Compilation of Sharia Economic Law and Islamic Law Positivisation in Indonesia

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Abstract;
Muslims in Indonesia occupy the first rank in terms of quantity. Along with that, naturally it is fulfilled its needs in the field of law, both in the civil and criminal fields. In the civil sector, many laws have been born, for example; waqf laws, zakat laws, marriage laws and compilation of Islamic law, banking laws and a series of other laws including religious courts. This is the strength of Indonesian Islamic law in the Islamic system in Indonesia. These successes did not dampen the enthusiasm of Muslims to continue to fight for their rights in the form of a compilation of sharia economic law which contained the regulation of the economic dispute of Muslims. The application of this effort is the cultivation and desire of Indonesian Muslims in positioning themselves in the field of law, which is called Islamic law positivisation into national law. The struggle for compilation of Islamic law in Indonesia as a form of handling the problem of legal disputes in the civil sector, apart from the issue of waqf, zakat and marriage, banking disputes in Indonesia have reached a deadlock, should be found the right solution by formulating a law that is the legitimate basis for resolution the problem of bank disputes among the people, especially the issue of status and ownership rights of customers who are customers of Islamic banks.

The development of Islamic economic system from time to time along with the struggle with the world economic system (capitalist and social), economic development in Indonesia can be said to experience delays compared to other Muslim countries. The development of the Indonesian economy since the 90s, faced with the multitude of information, disclosure and the rate of growth in Islamic countries, soon the same time Muslims in Indonesia play an important role in developing and growing Islamic economic systems with reason and enthusiasm to avoid usury. The emergence of Shari'ah banking in Indonesia as evidence of the attention of Muslims and the establishment of Bank Muamalat as the first Islamic Bank as a means of developing Islamic economics and supporting the country's economy. When compared with Malaysia, this country has far demonstrated its economic development with a satisfying Islamic banking system.

While the fatwa itself is only a non-binding legal opinion. The regulations applied are still limited to following the Bank Indonesia (BI) Regulations and only refer to the fatwa of the National Syari'ah Council of the Indonesian Ulema Council. The Bank of Sharia Financing and other syari'ah microfinance institutions are determining economic growth in Indonesia.

A. Introduction

At the beginning of the 20th century, Islamic banks were only an obsession and theoretical discussion of academics from both the field of Islamic law (fiqh) and economics. Awareness emerged that Islamic banks were the solution to solving the nation's economic problems for the achievement of social welfare, but concrete efforts that enabled the practical implementation of the idea were almost drowned in a sea of world economic systems that could not escape the interest of banks with conventional systems. Nevertheless, the idea continues to grow even if only slowly. Several trials continue to be carried out starting from simple project forms to large-scale cooperation. From this effort the proportion of Islamic banks in the world has started to show an increasing trend.

The development of the Islamic economic system from time to time along with the struggle with the world economic system (capitalist and social), economic development in Indonesia can be said to experience delays compared to other Muslim countries. The development of the Indonesian economy since the 90s, faced with the multitude of information, disclosure and the rate of growth in Islamic countries, soon the same time Muslims in Indonesia play an important role in developing and growing Islamic economic systems with reason and enthusiasm to avoid usury. The emergence of Shari'ah banking in Indonesia as evidence of the attention of Muslims and the establishment of Bank Muamalat as the first Islamic Bank as a means of developing Islamic economics and supporting the country's economy. When compared with Malaysia, this country has far demonstrated its economic development with a satisfying Islamic banking system.

The concept of Islamic banks requires sharia economic law or positivisation legislation in Indonesia. This law has an important position in the legal system in Indonesia. Therefore, in order to be able to apply formally it is necessary to positivize sharia economic law. The positivisation of sharia economic law in Indonesia originated from the birth of Law No. 10 of 1992 which contained provisions concerning the possibility of banks operating with profit sharing systems. UU no. 7 of 1992 concerning Banking has not explained the definition of profit sharing and the understanding of the results of the statement is further explained in Government Regulation (PP) No. 72 of 1992 concerning Banks Based on Principles of Profit Sharing and Customer Responsibility which was issued on October 30, 1992 in the State Gazette of the Republic of Indonesia No. 119 of 1992. The Bank is based on the profit sharing principle then described in a Bank Indonesia Circular Letter (SE.BI) No. 254 / BPB dated February 29, 1993.

