

AN EXAMINATION OF THE ROLE AND SIGNIFICANCE OF QURANIC ARGUMENTS IN JUDICIAL DECISION-MAKING FOR SHARIA ECONOMIC DISPUTES

Elizatul Elizatun^{1*}, Abdul Mujib², Muh. Nur Ridho Chaerul Firdaus³

Universitas Islam Negeri Sunan Kalijaga Yogyakarta, Indonesia

Universitas Al-Azhar, Kairo, Egypt

email: elizafrildy@gmail.com^{1*}, abdul.mujib@uin-suka.ac.id²,
muh.nurridhochaerulfirdaus@gmail.com³

*Corresponding Author

▪ Received: 23-06-2025

▪ Revised: 27-06-2025

▪ Accepted: 28-06-2025

Abstract

This study aims to critically examine the role of Quranic arguments in judicial decision-making concerning sharia economic disputes, specifically investigating their integration into judges' considerations and the underlying justifications for their application. Employing a descriptive qualitative design, this research utilizes normative juridical methods and a case study approach. The primary data comprise 20 sharia economic case rulings issued between 2015 and 2025, selected via purposive sampling. Data collection involved both literature review and communication methods, specifically interviews. The findings indicate that while Quranic principles constitute a binding legal norm in judicial deliberations for sharia economic disputes, their explicit inclusion is not mandatory. Consequently, Quranic evidence primarily serves to complement the judge's rationale. Nevertheless, religious court judges are legally mandated to adjudicate cases in accordance with Islamic law, often drawing upon the DSN MUI Fatwa or KHES, which are applied legal frameworks derived from Quranic postulates. The application of Quranic verses in these judicial considerations is motivated by their capacity to reinforce the legal foundation of decisions and enhance transparency and clarity regarding sharia principles.

Keywords: *Judicial Consideration; Sharia Economic; Quranic Argument; Islamic Law; Religious Court Decision.*

Abstrak

Penelitian ini bertujuan untuk mengkaji secara kritis peran argumen Al-Qur'an dalam proses pengambilan keputusan hakim pada perkara sengketa ekonomi syariah, dengan fokus pada bagaimana integrasi argumen tersebut dimasukkan dalam pertimbangan hakim serta landasan yuridis dan teologis yang melatarbelakanginya. Dengan menggunakan desain penelitian kualitatif deskriptif, penelitian ini menerapkan metode yuridis normatif dan pendekatan studi kasus. Data utama terdiri dari 20 putusan perkara ekonomi syariah yang diterbitkan antara tahun 2015 hingga 2025, yang dipilih melalui teknik purposive sampling. Pengumpulan data dilakukan melalui studi pustaka serta metode komunikasi berupa wawancara. Hasil penelitian menunjukkan bahwa meskipun prinsip-prinsip Al-Qur'an memiliki kedudukan sebagai norma hukum yang mengikat dalam pertimbangan hakim pada sengketa ekonomi syariah, namun penyebutannya secara eksplisit tidak bersifat wajib. Oleh karena itu, dalil Al-Qur'an lebih sering berfungsi sebagai pelengkap dalam argumentasi hukum hakim. Namun demikian, hakim

di pengadilan agama tetap memiliki kewajiban hukum untuk memutus perkara berdasarkan hukum Islam, yang seringkali mengacu pada Fatwa DSN-MUI atau Kompilasi Hukum Ekonomi Syariah (KHES) sebagai kerangka hukum terapan yang bersumber dari ajaran Al-Qur'an. Penerapan ayat-ayat Al-Qur'an dalam pertimbangan yudisial dimaksudkan untuk memperkuat dasar hukum putusan serta meningkatkan transparansi dan kejelasan terhadap penerapan prinsip-prinsip syariah.

Keywords: *Pertimbangan Hakim; Ekonomi Syariah; Quranic Argument; Islamic Law; Religious Court Decision.*

INTRODUCTION

In Indonesian jurisprudence, particularly within the Religious Court system, a sharia economic dispute is defined as a contention or disagreement between economic entities involved in sharia-compliant activities. Such disputes often carry legal consequences for the parties involved, potentially resulting in sanctions. These conflicts frequently arise from instances of fraud or contractual breaches, where one party fails to fulfill agreed-upon commitments.¹

The prevalence of sharia economic disputes highlights the increasing engagement of the Indonesian populace with the Islamic financial services sector, encompassing Islamic Banking, Sharia insurance, and the Sharia Capital Market. This growth is evidenced by the 2023 Indonesian Sharia Financial Development Report, which indicated that Islamic financial assets constituted 9.04% of total assets, amounting to Rp. 2,582.25 trillion.²

Article 49 of Law Number 3 of 2006 outlines the Religious Court's jurisdiction, granting it authority to adjudicate and resolve sharia economic cases. Consequently, all litigation concerning sharia economic disputes falls exclusively under the Religious Court's purview.³ The resolution of these disputes within the Indonesian legal framework is supported by strong legal foundations, including both statutory regulations and sharia principles drawn from the Quran and Hadith. The Quran, as the foundational source of Islamic law, plays a pivotal role in shaping the direction and principles of sharia economic dispute resolution.

