Al-Hiwalah: (Sharia Economic Law)
Volume 5 No. 2. July- December 2026
E-ISSN : 2963-0304
Page : 58-86
DOI : 10.47766/al-hiwalah.v5i2.7836
https://journal.uinsuna.ac.id/index.php/AlHiwalah

Post-Divorce Murabahah Defaults: Legal Challenges in Resolving Collateral Disputes between Co-Defendants

Eni Mawardhaningrum[1], Leli Joko Suryono[2]

Universitas Muhammadiyah Yogyakarta[1, 2]

Email : lelijoko@umy.ac.id[2]

Abstract: *Divorce has legal consequences that extend beyond changes in marital status to include the management of joint assets. In religious courts, murabahah financing disputes frequently concern not only defaults by the debtor, but also whether the collateral is held by another party often a former spouse when joint assets are involved. This study examines the judicial reasoning behind rulings on murabahah financing disputes after divorce, particularly when the collateral is in the possession of a co-defendant. The research adopts a normative legal approach, utilizing both case studies and conceptual analysis of Islamic economic dispute rulings. The findings indicate that judges consistently prioritize the debtor's obligation to fulfill financial commitments to the creditor (Islamic bank). Consequently, judicial decisions commonly side with the creditor from a contractual standpoint. In post-divorce murabahah cases, courts impose payment obligations on the debtor as a means to uphold legal certainty for the creditor while safeguarding the civil rights of the party controlling the collateral. Judicial rulings clarify that although a co-defendant's possession of the collateral does not absolve the primary debtor's responsibility, it may complicate enforcement if legal barriers arise. This research aims to advance the study of Islamic economic law and inform judicial practices in resolving murabahah financing disputes.*

Keywords: Default; Murabahah; Guarantee; Divorce; Co-Defendant.

‖ Submitted: 2026-06-16 ‖ Accepted: 2026-08-17 ‖ Published: 2026-08-19

Abstrak: *Perceraian membawa konsekuensi yuridis tidak hanya terhadap status perkawinan, tetapi juga tesrhadap penguasaan harta bersama. Di peradilan agama, sengketa pembiayaan murabah seringkali tidak hanya menyangkut wanprestasi debitur, tetapi juga persoalan jika objek yang mejadi jaminan dikuasai oleh pihak lain, khususnya mantan pasangan dalam konteks harta bersama. Penelitian ini bertujuan untuk menganalisa pertimbangan hakim dalam memutus sengketa pembiayaan murabahah pasca perceraian ketika objek jaminan berada dalam penguasaan turut tergugat. Metode penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan kasus dan konseptual terhadap putusan sengketa ekonomi syariah. Hasil penelitian menunjukkan bahwa hakim pada umumnya tetap menegaskan tangggung jawab debitur terhadap kewajiban pembiayaan kepada pihak kreditur (bank syariah) sehingga dari sisi perjanjian hakim cenderung menguntungkan pihak kreditur (pihak bank). Karena dalam memutus sengketa murabahah pasca perceraian, dalam amar putusan kewajiban pembayaran atas wanprestasi dilakukan oleh debitur sebagai upaya hakim dalam menyeimbangkan kepastian hukum bagi kreditur dengan perlindungan hak keperdataan pihak yang menguasai objek jaminan. Putusan hakim menegaskan bahwa penguasaan objek jaminan oleh Turut Tergugat tidak menghapuskan tanggung jawab debitur utama, namun dapat mempengaruhi eksekusi jaminan jika penguasaan tersebut menimbulkan hambatan yuridis. Penelitian ini diharapkan memberikan kontribusi terhadap pengembangan kajian hukum ekonomi syariah serta praktik peradilan dalam penyelesaian sengketa pembiayaan murabahah.*

Kata Kunci :
Wanprestasi; Murabahah; Jaminan; Perceraian; Turut Tergugat

INTRODUCTION

The development of Islamic banking in Indonesia is currently very rapid, as evidenced by the products offered by Islamic banks.[1] One of them is murabahah financing products. Murabahah is a sale-and-purchase agreement that specifies the purchase price and a mutually agreed profit margin (DSN MUI Fatwa Number 4 of 2000 concerning Murabahah, 2000: Hanum, 2015). According to the National Sharia Council Fatwa No. 04/DSN-MUI/IV/2000 on murabahah, goods traded under a murabahah agreement are not prohibited under Islamic sharia as long as they do not conflict with sharia principles.[2] Murabahah financing is a financing agreement for the procurement of an item, in which the purchase price (acquisition price) is confirmed to the buyer, who pays it in installments with a higher price as profit.[3] Default is a negli

gence or error of the debtor in failing to fulfill the performance stipulated in the agreement, and not under force majeure. An unlawful act is an act that violates the subjective rights of others, is contrary to morality, or is contrary to the legal obligations of the perpetrator himself as regulated by law, including other regulations under the law.[4] Therefore, an unlawful act is one that is contrary to the principles of Islamic economics, as stipulated in Indonesian positive law, such as the Compilation of Islamic Economic Law, the Islamic

---

[1] Lina Marlina et al., "Twenty Years of Islamic Banking in Indonesia: A Biblioshiny Application," *Library Philosophy and Practice* 2021 (2021): 1–22.

[2] Annisa Zakiyatul Fadlila and Darin Arif Muallifin, "Penerapan Prinsip Hukum Ekonomi Syariah Dalam Penyelesaian Wanprestasi Akad Murabahah," *Shar-E : Jurnal Kajian Ekonomi Hukum Syariah* 11, no. 2 (2025): 159–65, https://doi.org/10.37567/shar-e.v11i2.4454.

[3] Alfian Hanggara Putra and Djumardin Djumardin, "Wanprestasi Dalam Akad Murabahah," *Private Law* 3, no. 1 (2023): 85–94, https://doi.org/10.29303/prlw.v3i1.2150.

[4] Melia Melia, Muzakkir Abubakar, and Darmawan Darmawan, "Pembagian Harta Bersama Setelah Perceraian (Studi Terhadap Putusan Mahkamah Agung Nomor 597K/Ag/2016)," *Jurnal IUS Kajian Hukum Dan Keadilan* 7, no. 3 (2019): 506, https://doi.org/10.29303/ius.v7i3.665.

Banking Law, and others.[5] As well as unwritten law, such as that contained in al-Fiqh al-Islam, is part of the authority of the religious court because it is its absolute authority[6].

