



Limitation of Application of Sharia Principles in Sharia Economic Dispute Resolution in Religious Courts

Zaidah Nur Rosidah

Faculty of Shariah, Institut Agama Islam Negeri, Surakarta, Indonesia

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*** Corresponding Author**

Email address:

zaidahnurr@yahoo.com

ABSTRACT

This paper aims to find the basis for the philosophical rationality of applying sharia principles in resolving sharia economic disputes in religious courts as well as the prerequisites required by religious court judges to apply sharia principles in resolving sharia economic disputes. The type of research used is normative legal research to find philosophical rationality and the institutionalization of sharia principles in resolving sharia economic disputes. The approach used is a conceptual approach. Secondary data were collected through literature study. The research results obtained first, the philosophical rationality of the application of sharia principles in sharia economic dispute resolution in line with the first and third principles of Pancasila. Second, the institutionalization of sharia principles becomes effective if there are prerequisites that must be met, firstly enough information for judges to understand sharia principles, secondly the obstacles that come from the judges themselves who are still oriented towards the flow of legism / positivism will have an effect on providing legal basis and third the speed of instilling the institutionalization of sharia principles can be done through education and training organized by the Supreme Court for Religious Court judges.

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1. Introduction

The development of the sharia economy in Indonesia is currently quite encouraging. Not only banking is growing rapidly, but various other Islamic financial institutions have also developed such as Islamic insurance and Islamic pawnshops. (Musjtari, Radliyah, & Riyanto, 2019) According to data from the Financial Services Authority in April 2018 there were 13 Sharia Commercial Banks, 21 Sharia Business Units and 168 BPRS. Meanwhile, there are 13 sharia insurance companies and 50 Sharia Business Units in insurance companies, 7 Islamic finance institutions and 40 Islamic business units, 1 Sharia Pension Fund, 4 Sharia Special Financial Institutions, and 42 Sharia Micro Financial Institutions. (Setyowati, Purbasari, & Fauzan, 2018)

Various kinds of institutions that use the sharia label in the implementation of activities must use sharia principles. For example, in the Islamic banking system as part of the concept of Islamic economics it is not only required to generate profits through every commercial transaction, but is also required to implement sharia values that are in accordance with the Al-Qur'an and Al-Hadith. (Abdul Kadir Jaelani, Handayani, & Karjoko, 2020a)

To ensure legal certainty in doing business in the field of banking or Islamic economics, a written norm from the state is required. One important aspect that must be considered in a business based on sharia principles is sharia economic dispute resolution institutions. (Shomad & Bintoro, 2018) Because a business has the potential for a dispute.

Disputes based on sharia principles that are resolved must also refer to sharia principles. (Minardi, 2020)

Business actors do not want disputes to occur, however, in running a business the risk of disputes is possible. Basically, a dispute is a reflection of the disposition and will among humans that cannot be uniform. In society, when disputes occur, they are generally resolved in various ways. Each approach uses a different paradigm according to the objectives, culture or values believed by the parties to the dispute. In the business community there are two common approaches that are often used to resolve disputes. (Minardi, 2020)

The first approach is to use the litigation dispute resolution paradigm. This approach is an approach to obtain justice through a system of resistance and uses coercion in managing disputes and produces a win-lose solution for the disputing parties. Meanwhile, the second approach uses a non-litigation dispute resolution paradigm. This paradigm in achieving justice prioritizes a 'consensus' approach and seeks to bring together the interests of the disputing parties and aims to obtain a result of dispute resolution towards a win-win solution. (Minardi, 2020) If there is a sharia economic dispute, there are two institutions that have the authority to handle the settlement, namely the Religious Court and the Basyarnas. Both institutions have advantages and disadvantages in handling sharia economic disputes. Dispute resolution through Basyarnas can be submitted if the contract has been agreed, whereas if it is not promised, then the lawsuit can be submitted to the religious commander. (Court & Zuhroh, 2017)

In Indonesia, the court that has the authority to resolve sharia economic disputes is the Religious Court. Since 2006, with the amendment of Law no. 7 of 1989 with Law no. 3 of 2006 concerning the Religious Courts, the authority of the Religious Courts is expanded. Law number 3 of 2006 was later revised again with Law Number 50 of 2009. In addition to the authority to examine, decide and resolve disputes at the first level between people who are Muslims in the fields of marriage, inheritance, wills, grants, waqf, zakat, infaq and shadaqah, the Religious Courts are also authorized to examine, decide, and resolve disputes in the sharia economy (Article 49 paragraph (i) of Law No. 3 of 2006). (Court & Zuhroh, 2017)

