

Examining the Ethical Dimensions of Asset Seizure in Credit Transactions: A Study from the Perspective of Islamic Law

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Abstract

This study aims to examine the ethical dimensions of asset repossession practices in credit sales from the perspective of Islamic business ethics. In the context of Islamic business, credit transactions must adhere to principles of justice, honesty, and transparency, where the repossession of goods by the seller when the buyer fails to fulfill their obligations requires a thorough ethical review. This research employs a qualitative approach with a case study method focusing on companies that implement credit systems in their sales. Data were collected through in-depth interviews with business practitioners and consumers, as well as through the analysis of related documents. The results indicate that although asset repossession in credit sales is recognized as a seller's right, this practice often conflicts with Sharia principles if it is not carried out with fair consideration for the interests of both parties. The study concludes that there is a need for a more just and transparent mechanism in the repossession process to ensure that the rights of all parties are protected in accordance with Islamic business ethics principles. As a recommendation, it is proposed to develop more detailed ethical guidelines regarding asset repossession in credit sales so that they can be applied consistently and fairly in Sharia business practices.

I. Introduction

In this modern era, economic transactions are becoming increasingly diverse and complex, driven by technological advancements and changing societal needs. One transaction model that has gained popularity is credit sales, where consumers can acquire goods or services without making full payment upfront. This system offers consumers the flexibility to enjoy the products they desire through installment payments. Credit sales have become a practical solution for many people, especially for acquiring high-value items such as vehicles, household appliances, and properties. However, behind the convenience offered, several issues require special attention, one of which is asset repossession when buyers fail to settle the credit as agreed.

Asset repossession in credit transactions is an action taken by the seller or creditor to secure their assets when the buyer is unable to meet their payment obligations. Although legally recognized as a legitimate practice, this repossession often raises ethical dilemmas, particularly from the perspectives of morality and justice. In Islamic business, every transaction must be conducted by adhering to principles of justice (*'adl*), honesty (*sidq*), and transparency (*shafafiyah*). Therefore, repossession as a means of exercising the seller's rights needs to be reconsidered within the framework of Islamic business ethics to ensure that such practices do not violate these principles.

Islamic teachings emphasize fairness in economic transactions, mandating that both buyers and sellers fulfill their obligations. When a buyer defaults, the seller may reclaim unpaid goods, but this must be balanced with the buyer's rights and the social implications of such actions. Sellers must deliver goods as agreed, while buyers are obligated to pay the price. This mutual responsibility is foundational in Islamic economic law, which promotes justice and transparency in transactions (Ade Zuki Damanik 2024). The *murabahah* principle underscores the necessity for clarity and fairness in pricing, ensuring that neither party is harmed (Lestary Saputri 2024). Islamic business ethics advocate for honesty and respect for consumer rights, which can be compromised in online transactions where product descriptions may be misleading (Jameela, Eva Misfah Bayuni, and Nanik Eprianti 2024). The psychological impact of confiscating goods must be considered, as it can affect trust and stability within the market (Isnain Fitri Auli Yanti et al. 2024). While Islamic law provides a framework for fair transactions, the practical application often reveals challenges, particularly in maintaining ethical standards in modern commerce.

Selling credit offers flexibility for consumers but also presents significant risks for both lenders and buyers. The potential for income loss due to defaults poses a challenge for sellers, while buyers risk losing items of functional or sentimental value, especially if confiscation occurs without transparency or adherence to Sharia principles. Lenders face

the risk of income loss from defaults, particularly in consumer credit, which has a higher risk profile compared to other loans (Knapickienė et al. 2022). The automobile credit sector exemplifies this, where defaults negatively impact profitability, necessitating robust risk control measures (Peng et al. 2023). Consumers may lose items they value, leading to feelings of injustice, especially if confiscation lacks transparency (Mufidah 2023). The Sharia compliance of credit practices is crucial; practices that involve excessive fees or penalties may violate principles of fairness and justice (Prasetyo and Fatimah 2022). In contrast, some argue that credit systems can enhance consumer access to goods, fostering economic growth despite the inherent risks. This perspective emphasizes the need for balanced regulations that protect both parties while promoting financial inclusion.

