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SETTLEMENT OF CUSTOMER DEFAULTS IN MORTGAGE HOUSE FINANCING IN KEDATON HOUSING, MUARO JAMBI REGENCY (STUDY ON BTN SYARIAH JAMBI)

Muhammad Farhan Athallah, [1] **Pidayan Sasnifa,** [2] **Herri Novealdi,** [3]
Faculty of Sharia, Sultan Thaha Saifuddin State Islamic University, Jambi[1,2,3,]
Email: m.farhanathallah2003@gmail.com

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Abstract

Penelitian ini bertujuan untuk menganalisis penyelesaian wanprestasi nasabah dalam pembiayaan rumah melalui Kredit Pemilikan Rumah (KPR) di Perumahan Kedaton Kabupaten Muaro Jambi, dengan studi pada Bank BTN Syariah Jambi. Latar belakang penelitian didasarkan pada meningkatnya kasus keterlambatan pembayaran angsuran oleh nasabah yang berimplikasi terhadap stabilitas pembiayaan dan keberlangsungan akad perjanjian syariah. Fokus kajian meliputi: (1) bentuk-bentuk wanprestasi yang dilakukan nasabah, (2) faktor penyebab terjadinya wanprestasi, serta (3) upaya penyelesaian yang ditempuh oleh pihak bank. Metode penelitian yang digunakan adalah pendekatan yuridis-empiris melalui wawancara, dokumentasi, dan studi pustaka, dengan analisis deskriptif-kualitatif. Hasil penelitian menunjukkan bahwa bentuk wanprestasi yang terjadi meliputi keterlambatan pembayaran angsuran, ketidakmampuan melunasi sesuai jatuh tempo, serta pelanggaran klausul akad berupa penyewaan rumah subsidi kepada pihak lain. Faktor penyebab utama adalah kondisi ekonomi nasabah, ketidakstabilan pendapatan, serta kurangnya pemahaman terhadap isi akad. Penyelesaian yang ditempuh Bank BTN Syariah Jambi melalui tahapan musyawarah, restrukturisasi pembiayaan (rescheduling, reconditioning, restructuring), pemberian surat peringatan bertahap, hingga penyitaan jaminan dan penyelesaian melalui jalur hukum apabila upaya damai tidak berhasil. Penyelesaian wanprestasi pada Bank BTN Syariah Jambi telah mengedepankan prinsip syariah dengan mengutamakan musyawarah dan keadilan, sesuai dengan nilai-nilai Islam yang melarang ingkar janji.

Keywords: Wanprestasi; Pembiayaan KPR; Bank BTN Syariah; Perumahan Kedaton; Hukum Ekonomi Syariah.

Abstract

This study aims to analyze the settlement of customer defaults in home financing through Home Ownership Credit (KPR) in Kedaton Housing, Muaro Jambi Regency, with a study at Bank BTN Syariah Jambi. The background of the study is based on the increasing cases of late installment payments by customers, which have implications *for financing stability and the sustainability of sharia agreements. The focus of the study includes: (1) forms of default committed by customers, (2) factors causing defaults, and (3) settlement efforts taken by the bank. The research method used is a juridical-empirical approach through interviews, documentation, and literature studies, with descriptive-qualitative analysis. The results of the study indicate that the forms of default that occur include late installment payments, inability to pay off on time, and violations of contract clauses in the form of renting subsidized houses to other parties. The main causal factors are the customer's economic condition, income instability, and lack of understanding of the contents of the contract. Bank BTN Syariah Jambi's resolution process involves deliberation, financing restructuring (rescheduling, reconditioning, restructuring), issuing warning letters in stages, and ultimately seizing collateral and resolving through legal channels if peaceful efforts are unsuccessful. Bank BTN Syariah Jambi's default resolution prioritizes sharia principles, prioritizing deliberation and justice, in accordance with Islamic values that prohibit broken promises.*

Keywords: *Default; Mortgage Financing; BTN Syariah Bank; Kedaton Housing; Sharia Economic Law.*

Introduction

Banking has a very strategic role in supporting national economic growth, one of which is through the distribution of credit to the public. Credit is not only the main instrument of banking to make profits, but also a means to support the improvement of people's welfare (Dalimunthe & Lubis, 2023). One of the forms of credit that is closest to the basic needs of the community is Home Ownership Loans (KPR). Bank Tabungan Negara (BTN), as a state-owned bank, has the main mandate in providing financing for the housing sector, especially for low-income people (MBR) through the Subsidized Mortgage program. This program is expected to be able to help people have livable houses with affordable payment mechanisms (Anggraini, 2019).