Religious Court decisions are distinctly characterized by their reliance on Islamic legal sources and jurisprudential products, such as the Quran, Hadith, and Fiqh, differentiating them

¹ Richard Burton Simatupang, *Legal Aspects in Business* (Jakarta: Rineka Cipta, 2003), p. 41.

² OJK, "Report on the Development of Indonesian Sharia Finance," <https://kneks.go.id/storage/upload/1732098490Laporan%20Perkembangan%20Keuangan%20Syariah%20Indonesia%20Tahun%202023.pdf>.

³ Diana Rahmi, "The Scope of Religious Judicial Authority in Adjudicating Sharia Economic Disputes," <https://fs.uin-antasari.ac.id/wp-content/uploads/2014/07/4.Diana-Rahmi-Ruang-Lingkup-Kewenangan-PA.pdf>, p. 3.

from other judicial bodies. Applying these sacred texts is expected to strengthen judicial reasoning, allowing Religious Court judges to deliver more equitable and sound judgments.⁴

For this study, a representative sample of decisions was extracted from the Directory of Decisions of the Supreme Court of the Republic of Indonesia. This sample was procured using a purposive sampling methodology, adhering to specific criteria: it included sharia economic-related decisions from religious courts at the first instance, appellate, or cassation levels; complete copies were available; and there was explicit mention, or lack thereof, of Quranic postulates within their legal considerations. Consequently, the sample was bifurcated into two cohorts: those incorporating Quranic postulates and those that did not. The selected timeframe for these decisions spans from 2015 to 2025, aiming to illuminate shifts in judicial approaches to employing Quranic postulates following the implementation of Perma No. 14 of 2016, which pertains to Sharia Economic Settlement Procedures.

Table.1

Sharia Economic Dispute Decisions: A Comparative Analysis of the Inclusion and Exclusion of Quranic Evidence

No	Termination Number	Types of Things	Judge's Consideration (Evidence of The Quran)	
			Yes	Not
1.	No. 7/PDT.G.S/2025/PA.Mgt.	Murabahah's Default	✓	
2.	No.1384/Pdt.G/2024/PA.Smn	Default & Claim for Damages		✓
3.	No. 1083/PDT.G/2023/PA.Btl.	Rahn's Default		✓
4.	No.140/Pdt.G/2024/PA.Smn.	Unlawful Acts	✓	
5.	No. 1080/Pdt.G/2023/PA.Smn.	Resistance to Confiscation of Execution of Dependent Rights		✓
6.	No.156/Pdt.G/2024/PA.Smn.	Murabahah's Default	✓	
7.	No.800/Pdt.G/2024/PA.Smn.	Unlawful Acts		✓
8.	No.675/Pdt.G/2024/PA.Smn.	Lawsuit/Objection to the Execution of Dependent Rights		✓
9.	No.737/Pdt.G/2024/PA.Smn.	Murabahah's Default	✓	
10.	No. 1014/PDT.G/2023/PA.BTL.	Multi-service Ijarah Default & Compensation Claim		✓
11.	No. 1408/PDT.G/2023/PA.Btl.	Multi-service Ijarah Default & Compensation Claim		✓
12.	No. 1407/PDT.G/2023/PA.BTL.	Multi-service Ijarah Default & Compensation Claim		✓

⁴ Iskandar, *Intellectual Conception in Understanding Indonesian Law* (Jakarta: Andi Publishers, 2013), p. 35.

13.	No.1854/Pdt.G/2024/PA TA.	Murabahah's Default	✓	
14.	No.23/Pdt.G/2025/PTA.Smg.	Murabahah's Default		✓
15.	No. 37/Pdt.G/2015/PA/Mdn.	Cancellation of Execution Auction (Murabahah)	✓	
16.	No.1781/PDT.G/2024/PA. Jepr.	Failure of Qordh Bi Syartir Rahn		✓
17.	No. 280/Pdt.G/2020/MS. Sgi.	Default of Musyarakah & Murabahah (Bad Credit)		✓
18.	No. 319/PDT.G/2018/MS. Bna.	Unlawful Acts	✓	
19.	No. 01/Pdt.G/2022/MS.Lsm.	Murabahah's Default		✓
20.	No.128/Pdt.G/2022/PTA. MTR.	Unlawful Acts		✓

The analysis of the 20 sampled sharia economic dispute decisions reveals a varied approach: 13 did not explicitly incorporate Quranic postulates, while 7 explicitly included Quranic verses. This observation suggests that judges often reference Quranic postulates in their deliberations, even without an explicit legal obligation to do so in sharia economic dispute rulings. However, the practical application of Quranic postulates as a direct basis for judicial verdicts frequently prompts scholarly discourse, particularly concerning their interpretation and integration within Indonesia's positive legal framework. Given Indonesia's status as a rule-of-law state with a judicial system rooted in formal legal norms, harmonizing Islamic normative values with national legal principles remains a critical endeavor.

Investigating the role of Quranic verses in sharia economic dispute decisions is essential for comprehending the extent to which judges can legitimately employ them as a legal foundation. Consequently, this study aims to examine the position of Quranic verses in the resolution of sharia economic disputes and their broader implications for judicial practice in Indonesia.

Therefore, this study is guided by two primary research questions: What is the position of Quranic postulates in the adjudication of sharia economic disputes? And what are the reasons judges consider Quranic postulates in deciding sharia economic disputes? The corresponding objectives are to elucidate the position of Quranic verses in sharia economic dispute decisions and to ascertain the rationale behind judges' utilization of these verses as a consideration in such rulings.

