

Legal Risk Mitigation in the Implementation of Sharia Financing Contracts: Gap Analysis Between Sharia Principles and Practice in the Field

Rohmat Wardiman

Pascasarjana Universitas Islam Negeri Prof. K.H. Saifuddin Zuhri Purwokerto

Submitted: 21-10-2025

Accepted: 12-01-2026

Published: 28-02-2026

Abstract

The Islamic finance industry has experienced significant global growth, including in Indonesia, marked by the expansion of banking and non-bank institutions offering sharia-compliant financial products. Unlike conventional systems based on interest, Islamic financing utilizes contracts aligned with Islamic law, aiming to eliminate usury and promote social and economic justice. Sharia principles serve not only as ideological foundations but also as operational guidelines, emphasizing transparency, ethics, and community welfare. However, the practical implementation of sharia contracts often encounters legal challenges, such as vague clauses, differing fatwa interpretations, and procedural inconsistencies. These legal risks may undermine public trust and threaten the sustainability of Islamic financial institutions. Therefore, legal risk analysis is essential to ensure compliance and strengthen the credibility of the industry. Optimizing the role of the Sharia Supervisory Board (DPS) and enhancing legal risk management are crucial steps in maintaining sharia adherence and preventing contractual disputes in Islamic financing.

Keywords: Islamic Finance, Sharia Principles, Legal Risk.

***Corresponding author**

rohmatwardiman@gmail.com

E-ISSN: 2986-2256

P-ISSN: 2986-5891

INTRODUCTION

The financial industry based on Islamic sharia principles has shown dynamics significant growth globally, including in Indonesia. This development includes the expansion of banking institutions and non-bank financial institutions, as well as development of various financial instruments and products that are innovative and appropriate with sharia provisions (Apriyani, 2018). In contrast to the conventional financial system which is based on interest, sharia financing uses agreements or contracts that are in accordance with Islamic laws (Sultoni, et al, 2022). This system is the latest breakthrough in the world of banking for them who do not want any element of usury in the interest. Additionally, a combination of general bank management with a sharia financial system can be implemented as a means to balance between two interests (lenders and borrowers) (Aziz, 2021).

The sharia principles that form the basis of the operations of sharia banks are not only serves as an ideological foundation, but also as a guideline in implementation daily activities. Therefore, in carrying out its activities, Islamic banks are obliged to ensure that all aspects of the business, including the products offered, as well as the form of legal relations and the resulting legal consequences are always in line with provisions of Islamic law (Gusmansyah, 2020). In the Islamic perspective, economics is not seen as a value-free discipline, but rather as a field that is full of moral and ethical orientation (Gusmansyah, 2020). Therefore, business practices based on sharia principles aim to make a real contribution to realizing the socio-economic welfare of the community The implementation of business in accordance with sharia is also directed at creating a business environment that is healthy, transparent, and free from manipulative or fraudulent actions (Gusmansyah, 2020).

Basically, contracts in the sharia financing system are drawn up in such a way as to ensure the creation of the principle of justice and prevent the occurrence of exploitative practices (Prihantono, 2018). Islamic banking aims to avoid practices usury and focuses on the interests of society at large. This system too play a role in driving accelerated economic growth, realizing prosperity economy, as well as creating social and economic justice through equal distribution of income more evenly distributed. In addition to being oriented towards financial profit, Islamic banks also based on the principle of *falah*, namely achieving happiness and blessings in life the world and the hereafter (Yunari, 2022). Although conceptually the contracts are in sharia financing designed in accordance with Islamic principles, its implementation in the field often faces problems various obstacles, especially those related to legal aspects (Fajar, et al, 2024). There is a mismatch between theory and practice that has the potential to give rise to legal risks, which can be detrimental to both Islamic financial institutions and their customers. This risk can stem from a number of factors, such as a lack of clarity in the formulation of clauses agreement, differences in interpretation of the fatwa issued by DSN-MUI, as well as disharmony between operational procedures and sharia principles (Nasution & Anggraini, 2024).

