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ANALYSIS OF TABAROK FINANCING BASED ON MUDHARABAH AGREEMENT IN TSQ COOPERATIVE

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Abstract: This study aims to analyze Tabarok financing from the perspective of mudharabah financing contracts at KSPPS Tabarok Shohibul Qorib Pamekasan. This research approach is an object of *field research* using a qualitative approach, which is a research procedure that produces descriptive data in the form of written or spoken words from people and observable behaviors. In this case, the researcher uses a qualitative approach because the research approach is directed to achieve the goal of obtaining an in-depth explanation of the application of a theory. So it is required to use more inductive thinking. Based on the results of research on the application of tabarok financing with the mudharabah scheme in the review of fiqh muamalah at KSPPS Tabarok Shohibul Qorib Pamekasan as follows: *first*, the mechanism for determining profit sharing in Tabarok financing products is based on the formula for calculating the results of observations in the field that has been determined by KSPPS TABAROK TSQ, The ratio of profit sharing of tabarok breeding is 20% for cooperatives while 80% share for customers is taken infaq shodaqoh 2.5% Profit sharing calculation system applied by KSPPS TSQ in products is using *the profit* principle (profit sharing calculation based on sales and/or gross income from business after deducting costs). *Second*, regarding the period of daily return of capital (savings), fiqh experts argue about the limitation of *the period of mudharabah*. Some scholars argue that the existence of time (daily) restrictions can prevent entrepreneurs from developing their businesses so maximum profits from these activities are difficult to achieve. However, other scholars argue that financiers and businessmen may have reached agreement on this.
Keywords: Tabarok Financing, Mudharabah, Contract

INTRODUCTION

Mudharabah is a financing product that uses the concept of a collaborative effort between two parties, where the first party acts as the owner of the fund (*shaibul times*) and provides all the capital (100%), while the other party is the business manager (mudharib) (Rahman & Ashari, 2020). Technically, mudharabah is a for-profit partnership, where one party (*shahibul mal*) provides capital and other parties (*mudharib*) to provide a good workforce *Landing* or *Funding*. Some fiqh scholars, such as the Hanafi and Hanbali scholars, use the term mudharabah, while the Maliki and Shafi'i scholars use the term *Qiradh*. (Andiyansari 2020). It can be said that the Prophet and several companions were involved in the sharing of the Prophet. According to Ibn Taymiyah, the jurists declare it halal *Mudharabah*, based on certain narrations attributed to some Companions but there is no authentic hadith about the Prophet. (Ramin, n.d.).

Mudharabah in the Fiqih Perspective is one of the partnership contracts in Islamic finance, this contract consists of two parties, the first is the *shohibulul mal* or capital owner and provides capital which then entrusts the money to the second party, called *mudharib* (business owner or labor) to then manage the capital into a profit-generating business. If the business suffers a loss, then the loss is borne by the owner of the capital as long as the loss is not due to the negligence of the manager (Yusmalinda 2022).

According to Sayyid Sabiq, *Mudha-rabah* is a contract between two parties for one of the parties to spend a certain amount of money to be traded on the condition that the profits are divided in half according to the agreement. Along with the changing times, the practice of mudharabah is still practiced to this day. In general, mudharabah contracts are widely used for fund collection and financing products in Sharia financial institutions (Kadir & Rahman, 2022). Islamic financial institutions implement a profit-sharing system as the basis of their operations with a profit-sharing revenue mechanism applicable to participation products, both comprehensive and inclusive As a form of corporate business (cooperation) (Islami2021).

However, it turns out that not all financial institutions use contracts with *Mudharabah* per the concept of fiqh rules As well as Sharia Financial Institutions (LKS) that apply the concept of *Mudharabah* in financing. This is due to the low level of literacy (Rahmatina A. et. al, 2023) of Islamic bank customers regarding the concept of profit-sharing contracts (*Mudharabah*) who have an understanding that the mudharabah contract is very risky to the customer. In addition, the customer acts as a business manager (*mudharib*)asking for guarantees or collateral that are perceived to be the same as conventional banks because for them they have a relationship between debtors and creditors. (F. Rahman, 2023).