RESEARCH METHODS

A research methodology is essential for any scholarly endeavor, providing a verifiable framework that underpins the validity and accountability of its findings. This study adopts a

descriptive qualitative approach, employing a normative juridical method. The normative juridical method, a recognized legal research methodology, involves a systematic analysis of secondary legal materials, including statutes, regulatory frameworks, established legal doctrines, and judicial decisions.⁵

Complementing this, a case approach was utilized. This approach, common in legal research, involves the in-depth examination of specific judicial rulings to ascertain the practical application of legal principles. Its objective is to illuminate how legal theory translates into practice within the judicial system.⁶

The primary dataset for this research consists of 20 sharia economic rulings issued between 2015 and 2025. These were meticulously selected using a purposive sampling technique, adhering to stringent criteria: the rulings had to concern sharia economic disputes, originate from religious justice institutions, be available in complete copy format, and explicitly document the inclusion or exclusion of Quranic postulates in their legal considerations.

Data collection was primarily conducted through comprehensive literature studies, drawing from legislative documents, judgments from the Religious Courts, academic journals, and other pertinent scholarly works. Additionally, the study incorporated interviews as a supplementary data collection method to gather further insights.⁷

RESULTS AND DISCUSSION

Legal Frameworks Guiding Judicial Decisions in Religious Courts

The Great Dictionary of the Indonesian Language defines a source of law as encompassing all forms of written materials, documents, and manuscripts that serve as fundamental guidelines for a nation's life at a specific historical juncture.⁸ An alternative definition posits that a source of law comprises the comprehensive framework that constitutes and establishes the rule of law, from which mandatory and binding regulations emerge. Breaches of these regulations incur significant and tangible penalties for those who violate them.⁹ Judges rely on two primary categories of legal sources when making their decisions:

⁵ Soerjono Soekanto and Sri Mahmudji, *Normative Law Research, A Brief Review* (Jakarta: Raja Grafindo Persada, 2003), p. 13.

⁶ Peter Mahmud Marzuki, *Legal Research Revised Edition* (Bandung: PT Kharisma Putra utama, 2015), p. 134.

⁷ Suwartono, *Basics of Research Methodology* (Yogyakarta: CV. Andi OFFSET, 2014).

⁸ Department of Education and Culture, *Great Dictionary of Indonesian Language* (Jakarta: Balai Pustaka, 2001).

⁹ Pandu, "Legal Sources: Definition, History, and Types," <https://www.gramedia.com/literasi/sumber-hukum/>.

procedural law sources, which govern the methods and processes within religious courts such as filing lawsuits and enforcing verdicts, and material law sources, which represent the substantive legal provisions applied to analyze cases heard by judges, including various laws related to marriage and sharia economics;

1. Sources of Procedural Legal Frameworks

The procedural law governing religious courts establishes the legal framework for judicial processes, encompassing aspects such as lawsuit initiation, defense conduct, judicial behavior, and verdict enforcement. Its primary objective is to ensure adherence to substantive civil law. While religious courts predominantly apply the civil procedural law of general courts, specific exceptions exist for matters explicitly regulated within their jurisdiction. Historically, foundational procedural legal instruments included the *Het Herziene Inlandsch Reglement*, effective in Java and Madura, and the *Reglement Buitengewesten* for regions beyond these islands. This framework has undergone successive legislative refinements, notably through Law Number 14 of 1985 concerning the Supreme Court, subsequently amended by Law Number 5 of 2004, and eventually superseded by Law Number 4 of 2004. Furthermore, Law Number 1 of 1974 pertaining to Marriage, complemented by its implementing regulation, Government Regulation Number 9 of 1975, provides essential legal provisions for family cases. The formal legal basis is further reinforced by Law Number 7 of 1989 on Religious Courts, later updated by Law Number 3 of 2006, and Law Number 20 of 1947, which addresses civil proceedings outside Java and Madura. Beyond these, Presidential Instruction No. 1 of 1991, which promulgated the Compilation of Islamic Law, along with Supreme Court Circulars, scholarly legal publications, and classical fiqh treatises, serve as authoritative interpretive resources for judicial deliberation.¹⁰

2. Source of material law.

Material laws applicable in religious courts for analyzing cases heard by judges include Law Number 22 of 1946, in conjunction with Law Number 32 of 1954, concerning marriage registration, *talaq*, and referral for regions outside Java and Madura. Additionally, Law Number 1 of 1974 regarding Marriage, strengthened by Government Regulation Number 9 of 1975 as its implementing rule, is also applied.