In 1998 Law No. appeared. 10 of 1998 concerning Amendment to Law No. 7 of 1992 concerning Banking, where there are changes that provide greater opportunities for the development of Islamic banking. Enactment of Law No. 10 of 1998 was followed by the issuance of a number of implementing provisions in the form of a Decree of the Bank Indonesia Board of Directors which provided a stronger legal basis and broad opportunities for the development of Islamic banking in Indonesia. Based on this new Banking Law, the banking system in Indonesia consists of Conventional Commercial Banks and Islamic Commercial Banks (or used the term System Dual Banking). Since the enactment of Law No. 10 of 1998, followed by government policies which were originally set out in the form of Government Regulations transferred to the Poll in 2001 and the Central Bank. The Bank Indonesia Policy Regulation that replaces the position of PP in the Banking sector is an improvement on the provisions that support the operation of Sharia Banking in Indonesia.

With the issuance of Law No. 23 of 1999 concerning Bank Indonesia, so in the explanation of the Law it has been mandated that to anticipate the development of sharia principles, the duties and functions of BI to accommodate these principles. In order to fulfill the mandate, Bank Indonesia has opened a Sharia Banking Bureau that handles the regulation, supervision and licensing of Islamic banks. On the other hand, the Indonesian Ulema Council has also formed a National Sharia Council which is tasked with providing fatwa 27 and establishing a Sharia Supervisory Board (DSP) in every Islamic financial institution in Indonesia. These two institutions work together to issue legal products or fatwas for the development and supervision of Sharia Banking business activities and activities in Indonesia.

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B. Positivisation of Islamic Law in Indonesia

The application of the concept of Islamic banks requires sharia economic law or positivisation legislation in Indonesia. This law has an important position in the legal system in Indonesia. Therefore, in order to be able to apply formally it is necessary to positivize sharia economic law. The positivisation of sharia economic law in Indonesia originated from the birth of Law No. 10 of 1992 which contained provisions concerning the possibility of banks operating with profit sharing systems. UU no. 7 of 1992 concerning Banking has not explained the definition of profit sharing and the understanding of the results of the statement is further explained in Government Regulation (PP) No. 72 of 1992 concerning Banks Based on Principles of Profit Sharing and Customer Responsibility which was issued on October 30, 1992 in the State Gazette of the Republic of Indonesia No. 119 of 1992. The Bank is based on the profit sharing principle then described in a Bank Indonesia Circular Letter (SE.BI) No. 254 / BPB dated February 29, 1993.

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In connection with resolving sharia economic disputes, with the issuance of Law No. 3 of 2006 concerning Amendment to Law No. 7 of 1989 concerning the Religious Courts, then sharia economic disputes constitute the absolute authority of the Religious Courts. This law is a product of legislation that first gave competence to religious courts in resolving sharia economic disputes.

However, with the rapid development of the banking industry in Indonesia, it requires a separate regulation which is less specialist from the Banking Law. On July 16, 2008 Law Number 21 of 2008 concerning Sharia Banking was ratified. Birth of Law No. 21 of 2008 the existence of Islamic Banking has become stronger and has a stronger legal basis. However, on the other hand, the provisions of Article 55 paragraph (2) of Law No. 21 of 2008 along with its explanation, juridically, shows that there has been a reduction in the competence of religious courts, especially in the field of financial matters (including Islamic banking) to the Religious Courts. Islamic insurance emerged in 1994 along with the inauguration of PT. Syariah Takaful Indonesia which later established 2 subsidiaries namely PT. Family Takaful Insurance in 1994 and PT. General Takaful Insurance in 1995. This insurance operating license was obtained from the Ministry of Finance through Decree No. Kej-385 / MKM.K.41.1994 dated August 4, 1994. From a legal standpoint, Islamic financial products cannot be regulated under customary law because they do not accommodate sharia insurance because it does not regulate the existence of insurance based on sharia principles.

Indonesia, which is inhabited by the largest number of Muslims, has also contributed its thoughts and actions in order to advance Indonesia in general, on the other hand it cannot be denied that Muslims must be able to fight for their needs or needs in various ways including the current positivisation of Islamic Law into national law. Legal experts often call it the theory of existence which in relation to Islamic law is a theory that explains the existence of Islamic law in Indonesian national law. The Indonesian national law is a national law originating from the Pancasila state philosophy.

