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The Status of Actual Costs in Billing Rescheduling: Perspectives of *Fiqh Muamalah* and Regulation of Islamic Financial Institutions (IFI) Post DSN-MUI *Fatwa* No. 134 of 2020

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Abstract:
The practice of rescheduling *murabahah* financing is a crucial mechanism within Islamic Financial Institutions (IFI) to address non-performing financing and simultaneously adhere to the principle of prudence, as mandated by the Islamic Banking Law. IFI are obligated to comply with the sharia provisions established by the National Sharia Council (DSN) of the Indonesian *Ulama* Council (MUI). This research specifically aims to examine the status and implications of DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling within the framework of Islamic law and financial regulation in Indonesia. This research employs a qualitative library research method with a content analysis technique. Data is gathered from *fiqh muamalah* literature, DSN-MUI *fatwa*, and the regulations of the Financial Services Authority (OJK) and the Islamic Banking Law. The analysis reveals a significant intersection between the perspective of *fiqh muamalah* and IFI Regulation following DSN-MUI *Fatwa* No. 134 of 2020. From the *fiqh muamalah* side, the *fatwa* strictly prohibits increasing the principal debt to avoid *riba*. However, the recognition of imposing actual costs triggers contemporary *fiqh* debate, the majority scholarly view tends to reject any cost addition on debt unless it is purely allocated as a social fund (*ta'zir*). This raises substantial questions regarding the status of actual costs if they are recognized as operational revenue for the IFI. From the IFI Regulation side, DSN-MUI *Fatwa* No. 134 of 2020 holds a very strong position as a legally binding compliance standard, mandated by the Islamic Banking Law. The *fatwa* serves a dual function, as sharia legitimacy for prudent rescheduling practices, and as a tool for consumer protection against fictitious costs.

Introduction

Rescheduling is regulated in the provisions of the *fatwa* issued by the National Sharia Council (DSN) of the Indonesian *Ulama* Council (MUI) concerning the rescheduling of *murabahah* installments. This *fatwa* explains that Islamic Financial Institutions (IFI) are permitted to perform rescheduling of *murabahah* installments for customers who are unable to settle their financing according to the agreed amount and time (Hasanah, 2022), provided that the remaining installment amount is not increased, the costs incurred during the rescheduling process are actual costs, and the extension of the payment period must be based on a mutual agreement between both parties (Tiarawati et al., 2025).

In the process of rescheduling installments, the IFI incurs actual costs which represent a loss burden if they are not charged to the customer or financing recipient. Early salvage of non-performing financing is a necessity to maintain healthy financing quality, with the ultimate goal of preserving the bank's liquidity. Banks must apply principles that serve as a reference and guideline for financing and supervision employees in handling problem financing (Prasetyana et al., 2014). In general, these forms of salvage are carried out by the bank with the buyer through rescheduling, reconditioning, restructuring, consultation assistance, or the sale of collateralized goods (Diana et al., 2024).

One of the *fiqh muamalah* concepts is the concept of Islamic banking, is a financial institution whose primary businesses include providing financing services and money circulation, as well as other services such as payments made by customers, with operations tailored to Islamic principles (Muhammad, 2014). In Law No. 21 of 2008 concerning Banking, a bank is defined as a business entity that collects funds from the public in the form of deposits and channels them back to the public in the form of credit or other forms, in order to improve the living standards of the wider community. This implies that banks function as institutions that collect funds from the public in the form of savings and redistribute them to the public in the form of credit or financing. Meanwhile, banking that utilizes sharia principles, according to Law No. 21 of 2008, refers to the principles of Islamic law in banking activities based on *fatwa* issued by institutions with the authority to establish *fatwa* in the sharia sector. Islamic banking, in conducting its business activities, must be based on sharia principles, economic democracy, and the principle of prudence. The objective of Islamic banking, according to Article 3 of Law No. 21 of 2008, is to support the implementation of national development in order to increase justice, togetherness, and equitable distribution of the people's welfare (Muthaher, 2012).

Financing constitutes one of the bank's functions in carrying out the activity of channeling or utilizing funds. According to Law No. 10 of 1998 concerning Banking, financing is defined as the provision of money or claims that can be equated with it, based on an agreement or consensus between the bank and the other party being financed, for the purpose of the latter returning the money or claim after a certain period, along with a recompense or profit sharing. From this definition of financing, it can be explained that the objective of financing is to increase business capital. Both credit and financing can take the form of money or claims valued in money, in addition to increasing income or gaining profits from the channeled financing. Consistent with this, the resulting level of risk is also high. Therefore, the implementation of risk management for the disbursed financing is highly essential.