This authority is not only limited to the field of Islamic banking, but also in other areas of Islamic economics. Then, the authority of the Religious Courts was strengthened again in Article 55 (1) of

Law no. 21 of 2008 concerning Sharia Banking which states that the settlement of sharia banking disputes is carried out by the Court within the Religious Court. (Court & Zuhroh, 2017)

In its development, the Constitutional Court made a decision on case Number 93/PUU-X/2012, partially granting Dadang Achmad's petition, stating that the elucidation of Article 55 paragraph [2] of Law 21 of 2008 concerning Islamic Banking contradicts the 1945 Constitution and has no binding legal force. (Anwar, Yaswirman, & Ulfanora, 2019) Furthermore, in one of its considerations, the Constitutional Court stated that the choice of forum for resolving sharia banking disputes as stated in the Elucidation of Article 55 paragraph (2) of Law 21 of 2008 will ultimately lead to overlapping authority to adjudicate. , because there are two courts that are given the authority to settle sharia banking disputes, whereas in Law 3 of 2006 on the Religious Courts it is explicitly stated that the religious courts have the authority to resolve them. (Anwar et al., 2019)

With the Constitutional Court's decision, there will be no more dualism in the settlement of Sharia Banking disputes. The Religious Courts are the only courts authorized to resolve sharia economic disputes through court channels. It should be appropriate to settle sharia economic disputes using sharia principles in resolving them. However, in reality, many religious court decisions resolve sharia economic disputes using the Civil Code and other positive laws, even though the lawsuit filed by the plaintiff is partly dominated by defaults, unlawful acts and resistance to confiscation of guarantees. There are not many sharia economic shocks lawsuits based on the contract that are not in accordance with sharia principles. Based on the description above, it is urgent to study the basic philosophical rationality of using sharia principles in resolving sharia economic disputes and what are the requirements for religious court judges to apply sharia principles in resolving sharia economic disputes. (Wahyudi, 2019)

2. Results and Discussion

2.1. *The philosophical rationality of using sharia principles in resolving sharia economic disputes*

The religious court is one of the judicial environments that are under the Supreme Court in addition to the general court, military and state administration. The religious court is criminalized by an institution, namely the religious court. (Wahyudi, 2019) The authority of religious courts is

to resolve special civil cases and resolve sharia economic disputes. The legal basis for this authority refers to the law on religious courts. (Rosidah, 2020)

Since the first time there was a religious court as regulated in Law Number 7 of 1989 concerning the Religious Court. This law has been amended 2 times. The first change was in 2006 and the second change was in 2009. These changes occurred due to the expansion of the court's authority. One expansion of authority is the settlement of sharia economic disputes. Initially, the settlement of sharia economic disputes through litigation had two authorized institutions, namely the general court and the religious court. The disputing parties can choose one of the two judicial institutions. After the Constitutional Court decision Number 93 / PUU-X / 2012, the absolute authority to resolve sharia economic disputes became the authority of the religious court. (Musjtari et al., 2019)

The expansion of the absolute powers of religious courts has legal consequences. Previously, religious court judges only resolved special civil disputes have now expanded their powers. To resolve sharia economic disputes, it is necessary to have an understanding of the application of comprehensive sharia principles for religious court judges. This understanding is not only a matter of sharia principles but also an understanding of civil society in general, because the contract that is carried out is basically an agreement as in general civil law. (Triana, 2017)

The philosophical foundation of applying sharia principles in resolving sharia economic disputes is a necessity. The decision of the Constitutional Court which gives the absolute authority to settle sharia economic disputes to the religious court is based on disputed cases based on sharia contracts, so the settlement should be the authority of the religious court. There is no absolute authority in the two institutions, in this case the general court and the religious court. Although in the Sharia Banking Law Article 55 paragraph (2) and paragraph (3) that the settlement of sharia economic disputes through the court can choose the religious court or the general court. This is considered to be of no legal compliance. (Silvia, Leksono, & Anand, 2018)

