Masyrif : Jurnal Ekonomi, Bisnis dan Manajemen
Perbankan Syariah Universitas Al-Amien Prenduan
Vol. 07 No.1 pp. 29-49 2026

Analysis Implementation of a Joint Liability System in Business Capital Financing Services: A Fiqh Muamalah Perspective

Holilur Rahman[1], Nayla Agustin[2], Elni Rostiana[3]
Universitas Al-Amien Prenduan [1,2], International Islamic University Malaysia[3]
holafif@gmail.com[1], nayla.agustin203@gmail.com[2], elnirostiana@gmail.com[3]
* *https://ejournal.unia.ac.id/index.php/masyrif*

ARTICLE INFO

Keywords
Financing,
Joint Liability,
Muamalah Jurisprudence.

JEL Classification: G21, D81, K12

Article history
Received: 06 June 2026
Revised: 11 June 2026
Accepted: 28 June 2026
Available online: 30 June 2026

ABSTRACT

The high poverty rate in Indonesia has prompted the government to establish Sharia Microfinance Institutions (LKMS) to provide business capital financing. However, every financing is vulnerable to the risk of non-performing loans, which can affect the performance of the institution itself. To minimize this risk, LKMS such as BWM Alpen Barokah Mandiri implements a joint liability system. It is important for Sharia based LKMS to ensure that this system is implemented in accordance with Sharia principles, given that there are still practices that are not in line with these principles, such as the existence of usury and ambiguity in its implementation in several other BWM. This study uses a qualitative approach with a case study type. The results of this study indicate that the implementation of the joint liability system at BWM Alpen Barokah Mandiri is permanent; that is, this system is activated only when a customer defaults on a loan. In such situations, all HALMI members collectively and proportionally share the burden of the defaulted installments, thereby safeguarding the financing from risk. From the perspective of muamalah fiqh, joint liability is known as ta'awun. This implementation is considered to be in accordance with the basic principles of muamalah fiqh, namely mubah, based on mutual consent, mutual benefit, upholding justice, mutual assistance, and based on seeking benefits and rejecting harm.

Introduction

Rising poverty rates pose a national development challenge that requires a comprehensive response. Sumenep Regency, as one of the regions on Madura Island, recorded a relatively high poverty rate of 17.78 percent—or approximately 196,420 people—as of September 2024 (BPS, 2024).[1] Strategies for local economic recovery rely heavily on Micro, Small, and Medium Enterprises (MSMEs). However, a classic obstacle faced by MSMEs is limited access to capital from formal financial institutions. To address these obstacles, the government initiated the establishment of the Micro Waqf Bank (BWM) as a pesantren-based Sharia Microfinance Institution (LKMS) to serve low-income, inclusive communities.

To mitigate the risk of non-performing loans, the BWM implements a collective mechanism in the form of a joint liability system. Conceptually, this system relies on transparency, social bonds, and a shared commitment among group members to mutually bear the obligation of loan installments. In the discourse of Fiqh Muamalah, this mechanism of transferring or guaranteeing debt obligations is closely related to the kafalah (guarantee) contract. To comply with Sharia principles, such a transfer of contractual obligations must be based on the principles of voluntariness and justice, and must not cause harm (dharar) or coercion to other members.

Empirically, the effectiveness and compatibility of the joint liability system with Muamalah Fiqh remain a subject of debate in several scholarly publications. A study by Topani (2020) on BTPN Syariah shows that the implementation of joint and several liability often undergoes shifts in practice; customers' financial inability triggers the forced transfer of debt, which contradicts the initial agreement of the contract and the principle of mutual consent (an-taradhin).[2] A similar finding is presented in Maulana Ira's (2025) research, which highlights that the implementation of the kafalah (joint liability) contract at PNM Mekaar Syariah does not yet meet the requirements and pillars of Sharia. Imposing the role of the guarantor (kafil) on fellow members who are

[1] 'Badan Pusat Statistik, Persentase Penduduk Miskin (P0) Menurut Kabupaten/Kota (Persen), Di Akses Pada 2 Desember 2024 Di Https://Www.Bps.Go.Id.'

[2] Alan Yati Iip Nurul Topani, 'Penerapan Sistem Tanggung Renteng Pada Nasabah Dalam Perspektif Hukum Ekonomi Syariah (Studi Pada Btpn Cabang Lampung Tengah)', Iqtishad Sharia: Jurnal Hukum Ekonomi Syariah Dan Keuangan Islam, 1.2 (2023), pp. 55–67 (p. 67).

also in debt not only violates the fundamental principle of tabarru', but also triggers psychological burdens and social rifts among members.[3]

Although numerous studies have been conducted on joint liability systems in LKMS, the majority of the literature still focuses on formal commercial financial institutions (such as BTPN Syariah or general BMTs) and emphasizes financial performance alone. There remains a research gap regarding how the joint liability system is implemented at pesantren-based BWM, which possess a unique socio-religious structure. BWM Alpen Barokah Mandiri at the Al-Amien Prenduan Islamic Boarding School in Sumenep exhibits distinctive characteristics, where the cultural bonds between students and the community, along with pesantren values, function as social control variables. Therefore, this study is crucial to conduct an in-depth analysis of how the implementation of tanggung renteng in business capital financing at BWM Alpen Barokah Mandiri works, as well as to examine the alignment of its contractual obligation distribution with the principles of Fiqh Muamalah in a rational and objective manner.

