

ABSTRACT

Pratiwi, Windy. 09220032. *National Sharia Board-Indonesian Council of Ulama. No.57/DSN-MUI/V/2007 About Letter of Credit with a Contract Kafalah bi al-Ujrah Perspective Shafi'i and Hanafi sect.* Thesis, Department of Business Law Sharia, Faculty of Sharia Islamic University of Maulana Malik Ibrahim Malang. Supervisor: Dr. H. Abbas Arfan, Lc., M.H.

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 (*kafil*) 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.