Hamdan Zulfa's opinion as a judge of the Constitutional Court in the decision gave consideration that the division of absolute authority of each court as confirmed in Law Number 48 Year 2009 concerning Judicial Power is as follows: (1) The general judiciary has the authority to examine, (Triana, 2018) try and decide criminal and

civil cases in accordance with the provisions of statutory regulations [Article 25 paragraph (2)]; (2). The religious court has the authority to examine, judge, decide, and settle cases between people who are Muslim in accordance with the provisions of statutory regulations [Article 25 paragraph (3)]. (Hamzah, Hamid, & A. Tenri, 2019)

Military judiciary has the authority to examine, try and decide military criminal cases in accordance with the provisions of laws and regulations [Article 25 paragraph (4)]; (4). The state administrative court has the authority to examine, adjudicate, decide, and resolve state administrative disputes in accordance with the provisions of statutory regulations [Article 25 paragraph (5)]. (Musjtari et al., 2019)

The authority of the Religious Courts is expanded based on Article 49 letter i of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning the Religious Courts with the authority to examine, decide, and resolve cases of sharia economics. Furthermore, the regulation regarding the absolute authority of the religious court to handle sharia economic cases, especially in the field of sharia banking, is expressly stated in Article 55 paragraph (1) of the Sharia Banking Law. Thus the authority to examine, decide, and resolve sharia banking disputes is the absolute authority of the courts within the Religious Courts which cannot be resolved by other courts because it would violate the principle of absolute jurisdiction. (Anwar et al., 2019)

The absolute authority for sharia economic dispute resolution resides in the religious court based on the type of case. Sharia contracts are carried out based on the principles of sharia which are derived from Islamic law, so that the authority to examine and decide should be under the competence of the religious court. Sources of Islamic law can be in the form of Al Qur'an, Hadith, Ijma, Qiyah and Fatwa DSN MUI and other recognized sources of law. The application of sharia principles in resolving sharia economic disputes can be philosophically rationalized against the basis of the Pancasila state. In this case, the principles in Pancasila which are in line with the application of sharia principles are the first and third principles. (Shomad & Bintoro, 2018)

According to Notonegoro, Pancasila as a philosophical system shows the essence of meaning that is stratified and has a pyramid shape. The first precept, the Almighty Godhead underlies and animates just and civilized human principles, Indonesian unity, society led by wisdom in deliberation / representation and social justice for all

Indonesian people. This is based on the fact that the main supporters of the state are humans, because the state is an institution of living together as a humanitarian institution and humans are a creature of God Almighty, so that human existence is the result of the existence of God Almighty as the prime cause. (Abdul Kadir Jaelani, Handayani, & Karjoko, 2020b)

The first precept of Pancasila is a philosophical foundation in resolving sharia economic disputes. The Supreme Divine Precepts underlie and animate the other precepts. God Almighty as the prime cause of the existence of man, and man is the state. This first precept can be derived into the flow of natural law, where the source of the law comes from God. As with the principles of sharia which originate from the teachings of Islam. So that the application of sharia principles can be based on the philosophical values of the first Pancasila precepts. (Abdul Kadir Jaelani et al., 2020b) The third precept of Indonesian unity is based on and inspired by the precepts of the One and Only Godhead and humanitarian principles that are just and civilized and underlie and animate popular principles led by wisdom in deliberation / representation and social justice for all Indonesian people. The essence of unity is based on and is imbued with the precepts of the One and Only Godhead. The first thing that must be realized is realizing a unity in a living community called the state. So in essence that is united is man as a creature of God Almighty, therefore unity is the result of human being as a creature of God Almighty, as for the result of unity among individuals, individuals in a certain area are called the people so that the people are the main elements of the State. (Nurhayati & Karjoko, 2019)

The principles of unity are described in the flow of sociological jurisprudence which states that "good law is the law in accordance with the laws that live in society". This formulation immediately shows a careful compromise between written law as a legal community need for legal certainty and living law as a token of appreciation for the importance of society's role in law formation and legal orientation. (Karjoko, Winarno, Rosidah, & Handayani, 2020) According to Eugen Ehrlich there is a balance between formal power and non-formal power (society) as well as a balance between the role of formal law (formed by the ruler) and living law. Ehrlich also distinguishes the rules in society into two types, namely (1) norms of decision (legal principles), and (2) norms of conduct (social rules

other than legal rules, which arise as a result of the social life of fellow citizens. (Handayani, 2013)

