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The Problematics of Disputes of Problematic Financing in Islamic Banks from the Perspective of Sharia Law and Islamic Economics (A Case Study of Decision Number 1352/Pdt.G/2024/PA.Trk)[1]

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Abstract:
Problematic financing is one of the main challenges faced by Islamic banks, as it directly affects financial stability, customer trust, and compliance with Sharia principles. Disputes arising from problematic financing require not only legal certainty but also substantive justice grounded in Islamic economic values. This study aimed to analyze disputes arising from problematic financing in Islamic banks from the perspectives of sharia law and Islamic economics, using Decision Number 1352/Pdt.G/2024/PA.Trk as a case study. The research used a normative legal method with a case study approach by analyzing court decisions, laws and regulations, and literature on sharia law and Islamic economics. The results showed that the settlement of problematic financing disputes in this decision referred to formal aspects of positive law and basic principles of sharia contracts, but did not fully reflect the principles of justice, public benefit, and risk sharing as emphasized in fiqh muamalah and maqāṣid al-sharī'ah. From the perspective of Islamic economics, the applied dispute-resolution mechanism had the potential to create an imbalance between the bank's and the customer's interests. This study highlighted the importance of a more comprehensive integration of positive law, sharia principles, and Islamic economic considerations to resolve problematic financing disputes in Islamic banking.

Keywords: Problematic Financing; Islamic Banking Disputes; Sharia Economic Law; Fiqh Muamalah; Religious Court

A. INTRODUCTION

One of the main activities of Islamic banking, widely used by the public, is financing. Financing is a facility provided by Islamic banks to customers based on

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mutual agreement, as stated in a sharia financing contract (Madjid, 2018). A sharia financing contract contains provisions on the type of financing, the object of financing, the maximum financing amount, the time period, the purpose of fund use, the profit margin, the disbursement mechanism, the repayment schedule, and other relevant terms, including collateral or guarantees (Indar et al., 2023). Islamic banking financing products play a strategic role in supporting national economic development, especially in improving public welfare. This role aligns with the intermediary function of Islamic banks, which is not only profit-oriented but also guided by principles of justice, public benefit, and sustainability. However, the significant role of financing is also accompanied by considerable risks. Therefore, Islamic banks need legal protection through a robust guarantee system to ensure legal certainty in recovering financing funds distributed to customers (Arief, 2016).

In addition to meeting consumptive needs, Islamic banking financing also provides a positive impact on the development of community businesses. Islamic banking operations are conducted in accordance with Sharia principles through Islamic Commercial Banks, Sharia Business Units, and Sharia Rural Banks. However, access to Islamic banking services has not yet reached lower economic levels of Muslim society. As a result, Islamic microfinance institutions such as Baitul Maal wat Tamwil (BMT) have been established to finance micro, small, and medium enterprises and to empower the community's economy. On the other hand, to maintain stability and competitiveness, state-owned Islamic banks have undergone consolidation to strengthen the implementation of Islamic finance in a more effective and sustainable manner (Iqbal et al., 2019). Empirically, Islamic banking has proven its ability to strengthen the real sector and expand financial inclusion in Indonesia. From 2008 to 2013, the number of Islamic banking institutions continued to increase, which indicates growing public trust in non-interest-based financial products. This development shows that Islamic banking can survive and grow amid both domestic and global economic crises. The wider distribution of Islamic banking institutions across regions is expected to strengthen financial inclusion more in Indonesia (Ansori, 2018).

Despite these developments, sharia financing practices are not free from potential problems in their implementation. One of the most common problems is problematic financing, which can lead to disputes between Islamic banks and their customers. In several cases, financing contracts, particularly murabahah, are suspected of being implemented in bad faith and deviating from sharia principles, resulting in losses for customers. Such practices constitute a misuse of sharia principles and are contrary to Article 56 of Law Number 21 of 2008 on Islamic Banking, which grants Bank Indonesia the authority to impose administrative sanctions on Islamic banks that violate sharia principles in their business activities. Problematic financing is an inherent risk in financial intermediation activities and cannot be completely avoided. It may arise from various factors, such as business failure, decreased income, or the debtor's lack of good faith in fulfilling payment obligations. From the perspective of civil law, this condition relates to the failure to fulfill contractual obligations as what it is agreed in the financing contract. Although Islamic banks have an interest in maintaining business continuity by

resolving problematic financing, they are prohibited from using methods that conflict with the principles of justice, ethics, and Islamic morality in debt collection.