The gaps that occur in sharia financing practices indicate the existence of potential deviations that could reduce the level of public trust in the system Therefore, analysis of legal risks is a crucial aspect for noticed. This study aims to comprehensively examine various forms deviations that arise in the implementation of sharia financing contracts, as well as evaluating its impact on the sustainability and credibility of the Islamic financial industry. Through in this research, it is hoped that critical points that require attention can be found specifically, and strategic recommendations are formulated to strengthen the legal foundations and increase compliance with sharia principles.

METHOD

This article was compiled using the library study method, or literature review as the main approach in writing. Literature study is a method that involves legal protection for all transactions and activities carried out by the bank, collecting information from various written sources that are relevant to the writing topic. This method allows the writer to gain a deep understanding of the topic which is being discussed by analyzing and synthesizing findings from existing literature (Darmalaksana, 2020). In addition in this case, the author uses ready-to-use library data so that it can be used directly and not limited by space and time. The data sources used in searching for information are data secondary data obtained from existing sources, collected and processed by the relevant party others. Secondary data is usually obtained from books, journals, articles (Darmalaksana, 2020). In writing this article, The author uses library data from various sources such as books, journals or articles inherent, as related to the problem being discussed.

RESULT AND DISCUSSION

Basic Concept of Legal Risk in Sharia Financing

If we look at its characteristics, the types of risks faced by Islamic banks generally have similarities with the risks experienced by conventional banks. However, Islamic banks have unique characteristics in their approach to risk, namely by adhering firmly to the principles of Islamic economics in every aspect of its management (Naura, et al, 2024). In banking activities, legal risk is a very basic element because it is directly related to guarantees of certainty and legal protection for all transactions and activities carried out by the bank, both in internal and external contexts. This risk is classified as a risk inherent, as stated in the Financial Services Authority Regulation (POJK) Number 18/POJK.03/2016 concerning the Implementation of Risk Management for Commercial Banks. In this regulation, legal risk is defined as the potential loss arising from weaknesses in the legal aspects, such as lawsuits, contracts that are not enforceable has legal force, or failure to fulfill the legal elements in an agreement (Saputra & Baidhowi, 2025).

Conceptually, the legal risk aspects in the banking sector can be analyzed through the approach of the theory of obligations, as stated in Article 1313 of the Civil Code, which defines an agreement as an act law in which one or more parties are committed to another party. Therefore, every banking product or service that is stated in the form of an agreement has the potential to give rise to legal consequences if there is non-compliance from one of the parties. This kind of situation is known as the risk of default in the contract, which can lead to legal disputes and financial losses for the banking institution (Saputra & Baidhowi, 2025).

Besides the risk of default, legal risks in the banking sector can also occur arising from non-compliance with regulatory provisions, either in the form of violations against positive legal norms, abuse of authority, and banking practices which does not comply with applicable provisions. This kind of condition has the potential give rise to administrative sanctions from supervisory bodies such as the Financial Services Authority (OJK) or Bank Indonesia, can even result in lawsuits from other parties. In the context of Islamic banking, legal risks do not only cover aspects formal legal framework of the country, but also concerns the extent to which financial products are offered to meet the principles of compliance with sharia (sharia compliance). Therefore, studies on legal risks in banking must take into account a combination of civil law principles, banking law, administrative law finance, as well as Islamic law in the context of sharia. All of these elements form a conceptual framework to assess aspects of validity, legal certainty, and protection for all financing activities (Saputra & Baidhowi, 2025).

Case Study of Murabahah Contract

In implementing the murabahah contract, the bank does not act as a producer goods sold, but rather as the party making the purchase from the supplier to then be transacted to customers. Generally, customers submit demand for certain goods which are then purchased by the bank and resold with an installment payment scheme. In some cases, banks also establish partnerships with suppliers to jointly offer goods to customers through an installment system. This purchasing process often uses a wakalah contract, where the bank gives authority to the customer to make purchases bank name with prior agreement. Agreement regarding the method payment and repayment period are determined jointly by both parties, either in cash or installments (Difri, 2025).

