

The Level Of Community Understanding Of Decisions In Borrowing Money At Mekar Bank Reviewed From Islamic Economic Law

Muliani^{1*}, Mariana²

¹ Darul Falah Islamic School, Pagutan, Mataram , Indonesia

² Al-Azhar Islamic University, Indonesia

* Corresponding Author: Mulianiiesp@gmail.com

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ABSTRACT

This study is motivated by the increasing use of Bank Mekar (PNM Mekaar) financing services by the people of Mesanggok Village, Gerung Sub-district, West Lombok Regency, as a solution to meet business capital and consumptive needs. Ease of access, the absence of physical collateral, light requirements, and the joint-liability system make this service attractive; However, the lending mechanism that imposes additional service fees raises problems from the perspective of Islamic economic law, particularly regarding the prohibition of riba and the validity of the contract. This study aims to determine the level of public understanding of the decision to borrow money from Bank Mekar and to analyze the practice from the standpoint of Islamic economic law. This is field research using a descriptive qualitative approach; data were collected through observation, in-depth interviews, and documentation, then analyzed through data reduction, data display, and conclusion drawing. The results show that the level of understanding of the Mesanggok community is relatively low; Borrowing decisions are based more on urgent economic needs and ease of access than on considerations of compliance with sharia principles. From the perspective of Islamic economic law, the conventional lending scheme accompanied by interest is inconsistent with the principles of muamalah because it contains the prohibited element of riba qardh, whereas the sharia scheme based on murabahah and wadiah contracts is potentially compliant insofar as it fulfills the pillars and conditions of the contract. The study recommends strengthening community sharia financial literacy so that people can make financial decisions in accordance with sharia provisions.

INTRODUCTION

The public's need for access to capital continues to increase in line with household economic demands and the development of micro-enterprises. Amid limited access to formal

financial institutions, the presence of microfinance institutions has become a popular alternative, especially for women micro-entrepreneurs in rural areas (Nugroho et al., 2021) . One such institution that has grown rapidly is PT Permodalan Nasional Madani (PNM) through its Fostering a Prosperous Family Economy (Mekaar) program, known locally as "Bank Mekar" (ASMAD, 2023). This program targets underprivileged women with a group financing model without physical collateral, easy requirements, and relatively affordable weekly installments (Mendonca et al., 2024b).

In Mesanggok Village, Gerung District, West Lombok Regency, Bank Mekar services have become part of the daily economic activities of some residents. A number of residents, particularly housewives and small business owners, utilize this financing for business capital and to meet consumer needs (Listiyono et al., 2024) . The main attractions driving people's decision to borrow are the fast disbursement process, the lack of collateral, and group mentoring through weekly meetings. These factors place ease of access as a dominant consideration in people's financial decision-making (Asrini & Misrah, 2023).

However, behind this convenience, there are fundamental issues that need to be examined from the perspective of Islamic economic law. In conventional schemes, Bank Mekar financing stipulates additional fees or services above the principal loan that must be repaid by customers (Silvia & Lestari, 2023) . From a muamalah jurisprudence perspective, additional requirements for a loan (qardh) have the potential to be classified as *riba qardh*, which is expressly prohibited (Alawiyah, 2023) . This issue becomes increasingly relevant considering that the majority of the Mesanggok Village community are Muslims who adhere to Islamic values in their daily lives, but do not necessarily understand the legal consequences of their transactions (Mustabsyirah Mustabsyirah et al., 2024).

This phenomenon creates a gap between people's economic practices and their understanding of Sharia-compliant aspects. Many people make borrowing decisions solely based on need and convenience, without understanding whether the contract they use complies with or contradicts Sharia principles. Low levels of Sharia financial literacy are suspected to be a major factor contributing to people's lack of critical thinking in evaluating the financing products they use (Choirunnisa et al., 2020).

Based on this background, this research focuses on two main questions. First, what is the level of understanding of the Mesanggok Village community regarding the decision to borrow money from Bank Mekar? Second, how does the Mesanggok Village community view the financing practices at Bank Mekar? This research aims to describe the community's level of understanding and analyze the suitability of these financing practices to the principles of Sharia economic law, thereby contributing to strengthening Sharia financial literacy at the community level.

