

**THE APPLICATION OF THE SIMPLIFIED LITIGATION
MECHANISM IN DISPUTES OVER BREACH OF A MURABAHAH
CONTRACT: A STUDY OF THE MAGETAN RELIGIOUS COURT
DECISION NO. 15/PDT.GS/2024/PA.MGT**

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Abstract

The application of the simplified litigation mechanism in Islamic economic disputes is a crucial issue that tests the balance between procedural efficiency and adherence to Sharia principles. The Indonesian judiciary strives to achieve a judicial system that is simple, swift, and cost-effective, which is realized through the simplified litigation mechanism. However, Islamic economic disputes require unique legal considerations, namely the integration of positive law (PERMA) with Islamic Sharia values. This study aims to analyze the implementation, evidentiary process, and judicial reasoning in the Magetan Sharia Court Decision No. 15/Pdt.GS/2024/PA.MGT. The research design employed was a normative legal study using a single-case study approach. Data were collected through a review of primary court decisions and analyzed qualitatively and normatively using legal interpretation. The findings indicate that the GS mechanism is effectively applied in murabahah disputes, where the evidentiary process is simple and expeditious. The judge's reasoning demonstrates a balance between positive law and the principle of al-wafa bil 'uqud, and even rejects claims for damages deemed excessive. In conclusion, this ruling serves as an important precedent demonstrating that religious courts can function as an efficient dispute resolution forum that upholds Sharia integrity, and it is recommended for further comparative study regarding various other types of Sharia contracts..

Keywords: Small Claims; Breach of Contract Disputes; Case Law Analysis; The Principle of al-wafa bil 'uqud; Murabahah

Abstrak

Penerapan mekanisme gugatan sederhana dalam sengketa ekonomi syariah merupakan isu krusial yang menguji keseimbangan antara efisiensi prosedural dan kepatuhan prinsip syariah. Peradilan di Indonesia berupaya mewujudkan peradilan yang sederhana, cepat, dan berbiaya ringan, yang diwujudkan melalui mekanisme gugatan sederhana. Namun, sengketa ekonomi syariah menuntut pertimbangan hukum yang unik, yaitu integrasi hukum positif (PERMA) dengan nilai-nilai syariah Islam. Penelitian ini bertujuan menganalisis implementasi, proses pembuktian, dan pertimbangan hukum hakim dalam Putusan PA Magetan Nomor 15/Pdt.GS/2024/PA.MGT. Desain penelitian yang digunakan adalah penelitian hukum

normatif dengan pendekatan studi kasus putusan tunggal. Data dikumpulkan melalui studi dokumen putusan primer dan dianalisis secara kualitatif-normatif menggunakan interpretasi hukum. Hasil temuan menunjukkan mekanisme GS efektif diterapkan dalam sengketa murabahah, di mana proses pembuktiannya sederhana dan cepat. Pertimbangan hakim menunjukkan adanya keseimbangan antara hukum positif dan prinsip al-wafa bil 'uqud, bahkan menolak tuntutan ganti rugi yang dinilai berlebihan. Kesimpulannya, putusan ini menjadi preseden penting yang membuktikan peradilan agama mampu menjadi forum penyelesaian sengketa yang efisien dan berintegritas syariah, serta direkomendasikan untuk studi komparatif lebih lanjut pada berbagai jenis akad syariah lainnya.

Kata Kunci: Gugatan Sederhana; Sengketa Wanprestasi; Studi Putusan; Prinsip al-wafa bil 'uqud; Murabahah

1. PENDAHULUAN

The judicial system in Indonesia is continuously striving to uphold the principles of simplicity, speed, and affordability, as mandated by the Law on Judicial Power.¹ The key innovation for achieving this goal is the small claims court mechanism established under PERMA No. 4 of 2019, which enables the more efficient resolution of civil disputes involving claims up to a certain value.² In practice, although this mechanism is widely used in general civil disputes, its application in Islamic economic cases is still relatively new and warrants further study. Islamic economic cases are unique in that they must comply with both statutory law and the principles of Islamic Sharia, which require judges to consider not only formal aspects but also the substance of the contract in accordance with Islamic law.³ The actual case of Magetan

