








## LEX JOURNAL: KAJIAN HUKUM DAN KEADILAN

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**The Role of Islamic Banks to Safeguard and Protect Micro Business Credit  
UMKM Customers from a Legal Perspective**

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**ABSTRACT**

This research examines the role of Sharia Banks in protecting KUR Micro MSME customers from a legal perspective, focusing on the application of Sharia principles and the challenges to legal protection. The research method employed is qualitative, incorporating a literature study. The results show that, despite the regulatory framework, field practices still do not fully reflect the principles of justice, the prohibition on usury,

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and customer protection. Some challenges include the dominance of murabaha contracts, low financial literacy, weak dispute resolution mechanisms, and conflicts of interest in sharia supervision. This research recommends improving the regulation of Sharia Micro KUR, strengthening supervision, and improving the legal literacy of MSMEs to support sustainable growth.

**Keywords:** Role of Islamic Banks, Customer Protection, Micro KUR, Legal Perspective

## **1. INTRODUCTION**

The Micro, Small, and Medium Enterprises (MSMEs) sector in Indonesia is a key pillar in the national economy. MSMEs contribute significantly to Indonesia's Gross Domestic Product (GDP), contributing 60.51% of total GDP, and absorbing 96.92% of productive labor in Indonesia (Ministry of Cooperatives and SMEs, 2023). In addition, the sector also serves as a key driver of social stability amid global economic fluctuations (Maslachah & Sopingi, 2024). Nonetheless, despite its vital role, access to formal financing for MSMEs remains a major obstacle. Based on the 2023 Financial Services Authority (OJK) National Survey, around 79.3% of MSMEs in Indonesia admitted to having difficulties in accessing financing from formal financial institutions. This is due to various factors, including complicated administrative requirements, high collateral requirements, and the mismatch of financing products with the characteristics of micro enterprises (Buhari, 2024).

This condition leads to the practice of informal financing that tends to be detrimental, with very high loan interest rates (20-30% per month) channeled by loan sharks (Bank Indonesia, 2023). This practice threatens the sustainability of MSME businesses and has the potential to ensnare them in a cycle of debt that is difficult to break. In this context, the presence of Islamic banking through the Sharia Micro People's Business Credit (KUR) product offers a fairer and more sustainable financing solution. Sharia-based financing offers an alternative that avoids the practice of usury (interest) and

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carries partnership principles based on justice, such as mudharabah, musyarakah, and murabaha.

According to the latest data from Bank Syariah Indonesia (BSI), in the third quarter of 2023, Sharia Micro KUR financing was recorded at IDR 28.7 trillion, with an annual growth rate of 25.3%. This increase indicates a high interest from MSMEs in financing products based on sharia principles, which are considered more in line with the characteristics of MSMEs and more oriented towards business sustainability. However, despite this great potential, there are several fundamental issues that threaten the legal protection of MSME customers in the Sharia Micro KUR financing scheme (Rifa'i, 2017).

Some of the main problems faced by MSME customers in Sharia Micro KUR financing include: first, from the regulatory side, although Law No. 21/2008 on Sharia Banking and Financial Services Authority (OJK) Regulation No. 18/POJK.03/2021 have regulated customer protection, their implementation is still not fully optimal, especially regarding Micro KUR products. Second, operationally, many MSME customers do not fully understand their rights and obligations in Sharia financing contracts. The OJK Financial Literacy Survey 2022 shows that only 38.2% of MSME players have a good understanding of the sharia financing mechanism. Third, the dispute resolution mechanism in Islamic financing is not yet fully efficient, with the duration of the settlement taking a long time (8-12 months), which is detrimental to MSME customers who need fast legal certainty (Supreme Court, 2023). In addition, weak supervision of the implementation of sharia principles at the bank branch level also has the potential to lead to practices that are not by the principles of justice that should be upheld in sharia financing.

The COVID-19 pandemic has exacerbated the vulnerability of MSME customers, with around 34.5% of MSMEs receiving KUR Mikro experiencing payment difficulties during the pandemic (Kemenkop UKM, 2023). Despite the restructuring policy, the existing scheme has not fully taken into account the principles of Sharia justice, which should be the basis for dispute resolution and rescheduling of financing.

