

Settlement of Default Debtors on Amitra Financing (Hajj and Umrah) in Limited Liability Companies (Fif Group) Prapat Regional Branch

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Abstract

Limited Liability Company Federal international finance group is a finance company that provides conventional and sharia financing facilities. And one of the financing that is engaged in sharia is AMITRA. Amitra is one of the funds that has been regulated in accordance with the fatwas with the MUI national sharia and is supervised by the financial services authority. Amitra is sharia financing from the Fifgroup for Islamic Hajj, Umrah and gold financing, or even qurban and aqiqah submissions. In addition to federal international finance, there are also several finance companies that provide hajj and umrah financing, for example Adira, Bess finance, etc. So here the writer is interested in discussing the financing of Hajj and Umrah in federal international finance.

Keywords

Amitra; debtor; default; financing



I. Introduction

The provision of credit can be given to anyone who has the ability, credit collection is done through a debt receivable agreement or credit agreement between the lender (creditor) on one party and the debtor (debtor) on the other party (sriono, 2019). According to R. Subekti in his book Mgs Edy Putra Tje'Aman, a Covenant is an event in which a person promises to another person or where the two people promise each other to do something (Mgs Edy Putra Tje'Aman, 1989:9). That in a treaty, the agreement in the agreement is the embodiment of the will of two or more parties in the agreement using the iapa they want to implement, how to implement it, when it should be carried out, and who must implement (Dinda Dwi Agustina, 2020).

The Agreement gives birth to an alliance or legal relationship that gives rise to rights and obligations for each party. Thus an agreement in the form of an agreement is essentially binding, even in accordance with Article 1338 paragraph 1 of the Civil Code, this agreement has binding power as a law for the parties who make it (Huala Adolf, 2006: 15). With the agreement is expected to carry out what has been agreed, but in the practice many debtors who disavow the promise in the agreement or called default. Default is: "A state in which a debtor (indebted) does not fulfill or perform the achievements as stipulated in an agreement". A person is declared a default because: Absolutely not fulfilling the achievements; achievements performed imperfectly; late fulfilling achievements; and do what is in the agreement forbidden to do. Default raises problems, among others: When a debtor is declared a default, what is the result of a default and how efforts to resolve the default can provide protection for the parties. Default is also regulated in article 1238 of the Criminal Codeerdata, namely the debtor is declared negligent by the letterof passage h, or by such a deed, or based on the strength of the alliance itself, that is, if this alliance results in the debtor must be considered negligent by the passage of the specified time.

So the default is related to not fulfilling the obligation of engagement or in other words related to the issue of payment of engagement. Paying in law is a technical term, a term with a certain meaning. An alliance, if fulfilled or in other words, if paid by the debtor as required, the engagement has achieved what is its purpose, with the effect that the alliance is essentially deleted. Basically, if the debtor defaults, there is the right of the creditor to claim compensation, as mentioned in article 1236 B.W. (for attachments containing the obligation to give something), in article 1239 B.W. (for engagements containing the obligation to do something or do something), and article 1243 B.W. (for engagements that contain the obligation to give or do something).

Defaults in Indonesian used with the term "promise injury" which has indicated the existence of a contractual connection as a basis, because of the "promise" that is not fulfilled, is in an agreement. Billing preceded by somasi indicates that the debtor has not fulfilled his promise as agreed in the agreement. So if the creditor sues based on the default, he is obliged to prove the existence of a contractual relationship between himself and the opponent of his promise. If there is a default and the creditor sues then the plaintiff (debtor) who is declared to have disobeyed the promise (default) based on the judge's decision, the defendant can be sentenced in the form of paying the remaining debts paid off and at the same time, giving moratorium interest (Destisa Nainggolan, Egi Ahmad Fahrezi, Yuandar Daniel Ndraha, 2021).

Apartner is the Islamic financing service of FIFgroup. Apartner has also been regulated in accordance with the fatwas of the MUI National Sharia Council and supervised directly by the Financial Services Authority. Financial performance is a measuring instrument to know the process of implementing the company's financial resources (Ichsan, R. et al. 2021). You can also get sharia-compliant financing services for various things such as:

- a. Umrah Journey
- b. Hajj Journey
- c. ANTAM Gold Purchase
- d. Qurbani & Aqiqah

II. Research Method

Empirical juridical research is in other words that is a type of sociological legal research and can be mentioned by field research, which examines the legal guidance that applies and that has occurred in people's lives.