¹ Indriati Amarini et al., "Digital transformation: creating an effective and efficient court in Indonesia," *Legality: Jurnal Ilmiah Hukum* 31, no. 2 (7 September 2023): 266–84, <https://doi.org/10.22219/ljih.v31i2.28013>; Dedi Putra, "A MODERN JUDICIAL SYSTEM IN INDONESIA: LEGAL BREAKTHROUGH OF E-COURT AND E-LEGAL PROCEEDING," *Jurnal Hukum dan Peradilan* 9, no. 2 (30 Juli 2020): 275, <https://doi.org/10.25216/jhp.9.2.2020.275-297>; Nurman Siddiq dan Rudhiana Salam, "Enhancing Legal Certainty through Legal Reform in Indonesia: Problems and Efforts to Strengthen Legal Institutions," *Strata Law Review* 3, no. 1 (31 Maret 2025): 1–14, <https://doi.org/10.59631/slr.v3i1.62>.

² Benjamin L. Liebman et al., "Mass Digitization of Chinese Court Decisions," *Journal of Law and Courts* 8, no. 2 (21 Oktober 2020): 177–201, <https://doi.org/10.1086/709916>.

³ Ridwan Pratama, "COMPARATIVE ANALYSIS OF SIMPLE LAWSUITS AND ORDINARY CIVIL LAWSUITS," *Indonesia Private Law Review* 4, no. 2 (5 Juli 2023): 61–74,

Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt, which adjudicated a dispute over breach of contract in a murabahah agreement using this mechanism, serves as a crucial social reality that tests the effectiveness and suitability of modern civil procedures within the context of Sharia law.

In the legal literature, small claims proceedings have been recognized as a suitable means for resolving civil disputes involving limited amounts, supporting a judicial process that is swift, simple, and cost-effective.⁴ However, the application of this mechanism in Islamic economic disputes poses academic challenges, as judges are required not only to consider aspects of civil procedure law but also to ensure that rulings remain grounded in Sharia principles such as *al-wafa bil 'uqud* (the obligation to fulfill contracts). Disputes over murabahah contracts, which are the subject of this study, also frequently arise due to differing interpretations regarding the obligations of each party.⁵ Therefore, this study offers a novel perspective by focusing on an in-depth analysis of the Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt. This focus provides a concrete picture of how the religious courts interpret and adapt the simplified litigation procedure to

<https://doi.org/10.25041/ipr.v4i2.2981>; Bambang Sugeng dan Zahry Vandawati Ch., "The Problematics of Simple Lawsuit Implementation To Reduce Civil Cases In Supreme Court," *AL-HUKAMA'* 10, no. 1 (29 Desember 2020): 171-94, <https://doi.org/10.15642/alhukama.2020.10.1.171-194>.

⁴ Matthew Marcellino Gunawan dan M Yazid Fathoni, "The establishment of simple lawsuit rules in business disputes in Indonesia: an challenge to achieve fair legal certainty," *Journal of Law, Environmental and Justice* 1, no. 1 (27 November 2023): 19-35, <https://doi.org/10.62264/jlej.v1i1.1>; M. Beni Kurniawan, "IMPLEMENTATION OF ELECTRONIC TRIAL (E-LITIGATION) ON THE CIVIL CASES IN INDONESIA COURT AS A LEGAL RENEWAL OF CIVIL PROCEDURAL LAW," *Jurnal Hukum dan Peradilan* 9, no. 1 (3 April 2020): 43, <https://doi.org/10.25216/jhp.9.1.2020.43-70>.

⁵ Rezki Akbar Norrahman dan Mariani Mariani, "Murabaha Contract Dispute Resolution Procedure," *Sharia Oikonomia Law Journal* 1, no. 4 (31 Desember 2023): 241-54, <https://doi.org/10.55849/solj.v1i4.584>; Umihani Umihani dan Hesti Kamariah, "of Sharia Economic Disputes: A Case Study on Default in Murabahah Contracts," *International Journal of Islamic Finance* 2, no. 2 (11 Desember 2024): 74-86, <https://doi.org/10.14421/ijif.v2i2.2322>; Abdulloh Abdulloh, Khairul Fadli Rambe, dan Mulia Darma, "Regulatory Reform in The Era of Digital Constitutionalism," *Jurnal Hukum dan Peradilan* 15, no. 1 (2026): 59-80, <https://doi.org/https://doi.org/10.25216/jhp.15.1.2026.59-80>.

the characteristics of sharia economic disputes, a study that integrates aspects of procedural efficiency with sharia values.