The positivist effort itself has actually been going on for a long time, with the issuance of the Agrarian Law of 1960, Law Number 1 of 1974 concerning Marriage Law, then increased to the issuance of law Number 7 of 2009 concerning Religious Courts, Presidential Instruction No. 1 of 1991 concerning the Constitution of Islamic Law as a source of national law in the Law Number. 7 of 2009 concerning Religious Courts, Presidential Instruction No. 1 of 1991 concerning the Compilation of Islamic Law, Law Number. 41 of 2004 concerning Waqf, Zakat Law, Hajj Act and the last Law Number. 3 of 2006 concerning Amendment to the Constitution of Islamic Law.

Thus, the presence or absence of an Islamic political obsession in various legal formulations organically from fundamental norms and constitutional activities in the course of the nation's development has had a lot of effects on the existence of Islamic Law. The closure close of the opportunities at each social and political forum is not able to withstand the seepage of Islamic Law. To be able to answer that challenge, Muslims must also have the right methodology and strategy for the positivist efforts of Islamic law formulation.

Moreover, with the characteristics of the muamalah which are "elastic and open", it is very possible to vary these decisions which can potentially hinder the fulfillment of a sense of justice. Thus, the presence or absence of an Islamic political obsession in various legal formulations organically from fundamental norms and constitutional activities in the course of the nation's development has had a lot of effects on the existence of Islamic Law. The closure close of the opportunities at each social and political forum is not able to withstand the seepage of Islamic Law. To be able to answer that challenge, Muslims must also have the right methodology and strategy for the positivist efforts of Islamic law formulation.

Referring to this description, actually since the establishment of this State Islamic values have been fought for in the field of law, as Soepomo argues, explaining that Indonesia has entered the stage of state formation, but that the nation cannot be said to be ready to establish itself as a national state because things are still in the hand of individuals and the Pancasila state philosophy failed to realize the reason for the creation of national unity and unity. This is not an obstacle to continuing to fight for Islamic values in every constitution in Indonesia.

According to Syamsul Anwar as quoted by M. Rusydi, there are at least two stages for the positivist process of Islamic law, namely the hermeuneutis stage and the politis stage. At the stage of hermeuneutis there is a need for classification of shari'ah law so that the classification can produce a legal format that has been compromised with the context of space, time, situation, and conditions of the Indonesian people. Therefore, the terminology put forward has become a universal language that will be easily accepted by all segments of society, especially in the case of spouses, even in the hands of the lowest, while the process of classification is related to the legal reality of the nature of the concept of Islamic law values and can value debate about Islamic law values with various legislators. So that qualified foreseeing and lobbying from Islamic legislators is crucial. Related to the Islamic economy that has spread in this country, of course many expect a set of rules that are certain about it. Through efforts to compromise politics and the sincerity of various parties little by little the regulations concerning the shari'ah economy have begun to represent included in the legislation of the Compilation of Shariah Economic Law.

The positivisation of Islamic law in Indonesian national law can be achieved if various parties are able to lift macro and micro potentials of Islam that are able to blend with national law since clearly can be supported by two abilities and stages, namely the potential that emerges from Muslims as implementers of Islamic teachings itself and sustained by the next stage, namely the political stage, the stage of the stage of Muslims who are able to fight for it in the legislature, people's representatives, especially those carrying out Islamic values that can dialogue with various other legislators, so that carefulness and lobbying by Islamic legislators becomes very decisive to produce results.

C. Urgency of Codification of Shariah Economic Law

The urgency of codification of Shariah Economic Law to be held immediately. In the framework of these needs Codification of Shariah Economic Law finally emerged as the material law of the Shari'ah economy.

D. Analysis of Compilation of Shariah Economic Law

When the authority to adjudicate sharia economic legal disputes is the absolute authority of religious court judges, it is necessary to have a complete sharia economic law codification so that Islamic economic law has legal certainty and judges have standard references in resolving disputed cases in the Shari'ah business. In the field of marriage, inheritance, and insurance, we have KHI (Kewangan Hikmat Indonesia) and Islamic economics we do not have it yet. The position of KHI is constitutionally, still very weak, because its existence is only as presidential decree. Therefore a stronger rule of law is needed which can be a reference for judges in deciding various legal issues. For this reason we need to formulate a Codification of Islamic Economic Law, as made by the Ottoman Turkish government named Al-Majallah Al-Ahkam (Economical Law) of 1922 concerning Insurance Business which actually does not accommodate sharia insurance because it does not regulate the existence of insurance based on sharia principles.