However, customers utilizing *murabahah* financing demonstrate varied performance in their installment payments, some are timely, some pay earlier than the stipulated time, but there are also those whose financing payments are not on time. Specifically, there are partners who pay their installments outside the agreed schedule, thus categorizing these customers as problematic. One form of financing that consistently experiences an increase in the amount disbursed every year is *murabahah* financing. *Murabahah* is defined by *fuqaha* (Islamic jurists) as the sale of goods at cost or the primary price of the goods plus an agreed-upon profit (*margin*). The *murabahah* product is one of the most dominant sale-based financing models applied in Islamic banking practice.

The early salvage of non-performing financing is an imperative to maintain sound financing quality, with the ultimate goal of preserving the bank's liquidity. Banks must implement principles that serve as references and guidelines for employees in the financing and supervision departments in handling problem financing. Generally, this form of salvage is carried out by the bank with the buyer through rescheduling, reconditioning, restructuring, management assistance, or liquidation (sale of collateralized goods) (Ansori & Hamdani, 2022).

Efforts to resolve non-performing financing should prioritize a process of consultation (*musyawarah*) between the Islamic banking and the customer. The aim is to yield the best solutions while maintaining a good relationship between the two parties. Resolution efforts, as stipulated in DSN-MUI *fatwa*, can be pursued through various mechanisms, DSN-MUI *Fatwa* No. 17 of 2000 concerning Sanctions on Capable Customers Who Delay Payment, DSN-MUI *Fatwa* No. 46 of 2005 on *Murabahah* Installment Discounts, DSN-MUI *Fatwa* No. 47 of 2005 on the Settlement of *Murabahah* Receivables for Customers Unable to Pay, DSN-MUI *Fatwa* No. 48 of 2005 on the Rescheduling of *Murabahah* Installments, and DSN-MUI *Fatwa* No. 49 of 2005 on the

Conversion of *Murabahah* Contracts. These DSN-MUI *fatwa* predominantly champion the consultation approach. However, over the past three years, many non-performing financing issues have been escalated for resolution through the religious courts. This path, unfortunately, tends to foster animosity between parties and is often time-consuming (Rakhmawati & Makhrus, 2021).

The rescheduling of installments in Islamic banking is suspected of involving additions to the remaining installment amount. Any such additions must be clearly specified in terms of their amount and must be clearly allocated for components determined in the contract. Additions to costs whose allocation is unclear fall under the category of *riba* (usury). The stipulation for charging costs in the rescheduling process is that they must be actual costs. Charging costs based on assumptions is not permissible in Islamic law. This provision could potentially be used as a means to seek profit disguised as administrative fees. Both the customer and the bank must be mutually aware of the costs involved in the rescheduling process (Hulam & Azani, 2016).

Methodology

The type of research employed here is library research. Library research encompasses a series of activities related to the method of collecting library data, reading, note-taking, and processing research materials (Zed, 2008). This research is qualitative in nature, which is a research directed at describing and analyzing phenomena, events, and thoughts gathered from data sources. The data sources used originate from written materials, and the research aims to analyze documents and records (Sukmadinata, 2005). The data collection technique used in this research is the documentation method, which involves utilizing written and printed materials as evidence when needed (Purwono, 2010). The documents used in this research are sourced from books, notes, newspapers, magazines, websites, and other relevant materials that can provide information pertaining to the research problem. To analyze the research data, an analysis method is essential. The analytical method in this research employs the content analysis technique, which aims to extract the content or meaning from unstructured data in the form of documents, literary works, articles, and other written sources (Wagiran, 2013).

Results and Discussion

DSN-MUI Fatwa No. 134 of 2020 Concerning Actual Costs Due to Billing Rescheduling

The *fatwa* regarding actual costs as a result of rescheduling was drafted based on the consideration of the need for guidelines concerning the actual costs incurred by Islamic Financial Institutions (IFI) that arise due to financing restructuring. Furthermore, this *fatwa* is a follow-up to the provisions of DSN-MUI *Fatwa* No. 48 of 2005 concerning the Rescheduling of *Murabahah* Installments, which stipulated that the cost burden permitted to be charged to the customer during rescheduling must be the actual cost. This *fatwa* serves to regulate the criteria for the actual costs of billing rescheduling as well as the allowable cost components based on sharia principles. The criteria for the actual costs of restructuring include, but are not limited to, traceability of the restructuring costs, actual real losses that genuinely occur in a normal business process, directly related to the costs incurred as a result of restructuring, based on costs that have genuinely occurred or the historical cost of restructuring, and the amount or value must adhere to the principle of reasonableness and common practice. The components of actual costs encompass communication costs, correspondence, office supplies, travel, legal consulting services, notarial services, collateral binding, taxation, insurance, and re-appraisal of collateral assets (DSN-MUI, n.d.).

