

Analysis of Mitraguna Financing for Civil Servants through Take Over Mechanism at Bank BSI

Nursalam Rahmatullah
UIN Datokarama Palu, Indonesia
Email: nursalamrahmatullah@uindatokarama.ac.id

Abstract

Bank Syariah Indonesia (BSI), as an Islamic financial institution, provides takeover financing services to facilitate the transition of customers from conventional banks to Sharia-compliant banking. One of its flagship products, the Mitraguna facility, has attracted significant public interest in switching to the Islamic financial system. This study aims to analyze the legal compliance of Bank Syariah Indonesia in implementing *Fatwa* No. 31/DSN-MUI/VI/2002 on Debt Transfer, issued by the National Sharia Council of the Indonesian Ulema Council (Dewan Syariah Nasional Majelis Ulama Indonesia / DSN-MUI), particularly in the context of takeover financing through the Mitraguna facility for civil servants. Using a normative-empirical method with a descriptive-analytical approach, data were collected through interviews with BSI employees (Basuki Rahmat Branch, Palu City), BSI's official website, and library research. The findings indicate that the implementation of takeover financing at BSI through the Mitraguna facility aligns with the provisions of the fatwa, specifically through the use of the *musyarakah mutanaqisah* (MMQ) contract, which corresponds to Alternative II outlined in the DSN-MUI fatwa. This research is expected to contribute to the development of Sharia economic law and serve as a reference for ensuring Sharia compliance in Islamic financial institutions.

Keywords: Mitraguna; Civil Servants; Takeover Financing; Bank Syariah Indonesia

Abstrak

Bank Syariah Indonesia (BSI) sebagai lembaga keuangan syariah memiliki tanggung jawab untuk menerapkan prinsip-prinsip syariah dalam setiap produk dan layanannya, termasuk dalam pembiayaan take over yang bertujuan membantu nasabah beralih dari bank konvensional ke bank syariah. Salah satu fasilitas yang banyak menarik perhatian adalah Mitraguna, yang menjadi alternatif pembiayaan konsumtif berbasis syariah bagi aparatur sipil negara. Penelitian ini bertujuan untuk menganalisis kepatuhan hukum Bank Syariah Indonesia dalam penerapan Fatwa Nomor 31/DSN-MUI/VI/2002 tentang Pengalihan Utang, yang dikeluarkan oleh Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI), dalam implementasi pembiayaan take over melalui fasilitas Mitraguna. Penelitian ini menggunakan metode normatif-empiris dengan pendekatan deskriptif-analitis, di mana data diperoleh melalui wawancara dengan pegawai Bank Syariah Indonesia Cabang Basuki Rahmat Kota Palu, situs resmi BSI, dan studi pustaka. Hasil penelitian menunjukkan bahwa pelaksanaan pembiayaan take over melalui fasilitas Mitraguna telah sesuai dengan ketentuan dalam fatwa, khususnya melalui penggunaan akad musyarakah mutanaqisah (MMQ) yang sejalan dengan alternatif II dalam Fatwa DSN-MUI tersebut. Penelitian ini diharapkan dapat memberikan kontribusi terhadap pengembangan ilmu hukum ekonomi syariah serta menjadi dasar evaluatif bagi Bank Syariah Indonesia dalam menjaga kepatuhan syariah di lingkungan lembaga keuangan Islam.

Kata Kunci: Mitraguna; Pegawai Negeri Sipil; Take Over; Bank Syariah Indonesia

Introduction

The establishment of PT Bank Syariah Indonesia Tbk (BSI) on February 1, 2021, through the merger of PT Bank Syariah Mandiri, PT Bank BNI Syariah, and PT Bank BRIsyariah Tbk, marked a major transformation in Indonesia's Islamic banking sector. Inaugurated by President Joko Widodo, BSI became the largest Islamic bank in the country, combining strengths to expand service reach and capital capacity (BSI, 2021). By September 2024, total Islamic financial assets had reached IDR 2,744 trillion, with projections rising to between IDR 3,157.9 trillion and IDR 3,430.9 trillion in 2025—an 11.9% year-on-year increase—highlighting BSI's central role in driving the halal economy and Sharia finance (BSI, 2024a). This strategic position is further strengthened by regulatory support, including OJK Regulation No. 17 of 2024 on bullion banking, which opens new opportunities for BSI to lead innovation in gold-based Sharia financial services.

This achievement can be obtained by Bank BSI through various attractive marketing strategies, including through Hujan Rezeki BSI Mobile which utilizes the function of technology as an effort to increase sharia inclusion, so that as of June 2024, it was recorded that Bank Syariah Indonesia experienced an increase in BSI mobile transactions by 45.02% on an annual basis with a total of 7.1 million BSI Mobile users (BSI, 2024b). In addition, Bank Syariah Indonesia also received many awards through the mitraguna facility which is considered to have contributed to increasing public interest in Islamic finance because the product features the concept of a modern and innovative financial institution (Hutabarat et al., 2024).

The rapid growth of Islamic banking in Indonesia reflects the increasing public interest in Sharia-compliant financial systems. This trend is supported by various studies. Ichsan and Fitri (2023) found a positive correlation between public interest and the transformation of conventional financial institutions into Islamic ones (Ichsan & Fitri, 2023). Oktaviani (2020) identified three main reasons behind customers' switching behavior: the availability of wadiah-based savings accounts free from administrative fees, the absence of usury elements, and the appeal of promotional offers. Furthermore, Oktavina and Ansori (2024) concluded that switching intention is significantly influenced by push factors such as dissatisfaction with conventional banking services and pull factors such as Sharia values and product innovation, although mooring factors showed a significant yet negative impact (Oktavina & Ansori, 2024).