The National Sharia Council (DSN) is an institution that consists of scholars, practitioners and experts in their fields, who are given the task of instilling Sharia values in the products run by the LKS and monitoring all transactions implemented in the LKS. The application of collateral in mudharabah financing is based on the fatwa DSN No. 0 7 DSNMUI/IV/2000. The existence of collateral, which is not basically an obligation, in the process actually becomes a necessity when customers want to get financing. The concept of mudharabah contract is meant by fiqh, where the relationship between shahibul maal and mudharib is a trustworthy relationship, meaning that mudharib is a person who is trusted by shahibul maal, then there is no guarantee in the mudharabah contract (Rahman & Pratikno, 2022).

The Tabarok Shohibul Qorib Sharia Savings and Loan and Financing Cooperative (TSQ) is one of the financial institutions that carries out its business activities based on sharia principles. The Tabarok Shohibul Qorib Sharia Savings and Loan and Financing Cooperative (TSQ), better known as TABAROK, has the slogan Sharia Towards Blessings with the aim that its products can provide blessings in accordance with sharia, as well as financing (Tabarok (mudarabah), Murabahah, Musyarakah), and savings (Rahn, Mudharabah Deposits, Wadi'ah). The most superior TSQ product today is the financing of TABAROK (Barokah Savings Without Collateral) which contains a mudharabah contract. Tabarok is financing that is distributed to people who have micro, small and medium enterprises. TSQ Pamekasan has provided convenience for tabarok financing, one of which is without collateral which is one of the attractions of customers (Ramin et al., 2024).

Tabarok Financing is one of the products at TSQ that uses a very superior Mudharabah (profit sharing) scheme that provides solutions for small entrepreneurs in obtaining cash or business capital needs and to make it easier for MSMEs not to be entangled in conventional loans. Which in the financing applies the mudharabah contract. Currently, Tabarok financing is growing rapidly at TSQ, one of the reasons is because without using collateral and there is cash back at the end for customers, this is shown by the number of Tabarok customers which continues to show an increase for four years, namely in 2020 from the first establishment until now. This also shows that approximately 40 percent of the number of corporate customers at TSQ Pamekasan are customers of Tabarok financing, then with this mudharabah contract, the first party and also the customer both get profit sharing at the end if the customer pays according to the set tempo (Rahman & Handayati, 2023). Based on the above background, the author is interested in analyzing the application of mudharabah contracts in tabarok financing and installment payment procedures in tabarok financing at KSPPS TSQ.

Mudharabah financing without collateral is very important in sharia financing. There are two parties who work together in the mudharabah contract. One side provides capital (*shahib al-mal*), and the other provides work and expertise (mudharib). Mudharabah financing without collateral allows business actors, especially those who cannot provide collateral, to get financing. This can encourage financial inclusion and allow business sectors that may struggle to meet conventional collateral requirements to obtain financing. In addition, mudharabah financing without collateral can also be an option in accordance with sharia principles for people who want financing without certain guarantees. On this basis, the researcher tries to find out about the effectiveness of Tabarok products as mudharabah financing without collateral and the implementation of tabarok financing based on the perspective of fiqh muamalah, with the title "Analysis of Tabarok Financing from the Perspective of Mudharabah Contracts in Savings and Loan Cooperatives and Sharia Financing of Tabarok Shohibul Qorib (TSQ)".

METHOD

In completing this research, the researcher used a qualitative type of research. The location in this study is the KSPPS TSQ office located in the city of Pamekasan JL. Brawijaya NO.32 Kelurahan Jungcangcang Pamekasan. The data collected is in the form of data derived from interview scripts, documents, research notes and other supporting documents. The data sources used as input in this study are primary data and secondary data:

1. Primary Data is data that is directly obtained from the first source and processed directly by the researcher. In this study, what is included in primary data is data obtained by direct interviews with related parties, especially the tabarok financing section.
2. Secondary Data is data obtained by researchers from existing sources. Data secondary can be in the form of documentation, notes, literature books, and other data related to the discussion of the problem being researched (Fauji et al., 2021).

