

**Development of a Progressive Hermeneutics Model in Sharia Economic Dispute
Resolution: A Case Study of the Majene Religious Court Decision Number
1/Pdt.G.S/2024/PA. Mj**

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Article Info

Received: 01-10-2025

Revised: 31-11-2025

Accepted: 01-12-2025

Keywords:

Legal hermeneutics, sharia economics, peace acts, maqāṣid al-syarī'ah, religious justice.

Abstract

This article presents a progressive hermeneutic model as an interpretive framework for resolving Sharia economic disputes, using a case study of the Majene Religious Court Decision Number 1/Pdt.G.S/2024/PA.Mj. This research is driven by the finding that the judge's hermeneutic approach in Sharia economic cases remains dominated by a legal-formal orientation, particularly in cases resolved through a peace deed. The standard clauses of Islamic banking, the limited scope for judicial interpretation, and the weak protection of vulnerable parties within the contractual structure indicate the need for a more responsive hermeneutic framework, grounded in the principle of substantive justice and based on maqāṣid al-shari'ah. Using normative-empirical methods, this study develops a progressive hermeneutic model grounded in three pillars: normative texts, socio-economic contexts, and the moral goals of Islamic law.

Keywords: *legal hermeneutics, sharia economics, peace acts, maqāṣid al-syarī'ah, religious justice.*

I. Introduction

The background of this research stems from the importance of religious courts as a forum for resolving Sharia economic disputes, especially after the enactment of PERMA Number 14 of 2016, which affirms their technical authority to resolve such cases. Therefore, Perma No. 14 of 2016 is expected to serve as a formal legal guide for religious justice officials in resolving Sharia economic cases, adhering to simple, fast, and low-cost judicial principles. (Pramudya, 2018). However, various studies indicate that law enforcement practices often adhere to formal legal standards but do not fully embody the principle of substantive justice, the primary objective of Sharia economic law. This suggests that a gap exists between the legal norms employed in law enforcement and the abstract values of justice that should serve as the foundation. (Jamaludin, 2025). This condition is clearly seen in the Decision of the Majene PA No. 1/Pdt.G.S/2024/PA. Mj, who ratified the peace deed containing details of customer financing obligations of Rp205,679,283.11, payment provisions in 18 installments, emptying of collateral without compensation, and prohibition of legal remedies on the sale of collateral. These facts show that there is an unequal contractual relationship and standard clauses that tend to benefit the bank as a financial institution.

The formulation of the problem in this study focuses on the central question: *How do judges apply legal hermeneutics in ratifying the peace deed of sharia economic disputes, and to what extent does the approach reflect the values of substantive justice and maqāṣid al-shari'ah?* This question is essential because a peace deed is often seen as the result of the parties' deliberations, even though its substance may contain potential injustices that the judge must carefully assess. This problem has also evolved into a derivative issue, namely, how judges interpret and assess penalty clauses, margin discounts, collateral sales mechanisms, and the prohibition of legal remedies within the context of the Sharia economy.

The research gap arises because previous studies have focused more on normative analyses of peace deeds or descriptive jurisprudence studies, without developing an interpretive model that judges can use to assess the suitability of the agreement's substance in relation to the principles of Sharia justice. In addition, the integration of modern hermeneutic theory, maqāṣid al-Shari'ah, and contractual analysis into a single methodological framework to explain judges' practice of ratifying peace remains an unexplored area in the study of Islamic law. The existing literature provides insight into each component separately but lacks a cohesive synthesis. For example, studies of peace in the context of Islamic economic law highlight that judges often do not directly refer to sharia sources, but rather align with agreements made by the parties involved, which are in line with Islamic norms of contract compliance but do not have maqā-sid analysis (Siregar & Suhardiman, 2022). The concept of maqāṣid al-Shari'ah, as explored by scholars such as al-Shatibi, emphasizes the preservation of essential values, including religion, life, intelligence, lineage, and property, which are crucial to the formation of legal agreements, including postnuptial contracts (Rafli et al., 2023). This framework could be applied to peace actions to

