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The Effectiveness of the Resolution of Non-Performing Financing at BSI KC Palangka Raya Diponegoro Through Small Claim Court

Nurul Ayatul Maimunah¹, Muhammad Zainal Arifin², Fadiah Adlina³

IAIN Palangka Raya, Indonesia^{1,2,3}

nurulayatu@gmail.com

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ABSTRACT

This research is motivated by the existence of non-performing financing at Bank Syariah Indonesia and previous research which explained various factors that cause non-performing financing and settlement carried out by Islamic Banking, especially Bank Syariah Indonesia. In particular, this study examines the handling of non-performing financing through a small claim court at BSI KC Palangka Raya Diponegoro. This study aims to identify the factors that cause non-performing financing in BSI KC Palangka Raya Diponegoro and identify the process of resolving non-performing financing through the Small Claim Court mechanism. In addition, by reviewing the Small Claim Court process, it is hoped that insight will be gained regarding the efficiency and effectiveness of using this method. The method used in this study is descriptive analysis by collecting data through observation, in-depth interviews and documentation. The results of the study show that the non-performing financing factor at BSI KC Palangka Raya Diponegoro is dominated by a lack of attention and a sense of responsibility from customers and supported by a lack of understanding in managing finances. The handling of non-performing financing at BSI KC Palangka Raya Diponegoro implements the settlement of the non-litigation and litigation routes. Decision-making using settlement with a small claim court is based on the client's character, the existence of psychological effects and efficient time and costs. Therefore, the importance of formulating an effective non-performing financing settlement policy and small claim court as an alternative to dispute resolution in Islamic banking can be a strategic consideration for BSI KC Palangka Raya Diponegoro to overcome non-performing financing.

Kata Kunci:

Pembiayaan Bermasalah; Penyelesaian; Gugatan Sederhana

ABSTRAK

Penelitian ini dilatarbelakangi adanya pembiayaan bermasalah di Bank Syariah Indonesia dan penelitian sebelumnya yang memaparkan berbagai faktor penyebab pembiayaan bermasalah dan penyelesaian yang dilakukan oleh Perbankan syariah khususnya Bank Syariah Indonesia. Secara khusus penelitian ini mengkaji penanganan



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pembiayaan bermasalah melalui gugatan sederhana di BSI KC Palangka Raya Diponegoro. Penelitian ini bertujuan untuk mengidentifikasi faktor-faktor penyebab pembiayaan bermasalah di BSI KC Palangka Raya Diponegoro serta mengidentifikasi proses penyelesaian pembiayaan bermasalah melalui mekanisme Small Claim Court. Selain itu dengan mengkaji proses gugatan sederhana harapannya diperoleh wawasan mengenai efisiensi dan efektivitas menggunakan metode ini. Metode yang digunakan dalam penelitian ini adalah analisis deskriptif dengan mengumpulkan data melalui observasi, wawancara mendalam dan dokumentasi. Hasil penelitian menunjukkan bahwa faktor pembiayaan bermasalah di BSI KC Palangka Raya Diponegoro didominasi oleh kurangnya perhatian dan rasa tanggung jawab nasabah serta didukung dengan kurangnya pemahaman dalam mengelola finansial. Penanganan pembiayaan bermasalah di BSI KC Palangka Raya Diponegoro menerapkan penyelesaian jalur non litigasi dan jalur litigasi. Pengambilan keputusan menggunakan penyelesaian dengan gugatan sederhana didasarkan pada karakter nasabah, adanya efek psikologis dan waktu serta biaya yang efisien. Oleh karena itu, pentingnya merumuskan kebijakan penyelesaian pembiayaan bermasalah yang efektif serta small claim court sebagai alternatif penyelesaian sengketa di perbankan syariah dapat menjadi pertimbangan strategis BSI KC Palangka Raya Diponegoro untuk mengatasi pembiayaan bermasalah.

INTRODUCTION

Banks are the country's economic centers that provide financing to various sectors to support the flow of funds from surplus to deficit (Ahmad, Amran, and Haris 2022). Banks hold control over most of the money supply and banks have the ability to influence the type and characteristics of production in any country. Because it functions as an intermediary between capital owners (fund suppliers) and capital users (fund users), banking institutions are the pillars of the country's economy (Suyanto 2021). The financial sector, especially Islamic banking, has a significant role in a country's economic growth. The banking intermediation function, which includes the collection, fundraising, and distribution of funds to the real sector, makes it a catalyst for the growth of the real sector. Several studies have shown that Islamic banking is very helpful for economic growth and poverty alleviation (Hartanto and Samputra 2023).