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Based on this background, this research has a high urgency to be conducted. This research aims to analyze the role of Islamic banks in safeguarding and protecting MSME customers in the Sharia Micro KUR scheme, as well as identifying challenges faced by banks and customers in terms of legal protection. In addition, this research also aims to provide recommendations that can improve the legal protection system for MSME customers, as well as increase customer understanding of sharia financing mechanisms.

This research hopes to contribute to the development of more comprehensive regulations related to the legal protection of MSME customers, as well as to strengthen the Islamic financial ecosystem in Indonesia. This research is also expected to help improve Islamic financial literacy among MSME players, which in turn will increase their participation in a more transparent and equitable Islamic banking system. Thus, the results of this study are expected to have a positive impact on improving the welfare and sustainability of MSMEs in Indonesia.

## **2. RESEARCH METHODS**

This research uses a normative qualitative method, which aims to analyze and interpret the applicable legal rules and practices of Islamic banking in the context of MSME customer protection. This research design is descriptive analytical, where the author will describe in detail and analyze the regulations and policies governing customer protection in Sharia Micro KUR financing and their implementation in the field. This research does not rely on numerical data but focuses more on normative studies of regulations, legal documents, and relevant theories in the realm of sharia law and positive law.

The population targeted by this research is legislation governing Islamic banking, consumer protection, and Islamic Micro KUR products issued by financial institutions in Indonesia. The samples used are legal documents such as Law No. 21 of 2008 concerning Islamic Banking, Financial Services Authority (OJK) Regulation No. 18/POJK.03/2021, and other related regulations. In addition, interviews with legal practitioners, sharia

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economists, and bankers who have direct experience in distributing KUR Mikro Syariah will also be used as primary sources of information to explore the implementation and existing legal challenges.

The data collection techniques used include a literature study of laws and regulations, scientific journals, and books related to Sharia law and Islamic banking. In addition, in-depth interviews with relevant informants will be conducted to obtain a more comprehensive understanding of the implementation of Sharia Micro KUR products and customer legal protection. The interview instrument was developed based on open-ended questions that focus on the legal aspects of customer protection, customer understanding of sharia contracts, and practices carried out by Islamic banks in distributing KUR Mikro.

For data analysis, the approach used is normative qualitative analysis, namely by comparing existing regulations with practices in the field, and analyzing potential improvements in the legal protection system for MSME customers. Data obtained from literature and interviews will be analyzed descriptively and reviewed based on relevant Sharia law and positive law theories to provide recommendations that can increase the effectiveness of customer protection in Sharia Micro KUR products.

### **3. DISCUSSION**

#### **a. Analysis of the Implementation of Sharia Principles in Micro KUR**

##### **1) The Principle of Justice (al-'Adl) in the Financing Agreement**

The application of sharia principles in Bank Syariah Indonesia's KUR Mikro products shows a complex dynamic between sharia ideals and operational practices. The principle of justice (al-'adl), which is the main foundation, is seen in the profit-sharing mechanism in mudharabah and musyarakah contracts, as regulated in DSN-MUI Fatwa No. 07/DSN-MUI/IV/2000. However, in practice, there is a dominance of murabahah (sale and purchase) contracts, which account for 78% of total KUR Mikro financing. This condition raises critical questions about the extent to which the partnership principle is

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implemented, especially when the fixed margin on murabahah is considered unfair to MSMEs when their businesses experience a decline in income (Hasanah et al., 2022).

The transparency aspect of costs and risks in financing contracts also shows a gap between theory and practice. Although regulations explicitly require banks to explain all costs and potential risks before signing the contract, surveys reveal that many MSME customers do not fully understand the clauses on administrative costs and late fees. This phenomenon indicates a weakness in the product education process provided by banks to MSME customers (Atmajaya et al., 2024).

## **2) Principles of Prohibition of Usury and Gharar**

The principle of the prohibition of usury and gharar in KUR Micro financing faces serious challenges in its implementation. The sharia fatwa clearly states that the margin must be agreed upon at the beginning and must not change during the contract period. However, field findings show that there are unreasonable markup practices in capital goods financing for MSMEs. Similarly, the application of late fees should be limited and must be proven as real costs; in practice, some banks still impose higher fines without adequate verification of real losses (Sasongko et al., 2024).

