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Analysis of DSN MUI Fatwa on Qurban Savings at BPRS Artha Bumi Sampang

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Abstract: This sacrificial savings program is also run by a Sharia financial institution, one of which is BPRS Bumi Artha Sampang, where this institution has a sacrificial savings product. Sacrificial savings are intended for customers who wish to save for an independent sacrifice or for a sacrifice on Eid al-Adha provided that the customer buys the sacrificial animal himself using the savings, then the bank also uses a mudharabah contract with a profit sharing ratio. Therefore, the product of sacrificial savings appears as an alternative with various benefits for people who wish to make sacrifices. However, only a few people know about sacrificial savings products in Islamic banks, including the public's ignorance of mudharabah contracts. This type of research is descriptive-qualitative research using normative-empirical legal research methods. Primary data collection was carried out by interviewing managers, employees, and customers of BPRS Bumi Artha Sampang, while for secondary data the researchers used documents, journals, regulations, books, and scientific papers related to the mudharabah theory. Methods of data collection using interviews, observation, and documentation. After the research data was collected, it was then analyzed using descriptive analytical methods. Based on the results of this study, shows that: First, the implementation of the mudharabah contract on qurban savings products at BPRS Bumi Artha Sampang is to use a profit sharing system with a ratio of 80% for BPRS Bumi Artha Sampang and 20% for members. Second, qurban savings at BPRS Bumi Artha Sampang use Mudharabah mutlaqoh, which is a contract that is used as the principle of qurban savings where the owner of the capital gives full discretion to the manager to use the funds in a business that he deems good and profitable.

Keywords: *sacrificial savings; mudharabah*

A. INTRODUCTION

In general, banks are known as financial institutions whose main activities are receiving demand deposits, savings, and time deposits. Then the bank is also known

as a place to borrow money (credit) for people who need it. Besides that, the bank is also known as a place to exchange money, transfer money or accept all kinds of payments and deposits such as payments



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for electricity, telephone, water, taxes, tuition fees, and other payments.

In relation to its activities, banking in Indonesia is divided into two, namely Conventional Banks and Sharia Banks. In general, people carry out their financial activities in conventional banks. However, some others, especially the Muslim community, carry out their activities in Islamic banks. This is because an Islamic bank is an institution that carries out three main functions, namely accepting deposits (funding), lending funds (lending), and providing money transfer services which are implemented using sharia principles. These three functions have been known and practiced since the time of Rasulullah SAW, including receiving entrusted assets, lending money for consumption and business needs, and making money transfers (Wangsawidjaja, 2012, p.90).

Sharia Banking is included in the Sharia Financial Institutions that are growing and developing rapidly in Indonesia. The existence of Islamic financial institutions now has a very important position in Islamic economic institutions in the midst of the process of economic development. The establishment of Islamic financial institutions is an implementation of Muslim understanding of the principles of Islamic economic law.

Response to the significant development of Islamic banking in the national banking system, on July 16, 2008, Law Number 21 of 2008 concerning Islamic Banking was passed as a separate legal basis for Islamic banks in Indonesia. Sharia Banking Law Number 21 of 2008 in a juridical philosophy

has fulfilled the demands of a sense of justice and legal certainty for justice seekers, especially regarding Sharia economic business transactions (Utama, 2018, p.195).

It contains provisions regarding Islamic banking and its functions and objectives, permits, then the form of business entity as well as ownership and types and business activities, then the feasibility of channeling funds and prohibitions for Islamic banks and Islamic business units, controlling shareholders, then the board of commissioners, then the Islamic supervisory board and directors. then foreign workers and governance and prudential principles then management of Islamic banking risks, bank secrets, and guidance and supervision (UUD Nomor 21, 2008).