Literature review and hypothesis development

Joint Liability System

The joint liability system was originally pioneered by a Bangladeshi professor named Muhammad Yunus, who founded the Grameen Bank with a joint liability financing model specifically designed for the poor and new microentrepreneurs who lacked business capital. One of the Grameen Bank's operational principles regarding the joint liability system is: "As an instrument of oversight and security in financing, the Grameen Bank implements joint liability rules within each group. This concept can resolve issues when a member defaults."[4]

Joint liability is the sharing of responsibility among a group applying for financing regarding debt repayment; if one member of the group is unable to pay their debt, the other members are obligated to cover the payment, provided that an agreement to this

[3] Ira Maulana, Skema Tanggung Renteng Pada Pembiayaan Permodalan Nasional Madani (Pnm) Mekar Syariah Menurut Perspektif Hukum Ekonomi Syariah, Andrew Law Center http://journal.andrewlawcenter.or.id/index.php/ALJ Volume 4 Nomor 2 - Desember 2025

[4] Fitriyah and Siti Nur Lathifatul, 'Pembiayaan Lembaga Keuangan Non Bank: Studi Kasus Di Koperasi Muamalah Syariah Tebuireng Diwek Jombang' (UINi Sunan Ampel Surabaya, 2016),

effect has been established in advance. Thus, the joint liability system can serve as a solution to address and minimize the risk of non-performing loans.

A Fiqh Muamalah Analytical Framework for Joint Liability Contracts

From the perspective of Sharia Economic Law, the practice of joint liability cannot be separated from the contractual framework of Fiqh Muamalah, particularly as it relates to contractual agreements (al-'aqd), guarantees (kafalah/dhaman), and mutual assistance (ta'awun). In order for the practices at the Alpen Barokah Mandiri Micro Waqf Bank (BWM) to be deemed valid and Sharia-compliant, the joint liability mechanism must be evaluated using the fundamental principles of Fiqh Muamalah according to Mohammad Daud Ali,[5] which serve as the following evaluative indicators:

a. The default rule in muamalah is that it is permissible (mubah): This serves as the basis for the permissibility of innovations in microfinance products as long as they do not conflict with Sharia. The evaluation focuses on the validity of the initial contractual agreement reached between the institution and the group.
b. Mutual Consent (An-Tarādhin): This principle is used to assess whether the debt guarantee contract (kafalah) within the joint liability system is entered into based on the parties' genuine consent, without any element of psychological coercion or social pressure from the group or the administrators.
c. Mutual Benefit: Evaluated to ensure that the collective mechanism provides the benefit of access to capital for MSMEs without unilaterally harming or burdening specific parties.
d. Upholding Justice (Al-'Adl): Serves as a crucial indicator for assessing the proportionality of members' payment obligations. Based on a critical review, the imposition of repayment responsibility (kafil) on fellow members who are similarly low-income and in debt must be carefully scrutinized so as not to violate the principle of justice and the requirement of tabarru' (charity), as highlighted in Maulana and Ira's findings regarding the risk of deviating contractual expectations.
e. Mutual Aid (Ta'āwun): Assessing whether the practice of collective responsibility in bearing the risks of problematic financing falls purely within

[5] Mohammad Daud Ali, *Hukum Islam: Pengantar Ilmu Hukum Dan Tata Hukum Islam Di Indonesia* (PT Raja Grafindo Persada, 1991), p. 119.

the framework of charitable giving (tabarru') that provides relief, rather than becoming a heavy burden that weighs down other members.

f. Seeking Benefit and Avoiding Harm (Dar'u al-Mafasid): Used to evaluate the actual impact of implementing joint liability in practice whether this system truly brings about public benefit (economic empowerment) or, conversely, causes harm in the form of excessive psychological strain and strained social relationships among customers.

Research Methods

This research employs a qualitative approach using a case study design. The primary focus of this study—which serves as the variable or research problem—is an analysis of the implementation of the joint liability system in business capital financing services from the perspective of fiqh al-muamalah. The research was conducted at the Alpen Barokah Mandiri Micro Waqf Bank (BWM), located at the Al-Amien Prenduan Islamic Boarding School, Dunglaok Village, Pragaan Subdistrict, Sumenep Regency, East Java.

This study utilized two types of data sources: first, primary data in the form of words and actions obtained directly from informants through observation, interviews, and documentation. The main subjects (informants) were the management and clients of BWM Alpen Barokah Mandiri. Second, secondary data was obtained from the literature, namely books, journals, articles, and documents related to the research problem.