This third precept is also a philosophical basis for the application of sharia principles in sharia economic dispute resolution. The third principle contains cultural, ethnic and religious diversity. The third precept acknowledges diversity which is wealth and strengthens unity. One of the diversity/ diversity is Islam. The principles of sharia are derived from Islamic law, so in the settlement of sharia economic disputes that apply sharia principles is protected from the state and gets a philosophical foundation from the third principle of Pancasila. (Luthviati, Registration, & Maret, 2020)

2.2. The prerequisites for religious court judges to be able to apply sharia principles in the settlement of sharia economic disputes

The authority to abrogate religious courts to resolve sharia economic disputes requires judges to be more professional. The authority granted by law to religious courts to resolve sharia economic disputes arises because of contracts made based on sharia principles. (Karjoko et al., 2019) Sharia principles as regulated in the Islamic Banking Law in Article 1 point 12 are principles of Islamic law in banking activities based on fatwas issued by institutions that have the authority to determine fatwas in the field of sharia. Meanwhile, the contract in point 13 is a written agreement between a Sharia (Islamic) Bank or UUS and other parties that contains rights and obligations for each party in accordance with Sharia Principles. (Court & Zuhroh, 2017) The application of sharia principles in bermuamalah can also be sourced from the MUI DSN fatwa which must be adjusted by each form of contract. The MUI has issued a collection of fatwas on sharia finance, sharia economics and sharia business. So that every product issued by Islamic financial institutions must refer to the MUI DSN fatwa as its legal source. The fatwa has stipulated the procedures and conditions for each product. So that if a dispute occurs, the settlement must also be returned in accordance with sharia principles. (A. Kadir Jaelani, Handayani, & Isharyanto, 2019)

The development of the number of sharia economic disputes that have been resolved by religious authorities from year to year has increased. As of 2020, the cases that have been decided by the religious court have reached more than 1010 cases (Suadi, 2018). The increasing number of cases of sharia economic disputes that have entered the

religious court demands that judges be more professional in examining and handling them because sharia economic dispute resolution is a new competence for religious court judges. (Intaniasari, 2020)

Lawsuits for sharia economic disputes in religious courts are dominated by general civil cases. Most of the claims filed by the plaintiffs were because the defendants had defaulted, acted against the law and fought for confiscation of guarantees. For example, at the Magelang Religious Court, it has handled 20 cases of default on 18 cases of sharia economic default by BPRS, and by KSPPS for 2 cases, the majority of which are claims for default of murabahah contract customers with a total of 19 cases and 1 case for compensation for murabahah contracts. (Wibowo, 2020)

The basis for the consideration of religious court judges in resolving and resolving sharia economic disputes is that there are only those that use the basis of the Civil Code and other positive laws and there are also decisions of religious courts using a basis other than the Civil Code, namely the source of Islamic law. For this reason, in order to apply sharia principles, there are several prerequisites that must be met. These prerequisites are related to law as a means of carrying out social change. The change in question is the logic of thinking of religious court judges in using sharia principles in their decisions. In order for the intended change to be effective, the conditions in the situation are needed. (Karjoko et al., 2020)

William M. Evan emphasized that law tends to succeed in bringing about changes if it meets several conditions, namely (1) the law must come from an authoritative and prestigious source; (2) the law must introduce the reasons for its existence in terms that are understandable and in accordance with the prevailing values; (3) proponents of amendment must make references or references to other communities or other countries where the population is almost the same and where the law has been enforced; (4) the law enforcement must be developed in order to produce changes in a relatively short time interval; (5) the parties authorized to enforce the law must have a strong commitment to bring about changes which are the objectives of the law; (6) law implementation must involve positive sanctions and negative sanctions; (7) law enforcement or enforcement must be reasonable and proper, not only in terms of the sanctions used but also in protecting the rights of those who will suffer losses due to violating the law. (Silvia et al., 2018)

There are several prerequisites that must be fulfilled in order to institutionalize sharia principles for religious court judges so that in deciding sharia economic disputes, sharia principles must be considered. The process of institutionalizing the principles of sharia is influenced by the effectiveness of planting new elements, the opposing forces of society and the speed at which new elements are planted. (Otto, 2010)

According to Cambliss and Seidman in Satjipro Rahardjo, the function of law as social engineering requires changes that will be institutionalized as new patterns of behavior in society. Every effort to plant something new will experience reactions from several groups of people who feel disadvantaged. The societal opposing forces have a negative influence on the likelihood of the institutionalization being successful. Another influence in this institutionalization process came from the planting speed factor. (Otto, 2010)