This law not only regulates Islamic financial institutions such as banking but also Islamic microfinance institutions that participate in building finance in Indonesia with Sharia principles. Sharia People's Financing Bank (BPRS) according to its function, BPRS is a bank that carries out business activities based on Sharia principles, which in its activities do not provide services in payment traffic. Just like conventional BPRs, BPRS activities are much narrower than those of commercial banks, because BPRS are prohibited from accepting demand deposits, foreign exchange activities, and insurance. Based on Law Number 21 of 2011 concerning the Financial Services Authority (OJK), the regulation and supervision of BPRS is carried out by the OJK.

In general, Islamic Commercial Banks and BPRS both have the function of

collecting and distributing funds to the public. However, in a BPRS, deposits are in the form of savings or investments in the form of time deposits based on wadi'ah and mudharabah contracts or other contracts that do not conflict with Sharia principles. BPRS can also only channel funds to the public in the form of profit-sharing financing, leasing of movable or immovable property to customers based on ijarah or lease-purchase contracts, and debt repossession based on hawalah contracts. Meanwhile, Islamic banks tend to be general in nature.

Among Sharia banking products there is something called savings or savings. In these deposits or savings, customers deposit money or invest it in the bank. These deposits are also called accounts or accounts. The owner of the funds is called the depositor and will be given compensation for the funds stored in the bank. Rewards this service is called profit sharing for Islamic banks (Sharia). The amount of profit sharing rewards depends on the policies of each bank.

BPRS provides products or carries out other Sharia Bank business activities by Sharia Principles based on the approval of the Financial Services Authority (OJK). One of the BPRS savings products is in the form of qurban savings. This adapts to the needs of the Muslim community to be able to sacrifice every year, by Islamic law. As for sacrifice, it is a form of worship which, according to the majority of scholars, is sunnah, except for Imam Abu Hanifah, who thinks that cutting the sacrifice is obligatory

for those who are given broad provisions (Al-Qaradhawi, 2003, p.114).

Sacrificial savings are designed to meet market needs (customers) who want to make sacrifices. So it is clear that one of the things stated in the contract is that the sacrificial savings cannot be withdrawn unless it is close to the Eid al-Adha. Not only rich people but also low-income people (customers) can access it because opening an account and minimum deposit is relatively light. This sacrificial savings program is also run by an Islamic financial institution, one of which is BPRS Bumi Artha Sampang. However, sacrificial savings products emerge as an alternative for people who want to make sacrifices by offering many benefits, where the interest of the Muslim community to use sacrificial savings is still relatively low. This is evident in the data which shows that there are only 8 customers from all BPRS Bumi Artha Sampang branch offices.

In Law Number 21 of 2008 concerning Sharia Banking Article 1 paragraph 21, namely savings are deposits based on wadi'ah contracts or investment funds based on mudharabah contracts or other contracts that do not conflict with Sharia principles whose withdrawals can only be made according to certain terms and conditions that agreed, but cannot be withdrawn by check, giro, and/or other tools equivalent to that (UUD Nomor 21, 2008).

It should be noted that the legal basis mentioned above is the principle of the permissibility of applying mudharabah savings and wadiah contracts to Islamic banks, but in practice, it is also guided by the DSN-MUI Fatwa which is the center of

sharia conformity in Islamic financial institutions so that they are free from elements of usury. DSNMUI Fatwa No.02/DSN-MUI/IV/2000 Concerning Savings and DSN-MUI Fatwa No.115/DSN-MUI/IX/2017 Concerning Mudharabah Contracts has outlined how the mechanism for the mudharabah contract should be practiced, even though there are still BPRS that have not fully applied the provisions contained in the fatwa, there are also BPRS employees who do not fully understand the concept of profit sharing in mudharabah savings because they only follow the procedures in the BPRS, giving rise to issues in the community that mudharabah savings (profit sharing system) are the same as conventional bank savings in general. If the public views mudharabah savings in this way, it will hinder the development of mudharabah savings products and make it difficult to compete with conventional bank savings products.