ensure they align with these higher goals. Furthermore, the application of *ijtihād maqāṣidi*, which involves deriving legal rulings based on higher Sharia objectives, offers a method for reconciling traditional *fiqh* with contemporary needs, suggesting a path to integrate *maqāṣid* into the ratification of peace (Kamali, 2025). The role of peace as a *maqāṣid* fundamental is underlined in Islamic texts, which advocate peaceful coexistence and conflict resolution, thereby informing the judicial process in promoting peace (Kamali, 2025). In addition, Jasser Auda's systemic approach to *maqāṣid*, which emphasizes adaptability and holistic understanding, could provide a framework for integrating modern hermeneutics and contract analysis into the practice of Islamic law (Irawan, 2022). Thus, this research is here to fill this void.

The purpose of this research is to develop a progressive hermeneutic model that judges can use to interpret the substance of peace agreements in Sharia economic cases. Academically, this research contributes by integrating legal hermeneutic theory, *maqāṣid al-sharī'ah*, and contemporary contract analysis as a new interpretive framework. Practically, this study provides a guideline for judges to assess the value of substantive justice in ratifying peace agreements, particularly when there are indications of unequal bargaining positions between banks and customers.

The novelty aspect in this study lies in three things: (1) the preparation of a progressive hermeneutic model based on three pillars—normative texts, socio-economic context, and sharia justice goals; (2) an in-depth analysis of the substance of the peace act that shows the pattern of standard clauses that have not been comprehensively studied in the context of sharia economic jurisprudence; and (3) the incorporation of normative-empirical approaches through decision analysis, interviews with judges, and contractual studies, which have not been widely used in similar research.

2. Research Method

This study adopts a normative juridical research approach supported by a literature review to analyze positive legal norms, legal principles, and doctrines in Sharia law and economics. The research relies on an in-depth review of scientific literature to examine the settlement of Sharia economic disputes in Indonesia (Hardiati et al., 2021), integrating primary legal materials—laws and regulations—with secondary sources such as books and scholarly journals to construct a comprehensive theoretical framework (Meriyati et al., 2023). Normative legal research focuses on library materials, including *nash*, *fiqhiyah* rules, and *ushul fiqh*, to identify applicable legal principles (Ridwan, 2021). This approach is appropriate because the ratification of peace deeds in Sharia economic disputes constitutes a normative-doctrinal issue that requires the interpretation of statutes, DSN-MUI fatwas, jurisprudence, and legal theory. The study applies statutory, case, and conceptual–hermeneutic approaches to assess legal norms, judicial reasoning, and substantive justice in light of *maqāṣid al-syarī'ah*. Legal

materials are collected through systematic library research and analyzed qualitatively using normative, hermeneutic, and comparative juridical methods.

3. Results and Discussion

A. Analysis of Research Decisions and Findings

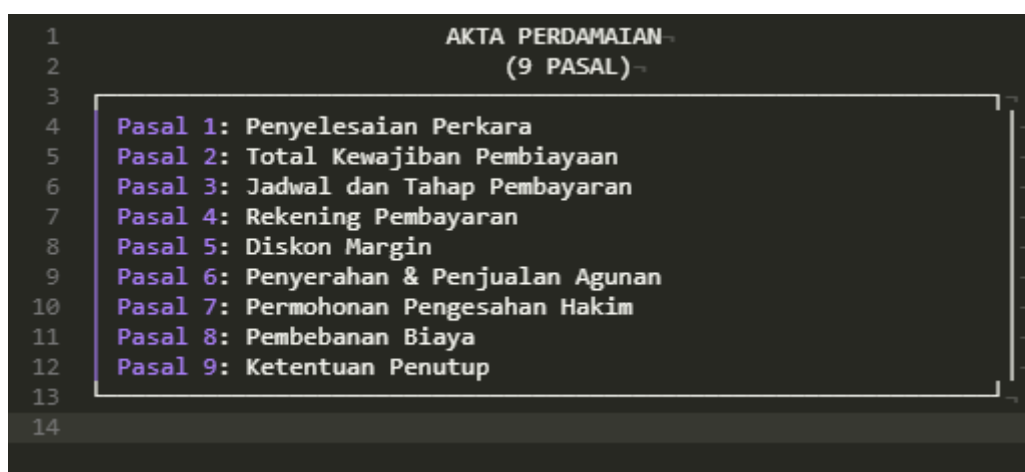
This section presents the findings of research and analysis conducted through a series of methodological approaches, including normative approaches, case studies, and legal hermeneutics. The focus of the analysis is on the essence of the Peace Act as stated in the Majene Religious Court Decision Number 1/Pdt.G.S/2024/PA. Mj, here are the implications for the guarantee of legal protection for customers in the context of Sharia economic disputes. The results of the study revealed that, although the peace deed is formally the result of an agreement between the parties, its substance reveals a standard clause that reflects the bank's dominant power and the debtor's helplessness in bargaining. In this framework, the application of progressive hermeneutics is crucial to achieving substantive justice for both parties to the dispute.