The data collection procedures utilized observation, interviews, and documentation:

1. Observation: The researcher employed non-participatory observation, in which the researcher directly observed the research site and the weekly halaqah (HALMI) activities without directly participating in the activities.
2. Interviews: The researcher used semi-structured interviews to obtain opinions, responses, and verbal statements from informants.
3. Documentation: This includes historical records of the Alpen Barokah Mandiri BWM, customer data, and photographs of activities, which serve to supplement the observations and interviews.

The data analysis technique employed non-statistical analysis; data were analyzed from interview transcripts, field notes, and documents. The data analysis process followed the framework developed by Miles and Huberman, consisting of the stages of data reduction, data presentation, and drawing conclusions. To verify data validity, the researcher used the triangulation technique.

Research Result

1. Implementation of the Joint Liability System in Business Capital Financing Services at Alpen Barokah Mandiri Micro Wakaf Bank

Alpen Barokah Mandiri Micro Waqf Bank (BWM) operates in accordance with the principles set forth in No. 1 of 2013 on Sharia Microfinance Institutions, which defines a Microfinance Institution as a financial institution specifically established to promote business development and community empowerment—whether through loans or financing for micro-scale businesses provided to members and the community, the management of deposits, or the provision of business development consulting services that is not solely profit-driven.[6]

BWM Alpen Barokah Mandiri implements this approach by providing unsecured financing with no profit margin to the productive poor living near Islamic boarding schools. This reflects efforts to empower the community in accordance with the primary objective of Microfinance Institutions as stated in the law. Although BWM does not directly accept deposits (*non-deposit taking*), its financing model remains compliant with regulations, as it relies on funds from the National Zakat Management Agency (LAZNAS)—such as zakat, waqf, and grants—collected from individual and institutional donations, which LAZNAS then channels to BWM so that the benefits can be redistributed to those who are entitled to them.

Capital financing disbursements by BWM Alpen Barokah Mandiri are limited to residents living near the Islamic boarding school or within the same subdistrict as the BWM/boarding school—whether they already own a

[6] Otoritas Jasa Keuangan, 'UU No 1 Th 2013 Ttg Lembaga Keuangan Mikro.', in Otoritas Jasa Keuangan, 2013, p. 2 <https://www.ojk.go.id.>.

business or intend to start one. This also applies to residents outside the subdistrict who own a business located within the same subdistrict as BWM Alpen Barokah Mandiri. The amount of financing provided ranges from 1 million rupiah to 3 million rupiah. These requirements are in accordance with the standard operating procedures (SOP) for capital financing at BWM Alpen Barokah Mandiri.[7]

In providing financing to clients, BWM Alpen Barokah Mandiri follows several stages, including an outreach phase, identification, feasibility assessment, Mandatory Pre-Group Training (PWK), Mandatory Group Training (PWK), the formation of the Community Business Group Around Indonesian Islamic Boarding Schools (KUMPI), and concludes with the implementation of the Weekly Halaqah (HALMI). HALMI is a mandatory weekly meeting attended by HALMI group members, consisting of a minimum of 2 KUMPI and a maximum of 5 KUMPI, with each KUMPI comprising 5 people. Activities conducted during HALMI include the disbursement of financing, joint religious study sessions, knowledge-sharing sessions, and installment payments.

These stages are in accordance with Article 3 (1) of OJK Regulation No. 62/PJOK.05/2015, which stipulates that the disbursement of financing by Micro Waqf Banks to the public may only be carried out after undergoing an analysis or feasibility assessment.[8] At BWM Alpen Barokah Mandiri, a feasibility assessment is conducted to ensure that prospective financing recipients have the ability and potential to manage funds productively. In addition, the PWK and HALMI programs also provide education and guidance to financing recipients, thereby not only supporting material aspects but also strengthening their spiritual well-being and business capacity.

Implementation of the Joint Liability System

Alpen Barokah Mandiri Micro Wakaf Bank implements a joint liability system for installment payments during HALMI meetings; this system

[7] Dokumen SOP Pembiayaan di BWM Alpen Barokah Mandiri dalam Astri Ningsih, 'Efektivitas Penyaluran Qard Al-Hasan Pada Bank Wakaf Mikro Alpen Barokah Mandiri Di Pragaan Sumenep Madura' (Universitas Al-Amien Prenduan, 2023), p. 63.

[8] Otoritas Jasa Keuangan, 'Peraturan Otoritas Jasa Keuangan Nomor 19 Tahun 2021 Tentang Penyelenggaraan Usaha Lembaga Keuangan Mikro', 2021, p. 4 <https://www.ojk.go.id/>.

distributes responsibility among group members to settle the obligations of other members experiencing financing difficulties (defaulting borrowers). In other words, all group members have a collective obligation to cover installment payments if, at any time, one member is unable to make their installment payment, based on a prior agreement.

This joint liability system is discussed in Article 1278 of the Civil Code, which states: "A joint and several liability agreement or a joint liability agreement arises among several creditors if the agreement explicitly grants each creditor the right to demand fulfillment of the entire debt, whereas payment made to one of them discharges the debtor, even though the debt, by its nature, may be divisible and distributed among the creditors." [9]

This provision means that a joint and several liability agreement is an agreement involving multiple creditors or multiple debtors. Thus, there are two types of joint and several liability:

a. A joint and several liability agreement with multiple creditors is called an active joint and several liability agreement.
b. A joint and several liability agreement consisting of multiple debtors is called a passive joint and several liability agreement. The most common type of joint and several liability agreement is the passive joint and several liability agreement.