Mudharabah is one of the contracts contained in two products, namely financing and collection, in mudharabah financing products it is applied in the form of a cooperation agreement in which the profits and losses are borne by the parties so that the customer is entitled to profit sharing according to the agreed ratio or position. Whereas in savings products, customers or members are positioned as shahibul mal (fund owners) and Islamic financial institutions as mudharib (fund managers).

Based on the description above, the author intends to examine Islamic financial institutions, namely BPRS Bumi Artha Sampang related to qurban savings

products, in which the institution has a qurban savings product with a mudharabah contract. Sacrificial savings are intended for customers who wish to save for an independent sacrifice or for sacrifice on Eid al-Adha provided that the customer buys the sacrificial animal himself using the savings, then the bank also uses a mudharabah contract with a profit sharing ratio of 80% for the bank and 20% for customers with an initial deposit of IDR 100,000 followed by a minimum deposit of IDR 50,000.

Therefore, sacrificial savings products appear as an alternative with various benefits for people who wish to make sacrifices. However, only a few people know about sacrificial savings products in Islamic banks, including the public's ignorance of mudharabah contracts that use a profit sharing system. So that the author is compelled to research comprehensively regarding the DSN MUI Fatwa Analysis of Sacrificial Savings at BPRS Bumi Artha Sampang.

B. MATERIALS AND METHODS

1. Theoretical Basis

a. Brief history of BPRS Bumi Arta Sampang

The establishment of PT. BPR Syariah Bumi Artha Sampang was initiated in early 2005 and was initiated by the wishes of Mr. H. Kholipan who is a businessman originally from Sampang. Bank Establishment by BI. PT. BPR Syariah Bumi Artha Sampang was established based on the Deed of Establishment No. 6 September 6,

2006, made before Naimah, SH MH notaries in Cilacap, and has received approval from the Ministry of Justice and Human Rights No. W9.00204 HT:01.01 Year 2006 Dated December 12, 2006, and based on Bank Indonesia Decree No. 9/24/Kep-GBI uni 2007 regarding the granting of business licenses.

PT. BPR Syaraiah Bumi Artha Sampang is currently quite developed with 3 cash offices namely Cipari Cash Office, Cimanggu Cash Office, and Cilacap Cash Office, and has 3 branch offices namely Sidareja Branch Office, Kebumen Branch Office, and Purwokerto Branch Office.

To improve the welfare of the people by developing the economy according to the demands of Islamic Sharia, as an intermediary institution, PT. BPRS Bumi Artha Sampang makes maximum efforts to mobilize funds and the economic potential of the community in an *istiqomah-muamalah* manner based on sharia principles that are fair, transparent, balanced, beneficial and Halal through activities: Managing people's funds who want to be free from elements of usury, assisting business development with various types of financing products, serving micro and small businesses (SMEs) with an easy process. quickly and with light requirements, fostering and increasing the spirit of Islamic

ukhuwah through community-based economic empowerment.

2. Mudharabah Agreement

a. Definition of Mudharabah Agreement

A mudharabah contract is a partnership contract that is by investment principles where the customer is the shahibul mal (fund owner) and the bank or sharia microfinance institution is the mudharib (manager). In terminology, mudharabah is a contract (agreement) between the owner of capital (rab al-mal) and the user of funds (mudharib) to use it for productive activities where profits are divided in half between the investor and the manager of capital. Losses if any are borne by the owner of the capital, if the loss occurs under normal circumstances, the investor (rab al-mal) may not intervene with the user of funds (mudharib) in running his business (Mardani, 2012, p.193).

