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Legal Compliance with the Collection and Distribution of Sharia Banking Funds: A Study of Contracts, OJK Regulations and DSN-MUI Fatwa

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ABSTRACT

Islamic banking as an integral part of the national financial system has a legal and sharia responsibility to ensure that all fundraising and distribution activities run according to the principles of fiqh muamalah. Legal compliance is a crucial aspect because every contract used, whether wadiah, mudharabah, murabahah, musyarakah, or ijarah—must not only meet the principles and requirements of the contract, but also be in line with the provisions of national regulations. This research is motivated by various phenomena of irregularities in the implementation of contracts that are still found in Islamic banking practices, such as routine wadiah grants, inaccuracies in the mudharabah ratio, murabahah practices without ownership of goods, and weaknesses in documentation and supervision in musyarakah and ijarah contracts. These inconsistencies show the need for an in-depth evaluation of the harmonization between Law No. 21 of 2008, the Financial Services Authority Regulation (POJK), and the DSN-MUI fatwa as the main legal source of the Islamic finance industry. This study aims to comprehensively analyze legal compliance in the collection and distribution of Islamic banking funds, by examining the suitability of wadiah and mudharabah contracts, the accuracy of the implementation of financing contracts, and the relationship between OJK regulations and DSN-MUI fatwas in forming legal certainty. The research methods used are normative legal research with a legislative approach, a fatwa approach, a conceptual approach, and a case study. The results of the study show that even though the legal framework and fatwa are fully available, the implementation of sharia compliance still faces challenges in the form of regulatory disharmony, limited sharia law literacy of bank human resources, and weak contract documentation. Harmonization between OJK regulations and DSN-MUI fatwas is an urgent need to create legal certainty, increase the effectiveness of sharia supervision, and strengthen the reputation and credibility of the Islamic banking industry in Indonesia.

INTRODUCTION

Islamic banking is one of the important instruments in the modern financial system that plays a role in providing sharia-based intermediation services. As an institution that operates interest-free and refers to the principles of fiqh muamalah, Islamic banking has the responsibility to ensure that every fundraising and

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disbursement activity is carried out in accordance with Islamic law. This is the main foundation of public trust in the sustainability of the Islamic finance industry in Indonesia (Nabela et al., 2023).

In the past decade, the Islamic banking industry has experienced significant growth, characterized by an increase in the number of assets, products, and the level of public literacy towards Islamic economics. However, these developments have not been fully followed by improving the quality of legal compliance in the implementation of sharia contracts. Various studies still find irregularities in the implementation of contracts, such as inappropriate contract structures, the determination of murabahah margins that resemble interest, and inconsistencies in the fulfillment of the principles and conditions of the contract (Ahadi et al., 2023).

In terms of fundraising, wadiah and mudharabah contracts are the main instruments used by Islamic banking. However, in practice, there is still the use of wadiah contracts which tend to be perceived as investment instruments through regular grants. In addition, inaccuracies in the determination of ratios and lack of transparency of information in mudharabah contracts have the potential to cause inconsistencies in sharia principles and applicable regulations (Putri & Yanti, 2023).

Meanwhile, in the aspect of fund distribution, Islamic banks use various financing contracts such as murabahah, musyarakah, mudharabah, and ijarah. Although these contracts have been regulated in detail in the DSN-MUI fatwa, various obstacles are still found in their implementation, such as weaknesses in contract documentation, inaccuracies in administrative procedures, and murabahah practices that in implementation resemble conventional credit. This condition shows that legal compliance is still an important challenge in Islamic banking operations (Lathief et al., 2024).

In ensuring legal compliance, the Financial Services Authority (OJK) has a strategic role as a regulator that supervises the operational activities of Islamic banks through various OJK Regulations (POJK) and sharia risk supervision policies. On the other hand, the DSN-MUI fatwa is a normative guideline that regulates the suitability of products and transactions with sharia principles. Therefore, harmonization between OJK regulations and DSN-MUI fatwas is very important to avoid overlap and legal vacancies that can cause irregularities in the implementation of the contract (Khoirunnisa Maulidya, 2025).

The Urgency of Legal Compliance Legal compliance in the collection and distribution of funds greatly determines the operational quality of Islamic banks. Non-compliance with sharia law not only has an impact on the invalidity of the contract, but can also threaten the reputation of the institution, reduce public trust, and have an impact on the stability of the Islamic finance industry as a whole. Therefore, strengthening the aspect of legal compliance is an urgency that cannot be ignored in the face of increasingly competitive industry developments (Lindawati & Aemanah Ummu, 2024).