With the high public interest in the Islamic financial system, Islamic banking institutions are required to continue to maintain and improve the quality of their products and services

(Bakhri, 2021). Especially in the implementation of Islamic principles in every financial facility offered to the public. Both through the regular system and through the takeover system which is generally applied to financing facilities.

Takeover facilities that are usually used as a means for the community to switch financial systems, from conventional financial systems to Islamic financial systems, generally occur in financing facilities, both consumptive and productive in nature (Delya Ramdaniyah, 2019; Setyawan, 2024). But keep in mind that the transfer of financing facilities from conventional financial systems to Islamic financial systems must be more thorough and careful, especially in the aspect of implementing contracts that are in accordance with the type and purpose of financing used at the original bank.

In the Islamic financial system, contracts such as murabahah, musyarakah mutanaqisah, and al-ijarah al-muntahiyah bi al-tamlik are commonly applied to facilitate asset-based transactions, in contrast to the interest-based lending practices of conventional finance. To ensure Sharia compliance in transferring financing from conventional to Islamic financial institutions, the National Sharia Council of the Indonesian Ulema Council (Dewan Syariah Nasional Majelis Ulama Indonesia / DSN-MUI) issued Fatwa No. 31/DSN-MUI/VI/2002 on Debt Transfer. This fatwa provides a legal and ethical framework for implementing such transfers through appropriate and transparent contractual structures. It outlines four alternative contract combinations—such as qardh with murabahah, or ijarah with qardh—designed to ensure that ownership of the financed asset can be lawfully transferred to the customer. The guidance set forth in this fatwa has become a key reference for Islamic financial institutions, including in the application of takeover schemes such as the Mitraguna financing facility at Bank Syariah Indonesia (DSN-MUI, 2002).

The implementation of takeover financing at one of the Bank BSI branches in Palu City indicates a potential gap between the debt transfer mechanism stipulated in DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 and its practical application. Most customers utilizing the Mitraguna facility are civil servants, and the financing process involves assessing whether the proposed ceiling exceeds the outstanding repayment at the previous institution. This procedural approach reflects operational considerations that may require further evaluation to ensure full alignment with the sharia-compliant structure mandated by the fatwa.

This practice suggests that the benchmark for granting takeover financing is primarily based on the difference between the financing ceiling proposed at Bank BSI and the outstanding repayment at the previous (conventional) bank. Ideally, if the financing is structured under a sharia-compliant debt transfer scheme, the amount disbursed by the Islamic financial institution

(LKS) should be equivalent to the amount required for settlement at the conventional financial institution (Lembaga Keuangan Konvensional / LKK). Any excess in the financing ceiling would necessitate a separate contract to justify the additional funds in accordance with Sharia principles. Hence, a more in-depth analysis is needed to evaluate whether the mechanism applied in the Mitraguna facility's takeover process at Bank BSI fully adheres to the standards outlined in DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002, particularly in terms of contract structure, object of financing, and compliance with Islamic legal norms.

Several previous studies have addressed issues related to debt transfer and takeover financing in Islamic banking. Fadillah and Widyananto (2024) examined the application of DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 at Bank BRI Syariah, focusing on its procedural implementation. Almavira (2021) investigated the use of the *hiwalah* contract in house takeover transactions at Bank Jabar Banten Syariah Pandeglang (Almavira et al., 2021). Ayu (2022) analyzed the application of the *qardh* contract in takeover financing at Bank Syariah Indonesia (Ayu et al., 2022). In addition, Azizah and Kurniawan (2023), as well as Fadhillah and Tambunan (2022), explored the implementation of *murabahah* contracts within Mitraguna financing products at Bank BSI (Azizah & Kurniawan, 2023; Fadhillah & Tambunan, 2022). Building upon these studies, the present paper seeks to explore the specific mechanism of takeover financing under the Mitraguna facility at Bank Syariah Indonesia and to assess the extent of its compliance with DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 on Debt Transfer, along with its legal implications.

This study is important as it addresses a practical gap between the normative provisions of DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 and the actual implementation of takeover financing through the Mitraguna facility at Bank Syariah Indonesia. While previous studies have focused on specific contracts or institutions, this research offers a novel contribution by critically analyzing the compliance of a widely used consumer financing product with Sharia principles, particularly in the context of debt transfer mechanisms. The study provides fresh insights into how Islamic financial institutions can strengthen legal and operational alignment with Sharia in real-world financing practices.

Methods

This research uses the type of normative-applied-law research so that the implementation or implementation of a legal provision, norm, or rule in every legal event that occurs in society as an effort to achieve predetermined goals becomes the focus of this research, (Muhaimin, 2020) or can be understood as a research that seeks to examine what is behind an event that

appears from the legislation (something behind the law) (Nugroho & dkk, 2020). Specifically, this research investigates the application of the DSN-MUI Fatwa Number: 31/DSN-MUI/VI/2002 concerning Debt Transfer, hereinafter referred to as the DSN-MUI Fatwa on the mitraguna financing facility with a takeover scheme at Bank BSI Basuki Rahmat Branch, Palu City. Then the primary data used in this research was obtained directly through an interview process with Bank BSI employees related to the mechanism of take over financing and searches on the official website of Bank BSI. While secondary data consists of library materials (Qamar & Rezah, 2020) contained in law books and legal articles (Solikin, 2019). While the data collection techniques used, namely interviews and documentation analysis. Data analysis uses data reduction, where the data obtained will be summarized, sorted, and focused on important things to find themes and patterns (Saleh, 2017).