First, actual costs, refer to the expenses genuinely incurred by the Islamic Financial Institution (IFI) during the restructuring process resulting from the customer's inability to fulfill their obligation (DSN-MUI, 2020). The term "*actual costs*" often implies a penalty, where a penalty is a material or monetary punishment imposed on and payable by the offender.

Second, billing rescheduling, is an effort made by the IFI to assist the customer in settling their obligations by providing an extension of the financing term (DSN-MUI, 2020). Rescheduling involves changing the schedule for the customer’s obligation payment or altering its maturity period. This specifically excludes extensions on *mudharabah* or *musharakah* financing that meets the criteria of a current asset and has matured, and is not caused by the customer's decline in repayment ability (Wangsawidjaja, 2012). Rescheduling is the modification of the payment schedule or maturity period when facing problematic financing. Access to financing is facilitated by rescheduling, where the debtor's business has prospects for recovery, and the debtor demonstrates good faith. During this restructuring process, outstanding principal and interest payments are consolidated (capitalized) and subsequently restructured as a separate restructuring agreement (Andrianto, 2019).

Rescheduling is also regulated in the provisions of DSN-MUI *Fatwa* concerning the Rescheduling of *Murabahah* Installments, which explains that IFI are permitted to perform rescheduling of *murabahah* installments for customers who are unable to fully settle their financing according to the agreed amount and time (Hulam & Azani, 2016). From the definitions of rescheduling, it can be concluded that rescheduling serves as a financing rescue measure by readjusting the repayment term, which typically involves an extension of the period. The goal is to make the customer's installment amount smaller and commensurate with their financial capacity.

Rescheduling involves changing the credit terms that only concern the repayment schedule and the duration of the credit. Financing facilities eligible for rescheduling are limited to debtors who meet specific requirements, including the debtor's business has prospects for recovery, and the debtor demonstrates good faith, meaning they have the willingness to pay and there is confidence that the debtor intends and continues to manage their business operations. In this rescheduling process, the outstanding principal and interest are summed up (capitalized) and then the repayment is rescheduled to create a separate rescheduling agreement. The definitions of rescheduling above explain that the rescheduling mechanism can be carried out by changing or extending the repayment period of the *murabahah* financing installments, provided that the remaining installment amount is not increased, costs arise in the rescheduling process, and there is mutual agreement between both parties.

Some alternatives for rescheduling that banks can offer include: (1) Extension of the credit term, for example, a two-year credit term is extended to three years, thereby reducing the total monthly installment amount; (2) Changing the monthly installment schedule to quarterly, this change in schedule allows the customer an opportunity to accumulate funds to pay the installments quarterly, this is adjusted based on sales revenue; (3) Reducing the principal installment amount over a longer period (Hermansyah, 2005) (Ismail, 2010).

This rescheduling is executed by the financial institution because the customer has committed a breach of contract. This breach occurs possibly because the customer is bankrupt, or the customer has the good faith to pay the installments but lacks the capacity to pay the principal or the profit-sharing ratio (*nisbah*).

Third, stipulation of actual costs due to billing rescheduling in DSN-MUI *Fatwa* No. 134 of 2020. Rescheduling is the modification of the payment schedule for the customer's obligation or its duration. DSN-MUI *Fatwa* No. 48 of 2005 regulated the sharia provisions for the practice of rescheduling. IFI are permitted to carry out the rescheduling of *murabahah* installments for customers who cannot complete/settle their financing according to the agreed amount and time, with the following stipulations,

the remaining amount of the claim (debt) must not be increased, the costs charged during the rescheduling process must be actual costs, and the extension of the payment period must be based on a mutual agreement between both parties (DSN-MUI, 2020).

In the process of billing rescheduling, the IFI incurs actual costs, which would become a loss burden if they were not charged to the customer or financing recipient (Sup, 2022). Rescheduling that falls under *fask al-dain / qalb al-dain* is a contract between the creditor (*da'in*) and the debtor (*madin*) regarding an extension of the debt repayment tenor in exchange for an additional amount of debt. Rescheduling that does not constitute *riba* may impose costs on the customer, provided these costs are actual costs that can be recognized as revenue by the IFI, adhering to the provisions set forth in this *fatwa* (DSN-MUI, 2020). The stipulation not to increase the remaining debt amount is the core principle in determining rescheduling. The total installment amount before and after rescheduling must remain the same. An increased or excessive installment amount is equivalent to *riba* (Salamah & Hendry, 2018).