From the academic side, the study of Islamic banking legal compliance is increasingly important along with the development of increasingly complex Islamic financial products and services. Meanwhile, from a practical perspective, Islamic banks need operational guidelines that are able to ensure that each contract is carried out in accordance with positive legal provisions and sharia principles. Therefore, research on legal compliance in the collection and distribution of funds is relevant to support the strengthening of sharia governance and supervision (Siliwangi, 2025).

Research (Nabela et al. 2023) shows that the Islamic banking legal system in Indonesia was built through the integration of the Sharia Banking Law, OJK regulations, and DSN-MUI fatwa. However, the research focuses more on the basic legal aspects and has not examined the implementation of compliance with the collection and distribution of funds contracts.

In addition, (Lindawati dan Aemanah Ummu, 2024) emphasizing the importance of the role of the Sharia Supervisory Board in ensuring contract compliance. The results of the study show that DPS plays a significant role in maintaining the suitability of bank operations with sharia principles. However, the study has not examined the harmonization between OJK regulations and DSN-MUI fatwas.

Based on the previous research, there is still a research gap in the form of no studies that comprehensively analyze legal compliance in the collection of funds through wadiah and mudharabah contracts and the distribution of funds through murabahah, musyarakah, mudharabah, and ijarah contracts in one analytical framework that integrates the Sharia Banking Law, OJK regulations, and DSN-MUI fatwa. Therefore, this research was conducted to fill the gap.

Based on the description above, this study aims to comprehensively analyze the application of legal compliance in the collection and distribution of funds in Islamic banking. In particular, this study examines the suitability of the implementation of wadiah and mudharabah contracts in fund collection, the accuracy of the implementation of murabahah, musyarakah, mudharabah, and ijarah contracts in the distribution of funds, as well

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as the harmonization between OJK regulations and DSN-MUI fatwa in realizing legal certainty and sharia compliance in Islamic banking operations.

LITERATURE REVIEW

A. Legal Compliance

Legal compliance in Islamic banking means that all bank activities must be in accordance with Indonesia's positive laws as well as sharia principles. In the context of collecting and distributing funds, Islamic banks are not enough to refer only to the provisions of general banking, but also to ensure that every product, contract, and transaction mechanism is in accordance with the DSN-MUI fatwa and supervised through OJK regulations. This framework is important because Islamic banks function not only as financial intermediary institutions, but also as institutions that must maintain sharia compliance in every business activity.

Law No. 21 of 2008 concerning Sharia Banking is the main basis that explains that Islamic banks carry out business activities based on sharia principles, economic democracy, and the principle of prudence. The OJK then strengthens this framework through Islamic banking regulations, while DSN-MUI provides a normative basis regarding the validity or not of a contract. Therefore, legal compliance of Islamic banks can be understood as the conformity between contracts, regulations, and operational practices of banks (Mumtahaen et al., 2025).

B. Fundraising

Fundraising is an activity of Islamic banks to collect funds from the public through deposit or investment products. In Islamic banks, the collection of funds does not use the concept of interest, but uses a contract that is in accordance with the character of the legal relationship between the bank and the customer. The two most commonly used contracts are wadi'ah and mudharabah**.**

The wadi'ah contract is used when funds are positioned as deposits. In this contract, the customer entrusts funds to the bank and the bank is obliged to maintain and return them according to the agreement. Meanwhile, mudharabah contracts are used for investment funds, which is when the customer acts as the owner of the fund and the bank as the fund manager with a profit-sharing mechanism. This difference shows that fundraising in Islamic banks has a more specific contractual legal basis than the conventional system.

In terms of legal compliance, banks must ensure that the collection and placement products in the community are really in accordance with the character of the contract used. If a product is marketed as a mudharabah deposit, then the mechanism of profit, risk, and customer rights must follow the principle of mudharabah, not resemble a fixed interest. This is what distinguishes sharia compliance from just administrative compliance (Try Mellianda, 2025).

C. Distribution of Funds

Distributing funds to Islamic banks means distributing public funds to the real sector or financing to customers with sharia-compliant contracts. The form of distribution of funds is very diverse, ranging from profit-sharing-based financing to buying and selling and services. Commonly used contracts include mudharabah**,** musyarakah**,** murabahah**,** salam**,** istishna'**,** ijarah**,** ijarah muntahiya bittamlik**,** kafalah**,** and hawalah

In the mudharabah and musyarakah contract, the bank shares the risks and profits with the customer according to the agreed ratio. In murabahah, banks buy goods first and then sell them to customers with an agreed profit margin. In ijarah, banks earn rewards from asset rentals. All of these contracts have different legal consequences, so banks must place the contract appropriately so that the products offered are not defective in sharia or law.regulations.