The steps taken in analyzing the data are as follows:

a. Record all data when conducting interviews with sources.
b. The interview results were analyzed using descriptive notes.
c. Document the data obtained by taking samples or forms related to the research.
d. Re-examining the results of the study and concluding.

RESULT AND DISCUSSION

Mechanism for Calculating *Mudharabah Contracts* in Tabarok Financing at Tabarok Shohibul Qorib Sharia Savings and Loan and Financing Cooperative (TSQ)

The pamekasan tabarok shohibul qorib (TSQ) sharia savings and loan and financing cooperative is centered in the city of pamekasan JL. Brawijaya NO.32 Jungcangcang Pamekasan Village. officially ratified by the Ministry of Law and Human Rights of the Republic of Indonesia with Decree Number: AHU-0003628. AH.0126 OF 2020 dated May 18, 2020, and inaugurated by the Regent of Pamekasan on August 3, 2020 which is a financing company that provides capital for MSME entrepreneurs.

Tabarok Financing is a product provided by KSPPS TSQ for micro businesses that need funds to develop their businesses. The mechanism for calculating the mudharabah contract in tabarok financing at KSPPS Tabarok uses two mechanisms at once, namely: Estimated income and income rell, but more dominant to the income rell is done when the weather is not favorable or the customer's circumstances do not allow selling, then the income rell will be minimal or do not get income at all, then it will use the income estimation method, namely by generalizing or not mandatory deposit for a while time, but so far in KSPPS Tabarok 99% more use income rell.

The conditions for taking tabarok financing are:

1. Have a daily productive business that runs for more than one year.
2. Prepare daily deposits (taken by officers).
3. Have a clear ID card and KK.

4. No business letter is required.
5. No collateral.

Tabarok financing at KSPPS TSQ Pamekasan uses the *Mudharabah* scheme inside, in this financing, TSQ plays an important role in supplying funds, namely as *a mall sohibul* while customers play the role of *mudhorib*. This financing uses a profit-sharing system per sharia, namely the *mudharabah* contract which is taken from the profits saved every day. The financing is at least Rp. 1,000,000 and a maximum of 5,000,000 on the initial loan, while for subsequent loans you can apply for up to 5,000,000 and above.

According to Masse (2010), in fiqh, mudharabah is someone who gives capital to an entrepreneur or employee to be used in the business on the condition that the profit is shared following the agreement stipulated in the contract. In this case, KSPPS Tabarok as the *shahibul maal* party, while *Muhdarib*'s customer, namely as a business manager, will, time, mind, and energy to manage the business per the provisions stipulated in the contract. Managerially, this contract uses the concept *of profit and loss sharing* (profit sharing and risk sharing), (Srisusilawati et.al, 2017) from each of those who are collaborating according to the portion of their involvement.

Daily profits with the savings model that are a provision for KSPPS Tabarok are a very crucial issue, due to a relatively short time. Thus, mudharabah contracts are equity *financing*, (Koni et al. 2021) in the context of capital fulfillment, which is different from other debts. On the other hand, when the return of capital is based on daily savings, the preoccupation with the concept of *profit and lost sharing, which is based on the interpretation of the law that has developed in response to the prohibition of usury, will increasingly lose its meaning, due to the relatively short period of return on capital (daily savings).*

Period, according to Almahmudi (2020), fiqh experts argue about the limitation of *the period of mudharabah*. Some scholars argue that with the time limit for the validity of the contract, the contract is void because it can prevent entrepreneurs from developing their business, making it difficult to achieve maximum profits from the activity. However, other scholars argue that financiers and businessmen may have reached agreement on this.

