

## Legal Construction of Sharia Banking Dispute Settlement Post constitutional Court Decision No. 93/PUU-X/2012 Realize Just legal guarantee

Dr. Herwastoeti

*Faculty of law, Universities Muhammadiyah Malang, Indonesia*

**ABSTRACT :** The decision of the Constitutional Court Number 93/PUU-X/2012 regarding the authority to settle disputes over sharia banking is considered appropriate, but in practice there are still many sharia banking disputes that are submitted to the District Court so that the Constitutional Court's decision has not provided optimal legal certainty. However, the Constitutional Court's Decision Number 93/PUU-X/2012 regarding the authority to settle disputes over sharia banking is deemed appropriate, stipulating that the settlement of sharia banking disputes must go through a religious court in accordance with its absolute competence, as regulated in Law Number 3 of 2006 concerning Religious Court. This study suggests that Article 55 of Law No. 21 concerning Islamic Banking is immediately revised so that there is no longer overlapping authority which results in legal chaos and to the parties involved in the scope of Islamic banking ranging from Islamic banks, customers, and also notaries who make a sharia financing deed in order to select and place a religious court as the choice of the settlement forum in the event of a dispute after an agreement is not reached through deliberation first.

**KEYWORDS:** legal construction, dispute resolution, sharia banking, legal certainty

### I. INTRODUCTION

Law Number 21 of 2008 concerning Sharia Banking which causes problems because there is a conflict of legal norms because it gives competence or authority to the Court in the general court environment to resolve sharia banking disputes as contained in Article 55 of the Sharia Banking Law which states: (1) Settlement of sharia banking is carried out by courts within the religious courts. (2) In the event that the parties have agreed on a dispute resolution other than as referred to in paragraph (1), the dispute settlement shall be carried out in accordance with the contents of the contract. (3) The dispute resolution as referred to in paragraph (2) may not conflict with sharia principles.

Then, a petition for a judicial review was filed against Law Number 21 of 2008 concerning Islamic Banking, especially against the provisions of Article 55 paragraph (2) and paragraph (3). The applicant as a seeker of justice wants legal certainty from a legal product in this case Law Number 21 of 2008 where Article 55 paragraph (2) and paragraph (3) has created no legal uncertainty as mandated by the 1945 Constitution Article 28D paragraph (1). In its decision, the Constitutional Court granted the Petitioner's request in part, namely that the Elucidation of Article 55 paragraph (2) of Law Number 21 of 2008 concerning Sharia Banking is contrary to the 1945 Constitution of the Republic of Indonesia and the Elucidation of Article 55 paragraph (2) of the Law Number 21 of 2008 concerning Islamic Banking does not have binding legal force; The results of the search conducted by the author through the WEB Directory of the Supreme Court, there are still many sharia banking dispute resolution that are filed with the District Court.

Based on the background described above, the problems of this research are:

1. Why does the settlement of sharia banking disputes after the enactment of the Constitutional Court Decision No. 93/PUU-X/2012 has not implicated legal certainty that is fair to the disputing parties?
2. How is the legal construction of sharia banking dispute settlement after the Constitutional Court Decision No. 93/PUU-X/2012 so that it can give implications for fair legal certainty for the disputing parties?

### II. LITERATURE REVIEW

**Sharia Banking Overview :** According to Article 1 paragraph (1) of Law Number 21 of 2008 concerning Sharia Banking, what is meant by sharia banking is "everything related to sharia banks and sharia business units, including institutions, business activities, as well as methods and processes in carrying out activities. his efforts." Meanwhile, what is meant by sharia bank according to Article 1 paragraph (7) is "a bank that carries out its

business

activities based on sharia principles and according to its type consists of sharia commercial banks and sharia people's financing banks. Islamic banks in carrying out their business activities must be based on sharia principles. Sharia principles as regulated in Article 1 paragraph (12) of Law Number 21 of 2008 are "Islamic legal principles in banking

activities based on fatwa issued by institutions that have the authority to determine fatwa in the field of sharia." The institution that has the authority to issue fatwas in the field of Islamic banking and other Islamic financial institutions is the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) (Anshori, 2009:5).

