

PAPER NAME

**Analysis Implementation of Sharia Econo
mic.pdf**

AUTHOR

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WORD COUNT

6637 Words

CHARACTER COUNT

35083 Characters

PAGE COUNT

11 Pages

FILE SIZE

825.5KB

SUBMISSION DATE

Aug 24, 2023 10:16 AM GMT+7

REPORT DATE

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Analysis Implementation of Sharia Economic Dispute Resolution in Non-Litigation Through BASYARNAS (Indonesian National Syariah Arbitration)

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DOI: <https://doi.org/10.30880/ahcs.2022.03.02.009>

Received 16 September 2022; Accepted 29 November 2022; Available online 31 December 2022

Abstract: This article reviews non-litigation dispute resolution by arbitration through BASYARNAS. Researchers conducted field research with qualitative methods and empirical approaches. The data used are primary data and secondary data. After all the data is collected, then the data is reduced and submitted by drawing conclusions and verification and processing it in an inductive way. Qualitative research methods are used to analyze the object under study. Then conclusions are drawn with a descriptive description. Based on the results of the research conducted, the settlement of sharia economic disputes through BASYARNAS is still of minimal interest because of the executorial power factor, absolute authority factor and the existence factor, the majority of BASYARNAS is only in the capital, and even then in some provinces in Indonesia. BASYARNAS has advantages in terms of written law, but in the implementation of justice it is necessary to improve the quality of judges, their presence which is easily accessible by each district, and the culture of the community that runs. So, it can be concluded that BASYARNAS has not been effective in resolving sharia economic disputes for the reasons that have been stated.

Keywords: BASYARNAS, Dispute Resolution, Sharia Economic.

1. Introduction

In people's lives, there are many forms of interest. These interests are aligned with each other, but some are at odds with each other. If there is a difference of interest between each other, then there is a conflict of interest. This is what, in juridical terms, is called dispute[1, pp. 99–101].

A dispute can be resolved peacefully through non-litigation channels, namely by negotiation (deliberation), mediation, arbitration, and conciliation[1, p. 102]. Arbitration itself is different from mediation, although it has the same name of resolution a dispute outside the judicial channels. Arbitration can only be resolved in trade, where the sharia economy is part of the trade field that must be registered to the court if it has reached an agreement. While mediation can resolve all civil cases submitted to the court, this has been stipulated in Article 4 paragraph 1 PERMA 01 the Year 2016. Article 12 PERMA 01 the Year 2016 also explains that all dispute resolution must be attempted settlement in peace or disputes through the judicial channels or outside the judicial channels [2].

Arbitration has advantages over resolution a dispute through judicial channels. Therefore in the practice of actors in sharia economy, there is a tendency to choose dispute resolution through arbitration because it will be guaranteed the confidentiality of the disputes of the parties, avoiding delays due to procedural and administrative matters, can choose arbitrators who are believed to have knowledge and experience on disputed matters, legal options to resolve problems and the process and place of conduct of arbitration can be determined, the arbitral award binds the parties through direct and straightforward procedures[3, p. 108].

Dispute resolution through the judicial path has its advantages over dispute resolution through arbitration. Dispute resolution through the judiciary is considered the right and wise choice. This is evidenced by the high trust of Purbalingga society towards dispute resolution through judicial channels, the establishment of material law, and court offices covering districts and cities[3, p. 51].

In law no. 21 of 2008 described in article 55 paragraph 2 the parties who have promised dispute resolution other than passing the religious court can be done by the contents of the agreement. Moreover, it is explained in the law that the settlement of sharia banking disputes and passing through the path of religious courts can be through several efforts, namely deliberation, banking mediation, arbitration or other arbitral institutions, or courts in the general judicial environment[4]. However, in its implementation in the community, there are still many communities or sharia financial institutions that resolve the dispute directly into the realm of religious justice. In contrast, the settlement of disputes in the religious judiciary will cost a lot, and a long time, it is also because those religious courts are still considered by state authorities to have coercion that is considered more potent than basyarnas which is less known by the general public[5, p. 148]. This is not following law number 48 of 2009 concerning the power of the judiciary article 2 paragraph 4 because in the article described the judiciary is done simple, fast, and light costs[6].