Take Over in Islamic Financing

The term Take over is absorbed from English which means “to start doing a job or being responsible for something that another person did or had responsibility for”, (*Cambridge Dictionary*, n.d.) or hiwalah in Arabic which means al-Intiqal (moving), transfer of rights or obligations carried out by someone (Himah et al., 2023), where the Arab community generally says “hala ‘anil ‘ahdi”, namely avoiding responsibility (Eka Nurazizah, 2021). Meanwhile, in terminology, the Hanafiyah scholars define al-hiwalah by transferring (al-naqlu) prosecution or collection from the party who owns the debt (*al-madin*) to the dependents of al-multazim (who is obliged to pay the debt, in this case is al-Muhal 'alaihi) (Setyaningtyas et al., 2023). A similar thing was also put forward by the Hanabilah scholars, that al-hiwalah is the transfer of debt from the responsibility of the muhil to the responsibility of the *muhal 'alaihi* (Adnan, 2022). Where in civil law, this practice is known as subrogation, which is an institution that allows for the replacement of creditors or debtors. And on a broader scale, the term takeover / hiwalah is not only relied on the subject of people but on a corporate body that makes acquisitions of other companies (Lailatul Hidayah et al., 2024).

In the context of banking, this term is understood as an effort to take over credit or financing from one bank to another bank which is only applied to repayment of credit or financing, whether accompanied by additional (top up) or not (Bank Indonesia, 2015). Where the installments of the remaining principal of the customer's credit from the first lending bank will continue at the bank that takes over the financing (Maulida et al., 2021). This is done so that suppliers / borrowers receive assistance in the form of cash capital to continue their business activities and banking institutions receive fees for the debt transfer services provided

(Eka Nurazizah, 2021). Then in the Islamic financial system this term is known as takeover, which in practice applies various alternative debt transfer schemes based on the Fatwa DSN-MUI.

However, it should be noted that the basic principle of the hiwalah contract is a contract that facilitates the transfer of obligations in terms of debt payment between the first party as the debtor and the second party as the debtor to be between the first party and the third party, due to the third party's debt to the second party. However, in banking practice, the hiwalah/takeover mechanism occurs without the existence of receivables first, but due to a financing request to make debt repayments at a financing institution.

In the conventional interest-based financial system, loan credit for both consumptive and productive purposes is disbursed through lending and borrowing contracts (Fitriani, 2017; Samad, 2004), while in the Islamic financial system, the contracts used are murabahah murabahah bil wakalah and several hybrid contracts such as musyarakah mutanaqisah, al-ijarah al-muntahiyah bi al-tamlik, and mudharabah musytarakah (Hasni & Udzma, 2023). These agreements are generally often used to facilitate customers in applying for financing for consumptive and productive objects/assets but are not intended for financing services, such as education, health and traveling expenses. Thus, the transfer of the financial system from conventional financial institutions (LKK) to Islamic financial institutions (LKS) must pay attention to the object and purpose of the financing facilitated. This is due to the contract used by Islamic financial institutions in the implementation of takeover, is a hiwalah / debt transfer contract with an object / asset financing scheme as stated in DSN-MUI Fatwa Number: 31/DSN-MUI/VI/2002 concerning Debt Transfer.

One of the emerging needs in modern society is the availability of financial services that facilitate the transition from conventional-based transactions to financial systems that comply with Sharia principles. Recognizing this urgency, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa No. 31/DSN-MUI/VI/2002 on Debt Transfer as a guideline for Islamic financial institutions (IFIs) to respond to public demand through Sharia-compliant financial products.

This fatwa was formulated based on several *nash syar' i* (scriptural texts), including the command to fulfill contracts as found in QS. al-Mā'idah [5]: 1 and QS. al-Isrā' [17]: 34, as well as the clear statement in QS. al-Baqarah [2]: 275 that Allah has permitted trade and prohibited usury. Moreover, the principle of mutual cooperation in righteousness and piety (QS. al-Mā'idah [5]: 2) serves as a normative basis for debt transfer practices that aim to provide fair and sustainable financial solutions (Departemen Agama RI, 2019; DSN-MUI, 2002).

The fatwa also refers to various Hadiths of the Prophet Muhammad (peace be upon him) which affirm the legitimacy of contracts in Islam as long as they do not contradict the Sharia, and the prohibition of causing harm in financial transactions. In addition, the fatwa is reinforced by established *fiqh* (Islamic jurisprudence) maxims that emphasize the permissibility of transactions in principle, the necessity of ease in hardship, and the acceptance of customary practices that do not conflict with Islamic teachings.