From this general definition, in the *fiqh muamalah* the terminology of mudharabah is expressed by school scholars, which among others are expressed as follows: according to the Hanafi School, defines that mudharabahia is a contract for profit sharing with capital from the first party and business management from the second party (Al-Juzairi, 2015, p.56). Meanwhile, according to the

Maliki school of thought, mudharabah or qiradh in syar'i is a contract to represent the existing capital of the owner of the capital to another to be used as a business, with a special form of capital, namely gold or silver money which is commonly used for transactions, and the owner of capital must hand over funds to the manager according to what he wants to become a business immediately (Al-Juzairi, 2015, p.61). According to the Hambali School, mudharabah is an expression for surrendering certain capital from the owner of the funds taken from his property to a person who will run a business in exchange for a certain general share of the profits and that capital must be in the form of official currency (Al-Juzairi, 2015, p.56). Meanwhile, according to the Ash-Shafi'i School, mudharabah or qiradh is a contract that contains the surrender of one person's funds to another to be used as a business with compensation for each of the two parties receiving a share of the profits with special conditions (Al-Juzairi, 2015, p.67-71).

In contemporary fiqh literature, mudharabah is a contract between two parties in which one party, called an investor, entrusts money to a second party, called a mudharib, to run a trading business.

The definition of mudharabah is also found in DSN-MUI Fatwa

NO: 115/DSNMUI/IX/2017. Concerning Mudharabah Agreements, Mudharabah contracts are cooperation agreements for a business between the owner of capital (malik/shahib al-mal) who provides all the capital with the manager ('amil /mudharib) and business profits are shared between them according to the ratio agreed in the contract.

From the several definitions of mudharabah above, it can be concluded that mudharabah is one of the tijarah contracts which applies a profit-sharing system between the two parties so that it is ideal and helps the community in improving the economy.

There are two types of mudharabah, namely muthlaqah, and muqayyadah (Az-Zuhaili, 2011, pp.479-480):

- 1) Mudharabah Muthlaqah is someone who provides capital to others without certain conditions. He said, "I am giving you this capital to do mudharabah, and the profits are for us all equally," or divided by three (two-thirds and one-third) and so on. Or it can also be someone who provides capital in a mudharabah contract without specifying the job, place, time, nature of the work, and who is allowed to interact with him.
- 2) Mudharabah Muqayyadah is a mudharabah contract in which the capital owner determines one of the above. Or the owner

of capital gives a thousand dinars, for example, to another person for mudharabah on condition that he manages it in a certain country or certain goods, or a certain time, or does not sell or buy except certain people.

Sometimes some people have wealth but don't know how to manage their wealth and do business with it. Some people don't have wealth but are good at managing wealth. Therefore, this mudharabah contract is legally permissible to meet the needs of the two types of human beings. Allah does not require contracts except for the sake of benefit and fulfilling the needs of His servants. The wisdom of the law on mudharabah is to provide an opportunity for the community to develop their assets and achieve mutual help between them. In addition to combining experience and intelligence with capital to get the best results (Az-Zuhaili, 2011, p.479).

b. Pillars and Conditions of Mudharabah Agreement

The pillars of a mudharabah contract are shigat contract, parties, capital and work. According to the Sharia Economic Law Compilation, there are three pillars of mudharabah, namely as follows:

- 1) Shahibul al-mal/capital owner.
- 2) Mudharib/business actors.

3) Akad.

While the conditions for the pillars are as follows:

- 1) Shigat contract, which is an expression or communication between the parties to the desired contract, in this case between the owner of the capital and the party who will do an agreed job. The scholars stated that the shigat mudharabah contract must be clearly stated, therefore it is better to do the shigat contract orally or in writing so that the parties can easily understand the intent of the agreement made.
- 2) Parties; In general, the parties entering into a mudharabah contract are those who have the maximum capacity, namely both in terms of capital and expertise of each party. Therefore, the legal capacity and expertise requirements of the parties involved in the contract must be considered.
- 3) Capital (ra'sul mal), in this case the scholars require that capital must be in the form of money and cash in nature, the amount and type of which are known by the parties and can be submitted. It is not permissible for mudharabah capital that is not in the form of money such as goods because

according to the scholars it will cause gharar such as uncertainty about the sale value of these goods. And scholars do not allow debt because the nature of the mudharabah contract is a cooperation agreement in the business to be carried out so that if there is no capital, the contract by itself does not exist.