Dispute resolution through non-litigation channels is considered more straightforward, faster, and costs less. However, can resolve a dispute goes through a non-litigation path be considered more effective than going through a litigating path or perhaps vice versa? Therefore, the author wants to research to discuss “Analysis Implementation of Sharia Economic Dispute Resolution at BASYARNAS Yogyakarta.”

2. Materials and Methods

Researchers want to conduct field research to concretely understand all the social problems that take place in society[7, p. 35], to use qualitative methods, namely research that produces findings that cannot be achieved using statistical procedures or quantification[8, p. 25]. This research is descriptive, meaning that the researcher intends to provide a clear picture systematically[9, pp. 8–9], to the analysis of sharia economic dispute resolution, with an empirical approach, namely legal research that examines laws conceptualized as actual behavior, as an unwritten social symptom, which everyone experiences

in the relationship of community life[10, p. 54], in this study researchers plan to use interviews, observations, and documents in collecting data[11, p. 105].

The research subjects were conducted at the Office of The National Sharia Arbitration Board (BASYARNAS) Yogyakarta. Types and sources of data used in qualitative research are data in the form of events that occur. The types of data with the source used in this study are divided into two kinds of primary data sources and secondary data sources. Data collected by the researcher directly from the first source or object of the study is conducted that directly provides data to the data collector, the source of the data in this study is the results of interviews from judges, arbitrators, and plaintiffs or those representing them who directly feel the course of the judiciary in the BASYARNAS Yogyakarta office. The data obtained is not directly from the data collector but through other or existing documents[11, p. 104]. Secondary data sources are additional sources in the form of documents, books obtained from library materials, and a relationship with research.

3. Results and Discussion

Arbitration is one of how disputes are resolved outside the judiciary and is carried out by the arbitrator chosen and authorized to make decisions[12, p. 2]. Moreover, arbitration in Indonesia has been stipulated in law no. 30 of 1999 concerning arbitration and alternative dispute resolution, it can be concluded from the law that there is a dispute resolution process before heading to arbitration, each plaintiff and defendant must pass a meeting directly between the two parties and this lasts for 14 days, if the dispute cannot be resolved, then the dispute is resolved through the help of an expert advisor or mediator, if within 14 days the dispute cannot be resolved with the help of an expert advisor or a mediator, then the parties may contact the arbitral institution or alternative dispute resolution institution to appoint a mediator, after the appointment of a mediator by the arbitral institution or alternative institution of dispute resolution the mediation effort must have been started no later than 7 days after the appointment, then within 30 days an agreement must be reached in written form signed by all parties concerned, and the agreement that has been written is final and binding the parties must be registered in the District Court within a maximum of 30 days after the day of signing, and the agreement must be completed by both parties after 30 days from the registration of the agreement, and if the dispute resolution efforts described above have not resulted in an agreement, then the parties may file a dispute resolution effort through an arbitration institution or ad-hoc institution. The above explanation has been written in law number 30 of 1999 concerning arbitration and alternative dispute resolution article 6 from paragraphs 1 to 9[13].

With law number 30 of 1999 concerning arbitration and alternative dispute resolution and fatwas on sharia economy issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), the National Sharia Arbitration Board (BASYARNAS) as an Islamic arbitration institution under the Indonesian Ulema Council (MUI) has authority in efforts to resolve business disputes or sharia trade in accordance with the rules of procedure of the National Sharia Arbitration Board[14, p. 108].