Default disputes with the collateral object being in the control of a third party have complexity because this dispute not only concerns the contractual relationship between the creditor (the bank) and the debtor (the party who made the contract), but also involves other parties who have a legal relationship to the collateral object (ex-husband/wife) after the divorce.[7] In Islamic law, "In principle, a contract is an agreement between the parties and its legal consequences are what they determine for themselves through promises." In a murabahah contract, it is entered into between a creditor (the bank) and a debtor (the borrowing party)[8]. The legal subjects involved in a murabahah financing contract can be individuals or married couples bound by a marriage bond . If the murabahah contract is carried out by a couple bound by marriage, for example a wife, then the husband is generally listed as a party who knows or participates in

[5] Sonia Regita Irawan, "Akibat Hukum Harta Bersama Yang Masih Menjadi Objek Jaminan Dalam Perjanjian Kredit Terhadap Pembagian Harta Bersama Setelah Perceraian," *Lex Patrimonium* 3, no. 1 (2024).

[6] Mohammad Ghozali et al., "The Law Concept of Sharia Banking Compliance on Murabaha Financing in Indonesia," *Samarah* 8, no. 3 (2024): 1391–1408, https://doi.org/10.22373/sjhk.v8i3.11313.

[7] Mohamad Hidayatullah A.K Husein, Abdul Mujib, and Nenden Herawaty Suleman, "The Urgency of Rescheduling Policy As a Solution To Sharia Banking Dispute on Murabahah Agreements," *Tasharruf: Journal Economics and Business of Islam* 7, no. 2 (2022): 170, https://doi.org/10.30984/tjebi.v7i2.2106.

[8] Melia, Abubakar, and Darmawan, "Pembagian Harta Bersama Setelah Perceraian (Studi Terhadap Putusan Mahkamah Agung Nomor 597K/Ag/2016)." *Jurnal IUS* vol 7 No. 3 (2019): 507, http://dx.doi.org/10.29303/ius.v7i3.665.

providing approval, especially if the object of financing or collateral is related to joint property[9].

The husband's position in this context is not always as a party to the contract but rather as a party who provides approval for the legal actions taken by the couple[10]. However, the dynamics of household life do not always run harmoniously. Protracted disputes can lead to divorce, which legally has legal consequences for the status of legal subjects and control over joint property. Divorce results in the separation of rights and obligations between the former husband and wife, including with respect to the financing object and the collateral previously bound by a murabahah contract.[11] The legal consequences of divorce affect the treatment of previously entered into murabahah financing contracts.[12] A change in marital status does not automatically invalidate a murabahah contract. However, divorce can give rise to new legal issues, particularly if the collateral or financed goods are controlled by one of the parties after the divorce, or if there are differing interpretations regarding the status of parties who did not directly sign the contract.[13] The contract remains valid and

---

[9] Jumni Nelli et al., "Reconstructing the Ṣāliḥah Wife: Gendered Exchange, Religious Authority, and Divorce among Working Muslim Women in Indonesia," *Juris: Jurnal Ilmiah Syariah* 25, no. 1 (2026): 1–14, https://doi.org/10.31958/juris.v25i1.16025.

[10] Mukhamad Suharto, "Shifting Power Relations in Muslim Families: A Normative Study of Divorce Petitions Following Pppk Appointments," *MASLAHAH (Jurnal Hukum Islam Dan Perbankan Syariah)* 16, no. 2 (2025): 113–30, https://doi.org/10.33558/maslahah.v16i2.11438.

[11] Jumni Nelli et al., "Reconstructing the Ṣāliḥah Wife: Gendered Exchange, Religious Authority, and Divorce among Working Muslim Women in Indonesia," Juris: Jurnal Ilmiah Syariah 25, vol 5 no. 1 (2026): 1–14, https://doi.org/10.31958/juris.v25i1.16025.

[12] Supriyandi Supriyandi and Saiful Anwar, "The Implementation Of Murabahah Financing Contracts In Bank Syariah Indonesia," *Jurnal Ilmiah Ekonomi Islam* 9, no. 3 (2023): 4295, https://doi.org/10.29040/jiei.v9i3.10811.

[13] Muhamad Ismail, Robitho Alam Hadi Faisal, and Zainur Zainur, "Marriage and Divorce in Islamic Law: Sociological Implications for Modern Muslim Societies," *Journal of Islamic Law El Madani* 4, no. 1 (2025): 25–37, https://doi.org/10.55438/jile.v4i1.142.

binding under the principle of pacta sunt servanda, a fundamental legal principle that means "agreements must be kept"[14].

This principle states that a legally executed agreement is binding as law for the parties making it, cannot be unilaterally revoked, and must be executed in good faith, as recognized in contract law. Divorce can give rise to new legal disputes, particularly regarding the former spouse's status as a third party (ex-husband), control of the collateral, and legal responsibility for financing obligations[15]. With the enactment of Law No. 3 of 2006 concerning Amendments to Law No. 7 of 1989 concerning Religious Courts in conjunction with Law No. 50 of 2009 concerning the Second Amendment to Law No. 7 of 1989 concerning Religious Courts, the authority (competence) is given to religious courts in resolving sharia economic cases, as regulated in Article 49 letter I, as follows: "Religious Courts have the authority and authority to examine, decide, and resolve" .

METHODS

The research method used in this paper is doctrinal. This means that the research is conducted by examining legal principles and written legal sources with an analytical legal approach. The collection tool in this research is a document study. Document study itself is a way to find secondary data that is related to the problems discussed in the research. Document study itself is a way

[14] Misbakhul Munir and Fathin Afifuddin, "Penyelesaian Sengketa Wanprestasi Akad Murabahah Melalui Litigasi," *SANGAJI : Jurnal Pemikiran Syariah Dan Hukum* 8, no. 2 (2024): 234–44, https://doi.org/10.52266/sangaji.v8i2.3394.

[15] Nadhifatuz Zulfa et al., "Mubadalah Marriage Guidance to Prevent Divorce in Pekalongan City," *Muwazah* 15, no. 2 (2023): 75–94, https://doi.org/10.28918/muwazah.v15i2.2062.

to find secondary data that is related to the problems discussed in the research.[16] The primary legal materials used include laws and regulations, circulars, and court decisions . The data source is primary data collected through interviews with the judge handling case number 3/Pdt.G.S/2025/PA.Wt, because there has been a peace effort outside the court, this lawsuit was withdrawn by the plaintiff with a decision, so no one was declared the winner or loser in the a quo case. The decision from the Kendari Religious Court case number: 0082 / Pdt.G / 2017 / PA.Kdi taken from the decision directory of the Supreme Court of the Republic of Indonesia.