Banks that operate on Islamic principles are known as Islamic banks. After Law Number 7 of 1992 on Banking, which explicitly allowed banks to operate on the principle of yield, Islamic banking became increasingly popular. Furthermore, Law Number 10 of 1998 concerning Amendments to Law Number 7 of 1992 concerning Banking amends article 1 paragraphs (3) and (4), which distinguish banks into conventional banks and Islamic banks, which include commercial banks and people's credit banks. With the provisions contained in Law Number 10 of 1998, the era of the dual banking system began. Furthermore, Law Number 21 of 2008 concerning Islamic



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Banking, which regulates Islamic banks. This is a solution to the needs of the community who need a reliable banking system in accordance with Sharia principles (Istiowati and Muslichah 2021). One of the activities of Islamic banks is financing, where banks provide funds to other parties to meet customer needs. Financing through murabahah, musharakah, and mudharabah contracts offered by Islamic banks is very suitable compared to the existing credit allocation in conventional banks because the business or management systems and rules implemented by the bank are expected to produce customer satisfaction and transparency.

Islamic bank financing based on its use is divided into two categories: productive financing (for customers who need capital to develop their business) and consumptive financing (for customers who want to meet consumption needs that are not related to business and are usually individual). Customers will get facilities that are useful for business production needs, such as increasing business capital, trade, and investment, and customers engaged in business will be more interested in productive financing. Financing activities are an important part of Islamic banking and if managed properly can help the survival of the company. Even Islamic banks can collapse due to poor financing management (Sudarto 2020).

Financing risk is the possibility that the borrower will lose money if they do not repay the loan or meet the obligations set out in the contract (Suyanto 2021). According to data from the Financial Services Authority (OJK), the amount of financing for Sharia Commercial Banks (BUS) and Sharia Business Units (UUS) that fell into non-performing financing increased on an annual basis (YtD) to 11,751 trillion in January 2024 from 11,596 trillion in December 2023. On an annual (YoY) basis, the total financing that fell into Non-Performing Financing increased from IDR 11,625 trillion in January 2023 (Dewi 2024). Efforts and actions to withdraw the financing of non-performing debtors, especially those that are due or have met the repayment requirements, are known as the settlement of non-performing financing. According to Article 55 of the Sharia Banking Law, the settlement of Islamic banking disputes is carried out by the Religious Court. However, the Bank and the customer have an agreement to resolve the dispute by sharia principles. Dispute resolution is carried out in accordance with the content of the contract through deliberation, banking mediation, the National Sharia Arbitration Board (Basyarnas) or other arbitration institutions, or the judiciary within the General Court for Settlement of Non- Non-performing Financing (Ulpah 2020).

According to (Umami and Prakoso 2023) dispute resolution through lawsuits will interfere with or hinder community activities so that they are considered ineffective and inefficient, especially those related to business issues. This is because the dispute resolution process through general litigation is very complicated and time-consuming as a result of its complicated examination system. In addition, longer legal remedies, such as appeals, cassations, and reconsiderations, are also time-consuming and costly. Courts that are not responsive to defend the interests of justice seekers and often act unfairly are also a major factor. Court decisions often raise new problems rather than solve problems because of the long time it takes to enforce the award and there is no legal rule on how long the award should be enforced, which means the award only wins on paper. As a result, dispute resolution can be less useful so it is not in line with the goals and intentions of



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a small claim court that is fast, easy, and low-cost (Rachmawati 2020). The existence of a small claim court with fast, cheap, and efficient settlement through this court can be used in resolving non-performing financing in Islamic banking, one of which is Bank Syariah Indonesia.

The research conducted by Nirma Wulandari, focuses on settling non-performing financing with the restructuring method through the principle of ta'awun while this research focuses on settling non-performing financing through small claim court (Nirma Wulandari 2023). The research was conducted by Khofifah Indar Mawar Sari, Jeby Fahira and Zahratunisa, This study discusses the handling of non-performing financing in general or broadly while this study uses settlement through small claim court (Zahratunnisa, Sari, and Fahira 2023). Research conducted by St. Saleha Madjid, Ulil Amri and Fachruddin Mansyur, in this study small claim court are applied to sharia economic disputes in general, while this research focuses on small claim court on the settlement of non-performing financing.(Madjid, Amri, and Mansyur 2023).

The initial observation stage found that there was a case of non-performing financing at BSI KC Palangka Raya Diponegoro. The handling of non-performing financing at BSI KC Palangka Raya Diponegoro through various means such as communication, negotiation, and rescheduling approaches as well as the last step through law enforcement channels. The case of settling non-performing financing with this small claim court made the researcher interested in researching the case with the title Efforts to Settle Non- performing financing at BSI KC Palangka Raya Diponegoro Through the Small Claim Court (Small claim court) because at BSI KC Palangka Raya Diponegoro had made a small claim court at the time of handling non-performing financing so that this became a new strategy in resolving non-performing financing.

In the context of non-performing financing at BSI KC Palangka Raya Diponegoro, there are several factors that can affect the emergence of these problems. First, economic factors, such as the instability of debtors' income, can hinder their ability to meet payment obligations. In addition, the Bank's internal management factors, including less stringent financing assessment procedures, also contributed to this problem. Furthermore, it is important to explore how the process of resolving distressed financing is carried out, especially through the Small Claim Court mechanism. This process is expected to provide a faster and more efficient solution for both parties so that it is expected to minimize losses experienced by banks and debtors. By understanding the causal factors and settlement mechanisms, it is hoped that strategic measures will be found to improve the quality of financing and reduce the risk of non-performing financing in the future.

