

Implementing Accessibility Principles in Alternative Dispute Resolution for Sharia Economic Disputes in Indonesia

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Abstract: The growth of Sharia-based businesses in Indonesia has prompted both bank and non-bank financing institutions to adhere to Sharia principles, establishing a framework of rights and obligations with consumers. Imbalances in this relationship occasionally result in defaults, leading to dispute resolution through litigation and alternative methods. This research, utilizing a normative approach, specifically delves into the accessibility principle within alternative dispute resolution (ADR) for Sharia economic disputes in Indonesia. Accessibility, a pivotal ADR tenet, is examined in the context of Basyarnas (National Sharia Arbitration Board), where its effectiveness relies on information and understanding levels between consumers and Sharia financial institutions. Basyarnas-MUI emerges as a potential community choice for Sharia dispute resolution, with envisioned enhanced accessibility through regional representative offices. Conversely, challenges in accessibility are noted in APS Institutions under OJK auspices, impeding public participation. Mandatory mediation in disputes adjudicated by religious courts offers an accessible avenue for dispute resolution. However, persistent obstacles exist in implementing the accessibility principle for alternative Sharia economic dispute resolution in Indonesia, particularly concerning constraints on out-of-court dispute resolution governed by standard contracts for economic activities

Keywords: *Applicability; Leasing Contracts; Financing; Agreements.*

Abstrak: Dalam perkembangan bisnis berbasis syariah di Indonesia, lembaga pembiayaan baik bank maupun non-bank ikut beroperasi sesuai prinsip syariah. Interaksi antara lembaga ekonomi syariah dan konsumen menciptakan hak dan kewajiban, namun ketidakseimbangan tersebut kadang menyebabkan wanprestasi yang memerlukan penyelesaian melalui litigasi dan jalur alternatif. Penelitian normatif ini memfokuskan pada prinsip aksesibilitas dalam penyelesaian sengketa ekonomi syariah di Indonesia. Aksesibilitas, sebagai prinsip mendasar penyelesaian sengketa alternatif (ADR), dieksplorasi dalam konteks Basyarnas (Badan Arbitrase Syariah Nasional), di mana keefektifannya bergantung pada tingkat informasi dan pemahaman antara konsumen dan lembaga keuangan syariah. Basyarnas-MUI muncul sebagai pilihan masyarakat untuk penyelesaian sengketa syariah, dengan harapan aksesibilitas yang ditingkatkan melalui kantor perwakilan regional. Sebaliknya, tantangan aksesibilitas teramati pada Lembaga APS di bawah pengawasan OJK, menghambat keterlibatan publik. Mediasi wajib pada sengketa yang diselesaikan melalui peradilan agama memberikan aksesibilitas untuk penyelesaian sengketa. Namun, hambatan tetap ada dalam menerapkan prinsip aksesibilitas untuk penyelesaian sengketa ekonomi syariah di Indonesia, terutama terkait pembatasan pada penyelesaian sengketa di luar pengadilan akibat perjanjian baku dalam kegiatan ekonomi.

Kata Kunci: *Penerapan; Kontrak Leasing; Pembiayaan; Perjanjian-Perjanjian*

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Introduction

The surge of Sharia-based businesses in Indonesia has influenced both bank and non-bank financing institutions to operate in line with Sharia principles. The growth of Islamic banks up to 2011 indicates a significant institutional increase, encompassing 11 Sharia Commercial Banks (BUS), 23 Sharia Business Units (UUS), and 146 Sharia People's Financing Banks (BPRS), reaching 89 districts/cities in 33 provinces. As of 2019, approximately 189 Sharia banks, including 14 Sharia Commercial Banks (BUS), 20 Sharia Business Units (UUS), and 164 Sharia People's Financing Banks (BPRS), operate in Indonesia.¹ However, despite the growing number of Sharia financial institutions, especially Sharia banking, the demand for Sharia financial products remains low, with Sharia financial inclusion at only 9.1% (OJK National Survey of Financial Literacy, 2019).²

