

SUMMARY

Dzakkiyah Rusydatul Umam, Private Law Faculty of Law, University of Brawijaya Malang, 2014, Juridical Analysis *Ijarah Muntahiya Bittamlik* Agreement (IMBT) in Perspective of Islamic Law and the Code of Civil Law, Rachmi Sulistiyarini, S.H. M.H, Siti Hamidah, S.H M.M.

In this paper the author discusses the Juridical Analysis *Ijarah Muntahiya Bittamlik* Agreement (IMBT) in Perspective of Islamic Law and the Code of Civil Law (Civil Code). Islamic Banking which uses two legal foundations of Islamic Law and Civil Code in each creating its products. One of the products offered are IMBT contract. IMBT contract is a merger between the two contract hire and lease purchase or lease term diakahir grant. First, the legitimate legal and permissible under Islamic Sharia law as the origin of the contract is permissible and valid, unless the contract poses combine two or resemble usury. Second, the proposition is not valid because there is some agreement that prohibits merging in a single transaction.

Based on the above, this paper examines (1) How suitability of IMBT contract in Islamic law perspective? (2) How suitability of IMBT contract in Civil Code perspective?

Then the writing of this paper uses the method of normative juridical, *statute and conceptual approach*. Primary legal materials, secondary, and tertiary will be analyzed using the techniques of terpretation that is basically an attempt to explain and asserted, both in terms of expanding or restricting existing legal sense, in the context of its use to solve their problems.

With the above method, suitability IMBT contract in Islamic law perspective in terms of (1) the principles of contract, in accordance with the principles of unity, skill and freedom, justice, equality, honesty and truth, in writing, as well as benefit and welfare, (2) pillars of the contract, has met sighthat, implementing and object agreement, (3) the contract terms, according to the 3 conditions namely the existence, validity and entry into force of the contract. While that is not fulfilled, namely the force of law because the fatwa DSN Number: 27/DSN-MUI/III/2002 there are provisions which give rise to a double interpretation in figure 2 and the second part of Article 324 paragraph (2) KHES contrary to the purpose of the contract IMBT. According to the scholars, is permissible. While suitability IMBT based Civil Code persperktive, IMBT an agreement is not named (Article 1319) and arising under the principle of freedom of contract (Article 1338). According to Article 1320 of the Civil Code, has qualified validity IMBT agreement is an agreement, skill, a certain thing and a cause that is kosher. IMBT has met esensialia elements, Naturalia and aksidentalialia. IMBT legal consequence that the parties rights and obligation. Thus, the government should cooperate with legislators and Sharia Board to immediately improve the regulatory agreement, especially in Islamic Banking IMBT contract.