

Religious Court Judges' Ratio Decidendi on Excessive Murabahah Penalties: A Rawlsian Analysis

Aji Saifulloh^{1*}, Muhammad Fakhri Umam²

¹ Universitas Islam Negeri Sunan Kalijaga Yogyakarta

² Universitas Islam Negeri Sunan Kalijaga Yogyakarta

*Corresponding Author: 24203011022@student.uin-suka.ac.id

Abstract: This study analyzes the judges' ratio decidendi in Decision Number 156/Pdt.G/2024/PA.Smn concerning the imposition of late-payment penalties exceeding the principal amount in a murabahah financing contract and examines its conformity with John Rawls' theory of justice. This normative legal research employs case and conceptual approaches. The primary legal material is Decision Number 156/Pdt.G/2024/PA.Smn, while secondary materials consist of DSN-MUI Fatwas and relevant scholarly literature. Data were analyzed qualitatively through legal interpretation of the judges' reasoning and the principles of justice underlying the decision. The findings show that the judges' ratio decidendi was based on the principle of pacta sunt servanda, emphasizing contractual legal certainty and the binding force of agreements. Consequently, the court ordered the payment of the remaining financing obligation of Rp209,700,000 and a late-payment penalty of Rp226,800,000. However, from the perspective of John Rawls' theory of justice, the decision does not fully reflect substantive justice because it inadequately considers the defendants' economic hardship caused by the Covid-19 pandemic. The decision therefore reflects legal-formal justice and highlights the need to balance legal certainty, proportionality, and protection of vulnerable parties in resolving Islamic economic disputes.

Abstrak: Penelitian ini bertujuan menganalisis ratio decidendi hakim dalam Putusan Nomor 156/Pdt.G/2024/PA.Smn terkait penjatuhan denda keterlambatan yang melebihi pokok pembiayaan dalam akad murabahah serta menilai kesesuaiannya dengan teori keadilan John Rawls. Penelitian ini merupakan penelitian hukum normatif dengan pendekatan kasus dan konseptual. Bahan hukum primer berupa Putusan Nomor 156/Pdt.G/2024/PA.Smn, sedangkan bahan hukum sekunder meliputi Fatwa DSN-MUI dan literatur ilmiah yang relevan. Analisis dilakukan secara kualitatif melalui interpretasi hukum terhadap pertimbangan hakim dan prinsip keadilan yang melandasinya. Hasil penelitian menunjukkan bahwa ratio decidendi hakim didasarkan pada asas pacta sunt servanda yang menekankan kepastian hukum dan kekuatan mengikat perjanjian. Berdasarkan pertimbangan tersebut, hakim mengabulkan tuntutan pembayaran sisa kewajiban sebesar Rp209.700.000 serta denda keterlambatan sebesar Rp226.800.000. Namun, ditinjau dari teori keadilan John Rawls, putusan tersebut belum sepenuhnya mencerminkan keadilan substantif karena tidak mempertimbangkan secara memadai kondisi ekonomi Tergugat akibat pandemi Covid-19. Selain itu, penjatuhan denda yang melebihi pokok pembiayaan tidak sejalan dengan difference principle. Oleh karena itu, putusan ini lebih merepresentasikan keadilan legal-formal daripada keadilan substantif serta menunjukkan pentingnya keseimbangan antara kepastian hukum, proporsionalitas sanksi, dan perlindungan pihak yang lemah dalam sengketa ekonomi syariah..

Keywords: John Rawls; murabahah financing; ratio decidendi; substantive justice.

Introduction

Murabahah is a sale and purchase contract requiring the seller to disclose the acquisition cost of goods and determine a mutually agreed profit margin. (Khalidin et al., 2023, p.206) It is widely used by

Islamic financial institutions because it is based on transparency, fairness, and mutual consent. (Rasyid, 2021, p.24) However, murābahah financing often encounters defaults due to customers' failure to fulfill contractual obligations. (Elvia et al., 2023, p.40) Such defaults may result in disputes that are resolved through judicial mechanisms. The jurisdiction of the Religious Courts over Islamic economic disputes is affirmed in Article 49 letter (i) of Law Number 3 of 2006, which authorizes them to examine, adjudicate, and settle cases in the field of Islamic economic law. (Salsabila & Halili, 2026, p.4) In exercising this authority, judges are required not only to apply legal rules formally but also to understand the legal values and sense of justice prevailing in society. (Salsabila & Halili, 2026, p.207) Nevertheless, some decisions continue to prioritize procedural aspects, raising concerns about the realization of substantive justice in Islamic economic dispute resolution.