Sharia economic institutions also extend to Sharia insurance, with seven Sharia life insurance companies and 23 Sharia units, along with five Sharia general insurance companies and 24 teams reported in 2021. The total number of insurance and reinsurance companies in Indonesia is expected to reach 62 by 2021. Despite consistent asset growth in the last five years, reaching IDR 41.91 billion in 2019, the market share based on Islamic principles is only 6.6%, with the majority held by conventional insurance.³

The proliferation of Sharia-based economic activities has led to an increase in

Sharia financial products, resulting in conflicts, particularly in the form of Sharia financial disputes.⁴ Breach of contract is a common dispute, accompanied by unlawful acts, causing losses for the parties involved. To mitigate conflicts, clear rules and dispute resolution mechanisms are essential for legal certainty.⁵

Disputes arising from non-fulfillment of rights and obligations can be resolved through litigation or non-litigation methods. Litigation, conducted through judicial institutions, particularly religious courts for Sharia economic disputes, may result in win-lose outcomes, leading to feelings of hostility. Moreover, the lengthy court proceedings exacerbate material and immaterial losses for the parties involved.⁶

Non-litigation dispute resolution, an attractive alternative, offers shorter processing times and simpler procedures. One non-litigation route, regulated by the Financial Services Authority Regulation Number 1/POJK.07/2014,⁷ focuses on alternative dispute resolution institutions in the financial services sector. Banking cases, for instance, can be resolved through mediation at the Indonesian Alternative Banking Dispute Resolution Institute, offering pro-bono and commercial services based on compensation claim amounts. The mechanism emphasizes accessibility, independence, fairness, efficiency, and effectiveness, providing a balanced

¹ Rahadi Wasi Bintoro, "Basic Principles of Sharia Economy for Community Economic Empowerment (Study of the Sharia Principles Application in Indonesia)," *Problems of Legality*, no. 153 (2021), <https://doi.org/10.21564/2414-990x.153.222847>.

² Adhitya Ginanjar and Salina Hj Kassim, "Roles of Islamic Microfinance Institutions in Improving Financial Inclusion in Indonesia: Empirical Evidence from Baitulmaal Wa Tamwil," *Al-Iqtishad: Jurnal Ilmu Ekonomi Syariah* 13, no. 1 (2021), <https://doi.org/10.15408/aiq.v13i1.19842>.

³ Zaenudin Mansyur, "IMPLEMENTASI TEORI MAQASHID SYARI'AH ASY-SYATIBI DALAM MUAMALAH KONTEMPORER," *JURISDICTIONE* 11, no. 1 (2020), <https://doi.org/10.18860/j.v11i1.7675>.

⁴ Michèle Schmiegelow and Henrik Schmiegelow, *Institutional Competition between Common Law and*

Civil Law: Theory and Policy, Institutional Competition between Common Law and Civil Law: Theory and Policy, 2014, <https://doi.org/10.1007/978-3-642-54660-0>.

⁵ Karim Ginena, "Shari'ah Risk and Corporate Governance of Islamic Banks," *Corporate Governance* 14, no. 1 (January 2014): 86–103, <https://doi.org/10.1108/CG-03-2013-0038>.

⁶ Arskal Salim, "Contemporary Islamic Law in Indonesia: Sharia and Legal Pluralism," *Contemporary Islamic Law in Indonesia: Sharia and Legal Pluralism* 6 (2015): 1–214, <https://doi.org/10.1080/14442213.2015.1125772>.

⁷ Riska Wijayanti and Septiana Na'afi, "Impact and Effort of Legal Protection for Stakeholders Due to Merger Activities Islamic Banks in Indonesia," *EKONOMIKA SYARIAH: Journal of Economic Studies* 6, no. 2 (2022), <https://doi.org/10.30983/es.v6i2.5809>.

treatment for conflicting parties.⁸

The principle of accessibility in alternative dispute resolution institutions is crucial for consumer access, requiring an easily accessible dispute resolution service scheme, effective communication strategies, and enhanced consumer understanding of the resolution process.⁹ The research aims to explore the application of the accessibility principle in the alternative resolution of Sharia economic disputes in Indonesia and identify obstacles in its implementation.