Problematic financing that results in default can lead to legal disputes between Islamic banks and customers. Therefore, financing contracts should ideally include dispute resolution clauses as a form of legal protection for both parties (Nur Melinda Lestari & Syifa Aulia Kandani, 2025). This thing is reflected in Decision Number 1352/Pdt.G/2024/PA.Trk, which involves a dispute towards murabahah financing between a customer and an Islamic bank. In this decision, a fundamental problem arose regarding the calculation of the financing margin, which was considered detrimental to the customer and raised concerns about violations of prudential principles and customer protection as regulated in Article 36 of Law Number 21 of 2008 on Islamic Banking. This study aimed to analyze disputes towards problematic financing in Islamic banks from the perspectives of sharia law and Islamic economics by examining Decision Number 1352/Pdt.G/2024/PA.Trk as a case study. The study explores how far regulations and Sharia principles are applied in resolving problematic financing disputes, and their implications for customer protection and the sustainability of the Islamic banking industry.

Some studies have examined disputes related to problematic financing in Islamic banking. The same study was conducted by Nur Melinda Lestari, entitled "Settlement of Problematic Financing Disputes in Islamic Banks and Fintech: A Comparison of Legal and Economic Perspectives." The study explains that problematic credit issues occur not only in Islamic banking but also in fintech-based lending institutions, which need robust dispute-resolution mechanisms. Dispute settlement in fintech is regulated under Article 29 of POJK No. 77/POJK.01/2016, which needs fintech providers to offer simple, fast, and affordable alternative dispute resolution mechanisms. The study identifies two main dispute resolution paths: litigation and non-litigation (Nur Melinda Lestari & Syifa Aulia Kandani, 2025). Other studies, such as Aziz (2020), are focused on the sharia compliance of Islamic fintech in Indonesia, highlighting the concepts and principles used in sharia-based fintech systems. However, these studies do not specifically analyze POJK No. 77/POJK.01/2016 or clearly discuss the role of DSN MUI in supervising Sharia Fintech.

Based on the literature review, no study has specifically examined problematic financing disputes in Islamic banks from the perspectives of sharia law and Islamic economics through a court decision case study. Previous research has generally focused on sharia compliance, fiqh muamalah, or consumer protection without directly linking these aspects to judicial practices. Therefore, this study has a unique position and offers significant novelty. By analyzing a court decision as a concrete example of dispute resolution practice, this research integrates legal analysis with Sharia and Islamic economic perspectives. This approach provides a deeper understanding of how problematic financing disputes are resolved in practice and highlights the need for a more substantive application of Sharia principles in Islamic banking dispute resolution.

B. METHODE

This study explains the research design and methods, data sources, data collection techniques, and data analysis methods used. This research is a normative legal study that uses a case study and a statutory approach. The research focuses on analyzing disputes arising from problematic financing in Islamic banking, based on Decision Number 1352/Pdt.G/2024/PA.Trk.

The data used in this study are secondary data, selected purposively for their relevance to the research topic. The data include primary legal materials such as laws and regulations related to Islamic banking and the settlement of sharia economic disputes, including Law Number 21 of 2008 on Islamic Banking, Law Number 3 of 2006 on Religious Courts, and the Decision of the Religious Court of Trenggalek Number 1352/Pdt.G/2024/PA.Trk. In addition, secondary legal materials are used to support the analysis, including scientific journal articles, textbooks on Sharia economic law, the fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), and other relevant literature published within the last ten years.

Data collection was carried out through document analysis by systematically reviewing court decisions, laws and regulations, and relevant academic literature. All collected data were then classified and coded according to the main research themes: problematic financing, dispute resolution mechanisms, the application of Islamic legal principles, and Islamic economic implications. Data analysis was conducted using a qualitative, descriptive-analytical method, interpreting the legal facts in the court decision and examining them through the frameworks of Islamic law and Islamic economics.

The perspective of Islamic law was applied by using the principles of fiqh muamalah, such as justice (al-ʻadl), honesty (shidq), the prohibition of oppression (zulm), and the concept of maqāṣid al-sharīʻah. Meanwhile, the Islamic economic perspective was used to analyze the implications of dispute resolution on financing risk management, the sustainability of Islamic financial institutions, and customer protection. This methodological approach was chosen to make sure that the analysis is not only normative and doctrinal but also able to explain the practice of resolving problematic financing disputes in a comprehensive and contextual manner within the framework of sharia law and Islamic economics (Muhaimin, 2020).