This study identified substantial disparities between banks and debtors, as well as the lack of optimal material testing conducted by judges in the ratification of peace deeds. This is in contrast to several other decisions of the Religious Court and the Supreme Court, which demonstrate a progressive tendency in evaluating the substance of peace.

1. Analysis of the Substance of the Peace Act

I. Financing Obligations and Debt Structure

Picture 1. Structure of the Peace Act in Decision 1/Pdt.G.S/2024/PA. Mj



Source: Processed from PA Majene Decision No. 1/Pdt.G.S/2024/PA. Mj (2024).

Figure 1 provides a visual representation of the structural content of the Peace Act as stipulated in Decision Number 1/Pdt.G.S/2024/PA.Mj, which serves as an essential analytical

entry point for assessing the parties' legal position in a Sharia financing dispute. The visualization indicates that Articles 2, 3, and 6 play a dominant role in determining the debtor's legal standing, as they regulate the core elements of the agreement. These provisions govern the total amount of financing obligations, the agreed payment mechanism and schedule, and the procedures for the delivery and sale of collateral. Collectively, they illustrate the agreement's architecture and clarify the composition of the financing obligations, including principal debt, profit or margin, and late-payment penalties.

From a normative standpoint, the determination and composition of financing obligations within a peace agreement must conform to the legal framework established by Law No. 21 of 2008 on Islamic Banking. This law requires that all forms of remuneration—whether profit margins, *ujrah*, or administrative fees—be clearly specified, definite in value, and free from *gharar* to ensure transparency and Sharia compliance. (Wicaksono & Arifin, 2024; Muhammad, 2022). This requirement is consistent with DSN-MUI Fatwa No. 04/2000 on Murabahah, which mandates that profit margins be agreed upon at the outset, remain unchanged, and be transparently disclosed to customers. Such principles distinguish Sharia financing from interest-based practices and reinforce transparency, trust, and funding ethical practices. (Arifin, 2023; Haq et al., 2024). Consequently, the visualized structure of the peace deed becomes a critical basis for evaluating compliance with transparency, legal certainty, and justice as fundamental pillars of Sharia economic law.

Table 1. Details of Financing Obligations in the Peace Act

Component	Value (Rp)
Principal Debt	169.606.992,95
Margin	30.365.267,09
Penalty	5.707.023,07
Total	205.679.283,11

Source: PA Majene Decision No. 1/Pdt.G.S/2024/PA. Mj (2024).