The procedure in resolution disputes through BASYARNAS has a standard procedure. It must follow the procedure in good faith, and this procedure becomes standard in the proceedings. The proceedings in BASYARNAS still refer to the Indonesian Muamalat Arbitration Board (BAMUI), which was ratified and established on October 01, 1993, in Jakarta. Furthermore, the event procedure that applies in BASYARNAS is as follows[15, pp. 136–144]:

a. Application letter registration

The application for arbitration proceedings begins by registering a letter of application to arbitrate to the secretary of BASYARNAS[16, p. 180]. The application letter contains the full name and residence of the parties and a brief description of the sitting of the case and its demands. The application file must attach various documents, including[17, p. 68]:

- 1) A copy of the agreement's text that expressly submits authority to BASYARNAS to examine and decide the case.
- 2) Letter of an agreement containing an arbitration clause, which is a provision that stipulates that the dispute arising will be resolved in BASYARNAS.

BASYARNAS will examine the application letter submitted and determine whether BASYARNAS is authorized to examine and resolve the proposed arbitration dispute. BASYARNAS will declare that the application is unacceptable if the arbitration agreement and clause are deemed insufficient to be the basis of BASYARNAS's authority and declare the application unacceptable as outlined in a determination issued by the Chairman of BASYARNAS before the examination process begins. Moreover, if the application is accepted, then the Chairman of BASYARNAS immediately determines and appoints the sole arbitrator or arbitrator of the tribunal [15, p. 137].

BASYARNAS Secretariat will submit a copy of the application letter to the respondent no later than eight days after the arbitrator's appointment or arbitrator, and the respondent shall be given no later than 30 days to answer the copy of the application letter in writing [17, p. 68].

b. Appointment of Arbitrators

Following article 12 of law number 30 of 1999 concerning arbitration and alternative dispute resolution, an arbitrator must meet the following conditions [13]:

- 1) Capable of taking legal action.
- 2) At least 35 years old.
- 3) Do not have a blood family relationship up to the second degree with one of the parties to the dispute.
- 4) Have no financial or other interest in the arbitral award
- 5) Have experience and actively master in their field for a maximum of 15 years.

Furthermore, for sharia arbitration, an arbitrator other than having to meet the requirements stated in law number 30 of 1999, sharia arbitrator must meet additional requirements, namely [15, p. 138]:

- 1) Muslims who obey the teachings of their religion and are not entangled in the rule of law.
- 2) Expert in science and experienced at least ten years in their field
- 3) Agree and accept all provisions contained in the articles of association, bylaws, and regulations of procedures in advance of the body.
- 4) Fill out and sign the list of fields (forms) submitted by the board and willing to be sworn in.

Following the provisions of article 8, paragraph 2 letter f of law number 30 of 1999 concerning Arbitration and Alternative Dispute Resolution and BAMUI procedure rules, that the number of arbitrators must be odd at least one person and a maximum of 3 persons [13]. Suppose any of the plaintiffs or defendants object to the arbitrator whom the chairman of BASYARNAS has sent. In that case, no later than in the first examination hearing or no later than three days, the sole arbitrator or arbitrator submits the objection of the arbitration to the chairman of BASYARNAS by including the reasons based on the law and no later than seven days, the chairman of BASYARNAS will decide the objection and decide whether the objection of the defendant or the plaintiff is accepted or rejected. If the objection is accepted, then the chairman of BASYARNAS, in the same determination, will appoint another arbitrator [18, p. 64].

c. Inspection mechanism

All inspections and proceedings are conducted in closed hearings to the public. The entire proceedings and correspondence are in Indonesian. However, if one party does not understand Indonesian and wants a translator, the interested party must present a translator [18, p. 65].

The right to defend its interests is granted to each party. Arbitrators shall give equal treatment to the parties by adhering to the principle of equality before the law. Moreover, any evidence or documents must be copied in duplicates to be provided to the arbitrator or the opposing party [18, p. 139].