One of the judicial decisions concerning murābahah financing disputes is Decision Number 156/Pdt.G/2024/PA.Smn. In this case, Koperasi Serba Usaha Syariah (KSUS) Mitra Usaha Ummat filed a lawsuit against a customer for breach of a murābahah financing agreement concluded on 30 April 2018. Under the agreement, the Plaintiff provided financing of IDR 200,000,000 with a profit margin of IDR 21,600,000, creating a total obligation of IDR 221,600,000 due on 30 October 2018. The Defendant paid only IDR 11,900,000, leaving an outstanding balance of IDR 209,700,000. The contract also stipulated a late-payment penalty of IDR 600,000 for every five days of delay. As the delay continued for 63 months, the accumulated penalty reached IDR 226,800,000. The court granted the Plaintiff's claims in full, including the penalty. The judges held that the murābahah agreement was legally valid and binding, and that the Defendant's failure to fulfill the payment obligations constituted a breach of contract. The decision was based on Qur'an Surah Al-Mā'idah verse 1, the opinion of 'Abd al-Hamid Mahmud al-Ba'li, Article 36 KHES, and Article 1338 of the Indonesian Civil Code.

In Islamic economic law, penalties are permitted as an educational instrument for financially capable customers who deliberately delay payment, as stipulated in DSN-MUI Fatwa Number 17/DSN-MUI/IX/2000. The fatwa provides that sanctions may only be imposed on capable customers acting in bad faith and may not be applied to those unable to fulfill their obligations due to force majeure or circumstances beyond their control. Moreover, penalty funds cannot be recognized as profit by Islamic financial institutions and must be allocated for social purposes. (Khomayny & Badullah, 2020, p.99) Islamic economic law also recognizes compensation (*ta'wīd*), which, under DSN-MUI Fatwa Number 43/DSN-MUI/VIII/2004, may only be charged for actual losses. These principles seek to balance the rights and obligations of contracting parties and prevent excessive burdens. They are consistent with the objective of Sharia to realize justice and public welfare. (Widjaja et al., 2023) Therefore, penalties exceeding the principal financing amount raise concerns regarding their compatibility with Sharia objectives, particularly when payment delays result from factors affecting the customer's economic capacity. (Khalidin et al., 2023, p.174)

This issue is particularly relevant to John Rawls' theory of justice, which seeks to establish a balance between rights and obligations while providing protection for those in disadvantaged positions. Through the difference principle, Rawls argues that social and economic inequalities can only be justified if they produce the greatest benefit for the least advantaged members of society. (Audrey Adyuta Putri & Elisatris Gultom, 2025, p.290) In the context of the *murābahah* financing dispute discussed above, this principle provides an appropriate framework for assessing whether the imposition of penalties exceeding the principal financing amount genuinely reflects justice or instead imposes a disproportionate burden on the customer. Accordingly, Rawls' theory of justice is not employed as the sole standard of evaluation. Rather, it serves as an analytical framework that is integrated with the objectives of Islamic law (*maqāṣid al-sharī'ah*) and Sharia principles governing *ta'zīr* and *ta'wīd*. This integrated approach is utilized to critically examine the judges' *ratio decidendi* in the *a quo* case and to evaluate the extent to which the decision reflects substantive justice within the framework of Islamic economic law.

A review of previous studies reveals several relevant works concerning *murābahah* disputes and judicial reasoning in Islamic economic cases. Zeineta Akmalia Fajrin, in her study entitled "*Ratio Decidendi* of the Jember Religious Court Decision on Breach of Murābahah Contract: A Review Based on Murtadha Muthahhari's Theory of Justice," examined judicial reasoning in a *murābahah* breach-of-contract case through the lens of Murtadha Muthahhari's theory of justice. (Fajrin, 2024, p.2580) This study shares similarities with the present research in that both analyze judicial reasoning and assess the extent to which