However, in practice, not all credit agreements between banks and customers run smoothly. One of the problems that often arises is the existence of defaults or broken promises from the customer (Rizki, 2025). Default in the banking context occurs when the customer does not fulfill obligations according to the content of the credit agreement, such as late payment of installments, inability to pay within a certain period of time, or violation of the clauses listed in the contract (Scott, 2025). This condition causes losses for the bank, because credit that should be a source of income turns into non-performing loans (Pramadani & Puspawati, 2019).

Default is not fulfilling or neglecting to perform obligations as specified in the agreement made between creditors and debtors. This is stated in Article 1243 of the Civil Code, which states that reimbursement of costs, losses, and interest due to non-fulfillment of an agreement is only required if the debtor, after being declared negligent in fulfilling his obligation, still neglects it (Azza & Iwanti, 2022). The condition of default can occur either intentionally or unintentionally by the debtor.

Mortgage financing is a very large asset in the world of Islamic banking, so the quality must be maintained, as mandated in Article 2 of Law Number 21 of 2008 (Law of the Republic of Indonesia Number 21 of 2008 concerning Islamic Banking, 2008) about Sharia Banking, which prioritizes the prudential banking principle in distributing credit. On the one hand, banks are required to maintain prudence, while on the other hand, banks must also be able to accommodate the constraints of customers who are experiencing economic difficulties. It is this tension of interest that makes the settlement of defaults a complex legal and managerial issue (Scott, 2017).

Especially in the Jambi region, the development of subsidized housing with financing support from BTN Syariah has increased quite rapidly in line with the One Million Houses program launched by the government. However, the phenomenon of customer default is also increasingly visible, where some people experience payment constraints due to economic factors, decreased income, termination of employment, or other unexpected conditions. Research on the settlement of customer defaults at Bank BTN Syariah Jambi is very relevant because it concerns the balance of interests between the bank as a financial institution and customers as consumers who need legal protection (Hasibuan et al., 2023).

Several previous studies have examined similar topics. Ipih Fitriani (Ipih, 2018). In his research on Bank BTN KCS Yogyakarta, it was found that the application of the 5C principle (characteristics, capabilities, capital, collateral, and conditions) is very effective in controlling non-performing financing. Cholidah Hanum (Hanum, 2009) reviews the strategy of BTN Syariah Jakarta Branch in dealing with problematic mortgages through customer development and collateral sales. Meanwhile, Reza Yudistira (Reza, 2011) at Bank Syariah Mandiri Jatinegara Branch studied problem resolution through non-litigation and litigation channels. The difference between this research and the three previous studies lies in the location, namely Kedaton Muaro Jambi Housing, and focuses on a comprehensive default settlement mechanism based on the perspective of Sharia economic law.

Based on this background, this study formulates two main problems: (1) How is the default settlement by BTN Syariah against mortgage customers in Kedaton Muaro Jambi Housing? and (2) How is the review of sharia economic law on the default committed by the BTN Syariah KPR customer? The purpose of this study is to describe the default settlement mechanism implemented by Bank BTN Syariah Jambi and analyze it from the perspective of Sharia economic law.

Research Methods

This research uses a juridical-empirical approach, which is a legal research method that examines the effectiveness and implementation of law in society by combining normative data and field data (Scott, 2017). This type of research is qualitative descriptive, which seeks to analyze social life by describing the social world from the point of view of individuals in a natural setting (Lunan et al., 2025).

