COMMUNITIES RESISTENCY TOWARD ISTISHNA FUNDING POLICY

Abidin¹, Sapruddin², Murniati Ruslam³

¹Universitas Islam Negeri Datokarama Palu, Indonesia, <u>abidin@uindatokarama.ac.id</u>
²Universitas Islam Negeri Datokarama Palu, Indonesia, <u>sapruddinidris@gmail.com</u>
³Universitas Islam Negeri Datokarama Palu, Indonesia, <u>murniruslan79@gmail.com</u>

Abstract. This study aims to map and analyze the forms, factors, and implications that cause stakeholder resistance to Istishna' financing policies at Indonesian Syariah Bank in Palu and Jakarta. Data collection techniques were carried out using interview and library techniques. Data analysis uses content analysis with an objective approach to place the results of interviews and literature against each other. The data sources used are a collection of interviews and literature reviews. The results showed that there had been stakeholder resistance to Istishna' financing in the two Indonesian Syariah Bankdue to being treated unfair in the form of an increase in the price of goods orders according to the length of instalments, the reworking of goods orders that were not by stakeholder tastes, and delays in delivering goods orders to stakeholders after falling. Tempo in the form of an additional budget to stakeholders. In addition, it is also found that the Istishna financing process is complex, the risk of which is dominated by the burden on stakeholders. In addition, the narrowing of the Istishna' financing target in the form of micro even though public interest and maghasid sharia require a macro. Internal and external resistance factors cause stakeholder resistance to the Istishna financing policy. These two factors have implications for the circulation of funds in Indonesian Syariah Bankin Palu and Jakarta, which take a long time, are unreliable, have the opportunity to go bankrupt, and take into account the possible risks that cause stakeholders' interest in using Istishna financing to decrease. Actions must be taken against stakeholder resistance who experience Istishna financing policies in the two Indonesian Syariah Bank, the prohibition of instalments if it causes an increase in the price of the order, the product must be completed at maturity, the product must be following the taste/agreement, there should be no additional funds due to the demand not following the agreement/customer's taste.

Keywords: Istishna', Indonesian Syariah Bank Policy, Social Resistance.

Abstrak. Penelitianini bertujuan untuk memetakan dan menganalisis wujud, faktor, dan implikasi yang menyebabkan

resistensi stakeholder terhadap kebijakan pembiayaan Istishna' diBSI kota Palu dan Jakarta. Teknik pengumpulan data dilakukan dengan menggunakan teknik wawancara dan pustaka. Analisis data menggunakan analisa konten dengan pendekatan objektifitas untuk menempatkan hasil wawancara dan pustaka saling kontra produktif. Sumber data yang digunakan adalah kumpulan hasil wawancara dan telaah pustaka. Hasil penelitian menunjukkan bahwa telah terjadi resistensi stakeholder terhadap pembiayaan Istishna' di kedua BSI tersebut disebabkan adanya pendhaliman dalam bentuk kenaikan harga pesanan barang sesuai dengan lamanya cicilan, pengerjaan ulang pesanan barang yang tidak sesuai dengan selera stakeholder, dan penundaan penyerahan pesanan barang kepada stakeholder setelah jatuh tempo dalam bentuk penambahan anggaran kepada stakeholder. Di samping itu ditemukan pula adanya kerumitan pembiayaan Istishna' yang resikonya didominasi pembebanannya kepada stakeholder. Ditambah lagi penyempitan sasaran pembiayaan Istishna' dalam bentuk mikro padahal animo masyarakat dan magasid syariah menghendaki secara makro. Faktor resistensi ineternal dan eksternal yang menyebabkan adanya wujud resistensi stakeholder terhadap kebijakan pembiayaan Istishna'. Kedua faktor ini berimplikasi pada perputaran dana di BSI kota Palu dan Jakarta memakan waktu lama, tidak terpercaya, berpeluang pailit, sangat mempertimbangkan kemungkinan resiko yang menyebabkan minat stakeholder menggunakan pembiayaan Istishna' berkurang.Tindakan yang harus dilakukan terhadap resistensi stakeholder yang mengalami kebijakan pembiayaan Istishna' di kedua BSI tersebut adalah pelarangan cicilan jika menyebabkan kenaikan harga pesanan, produk wajibselesai saat jatuh tempo, produk harus sesuai dengan selera/ perjanjian, tidak boleh ada penambahan dana akibat pesanan tidak sesuai perjanjian/selera pemesan.

Kata Kunci: Istishna', Kebijakan BSI, Resistensi sosial.

Introduction

Stakeholder resistance has been to *Istishna*' financing at Indonesian Syariah Bankin Palu and Jakarta. Funding for 'an *Istishna*', which has been considered a solution to meeting human needs in the two banks, has resulted in various problems for stakeholders. Research shows that only 55% of

stakeholders can run smoothly (no complaints).¹ So it is still considered a threat. The *Istishna*' financing process does not work as imagined by stakeholders in fulfilling the requirements for using *Istishna*' financing. It is still found that there are mistreatment against ordering goods carried out in instalments (*taqsit*) for a long time which causes an increase in the price of goods orders. There is an unclear *Istishna*' fund financing process, difficult disbursement and narrowing of the *Istishna*' financing target, which is only intended for micro-financing.² Meanwhile, public interest and Islamic economic principles provide macro financing opportunities. In addition, sometimes the ordering party (*mustashni*) is forced to add financing because he asks to repeat the order. After all, the charge is not following the taste/stakeholder agreement with the maker/seller (*shani*').

The relationship between *Istishna*' financing and stakeholders has developed since the initial study that raised the issue of *Istishna*' financing resistance in funding due to the above background, then shifted to a study that focused more on the *Istishna*' function. In the initial research, *Istishna*' in the financing process is the same as buying and selling *salam*, which is haram, however, recent studies see *Istishna*' as a factor of progress and remains a financing solution that provides many possibilities for fulfilling human needs as a result of one's busyness and lack of skills so that *Istishna*' financing is not available. Again the same as buying and selling *salam*. Looking at the trend of existing studies, it appears that *Istishna*' has been positioned as an objective force that has human appeal, but the subject's perspective in adapting to the difficulties of facing *Istishna*' financing is not well mapped. The position of *Istishna*' as an objective force is because its existence in Islamic law is placed as a

¹Ana Dhaoud Daroin, Aprilia Putri Ningtias, "Permasalahan dan Solusi Pengembangan Perbankan Syariah di Kota Madiun", *Journal Ilmiah Ekonomi dan Pembelajarannya*; http://e-journal.unipma.ac.id, 2020.

²Ria Anggriani, *interview*, (Operasional Manager BSI kota Palu), 8 November 2019

³Havis Aravik, et. al., "The Role of the State in the Islamic Economic System", *Islamic Bancking: Jurnal Pemikiran dan Perbankan Syariah*, Vol. I, No. 1, 8 Agustus 2021:https://doi.org/10.36908/isbank.v7i1

helper (ta-awanu) to human needs. However, it is different from the practice in the two banks, not helping but being treated unjust.