RESULTS AND DISCUSSION

General Review Of Joint Property In Marriage

Article 31 paragraphs (1) and (2) of Law No. 1 of 1974 on Marriage, as amended by Law No. 16 of 2019, establishes the principle of equality between husband and wife in both family life and social relations.[17] This principle has important legal implications, as both spouses have equal standing before the law and are equally entitled to perform legal acts, whether concerning their personal interests or matters affecting the family. This equality also extends to the management and disposition of marital property acquired during the marriage. Marital property constitutes one of the legal consequences arising from marriage.[18] Article 35 paragraph (1) of the Marriage Law provides that property

---

[16] Sonia Regita Irawan, Lauditta Humaira, dan Surini Ahlan Sjarif, "Akibat Hukum Harta Bersama Yang Masih Menjadi Objek Jaminan Dalam Perjanjian Kredit Terhadap Pembagian Harta Bersama Setelah Perceraian," Lex Patrimonium vol 3, no. 1 (2024).

[17] Luzavindra Maulana Adrian Luzavindra and Umar Haris Sanjaya, "Application of Article 27 Paragraph (2) of the Marriage Law on the Misconception of the Applicant in Marriage Annulment," *Domus Legalis Cogitatio* 2, no. 1 (2025): 1–23, https://doi.org/10.24002/dlc.v2i1.9879.

[18] Shiddieqy, Zaman, Faqihah, Fathoni, dan Madina. "Integrating Islamic Family Law and Gender Equality: A Comparative Study of Legal Reform and Social Norms in Contemporary

acquired during the marriage constitutes joint marital property. In contrast, property acquired individually before marriage, as well as property received during the marriage through gifts or inheritance, remains the separate property of the respective spouse unless the parties agree otherwise. Indonesian marriage law therefore establishes a clear distinction between joint marital property and separate property based primarily on the source and timing of acquisition.

From the perspective of Islamic law, the concept of joint marital property is not expressly regulated in either the Qur'an or the Hadith [19] [20]. Nevertheless, the concept has been incorporated into Indonesian Islamic family law through a legal construction based on the principle of partnership (*syirkah*) within marriage. This approach is reflected in the Compilation of Islamic Law (Kompilasi Hukum Islam/KHI), particularly Article 85, which recognizes that the existence of joint marital property does not preclude either spouse from owning separate property. The regulation of marital property under the KHI demonstrates legal recognition of the respective contributions of husband and wife to the accumulation and management of family wealth throughout the marriage.

Indonesia and Morocco." Legitima : Jurnal Hukum Keluarga Islam, vol 6, no. 2 (n.d.). https://doi.org/10.33367/legitima.v7i2.7101

[19] Sumayyah Faqihah Ahmad Ash Shiddieqy , Akhmad Roja Badrus Zaman and Dinda Difia Madina Ezzitouna Muhammad Nur Fathoni, "Integrating Islamic Family Law and Gender Equality: A Comparative Study of Legal Reform and Social Norms in Contemporary Indonesia and Morocco," *Legitima* 07, no. 02 (2025): 165–90; Muhammad Malik Nahar and Universitas Islam Indonesia, "The Legal Status of Intellectual Property Rights as Marital Property in Marriage: Indonesian Positive Law and Islamic Law" 7, no. 1 (2025): 33–47, https://doi.org/10.25217/jm.v9i2.4978.2.

[20] Ahmad Ash Shiddieqy , Akhmad Roja Badrus Zaman and Muhammad Nur Fathoni, "Integrating Islamic Family Law and Gender Equality: A Comparative Study of Legal Reform and Social Norms in Contemporary Indonesia and Morocco."

Furthermore, Article 36 paragraph (1) of the Marriage Law stipulates that legal acts involving joint marital property may only be undertaken with the consent of both spouses.[21] This provision serves as an important legal safeguard for the rights of each spouse in the possession, management, and disposition of jointly owned property. Mutual consent is therefore a fundamental requirement before any legal transaction capable of creating legal consequences for joint marital property is undertaken, including its sale, transfer of rights, encumbrance with a mortgage, or use as collateral for a debt owed to a third party [22].

Viewed through the legal protection theory developed by Philipus M. Hadjon, the requirement for mutual consent can be understood as a form of preventive legal protection. Through this mechanism, the law seeks to prevent the unilateral exercise of authority over marital property that may infringe upon or prejudice the rights of the other spouse. Where such consent is absent, the spouse whose rights have been adversely affected may have legal grounds to challenge the validity of the unilateral legal act and, where appropriate, seek its annulment through judicial proceedings [23] [24].

---

[21] Sakirman. "Contemporary Fiqh Methodology In The Theory Of The Limitation Of Dialectics Space And Time According To Muhammad Syahrur." HUNAFA Jurnal Studia Islamika vol 7, no. 1 (2017): 301–26. http://dx.doi.org/10.24239/jsi.v14i2.484.301-326

[22] Hotnidah Nasution and Ahmad Rifqi Muchtar, "Negotiating Islamic Law: The Practice of Inheritance Distribution in Polygamous Marriages in Indonesian Islamic Courts," *Al-Manahij: Jurnal Kajian Hukum Islam* 18, no. 1 (2024): 125–44, https://doi.org/10.24090/mnh.v18i1.10921.

[23] Abd Shomad and Sri Hajati, "Prenuptial Agreement and the Principle of Balanced Justice in the Division of Joint Property in Islamic Marriage Law," *Yuridika* 40, no. 1 (2025): 129–42, https://doi.org/10.20473/ydk.v40i1.60238.

[24] Muhammad Nawawi, Ansari Ansari, and Arifuddin Muda Harahap, "Towards Substantive Justice: Reforming Islamic Family Law Regarding the Division of Marital Property in Indonesia," *Al-Qadha : Jurnal Hukum Islam Dan Perundang-Undangan* 12, no. 2 (2025): 356–73, https://doi.org/10.32505/qadha.v12i2.10905.

The significance of mutual spousal consent becomes particularly evident in banking transactions, especially *murabahah* financing provided by Islamic banks. In practice, the collateral securing such financing may consist of property acquired by the spouses during their marriage and therefore classified as joint marital property. When one spouse enters into a financing agreement and pledges joint marital property as collateral without obtaining the consent of the other spouse, a significant legal issue arises concerning the validity and enforceability of such action. At the same time, the legal position and protection of the spouse who did not participate in or consent to the transaction must also be addressed.