**Sharia Banking Dispute;** The word 'dispute' in English is known as 'conflict' and 'dispute'. These two words contain the meaning of a dispute, dispute or difference of interest between two or more parties. The word 'conflict' is absorbed into Indonesian to become 'conflict,' while 'dispute' is translated into Indonesian as 'dispute' (Mujahidin, 2010: 46-47). In Islamic banking activities, disputes can occur between Islamic banks and customers. In general, the main factor in the occurrence of disputes is due to the non-fulfillment of the contract that has been agreed between the Islamic bank and the customer or the non-fulfillment of sharia principles in the contract (Mujahidin, 2010:41). Related to the contract (contract), according to Suadi (2017: 7), there are several forms of contracts that can cause disputes so that they must be wary of, the forms of these contracts are as follows: a. One of the parties found the fact that the conditions of a contract, both subjective and objective conditions, were not met, thus demanding the cancellation of the contract; b. The contract is decided by one of the parties without the consent of the other party, and there are differences of opinion in the interpretation of the contents of the contract by the parties so that it creates a legal dispute; c. Because one of the parties does not fulfill the performance as agreed; d. The occurrence of an unlawful act (onrechtmatigedaad); and e. There are unexpected risks at the time of contract making/forcemajeure/overmacht..

**Authority of the Religious Court :** The word 'authority' is often referred to as 'competence,' which comes from the Dutch language 'competentie.' These three words are considered to have the same meaning (Rasyid, 1998: 25). According to Article 24 of the 1945 Constitution of the Republic of Indonesia which reads: "judicial power is exercised by a Supreme Court and other judicial bodies according to law." This article states explicitly that the Supreme Court is one of the judicial institutions that exercise judicial power in carrying out judicial functions and authorities assist with other judicial power bodies (Harahap, 2001: 99). The general court environment is only competent to examine and decide on general criminal cases, customary civil and western civil cases. The competence of the state administrative court only examines and decides on state administrative cases. The competence of military courts only covers cases of military crimes and general crimes committed by members of the TNI. Likewise for religious courts, their area of competence is only limited to certain fields as stipulated by law (Hasan, 2010:123).

Judicial power in relation to civil procedural law is known as 'relative power' and 'absolute power.' Relative power is defined as court power of one type and one level. Number 7 of 1989 which states that: "Religious courts are domiciled in the municipality or in the district capital, and the jurisdiction covers the municipality or district." However, even so, it is possible that there are exceptions in determining this relative authority, as the differences between court powers of the same type and other levels are explicit in the explanation of the article. This relative power has an important meaning, especially in relation to the domicile of the plaintiff and the defendant in a case.

This is also closely related in determining which religious court the parties will file a case with and the defendant's exception rights in resolving a dispute (Suadi, 2017: 37). Absolute power is power related to the type of case or type of court or level of court, in contrast to the type of case or type of court or other level of court. For example, religious courts have power over marriage for people who are Muslim, while people other than Muslims become the power of the general judiciary (Rasyid, 1998: 25-27). Therefore, the religious court must examine carefully whether the cases submitted to him is within its absolute power or not. If the case falls within its absolute power, the religious court must accept the case and may not reject it. However, if the religious court accepts a case beyond its absolute power, then the defendant can file an objection which is called an absolute exception. This absolute exception can be filed by the defendant since the defendant first answered the lawsuit and it can even be submitted at any time up to the appeal level or at the cassation level (Suadi, 2017:37).

The authority of each judicial environment is absolute. What has been determined to be the authority in a judicial environment, it becomes the absolute authority for the court to examine and decide cases. This absolute authority is called 'absolute competence' or 'absolute jurisdiction.' Therefore, every case that is not included in the area of

authority of a particular judicial institution, then the court is not authorized to try (Harahap, 2001: 101-102). Regarding the absolute authority of the religious courts, initially it was clearly regulated in Article 49 of Law Number 7 of 1989 concerning the Religious Courts, where its authority was only limited to the settlement of disputes or civil cases of marriage, inheritance, wills, grants, endowments, alms based on the principle of Islamic personality. The absolute authority of the religious courts has been expanded to resolve sharia economic disputes since Law Number 7 of 1998 was amended by Law Number 3 of 2006. Law Number 3 of 2006 was amended again by Law Number 50 of 2009. Substantially there was no change in competence. absolute religious court in this last law. The amendment of Law Number 7 of 1989 concerning Religious Courts with Law Number 3 of 2006, the absolute authority of the religious courts has expanded and strengthened its existence as one of the judicial institutions in Indonesia. Then, the absolute authority of the religious courts in resolving sharia banking disputes is also strengthened in Law Number 21 concerning Sharia Banking, where Article 55 paragraph (1) states that: "Syariah banking dispute resolution is carried out by courts within the religious courts."