The proceedings are conducted at the central BASYARNAS office located in Jakarta or BASYARNAS branches and representatives or elsewhere with the parties's consent. When the examination begins, the arbitrator shall attempt to reconcile the two parties. Suppose the arbitrator's efforts in reconciling the two parties are achieved. In that case, the arbitrator will make a deed of peace

and register it to the Court of Religion following Article 13 of the Supreme Court Regulation (PERMA) No. 14 of 2016 concerning Procedures for Settlement Sharia Economic Matters[18, p. 65].

The process of resolution disputes outside the court or through arbitration has the purpose of avoiding delays caused by procedural and administrative proceedings in public courts. Therefore the arbitration has a win-win solution[18, p. 21].

d. Venue of the trial

Following the previous point, the proceedings are conducted at the central BASYARNAS office located in Jakarta or BASYARNAS branches and representatives or elsewhere with the parties' consent. The sole arbitrator or council arbitrator may examine witnesses and may submit expert witnesses at hearings[17, p. 69], goods or documents relating to the disputed matter[18, p. 65]. The proceedings begin with the examination process until the verdict is made in private. The nature of BASYARNAS confidentiality has been stipulated in article 27 of law number 30 of 1999, which reads, "All examination of disputes by arbitrators or arbitral tribunals shall be conducted in private" [13]

Each party is given the same right to prove the evidence or opinions in the proceedings[18, p. 66]. The board of arbitrators, either in their own opinion or at the request of either party or both parties, may examine by hearing witness testimony and oral examination between the parties [17, p. 69]. Any evidence or document submitted by either party, then the copy must be submitted to the opposing party to respond to [18, p. 67]. The examination phase starts from responding to each other, the evidentiary, and the verdict is done at the discretion of the sole arbitrator or tribunal [15, p. 141].

e. Trial period

The trial phase begins with the receipt of the registration application file[16, p. 180]. Upon receipt of the application file by the secretariat and after the registration fee, the inspection fee and the arbitrator's honorarium are paid in full. Therefore, the chairman of BASYARNAS will select and send the sole arbitrator or appointed arbitrator of the Board of Arbitrators registered with BASYARNAS. However, if the inspection requires unique expertise, then the chairman of BASYARNAS has the right to appoint an expert in the required unique field. Appointed and sorted arbitrators may not resign unless there is a compelling reason[18, p. 64].

Before the proceeding begins, the sole arbitrator or council of arbitrators shall attempt to reconcile the parties. After achieving peace, a final and binding deed of peace is made. The decision of peace must be registered in the Religious Court following Article 13 PERMA No. 14 of 2016. Before the verdict is handed down, the applicant may cancel his application. The costs paid will be refunded if the chairman of BASYARNAS has not appointed the arbitrator. If the application's revocation is submitted after the examination begins, then the entire cost is not refunded[18, p. 65]. If the sole arbitrator or panel of arbitrators considers the examination sufficient, then the examination will be closed and will determine the day of the hearing to read the award[15, p. 142]. At the latest, within 180 days, the entire examination process until the decision is read out by a single arbiter or a panel of arbiters must be completed, starting from the determination of the single arbiter or panel of arbiter[18, p. 58].

f. The Nature of The Verdict

The determination of the arbitrator's decision is taken on the basis of deliberation and consensus[15, p. 142], if no agreement is reached, then the verdict is based on the most votes[17, p. 69]. The award may not be announced unless agreed upon by the parties[15, p. 142]. A copy of the award signed by the arbitrator shall be provided to the parties to the dispute[18, p. 70]. BASYARNAS's decision is final and binding[17, p. 70]. No later than 30 (thirty) days from the date the award is read, the original sheet or an authentic copy of the arbitrator's award is registered with the clerkship of the Religious Court[18, p. 70]. BASYARNAS is different from the general

judiciary. BASYARNAS has no execution institutions. Therefore, to carry out the execution, BASYARNAS needs to ask for help from the court, especially the Religious Court[17, p. 71].

g. Determination of trial costs

The cost of arbitration consists of the registration fee, the examination fee, and the arbitrator's honorarium[18, p. 64]. The amount of fees is determined by the chairman of BASYARNAS in a separate regulation. The cost elements include, first, the convention registration fee calculated based on the nominal amount of the claim, which is 10% of the claim's value. Second, administrative costs or convention checks are calculated based on the value of the claim. Third, arbitrator fees with variations between 0.70 and up to 10 of the value of the claim. The higher the nominal value of the claim, the smaller the percentage[15, p. 143].