The legal relationship between a bank and a customer in a *murabahah* financing transaction is, in principle, contractual in nature. Article 1313 of the Indonesian Civil Code defines an agreement as an act by which one or more persons bind themselves to one or more other persons. In the context of *murabahah* financing, however, the legal consequences of the contractual relationship are not necessarily confined to the bank and the financing customer as the formal parties to the agreement. They may also affect third parties who possess legally protected interests in the collateral, including a spouse who holds rights over property classified as joint marital property.

The legal complexity becomes more pronounced when the spouses subsequently divorce while the financing agreement remains outstanding and the collateral consists of joint marital property that has not yet been divided. Under such circumstances, the dispute extends beyond a potential breach of the *murabahah* financing agreement and may also involve questions concerning ownership, control, and the legal status of the collateral as part of the undivided marital estate. In some cases, one of the former spouses may continue to possess or control the collateral and object to its execution, thereby creating practical and legal obstacles for the creditor in recovering the outstanding debt.

Judicial decisions concerning sharia economic disputes before the Religious Courts indicate that judges generally consider at least two interconnected aspects. First, they examine the existence and validity of the financing relationship between the bank and the customer. Second, they assess the legal status of the collateral, particularly whether it constitutes joint marital property following the dissolution of the marriage. In several cases, the courts have emphasized that divorce does not, by itself, extinguish the debtor's contractual obligation to perform the obligations previously agreed upon. Consequently, although the collateral may become the subject of a marital property dispute, the debtor's obligation to repay the outstanding financing remains enforceable under the principle of *pacta sunt servanda*, which requires legally valid agreements to be honored and binding upon the parties.

From the perspective of Gustav Radbruch's theory of legal certainty, the regulation of joint marital property and the requirement of spousal consent in its management are intended to provide certainty regarding the party or parties legally authorized to undertake legal acts concerning such property. In practice, however, disputes involving marital property used as collateral often reveal tensions among legal certainty, justice, and utility. On the one hand, banks require legal certainty concerning the validity and enforceability of collateral provided to secure financing. On the other hand, a former spouse who did not consent to the use of joint marital property as collateral has legitimate legal interests that require protection. Judges are therefore required to reconcile these competing interests and balance the three fundamental values of law when adjudicating such disputes.

These considerations demonstrate that joint marital property occupies a significant position in disputes arising from *murabahah* financing, particularly when the collateral forms part of an undivided marital estate following divorce. The interaction between marriage law, contract law, security law, and Islamic economic law creates a multidimensional legal problem that cannot adequately be resolved from the perspective of a single legal framework. A comprehensive judicial approach is therefore necessary to achieve an appropriate balance between protecting the rights of the non-consenting spouse, maintaining legal certainty for creditors, and ensuring the effective resolution of sharia economic disputes through litigation before the Religious Courts

Divorce And Its Consequences For Community Property That Is Still Pledged

Divorce constitutes a significant legal event that not only terminates the marital relationship between a husband and wife but also generates a range of legal consequences concerning their respective rights and obligations. One of the most important consequences concerns the legal status, ownership, and division of property acquired during the marriage. Under Indonesian positive law, the division of joint marital property following divorce is governed by Article 37 of Law No. 1 of 1974 on Marriage, which provides that when a marriage is dissolved due to divorce, the distribution of joint marital property is subject to the applicable legal regime governing the parties.[25] The elucidation of this provision indicates that such legal regimes may include religious law, customary law, or other applicable legal rules.

---

[25] Syawaluddin Hanafi, "Legal Politics of Changes to Marriage Laws in Indonesia," *Al-Qadha : Jurnal Hukum Islam Dan Perundang-Undangan* 11, no. 1 (2024): 68–85, https://doi.org/10.32505/qadha.v11i1.8867.

For Muslim communities in Indonesia, the division of joint marital property is more specifically regulated under the Compilation of Islamic Law (Kompilasi Hukum Islam/KHI). Article 97 of the KHI provides that a divorced widow or widower is, in principle, entitled to one-half of the joint marital property unless otherwise stipulated in a marriage agreement. This provision reflects a principle of distributive justice based on the recognition that the accumulation of family wealth during marriage generally results from the joint contribution of both spouses. Such contributions may be economic, such as income generation and financial support, or non-economic, including household management and other forms of domestic contribution. Accordingly, the distribution of joint marital property is not determined solely by the identity of the spouse who formally acquired or registered the property, but rather by the legal relationship and shared contribution established throughout the marriage.
A similar principle can be found in Article 128 of the Indonesian Civil Code, which provides for the equal division of jointly held marital property following the dissolution of the marriage. This parallel approach demonstrates that both Indonesian civil law and Islamic family law recognize, in principle, the entitlement of each spouse to an equitable share of property acquired during the marriage.[26] The legal issues become considerably more complex, however, when the joint marital property remains subject to a legal relationship with a third party, particularly where such property has been pledged as collateral for *murabahah* financing obtained from an Islamic banking institution. In such circumstances, divorce does not automatically extinguish the creditor's rights

---

[26] Ali Ansori, Fahriani Tanjung et al., "Prevention and Annulment of Marriage According to the Civil Code and Law No . 1 of 1974" 2, no. 2 (2025): 226–33. https://doi.org/10.70826/jcisnu.v2i2.836

over the collateral or release the debtor from the financial obligations arising from the financing agreement. In other words, the termination of the marital relationship does not, by itself, terminate a pre-existing legal relationship between the debtor and the creditor.

Substantively, two distinct but interconnected legal relationships must be distinguished. The first is the internal legal relationship between the former husband and wife concerning their respective ownership rights over the joint marital property. The second is the external legal relationship between the debtor and the creditor arising from the *murabahah* financing agreement and the associated security agreement. In practice, these two relationships may converge in the same asset when joint marital property is pledged as collateral to a bank.[27] Consequently, the resolution of the dispute extends beyond the division of marital property and also involves the protection and enforceability of the creditor's rights over the collateral.

The situation becomes particularly complicated when one of the former spouses continues to possess or control the collateral after the divorce and subsequently refuses to comply with the outstanding financing obligations or objects to the enforcement of the security. In such circumstances, the collateral may simultaneously become the subject of an unresolved marital property dispute, while the creditor requires legal certainty to recover the outstanding financing. This creates a potential conflict between the ownership interests of the former spouses and the creditor's security rights over the same asset.

[27] Sri Ahyani and Emma Dysmala, "Problems of the Legal Position of Integrity of Ivf Child Related To the Data Certificate and Law Number 1 Year 1974 Jo Law Number 16 Year 2019 on Marriage and Islamic Law," *American Journal of Humanities and Social Sciences Research*, no. 5 (2021): 176–82, www.ajhssr.com.