To understand the position of this mechanism within Indonesia's legal framework, it is necessary to establish that the small claims court is, conceptually, a civil procedure mechanism designed to provide the public with more efficient access to justice in the resolution of civil disputes involving relatively small claim amounts, without having to go through lengthy and complex court proceedings.⁶ Its primary legal basis originated with PERMA No. 2 of 2015, subsequently amended by PERMA No. 4 of 2019, setting a claim threshold of under Rp500 million, requiring parties to appear in person without legal representation, and mandating resolution within a strict timeframe. While the process is simplified, evidentiary standards must nevertheless be maintained to ensure that judgments carry strong legal legitimacy. In the context of Islamic economic disputes such as the breach of a murabahah contract examined in this study, these procedural requirements must be assessed not only for their formal compliance but also for the extent to which the resulting judgment reflects the values of justice, public interest, and legal certainty in accordance with Sharia principles—particularly *al-wafa bil 'uqud*.⁷

The distinctive legal landscape that the small claims mechanism must navigate in these cases arises from the dual nature of Islamic economic disputes themselves. Such disputes—arising from contracts including murabahah (sale with a markup), mudharabah (profit-sharing), and musyarakah (partnership)—are simultaneously subject to statutory law and

⁶ Sajedeh Salehi dan Marco Giacalone, “Small Claims and the Pursuit of (Digital) Justice: A Tiered Online Dispute Resolution Perspective,” *Revista Ítalo-española de Derecho procesal*, no. 1 (29 Juni 2022): 181–213, <https://doi.org/10.37417/rivitsproc/859>.

⁷ Iskandar Agus Pradana Putra, “Penyelesaian Gugatan Sederhana (Small Claim Court) Guna Mewujudkan Asas Peradilan Sederhana, Cepat dan Berbiaya Ringan di Era Globalisasi,” *Jurnal Tana Mana* 4, no. 1 (15 Agustus 2023): 320–34, <https://doi.org/https://doi.org/10.33648/jtm.v4i1.239>.

bound by the principles of Islamic law.⁸ The core of contention typically concerns breach of contract, whether through delayed delivery of goods, price discrepancies, or failure to meet installment payment obligations, all of which carry both legal and Sharia-based consequences.⁹ In Indonesia, the resolution of these disputes falls under the jurisdiction of the Religious Courts, which bear the unique institutional responsibility of balancing legal certainty with substantive justice rooted in Sharia values. The central analytical tension in this study — how procedural efficiency can coexist with Sharia-grounded substantive justice — originates precisely in this dual obligation.

To examine how this tension is resolved in actual judicial practice, this study takes a court decision as its primary source of analysis. The study of court decisions in normative legal research functions not merely as a record of legal facts, but as an authentic expression of how legal norms and principles are applied in real contexts.¹⁰ The Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt is selected as the analytical unit because it concretely illustrates how a religious court interprets and adapts the small claims procedure to the specific characteristics of a Sharia economic dispute — a context that remains understudied. The key analytical dimensions extracted from this decision include: the legal procedures employed under PERMA No. 4 of 2019, the legal relationship between the customer as plaintiff and the Islamic financial institution as defendant, the

⁸ Amran Suadi, “Judicial Authority and the Role of the Religious Courts in the Settlement of Sharia Economic Disputes,” *Lex Publica* 7, no. 2 (30 Juli 2020): 1–14, <https://doi.org/10.58829/lp.7.2.2020.1-14>; Gunawan Widjaja, “Dispute Resolution in Islamic Economic Transactions: The Role and Function of Sharia Arbitration,” *Journal of Islamic Economic Laws* 8, no. 01 (4 Februari 2025): 60–78, <https://doi.org/10.23917/jisel.v8i01.6340>.