Table 1: Arbitration Fees At The National Sharia Arbitration Board

No	Nominal Demands	Arbitrator Fees
A Convention Registration Fee		
1	Rp 500,000,000.00	Rp 500,000.00
2	Rp 500,000,001.00 - Rp 1,000,000,000.00	Rp 1,000,000.00
3	More Than Rp 3,000,000,000.00	Rp 2,000,000.00
B Administrative Costs or Convention Checks		
1	Rp 500,000,000.00	Rp 1,000,000.00
2	Rp 500,000,001.00 - Rp 1,000,000,000.00	Rp 1,500,000.00
3	Rp 1,000,000,001.00 - Rp 3,000,000,000.00	Rp 2,000,000.00
4	More Than Rp 3,000,000,000.00	Rp 2,500,000.00
C Arbitrator Fees		
1	Rp 100,000,000.00 - Rp 500,000,000.00	10%
2	Rp 500,000,000.00 - Rp 2,000,000,000.00	8%
3	Rp 2,000,000,001.00 - Rp 5,000,000,000.00	7%
4	Rp 5,000,000,001.00 - Rp 7,000,000,000.00	6%
5	Rp 7,000,000,001.00 - Rp 9,000,000,000.00	5%
6	Rp 9,000,000,001.00 - Rp 10,000,000,000.00	4%
7	Rp 10,000,000,001.00 - Rp 20,000,000,000.00	3%
8	Rp 20,000,000,001.00 - Rp 40,000,000,000.00	2%
9	Rp 40,000,000,001.00 - Rp 60,000,000,000.00	1,5%
10	Rp 60,000,000,001.00 - Rp 80,000,000,000.00	0,9%
11	Rp 80,000,000,001.00 - Rp 100,000,000,000.00	0,8%
12	More Than Rp 100,000,000,000.00	0,7%

Source: Secretary of The National Sharia Arbitration Board Yogyakarta

BASYARNAS services as a legal route in the resolution of sharia economic disputes is perceived to be relatively cheap litigation costs and faster litigation. Arbitrators selected by BASYARNAS must be experts in their fields and active in their fields with at least 15 years of experience. The arbitrator in BASYARNAS must be a devout Muslim, understand the field of sharia economic law and have a bachelor's degree, and also understand Islamic sharia well. BASYARNAS often faces dispute resolution because the parties are reluctant to attend, so that they buy time for trials. Unclear addresses also make it difficult for BASYARNAS to send mail and search addresses[19, p. 66]. By putting aside the constraints of BASYARNAS, arbitration is a solution in resolution sharia economic disputes effectively and efficiently.

Analysis of Concepts And Implementation of Sharia Economic Dispute Resolution in BASYARNAS Yogyakarta

As we know, sharia economic dispute resolution can be through litigation or non-litigation, dispute resolution through non-litigation channels can be through direct meetings between the two parties or mediation, if it is still unresolved, then arbitration through BASYARNAS is the final solution to dispute resolution through non-litigation channels. With the amendment of Law No. 7 of 1982 on Banking to Law No. 10 of 1998, the government has legalized the existence of banks that operate sharia. With the banks operating sharia, it is possible to have disputes between customers and banks, so the National Sharia Council considers it necessary to issue fatwas for Islamic financial institutions, in order to obtain legal certainty about every contract in Islamic banking, where each agreement is included an arbitration clause that reads "If one of the parties does not fulfill its obligations or if there is a dispute between the parties then the settlement is in the do it through the Sharia Arbitration Board after no agreement is reached through deliberation". The National Sharia Arbitration Board (BASYARNAS) stands autonomously and independently as one of the legal instruments that resolve disputes between the parties, whether coming from within the Islamic bank environment, Sharia insurance, and others who need it. Even non-Muslims can take advantage of BASYARNAS as long as they trust their credibility in dispute resolution[20, pp. 133–134].