Literature Review

Accessibility Principles

Article 5 of Financial Services Authority Regulation Number 1/POJK.07/2014, addressing Alternative Dispute Resolution Institutions in the Financial Services Sector, delineates the principle of accessibility. This regulation ensures that Alternative Dispute Resolution (ADR) Institutes maintain an easily accessible dispute resolution service scheme for consumers. Strategies are devised to enhance consumer access and understanding of the dispute resolution process across all regions of Indonesia.¹⁰

Alternative Dispute Resolution

The non-litigation or Alternative Dispute Resolution (ADR) route, as described

by Philip D. Bostwick, encompasses legal experiences and techniques with the objectives of resolving disputes outside the court, minimizing litigation costs and delays, and preventing disputes from reaching the courts.¹¹

National Sharia Arbitration Board

The establishment of the National Sharia Arbitration Board (Basyarnas) fills a legal void and aims to:¹²

1. Resolve civil disputes with a focus on peace efforts (islah) as guided by Quranic verses (QS. al-Hujurat verse 9 and QS. An-Nisa verse: 128).¹³
2. Facilitate the resolution of business disputes operating under Islamic Law.¹⁴
3. Function as a permanent institution to address civil disputes between Sharia banks and their customers or service users, emphasizing Islamic Law.¹⁵
4. Provide a fair and expeditious resolution for Sharia economic disputes in trade, industry, services, and other areas related to Sharia business.¹⁶
5. Offer binding opinions upon request regarding contract-related issues.

Religious Courts

Judges overseeing Sharia economic cases adhere to principles outlined in

⁸ Budiharto and Edy Sismarwoto, "Freedom of Contracts and Dispute Settlement between Conventional Banking and Sharia Banking," *International Journal of Economics and Business Administration* 8, no. 1 (2020), <https://doi.org/10.35808/ijeba/438>.

⁹ Nun Harrieti, "Legal Implications of the Establishment of Alternative Institution of Dispute Resolution of Indonesian Banking (LAPSPI) on Sharia Banking Dispute Settlement in Indonesia," *FIAT JUSTISIA: Jurnal Ilmu Hukum* 11, no. 4 (2018), <https://doi.org/10.25041/fiatjustisia.v11n04.1102>.

¹⁰ Muhammad Fikri Aufa and Fadia Fitriyanti, "The Integration of Alternative Dispute Resolutions Institutions in the Financial Services Sector with POJK No. 61/POJK.07/2020," *Veteran Law Review* 5, no. 2 (2022), <https://doi.org/10.35586/velrev.v5i2.4633>.

¹¹ Anastasia Yuli Susanti and Sabela Gayo, "The Use of Mediation as an Alternative Dispute Resolution in the Settlement of Banking Disputes," *International Journal of Research and Review* 10, no. 4 (2023), <https://doi.org/10.52403/ijrr.20230441>.

¹² Baiq Inti Dhen, "'Dharmasisya' Jurnal Program Magister Hukum FHUI 'Dharmasisya' Jurnal Program

Magister Hukum FHUI PENGADILAN INDONESIA PENGADILAN INDONESIA," *Jurnal Program Magister Hukum FHUI* 1, no. January (2022).

¹³ Achmad Fikri Oslami, "Sharia Economic Dispute Settlement Between Religious Courts And Basyarnas," *Nurani: Jurnal Kajian Syari'ah Dan Masyarakat* 22, no. 1 (2022), <https://doi.org/10.19109/nurani.v22i1.10667>.

¹⁴ Syams Eliaz Bahri, "PENYELESAIAN SENGKETA EKONOMI SYARIAH MELALUI BASYARNAS DITINJAU DARI ASAS KEPASTIAN HUKUM, Keadilan dan KEMANFAATAN," *Tamwil* 3, no. 1 (2020), <https://doi.org/10.31958/jtm.v3i1.1075>.

¹⁵ Zaidah Nur Rosidah and Layyin Mahfiana, "Efektivitas Penerapan Prinsip-Prinsip Syariah Dalam Penyelesaian Sengketa Ekonomi Syariah Di Badan Arbitrase Syariah Nasional (Basyarnas)," *TAWAZUN: Journal of Sharia Economic Law* 3, no. 1 (2020), <https://doi.org/10.21043/tawazun.v3i1.7529>.