Table 1 details the financing obligations, including principal debt, margin, and penalties, with a total liability of IDR 205,679,283.11. The margin charged to the debtor amounts to Rp30,365,267.09; however, the table does not explain the calculation method or the basis for its determination. Normatively, this lack of explanation potentially introduces *gharar*, as it contradicts the transparency principle fundamental to murabahah contracts. Sharia economic literature emphasizes that murabahah requires clear disclosure and mutual understanding of profit margins to prevent injustice and abuse of power, given its cost-plus-

sale structure (Marzuki & Marzuki, 2024; Mukarromah et al., 2024). Such transparency is both an ethical and legal requirement under Sharia law, which mandates clarity and mutual consent in financial transactions (Mahmudah et al., 2025). It is reinforced by the maqashid sharia approach, which prioritizes public interest and fairness (Faizin & Djayusman, 2023). Additionally, the Rp5,707,023.07 penalty component is unexplained regarding its purpose and allocation, contrary to DSN-MUI Fatwa No. 17/2000 and OJK Regulation No. 30/POJK.05/2014, which prohibit penalties as profit instruments and require their allocation to social funds (Hanifuddin, 2020; Islami & Maulida, 2022). This indicates persistent misalignment between DSN fatwas and Islamic banking practices, necessitating stricter judicial supervision.

ii. Installment Scheme and Fairness of Payment Schedule (based on Table 2)

Table 2. Installment Payment Schedule (April 2024 – September 2025)

Moon	Payment Nominal (Rp)
April – June 2024	32,500,000 / month
July 2024 – August 2025	7,100,000/month
September 2025	8.779.283,11

Source: PA Majene Decision No. 1/Pdt.G.S/2024/PA. Mj (2024).

The installment schedule in the peace deed, shown in Table 2, demonstrates a markedly uneven distribution between the initial and subsequent periods. During the first three months, the debtor must pay IDR 32,500,000 per month, which then decreases sharply to IDR 7,100,000 per month from July 2024 to August 2025, before a final payment of IDR 8,779,283.11 in September 2025. This structure concentrates the financial burden at the outset, which Islamic banking literature considers inconsistent with principles of reasonableness and the debtor's ability to pay. Sharia finance emphasizes fairness, transparency, and the avoidance of undue hardship in financial obligations. (Herianti et al., 2025; Nurfazilah et al., 2025). Although payment restructuring is commonly used to align obligations with debtors' capacities (Widyaningrum & Hanifuddin, 2022) The heavy initial burden in this case contradicts Sharia compliance and fair risk distribution. (Emilia, 2024; Husmajjar et al., 2023; S & Kamal, 2024). Normatively, PERMA No. 2 of 2015, as amended by PERMA No. 4 of 2019, requires judges to prevent unequal peace agreements. However, the Majene Religious Court decision reflects a formalistic review, overlooking substantive justice, underscoring the need for a reasonableness test in Sharia economic simple lawsuits.

2. Analysis of Collateral Clauses and Debtor Protection

One of the most important aspects is Article 6, which addresses the delivery of collateral when the promise injures the debtor. Banks are given full authority to determine prices and execution methods, while debtors are obliged to vacate the house without compensation and are prohibited from filing legal remedies.

Picture 2. Comparison of the Collateral Execution Process According to the Law on the Rights of Dependents vs the Peace Act

1	UU HAK TANGGUNGAN 4/1996		AKTA PERDAMAIAN
2			
3	Penetapan Harga: Appraisal	vs.	Harga ditentukan bank
4	Mekanisme: Lelang resmi		Lelang/jual bebas
5	Hak Debitur: Ada		Hak Debitur: Ditiadakan
6	Upaya Hukum: Diperbolehkan		Upaya Hukum: Dilarang
7			
8			

Source: Researcher Analysis (2024).

Figure 2 compares the collateral execution mechanism regulated under Law No. 4 of 1996 on Mortgage Rights (UUHT) with the procedure stipulated in the peace deed. Under the UUHT, collateral execution must be preceded by an independent valuation to determine an objective market price. It must be conducted through a State auction to ensure transparency, accountability, and protection of the debtor's rights. Although Article 6 of the UUHT grants creditors holding the first mortgage the right of *parate executie*, this authority must be exercised in accordance with principles of openness and proportionality to prevent arbitrary actions. In contrast, the peace deed grants the bank unilateral authority to determine the collateral's selling price, select the method of sale—either auction or private sale—and require the debtor to vacate the property without compensation.