The research was conducted in two locations, namely: (1) The Office of PT. Bank Tabungan Negara (Persero) Tbk Jambi Sharia Branch Office, Jl. Hayam Wuruk No. 27, Cempaka Putih District, Jelutung District, Jambi City; and (2) Kedaton Sungai Duren Housing, Muaro Jambi Regency. Primary data was obtained through in-depth interviews with three key informants, namely: Yanda Maulana (Operation Head of BTN Syariah Jambi), Aris Sukam (Collection Staff of BTN Syariah Jambi), and Dody Gunawan (Accounting Reporting of BTN Syariah Jambi), as well as direct observation at the research site. Secondary data was obtained from laws and regulations (Civil Code, Sharia Banking Law No. 21 of 2008, OJK regulations), official bank documents in the form of credit agreements, warning letters (summonses), as well as the results of previous research, books, and scientific journals.

Data analysis is carried out through three stages: (1) data reduction, which is summarizing and selecting the main things that are relevant to the focus of the research; (2) data presentation, i.e., presenting data in the form of a systematic narrative description; and (3) concluding, namely concluding findings based on data that has been collected and analyzed (Sugiono, 2017). The validity of the data is guaranteed through triangulation of sources, namely by comparing the results of interviews between banks, customers, and available written documents.

Results and Discussion

Forms of Customer Default in Kedaton Muaro Jambi Housing

Default is a condition in which the debtor is unwilling or unable to fulfill the obligations as agreed in the credit agreement. The cause can be natural (beyond the debtor's control) or due to bad faith on the part of the debtor himself (Azza & Iwanti, 2022). Based on findings in the field at Kedaton Sungai Duren Housing, several common forms of default were found:

1. Delay in installment payments, namely, the customer does not pay the mortgage financing installments according to the time that has been agreed in the contract. This is the most common and frequent form of default, especially in customers who experience a decrease in income or termination of employment (PHK).
2. did not make any payments at all. This form of default occurs when the customer experiences total business failure, severe layoffs, or severe economic conditions. Based on information from Aris Sukam, Collection Staff of BTN Syariah Jambi, in 2024, there will be 3 customers who will not meet their achievements at all due to deteriorating economic conditions, exacerbated by the sloping soil conditions in Kedaton Housing and inadequate road access.

3. violation of contract clauses, especially in the form of renting subsidized houses to other parties. In the BTN Syariah Subsidized Mortgage agreement, customers are prohibited from renting, contracting, selling, or transferring the ownership of subsidized houses before meeting the specified conditions. A case was found in Kedaton Housing where customers rented out subsidized mortgage houses to other parties, even though the house was still in the installment period and should have been inhabited by themselves. One of the cases that occurred involved a customer named Lilis Lestari, who committed a default due to her husband's condition of not having a permanent job and unstable household conditions.

According to A. Qirom Syamsudin Meliala, default can be in the form of: (1) not fulfilling achievements at all; (2) meeting the achievements but not on time; or (3) meeting the performance but it is inappropriate or erroneous. The three forms of default were all found in this study. Ahmad Miru (2015, 2015) added that default can also be in the form of doing something that is prohibited in the agreement to be done, which, in the context of this study, is in the form of renting subsidized houses (Dicky, 2023).

Legally, Article 1238 of the Civil Code regulates the determination of debtors for breach of promise (default), which must go through several stages, such as summons and statement of breach of promise. In practice, banks often face situations where customers have clearly defaulted, but formal procedures must still be implemented for the sake of legal certainty and protection of both parties.

Factors Causing Customer Default

Default is caused by two main groups of factors, namely internal factors and external factors. Internal factors come from the debtor himself, while external factors come from conditions beyond the debtor's control. Based on the results of research in the field, several factors were found to cause default in Kedaton Muaro Jambi Housing:

1. unstable economic conditions of customers. Most of the subsidized housing customers in Kedaton Housing are low-income people who are vulnerable to economic shocks. Decreased income due to layoffs, bankrupt businesses, or reduced trade turnover is the most dominant cause. Based on Dody Gunawan's Accounting Reporting of BTN Syariah Jambi, one of the customers who defaulted was due to her husband's economic decline, accompanied by a domestic dispute, so that the ability to pay installments was severely disrupted.
2. Lack of understanding of the customer's content of the contract. Many customers do not understand in depth the clauses in the mortgage contract, including the prohibition of renting or transferring subsidized houses. This is exacerbated by the limited Islamic financial literacy among the public. Muhammad Sholahuddin (2004, 2004) highlighted that in Islamic banking transactions, many actors are more focused on the potential for material gains rather than understanding the halal-haram aspects and the provisions of the binding contract.