Therefore, the DSN-MUI *fatwa* emphasizes the criteria for the actual costs of rescheduling. The costs permitted to be charged by the IFI to the customer must meet the following criteria, traceability of the rescheduling costs, actual real losses that genuinely occur in the normal business process (*al-urf al-shahih*), directly related to the costs incurred due to restructuring (i.e., incurred direct variable costs), based on costs that have genuinely occurred or based on the historical cost of the rescheduling, and the amount or value must meet the principle of reasonableness and common practice (Arm's Length Principle / ALP).

The components of actual costs resulting from rescheduling may include, communication costs, correspondence costs, office supplies, travel, legal consulting services, notarial services, costs of collateral binding, taxation, insurance, and the cost of re-appraising collateral assets.

DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling states that if one party fails to fulfill its obligations or if a dispute arises between the related parties, the settlement shall be carried out through the National Sharia Arbitration Board (BASYARNAS) after an agreement could not be reached through mutual consultation. The above *fatwa* grants rights to both the customer and the IFI in resolving legal issues related to rescheduling. The article suggests that consultation should be pursued first before proceeding to court.

IFI and customers are not required to resolve legal disputes regarding rescheduling directly at the Religious Court. The parties can first engage in consultation to find a resolution to the problem faced. This highlights the importance of mutual respect between the involved parties. If an agreement cannot be reached,

the matter can then proceed to the Judicial Body, namely the Religious Court (Hulam & Azani, 2016).

If a party fails to fulfill their obligations or if a dispute arises between the related parties, the settlement is carried out through the National Sharia Arbitration Board (BASYARNAS) after a consensus cannot be reached through mutual consultation. Islamic Banking and customers are not required to resolve legal disputes regarding rescheduling directly at the Religious Court. The parties can first engage in consultation to find a way out of the problem faced (Hulam & Azani, 2016).

Islamic Law Analysis of the Indonesian Ulama Council Fatwa No. 134 of 2020 Concerning Actual Costs Due to Billing Rescheduling

Financing refers to the provision of funds given to another party to support planned capital investment, either independently or with an institution (Muhammad, 2005). This investment is often referred to as a savings and loan activity. Islam does not prohibit savings and loan activities aimed at helping fellow human beings.

Non-performing financing is one of the risks inherent in the execution of financing. Adiwarman A. Karim explains that financing risk is the risk caused by the counterparty failing to fulfill their obligations. In a Islamic financial institution, financing risk encompasses product-related risks and risks associated with corporate financing (Karim, 2020).

The sustainability of a bank, which is dominated by financing activities, is influenced by the quality of its financing, as this is the bank's main source of generating income and its primary resource for sustainable business expansion. Optimal bank management in financing activities can minimize potential losses. Such management includes conducting financing restructuring for customers who experience a decline in repayment ability but are still deemed to have business prospects and the capacity to pay after restructuring. The implementation of financing restructuring at a bank must still comply with sharia principles, in addition to adhering to the universal principle of prudence applicable in the banking industry. The aspect of need and compatibility with the development of the Islamic banking industry are also considerations in the development of regulations concerning financing restructuring in Islamic Banking and Sharia Business Units (Penjelasan Peraturan Bank Indonesia Nomor 13/9/Pbi/2011, 2011).

Non-performing financing is financing where there is a failure to meet payment promises (Ghofur et al., 2021), thereby necessitating legal action to enforce the promise. Mahmoedin concludes that non-performing financing is financing that can cause losses to the bank, thus impacting the bank itself. There must be procedures for

resolving non-performing financing. There must be procedures for resolving non-performing financing (Tampi, 2018).

By implementing rescheduling or billing rescheduling, the process involves extending the financing period. Fadilah states that the mechanism of restructuring through rescheduling is permissible because it is in accordance with the word of Allah Swt.:

وَاِنْ كَانَ ذُوْ عُسْرَةٍ فَنَظِرَةٌ اِلٰى مَيْسَرَةٍۗ وَاَنْ تَصَدَّقُوْا خَيْرٌ لَّكُمْ اِنْ كُنْتُمْ تَعْلَمُوْنَ

"*If someone is in a difficult situation to pay their debt, then grant them a deferral of collection until they are well-off*".

In DSN-MUI *Fatwa* No. 48 of 2005 concerning the Rescheduling of *Murabahah* Installments, the settlement provision explains that it is permissible to extend the payment period and permissible to change the amount of the installment or annuity, provided that the total amount of the debt is not increased (Fadilah, 2010).