Based on the two types of joint and several liability described above, the joint and several liability system implemented by BWM Alpen Barokah Mandiri falls under the category of a passive joint and several liability system, consisting of one creditor—namely, BWM, which provides the financing—and several debtors—namely, members of the HALMI group who receive the financing.

Regarding the implementation of the joint liability system, Chusnul Cholidah states in her research that a member may be subject to joint liability on a temporary or permanent basis. Temporary liability occurs when a group member fails to attend a weekly routine meeting; in this case, the other group

[9] Joko Sriwidodo and Kriswanto, Memahami Hukum Perikatan, Cet 1 (Kepel Press, 2021), III <http://www.google.co.id/books/>

members assume joint liability for that member. Then, at the next meeting, it becomes the obligation of the member subject to joint liability to reimburse the other members who covered for them the previous week.

Permanent coverage applies when a member absconds or is unable to fulfill their obligations. In such cases, other group members must assume the joint liability, and the obligation is settled within the group. The penalty for such a violation may include expulsion from the group. However, the specific policies and penalties imposed depend on each individual group.[10]

Based on Chusnul Cholidah's opinion above, the joint liability system implemented at BWM Alpen Barokah Mandiri falls under the category of permanent joint liability. This system is activated only when a customer of defaults and is unable to fulfill their obligations; consequently, the other group members are obligated to cover the outstanding obligations of the member in question. The penalty imposed on the irresponsible customer is automatic expulsion from the group, and they will no longer be eligible to apply for financing through.

Based on the researcher's interviews, there will be an update to the SOP regarding joint liability, under which members will be required at every HALMI meeting to pay a regular contribution that will later be used to cover payment shortfalls should a problematic customer arise. However, so far, this remains only a plan and has not yet been implemented.

Termination of the Joint Liability System

The joint liability process ends when the relevant party has completed and fully paid off their installment financing, meaning they no longer have any outstanding loan obligations to BWM Alpen Barokah Mandiri. This aligns with the findings of Hikmah Nurul Izza in her research, which reached the same conclusion.[11]

---

[10] Chusnul Cholidah, 'Tanggung Renteng Nasabah Matabaca Pada Pembiayaan Qardul Hasan Di KJKS Pilar Mandiri Surabaya', Al-Qānūn, 20.1 (2017), p. 344 (p. 344).

[11] Hikmah Nur Izza, 'Implementasi Sistem Tanggung Ranteng Pada Pembiayaan Layanan Berbasis Jamaah (Lasisma) Dalam Perspektid Fiqh Muamalah Di BMT NU Jawa Timur Cabang Cluring Banyuwangi' (Institut Agama Islam Darussalam Blokangung Karangdoro Tegalsari Banyuwangi, 2023), p. 89 <http://repository.library-iaida.ac.id/id/eprint/1159/1/HIKMAH NUR IZZA 19131110024 Esy'2019 Skripsi 2023.pdf>.

Values of the Joint Liability System

The joint liability system implemented at BWM Alpen Barokah Mandiri embodies several values, including solidarity and mutual cooperation, a spirit of mutual aid (*ta'a>wun*), the cultivation of discipline, and a sense of responsibility toward group members. This is because, in practice, group members cooperate with one another to ensure the continuity of payments through collective responsibility for the obligations of any member who is unable to meet their financial obligations.

In addition, BWM Alpen Barokah Mandiri has a Weekly Halaqah (HALMI) group that serves as a bridge for effective communication among members as well as with the management of BWM Alpen Barokah Mandiri. This aligns with the view of Hikmah Nur Izza, who states that the "tanggung " chain system embodies values such as kinship and mutual aid, openness and the courage to express opinions, instilling discipline and a sense of responsibility among group members, and indirectly fostering leadership among the members.[12]

Characteristics of the Tanggung Renteng System

The joint liability system implemented at BWM Alpen Barokah Mandiri has several characteristics, including the presence of groups with strong solidarity—reflected in the group's cohesion in applying the joint liability system—the presence of leaders who can guide their members to uphold regulations, such as requiring diligent attendance at HALMI meetings, an agreement to share the burden if a member defaults on a payment, and the fact that all group members run their own businesses. This is in line with the view of Feby Nabila Saharani, who states that the characteristics of the joint liability system include the following. *First,* the group has strong unifying bonds, possesses solidarity, and has been tested over a long period of time. *Second,* within a group there is a leader with good character who exerts firm influence in enforcing the group's mutually agreed-upon rules. *Third,* the group has a chairperson and members who are willing to cover the loan if one member is

[12] Izza, p. 117.

unable to make a payment. *Fourth,* all members engage in viable business activities. [13]