Murabahah contracts have become the dominant financing instrument in Islamic banking portfolio in Indonesia, due to the ease of understanding and its implementation compared to other sharia financing

schemes such as musyarakah and mudharabah. Through this mechanism, banks obtain guarantee of profit margins, while customers get certainty regarding the amount and tenor of the installments, so the risks faced are relatively lower. Although Thus, the dominance of murabahah in financing practices gives rise to critical reflection towards the essence of Islamic banking, which is ideally oriented towards development an economic system that upholds the principles of justice and balance (Difri, 2025).

Although the murabahah scheme is considered to have a lower level of risk compared to the profit sharing system, the reality on the ground shows that Islamic banks still need to pay serious attention to potential risks exist. Therefore, preventive measures and approaches are needed proactive in implementing murabahah-based financing. In practice, various irregularities are still being found which are being highlighted by academics and the wider community. Two main issues that are often criticized are related to ownership goods by the bank before being sold to customers, as well as the margin determination mechanism profit in a murabahah contract (Muchtar, 2021).

Case Study of Ijarah Contract

One form of implementation of classical sharia contracts in financing products banking is a lease-based lending scheme. This financing model is aimed at for customers who do not yet have certain goods but want to obtain benefits economic benefits from its use. In this case, Islamic banks can lease goods this is for the benefit of the customer with the agreed rental value (ujrah) in the contract. In addition, this rental scheme also provides an opportunity for customers to own the rented goods at the end of the contract period, through a grant mechanism or purchase known as *ijarah muntahiyah bit tamlik* (Sukmaningrum & Yazid, 2022).

The Ijarah financing scheme is considered to have its own appeal compared to with other forms of financing, because it provides convenience for business actors to start a business activity without having to have capital goods first. Through the rental mechanism to Islamic financial institutions, these needs are met can be fulfilled. However, there are a number of potential risks in the implementation *ijarah* agreement , including customer non-compliance in paying installments deliberate; damage to the leased asset which has implications for increasing maintenance costs, especially if the agreement states that the responsibility the responsibility for maintenance lies with the Islamic financial institution; and the possibility the customer terminates the contract before the end of the rental period and is reluctant to continue asset ownership, so that financial institutions need to recalculate on profits and returning some of the value to customers (Basthomi & Hendratmi, 2017).

The fundamental differences in the structure of the *ijarah* contract have a significant impact towards risk management strategies. In conventional *ijarah* schemes, the main focus the risk lies in the aspect of asset maintenance and the possibility of delays rent payments by the tenant. On the other hand, in *Ijarah Muntahiyah Bit Tamlik*, additional risks arise related to the transfer of ownership process and the potential legal disputes. In practice, negligence in maintaining the condition of assets can reduce its economic value and cause losses for financial institutions sharia. Therefore, the implementation of a comprehensive risk management system becomes very important in managing the assets involved in the *ijarah* contract. In Besides that, the asset maintenance aspect also needs special attention. Although maintenance responsibility generally rests with the tenant, failure to carrying out these obligations may have a negative impact on the value of assets and cause financial losses for the bank. For this reason, a mechanism is needed periodic monitoring and evaluation of asset conditions to ensure sustainability of investment value and protection (Masrukhan & Pramono, 2025). Risk management is an aspect crucial in the financing system, especially if the main objective is to control potential losses. Therefore, a management structure is needed solid risk as a foundation in maintaining a balance between risk levels and financing decisions taken (Baskoro, et al, 2023).

Case Study of Mudharabah Contract

Based on data released by the Financial Services Authority in 2019, it was noted that mudharabah-based financing only reached 5.41 trillion, far lower compared to murabahah financing which reached 121.04 trillion of the total financing of 219.67 trillion. This disparity shows a condition that is quite worrying and demands active involvement from various parties in encouraging the optimization of mudharabah financing. As productive financing scheme, mudharabah is considered very ideal by Islamic jurisprudence experts because it contains the principle of justice in its implementation (Hidayat, 2024).