In Indonesia, as per the Fatwa of DSN-MUI on debt transfer, the practice of takeover is done by applying four alternative schemes as follows:

1. The first alternatives are; a) Islamic financial institutions provide financing in the form of loans to clients to settle their debts so that the property acquired through the loan can be fully owned. b) The client then sells the property mentioned in the first point to the Islamic Financial Institution in order to repay the loan from the proceeds of the sale of the property. c) The LKS sells the property that now belongs to the client through a murabahah contract with installment payments.
2. The second alternatives are; a) The Islamic financial institution, after obtaining a license from the conventional financial institution, acquires a portion of the client's assets to acquire joint ownership rights over the assets. b) The share of assets purchased by the Islamic Financial Institution as stated in the first point is equivalent to the debt (remaining installments) of the client to the Conventional Financial Institution. c) The LKS then offers back part of the assets owned to the client through the murabahah system, with payment in installments.
3. The third alternatives are; a) To obtain full ownership of the property, an ijarah contract can be entered into between the client and the LKS. b) If necessary, the LKS is allowed to help fulfill the client's obligations by applying the principle of al-qardh. c) The Ijarah contract mentioned in the first point should not be associated with providing assistance in the form of temporary loans as described in the second point. 4) In addition, the amount of compensation for ijarah services mentioned in the first point cannot depend on the amount of temporary loans that LKS has provided to clients.
4. The last alternatives are; a) The client obtains financing from the LKS to settle his debt on a property so that the property acquired with the loan is fully owned by him. b) The client then sells the property mentioned in the first point to the LKS to pay off the loan obtained from the sale of the property. c) LKS with an al-Ijarah al Muntahiyah bi al-Tamlik contract, leases the property that is now his property to the client.

Meanwhile, in the Compilation of Sharia Economic Law (KHES), the provisions of hiwalah are regulated in articles 362-372. Some of them regulate the technical implementation of the hiwalah contract, namely that the borrower must first inform the lender that he will transfer his debt to another party followed by an agreement between the borrower, the lender, and the recipient of the debt transfer / hiwalah. In addition, in the implementation of the hiwalah contract, it is not required that there is a debt between the hiwalah recipient and the borrower, and this is what happens in takeover facilities in Islamic financial institutions (Mahkamah Agung, 2008).

Thus, in the transfer of debt, Islamic banks must use at least two contracts in the implementation of the takeover. For example, in the first alternative, the transfer of debt can be done using a qardh contract to pay off the debt at the original bank, followed by a murabahah contract for new financing and the second alternative can be a bai'-shirkah al-milk contract followed by a murabahah contract. Each of these alternatives is designed to facilitate the transfer of debt from conventional banks to Islamic banks, but must remain in accordance with sharia provisions regarding the object and purpose of financing. The fatwa also emphasizes that the hiwalah or debt transfer contract must be done transparently with the customer, including in terms of administrative costs or profit margins.

Contemporary scholars, such as Wahbah Az-Zuhaili and Yusuf Al-Qaradawi, also emphasize the importance of debt transfer in Islamic banking to keep it free from usury. They argue that the transfer of debt in Islamic banking must pay attention to the purpose of benefit and the balance of rights between banks and customers (Az-Zuhaili, 2012; Qaradāwī, 1984). Meanwhile, Az-Zuhaili emphasizes that in the hiwalah contract, there must be contracts that are in accordance with the characteristics and objectives of Islamic financing, such as avoiding exploitation of customers. In their view, hiwalah contracts must create clear legal responsibilities between the party transferring the debt and the recipient of the debt.

On the regulatory side, Law No. 21/2008 on Islamic Banking also supports the implementation of takeovers in accordance with sharia principles. This law provides a legal basis for Islamic banks to implement contracts that are free from usury, gharar (uncertainty), and maysir (excessive speculation), and emphasizes that all Islamic banking transactions must be based on contracts that are in accordance with Islamic law (Law, 2008). Based on this law, Islamic banking is obliged to ensure that every financing product, including takeovers, remains within the sharia framework and must comply with the applicable provisions in the DSN-MUI fatwa and regulations from the Financial Services Authority (OJK).

BSI Mitraguna Facility

The Mitraguna facility is a financing facility intended for customers who have collaborated with Bank Syariah Indonesia. This provision is made so that the bank and customers can obtain convenience in the administration of installment payments through the payroll system - payroll deductions so that the application does not require collateral (BSI, 2021; Nadya Namora Hutabarat & Sugianto Sugianto, 2024).

This Mitraguna facility consists of two types, the first is the Mitraguna Berkah Financing facility, the second is the Mitraguna Online Financing facility. The Mitraguna Berkah Financing facility is provided by Bank Syariah Indonesia to the state civil apparatus (ASN) or to permanent employees of a company, state institution, foundation or other business entity that can be submitted in groups or individually. While the Mitraguna Online Financing facility is provided to permanent employees who have a payroll payroll system through Bank BSI to obtain financing services for various halal needs and does not require collateral as a condition for receiving financing services.

In its implementation, the financing facility uses a sharia refinancing contract with al-Bai' scheme in the framework of musyarakah mutanaqishah (MMQ) which is intended for the purchase of assets such as electronic goods, cellphones, cars, motorcycles, furniture, cameras, land, and also a building. (Ibrahim & Hasan, 2023a)

The details of the provisions related to mitraguna berkah financing, namely: 1) Customer Segment: ASN BO2 segment customers, state institutions, TNI / POLRI, BUMN & Group, doctors and hospital employees, and private companies. 2) Customer Benefits: Financing up to Rp 1.5 billion, tenor up to 15 years, no collateral, fixed installments until the financing is paid off. 3) Customer requirements for mitraguna berkah financing: Indonesian citizen, minimum age of 21 years or married, max. age at maturity of financing max. 58 years old or have not retired before the maturity of the financing. 4) Submission requirements: Application form, copy of ID card, copy of spouse / family card (if married), copy of NPWP, copy of employee decree, copy of income document, copy of account mutation and license to practice for doctors 5) Financing scheme: The contract schemes used in mitraguna berkah financing include murabahah, ijarah, and musyarakah mutanaqishah (MMQ).