Islamic Financial Institutions (IFI) may reschedule *murabahah* installments for customers who are unable to settle/pay off their financing according to the agreed amount and time, with the following stipulations, the remaining claim amount must not be increased, the costs in the rescheduling process must be actual costs, and the extension of the payment period must be based on the agreement of both parties (Hulam & Azani, 2016).

DSN-MUI *Fatwa* No. 48 of 2005 stipulated that the costs charged during the rescheduling process must be actual costs. In its implementation at IFI, if a customer wishes to reschedule, these costs must be borne by the customer, because the process and conditions of rescheduling are the same as the initial financing, meaning there are administrative costs (Nasution & Rokan, 2021). The intent of the administrative cost borne by the customer is to cover the expenses. To address the costs imposed on the customer, DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling was issued. This *fatwa* specifies the criteria for the actual costs of rescheduling, the costs permitted to be charged by the IFI to the customer must meet the following criteria, traceability of the rescheduling costs, actual real losses that genuinely occur in a normal business process (*al-urf al-shahih*), directly related to the costs incurred due to restructuring (i.e., incurred direct variable cost), based on costs that have genuinely occurred or based on the historical cost of the rescheduling, and the amount or value must meet the principle of reasonableness and common practice (Arm's Length Principle / ALP) (DSN-MUI, 2020).

In the context of the claim, the actual cost is interpreted as the actual cost incurred by the Islamic financial institution in the financing restructuring mechanism due to the customer's inability to pay their obligation. The cost referred to, which is an addition

to the trade debt that is considered *riba*, is actually not included in *faskh al-dain* (debt sale). Thus, the actual cost in the substance of the *fatwa* fulfills several criteria, the cost must be traceable, genuinely occurred due to the rescheduling mechanism, and its amount must be consistent with the principles of fairness and custom. The costs mentioned are divided into ten components arising from the rescheduling mechanism, which include costs for communication, correspondence, stationery, travel, notarial services, and legal consultation, binding of collateral objects, and taxation (Herdiana, 2022).

The legal position of Islamic economic law in applying penalties is critically important. This is strengthened by supporting regulations for imposing penalty sanctions due to breach of promise in financing, both from the DSN-MUI *fatwa* and the Compilation of Sharia Economic (KHES) (Larassati, 2025). The explanation in the KHES regarding the permissibility of applying sanctions to a party committing a breach of promise is found in Article 38, which states, a party to a contract who commits a breach of promise may be subjected to sanctions, paying compensation (indemnity), contract cancellation, risk transfer, and paying court costs (Kompilasi Hukum Ekonomi Syariah, 2011).

Conversely, the provisions have been clarified in Article 36 concerning breach of promise and its sanctions, which states, failure to perform what was promised, performing what was promised but not as promised, performing what was promised, but late, or performing something that is prohibited by the agreement (Kompilasi Hukum Ekonomi Syariah, 2011). Relevant to this discussion, a person is considered to be in breach of promise if they perform what was promised, but late.

In DSN *Fatwa* No. 17 of 2000 dated September 16, 2000, it is stated that: (1) The sanction mentioned in this *fatwa* is a penalty imposed by the IFI on a customer who is financially capable but intentionally delays payment; (2) A customer who is unable to pay, or has not yet paid, due to force majeure (compelling circumstances) shall not be subject to sanctions; (3) A capable customer who deliberately delays payment and/or lacks the willingness and good faith to pay their debt may be subject to sanctions; (4) The sanction is based on the principle of *ta'zir* (discretionary punishment) (Prayoga, 2022) (Amin, 1975).

The application of a fine for late-paying customers is intended as a sanction or punishment, so that they do not repeat the delay, which is in line with DSN-MUI *Fatwa* No. 17 of 2000. However, when observing point number two, which states, "*A customer who is unable to pay, or has not yet paid, due to force majeure (compelling circumstances) shall not be subject to sanctions*".

According to the DSN-MUI *fatwa*, Islamic banking are only permitted to charge customers the actual costs required for implementing the rescheduling. On the issue of rescheduling fees, the Sharia Supervisory Board (DPS) is divided into two groups, those "*who permit*" and those "*who prohibit*". The Sharia Supervisory Board (DPS) members who permit it justify their stance with reasons including, the bank must provide returns to saving customers, the imposition of fees acts as a punishment to deter the public from committing similar errors, and the bank uses savers' money in its operations.