III. Results and Discussion

3.1 Results

a. Payment and Financing of Hajj and Umrah in Indonesia

In Indonesia, hajj and Umrah financing can be through legal entity entities, namely private and state limited liability companies (SOEs)." In terms of financing other than through banks set by the government can also be through finance or financing business entities for hajj and umrah financing.

In Indonesia there are several privately owned legal entity entities that can provide hajj and umrah financing services, such as:

1. PT. FIF GROUP
2. PT. ADIRA
3. PT. BESS FINANCE

As for payments, there are several banks that have committed to support the implementation of non-cash transaction services in the ministry of religious affairs as follows:

- a) Bank BRI
- b) Bank BNI
- c) Bank Mandiri
- d) Bank BTN
- e) Bank Syariah Indonesia

The difference between payment and financing is:

- 1) Acceptance is: transactions that arise before or after the delivery of goods between creditors and debtors, while
- 2) Payment is: made at the time of delivery of goods between seller and buyer

b. Financing of Amitra (Hajj and Umrah) in a limited liability company Federal International Finance Branch of the Prapat Region

1. Payment Method

AMITRA has two financing methods, namely conventional and Shariah. Each has its own advantages. FIFASTRA Sharia financing has existed since 2005 under the supervision of DSN MUI. Various awards have been won.

2. Submission Documents



APPLY ONLINE/ OFFLINE



CONFIRMATION



SURVEY



LIQUID

3. The documents required in the application for cooperation are:

- a) ID CARD
- b) Administrator Family Card
- c) Payslips (for employees)

4. Religious Travel Financing

AMITRA serves religious travel financing such as Regular Umrah and Umrah Plus in accordance with Islamic sharia and mui National Sharia Council fatwas.

Fatwa of the National Sharia Council (DSN)

Fatwa DSN No. 11/DSN-MUI/IV/2000 on Kafalah

Fatwa DSN No. 19/DSN-MUI/IV/2001 on Al-Qardh

DSN Fatwa No. 44/DSN-MUI/VII/2004 on Multijasa Financing
 Fatwa DSN No. 74/DSN-MUI/I/2009 concerning Sharia Guarantee
 Fatwa DSN No. 79/DSN-MUI/III/2001 concerning Qardh Using Customer Funds
 Financial Services Authority (POJK) Regulations
 Indonesian Ulema Council



Financial Services Authority



4. Flow of Financing Application

Order of ways on how to apply for AMITRA financing both **offline & offline**

a) **Umrah Submission**

1. Registration	Fill out the financing application application.
2. Approval	The process of verifying documents and approval of financing applications.
3. Umrah Registration	Registration of Umrah financing to Travel Agent.
4. Depart Umrah	Consumers go Umrah.
5. Pay Installments	Consumers make payments every month.

The debtor can leave first before paying off all installments

b) Hajj Submission

1. Registration	Fill out the financing application.
2. Approval	The process of verifying documents and approval of financing applications.
3. Hajj Portion Registration	Hajj Portion financing registration
4. Pay Installments	Debtors make payments every month
5. Pay Installments	Debtors depart hajj

Debtors can pay off all installments in advance while waiting for the hajj departure schedule

5. Legal Basis

✓ DSN-MUI Fatwa No. 4/2000

Murabahah Financing Fatwa:

Islamic Financial Institutions (LKS) finance some or all of the purchase price of goods that are agreed upon qualifications. Islamic Financial Institutions (LKS) then sell the goods to customers (bookers) at a selling price worth the purchase price plus the profit

✓ Fatwa DSN-MUI No. 23/2002

Fatwa Potongan Repayment in Murabahah:

If the customer in the Murabahah transaction makes payment repayments on time or sooner than the agreed time, the Islamic Financial Institution (LKS) may provide a cut of the payment obligation, provided that it is not promised in the contract

✓ Fatwa DSN-MUI No. 17/2000

Fatwa sanctions against customers who can delay payment:

Sanctions are based on the principle of ta'zir, which aims to make customers more disciplined in carrying out their obligations. Funds derived from fines are intended as social funds.

