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ANALYSIS OF THE SUITABILITY OF APPLYING WAKALAH BIL UJRAH FINANCING AGREEMENTS WITH DSN-MUI FATWAS AT BMT EKA MANDIRI MERTOYUDAN

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Keywords:	ABSTRACT
Wakalah bil ujarah contract; sharia financing; BMT	One of the supporting contracts used by BMT is the wakalah contract, but in practice there are still differences in implementation and application that are not in accordance with sharia. This causes a discrepancy between the contract in practice and in theory. This study aims to analyze the suitability of the application of the wakalah bil ujarah financing contract with the DSN-MUI Fatwa at BMT Eka Mandiri Mertoyudan. This study uses a descriptive qualitative approach. Primary data was obtained from interviews, observations, and documentation. Interviews were conducted with the Chairman of the Management, Tellers, Administrators, Marketing, and customers. The collected data will be analyzed to obtain relevant results. The results of the study indicate that the wakalah bil ujarah contract at BMT Eka Mandiri Mertoyudan in its practical application does not yet comply with sharia rules and is not in accordance with the DSN MUI fatwa. The wakalah bil ujarah contract is used to conduct transactions on behalf of customers, not to provide funds directly to customers. In practice, there are still obstacles that need to be overcome, such as delays in customer installment payments and limited witnesses in the implementation of the contract from the BMT. In order for the contract to be implemented properly, the BMT needs to review the implementation of the wakalah bil ujarah contract so that it complies with sharia principles and ensures that this contract functions as intended.

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A. INTRODUCTION

Based on data from the Online Data System (ODS) in 2024, the number of Sharia Financing Savings and Loan Cooperatives (KSPPS) and Baitul Maal wat Tamwil (BMT) that are still active in Indonesia reached 3,522 units, a significant increase compared to 2021, which only had 2,253 units. This growth shows the increasingly important role of BMTs in the community in collecting and distributing funds to meet productive and consumptive business capital needs (Melina 2020). As customer needs increase, Islamic financial institutions are introducing new innovations by applying wakalah bil ujah contracts in financing products. The wakalah bil ujah contract is a form of agreement between Islamic Financial Institutions and customers, whereby customers (muwakkil) grant authority to institutions (wakil) to perform certain actions or tasks, and institutions are entitled to receive remuneration (ujrah) as compensation for their services. (Sahla, Inayah, and Sudiarti 2023). In practice, this contract can be applied in the purchase of goods by the customer requesting the BMT to represent the purchase transaction. If the BMT cannot represent the purchase, the customer can do it themselves using a murabahah bil wakalah contract. Thus, the wakalah contract is commonly used as a supporting contract in financing.

However, in its application in the field, there are believed to be differences that cause inconsistencies between practice and existing theory. In order for the wakalah bil ujah contract to run in accordance with the rules, it is necessary to evaluate the application of the contract using the guidelines from DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017 which regulates the wakalah bil ujah contract. The use of this fatwa aims to ensure that the implementation of the contract complies with the established sharia rules.

Normatively, the implementation of wakalah bil ujah contracts is regulated in DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017, which contains the following provisions: (1) Regarding the definition of wakalah bil ujah contract, (2) Provisions related to the contract shighat which must be explicit and clear, (3) Provisions related to the representative and muwakkil as conditions for the implementation of the contract, (4) The object of the contract that can be represented and known to both parties, and (5) Provisions related to ujah as compensation/remuneration. (Dewan Syariah Nasional-Majelis Ulama Indonesia 2017); (Ramadanti and Yazid 2023).