Elements of the Joint Liability System

The joint liability system at BWM Alpen Barokah Mandiri comprises three elements: the existence of the KUMPI & HALMI groups; obligations or installments that must be paid; and regulations, such as the requirement to fulfill shared responsibility when a member defaults on a payment. This aligns with Jariyah's view that the joint liability system consists of several elements, including a group, obligations, and regulations. [14]

Mechanisms of the Joint Liability System

According to Feby Nabila Saharani, there are two mechanisms in the joint liability system at : the decision-making mechanism and the control mechanism.[15] The implementation of the joint liability system at BWM Alpen Barokah Mandiri encompasses both of these mechanisms; specifically, there are consultations among members when making decisions regarding joint liability for members facing financial difficulties, which demonstrates the presence of a decision-making mechanism. Furthermore, there are regulations requiring all group members to be responsible for covering the obligations/debts of members in financial trouble, which indicates that there is a control mechanism in place for the implementation of the joint liability system at BWM Alpen Barokah Mandiri.

Opportunities and Challenges of the Joint Liability System

The opportunities and benefits derived from the joint liability system at BWM Alpen Barokah Mandiri for the BWM itself include minimizing non-performing loans or problematic financing; as explained in Article 37(1) of the Sharia Banking Law, which states that any funds disbursed to the public under Sharia principles carry the risk of default or failure to repay financing, which

[13] Feby Nabila Saharani, 'Tinjauan Hukum Ekonomi Syariah Terhadap Sistem Tanggung Renteng Dalam Peminjaman Modal Usaha Mikro Di PNM Mekaar' (Universitas IOslam Negeri Walisongo, 2023), p. 52.

[14] Jariyah, 'Analisis Penerapan Sistem Tanggung Renteng Terhadap Risiko Pembiayaan Bermasalah Pada Bank Wakaf Mikro Pondok Pesantren Minhadlul Ulum Menurut Perspektif Ekonomi Islam' (Universitas Islam Negeri Raden Intan Lampung, 2020), p. 57.

[15] Feby Nabila Saharani, pp. 54–55.

could ultimately affect the bank's performance.[16] The existence of this joint liability system makes BWM Alpen Barokah Mandiri's finances more secure because it is free from the risk of problematic financing. This is in line with the theory of Muhammad Yunus, a professor who pioneered the establishment of the Grameen Bank, who stated that the joint liability system is one of the oversight and security instruments in financing that resolves issues when a member defaults." [17]

As for BWM Alpen Barokah Mandiri, it has never faced any specific challenges or obstacles because when a customer defaults or absconds, all members typically spontaneously cooperate to cover the installments until the loan is fully repaid. Meanwhile, for customers who frequently fail to attend meetings, HALMI imposes sanctions in the form of a deduction from the financing capital loan during the disbursement process.

2. Analysis of the Implementation of the Joint Liability System in Business Capital Financing at Bank Wakaf Mikro Alpen Barokah Mandiri: A Muamalah Fiqh Perspective

a. The Chain Liability System in Relation to *Ta'a>wun*

Ta'a>wun comes from the Arabic word (**تعاون**), which means mutual aid or cooperation. Terminologically, *ta'a>wun* refers to a form of cooperation between individuals or groups in matters that are good and beneficial, both in this world and the hereafter, with the aim of creating the common good and attaining the pleasure of Allah SWT. In the context of economic activities, *ta'a>wun* involves establishing partnerships oriented toward business strategies carried out by two or more parties over a specific period to achieve mutual benefit based on the principle of mutual dependence. [18]

In the joint liability system at BWM Alpen Barokah Mandiri, responsibilities are distributed equally, applying the concept of collectivity in addressing challenges based on openness and mutual trust. Thus, if one member faces

[16] Otoritas Jasa Keuangan, 'Undang-Undang Nomor 21 Tahun 2008 Tentang Perbankan Syariah', 2008, p. 45.

[17] Fitriyah and Lathifatul, p. 8.

[18] Abdul Munib, 'Hukum Islam Dan Muamalah', Penelitian Dan Pemikiran Keislaman UIM, 5.1 (2018), p. 74.

difficulties in fulfilling their obligations, the other members of the group are obligated to assist in settling those obligations.

From the above statement, we can see that the mutual liability system embodies the values and spirit of mutual aid (*ta'awun*) among members who are struggling to make their installment payments. Thus, if one member is unable to pay their installment, another member will cover that payment. This aligns with Ainaul Mardliyyah's research titled "*The Joint Liability System at the Assakinah Cooperative as a Form of Ta'awun*." In her study, she states that the implementation of the joint liability system at the Assakinah Cooperative is a form *of ta'a>wun* among group members.[19]

The legal basis for mutual aid according to Islamic teachings is found in Surah Al-Ma'idah, verse 2, which reads:

وَتَعَاوَنُوْا عَلَى الْبِرِّ وَالتَّقْوٰىۖ وَلَا تَعَاوَنُوْا عَلَى الْاِثْمِ وَالْعُدْوَانِۖ وَاتَّقُوا اللّٰهَۗ اِنَّ اللّٰهَ شَدِيْدُ الْعِقَابِ...