✓ Fatwa DSN-MUI No. 16/2000

Fatwa Discount In Murabahah:

If in buying and selling Murabahah Islamic Financial Institutions (LKS) get a discount from the supplier, the real price is the price after the discount, therefore, the discount is the customer's right.

✓ Fatwa DSN-MUI No. 13/2000

Fatwa That Faces In Murabahah:

In the Murabahah financing contract, Islamic Financial Institutions (LKS) are allowed to request a down payment if the two parties agree.

✓ **Fatwa DSN-MUI No. 43/2004**

Indemnity Fatwa (Ta'widh):

The amount of compensation (ta'widh) is in accordance with the value of real losses (real losses) that must be experienced (fixed cost) in the transaction and not losses that are expected to occur (potential loss) Due to the lost opportunity (opportunity loss or al-furshah al-dhai'ah) Compensation received in transactions at Islamic Financial Institutions (LKS) can be recognized as a right (income) for the party who receives it.

✓ **Fatwa DSN-MUI No. 46/2005**

Fatwa On Murabahah Bill Deductions:

The Islamic Financial Institution (LKS) bokeh provides a cut of the total payment obligations to customers in Murabahah transactions (contracts) who have made their installment payment obligations in a timely manner and customers who have decreased payment capabilities.

✓ **DSN-MUI Fatwa No. 47/2000**

Fatwa on Settlement of Murabahah Receivables for Customers Unable to Pay:

Islamic Financial Institutions (LKS) may make Murabahah settlements for customers who cannot complete / pay off their financing according to the amount and time agreed

✓ **DSN-MUI Fatwa No. 48/2005**

Murabahah Bill Rescheduling Fatwa:

Islamic Financial Institutions (LKS) may reschedule Murabahah bills for customers who cannot complete / pay off their financing according to the amount and time agreed Do not increase the number of bills left

✓ **DSN-MUI Fatwa No. 49/2005**

Murabahah Contract Conversion Fatwa:

Islamic Financial Institutions (LKS) may convert by making contracts (making new contracts) for customers who cannot complete / pay off their murabahah financing according to the amount and time agreed, but it is still prospective with the following conditions:

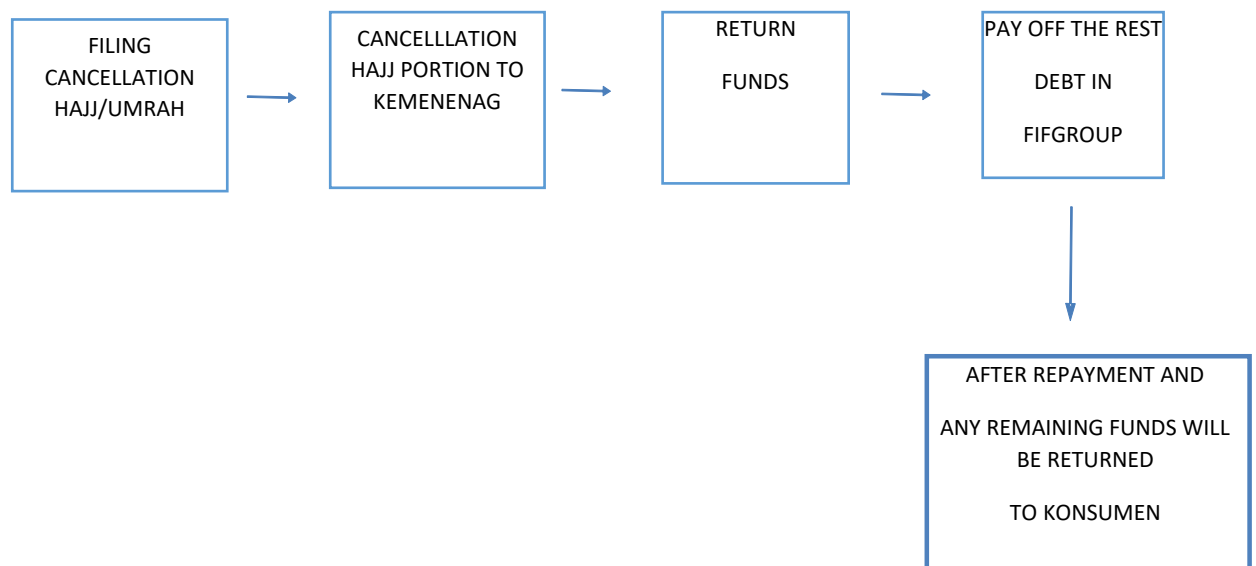
- a) Murabahah's contract terminated
- b) Islamic Financial Institutions (LKS) and ex-murabahah customers can create new contracts.