Research on wakalah contracts has often been studied, but not independently; rather, as a complementary contract accompanying the main contract (hybrid contract). Annisa et al. (2019) revealed that at BMT Amanah Bersama Bojonegoro, murabahah contracts are the most frequently used form of financing, while wakalah contracts serve as supporting contracts with ujah as BMT income. Research by Achmad et al. (2024) dan Dewi, Fitriyani, and Aini (2025) also shows the use of murabahah bil wakalah contracts for the procurement of goods at BNU'26 Magelang and KSPPS Artha Bahana Syariah. Then, research by Damayanti et al. (2023) analyzed the application of wakalah bil ujah contracts on the ETHIS application and concluded that these contracts were in accordance with sharia principles. Maulana et al. (2024) assess that this study shows that this contract has great potential in improving operational efficiency, reducing risk, and supporting the growth of the Islamic finance industry. However, there are several challenges, such as a lack of understanding among business actors, unclear regulations, a lack of supporting infrastructure, and the risk of abuse. In addition, Ardiana (2022) examined wakalah bil ujah and qard contracts in the purchase of goods. In this

contract, the entrusted purchase of goods whose payment is not deferred to the agent, the agent can request a fee/ujrah from the principal, as agreed upon at the beginning of the agreement. Meanwhile, in a qard contract, if the agent is entrusted to purchase goods with deferred payment to him, it is unlawful for the agent to obtain an increase in value.

Based on the above literature, this study is novel in its focus on the application of wakalah bil ujah contracts as the main contract at BMT Eka Mandiri Mertoyudan, rather than as a complementary contract (hybrid contract) as in previous studies. This study has also never been conducted on financial institutions in the form of Islamic cooperatives or BMTs. Furthermore, the object of this study is Islamic cooperatives or BMTs, whereas previous studies discussed this topic in the context of fintech and modern Islamic business. This study specifically examines the mechanism of contract implementation, the suitability of contracts based on DSN-MUI fatwas, and obstacles encountered in practice, such as delays in customer installments and limited witnesses. The purpose of this study is to analyze the mechanism of implementing wakalah bil ujah contracts at BMT Eka Mandiri Mertoyudan, assess the suitability of the contracts based on MUI DSN Fatwa No. 113/DSN-MUI/IX/2017 concerning wakalah bil ujah contracts, and identify obstacles that arise in practice. This research is important because it can fill the gap in research, serve as a form of evaluation, and provide recommendations for improving procedures and developing flexible and competitive financing products. This research can also contribute to enriching the study of Islamic finance literature and serve as a guideline for BMTs in implementing Islamic financing procedures in accordance with Islamic principles.

B. METHOD

This study uses a qualitative descriptive approach. The qualitative descriptive approach is used to investigate the application of wakalah bil ujah contracts and their suitability based on the DSN-MUI Fatwa at BMT Eka Mandiri Mertoyudan. (Musrufah, Fitriyani, and Pudail 2024). This research was conducted directly at the research site by collecting data and information relevant to the research topic.

The data source for this study uses primary data (Lexy J. Moleong 2016). Primary data was obtained from direct observation at the research site for approximately one month, as well as in-depth interviews with informants including the Head of Management, Teller, Marketing, and Admin of BMT Eka Mandiri Mertoyudan. The researcher used a list of questions as a guide for the interviews, which covered understanding of the wakalah bil ujah financing contract, how the wakalah bil ujah contract is implemented at BMT Eka Mandiri Mertoyudan, and the obstacles faced by BMT in implementing the wakalah bil ujah contract. In addition, they collected relevant supporting documents such as financing approval letters and financing product brochures (Siti Masrurah, Fuad Yanuar Ahmad, and Yeny Fitriyani 2024).

All collected data will then be analyzed qualitatively with the aim of conducting an in-depth review of the implementation of wakalah bil ujah contracts and their suitability based on the DSN-MUI fatwa.