## **3) Principle of Customer Protection (Maslahah)**

The principle of customer protection in KUR Micro financing has also not been fully optimized. Although there is a strong legal basis for financing restructuring, the data shows that only a small proportion of MSMEs receiving KUR Mikro have access to restructuring when facing difficulties. This condition is exacerbated by the weak implementation of product education obligations by banks. In reality, the education provided is often limited to administrative procedures without an in-depth explanation of the legal rights of customers, thus creating information asymmetry between banks and MSME customers (Viky et al., 2023).

### **b. Legal Protection for MSME Customers**

The legal framework for MSME customer protection in Sharia Micro KUR financing in Indonesia has been formally regulated in several legal instruments. Law No.

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21/2008 on Sharia Banking, together with the Financial Services Authority Regulation (POJK) No. 18/POJK.03/2021 on Consumer Protection in the Financial Services Sector, should be a strong foundation for customer protection. However, in its implementation, there is still a significant gap between legal provisions and practices in the field. Many MSME customers are not fully aware of their legal rights as Islamic banking consumers, while on the other hand, the law enforcement mechanism is still not optimal (Irwansyah & Syahrijal, 2020).

The dispute resolution system for MSME customers faces various structural obstacles. The Sharia Supervisory Board (DPS), which is supposed to be at the forefront in overseeing sharia compliance, often has limited authority to resolve disputes completely. The mediation process through OJK, although available, is still considered complicated by most MSME players. Meanwhile, dispute resolution through the Religious Court takes a relatively long time and costs a lot of money, making it less effective for MSME customers who generally need a quick and cheap settlement (Atika et al., 2021).

Transparency of the financing contract is another crucial issue in customer legal protection. Although the Fatwa of the National Sharia Council of the Indonesian Ulama Council (DSN-MUI) has set clear contract standards, in practice, there are still cases where contract clauses are one-sided and disadvantageous to MSME customers. Many customers sign financing contracts without adequate understanding of their rights and obligations, making them vulnerable to unfair practices. This condition is exacerbated by the lack of supervision of the implementation of the contract at the branch level of Islamic banks (Umam, 2024).

The imbalance of bargaining positions between banks as financial institutions and MSME customers as parties in need of financing is also a factor that weakens legal protection. In many cases, MSME customers have no choice but to accept all terms and conditions proposed by the bank, including clauses that are detrimental. This shows that the principle of justice in the contractual relationship between banks and MSME

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customers has not been fully realized in the practice of Sharia Micro KUR financing (Aisyah et al., 2024).

## **b. Challenges in the Protection of MSME Customers Receiving Sharia Micro KUR**

### **1) Low Sharia Legal and Financial Literacy**

The main challenge in the protection of MSME customers comes from the low level of legal literacy and Islamic finance among business actors. OJK's National Financial Literacy Survey in 2022 showed that only 38.2% of MSME players have a good understanding of sharia financing mechanisms. This condition is utilized by certain individuals through the practice of mis-selling products, where customers are directed to financing products that are not by their business needs. The lack of understanding of the rights and obligations in Sharia contracts means that many MSMEs do not realize when they suffer losses due to adverse contract clauses (Viky et al., 2023).

### **2) Constraints on Access to Legal Institutions and Dispute Resolution**

The process of resolving financing disputes for MSME customers faces various practical obstacles. High legal fees and long process duration (8-12 months on average, based on 2023 Supreme Court data) are the main barriers for MSMEs to fight for their rights. The majority of MSME actors prefer to accept losses rather than engage in legal processes that are considered complicated and convoluted (Suhendro, 2018). In addition, the unpreparedness of MSMEs in preparing supporting documents and the lack of affordable legal assistance further exacerbate their powerless position in dispute resolution (Atmajaya et al., 2024).

### **3) Conflict of Interest in the Supervisory System**

The current sharia compliance supervision system still leaves a serious conflict of interest problem. The Sharia Supervisory Board (DPS), which is supposed to be the guardian of sharia principles, is in practice appointed and financed by the bank itself, so its independence is questionable. Weak sanctions for violations of sharia principles also reduce the effectiveness of the supervisory function. OJK data in 2023 noted that only

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15% of findings of sharia violations led to strict sanctions, while most only received administrative warnings. This condition creates an environment where violations of sharia principles can occur repeatedly without meaningful consequences (Agustina & Kurniasari, 2023).