court decisions reflect substantive justice for the parties involved. However, Fajrin's study focuses on the imbalance in judicial assessment of the parties' respective violations in a breach-of-contract dispute, whereas the present study examines the proportionality of sanctions in the form of penalties exceeding the principal financing amount through the perspective of John Rawls' theory of justice. Furthermore, Muhammad Mukhsin's study entitled "The Role of the Sharia Supervisory Board in Determining Collection Fees and *Murabahah* Penalties at BMT Bina Insan Mandiri Karanganyar" investigates the determination of collection fees and late-payment penalties in *murabahah* contracts, as well as the supervisory role of the Sharia Supervisory Board in overseeing such practices. Although the study shares a common concern with the issue of late-payment penalties in *murabahah* financing, it focuses on institutional aspects and Sharia supervisory mechanisms rather than on the analysis of judges' *ratio decidendi* in court decisions. (Mukhsin, 2024, p.90)

Finally, Rahmadi Indra Tektona examined breaches of *murabahah* contracts through a normative legal approach that integrates civil law, Islamic law, and DSN-MUI Fatwas. (Tektona et al., 2020, p.52) The similarity between that study and the present research lies in their shared focus on *murabahah* disputes and judicial reasoning in breach-of-contract cases. Nevertheless, Tektona's study does not explicitly employ a particular philosophical theory of justice as an analytical framework, relying instead on a purely normative legal approach. This differs from the present study, which specifically applies John Rawls' theory of justice to evaluate the dimension of substantive justice within the judges' *ratio decidendi*. Based on these considerations, this study offers a novel contribution by analyzing Decision Number 156/Pdt.G/2024/PA.Smn concerning the imposition of penalties exceeding the principal financing amount in a *murabahah* contract through the perspective of John Rawls' theory of justice. The study seeks to assess the extent to which the judges' reasoning reflects the principles of substantive justice between the financing institution and the customer.

Method

This research is a normative legal study employing a case approach and a conceptual approach. The case approach is used to analyze Decision Number 156/Pdt.G/2024/PA.Smn as the primary object of the study, while the conceptual approach is used to examine the principle of substantive justice based on John Rawls' theory of justice and the concept of justice as a *maqāṣid al-sharī'ah*. This research was conducted through library research and therefore does not utilize empirical data obtained through interviews, observations, or field surveys. The primary legal material consists of Decision Number 156/Pdt.G/2024/PA.Smn obtained from the official copy available in the Directory of Decisions of the Supreme Court of the Republic of Indonesia. The use of this official document is intended to ensure the validity and accuracy of the legal materials analyzed. The secondary legal materials include DSN-MUI fatwas and scholarly articles relevant to the object of the study. Legal materials were collected through the identification and examination of legal documents related to *murabahah* financing disputes.

The legal materials were analyzed qualitatively through legal interpretation techniques to examine the judges' legal reasoning based on the facts of the case, the applicable legal norms, and the legal objectives pursued in the decision. In the analytical process, the author distinguishes between *ratio decidendi* and *obiter dicta*. *Ratio decidendi* is identified as the principal legal reasoning that is directly related to the ruling and serves as the basis for resolving the dispute, whereas *obiter dicta* refers to supplementary considerations that do not determine the outcome of the decision. The stages of analysis include the identification of the legal facts and disputed legal issues, the examination of the legal norms and Sharia principles applied by the judges, the identification of the *ratio decidendi* underlying the determination of the parties' obligations, and the assessment of the consistency of the judges' reasoning with the principles of justice according to John Rawls' theory of justice.

Results and Discussion

Ratio Decidendi of Religious Court Judges on the Imposition of Penalties Exceeding the Principal Amount in a Murabahah Contract in Decision Number 156/Pdt.G/2024/PA.Smn

The term *ratio decidendi* is widely recognized in common law systems and remains relevant in Indonesian legal studies, particularly in understanding the basis of judicial reasoning. Literally, the term refers to the reason for deciding a case or the legal basis used by a judge to reach a conclusion in a particular dispute. (Susilo & Negara, 2025, p.166) According to Michael Zander, *ratio decidendi* is a proposition of law that determines a case based on the context of its material facts (Susilo & Negara, 2025, p.17). Meanwhile, Sir Rupert Cross defines *ratio decidendi* as an express or implied rule that constitutes a necessary step in reaching a judicial conclusion. (Zuhrah, 2023, p.26) Based on these definitions, *ratio decidendi* may be understood as the core element of a judicial decision that reflects the judge's legal reasoning and serves as the foundation for assessing the justice and consistency of a judgment.