### **III. METHODOLOGY**

This research is a normative juridical (doctrinal) research, the approaches used are the statutory approach, the conceptual approach and the case approach. Doctrinal research obtains primary legal materials, secondary legal materials and tertiary legal materials by using document studies. Normative legal research does not recognize field research because what is being researched is legal materials, so it can be said to be library based, focusing on reading and analysis of the primary and secondary materials. In this study using a technique of collecting research sources in the form of library research techniques (library research). The analysis technique in this legal research uses Content Analysis. The analysis carried out in this study uses several secondary legal materials related to the issues under study which are collected and analyzed qualitatively, then described systematically so that they are easy to understand and analyze based on legal theories and applicable legal regulations so that they are expected to be able to solve the current problem discussed in this study.

### **IV. RESULTS AND DISCUSSIONS**

Settlement of sharia banking disputes after the enactment of the Constitutional Court Decision No.93/PUU-X/2012: The dispute resolution process in sharia banking as regulated in Article 55 paragraph (1), paragraph (2), and paragraph (3) of the Sharia Banking Law has given duties and authorities to courts within the religious courts. It is also further regulated in Article 49 letter (i) of Law Number 3 of 2006 concerning Religious Courts where

dispute resolution is not only limited to sharia banking, but also to other sharia economic fields. The choice of legal forum as regulated in the Elucidation of Article 55 paragraph (2) of the Sharia Banking Law in several concrete cases has opened up space for the choice of a settlement forum which has also given rise to constitutionality issues which in turn can lead to legal uncertainty that can cause losses not only for customers but also for also the Sharia Business Unit. The existence of a choice of forum for resolving disputes in sharia banking as referred to in the Elucidation of Article 55 paragraph (2) of the a quo Law will ultimately lead to overlapping authorities to adjudicate because there are two courts that are given the authority to resolve banking disputes. sharia while in another Act (Religious Court Law) it is expressly stated that the religious court is given the authority to resolve sharia banking disputes including sharia economic disputes;

There are several legal conclusions that can be drawn from the decision of the Constitutional Court:

1. Settlement of sharia banking disputes is the absolute (absolute) authority of the Court within the Religious Courts as mandated by Article 49 letter (i) of Law Number 3 of 2006 concerning Amendments to Law Number 7 of 1989 concerning Religious Courts and Article 55 paragraph (1) Law Number 21 of 2008 concerning Sharia Banking.
2. The parties who make contracts in Islamic banking activities, namely Islamic banks and customers, can make a choice of a legal forum (choice of forum) if the parties do not agree to resolve their dispute through the Religious Courts, but this must be clearly stated in the contract (agreement). ), the parties must clearly state the legal forum chosen in the event of a dispute. So the inclusion of the legal forum chosen by the parties in the contract (agreement) is a must.
3. Even though the parties in making the contract (agreement) have the principle of freedom of contract (freedom of making contract) and become law for those who make it (the principle of *pacta sunt servanda*), a contract may not conflict with the law that has stipulated the existence of absolute power (authority) for a judicial body to resolve disputes, because the law itself binds the parties to the agreement.

Settlement of Sharia Banking disputes by litigation becomes the absolute authority of the Court within the

Religious Courts, because the parties are not allowed to make other agreements due to being bound by the Law which has stipulated that there is absolute (absolute) power (authority) for a judicial body to resolve disputes but non-judgmentally. In litigation, the parties are freed to make a choice of a settlement dispute option, including resolving the dispute through the National Sharia Arbitration Board, whose decision is final and binding. With the issuance of the decision of the Constitutional Court Number 93/PUU-X/2012 which states the explanation of Article 55 paragraph (2) of Law Number 21 of 2008 concerning Islamic Banking, the parties are no longer fixated on resolving their disputes non-litigation in deliberation, banking mediation arbitration through the National Sharia Arbitration Board or other arbitration institutions, but may also take other non-litigation processes such as consultation, negotiation (negotiation), conciliation, banking non-mediation mediation, expert opinion or judgment.

Based on the explanation above, in principle the settlement of sharia banking disputes after the decision of the Constitutional Court Number 93/PUU-X/2012 is the absolute authority of the Religious Courts. Therefore, the only one who has the right to adjudicate sharia disputes in the judicial environment is the Religious Courts, although in the content of the contract the parties have the freedom to contract in making an agreement, but the agreement must not conflict with the law, morality and public order.