Previous research has similarities by focusing on financing problems, one of the previous studies also uses a legal approach in resolving problematic financing, namely using small claim courts. The difference between this research and previous research lies in the method of resolving problematic financing, the use of methods that are generally not focused on certain methods, the reconstruction method with the principle of ta'awun and the application of small claim courts in resolving sharia economic disputes in general, not specifically on problematic financing. The previous research has not explored specifically the effectiveness of using the small claim court method to resolve problematic financing, Research on small claim courts already exists in the context of sharia economics, but there is no specific discussion of small claim courts as a method



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of resolving problematic financing. The approach used in existing research tends to be general, so more specific research is needed on the effectiveness of the implementation of small claim court in resolving problematic financing. Therefore, this study will focus on the effectiveness of the implementation of small claim court as a method of resolving problematic financing in Islamic banks that makes new and relevant contributions to the existing literature.

The purpose of this study is to identify the effectiveness of the problem financing settlement process through the Small Claim Court mechanism. By exploring the steps taken in this process, it is hoped that insights can be gained on the effectiveness of existing settlement methods, as well as their impact on the relationship between banks and debtors. In addition, the purpose of this study is to identify the factors that cause problematic financing in BSI KC Palangka Raya Diponegoro. By understanding the various elements that affect the occurrence of non-performing financing, such as the economic condition of debtors and the Bank's internal policies, it is hoped that more effective solutions can be found to prevent similar problems in the future.

LITERATURE REVIEW

Effectiveness

Programs or policies including small claim courts must be evaluated from the point of view of effectiveness. The word "effective" itself comes from the word "successful", which means something that is carried out well or successfully. The ability to complete tasks and activities without experiencing stress or pressure while doing so is called effective. The extent to which a program or policy achieves its goals and objectives is called program effectiveness. It includes an evaluation of the results of the program and how it impacts the target group or society as a whole. Effectiveness is concerned with how efficiently a person can achieve the desired goal or outcome of a series of actions or processes. According to Sutrisno, effectiveness indicators including program understanding, on target, on time, goal achievement, and real change can be used to evaluate how effective a program.

Effectiveness is centered on outcomes, considered effective if the output produced can meet the objectives. Effectiveness indicates success in terms of achieving goals. Effectiveness shows the ability of a company to achieve the goals (final results) that have been set precisely. The achievement of the final result in accordance with the set time target to measure the capabilities of the applicable standards reflects that a company has demonstrated operational effectiveness. Effectiveness is centered on outcomes, considered effective if the output produced can meet the objectives. Effectiveness indicates success in terms of achieving goals. Effectiveness shows the ability of a company to achieve the goals (final results) that have been set precisely. The achievement of the final result in accordance with the set time target to measure the capabilities of the applicable standards reflects that a company has demonstrated operational effectiveness (Asia and Keri 2021).

Financing and Non-Performing Financing

Financing based on sharia principles according to Banking Law Number 10 of 1998 is the provision of funds based on an agreement or agreement between the bank and the customer that



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provides financing or loans to the customer for a specified period and is agreed upon by both parties to return the loan or bill given in exchange or profit sharing. Four types of sharia financing *mudharabah*, *musyarakah*, *murabahah*, and *ijarah* underlie financing based on sharia principles (Isman 2024). Financing has five principles known as the 5C such as character, capacity, capital, collateral, and condition. Character is a belief that the characteristics of the person to be given financing are truly trustworthy, which is reflected in the customer's background, such as his lifestyle or lifestyle, family status, hobbies, and social status. Ability or the ability to see customers in the business field related to their education, business ability is also measured by their ability to understand government regulations and how they have run their business. Capital, to find out whether the use of capital is effective, financial statements (balance sheet and profit and loss) are examined by looking at liquidity, solvency, profitability, and other metrics. Collateral or guarantee, meaning that the guarantee provided by prospective financing customers, both physically and non-physically, the amount of collateral may exceed the amount of financing, and collateral must also be checked to ensure that in the event of a problem, the collateral entrusted can be used quickly (Al-slehat et al. 2024). Condition of Economy or economic conditions, in assessing financing, must consider current and future economic and political conditions according to their respective sectors, as well as the business prospects of the financed sector (Hernawati et al. 2021). The assessment of the prospects of the financed business field must have strong prospects so that the possibility of financing problems is relatively small (Fakhrunnas and Anto 2024).

Financing customers who do not fulfill their obligations are referred to as defaulting so financing transactions do not run smoothly and cause disputes. This dispute is dominated by non-performing financing which in commercial banks is known as *macerate loans* or Non-Performance Loans (NPL) (Supriyatni 2021). Non-performing financing, also known as non-performing financing is a condition in which the borrower is unable to meet its obligations and has reached the 3rd, 4th, and 5th collectibility caused by various reasons that require the financing agreement to be reviewed or amended. Therefore, there is a possibility that financing risks may increase (Darmawi 2011). According to Gup and Kolari, the first indicator that can be seen by bank management in determining the quality of Non-Performing Financing (NPF) loans is the number of non-accrual loans (loans whose interest is lowered) or loans whose term is extended due to non-performing debtors and real estate (confiscated proceeds).

