

CHAPTER V

CONCLUSION AND SUGGESTION

A. Conclusion

1. The Practice of Cashing In Invoice in Brondong Nusantara Fish Auction Centre

Based on observation and result of interview which conducted by the researcher, the following practice of cashing in invoice in Brondong Nusantara fish auction centre, that was:

- a. The seller sold fish to the Supplier with credit transaction and agreed to be paid on the day agreed with the invoice provided by the supplier.
- b. The Supplier bought fish from the seller by credit transaction with provided an invoice to the seller for payment according to the agreement.
- c. The seller required capital or funds to paid for fish purchased from the caterer, then cash in invoice to the third party because the related supplier invoice had not cashed in, without notice to the supplier and the seller lose his right to billed to the supplier.
- d. The third party then cash in invoice owned by the seller, with pieces of Rp.150 / kg for small type of fish, or 2% -10% according to the agreement between the seller and the third party.
- e. The third party then a position as the seller in the billing of receivable to the supplier in accordance day had been agreed between the seller with the supplier.

- f. The Supplier received invoice billed by the third party on behalf of the seller, then match of the authenticity of the invoice with proof owned by the supplier or by contacting the seller in advance to ensure the authenticity of the invoice and pay for it if it matched.

2. The Practice of Cashing In Invoice in Brondong Nusantara Fish Auction Centre under Perspective of *Burgerlijk Wetboek*

According *Burgerlijk Wetboek* the practice of cashing in invoice in Brondong Nusantara fish auction centre, that were:

First, must be based on the existence of a valid agreement, that was in accordance with requirement provision of the validity of agreement in article 1320 *Burgerlijk Wetboek*, in this case which based on presence of cash in invoice in Brondong Nusantara fish auction centre was credit transaction.

Second, create authentic deed or under hand deed, in accordance with article 613 (1) *Burgerlijk Wetboek*, a transfer of receivable must be made with an authentic deed or under hand deed, So, the transfer of receivable between the seller and the third party must include authentic deed or under hand deed.

Third, notified to the party who has owed and approval, so in this case the supplier as the party who owed had to be known and approve the transfer of receivable which was made by the seller to the third party because it was still bound to an agreement with the seller.

Fourth, submit a letter of that receivable, after gotten approval of the debtor or in this case the related supplier, so the seller submit a letter of receivable or invoice to the third party as proof that the seller had transferred his receivable to the third party, and then the third party billed cash in that invoice to the related supplier accordance initial agreement between the seller and the supplier.

So, in this practice of cashing in invoice doesn't accordance with the provision stated that the transfer of receivable must be accompanied by authentic deed or under hand deed.

3. The Practice of Cashing In Invoice in Brondong Nusantara Fish Auction Centre under Perspective of Fatwa DSN MUI concerning *Hawalah*

In the practice of cashing in invoice in Brondong Nusantara fish auction centre under perspective of Fatwa DSN MUI No.12/DSN-MUI/IV/2000 on *Hawalah* and No.58/DSN-MUI/V/2007 on *Hawalah bil Ujroh* was like this:

First, in the practice of cashing in invoice in Brondong Nusantara fish auction centre must accordance with pillars of *hawalah*, that are *muhiil*, *muhal*, *muhal 'alaih*, *muhal bih*, *ijab-qabul*, and *sighat*, in this case which be *muhiil* is the supplier, *muhal* is the seller, *muhal 'alaih* is the third party, and *muhal bih* is receivable. But if accordance with fatwa No.12/DSN-MUI/IV/2000, so *muhiil* or the supplier must have debt to *muhal 'alaih* or the third party because in that fatwa is *hawalah*

muqayyadah, transfer as changing from debt payment of *muhil* (first party) to *muhal*/second party (conditional transfer). While according fatwa DSN MUI No.58/DSN-MUI/V/2007, so *muhil* isn't have debt to *muhal* 'alaih, because of *Hawalah mutlaqah*, that is *muhil* isn't have debt to *muhal* 'alaih.

Second, *ijab-qabul* expressed, in cash in invoice by the seller to the third party must be accompany with *ijab-qabul* which clear about transfer of receivable.

Third, the contract should be written, after *ijab-qabul* is expressed, so that contract must be written through correspondence, or use of modern means of communication

Fourth, known and approved by all parties, in practice of cashing in invoice in Brondong Nusantara fish auction centre must be known by the supplier, the seller and the third party, to clarify and strengthen that the transfer of receivable have been approved by all parties.

Fifth, position and obligations of the parties must expressly stated in the contract. In written contract must be include of position and obligation all parties clearly.

Sixth, if the transaction *hawalah* has been done, so, the third party position change the seller or *muhal* position.

The practice of cashing in invoice in Brondong Nusantara fish auction centre in fatwa DSN MUI No.12/DSN-MUI/IV/2000 of *hawalah* and No.58/DSN-MUI/V/2007 of *hawalah bil ujroh*, so, the researcher

concluded that practice of cashing in invoice in Brondong Nusantara fish auction centre which conduct during this time isn't accordance with fatwa DSN MUI No.12/DSN-MUI/IV/2000 of *hawalah* and No.58/DSN-MUI/V/2007 of *hawalah bil ujroh*, because there are some decision which loss or isn't accordance with that fatwa, that are: *ijab-qabul* isn't clearly, the contract isn't written in transfer of receivable from the seller to the third party, *muhil* or the supplier does not know the contract.

B. Suggestion

After conduct research on practice of cashing in invoice in Brondong Nusantara fish auction centre, then the results of this research, researcher can provide some suggestions for improvement in the concept of transfer of receivable so in accordance with the existing rules and sharia.

1. For The Seller

- a. The seller in credit transaction, should take into account the capital which he had, so undercapitalized doesn't occurred when invoice not yet cash in.
- b. If has already occurred the shortage of capital, should in practice of cashing in invoice in the third party have to be done according to the agreement and the conditions is not forced in the transaction and also have to ask permission to related the supplier beforehand.
- c. In conduct transfer of receivable to the third party must provide authentic deed or under hand deed as proof.

2. For The Third Party

- a. The third party in cashing in invoice to the seller should had been more careful, by asking authentic deed or under hand deed to the seller, to prevent fraud by the seller.
- b. In a transaction with the seller, the third party should have to check the validity of invoice which is given to him, that that invoice is genuine and real.
- c. Should be known by the related supplier, for the validity of the transaction

3. For The Supplier

- a. The supplier had to check the validity of the invoice that was brought by a third party that the original invoice, by contacting the related seller.
- b. Should be more careful in cashing in invoice, so it did not cause any harm to all parties.