The function of the law is as a media regulator of social interaction. In the arrangement, there are instructions as to what to do, which can and should not be done in the hope that things run orderly and orderly. The law is used as advice to realize social justice. Here the law is expected to benefit people's lives[21, p. 275]. The law in Indonesia that describes the settlement through arbitration of alternative dispute resolution is only Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution, in addition to it is only the details of articles that provide the option of sharia economic dispute resolution in BASYARNAS, such as:

- a. Bank Indonesia Regulation Number: 9/19/PBI/2007 Concerning the Implementation of Sharia Principles in The Activities of Raising Funds and Distribution of Funds and Services of Islamic Banks, in Chapter III Dispute Resolution Between Banks and Customers Article 4 Paragraph (3) reads "in the case of dispute resolution as referred to in paragraph (2) does not reach an agreement, then dispute resolution can be made through sharia arbitration mechanism or through judicial institutions based on regulatory regulations The kicking is happening[22].
- b. Law No. 48 of 2009 concerning the Judicial Power of Chapter XII Dispute Resolution Outside the Court Article 58-59, article 58 reads, "civil dispute resolution efforts can be made outside the state court through arbitration or alternative dispute resolution." Furthermore, article 59 is divided into 3 paragraphs. The first paragraph reads, "arbitration is a means of resolution a civil dispute outside the court based on an arbitration agreement made in writing by the party to the dispute." The second paragraph reads, "the arbitral award is final and has permanent and binding legal force of the parties." Furthermore, the third paragraph is "in the event that the parties do not carry out the arbitral award voluntarily, the ruling is carried out at the behest of the chief justice of the district court at the request of one of the parties to the dispute." [6]
- c. Law No. 50 of 2009 concerning the Second Amendment to Law No. 7 of 1989 concerning Religious Courts Article 3A Paragraph (1), which reads, "in the environment of religious justice can be established a special court regulated by law." This paragraph is given a particular explanation of the Explanation sheet of Law No. 50 of 2009 concerning the Second Amendment to Law No. 7 of 1989 concerning Religious Courts Article 3A Paragraph (1), which reads "what is meant by "held a speciality of the court" is the existence of differentiation / specialization in the religious judicial environment where a special court can be established, such as a sharia arbitration court, while what is meant by "regulated by law" is the order, the power, and the law of the event." [23]
- d. Supreme Court Regulation No. 14 of 2016 concerning The Procedure for Settlement of Sharia Economic Cases Article 13 Paragraph (2) and (3), paragraph (2) reads "the implementation of sharia arbitration rulings and their annulment, carried out by the Court in the religious judicial environment." Paragraph (3) reads, "the procedure for the expression of the judgment as

referred to in paragraph (2) refers to Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution." [2]

- e. MUI fatwas that always mentioned in the sixth decision in closing provisions number 1 point (b), which reads "the settlement of disputes must be carried out in accordance with sharia principles and applicable laws and regulations, through dispute resolution institutions, among others through the National Sharah Arbitration Board - Indonesian Ulema Council (BASYARNAS-MUI) and religious courts if consensus deliberation is not achieved."