This paper explicitly shows the experience of managers of both banks and stakeholders in undergoing *Istishna*' financing. In addition to identifying the advantages and disadvantages of *Istishna*' financing, this paper also maps the forms, factors, and implications of stakeholder resistance to *Istishna*' financing policies of banks and stakeholders. So that in the end, *Istishna*' financing in the two banks is increasingly in demand by stakeholders.

Thus, this paper aims to complement the shortcomings of existing studies that look at resistance with an objective approach. In line with that, this paper also examines and maps the forms of stakeholder resistance to the *Istishna*' financing policy, analyzes the factors/conditions that cause stakeholder resistance, and provides solutions to stakeholder resistance to the *Istishna*' financing policy in the two banks.

This paper is based on the argument that *Istishna* 'not only offers functions for human progress and convenience in fulfilling their life needs, but also creates new problems that must be faced. *Istishna*' as a factor and process that requires complete requirements and facilities to be used optimally but at the same time *Istishna*' causes being treated unfair, difficulties, and narrowing of financing targets. *Istishna* 'as normative teaching has the power to force a new system by changing the financing tradition from conventional to bankbased financing.⁴ Thus, funding *Istishna*' -based requires a common understanding, agreement, adaptation and even the willingness (*an taradin*) of the parties not to present new problems in the two banks with stakeholders.

Literature Review

Istishna'

⁴Nurhidayat, *Pendekatanekonomi syariah dalam menyelesaikan masalah ekonomi akibat pandemic covid-19*, (Vol. 7, No. 1: Jurnal pemikiran dan perbankan syariah, 2020:https://ejournal.stebisigm.ac.id/index.php/isbank/issue/view/70)

The object of this research is *Istishna*', namely the financing provided by Bank Syariah Indonesia for people who want to use it in the form of loans. Istishna' comes from the word صنع, which means to make, then added the letters alif, sin and ta' to become استصنع, which means to ask for something to be made. In terms of Istishna', it means an agreement/contract for the sale of goods between the seller and the buyer, both goods that are already available and the buyer's special request to be made by the seller whose raw materials are from the seller. In contrast, the buyer creates the payment after the goods are completed or handed over to the buyer in person: instalments or cash. 5 Istishna 'is a sale and purchase contract in which the producer is assigned to make an ordered item (mashnu') from the buyer (mustashni').6 Istishna' is a sale and purchase contract based on orders between stakeholders and banks with certain specifications requested by stakeholders. The bank then asks producers to make ordered goods according to stakeholder requests. After completion, the stakeholder buys the goods from the bank at a mutually agreed price⁸ which must be repaid according to the contract.9

Generally, the sharia basis that applies to bai' as-salam also applies to bai' al-Istishna'. Imam Hanafi said, bai' al-Istishna' is a prohibited contract because the introductory provisions of the sales contract must exist and be owned by the seller at the time of the transaction. Still, in the Istishna' agreement, the principal of the sales contract does not exist or is not owned by the seller. This is emphasized in the meaning of Istishna' which explains that the contracted goods do not yet exist and must be made in advance by the seller according to

 $^{^5} Abdurrahman Aljaziri, Kitabul Fiqh alal Mazhaibul Arba'ah, 1<math display="inline">^{\rm st}$ ed (Mesir: Al-maktabah, 1901), 56.

⁶Muhammad Syafi'I Antonio, Bank Syari'ah Dari Teori ke Praktek, (Jakarta: Gema Insani Pers,2005), 113-114 see. Fatwa-Fatwa DSN MUI Akad istishna', Adiwarman A Karim, Bank Islam, Analisis Fiqih dan Keuangan, (Jakarta: PT Raja Grafindo Persada, 2010), 126.

⁷Ismail, *Perbankan Syariah*, (Jakarta:Prenada Media Group, 2011), 146.

⁸Gita Danupranata, *Manjaemen Perbankan Syariah*, (Jakarta: Salemba Empat, 2013), 112.

⁹Burhanuddin S, *Aspek Hukum Lembaga Keuangan Syariah*, (Yogyakarta: Graha Ilmu, 2010), 79.

¹⁰Abd. Hadi, *Dasar-Dasar Hukum Ekonomi Islam,* (Surabaya: Putra Media Nusantara, 2010), 100.

the specifications of the buyer's wishes. While the *salam* contract explains that the goods in the contract are ready, the goods cannot be handed over to the buyer at the time of the contract. This is emphasized in the meaning of buying and selling *salam*, namely the sale of an item whose delivery is delayed or the sale of an item whose characteristics are clearly stated with the payment of capital in advance, but the goods are delivered later.¹¹

At first, the presence of Istishna' was considered a foreign ideology.¹² Istishna' is in line with the modernization of human needs, which are considered part of westernization. This raises the rejection of Istishna' because it is regarded as a threat to the tyranny of stakeholders. Istishna 'is seen to be full of fraudulent values which are considered to have a bad influence on the matter and character of mutual assistance. In addition, Istishna' also received strong rejection from religious circles, especially the sharp difference in perception. Istishna' appears to bring conflict and complaints between Indonesian Syariah Bankand stakeholders.¹³ Therefore, it is not uncommon for the use of *Istishna*' in various aspects of Indonesian people's life to give rise to pros and cons. However, it cannot be denied that the role of Istishna' has led to increased progress and ease of financing in all fields. 14 Apart from the resistance to Istishna' in the life of the community, nowadays, Istishna' has become an inseparable part of human life and has created a dependence on fulfilling needs in human life. 15 The assumption of being treated unjust against stakeholders for Istishna financing is because it is carried out in tagsit (instalments) for a long time which can be ascertained to increase the price of goods orders. After all, it

¹¹M. Ali Hasan, *Berbagai Transaksi dalam Islam*, (Jakarta: PT Raja Grafindo Persada, 2003), 143.

¹²A Marimin, Perkembangan *Bank Syariah di Indonesia*,(Vol. 2: No. 1: Jurnal Ilmiah Ekonomi Islam (jiei, 2015:https://jurnal.stie-aas.ac.id).

¹³HW Apriyanti, *Perkembangan industry perbankan syariah di Indonesia: Analisis Peluang dan Tantangan*, (https://jurnal.unimus.ac.id, 2019).

¹⁴A Ratnawati, Potensi dan Strategi Pengembangan Bank Syariah Indonesia, (https://journal.ipb.ac.id).

¹⁵A Marimin, Perkembangan *Bank Syariah di Indonesia*, Vol. 2: No. 1: Jurnal Ilmiah Ekonomi Islam (jiei, 2015:https://jurnal.stie-aas.ac.id).

considers the future costs of goods charged to stakeholders. This fact can cause stakeholder losses if there is no agreement at the beginning of the contract. Likewise, the failure to pay by stakeholders and the incomplete completion of the product at maturity by the supplier and Indonesian Syariah Bankas well as the incompatibility of the ordered product with the tastes/agreements of the stakeholders which causes repetition of work and additional funds for stakeholders. It is necessary to complete the contract between the parties so that the parties are voluntarily (antaradin) based on maqashid shariai, and there will no unfair treatment.