⁹ Istianah Zainal Asyiqin, M. Fabian Akbar, dan Muhammad Daffa Auliarizky Onielda, “The Principle of Self-Submission in Sharia Economic Dispute Resolution: A Critical Examination through Friedman’s Legal System Theory,” *Jambura Law Review* 7, no. 2 (12 Juli 2025), <https://doi.org/10.33756/jlr.v7i2.27075>.

¹⁰ Jeb Barnes dan Thomas F. Burke, “Untangling the Concept of Adversarial Legalism,” *Annual Review of Law and Social Science* 16, no. 1 (13 Oktober 2020): 473–87, <https://doi.org/10.1146/annurev-lawsocsci-041620-083410>.

subject matter of breach of contract in a *murabahah* agreement, the evidentiary instruments admitted (including the financing agreement, transfer records, and witness testimony), the judge's legal reasoning integrating both positive law and the principle of *al-wafa bil 'uqud*, and a judgment outcome that partially granted the claim while rejecting damages deemed inconsistent with Sharia principles. Together, these dimensions allow the study to assess the extent to which simplified litigation and Sharia-grounded adjudication can be institutionally reconciled.

Drawing on this conceptual framework—which connects the mechanism of small claims litigation, the dual-natured character of Islamic economic disputes, and the analytical function of judicial decision studies—this study formulates four research questions: (1) What are the facts and subject matter of the sharia economic dispute in the decision? (2) What mechanisms and forms of evidence were used in the examination of the small claims case at the Magetan Religious Court? (3) What were the judges' legal considerations in adjudicating the small claims case related to the sharia economic dispute? (4) What is the ruling and its implications for the application of small claims procedures within the religious court system?

The main argument of this study is that the simplified lawsuit mechanism can be effectively applied and possesses strong legal legitimacy in Islamic economic disputes, provided that judges are able to balance procedural efficiency with substantive justice grounded in Sharia principles. This ruling by the Magetan Religious Court serves as evidence that the religious judiciary is capable of integrating the PERMA provisions on simplified lawsuits with Sharia principles. The academic contribution of this study lies in establishing an important precedent for religious courts in balancing legal certainty and Sharia principles when handling Islamic economic disputes through streamlined procedures, while simultaneously

enriching the study of civil procedural law in religious courts and providing legal certainty for the public engaging in Sharia-based transactions.

2. METODE PENELITIAN

The unit of analysis in this study is the official document of the Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt, which pertains to a breach of contract dispute regarding a *murabahah* financing agreement resolved through the simplified lawsuit mechanism. This unit of analysis covers the entire judgment, ranging from the facts of the case, the subject matter, the parties' statements, the evidence submitted, the judge's legal considerations, to the judgment's disposition. The analysis focuses on how the elements of a simplified lawsuit are fulfilled, how procedural law is applied, and how Sharia principles are integrated into the framework of the judge's considerations.¹¹

The data sources in this study are classified into primary and secondary data. The primary data consists of the Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt itself, which is the main subject and the most important data for analysis. Secondary data consists of relevant legal materials, including primary legal materials (Supreme Court Regulation/PERMA No. 4 of 2019 on Simple Lawsuits, the Law on Judicial Power, and the Compilation of Sharia Economic Law), secondary legal materials (journals, books, and previous research discussing simple lawsuits and sharia economic disputes), as well as tertiary legal materials (legal dictionaries and encyclopedias).

¹¹ Hamdan Arifin et al., "Efektivitas Mediasi Dalam Penyelesaian Sengketa Perceraian di Pengadilan Agama: Perspektif Hukum Keluarga Islam (Studi Kasus di Kota Metro)," *Bulletin of Islamic Law* 2, no. 1 (24 Mei 2025): 43–54, <https://doi.org/10.51278/bil.v2i1.1814>; Denny Denny et al., "Penyelesaian Sengketa Merek di Indonesia: Studi Putusan," *SAPIENTIA ET VIRTUS* 7, no. 2 (2 November 2022): 148–63, <https://doi.org/10.37477/sev.v7i2.377>.