C. RESULT AND DISCUSSION

Application of Wakalah Bil Ujah Financing Contracts at BMT Eka Mandiri Mertoyudan

The wakalah bil ujah contract is used for the transfer of authority. The fiqh muamalah rule underlying the wakalah bil ujah contract is the principle of the permissibility of representation (wakalah) in conducting muamalah transactions, as long as it does not conflict with the principles of sharia. Muamalah law is permissible unless there is evidence to the contrary, so the wakalah bil ujah contract is permissible as long as it fulfills the conditions and pillars, and does not contain elements of gharar (uncertainty), maysir (speculation), and riba (Harahap and Sudiarti 2022). (Khumairoh and Oktafia 2020) explain that the pillars and conditions that must be fulfilled in the application of the wakalah bil ujah contract are based on Fatwa DSN MUI No. 10/DSN-MUI/IV/2000.

The pillars and conditions that must be fulfilled are:

1. There is a party who grants power of attorney (al-Muwakkil). The requirements for a muwakkil are that they are the legal owner who is capable of acting on behalf of the person being represented, and that the person is mukallaf or the child is mumayyiz within certain limits.
2. There is an authorized party (al-Wakil). The requirements for a representative include legal competence, the ability to carry out the tasks assigned to them, and the representative must be a trustworthy person.
3. Authorized matters/objects (al-Taukil). These are things that can be done by other people without violating Sharia principles. In addition, the objects of wakalah have clear identities, such as: buying and selling, leasing, debt transfer, business cooperation, profit-sharing agreements, and so on.
4. Statement of agreement by both parties (ijab and qabul). This agreement can be in the form of a verbal or written agreement agreed upon by both parties.

The wakalah bil ujah contract at BMT Eka Mandiri Mertoyudan functions as a binding agreement. In this contract, the purpose and objective of the financing, the repayment period, the nominal ujah as compensation, and the calculation method used must be clearly stated. Clarity in the contract is intended to avoid gharar and riba, which would render the transaction invalid. The wakalah bil ujah contract at BMT Eka Mandiri Mertoyudan is used for financing activities that do not violate sharia principles, such as for the purchase of goods and for transactions. BMT is entitled to receive ujah as compensation for carrying out the mandate given by the customer. Eny Suryani (2025) as the Admin of BMT Eka Mandiri Mertoyudan revealed:

"...At this BMT, we are tasked with managing funds and providing financing to customers using the wakalah bil ujah contract. So, customers first submit a financing application and complete the specified requirements. After that, the BMT will conduct a survey first, and if approved by the financing department, the funds will be disbursed immediately and customers are required to repay them along with the ujah..."

BMT Eka Mandiri Mertoyudan acts as an intermediary in distributing funds to customers through wakalah bil ujah agreements. BMT Eka Mandiri Mertoyudan acts as a representative of the fund owner to utilize the funds to help meet the needs of its

members. However, theoretically, BMT should not distribute funds directly to customers, but rather act as an intermediary in transactions and as a provider of services needed by customers. This is because the direct distribution of funds is not a characteristic of a pure wakalah bil ujah contract. This is in line with the research by (Sahla, Inayah, and Sudiarti 2023). In applying for financing, BMT sets procedures and requirements that must be met by customers. Before applying for financing, customers are required to fill out a financing application form and collect requirements such as photocopies of their ID cards, family cards, and certificates or vehicle registration certificates. As stated by Wahyu Nuryani (2025), a teller at BMT Eka Mandiri:

“...The requirements that must be met to apply for wakalah bil ujah financing include, first, having collateral. At BMT Eka Mandiri, the collateral used is usually in the form of a vehicle registration certificate and a certificate. For certificates, they must be in your own name, while for vehicle registration certificates (BPKB), they do not have to be in your own name, but the vehicle tax used as collateral must be paid. Other requirements are photocopies of the husband and wife's ID cards or photocopies of the applicant's and witness's ID cards, photocopies of the family card, photocopies of the marriage certificate, photocopies of the vehicle registration certificate (BPKB) or certificate as collateral, and photocopies of the vehicle registration certificate (STNK)...”