In the realm of sharia economics, judges draw upon several key legislative acts: Law Number 10 of 1998 concerning amendments to the Banking Law, Law Number 23 of 1999

¹⁰<https://paseirampah.go.id/index.php/kepaniteraan/prosedur-berperkara/12-prosedur-berpekara/269-hukum-acara>.

concerning Bank Indonesia, and Law Number 23 of 2011 concerning Zakat Management. Other pertinent provisions include Law Number 41 of 2004 concerning Waqf, Law Number 19 of 2008 concerning State Sharia Securities, and the Sharia Banking Law enacted in the same year. Furthermore, the Compilation of Islamic Law, the Compilation of Sharia Economic Law, Bank Indonesia regulations related to sharia economics, Supreme Court jurisprudence, fatwas of the National Sharia Council of the Indonesian Ulema Council, various forms of sharia economic contracts, and Government Regulation Number 28 of 1977 concerning Waqf of Owned Land collectively form part of the material legal framework used by judges in resolving sharia economic cases.¹¹

Legal Discovery Methods

Legal discovery, known as *rechtsvinding*, is a judicial process undertaken by judges to ascertain and establish applicable legal norms within a case, particularly when explicit written legal provisions are absent or ambiguous. While codified laws serve as the primary legal source, cases often arise that are not thoroughly addressed by existing regulations, creating a legal void or a lack of clarity regarding relevant legal norms.¹² In such circumstances, judges are obligated to resolve the case. Article 10 of Law No. 48 of 2009 explicitly forbids courts from declining to examine, adjudicate, or decide a case on the grounds of non-existent or unclear law, instead mandating its prosecution.

Consequently, judges are compelled to engage in legal discovery to identify suitable rules for resolving legal issues. This process transcends a mere literal application of statutory texts, demanding comprehensive interpretation and critical deliberation to achieve substantive justice. Thus, the role of judges within the Indonesian legal system extends beyond that of a "mouthpiece of the law"; they serve as pivotal interpreters who actively shape, adapt, and develop legal norms to align with prevailing societal values of justice.

The legal foundation for *rechtsvinding* in Indonesia is embedded in various legislative and constitutional provisions. Article 1 of Law No. 48 of 2009 concerning Judicial Power stipulates: "Judicial power is the power of an independent state to organize the judiciary to uphold law and justice based on Pancasila for the implementation of the Rule of Law of the Republic of Indonesia." This provision empowers judges to independently exercise their

¹¹ M. Khirur Rofiq, *Procedural Law of Religious Justice* (Semarang: CV. Rafi Sarana Perkasa, 2022), p. 38-39.

¹² Novia Permanasari, "Basic Analysis of Legal Considerations by the Judge of the Central Jakarta High Court NO. 10/PID. SUS-TPK/2021/PT DKI," *Syntax Idea*, 3 No. 9, September 2021, pp. 2159–78,

judicial authority in upholding law and justice consistent with the nation's fundamental values. Furthermore, Article 4 of the same law emphasizes: "The Court adjudicates according to the law by not discriminating against persons." This norm reinforces the principle of equality before the law, necessitating fair and non-discriminatory legal application. Therefore, judges are granted the discretion to undertake legal discoveries, ensuring equitable justice for all, even in cases where explicit regulations are lacking.¹³

A prevalent methodology employed by judges in legal discovery is legal interpretation, which encompasses several distinct approaches: grammatical, historical, systematic, and teleological interpretations. Grammatical interpretation involves deciphering the meaning of legal texts based on linguistic rules. Historical interpretation, conversely, traces the legislative intent and contextual background during the enactment of a law. Systematic interpretation situates a norm within the broader framework of the entire legal system, examining its interrelationship with other legal provisions. Teleological interpretation focuses on the ultimate objectives the law aims to achieve, considering its social function and inherent justice values.¹⁴ Applying these methods enables judges to uncover deeper legal meanings relevant to the specific context of a case, thereby ensuring that judgments are not only formally valid but also substantively just.

Moreover, jurisprudence, or previous decisions rendered by the Supreme Court, serves as an important resource in the Indonesian legal discovery process. Although in a civil law system jurisprudence lacks the formal binding authority characteristic of common law systems, judges frequently consult it as a reference. This practice is crucial for maintaining coherence and consistency in law enforcement. By drawing upon established legal patterns and considerations from analogous cases, jurisprudence contributes to minimizing disparities between judicial decisions and fostering legal certainty.¹⁵

The attributes and roles of the Quran within legal interpretative processes

The Quran serves as a fundamental source across various disciplines, including jurisprudence, theology, and moral philosophy, primarily due to its inherently definitive

¹³ Suparno and Abdul Jalil, "The Discovery of Law by Judges in Indonesia," *Law, Development & Justice Review*, 5 No. 1, May 2022, p. 51.

¹⁴ Agi Attaubah Hidayat et al., "Legal Discovery by Judges in Indonesia: Basics, Methods, and Implications for Legal Certainty and Justice," *Legalite: Journal of Islamic Laws and Laws*, 10 No. 1, January-June 2025, p. 128.

¹⁵ Muhammad Reza Baihaki, "Assessment of the Elements of Abuse of Authority (Detournement de Pouvoir) Based on the Constitutional Court's Decision," *Constitutional Journal*, 20, No. 1, March 2023, pp. 100–122. <https://doi.org/10.31078/jk2016>.

(*qath'i*) revelatory nature. However, the legal directives it encapsulates can be categorized based on their meaning as either definitive (*qath'i al-dalalah*) or probabilistic (*zhanni al-dalalah*).

Qath'i al-dalalah verses convey a singular, unequivocal interpretation, leaving no room for alternative understandings. Their certainty is undeniable, thus necessitating unquestioning acceptance. Conversely, *zhanni al-dalalah* verses are open to multiple interpretations, thereby inviting scholarly *ta'wil*.¹⁶

Examples of *qath'i al-dalalah* verses commonly referenced as legal precedents include the explicit prohibition of usury in Surah Al-Baqarah: 275, and the injunction to formally document debts for evidentiary purposes in Surah Al-Baqarah: 282. In contrast, Surah Al-Baqarah: 282 also exemplifies a *zhanni al-dalalah* verse, particularly concerning the determination of legal validity. Its lack of specific criteria for legitimate witnesses has resulted in diverse interpretations among legal scholars.