- 4) Profit (ribh), scholars such as Ibn Qudamah stated that profit is something that is at the heart of a mudharabah contract because the capital provided is the will to gain profit, therefore the portion of profit must be clear between investors and workers/employers.
- 5) Work (charity), the scholars in view of the type of work that will be carried out by the parties is work that is usually done not something that is not known by the parties because this tends to lead to losses (speculative) such as inviting someone to do something (opening car repair shop) while it is known that the person concerned has never done such work.

According to the Compilation of Sharia Economic Law, the conditions for mudharabah are as follows (Pusat Pengkajian Hukum Islam dan Masyarakat Madani, 2017, p.71):

- 1) The owner of capital is obliged to hand over funds and/or goods of value to other parties to cooperate in business.
- 2) The recipient of capital runs a business in the agreed field.
- 3) The business sector agreement to be carried out is determined in the contract.

Apart from the pillars and conditions mentioned above, the DSN-MUI also makes the mudharabah contract a fatwa which includes the pillars and conditions. Following are the general provisions of DSN-MUI Fatwa NO: 115/DSN-MUI/IX/2017 Concerning Mudharabah Contracts:

- 1) A mudharabah contract is a cooperation agreement in a business between the owner of capital and (malik/shahib al-mal) who provides all the capital to the manager (amil/mudharib) and the business profits are shared between them according to the ratio agreed in the contract.
- 2) Shahib al-mal/malik is the party providing funds in the mudharabah cooperation business, both in the form of people and those that are equated with people, both legal entities and non-legal entities.
- 3) Amil/mudharib managing funds in the mudharabah

- business cooperation business, both in the form of people and those that are equated with people, both legal entities and non-legal entities.
- 4) Ra's mal al-mudharabah is business capital in a mudharabah cooperation business.
 - 5) Profit sharing ratio is a ratio or ratio expressed in a number such as a percentage to divide business results.
 - 6) Mudharabah-muqayyadah is a mudharabah contract that is limited by the type of business, period of time, and/or place of business.
 - 7) Mudharabah-muthlakah is a mudharabah contract made directly between shahib al-mal and mudharib.
 - 8) Mudharabah-tsuna'iyyah is a mudharabah contract made directly between shahib al-mal and mudharib.
 - 9) Mudharabah-musyarakah is a mudharabah contract in which the manager (mudharib) also includes capital in the business cooperation.
 - 10) Taqwim al-'urudh is the appraisal of goods that become ra's al-mal to know the value or price.
 - 11) Business profit (ar-ribh) mudharabah is business income in the form of increase from investment after deducting capital, or capital and costs.
 - 12) Loss of business (al-khasarah) mudharabah is the result of operations, where the amount of business capital invested has decreased or the amount of capital and costs exceeds the amount of income.
 - 13) At-ta'addi is doing an act that should not be done.
 - 14) At-taqshir is not doing an act that should be done.
 - 15) Mukhalafat asy-syruh is violating the content and/or substance or conditions agreed in the contract.
- In the fiqh concept, mudharabah profits are shared between the manager and the capital owner, while the loss is borne by the capital owner. This distribution pattern is because the owner of the property gives his property rights to be developed to the manager in the hope that the manager can benefit him.
- c. The Basic Concept of Mudharabah Savings
- Mudharabah savings are savings with a mudharabah contract in which the owner of the funds (shahibul mal) entrusts his funds to be managed by the bank (mudharib) with profit sharing in accordance with the agreed ratio at the beginning of the contract. This mudharabah savings cannot be withdrawn at any time, according to the principle used, mudharabah

savings are investments that are expected to generate profits, therefore the capital submitted to the fund manager (mudharib) may not be withdrawn before the contract ends, this is due to the smooth running of the business carried out by the mudharib in connection with the management of these funds (Aziz and Suharyanti, 2013).