The BMT analyzes the financing objects proposed by customers. Wakalah objects include things that are halal and permitted in sharia law, so they do not conflict with sharia principles. Clarity of the object is important to ensure that the transaction does not involve actions prohibited by Islam. This object is an act or work that can be done by others. In addition, the wakalah object has a clear identity, for example, for buying and selling, leasing, debt transfer, business cooperation, profit-sharing agreements, and so on. BMT also analyzes the amount of loans requested by customers (Putri and Mawardi 2025). Provisions regarding financing objects using wakalah contracts are regulated in DSN MUI No. 10/DSN-MUI/IV/2000. This is similar to the interviews conducted with customers regarding the financing objects they requested:

“...I am applying for this financing to renovate my house. Yes, I think the requirements here are quite easy, not too complicated. I just have to bring photocopies of my family card, ID card, and collateral. Then there will also be a survey of the house...”

The use of wakalah bil ujah agreements makes it easier for customers to obtain financing for both productive and consumptive needs. In the selection process for obtaining financing, BMT Eka Mandiri Mertoyudan conducts a customer feasibility survey aimed at minimizing the risks involved in financing. The eligibility survey uses the 5C principle, which consists of Character, Condition, Capacity, Capital, and Collateral. The 5C principle is used to analyze the character, capacity, and condition of customers, as well as to ensure the validity of data so as to reduce the potential for bad credit (Annisah 2021). The survey used by BMT is part of a financing risk monitoring and management strategy aimed at minimizing the occurrence of problematic financing

risks. As stated by Mr. Alif Romdloni (2025), Chairman of the Management Board at BMT Eka Mandiri Mertoyudan:

“...The survey conducted by BMT uses the 5C criteria, which consists of Character, Condition, Capacity, Capital, and Collateral. First, the customer's character will be surveyed. Second, the business conditions. Third, calculating the customer's monthly installment capacity. Fourth, Capital, which is seen from the assets owned by the customer. Finally, Collateral or guarantees submitted to BMT...”

Based on the results of the interviews and observations above, the practice of implementing contracts carried out by BMT Eka Mandiri Mertoyudan is still found to be inconsistent with sharia principles in the implementation of contracts. In the implementation of the wakalah bil ujah contract, BMT acts as the first party that receives the transfer of authority from the customer as the second party. This transfer of authority should be in the form of a transaction or service, not a direct provision of funds to the customer. This is so that the wakalah contract is in line with the principles of fiqh muamalah and does not cause gharar (uncertainty in the contract). As in the research conducted by Agustina and Zumara (2024); Hamdi, Rivqi Amin, and Mursyid (2023) if a customer applies for financing to purchase goods, the BMT will find the goods desired by the customer, then the customer pays ujah as a form of compensation for the services provided by the BMT. If the BMT is unable to find the goods, it can use another contract such as murabahah bil wakalah. The wakalah contract is used as a supporting contract. This means that the BMT represents the customer in finding the desired goods themselves, then hands them over to the BMT, and the BMT will resell them to the customer.

For home renovation costs, a multi-service Ijarah contract should be used. This means that the BMT conducts transactions with third parties or customers who conduct transactions directly. Similarly, if it is used for education costs, a multi-service Ijarah can be used. In practice, BMT can give customers the option of whether the payment will be made by themselves or represented by BMT. Customers have an obligation to return the funds and provide ujah as compensation for BMT's services. The application of this contract aims to ensure that the contract runs in accordance with sharia rules and that there is no confusion in the implementation of the contract and in accordance with existing theory.