In the context of Islamic business ethics, asset repossession in credit transactions must be viewed from a broader perspective—not merely as a legal effort to secure assets, but also as an action that should reflect justice and the common good. Repossession carried out without proper communication and transparency between the seller and the buyer can be seen as an unjust act, conflicting with the values taught in Islam. Therefore, it is essential for business practitioners to understand and apply the principles of Islamic business ethics in every aspect of transactions, including in the matter of asset repossession.

The primary objective of every transaction in Islam is to achieve welfare and justice for all parties involved. Hence, this study seeks to explore the ethical dimensions of asset repossession in credit sales, with the hope of providing deeper insights into how Sharia principles can be applied in modern business contexts. Additionally, this research aims to promote fairer business practices that align with Islamic values, ensuring that the benefits are not only material but also contribute positively to society as a whole.

II. Method

This study employs a library research method (Marendah 2023), focusing on the collection and analysis of relevant literature to examine the ethical dimensions of asset repossession in credit sales from the perspective of Islamic business ethics. The data sources used include books, scholarly journal articles, fatwas, and Islamic legal documents related to credit transactions and the principles of Islamic business ethics.

The collected data is analyzed qualitatively using a normative approach (Sugiyono 2017), evaluating the practice of asset repossession in credit sales based on Islamic ethical principles such as justice and trustworthiness (*amanah*). The results of the analysis are then synthesized to provide a comprehensive view of how Islamic business ethics regulate asset repossession in credit transactions and its implications for promoting more ethical

business practices.

III. Result and Discussion

Business Ethics in Islam

Business ethics in Islam are firmly grounded in the teachings of the Qur'an and Hadith, which emphasize universal principles such as justice, honesty, and social responsibility. These principles serve as guidelines for every aspect of life, including economic activities and business transactions. In Islam, business activities are not solely profit-oriented but must also adhere to the moral and ethical values established by Sharia (Norvadewi 2015).

The principles of justice ('adl) and trust are foundational in Islamic business ethics, emphasizing fairness in transactions and the integrity of parties involved. These principles guide the conduct of business, ensuring that all dealings are transparent and equitable. Islamic teachings advocate for fairness in setting prices and sharing profits, preventing exploitation and ensuring that no party feels harmed in transactions (Hidayat et al. 2024). Islamic economic law prohibits usury (riba), gambling (maysir), and excessive uncertainty (gharar), promoting ethical transactions that align with justice (Ade Zuki Damanik 2024).

In every transaction, both sellers and buyers must act honestly and be trustworthy. Amanah means maintaining integrity and fulfilling commitments to agreed-upon contracts. In business, amanah not only includes honesty in providing information about the quality of products or services but also encompasses responsibility in fulfilling promises regarding payments, deliveries, and any other agreements made (Hafid et al. 2024). This is crucial because trust is the foundation of any sustainable business relationship. If amanah is neglected, the transaction not only harms other parties but also violates Sharia principles (Pollard and Marzano 2023); (Kamal, Warsi, and Nasir 2023).

Another key concept underlying Islamic business ethics is the prohibition of gharar (uncertainty) and riba (interest). Gharar refers to any form of transaction that involves excessive uncertainty or speculation (Ade Zuki Damanik 2024); (Isnain Fitri Auli Yanti et al. 2024). Islam emphasizes that every transaction must be clear and free from manipulation or uncertainty that could disadvantage one of the parties. By avoiding gharar, transactions become fairer and more transparent, allowing all parties to understand the risks involved and make informed decisions. Meanwhile, the prohibition of riba underscores that profit should not be gained through unjust or exploitative means, such as interest charged on loans. The Islamic economic system encourages transaction models based on partnership and fair profit-sharing, rather than exploitation through riba (Ahmad Bilal, Umer Yousaf 2024); (Liestyowati 2024).

The Islamic economic system emphasizes a balance between individual interests and social welfare. This means that while individuals are free to seek profit, they also bear social responsibility to ensure that their actions do not harm others or society as a whole. Within this framework, business is seen as a means to achieve social welfare, not merely a tool for personal wealth accumulation. Therefore, any profit earned should have a positive impact on societal well-being, which is realized through activities such as charity, zakat, and other forms of social contribution.