Another definition states that mudharabah savings are savings based on the principle of mudharabah muthlaqah. In this case Islamic banks manage the funds invested by savers in a productive, profitable and fulfilling Islamic sharia principles. The profits will be distributed to savers and the Bank according to a mutually agreed profit sharing ratio or ratio. Also in another sense that mudharabah savings are deposits whose withdrawals can only be made according to certain conditions, which are agreed upon but cannot be withdrawn by check or other means that can be equated with wadiah savings (Amalia, 2019).

In addition to the several explanations for the definition of mudharabah savings above, the provisions have also been regulated in the DSN-MUI Fatwa No: 02/DSNMUI/IV/2000 concerning savings. Which is the fatwa mentions general provisions for Islamic financial institutions regarding mudharabah savings,

namely customers acting as shahibul mal or fund owners and banks acting as mudharib or fund managers, as mudharib, banks can carry out various types of businesses that do not conflict with sharia principles and develop them including mudharabah with other parties, capital stated in the amount in cash instead of receivables, profit sharing is stated in the form of a ratio and stated in the account opening contract, mudharib covers operational costs of savings using the profit ratio that is his right, banks or mudharib are not allowed to reduce the ratio customer benefits without the approval of the concerned. Mudharabah savings cannot be withdrawn at any time like wadi'ah savings, so mudharabah savings are usually not facilitated by ATMs (Automated Teller Machines) because savers cannot withdraw their funds in savings except at the time agreed in the contract, on the collection product funds such as mudharabah which are applied in the form of targeted savings, namely qurban savings, hajj savings and other savings that are intended to achieve a target need in a certain amount and period.

1) Definition of Savings

Savings or so-called deposits are money deposits in a bank where withdrawals can only be made according to certain conditions. Generally,

- banks will give you a savings book that contains information on all the transactions you have made and an ATM card complete with a personal number (PIN). In its current development, there are several types of savings that no longer use passbooks but instead use Internet/mobile banking.
- 2) From this general definition, the definition of savings is also contained in Law Number 21 of 2008 concerning Islamic Banking, that savings are deposits based on a wadi'ah contract or investment funds based on a mudharabah contract or other contracts that do not conflict with sharia principles in which withdrawals can only be made according to certain agreed terms and conditions, but cannot be withdrawn by check, giro, and/or other means equivalent to that. Then it is also stated in Law Number 1 of 2013 concerning Microfinance Institutions that deposits are funds entrusted by the public to MFIs in the form of savings and/or time deposits based on a fund deposit agreement.
 - 3) Fatwa DSN-MUI NO: 02/DSN-MUI/IV/2000 Concerning Savings also describes savings into two types, namely, savings that are not justified in sharia, namely savings based on interest calculations and justified savings, namely savings based on the sharia principles of mudharabah and wadi 'Ah. From the several definitions that have been mentioned, the authors conclude that savings are money deposits in a bank or non-bank where withdrawals can only be made under certain conditions.
 - 4) Definition of Sacrifice
The word sacrifice comes from Arabic, namely from the word qaruba taken from the word qaruba, yaqrubu, qurbaan wa qurbaanan, which means approaching or approaching. Meanwhile, according to the term, sacrifice is anything that is used to get closer to Allah, both in the form of animals to be slaughtered and others. In Arabic, the sacrificial animal is also known as the Udhhiyyah or Adhhiyyah, with the plural form adhahi. This word is taken from the word dhuha, which is when the sun starts to rise which is prescribed for the slaughter of the sacrifice (Rosidin, 2009, p.41).
 - 5) Sacrifice has the same main goal as other acts of worship, namely to get closer and increase piety to Allah SWT, while realizing the value of piety to Allah does not only stop at the aspect of obedience in carrying out worship alone

but also manifests these values for build life in society. Sacrifice has a very strong value in building social aspects, namely growing togetherness in feeling joy with poor people which they rarely get, and as a medium for a servant's approach to Allah Swt (Arifuddin, 2015, p.140).