#### **Construction of Sharia Banking Dispute Resolution After the Constitutional Court's Decision in the Perspective of Fair Legal Assurance:**

The issuance of the Constitutional Court Decision Number 93/PUU-X/2012, on the one hand, has provided legal certainty for the parties to resolve Sharia Banking disputes through litigation, namely by establishing the authority of the Religious Courts. However, at the same time, the Constitutional Court's Decision Number 93/PUU-X/2012 also has its own legal implications. The legal implications of the aspect of the rule of law that regulate actions can be interpreted as the impact (in the form of) legal issues from a legal rule that are not directly or not explicitly formulated in the legal rules that govern it, but are concluded or related. as an accompanying effect. In line with Nancy and Panji Adam, the Constitutional Court Decision Number 93/PUU-X/2012 also creates new legal problems in the form of lack of legal certainty for parties who will resolve Sharia banking disputes through non-litigation channels. This is because the Constitutional Court has annulled all Elucidation of Article 55 paragraph (2) which contains forms of non-litigation dispute resolution. This situation makes the main norms in Article 55 paragraph (2) blurry (Adam, 2017, 18).

The same opinion was also expressed by Neni Sri Imaniyati and Panji Adam. The implications for the decision of the Constitutional Court Number 93/PUU-X/2012 create a legal vacuum (vacuumrecht) and vague norms. This has implications for legal remedies through non-litigation (Adam, 2017). Based on the foregoing, it can be seen that the implication arising from the decision of the Constitutional Court Number 93/PUU-X/2012 is the existence of legal ambiguity for non-litigation settlement of Sharia Banking disputes. This happened because the Constitutional Court annulled all explanations of Article 55 paragraph (2) of the Sharia Banking Law. The explanation that becomes the problem is letter (d) which contains that one of the resolutions for the Sharia Banking dispute is through the General Court. As mentioned above, the authority granted by the Sharia Banking Law to the General Court creates an absolute overlap of authority between 2 judicial bodies, namely the Religious Courts and the District Courts. Based on this, the Constitutional Court deemed it necessary to examine the material for the Elucidation of Article 55 paragraph (2) letter (d) of the Sharia Banking Law. However, in its decision, the Constitutional Court annulled the entire explanation of Article 55 paragraph (2) of the Sharia Banking Law, giving rise to a new problem, namely the existence of legal ambiguity. This legal ambiguity can lead to the inability to achieve legal certainty to resolve Sharia Banking disputes, especially for dispute resolution through non-litigation channels. The legal implications of the Decision of the Constitutional Court Number 93/PUU-X/2012 which causes the ambiguity of the norm will be able to create legal uncertainty in resolving disputes in Sharia Banking. Based on the above provisions, it can be seen that the decision of the Constitutional Court Number 93/PUU-X-2012 on the settlement of sharia banking disputes has legal implications in the form of new legal issues in the form of lack of legal certainty for parties who will resolve sharia banking disputes through non-litigation channels.. If it is associated with the legal certainty theory of Jan Michael Otto, the settlement of Sharia Banking disputes, especially for the non-litigation route, seems to still be unable to provide legal certainty. Legal certainty according

to Jan Michael Otto has a more juridical dimension and provides limitations regarding legal certainty with the following elements (Otto, 2003):

- a. There are legal rules that are clear, consistent, easy to obtain, published, and recognized by the State;
- b. Citizens principally adjust their behavior to the applicable rules;
- c. Judicial Judges who are independent, impartial in terms of the application of the rule of law and are consistent in resolving disputes; and
- d. The judge's decision is concretely implemented

In practice, many sharia banking dispute resolutions are still being resolved in the District Court after the Constitutional Court's decision. Based on Article 49 letter (i) of Law Number 3 of 2006 concerning Religious Courts, it is clear that sharia economic cases, including sharia banking, are the absolute authority of the religious courts. This is reaffirmed in Article 55 paragraph (1) which states that sharia banking disputes are resolved in courts within the religious courts. Talking about absolute competence between judicial circles, the four existing judicial environments, namely general courts, religious courts, military courts, and state administrative courts, as executor of the functions and authorities of judicial power, have determined the limits of their powers by law in carrying out their functions, judicial authority. Each judicial environment has regulated its authority and this authority is absolute. In other words, the judiciary is only authorized to examine and decide cases based on a predetermined authority, and vice versa is not authorized to resolve cases outside its authority.