Business transactions aligned with Islamic ethical principles not only ensure lawful (halal) profits but also maintain a balance between individual needs and collective interests. In Islam, seeking profit must not be done in ways that harm others or cause damage to society (Ali Keya Anami 2024). Islamic business ethics teaches that true happiness is not solely measured by the amount of wealth one possesses, but also by the blessings (barakah) in that wealth and how it is used for good purposes (Ade Zuki Damanik 2024).

Islamic business ethics is not merely a set of normative guidelines but an integral system aimed at harmonizing economic interests with moral values. By applying principles of justice, trustworthiness (amanah), prohibitions against gharar and riba, and considering social welfare, Islamic business ethics strives to establish a sustainable and equitable economy. This forms a strong foundation for building an economy that is not only competitive but also holds high ethical standards, thereby fostering widespread well-being across all levels of society.

Credit Sales from an Islamic Perspective

One of the sales systems currently being developed in the business world is the credit system. Credit involves payments made in installments, whether in buying and selling or lending. Credit sales are a common method of transaction in the modern economy, including within the context of Islamic economics (Aprianingsih et al. 2021). However, Islam emphasizes the importance of fair and transparent agreements between the seller and the buyer. Credit sales that meet Shariah requirements, such as the absence of riba (interest) and gharar (uncertainty), are considered valid. Credit transactions are permissible as long as they comply with strict Shariah regulations, including clear price determination and the absence of fraudulent elements (Siregar and Rafly 2024).

A sales agreement is considered to occur between both parties as soon as they reach an agreement regarding the goods and their price, even if the goods have not yet been delivered or the payment has not yet been made. The goods and the price are the key elements of the sales agreement (Wahid and Rohadi 2022). If the buyer fails to pay the purchase price, it constitutes a breach of contract, giving the seller the right to seek

compensation or cancel the agreement.

The price or medium of exchange must consist of money or other goods. If an agreement does not involve these two elements (goods and money), it transforms the agreement into barter, or if the price is in the form of services, the agreement becomes an employment contract, and so forth. In the context of sales, it is stated that one party offers goods while the other provides money. The currency used does not have to be in rupiah; it is permissible to set the price in any currency (Herania and Maski 2022).

A sales agreement is obligatory in nature, meaning it is binding on both parties. An obligatory sale means that ownership of the goods does not transfer to the buyer until delivery is made. From this obligatory nature in a sales agreement, several key points can be derived, which are essentially included within the obligatory characteristics. These include the object of sale, the price agreed upon by both parties in the sales agreement, and the rights and obligations of the parties involved.

Seizure from an Islamic Law Perspective

The seizure of goods in credit sales is a complex and often controversial topic in the practice of Sharia-compliant business. In Islam, economic and business transactions are not solely measured by material gains but must also adhere to Shariah principles that uphold justice, equality, and balance of rights and obligations between the parties involved. Seizure, as a last resort when a buyer fails to meet their obligations, cannot be carried out arbitrarily. Instead, Islam provides clear guidelines on how such seizures should be conducted, ensuring that they align with ethical values and justice.

In the context of credit sales, the initial agreement made between the seller and the buyer plays a crucial role. Transparency and clarity are paramount and must be prioritized (Johanis F. Mondoringin 2023). Contracts or agreements in Islam must include all the rights and obligations of both parties, including the consequences if one party fails to fulfill their commitments. Seizure of goods must be agreed upon in the contract as a form of guarantee against the buyer's inability to settle their debt or installments. Seizure can only be carried out if all the conditions stipulated in the contract have been met. In other words, the seller cannot unilaterally seize the goods without first giving a warning and providing the buyer with sufficient time to fulfill their obligations (Budiwati 2018).

However, this is where differences in views and practices often arise. In many cases, seizures are carried out unilaterally by the seller or credit institutions without giving the buyer adequate opportunity to resolve their obligations (Ariyanto, Purwadi, and Latifah 2021). This creates injustice and tension between the transacting parties. Islam teaches that every economic action must be based on justice, and this justice is not only about adhering to the terms of the agreement in a legalistic sense but also involves a

moral and ethical balance in managing rights and obligations. Seizure carried out disproportionately or excessively harming one party is not only seen as violating the principle of justice but also undermines the primary goal of Shariah transactions, which is to achieve mutual benefit.