C. RESULTS AND DISCUSSION

1. General Overview and Analysis of Decision Number 1352/Pdt.G/2024/PA.Trk

Decision Number 1352/Pdt.G/2024/PA.Trk is a Sharia economic dispute examined and decided by the Religious Court of Trenggalek. The object of the dispute is murabahah financing provided by an Islamic bank to its customer. In this case, the Plaintiff acted as a consumer (debtor) who obtained financing facilities from PT Bank XXXX, Trenggalek Branch, as the Defendant (creditor).

Based on the legal facts revealed during the trial, the Plaintiff filed a lawsuit because he felt disadvantaged in the implementation of the murabahah financing contract Number XXXX dated October 26th, 2018. The contract was made to meet the need for additional business capital to construct rental rooms owned by the Plaintiff. Both parties knowingly and voluntarily entered into the financing contract, as is common in the legal relationship between an Islamic bank and its financing customer.

Article 1 of the contract states that the Plaintiff received murabahah financing in the amount of IDR 100,000,000, which was intended for the construction of rental rooms. The Defendant fully calculated the required materials. Furthermore, Article 2 of the contract stipulates that the Plaintiff was obliged to pay the Defendant a total amount of IDR 151,096,000, consisting of the principal amount of IDR 100,000,000 and a profit margin of IDR 51,096,000. Thus, the bank's selling price was set at IDR 151,096,000, payable in monthly installments of IDR 4,198,000. The facts show that the Plaintiff fulfilled his obligations by making 10 installment payments from November 25th, 2018, to August 25th, 2019, totaling IDR 41,980,000. Furthermore, on September 14th, 2019, the Plaintiff made a lump-sum payment of IDR 84,068,000.

However, the Plaintiff later argued that there was a discrepancy in the calculation of the payment obligations. From a financing ceiling of IDR 200,000,000, the Plaintiff claimed that he only received IDR 119,772,000 in actual financing, yet was charged a total payment obligation of up to IDR 360,851,000.

According to the Plaintiff, this calculation lacked a clear basis, violated the principle of justice, and caused significant losses to the customer as a consumer. The Plaintiff further alleged that this practice violated Article 37, paragraph (2), of Law Number 21 of 2008 on Islamic Banking, which limits the maximum financing exposure to 30 percent of an Islamic bank's capital. Moreover, the Plaintiff argued that the Defendant's actions were inconsistent with Article 3 of Law Number 21 of 2008, which states that Islamic banking aims to support national development through the principles of justice, togetherness, and equitable distribution of welfare.

In addition to issues related to financing calculations, the Plaintiff also alleged unethical and inhumane debt collection practices, including intimidation, psychological pressure, and verbal harassment carried out by the Defendant through electronic messages and by visiting the Plaintiff's residence before the payment due date. These actions were claimed to have affected the psychological condition of the Plaintiff's family members, including the Plaintiff's child with special needs and the Plaintiff's parent, who suffers from a chronic illness. On this basis, the Plaintiff argued that the Defendant failed to provide protection, security, and comfort, as required of a bank toward its customers.

Based on these arguments, the Plaintiff filed a lawsuit for an unlawful act under Article 1365 of the Indonesian Civil Code. The panel of judges then examined the elements of an unlawful act, which include the existence of an act, its unlawful nature, fault, the occurrence of loss, and a causal relationship between the act and the loss. The judges held that in cases of unlawful acts, the burden of proof lies with the Plaintiff. After evaluating all the evidence presented and applying the applicable legal norms, the panel

of judges concluded that the Plaintiff failed to prove beyond a reasonable doubt that the Defendant committed an unlawful act. Therefore, the Plaintiff's claims in points 2 and 3 of the petitum were rejected.

As a juridical consequence, the panel of judges stated that the rejection of the relevant petitum applied mutatis mutandis to the Plaintiff's other claims, and therefore, the entire lawsuit was declared inadmissible. The Plaintiff was also ordered to pay court costs in the amount of IDR 210,500. This decision was deliberated by the panel of judges of the Religious Court of Trenggalek on December 19th, 2024, and formally delivered electronically on December 30th, 2024. The decision emphasizes that although Sharia financing disputes contain moral and ethical dimensions, legal proof remains the main factor in determining whether an Islamic bank bears legal responsibility under positive law and religious court procedural law.