The concept of profit sharing of tabarok savings

According to the fatwa of the National Sharia Council No. 15/DSN-MUI /IX/2000 concerning the principle of business profit sharing in Islamic financial institutions, it is basically permissible to use the principle of profit sharing *(net revenue shariang)* and profit sharing *(Profit Sharing)* in the division of partners' (customers) business from the current benefits *(al aslahah),* the distribution of business results should use profit sharing *(net revenue* *sharing).* Meanwhile, the meaning of profit sharing according to KH Zamzami Amin is the distribution of business results between bank capital and customers as business managers. Profit sharing according to legal sharia is legal, but if you look at the context of profit sharing contained in the financing *of mudharabah contracts* by contract, it is per Islamic rules, but in terms of profit sharing, the bank is more dominant and the customer does not have too much authority to determine the distribution. Because this has been included in the regulation of the bank itself, for example, in practice profit sharing, there is a profit sharing and the percentage is 70% and 30% for customers, there has never been a profit sharing share of the percentage of 50%:50%, so here there is emphasis and examination.

Meanwhile, based on research data obtained from the resource persons, the profit-sharing ratio set at KSPPS Tabarok is 20% for cooperatives and 80% for customers. In addition, the profit shared between the corporation and the customer will be deducted by 2.5% with the intention of purifying the fortune obtained from the customer's business so that the corporation and the customer both get the results at the end. Meanwhile, Tabarok financing at KSPPS is a profit-sharing concept, namely using *profit/loss sharing* (a profit-sharing calculation based on sales and/or gross income from the business after deducting costs). For example, in daily sales, customers get an income of 100,000, the cooperative does not ask for full income, only takes 30,000 according to the agreement at the beginning, and after the cooperative still shares the proceeds again. Tabarok financing customers whose business goes out of business or goes bankrupt but the customer does not run away, the bank will still provide relief, namely, the customer only needs to pay the principal.

In general, Tabarok financing customers complete financing or repayment of financing until maturity, but there are some customers who repay financing before the maturity time. As with 90 days, which is only making repayment of financing, the customer does not get cash back at the end. Customers who get cash back at the end are customers who make deposits during the set maturity. In the calculation of Tabarok financing deposits, it is influenced by the amount of business capital submitted by the customer. Nasabaha pays the instalment per day for 6 months or once a week according to the decision between the customer and the company and if the customer is unable to pay the instalments, it will be paid in the next instalment.

The percentage of profit sharing in the calculation of Tabarok financing installments is:

Example:

A KSPPS TSQ customer has a business selling fried rice and wants to develop his business by applying for Tabarok financing of Rp.3,000,000, then the installments are:

3,000,000x1,5%= 45,000\day

45,000x25= 1,125,000\month,

Customer savings for 6 months 1,125,000x6= 6,750,000\6 months Infaq shadaqoh, 45,000 x 2.5% = 1,125\day,

1.125x25 = 28.125\month

28.125x6 = 168.750\6months

Share of corporate and customer revenues: 6,750,000–168,750 = 6,581,250 Corporation: 6,581,250 x 20 % = 1,316,250\6 months

Customers: 6,581,250 x 80 %= 5,265,000\6 months Corporate profit: 168,750+1,316,250=1,485,000

So, the customer's profit obtained after the completion of the financing is: Rp.5,265,000 – Rp.3,000,000 = Rp.2,265,000 as cash back for customers.

The process of Tabarok financing at KSPPS TSQ Pamekasan from submission to disbursement is as follows:

a. Customers come to the bank to meet the Tabarok section to convey their purpose of applying for Tabarok financing.
b. Customers fill out the Tabarok financing application form.
c. The customer submits a copy of the spouse's ID card and KK (Family Card) along with the completed application form to the Tabarok section.
d. The Tabarok section checks the form filled out by the customer and checks the completeness of other requirements.
e. AO will conduct an analysis of customers by surveying the customer's place of business and input survey results in the application that has been provided by the company.
f. The admin will input the customer's data for filing.
g. When the customer is deemed suitable by the bank to be given Tabarok financing, there is a contract in which there is a capital negotiation and which is agreed upon by both parties.
h. After completing the contract between the company and the customer, the company will disburse the Tabarok financing and the customer will receive capital for the business.