In Decision Number 156/Pdt.G/2024/PA.Smn, the Sleman Religious Court adjudicated a breach-of-contract dispute arising from a *murābahah* financing agreement between BMT Mitra Usaha Ummat and its customers. The dispute originated from Murābahah Financing Agreement Number 377/P-MR/BMTMUU/30/04/2018, signed on 30 April 2018. Under the agreement, the Defendants received financing of IDR 200,000,000 with a six-month profit margin of IDR 21,600,000. Consequently, the total payment obligation amounted to IDR 221,600,000, payable within six months. The case arose after the Defendants failed to fulfill their contractual obligations, leading the Plaintiff to file a lawsuit before the Religious Court.

Over time, the Defendants were only able to make payments totaling IDR 11,900,000 out of their overall obligation. Consequently, an outstanding debt of IDR 209,700,000 remained unpaid. The Plaintiff sent two warning letters (*somasi*) and attempted to resolve the matter through deliberation and mutual settlement. Furthermore, the financing agreement stipulated that a penalty of IDR 600,000 would be imposed for every five-day delay in payment. According to the records, the payment delay from the maturity date of 30 October 2018 until the filing of the lawsuit on 16 January 2024 had reached 63 months. Therefore, the total late-payment penalty claimed by the Plaintiff amounted to IDR 226,800,000.

The claims submitted by the Plaintiff included: granting the claim in its entirety; declaring that the *murābahah* sale and purchase agreement between the Plaintiff and the Defendants was valid and legally binding; declaring that Defendant I had committed a breach of contract; ordering the Defendants to fully settle all outstanding obligations, consisting of a late-payment penalty amounting to IDR 226,800,000 and an unpaid debt of IDR 209,700,000; declaring a parcel of land to be a valid collateral for the financing and legally subject to auction execution for transfer to the Plaintiff should the Defendants fail to compensate for the material losses incurred; and ordering Defendant I to bear all litigation costs arising from the case.

After examining the case and considering the applicable legal arguments, the Sleman Religious Court rendered Decision Number 156/Pdt.G/2024/PA.Smn on 6 June 2024, corresponding to 28 Dhu al-Qa'dah 1445 H. The ruling of the panel of judges granted the Plaintiff's claims in their entirety, declared that the *murābahah* sale and purchase agreement entered into by the parties was legally valid and binding, and found that the Defendants had committed a breach of contract under the agreement, resulting in losses to the Plaintiff amounting to IDR 436,500,000, consisting of the outstanding principal and profit margin of the financing totaling IDR 209,700,000 and a late-payment penalty of IDR 226,800,000. In addition, the panel of judges ordered the Defendants to pay the losses jointly and severally, declared a parcel of land registered under Certificate of Ownership (SHM) Number 125 as valid collateral for the financing, and ordered the Defendants to pay all litigation costs incurred in the amount of IDR 351,000.

In its legal reasoning, the panel of judges established its legal basis by referring to norms consistent with Sharia law. First, the judges relied on the verse of the Qur'an that states, "O you who have believed, fulfill all contracts" (Qur'an, Al-Mā'idah [5]: 1). Second, the judges cited the opinion of the Islamic jurist 'Abd al-Hamid Mahmud al-Ba'li in *Mafāhīm Asāsīyyah fī al-Bunūk al-Islāmiyyah*, which states that compensation for delayed payment may only be imposed when there is an actual loss arising from such delay, and that the loss must be a logical consequence of the debtor's failure to fulfill the payment obligation. Third, the judges based their reasoning on Article 36 of the Compilation of Sharia Economic Law (KHES), which provides that a party may be deemed in breach of contract if it fails to perform its obligations as agreed, performs them improperly, performs them late, or undertakes actions prohibited by the agreement. These three legal foundations formed the basis for the judges' conclusion that the Defendants had breached a valid contract and were therefore liable to compensate the Plaintiff for the resulting losses.

Before the panel of judges rendered its decision, the Defendants had submitted a statement of defense in which they explained that they were unable to make payments in accordance with the written agreement because their business had stagnated and eventually collapsed as a result of the Covid-19 pandemic. In addition, the Defendants requested that the panel of judges waive the obligation to pay penalties and other charges beyond the amount of IDR 209,700,000, which represented the outstanding principal financing. However, in its legal reasoning, the court did not provide any explanation for rejecting the arguments presented by the Defendants in their statement of defense.