Bagir Manan questioned whether there should be two forums for resolving disputes for the same substantive law and the same legal subject. According to him, forum differences are allowed if the substantive law and the subject who will be a party or one of them is different from the subject in general. If the difference in the forum is carried out while the substantive law to be enforced is the same, and the subject of the litigation is also the same, it will lead to disparity in decisions which will ultimately lead to legal uncertainty (Hasan, 2010:10).

In this case, the Supreme Court upheld the Constitutional Court's Decision Number 93/PUU-X/2012. Therefore, if

a sharia banking dispute is submitted to a general court, the dispute will be decided by the decision of *Niet Ontvankelijke Verklaring* (NO), namely the lawsuit cannot be accepted because it contains a formal defect. The formal disability is obscure libel disability, *ne bis in idem*, or a violation of absolute or relative competence. But the fact is that in the field there are still several cases of sharia banking disputes that are still being submitted, processed, and decided by the general court. However, if this happens, the Supreme Court will eventually cancel it if it reaches the stage of cassation. Thus the Religious Courts have absolute authority to deal with sharia bank problems, this is based on Article 49 letter (i) of the Religious Courts Law and has also been regulated by Article 55 (1) of the Sharia Banking Law. Activities carried out by customers with sharia banks have the potential to cause problems. Therefore, both parties are given the authority to choose the forum that will be used to resolve the problem which must be explained in the contents of the contract that they both agreed on together, so that later when problems arise between the two parties, there is definite clarity regarding the forum that will be agreed upon. used to solve the problem. So the conclusion is that it is obligatory to include a dispute resolution forum in the contents of the mutually agreed agreement. (Nurnaningsih Amriani, 2012, 45). In making the contract agreement, although the parties have the freedom to determine the contents of the contract agreement, namely based on the principle of freedom to determine the contract (freedom of making contract) which will later become law for those who have agreed to it, namely based on the principle (*pacta sunt servanda*), however, the freedom to determine the contents of the contract must not conflict with the law that regulates this matter, which has specifically stipulated about The absolute authority of the Religious Courts as the body tasked with resolving problems that occur in the field of Islamic Banks in accordance with Article 49 letter (i) of the Law on Religious Courts, because the Law has bound those who will determine the contract agreement. Dispute settlement litigation in the field of Islamic Banks has become the absolute authority of the Religious Courts, therefore all parties in making the contract agreement may not appoint the General Court due to the existence of a law that has stipulated that authority to the Religious Courts as the agency tasked with resolving Sharia Banking disputes. However, on a non-litigation basis, the parties are given the freedom to determine the choice of the forum that will be used to resolve the dispute between them (settlement dispute option), including in the case of dispute resolution through the National Sharia Arbitration Board (BASYARNAS) whose decision will be final and binding (Hidayat). Harahap: 2016, 34).

After the issuance of the Constitutional Court's decision, customers and Islamic Banks are given the freedom

not to have to follow the explanation of Article 55/(2) in choosing a non-litigation dispute resolution path, although this does not mean eliminating the choice of dispute resolution through the non-litigation route, but this must be returned to Law 30/1999 concerning Arbitration and Alternative Dispute Resolution, therefore there is no need to be fixated on resolving disputes non-litigation which has been previously regulated, but it must also go through other non-litigation processes such as the method that has been determined by the applicable law. When viewed from a normative point of view, if there is a clause in the agreement that contains a forum for dispute resolution in the general court, then indirectly the clause is null and void because it is contrary to law. It rules that have been in effect previously (null and void). This is also enshrined in the rule of imperative law that must be maintained and should not be ruled out even though the parties have the freedom to determine the contents of the contract. Strictly speaking, the attributive competency possessed by the Religious Courts whose task is to resolve disputes in the field of Sharia Banking has been enshrined in the Constitutional Court's decision. And the realization to determine the dispute resolution forum is only in non-litigation domain (Khotibul Umam: 2015, 29). Considering the task of the Constitutional Court which has the authority to examine the Act against the 1945 Constitution which later the decision will have a final and binding nature, therefore all parties must obey the result of the decision. There are still those who settle the dispute in the General Court, the judge must reject it, because it is not in line with the applicable regulations. Where the contents of the decision state that the judge rejects the claim from the plaintiff because it is not in accordance with the applicable regulations. and also if this happens, it can be said that the District Court has wrongly applied the applicable law.