If we look at the 5 numbers above, this is considered very lacking, and much must be changed from the law to build a quick, cheap, and simple dispute resolution, especially in arbitration. This was justified by Dr Achmad Djauhari, S.H., M.H, at the Seminar on the Development of Sharia Arbitration in Indonesia, he said: "that Law No. 30 of 1999 must be changed because it needs synchronization and harmonization in arbitration law and there are still many laws that overlap with each other." [24] Disharmonization of laws and regulations means the existence of legal uncertainty in their implementation. This is certainly contrary to the principles of the state of law, both materially and formal. Materially related to the disorder of society due to the existence of laws and regulations that do not guarantee legal uncertainty, this has been regulated in the 1945 Constitution article 28D paragraph 1, which reads "recognition, guarantee of protection, and fair legal certainty and equal treatment before the law." [25, p. 136] Harmonization of laws and regulations has an important meaning in the preparation of laws and regulations that are an integral part or sub-system in a country's legal system so that the laws and regulations can be interrelated and dependent and can form a complete roundness [26, p. 8]. Thus, it is necessary to update the arbitration law and alternative dispute resolution and adjustment to the current circumstances so that the public is not confused about the inadequate laws against arbitration.

An arbitrator is an or more person elected by the parties to the dispute or appointed by the District Court or by an arbitral institution to rule a particular dispute submitted to its settlement through arbitration [27, p. 23]. The arbitrator must hold 2 basic principles of arbitration in carrying out his duties [27, p. 27]:

- a. Arbitration settlement should be based on prompt, independent, and fair settlement.
- b. Settlement of cases outside the court based on peace, guaranteed confidentiality of disputes, avoidance of procedural and administrative delays, and settlement emphasizes the concept of a win-win solution.

The arbitrator as the officer who adjudicates the case has done his job professionally. This was justified by Sapto Nugroho Wusono, S.H., M.H, Lawyer for Sembada Legal Aid Institute, 23 April 2021 in depth interview, who said, "the arbitrators have done their job very well and professionally". However, this alone is not enough to convince the public of the readiness of sharia arbitrators in handling sharia economic disputes. One of the obstacles that law enforcement will encounter is the limited ability to place themselves in the role of the other party with whom he interacts and a relatively high level of aspiration [28, p. 28]. This is what makes the arbitrators need sharia arbitrator certification, and this is justified by Dewi Nurul Mustjari, S.H., M.Hum, Arbitrator of the National Sharia Arbitration Board Representative of the Province of DI Yogyakarta, in depth interview 25 April 2021 said: "sharia arbitrator certification is also needed to ensure justice and public trust in the resolution of sharia economic disputes through arbitration especially through BASYARNAS." Currently BASYARNAS Yogyakarta has 15 arbitrators, and this is considered sufficient by Dewi Nurul Mustjari, S.H., M.Hum, because he guarantees 15 existing arbitrators are very master of sharia economic cases because all existing arbitrators graduate from Islamic law and always conduct weekly studies on the development of sharia economy and sharia arbitration. In the last three years BASYARNAS Yogyakarta handled 10 cases, with the following details:

Table 3: The Number of Sharia Economic Disputes In National Sharia Arbitration Board Yogyakarta From 2018-2020

No	Year	Number of Sharia Economic Matters
1	2018	2
2	2019	8
3	2020	-
Total		10

Source: Secretary ⁸ Of The National Sharia Arbitration Board Yogyakarta

The benchmark of the facilities and facilities' effectiveness is that ¹⁷ the infrastructure must be a part that contributes to the smooth running of the tasks of the apparatus in the workplace [29, p. 26]. In this case, Riki Ali Nurdin as secretary of BASYARNAS Yogyakarta, explained that BASYARNAS Yogyakarta has 1 courtroom and 1 mediation room and cooperates with the university to use the courtroom at the university to carry out BASYARNAS arbitration in Yogyakarta. Based on direct observations, ²² the BASYARNAS Representative office in Yogyakarta is currently still occupying the same building as the Indonesian Ulema Council (MUI) of Yogyakarta Special Region and the Institute of Food, Medicine and Cosmetic Assessment of the Indonesian Ulema Council (LPPOM-MUI) DIY, and this is considered less feasible for the smooth resolution of simple, fast, and cheap disputes, and also the existence of BASYARNAS Representative office in Yogyakarta which is slightly difficult to access because of the existence of the place. ng is not on the highway that is often passed by many vehicles so that its existence is less known by the public.

