ABSTRACT


Keywords: Letter of Credit, Kafalah bi al-Ujrah, Shafi'i and Hanafi Jurists

Facing the Muslim community hopes Indonesia which as the majority people, who want to apply their Islamic kaffah (complete) in all spheres of life including in the conduct of business transactions using bank services to facilitate transactions, the DSN-MUI issued a new fatwa about the Letter of Credit ie fatwas. 57/DSN-MUI/V/2007 on Letter of Credit (L/C) with a contract Kafalah bi al-ujrah. In this regard the author considers the need to review the contract Kafalah bi al-ujrah on financing trade transactions with the Letter of Credit by the Shafi and Hanafi jurists.

Formulation of the problem is studied in this research are: 1) How do Shafi’i and Hanafi schools of the Letter of Credit financing with contract Kafalah bi al-ujrah? 2) How the similarities and differences between Shafi, Hanafi and fatwas. 57/DSN-MUI/V/2007?

This research belong to the kind of normative research. This research is also called study or library research literature. Type of approach used in this study is a conceptual approach (conceptual approach) and the comparative approach (comparative approach). In this research, the data analysis method used is qualitative data analysis.

Based on the research results, ujrah (salary/benefits) received by the guarantor (kafl) on kafalah contract used in export import services with a Letter of Credit as a Shariah banking products in the opinion of jurists’ Shafi and Hanafi are different. According to Al-Mawardi kafalah contract that rewards the requirements of the law is invalid. He does not justify asking for compensation from al-Kafalah transaction. When combined with the word Kafalah bi al-ujrah (with compensation) then the law and the facts will eliminate the significance and meaning of al-Kafalah. While the opinion of Ibn Nujaim as Hanafi imam’s student was also banned, in Hanafi’s perspective only requires consent and qabul between the two sides, it can be understood that a good deal or not mentioning its benefit valid as long as there is no element of compulsion for either part.