Such provisions deviate from fundamental principles of guarantee law and raise serious concerns from both Sharia and consumer protection perspectives. Previous studies emphasize the need to align guarantee arrangements with Sharia principles of justice and equality (Sumiati et al., 2024), while highlighting debtor vulnerabilities arising from formal deficiencies in mortgage arrangements. (Pariyono et al., 2024; Rohman et al., 2025). The widespread use of standard clauses that undermine debtor protection further exacerbates this imbalance. (Nugrahaningsih et al., 2023; Wibisono et al., 2025), and although fiduciary guarantees are permissible, they must be carefully managed to remain Sharia-compliant (Atsar, 2022). Recent Constitutional Court developments reinforce the necessity of judicial oversight in execution processes. (Karelina et al., 2022).

Moreover, the peace deed contains a clause prohibiting the debtor from pursuing legal remedies, which contradicts Article 28D paragraph (1) of the 1945 Constitution and Article 1337 of the Civil Code. Supreme Court jurisprudence confirms that such clauses are null and void. Consequently, judges must conduct substantive reviews to prevent ratification of agreements that generate structural injustice in Sharia economic disputes.

3. *Hermeneutic Analysis of Judges' Considerations*

The judge's consideration demonstrates the predominance of the legal-formal approach, which relies solely on Article 154 of the RBg and the PERMA of Simple Lawsuits. There is no substantive assessment of the material justice of the peace act.

i. *Limitations of Textual Approaches*

In considering judgments, judges tend to apply a textual approach that focuses on fulfilling the law's formal requirements. This model is less relevant to Sharia economic dispute resolution. Supreme Court Regulation (PERMA) Number 14 of 2016 concerning Procedures for Resolving Sharia Economic Disputes mandates judges to have a deep understanding of sharia principles, transactional justice, and *maqāṣid al-syarī'ah*.

The settlement of sharia economic disputes in Indonesia, as mandated by Supreme Court Regulation (PERMA) Number 14 of 2016, requires judges to have a deep understanding of sharia principles, transactional justice, and *maqāṣid al-Sharī'ah*, which emphasizes contextual interpretation over a purely textual approach. The regulation emphasizes the importance of judges actively engaging in mediation and peace efforts, as outlined in the procedures for settling Sharia economic disputes, which encompass both ordinary and straightforward legal claims, as well as methods of peace and arbitration in Islamic law (Faras et al., 2023). The effectiveness of these resolutions, however, is often hindered by the lack of specialized judges and their passive role, which sometimes leads them to focus solely on procedural formalities rather than actively seeking resolutions that align with Sharia principles (Rafki & Madjid, 2024). The application of legal hermeneutics, as discussed by Gadamer and Fadl, is crucial in this context, as it facilitates a deeper contextual understanding of legal texts, which is particularly important in cases involving complex power dynamics and hybrid contracts (Zahro et al., 2024). Despite the absolute authority of religious courts in dealing with these disputes, challenges remain, especially in areas such as bankruptcy, due to inadequate legal instruments and the public's preference for commercial courts (Romlah, 2023). Principles of *maqāṣid al-Sharī'ah*, which aim to guarantee justice and benefit to all parties, are crucial in guiding judicial decisions, as demonstrated by cases in which judges have upheld these principles to protect property and contractual fairness (Syahroyat et al., 2025). However, current judicial practices often fail to achieve legal certainty and justice, as they sometimes fail to fully integrate Sharia principles, leading to decisions that fall short of expectations of justice and equality (Huda et al., 2024). The historical context of sharia dispute

resolution, which encompasses judicial and non-judicial methods such as mediation and arbitration, continues to influence contemporary practice, offering an alternative path to dispute resolution that aligns with both classical and modern Islamic legal frameworks (Sulistiyaningsih & Loyal, 2024). The capacity of judges to effectively resolve Sharia economic disputes is essential, as it requires a comprehensive understanding of Sharia economics and the ability to apply legal reasoning that respects the unique aspects of Sharia contracts (Fathor et al., 2024; Guntara et al., 2023).