The data collection technique used is a document review. This technique involves collecting, identifying, and carefully analyzing all relevant legal documents, particularly the Decision of the Magetan Religious Court No. 15/Pdt.GS/2024/PA.Mgt. In addition, this technique involves the collection and review of laws and regulations as well as legal literature (secondary and tertiary legal materials) related to the application of simple lawsuits and disputes over breach of contract in *murabahah* agreements. This documentation method is particularly suitable for normative legal research, where written documents constitute an essential source of data.

The data analysis employed was a qualitative-normative analysis using a legal interpretation approach. The analysis was conducted by presenting the data descriptively, followed by a legal interpretation of the norms contained in the court decisions and relevant laws and regulations.¹² The stages of analysis include: (1) Identification of Legal Issues (regarding the application of GS in *murabahah* disputes), (2) Review of Legal Standards (comparing judicial practices with PERMA and Sharia principles), and (3) Legal Argumentation (evaluating and drawing conclusions regarding the consistency and implications of the ruling). Thus, this analysis aims to identify the legal precedent and scientific contribution of the ruling in strengthening the Sharia economic justice system.

¹² Huswatun Hasanah, "Analisis Kritis terhadap Kekuasaan Kehakiman: Implikasi Yurisprudensi dalam Reformasi Peradilan," YUDHISTIRA: Jurnal Yurisprudensi, Hukum dan Peradilan 1, no. 4 (29 Desember 2023): 43-50, <https://doi.org/10.59966/yudhistira.v1i4.1682>.

3. PEMBAHASAN

3.1. The Procedural Effectiveness of Summary Proceedings and the Dynamics of Evidence in Disputes Over Breach of Contract in Murabahah Agreements

The findings indicate that the Decision of the Magetan Religious Court No. 15/Pdt.GS/2024/PA.Mgt constitutes a sharia economic dispute that meets the elements of the simplified lawsuit mechanism. *First*, the criteria for meeting the requirements of a Simple Lawsuit include a claim value below the nominal threshold Rp500 million, the parties appearing without legal representation, and the case falling under the category of sharia economic disputes. The case stems from a legal relationship between a customer (Plaintiff) and a sharia financial institution (Defendant) through a *murabahah* financing agreement. The central issue in this case is a breach of contract or failure to fulfill the *murabahah* agreement. The Plaintiff claims that the Defendant has failed to fulfill its obligations, while the Defendant denies these allegations and counters that it is actually the Plaintiff who has failed to make installment payments according to the schedule.

Second, the evidentiary process followed by the single-judge panel is simple and expedited, without the convoluted procedures typical of ordinary civil cases. The primary evidence submitted during the trial included the *murabahah* contract, proof of installment transfers/payments, warning letters, and the parties' identification documents. The Defendant, a sharia financial institution, submitted evidence in the form of the bank's internal payment records showing delays on the Plaintiff's part—an administrative record that often serves as a key tool in court proceedings. In addition to written evidence, the Plaintiff also called witnesses whose testimony was considered by the judge as supplementary information to clarify the facts of

the case, although the use of witnesses is typically limited in Simplified Proceedings to expedite the process.

Third, in his legal reasoning, the judge first affirmed the validity of the *murabahah* contract entered into between the two parties under Islamic law and statutory law, as the contract met the requirements for a valid agreement. The judge then determined that this case met the elements of a Small Claims Case as stipulated in PERMA No. 4 of 2019. After comparing the Plaintiff's payment evidence with the Defendant's internal records, the judge found discrepancies indicating that the Plaintiff had not fully fulfilled its obligations according to the schedule, so that the breach of contract should more appropriately be attributed to the Plaintiff. Most importantly, the judge explicitly linked his decision to the principle of Islamic law (*al-wafa bil 'uqud*) (the obligation to fulfill agreements) as affirmed in the Qur'an, Surah Al-Maidah, verse 1, demonstrating a commitment to upholding Sharia values in civil procedural law.