Mudharabah

The word *Mudharabah* comes from the word ضربيضبضرب which means to move, share and hit and others (this word includes the word *mustararak* which has a meaning), then get *ziadah* (additional) *alif* so that it becomes مضاربيضاربضارب which means to move, go to each other, share or hit each other. Mardani, 2015) *Mudharabah* linguistically originates from the word *dharb* (go) which means to walk on the face of the earth, the term is the language of the Iraqi people while the people of the Hijaz call it the term *qiradh* or *muqorodhah.*(M.H.I, 2021).

In terms of the terminology *of mudharabah or qiradh* is put forward by several scholars as written by Suhendi, (2002) in his book entitled Fiqih Muamalat which is titled as follows:

1. According to the fuqoha, *Mudharabah* is a contract between two parties who hand over property to the other party to be traded for a predetermined share of the profit, such as a half or a third with predetermined conditions
2. According to hanafiah, mudharabah is
   -Awqad al-'aa'l-sha'a'l-'a'a'i'a'l-'a'a'i'a'a', 'a'l-'a'al-'aa'a'i', 'a'l-'a'i', 'a'l-'a'a'i', 'a'l' ,'a'a'
   Meaning: shirkah contract in profit, one party owns the property and one party owns the service
3. Malikiyah argues that mudharabah is
   A power of attorney issued by the owner of the money to others regarding the shares of cash (gold and silver)
   Meaning: a representative contract, where the owner of the property issues his property to another to be traded for a specified payment (gold and silver)
4. Hanabilah argues that mudharabah is
   The phrase that the owner of the money pays a certain amount of his money to the one who trades in it with a known common part of his smell
   Meaning: a designation, that the owner of property hands over his property of a certain size to a person who trades with a share of the known profit

Technically, *Mudharabah* is a form of cooperation from fund owners (*shohibulmaal)* to fund managers *(mudhorib)* to carry out certain business activities, by sharing using the *profit and loss sharing* method or revenue *sharing method* between the two parties based on a previously agreed ratio, while the loss is borne by the owner of the fund. From this understanding, it can be understood that *mudharabah* is basically sharing results. If there is a loss in terms of capital, it is fully borne by the owner of the capital *(shohibul mall)* while the entrepreneur or *(mudhorib)* bears the loss in the form of loss of opportunity to make *a profit.*

Load and Harmony of Mudharabah

As for the pillars of mudharah according to the Shafi'iyah scholars, there are six pillars of qiradh: (Masse, n.d., p.79)

1. The owner of the goods who handed over the goods.

2. The person who works, namely the manager of the goods received from the owner of the goods.
3. Aqad *mudharabah*, carried out by the owner with the manager
4. *Maal*, i.e. principal property or capital
5. *Charity*, which is a field of work (project) management that can generate profits.
6. Advantage.

Meanwhile, the legal conditions for *mudha-rabah* are very related to the pillars of mudharabah. Among the legal conditions are:

1. The capital or goods handed over are in the form of cash. If the item is in the form of gold or silver bars, jewelry, etc., then the mudharabah is said to be void.
2. For people who perform a contract are required to be able to perform *tasharruf,* a contract performed by small children, crazy people, and people under the control of others, the mudharabah contract is void.
3. Capital must be clear so that it can be distinguished between business capital and profit. Because this profit/profit will be shared according to the agreement.
4. The percentage of profit between the investor and the entrepreneur must be clear.
5. Reciting *ijab* (for capital) and *qabul* (for entrepreneurs).