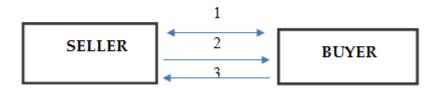
Istishna' is a halal contract based on the Qur'an, as-sunnah, al-ijma, laws and fatwas. In the Qur'an QS: Al-Baqarah (2): 275 says:

Those who eat (take) usury cannot stand except as the establishment of a person the devil possesses because of (pressure) madness. Their condition is like that because they say (opinion), actually buying and selling is the same as usury, even though Allah has permitted uying and selling and forbids usury. Those who had reached the prohibition from their Lord continue to stop (from taking usury), then for him what he took before the prohibition came and his affairs (up to) to Allah. People who return (take usury), then that person is the inhabitants of hell. They will abide in it forever. ¹⁶

There are two *Istishna*' payment schemes, namely the seller-buyer scheme and the supplier-seller-buyer scheme (parallel). The seller-buyer scheme is:

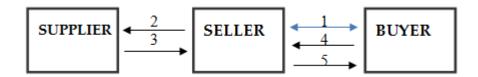
217

¹⁶Kementrian Agama RI. (2010). Al-Qur'an dan Terjemahan, (Bandung: CV Penerbit J-ART.), 89.



Information: 1. Buyer and seller agree on an *Istishna*' contract, 2. Goods are handed over to the buyer, 3. Payment is made by the buyer.

Meanwhile, the supplier-seller-buyer (parallel) scheme is:



Information: 1. Buyer and seller agree on an *Istishna*' contract, 2. Seller orders and buys from supplier, 3. Goods are delivered by supplier to seller, 4. Goods are delivered by seller to buyer.

Social resistance

Resistance/rejection is an attractive attraction for social scientists. In the late 1980s, resistance had become a trend in examining easily observable and empirical cases. For social researchers, resistance is cultural because it arises through people's daily expressions and actions. Analysis of resistance itself to a phenomenon sees many things that exist in people's everyday lives in the form of stories, themes of conversation, scientific implementation, swearing, as well as praise and other behaviours so that resistance becomes a tit for-tat in social science.¹⁷

Hall asserts that resistance is not a fixed quality of action but instead something relational and visitatorial. This means that resistance is not understood as something singular and universal. Resistance is formed by various

Jurnal Hunafa: Studia Islamika

¹⁷FISIP UI, Resistensi berbasisi adat: Perlawanan Masyarakat Nagari, (http://journal.ui.ac.id), 2020

repertoires whose meanings are specific to a particular time, place, and social relationship. Based on Hall's opinion, the notion of resistance should be based on an understanding of the context and history of the community. James C. Scott defines resistance as all actions subordinate groups take to reduce or reject claims made by superdominant parties or groups against them.

The thing that is felt to be *Istishna*' financing resistance in the two banks is the neglect of stakeholders. Meanwhile, Islam aims to form a society with a solid and balanced social order. In that order, each individual is bound by brotherhood and affection like one family. 18, 19 Islamic economics encourages the practice of profit sharing and prohibits usury. Both are equally benefited. That is why the main factor of consideration for stakeholders in choosing banking services is trust in the performance of banking professionals who balance the rights and obligations of the parties. Stakeholders need a policy paradigm that ensures a consistent role in the development of Islamic banking in the form of developing Islamic banking, developing service instruments sharia banking, socialization of sharia banking programs and services, professionalism of banking performance and services, market segmentation of sharia banking, and development of networking on a national and international scale.²⁰ Coupled with the prohibition of a transaction because the substance is unlawful (haram lidzatihi), illegal other than the substance (haram li ghairihi), and the contract is not valid (complete).²¹ All of this is done to balance the rights and obligations and the advantages and disadvantages of the parties. Islam forbids the dominance of rights and obligations and the dominance of profits and losses.²² That is why if there is a domination of something in humans in their activities,

¹⁸QS: Al-Hujurat (11): 13

¹⁹Ermawati, E., Musyahidah, S., & Nurdin, N. (2021). Muslim Society Perspective on Islamic Banking Corporate Social Responsibility in Indonesia (Based On Qur'an and Hadits Economic Themes). *International Journal of Business and Management Review*, 9(3), 29-40.

²⁰Hadis Shohih, Rof'ah Sofiowati, Perspektif Hukum Islam mengenai Praktik Gharar dalam Tranasaksi Perbankan Syariah (Vol 12. No.2: Jurnal Dialogia Juridica, /https://journal.maranatha.edu, 2021).

²¹Adiwarman A. Karim, Bank Islam Analisis Figh dan Keuangan, (Jakarta: tnp, 2018), 164.

²²Al-Bukhari, Bank dan Riba: Implikasinya dalam Ekonomi Islam http://ejournal.kopertais4.or.id, 2007.

there will be resistance everywhere, including the financing of *Istishna'*. The rights and obligations, as well as the advantages and disadvantages of the parties, are prioritized whether those occur because there is a risk or without risk.

In *Istishna* 'financing, the possibilities of risk must really be considered. But if there is a risk, the mitigation is not dominated by one party but by the parties, for example, the responsibility for loss/risk of default or the negligence of stakeholders who intentionally do not pay instalments or stakeholders who are unable to pay instalments. According to the theory of resistance, there must be a balance in dealing with the parties; likewise, if there is a comparative price fluctuation due to an increase in the price of an item in the market after the bank has purchased it for stakeholders. The bank cannot change the sale and buy price. Cases like this should not be handled by anyone who dominates. Likewise, in the case of stakeholder refusal regarding the delivered goods, which the stakeholder rejected due to various reasons, such as damaged goods in transit, the stakeholder did not want to accept it, or the stakeholder felt that the specifications of the goods were different from what he ordered. Risks like this must lead to egalitarianism in overcoming them; otherwise, there will be resistance from stakeholders, suppliers, or banks.²³

Research Methodology

Research on stakeholder resistance to istihna' financing policies at the two banks uses a qualitative approach based on online and offline news data²⁴. Online news was chosen randomly based on news themes that met the research focus criteria, namely regarding the form of stakeholder resistance to the *Istishna*' financing policy at Indonesian Syariah Bank. The state of community resistance to the *Istishna*' financing policy at Indonesian Syariah Bankin terms

 $^{^{23}}$ M. Syafi'I Antonio, Bank Syariah: dari teori ke praktek, 1 $^{\rm st}$ ed, (Jakarta: Gema Insani Press, 2001), 106-107.

²⁴Nurdin, N., &Pettalongi, S. S. (2022). Menggunakan Paradigma Studi Kasus Kualitatif Interpretatif Online dan Offline Untuk Memahami Efektivitas Penerapan E-Procurement. *Coopetition: Jurnal Ilmiah Manajemen, 13*(2), 155-168.

of program support, contracts, management, administrative systems, friendship, conformity of agreements and product implementation, willingness to accept products that are not *ushuliyah* (principal), honesty, discipline, socialization and others. In addition to being grouped based on relevant themes, the selected news includes direct experiences of stakeholders and cases that reflect the difficulties experienced by stakeholders. Thus, the reinforcement covered in this study contains personal, infrastructural, and structural strengthening. From an offline perspective, the author has conducted surveys, interviews, and documentation externally²⁵, namely the financial audit body and internally, namely the managers and stakeholders of the two banks.