Analysis of the Ratio Decidendi of Religious Court Judges on the Imposition of Penalties Exceeding the Principal Amount in a Murabahah Contract Based on John Rawls' Theory of Justice

The *ratio decidendi* of the judges in Sleman Religious Court Decision Number 156/Pdt.G/2024/PA.Smn demonstrates that the judges placed the principle of legal certainty as the primary basis for their ruling. The court held that the *murabahah* contract between BMT Mitra Usaha Ummat and the customer was legally valid. Consequently, the judges ordered the Defendants to pay the entire outstanding principal and profit margin of the financing amounting to IDR 209,700,000, in addition to a late-payment penalty of IDR 226,800,000, as stipulated in the agreement entered into by both parties. As a result, the total obligation imposed upon the Defendants reached IDR 436,500,000, with the penalty exceeding the original principal financing amount of IDR 200,000,000. This circumstance raises an important question regarding the extent to which the judges' reasoning in the decision reflects the concept of justice when examined through the perspective of John Rawls' theory of justice.

John Rawls classifies his theory of justice into two main principles: the principle of equal liberty and the difference principle. (Wihelmus Jemarut et al., 2023, p.142) The first principle provides that every individual is entitled to equal basic liberties, meaning that all individuals have the right to enter into agreements and receive legal protection regardless of their social, religious, or cultural background. (Sunaryo, 2022, p.9)(Yuanita, 2022, p.135) The judges' affirmation of the validity of the agreement between the Plaintiff and the Defendants demonstrates the application of the principle of equal liberty, as the court assessed the agreement without discriminating between the parties involved in the contract.

Meanwhile, John Rawls' difference principle permits social and economic inequalities only when such inequalities provide the greatest benefit to those who are least advantaged. (Madung, 2022, p.222) In the present *murabahah* case, the court's decision to impose a late-payment penalty on the customer that exceeded the principal amount of the financing did not benefit the disadvantaged party; rather, it intensified the customer's economic burden. This indicates that the legal approach adopted by the panel of judges did not fully reflect the principles of justice embodied in John Rawls' theory. (Belista & Pratama, 2025, p.297) The Defendants had argued that they were experiencing severe financial difficulties due to the stagnation of their business, which rendered them unable to fulfill their payment obligations under the *murabahah* financing agreement. Nevertheless, the court maintained its decision without providing any explanation in its legal reasoning for rejecting the Defendants' objection to the imposition of the penalty on the grounds of their business downturn.

The approach adopted by the judges reflects a form of legal-formal justice grounded in the principle of *pacta sunt servanda*, which holds that every lawfully concluded agreement is binding upon the parties and operates as law between them. (Azami & Kustanto, 2025, p.264) (Syamsiah et al., 2023, p.842) The judges' reasoning was oriented toward contractual legal certainty and the textual application of legal norms, based on the view that a violation of contractual terms constitutes a breach of contract that must be accompanied by the legal consequences agreed upon by the parties. (Bachsin et al., 2025, p.2532) Accordingly, the judges regarded the late-payment penalty as a legitimate consequence of contractual breach without considering the proportionality between the amount of the penalty and the economic capacity of the Defendants.

Furthermore, Rawls introduced the concept of the *veil of ignorance*, under which individuals are required to evaluate principles of justice as if they were unaware of their own social and economic status. (Maghfiroh et al., 2025, p.314) If the judges had placed themselves in such a position, their legal reasoning

should not have been based solely on the contractual text but also on the economic consequences arising from the imposition of an excessive penalty. However, the decision demonstrates no such consideration, as evidenced by the absence of any discussion in the court's reasoning regarding the Defendants' argument that they had experienced severe business difficulties as a result of the Covid-19 pandemic. Consequently, the judges in this case appeared more inclined to emphasize the legalistic aspects of the contract without taking into account the factual circumstances of the Defendants as debtors facing genuine difficulties in fulfilling their financial obligations. (Martinelli et al., 2026, p.96)