The distribution of funds must also pay attention to the feasibility of the business, the object of financing, and the purpose of using the funds. The Sharia Banking Law places financing as part of the business activities of Islamic banks that must be carried out with the principle of prudence. This means that banks are not only obliged to ensure sharia compliance, but also must assess financing risks so as not to cause losses for banks and customers (Nisrina Athira Nasution & Cupian, 2024).

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D. Analysis of Contracts, Regulations and Fatwas

The contract is the core of an Islamic bank transaction because the contract determines the legal relationship between the parties. From the perspective of Islamic law, a contract is an agreement that gives birth to rights and obligations, so that the validity of an Islamic bank product is highly determined by the suitability of the contract used with sharia principles and the official fatwa of DSN-MUI. Therefore, the contract not only functions as a transaction mechanism, but also becomes the basis for sharia legitimacy for banking products (Ichsan, 2016).

In the collection of funds, the wadi'ah contract places the bank as the recipient of the deposit, while the mudharabah contract places the bank as the fund manager. In the distribution of funds, the murabahah contract emphasizes buying and selling with margins, while the musharakah and mudharabah contracts emphasize business cooperation and profit sharing. The difference in the character of each contract is very important because the error in the application of the contract can cause a product to be considered non-compliant with sharia and risk causing legal non-compliance.

The DSN-MUI fatwa serves as an operational guideline that explains the sharia limits of these contracts. In other words, DSN-MUI gives sharia legitimacy, while the OJK and the Sharia Banking Law provide positive legal legitimacy. Both must go hand in hand so that Islamic banking products can be accepted legally as well as religiously, because products that are legally valid but not in accordance with fatwa remain problematic from the sharia side.

OJK is the authority that regulates and supervises the financial services industry, including Islamic banking. On the Islamic banking regulation page, the OJK displays various rules related to changes in bank business activities, risk management, governance, and operations of Islamic banks. This shows that Islamic bank compliance is not only about products, but also about institutional structures, governance, and sustainable supervision.

Law No. 21 of 2008 also affirms several important principles, namely the use of sharia principles, the application of prudence, the protection of the financial system, and the regulation of the function of Islamic banks in national development. This law is the main legal basis that distinguishes Islamic banking from conventional banking. Therefore, every internal policy of Islamic banks must refer to this Law as its legal foundation.

In addition, in supervisory practices, OJK ensures that Islamic bank activities remain on the right track through derivative regulations and compliance monitoring mechanisms. Thus, OJK regulations function to maintain that sharia principles are not only a symbol, but are actually applied in bank operations.

The DSN-MUI fatwa is the main source of sharia reference for Islamic banking products. These fatwas regulate various contracts used in fundraising, fund distribution, and services. This is important because Islamic banks are not allowed to create products freely without referring to the relevant fatwa.dsnmui.

In the context of legal compliance, the DSN-MUI fatwa acts as a bridge between fiqh norms and modern banking practices. Without a fatwa, Islamic banks will have a hard time ensuring that their products are sharia valid. Therefore, fatwas are not just a religious document, but part of the legal infrastructure of Indonesian Islamic banking.

Good legal compliance will have a direct impact on public trust, bank reputation, and business sustainability. On the other hand, if the Islamic bank does not comply with the contract, OJK regulations, or DSN-MUI fatwa, then the bank risks facing legal disputes, negative reputations, and judgments that its products are not in accordance with sharia principles. This is very important because the main advantage of Islamic banks lies in their trust in their sharia compliance (Farham et al., 2026).

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RESEARCH METHODS

A. Types of Research

This research is a normative legal research that focuses on the study of legal compliance with the collection and distribution of funds contracts in Islamic banking (Zaini et al., 2023). Normative legal research was chosen because the main analysis was directed at synchronization between laws and regulations (UU No. 21 Tahun 2008), OJK regulations (POJK & SEOJK), and DSN-MUI fatwa as the basis of sharia. This normative research allows researchers to assess the extent to which the wadiah, mudharabah, murabahah, musyarakah, and ijarah contracts are applied in accordance with the provisions of positive law and Islamic law.