In the process of institutionalizing sharia principles in resolving sharia economic disputes it is influenced by whether or not it is effective to instill new elements. The new element in question is the principles of sharia, according to Steven Vago, the success of law as a mechanism for social change is conditioned by a number of factors. One of them is the amount of information available on legislation and decisions. (Otto, 2010)

From the aspect of information transmission, it is actually sufficient for religious court judges, because most of the educational background of religious court judges is a degree in sharia or Islamic Law Sarjanan. So that to understand the information about the principles of sharia is sufficient. But there are still other elements that influence, namely that law is not only seen from the state dimension but also from other dimensions in society. Another dimension in society in question is the implementation of sharia contracts that originate from Islamic law. Judges should pay attention to this aspect in their decisions so that they do not only pay attention to positive law but also Islamic law. (Otto, 2010)

Religious court decisions in resolving sharia economic disputes exist which only refer to articles in the Civil Code and the applicable positive law. Meanwhile, the sharia principles which are the main characteristic of this dispute are not taken into account in legal considerations. Most of the lawsuits in sharia economic disputes are dominated by defaults, unlawful acts and resistance to confiscation of guarantees. Only a few claims are based on the

substance of the contract.(Virgil, Nicoleta, & Florin, 2015)

The settlement decided by religious court judges in their legal considerations is only based on written law. Even though the disputes that occur between the parties are based on sharia principles, the settlement should also use sharia principles. This is because the customer's rights in the transactions carried out must be in accordance with sharia principles, so when a dispute occurs, it must also be resolved by paying attention to sharia principles.(Ishak, Hasibuan, & Arbani, 2020)

Judges' disobedience can occur due to the assumption that sharia principles derived from Islamic law are not a written norm in state law. So that judges when giving legal considerations look only at written norms, and the orientation of the judge here is considered a form of freedom in making decisions. This affects the institutionalization of sharia principles to become ineffective, because the new elements to be implanted are no longer effective.(Otto, 2010)

The real law is not only seen from the state dimension. There are many dimensions that must be considered by judges in resolving disputes. The dimension in question is in the Muslim community, where in conducting contract transactions using sharia principles. Therefore, religious court judges must pay attention to the values that live in society, the value in question is the principle of sharia which comes from Islamic law. Although the sharia principles in question are not normalized into state law.(Setyowati et al., 2018)

In the social engineering process, the goals to be achieved are to drive behavior or achieve the desired state clearly defined, the methods used and the possibilities that can arise. The regulations that are later released into society are not the only means of regulating the behavior of community members. Outside the law, members of society are still constrained in their behavior by various elements of the power that surround them and what is no less important is the operation of personal factors on them. The interaction of all these matters with each other will determine to what extent members of society will be able to meet the demands of the rule of law. Based on this complex and not easy to determine exact situation, it is understandable why social engineering is seen as a continuous process.(Wahyudi, 2019)

The behavior of religious court judges in resolving sharia economic disputes is influenced by sufficient information so that legal decisions are

expected to accommodate the interests of the parties. The information referred to is the principles of sharia. Judges should not only refer to written law, in this case the Civil Code. Even though the principles of sharia are not written in state law such as the Al-Quran, Hadiths and MUI DSN Fatwas issued by non-government institutions, judges can still use them.(Musjtari et al., 2019)

The opposing force in instilling new elements in the application of sharia principles came from the judges of the religious courts themselves. Religious court judges must pay attention to the values that live in society. This is in line with the Law on Judicial Power Article 5 paragraph (1) Constitutional judges and judges are obliged to explore, follow and understand the legal values and the sense of justice that live in society. This article is actually very clear in giving the judge the freedom to explore the values that live in society. The values referred to in the settlement of sharia economic disputes are sharia principles derived from Islamic law. Judges can use sources of Islamic law in resolving sharia economic disputes, even though the sources of Islamic law are not written in state law.(Abdul Kadir Jaelani et al., 2020a)

Judges who only refer to written law can be said to be oriented towards the legism / positivism viewpoint. In positivism teaching, the only source of law is law. So that judges are only obliged to apply legal regulations to concrete events with the help of interpretation methods, especially grammatical interpretation. All laws are contained in law. This causes sharia principles to have a very limited role in resolving disputes based on sharia contracts.(Wahyudi, 2019)