The principle of justice in Islam goes beyond fulfilling legal rights; it also encompasses distributive and procedural justice. Distributive justice ensures that rights and obligations are proportionally shared based on the abilities and needs of each party (Margaretha and Santosa 2012). In the context of seizing goods, this means that the seller must consider the buyer's financial situation and seek solutions that do not unfairly disadvantage one party. For instance, if a buyer is facing temporary financial difficulties, Islam encourages the seller to grant leniency or reschedule payments as a form of empathy and social solidarity. This is based on the Qur'anic teaching that if the debtor is in hardship, the creditor should grant a respite until they are able to settle (QS. Al-Baqarah: 280).

On the other hand, procedural justice demands that the seizure process be conducted transparently and based on the principles previously agreed upon (Margaretha and Santosa 2012). There should be no elements of coercion, intimidation, or violence in the seizure process. The seller or credit institution involved must act in accordance with established procedures, including providing written warnings, engaging in negotiations, and attempting mediation before taking final action (Marpaung 2023). This is essential to ensure that seizure is not a hasty unilateral action but rather a last resort after all attempts at resolution have been exhausted. Thus, the process of seizure in credit sales can maintain a balance between the seller's right to reclaim their property and the buyer's right to be treated fairly and humanely.

Moreover, the concept of balance in seizure must also be viewed in the context of public benefit (*maslahah*). *Maslahah* is the ultimate goal of every Shariah transaction. In this regard, the seizure of credit goods should not be seen solely from the perspective of the seller's or credit institution's material gain, but also from its impact on the buyer's life and social stability. If seizure is carried out arbitrarily or inhumanely, it can result in greater harm, both to the individual concerned and to society as a whole. Therefore, the enforcement of rules in seizure must always align with Shariah principles that emphasize justice, balance, and public welfare.

Seizure of goods in credit sales according to Islamic law is permissible, but it must be conducted through a mechanism that is fair, transparent, and does not disproportionately harm one party. Seizure must be based on a mutually agreed contract, carried out through proper procedures, and take into account the buyer's financial situation and good faith. As a system that emphasizes the balance between individual and

societal interests, Islamic business ethics requires that seizure be conducted while maintaining moral integrity and the welfare of all parties involved. This reflects the teachings of Islam that emphasize harmony between justice, social responsibility, and human values in every economic transaction.

Ethics in Credit Asset Seizure

In the context of Islamic business ethics, the seizure of credit assets is a highly sensitive matter, as it involves various legal, moral, and social dimensions that must be carefully considered (Prasetyo and Fatimah 2022). As taught in the Qur'an and Hadith, business and economic transactions in Islam are not solely directed toward material profit but must be based on the principles of justice ('adl), balance, and beneficence (ihsan). These principles guide all economic activities, including resolving issues when there is a default in credit transactions.

Seizure of credit assets, from a Shariah perspective, should not be carried out unilaterally and without consideration of the debtor's circumstances. Islam teaches that in every transaction, particularly those involving credit, the seller or creditor is not only a party demanding their rights but must also consider the condition of the buyer or debtor who may be experiencing financial difficulties (Marpaung 2023). The principle of ihsan, which emphasizes kindness and generosity, underpins the behavior of the seller in such situations. When a debtor faces difficulties, Islam encourages the seller or creditor to provide leniency or extend the payment deadline. The Qur'an explicitly mentions in Surah Al-Baqarah, verse 280, that if the debtor is in hardship, the creditor should grant a respite until they are able to repay the debt. This guidance not only emphasizes the legal aspect but also imparts a deep moral dimension in handling credit issues.