Compliance of Wakalah Bil Ujah Financing Agreements at BMT Eka Mandiri Mertoyudan Based on the Fatwa of the Indonesian Ulema Council (DSN MUI)

The suitability of the wakalah bil ujah contract at BMT Eka Mandiri Mertoyudan can be assessed using the guidelines of Fatwa DSN MUI No. 113/DSN-MUI/IX/2017 as shown in the table below:

**Table 1. Compliance with Wakalah Bil Ujah Contracts
Based on DSN-MUI Fatwa No. 113/DSN-MUI/IX/2017**

No	MUI Fatwa Regulations	Practice at BMT Eka Mandiri Mertoyudan	Compliance
1.	A wakalah contract is a contract granting power of attorney from the principal to the agent to perform certain legal acts.	Customers receive funds directly, not services. BMTs should carry out the mandate of customers in conducting transaction services.	Not yet compliant
2.	Wakalah bil ujah contract is a wakalah contract accompanied by compensation in the form of ujah (fee).	BMT applies wakalah contracts accompanied by ujah in its financing activities.	Yes
3.	A muwakkil is a party that grants power of attorney, whether it is a person or equivalent to a person, whether it is a legal entity or not.	The customer (muwakkil) grants power of attorney to the BMT, but the BMT does not carry out the mandate as it should. The BMT does not provide services in the form of transaction services but instead provides funds directly to customers.	Not yet compliant
4.	A representative is a party who receives authority, whether in the form of a person or equivalent to a person, with or without legal entity status.	In practice, BMT (representatives) should receive authority over the services entrusted to them by customers. They should not provide funds directly to customers for capital financing transactions.	Not yet compliant
5.	Ujah is a fee that must be paid for services rendered by an agent.	The fees payable by customers must be in accordance with the agreement made at the beginning of the contract. Ujah at BMT Eka Mandiri Mertoyudan is fixed and not combined with the installment amount.	Yes

6.	The wakalah bil ujah contract must be stated explicitly and clearly and understood by both the representative and the principal.	BMT Eka Mandiri Mertoyudan entered into a written and verbal agreement so that it could be understood by both parties.	Yes
7.	A wakalah bil ujah contract may be made verbally, in writing, by gesture, and by action/deed in accordance with sharia and applicable laws and regulations.	At BMT Eka Mandiri Mertoyudan, the wakalah bil ujah agreement is carried out in writing and verbally.	Yes
8.	Wakalah bil ujah may only be carried out in relation to activities or legal actions that may be delegated.	Wakalah bil ujah contracts at BMT Eka Mandiri Mertoyudan are only carried out for financing that does not violate sharia principles.	Yes
9.	The object of wakalah bil ujah must be a specific job or action and must be clearly known by the representative and the principal.	The object of wakalah bil ujah is financing that does not violate sharia principles.	Yes
10.	The object of wakalah bil ujah must be executable by the agent.	The objects of BMT have been determined to be activities or work that do not violate sharia provisions.	Yes
11.	The term of a wakalah bil ujah contract may be limited.	BMT sets the repayment period in accordance with the agreement between both parties.	Yes
12.	The representative is not obliged to bear the risk of losses arising from his actions, except in cases of al-ta'addi, al-taqshir, or mukhalafat al-syuruth.	Permanent members are obligated to repay the funds they have borrowed from the BMT.	Yes
13.	Ujah may be in the form of money or goods that may be used in accordance with	In BMT ujah, it usually takes the form of cash, the amount of which is specified at the	Yes

	sharia and applicable laws and regulations.	beginning of the contract.	
14.	The quantity and quality of ujah must be clear, whether in the form of a nominal figure, a certain percentage, or a formula that is agreed upon and known to the parties to the contract.	The nominal fee is attached to the agreement letter along with the percentage and has been agreed upon by both parties.	Yes
15.	Ujah may be paid in cash, in installments, or deferred in accordance with sharia, agreements, and applicable laws and regulations.	The down payment is paid in installments and is not combined with the principal installments paid each month.	Yes
16.	If a dispute arises between the parties, it shall be resolved through a sharia dispute resolution institution after an agreement has been reached through deliberation.	In the event of a dispute, the BMT will resolve the dispute through deliberation. If no agreement can be reached, the dispute will be resolved through a dispute resolution institution.	Yes