As for Mitraguna Online Financing, it can be done with the following conditions: 1) Customer Segment: Special for ASN employees of ministries / institutions (BO2) BSI payroll and BSI employees and selected SOEs including Pertamina, PLN, Semen Indonesia, Bukit Asam, Telkom, and PGN). 2) Minimum and maximum application: Minimum IDR 10,000,000 and maximum IDR 100,000,000. 3) Financing period: Minimum 1 year and maximum 8 years.

4) Financing scheme: Akad al ba'i al musyarakah mutanaqisah, which is a refinancing contract for customer assets (Adha & Rahayu, 2024).

Then, to make it easier for the public to access these services, BSI launched mitraguna financing through the BSI mobile application, so that applying for financing does not require customers to come directly to the bank (Hidayatullah et al., 2023) so that it becomes an easy, safe and fast financing alternative while maintaining the principles of privacy and confidence of its users (Ibrahim & Hasan, 2023b). To optimize its marketing, BSI Bank collaborates with various agencies in order to introduce its products, as well as lobbying or communicating with elements of the company's leadership or treasury (Tuti Anggraini, 2021).

BSI Bank Financing Take Over Mechanism on Mitraguna Facility

Basically, the implementation of takeovers at Bank Syariah Indonesia banks refers to the type of facility desired by the customer. So if the customer wants to apply for financing at the mitraguna facility, the contract used is the contract stated in the provisions of the mitraguna facility:

“Actually, the type of takeover, refers to the type of financing that the prospective customer is interested in, if he takes a civil servant financing loan, here there are many financing, for example mitraguna financing, pre-retirement, retirement. But a lot of takeovers are for civil servants”, such as mitra guna MF (2024).

Based on this statement, it can be understood that the mechanism for applying for takeover financing at the mitraguna facility will adjust to the original provisions of the mitraguna financing facility. The mechanism for applying for the mitraguna facility is as follows: First, customers applying for the Mitraguna facility for takeover financing at Bank Syariah Indonesia are required to submit several documents, including details of their existing financing at conventional banks, salary slips or proof of income, and other supporting materials to assess their financial condition. Prior to formal submission, the bank actively collects information regarding the purpose of the financing and the total repayment amount required by the original bank. If the financing ceiling requested at BSI exceeds the outstanding repayment at the previous institution and is deemed feasible, the application may proceed to the next stage.

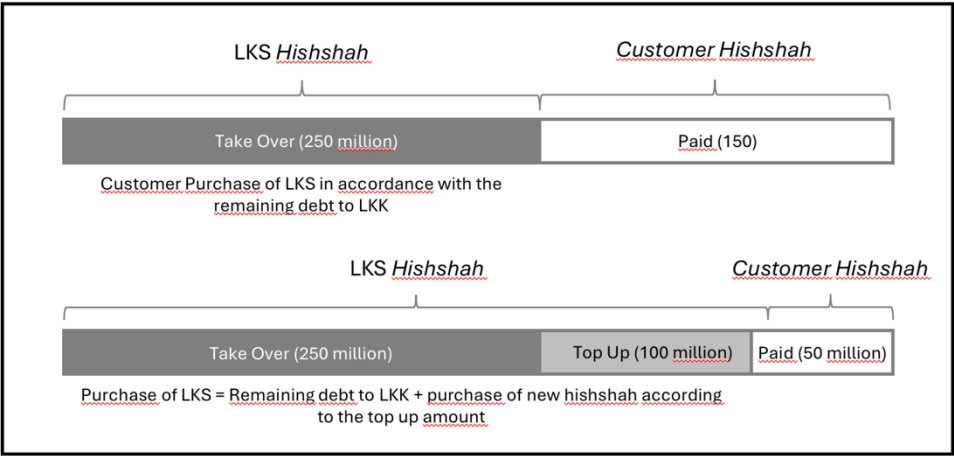
Second, assessment of financing feasibility. At this stage, Bank BSI analyzes the customer's financing condition at the original bank. This assessment includes: 1) The quality of timeliness of payments to ensure that the customer is not included in the list of customers who have a bad reputation, 2) The number of installments that must be repaid. 3) The customer's financial capability, including monthly income, other liabilities, and eligibility for new

financing. After the data and documents have been checked, BSI Bank calculates the financing ceiling to be provided. This ceiling must be sufficient to pay off the remaining debt at the conventional bank so that the financing can be fully transferred to BSI (Kharazi et al., 2022).

Third, after the financing application is approved, the disbursed funds at Bank Syariah Indonesia are partially blocked in an amount equivalent to the outstanding debt at the original bank. The customer then withdraws these blocked funds at the BSI teller and proceeds independently to the previous bank to complete the repayment process. In this stage, BSI does not directly engage with the original bank; instead, the customer handles the repayment by interacting with the bank’s marketing staff and making the necessary deposit at the teller counter, which is where the debt settlement is finalized.