ii. *The Need for a Progressive Hermeneutics Model*

Picture 3. Progressive Hermeneutics Model in Sharia Economic Dispute Resolution



Figure 3 illustrates a progressive hermeneutic model that functions as the main analytical framework of this study. The model integrates three interrelated components: normative legal texts, the socio-economic context of the disputing parties, and the principles of maqāṣid al-sharī'ah. Normative texts include positive legal instruments such as the Sharia Banking Law, Supreme Court Regulations (PERMA) on the settlement of Sharia economic disputes and simple lawsuits, the Compilation of Sharia Economic Law (KHES), and DSN-MUI fatwas as authoritative references in Islamic financial transactions. The socio-economic component emphasizes the empirical reality of disputes, particularly the imbalance in bargaining power between banks, as financially and institutionally strong entities, and debtors, who occupy a more vulnerable position. The third component, maqāṣid al-sharī'ah,

provides an ethical foundation that prioritizes justice, protection of property, and the prevention of harm in interpreting contractual arrangements.

The integration of these three dimensions establishes a comprehensive framework for resolving Sharia economic disputes in Indonesia. Normative texts provide binding legal guidance and promote deliberative dispute resolution. (Nurjaman & Witro, 2022), while socio-economic analysis exposes structural inequalities that require equitable solutions (Sulistiyarningsih & Setiyawan, 2024). Maqāṣid al-sharī'ah serves as a moral compass, strengthening public trust and advancing social welfare. (Saphira et al., 2025; Wahab, 2022). Accordingly, judges are encouraged to move beyond formal textual analysis and adopt a substantive, justice-oriented interpretive approach.

Table 3. Comparison of Sharia Norms and the Substance of the Peace Act

Aspects	Shariah Norms & Positive Law	Contents of the Peace Act	Conformity Analysis
Financing Margin	Fixed margin (Law 21/2008, Fatwa DSN 4/2000)	A margin of more than IDR 30 million, but the basis for calculation is not explained.	Lack of transparency, prone to <i>gharar</i>
Penalty (Ta'widh/Gharamah)	Only for moral hazard, funds are channeled to social (Fatwa DSN 17/2000)	Penalty of IDR 5.7 million is combined with the total obligation	It is not clear that it is allocated to social, prone to violating Sharia
Collateral Execution	Must be transparent; the price is determined by appraisal (Law HT 4/1996)	Prices and ways are determined unilaterally by the bank	Deviating from the HT Law and the principle of justice
Debtor's Rights	Have the right to know the price, process, and the rest of the auction proceeds.	Obligated to vacate the house without compensation, without the right of objection	Violating the debtor's protection principle
Legal Remedies	Constitutional rights of citizens (1945	The debtor is prohibited from	Unconstitutional Clause

Aspects	Shariah Norms & Positive Law	Contents of the Peace Act	Conformity Analysis
	Constitution Article 28D)	taking any legal remedy	
Contractual Fairness	There should be no <i>zulm</i> and inequality (maqāsid al-syarī'ah)	Standard contract offered unilaterally	Does not reflect substantive voluntariness
Duties of Sharia Judges	Must assess the substance to comply with Sharia (PERMA 14/2016)	The judge only confirmed without a substantial study	The need for a progressive hermeneutic approach

Table 3 provides a comparative assessment of Sharia principles and positive law in relation to the content of the Peace Act, highlighting their level of conformity. Regarding financing margins, Law No. 21 of 2008 and DSN-MUI Fatwa No. 04/2000 require that murabahah margins be clearly determined, fixed, and agreed upon at the outset. However, the Peace Act stipulates a margin exceeding Rp30 million without explaining how it is calculated, creating potential gharar. Regarding fines (ta'widh/gharamah), DSN-MUI Fatwa No. 17/2000 permits their imposition solely to prevent moral hazard, with proceeds allocated for social purposes—the inclusion of a Rp5.7 million fine as part of financing obligations without clarification risks commercialization.