## V. CONCLUSION AND RECOMMENDATIONS

The decision of the Constitutional Court Number 93/PUU-X/2012 regarding the authority to settle disputes over sharia banking is considered appropriate, but in practice there are still many sharia banking disputes that are submitted to the District Court so that the Constitutional Court's decision has not provided optimal legal certainty. However, the Constitutional Court's Decision Number 93/PUU-X/2012 regarding the authority to settle disputes over sharia banking is deemed appropriate, stipulating that the settlement of sharia banking disputes must go through a religious court in accordance with its absolute competence, as regulated in Law Number 3 of 2006 concerning Religious Court. In order to ensure certainty in the event of a sharia banking dispute, the role of the Supreme Court as the highest judicial institution in charge of the religious courts and the state courts is necessary. The Supreme Court must clarify which of the two courts has more authority in resolving sharia banking disputes. The agreement of the Supreme Court leadership in the plenary meeting can be reaffirmed in the form of a Supreme Court Circular (SEMA) or a Supreme Court Regulation (PERMA).

**Recommendations:** In every contract making sharia banking agreement, the clause on the agreed forum for dispute resolution must be clearly considered and must also remain guided by the regulation that has been in force, namely Law no. 3/2006 Regarding Religious Courts, Law no. 21/2008 concerning Islamic Banking and the Decision of the Constitutional Court No. 93/PUU-X/2012 which has stipulated the Religious Courts to settle Sharia Economic Disputes.

## REFERENCES

1. Anshori, A.G. (2009). *Hukum perbankan syariah* (UUNo. 21 Tahun 2008). Bandung: PT Refika Aditama.
2. Arifin, Z. (2000). *Memahami bank syariah: Lingkup, peluang, tantangan & prospek*. Jakarta: Alva Bet.
3. Harahap, Y.M. (2001). *Kedudukan kewenangan & acara peradilan agama* UUNo. 7 Tahun 1989. Jakarta: Sinar Grafika.
4. Hasan, H.H. (2010). *Kompetensi peradilan agama dalam penyelesaian perkara ekonomis syariah*. Jakarta: Gramata Publishing.
5. Muda, I. (2016, April). *Penafsiran hukum yang membentuk keadilan legal dalam penyelesaian sengketa perbankan syariah: Kajian Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012*. *Jurnal Yudisial*, 9(1), 37-50.
6. Mujahidin, A. (2010). *Kewenangan & prosedur penyelesaian sengketa ekonomis syariah di Indonesia*. Bogor: Ghalia Indonesia.
7. Pramono, N. (2015). *Konsekuensi hukum akad yang mencantumkan pilihan hukum penyelesaian sengketa syariah pascaputusan MK No. 93/2012 dikaitkan dengan Pasal 1338 KuHP*. dt.
8. Rasyid, A. (2015b). *Penyelesaian sengketa bisnis di luar pengadilan*. Jakarta: Binus Media & Publishing.
9. Suadi, A. (2017). *Penyelesaian sengketa ekonomis syariah: Teori & praktik*. Jakarta: Kencana.
10. Usman, R. (2013). *Pilihan Penyelesaian Sengketa di luar pengadilan*. Bandung: PTCitra Aditya Bakti.
11. Nurnaningsih Amriani, 2012, *Mediasi Alternatif Penyelesaian Sengketa di Pengadilan*, Grafindo, Persada,

Jakarta.

12. Khotibul, Umam, Implikasi Putusan Mahkamah Konstitusi Nomor 93/PUU-X/2012 Bagi Penyelesaian Sengketa Bisnis dan Keuangan Syariah. *Jurnal Konstitusi*. Volume 12. Nomor 4. Desember 2015, 710.
13. Jan Michiel Otto, 2003, penerjemah, Tristram Moeliono, Kepastian hukum di negara berkembang, *Komisi Hukum Nasional Republik Indonesia*, Jakarta .
14. Undang-Undang Nomor 10 Tahun 1998 Tentang Perubahan Undang-Undang Nomor 7 Tahun 1992 Tentang Perbankan.
15. Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah
16. Undang-undang No.3 Tahun 2006 Tentang Perubahan Atas Undang-Undang No.7 Tahun 1989 Tentang Peradilan Agama.