Source: Documentation from BMT Eka Mandiri, March 5, 2025

From the assessment of the suitability of the contract using the guidelines of Fatwa DSN MUI No. 113/DSN-MUI/IX/2017 above, several points were found to be unsuitable. In principle, a wakalah contract is the granting of power of attorney from the customer (muwakkil) to the BMT (representative) to carry out certain actions in accordance with sharia. However, in practice, the BMT actually disburses funds directly to customers for financing activities. Thus, in this contract, the BMT does not perform its function as an agent. In a wakalah bil ujah contract, the BMT should receive power of attorney from the customer to carry out a mandate in the form of certain services. This non-compliance indicates that the roles of agent and muwakkil have not been fully performed by the BMT.

On the other hand, there is a point that is in accordance with the MUI DSN fatwa, namely regarding the wakalah contract accompanied by ujah. BMT Eka Mandiri Mertoyudan sets ujah in its contract. The ujah has been agreed upon since the beginning of the contract and is fixed, not combined with the installment amount paid by the customer, because if combined it will create the potential for usury. This shows transparency in the payment of service fees to the agent. This means that the determination of ujah as compensation is in accordance with sharia principles. The

implementation of the wakalah bil ujah contract agreement at BMT Eka Mandiri Mertoyudan is carried out in writing and verbally, with the aim that both parties understand the contents of the agreement and can carry out their obligations. The object of wakalah bil ujah has also been clearly defined as not conflicting with sharia law. The repayment period has also been adjusted to the customer's ability and in accordance with the agreement between both parties. This agreement is made fairly, with neither party feeling aggrieved. If there is a risk of loss, the customer is still obliged to return the funds. Then, if one of the parties does not fulfill their obligations or there is a dispute between the parties, the BMT will resolve it through deliberation. If the deliberation efforts are unsuccessful, the settlement will be carried out through a dispute resolution institution or the Religious Court.

This finding differs from the research conducted by Yunus, Darsono, and Athoillah (2023) which states that wakalah bil ujah contracts must be explicitly and clearly stated and understood by both the agent and the principal. Wakalah bil ujah in the practice of Sharia Financial Institutions (LKS) is usually related to other contracts made by customers. For example, in murabahah financing contracts, LKS allow customers to search for goods to be purchased with financing, as well as in salam, istishna, ijarah, and other contracts that require customers to represent LKS. This highlights the differences in the application of contracts based on the DSN-MUI Fatwa.

Challenges in the Practice of Wakalah Bil Ujah Financing at BMT Eka Mandiri Mertoyudan

In the implementation of wakalah bil ujah financing agreements at BMT Eka Mandiri Mertoyudan, there were certainly obstacles that prevented the agreements from running smoothly. There are two obstacles encountered, namely external and internal factors. External obstacles stem from factors beyond the control of BMT that affect the effectiveness of financing. Unstable economic conditions have the potential to cause customers to be late in paying installments, which could lead to the risk of default and affect the liquidity of BMT. Delays in installment payments cause funds that could be used for other financing to be held up, thereby hampering the circulation of funds and the smooth operation of the BMT. Delays in installment payments are caused by several factors, such as force majeure, such as accidents or natural disasters. If caused by unintentional factors beyond their control, customers are not required to pay late fees. However, if customers are deemed able to pay installments but delay payment, they will be subject to penalties in the form of late fees (Fachrurrazy, Ayyubi, and Savitri 2023).

To minimize these obstacles, the marketing department sends reminders to customers before the due date. As stated by Yuli Syafrudin (2025):

"...We, the marketing team, always send reminders to customers before the due date. We usually contact them via WhatsApp first, so that customers don't forget to pay their installments. This is because the payment schedule has been clearly explained from the beginning of the agreement. From this, we hope that customers will be more disciplined and avoid late payment penalties..."