¹⁶ Hasyim Sofyan Lahilote and Moh. Fitri Adam, "EKSISTENSI BASYARNAS DALAM PENYELESAIAN SENGKETA PERBANKAN SYARIAH DI INDONESIA," *Al-'Aqdu: Journal of Islamic Economics Law* 1, no. 2 (2021), <https://doi.org/10.30984/ajel.v1i2.1808>.

Religious Court procedural law, including:

- Divine Principle
- Principles of Islamic Personality
- Principle of Freedom
- Principle of Judges as Passive
- Principles of Open Sessions to the Public
- Principle of Equality
- Principle of Procedures Subject to Fees
- Flexibility Principle
- Principles of Peace

In evaluating Sharia economic disputes, judges must consider the quality of contracts, which serve as the primary source of law in Sharia economics. They assess compliance with the pillars of a valid contract, including adherence to principles of freedom, equality, fairness, honesty, truth, and the avoidance of elements contrary to Islamic law such as *vile*, *gharar*, and *usury* in all forms.¹⁷

Method

This study adopts a normative legal research approach, aiming to uncover dogmatic legal truths through secondary data analysis from a positive perspective (Das Solen). The research employs both statutory regulation and conceptual approaches, relying on qualitative methods for data analysis. Normative legal research perceives law as written norms or regulations established by authoritative institutions. Data collection involves document or library material study, while the analysis utilizes qualitative methods. Secondary data form the basis of this research, presented in a descriptive analysis report. The illustrative nature of this study aims to offer a comprehensive and systematic overview of legal principles, rules, doctrines, and statutory regulations relevant to the research topic.

Results and Discussion

Accessibility Principles in Sharia Economic Dispute Resolution

Sharia Economic Disputes in Indonesia

involve legal conflicts arising from business activities conducted under Sharia principles. These encompass various sectors like Islamic banking, insurance, mutual funds, bonds, securities, pawnshops, and microfinance institutions. Conflicts typically stem from contract breaches or unlawful acts, termed as *Matalan* in Islamic law. Resolving these disputes, primarily within banking and insurance, can occur through litigation or non-litigation alternatives such as mediation, adjudication, and arbitration. This paper examines the application of accessibility principles in alternative dispute resolution methods, focusing on the National Sharia Arbitration Board (Basyarnas) and alternative institutions under the Financial Services Authority (OJK).¹⁸

Resolution through Basyarnas

Established by the Indonesian Ulema Council (MUI), Basyarnas aims to provide fair and swift resolutions in civil disputes related to trade, industry, and finance. It operates based on Islamic law and national law, ensuring harmony between the two. Accessibility to Basyarnas is contingent on information levels between consumers and Sharia financial institutions, emphasizing consensus and written agreements. While Basyarnas-MUI has representative offices in 20 provinces, challenges persist in reaching all regions, affecting community accessibility. The institution resolves disputes through arbitration, guided by Law No. 30 of 1999. Despite using its procedural regulations, adherence to national law and Islamic law remains crucial.

Table 1. Resolution through Basyarnas

Aspect	Description	Key Points
Establishment and Purpose	Established by the Indonesian Ulema Council (MUI), Basyarnas aims to provide fair and swift	Operates based on Islamic law and national law, ensuring

¹⁷ Zalna Tiara and Kukuh Tejomurti, "Efficiency of Implementation of Alternative Dispute Settlement for Fintech Lending Users," *Jurnal Scientia Indonesia* 8, no. 1 (2022), <https://doi.org/10.15294/jsi.v8i1.35951>.

¹⁸ Aufa and Fitriyanti, "The Integration of Alternative Dispute Resolutions Institutions in the Financial Services Sector with POJK No. 61/POJK.07/2020."

Aspect	Description	Key Points
	resolutions in civil disputes related to trade, industry, and finance.	harmony between the two.
Accessibility	Contingent on information levels between consumers and Sharia financial institutions, emphasizing consensus and written agreements. Representative offices in 20 provinces, but challenges persist in reaching all regions.	Resolves disputes through arbitration, guided by Law No. 30 of 1999, using procedural regulations while adhering to national and Islamic law.

Table 1 outlines Basyarnas, a dispute resolution body established by MUI for trade, industry, and finance. It harmonizes Islamic and national law.