The contractual approach adopted by the panel of judges is, in principle, consistent with Rawls' notion of contractual justice, which holds that principles of justice are established through free agreements among equal individuals. However, in practice, such equality is often merely formal rather than substantive. In the financing agreement between the Plaintiff and the Defendants, the bargaining positions of the parties were not equal. The Plaintiff possessed greater legal capacity, knowledge, and influence in determining the terms of the agreement, whereas the customer generally occupied a weaker position. Therefore, the rigid application of the principle of *pacta sunt servanda* without due regard for substantive equality is inconsistent with the spirit of *justice as fairness* emphasized by Rawls. (Dali et al., 2025, p.2229)

Based on the foregoing discussion, justice in John Rawls' theory indirectly emphasizes the importance of balance within social relationships. Accordingly, justice requires that the application of law not only ensure legal certainty but also take into account the proportionality between rights and obligations. The panel of judges should have explained its reasons for rejecting the Defendants' argument regarding the business difficulties they had experienced, or at least considered whether the amount of the penalty imposed remained consistent with the principle of substantive justice. A penalty whose value exceeds the principal amount of the financing may be regarded as going beyond the objectives of Sharia, under which sanctions are intended to be educational rather than punitive and excessively burdensome. (Prima et al., 2026, p.594) To further illustrate the differences between the approach adopted by the panel of judges and the principles of justice proposed by John Rawls, the comparison is presented in the following table.

Aspect	Judges' Reasoning	John Rawls' Theory of Justice	Analysis
Basis of Reasoning	Validity of the contract and its provisions	Justice as fairness	The judges placed greater emphasis on the formal validity of the contract.
Late-Payment Penalty	Imposed in accordance with the contractual agreement	Difference Principle	A penalty exceeding the principal financing amount does not benefit the least advantaged party.
Customer's Economic Condition	Not considered a primary factor	Veil of Ignorance	The judges did not evaluate the impact of the decision on a party experiencing economic hardship.
Objective of the Decision	Legal certainty	Distributive Justice	The decision reflects legal-formal justice more than substantive justice.

Furthermore, the concept of *justice as fairness* developed by Rawls is also relevant to the objectives of Sharia (*maqāṣid al-sharī'ah*), particularly the protection of property (*ḥifz al-māl*). Rawls argues that justice cannot be achieved merely through the formal application of rules; rather, it must result in a proportionate distribution of rights and obligations among all parties. (Patingki et al., 2026, p.43) From Rawls' perspective, a legal rule cannot be regarded as just solely because it has been agreed upon or applied consistently; it must also take into account its impact on those who bear the consequences of its application. This view is consistent with the concept of *maqāṣid al-sharī'ah*, which recognizes the protection of property (*ḥifz al-māl*) as one of the primary objectives of Islamic law. (Tsalitsah, 2024, p.190) The protection of property is not

limited to safeguarding the creditor's right to recover outstanding debts, but also encompasses the protection of debtors from suffering excessive losses resulting from the application of legal or contractual provisions. Therefore, both Rawls' theory and Islamic law emphasize that the exercise of rights must be accompanied by consideration of the circumstances and interests of others in order to prevent injustice. (Kinasih & Huda, 2024, p.79)

In Islamic economic law, the imposition of financial sanctions is fundamentally intended to maintain discipline and encourage compliance with contractual obligations, rather than to serve as an instrument for generating additional profit from delayed payments. (Sigit et al., 2021, p.132) Therefore, such sanctions must not undermine the principle of justice that constitutes the primary objective of Sharia-based transactions. When a penalty is imposed excessively to the extent that it exceeds the principal amount of the financing, its function may shift from that of a *ta'zīr* instrument to a mechanism resembling the extraction of benefit from delayed payment, a practice that is prohibited under Islamic law.

This principle is also reflected in Fatwa of the National Sharia Council of the Indonesian Council of Ulama (DSN-MUI) Number 17/DSN-MUI/IX/2000 concerning Sanctions for Capable Customers Who Delay Payment. The fatwa stipulates that sanctions may only be imposed on customers who are financially capable of fulfilling their obligations but deliberately postpone payment. Conversely, customers who are unable to fulfill their obligations due to *force majeure* circumstances may not be subjected to such sanctions. (Rahma, 2021, p.26) This provision demonstrates that Islamic economic law does not merely consider the formal aspect of contractual breach but also takes into account the factual circumstances that prevent an individual from fulfilling contractual obligations. In other words, Sharia law recognizes that justice is not always synonymous with the rigid application of legal rules; rather, it requires consideration of the concrete circumstances faced by the parties involved.