Islamic insurance, which is the largest number of Muslims, has also contributed its thoughts and actions in order to advance Indonesia in general, on the other hand it cannot be denied that Muslims must be able to fight for their needs or needs in various ways including the current positivisation of Islamic Law into national law. Legal experts often call it the theory of existence which in relation to Islamic law is a theory that explains the existence of Islamic law in Indonesian national law. The Indonesian national law is a national law originating from the Pancasila state philosophy.
problems that arise in the community with full justice and benefit. Based on that rationale, then Islamic economic living originating from fiqh muamalah, which has been practiced in activities in sharia financial institutions, requires a forum for legislation to facilitate its application in business activities in Islamic financial institutions.

In making decisions in the courts in the field of Islamic economics there is a possibility of differences of opinion. For this reason, legal certainty is needed as a basis for decision making at the Court. Moreover, with the characteristics of the muamalah which are "elastis and open", it is very possible for the variability of these decisions to be very potential to hinder the fulfillment of a sense of justice. Thus the birth of the Codification of Sharia Economic Law in a Civil Code of Islamic Law became a necessity. It is understandable that the formulation of material for Codification of Sharia Economic Law is not found in jurisprudence in Indonesian judicial institutions. Nevertheless, jurist scholars have been referred to the laws that have been used to long difft not explicit with the principles of sharia economic law. That is, the legal decisions of the past were disputed, because they were judged to be in accordance with sharia. If you look at the contents of the Sya'iah Economic Law Codification (KHES), of course there are still some things that can be used as notes for future improvements. Some of these things include:

1. Preparation of Compilation of Islamic Economics Law Codification

Impressed in the compilation of the preparation of Sharia Economic Law, it was too hasty. The duration of the making of the Islamic Economics Law Codification is approximately a year. When compared to the making of the Compilation of Islamic Law (KHI) it seems that the preparation needed takes quite a long time. Compilation of Islamic Law was prepared since 1985 with the Joint Decree (SKB) of the Chairperson of the Supreme Court of the Republic of Indonesia and Minister of Religion No. 07 / KMA / 1985 and No. 25 of 1985 dated March 25, 1985. The period of project implementation was set for two years from the date of the enactment of the Joint Decree. In making the compilation of the preparation of Sharia Economic Law, the main aim is to improve and enforce two laws of the Islamic economic system. This aim is achieved by making changes in the system of Islamic economic law, which is Muamalat Fiqh, is certainly not static but dynamic. As has become a general rule in muamalah, that the law of ash from muamalah is permissible as long as there is no text that prohibits.

Islamic economic law contained in the Codification of Sharia Economic Law in the contract is the result of human thoughts that will continue to be dynamic in accordance with the development of economic and legal systems that have and currently remain. The contract contained in Sharia Economic Law Codification of course introduces new content such as capital markets or accounting. From this description, it is actually inappropriate to mention the term sya'rani in the Codification of Sharia Economic Law, perhaps it is more appropriate to use the term Islamic Economic Law as it is commonly used in other Islamic countries.

2. The term Sya'ri'ah in the Codification of Sharia Economic Law

The Material of Sharia Economic Law Codification (KHES) is basically a compilation of various types of fiqh that already exist, there are even a number of things that are classified as ijthidh compilation team of Codification of Sharia Economic Law itself. When looking at Sharia economic law terminology as rules or points set by God so that humans make it as a rule in relation to God, fellow Muslims, fellow humans, and their environment. In other words, sya'ri'ah is a basic, fixed and wide-ranging regulation. When using the term Sharia in Codification of Sharia Economic Law, this contains contradictions because Economic Law, which is Muamalat Fiqh, is certainly not static but dynamic. As has become a general rule in muamalah, that the law of ash from muamalah is permissible as long as there is no text that prohibits.

The term Sharia in Codification of Sharia Economic Law is therefore the result of human thoughts that will continue to be dynamic in accordance with the development of economic and legal systems that have and currently remain. The contract contained in Sharia Economic Law Codification of course introduces new content such as capital markets or accounting. From this description, it is actually inappropriate to mention the term sya'ri'ah in the Codification of Sharia Economic Law, perhaps it is more appropriate to use the term Islamic Economic Law as it is commonly used in other Islamic countries.