In the practice of mudharabah financing, there are a number of risks that can occur arise, especially when the funds provided by the bank are used by customers in a being unwise or deviating from the terms of the contract, including deliberate actions. In addition, there is a risk of financial value decline or shrinking risk, which is generally triggered by specific business factors such as declining sales volume or significant decline in product and service prices. Other risks include the potential losses due to unexpected events such as accidents or natural disasters. This level of risk tends to increase along with the amount of funds distributed by Islamic financial institutions to customers (Sonia, 2024).

Case Study of Musyarakah Contract

Even though the musyarakah contract has a solid sharia basis and potential big in driving economic growth, its application in industry Islamic banking still faces a number of obstacles. Based on data from Financial Services Authority, although the trend in musyarakah financing shows increase, the proportion remains much smaller compared to financing murabahah. This condition raises questions regarding the factors that influence the limitations of the implementation of musyarakah contracts and the strategies that can be taken to optimize it. Some of the main challenges faced includes high levels of risk, information imbalance between banks and customers, the customer's lack of understanding of the musyarakah scheme, and complexity in its operational implementation (Pasaribu & Anggraini, 2024). In the form of a partnership business, all elements such as type of business activity, amount of capital required, assets or the goods used, as well as the skills possessed by each party must be formulated comprehensively as a form of joint contribution. Each partners need to agree on the combination of contributions, both with time limits certain or without time limits. Complexity in managing certain aspects this requires a holistic and structured approach so that the partnership can running optimally and sustainably (Susana, 2009).

Impact of Legal Risk

Financial Impact

When the customer fails to fulfill the payment obligations in accordance with the agreement that has been agreed upon, then credit risk becomes one of the main risks emerging (Mughtar, 2021). This risk has a significant impact due to the success of the distribution funds are highly dependent on the customer's ability to fulfill obligations financial situation. On the other hand, liquidity risk can occur if Islamic banks do not able to meet payment obligations that fall due due to limited cash flow cash or assets that can be readily converted into cash. The source of this risk can come from inability of productive assets to generate adequate cash flow, or difficulty in obtaining funding from financial markets. Liquidity risk is often become the main factor in the failure of banking institutions, not solely because of operational losses, but rather due to the bank's inability to provide funds when needed (Difri, 2025).

Non-Financial Impact

When a sharia bank fails to implement applicable legal provisions and sharia principles, this can damage the level of trust customers due to irresponsible managerial actions (Hidayat, 2024). Reputational

risk be serious consequences, where the negative behavior of one institution can has a broad impact on the overall image of the Islamic banking industry. In fact, failure that occurs in one institution has the potential to give rise to a bad stigma against other institutions that were not actually involved in the violation (Naura, et al, 2024).

Mitigation and Recommendations

Comprehensive Contract Preparation

One of the crucial forms of legal risk in credit-based financing sharia is the possibility of a discrepancy between the implementation of the contract and the principles of Islamic law as stipulated in the DSN-MUI Fatwa. For example, in a murabahah scheme, banks are required to pay first buy the goods desired by the customer before reselling them the agreed profit margin. If this procedure is violated, for example by provide funds directly without going through a sales transaction, then the agreement can be considered invalid according to sharia law and has the potential to give rise to lawsuits or cancellation. Legal risks can also arise from weaknesses in aspects documentation, such as incomplete contract wording, unspecified profit margins explained explicitly, or inaccuracy in stating the object of financing. In addition, Islamic banks also face legal risks arising from changes fatwa or sharia authority policy. Considering that fatwa is an integral part from the operational legal framework, changes in the interpretation of a contract can affect the validity of the existing contract. Without the adjustment clause, previously agreed contracts are at risk become invalid or require revision, which may ultimately result in legal disputes (Saputra & Baidhowi, 2025).