Beyond these inherent characteristics, the Quran performs several functions in shaping legal decisions:

a. Contractual Interpretation

The Quran serves as a fundamental reference for interpreting and validating contracts within Islamic legal practice. Judges frequently consult specific Quranic verses to ensure agreements comply with Sharia principles. For instance, Surah An-Nisa: 29, which prohibits the unlawful appropriation of property and emphasizes legitimate, consensual transactions, is crucial for evaluating contract validity, particularly concerning the avoidance of *gharar* (excessive uncertainty). Should ambiguities arise in a contract regarding its object, price, delivery, or the rights and obligations of parties, a judge may declare the agreement contrary to Sharia principles as affirmed in the Quran.

b. Fatwa Validation

In addition to contractual interpretations, the Quran functions as a critical standard for evaluating the legitimacy of fatwas issued by religious bodies, such as the National Sharia Council of the Indonesian Ulema Council. While fatwas often guide judges in adjudicating cases not explicitly covered by statutory law, their substance and values must align with Quranic principles.

¹⁶ Abdul Latif, "The Quran as the Main Source of Law", *Journal of Law and Justice*, 4 No. 1, March 2017, p. 76.

judges retain the prerogative to disregard fatwas that directly contradict the Quran's text or spirit. For example, DSN-MUI Fatwa No. 06/DSN-MUI/IV/2000, pertaining to *istisna'* contracts, is often reinforced by references to QS. Al-Baqarah: 283, which underscores the necessity of documenting debts and fostering trust to prevent disputes. This demonstrates that fatwas serving as legal considerations must uphold Quranic principles of prudence and legal certainty.

c. Ambiguity Resolution

The Quran also acts as a vital interpretive instrument for resolving ambiguities within contracts, regulations, or legal relationships. When contractual clauses are vague or permit multiple interpretations, judges may invoke Quranic verses embodying universal principles such as justice, public interest (*maslahah*), and transactional clarity. For example, in disputes concerning Sharia investment contracts where terms, capital returns, or profit-sharing arrangements are unclear, judges may refer to QS. Al-Mā'idah: 1, which commands the fulfillment of all agreements. Furthermore, to encourage peaceful dispute resolution prior to litigation, judges can utilize QS. Ali Imran: 159, which emphasizes the importance of deliberation. Thus, Quranic principles can bridge ambiguities and provide moral and normative guidance for judges in formulating fair judgments oriented towards the common good.

The Role of Quranic Principles in the Adjudication of Sharia Economic Disputes

Quranic postulates serve as fundamental legal norms in deliberations concerning Sharia economic disputes. As noted by Hirmawan, these postulates are the basic norms determining Sharia economic law, with most foundational legal principles processed and formalized by the National Sharia Council of the Indonesian Ulema Council to become a source of material law. Consequently, the application of DSN-MUI fatwas is considered an indirect application of law, as their legal norms directly derive from Quranic postulates.

However, the direct inclusion of Quranic evidence is not strictly binding on judges, granting them discretion in citing these postulates. This flexibility stems from the understanding that while Quranic verses are foundational, they are not always directly codified as applied law in the same manner as DSN-MUI fatwas. This perspective aligns with East Java's argument that Quranic postulates are positioned as overarching legal norms that inform the formation of other laws.

Despite this discretionary aspect, the integration of Quranic postulates in Sharia economic judgments is highly recommended and considered essential. This is primarily because Sharia economics is grounded in Islamic legal principles, with the Quran serving as the primary source of law. Such inclusion not only clarifies the legal basis underpinning a decision but also enhances transparency and unequivocally demonstrates adherence to Sharia principles.

Based on these insights, the Quran functions primarily as a legal norm whose direct inclusion in judicial pronouncements is not explicitly obligatory. Nevertheless, in the context of religious court decisions—particularly for murabahah default disputes, rejected claims of unlawful acts, or approved guarantee auctions—the legal considerations are expected to encompass philosophical, sociological, psychological, juridical, and Shari'i dimensions, which naturally integrate references to the Quran, Hadith, and fiqh rules. While the Quran serves as a fundamental legal norm, the fatwas issued by DSN-MUI and the Compilation of Sharia Economic Law function as material sources of applied law within religious justice, as they are formulated based on Quranic principles. Therefore, incorporating DSN-MUI or KHES fatwas implicitly signifies the inclusion of Quranic postulates.

Analysis of the Role of the Quran as a Basis for Judges' Consideration in Resolving Sharia Economic Disputes

The following section presents a table summarizing judicial decisions in sharia economic disputes that reference the Quran as a source of legal reasoning. This compilation is derived from the mapping of verdicts previously outlined in Table 1 within the introduction.