Basis of mudharabah financing contract according to DSN MUI

Provisions on Mudharabah financing are regulated by DSNMUI Fatwa Number: 07/DSN- MUI/VI/2000. DSN Fatwa No. 07/DSN-MUI/VI/2000 states that Mudharabah financing is channeled by LKS to other parties for a productive business, where LKS as shahibul maal (fund owner) finances 100% of the needs of a project (business), while entrepreneurs (customers) act as mudharib or business managers. (Syahri, n.d., p. 8). The fatwa also explains the period of mudharabah contract cooperation. The duration of the mudharabah contract cooperation is determined based on the agreement of both parties. In other words, a mudharabah contract is one of the contracts that offers convenience and flexibility to be able to accommodate the needs and benefits received by both parties.

In addition, as the first party, the capital manager is also allowed to determine what type of business will be developed based on the mutually agreed mudharabah contract agreement and following Sharia rules. Although the owner of the capital is allowed to determine what type of business to develop, in the agreed contract, the first party may not participate in the management of the type of business in the business. The first party as the owner of capital in the mudharabah contract agreement is the party who has the right and also the role to supervise and coach related to the agreed business. This is done in order to minimize the risk to the type of business carried out in the future. The reason is, a mudharabah contract is a contract that has the principle of financing without a definite guarantee. The guarantee can only be obtained based on an agreement between the two parties. In other words, transparency is one of the main keys to this mudharabah contract to be done.(Syahri, n.d., p. 8)

Ratio or percentage profit sharing in Sharia

The calculation of the profit-sharing ratio in Islamic finance involves a series of steps that ensure that the distribution of profits and losses is done fairly and per Sharia principles. The following are the main steps in calculating the profit-sharing ratio:

1. Determining Initial Capital
2. Determining the Profit sharing Ratio The owners of the capital (shahibul maal) and the managers (mudharib) agree to a ratio of 70:30. This means that 70% of the profits will belong to the capital owner, and the remaining 30% will belong to the manager.
3. Calculating Profit and Loss Profits and losses must be calculated. For example, a business project generates a profit of IDR 500,000,000 in one year. Furthermore, if in that year there is a loss of IDR 200,000,000, then this loss must also be calculated
4. Profit Sharing

The distribution of profits is carried out according to the ratio that has been agreed. Using the example case above with a 70:30 ratio, here is how the profits are divided:

a. Share of capital ownership (70% of profits): *70%xIDR 500,000,000=IDR 350,000,000*

b. Manager's share (30% of profit): *30%xIDR500,000,000=IDR150,000,000*

So, in this case the capital owner will receive IDR 350,000,000, and the manager will receive IDR 150,000,000 as part of the profit (Wahyuningtya, 2014).

In a loss situation, the distribution of losses will follow the same ratio, which is 70% for the capital owner and 30% for the manager. Loss sharing will be carried out to cover the losses incurred by each party.

CONCLUSIONS

The mechanism for determining profit sharing in Tabarok financing products is based on the formula for calculating the results of observations in the field that has been determined by KSPPS TABAROK TSQ, The profit sharing ratio of tabarok breeding is 20% for cooperative while 80% share for customers is taken infaq shodaqoh 2.5% The profit sharing calculation system applied by KSPPS TSQ in products is using the principle of using *profit/loss sharing* (Profit sharing calculation based on sales and/or gross income from business after deducting costs). The review of Islamic law on the mechanism and system of profit sharing calculation in

Tabarok savings financing products is based on the provisions of *the muḍārabah contract*, namely regarding the mechanism and system of profit sharing calculation where the cooperative has implemented a profit-sharing system to avoid riba following *the muḍārabah* theory This is that KSPPS TSQ will distribute the results to fund owners (customers) according to the ratio that has been agreed at the beginning of the account opening contract or at the time of the survey. In the period of daily return of capital (savings), fiqh scholars argue about the limitation of *the period of mudharabah*. Some scholars argue that the existence of a time limit (harin) can prevent entrepreneurs from developing their businesses so that maximum profits from these activities are difficult to achieve. However, other scholars argue that financiers and businessmen may have reached agreement on this.

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