In judicial practice, the existence of a dispute concerning joint marital property does not generally extinguish a creditor's rights that arose earlier from a valid financing agreement and security arrangement. Accordingly, where it is established that joint marital property was validly pledged as collateral with the required consent of the parties before the divorce, the creditor's rights over the collateral should continue to be recognized and respected. Conversely, where evidence demonstrates that one spouse pledged joint marital property without obtaining the consent of the other spouse, as required under Article 36 paragraph (1) of the Marriage Law, questions arise concerning the validity and enforceability of the transaction, as well as the legal protection available to the spouse whose rights may have been adversely affected.

From the perspective of Gustav Radbruch's theory of legal certainty, disputes involving joint marital property that has been pledged as collateral highlight the importance of establishing a clear legal status for the asset in question. Creditors require certainty that the collateral securing their financing is legally valid and enforceable in the event of default. At the same time, the former spouse requires certainty concerning his or her ownership rights in the joint marital property. Where these interests intersect, the court is required to identify an appropriate balance between legal certainty, justice, and utility.

The issue can also be examined through Philipus M. Hadjon's theory of legal protection, which suggests that two forms of protection must be accommodated simultaneously. First, legal protection must be afforded to the former spouse who is legally entitled to a share of the joint marital property so that such rights are not diminished or eliminated through unilateral actions by the other spouse. Second, protection must be afforded to creditors who have provided financing in good faith and are legally entitled to repayment of their receivables. Maintaining an appropriate balance between these competing interests represents one of the central challenges in resolving sharia economic disputes involving joint marital property following divorce.

In proceedings before the Religious Courts, claims arising from *murabahah* financing defaults may, in certain circumstances, be filed concurrently with or become intertwined with claims concerning joint marital property. This phenomenon demonstrates that disputes arising from Islamic financing do not always exist as purely contractual disputes. Rather, they may be significantly influenced by unresolved family conflicts underlying the financing relationship. Consequently, judges adjudicating such cases are required to understand not only the principles of sharia economic law but also the Islamic family-law context that may have contributed to the emergence and escalation of the dispute.

Where joint marital property cannot reasonably be divided in kind, the court may determine that the property be sold or auctioned, with the proceeds subsequently distributed between the former spouses according to their respective entitlements as established by the judgment. However, where the property remains subject to an outstanding financing obligation and continues to serve as collateral, the settlement of the secured debt must generally be addressed before the remaining proceeds are distributed between the former husband and wife. This approach is grounded in the principle that a creditor's rights, once validly established and secured against a particular asset, must be respected in order to maintain legal certainty and the effectiveness of the underlying contractual relationship.

Within the context of this research, litigation before the Religious Courts can therefore be understood not merely as a formal mechanism for adjudicating disputes but also as a potential *pressure mechanism* encouraging the parties to reach a negotiated resolution. The prospect of a judicial ruling, the possibility of enforcement against the collateral, and the risk of losing part of their respective interests in the joint marital property may encourage debtors or parties controlling the collateral to negotiate and fulfill their outstanding financing obligations. Litigation thus serves a dual function: it operates as an instrument for formal legal enforcement while simultaneously creating legal pressure that may encourage compliance with the obligations arising from the *murabahah* financing agreement.

These considerations demonstrate that divorce does not, in itself, extinguish the legal obligations arising from a *murabahah* financing agreement or eliminate a creditor's rights over collateral that has been validly established. Instead, disputes arising after divorce reveal an intersection between Islamic family law, contract law, security law, and sharia economic law. Resolving such disputes therefore requires a comprehensive legal approach capable of balancing the protection of former spouses' rights to joint marital property, the creditor's need for legal certainty, and the effectiveness of litigation as a mechanism for resolving problematic *murabahah* financing following the dissolution of a marriage.

Analysis Of Dispute Resolution Over Breach Of Murabahah Financing Over Collateral Objects Controlled By The Coo-Defendants After Divorce

The Marriage Law's provisions regarding joint property after divorce are incomplete, as they remain ambiguous in their interpretation. Furthermore, joint property includes collateral held by banks (creditors). There are no clear regulations in this case. For example, in Decision No. 0082/Pdt.G/2017/PA.Kdi, the judge ruled under Article 37 of Law Number 1 of 1974, in conjunction with

Article 97 of the Compilation of Islamic Law, stating that each Plaintiff and Defendant is entitled to half of the joint property.[28] If a distribution in kind cannot be made, the distribution shall be conducted by auction, with the proceeds divided in accordance with the decision. The results of the interview with the judge handling case number: 3/Pdt.G.S/2025/PA.Wt because the case was resolved through amicable efforts outside the court, and the lawsuit was withdrawn. However, in deciding the case, the judge was guided by and considered that the Judge had attempted to reconcile the Plaintiff and Defendant I, Co-Defendant as intended by Article 130 HIR in conjunction with Article 15 of PERMA Number 2 of 2015, the articles and contents of which were not amended by PERMA Number 4 of 2019 concerning Amendments to PERMA Number 2 of 2015 concerning Procedures for Settling Small Claims;

Considering, that because the out-of-court amicable efforts as in the case above, the Plaintiff has then submitted a withdrawal of the lawsuit and the Co-Defendant cannot be heard for his approval of the withdrawal because he did not appear again at the hearing, the Judge did not further consider the written evidence attached by the Plaintiff and granted the Plaintiff's request to withdraw the a quo lawsuit;

Considering that since the Plaintiff's request to withdraw the lawsuit has been granted, no one has been declared the winner or loser in the a quo case, the court costs are borne by the Plaintiff;

Considering Article 130 HIR and Supreme Court Regulation Number 2 of 2015 concerning Procedures for the Settlement of Simple Claims, as amended

[28] Esti Royani et al., "Understanding the Mechanism of Joint Property Division: Rights of Husband and Wife According To Marriage Law in Indonesia," *Awang Long Law Review* 7, no. 2 (2025): 315–22, https://doi.org/10.56301/awl.v7i2.1519.

by Supreme Court Regulation Number 4 of 2019, and other relevant statutory provisions;

The results of the interview with the judge handling the case indicate that if the First Defendant and the Co-Defendant are proven to have committed a breach of contract during the trial, the resolution of the case, based on the principle of mutual justice, will order the First Defendant and the Co-Defendant to pay the bank's losses by reviewing the bank's losses to determine whether they are in accordance with the initial agreement and executing the collateral as joint property due to the divorce. This is in accordance with the principle of legal certainty, which provides the bank with certainty regarding the collateral transferred to the Co-Defendant. Therefore, the judge's considerations in deciding the case did not give rise to a dispute over the collateral held by the Co-Defendant after the divorce. The collateral cannot be separated from the legal characteristics of collateral inherent in the principal agreement.