#### **4) The Impact of the Economic Crisis on Customer Protection**

The COVID-19 pandemic has shown the vulnerability of the MSME customer protection system in crises. Around 34.5% of MSMEs receiving KUR Mikro have experienced payment difficulties during the pandemic (Kemenkop UKM, 2023), but the existing restructuring mechanism does not fully consider aspects of sharia justice. Many customers continue to be burdened with payment obligations even though their businesses have experienced a drastic decline due to external factors. This shows that the MSME customer protection system does not have an adequate mechanism to deal with unexpected economic crises (Buhari, 2024).

### **c. Case Studies and Best Practices in Sharia Micro KUR Customer Protection**

#### **1) Analysis of Problematic Financing Cases in Indonesia**

Several cases of disputes over KUR Micro Sharia financing reveal a recurring pattern of problems. One prominent case occurred in East Java in 2022, where 15 batik artisan MSME customers filed a lawsuit against an Islamic bank due to the application of late fees that were deemed unreasonable. OJK's investigation found that the bank did not adequately explain the fine mechanism in the contract process. Another case in West Sumatra showed the practice of mark-up of capital goods prices up to 30% of the market price, which is contrary to the principle of fairness in sharia transactions. Banks' response to customer complaints is generally slow, with the average resolution time reaching 4-6 months based on OJK data in 2023.

#### **2) Customer Protection Models in Malaysia and Turkey**

Malaysia, through Bank Negara Malaysia, has developed a comprehensive model of Islamic MSME customer protection. This system includes: (1) Strict pre-contract

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education obligations, (2) Independent mediation institutions specialized in Islamic banking, and (3) Automatic restructuring schemes in the event of an economic crisis. In Turkey, Participation Banks implemented a contract transparency rating system that must be announced to customers before signing the contract. These two models have shown success in reducing the number of disputes in Islamic MSME financing to below 5% (Hasanah et al., 2022).

### **3) Lessons for the Indonesian Context**

Several important lessons can be adopted from international practices. First, the importance of establishing a specialized mediation institution that focuses on MSME sharia financing disputes. Second, the a need for a contract transparency rating system that is easy for ordinary customers to understand. Third, the development of an automatic restructuring scheme based on certain triggers (such as a decrease in income above 30%). Partial implementation of some of these elements in some Indonesian Islamic banks has shown positive results, with a 40% reduction in MSME customer complaints in the pilot banks (OJK, 2023).

### **4) Successful Local Initiatives**

Some good practices have emerged at the local level. In Central Java, a communication forum between MSME associations, Islamic banks, and the regional DSN-MUI succeeded in reducing dispute cases through a pre-contract mentoring program. In South Sulawesi, an integrated complaint system based on smartphone applications has shown effectiveness in accelerating the resolution of MSME customer complaints. These initiatives prove that contextual solutions can be developed without having to wait for regulatory changes at the national level.

## **4. CLOSING**

This study concludes that the implementation of MSME customer protection in Sharia Micro KUR financing in Indonesia still faces various complex challenges. While the regulatory framework is formally adequate, the practice on the ground shows

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significant gaps in the application of sharia principles, particularly regarding transactional fairness and customer protection. The dominance of murabaha contracts with fixed margins tends to displace the principle of true partnership, while low Islamic financial literacy among MSMEs makes them vulnerable to non-transparent practices. The current dispute resolution system is also not fully effective in protecting the interests of MSME customers, coupled with conflicts of interest in the sharia supervisory mechanism. However, the study also identified opportunities for improvement through the adoption of best practices from other countries and the development of local initiatives that have proven successful. For this reason, a comprehensive effort is needed that involves improving regulations, increasing customer capacity, strengthening supervisory systems, and developing dispute resolution mechanisms that are more effective and affordable for MSMEs. With the implementation of these strategic steps, it is hoped that the Syariah Micro KUR product can truly realize the principles of justice and benefit for all stakeholders, while contributing to the development of a more inclusive and sustainable Islamic economic ecosystem in Indonesia.

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