Meaning: … *and cooperate with one another in righteousness and piety, and do not cooperate in sin and aggression. Fear Allah; indeed, Allah's punishment is severe*. (Quran 5:2).

In his tafsir, Ibn Kathir explains that this verse contains a command to cooperate in matters that bring about goodness and piety toward Allah, and conversely, prohibits cooperation in matters of disobedience and sin. [20]Cooperating in matters that bring about good includes all forms of good deeds, including helping to lighten the burden of others; this is in line with the values embodied in the joint liability system, namely helping to lighten

[19] Ainaul Mardliyyah, 'Sistem Tanggung Renteng Pada Koperasi Assakinah Sebagai Bentuk Penerapan Ta'awun', Jurnal Ekonomi Syariah Teori Dan Terapan, 7.2 (2019), pp. 254–68 (p. 254), doi:10.20473/vol7iss20202pp254-268.

[20] Tafsir Ibnu Katsir (Ringkas) / Fathul Karim Mukhtashar Tafsir Al-Qur'an Al-'Adzhim, Karya Syaikh Prof. Dr. Hikmat Bin Basyir Bin Yasin, Professor Fakultas Al-Qur'an Univ Islam Madinah Referensi : Https://Tafsirweb.Com/1886-Surat-Al-Maidah-Ayat-2.Html'.

the burden of fellow group members if one of them is unable to make their installment payment.

b. The Tanggung Renteng System in the Context of Fiqh Muamalah

According to Musthofa Ahmad Zarqa, fiqh al-muamalah refers to the laws pertaining to human actions and interpersonal relationships in matters of property, property rights, and the resolution of disputes among individuals. It can be seen here that fiqh al-muamalah is understood as Islamic civil law, but is limited to property law and contract law. [21]

When viewed through this theory, the joint liability system falls under contract law. The joint liability system is a mechanism that distributes responsibility among group members for fulfilling the obligations of a member who is unable to meet their obligations. BWM Alpen Barokah Mandiri implements the joint liability system in its financing operations with the aim of minimizing problematic loans.

The joint liability system at BWM Alpen Barokah Mandiri is implemented after financing is received, specifically during the loan repayment process at HALMI. The contract used for business capital financing at BWM Alpen Barokah Mandiri is the *qard}* contract. Fatwa DSN-MUI No. 19/DSN MUI explains that the principle *of qard}* may be used as a lending and borrowing contract, provided that the customer is obligated to return the funds received to the lender at a mutually agreed-upon time. This contract is also stipulated in Law No. 21 of 2008, which explains that *qard}* financing is a Sharia-compliant transaction based on lending and borrowing. Meanwhile, the joint liability system itself embodies a strong spirit of mutual aid (*ta'a>wun*), rooted in the willingness and sincerity of the parties involved. Thus, the financing and joint liability system implemented at BWM Alpen Barokah Mandiri fall under the category of a *tabarru'* contract—that is, a contract intended for mutual assistance rather than for profit. This aligns with the opinion of Betti Anggraini, who states

[21] Maksum and Ali, p. 14.

that there are six types of contracts classified as *tabarru'*, including *qard}*, *rahn*, hiwalah, kafalah, wadiah, and wakalah. [22]

c. Fiqh Muamalah Benchmarks

In determining the implementation of the joint liability system from the perspective of fiqh muamalah, the researcher identified several indicators based on the views of Prof. Mohammad Daud Ali. In his book titled *Understanding Contract Law*, it is stated that in conducting civil relations—including the execution of contracts-one must adhere to the principles of islamic civil law and the fundamental principles of fiqh muamalah. According to Prof. Mohammad Daud Ali, as mentioned in his book, some of the principles of Islamic civil law and the fundamental principles of muamalah fiqh include the following:[23]

1) The default ruling for all forms of muamalah is that they are permissible (mubah).

This legal principle is a fundamental tenet of Islamic law in the field of muamalah. Islamic law grants the freedom to create new forms or types of muamalah in accordance with needs. This principle is formulated as follows: everything is permissible until there is evidence to prohibit it. When applied to transactions or agreements (akad) in muamalah, this indicates that any form of muamalah transaction may be established as long as there is no specific prohibition regarding that transaction. This principle aligns with the fiqh rule of muamalah:

الَأَصْلُ فِي الْمُعَامَلَاتِ ٱلْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

"*By default, everything in muamalah is permissible until there is evidence to prohibit it.*"

The implementation of the joint liability system at BWM Alpen Barokah Mandiri aligns with the first fundamental principle of fiqh

[22] Betti Anggraeni, 'Akad Tabarru' Dalam Tinjauan Fikih Muamalah' (Universitas Islam Negeri Fatmawati Sukarno Bengkulu, 2022), p. 23.

[23] Mohammad Daud Ali, Hukum Islam: Pengantar Ilmu Hukum Dan Tata Hukum Islam Di Indonesia (PT Raja Grafindo Persada, 1991), p. 119.

muamalah, as it does not contradict any evidence prohibiting it namely, in the system of joint liability contains no elements of riba. Thus, this practice of joint liability remains within the bounds of Sharia. As long as there is no evidence prohibiting it, the implementation of joint liability is permissible.