Data obtained from online and offline news mapping were confirmed to groups of external and internal parties as participants in the study. Participants are limited to stakeholders who are unfamiliar with the use of *Istishna*' on the one hand. On the other hand, they have to use *Istishna*' to fulfil their needs. They are a group that already has an interest in *Istishna*' financing but with a limited level of literacy which causes a lack of trust in *Istishna*'. At the same time, these stakeholders face a process of transformation in business and meeting their needs in line with the pandemic.

Thirty stakeholders were selected for in-depth interviews ²⁶. The selection of stakeholders considers the balance of gender and the variation of the lower, middle and upper (external-internal) stakeholders. Stakeholders are selected by considering the socio-economic categories relevant to the use of *Istishna*'. Stakeholders of various types come from three regions with different characteristics: the western region, the central region, and the eastern region representing Indonesia.

²⁵Rusli, R., Hasyim, M. S., &Nurdin, N. (2021). A New Islamic Knowledge Production And Fatwa Rulings: How Indonesia's Young Muslim Scholars Interact With Online Sources. *Journal of Indonesian Islam*, 14(2), 499-518.

²⁶ Rusli, R., & Nurdin, N. (2021). Understanding Indonesia millennia Ulama online knowledge acquisition and use in daily fatwa making habits. *Education and Information Technologies*. doi:10.1007/s10639-021-10779-7

Result and Discussion

The form of resistance to the Istishna financing policy at Indonesian Syariah Bank in Palu and Jakarta

a. Stakeholder resistance to the imposition of *Istishna*' financing policy at Indonesian Syariah Bankin Palu and Jakarta

Stakeholder resistance to the imposition of *Istishna*' financing policy in the two banks is in the form of (1) determining instalments (tagsit). This instalment practice is considered an insult to stakeholders because it takes a long time which causes the price of goods orders to increase. As stated by stakeholders in the two banks, "I am agitated because the amount of instalments for Istishna' financing takes into account the length of the instalments with the increase in the price of goods orders".²⁷ (2) the product is not completed at the due date of delivery. This is considered an insult to stakeholders because of losses in waiting time, utilization and instalments. As stated by the Istishna financing stakelhoder "I was greatly disadvantaged in terms of time, utilization and instalments of the goods I ordered to Indonesian Syariah Bankin Palu and Jakarta through Istishna financing' because the delivery of my ordered product passed the specified time limit. Some of my official and business agendas were canceled just to wait for my order. In addition, I use these items at certain times. If I don't use it at the appointed time, I will lose a lot. What's more, I am burdened with additional instalments before the delivery of the goods."28 (3) the product is not in accordance with the agreement²⁹. This is also considered a tyranny to stakeholders in Istishna' financing in the two banks because the order for goods has been adjusted to the customer's place and position in the

²⁷Muliyono, *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin City, *online*), 2 Januari 2020. Hal inidibenarkan oleh Mastura, *interview*, (Stakeholder BSI Kota Palu, Jl. Ratulangi, *offline*), 2 Januari 2020.

²⁸Suratman, *,interview*, (Stakeholder BSI Jakarta, Jl. Tamrin City, online), 2 Januari 2020. Similarly stated by Sumaila, *interview*, (Stakeholder BSI kota Palu, jl.Ratulangi, offline), 2 Januari 2020.

²⁹Musyahidah, S., Ermawati, E., &Nurdin, N. (2021). The Effect of Riba Avoidance and Product Knowledge on the Decision to Become a Customer of Islamic Banks. *International Journal of Multidisciplinary Research and Analysis*, 4(8), 1090-1101.

house/building. Still, the two banks force the stakeholders to accept it by adding a certain amount of budget. At the same time, the Istishna' contract in buying and selling transactions is carried out before the goods are produced. Prices and specifications of goods have been agreed upon at the time of the contract and have not changed since then. After the seller and the buyer agree on an Istishna' contract, the seller has spent his energy and thought on designing, calculating the composition and requirements of raw materials, finding suppliers, etc. While the sale and purchase occurs when the delivery of goods and payment from the buyer. This literature is different from that experienced by the stakeholders of the two banks. As stated by the Istishna' stakeholder of the two banks, "I was once forced to accept the goods I ordered but they were not to my taste. I had to accept it because if I didn't, I would be asked for an additional budget to remake the item."30 (4) repetition of work and additional funds due to orders that are not in accordance with the agreement/customer's taste. This is considered an insult to stakeholders in Istishna' financing in both banks because it takes time and is a loss for stakeholders. As stated by the Istishna' financing stakeholder in the two banks, "I was forced to repeat the cabinet making because it did not suit my taste even though I received a request for additional funds".31 (5) The understanding of bai' Istishna' is the same as bai' al-salam. This is also considered a tyranny to stakeholders because it is deemed to be deceived by the explanation from the managers at the two banks who say that bai' Istishna' and bai' al-salam are not the same, meaning Istishna' halal. Still, after stakeholders read literacy and information from various parties, stakeholders understand that bai' *Istishna*' is the same as bai' al-salam, meaning *Istishna*' is haram. As said

³⁰Wahyuni, *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin, online), 8 Januari 2020. Confirmed by Jumadil, *interview*, (Stakeholder BSI kotaPalu, offline), 8 Januari 2020.

³¹Arif, *interview*, (Stakeholder BSI Jakarta Stakeholder BSI Jakarta, Jl. Tamrin, online), 9 Januari 2020. Similarly Stated by Rahmawati, *interview*, (Stakeholder BSI kotaPalu), 9 January 2020.

by *Istishna*' stakeholders in the two banks, "I feel cheated, I thought *Istishna*' financing was halal, but it turned out to be haram".³²

b. Stakeholder resistance to difficulties in financing *Istishna*' at Indonesian Syariah Bank in Palu and Jakarta

Stakeholder resistance to the difficulties of Istishna' financing policy in the two banks is evidenced by many convoluted conditions that potential stakeholders must meet. Moreover, these conditions are dominated by the risk of imposing them on stakeholders. This is evidenced in the terms, pillars, Islamic economic principles and technical requirements of the two banks. As said by the Istishna' Indonesian Syariah Bank stakeholder in Palu and Jakarta, "I find it difficult to manage the Istishna financing because there are too many conditions that I have to fulfill myself and the management takes a long time".33 What is experienced by stakeholders who feel it is difficult and the burden of stakeholders to explain the specifications of the ordered product? In contrast, the stakeholders do not understand defining the specifications. There is no time strengthened by the literature on the Istishna' financing pillar regarding the obligation of the buyer to explain the specifications of the ordered product. An explanation of the specifications of the ordered product from the stakeholder is a measure of whether or not Istishna financing is valid. Likewise, the terms of Istishna' financing which requires Indonesian Syariah Bankto know the capital strength of Indonesian Syariah Bank's new subscribers to be able to accept orders. Conditions like this make it difficult for stakeholders because, according to him, capital matters are the customer's business. When the customer intends to order goods through *Istishna* financing, the customer already has a calculation of the payment of goods. Not only are the terms and pillars of *Istishna* financing, which stakeholders find difficult and burdensome, but the policy for applying

³²Anas, *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin city, online), 9 Januari 2020. Similarly Stated by Abd. Karim, *interview*, (Stakeholder BSI kotaPalu, jl.Ratulangi, offline), 9 January 2020.

