Measuring Sharīʿah Compliance Model:
Evidence from Islamic Banks in Indonesia

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ABSTRACT. Measuring the *sharīʿah*-compliance achievement of Islamic banks is important because the bank products should follow *sharīʿah* principles. Although some studies have formulated measurement models, most of the models are still conceptual or empirical research but with the partial approach employing only part of sharīʿah-compliance variables such as a contract or *maqāṣid al-sharīʿah* alone. Therefore, this study attempts to bridge the gap by building a comprehensive model and implementing it to the empirical research in ten Indonesian Islamic Banks by utilizing two *sharīʿah* compliance variables: the contract and *maqāṣid al- sharīʿah* simultaneously. In this study, the modeling process used a theory-based method. Afterward, the paper expresses the measurement results in a *sharīʿah* compliance index. The *sharīʿah*-compliance index represents a comparison between standard and measurement scores. The study has found that the Bank standard operating procedure (SOP) of the product and its implementation did not fully achieve the model standard scores with the rare frequency of s*harīʿah* non-compliant events in its practice.

KEYWORDS: Sharia compliance, Islamic bank, Banking regulation, Focus group discussion, Contract, *Maqāshid al-sharīʿah*

JEL CLASSIFICATION: C81, C90, G21, G38, K12

KAUJIE CLASSIFICATION: B2, B4, C2, L21, O1

1. Introduction

The development of the Islamic banking industry has recently become an increasing trend. The Islamic Finance Country Index (IFCI) has released the growth of Islamic banking and financial development in 47 countries between 2012 and 2019 (Edbiz Consulting, 2019, p. 64). This growth is inseparable from the role of sharia principles embedded in Islamic bank products. Many researchers revealed that religious belief is a motive to choose Islamic banks in various contexts as in the investment purpose (Awan & Bukhari, 2011, pp. 17-18).

Islam allows free *riba, gharar, maysir*, and other halal goods and service transactions. Furthermore, Islam prohibits any sharia standards violation. Thus, Islamic banks must mitigate their sharia non-compliance risk, which may arise from sharia regulation breaching. Moreover, Islamic banks should prioritize sharia non-compliance risk management by developing assessment tools and conducting measurement activities to avoid deviations in transactions.

Several cases were reported in the National Indonesian media that present potential irregularities in Islamic banking transactions. For instance, a fictitious house financing case happened in 2013, amounting to Rp 1.1 trillion in one branch of one of the Islamic Banks (CNN Indonesia, 2018). Another case is hajj loan financing which has been an Indonesian national issue since it causes an increase in queues of pilgrims and linkage between the amount of *ijarah* fee for hajj registration and the value of loan provided by Islamic banks. This linkage was contradictory to the *fatwa* (law) of the Indonesian National Sharia Board number 29 2002 (Republika, 2013).

Many researchers have conducted studies on sharia compliances in Islamic Banking. Rosly (2010) proposed a model with four sharia compliance parameters, a contract, *maqāshid al-sharī'ah*, financial reporting, and legal documentation. Rosly (2010, p. 134) added that the new product becomes sharia compliance when it fulfills the contract requirement and is permissible when satisfying *maqāshid al-sharī'ah* aspects. Fulfilling *maqāshid al-sharī'ah* can secure the benefit and repel the transaction harm. However, the Rosly model remains conceptual in which the study did not explore the technical aspects.

Ahmed (2011) examined a framework of *maqāshid al-sharī'ah for* assessing sharia compliance aspect at the product level. In this matter, Ahmed analyzed Islamic financial products into three categories: pseudo-Islamic, sharia compliance, and sharia base. A Pseudo-Islamic product conforms to the legal form only. As for sharia-compliant products would satisfy the formal and substance of Islamic law, while a sharia-based product is a sharia-compliant product that fulfills the legitimate needs of all market segments (Ahmed, 2011, p. 156). As well as Rosly (2010), Ahmed did not conduct an empirical study on the assessment framework.