Biety and Karen Cak describe non-performing loans/financing as defaulting loans/financing if principal and interest installment payments are not paid by the credit agreement and will be reported as defaulting loans/financing based on the credit/financing installment schedule (Asiyah 2019). Among the causes of non-performing financing can come from internal banking factors, the analysis carried out by the analysis party is not thorough or wrong in calculations. In addition, it can come from external factors such as natural disasters, economic crises, declining commodity prices, increases in demand prices, and government regulations. Another factor can also come from borrowers who have an element of intentionality not to pay their obligations to the bank so that the credit/financing provided is stuck. (Sofyan 2020).



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There are certain standards set for the quality of financing. In Bank Indonesia Circular Letter No. 7/3/DPNP dated 31 January 2005 regarding the Asset Quality of Commercial Banks, Bank Indonesia stipulates the following financing categories:

Table 1. Collectibility of Financing

Col	Category	Indicators
1	Pass	There are no arrears, and it meets all other financing requirements.
2	Special Mention	There is an arrears of principal or margin payments for 60 days to 90 days.
3	Substandard	The arrears of principal or margin payments have been in place for 90 to 120 days.
4	Doubtful	The arrears of principal or margin payments are more than 120 to 180 days.
5	Loss	The arrears of principal or margin payments have lasted more than 180 days.

Source: BI Circular Letter, 2005

Non Performing Financing Solutions

Non-litigation financing can be resolved through 2 channels, namely Non-Litigation and Litigation. The Non-Litigation route refers to the settlement of cases in person and outside of court while maintaining the confidentiality of the parties involved. The out-of-court settlement process for this case avoids delays caused by procedural and administrative issues such as open trials and provides a mutually beneficial solution (Andrianto and Firmansyah 2019). The patterns of financing settlement through relaxation according to POJK Number 30/POJK.05/2021 are as follows:

1. Rescheduling is a change in the payment schedule of customer obligations or the period.
2. Reconditioning is a change in part or all of the financing requirements without adding to the remaining customer obligations that must be paid to the bank. Changes such as payment schedules, installment amounts, terms, or deductions can be made without adding to the remaining customer obligations that must be paid to the bank (Sofiani and Suhendar 2023).
3. Restructuring, also known as restructuring, means that changes in financing requirements are not only carried out by schedule shifts or improvements. Changes in the estimated results of mudharabah or musharakah financing. Restructuring is an effort by banks to help their customers fulfill their obligations, among others, through: PBI No.13/09/PBI/2011 concerning amendments to PBI No.10/18/PBI/2008 concerning Financing Restructuring for Sharia Banks and Sharia Business Units (Nurnasrina and



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Putra 2018). Implementation of restructuring policies through interest rate reductions or margins (profits), financing tenor rescheduling policies, reduction of loan principal arrears or financing, reduction of interest or margin arrears (profits), additional financing facilities and conversion of financing into temporary capital participation. After the COVID-19 pandemic and after the validity period of the Financial Services Authority's policy expired, the problem of Non-Performing Financing (NPF) continued (Sofiani and Suhendar 2023).

Settlement of non-performing loans/financing through litigation can be done by obtaining loan collateral, recovering loans from guarantors, obtaining loan collateral through banks, voluntarily surrendering collateral, or filing a civil lawsuit to request loan repayment from the debtor. Completing financing through legal channels is the last option available to banks or debtors if financing is problematic or financing is bad (Asiyah 2019). Credit settlement according to legal procedures can be done through:

1. Settlement of financing by the district court
2. Settlement of financing by commercial courts

This litigation route requires a large cost and a relatively long time because the process starting from filing a lawsuit to receiving the judge's decision is very long. And sometimes, disgruntled contestants in court file legal remedies ranging from appeals, annulments, and reconsiderations. However, this procedural path is a reference for legitimate decisions.

Small Claim Court

Civil procedure law, which is formal civil law, regulates how the material civil law is applied after a particular violation has occurred. The District Court is a court of first instance to examine, decide, and resolve criminal and civil cases. The District Court is a judicial body under the Supreme Court that has the authority to examine, adjudicate, and resolve criminal and civil cases. Civil law is private law that protects the interests of individuals. A civil case is a dispute over the relationship between one legal subject and another regarding rights and obligations, orders, and prohibitions in the civil domain. For example, default, violation of the law, and so on (Pati et al. 2024). About default, Article 1243 of the Civil Code and unlawful acts are guided by civil lawsuits. To resolve a case, the judge in the court is responsible for examining and adjudicating fairly both parties in a hearing that is open to the public by the applicable laws and regulations (formal law) in this case the civil procedure law (HIR or Herzienne Indonesisch Reglement) guided by the Civil Code (Hadi 2023).

Based on Article 2 Paragraph 4 and Article 4 Paragraph 2 of Law No. 48 of 2009 concerning Judicial Power, this is related to a simple, fast, and cheap judicial process. Therefore, there needs to be a dispute resolution procedure like the one in countries that adhere to the common law system. This procedure gives the authority to resolve cases based on how large or small the value of the object of the dispute is, which allows for fast, easy, and cheap dispute resolution through a mechanism known as small claims court (Wibowo 2021).