3. physical condition of unsuitable housing. The condition of Kedaton Sungai Duren Housing has physical obstacles in the form of sloping soil structures and dirty road access, as well as cloudy water quality problems. This condition results in many housing units being vacant and unlivable, so customers are reluctant to occupy them and tend to rent or even abandon their payment obligations.
4. weak bank supervision after credit disbursement. Bank BTN Syariah has limitations in conducting periodic supervision of customer compliance with contract clauses, especially the obligation to live in subsidized houses themselves. This condition opens a gap for customers to commit violations without knowing from an early age, so that handling is only carried out after the problem develops further.

Default Settlement Mechanism by Bank BTN Syariah Jambi

Based on the results of an interview with Yanda Maulana as Operation Head of BTN Syariah Jambi, the default settlement mechanism applied refers to the provisions of Article 1276 of the Civil Code and Sharia principles. Several stages are carried out sequentially:

Yes	Completion Stages	Remarks
1	Letter of Reprimand (SP-1, SP-2, SP-3)	Gradual warning letters. SP-1 downgraded the credit status from a special credit to less favorable. One week grace period per letter.
2	Survey and Negotiation	After three months of arrears, the bank conducted a field investigation and contacted the customer for negotiations.
3	Deliberation (Non-Litigation)	Settlement through mutual agreement in accordance with Article 6 of Law No. 30 of 1999 concerning Arbitration and Dispute Resolution.
4	Mediation	Involve a third party as a mediator to help both parties find a mutually agreed solution.
5	Financing Restructuring	Rescheduling, Reconditioning, Restructuring (restructuring of the financing structure).
6	Marking Assurance Objects	The bank gives a mark/certificate on the collateral object as an official warning.
7	Confiscation of Bails	Done when the customer ignores all warning letters and does not show good faith.
8	Execution / Auction of Guarantee	The last path: filing a lawsuit with the court by attaching a deed of dependency rights and confiscation documents.

Table 1.
Default Settlement Mechanism of Bank BTN Syariah Jambi

The mechanism is gradual and sequential, where banks always prioritize a persuasive approach before taking legal action. Financing restructuring includes three main methods: (1) rescheduling, which is rescheduling installment payments according to the customer's ability; (2) reconditioning, which is a change in financing requirements, such as principal deferral; and (3) restructuring, which is a fundamental change in the financing structure. If the customer shows good faith, the bank prefers the restructuring option to the legal route.

The confiscation stage is carried out in accordance with the provisions of Article 1338 paragraph (3) of the Civil Code, which states that every agreement must be carried out in good faith. The confiscation of the house due to default has been regulated in the initial agreement between the customer and BTN Syariah, so the customer should already know the legal consequences. If foreclosure is carried out, the bank acquires the right to resell the property through auction, but the customer still has the right to the house for a certain period of time during the marketing process.

Settlement through legal channels (litigation) is a last resort. Banks can file a default lawsuit with the court by attaching a mortgage deed as well as a collateral forfeiture document. The court will then summon both parties and mediate; If mediation fails, the process continues to the evidentiary stage until the judge's decision. Based on Aris Sukam's statement, the impact of default on banks is not only financial but can also affect the bank's reputation in the banking world as a whole.

Review of Sharia Economic Law on Defaults and Their Settlement

Islam strongly emphasizes the importance of keeping promises for everyone who has made agreements with others. In Islamic law, an agreement is called an "akad," which comes from the word al-'aqdu, meaning a bond between two things that gives birth to legal consequences on their object. The agreement reflects the honest, just, and sincere character of the Muslims, as mentioned in the Word of Allah, QS. Al-Maidah:1: "O you who believe! Keep your promises!" This verse affirms that the fulfillment of promises (al-wafa bil'uqud) is an absolute obligation for every Muslim.