3. Content of Codification of Sharia Economic Law and Concept of Contract

When looking at the entire contents of the Islamic Economics Law Codification it seems too much to discuss the concept of contract. As stated by the Supreme Judge Dr. Abdurrrahman, Islamic Economics Law Codification almost 80% contained about contract. In accordance with the contents of the Sharia Economic Law Codification, the concept of the contract of contract can be found in chapter II, if but if further observed the settings in book I (subject to Law and Amwal), Book III (Zakat and Grants), and Chapter IV (Shari'ah Accounting), basically related to the issue of contract. However, in several articles, for example in the capital market discussion (article 580-583) it is not included in the contract but about the place where the contract is held.

4. Formulation of Covenant Terminology

Concerning the formulation of the contract contained in the Codification of Sharia Economic Law Article 20 number (1). This article defines a contract with an agreement in an agreement between two or more parties to do or not carry out certain legal actions. This formula seems to be just a duplication. Because the contract itself is translated by agreement or contract. According to Mustafa Ahmad Az-zarqaakad in language means al-rabth which means to collect or collect two ends of the rope and tie one to the other until both of them continue and become one string.

There are several terminology of the contract proposed by experts including Wahhab Az-zuhaili defining the contract as a connection between consent and qabul that is justified by syara'a which creates legal consequences for the object. Meanwhile, according to Syamsul Anwar, the definition of contract with the meeting of consent and obedience is a statement of the will of two or more parties to give birth to a legal effect on the object. The definition of the contract shows the following: First, the contract is an attachment or meeting of consent and obedience which results in the emergence of legal consequences. Second, the contract is the act of two parties because the contract is a meeting of the ijab that presents the will of one party and the decree which expresses the will of the other party. Third, the purpose of the contract is to give birth to a legal effect. Thus, the meaning will be even richer if the terminology put forward by the Sharia Economic Law Codification does not contain duplication, but rather parses the principles of the contract such as the qabul agreement between the two parties.

5. Not Mentioning Sub-Subjects of Important Topics in Covenants

Sharia Economic Law Codification has not mentioned important sub-topics in the contract, so the contents are still too general. This will cause problems when cases arise which are not covered in the Sharia Economic Law Codification, so the interpretation of the "forced" judge will actually cause another problem, namely the sense of justice of the parties. This is where the need for a more detailed legal format, so that it can answer many problems. If the law is too general, the difference in interpretation especially for judges will not be inevitable given the different perspectives and paradigms of judges.

In Islamic law, recognizing the contract of al-Qardh is a loan contract to the customer (muqtardi) which requires provided that the customer must return it at a specified time. This financing product is guided by the MUI DSF fatwa No. 08 / DSF-MUI / IV / 2000 concerning Qardhul Hasan, which states that "Qardhul Hasan is a complementary product for customers who have proven their loyalty and loyalty that require immediate bailout funds for a relatively short period of time. The customer will return the money as soon as possible, can be exemplified: Hajj bailout loans, where prospective hajj customers are given a bailout loan to meet the conditions for depositing the cost of the Hajj trip. As a facility for customers who need fast funds while they cannot withdraw funds, for example because of deposits. As well; Islamic financing card products (Sya'riah charge card), As a loan to a small businessman, where according to the rules of the bank the customer will return the money if given financing with a scheme of buying and selling, jariyah (wages-wages or rent), or mudharabah (profit sharing). In this case special products in Islamic banking has been introduced called Qardhul Hasan. As a loan to the bank, management where the bank provides these facilities to ensure the fulfillment of the needs of the bank's management.

a. Guarantee in Musyarakah

Musyarakah is financing based on cooperation agreements between two parties or more a particular business, where each party contributes funds provided that the benefit will be distributed according to the proportion of funds contributed. Financing product is guided by the MUI DSF fatwa No. 08 / DSF-MUI / IV / 2000 concerning Musyarakah, Bank Indonesia Regulation No. 09 / IPR / 2007 and Law No. 21 of 2008 concerning Islamic Banking. In implementing the Musyarakah it is commonly used in Project Financing. Musyarakah is usually applied to finance projects where sharia customers and banks both provide funds to finance the project. After the project is completed, the funds will be returned together with the agreed agreed with the customer. Venture Capital In special financial institutions that are allowed to invest in company ownership, musarakah is applied in a venture capital scheme. Investments are carried out for a certain period of time and after that the bank disinvests or sells part of its stake, both briefly and gradually.