According to Article 1 number 1 of PERMA No. 4 of 2019, which amends Supreme Court Regulation Number 2 of 2015 concerning Procedures for Settlement of Small claim courts, the

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settlement of a small claim court is an examination procedure in court for civil lawsuits with a maximum material value of Rp 500,000,000,- which is resolved by simple procedures and evidence. A small claim court case must include breach of promise, default, or unlawful act, it must not be a civil dispute and not a land rights dispute, each of the plaintiff and the defendant must not have the same legal interests, the plaintiff and the defendant live in the same jurisdiction. If the plaintiff does not reside or reside in the jurisdiction in which the defendant resides or resides, the plaintiff must appoint an attorney, incidental attorney, or representative located in the jurisdiction or domicile of the defendant. Both the plaintiff and the defendant must attend the trial in person with or without being accompanied by a proxy, incidental proxy, or representative with a letter of assignment from their respective institutions (Sukadi and Zechariah 2021).

Small claim court settlement does not have a replica and duplicate process. These proponents argue that this could shorten the time it takes to examine cases. On the other hand, the dissenting party considers this method ineffective because it does not allow each party to submit replicas and duplicates. Gustav Radbruch stated that the three basic values of law are justice, utility, and legal certainty (Prasetyo et al. 2022).

RESEARCH METHODS

Qualitative research is a type of research that involves the process of collecting, analyzing, and interpreting data that cannot be measured. This research is a type of case study research that provides an in-depth understanding of a problem or phenomenon. Using a qualitative descriptive approach, this study analyzes the settlement of non-performing financing at BSI KC Palangka Raya Diponegoro through a small claim court. The qualitative approach emphasizes the meaning, reasoning, and definition of the settlement of non-performing financing at BSI KC Palangka Raya Diponegoro through small claim courts and other matters related to research problems (Sugiyono 2019). The data needed in this study are primary data and secondary data, primary data is the main data needed such as the results of interviews with employees of the BSI KC Palangka Raya Diponegoro collection, and secondary data as supporting data such as literature that includes theories or findings of previous research and official documents of lawsuits to strengthen the results of the research (Helaludidin and Wijaya 2019).

The data collection techniques used include observation, interviews, and documentation. Valid and correct data is obtained from data processing, and the data researchers can test various data sources through the triangulation method. The triangulation used in this study is a triangulation technique by testing the credibility of the data, the data obtained is checked through in-depth interviews, observations, and documents or notes. Data analysis is the process of systematically searching for and compiling data. In qualitative research, data analysis begins with initial research and explanation of the problem before going into the field and is carried out continuously until the data is complete. After the data collected is explained through the data reduction process or directly presented (data display), the conclusions that still exist are temporary (Umrati and Wijaya 2020).



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RESULT AND DISCUSSION

Factors Causing Non- Non-Performing Financing

The Directorate of Sharia Banking of Bank Indonesia released Sharia Banking statistics, mentioning the term Non-Performing Finance or Non-Performing Financing which indicates that funding is experiencing obstacles so that it does not run well. Financing always contains Non-Performing Finance risks and will affect the performance of Islamic banks (Ramanesty, Prasetyo, and Airlangga 2020). Non-performing financing is a type of financing risk that is defined as the arrears of financing payments by customers that will give rise to risks with financing groups or categories in special attention, doubtful and stuck. The high frequency of non-performing financing can affect banking profits, one of the contributing factors is errors in determining financing and billing assessments that trigger an increase in non-performing financing (Filianti, Alif, and Wahyudi 2020). The obstacles or problems faced by debtors in carrying out their obligations need to be a concern because they will be considered by the Bank in taking actions and decisions. Among the causes of non-performing financing can come from internal banking factors or external factors (Sofyan 2020).

Based on the results of an interview with Muhammad Faisal Al Amien from the Collection Division of BSI KC Palangka Raya Diponegoro, there are various causes of non-performing financing. Muhammad Faisal Amien emphasized that the main factor causing arrears is the lack of attention and sense of responsibility of customers in fulfilling their obligations, besides that the uncertain economic factor of customers is also the reason for arrears. This shows the lack of customer responsibility in paying financing or arrears as well as inefficient financial management of customers so that the economy declines and cannot fulfill the obligation to pay for financing (Muhammad Faisal Al Amien, 2024).

This research supports the results of previous research conducted by Nirma Wulandari which identified various problems faced by customers, including natural disasters, diseases, business bankruptcies, customer nature, and lack of responsibility to pay financing (Nirma Wulandari 2023). Furthermore, research by Khofifah Indar Mawar Sari, Jeby Fahira, and Zahratunnisa divides the causes of non-performing financing into two categories: internal and external. Internal factors include errors in financing analysis, poor human resources, and poor company management. External factors include natural disasters, wars, and changes in the economy of the community. This indicates that the company also has a responsibility to ensure that the risk analysis and management process is well conducted to reduce the likelihood of distressed financing (Zahratunnisa et al. 2023). However, the results of this study emphasize that the main factor causing non-performing financing is the lack of attention and a sense of responsibility on the part of customers.