RESEARCH METHOD

This study employed field research with a descriptive qualitative approach (S. Ahyar, 2020). This approach was chosen because the study aimed to provide an in-depth description

of the community's understanding and financing practices at Bank Mekar as they exist in the field. The research location was Mesanggok Village, Gerung District, West Lombok Regency, which was purposively selected due to the high level of utilization of Bank Mekar services by the local community.

The data sources consist of primary and secondary data. Primary data were obtained directly from informants, namely Bank Mekar customers in Mesanggok Village, group leaders, community leaders, and related parties. Informants were determined using a purposive sampling technique, namely the selection of informants based on the consideration that they have a direct connection and information relevant to the research focus. Secondary data were obtained from documents, muamalah fiqh literature, classical books (kutub al-turats), fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), and relevant previous research results (Tuo et al., 2025).

Data collection techniques were carried out in three ways, namely: (1) observation, by directly observing the practice of weekly group meetings and the financing transaction process; (2) semi-structured in-depth interviews with informants to explore the understanding and motives for borrowing decisions; and (3) documentation, in the form of collecting supporting documents such as installment cards, brochures, and group notes (H. Ahyar & Juliana Sukmana, 2020; Supriatna et al., 2025).

Data analysis was conducted using the Miles and Huberman interactive model, which includes three stages: data reduction, data display, and conclusion drawing/verification. To ensure data validity, researchers used source and technical triangulation techniques, comparing interview results with observation and documentation to obtain valid and accountable data (Hardani et al., 2020) .

RESULTS AND DISCUSSION

1. *Overview of Bank Mekar (PNM Mekaar) and its Financing Mechanism*

The Bank Mekar referred to by the public is the Mekaar (Fostering a Prosperous Family Economy) program managed by PT Permodalan Nasional Madani (PNM), a state-owned enterprise established in 1999 and specializing in ultra-micro financing. The Mekaar program is designed to provide access to capital for underprivileged women micro-entrepreneurs who are generally untouched by formal banking services. Since 2018, PNM has developed two schemes: conventional Mekaar and Sharia Mekaar, the main difference being the contract used.

Mechanically, Mekaar financing utilizes a group lending model with a joint liability system. Prospective customers are formed into groups, undergo a feasibility test and financing preparation, then receive capital disbursement without physical collateral. Repayment is made through weekly installments at Weekly Group Meetings (PKM). If one member is unable to repay, the obligation is shared by the other group members based on the principle of joint

liability. This system serves as both a substitute for collateral and a social control mechanism to ensure smooth payments.

In conventional schemes, customers are burdened with repaying the principal plus an additional service fee or predetermined interest. This is a key focus in the legal review of Islamic economics. Meanwhile, in the Mekaar Syariah scheme, the contracts generally used are murabahah (sale and purchase with a profit margin) and wadiah (deposit), so conceptually, the additional funds received by the institution are positioned as a profit margin for the sale and purchase, not interest on the loan. This difference in contract is what principally differentiates the legal status of the two schemes.

2. Level of Understanding of the Mesanggok Village Community regarding the Decision to Borrow

Based on the results of interviews and observations in the field, the level of understanding of the Mesanggok Village community regarding the decision to borrow money from Bank Mekar can be categorized into three aspects, namely understanding the financing mechanism, understanding the financial consequences, and understanding the sharia aspects of the contract.

First, regarding the financing mechanism, most people understand the technical procedures for applying for loans, such as group formation, mandatory weekly meeting attendance, and the joint liability system. This understanding is considered good because it is practical and directly experienced in daily activities.

Second, regarding financial consequences, public understanding is partial. People generally know the weekly installment amount they must pay, but are less aware of the total additional costs they pay over the loan term compared to the principal amount. Borrowing decisions are driven more by immediate needs and ease of access than by a comprehensive calculation of the cost burden.

Third, public understanding of the sharia aspects of contracts is relatively low. The majority of informants were unaware of the type of contract used in their financing, did not differentiate between conventional and sharia schemes, and did not consider the usury status of their transactions. For most, the primary consideration is meeting economic needs, while sharia law has not yet become a factor in decision-making.

Thus, the general level of understanding among the Mesanggok Village community regarding the decision to borrow money from Bank Mekar is low, particularly regarding the sharia dimension. Borrowing decisions are based more on pragmatic-economic motives than normative-sharia considerations. This situation indicates a gap between the religious identity of the predominantly Muslim community and economic behavior that is not yet fully grounded in an awareness of sharia-compliant muamalah principles.