Alternative Dispute Resolution Institutions under OJK

Alternative dispute resolution in the financial services sector, overseen by OJK, includes mediation, adjudication, and arbitration. The principle of accessibility is mandated by OJK Regulation No. 1/POJK.07/2014, emphasizing easy consumer access and communication strategies development. Currently, six institutions, including the Indonesian Insurance Mediation and Arbitration Agency (BMAI) and Indonesian Alternative Banking Dispute Resolution Institute (LAPSPI), handle dispute resolution. However, challenges arise from non-standardized services, quality variations, and limited accessibility, mainly concentrated in Jakarta. Increasing outreach and public awareness are vital to enhance accessibility.

Table 2. Alternative Dispute Resolution Institutions under OJK

Aspect	Description	Challenges
OJK Oversight	Alternative dispute resolution in the financial services sector, overseen by OJK Regulation No. 1/POJK.07/2014 mandates the principle of	

¹⁹ Erie Hariyanto, "Public Trust in the Religious Court to Handle Dispute of Sharia Economy," *Ahkam: Jurnal*

Aspect	Description	Challenges
	OJK, includes mediation, adjudication, and arbitration.	accessibility. Six institutions handle dispute resolution.
Challenges and Solutions	Challenges include non-standardized services, quality variations, limited accessibility, concentrated in Jakarta. Increasing outreach and public awareness are vital to enhance accessibility.	Challenges arise from non-standardized services, quality variations, and limited accessibility, concentrated in Jakarta. Increasing outreach and public awareness are vital to enhance accessibility.

Table 2 details OJK oversees financial dispute resolution via six institutions offering mediation, adjudication, and arbitration. Challenges include service non-standardization, quality variations, and limited accessibility, primarily in Jakarta. Enhancing outreach and public awareness is crucial.

Religious Courts as an Option

Sharia economic disputes fall under the authority of Religious Courts, handling cases between financial institutions, financing institutions, and their customers. The courts play a holistic role, serving law and justice, enforcing regulations, and restoring peace. Civil procedural law applies, differentiating between simple and ordinary procedures. Mediation procedures, mandated by Supreme Court Regulation No. 1 of 2016, are offered to parties before reading the lawsuit. In the case of banking disputes, parties must engage in good faith mediation, cooperating with mediators and attending scheduled meetings.¹⁹

Table 3. Religious Courts as an Option

Aspect	Description	Key Procedures
Authority and Role	Sharia economic disputes fall under the authority of Religious Courts, handling cases between financial institutions and their customers.	Courts play a holistic role, serving law and justice, enforcing regulations, and

Ilmu Syariah 22, no. 1 (2022), <https://doi.org/10.15408/ajis.v22i1.26216>.

Aspect	Description	Key Procedures
	institutions, financing institutions, and their customers.	restoring peace.
Procedures	Civil procedural law applies, differentiating between simple and ordinary procedures. Mediation procedures, mandated by Supreme Court Regulation No. 1 of 2016, are offered to parties before reading the lawsuit.	In banking disputes, parties must engage in good faith mediation, cooperating with mediators and attending scheduled meeti

Table 2 outlines Religious Courts handle Sharia economic disputes involving financial institutions and their customers. They enforce laws, deliver justice, and restore peace. Procedures follow civil law, with mediation required by Supreme Court Regulation No. 1 of 2016 before lawsuits proceed. Good faith mediation is mandatory in banking disputes. Sharia economic dispute resolution in Indonesia includes litigation and non-litigation options, such as Basyarnas and OJK institutions. Challenges include accessibility, service standardization, and confidentiality. Religious Courts and mandatory mediation improve access. Enhancing information, public awareness, and procedural efficiency can make dispute resolution more effective.

Obstacles in Applying the Principle of Accessibility in Alternative Settlement of Sharia Economic Disputes in Indonesia

While alternative dispute resolution methods, such as Sharia arbitration, offer an alternative to litigation in resolving economic disputes, applying the principle of accessibility faces challenges in Indonesia. The prevalence of standard contracts and unequal bargaining positions between financial institutions and customers, coupled with limited awareness and accessibility of arbitration institutions like Basyarnas, contribute to obstacles in implementing accessible and fair dispute resolution.