3. Research Methods

This study uses a qualitative method, namely a method of describing by analyzing qualitative data by describing and looking for existing data in the field based on existing facts from various conditions and situations at BPRS Bumi Artha Sampang. Data comes from primary and secondary data obtained from observation, interviews, and documentation. Furthermore, the validity of the data was tested through credibility and triangulation tests and their suitability was analyzed based on the DSN-MUI Fatwa in a qualitative descriptive way.

C. RESULT AND DISCUSSION

1. Implementation of Sacrificial Savings at BPRS Bumi Artha Sampang

The operational implementation of the Sacrifice Savings experienced problems that caused the implementation to be less than optimal, namely the small number of customers, with a lack of customers, it was difficult to optimize the operational implementation of the Sacrificial

Savings. The reason for the lack of the number of customers in the marketing strategy for fundraising products is that Sacrifice Savings has not become a superior product from BPRS Bumi Artha Sampang.

Another obstacle was that BPRS Bumi Artha Sampang was unable to compete with commercial banks that converted into Islamic banks, then engaged in the micro sector with big funds and big names. commercial banks instead of using the services of BPRS Bumi Artha Sampang.

Sacrifice has an important position in Islam, by carrying out qurban we have tried to get closer to the Creator which is symbolized by the slaughter of animals. The meaning of qurban worship is very deep and broad, the essence of qurban is to build an economic and cultural framework for Muslims. In Islamic teachings, it is only sincerity, piety, and human faith that will reach Allah SWT. In the case of collecting qurban funds, the qurban community usually goes through the mosques in their respective areas. Where on the eve of Eid al-Adha, people who want to carry out the qurban will pay an amount of money to the qurban committee according to the price of the qurban animal that has been set.

To determine the level of profit sharing, BPRS AL Falah will calculate it every month or every certain period according to the period for calculating business income. Regardless of the level of business income, that will be distributed to customers. Therefore,

these customers need to know the level of the product ratio for each ratio, namely the proportion of profit sharing that has been determined in the contract or initial agreement, namely 80% for the bank and 20% for the customer.

The requirements that must be prepared are:

- a. Photocopy of identity that is still active (KTP, SIM, Student Card).
- b. Fill out the Mudharabah Qurban savings application form.
- c. The first deposit is a minimum of Rp. 100,000 (subsequent deposit of at least Rp. 50,000).

Lessons from qurbani, the scholars revealed that qurban worship contains historical and social aspects. From a historical perspective, sacrificing is perpetuating and remembering the events of Prophet Abraham when he was about to slaughter his son, then Allah replaced him with a lamb. Ismail is not just a son to his father. He was the baby that Abraham had wanted all his life. This event deserves to be remembered and perpetuated because it teaches mankind how the pinnacle of the nature of obedience to Allah is.

2. Analysis of DSN-MUI Fatwa No: 115/DSNMUI/IX/2017 concerning Mudharabah Contracts

DSN-MUI Fatwa No:
115/DSNMUI/IX/2017 concerning

Mudharabah Contracts which contain provisions regarding mudharabah contracts as well as being the author's basis for sharia conformity in qurban savings products at BPRS Bumi Artha Sampang, to facilitate discussion, the authors describe the analysis as follows:

a. Akad Provisions

- 1) In this provision, the mudharabah contract in the qurban savings at BPRS Bumi Artha Sampang has been stated clearly and unequivocally so that it is easy for customers to understand (shahibul mal).
- 2) Then the qurban savings product with a mudharabah contract can also be carried out in addition to verbally, namely in writing, gestures, and even electronically, both shahibul mal and mudharib can be in the form of individuals or the form of legal entities while still complying with sharia and applicable laws.

b. Terms of the Parties

- 1) The sacrificial savings product for the mudharabah contract at BPRS Bumi Artha Sampang in practice is only people or those who are equated with people

such as institutions and so on, besides that BPRS Bumi Artha Sampang requires shahibul mal and mudharib to be legally competent both in sharia and by law so that this is in line with the sound in the DSN-MUI fatwa NO: 115/DSN-MUI/IX/2017 concerning mudharabah contracts on the provisions of the parties.