Not all sharia contracts comply with sharia principles, and this has the potential for disputes. Lack of integrity in the contract related to sharia compliance, should be a concern of the government and / or authorities (DSN-MUI) in Islamic banking. Lack of understanding and awareness of compliance with the application of sharia principles brings juridical consequences, namely that the contract is not in accordance with sharia principles. Sharia compliance has not been optimal due to incomplete laws related to the lack of integrity of related regulatory aspects, as well as obstacles in terms of understanding and awareness of customers and Islamic financial institutions (Setyowati, 2019) non-compliance with sharia principles should be the concern of religious court judges, so that it arises. Disputes can be seen not only from the aspect of the interests of financial institutions but can occur due to

non-compliance with the sharia principles in the contract. (Otto, 2010)

The application of sharia principles as in the contract is basically the fulfillment of the rights guaranteed in Articles 29 and 28 letter E and 28 letter I paragraphs (1) and (4) of the 1945 Constitution. From the aforementioned constitution, it can be said that these rights are related to the fulfillment of the principles sharia at all stages and fields related to Islamic financial institutions is the right to practice Islam. Therefore, "religious rights" are similar to spiritual rights, reflecting the opposite of religious rights. (Ferreira, Nery, & Pinheiro, 2016)

3. Conclusion

The philosophical rationality of applying sharia principles in sharia economic dispute resolution is in line with the first and third principles of Pancasila. The institutionalization of sharia principles becomes effective if there are prerequisites that must be met, firstly enough information for judges to understand sharia principles, secondly the obstacles that come from the judges themselves who are still oriented towards the flow of legism / positivism will have an effect on providing legal basis and third The speed of instilling the institutionalization of sharia principles can be done through education and training organized by the Supreme Court for Religious Court judges.

References

- Anwar, M., Yaswirman, Y., & Ulfanora, U. (2019). Dispute Resolution of Shariah Economy in Murahabah Financing Contract in Sahabat Mitra Sejati Cooperatives. *International Journal of Multicultural and Multireligious Understanding*, 6(3), 72. <https://doi.org/10.18415/ijmmu.v6i3.768>
- Court, R., & Zuhroh, D. (2017). *JUSTICEASPECT OF THE SETTLEMENT DISPUTE INSHARIA BUSINESS THROUGH THE Fahmi Rusydi , Penyelesaian Sengketa Bisnis Syariah . Lihat*. 12(4), 150–155.
- Ferreira, C., Nery, A., & Pinheiro, P. R. (2016). A Multi-Criteria Model in Information Technology Infrastructure Problems. *Procedia Computer Science*, 91, 642–651. <https://doi.org/10.1016/j.procs.2016.07.161>
- Hamzah, M., Hamid, A., & A. Tenri, F. (2019). Optimization of Justice Institutions in Cancellation of Sharia Arbitration Decisions. *International Journal of Multicultural and Multireligious Understanding*, 6(5), 250. <https://doi.org/10.18415/ijmmu.v6i5.1076>
- Handayani, I. G. A. K. R. (2013). Urgency of Regulatory Priorities Watershed in Order to Conduct an Integrated Watershed Administrative Law in Indonesia. *The First International Conference on Law, Business and Government*, 22–28.
- Intaniasari, K. (2020). Gross Split Contract Framework Regulation on the Caring for People. *Bestuur*, 8(2), 96. <https://doi.org/10.20961/bestuur.v8i2.43141>
- Ishak, N., Hasibuan, R. R., & Arbani, T. S. (2020). Bureaucratic and Political Collaboration Towards a Good Governance System. *Bestuur*, 8(1), 19. <https://doi.org/10.20961/bestuur.v8i1.42922>
- Jaelani, A. Kadir, Handayani, I. G. A. K. R., & Isharyanto. (2019). *Regulation of Regional Government on Halal Tourism Destinations in West Nusa Tenggara Province after Constitutional Court Decision Number 137/PUU-XIII/2015*. 358(Icglow), 107–110. <https://doi.org/10.2991/icglow-19.2019.27>
- Jaelani, Abdul Kadir, Handayani, I. G. A. K. R., & Karjoko, L. (2020a). Development of halal tourism destinations in the Era of regional autonomy in West Nusa Tenggara Province. *International Journal of Innovation, Creativity and Change*, 12(12), 765–774.
- Jaelani, Abdul Kadir, Handayani, I. G. A. K. R., & Karjoko, L. (2020b). Development of tourism based on geographic indication towards to welfare state. *International Journal of Advanced Science and Technology*, 29(3 Special Issue), 1227–1234.
- Karjoko, L., Jaelani, A. K., Hukum, F., Maret, U. S., Hukum, F., & Riyadi, U. S. (2019). *Jurnal Bestuur*. 7(1).
- Karjoko, L., Winarno, D. W., Rosidah, Z. N., & Handayani, I. G. A. K. R. (2020). Spatial planning dysfunction in East Kalimantan to support green economy. *International Journal of Innovation, Creativity and Change*, 11(8), 259–269.
- Luthviati, R. D., Registration, C., & Maret, U. S. (2020). *Jurnal Bestuur*. 8(2). <https://doi.org/10.20961/bestuur.43138>
- Minardi, A. (2020). Two Lane Settlement of Sharia Economic Disputes Between Religious Court and National Sharia Arbitration Agency (BASYARNAS). *Indonesian Journal of Religion and Society*, 1(2), 126–137. <https://doi.org/10.36256/ijrs.v1i2.66>
- Musjtari, D. N., Radliyah, N., & Riyanto, B. (2019). The Mediation Process in Sharia Economic Dispute Resolution Through the Religious Court in Indonesia. *Journal of Humanities and Social Science*, 24(5), 39–47. <https://doi.org/10.9790/0837-2405053947>
- Nurhayati, I., & Karjoko, L. (2019). *Civil Relations Regulation After the Expiration of Building*. 4(1), 28–34.
- Otto, J. M. (2010). Sharia Incorporated: A Comparative Overview of the Legal Systems of Twelve Muslim Countries in Past and Present. *Sharia Incorporated: A Comparative Overview of the Legal Systems of Twelve Muslim Countries in Past and Present*. <https://doi.org/10.5117/9789087280574>
- Rosidah, Z. N. (2020). Coherence of the Rules of Sharia Against Pancasila. *Bestuur*, 8(1), 40. <https://doi.org/10.20961/bestuur.v8i1.42723>