Based on the description above, it is known that customers apply for financing that exceeds the total amount of repayments available to LKK, which then if the application is approved, the customer will make withdrawals and repayments to LKK for the amount of debt that has not been resolved. Thus it can be understood, that if the scheme used by BSI bank is a musyarakah mutanaqisah contract, it is necessary to taqwim al-urudh the object to be financed to ascertain what percentage of hishshah will be owned by the LKS with the additional amount of financing in addition to the total repayment made to LKK.

This is in line with the provisions listed in attachment 27. Non-Collateral MMQ Object Valuation Report, letter A number 3 (top up financing) and 4 (valuation of MMQ objects) of Bank Syariah Indonesia which explains that the bank will conduct taqwim al-'urudh on MMQ objects and if the customer makes a top up, the bank buys back the customer's hishshah portion at the top up value, so that the bank's portion becomes the total portion of the existing outstanding principal plus the top up portion. Here is the picture:



Picture 1. Illustration of hishshah before and after topping up

Then if a customer wants to own the entire object or asset owned by the LKS, then he must buy it back according to the agreement between the two parties. This is stated in the provisions of Fatwa DSN-MUI No. 73/DSN-MUI/XI: 73/DSN-MUI/XI/2008 regarding Musyarakah Mutanaqisah, in which the first party (one of the sharks, LKS) is required to promise to sell all of its hishshah gradually, and the second party (the other shark, the customer) must buy it. And this process must be carried out based on a mutually agreed deal. When the sale payment is completed, the entire hishshah of the LKS as a sharer will transfer to the other sharer (customer).

This is in line with the alternative scheme II in the DSN-MUI fatwa on Debt Transfer, where the LKS will acquire part of the customer's assets with the approval of the LKK, so that syirkah al-milk is formed between the LKS and the customer on these assets. Meanwhile, the part of the assets taken by the LKS from the customer is the part that is equivalent to the debt (remaining installments) of the customer to LKK. If a top up scheme is used in the takeover application for the mitraguna facility, the purchase cost with a murabaha contract will adjust to the amount of repayment of the remaining debt related to the asset at LKK plus the sale of the new hishshah of asset ownership. Furthermore, the LKS will resell the part of the asset that is owned in murabahah to the customer with an installment payment scheme.

The above analysis confirms that the implementation of the takeover mechanism through the Mitraguna facility at Bank Syariah Indonesia is aligned with the provisions stipulated in DSN-MUI Fatwa No. 31/DSN-MUI/VI/2002 on Debt Transfer. This alignment is reflected in the application of the Musyarakah Mutanaqisah (MMQ) contract, which serves as the underlying contractual framework for the Mitraguna product and corresponds with the fatwa's second alternative scheme for sharia-compliant debt restructuring.

Conclusion

This study found that the implementation of financing through Bank Syariah Indonesia's Mitraguna facility through a takeover scheme still uses the provisions inherent in the mitraguna product facility, namely murabahah, ijarah, and musyarakah mutanaqisah (MMQ) contracts. This is because the implementation of a takeover is highly dependent on the type of financing/facility desired by the customer. In addition, the contracts that apply to these products are basically in line with alternative II in Fatwa DSN-MUI No. 31/DSN-MUI/VI/2002 concerning Debt Transfer which states that the LKS buys part of the customer's assets, with the permission of the LKK, so that thus, there is syirkah al-milk between the LKS and the customer on these assets. The mechanism for transferring part of the assets that have transferred

ownership to the LKS can be owned again by the customer through the murabahah contract procedure in installments or can be termed a musyarakah mutanaqisah scheme.

Furthermore, what is related to the addition of funds to the takeover facility is in accordance with the provisions stipulated in attachment 27. Non-Collateral MMQ Object Valuation Report, where in the explanation of letter A number 3 (top up financing) & 4 (MMQ object valuation) explains that for top ups, banks can still determine the value of the contract object (taqwim al 'urudh) on MMQ objects to determine the increase in the calculation of the percentage of hishshah that will belong to the bank based on the amount of additional new / top up funds. Thus, the implementation of takeover in the Bank Syariah Indonesia mitraguna facility is in accordance with applicable regulations.

For future development, further research is needed to explore the level of understanding among customers and the wider community regarding the mechanism of debt transfer from conventional financial institutions to Islamic financial institutions. This research should focus on assessing whether the process is well comprehended and implemented in accordance with the provisions of Islamic law, particularly as stipulated in Fatwa Number 31/DSN-MUI/VI/2002 issued by the National Sharia Council of the Indonesian Ulema Council concerning Debt Transfer.