Role of Regulation and Authority

The Sharia Supervisory Board (DPS) plays a very strategic role in ensuring the implementation of sharia principles in banking operations sharia. The main task of DPS is to ensure that all products and procedures which is run by Islamic banks is in accordance with Islamic provisions. Considering that the importance of this function, the existence of DPS has been explicitly regulated in two regulations national regulations, namely Law Number 40 of 2007 concerning Limited Liability Companies Limited and Law Number 21 of 2008 concerning Sharia Banking. Legally, this confirms the position of DPS as an entity that has the authority strong in the institutional structure of Islamic banking. Optimizing the role of DPS becomes It is very important that supervision of sharia compliance can run effectively. The relationship between DPS and risk management is also very close, because negligence in supervision can lead to violations that have a negative impact on reputation and public trust in Islamic banking institutions (Ilyas, 2019).

Dispute Resolution Mechanism

Within the framework of legal protection theory, two forms of approach are known main, namely preventive and repressive legal protection. Legal protection in general preventive measures are realized through the application of the 5C analysis principle by the bank before approve financing applications, as an effort to mitigate risk from the start. Meanwhile, repressive legal protection is carried out through mechanisms collection, financing restructuring, and utilization of legal powers from the agreed agreement, in response to potential default or breach of contract (Astari, et al, 2021). In the management of financing which is relatively smooth, approaches that can be taken include monitoring business activities customers and empowering members through training programs. As for financing that is starting to show potential problems or is experiencing difficulties which is decreasing, steps that can be taken include intensive coaching, sending warning letters, as well as direct visits by the financing team as form of personal approach. Meanwhile, in dealing with financing that has entering the doubtful or stalled category, the handling strategies that can be applied includes rescheduling (rescheduling installments and

adjusting installment amounts), reconditioning (reducing profit margins or profit sharing), and restructuring (modification or conversion of the form of financing agreement) (Mukhsinun, 2017).

Based on the provisions in Bank Indonesia Regulation Number 7/46/PBI/2005 Article 20 paragraph (2), if there is a deliberation process between the parties to the dispute does not result in an agreement, then the settlement can be continued through alternative dispute resolution mechanisms, including through the Arbitration Board Sharia. Similar matters are also regulated in Bank Indonesia Regulation Number 9/19/PBI/2007 Article 4 paragraph (3), which confirms that dispute resolution in activities of collecting and distributing funds and providing sharia banking services through the sharia arbitration route can only be taken if the mediation process, including banking mediation, failed to reach a common ground. This provision indicates that dispute resolution in Islamic banking prioritizes the principle deliberation and mediation as initial steps before resorting to arbitration (Usanti, 2014). In the context of Islamic economic disputes relating to financing problems in sharia banking institutions, if no solution is found satisfactory through internal channels or deliberation, then the resolution can be pursued through two main approaches, namely litigation and non-litigation. Litigation involves formal legal processes through the courts, while non-litigation involves non-formal legal processes through the courts. Litigation includes alternative resolutions such as mediation, conciliation, or arbitration sharia, which prioritizes the principles of deliberation and peaceful resolution in accordance with sharia values (Ismail, et al, 2024).

The Role of Legal Risk Management

Legal risk management in banking is carried out through a process identification and control of potential risks inherent in the product and bank operational activities. For this reason, banks are required to have policies and written procedures designed in line with the business strategy in order to effectively control legal risks. The procedure must obtain approval from the board of directors and socialized to all levels of the organization so that can be implemented optimally. In addition, banks need to form work units or a special team that acts as a legal watch, whose duty is providing legal analysis to all employees at various levels. Collaboration between the legal department, risk management unit, and operational unit is necessary for assess the impact of regulatory changes on legal risk exposure. Banks also must establish and implement a code of ethics that applies to all employees as an effort to strengthen compliance with internal and external provisions. Consistent application of sanctions for violations committed by officials or employees are an important part in maintaining institutional integrity. In addition, evaluation and updating of control policies and procedures legal risk assessments must be carried out periodically, adapting to regulatory dynamics and internal development of the organization (Yanuardin & Siregar, 2020).