Fourth, the Magetan Religious Court's ruling in Case No. 15/Pdt.GS/2024/PA.Mgt ultimately granted the Plaintiff's claim in part. The judge ruled that the Plaintiff was proven to have breached the contract by failing to fulfill the payment obligations as stipulated in the agreement, and therefore ordered the Plaintiff to settle the payment obligations to the Defendant. However, the judge rejected the Plaintiff's claim for damages as it was deemed excessive and inconsistent with Sharia principles. This ruling is noteworthy as it demonstrates that the Simplified Lawsuit mechanism can be effectively applied in Sharia economic cases without disregarding the principles of substantive justice and Sharia values. To assist readers, the author has summarized these findings, which can be viewed in the figure below.



Source: The author's interpretation (2026)

Fig 1. Elements of a simple lawsuit

3.2. The Integration of Positive Law and the Principle of Al-Wafa Bil 'Uqud in Judicial Rulings: A Precedent for Religious Courts

This study provides a detailed analysis of the three main dimensions of the Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt as a case study of the application of the simplified lawsuit (GS) mechanism in sharia economic disputes. In general, this discussion highlights the effectiveness of the GS mechanism in realizing the principles of simple, swift, and low-cost adjudication, as evidenced by the successful resolution of a limited-value *murabahah* dispute through a streamlined evidentiary process. Furthermore, this discussion examines the core legal issue regarding the determination of the party in breach of contract, a crucial process that requires the sole judge to carefully compare the written evidence between the customer and the financial institution. Finally, the analysis focuses on the judge's legal reasoning, which demonstrates a deliberate balance between positive law (the PERMA on GS) and Sharia principles (*al-wafa bil 'uqud*), a commitment that

strengthens the integrity of the religious court as a fair and Sharia-based dispute resolution forum.

The application of the simplified lawsuit procedure in this *murabahah* dispute confirms that this mechanism is a relevant procedural innovation for sharia economic disputes involving limited amounts.¹³ This is because the primary objective of a simplified lawsuit is to realize the principles of simple, swift, and low-cost justice, as mandated by Article 2(4) of Law No. 48 of 2009 on Judicial Power. Success is achieved through an uncomplicated evidentiary process, which enables judges to resolve cases in a short period of time. Evidence of this application is the Decision of the Magetan Religious Court No. 15/Pdt.GS/2024/PA.Mgt, which meets the requirements for a Simple Lawsuit, namely a claim value of less than Rp500 million, the parties appearing without legal counsel, and the case type falling under sharia economic disputes. In this decision, the panel of judges followed a simplified evidentiary process, with the primary evidence consisting of a financing agreement, transfer records, and a warning letter. Furthermore, in their deliberations, the judges determined that this case met the elements of a simplified lawsuit as stipulated in PERMA No. 4 of 2019. Thus, this decision demonstrates that the Simplified Lawsuit mechanism is effectively applied in sharia economic disputes to provide more efficient access to justice for the public.

The primary legal issue in this case is determining which party actually breached the *murabahah* contract. This is at the heart of the dispute because the Defendant (the Islamic financial institution) emphasizes the Plaintiff's (the customer's) failure to make installment payments, which directly contradicts

¹³ Dwi Marlina Wijayanti dan A Hashfi Luthfi, "Procedural Efficiency vs Legal Certainty in Islamic Finance Disputes: A *Maṣlaḥah* and *Saddu Al-Ẓarī'ah* Analysis," *Az-Zarqa: Jurnal Hukum Bisnis Islam* 17, no. 1 (30 Juni 2025): 62–80, <https://doi.org/10.14421/az-zarqa.v17.i1.4489>.

the Plaintiff's initial claim.¹⁴ This determination is crucial because it will affect who is legally liable and is consistent with the principle of contractual obligation (*al-wafa bil 'uqud*) in Sharia law. The evidentiary process conducted by a single judge is a decisive stage in establishing the material truth.¹⁵

The evidence examined included the *murabahah* contract and proof of installment payments from the customer. The judge then compared this evidence with the bank's internal payment records submitted by the Defendant. Although the simplified litigation process limits the use of witnesses to expedite the trial, the judge still considered relevant witness testimony to clarify the facts of the case and the factual picture of the contract's execution. Thus, this meticulous and comprehensive evidentiary process serves as a vital foundation for the judge to render a fair decision.