Force majeure may be understood as an extraordinary circumstance that arises beyond human capacity and control, cannot reasonably be foreseen, and cannot be avoided despite the exercise of reasonable efforts. (Ismah et al., 2025, p.2) Such circumstances may render an individual or business entity incapable of fulfilling contractual obligations without any element of intentional default. In both modern contract law and Islamic law, the existence of *force majeure* is frequently used as a basis for reassessing the degree of responsibility of a party who encounters obstacles in performing its contractual obligations. (Khilmi & Triana, 2025, p.405)

In Decision Number 156/Pdt.G/2024/PA.Smn, the Defendants argued that the business they operated had experienced severe stagnation since the outbreak of the Covid-19 pandemic. This statement indicates that the Defendants' inability to fulfill their payment obligations was not solely the result of bad faith or an intentional delay in payment, but was closely related to economic circumstances beyond their control. Although the panel of judges ultimately upheld the claim for the payment of penalties as stipulated in the contract, the judgment does not demonstrate any in-depth analysis of the relevance of these circumstances to the imposition of sanctions. From the perspective of *justice as fairness*, however, the Defendants' economic condition constitutes an important factor that should be considered in assessing whether the imposition of a penalty amounting to IDR 226,800,000 still reflects a fair distribution of rights and obligations.

Similarly, when viewed from the perspective of *maqāṣid al-sharī'ah*, particularly the principle of *hifz al-māl* (the protection of property), consideration of the Defendants' economic circumstances becomes essential to ensure that the protection of property is afforded not only to creditors but also to debtors who experience financial hardship due to circumstances beyond their control. Therefore, the absence of judicial consideration regarding the relationship between the Defendants' pandemic-related business difficulties and the basis for imposing the penalty indicates that the decision was more oriented toward enforcing contractual legal certainty than toward achieving substantive justice. As a consequence, the decision may not fully reflect the values of *justice as fairness* as articulated in Rawls' theory, nor the objective of property protection (*hifz al-māl*) that constitutes an integral part of *maqāṣid al-sharī'ah*.

Based on the foregoing analysis, it can be concluded that the judges' *ratio decidendi* in this case represents a legal-formal approach to justice that emphasizes contractual legal certainty but does not fully reflect substantive justice as envisioned in John Rawls' theory of justice. From the perspective of *justice as fairness*, judges should balance the demands of legal certainty with the need to protect disadvantaged

parties, so that judicial decisions are not only legally valid but also morally and socially just. Therefore, the decision to impose a penalty exceeding the principal amount of the financing may be criticized as being inconsistent with Rawls' *difference principle*, as it further aggravates the economic position of the least advantaged party, whose protection constitutes one of the fundamental objectives of justice itself.

Conclusion

This study concludes that the judges' *ratio decidendi* in Decision Number 156/Pdt.G/2024/PA.Smn was primarily grounded in the principle of contractual legal certainty (*pacta sunt servanda*). The judges held that the *murabahah* contract entered into by the parties was valid and legally binding, thereby requiring the Defendants to fulfill all contractual obligations, including the late-payment penalty amounting to IDR 226,800,000. Accordingly, the judges' reasoning was more oriented toward enforcing the contractual terms and establishing breach of contract than toward assessing the proportionality of the sanction imposed. When examined through the lens of John Rawls' theory of justice, the decision does not fully reflect substantive justice (*justice as fairness*). A penalty exceeding the principal amount of the financing does not demonstrate the application of the *difference principle*, as it further burdens a party in a disadvantaged economic position. Moreover, the judges failed to provide adequate consideration of the Defendants' argument regarding the economic hardship caused by the Covid-19 pandemic, resulting in insufficient attention to the protection of the weaker party.

These findings indicate that the decision reflects legal-formal justice rather than substantive justice. Therefore, in resolving Islamic economic disputes, judges should not only consider the legal certainty of contractual agreements but also take into account the proportionality of sanctions, the factual circumstances of the parties, and the objectives of Islamic economic law, which are oriented toward public welfare (*maṣlahah*) and the protection of property (*hiḍz al-māl*). In this way, judicial decisions will not only be legally valid but will also satisfy the demands of substantive justice.

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