2) Muamalah is conducted on a mutually consensual basis (*anta-ra>din*)

Every muamalah transaction is considered valid if it is based on the consent of both parties. In Islam, the freedom of will of those engaged in muamalah transactions is a matter of great importance. Since freedom of will is a matter of one's inner conviction, it is concretely expressed through the forms of ijab and qabul. The substance of *ijab and qabul* is consent (ridha and agreement), while the means by which this is signified are *the acts of ijab* and *qabul themselves*.

The implementation of the joint liability system at BWM is based on an initial agreement approved by all members of the, in which all members agree to assume joint liability should a customer encounter financial difficulties at any time. This agreement was explained from the very beginning during the Mandatory Group Training phase. Thus, its implementation aligns with the fundamental principle of *anta-ra>din*; although in reality, some members grumble when joint liability is triggered within their HALMI group, they remain willing to pay the joint liability contribution as a form of their support for the group's continued existence.

3) Muamalah is conducted on the basis of mutual benefit.

This principle indicates that all forms of activity in muamalah must provide benefits and advantages to the parties involved. This principle aims to foster cooperation among individuals and groups in order to fulfill each other's needs and achieve shared prosperity.[24]

[24] Amir Syarifuddin dalam Rusdan, 'Prinsip-Prinsip Dasar Fiqh Muamalah Dan Penerapannya Pada Kegiatan Perekonomian', Jurnal El-Hikam, 15.2 (2022), p. 231.

The mutual aid system at BWM Alpen Barokah Mandiri reflects the principle of mutual benefit, whereby all parties involved derive benefits from this mutual aid system, including:

a) For members facing financial difficulties

Members experiencing payment difficulties receive assistance from other members without incurring additional, burdensome interest charges.

b) For members who provide assistance

Members who help cover the obligations of other members benefit from a sense of accomplishment in maintaining the group's reputation, which ensures continued access to financing.

c) For the financial institution

Through this mutual guarantee system, the LKS gains a collective guarantee that reduces the risk of non-performing loans, thereby ensuring the institution's continued viability.

4) Muamalah is conducted on the basis of upholding justice.

This principle emphasizes that everything in business transactions must fulfill the principle of justice—that is, no one should be wronged or harmed, whether by an individual or a group.

The application of the joint liability system at BWM Alpen Barokah Mandiri aligns with this principle of justice, as reflected in the distribution of responsibility, whereby the risk of problematic financing is shared collectively among group members. This fosters a sense of justice because the risk is not borne by a single individual but is shared collectively and proportionally.

5) Muamalah is conducted on the basis of mutual assistance (*Ta'a>wun)*

In this context, *Ta'a>wun* refers to the need to build partnerships oriented toward business strategies carried out by two or more parties over a specific period to achieve mutual benefit based on the principle of mutual dependence.

The implementation of the joint liability system at BWM Alpen Barokah Mandiri aligns with the principle of mutual assistance, as reflected in the cooperation among group members in covering the installments of other members who face financial constraints or difficulties.

6) Muamalah is conducted based on the principle of seeking benefit and avoiding harm.

In muamalah jurisprudence, every transaction is conducted based on the principle of seeking benefit and avoiding harm. This principle is at the core of Islamic law, which aims to foster well-being and prevent loss in social and economic life. This principle aligns with the rule of muamalah jurisprudence:

دَرْءُ الْمَفَاسِدِ مُقَدَّمٌ عَلَى جَلْبِ الْمَصَالِحِ

"Avoiding harm takes precedence over seeking benefit."

The implementation of the joint liability system at BWM Alpen Barokah Mandiri aligns with the principle of seeking benefit and avoiding harm, because joint liability is carried out with the aim of avoiding harm—namely, minimizing the occurrence of delinquent loans or problematic financing—and seeking benefit—namely, all parties involved in the financing experience the benefits of the joint liability system, such as the party facing difficulties feeling assisted by other members, BWM can ensure orderly financing because it is protected from the risk of problematic financing, and group members who assume liability can maintain the group's reputation, thereby ensuring continued ease in obtaining future financing.

Closing

The implementation of the joint liability system for working capital financing services at BWM Alpen Barokah Mandiri was carried out after going through several stages in the financing process, starting from the outreach phase,

identification, feasibility study, pre-PWK, PWK, formation of the KUMPI, and finally holding the HALMI meeting. At HALMI meetings, in addition to installment payments, a permanent joint liability system is also implemented that is, it is applied only when a HALMI member experiences financing difficulties. In such cases, all HALMI members collectively bear the burden of the troubled member's installments through a collective and proportional distribution of the liability. This consistent and orderly implementation ensures that financing at BWM Alpen Barokah Mandiri is protected from the risk of problematic loans.