One of the fundamental principles of collateral law is the principle of droit de suite (the right to follow the object), which affirms that the collateral right remains attached to the object wherever the object changes hands or is located, as long as it is not legally extinguished. This principle aims to provide legal protection and certainty for creditors regarding the repayment of their receivables. In the context of murabahah financing, although the contract is personal between the bank and the debtor based on the principle of privity of contract, the collateral provided has a material character (zakelijk recht). Therefore, the physical possession of the collateral by the Co-Defendant as a third party after the divorce theoretically does not nullify or weaken the validity of the droit de suite principle. The bank's rights as the collateral holder should remain enforceable because the collateral follows the object, not the subject who controls it. However, in judicial practice, the co-defendant's control of the collateral object is often used as a basis for delaying, limiting, or even rejecting the execution of the collateral. This is where tensions arise between the legal theory of collateral and the sociological reality of post-divorce, particularly when the collateral object is linked to joint property. Judicial decisions that overemphasize control and familial relationships without considering the status of the collateral right can obscure the function of the principle of droit de suite itself.

When analyzed using the theory of legal certainty, as proposed by Gustav Radbruch, the law must provide clarity and predictability for the parties. Inconsistent judicial decisions in applying the droit de suite principle actually create legal uncertainty for Islamic banking, as collateral rights, which are normatively material, become dependent on the personal status of a third party who is not bound by the contract. This situation negatively impacts the trust of Islamic financial institutions in disbursing collateral-based financing.

Therefore, conceptually, the principle of droit de suite should remain in place even if the collateral object is controlled by another party, including a co-defendant, after a divorce. Judges should ideally develop clear legal reasoning by separating family civil disputes regarding the division of joint assets from the validity of collateral rights as material rights. This approach not only strengthens legal certainty but also maintains consistent application of collateral law principles in murabahah financing disputes.

However, in its ruling, the judge applied family law (the Compilation of Islamic Law), specifically regarding joint property. Consequently, the court's decision disregarded the bank's (creditor's) rights to the collateral for murabahah financing, arguing that the collateral constituted joint property after the divorce.

This has significant economic implications for the bank's stability. Although the dispute falls within the realm of family law, its legal consequences affect contract certainty and the overall risk of Islamic bank financing.

The disregard for the bank's executive rights undermines the legal certainty of Islamic financing contracts. Murabahah contracts and their collateral agreements are civil obligations subject to the principle of pacta sunt servanda. When the court prioritizes the joint property regime over the creditor's rights arising from the agreement, the collateral's role as a risk-mitigation instrument becomes ineffective. This situation makes financing difficult to resolve through enforcement mechanisms, increasing the risk that it will be classified as Non-Performing Financing (NPF), namely financing whose payments do not proceed smoothly under the contract (e.g., late or in default).

Furthermore, this legal reasoning pattern has the potential to create moral hazard (moral hazard that occurs after an agreement/contract is made, when one party feels secure because the risk is borne by the other party) among debtors. Debtors or third parties controlling the collateral can exploit the status of joint property to avoid financing obligations. If this approach gains judicial legitimacy and is applied repeatedly, the risk of non-performing financing (NPF) will no longer be individual but will instead become systemic, reflected in an increase in the NPF ratio of Islamic banks. The increase in NPF has a direct impact on the decline in Islamic banks' asset quality, ultimately reducing profitability and capitalization. The decline in overall asset quality can weaken the resilience of Islamic banks' economies amid macroeconomic pressures. Furthermore, legal uncertainty surrounding collateral enforcement has pushed Islamic banks to adopt more conservative financing policies. Banks tend to tighten financing requirements, improve collateral quality, or limit the expansion of asset-based financing such as murabahah. In the long term, this situation has the potential to hamper the growth of Islamic financing and to reduce its contribution to real-sector financing and national economic growth. From the perspective of Islamic economic principles, ignoring banks' rights to collateral creates an imbalance in the risk-return balance. Islamic banks bear financing risks under the assumption of legal protection for their contractual rights. If this protection is removed through judicial interpretation, an imbalance in risk allocation occurs, which is systemically reflected in an increase in the NPF ratio.

Thus, at a macro level, the neglect of Islamic banks' rights to the collateral for murabahah financing under the pretext of joint assets not only undermines contractual legal certainty but also contributes to increased non-performing financing (NPF), declining asset quality, contracting financing distribution, and potentially disrupting the stability of the Islamic financial system. Therefore, judges' considerations in murabahah financing disputes should balance family law considerations with the framework of contract law and financial system stability, ensuring that banks' rights are not neglected.

Analysis Of Judicial Considerations In Resolving Murabahah Financing Default Disputes Involving Collateral Controlled By A Co-Defendant Following Divorce

A comparison with Decision No. 0082/Pdt.G/2017/PA.Kdi reveals a different orientation in the judicial resolution of disputes involving joint marital property. In Decision No. 0082/Pdt.G/2017/PA.Kdi, the court's primary consideration concerned the determination and distribution of joint marital property following divorce. The court relied on Article 37 of Law No. 1 of 1974 on Marriage in conjunction with Article 97 of the Compilation of Islamic Law, emphasizing that each former spouse is entitled to one-half of the joint marital property.[29] Where division in kind is not practicable, the disputed property may be sold through an auction mechanism, with the proceeds subsequently distributed according to each party's respective entitlement. This approach demonstrates that the court placed the family-law regime at the center of its analysis. However, such an approach does not fully address situations in which the joint marital property has previously been encumbered as collateral to secure *murabahah* financing from an Islamic bank.[30] In such circumstances, the disputed asset no longer exists solely within the legal framework of marital property. It has also acquired the status of secured collateral, thereby generating proprietary rights in favor of the creditor. A different situation arises in Decision No. 3/Pdt.G.S/2025/PA.Wt, where the proceedings were terminated following the withdrawal of the claim after the parties reached an out-of-court settlement.

Nevertheless, interviews with judges indicate that if such a case were to proceed to the evidentiary stage and a default were established, the court's considerations would not be limited to the family relationship between the parties. The court would also need to consider the financial loss suffered by the bank as the financing provider. From this perspective, the court may impose an obligation upon the Defendant and Co-Defendant to fulfill the outstanding payment obligations corresponding to the actual loss suffered by the bank and may permit enforcement against the collateral, even where the collateral forms

[29] Royani et al.