Bibliography

- Adha, M. A., & Rahayu, N. K. (2024). Analisis Strategi Marketing Produk Pembiayaan BSI Griya, BSI Mitraguna dan BSI OTO di BSI Yogyakarta dengan Metode Matriks Boston Consulting Group (BCG). *Jesyia*, 7(2), 1887–1896. <https://doi.org/10.36778/jesyia.v7i2.1692>
- Adnan, P. (2022). Akad Hawalah (Fiqh Pengalihan Hutang). *Azmina: Jurnal Perbankan Syariah*, 1(2), 136–151.
- Almavira, Y., Mahfud, & Jamaluddin. (2021). Implementasi Akad Hawalah Pada Transaksi Take Over Rumah Terhadap Pengalihan Objek (Studi Di Bank Jabar Banten Syariah Pandeglang). *Muamalatuna*, 13(2), 107–120.
- Ayu, D., Arzam, A., & Witro, D. (2022). Klasifikasi Akad Tabarru': Implementasi Akad Qardh Atas Take Over Di Bank Syariah Indonesia. *Asy Syar'iyah: Jurnal Ilmu Syari'ah Dan Perbankan Islam*, 7(1), 31–51. <https://doi.org/10.32923/asy.v7i1.2278>
- Azizah, K., & Kurniawan, N. (2023). Analisis Produk Pembiayaan Mitraguna di Bank Syariah Indonesia (BSI) Kantor Cabang Pembantu (KCP) Banjarnegara Berdasarkan Fatwa DSN

- MUI No:04/DSN/MUI/IV/2000 Tentang Murabahah. *Jurnal Ekonomi Manajemen Akuntansi Keuangan Bisnis Digital (JEMAK-BD)*, 2(2), 137–148.
- Az-Zuhaili, W. (2012). *Fiqh Islam Wa Adillatuhu*, Abdul Hayyie al-Kattani (Jilid 5). Gema Insani.
- Bank Indonesia. (2015). Peraturan Bank Indonesia Nomor 17/10/PBI/2015 tentang Rasio Loan to Value untuk Kredit. In *Bank Indonesia*.
- BSI. (2021). *Tentang Kami*. Bank Syariah Indonesia. <https://www.bankbsi.co.id/company-information/tentang-kami>
- BSI. (2021). Annual Report BSI 2021: New Energy for Indonesia. In *PT Bank Syariah Indonesia, Tbk.* (Vol. 112).
- BSI. (2024a). *Perbankan Syariah Diprediksi Tumbuh Positif pada 2025, BSI Siap Jadi Akselerator Pertumbuhan Ekonomi Nasional*. Bank Syariah Indonesia. <https://www.bankbsi.co.id/news-update/berita/perbankan-syariah-diprediksi-tumbuh-positif-pada-2025-bsi-siap-jadi-akselerator-pertumbuhan-ekonomi-nasional>
- BSI. (2024b). *Transaksi Digital Banking Naik 45%, BSI Apresiasi Nasabah Lewat Hujan Rezeki BSI Mobile*. Bank Syariah Indonesia. <https://www.bankbsi.co.id/news-update/berita/transaksi-digital-banking-naik-45-bsi-apresiasi-nasabah-lewat-hujan-rezeki-bsi-mobile#:~:text=Jakarta%2C%2019%20Juli%202024%E2%80%94PT%20Bank%20Syariah%20Indonesia%20Tbk,Mobile%20sebesar%2045%2C02%25%20secara%20tahunan%20%28year%20on%20year%2Fyoy%29>.
- Cambridge Dictionary*. (n.d.). <https://Dictionary.Cambridge.Org/>.
- Delya Ramdaniyah, A. (2019). *Perspektif Fatwa DSN MUI No. 31 Tahun 2002 dan SEOJK No. 36/SEOJK.03/2015 Terhadap Perjanjian Take Over Kredit Modal Kerja di Bank Syariah [SKRIPSI]*. UIN Syarif Hidayatullah.
- Departemen Agama RI. (2019). *Al-Qur'an dan Terjemahan*. Lajnah Pentashihan Mushaf al-Qur'an Balitbang Kemenag RI.
- DSN-MUI. (2002). Fatwa Dewan Syari'ah Nasional Nomor 31/DSN-MUI/VI/2002 tentang Pengalihan Utang [Fatwa No. 31/DSN-MUI/VI/2002 regarding the Transfer of Debt]. In *Dewan Syari'ah Nasional Majelis Ulama Indonesia*.
- Eka Nurazizah, N. (2021). Implementasi Akad Hiwalah Dalam Hukum Ekonomi Islam Di Perbankan Syariah. *An-Nisbah: Jurnal Perbankan Syariah*, 2(1), 82–99.