The factors that cause non-performing financing come from the relationship between internal and external factors. Customer negligence with its responsibilities needs to be a special concern and plays a major role in the cause of non-performing financing supported by uncertain economic conditions. Strategic steps to reduce the number of non-performing loans by providing information to customers and raising awareness about the importance of financial responsibility,



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and financing principles must also continue to be evaluated and implemented properly. With an equitable approach, all parties can work together to improve financing performance and create a better relationship between financial institutions and customers.

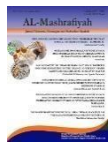
Standard Operating Procedures for Handling Non- performing financing

The first step that must be taken in resolving disputes is through peaceful means. To achieve the essence of peace, the main principle that must be carried out is the recognition that the parties will return to Allah (Quran) and His Messenger (al-Sunnah) and solve all problems. These peace efforts are usually carried out through deliberation (shura) to reach an agreement between the parties to the conflict. The problems of the parties are expected to be resolved by considering prioritizing Sharia principles (Herdiati 2021).

Based on the results of an interview with Muhammad Faisal Al Amien (Collection Division of BSI KC Palangka Raya Diponegoro), SOP: The first step that must be taken in non-litigation financing is to use a non-litigation route, namely being given a warning letter. This is done when the customer begins to neglect his obligations, starting from arrears in installments of 1 (one) month and so on. For customers who do not pay their installments on time, customers will be given a warning letter 1, a warning letter 2, and a warning letter 3. Warning letter 3 can be given again or subsequently given a deliberation summons letter intending to find a solution to the problems experienced by the customer so that the customer can pay off his arrears. The schedule of the deliberation meeting is determined by the Bank/collection division. If at the deliberation meeting, it is found that there is a consensus with the customer's commitment to pay the arrears/obligations, then minutes are made which are the basis for the Bank to collect the payment promise by the customer, if the customer does not attend the deliberation, the minutes are still made. If deliberation and consensus are also not found, a plaque or sticker will be installed on the collateral that reads "This Land and Building is Pledged at Bank Syariah Indonesia" based on a letter of assignment from Bank Syariah Indonesia. Then if it is not completed, the decision is returned to Bank Syariah Indonesia to use litigation channels such as settlement through auction, *aanmaning* (execution of guarantees), or small claim courts (Muhammad Faisal Al Amien, 2024).

The mechanism for handling non-performing financing at Bank Syariah Indonesia (BSI) is carried out with a gradual approach. When a customer fails to pay the due installments, the Bank sends a series of warning letters, ranging from the first to the third warning letter. This gradual approach reflects the principles of prudence and fairness, providing an opportunity for clients to rectify the situation before further steps are taken, in line with Sharia values that prioritize justice and humanity. After the third warning letter, the Bank invites customers to deliberate to reach a consensus and commitment to pay arrears. This dialogical approach demonstrates the Bank's commitment to solving problems collaboratively, not just collecting customer obligations, but also building good relationships with customers.

Good documentation reflects the principle of transparency through the minutes of the deliberations, protecting the Bank's rights and evidence if further steps are taken. If the deliberations do not reach an agreement, the Bank can take further actions such as installing plaques or stickers on the collateral as a visual warning. If all non-litigation efforts fail, the decision will be



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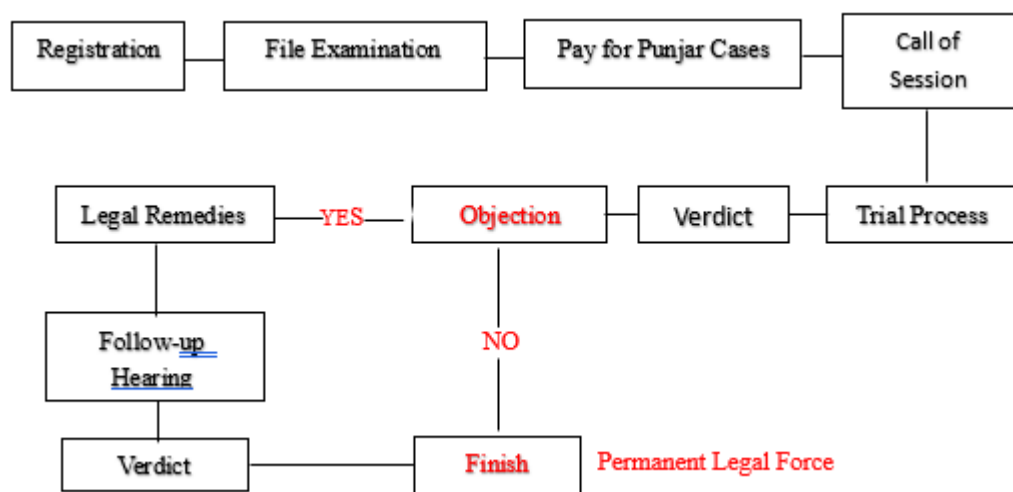
returned to BSI for litigation steps such as auctions, execution of guarantees, or small claim courts. This approach shows a clear settlement path, providing flexibility in handling non-performing financing.