Bedoui and Mansour (2015) also developed a model to measure *maqāshid al-sharī'ah* associating the performance of Islamic banks using a pentagon-shaped structure. They did not apply the empirical research model. In this study, Bedoui and Mansour created a simulation with the model in several conditions, such as a condition where an Islamic bank only well-performs in the financial aspects at the expense of *maqāshid al-sharī'ah*. Meanwhile, Mohammed and Abdul Razak (2008), followed by Hartono and Sobari (2017), conducted similar research in Islamic banking by classifying the *maqāshid al-sharī'ah* into several categories from the concept to the measurable element to produce the *maqāshid al-sharī'ah* index.

Other studies such as Rosly and Sanusi (1999), Wan Ahmad et al. (2004), Dusuki (2009), Noor (2009), Khan (2010), Qureshi (2011), and Kahf and Hamadi (2014), employed the mapping analysis method to create a comparison between the concept of *fiqh* and its implementation. With this method, the researchers do not build the model. Rosly and Sanusi (1999) analyzed the Malaysian Islamic Bond products. Based on their research, Rosly and Sanusi (1999, p. 14) stated that the product contains *bai' al-'īnah* and *bai' ad-dayn*. The study found no significant sharia justification of *bai' al-'inah* and *bai' ad-dayn* unacceptable by the majority of the ulama (Islamic leaders, decision-makers). Consequently, the products remain unacceptable among Middle eastern jurists.

Wan Ahmad et al. (2004) analyzed sharia non-compliance aspects of a conventional insurance product by applying two parameters, the existence of *usury* and *gharar*. The study result showed that non-sharia insurance products involve the elements of *usury* and *gharar* that are prohibited. Dusuki (2009) evaluated sharia compliance of Islamic foreign exchange swap by observing the potential *usury*, *gharar*, and other prohibited elements, in the product. Khan (2010) assessed the existing Islamic banking performance from the sharia compliance point of view. Khan (2010, p. 818) revealed that Islamic banking still does not provide purely sharia-compliant vehicles as Islamic banking. It simply replaces conventional banking terminology and offers near-identical services to its clients. Qureshi (2011) highlighted several views of non-sharia insurance that exist in sharia-compliant insurance. Kahf and Hamadi (2014) investigated to what extent the available liquidity management instruments for Islamic banks are sharia compliant.

Many studies have conducted mapping analysis to measure sharia compliance performance by setting up the selected sharia parameters as the assessment standard. The study result, in a sharia compliance index. Refinitiv (2020) performs the studies and Islamic stock markets for instant Jakarta Islamic Index (IDX, 2020) and Dow Jones Islamic Market Index (Marketwatch, 2020) applied the parameters. With this method, the accuracy of the assessment results depends on the Islamic standards chosen to be the parameters. The more the parameters utilized, the better the measurement result. Nonetheless, the index has analyzed several different entities through the same standard, as research performed by Habib and Ul Islam (2014) compares to MSCI Islamic Indices in India and Malaysia.

Previously, some studies employed the modeling methods to examine sharia compliance aspects, while the others used the mapping analysis. Nevertheless, most of it was not comprehensive and implemented in an empirical study because the models only employed a part of sharia compliance variables. Therefore, it requires further research. In this study, the model construction adapted the view of Dusuki and Abozaid (2007, pp. 159-160). Hence, the model did not serve only the formal and legal technicalities of a contract but also assessed the *maqāshid al-sharī'ah* of it.

Based on the discussion above, this study has two main objectives: first, to construct a sharia compliance measurement model in Islamic banking within the framework of contracts and *maqāṣid al-sharī'ah*; and second, to apply the model in measuring sharia compliance at the level of a product standard operating procedure (SOP) and its implementation. The study employed research and development methods to achieve the goal. Therefore, the paper divided the discussion in this study into four sections, modeling stages, operationalization of the model, result discusion, and conclusion.

2. Modeling Stages

The formulation of the model employs the mathematical modeling technics on a theoretical basis. Unlike the data basis that applies the empirical experiments, a theoretical basis applies theories as a modeling standard (Berry & Houston, 2004, p. 22). It comprises of *fiqh* theories related to sharia compliance measurement on a transaction. After constructing the model, the experts validate the model within the FGD and in-depth interviews.