Challenges in Standard Contracts

Standard agreements, serving as benchmarks for legal relationships between consumers and business actors, present an inherent challenge. These agreements, which dictate terms and resolutions in case of disputes, often result in unequal bargaining positions. The principle of "take it or leave it" leaves customers with limited choices, significantly affecting the less dominant party, i.e., the customer. The absence of negotiation power in these agreements undermines the principle of freedom of contract.²⁰

Table 4. challenges in standard contracts:

Challenges	Description	Impact
Unequal Bargaining Positions	Customers often face a disadvantage in negotiations.	Limited choices for customers, promoting a "take it or leave it" approach.
Limited Negotiation Power	Customers have restricted ability to negotiate terms.	The less dominant party, usually the customer, is adversely affected.
Impact on Freedom of Contract	The principle of freedom of contract is compromised.	Standard agreements restrict the ability to free

This table 4 outlines the challenges associated with standard contracts, emphasizing the impact on bargaining positions, negotiation power, and the fundamental principle of freedom of contract.

Dispute Resolution Clauses

Within standard agreements, dispute resolution clauses play a pivotal role in determining the resolution method for potential disputes. The freedom of parties to choose a resolution forum is fundamental, and well-drafted clauses can maintain good relations and business continuity. However, challenges arise when disputes can only be

²⁰ Antonio Romero-Medina and Matteo Triossi, "Take-It-or-Leave-It Contracts in Many-to-Many Matching

Markets," *Economic Theory* 75, no. 2 (2023), <https://doi.org/10.1007/s00199-022-01417-5>.

resolved through specific institutions, such as Basyarnas or religious courts. The principle of freedom of contract is compromised when parties are bound to predetermined resolution forums.²¹

Table 5. Dispute Resolution Clauses Challenges

Challenges	Description	Impact
Limitation on Forum Choice	Dispute resolution clauses may restrict parties to specific institutions (e.g., Basyarnas, religious courts).	Compromises the fundamental principle of freedom of contract as parties are bound to predetermined resolution forums.
Restricted Freedom of Contract	Parties may have limited freedom to choose a resolution forum in case of disputes.	The freedom of parties to choose a resolution forum is restricted, impacting their autonomy in contract negotiations.
Challenges in Business Relations	Difficulties may arise in maintaining good relations and business continuity.	Well-drafted dispute resolution clauses are essential for preserving relationships; limitations may lead to challenges in business relations.

Based on Table 5 Dispute resolution clauses often limit parties to specific forums like Basyarnas or religious courts, restricting their contractual freedom and potentially straining business relations. This highlights the need for well-drafted clauses to maintain continuity and relationships.

Legal Basis and Jurisdiction

The legal basis for resolving Sharia economic disputes adds complexity. While Law Number 21 of 2008 on Sharia Banking grants authority to Religious Courts for dispute resolution, Article 55(2) allows parties to agree on alternative dispute resolution methods as per their contract. This includes the option to resolve disputes

through Basyarnas. Despite this flexibility, challenges persist in widespread awareness and understanding of Basyarnas, limiting its adoption as an accessible alternative.²²

Table 6. Legal Basis and Jurisdiction Challenges

Challenges	Description	Impact
Complex Legal Basis	Resolving Sharia economic disputes involves navigating the complexity of legal foundations.	Complexity arises due to the interplay between Law Number 21 of 2008 on Sharia Banking, which designates Religious Courts, and Article 55(2), allowing alternative dispute resolution methods.
Limited Awareness of Basyarnas	Despite the option to resolve disputes through Basyarnas, there is limited awareness and understanding of this alternative.	Challenges in widespread adoption of Basyarnas as an accessible alternative due to insufficient awareness among parties involved.

Table 6 outlines Sharia economic disputes face challenges due to complex legal foundations and limited awareness of Basyarnas, affecting its widespread adoption.

Geographical and Cultural Challenges

Basyarnas, as a Sharia arbitration institution, faces geographical and cultural challenges. With representation in only 21 provinces as of January 2021, accessibility becomes an issue for those residing in areas without a Basyarnas office. Furthermore, the lack of socialization and awareness about Basyarnas in the public domain adds to the challenges. Overcoming these obstacles requires expanding Basyarnas' reach and implementing effective awareness campaigns.