Conversely, the Sharia Supervisory Board (DPS) members who prohibit it argue that a customer who fails to pay installments within the agreed-upon period needs to pay an amount of money to a charitable institution owned by the Islamic bank for the purpose of financing sharia-sanctioned charitable activities. The Islamic bank is not entitled to receive any portion of that fine money. This is because the fine money does not constitute compensation to the financier (Islamic bank) as income from releasing the debt, but is solely for charitable purposes (Maulidizen, 2018).

The Sharia Supervisory Board (DPS) members who prohibit rescheduling fees, other than the actual costs, base their argument on the *fiqh muamalah* maxim:

كُلُّ قَرْضٍ جَرَّ مَنْفَعَةً فَهُوَ رِباً

"*Every loan that brings a benefit is riba (usury)*".

They argue that rescheduling fees should only be the actual cost charged to the customer and must be considered a charitable fund or compensation for the customer's failure, and the bank is not allowed to recognize it as income.

Conversely, the Sharia Supervisory Board (DPS) members who permit it rely on the *fiqh muamalah* maxim, المحظورات تبيح الضرورة which means, "*necessity permits the prohibited*". This refers to the occurrence of an extreme necessity or danger to a person that causes them fear of damage or harm to the soul, body, honor, intellect, property, and related matters. The imposition of rescheduling fees on the customer is permissible with the aim of safeguarding the assets of the depositor customers (Maulidizen, 2018).

This opinion is supported by several Islamic economic experts regarding the imposition of fines on defaulting customers and recognizing them as bank income, such as Kamal Hammad (Hammad, 1985). Hammad opines that customers who fail to pay should be penalized by the court and explicitly rejects penalizing defaulting customers with compensation. Ali Elgari and Nejatullah Siddiqi state that only the high court should be allowed to impose a fine on defaulting customers. They prohibit the bank from considering this money as profit, instead, it must be designated for public interest (social welfare) (Elgari et al., 1993). Meanwhile, Al-Sadiq Al-Darir (Al-

Darir, 1985) approves of imposing a fine for payment failure, provided the condition is that it does not exceed the customer's debt. Muhammad Taqi Usmani (Usmani, n.d.) also agrees with the payment of a certain sum of money to a charitable institution by a customer who fails to pay at the agreed time, to be used for financing charitable activities. The bank is not permitted to receive any share of this payment. Thus, the fine money is not compensation to the financier (Islamic bank) nor is it income derived from releasing the debt, it is solely for charitable purposes. The Islamic *Fiqh* Academy (Maulidizen, 2017) argues that the bank should not impose fines on customers who fail to pay at the agreed time, as this is equivalent to the concept of interest practiced in installments.

The sanction of a late payment fine (late charge) is considered *ta'zir* (discretionary punishment) for a person who delays debt payment (Syarbaini, 2018). However, scholars differ on this matter, some permit it, and others prohibit it (Kharismaputra, 2017). Scholars who permit the fine sanction include the Hanbali school, the majority of the Maliki school, some scholars from the Hanafi school, and some from the Shafi'i school, who argue that a judge may impose a fine as a punishment if, after consideration, it is the most appropriate penalty for the offense (Kharismaputra, 2017).

One of the legal bases used in this case is the Hadith narrated by An-Nasa'i from Bahz bin Hukaim concerning the *zakat* (alms) of camels, where the Messenger of Allah Swt. said: "*Whoever pays the zakat of his camels obediently will receive the reward for it, and whoever refuses to pay it, I will take it, along with a part of his property as a fine and as a punishment from our Lord*" (As-Suyuti, n.d.).

Scholars who permit the implementation of fines argue, based on this Hadith, that the Messenger of Allah Swt. explicitly applied a fine to anyone who refused to pay their *zakat* (Kharismaputra, 2017).

According to some scholars, the fine is not permitted to be imposed as *ta'zir* because the fine penalty that was valid in early Islam was nullified by the Hadith of the Messenger of Allah Swt. narrated by Ibnu Majah, "*There is no (claim to) another person's property within one's wealth except for zakat*" (Al-Qozwini, n.d.).

Based on the concept of Positive Law, this sanction in the form of a fine is permissible and there is no debate regarding this (consensus), which differs from Islamic law where there are differing opinions among scholars regarding the permissibility of implementing fines (Aziz, 2018). A late payment fine (late charge) is a consequence of delayed payment of the claim, which is then recognized as a social fund. The obligation here means that the customer must pay the debt claim because they have transacted with the Islamic bank.