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The Process and Effectiveness of the Resolution of Non-Performing Financing Through Small Claim Court

The flow of a small claim court based on the Regulation of the Supreme Court of the Republic of Indonesia Number 4 of 2019, the most crucial stage is a preliminary examination because the judge has the authority to assess and determine the case, including a small claim court or not. If in the examination of the judge's arguments, it is stated that the case is not a small claim court, the judge determines that it is not a small claim court, the case register is crossed out and the remaining case costs are returned to the plaintiff. Objections can be submitted no later than 7 (seven) days after the verdict is read. The panel of judges gives the final verdict, so there are no more legal remedies for appeal, cassation, and review.

Figure 1. Small Claim Court Flow Or Process



Source: pa-palangka Raya.go.id

In the first stage the Bank fills out a small claim court registration form containing the identity and information of the Bank's assignment to employees who are given a special power of attorney and the assignment to represent the Bank is hereinafter called the plaintiff and the troubled financing customer is hereinafter referred to as the defendant, the reason for the plaintiff to file a



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small claim court is explained by answering several questions such as the statement that the customer has broken the promise, the time of the agreement, the form of the agreement, the things that are agreed and the things that are violated by the defendant. Witnesses along with testimony submitted applications for examination, trial, and decision by the plaintiff's testimony.

Table 2. Letter Evidence

a)	Ib Micro Financing Application Application (proof that the defendant made a financing application).	Proof P - 1
b)	Murabahah Financing Principle Approval Letter (SP3) (proof that the defendant has approved the financing)	P - 2
c)	Financing Principle Approval Letter (SP3) (proof of restructuring)	P - 3
d)	Wakalah Agreement on the Purchase of Goods in the Context of Murabahah Financing (proof of authorization for the purchase of the defendant's business support)	P - 4
e)	Murabahah Bil Wakalah Financing Contract (proof of providing financing)	P - 5
f)	Addendum of Financing Agreement (proof of restructuring)	P - 6
g)	Customer Installment Schedule based on the Murabahah Bil Wakalah Financing Agreement (proof of payment obligation)	P - 7
h)	Customer Installment Schedule Based on Akad Addendum (proof of	



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	payment installments after restructuring)	P – 8
i)	Proof of Guarantee Handover (proof of guarantee handover in the form of SHM)	P – 9
j)	Power of Attorney to Sell/Transfer the Right to Guarantee (proof of granting power of attorney to the plaintiff in the form of SHM guarantee)	P – 10
k)	Debt Acknowledgment Letter (the defendant admits the existence of debt)	P – 11
l)	Certificate of Ownership (guarantee of financing)	P – 12
m)	Warning Letter I (one) submitted to the Defendant	P – 13
n)	Warning Letter II (two) submitted to the Defendant	P – 14
o)	Warning Letter III (three) submitted to the defendant (evidence P-13 to P-15 is evidence that the defendant was allowed to carry out his obligations)	P – 15

Source: Case Register No: 1/pdt.G.S./2020/PA Plk

The evidence attached by the Bank as completeness is in the form of letters in Table 2. After the examination is carried out by the Palangka Raya Religious Court and is accepted, the Bank pays the case fee or administrative fee and waits for the summons of the hearing, after the trial process takes place and presents the plaintiff, the defendant and witnesses or proxies, incidental attorneys or representatives appointed by the litigants. The verdict will be delivered within a maximum of 25 working days if, as a result of the decision the litigant objects, legal remedies are carried out with a



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follow-up hearing. The verdict will be delivered within a maximum of 7 working days with permanent legal force.

Based on an interview with Al Amien, (2024) (Collection Division of BSI KC Palangka Raya Diponegoro) before the bank filed a small claim court registration, they had the task of reminding customers of non-performing financing through writing and oral. After going through that approach, if no settlement is found, then one of the settlement decisions that can be considered is through a small claim court. The basis for deciding on the settlement step with this small claim court is first, because of the character of the customer who has previously been given a warning and opportunity through deliberation to pay off his arrears but a settlement has not yet been found. Second, through a small claim court, the Bank wants to provide a psychological effect so that when a summons is issued by the Religious Court, it is hoped that customers will increase their awareness of being responsible for their obligations. Third, small claim courts are faster, cheaper, and more efficient in resolving non-performing financing compared to ordinary small claim courts or *aanmaning*. (Muhammad Faisal Based on the research findings, it was found that the customer had broken his promise by not paying the agreed *murabahah* financing with a total loss of Rp 241,262,782.16 (two hundred and forty-one million two hundred sixty-two thousand seven hundred and eighty-two point sixteen rupiah). In this case, the plaintiff demands rights and obligations to the defendant, the plaintiff and the defendant are in the same jurisdiction, namely in the city of Palangka Raya.

A small claim court or small claim court is one of the dispute resolutions that provides quick and efficient access for litigants with certain material value. The steps taken by the Bank before the lawsuit show that the Bank is trying to resolve the problem peacefully without litigation, but the customer has not shown good faith in settling the arrears, so the Bank has switched to using a small claim court. The Bank's decision to use a small claim court is based on the lack of good faith from the customer who has been allowed to carry out his payment obligations, in addition, by filing a small claim court, the Bank expects a psychological effect that arises from the customer and realizes the responsibility and fulfills his obligations and a small claim court has a faster, cheaper and more efficient process compared to an ordinary lawsuit or *amazing* which of course takes longer at a higher cost.