From the perspective of fiqh muamalah, a murabahah contract is a sale transaction that requires transparency of the cost price and clarity about the agreed profit margin. Classical scholars such as Al-Kasani and Ibn Qudamah emphasize that the validity of murabahah depends on the fulfillment of the principles of al-bayān (transparency) and al-ridā (mutual consent) (Dwi, 2024). The buyer must clearly know the goods' cost price, and the profit margin must not be determined unilaterally by the seller. In the present case, although the murabahah contract was formally documented in writing and signed by both parties, there are substantive issues that deserve critical attention from the perspective of fiqh muamalah. The determination of material details and the calculation of the cost price were carried out entirely by the bank, with no active involvement from the customer. This condition may create an imbalance in bargaining power between the bank and the customer, which, in fiqh muamalah, may be classified as gharar khafī (hidden uncertainty) (Amalia, 2020).

The Plaintiff's claim regarding the discrepancy between the funds received and the total payment obligation indicates a problem of price justice (ʿadl fī al-tsaman). In fiqh muamalah, although profit margins are permitted, they must remain within reasonable limits (taʿādul) and must not lead to elements of injustice (ẓulm). Therefore, normatively, murabahah practices that are formally valid do not necessarily fulfill the substance of sharia justice if they result in an excessive burden on the customer.

Another crucial aspect in this case is the bank's debt collection method. From the perspective of fiqh muamalah, the obligation to repay debts is indeed binding; however, its enforcement must observe the principles of akhlāq al-muʿāmalah (ethical conduct in transactions). The Prophet Muhammad (peace be upon him) strictly prohibited all forms of debt collection that involve intimidation or harm to the debtor, especially when the debtor is experiencing financial hardship (ʿusr) (Chossy Rakhmawati, 2021). The Qur'an, through Surah Al-Baqarah verse 280, clearly states that if a debtor is in difficulty, the creditor should grant a postponement of payment. This principle is further reinforced by the fiqh maxim al-mashaqqah tajlib al-taysīr, which requires ease and flexibility in situations of hardship.

Therefore, debt collection practices involving psychological pressure, threats, and intimidation, as alleged by the Plaintiff, directly contradict the ethical principles of

Islamic transactions, even though they may not necessarily meet the legal elements of an unlawful act under positive law. The panel of judges' decision, which emphasized formal legal proof, failed to fully accommodate the ethical and moral dimensions of Sharia. This situation reflects a gap between legal justice and moral justice in the resolution of Sharia economic disputes within the judicial system.

This decision also demonstrates that the panel of judges applied a legal-formalistic approach by placing unlawful act (perbuatan melawan hukum) proof as the primary benchmark. From a procedural law perspective, such an approach may be justified. However, in the context of Sharia economic adjudication, judges should not only function as law enforcers but also as guardians of Sharia principles (Arum Fitriana Rohmah, 2021). Law Number 3 of 2006 and Law Number 21 of 2008 mandate the Religious Courts not merely to apply positive law, but also to uphold sharia principles. Therefore, judges are expected to explore and apply substantive justice values, ethical standards of muamalah, and maqāṣid al-sharī'ah when assessing sharia financing disputes, especially in cases where there are indications of unequal bargaining positions and potential structural injustice.

The Settlement of Non-Performing Financing in Murabahah Financing. Murabahah is a sale transaction in which goods are sold at the original purchase price with an agreed profit margin. In a murabahah transaction, the seller must clearly inform the buyer of the original cost price and determine a specific profit margin to be added. In the murabahah contract practiced at KBMT Al-Muawanah, the seller, namely KBMT Al-Muawanah, informs the customer of the purchase price and agrees to a 20 percent profit margin. The murabahah contract also explains the agreement between both parties regarding the repayment period and the agreed profit margin included in the financing. The procedure for applying for and granting murabahah financing at KBMT Al-Muawanah is as follows:

1. Application Form Submission: Prospective customers are required to fill out a financing application form provided by KBMT Al-Muawanah and fulfill the required conditions.
2. Administrative VerificationAfter the customer submits the application form, KBMT conducts an analysis to check the completeness of the administrative documents. KBMT also carries out a survey of the applicant to obtain detailed information about the customer.
3. Analysis Using the 5C Principles:

   a. Character, which refers to the customer's personal traits, such as punctuality in previous payments, honesty, and general behavior.

   b. Capital, which includes analysis of the customer's income and business earnings.

   c. Capacity, which assesses the customer's ability to repay the financing, based on the customer's job and business activities.

d. Collateral, which refers to the customer's ability to provide guarantees. In this case, customers are only required to pledge their savings or deposits within the cooperative, and KBMT may provide financing up to twice the amount of the savings.

e. Condition, which evaluates the customer's business condition and whether the customer is capable of meeting payment obligations based on the current state of their business or employment.