In debt transactions, the handover of a sum of money is for it to be returned at the agreed time with the same amount. The 'same amount' means the returned debt is equal to the nominal amount (Syarifuddin, 2003). There must be no addition in this repayment, because if there is an addition, this constitutes the practice of *riba*, which is forbidden by Allah Swt. The borrower is only obligated to return the exact nominal amount borrowed (Syaikh Abdurrahman as-Sa'di, 2008).

فَاِنْ لَّمْ تَفْعَلُوْا فَأْذَنُوْا بِحَرْبٍ مِّنَ اللّٰهِ وَرَسُوْلِهٖۚ وَاِنْ تُبْتُمْ فَلَكُمْ رُءُوْسُ اَمْوَالِكُمْۚ لَا تَظْلِمُوْنَ وَلَا تُظْلَمُوْنَ

In the aforementioned verse, Allah Swt. explicitly condemns the perpetrators of *riba* (usury). Not only the perpetrator but also the giver of *riba*, the writer of the *riba* contract, and the witnesses of *riba* are all equally sinful. The Messenger of Allah Swt. even likened the sin of *riba* to the sin of a person who has committed adultery 36 times, and the gravest form of the sin is likened to a person committing incest with their own mother (Chapra, 2000).

If such an event occurs, any excess payment over the actual (principal) amount borrowed falls into two categories. *First*, the excess was not stipulated at the time of the contract agreement. This means that if the excess payment made by the debtor was not a required condition of the agreement, then the excess is permissible (*halal*), in fact, it is considered an act of goodness on the part of the debtor (Huda & Zakiyah, 2019). *Second*, the excess was stipulated at the beginning of the agreement as a condition for the debtor, in this case, the excess is forbidden (*haram*) (Aziz, 2018).

DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling, from the perspective of its *istinbath* (derivation of legal rulings) method, aims to be precautionary (*sadd al-dhari'ah*) and to prevent possible misuse of authority by the trustee, which could lead to the failure of the contract's objective/performance. The concept of *maslahah* (public interest) itself can be approached through two methods, *maslahah* viewed from the perspective of its *illah* (legal cause) and *maslahah* viewed from the *maqashid* (higher objectives of sharia). *Maslahah* from the *illah* perspective involves assessing the beneficial value of a matter/ruling based on the existing *illah* for which the ruling was established. *Maslahah* from the *maqashid* perspective means assessing the beneficial value of a matter or ruling from the standpoint of the intent and objective for which the ruling was established (Akbar & Husaini, 2000).

The fine imposed on customers is based on the principle of *ta'zir* and is intended for correction, aiming to discipline the customer in fulfilling their obligation to pay their debt claim. Furthermore, the money resulting from the late payment fine will not be recognized as income but will be recognized as a social fund (DSN-MUI, 2020). The value of the nominal amount does not solely originate from the customer as the debtor

but is based on mutual agreement. Based on this mechanism, the fine for late debt payment is considered permissible.

Based on the above conclusion, DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling is debated. Arguments based on Al-Qur'an and Hadith indicate that fines are prohibited because they constitute *riba*, and Allah Swt. and His Messenger explicitly wage war against *riba* perpetrators (*haram*). However, some scholars and academics argue that the fine within the actual costs for rescheduling is permissible, provided it does not contain elements of *riba*, and the proceeds from the fine are not recognized as IFI income but are channeled as a social fund. The application of the *maslahah* principle in DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Rescheduling is aimed at precaution or avoiding misconduct by the trustee, which would jeopardize the fulfillment of the contract's objectives/performance.

There is an argument that DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling is not entirely compliant with Islamic law because the actual cost is essentially equivalent to a fine, which is prohibited in Islam. Based on Al-Qur'an and Hadith, fines are prohibited because in a debt contract, the lender is only entitled to the principal loan amount, and no addition/excess is allowed. Any addition taken from the borrower constitutes *riba*, even if the borrower is capable and willing to accept the addition and it was stipulated at the beginning of the contract. The actual cost referred to can be used as a diversion under the term administrative fee, and the revenue from this actual cost may be recognized as income and not deposited into a social fund, whereas a fine for any reason is considered *riba*, the practice of which is forbidden in Islam.

Positive Law Analysis of DSN-MUI Fatwa No. 134 of 2020

The DSN-MUI *Fatwa* No. 134 of 2020 concerning Actual Costs Due to Billing Rescheduling, despite being issued by a non-governmental institution, holds significant legal force within the Indonesian positive law system. This power originates from Law No. 21 of 2008 on Islamic Banking, which mandates all Islamic Financial Institutions (IFI) to operate based on sharia principles. The DSN-MUI is recognized as the authorized body to establish these sharia principle *fatwa* (Rasji & Ichsandi, 2024). Consequently, this *fatwa* hierarchically becomes a mandatory compliance guideline for IFI, and failure to adhere to it can be construed as a regulatory violation (Tamam, 2021).