Furthermore, in Islamic business ethics, the seizure of credit assets should not be carried out in a manner that disproportionately harms one party. Arbitrary or baseless seizure actions can lead to injustice and violate the principle of justice in Islam. Justice ('adl) in Islam is not just about fulfilling legal obligations but also about maintaining a proportional balance of rights and duties. Sellers or creditors dealing with a debtor who cannot pay should seek a fair and proportional solution, such as debt restructuring or finding alternative payment methods that do not overly burden either party. In many cases, such solutions may be more effective than immediate seizure, which often exacerbates problems for both parties (Kurniajati 2021).

The seizure of credit assets must also consider the social aspects. In Islam, business and economic actions are always viewed within a broader social framework. This means that the decision to seize credit assets should not only be viewed from the perspective of individual or institutional gain but also from its impact on society. For instance, the

seizure of a vehicle or home from a struggling family can have wide-ranging social impacts, such as increasing poverty or worsening the socioeconomic conditions of that family. Therefore, the seller or creditor must consider the social impact of the seizure and ensure that the action does not contradict the human values and social justice taught by Islam. Islamic business ethics emphasizes that social welfare should be the ultimate goal of every economic transaction, not just material profit (Isnain Fitri Auli Yanti et al. 2024).

Additionally, in the context of credit asset seizure, it is important to ensure that the process is conducted transparently and follows the agreed-upon rules. Islam places great emphasis on the importance of clear contracts in every transaction. In a credit sale contract, all terms and conditions, including the consequences of default, must be clearly explained and agreed upon by both parties. This clear and transparent contract forms the basis for carrying out a seizure if necessary. However, even with an agreed contract, the seizure must still be conducted ethically, considering the debtor's social and economic conditions. A seizure process involving violence, intimidation, or coercion is contrary to Islamic values and can undermine the integrity of the transaction (Liestyowati 2024).

Islamic business ethics also teaches that in cases of seizure, there should be efforts to achieve a solution that benefits all parties (win-win solution). This can be done through mediation, negotiation, or finding a middle ground that accommodates the interests of both the seller and the buyer. For example, if a seizure must occur, it is advisable for the seller to give the debtor an opportunity to redeem the seized goods in a way that is not overly burdensome or to sell the goods at a fair price so that the debtor does not suffer excessive losses. This principle aligns with the main objectives of Shariah (maqashid al-shariah), which emphasize the protection of wealth (hifz al-mal) and human welfare (Isnain Fitri Auli Yanti et al. 2024).

The seizure of credit assets in Islamic business ethics must be conducted with a balanced, just, and empathetic approach. Shariah law does provide room for seizure actions, but they must be carried out in accordance with the principles of justice, transparency, and social responsibility. This is a form of implementing the broader ethical values taught in Islam, which views transactions not just as a means to gain profit but also as a form of devotion to Allah and service to fellow human beings. With this approach, credit transactions in Shariah-compliant business are expected to proceed fairly and equitably, bringing broader benefits to all parties involved.

Repossession Mechanisms in Credit Sales from the Perspective of Islamic Law

The system of repossession in credit sales according to Islamic business ethics should begin with issuing a warning letter to the credit buyer, informing them that their payment is overdue or has exceeded the due date. After several warnings have been issued, the next step

may be to repossess the item purchased on credit (Hidayat et al. 2024). Forcible repossession by the creditor, such as seizing a motorcycle that is behind on payments or confiscating items in a home due to an unpaid debt, is considered an illegal action. Such forced repossession is akin to solving one problem by creating a bigger one or addressing a legal violation by committing an even more severe violation. A debtor who fails to pay off their debt, such as missing motorcycle credit installments, is indeed in breach of contract. In this situation, the creditor has the right to repossess the item that was handed over to the debtor (the motorcycle buyer) due to the breach of contract. On this basis, the creditor typically sends an employee (a collector) to repossess the item if debt collection efforts fail (Kurniajati 2021).