³³Hamid, *interview*, (Stakeholder BSI Jakarta, jl.Tamrin City, online), 10 February 2020. Similarly Stated by Jamaluddin, *interview*, (Stakeholder BSI kota Palu, offline), 10 February 2020.

fines is calculated in percent per day/year, which is charged to stakeholders in the event of a risk. Also, another difficulty that is no less severe is the technical (administrative) pre-contract process which is convoluted and requires additional funds, such as application financing, analysis of financing applications, preparation of financing structures and preparation of financing documents, financing realization, guidance and supervision and completion of financing.³⁴ For funding that has the potential to be unable to be repaid in accordance with the conditions that have been determined and mutually agreed upon, the bank is required to provide an assessment.

c. Stakeholder resistance to micro *Istishna*' financing targets at BankSyariahIndonesia in Palu and Jakarta

Stakeholder resistance to the *Istishna*' financing target policy in the two banks is *Istishna*' financing on a micro basis, ³⁵ while public interest and sharia economic principles provide macro opportunities. As stated by the *Istishna*' stakeholders of the two banks, "I have applied for *Istishna* financing for housing procurement of 700 housing units for housing but it was rejected on the grounds that they do not have a macro *Istishna* financing program". ³⁶ This stakeholder resistance is because, according to him, universal/macro *Istishna* financing aims to increase the people's economy, increase productivity, create new jobs, and generate income distribution. In addition, stakeholders also understand that Indonesian Syariah Bankprovides *Istishna*' financing products that have not been maximally utilized, but why have the two banks not served *Istishna*' financing on a macro basis? The following is the data on *Istishna* financing that has not been maximized:

Indonesian Syariah BankFinancing Composition according to the following contract (in billions of rupiah).

No Combrach	Year

³⁴ZainulArifin, Dasar-Dasar Manajemen Bank Syariah, (Jakarta: Azkia Publisher, 2009), 254.

³⁵Ria Anggriani, *interview*, (Operasional Manager BSI kotaPalu), 8 November 2019.

³⁶Zulkifli, *interview*, (Operasional Manager BSI kotaPalu), 20 November 2019.

		2015	2016	2017	2018	2019	2020
1	Mudharabah contract	6.597	8.631	10.229	12.023	13.625	14.354
2	Musyarakah contract	10.412	14.624	18.96	27.667	39.874	49.387
3	Murabahah contract	26.321	37.508	56.365	88.004	110.565	117.371
4	Salam contract	0	0	0	0	0	0
5	Istishna' contract	423	347	326	376	582	633
6	Ijarah contract	1.305	2.341	3.839	7.345	10.481	11.62
7	Qardh contract	1.829	4.731	12.937	12.09	8.995	5.965

Source: Islamic Banking January 2020

Based on the table above, it can be seen that Islamic commercial banks and sharia business units distribute financing according to the types of financing products offered, as many as seven products. Of the seven products, there is only one product that is not touched by the public, namely *salam* products. This can be seen based on the table above; from 2009 to 2020, the data is empty. Thus, there are six financing products following the contracts that interest stakeholders: *mudharabah*, *musyarakah*, *murabahah*, *Istishna'*, *ijarah*, and *qardh* contracts. Of the six types of financing products and based on numbers in billions of rupiah, there are many, and some are few. Suppose we look at financing with murabahah contracts. In that case, it dominates more than other types of contracts, amounting to 26,321 billion rupiahs, while the least amount of funding for *Istishna'* contract financing is 423 billion rupiahs.

Factors in the form of resistance to the Istishna financing policy at Indonesian Syariah Bank in Palu and Jakarta

There are several factors in the form of resistance to the *Istishna*' financing policy in the two banks, namely 1). Internal factors consist of (a) the inability of the community to pay directly. This factor affects the ease of stakeholders in financing istihna' on the grounds of helping people who are unable to pay off directly and because the ordered goods have not been delivered. This policy is still considered ideal if the installments do not cause an increase in the price of goods contained in installments. As stated by the *Istishna*'

stakeholders in the two banks, "it is excellent to have *Istishna* financing installments so that I can prepare them."³⁷ The spirit of installments in sharia financing is *maqashid sharia* in the form of mutual help (*taawanu*). (b) weak literacy.

This factor significantly affects the level of misunderstanding and understanding of stakeholders about the resistance of the *Istishna'* financing policy in the two banks. Some stakeholders still think that *Istishna'* is the same as *bai' al-salam*, even though they are different. *Istishna'* is halal financing while salam financing is haram. Stakeholder understanding that *bai' Istishna'* is the same as *bai' al-salam* due to a lack of literacy. As stated by *Istishna'* stakeholders in the two banks, "I do not understand the law of *Istishna* financing." Likewise, the employees of the two banks said, "we are trying to continue to understand stakeholders about *Istishna* financing that *Istishna* financing is halal." (c) Stakeholder delinquency manifests in cases of failure to pay because of not knowing, running out of money, breaking communication, robbery, illness, and others. As stated by *Istishna'* employees at the two banks, "stakeholders are often confused when they are billed for reasons of running out of money, robbery, not knowing when installments are due, illness and others." (d) Unclear contract.

This factor causes stakeholders sometimes to misunderstand *Istishna'* financing. Stakeholders have difficulty understanding, do not want to know, or do not have time to understand. As said by the *Istishna'* financing stakeholder, "I

³⁷Husni, *interview*, (stakeholder BSI Jakarta jl.Tamrin City, online kota Palu), 10 Nopember 2019. Similarly Stated by Amiruddin, *interview*, (stakeholder BSI kota Palu, jl.Ratulangi, offline), 10 November 2019.

³⁸Abd. Karim, *interview*, (stakeholder BSI Jakarta, jl.Tamrin City, online), 12 Nopember 2020. Similarly Stated by Hakama, *interview*, (stakeholder BSI kotaPalu, jl. Ratulangi, offline), 12 November 2020.

³⁹Syamsu, *interview*, (Operasional Manager BSI Jakarta, jl.Tamrin City, online), 8 Oktober 2019. Similarly Stated by Diki, *interview*, (Operasional Manager BSI kotaPalu, jl. Ratulangi, offline), 12 November 2020.