The modeling stages are as follows:

2.1 Determining sharia compliance variables in a transaction

The determination of sharia compliance variables is with a mathematical function that describes the relationship between dependent and independent variables. Principally, the contract (A) and *maqāṣid al-sharī'ah* (M) influenced sharia compliance of a transaction (S_c) by the fulfillment of the contract (A) and *maqāṣid al-sharī'ah* (M) (Al-Zuḥailī, 1985, pp. (4) 94-182). In this matter, the contract becomes the parameter of transaction validity. Furthermore, the *maqāṣid al-sharī'ah* indicates the contract permissibility (Dusuki & Abozaid, 2007, p. 154). Rosly (2010, p. 136) emphasized the importance of *maqāṣid al-sharī'ah* as one of the variables of sharia compliance in transactions, particularly in the scope of finance and Islamic banking.

Therefore, the relationship between sharia compliance as a dependent variable with the contract and *maqāshid al-sharī'ah* as independent variables describes as:

$$S_c = f(A, M) \hspace{3cm} (1)$$

In equation 1, if a transaction does not achieve the contract and *maqāshid al-sharīah* variables or one of them, Al-Ramlī (2009, p. (3) 463) classified it as sharia non-compliant or invalid transaction.

2.2 Formulating the measurement concept of transaction validity

A transaction (T) occurs due to a contract (A) between the parties. When the pillars (R) are complete, they formulate a contract. For instance, there are four pillars in the sale contract (*bai'*), consisting of a seller (R_1), a buyer (R_2), an object (R_3), and *sīghah* (R_4) in the form of offer and acceptance statements (Al-Zuḥailī, 1985, p. (4) 347). When four pillars of a sale contract are complete, the contract exists. Therefore:

$$T = A \qquad (2)$$

Equation 2 means a transaction occurs in the event of a contract and vice versa. Since $T = A$, the transaction validity criteria are the same as the contract validity criteria. In general, there are three pillars of a contract which are contracting parties or *'āqid* (P), an object of the contract or *ma'qūd 'alaih* (O), and *sīghāh* (G) or offer and acceptance statements (Al-Buhūtī, 1997, p. (2) 459; Al-Syarbīnī, 1997, p. (2) 6). The sale contract performs when pillars (P, O, G) are complete. Thus, we rewrite the equation above into:

$$T = A = P + O + G \qquad (3)$$

The use of the summation in equation 3 means that the absence of G does not invalidate the existence of P and O. For instance, Ahmad wants to sell his motorbike to Hasan. The motorbike still belongs to Ahmad because Ahmad and Hasan do not perform the contract yet. There are the parties (P) and the object (O) of the transaction, but there is no *sīghāh* (G) or contract statement. However, the absence of G cannot nullify the existence of P and O.

The existence of P, O, and G is invalid if the terms and conditions do not exist. In the previous example, if Hasan agrees to purchase the motorbike of Ahmad, and there has been a statement of offer and acceptance between them, the contract becomes valid. However, if Ahmad is not the owner of the motorbike, the contract becomes invalid. In a mathematical model, we express the relationship between P and its terms and conditions in the multiplicative form. The terms and conditions of P serve as the parameter of P (Klein, 1998). If λ represents the terms and conditions of P, the relationship among them is λP. Hence, we reform the equation as follows:

$$T = A = \lambda P + \beta O + \sigma G \qquad (4)$$

λ, β, σ are the parameters of each P, O and G.

2.3 Formulating the measurement concept of transaction permissibility (*maqāṣid Al-sharī'ah*)

The measurement of transaction permissibility aims to measure the existence of transaction *maqāṣid al-sharī'ah* (M) (Dusuki & Abozaid, 2007, p. 155). The type of transaction *maqāṣid al-sharī'ah* (M) viewed from different perspectives according to the research objective (Al-Khādimī, 2001, p. 71; Al-Raisūnī, 2010, p. 13). By adding the *maqāṣid al-sharī'ah* variable, equation 1 rewritten as:

$$T = A + M \qquad (5)$$

In a contract, there are parties, objects, and statements with their terms and conditions. In the sale contract, the parties are a seller and a buyer. Objects of a contract are an asset and an asset price. An offer and acceptance as the contract statements. Considering this, equation 5 restate as follows:

$$T = A + M = \left(\left(\sum_{i=1}^{k} \lambda_{gi} P_g + \sum_{l=1}^{n} \lambda'_{gl} P'_g \right) + \left(\sum_{n=1}^{p} \beta_{mn} O_m + \sum_{s=1}^{u} \beta'_{ms} O'_m \right) + \left(\sum_{w=1}^{y} \sigma_{vw} G_v + \sum_{x=1}^{z} \sigma'_{vx} G'_v \right) \right) + \left(\sum_{p=1}^{n} M_p \right) \qquad (6)$$

where:

S_c	:	Sharia compliance
T_o	:	Standard score or standard value of a transaction
T_n	:	Observation score or observation value of a transaction
T	:	Transaction
A	:	Contract
P	:	First contracting party
P'	:	Second or more other contracting parties
λ	:	Terms and conditions of the first contracting party
λ'	:	Terms and conditions of the second or more other contracting parties
O	:	First object of the contract pillar
O'	:	Second or more other objects of the contract pillar
β	:	Terms and conditions of the first object of the contract pillar
β'	:	Terms and conditions of the second or more other objects of the contract pillar
G	:	Statement of offer and acceptance
G'	:	Second statement of offer and acceptance
σ	:	Terms and conditions of the statement of offer and acceptance
σ'	:	Terms and conditions of the second statement or more other statements
M	:	Sharia objectives of the transaction

2.4 Sharia compliance measurement result

The measurement results in this study are in the form of a sharia compliance index. The sharia compliance index shows the achievement of each parameter in the model. Furthermore, the study performed a qualitative analysis to determine the weight of non-compliant events captured in the model. The formulation of index refers to a simple index comparing the value of assessment with the standard of value. T in equation 6 has a standard value (T_o). If the measurement result fulfilled the target, the transaction meets the sharia compliance principles. Moreover, the contract that performs all sharia compliance parameters will achieve the standard value. Hence, we satisfy the condition of sharia compliance (S_c) if:

$$S_c = \frac{T_n}{T_o} = 1 \qquad (7)$$

If $S_c = 1$, the transaction was categorized as sharia-compliant, and if $S_c < 1$, it will be classified as sharia non-compliant.

3. Operationalization of the Model

### 3.1 Derivation of the model from a concept to measurable elements

In the model, sharia compliance becomes a measured concept (C). The concept (C) as shown in figure 3.1, is divided into two dimensions (D): contract (D_1)

and *maqāshid al-sharī'ah* (D_2). Then, the contract dimension (D_1) is divided into two sub-dimensions consisting of pillars ($D_{1.1}$) and terms and conditions ($D_{1.2}$). There are three pillars involving parties or *'āqidān* ($E_{1.1.1}$), an object of the contract or *ma'qūd 'alaih* ($E_{1.1.2}$), and statements or *shīghah* ($E_{1.1.3}$). The terms and conditions ($D_{1.2}$) are split to party terms and conditions ($E_{1.2.1}$), object terms and conditions ($E_{1.2.2}$), and statement terms and conditions ($E_{1.2.3}$).

The dimension of *maqāshid al-sharī'ah* (D_2) is divided into five sub-dimensions of *maqāshid al-sharī'ah*, consisting of protection of faith ($D_{2.1}$), protection of life ($D_{2.2}$), protection of lineage ($D_{2.3}$), protection of intellect ($D_{2.4}$), and protection of property ($D_{2.5}$) (Al-Raisūnī, 2010, p. 13). This study opera tionalized two *maqāshid al-sharī'ah* sub-dimensions considering the data availability. Based on the consideration above, the model derived the protection of faith ($D_{2.1}$) from measurable elements in the form of income purification ($E_{2.1.1}$) and applied the property protection ($D_{2.5}$) in the form of economic productivity ($E_{2.5.1}$) and the contract objective ($E_{2.5.2}$).

After the model derived from the concept (C) to sub-elements (E) as described in figure 3.1, the sub-elements are presented in more detail in Tabel 3.1 to obtain a measurable form of sharia compliance parameters of a transaction.