The *fatwa* integration into positive law is reinforced by the role of the Financial Services Authority (OJK). The OJK, as the regulator of the financial services sector, consistently refers to and requires IFI to comply with DSN-MUI *fatwa* in various OJK

Regulations related to IFI products and governance. Thus, DSN-MUI *Fatwa* No. 134 of 2020 is not merely a matter of "*sin and reward*" but has become a regulatory compliance standard that must be fulfilled. Should IFI violate the *fatwa* provisions regarding actual costs, which must be reasonable and genuine, they are potentially subject to OJK sanctions, just like any other POJK violation.

Substantively, in Civil Law, DSN-MUI *Fatwa* No. 134 of 2020 serves as a constraint to ensure the validity of the contract conducted by the IFI remains intact (Pamungkas & Zulfikar, 2021). The core of the *fatwa* permits the imposition of actual costs resulting from rescheduling while strictly prohibiting the increase of the remaining claim amount, as this constitutes *riba* (*faskh al-dain* / *qalb al-dain*) (I et al., 2025). This ensures that the financing agreement meets one of the essential conditions for a valid contract under Article 1320 of the Civil Code (Firdaus et al., 2024), which is having a lawful cause. Without this *fatwa*, the IFI practice of charging fees during rescheduling would be vulnerable to being considered a prohibited practice of *riba* and concurrently invalid under Civil Law.

Furthermore, this *fatwa* incorporates a very strong consumer protection dimension. By establishing criteria that actual costs must be traceable, reasonable (Arm's Length Principle / ALP), and only cover costs genuinely incurred for handling problematic receivables (e.g., notary fees or collection services), the *fatwa* protects customers from the imposition of fictitious or excessive fees. This aligns with the spirit of the consumer protection law and guarantees the principles of transparency and fairness in the civil relationship between the IFI and the customer (Nurbaitillah et al., 2025).

In conclusion, the analysis from the perspective of Positive Law indicates that DSN-MUI *Fatwa* No. 134 of 2020 is a mandatory provision that acts as a bridge between sharia principles and the national regulatory framework. It ensures that billing rescheduling activities in IFI proceed ethically, fairly, transparently, and, most importantly, in accordance with the demands of OJK regulations and the Islamic Banking Law, while simultaneously protecting customer interests from *riba*-based practices.

Conclusion

The analysis shows that DSN-MUI *Fatwa* No. 134 of 2020, as a continuation of DSN-MUI *Fatwa* No. 48 of 2005, is based on the sharia principle that permits the action of rescheduling troubled financing. The legal basis for this is Al-Qur'an surah Al-Baqarah verse 280 command to grant respite to a person in debt difficulty, which aligns with the objective of Islamic banking to support justice and solidarity. However, this

permission comes with an absolute, non-negotiable condition, IFI are strictly prohibited from increasing the customer's remaining debt claim. Any addition to the principal debt during rescheduling is categorized as the practice of *riba* (*faskh al-dain* or *qalb al-dain*), which is strictly forbidden in Islam. Although DSN-MUI *Fatwa* No. 134 of 2020 explicitly prohibits debt increase, it permits the imposition of actual costs incurred by the IFI during the rescheduling process, subject to strict criteria such as being traceable and reasonable. This is the main point of controversy in contemporary *fiqh* review. The general *fiqh* maxim states, "*every loan that yields a benefit is riba*" (*kullu qardhin jarra manfa'atan fahuwa riba*). Therefore, the majority view among scholars opposes the imposition of additional costs or fines (including actual costs) on debt. Scholars who permit the practice of fines (based on the principle of *ta'zir* for capable customers who delay payment) impose a strict condition: the fine or cost must not be recognized as IFI income but must be channeled purely as a social or charitable fund. Based on the controversy outlined above, the research concludes that DSN-MUI *Fatwa* No. 134 of 2020 is potentially not fully compliant with the essence of the prohibition of *riba* in debt contracts if the practice in the field shifts the actual costs (fines) into administrative fees and includes them as IFI income. If the imposed actual costs are not separated and allocated to a social fund account, the *fatwa* fails to meet the minimal sharia prudence requirements set by contemporary scholars. Therefore, to ensure perfect sharia compliance, the IFI must guarantee transparency in the allocation of these actual costs, ensuring that any excess beyond genuine operational costs is entirely channeled for public interest or charity.

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