The Bank's losses due to the breach of customer promise amounted to Rp 241,262,782.16,- (two hundred and forty-one million two hundred and sixty-two thousand seven hundred and eighty-two point sixteen rupiah), this indicates that the lawsuit filed to the court meets the material value requirements of a small claim court which must not exceed Rp 500,000,000,- (five hundred million rupiah). This limitation ensures that the lawsuit filed is of relative value so that it can be in line with a quick and efficient settlement. Cases for small claim courts only include default, unlawful acts, breach of promise, and not land rights disputes. The customer has broken the promise with proof of not paying the agreed *murabahah* financing obligation. Therefore, it is clear that this meets the criteria for a case that can be resolved with a small claim court because it is related to default.

The plaintiff and the defendant must not have the same legal interest in ensuring that the dispute is legitimate. The bank in this context is the plaintiff who demands the right to the financing

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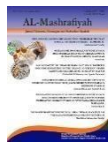
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payment obligation that is not fulfilled by the customer or the defendant. This indicates a clear difference of interest between the two parties and meets the requirements of a small claim court. The simple requirements of the lawsuit stating that the plaintiff and the defendant must live in the same jurisdiction are also fulfilled because both the plaintiff and the defendant are in the same city, namely the city of Palangka Raya. This needs to be a concern to ensure that the court has the right jurisdiction in handling the case. If the plaintiff is not domiciled in the jurisdiction where the defendant resides, the plaintiff is required to appoint a proxy, incidental attorney or representative domiciled in the jurisdiction of the defendant. In this case, the plaintiff (Bank) has been represented by its employees who are domiciled in Palangka Raya so that there is no indication of inequality and the requirements are met.

The plaintiff and the defendant are obliged to attend the trial in person either with or without a legal representative. The urgency of the presence of both parties is to present arguments and evidence directly to the judge. The presence of the plaintiff and defendant will provide convenience in the trial process so that it can run fairly and smoothly. The settlement of non-performing financing through a small claim court filed by the Bank against a defaulting customer has met all the requirements of a small claim court and is by the mechanism regulated by Supreme Court Regulation No. 4 of 2019 which amends Supreme Court Regulation No. 2 of 2015.

The settlement of non-performing financing through the small claim court demonstrates high effectiveness based on several indicators. First, this settlement method is appropriately targeted, as customers have been identified as failing to meet their payment obligations. By specifically targeting customers who lack the intention to fulfill their payment responsibilities, the resolution of non-performing financing can be more effective and reduce the frequency of such cases. Small claim court have a shorter duration compared to ordinary lawsuits, within a maximum of 25 working days, the process of a simple lawsuit can be conducted from initiation to final verdict, indicating that this settlement method is effective with a quicker timeline. The objectives of this settlement method are achieved by recognizing the bank's success in obtaining payment rights from customers who have defaulted on their obligations. When the customer fulfills their obligations following the process or decision of the Small Claims Court, the objective is considered to have been achieved. The long-term impact that banks aim to achieve through Small Claims Courts serves as a measure of real change indicators, specifically the level of customer awareness regarding their responsibility for financing payments and the reduction in the amount of non-performing financing. Thus, a simple lawsuit is an effective settlement method for banks to address non-performing financing. This small claim court is an alternative step for resolving non-performing financing through litigation. Settlement with a small claim court does not only provide justice to the party whose claim is accepted but also encourages the defendant to understand and fulfill the obligations that have become his responsibility.



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CONCLUSION

Based on the results of the study, it can be concluded that the factor causing non-performing financing is the lack of attention and sense of responsibility of customers for their obligations. The handling of non-performing financing at BSI KC Palangka Raya Diponegoro has taken a gradual approach both in written and oral form. The SOP that is carried out by the handling of non-litigation financing in general, namely through non-litigation and litigation channels, BSI KC Palangka Raya prioritizes a humanist and peaceful approach to maintain the relationship between the Bank and customers and maintains the good name of customers so that they are not known to the general public. The decision to use the litigation route was because no settlement was found through the litigation route. The small claim court is an attempt to settle non-performing financing carried out by BSI Kc Palangka Raya Diponegoro after unsuccessful non-litigation efforts. The mechanism of the small claim court that has been filed and solves the problem of non-performing financing at BSI KC Palangka Raya Diponegoro is by Small Claim Court Court Regulation No. 4 of 2019 which amends Small Claim Court Court Regulation No. 2 of 2015. The next research recommendation can examine or analyze the cause of small claim courts, the frequency of application is low in the settlement of non-performing financing. The conduct of this study will help in formulating policies for handling non-performing financing and provide insight into small claim courts in resolving economic disputes, especially banking. Meanwhile, for BSI KC Palangka Raya Diponegoro, it is hoped that it can be a consideration in resolving non-performing financing.

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