⁴⁰Masni, *interview*, (Pegawai BM Jakarta, jl.Tamrin City, online), 8 Oktober 2019. Similarly Stated by Anggriani, *interview*, (Operasional Manager BSI kota Palu, jl. Ratulangi, offline), 12 November 2020.

find it difficult and I don't have time to understand the *Istishna* contract."⁴¹ (e) the product is not following the taste/agreement. This factor is considered blasphemy to stakeholders⁴² because the order of the goods has adjusted to the model, size, place, and aesthetics of the position of the goods at home or in the building. If the stakeholder asks for a re-order of goods, the two banks ask for an additional amount of the budget. Stakeholders consider the actions of these two banks as being treated unfair because the *Istishna* contract is carried out before the goods are produced. The price and specifications of the goods have been mutually agreed upon during the contract. That means if there is a manufacture of goods according to taste or agreement, then the stakeholder does not want to accept and ask for the goods to be made again, then the supplier/seller is the one who bears the risk.

The implication of resistance to Istishna' financing policy in Indonesian Syariah Bank in Palu and Jakarta

Several forms of resistance to the *Istishna*' financing policy at Indonesian Syariah Bankin Palu and Jakarta, namely (a) long revolving funds due to the installment policy. This implication makes both banks have to work hard to find stakeholders in other financing products outside of *Istishna*' so that deposit funds still meet the standards to serve requests for *Istishna* financing. As stated by the two banks, "the installment policy for stakeholders in *Istishna* financing is considered to have a long circulation of funds, resulting in Indonesian Syariah Bankonly serving *Istishna* financing on a macro basis." (b) Indonesian Syariah Bank is not trusted. This implication occurs because the ordered goods are often not according to taste and are not delivered on time when they are due. As

⁴¹Abd. Rahman, *interview*, (stakeholder BSIJakarta, jl.Tamrin City, online), 12Nopember 2020. Similarly Stated by Ahyar, *interview*, (stakeholder BSI kota Palu, jl. Ratulangi, offline),12 November 2021.

⁴²Sunarti, *interview*, (stakeholder BSIJakarta, jl.Tamrin City, online), 12November 2020. Similarly Stated by Rahidah, *interview*,(stakeholder BSI kota Palu, jl. Ratulangi, offline),12 November 2021.

⁴³Nugroho, *interview*, (Manajer BSI Jakarta, jl. Tamrin City, online), 8 October 2019. Similarly Stated by Diki, *interview*, (Manajer BSIkota Palu jl. Ratulangi, offline), 12 November 2020.

stated by the stakeholders of the two banks, "we are annoyed and don't trust Indonesian Syariah Bank in Palu and Jakarta anymore because the goods I ordered are not according to my taste even though we discussed the contract before the goods were made."44 (c) Indonesian Syariah BankPalu city went bankrupt. This implication can occur because stakeholders often fail to pay. As stated by the Central Indonesian Syariah Bank supervisor, "Indonesian Syariah Bankwill go bankrupt if the banking risk analysis is not careful, including an analysis of the possible risk of default."45 (d) Indonesian Syariah BankPalu is not in demand. This implication occurs because many risks arise in the financing process at the two banks, the settlement of which is dominantly borne by stakeholders, for example, adding installments for orders for reworked goods. After all, they are not according to taste, slow delivery of orders, and so on. As stated by the stakeholders of the two banks, "I am no longer interested in asking for Istishna financing because of the risk that occurs; the burden is imposed on us stakeholders."46 (e) Indonesian Syariah Bank Palu has many risks. This implication is done because stakeholders often fail.⁴⁷

Conclusion

The results of the study indicate that there has been stakeholder resistance to *Istishna*' financing at Indonesian Syariah Bankin Palu and Jakarta due to being treated unfair in the form of an increase in the order installment price according to the length of the installment. In addition, unfair treatment was also found in reworking ordered goods that were not following stakeholder tastes and delays in delivery of ordered goods to stakeholders after maturity in the form of additional budget for stakeholders. In addition, it is also found that

⁴⁴Sugiono, *interview*, (Stakeholder BSI Jakarta jl.Tanrin City, online), 23 November 2020). Similarly Stated by Rizal, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi,offline), 8 October 2019.

⁴⁵Santoso, interview, Pengawas perbankan pusat, Online), 12 October 2020).

⁴⁶Juliani, *interview*, (Stakeholder BSI Jakarta, jl. Tamrin City, online), 12 October 2020). Similarly Stated by Salma, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi, offline), 12 October 2020).

⁴⁷Nugroho, *interview*, (Manajer BSI Jakarta, jl. Tamrin City, online), 8 October 2019. Similarly Stated by Diki, *interview*, (Manajer BSI kota Palu jl. Ratulangi, offline), 12November 2020.

the *Istishna* financing process is complex, the risk of which is dominated by the burden on stakeholders. In addition, the narrowing of the Istishna' financing target in the form of micro even though public interest and maghasid sharia require a macro. Internal and external resistance factors that cause a form of resistance to Istishna financing. Internal factors are shown in the form of the community's inability to make direct payments so that they have to go through installments, and weak literacy, which causes misunderstandings between stakeholders and Indonesian Syariah Bankin Palu and Jakarta. Stakeholder delinquency causes default, unclear contracts, incomplete work on Istishna' goods when they are due, and not massive socialization. External factors are indicated by reasons for natural disasters, product materials running out, and risk avoidance. These two factors have implications for the rotation of Istishna' financing funds that take a long time, are unreliable, have the opportunity to go bankrupt, and take into account the possible risks that cause the interest of stakeholders to use *Istishna*' financing to decrease. This resistance is carried out in secret by several stakeholders which is shown in the form of swearing and resentment in the heart that is not shown or known to others, bad behavior, crying that is not shown to others, even closed resistance is also carried out by planning revenge by sneaky way.

References

Al-Bukhari, Bank dan riba: Implikasinya dalam ekonomi Islam: http://www.btn.co.id/berita.asp?action=BL&intNewsID=351, Tgl. 15 September 2007.

Arif, *interview*, (Stakeholder BSI Jakarta Stakeholder BSI Jakarta, Jl. Tamrin, online), 9 Januari 2020. Hal sama dikatakan oleh Rahmawati, *interview*, (Stakeholder BSI kota Palu), 9 Januari 2020.