In the context of the murabahah contract that underlies BTN Syariah mortgage financing, each party is required to meet the conditions that have been agreed upon. Murabahah is the buying and selling of goods by notifying the purchase price plus the mutually agreed profit margin, as stipulated in DSN-MUI Fatwa Number 06/DSN-MUI/IV/2000 (DSN, 2000). This contract requires the customer to pay installments on time and use the house according to its designation, so that violation of the clause is a form of default that is prohibited in Islam.

Default in Islam is closely related to the concepts of betrayal (treachery) and lying (kidzb). QS. An-Nahl:105 affirms: "Indeed, those who fabricate lies are only those who do not believe in the Signs of Allah, and they are liars." Allah SWT also explains that lying and breaking promises can eliminate trust and cause chaos. According to several scholars, denying an agreement is a form of nifaq of deeds (hypocrisy in action) that does not abort faith, but still contains reprehensible qualities that are contrary to Islamic values.

In the event of a violation of the contract, Islamic law allows the provision of sanctions (ta'zir) in the form of compensation for losses. Bank BTN Syariah Jambi applies three types of sharia sanctions: (1) dhaman (compensation) as compensation for losses due to customer negligence; (2) ta'zir (moral penalty) as a deterrent effect whose funds should not be a bank profit but for social interests; and (3) tawidh (replacement fee) in the form of reimbursement of real costs incurred due to customer negligence. Sanctions are only imposed on customers who are able but deliberately negligent. If the default is due to force majeure or real economic incapacity, the bank is not allowed to sanction, in accordance with the principle of justice (al-'adalah) in Islam.

Islam advocates deliberation as the main way to resolve disputes, as QS. Ali Imran:159: "... and counsel with them in the matter. Then, when you have made up your mind, trust in Allah SWT." This principle is in line with the spirit of non-litigation dispute resolution that BTN Syariah Jambi prioritizes, where deliberation and mediation take precedence before the court route. QS. An-Nisa:114 also affirms the value of peace: "There is no goodness in most of their whispers, except from those who command to give alms, or to do ma'ruf, or to make peace among men." A peaceful settlement results in a fairer decision because the parties themselves determine the agreement.

Based on the above analysis, the default settlement applied by Bank BTN Syariah Jambi in general is in accordance with the principles of sharia economic law, namely: (1) justice (al-'is) by not imposing sanctions on customers who cannot afford it; (2) transparency (al-shafa wa al-wuduh) with clear stage procedures; (3) mutual pleasure (al-taradhi) through deliberation and mediation; and (4) not to overburden (la darar wa la dirar) by prioritizing restructuring before execution.

Conclusion

Based on the results of the research and the discussion that have been described, two main conclusions can be drawn. First, the settlement of customer defaults by Bank BTN Syariah Jambi is carried out through gradual stages and prioritizes a persuasive approach, namely: sending a gradual warning letter (SP-1, SP-2, SP-3), direct negotiations with customers, deliberation to reach a mutual agreement, restructuring financing in the form of rescheduling, reconditioning, or restructuring, marking and confiscation of the object of collateral, and settlement through the courts as an effort Finally. This mechanism is in accordance with Article 1276 of the Civil Code and applicable banking regulations.

Second, a review of Sharia economic law on customer defaults shows that the act of breaking promises committed by customers is contrary to Islamic principles, which require the fulfillment of contracts (al-wafa bil'uqud), honesty, and trust. Bank BTN Syariah Jambi, in its handling, has prioritized the principles of deliberation and peace as taught in QS. An-Nisa:114 and QS. Ali Imran:159, and apply sharia sanctions (dhaman, ta'zir, tawidh) proportionately according to the customer's conditions. Overall, the default settlement mechanism implemented by Bank BTN Syariah Jambi has reflected the values of justice, transparency, and a balance between the interests of the bank and customer protection, in accordance with the spirit of Islamic economic law.

This study recommends: (1) Bank BTN Syariah needs to improve post-disbursement supervision of loans so that violations of contract clauses can be detected early; (2) Customers need to receive more intensive education on the obligations and rights in the Sharia mortgage contract; and (3) The government needs to improve the physical quality of subsidized housing so that customers can live in houses according to their designation and reduce the risk of default.

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