- Setyowati, R., Purbasari, I., & Fauzan, E. M. (2018). Consumers spiritual rights in the islamic banking dispute out of court settlement in Indonesia. *Journal of Social Studies Education Research*, 9(4), 334–351. <https://doi.org/10.17499/jsser.64249>
- Shomad, A., & Bintoro, R. W. (2018). Philosophical Foundation of Religious Court Competence Towards Encumbrance Right Execution. *Jurnal Dinamika Hukum*, 18(2), 222. <https://doi.org/10.20884/1.jdh.2018.18.2.2063>
- Silvia, F., Leksono, K., & Anand, G. (2018). *the Characteristics of Sharia Compliance in the Settlement of Sharia Economic Disputes in Indonesia*. 131(Iclgg 2017), 113–126. <https://doi.org/10.2991/iclgg-17.2018.15>
- Triana, N. (2017). Reconstructing Sharia Economic Dispute Resolution Based on Indonesian Muslim Society Culture. *Ijtimā'iyya: Journal of Muslim Society Research*, 2(1), 107–128. <https://doi.org/10.24090/ijtimaiyya.v2i1.1099>
- Triana, N. (2018). Urgency of Arbitration Clause in Determining the Resolution of Sharia Economic Disputes. *AHKAM: Jurnal Ilmu Syariah*, 18(1). <https://doi.org/10.15408/ajis.v18i1.8872>
- Virgil, N., Nicoleta, O. A., & Florin, T. (2015). Protection of the European Energy Consumers' Rights within the Globalization Context. *Procedia Economics and Finance*, 27(15), 415–422. [https://doi.org/10.1016/s2212-5671\(15\)01015-1](https://doi.org/10.1016/s2212-5671(15)01015-1)
- Wahyudi, F. (2019). the Quo Vadis of Banckruptcy Settlement and Pkpu Laws on Sharia Banking. *Jurnal Hukum Dan Peradilan*, 8(1), 1. <https://doi.org/10.25216/jhp.8.1.2019.1-20>
- Wibowo, D. E. (2020). Ewuh Pakewuh Cultural Reconstruction to Equal Consumer Protection. *Jurnal Bestuur*, 8(1), 1–8. <https://doi.org/10.20961/bestuur.41395>