Table.2
Judicial Decisions on Sharia Economic Disputes Referencing the Quranic Evidences

No	Dispute No.	Dispute Types	Contract	Dalil Al-Quran	Court
1	No.156/Pdt.G/2024/PA. Smn	Default	Murabahah	Al-Maidah ayat 1	PA. Sleman
2	No.737/Pdt.G/2024/PA. Smn	Default	Murabahah	Al-Maidah ayat 1	PA. Sleman
3	No. 1854/Pdt.G/2024/PA TA	Default	Murabahah, but there are some benefits	Al-Maidah ayat 1. Al-Baqarah verse 275. An-Nisa' verse 29.	PA. Tulungagung

4	No. 7/PDT.G.S/202 5/PA.Mgt.	Default	Murabahah	Al-Maidah ayat 1	PA. Magetan
5	No. 37/Pdt.G/2015/P A. Mdn	Cancellatio n of Execution Auction	Murabahah	Al-Maidah ayat 1	PA. Terrain
6	No.140/Pdt.G/2 024/PA. Smn	Unlawful Acts	Murabahah	Al-Maidah verse 1 & Al- Isra verse 34	PA. Sleman
7	No. 319/Pdt.G/2018/ MS. Bna.	Unlawful Acts	Murabahah	Al-Baqarah verse 280, Al-Maidah ayat 1 Al-Isra verse 34.	MS. Banda Aceh

Based on the table provided, three types of disputes, all involving murabahah contracts, are observed. The specific Quranic evidence cited varies, and a detailed elaboration and explanation of the relevant Quranic verses, aligned with each dispute type, is presented below.

1. Default

In default disputes, Q.S. Al-Mā'idah verse 1 is frequently referenced. The verse states:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ ٱلْأَنْعَامِ إِلَّا مَا يُتْلَى عَلَيْكُمْ غَيْرِ مُحِلِّي الصَّيْدِ وَأَنْتُمْ حُرْمٌ
إِنَّ ٱللَّهَ يَحْكُمُ مَا يُرِيدُ

O you who have believed, fulfill [all] contracts. Lawful for you are the animals of grazing livestock except for that which is recited to you [in this Qur'an] - hunting not being permitted while you are in the state of ihram. Indeed, Allah ordains what He intends.

This verse is highly pertinent as a legal postulate in Sharia economic disputes, particularly concerning default, due to its explicit command to uphold contractual obligations. Default signifies a failure to honor the terms agreed upon in a contract. Within the framework of a Sharia economic dispute, if a party fails to fulfill its contractual duties, this verse provides a normative basis for a judge to determine a violation of a legally binding Sharia contract. This aligns with Islamic principles of justice and legal certainty, emphasizing that contracts are binding on all parties and must be fulfilled, except in cases of legitimate shar'i exigency.

Furthermore, in specific decisions, such as Number xxxx/Pdt.G/2024/PA xx, additional support is derived from Q.S. Al-Baqarah verse 275 and An-Nisā' verse 29. These verses serve as foundational postulates, embodying core values of justice, prohibiting exploitation, and promoting mutual cooperation in transactions. They are crucial for evaluating intentions, practices, or contractual breaches within the Sharia economic context. This legal argument can be leveraged in lawsuits where a murabahah contract was agreed upon, but the plaintiff subsequently received a disproportionate profit share of 2.5% per month.

الَّذِينَ يَأْكُلُونَ الرِّبَا لَا يَقُومُونَ إِلَّا كَمَا يَقُومُ الَّذِي يَتَخَبَّطُهُ الشَّيْطَانُ مِنَ الْمَسِّ ذَلِكَ بِأَنَّهُمْ قَالُوا إِنَّمَا الْبَيْعُ
مِثْلُ الرِّبَا وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا فَمَنْ جَاءَهُ مَوْعِظَةٌ مِنْ رَبِّهِ فَانْتَهَى فَلَهُ مَا سَلَفَ وَأَمْرُهُ إِلَى اللَّهِ
وَمَنْ عَادَ فَأُولَٰئِكَ أَصْحَابُ النَّارِ هُمْ فِيهَا خَالِدُونَ

Those who consume interest cannot stand [on the Day of Resurrection] except as one stands who is being beaten by Satan into insanity. That is because they say, "Trade is [just] like interest." But Allah has permitted trade and has forbidden interest. So whoever has received an admonition from his Lord and desists may have what is past, and his affair rests with Allah. But whoever returns to [dealing in interest or usury] - those are the companions of the Fire; they will abide eternally therein [al-Baqarah 2:275].

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا
أَنفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

29. O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allah is to you ever Merciful [al-Nisa 4:29].

These verses enable a judge to conclude that a discrepancy in contract implementation, leading to unjust exploitation or increased burdens, contradicts these fundamental principles. In the context of a default dispute, a party that breaches an agreement or unjustly appropriates property without fulfilling its obligations is deemed to have violated these principles, essentially consuming property through illicit means.

2. Cancellation of Execution Auction

In disputes concerning the cancellation or postponement of an auction's execution, such as decision No.xx/Pdt.G/2015/PA.xxx, the claim may be deemed inadmissible if evidence shows that the parties had legally agreed to resolve disputes through Basyarnas. The use of Q.S. Al-Mā'idah verse 1 is relevant here, as it mandates believers to adhere to legally established contracts and agreements. Consequently, when parties consent to arbitration as a dispute resolution mechanism, this agreement constitutes an 'uqud that must be upheld according to the principle of *al-wafā' bi al-'uqūd*. Initiating court proceedings, therefore, represents a breach of this contractual agreement.