The judge's legal reasoning demonstrates a deliberate balance between positive law and Sharia principles. This balance is important because Sharia economic disputes in Indonesia must be resolved not only based on the formal aspects of civil procedure law, but must also be consistent with the values of substantive justice in accordance with Islamic teachings.¹⁶ The judge's commitment to upholding the integrity of the Islamic economic system is the primary reason behind this balancing act. The judge demonstrated this by first affirming the validity of the *murabahah* contract—which forms the basis of the legal relationship—as being binding both in form and substance. Furthermore, the judge explicitly linked his decision to the Islamic principle of

¹⁴ Mardiaton Mardiaton, Mukhsin Nyak Umar, dan Nevi Hasnita, "Islamic Law Review of the Principle of Freedom of Contract in Murabahah Contracts," *Advances In Social Humanities Research* 2, no. 8 (25 Agustus 2024): 986–96, <https://doi.org/10.46799/adv.v2i3.200>.

¹⁵ Md Akther Uddin dan Abu Umar Faruq Ahmad, "Conventional futures: derivatives in Islamic law of contract," *International Journal of Law and Management* 62, no. 4 (4 Mei 2020): 315–37, <https://doi.org/10.1108/IJLMA-10-2017-0242>.

¹⁶ M Fahmi Reza, Fatimah Zahara, dan Khalid Khalid, "Judicial Considerations in Granting and Rejecting Child Madiyah Support Claims from a Progressive Legal Theory Perspective (A Normative Juridical Study of Decision No. 1172/Pdt.G/2018/PA.Smd. and Decision No. 41/Pdt.G/2014/PA Tkl.)," *Journal of Law, Politic and Humanities* 4, no. 6 (23 September 2024): 2314–25, <https://doi.org/10.38035/jlph.v4i6.733>.

al-wafa bil 'uqud (the obligation to fulfill agreements). Tangible evidence of this commitment is reinforced by the rejection of the plaintiff's claim for damages, which was deemed excessive and substantively inconsistent with Sharia principles. Thus, this ruling demonstrates that religious courts are capable of serving as an effective forum for dispute resolution while upholding Sharia values.

4. PENUTUP

4. 1. Kesimpulan

The main conclusion of this study is that the simplified litigation mechanism (PERMA No. 2 of 2015) can be effectively applied in the resolution of Islamic economic disputes, particularly in cases of breach of a murabahah contract, as exemplified by the Decision of the Magetan Religious Court No. 15/Pdt.GS/2024/PA.Mgt. Although the procedure is more concise and expedited, the judge successfully balanced legal certainty (by affirming the breach of contract and ordering the fulfillment of obligations) with substantive justice (by rejecting excessive claims for damages based on Sharia principles). The scholarly contribution of this finding is that it serves as an important precedent reinforcing the role of religious courts as an efficient, low-cost forum for dispute resolution that remains grounded in Sharia values, thereby strengthening the integrity of the Sharia economic system in Indonesia.

This study has limitations because it focuses on a single case study, namely the Magetan Religious Court Decision No. 15/Pdt.GS/2024/PA.Mgt; therefore, the findings regarding the application of simplified litigation in sharia economic disputes may not be broadly generalized to all types of sharia contracts or other religious court jurisdictions. Another limitation is the lack of detailed data regarding the mandatory mediation process preceding the ruling, which is actually an important part of the simplified lawsuit

mechanism, as well as the absence of an in-depth analysis of the ruling's impact on the litigating parties.

4. 2. Saran

Further research is recommended to conduct a comparative study on the application of simplified lawsuits to various other types of Sharia contracts (such as *ijarah* or *mudharabah*) in several different Religious Courts to examine the consistency of the interpretation and application of PERMA in the context of Sharia economic disputes. In addition, qualitative research should be conducted by interviewing single judges or religious court legal practitioners regarding the practical challenges faced in upholding Sharia principles amidst the time constraints and procedures dictated by the simplified lawsuit mechanism.

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Peraturan Perundang-Undangan

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