¹⁸ Law enforcement comes from the community and aims to achieve peace within the community. Therefore, viewed from a certain angle, society can influence the effectiveness of law enforcement ²¹ [28, p. 45]. In the factors of society, there are so-called legal cultures, namely attitudes and values related to the law and legal system and attitudes that affect the attitude of legal action [30, p. 63]. The attitudes and values that we call legal culture, as described, are the driving factors of the court system [30, p. 63]. In order for this legal ²⁴ function to run well, it takes legal awareness from a good society. Sudikno Mertokusumo stated that legal awareness means awareness of what we should do or do or what we should not do or do, especially to others. This means awareness of our legal obligations to others [31, p. 4]. Furthermore, the current awareness of the law will reflect ⁵ the legal culture. Friedman argues that legal culture concerns culture, which is man's attitude towards law and the legal system. No matter how good the structuring of the legal structure is to carry out the established rule of law and as good as ⁵ the quality of legal substance made without the support of the legal culture by the people involved in the system and society, law enforcement will not run effectively [32, pp. 9–10]. In the last 3 years, BASYARNAS Yogyakarta received 10 disputes, and Sleman Religious Court Class 1A received 67 disputes. From this, we see that the public still trusts the resolution of disputes through the Sleman Religious Court Class 1A, and also this indicates that the public is more aware of the settlement through the judicial path than the settlement through arbitration, Agus Suprianto, SH., SHI., MSI., CM, said in an interview that we conducted "arbitration is less known by the public and sometimes the office is not open and sometimes BASYARNAS seems to pick up the ball by going to the existing dispute instead of waiting for the parties to ask for a settlement to BASYARNAS," Riki Ali Nurdin justified this, said "if currently basyarnas publication is very lacking, and we plan to do a more enterprising publication so that the public is more familiar about arbitration and BASYARNAS," Furthermore, Dewi Nurul Mustjari, S.H., M.Hum said in the interview we did "BASYARNAS needs to be strengthened again in the future and also the public does not know very well about BASYARNAS, so we will continue to publish about arbitration and BASYARNAS so that the public is more familiar and know about arbitration and BASYARNAS." Sharia economic dispute resolution using arbitration methods must be through BASYARNAS because BASYARNAS is the only institution that carries out sharia arbitration. It needs socialization and wider publication so that the public is more familiar and aware of its existence.

4. Conclusion

Dispute resolution through BASYARNAS also has its advantages, namely disputes that are reportedly guaranteed confidentiality from any party so that the parties will feel safe and comfortable carrying out arbitration in BASYARNAS. Dispute resolution in BASYARNAS is said to be more effective because arbitration rulings are final and binding. There is no appeal or cassation even after the verdict is read and registered with the local religious court. All data from plaintiffs and defendants are guaranteed confidentiality from outside parties.

BASYARNAS Yogyakarta needs to realize its own office and not occupy the same building as other institutions to accelerate dispute resolution and smooth administrative work. Furthermore, the law on arbitration urgently needs to be updated and adapted to current developments. Also, it needs to be synchronized with other laws so that there is no overlap between one law and another to confuse the community. Current legislation related to the resolution of Sharia economic disputes in religious courts is considered sufficient to carry out rapid dispute resolution, Simple and cheap after Law No. 48 of 2009 concerning the power of justice Article 2 Paragraph 4.

40 Acknowledgement

35 The author would like to thank the Center for General Studies and Co-curriculum, Universiti Tun Hussein Onn Malaysia (UTHM) for their support so that this writing can be published.

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