b. Mudharabah Guarantee

In classical fiqh, there is no provision even the necessity for a mudharib to surrender a guarantee to Shihabul Maad in a mudharabah contract. This is because, the practice of mudharabah is not like the simple cooperation of investing a partner. In contrast to the current reality, mudharib and Shihabul Maad sometimes do not know from one another, even the practice of Mudhorabah has now been expanded again with the existence of intermediaries, namely the banking sector. So as to reduce the risk of moral hazard, usually in other Shari'ah banks and institutions, debtors must include their collateral. In accordance with its meaning, the benefit or profit obtained from the investment from the owner of the fund (Shahibul Maaad) to the fund manager (mudharib) to conduct certain business activities that are in accordance with sharia, by dividing the results of the business between the two parties based on a previously agreed ratio. This product is guided by the DSN MUNO / 07 / DSF- MUI / IV / 2000 fatwa concerning Mudharabah, Bank Indonesia Regulation No. 09 / IPR / 2007 and Law No. 21 of 2008 concerning Islamic Banking. In its implementation Shari'ah Banks use this contract in the collection of term savings funds, namely savings savings intended for special purposes, such as hajj savings, qurban savings, deposits, and others. Special deposits (special investment), where funds are given by customers specifically for certain businesses, such as mudarabah or jariyah (services) only. then in Fund

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The existence of the Compilation of Syari'ah Economic Law is a breakthrough and response to the needs of current economic law. When the development of Islamic economic activity in Indonesia shows a satisfying number, of course it will be accompanied by a clash of various interests. Then the Law No. 3/2008 concerning the Religious Economics Law must be corrected in the Codification of Sharia Economic Law. This is something that commonly happens as happened in the past in Islam and has been embodied in the rules of economic transactions.

7. Nishab in Zakat on Plants and Fruits

Nishab is the minimum amount that zakat must be issued. In this case the value is calculated from assets that exceed the basic needs: clothing, food, and shelter. The provisions of nishab are important in zakat because of the extent to which a person is obligated to issue zakat. In the Codification of Sharia Economic Law the issue of plant and fruit-fruit zakaat rules has not yet been stipulated so that it creates a counterproductive effect on determining the minimum limits of plants and fruits that must be paid for zakat. While all other types of assets are mentioned. Plants and fruits are of various types. But the majority of jurisprudential argue that there is no obligation to produce zakat from fruits and are arc fruits before reaching five times. Based on the hadith, the scholars have calculated the equation of five nosq (a single word from ausaq) with the size of the present measure, and found that the amount is equal to approximately 653 (six hundred fifty three) kelo grams of staple food in each country.

In Indonesia, of course with rice. Counting nishab on fruits, such as dates and grapes, is done by calculation after both have dried. Namely the still wet dates (Ruthab) become dates, and wine becomes raisins. As for calculating the number of dates and grapes before cooking, it is best to estimate them by estimation or estimation carried out by zakat collectors, who are experts and experienced, when the fruits begin to look perfect (before they are fully cooked).

Such an economic aims to find out how many kilos of dates or dried grapes (raisins) will be obtained later. In order for this estimate to be known in the form of the amount of zakat, and how many are still the rights of the owner. It will be more complicated if the Codification of Sharia Economic Law discusses the characteristics of plant and fruit zakat. In order to make the Codification of Islamic Economics Law more complete.

E. Conclusion

The existence of the Compilation of Syari'ah Economic Law is a breakthrough and response to the needs of current economic law. When the development of Islamic economic activity in Indonesia shows a satisfying number, of course it will be accompanied by a clash of various interests. Then the Law No. 3/2008 concerning the Religious Economics Law came out which gave the Religious Courts the breadth to deal with Shariah economic disputes.

Based on the conditions and needs of Muslims in various fields including economic needs, the Religious Courts began to improve and prepare material laws to resolve the Islamic economic disputes. Thus it was important that the Compilation of Sharia Economic Law was born. The existence of regulations that breathe Islam is of course an attempt to positivist Islamic law into national law.

The compilation of Shariah Economic Law is of course not a holy book, so it cannot be changed. Therefore, it can be analyzed that there are still many shortcomings that must be corrected in the Compilation of Sharia Economic Law. This is something that commonly happens as happened in the past in Islam and has been embodied in the rules of fiqh; the law can change with changes in time, place and condition at the time of the stipulation of the law.

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