- 2) In one of the conditions for starting qurban savings at BPRS Bumi Artha Sampang, shahibul mal (customers) are required to pay an initial deposit of at least one hundred thousand rupiahs which is the initial capital for BPRS Bumi Artha Sampang (mudharib) in managing customer capital in the field of effort to make a profit, so that the existing practices at BPRS Bumi Artha Sampang do not clash with those in the DSN-MUI Fatwa.

c. Provisions related to Ra's al-Mal

- 1) In practice, qurban savings products with mudharabah contracts exist at BPRS Bumi Artha Sampang, namely after the customer (shahibul mal) completes the

requirements for qurban savings, the customer is required to deposit a minimum of fifty thousand rupiahs each month at BPRS Bumi Artha Sampang until the amount reaches the price the desired sacrificial animal (according to the DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts).

- 2) Capital in the qurban mudharabah savings product at BPRS Bumi Artha Sampang is in the form of money, not in kind, although it is allowed in the fatwa to be in kind (according to the DSN-MUI fatwa No: 115/DSN-MUI/IX/2017).
- 3) The amount of initial capital issued by customers for qurban mudharabah savings products at BPRS Bumi Artha Sampang is one hundred thousand rupiahs in rupiah currency (by DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 on Ra's al-mal provisions).
- 4) Customers or shahibul mals in depositing qurban savings capital at BPRS Bumi Artha Sampang may not be in the form of receivables (according to

- DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts).
- d. Profit Sharing Ratio Provisions
- 1) The distribution of profits in the qurban mudharabah saving product of BPRS Bumi Artha Sampang has been clearly stated at the beginning of the contract to the customer and must also be agreed upon during the contract (by DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 regarding contracts mudharabah on provisions related to profit sharing ratios).
 - 2) Profit sharing of BPRS Bumi Artha Sampang qurban mudharabah savings in nominal or percentage form, namely 80% for the Bank and 20% for Shohibul Mal, which is by the DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts.
 - 3) In the qurban mudharabah savings product at BPRS Bumi Artha Sampang, the profit sharing ratio can be changed according to the agreement of both parties (by DSN-MUI fatwa No: 115/DSNMUI/IX/2017 regarding mudharabah contracts).
- e. Terms of Business Activities
- 1) BPRS Bumi Artha Sampang in managing the capital of customers of qurban mudharabah savings by allocating it to lawful business fields and of course by sharia principles (by the DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts on provisions related to business activities).
 - 2) BPRS Bumi Artha Sampang on qurban savings products in carrying out its activities, namely for the benefit of mudharabah and not for personal gain (by the DSNMUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts).
 - 3) Mudharib (BPRS Bumi Artha Sampang) is not allowed to violate all the provisions agreed at the beginning of the contract (by DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 regarding mudharabah contracts).
- f. Profit and Loss Sharing Provisions

- 1) The profit from the mudharabah contract business on qurban savings products at BPRS Bumi Artha Sampang has been calculated by the profit sharing ratio by the DSN-MUI fatwa (not by the DSN-MUI fatwa No: 115/DSN-MUI/IX/2017 concerning mudharabah contracts).
- 2) If the loss of the mudharabah business in the qurban savings product of the mudharabah contract at BPRS Bumi Artha Sampang is the responsibility of the customer (shahibul mal) unless the negligence occurs because the mudharib violates the provisions in the contract (by the DSN-MUI fatwa No: 115/DSN -MUI/IX/2017 regarding mudharabah contracts).

D. CONCLUSION

The implementation of Sacrifice Savings at BPRS Bumi Artha Sampang is based on a mudharabah contract with a profit sharing ratio of 80% for banks and 20% for customers with an initial deposit of IDR 100,000 which is continued.

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