²¹ Umar A. Oseni, Abideen Adewale, and Nor Razinah Binti Mohd Zain, "Customers' Perceptions on the Dispute Resolution Clauses in Islamic Finance Contracts in Malaysia," *Review of Financial Economics* 31 (2016), <https://doi.org/10.1016/j.rfe.2016.05.004>.

²² Doli Witro, "Legal Basis for Conventional and Sharia Investments in the Indonesian Capital Market," *Journal of Economic Studies* 5, no. 1 (2021).

Table 7. Geographical and Cultural Challenges

Challenges	Description	Impact
Limited Geographic Presence	Basyarnas is currently represented in only 21 provinces as of January 2021.	Accessibility becomes a challenge for individuals residing in areas without a Basyarnas office.
Lack of Socialization and Awareness	There is a deficiency in public awareness and understanding of Basyarnas.	The absence of knowledge about Basyarnas hinders its acceptance and utilization as an accessible Sharia arbitration institution.
Need for Expansion and Awareness Campaigns	Overcoming these challenges necessitates expanding Basyarnas' geographic reach and implementing effective awareness campaigns.	Expanding the institution's presence and increasing public awareness are crucial steps for improved accessibility.

Based on Table 7, Basyarnas faces challenges due to limited geographic presence and low public awareness, affecting accessibility and utilization. Expanding its reach and increasing awareness are essential for improving its effectiveness. The principle of accessibility in Sharia economic dispute resolution in Indonesia faces challenges, including standard contracts with unequal bargaining, problematic dispute resolution clauses, and limited awareness of institutions like Basyarnas. To improve accessibility, it is crucial to reevaluate agreements, promote alternative dispute resolution options, and expand arbitration institutions' reach. Addressing these issues is essential for a fair and efficient dispute resolution process.

Conclusion

In conclusion, the application of the principle of accessibility in alternative Sharia economic dispute resolution in Indonesia involves several key components, including accessibility to Basyarnas, APS Institutions

under the auspices of the OJK, and mediation in court. However, the current landscape presents challenges that hinder effective accessibility and may impact the resolution of disputes outside the court system.

The presence of Basyarnas-MUI, with representative offices in 20 provinces, indicates a significant step towards accessible dispute resolution. However, the limited coverage poses a challenge, and efforts should be made to expand its reach to ensure broader accessibility for communities across Indonesia. A representative office in each region could substantially enhance the level of accessibility and understanding among the public, particularly customers and Sharia financial institutions.

APS Institutions under the OJK play a crucial role in alternative dispute resolution. Nevertheless, issues related to the difficulty of public access, especially due to the concentration of offices in Jakarta, and challenges with the implementation of mandated websites need to be addressed. Transparency and proper functioning of these websites are essential for providing accurate information to the public.

In disputes resolved through religious courts, mediation is mandated, providing an alternative path for dispute resolution. This highlights the importance of mediation in the overall accessibility framework. The judge's role in offering mediation directly contributes to the accessibility of parties involved in the dispute.

Despite these positive aspects, obstacles persist, particularly in the prevalence of standard contracts in economic activities involving financial institutions. Unequal bargaining positions may limit the freedom of parties to choose dispute resolution methods. This necessitates a reevaluation of standard contracts to foster fairness and empower customers with legal options.

In light of the identified challenges, it is imperative to implement the recommendations outlined earlier. These recommendations focus on expanding the reach of dispute resolution institutions, improving public awareness, enhancing legal

options for customers, and fostering collaboration among stakeholders. By addressing these aspects, Indonesia can build a more accessible and inclusive framework for alternative Sharia economic dispute resolution, ensuring fair and efficient resolution processes for all parties involved.

Credit Authorship Contribution

Nurhani Fithriah: study design, investigation, draft preparation, supervision.
Dimas Dwi Arso: study design, resources provision, review, editing.
Arini Azka Muthia: methodology, data analysis, validation.

Declaration of Competing Interest

The authors declare no competing interests related to this study. No financial or personal conflicts of interest are present.

Data Availability

Data are not available for sharing.

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