In the context of muamalah fiqh, the joint liability system is known as ta'a>wun—a form of mutual aid—in which group members cooperate to lighten the burden on one another when a member is unable to fulfill their financial obligations. As for its implementation, it is linked to the basic principles of muamalah fiqh in accordance with the fiqh rule that the default ruling for all forms of muamalah is that it is permissible (mubah) unless there is evidence to prohibit it; muamalah is conducted on the basis of mutual consent (anta-ra>din), mutual benefit, upholding justice, mutual assistance (ta'a>wun), and on the basis of seeking benefit and avoiding harm.

Reference

Abdul Munib, 'Hukum Islam Dan Muamalah', Penelitian Dan Pemikiran Keislaman UIM, 5.1 (2018).

Ainaul Mardliyyah, 'Sistem Tanggung Renteng Pada Koperasi Assakinah Sebagai Bentuk Penerapan Ta'awun', Jurnal Ekonomi Syariah Teori Dan Terapan, 7.2 (2019).

Alan Yati Iip Nurul Topani, 'Penerapan Sistem Tanggung Renteng Pada Nasabah Dalam Perspektif Hukum Ekonomi Syariah (Studi Pada Btpn Cabang Lampung Tengah)', Iqtishad Sharia: Jurnal Hukum Ekonomi Syariah Dan Keuangan Islam, 1.2 (2023).

Amir Syarifuddin dalam Rusdan, 'Prinsip-Prinsip Dasar Fiqh Muamalah Dan Penerapannya Pada Kegiatan Perekonomian', Jurnal El-Hikam, 15.2 (2022).

'Badan Pusat Statistik, Persentase Penduduk Miskin (P0) Menurut Kabupaten/Kota (Persen), Di Akses Pada 2 Desember 2024 Di Https://Www.Bps.Go.Id.'

Betti Anggraeni, 'Akad Tabarru' Dalam Tinjauan Fikih Muamalah' (Universitas Islam Negeri Fatmawati Sukarno Bengkulu, 2022).

Chusnul Cholidah, 'Tanggung Renteng Nasabah Matabaca Pada Pembiayaan Qardul Hasan Di KJKS Pilar Mandiri Surabaya', Al-Qānūn, 20.1 (2017).

Dokumen SOP Pembiayaan di BWM Alpen Barokah Mandiri dalam Astri Ningsih, 'Efektivitas Penyaluran Qard Al-Hasan Pada Bank Wakaf Mikro Alpen Barokah Mandiri Di Pragaan Sumenep Madura' (Universitas Al-Amien Prenduan, 2023).

Feby Nabila Saharani, 'Tinjauan Hukum Ekonomi Syariah Terhadap Sistem Tanggung Renteng Dalam Peminjaman Modal Usaha Mikro Di PNM Mekaar' (Universitas IOslam Negeri Walisongo, 2023).

Fitriyah and Siti Nur Lathifatul, 'Pembiayaan Lembaga Keuangan Non Bank: Studi Kasus Di Koperasi Muamalah Syariah Tebuireng Diwek Jombang' (UINi Sunan Ampel Surabaya, 2016).

Hikmah Nur Izza, 'Implementasi Sistem Tanggung Ranteng Pada Pembiayaan Layanan Berbasis Jamaah (Lasisma) Dalam Perspektid Fiqh Muamalah Di BMT NU Jawa Timur Cabang Cluring Banyuwangi' (Institut Agama Islam Darussalam Blokangung Karangdoro Tegalsari Banyuwangi, 2023).

Ira Maulana, Skema Tanggung Renteng Pada Pembiayaan Permodalan Nasional Madani (Pnm) Mekar Syariah Menurut Perspektif Hukum Ekonomi Syariah, Andrew Law Center http://journal.andrewlawcenter.or.id/index.php/ALJ Volume 4 Nomor 2 - Desember 2025.

Jariyah, 'Analisis Penerapan Sistem Tanggung Renteng Terhadap Risiko Pembiayaan Bermasalah Pada Bank Wakaf Mikro Pondok Pesantren Minhadlul Ulum Menurut Perspektif Ekonomi Islam' (Universitas Islam Negeri Raden Intan Lampung, 2020).

Joko Sriwidodo and Kriswanto, Memahami Hukum Perikatan, Cet 1 (Kepel Press, 2021), III <http://www.google.co.id/books/>

Mohammad Daud Ali, *Hukum Islam: Pengantar Ilmu Hukum Dan Tata Hukum Islam Di Indonesia* (PT Raja Grafindo Persada, 1991).

Otoritas Jasa Keuangan, 'Peraturan Otoritas Jasa Keuangan Nomor 19 Tahun 2021 Tentang Penyelenggaraan Usaha Lembaga Keuangan Mikro', 2021, p. 4 <https://www.ojk.go.id/>.

Tafsir Ibnu Katsir (Ringkas) / Fathul Karim Mukhtashar Tafsir Al-Qur'an Al-'Adzhim, Karya Syaikh Prof. Dr. Hikmat Bin Basyir Bin Yasin, Professor Fakultas Al-Qur'an Univ Islam Madinah Referensi : Https://Tafsirweb.Com/1886-Surat-Al-Maidah-Ayat-2.Html'.