In addition, BMT also needs to visit the homes of customers who are late in making their installments and discuss the reasons for the delay. This is to ensure that

customers make their installment payments on time and to minimize the risk of late payments and reduce the potential risk of default (Fajri 2024). Another way to minimize the risk of late payments is for BMTs to tighten the 5C analysis system used to assess the eligibility of customers to receive financing, as well as to conduct regular monitoring and establish good communication with customers. This is in line with research conducted by Wangi and Rachmiati (2023) on minimizing bad debt. Another effort to minimize late payments caused by a decline in customer income is to reschedule financing payments.

Internal constraints are constraints that originate from the BMT itself, including aspects of human resources or systems and technology. One of the limitations of human resources is a shortage of workers, which hinders the contract execution process. This constraint is experienced by BMT Eka Mandiri Mertoyudan, which has a limited number of witnesses in the contract execution process. Wahyu Nuryani (2025) states:

“...According to the supervisory board's regulations, there should be an officer who remains at the office. However, we have not been able to implement this yet. So, in terms of witnesses, we have not been able to optimally implement the regulations correctly...”

The presence of witnesses aims to ensure that transactions are conducted transparently (Ulfa and Iflahah 2022). The use of witnesses in contracts is essential because it is one of the mandatory requirements in a contract, as stipulated in Surah Al-Baqarah verse 282. However, in practice, witnesses from the BMT are often unavailable. As a result, the verification and supervision processes become less than optimal. To overcome this obstacle, it is necessary to improve internal supervision so that no contracts are made without witnesses from the BMT. With the above solution, the limitation of witnesses can be overcome, so that customer trust in the BMT is not disrupted (Asril 2023).

From the analysis of the above constraints, it can be concluded that in the practice of wakalah bil ujah financing at BMT Eka Mandiri Mertoyudan, internal and external improvements are needed. Therefore, strategies are needed to improve the quality of human resources and increase compliance in financing. In addition, monitoring of economic and social dynamics should be carried out systematically and continuously so that the cooperative is able to adapt its financing policies in line with the developing situation.

D. CONCLUSION

This study shows that the wakalah bil ujah contract at BMT Eka Mandiri Mertoyudan, in its application, is not yet in accordance with the principles of sharia as stipulated in Fatwa DSN MUI No. 113/DSN-MUI/IX/2017 concerning the wakalah bil ujah contract. BMT acts more as a direct provider of funds to customers, rather than as a representative carrying out transactions on behalf of customers. This has resulted in the agreement being inconsistent with its intended function as a transfer of authority in the form of services, rather than the direct provision of financing to customers. This inconsistency has resulted in confusion in the application of contracts at BMT Eka Mandiri Mertoyudan. If the application of the wakalah bil ujah contract at BMT Eka Mandiri Mertoyudan is not appropriate, then another contract needs to be used to avoid any doubt in its application, such as the murabahah bil wakalah contract or the Ijarah

Multijasa contract. In addition, BMT faces obstacles such as late installments by customers and limited witnesses when conducting contracts, especially from the BMT side.

The researcher's suggestion for the contract to run optimally is that BMT Eka Mandiri Mertoyudan needs to review the implementation of the wakalah bil ujah contract so that it complies with sharia principles and the fatwa of the MUI's DSN. An ideal wakalah bil ujah contract should comply with sharia principles, be transparent, fair, and in line with customer needs. BMT needs to ensure that this contract is actually used to grant authority in the form of services, not just to provide funds directly to customers. If the financing requested by the customer is for the purchase of goods or services, then the BMT should use the appropriate contract, such as murabahah as regulated in Fatwa DSN MUI No. 04/DSN-MUI/IV/2000 or ijarah multijasa as regulated in Fatwa DSN MUI No. 112/DSN-MUI/IX/2017. In addition, the BMT needs to ensure that there are witnesses in the implementation of the contract so that it runs transparently and in accordance with the procedures applied by the BMT. It is also necessary to increase education for customers so that they understand their obligations to pay installments in a disciplined manner in order to minimize the risk of late payments by customers.

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