c. The Process of Refunding Debtors Who Have been Paid for Hajj/Umrah Financing

After the person concerned cancels the funds returned from the ministry to the debtor's account, the FIF and the debtor come to the bank that has been recomed to withdraw all funds. After the withdrawal of funds the debtor must pay off the remaining debts in the FIF. And if there is any remaining funds from the repayment will be returned to the debtor.

3.2 Discussion

1. Financing cancellation process Haji



That if for some reason in the case of Giving a Statement to cancel as a Prospective Hajj pilgrim with a Portion Number as mentioned above and / or make an injury to the promise based on the Agreement of Approval, then hereby the Granting of Pernyataan menyatakan actually and willing to do the following:

1. It will not light up hgunadocument proof of hajj registration (Hajj Registration Fee) or other documents with any designation.
2. Will not abuse the use of the contents of the Hajj Savings account until each and everytimetothe FIF based on the terpenuhi agreement.

b. Legal Consequences against Debtors Default on Hajj Cancellation

The cause of the onset of default is that the debtor does not do something or gives something inappropriate in time, and does something not right on the target promised by both parties, a party can be declared a default based on Article 1238 of the Civil Code. So as to be able to make claims against debtors who have injury to promises (defaults) as hinted at in article 1243 of the Civil Code, of course, the Creditor must first make a somasi or warning to arrive at the statement of the debtor cidra promise (frans wempie supit pangemanan, 2019). The current pandemic (covid-19) cannot be used as a reason for someone to make a promise injury unless there is a policy from the government in terms of delaying debt payments (Sri Dewi, Sriono, Elviana Sagala. 2021).

Due to the legal consequences of the default on the cancellation that occurred at the FIF , hereby granting a statement authorizing FIF, domiciled in South Jakarta and located at FIF Tower, Jl. T.B. Simatupang Kav.15, south Jakarta, to:

1. Debiting the Granting account at BANK for the payment of the Hajj Management Financing Facility in the name of Giving to FIF.
2. Carrying out the cancellation process to the local religious ministry office

c. Settlement of Debtor Liability for Appointment Injury

Debtors who have made promises as agreed, then the debtor can withdraw funds that have been entered into PT. FIF. The parties are required to exercise good faith in accordance with Article 1338 of the Civil Code by being able to review the agreement /

contract or renegotiation by adding a contract clause delaying carrying out obligations (Mifta Hulzannah, Sriono, Elviana Sagala. 2021) . PT. FIF in solving problems that occur related to hajj savings, giving freedom to the debtor to determine whether to continue or cancel the agreement.

Against the choice given if the debtor commits self-withdrawal or cancellation, the debtor is required to complete all obligations. After the process of canceling prospective hajj pilgrims is completed, the debtor debits all the contents of the Hajj savings account, after which the debtor is obliged to perform the debtor's obligation to pay off the remaining debt of the debtor to the FIF. If there are still remaining funds after the repayment, it will be returned to the debtor.

IV. Conclusion

Based on the results of the legal research, we can conclude that any debtor who commits a promise injury or default will be able to reconfirm to the debtor whether there is a good way to pay the installment or not. If the debtor is unable to /injury promise then the debtor can be applied for cancellation or revocation of the portion of the hajj to the ministry and will be processed refunded to the debtor's rekening. And the debtor is obliged to pay off the remaining installments of the debtor. If there are funds left over from the repayment will be returned to the debtor.

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