The research uses four main legal approaches, namely:

1. Statute approach

   Examine formal legal provisions that regulate Islamic banking, such as Law No. 21 of 2008, POJK on governance, risk management, consumer protection, and regulation of transparency of Islamic products.

2. Fatwa (sharia approach)

   Examining DSN-MUI fatwas related to wadiah contracts, mudharabah, murabahah, musyarakah, and ijarah, including derivative fatwas that are the source of sharia law in banking practices.

3. Conceptual approach

   Examining the theory of fiqh muamalah, the theory of akad, the theory of legal compliance, and the theory of sharia compliance as an analytical foundation.

4. Case approach

   Reviewing the findings of sharia audits, OJK reports, and cases of contract irregularities that have occurred as material for evaluating legal compliance (Fadli, 2008).

B. Data Types and Sources

This study uses secondary data obtained from:

1. Primary Legal Material
   a. Law No. 21 of 2008 concerning Sharia Banking
   b. POJK & SEOJK related to financing, governance, risk management, and consumer protection
   c. DSN-MUI fatwa on all contracts examined
2. Secondary Legal Materials
   a. Books of fiqh muamalah
   b. SINTA and Scopus Journal on Compliance with Sharia Contract Law
   c. Sharia audit reports, OJK publications, and previous research
3. Tertiary Legal Materials
   a. Encyclopedia of fiqh
   b. Legal dictionary
   c. Official website of DSN-MUI and OJK

C. Data Analysis Techniques

Data were analyzed using juridical qualitative analysis, which consisted of:

a. Identify the legal norms that govern the collection and distribution of funds
b. Classification of provisions based on wadiah, mudharabah, murabahah, musyarakah, and ijarah contracts
c. Compliance analysis between bank practices and the provisions of the LAW, POJK, SEOJK, and fatwa DSN-MUI
d. Analysis of legal harmonization, to assess the harmony between sharia law and positive law.

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e. Prescriptive analysis, to formulate legal recommendations in improving sharia compliance in sharia banking (Adlini et al., 2022).

RESULTS AND DISCUSSION

1. Legal Compliance of the Mudharabah Contract in Fundraising

The mudharabah contract is legally a typical profit-sharing model in Islamic banking. DSN-MUI Fatwa No. 07/DSN-MUI/IV/2000 expressly states that the distribution of profits in mudharabah must be carried out with an agreed ratio and reflects the principle of justice without the promise of fixed returns (Dewan Syariah Nasional MUI, 2020). The study found that national Islamic banking regulations, including Article 26 of the Sharia Banking Law and POJK on sharia risk management, require risk transparency and fair profit sharing. However, the practice in some banks shows that there is a lack of separation of mudharabah funds and mixing with other banks' funds, potentially damaging the legal element of the contract because the object of the contract is no longer legally clear.

From the perspective of legal compliance, the mudharabah contract requires a clear profit sharing ratio agreed upon by both parties from the beginning of the contract. The ratio must be determined in the form of a percentage, not a certain nominal, to avoid the element of usury and uncertainty (gharar). In practice, problems are still found in the form of lack of transparency in the profit sharing calculation mechanism and low customer understanding of the factors that affect the amount of profits received. This condition has the potential to cause disputes between banks and customers if the realization of profit sharing is not in accordance with the expectations built from the beginning (Rohman & Ruslan, 2020).

In terms of regulations, the Financial Services Authority through various consumer protection provisions requires Islamic banks to convey product information in a clear, accurate, and non-misleading manner. Disclosure of information about ratios, investment risks, and profit distribution mechanisms is an important part of maintaining legal compliance with mudharabah contracts. Unclear information can result in violations of the principle of transparency and potentially reduce the level of public trust in sharia fundraising products (Rohman & Ruslan, 2020).

In a normative juridical study, reporting on the use of funds and business risks must be part of the agreement so that customers receive legal protection, listed in the provisions of POJK related to sharia governance and consumer protection. Inaccuracies in documentation and detailed communication of ratios can trigger legal disputes between banks and customers if the results are not transparent. Therefore, Islamic banks need to strengthen the documentation aspect as evidence of legal evidence that can be accounted for administratively and sharia (Nabela et al., 2023).

Another problem space is the lack of monitoring of mudharabah fund investments. When the bank fails to separate the investment from other operational funds, the contract can lose its validity because it no longer fulfills the principle of ma'qud alaih (object of the contract). This has implications for non-compliance with the law that goes beyond the provisions of fatwa and enters the realm of civil law if customers claim restitution on their funds (Nurnasrina & P. Adiyes Putra, 2018).