[30] Ahmad Sobardi et al., "The Legal Formulation of Marital Joint Property Disputes over Encumbered Assets Based on Maqāṣid Al-Sharīʿah and Its Implications for Islamic Legal Education," *Al-Tadzkiyyah: Jurnal Pendidikan Islam*, 2025, https://doi.org/10.24042/atjpi.v16i2.29717.

part of joint marital property following divorce. [31]This approach reflects an effort to reconcile two distinct but interconnected legal interests: the protection of the former husband's or former wife's rights in joint marital property and the protection of the bank's rights as a creditor. Such a balance is essential because the dispute is not merely concerned with the distribution of marital property. It also concerns the performance of contractual obligations arising from the *murabahah* financing agreement.

From a theoretical perspective, the bank's rights over the collateral derive from the proprietary nature of security rights. Indonesian security law recognizes the principle of *droit de suite*, under which a security right continues to follow the secured asset regardless of changes in possession or ownership. Consequently, the transfer of control over the collateral to a Co-Defendant following divorce does not, in principle, extinguish the bank's right to enforce the security when the debtor defaults. The bank's security interest is attached to the secured asset rather than being dependent upon the identity of the person who physically controls or possesses it.

In addition to *droit de suite*, the principle of *droit de preference* grants a secured creditor priority in obtaining repayment from the collateral over other creditors, subject to the applicable legal framework governing the relevant type of security. When these principles are consistently applied, the existence of a dispute over joint marital property should not, in itself, extinguish the bank's preferential rights over collateral that was validly encumbered before the divorce.

[31] Yulius Oktaber, "The Implementation of National Regulations on the Division of Joint Property During Divorce," *Indonesia Private Law Review* 4, no. 1 (2023): 19–28, https://doi.org/10.25041/iplr.v4i1.2945.

Nevertheless, judicial practice may reveal situations in which greater emphasis is placed on protecting joint marital property than on recognizing the proprietary character of the security interest. This creates a normative tension between the family-law regime and the law of secured transactions. On the one hand, family law seeks to protect the rights of former spouses in property acquired during the marriage. On the other hand, security law is designed to provide creditors with legal certainty that assets accepted as collateral may be enforced when the debtor fails to perform its contractual obligations.

When examined through Gustav Radbruch's theory of legal certainty, the protection of creditors' rights forms part of the law's broader function of ensuring predictability and stability in legal relationships. Islamic banks provide financing on the assumption that the collateral accepted as security possesses sufficient legal enforceability to support repayment in the event of default. If the exercise of such rights becomes uncertain because the collateral is subsequently subjected to a dispute over joint marital property, the capacity of the legal system to provide certainty and predictability is correspondingly weakened.

From the perspective of Philipus M. Hadjon's theory of legal protection, legal protection should be afforded to all parties possessing legally recognized interests in the disputed asset. Accordingly, protecting the former spouse's entitlement to joint marital property should not automatically negate the bank's rights arising from a valid financing agreement and security arrangement. The court is therefore required to construct an appropriate balance of legal protection so that no party suffers a disproportionate loss as a consequence of the judicial resolution.

An approach that places excessive emphasis on the status of joint marital property may also produce consequences extending beyond the immediate civil dispute and affecting the broader Islamic banking sector. Uncertainty regarding the enforceability of collateral may increase the risk associated with problematic financing, including the potential increase in Non-Performing Financing (NPF). The greater the legal uncertainty surrounding collateral enforcement, the greater the risk borne by Islamic banks when extending financing. Such circumstances may encourage banks to adopt more conservative financing policies, impose stricter collateral requirements, and limit the expansion of financing facilities available to the public.

The analysis therefore demonstrates that *murabahah* financing disputes involving collateral classified as joint marital property following divorce cannot be adequately resolved through a family-law approach alone. Judicial decision-making requires an integrated application of family law, contract law, security law, and sharia economic law. Such an integrated approach can produce decisions that not only promote fairness for the former spouses involved in the dispute but also preserve legal certainty for banks as creditors and contribute to the broader stability and reliability of the Islamic financial system.

CONCLUSION

From this study, the author concludes that, in resolving murabahah disputes between banks and divorced couples, judges, in their decisions, are subject to family law (the Compilation of Islamic Law), specifically regarding joint assets. Whereas in Islamic economics, murabahah contracts are personal in nature, but the collateral is often joint assets, which are subject to family law (the Compilation of Islamic Law). The clash between these two legal regimes (Contract Law vs. Family Law) has led the court to ignore the bank's (creditor's) rights to the collateral under murabahah financing, arguing that the object constitutes joint property after the divorce. This has significant economic implications for the bank's stability. Although the dispute falls within the realm of family law, its legal consequences affect contract certainty and the overall financing risk of Islamic banks.

REFERENCE

Ahmad Ash Shiddieqy , Akhmad Roja Badrus Zaman, Sumayyah Faqihah, and Dinda Difia Madina Ezzitouna Muhammad Nur Fathoni. "Integrating Islamic Family Law and Gender Equality: A Comparative Study of Legal Reform and Social Norms in Contemporary Indonesia and Morocco." *Legitima* 07, no. 02 (2025): 165–90.

Ahyani, Sri, and Emma Dysmala. "Problems of the Legal Position of Integrity of Ivf Child Related To the Data Certificate and Law Number 1 Year 1974 Jo Law Number 16 Year 2019 on Marriage and Islamic Law." *American Journal of Humanities and Social Sciences Research*, no. 5 (2021): 176–82. www.ajhssr.com.

Fadlila, Annisa Zakiyatul, and Darin Arif Muallifin. "Penerapan Prinsip Hukum Ekonomi Syariah Dalam Penyelesaian Wanprestasi Akad Murabahah." *Shar-E : Jurnal Kajian Ekonomi Hukum Syariah* 11, no. 2 (2025): 159–65. https://doi.org/10.37567/shar-e.v11i2.4454.

Ghozali, Mohammad, Devid Frastiawan Amir Sup, Ika Prastyaningsih, and Hasanuddin Yusuf Adan. "The Law Concept of Sharia Banking Compliance on Murabaha Financing in Indonesia." *Samarah* 8, no. 3 (2024): 1391–1408. https://doi.org/10.22373/sjhk.v8i3.11313.

Hanafi, Syawaluddin. "Legal Politics of Changes to Marriage Laws in Indonesia." *Al-Qadha : Jurnal Hukum Islam Dan Perundang-Undangan* 11, no. 1 (2024): 68–85. https://doi.org/10.32505/qadha.v11i1.8867.

