ABSTRAK

ANALISIS YURIDIS ATAS INGKAR JANJI AKAD OLEH PIMPINAN LEMBAGA KEUANGAN SYARIAH NON-BANK TERHADAP NASABAH (STUDI PADA BAITUL MAAL WAT TAMWIL BINA INSAN MANDIRI KAB. LAMPUNG TIMUR)

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Penelitian ini mengkaji bentuk-bentuk ingkar janji akad yang dilakukan pimpinan BMT Bina Insan Mandiri Kabupaten Lampung Timur terhadap nasabah dalam perjanjian simpanan berjangka syariah dengan akad mudharabah, serta upaya penyelesaian yang dapat ditempuh. Permasalahan ini penting dikaji karena melibatkan pelanggaran prinsip-prinsip syariah dan merugikan kepercayaan masyarakat terhadap lembaga keuangan syariah.

Penelitian ini menggunakan metode hukum normatif empiris dengan tipe deskriptif dan pendekatan perundang-undangan. Data dikumpulkan melalui studi pustaka dan studi lapangan dengan wawancara kepada kolektor BMT dan nasabah yang dirugikan. Analisis dilakukan secara kualitatif dengan mengkaji kesesuaian antara praktik dengan ketentuan Kompilasi Hukum Ekonomi Syariah, Fatwa DSN-MUI, dan peraturan perundang-undangan terkait.

Hasil penelitian menunjukkan bahwa pimpinan BMT Bina Insan Mandiri melakukan lima bentuk ingkar janji akad: tidak mengembalikan dana simpanan sesuai waktu yang dijanjikan, melaksanakan pengelolaan dana tidak sesuai akad, tidak memberikan bagi hasil sesuai nisbah yang disepakati, tidak memberikan transparansi dan akuntabilitas, serta melakukan tindakan yang dilarang dalam akad. Upaya penyelesaian dapat ditempuh melalui jalur non-litigasi (musyawarah langsung, mediasi Dewan Pengawas Syariah, dan Badan Arbitrase Syariah Nasional) maupun litigasi melalui gugatan perdata di Pengadilan Agama dengan tuntutan pengembalian dana pokok, bagi hasil, dan ganti rugi.

Kata Kunci: BMT, Ingkar Janji Akad, Lembaga Keuangan Syariah, Mudharabah, Penyelesaian Sengketa.

ABSTRACT

LEGAL ANALYSIS OF BREACH OF CONTRACT BY NON-BANK ISLAMIC FINANCIAL INSTITUTION AGAINST CUSTOMERS (A STUDY OF BAITUL MAAL WAT TAMWIL BINA INSAN MANDIRI IN EAST LAMPUNG REGENCY)

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This study examines the forms of breach of contract committed by the management of BMT Bina Insan Mandiri in East Lampung Regency against customers in sharia time deposit agreements with mudharabah contracts, as well as possible solutions. This issue is important to examine because it involves violations of sharia principles and undermines public trust in sharia financial institutions.

This study uses a normative empirical legal method with a descriptive type and a legislative approach. Data was collected through literature study and field study with interviews with BMT collectors and aggrieved customers. The analysis was conducted qualitatively by examining the conformity between the practice and the provisions of the Compilation of Sharia Economic Law, DSN-MUI Fatwa, and related laws and regulations.

The results of the study show that the management of BMT Bina Insan Mandiri committed five forms of breach of contract: not returning deposits on time, managing funds in a manner inconsistent with the contract, not providing profit sharing in accordance with the agreed ratio, not providing transparency and accountability, and committing acts prohibited in the contract. Resolution efforts can be pursued through non-litigation channels (direct deliberation, mediation by the Sharia Supervisory Board, and the National Sharia Arbitration Board) or litigation through civil lawsuits in the Religious Court with demands for the return of principal funds, profit sharing, and compensation.

Keywords: ***BMT, Breach of Contract, Sharia Financial Institutions, Mudharabah, Dispute Resolution.***