperative at 20%. Regarding the determination of the repayment period is also determined by the cooperative, namely with a period of 10 months or 10 installments.

For example, in the practice of murabahah financing at KWPS Mandiri Desa Trosono when there are cooperative members who ask to buy a refrigerator for the cooperative by applying for a loan of Rp. 2,000,000,-. Then the calculation:

$$\begin{aligned} \text{Selling Price} &= \text{Large loan} + \frac{\text{Profit margin}}{20\%} \\ &= \text{IDR 2.000.000,-} + \frac{20\%}{20\%} \\ &= \text{IDR 2.400.000,-} \end{aligned}$$

$$\text{Installment Payment} = \text{Selling Price} = \text{Rp. 2.400.000,-}$$

$$\text{Number of installments } 10 \times \text{installments} = \text{Rp. 240.000,-}$$

The practice of delaying payments and the factors causing them.

Postponement of payment is a delay in the payment time agreed by the buyer and seller for debts that can be collected in making buying and selling transactions or in making other payments to avoid losses (Ahmad Ifham Sholihin). In the practice of murabahah financing that occurs in KWPS Mandiri Desa Trosono, the Cooperative orders members to make installment payments in accordance with the period agreed by both parties. However, in making installment payments, members often make delays in paying installments that exceed the agreed period. From the delay in payment beyond the agreed period, the KWPS Mandiri Desa Trosono suffered losses in the form of non-current in rotating capital because the cooperative did not get funds.

There are two forms of payment delays made by several members at KWPS Mandiri Desa Trosono, including:

- a) Members who postpone payment by paying for 2 months and the member still pays double by paying 2 installments so that when added up in 10 months the payment is paid in full as agreed.
- b) A member who delays payment by paying installments less than the amount of installments that must be paid. As there is a member who has just paid 2 installments for 10 months, within that time the member should be obliged to pay off the payment as agreed.

There are detailed data from the installment book owned by KWPS Mandiri Desa Trosono related to members who postpone installment payments. The data will be made in the following table:

YEAR	NUMBER OF MEMBERS
2016-2017	-
2017-2018	3 members
2019-2020	7 members
2021-2022	5 members
2022-2023	10 Member

Source : Cooperative archive on the number of members who delayed payment

Based on the table above, it is known that in 2016-2017 there were no problems delaying installment payments. Furthermore, in 2017-2018 there has been a delay in

payment due to members being unable to pay due to urgent needs. In 2019-2021, there has been an increase in the number of members who postpone payments due to the impact of COVID-19. Furthermore, in 2021-2022 there was a decrease in the number of members who delayed payments, this was motivated by the *new normal* implementation after the *Covid-19* so that members could make installment payments again. However, in 2022-2023 there has been an increase again, this is due to many members experiencing crop failure due to floods and pests so that they experience considerable losses.

It can be concluded that there are some members who delay payment beyond the agreed time. There are several factors that cause members to delay installment payments. The factors are because members experience crop failure due to floods and pests, the impact of *COVID-19* and the existence of urgent needs and more important needs, causing members to experience an inability to pay on time.

According to the Islam theory of law, delay in payment is punishable may, if the person is really unable to pay off the goods or money or he has an obstacle to pay it even though he is able to pay it for example the money is still not owned or not in his hands or other things that have been justified in religion as explained in the word of Allah SWT surah Al Baqarah verse 280, that is:

وَإِنْ كَانَ ذُو عُسْرَةٍ فَنُصِرْهُ إِلَىٰ مَيْسَرَةٍ وَأَنْ تَصَدَّقُوا خَيْرٌ لَّكُمْ إِنْ كُنْتُمْ تَعْلَمُونَ

That is: if the debtor is in trouble, then give perseverance until he is spacious. And giving away (some or all of the debt is better for you if you get it.

Based on the description above, it can be concluded that making installment payments beyond the specified time is because the member is unable to make payments, it is permissible.

Force Majeur Analysis in the Deferral of Payment of Murabahah Financing

Force *majeure* is a situation that occurs after an agreement is made that prevents the debtor from fulfilling his performance. *Force majeure* as a result of unexpected events can be due to the occurrence of something beyond the control of the debtor where this situation can be used as a reason to be released from the obligation to pay compensation (H. Amran Suadi, 2018). In the Civil Code there is no term *force majeure*, it does not even explain what is called *force majeure* or the foreseeable, but

the term is drawn from the provisions in the Civil Code that regulate compensation, risk for unilateral contracts in force majeure or in special contract contract sections and of course taken from the conclusions of legal theory theory about *force majeure*, doctrine and jurisprudence.

Force majeure or force majeure is an event that is beyond prediction without being prevented and has the potential to damage or threaten a business or work so that it is impossible to continue again. There are conditions that cause *force majeure*, namely due to natural events that cannot be predicted and avoided by everyone because they are natural without intentional elements, such as floods, landslides, earthquakes, storms, erupting mountains, and so on. (Daryl John Rasuh, 2016:175).

When viewed in terms of the period of validity of force majeure that causes force majeure, then *force majeure* can be divided into two forms, namely:

a. Permanent force majeure

It can be said to be permanent if at all until whenever an achievement arising from the contract is no longer possible. For example, the goods that are the object of the contract are destroyed beyond the fault of the debtor.

b. Temporary force majeure

It can be said to be temporary if the fulfillment of the performance of the contract is not possible for a while, for example because of certain events, where after the event stops, the achievement can be fulfilled again.

Infatwa DSN-MUI No. 17 / DSN-MUI / IX / 2000 concerning sanctions on capable customers who delay payments, it is explained that customers who are not or have not been able to pay due to *force majeure* should not be subject to sanctions. Thus, seeing the practice of murabahah financing that occurred at the KWPS Mandiri Desa Trosono regarding the delay in installment payments beyond the specified period due to the member's inability to pay due to crop failure due to floods and pests, as well as the impact of *COVID-19*, the events experienced by the member were classified as force majeure or *force majeure* and may not be penalized.

Conclusion

KWPS Mandiri Desa Trosono is one of the sharia cooperatives that practices murabahah financing. In the practice of murabahah financing that occurs in KWPS

Mandiri, Trosono Village orders members to make installment payments in accordance with the period agreed by both parties. However, members often make delays in paying installments that exceed the agreed period. This caused losses experienced by KWPS Mandiri Desa Trosono because it was not smooth in rotating capital and the cooperative did not get funds. There are two forms of payment delays that occur in KWPS Mandiri Desa Trosono, in the form of making installment payments every 2 months and making installment payments exceeding 10 months. KWPS Mandiri Desa Trosono.

There are several factors behind members delaying payment beyond the agreed time. The factors are due to members experiencing crop failure due to floods and pests, the impact of *COVID-19* and the existence of urgent needs and more important needs, causing members to experience an inability to pay on time. So it can be concluded that the condition of members who experience crop failure due to floods and pests and the impact of *Covid-19* is classified as *force majeure* and should not be sanctioned.

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