Figure (3.1). Derivation of the Model from Concept to Elements.
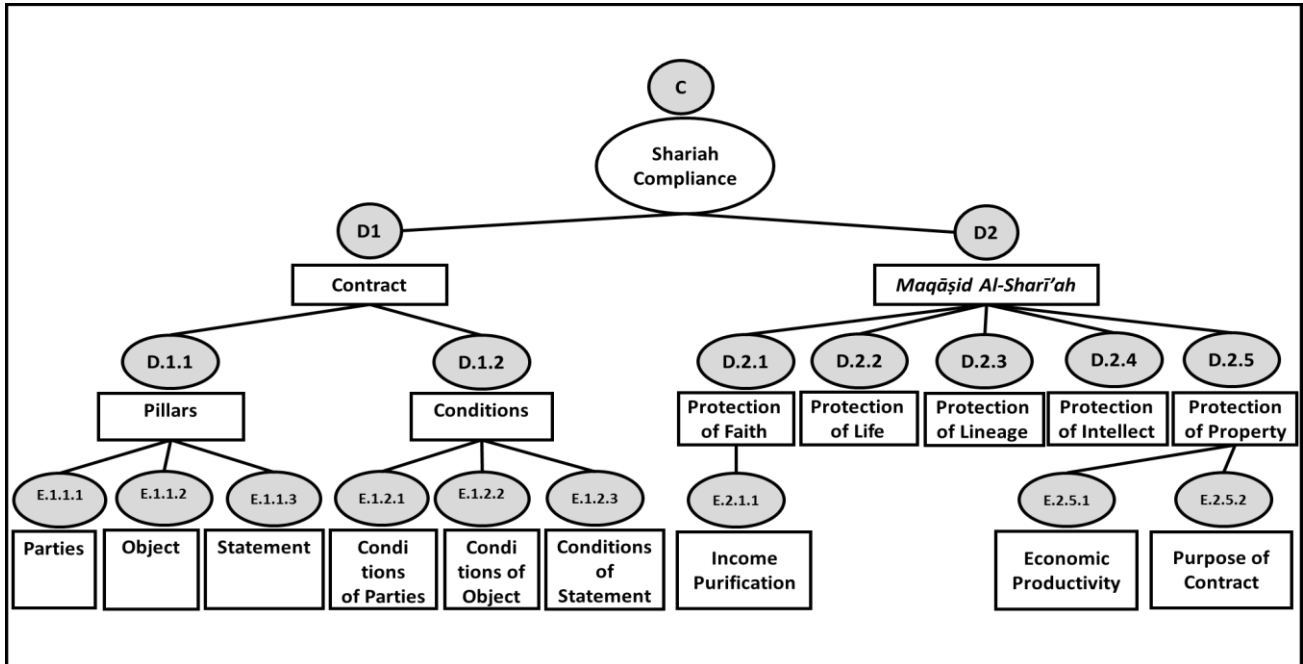
Source: Authors

Table (3.1). Derivation table of the model.

SUB-DIMENSIONS		ELEMENTS			
$D_{1.1}$	Pillars	E.1.1.1	Parties (P)	E.1.1.1	Existence of the parties (P)
		E.1.1.2	Object (O)	E.1.1.2	Existence of the object (O)
		E.1.1.3	Statement (G)	E.1.1.3	Existence of the statement (G)
$D_{1.2}$	Conditions	E.1.2.1	Conditions of parties (λ)	E.1.2.1.1	Legal capacity of the parties (λ_1)
				E.1.2.1.2	Authority of the parties (λ_2)
		E.1.2.2	Conditions of objects (β)	E.1.2.2.1	Legitimation of the object (β_1)
				E.1.2.2.2	Specification of the object (β_2)
				E.1.2.2.3	Knowledge of the object (β_3)
				E.1.2.2.4	Ability of the object hand over (β_4)
				E.1.2.2.5	Mechanism of the transaction (β_5)
		E.1.2.3	Conditions of statements (σ)	E.1.2.3.1	Clarity of the will of the parties (σ_1)
				E.1.2.3.2	Appropriateness of the implementation of the offer and acceptance (σ_2)
$D_{2.1}$	Protection of faith	E.2.1.1	Income purification (M_1)	E.2.1.1.1	Income purification policy (M_1)
$D_{2.5}$	Protection of property	E.2.5.1	Economic productivity (M_2)	E.2.5.1.1	Productive financing ($M_{2.1}$)
		E.2.5.2	Purpose of contract (M_3)	E.2.5.2.1	Bank product goals ($M_{2.2}$)