1) Financing Decision Stage After the analysis is completed, KBMT discusses the results with the manager to determine whether the customer is eligible to receive the financing.

2) Signing of the Financing Contract. Once approved by the KBMT manager, both parties, KBMT and the customer, must sign the financing contract.

3) Disbursement of Funds. In every financing provision, careful consideration and prudence are required in decision-making to ensure trust, which is the fundamental element of financing. This is necessary so that the financing provided is properly targeted and can be accounted for. Customers who experience non-performing financing cause significant losses to KBMT Al-Muawanah, especially considering the economic downturn in the past year due to the COVID-19 pandemic

Based on an interview with Mr. Hikmat, an Account Officer (AO) at KBMT Al-Muawanah, the causes of non-performing financing include:

1. Unstable financial conditions, particularly during the COVID-19 pandemic, caused a decline in many customers' businesses.

2. Increasing business competition and rapid technological development, especially the growth of online services, have resulted in losses for some customers' businesses.

3. A lack of good faith (i'tikad kurang baik) from certain customers in fulfilling payment obligations, even though their businesses were developing.

KBMT Al-Muawanah has established policies to resolve problematic or non-performing financing. The solutions applied emphasize a family-based approach and the issuance of warning letters to customers whose financing has become problematic. If these measures are not effective, KBMT requests the customer's commitment to provide guarantees to settle the non-performing financing. Customers experiencing underperforming financing generally face issues such as unstable financial conditions, intense business competition, and employment-related problems arising from certain circumstances. There are also several other factors that contribute to the occurrence of non-performing financing among customers. The Settlement of Non-Performing Financing Disputes in Islamic Banking Outside the Court. Settlement of non-performing financing disputes in Islamic banking can be handled by institutions outside the court. In practice, disputes related to non-performing or bad financing may be resolved through non-litigation mechanisms, such as banking mediation institutions and arbitration, including the National Sharia Arbitration Board (BASYARNAS).

The forms of dispute settlement outside the court include:

a. Internal Institute

b. Banking Mediation

c. Settlement Through Arbitration and BASYARNAS

d. Judicial Procedure System

e. Jurisdiction and Authority of BASYARNAS

Disputes in Islamic banking that cannot be settled through agreement or arbitration are resolved by the courts. Article 10, paragraph (1) of Law Number 14 of 1970, as amended by Law Number 35 of 1999, Law Number 4 of 2004, and Law Number 48 of 2009 on Judicial Power, states that the judicial system in Indonesia consists of four types of courts: General Courts, Religious Courts, Military Courts, and Administrative Courts. Article 2, in conjunction with Article 49 of Law Number 3 of 2006, provides that the Religious Courts have the authority to administer justice for Muslim litigants in certain matters, including marriage, inheritance, wills, grants, waqf, zakat, infaq, sadaqah, and sharia economic affairs. The explanation of Article 49 clarifies that the phrase "between persons who are Muslim" also includes individuals or legal entities who voluntarily submit themselves to Islamic law in matters within the jurisdiction of the Religious Courts, as stipulated in the article. Sharia economic disputes that fall under the authority of the Religious Courts include: disputes in the field of Sharia economics between Islamic financial institutions or Sharia financing institutions and their customers.

a. Disputes in the field of Sharia economics between Islamic financial institutions or Sharia financing institutions and their customers.

b. Disputes in the field of Sharia economics between Islamic financial institutions or Sharia financing institutions.

c. Disputes in the field of Sharia economics between persons who are Muslim, where the contract explicitly states that the acts or business activities carried out are based on Sharia principles.

Sharia economic disputes are disputes arising from breach of contract or violations of the points that have been agreed upon in the contract, for example:

a. The bank's negligence in returning customer deposit funds under a wadi'ah contract.

b. The bank's reduction of the customer's profit-sharing ratio without the consent of the customer concerned under a mudharabah contract.

c. The customer carries out alcoholic beverage business activities using funds borrowed from an Islamic bank under a qardh contract, and others.