A debt relationship between a debtor and a creditor (seller and buyer, or the recipient of credit and a financial institution or bank) generally begins with an agreement (Wahid and Rohadi 2022). A motorcycle buyer who purchases on credit is a debtor entering into a sales contract with the creditor (the dealership). If the debtor breaches the contract by failing to fulfill their obligation to pay off the credit, then according to the agreed-upon terms and conditions, the creditor may cancel the agreement. With the cancellation of the contract, the creditor can reclaim the items that were handed over to the debtor. However, this cancellation cannot be done arbitrarily by the creditor; it must be done through a court ruling. Without a court ruling, there is no cancellation, and the creditor cannot repossess the items that were handed over to the debtor via the collector. If the creditor forcibly repossesses the item that was handed over to the debtor, such an action is considered illegal. Because the act of forced repossession by the creditor and the collector is a violation of the law, it can be considered theft (as defined in Article 362 of the Indonesian Criminal Code), which states: "Taking goods that are partially or entirely owned by another person unlawfully; such a legal violation entitles the motorcycle buyer to report the matter to the police (Rony A. Walandouw 2020)."

Therefore, according to Islamic Business Ethics, credit sales of motorcycles should not stipulate in the contract the repossession or withdrawal of the item if the credit cannot be fully paid off. This should not be allowed, as what is taken exceeds the outstanding debt. However, if the contract is void, then the seller is allowed to repossess or withdraw the item if the credit cannot be fully paid off, with the condition that the seller must return the amount already paid by the buyer according to the buyer's usage (the credit). This is because the void contract results in both parties having to return each other's rights. This is in line with what is explained by Muhammad Syatta in the book *I'ānah al-Thālibīn* (Abu Bakar n.d.).

Muhammad Syatta explains that anything obtained by a seller or buyer through a voided contract of sale must be returned to its rightful owner if the owner still exists. If the item is no longer available, compensation must be provided. This indicates that the execution

of a sale contract that is legally void is equivalent to having no contract at all, and therefore, the items sold must be returned, as explained by Syihāb al-Dīn Ahmad al-Qulyūbī in his work *Hasyiyyah Qulyūbi* ('Amirah n.d.).

Syihāb al-Dīn Ahmad al-Qulyūbī elaborates on a Fiqh principle applicable in sales transactions: "The ruling for a void contract is the same as the ruling for a valid contract in terms of payment or non-payment." Therefore, in the case of a voided credit sale, the goods must be returned to the seller, and the buyer is entitled to reclaim the amount paid after deducting the value of usage obtained before the goods are repossessed ('Amirah n.d.). As such, in a credit sale, if the contract does not specify the repossession or withdrawal of goods in the event of non-payment, such actions should not be taken if they exceed the outstanding debt. However, if the contract is void, the seller is permitted to repossess or withdraw the goods if the credit cannot be fully repaid, provided that the seller must return the amount already paid based on the buyer's usage (creditor).

It can be concluded that the permissibility of repossessing goods in credit sales according to Islamic business ethics depends on the execution of the contract. If the credit sale transaction is conducted according to the established conditions, the goods purchased by the debtor become the buyer's rightful property, fully owned even if the price has not yet been fully paid to the seller. However, if the transaction does not meet the requirements, such as if the credit sale contract includes a condition for repossession or withdrawal of goods and the price already paid is forfeited if the buyer fails to pay in full, then the sale transaction is considered void. In such cases, it is permissible to reclaim the goods sold to the buyer. The system of repossessing goods sold on credit in Mandala Ulee Gle, Pidie Jaya Regency, complies with Islamic law because the institution in Mandala Ulee Gle issues warning letters to buyers when their payment deadlines have been exceeded. The system of repossessing goods sold on credit according to Islamic business ethics is permissible and aligns with Islamic law because the credit sale transaction already includes a mutual agreement on the price between the seller and the buyer before they part ways, with the price and terms agreed upon by both parties. Such mutual consent allows the transaction to be considered valid, as Islamic law prohibits transactions that result in a one-sided loss.

IV. Conclusion

The repossession system in credit sales should employ a persuasive approach, emphasizing dialogue to find a middle ground (win-win solution) so that no party is harmed. If a customer is delinquent, the goods should not be immediately repossessed or seized. Initially, a warning letter should be issued to the customer up to three times, and if the customer is still unable to pay the installments, the repossession or seizure of the

credit goods may then proceed. According to Islamic business ethics, the repossession system in credit sales should first involve issuing a warning letter to the buyer when the payment deadline has been reached or exceeded. After several warnings have been issued, repossession of the credit goods may then be considered.

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