With respect to collateral execution, positive law mandates public auctions and independent valuation, whereas the peace deed grants banks unilateral discretion, undermining transparency and debtor protection. (Hidayat, 2023; Siahaan et al., 2024). The absence of APHT in certain practices further weakens legal safeguards. (Rohman et al., 2025). Moreover, clauses that prohibit legal remedies violate Article 28D(1) of the 1945 Constitution. Given PERMA No. 14 of 2016, judges must conduct substantive reviews; therefore, a progressive hermeneutic approach is required to ensure that decisions are Sharia-compliant and substantively just.

4. Comparison with Other Verdicts

Table 4. Comparison of Similar Decisions in Religious Courts and the Supreme Court

Yes	Verdict	Root Issues	Judge's Attitude	Relevance to the Majene Decision
1	PA Kendari No. 23/Pdt.G.S/2023	Murabahah Financing Peace Act	Judge rejects clause prohibiting legal remedies	Demonstrate that the judge can assess the substance of the agreement
2	PA Makassar No. 51/Pdt.G/2022	Collateral execution without appraisal	The judge requested revisions to the clause and the appraisal price.	Affirming the importance of debtor protection
3	MA No. 307 K/Ag/2019	Standard financing clauses	The Supreme Court stated that the standard clause can be cancelled if it harms the debtor.	Relevant: The Majene Peace Act clause could be detrimental.
4	PA Parepare No. 11/Pdt.G.S/2021	Prohibition of legal remedies in peace	The judge refused because it was contrary to the 1945 Constitution	Supporting the argument of the invalidity of the Majene clause

Source: Directory of MA & PA Decisions, Processed by Researchers (2024).

Table 4 compares several key decisions of the Religious Courts and the Supreme Court that are closely related to the issues arising in the Peace Act examined by the Majene Religious Court. The Kendari Religious Court Decision No. 23/Pdt.G.S/2023 demonstrates a judicial stance rejecting peace clauses that eliminate legal remedies, because such provisions violate constitutional rights and require substantive judicial scrutiny. Similarly, the Makassar Religious Court Decision No. 51/Pdt.G/2022 refused collateral execution without an independent valuation and ordered revision of pricing clauses to ensure transparency and debtor protection, in line with the Mortgage Rights Law. At the Supreme Court level, Decision No. 307 K/Ag/2019 affirms that standard clauses may be annulled if they create a significant imbalance and harm debtors. The Parepare Religious Court Decision No. 11/Pdt.G.S/2021 also rejected clauses prohibiting legal remedies as unconstitutional. In contrast, the Majene Religious Court adopted a formalistic approach by ratifying the peace deed without substantive evaluation. This comparison underscores the need for reform toward a more progressive judicial approach in Sharia economic simple lawsuits.

5. Conclusion

This study found that the contents of the Peace Deed in the Majene Religious Court Decision Number 1/Pdt.G.S/2024/PA. The Ministry of Justice contains several provisions that are contrary to positive law and Sharia principles. This discrepancy primarily concerns profit margin transparency, the imposition of fines, the procedure for implementing guarantees, and the restriction of the right to seek legal remedies. Through a normative analysis of various laws and regulations, fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), and previous court decisions (jurisprudence), it was revealed that the agreement did not fully reflect fairness in the contract and still showed a considerable imbalance of power between the bank and the debtor. This study employs a progressive hermeneutic approach to argue that judges should not only examine the formal aspects of an agreement, but also assess its substance. The aim is to ensure that the agreement aligns with the principles of maqāṣid al-sharī'ah (the objectives of Islamic law) and to safeguard the constitutional rights of all parties involved. The findings of this study have significant implications for the development of the law, as they highlight the need to enhance the practice of ratifying peace agreements in the context of simple lawsuits within the Sharia economy. In addition, these findings encourage a renewed judicial approach that is more sensitive to substantive justice and the protection of debtors in sharia-based financial transactions.

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