3. Unlawful Acts

For disputes categorized as Unlawful Acts, Quranic postulates, specifically Q.S. Al-Mā'idah verse 1 and Al-Isrā' verse 34, serve as critical considerations for judicial verdicts. These two verses are applied as general postulates because both plaintiffs and defendants are obliged to adhere to agreed-upon terms. Any violation of an agreement, breach of promise, or action that unjustly harms the rights of others, without Sharia-compliant justification, constitutes an unlawful act prohibited by Islamic law. Q.S. Al-Mā'idah verse 1 emphasizes the obligation to fulfill contracts, while Q.S. Al-Isrā' verse 34 prohibits the unlawful appropriation of property and underscores the importance of trust and responsibility in promises.

In other instances, particularly in different courts, Q.S. Al-Baqarah verse 280 is also invoked:

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

280. And if someone is in hardship, then [let there be] postponement until [a time of] ease. But if you give [from your right as] charity, then it is better for you, if you only knew [al-Baqarah 2: 280].

This verse signifies Islam's directive to grant leniency to individuals facing financial difficulties in repaying debts. When applied to judicial considerations, such as in decision No. xxx/Pdt.G/2018/xx.xxx., which examined evidence T-11, T-12, and T-13, it can be concluded that the defendant had extended a grace period to the plaintiff by offering restructuring financing facilities. Thus, the application of this verse aligns with the nature of such disputes.

In conclusion, the Quranic postulates referenced in the aforementioned economic dispute decisions are relevant to the specific disputes and conform to the established templates and decisions of religious courts. It is common for the same evidence, such as Q.S. Al-Mā'idah

verse 1, to be applied across different cases, including default disputes, auction executions, and unlawful acts, largely because the majority of these disputes originate from unfulfilled contracts or agreements.

CONCLUSION

The position of the Quran in the consideration of judges' decisions on sharia economic disputes has a position as a binding legal norm, but there is no obligation for judges to include it. This means that the Quranic evidence is only a complement in the consideration of sharia economic dispute decisions because the fatwa of DSN, MUI, and KHES as one of the sources of material law of religious justice is an applied law taken based on the postulates of the Quran as a reference. So using the fatwa of DSN MUI and KHES is the same as using the postulates of the Quran indirectly. The judge's reason for including the Quranic postulate in his decision is to clarify the legal basis and strengthen the judge's argument and to provide transparency that the decision follows sharia principles.

REFERENCE

1. Website

OJK, "Report on the Development of Indonesian Sharia Finance." Retrieved April 30, 2025. <https://kneks.go.id/storage/upload/1732098490Laporan%20Perkembangan%20Keuangan%20Syariah%20Indonesia%20Tahun%202023.pdf>.

Guide, "The Source of Law: Its Meaning, History, and Types." Retrieved April 26, 2025. <https://www.gramedia.com/literasi/sumber-hukum/>.

Rahmi, Diana. "The Scope of Authority of Religious Courts in Adjudicating Sharia Economic Disputes." Retrieved April 28, 2025. <https://fs.uin-antasari.ac.id/wp-content/uploads/2014/07/4.Diana-Rahmi-Ruang-Lingkup-Kewenangan-PA.pdf>.

2. Book

Ministry of Education and Culture. *Great Dictionary of Indonesian*. Jakarta: Balai Pustaka, 2001.

Iskandar. *Intellectual Conception in Understanding Indonesian Law*. Jakarta: Andi Publishers, 2013.

Marzuki, Peter Mahmud. *Legal Research Revised Edition*. Bandung: PT Kharisma Putra utama, 2015.

Rofiq, M. Khirur. *Religious Jurisprudence*. Semarang: CV. Rafi Sarana Perkasa, 2022.

Yours truly, Richard Burton. *Legal Aspects in Business*. Jakarta: Rineka Cipta, 2003.

Soekanto, Soerjono and Sri Mahmudji. *Normative Law Research, A Brief Review*. Jakarta: Raja Grafindo Persada, 2003.

Voice. *Fundamentals of Research Methodology*. Yogyakarta: CV. Andi OFFSET, 2014.

3. Journal

Al'auf, Salfin Abdul Rahman et al., "Analysis of Court Decisions in Religious Courts: Law, Justice, and Execution in Sharia Economic Cases in Indonesia," *Journal of Sharia Economic Law*, 7, No. 1 (2024). <https://doi.org/10.30595/jhes.v7i1.20577>

Badruzaman, Dudi et al., "Legal Review of Business Dispute Resolution in the Sharia Capital Market," *Journal of Sharia Economics Pelita Bangsa*, 08, No. 01 (April 2023). <https://doi.org/10.37366/jespb.v8i01.1687>

Baihaki, Muhammad Reza, "Assessment of the Elements of Abuse of Authority (Detournement de Pouvoir) Based on the Constitutional Court's Decision," *Constitutional Journal*, 20, no. 1 (March 2023). <https://doi.org/10.31078/jk2016> .

Hani, Umi dkk., "ANALYSIS OF THE JUDGE'S DECISION NUMBER 02/Pdt.G.S/2019/PA. Ptk CONCERNING THE DISPUTE OF MURABAHAH BIL WAKALAH AGREEMENT," *Journal of Shariah Economic Law Faculty of Shariah IAIN Pontianak*, 1, No. 1 (2021).