- Anas, *interview*, (Stakeholder BSIJakarta, Jl. Tamrin city, online), 9 Januari 2020.Hal sama dikatakan oleh Abd. Karim, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi, offline), 9 Januari 2020.
- Abd. Jalil, *interview*, (stakeholder BSI Jakarta, jl. Tamrin City, online), 12 Nopember 2020. Hal sama dikatakan oleh Hakama, *interview*, (stakeholder BSI kota Palu, jl. Ratulangi, offline), 12 Nopember 2020.
- Abd. Rahman, *interview*, (stakeholder BSIJakarta, jl.Tamrin City, online), 12 Nopember 2020. Hal sama dikatakan oleh Ahyar, *interview*, (stakeholder BSI kota Palu, jl.Ratulangi, offline),12 Nopember 2021.
- Andeska Putra, interview, (Funding Retail BSI kota Palu), 3 Januari 2020.
- Anisa Yamin, interview, (Teller BSI kota Palu), 1 Januari 2020.
- Abdurrahman Aljaziri, *Kitabul Fiqh alal Mazhaibil Arba'ah*, 1st ed, Mesir: Almaktabah, 1901.
- Anggriani, Ria, interview, (Operasional Manager BSI kota Palu), 8 Nopember 2019.
- Antonio, Muhammad Syafi'I, Bank Syari'ah Dari Teori ke Praktek, (Jakarta:Gema Insani Pers,2005). liat juga fatwa fatwa DSN MUI akad Istishna', Adiwarman A Karim, Bank Islam, Analisis Fiqih dan Keuangan, (Jakarta: PT Raja Grafindo Persada, 2010).
- AsSarakhsi, Al Mabsuth, 1st ed, vol. 12, Beirut: Darul Kutub Ilmiah, t.th.
- Abd. Hadi, Dasar-Dasar Hukum Ekonomi Islam, (Surabaya: Putra Media Nusantara, 2010).
- Apriyanti, HW, Perkembangan industry perbankan syariah di Indonesia: Analisis peluang dan tantangan, (https://jurnal.unimus.ac.id > article > download, 2019).
- Ayyubi, Salahuddin El dkk, *The Effect of Islamic Banking to Economic Growth in Indonesia*, (https://media.neliti.com > media > publications: International Journal of Islamic and Middle Eastern Finance and Management,5(1).
- Antonio, M. Syafi'l, Bank Syariah: dari teori ke praktek, (Cet: I: Jakarta: Gema Insani Press, 2001).
- Anwar, Lukmanul Hakim, Amelia, Pembiayaan Murabahah pada perbankan syaraih dalam perpektif hukum di Indonesia, (Vol.I:no.2: http://download.garuda.ristekdikti.go.id > article: Jurnal Ekonomi Syariah dan Filantropi Islam:journal.uhamka.ac.id/index.php/ 2017).
- Arifin, Zainul, Dasar-Dasar Manajemen Bank Syariah, Jakarta: AzkiaPublisher, 2009.

- Aminullo, Erina Maulidha, Asrul, *Perekayasaan Akuntansi Istishna' Pada Produk Pembiayaan Apartemen*, (Vol 1 No, 1: Jurnal Akuntansi keuangan Islam: https://journal.sebi.ac.id/index.php/jaki/article/view/58, 2013).
- Bukhari Abu Abdullah Muhammad bin Ismail bi Ibrahim bin al-Mughirat bin Bardizbat al-Bukhari, *Shahih al-Bukhari*, 1st ed, Beirut: Darul Kutub Ilmiah, 1998.
- BurhanuddinS, Aspek hukum Lembaga keuangan Syariah, Yogyakarta: Graha Ilmu, 2010.
- Daroin, Ana Dhaoud Daroin, Aprilia Putri Ningtias, *Permasalahan dan Solusi Pengembangan Perbankan Syariah di Kota Madiun*, (Journal ilmiah ekonomi dan pembelajarannya;http://e-journal.unipma.ac.id:2020).
- Danupranata, Gita, Manjaemen Perbankan Syariah, (Jakarta: Salemba Empat, 2013).
- DSN-MUI, Modul Pelatihan DPS Syariah Koperasi Syariah, (Jakarta: tnp, 2018).
- DSN-MUI, Modul Pelatihan DPS Syariah Koperasi Syariah, (Jakarta: tnp, 2018).
- Ermawati, E., Musyahidah, S., & Nurdin, N. (2021). Muslim Society Perspective on Islamic Banking Corporate Social Responsibility in Indonesia (Based On Qur'an and Hadits Economic Themes). *International Journal of Business and Management Review*, 9(3), 29-40.
- Fatwa DSN- MUI, Analisis implementasi akad Istishna' pembiayaan rumah, (Vol 9 : no. 1: https://journal.uhamka.ac.id: JurnalekonomiIslam, 2018).
- Fatwa DSN-MUI, praktek akad *Istishna*' paralel dalam jual beli, (http://ejournal.kopertais4.or.id > article > download)
- Fatwa No.22/DSN-MUI/III/2002 Tentang Jual Beli Istishna "Pararel".
- FISIP UI, Resistensi berbasisi adat: Perlawanan Masyarakat Nagari (http://journal.ui.ac.id > article > download > pdf, 2020).
- Hamzani, Havis Aravik, Achmad Irwan, dkk, *The Role of the state in the Islamic economic system*, (Vol I: No 1: Islamic Bancking: Jurnalpemikiran dan perbankan syariah: 8 Agustus 2021: https://doi.org/10.36908/isbank.v7i1).
- Hasan, M. Ali, *Berbagai Transaksi dalam Islam*, Jakarta: PT Raja Grafindo Persada, 2003.
- Humaam, Ibnul, Fathul Qadir (jilid7: Cet.I: Beirut: Darul Kutub Ilmiah, t.th).
- Hasanah, U, <u>Bay' Al-Salam dan Bay' Al-Istisna' (Kajian Terhadap Produk, (http://jurnal.umsu.ac.id > intiqad > article > view: 2018).</u>
- Haryanto, Dampak covid-19 terhadap pergerakan nilai tukar Rupiah dan indeks saham gabungan, (Vol 4 no.2: https://journal.bappenas.go.id article > download: The Indonesian jurnal and developmen planning, 2020).

- Husni, *interview*, (stakeholder BSI Jakarta jl. Tamrin City, onlinekota Palu), 10 Nopember 2019. Hal sama dikatakan oleh Amiruddin, *interview*, (stakeholder BSI kota Palu, jl. Ratulangi, offline), 10 Nopember 2019.
- Hasan, M. Ali, Berbagai Macam Transaksi dalam Islam, (Jakarta: Raja Grafindo Persada, 2003).
- Husaeni, the influence of marketing mix on decisions to be a islamic banking customer in cianjur regency, (vol10:no.2:Jurnal Islamic economic dan bisnis Islam,2017:https://journal.iainkudus.ac.id/index.php/IQTISHADIA/article/view/Uus%20Ahmad%20Husaeni)
- Hasyim, *interview*, (Pegawai BSI Jakarta, jl.Tamrin City, online), 12 Nopember 2020. Hal samadikatakan oleh Ridwan, *interview*, (Pegawai BSI kota Palu jl.Ratulangi, offline), 12 Nopember 2020.
- Hamid, *interview*, (Stakeholder BSI Jakarta, jl. Tamrin City, online), 10 Februari 2020. Hal sama dikatakan oleh Jamaluddin, *interview*, (Stakeholder BSI kota Palu, offline), 10 Februari 2020.
- Ismail, PerbankanSyariah, (Jakarta: Prenada Media Group, 2011).
- Imam, ala ad-Din Abi Bakr bin Mas'ud al-Kasani al-Hanafi, *Badai' as-Shanai' fi Tartib asy Syarai'*, Jilid 5, (Qahirah: Daar al-Hadits, 2005), 2. Lihat pula http://digilib.uinsby.ac.id/16355/5/Bab%202.pdf
- Juliani, *interview*, (Stakeholder BSI Jakarta, jl. Tamrin City, online), 12 Oktober 2020). Hal sama dikatakan oleh Salma, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi, offline), 12 Oktober 2020).
- Jalaluddin, *interview*, (Pemasok/penjual barang BSI Pusat, jl. Cik ditiro, online), 12 Nopember 2020. Hal sama dikatakan oleh Ahmad, *interview*, (Pemasok/penjual BSI Sulawesi Tengah, jl. Diponegoro, offline), 12 Nopember 2020.
- Karim, Adiwarman A, Bank Islam Analisis Figh dan Keuangan, Jakarta: tnp, 2018.
- Kementrian Agama RI. (2010). Al-Qur'an dan Terjemahan, Bandung: CV Penerbit J-ART.
- Lestari, EP, Risiko pembiayaan dalam akad Istishna' pada Bank Syariah, (Vol.02 No.1:http://e-journal.metrouniv.ac.id article > download: Jurnal Hukum dan Ekonomi Syari"ah, 2013).
- Lemhanas, Strategi pemulihan ekonomi pasca pandemi, (Vol.3 no.1http://jurnal.lemhannas.go.id > article > download).
- Marimin, A, Perkembangan Bank Syariah di Indonesia, (Vol 2: no:1: jurnal ilmiah ekonomi islam (jiei, 2015:https://jurnal.stie-aas.ac.id > jei > article > view).