- Fadhillah, A., & Tambunan, K. (2022). Mekanisme Pembiayaan Mitraguna Berkah PNS dengan Akad Murabahah pada Bank Syariah Indonesia KCP Tebing Tinggi Sudirman 1. *Regres Journal of Economics & Management*, 2(1), 46–52.
- Fitriani, I. L. (2017). Jaminan dan Agunan Dalam Pembiayaan Bank Syariah dan Kredit Bank Konvensional. *Jurnal Hukum & Pembangunan*, 47(1), 124–138.
- Hasni, H., & Udzma, L. A. (2023). Penerapan Hybrid Contract dalam Aplikasi BSI Mobile Banking (Analisis Hukum Ekonomi Syariah). *Jurnal Kajian Islam Interdisipliner*, 8(1), 39–62. <https://doi.org/10.14421/jkii.v8i1.1347>
- Hidayatullah, M. F., Indahwati, A., Setianingrum, N., & Ahmadiono, A. (2023). Strategi Pemasaran Produk Mitraguna di Bank Syariah Indonesia. *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah*, 6(2), 2836–2842. <https://doi.org/10.47467/alkharaj.v6i2.4123>
- Himah, M. A., Adistalali, M. A., Mufitasari, D. N., & Fadillah, N. (2023). Akad Tabarru' (Qardh, Rahn, Hiwalah). *International Conference on Islam, Law, and Society (INCOILS)*, 1–19.
- Hutabarat, N. N., Inayah, N., & Yanti, N. (2024). Marketing Strategy Product Financing Mitraguna Benefits in Attracting Customer Interest in Shariah Bank Indonesia (BSI KCP Kisanan). *Dinasti International Journal of Education Management And Social Science*, 5(4), 801–808.
- Ibrahim, A. S. M., & Hasan, A. (2023a). Fitur Baru Aplikasi BSI Mobile: Produk Mitraguna Berbasis Online dengan Skema Akad Musyarakah Mutanaqisa (MMQ). *Jurnal Ilmiah Ekonomi Islam*, 9(1), 987–996.
- Ibrahim, A. S. M., & Hasan, A. (2023b). Fitur Baru Aplikasi BSI Mobile: Produk Mitraguna Berbasis Online dengan Skema Akad Musyarakah Mutanaqisa (MMQ). *Jurnal Ilmiah Ekonomi Islam*, 9(1), 987–996.
- Ichsan, I., & Fitri, L. (2023). Pengaruh Konversi Bank Konvensional Menjadi Bank Syariah Terhadap Minat Masyarakat Menjadi Nasabah (Studi Kasus Di Kecamatan Timang Gajah Kabupaten Bener Meriah). *El-Amwal*, 6(1), 43. <https://doi.org/10.29103/el-amwal.v6i1.10726>
- Kharazi, M., Sapparuddin, & Sugianto. (2022). Analysis of Take Over Financing With Reference To DSN-MUI Fatwa No.31/DSN-MUI/VI/2002 Concerning Hiwalah and DSN- MUI Fatwa No.31/DSN-MUI/VI/2002 Concerning Debt Transfer (Case Study at BSI KCP Sigli Madjid Ibrahim). *BIRCY-Journal*, 5(1), 2213–2220.

- Lailatul Hidayah, Z., Adi Saputra, Y., & Anggitaningsih, R. (2024). Prosedur Pelaksanaan Take Over Kredit Umum Pensiun (KUPEN) Di PT Bank Woori Saudara KCP Banyuwangi. *ARDHI: Jurnal Pengabdian Dalam Negri*, 2(1), 87–98.
- Law. (2008). *Undang-Undang Republik Indonesia Nomor 21 Tahun 2008 Tentang Perbankan Syariah [Law of the Republic of Indonesia Number 21 of 2008 concerning Islamic Banking]*.
- Mahkamah Agung. (2008). Kompilasi Hukum Ekonomi Syariah (KHES). In *Direktorat Jenderal Badan Peradilan Agama*.
- Maulida, Y., Sobari, A., & Hakiem, H. (2021). Analisis Implementasi Take Over Pada Pembiayaan Hunian Syariah Studi Kasus Pada Bank Bjb Syariah Cabang Cibinong. *Al-Infaq: Jurnal Ekonomi Islam*, 12(1), 99. <https://doi.org/10.32507/ajei.v12i1.795>
- Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram University Press.
- Nadya Namora Hutabarat, & Sugianto Sugianto. (2024). Analisis Sistem Pembiayaan Mitraguna Pada PT Bank Syariah Indonesia. *Ekonomi Keuangan Syariah Dan Akuntansi Pajak*, 1(2), 47–54. <https://doi.org/10.61132/eksap.v1i2.78>
- Nugroho, S. S., & dkk. (2020). *Metodologi Riset Hukum*,. Oase Group.
- Oktavina, N., & Ansori, M. (2024). Switching intention nasabah bank konvensional ke bank syariah berdasarkan teori push-pull-mooring. *Isoquant : Jurnal Ekonomi, Manajemen Dan Akuntansi*, 8(2), 235–249.
- Qamar, N., & Rezah, F. S. (2020). *Metode Penelitian Hukum Doktrinal dan Non-Doktrinal*. Cv. Sosial Politic Genius.
- Qaradāwī, Y. al. (1984). *The lawful and the prohibited in Islam (Al-halal wal-haram fil Islam)*.
- Saleh, S. U. (2017). *Analisis Data Kualitatif*. Pustaka Ramadhan.
- Samad, A. (2004). Performance of interest-free islamic banks VIS-À-VIS interest-based conventional banks of Bahrain. *International Journal of Economics, Management and Accounting*, 12(2).
- Setyaningtyas, N. A., Nurhuda, A., & Sinta, D. (2023). The Concept of Hiwalah And Dhomman In Islamic Teachings: a Comprehensive Study. *Nternational Journal of Sustainability in Research (IJSR)*, 1(3), 161–170.
- Setyawan, D. N. (2024). Penerapan Take Over Di Bank Syariah Dengan Menggunakan Akad Ijarah. *Klausula (Jurnal Hukum Tata Negara, Hukum Adminitrasi, Pidana Dan Perdata)*, 3(1), 25–42.
- Solikin, N. (2019). *Pengantar Metodologi Penelitian Hukum*. IKAPI.

Tuti Anggraini, I. L. (2021). Analisis Strategi Pemasaran Kredit Pembiayaan Mitraguna Dalam Menarik Minat Nasabah Di Bank Syariah Indonesia Ex Bank Syariah Mandiri KCP Stabat. *Journal Economy and Currency Study (JECS)*, 3(2), 37–46. <https://doi.org/10.51178/jecs.v3i2.297>