The Religious Court has the authority to impose sanctions on either the customer or the bank that commits a breach of contract (wanprestasi) causing actual losses, provided that a claim for compensation arises from such breach.

a. Breach of Contract (Wanprestasi)

Breach of contract arises from an agreement between two parties as regulated in Article 1320 of the Indonesian Civil Code. An agreement is a consent based on the will or the word "agreement" (sepakat). To declare a breach of contract, there must first be a declaration of default under Article 1243 of the Indonesian Civil Code.

b. Unlawful Act (Perbuatan Melawan Hukum / PMH)

A lawsuit containing a claim for compensation arises only from an unlawful act or from breach of contract (wanprestasi), as regulated in Article 1365 of the Indonesian Civil Code. An unlawful act is established when several elements are present. These include the existence of an act, its unlawful nature, the fault of the person who committed it, and the actual loss suffered by another party. There must also be a clear causal link between the act and the loss. An act may be regarded as unlawful if it goes against legal duties, infringes upon the rights of others, violates moral standards, or conflicts with principles of fairness, due care, and caution that should be observed in social interactions or in relation to another person's property.

Basically, the procedures and processes for the settlement of Sharia economic disputes in court are as follows:

Procedure: The steps that must be taken by the Plaintiff

1) Filing a lawsuit either in writing or orally with the court.
2) The lawsuit shall be submitted to the court:

   a. Whose jurisdiction covers the legal domicile of the defendant.

   b. If the defendant's domicile is unknown, the lawsuit shall be submitted to the court whose jurisdiction covers the domicile of the plaintiff.

   c. If the dispute concerns immovable property, the lawsuit may be submitted to the court whose jurisdiction covers the location of the property. If the immovable property is located in several court jurisdictions, the lawsuit may be submitted to one of the courts chosen by the plaintiff (Article 118 HIR, Article 142 RBg).
3) Paying the court fees (Article 121 paragraph (4) HIR).
4) The plaintiff and the defendant or their legal representatives shall attend the court hearing based on the court summons (Articles 121, 124, and 125 HIR, Article 145 RBg). Thus, in cases where the disputing parties adhere to different religions, namely Muslims and non-Muslims, this law allows the dispute to be resolved in the General Court, unless the parties stipulate otherwise in their contract.

Therefore, the availability of the General Court as an alternative forum for dispute resolution is based on the possibility that Islamic bank customers may include non-Muslims, considering that Islamic banks are not exclusively owned by Muslims, whose customers must be Muslims, but are collective institutions that should not discriminate based on ethnicity, religion, or race.

Based on the explanation above, it can be seen that disputes that may potentially arise between customers and Islamic banks take various forms. The choice of applicable law and dispute resolution forum is fully left to the parties concerned. If the sequence of dispute resolution methods is arranged, the parties may first pursue deliberation and consensus, followed by banking mediation, arbitration forums, and if the dispute remains unresolved, the parties may take litigation measures through settlement in the Religious Court as regulated in Law Number 3 of 2006 concerning Religious Courts and Law Number 21 of 2008 concerning Islamic Banking, which grant authority not only to the Religious Courts but also to the General Courts.

D. CONCLUSIONS

The occurrence of non-performing financing or bad credit may be caused by both internal and external factors, including non-compliance with the provisions stipulated at the time of the financing contract by either or both parties. Problematic financing may also arise due to regulatory changes, natural disasters, or breaches of contract (*wanprestasi*) under mudharabah, murabahah, and musyarakah financing contracts. Such breach of contract may be categorized as *wanprestasi* without prior notification or warning to the customer, which serves as legal security before the court or at the auction office once a final and binding legal decision has been obtained. In the management of financing, an unlawful act committed by the customer may also occur. The judges hold that, in a lawsuit based on an unlawful act, the Plaintiff bears the burden of proving the unlawful act, including the Defendant's fault, before the Panel of Judges. In the trial, the Plaintiff gave evidence, and the a quo evidence formed the basis for the judges' consideration in determining whether the Defendant had committed the unlawful act claimed by the Plaintiff in the lawsuit. Based on the evidence presented at trial and the normative legal grounds described above, the court found that the Defendant's actions or conduct toward the Plaintiff did not constitute an unlawful act. Therefore, the claims in petitum points 2 and 3 were declared rejected. Since the court rejected the Plaintiff's claims in points 2 and 3, the same decision also applies to their claims in points 1, 4, 5, 6, and 7, just as the ruling explains. The court ordered the Plaintiff to pay court costs of IDR 210,500 (two hundred ten thousand five hundred rupiah). The Panel of Judges at the Religious Court of Trenggalek made this decision during their deliberation on Thursday, December 19, 2024, which was also 17 Jumadil Akhir 1446 Hijri. The judges were Fahruddin, S.Ag., M.H., as Presiding Judge, along with Dra. Hj. Siti Roikanah, S.H., M.H., and Dra. Hj. Sunarti, S.H., M.H. as Associate Judges.

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