- Marimin, A, Perkembangan Bank Syariah di Indonesia, (Vol 2: no:1: jurnal ilmiah ekonomi islam (jiei, 2015:https://jurnal.stie-aas.ac.id > jei > article > view).
- Musnadib, Muh. Shabri Abd. Majid, Said dkk, A. Comparative Analisis of the quality of Islamic and conventional banks' Asset management in Indonesia, (Vol. 16, No.14:https://jurnal.ugm.ac.id > article > download: Gadjah Mada International Journal of Business, 2014).
- Musyahidah, S., Ermawati, E., & Nurdin, N. (2021). The Effect of Riba Avoidance and Product Knowledge on the Decision to Become a Customer of Islamic Banks. *International Journal of Multidisciplinary Research and Analysis*, 4(8), 1090-1101.
- Mengkeu RI, Pemerintah waspada dampak pendemi covid-19 terhadap ekonomi Indoneisa, https://www.kemenkeu.go.id media > sp-27-pe: video conference APBN KITA April 2020).
- Muliyono, *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin City, *online*), 2 Januari 2020. Hal ini dibenarkan oleh Mastura, *interview*, (Stakeholder BSI Kota Palu, Jl. Ratulangi, *offline*), 2 Januari 2020
- Masni, *interview*, (Pegawai BM Jakarta, jl. Tamrin City, online), 8 Oktober 2019. Hal sama dikatakan oleh Anggriani, *interview*, (Operasional Manager BSI kota Palu, jl. Ratulangi, offline), 12 Nopember 2020
- Nurhidayat Nurhidayat, Pendekatan ekonomi syariah dalam menyelesaikan masalah ekonomi akibat pandemic covid-19, (Vol 7, No 1: Jurnal pemikiran dan perbankan syariah, 2020:https://ejournal.stebisigm.ac.id/index.php/isbank/issue/view/70)
- Nugroho, interview, (PengawasBSI Pusat, online), 8 Oktober 2019.
- Nurdin, N., &Pettalongi, S. S. (2022). Menggunakan Paradigma Studi Kasus Kualitatif Interpretatif Online dan Offline Untuk Memahami Efektivitas Penerapan E-Procurement. *Coopetition: Jurnal Ilmiah Manajemen, 13*(2), 155-168.
- Qolby, ML, Economic Development anakysis journal: Faktor-faktor yang mempengaruhi pembiayaan pada perbankan syariah di Indonesia, (https://journal.unnes.ac.id > edaj > article > view, 2013).
- Ratnawati, A, Potensi dan strategi pengembangan bank syariah Indonesia, (https://journal.ipb.ac.id > jmagr > article > view).
- Rusli, R., Hasyim, M. S., &Nurdin, N. (2021). A New Islamic Knowledge Production And Fatwa Rulings: How Indonesia's Young Muslim Scholars Interact With Online Sources. *Journal of Indonesian Islam*, 14(2), 499-518.

- Rusli, R., & Nurdin, N. (2021). Understanding Indonesia millennia Ulama online knowledge acquisition and use in daily fatwa making habits. *Education and Information Technologies*.doi:10.1007/s10639-021-10779-7.
- Syu'aibi,MM, Implementasi jual beli akad *Istishna*' dikonveksi duta collection's Yayasan darut takwa sengonagung, (https://jurnal.yudharta.ac.id > malia > article > view, 2019).
- Sugihamretha, I Dewa Gde, *Mitigasi dampak wabah covid-19 pada sectorPariwisata*,(vol 14. No.2: https://journal.bappenas.go.id > article > download: https://journal.bappenas.go.id > article > download: The Indonesian jurnal and developmen planning, 2020).
- Sofiowati, Hadis Shohih, Rof'ah, perspektif hukum islam mengenai praktik gharar dalam<u>transaksiperbankan syariah (Vol 12. No.2: JurnalDialogiaJuridica/https://journal.maranatha.edu > article > download, 2021).</u>
- Scoot, James C. Moral Ekonomi Petani. (Jakarta: LP3S, 1976.
- Suratman, , *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin City, online), 2 Januari 2020. Hal yang sama ddinyatakan oleh Sumaila, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi, offline), 2 Januari 2020.
- Sabiq, Sayyid, Fikih Sunnah (Jakarta: Cakrawala Publishing, 2009).
- Syamsu, *interview*, (Operasional Manager BSI Jakarta, jl. Tamrin City, online), 8 Oktober 2019. Hal sama dikatakan oleh Diki, *interview*, (Operasional Manager BSI kota Palu, jl. Ratulangi, offline), 12 Nopember 2020.
- Sunarti, *interview*, (stakeholder BSI Jakarta, jl. Tamrin City, online), 12 Nopember 2020. Hal sama dikatakan oleh Rahidah, *interview*,(stakeholder BSI kota Palu, jl. Ratulangi, offline),12 Nopember 2021.
- Sugiono, *interview*, (Stakeholder BSI Jakarta jl. Tanrin City, online), 23 Nopember 2020). Hal sama dikatakan oleh Rizal, *interview*, (Stakeholder BSI kota Palu, jl. Ratulangi, offline), 8 Oktober 2019.
- Santoso, interview, Pengawas perbankan pusat, Online), 12 Oktober 2020).
- Wahyudi, Imam, Dkk, Manajemen Risiko Bank Islam, (Jakarta: Salemba Empat, 2010).
- Wahyuni, *interview*, (Stakeholder BSI Jakarta, Jl. Tamrin, online), 8 Januari 2020. Hal tersebut dibenarkan oleh Jumadil, *interview*, (Stakeholder BSI kota Palu, offline), 8 Januari 2020.
- Widodo, A, Determinanst of Islamic Rural bank financing in Indonesia, (Vol 10.no.2 https://journal.unnes.ac.id jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju > jejak > article > view,: Jurnal ekonomi dan kebijakan, 2017">https://journal.unnes.ac.id nju >
- Zulkifli, interview, (Operasional Manager BSI kota Palu), 20 Nopember 2019.