CONCLUSION

In banking practice, legal risk refers to the potential for consequences to arise the law of a product or service as stated in the agreement, as regulated in Article 1313 of the Civil Code. This risk can occur if one of the parties does not carry out its obligations in accordance with the contents of the agreement. In the financing context, legal risks can arise due to weaknesses in documentation, such as incomplete wording of the contract, profit margins that are not explained clearly explicit, or unclear financing objects. On the other hand, Islamic banks also face legal risks arising from changes in fatwas or policies of sharia authorities. Because fatwa is part of the operational legal framework, changes in interpretation of an agreement can affect the validity of an existing contract. Without an adjustment clause, the previously agreed contract is at risk of becoming invalid or requiring revision, which may ultimately lead to legal disputes.

Optimizing the role of the Sharia Supervisory Board (DPS) is crucial in ensure that all products and operational systems of Islamic banks run according to regulations with applicable sharia principles. This is because DPS is related which is closely related to the risk management system, especially in maintaining compliance with sharia provisions. In the event of problematic financing that cannot be resolved through internal mechanisms, the resolution of sharia economic disputes can be achieved through litigation and non-litigation channels. In addition, legal risk management also plays an important role in the bank's risk management system, which is carried out through the process of identifying and controlling potential legal risks inherent in banking products and activities.

REFERENCES

- Apriyani, H. W. (2018). "Perkembangan Industri Perbankan Syariah di Indonesia : Analisis Peluang dan Tantangan". *Maksimum Media Akuntansi Universitas Muhammadiyah Semarang* 8(1), 16-23.
- Astari, R. R. S., & Lumbanraja, A. D. (2021). "Perlindungan Hukum Bagi Bank Syariah Terhadap Kasus Wansprestasi Oleh Nasabah Pembiayaan Mudharabah". *Notarius* 14(1), 342-355.
- Aziz, A. (2021). *Manajemen Risiko Pembiayaan Pada Lembaga Keuangan Syariah*. Depok: PT Rajagrafindo Persada.
- Baskoro, W., Rina I., & Isnaini M. (2023). "Analisis Manajemen Risiko Pembiayaan Ijarah Untuk Meningkatkan Profit BMT Menoreh Sejahtera di Kulon Progo". *Aktiva: Jurnal Manajemen dan Bisnis* 3(1), 1-7.
- Basthomi, A., & Achsanah H. (2017). "Manajemen Risiko Pembiayaan Ijarah Pada Koperasi Syariah Pilar Mandiri Surabaya". *Jurnal Ekonomi Syariah Teori dan Terapan* 4(7), 547-559.
- Darmalaksana, W. (2020). "Metode Penelitian Kualitatif Studi Pustaka dan Studi Lapangan". Pre-Print Digital Library UIN Gunung Djati. <http://digilib.uinsgd.ac.id/id/eprint/32855>
- Difri, F. A. (2025). "Analisis Manajemen Risiko Dalam Pembiayaan Murabahah Pada Bank Umum Syariah". *Maliki Interdisciplinary Journal* 3, 871-881.
- Fajar, A. E. S. W., & Muhammad R. (2024). "Masa Depan Ekonomi Syariah di Indonesia: Sebuah Analisis Kritis Tantangan dan Solusinya". *Al-Musyarakah: Jurnal Ekonomi Syariah* 4(1), 29-44.
- Gusmansyah, W. (2020). *Buku Hukum Perbankan Syariah (UU No. 21 Tahun 2008)*. Bengkulu: Penerbit Vanda.
- Gusmansyah, W. (2020) *Hukum Perbankan dan Lembaga Keuangan Syariah*. Vol. D. Bengkulu: CV. Zigie Utama.
- Hidayat, Y. (2024). "Manajemen Risiko Pembiayaan Akad Mudharabah Pada Perbankan Syariah". *Jurnal Kajian Ilmu Hukum* 3(2), 136-163.
- Ilyas, R. (2019). "Analisis Risiko Pembiayaan Bank Syariah". *Bisnis: Jurnal Bisnis dan Manajemen Islam* 7(2), 189-202.
- Ismail, Y. C. T., J. W., Yusup, D. K., & Saebani B. A. (2024). "Hukum Islam Pada Implementasi Manajemen Risiko Penyelesaian Pembiayaan Bermasalah Bank Syariah Indonesia (BSI)" 3(9), 4405-4420.
- Masrukhan, M., & Pramono, S. (2025). "Model Digitalisasi Manajemen Risiko Dalam Pembiayaan Ijarah di Bank Syariah Indonesia". *Jurnal Publikasi Ekonomi dan Akuntans* 5(2), 444-466.
- Muchtar, M. (2021). "Analisis Risiko Akad Murabahah di Perbankan Syariah". *Info Artha* 5(1), 67-74.
- Mukhsinun. (2017). "Evaluasi Manajemen Risiko Produk Mudharabah dan Musyarakah Dalam Meminimalisir Risiko Pembiayaan Bagi Hasil". *Jurnal Labatila* 1(1), 41-61.
- Nasution, Z. A., & Anggraini, T. (2024). "Analisis Penerapan Manajemen Risiko Terhadap Pembiayaan Murabahah Macet di BMT Raudhah". *Jurnal Masharif Al-Syariah: Jurnal Ekonomi dan Perbankan Syariah* 9(1), 63-72.

