

ABSTRACT

Muhammad Aufarul Mawahib, 11220101, *The Practice of Cashing in Invoice in Brondong Nusantara Fish Auction Centre under Perspective of Burgerlijk wetboek and Fatwa DSN MUI Concerning Hawalah*. Thesis, Sharia Business Law Department, Sharia Faculty, Maulana Malik Ibrahim State Islamic University of Malang, Supervisor, Iffaty Nasyi'ah, MH.

Key Word: Invoice, *Burgerlijk Wetboek*, Fatwa DSN MUI

In this era, the payment devices become so many kinds and vary, such as the payment device used in Brondong Nusantara fish auction centre, the supplier and the seller used invoice in doing the transaction as payment device at credit transaction in which on the next day, it will be cashed or invoice clearing. However, at cashing in invoice, the seller usually didn't give directly to the supplier, but changing the invoice to the third party. Because the seller felt that it was too long if he had to cash in the invoice to the supplier, so the seller could not turn over his money for trading, then the thing becoming the problem focus here is unclear concept, because it was not based on any kind of agreement however there was cutting of invoice value by the third party, so it was needed to be evaluated through *Burgerlijk Wetboek* as positive law prevailed in Indonesia and fatwa DSN MUI.

The purpose of the research was to look for the suitable concept with the practice in field so it could be suitable with prevailed regulation both positive and Islamic law. This research was Empiric Legal research. The approach used in this research was sociologic legal approach. It was studying about social phenomenon and the cause of unsuitability with prevailed rule.

From this research could be seen that the practice of cashing in invoice in Brondong Nusantara fish auction centre was inappropriate with the *cessie* concept in *Burgerlijk Wetboek* and *hawalah* in fatwa DSN MUI Number 12/DSN-MUI/IV/2000 on *Hawalah* and Number 58/DSN-MUI/V/2007 on *Hawalah bil ujroh*, where in reality or in its practice did not meet the qualification of authentic deed or in under hand deed in exchanging the invoice, unclear *ijab-qabul*, unwritten document, unwritten note in exchanging claim from the seller to the third party, and *muhil* or the supplier did not know this matter. So the practice of cashing in invoice so far was not suitable with the positive and Islamic law, however it could be suitable if the unfulfilled qualification could be met.