This legal approach also finds that banks need to implement an internal sharia compliance audit that can detect deviations in the implementation of the contract from the provisions of the DSN-MUI and POJK fatwa. DPS has a strategic role to ensure that any contract non-conformities are followed up, including providing internal punishment recommendations for units that violate the provisions of the contract or fatwa. Without strong sharia supervision, long-term legal risks will continue to overshadow Islamic banking.

Based on this description, it can be understood that legal compliance with mudharabah contracts is not only related to the fulfillment of sharia regulations and fatwas, but also includes transparency of information, clarity of profit sharing ratio, effectiveness of supervision of the Sharia Supervisory Board, and improving the community's sharia financial literacy. Strengthening these aspects is key in maintaining the validity of the contract and increasing public trust in Islamic banking.

2. Legal Accuracy of the Implementation of the Murabahah, Musyarakah, Mudharabah, and Ijarah Contracts in the Distribution of Funds

Murabahah, musyarakah, mudharabah, and ijarah financing are the main instruments in the distribution of Islamic banking funds whose implementation must refer to sharia principles and applicable positive legal provisions. The four contracts have a strong legal basis through various fatwas of the National Sharia Council

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of the Indonesian Ulema Council (DSN-MUI), such as DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 on Murabahah, DSN-MUI Fatwa No. 08/DSN-MUI/IV/2000 on Musyarakah, DSN-MUI Fatwa No. 07/DSN-MUI/IV/2000 on Mudharabah Financing, and DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 on Ijarah. In addition, its implementation must also be in accordance with Law Number 21 of 2008 concerning Sharia Banking and OJK regulations that regulate governance and consumer protection (Maulidya, 2025).

In the murabahah contract, the legal compliance aspect lies in the bank's obligation to own or control the goods traded before the contract is carried out with the customer. Research by Rohman and Karsinah (2022) shows that murabahah practices are still found that are not preceded by real ownership of goods by banks, so that they have the potential to change the substance of the contract into debt-based financing that resembles conventional credit. This condition is contrary to DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 which requires the existence of a clear transaction object owned by the seller before the contract takes place.

In the musharakah and mudharabah contracts, legal compliance is closely related to the mechanism of profit and risk sharing of business. Profits must be distributed based on the ratio that has been agreed, while losses are borne according to the capital portion of each party. One of the challenges of implementing profit-sharing-based contracts is the low quality of customer business reporting, which causes profit sharing not always to reflect the actual business conditions. As a result, the principle of justice that is the basis of the musharakah and mudharabah contracts has the potential to not be fulfilled optimally (Maulidya, 2025).

Meanwhile, in the ijarah contract, legal compliance is determined by the clarity of the asset ownership status, rental object, term, and division of responsibility for maintenance costs. Research by Prasetyo and Rahmawati (2021) shows that disputes in ijarah contracts generally arise due to the unclear division of responsibility between banks and customers for the cost of maintaining leased assets. Therefore, all rights and obligations of the parties must be outlined in detail in the contract to provide legal certainty and avoid potential disputes in the future.

Sharia law compliance audits need to be conducted periodically as part of the bank's internal supervision to ensure that all contract clauses are in accordance with fatwas and positive legal provisions. DPS has the authority to issue sharia audit findings that are internal legal evidence in the litigation or arbitration process in the event of a dispute.

Other juridical research shows that although OJK regulations have established governance standards, practical implementation still faces challenges in ensuring that all financing contracts are in line with sharia law norms.

3. Harmonization of Sharia Banking Law, POJK, and DSN-MUI Fatwa

The harmonization between Law Number 21 of 2008 concerning Sharia Banking, the Financial Services Authority Regulation (POJK), and the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) is a fundamental aspect in realizing legal certainty and sharia compliance in the Islamic banking industry. Law Number 21 of 2008 serves as the main legal basis that regulates institutions, business activities, and the obligation to apply sharia principles in all Islamic banking activities. In Article 26 of the Law, it is emphasized that the sharia principles used in the business activities of Islamic banks must refer to the fatwa issued by DSN-MUI. Thus, the DSN-MUI fatwa has a very important position as a normative source that determines the sharia conformity of a product and banking transactions.