- Naura, D. S., & Syukri, M. (2024). "Mitigasi Resiko Pada Perbankan Syariah di Indonesia". *Islamic Business and Finance (IBF)* 5(1), 1-15.
- Pasaribu, R. A., & Anggraini M. A T. (2024). "Pelaksanaan Akad Musyarakah Dalam Perbankan Syariah". *Jurnal Bisnis, Ekonomi Syariah, dan Pajak* 1(3), 68-77.
- Prihantono. (2018). "Akad Murabahah dan Permasalahannya Dalam Penerapan di Lembaga Keuangan Syariah". *Al-Maslahab* 14(2), 219-236.
- Saputra, R. J., & Baidhowi. (2025). "Analisis Risiko Hukum Pada Pemberian Kredit Multiguna: Studi Perbandingan Bank Konvensional dan Syariah". *Journal of Literature Review* 1(2), 472-481.
- Sonia, L. I. (2024). "Analisis Manajemen Risiko Pembiayaan Pada Akad Mudharabah Perbankan Syariah". *Maliki Interdisciplinary Journal* 2(5), 1-5.
- Sukmaningrum, D. A. S., & Yazid, M. (2022). "Analisis Akad Ijarah Dalam Praktik Produk Pembiayaan Lembaga Keuangan di Indonesia". *Al Fiddhob* 3(2), 81-97.
- Sultoni, H. A. R., & Ashofa, F. (2022). "Implementasi Akad Dalam Perbankan Syariah di Indonesia". *Musyarakah: Journal of Sharia Economic (MJSE)* 2(2), 94-99.
- Susana, E. (2009). "Analisis Dan Evaluasi Mekanisme Pelaksanaan Pembiayaan Al-Musyarakah Pada Bank Syariah". *Jurnal Keuangan dan Perbankan* 13(1), 176-184.
- Usanti, T. P. (2014). "Penanganan Risiko Hukum Pembiayaan di Bank Syariah". *Yuridika* 29(1), 1-16.
- Yanuardin., & Siregar, S. (2025). "Studi Literatur Manajemen Risiko-Risiko Hukum". *Seminar Nasional Teknologi Komputer & Sains (Sainteks)*, Februari, 545-548.
- Yunari, A. (2022). *Diktat Hukum Perbankan Syariah*. Jember: UIN KH Achmad Siddiq Jember.