3. Review of Sharia Economic Law on Financing Practices at Bank Mekar

In Islamic economic law, the loan agreement is known as qardh, which involves the transfer of assets to another party with the obligation to return similar assets. Qardh is

essentially a social tabarru' (mutual assistance) agreement, not a profit-oriented commercial agreement. Therefore, the basic principle of qardh is the repayment of the principal without any additional requirements.

The scholars agree that every additional or benefit required in a qardh contract is classified as usury. The famous rule states: "kullu qardhin jarra manfa'atan fahuwa riba" (any loan that attracts benefits/profits is usury). The prohibition of usury relies on qath'i arguments, including the word of Allah in the QS. al-Baqarah verse 275 which confirms the permissibility of buying and selling and the prohibition of usury, as well as verses 278–279 which instruct believers to abandon the remainder of usury and only take the principal assets without wronging or being wronged.

Based on this framework, Bank Mekar's conventional financing practices, which require the repayment of the principal plus a predetermined interest or service fee, are classified as riba qardh (usury). These additional requirements are not compensation for a real sale or service, but rather an addition to the principal debt arising solely from the postponement of repayment. Therefore, from a Sharia economic law perspective, this conventional scheme is inconsistent with the principles of permissible transactions.

The Mekaar Syariah scheme, which uses murabahah and wadiah contracts, has a different legal status. If the murabahah contract is executed correctly, with the existence of a real object being traded, transparency of the cost price and margin, and fulfillment of the pillars and conditions of the sale and purchase, then the profit margin obtained by the institution constitutes permissible trading profit, not usury. However, this conformity is conditional and must be factually proven; if the murabahah contract is merely a formality (hilah) to cover up interest-bearing lending practices without any actual goods being transacted, then in substance it remains classified as prohibited usury.

This is in line with the provisions of DSN-MUI Fatwa Number 19/DSN-MUI/IV/2001 concerning al-Qardh, which emphasizes that qardh customers are required to return the principal amount received at the agreed time, and the institution may not require additional principal. Similarly, the principles of justice (al-'adl), mutual assistance in goodness (ta'awun 'ala al-birr), and the prohibition of injustice are benchmarks in assessing the validity of a financial transaction in Islam.

On the other hand, the joint liability system implemented by Bank Mekar has a positive dimension from a sharia perspective, namely, it embodies the values of ta'awun (mutual assistance) and kafalah (guarantees) among group members. This principle of solidarity and collective responsibility aligns with the spirit of Islamic muamalah (religious transactions). However, the positive value of joint liability does not automatically justify the entire transaction if the underlying contract still contains elements of usury. In other words, goodness in the social aspect cannot compensate for the flaws in the contract.

Based on the above analysis, it can be emphasized that the primary problem lies not with the existence of microfinance institutions themselves, but rather with the contracts they

use. The presence of institutions like Bank Mekar is greatly needed by the community to address capital constraints. Therefore, a solution in line with Islamic economic law is to encourage the community to choose sharia-compliant schemes with contracts that comply with regulations, while simultaneously strengthening Islamic financial literacy so that the public can distinguish and choose financing products that are halal and fair.

CONCLUSION AND RECOMMENDATION

Based on the research results and discussion, two main conclusions can be drawn. First, the level of understanding among the people of Mesanggok Village, Gerung District, West Lombok Regency, regarding the decision to borrow money from Bank Mekar is relatively low, particularly regarding the sharia-compliant aspects of the contract. While the community understands the technical financing mechanisms, they are less aware of the overall financial burden and do not consider the sharia-compliant status of the contract used. Their decision to borrow is based more on urgent economic needs and ease of access than on compliance with sharia principles.

Second, from a Sharia economic perspective, Bank Mekar's conventional financing practices, which impose additional interest on the principal, are inconsistent with muamalah principles because they contain elements of *riba qardh*, which is prohibited by law. Meanwhile, the Mekaar Syariah scheme, which utilizes *murabahah* and *wadiah* contracts, has the potential to be Sharia-compliant as long as the contracts are implemented in real terms and fulfill their pillars and requirements, not merely through formal manipulation (*hilah*). This study recommends strengthening Sharia financial literacy among the public, fostering an active role for religious leaders and Islamic educational institutions in muamalah education, and encouraging the public to choose financing schemes that comply with Sharia principles.

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