Harahap, Burhanudin et al., "Islamic Law, Islamic Finance, And Sustainable Development Goals: A Systematic Literature Review," *Sustainability*, 15 No. 6626 (2023). <https://doi.org/10.3390/su15086626>

Hardani, Sofia and Nur Hasanah, "IMPLEMENTATION OF THE COMPILATION OF SHARIA ECONOMIC LAW (KHES) IN RESOLVING SHARIA ECONOMIC DISPUTES IN RELIGIOUS COURTS IN RIAU PROVINCE," *Islamic Law*, 22, No. 1 (June 2022). <http://dx.doi.org/10.24014/jhi.v22i1.14930>

Hariyanto, Erie and Moh. Hamzah, "Bibliometric Analysis of the Development of Islamic Economic Dispute Resolution Research in Indonesia," *JURIS: Jurnal Scientific Syari'ah*, 21, No. 2 (2022). <http://dx.doi.org/10.31958/juris.v21i2.6997>

Hayat, Rossy Ibnul and Sukardi, "ANALYSIS OF JUDGES' CONSIDERATIONS IN DECIDING SHARIA ECONOMIC CASES RELATED TO DEFAULT: Study of Decision Number 0132/Pdt.G/2016/PA. Stg," *Equator Law Review*, 1 No. 2, (October 2020). <https://doi.org/10.24260/klr.v1i2.72>

Hidayat, Agi Attaubah et al., "Legal Discovery by Judges in Indonesia: Basics, Methods, and Implications for Legal Certainty and Justice," *Legalite: Journal of Islamic Laws and Laws*, 10 No. 1 (January-June 2025).

Iswanto, Bambang dan Miftah Faried Hadinatha, "Sharia Constitutionalism: Negotiating State Interests and Islamic Aspirations in Legislating Sharia Economic Law," *Al-Ahkam*, 23, No. 1 (2023). [10.15408/ajis.v23i1.32899](https://doi.org/10.15408/ajis.v23i1.32899)

- Jie, Li dkk., "Islamic Business Ethics," *Sharia Oikonomia Law Journal*, 1, No. 3 (September 2023). <https://doi.org/10.55849/solj.v1i3.487>
- Latif, Abdul, "The Quran as the Main Source of Law," *Journal of Law and Justice*, 4 No. 1 (March 2017).
- Permanasari, Novia, "Basic Analysis of Legal Considerations by Central Jakarta High Court Judges No. 10/PID. SUS-TPK/2021/PT DKI," *Syntax Idea*, 3, No. 9 (September 2021). <https://doi.org/10.46799/syntax-idea.v3i9.1486>.
- Riyanta, "The Method of Legal Discovery (A Comparative Study Between Islamic Law and Positive Law)," *Journal of Religious Research* 17, No. 2 (2008).
- Santoso, "Mediation Role in Solving Sharia Economic Dispute as Civilization Toward Ethical Value of Islam," *Tawazun: Journal of Sharia Economic Law*, 5, No. 2 (2022).
- Siswanto et al., "Conflict Resolution in Sharia Business Bankruptcies in Indonesia: Ethical and Legal Challenges," *Az-Zarqa' Journal of Islamic Business Law*, 15, No. 2 (December 2023). <https://doi.org/10.14421/azzarqa.v15i2.3182>
- Solihin, Dadin et al., "Simplified Lawsuits in Dispute Resolution Within Sharia Economic Law in Indonesia," *Ulul Albab: Journal of Islamic Law Studies and Research*, 6, No. 1 (October 2022). [10.30659/jua.v6i1.37265](https://doi.org/10.30659/jua.v6i1.37265)
- Suparno and Abdul Jalil, "The Discovery of Law by Judges in Indonesia," *Law, Development & Justice Review*, 5 No. 1 (May 2022).
- Taufiki, Muhammad dkk., "The Use of Maxims (al-Qawā'id al-Uṣūliyyah wa al-Fiqhiyyah) in Legal Argumentation of Sharia Economic Court Decisions in Indonesia," *Al-Ihkam: Jurnal Hukum Dan Pranata Sosial*, 17, No. 1 (2022). <https://doi.org/10.19105/al-lhkam.v17i1.6070>
- Umihani dan Hesti Kamariah, "Resolution of Sharia Economic Disputes: A Case Study on Default in Murabahah Contracts," *International Journal of Islamic Finance*, 02, No. 02 (2024). <https://doi.org/10.14421/ijif.v2i2.2322>
- Zain, Muhammad Fuad, "Legal Discovery Methods in Sharia Economic Disputes at the Purwokerto Religious Court," *Islamic Economic Scientific Journal*, 7, No. 03 (2021). <https://doi.org/10.29040/jiei.v7i3.3270>

4. Miscellaneous

- Iswantoro, Wahyu, "DISCOVERY OF THE LAW BY JUDGES AND IMPLICATIONS FOR THE DEVELOPMENT OF PRETRIAL," *National Law Magazine* Number 1 of 2018.
- Article 49 of Law No. 50/2009 concerning Religious Courts.
- Interview with Member of the Sumenep Religious Court Judge, Hirmawan Susilo, on April 14, 2025.

Interview with the Chairman of the Sumenep Religious Court, Moh. East Java, on April 14, 2025.