Normatively, Law No. 21 of 2008 is the foundation of national Islamic banking law which requires the application of sharia principles in accordance with the DSN-MUI fatwa. POJK further acts as a technical regulation that regulates the implementation mechanism, transparency, risk management, and protection of sharia consumers. Although there is a complete legal framework, harmonization in practice still encounters obstacles, especially in the consistency of the use of legal terms between fatwa and POJK, so that legal interpretations can differ between institutions (MENDAGRI, 2008).

On the other hand, the Financial Services Authority (OJK) plays the role of a regulator that translates the sharia principles contained in the DSN-MUI fatwa into technical regulations that are operational. Through various POJK and SEOJK, the OJK regulates aspects of governance, risk management, product transparency, consumer protection, and supervision of sharia compliance in Islamic financial institutions. Therefore, the relationship between the Sharia Banking Law, POJK, and DSN-MUI fatwa is complementary, where the law is the legal basis, the fatwa is the normative basis of sharia, and the POJK is the implementation instrument in banking operational practices.

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Nevertheless, the harmonization of the three instruments still faces various challenges. One of the problems that is often found is the difference in terminology and regulatory approach between the DSN-MUI fatwa and the technical regulations issued by the OJK. DSN-MUI fatwa generally uses the terminology of fiqh muamalah which is normative and substantive, while POJK uses more administrative legal and regulatory language. These differences have the potential to cause multiple interpretations in the implementation of Islamic banking products and contracts, especially when banks have to translate sharia provisions into measurable and supervisory operational procedures (Rahmani & Komaruddin, 2025).

Based on this description, the harmonization of the Sharia Banking Law, POJK, and DSN-MUI Fatwa not only aims to create regulatory harmony, but also ensures the realization of legal certainty, consumer protection, and sharia compliance in Islamic banking operations. Strengthening inter-institutional coordination, increasing the supervisory authority of the DPS, and drafting more integrated technical regulations are strategic steps to support the development of a healthy, stable, and sharia banking industry.

4. **Legal Compliance Challenges and Strengthening Recommendations**

Compliance with Islamic banking law faces structural challenges at the operational and normative levels. Low sharia law literacy among human resources causes errors in contract practices, such as the placement of contracts that are not in accordance with fatwas. This requires improving human resource competencies through mandatory and sustainable sharia law certification, in accordance with the provisions of the Law and POJK which require professional competence in sharia risk management.

Inadequate contract documentation has the potential to violate administrative law and become weak evidence in the event of litigation. Strengthening documentation standards, in line with POJK on consumer protection and sharia internal audits, is needed to meet formal legal requirements.

The digitization of the sharia audit system can strengthen legal compliance because it allows real-time monitoring of transactions carried out based on fatwas and POJK. DPS must also be strengthened as an internal legal supervisor of banks that have the authority to reject contracts that are not in accordance with sharia law (Siliwangi, 2025).

Strong legal recommendations also include the preparation of guidelines between the OJK and DSN-MUI to explicitly integrate fatwas into operational regulations, so that each contract has a clear and strong legal basis. This recommendation is important to improve the harmonization of normative and implementive laws.

CONCLUSION

This study concludes that legal compliance in the collection and distribution of Islamic banking funds is highly dependent on the alignment between Law No. 21 of 2008, POJK, and DSN-MUI fatwa. Although the legal framework is fully available, implementation in the field still shows irregularities, especially in the wadiah and mudharabah contracts in the collection of funds as well as in the contracts of murabahah, musyarakah, mudharabah, and ijarah in the distribution of funds. Irregularities such as routine wadiah grants, inaccurate mudharabah ratios, murabahah without ownership of goods, and weak contract documentation show that sharia principles have not been fully implemented. This finding emphasizes the importance of strengthening the role of the Sharia Supervisory Board (DPS) and the need for consistency between the DSN-MUI fatwa and OJK regulations so that legal compliance can be guaranteed normatively and administratively.

In addition, this study also emphasizes that the main challenges of legal compliance arise from regulatory disharmony, limited sharia law literacy of banking human resources, weaknesses in sharia audits, and the lack of optimal harmonization mechanisms between fiqh provisions, fatwas, and positive regulations. Therefore, it is necessary to strengthen the integration between DSN-MUI and POJK fatwa in the form of more technical and operational implementation guidelines, improving human resource competencies through sharia law certification, and digitizing sharia supervision to ensure that every transaction is in accordance with the principles of fiqh muamalah. With more solid regulatory harmonization, stronger sharia supervision, and more accurate contract documentation, the legal certainty, credibility, and reputation of Islamic banking in Indonesia can be further increased.

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