Hanggara Putra, Alfian, and Djumardin Djumardin. "Wanprestasi Dalam Akad Murabahah." *Private Law* 3, no. 1 (2023): 85–94. https://doi.org/10.29303/prlw.v3i1.2150.

Husein, Mohamad Hidayatullah A.K, Abdul Mujib, and Nenden Herawaty Suleman. "The Urgency of Rescheduling Policy As a Solution To Sharia Banking Dispute on Murabahah Agreements." *Tasharruf: Journal Economics and Business of Islam* 7, no. 2 (2022): 170. https://doi.org/10.30984/tjebi.v7i2.2106.

Irawan, Sonia Regita. "Akibat Hukum Harta Bersama Yang Masih Menjadi Objek Jaminan Dalam Perjanjian Kredit Terhadap Pembagian Harta Bersama Setelah Perceraian." *Lex Patrimonium* 3, no. 1 (2024).

Ismail, Muhamad, Robitho Alam Hadi Faisal, and Zainur Zainur. “Marriage and Divorce in Islamic Law: Sociological Implications for Modern Muslim Societies.” *Journal of Islamic Law El Madani* 4, no. 1 (2025): 25–37. https://doi.org/10.55438/jile.v4i1.142.

Luzavindra, Luzavindra Maulana Adrian, and Umar Haris Sanjaya. “Application of Article 27 Paragraph (2) of the Marriage Law on the Misconception of the Applicant in Marriage Annulment.” *Domus Legalis Cogitatio* 2, no. 1 (2025): 1–23. https://doi.org/10.24002/dlc.v2i1.9879.

Marlina, Lina, Aam Slamet Rusydiana, Paidi Hidayat, and Nil Firdaus. “Twenty Years of Islamic Banking in Indonesia: A Biblioshiny Application.” *Library Philosophy and Practice* 2021 (2021): 1–22.

Melia, Melia, Muzakkir Abubakar, and Darmawan Darmawan. “Pembagian Harta Bersama Setelah Perceraian (Studi Terhadap Putusan Mahkamah Agung Nomor 597K/Ag/2016).” *Jurnal IUS Kajian Hukum Dan Keadilan* 7, no. 3 (2019): 506. https://doi.org/10.29303/ius.v7i3.665.

Munir, Misbakhul, and Fathin Afifuddin. “Penyelesaian Sengketa Wanprestasi Akad Murabahah Melalui Litigasi.” *SANGAJI : Jurnal Pemikiran Syariah Dan Hukum* 8, no. 2 (2024): 234–44. https://doi.org/10.52266/sangaji.v8i2.3394.

Nahar, Muhammad Malik, and Universitas Islam Indonesia. “The Legal Status of Intellectual Property Rights as Marital Property in Marriage: Indonesian Positive Law and Islamic Law” 7, no. 1 (2025): 33–47. https://doi.org/10.25217/jm.v9i2.4978.2.

Nasution, Hotnidah, and Ahmad Rifqi Muchtar. “Negotiating Islamic Law: The Practice of Inheritance Distribution in Polygamous Marriages in Indonesian Islamic Courts.” *Al-Manahij: Jurnal Kajian Hukum Islam* 18, no. 1 (2024): 125–44. https://doi.org/10.24090/mnh.v18i1.10921.

Nawawi, Muhammad, Ansari Ansari, and Arifuddin Muda Harahap. “Towards Substantive Justice: Reforming Islamic Family Law Regarding the Division of Marital Property in Indonesia.” *Al-Qadha : Jurnal Hukum Islam Dan Perundang-Undangan* 12, no. 2 (2025): 356–73. https://doi.org/10.32505/qadha.v12i2.10905.

Nelli, Jumni, Ahmad Zikri, Devi Megawati, Izzah Nur Aida, Rahman Alwi, and Muhammad Hafis. “Reconstructing the Ṣāliḥah Wife: Gendered Exchange, Religious Authority, and Divorce among Working Muslim Women in Indonesia.” *Juris: Jurnal Ilmiah Syariah* 25, no. 1 (2026): 1–14. https://doi.org/10.31958/juris.v25i1.16025.

Oktaber, Yulius. “The Implementation of National Regulations on the Division of Joint Property During Divorce." *Indonesia Private Law Review* 4, no. 1 (2023): 19–28. https://doi.org/10.25041/iplr.v4i1.2945.

Royani, Esti, Kamaluddin, Sarikun, Isnawati, and Syamsudin. "Understanding the Mechanism of Joint Property Division: Rights of Husband and Wife According To Marriage Law in Indonesia." *Awang Long Law Review* 7, no. 2 (2025): 315–22. https://doi.org/10.56301/awl.v7i2.1519.

Shomad, Abd, and Sri Hajati. "Prenuptial Agreement and the Principle of Balanced Justice in the Division of Joint Property in Islamic Marriage Law." *Yuridika* 40, no. 1 (2025): 129–42. https://doi.org/10.20473/ydk.v40i1.60238.

Sobardi, Ahmad, Imron Rosidi, Khairunnas Jamal, and Kushieva Nodira Khabibjonovna. "The Legal Formulation of Marital Joint Property Disputes over Encumbered Assets Based on Maqāṣid Al-Sharīʿah and Its Implications for Islamic Legal Education." *Al-Tadzkiyyah: Jurnal Pendidikan Islam*, 2025. https://doi.org/10.24042/atjpi.v16i2.29717.

Suharto, Mukhamad. "Shifting Power Relations in Muslim Families: A Normative Study of Divorce Petitions Following Pppk Appointments." *MASLAHAH (Jurnal Hukum Islam Dan Perbankan Syariah)* 16, no. 2 (2025): 113–30. https://doi.org/10.33558/maslahah.v16i2.11438.

Supriyandi, Supriyandi, and Saiful Anwar. "The Implementation Of Murabahah Financing Contracts In Bank Syariah Indonesia." *Jurnal Ilmiah Ekonomi Islam* 9, no. 3 (2023): 4295. https://doi.org/10.29040/jiei.v9i3.10811.

Tanjung, Fahriani, Mia Kresni, Indah Sari, Sulistia Putri, and Varissa Rikaz Putri. "Prevention and Annulment of Marriage According to the Civil Code and Law No . 1 of 1974" 2, no. 2 (2025): 226–33.

Zulfa, Nadhifatuz, Khaerunnisa Tri Darmaningrum, Raji Hermawan, and Dewi Rosida. "Mubadalah Marriage Guidance to Prevent Divorce in Pekalongan City." *Muwazah* 15, no. 2 (2023): 75–94. https://doi.org/10.28918/muwazah.v15i2.2062.