Source: Authors

3.2 Assessment methods

3.2.1 Assessment method on standard operating procedure (SOP) of the product

The assessment method on standard operating procedure of the product used a nominal scale. Score 1 is achieved if the condition acquires the standard, and else 0. Subsequently, after evaluating all elements, the model measures all values in the elements. The results are compared to the predetermined standard values to create a sharia compliance index (S_c). In this method, there are two categories of index ranking comprising of compliant or non-compliant. If the sharia compliance index shows a value of 1, an SOP of the product will be considered to reach all sharia compliance parameters and become a sharia-compliant product. However, if the index indicates a score of less than 1, sharia standards of an SOP will not be fulfilled. The standard value (T_o) in this assessment method can be achieved from the assumption that all elements measured in Tabel 3.1 get a value of 1.

Matrix (3.1). Impact of non-shariah compliant transaction.

IMPACT ⟍ PARAMETERS	CONTRACTS	LAW IMPACT
PILLARS	Contract does not exist	*Bāṭil* (*Void*)
TERMS AND CONDITIONS	Contract does not exist	*Bāṭil* (*Void*)
	Defective and rectifiable	*Fāsid*
	Defective and unrectifiable	*Fāsid*
	Defective and rectifiable	*Mauqūf*

Source: Ali & Hussain, 2013, modified by Authors

The level of sharia non-compliant transactions in the model is classified utilizing the categorization of the Hanafi school, as illustrated in Matrix 3.1. (Ali & Hussain, 2013, p. 112). Based on Matrix 3.1, the highest level of non-sharia compliant transactions occurs when the standard violations of sharia cause the contract to be void, such as in the case of fund side streaming in *murabaha* financing. The lowest level of non-compliant transactions takes place when the sharia standards violation only causes the ineffectiveness of the contract (contract to be *mauqūf*) with the possibility of correction or rectification. Therefore, in this classification, the level of sharia non-compliance is not solely viewed from the score scale of the index value. Principally, the sharia compliance index just indicates the number of sharia compliance parameters achieved.

3.2.2 Assessment method for implementation of products

The assessment method of product implementation employs the ordinal scale, which indicates the frequency of violations. There are four levels of the violation frequency: 4, if it is always sharia-compliant; 3, it is sometimes not following sharia provisions; 2, it is often not in conformity with sharia provisions; and 1, it has never been following sharia provisions. In this method, the model obtained the value of sharia compliance standards (T_o) from the assumption that the implementation of products is always sharia compliance.

4. Results and Discussion

4.1 Index results

The study presents research results in the form of a model and the empirical outcome. The experts have validated the transformation model from *fiqh* concept of sharia compliance in a transaction into a mathematical model, as expressed in equation 1 to 7. To applicate the model, the researcher chose ten Islamic Banks consisting of four full-fledged Islamic banks and six Islamic banking windows based on the purposive sampling method. The researcher also selected two types of respondents from each Islamic bank, which are the product development unit, and the internal audit unit at the head office. The study involved 12 respondents as key persons at product development and 19 respondents as key persons at the internal audit.

Table (4.1). Average shariah compliance index on Islamic banks in Indonesia.

Product	Shariah Compliance Measurement				
	SOP		Implementation of the Product		
	Index (S_c)	Potential Impact	Index (S_c)	Impact	Frequency of Shariah Non-Compliant Event
Current, Saving, & Time Deposit Account of *Muḍārabah*	0.79	• *Bāṭil* • *Fāsid,* Rectifiable • *Mauqūf*	0.90	• *Bāṭil* • *Fāsid,* Rectifiable	Rarely
Current and Saving Account of *Wadī'ah*	0.85	• *Bāṭil* • *Fāsid,* Rectifiable • *Mauqūf*	0.93	• *Bāṭil* • *Fāsid,* Rectifiable • *Mauqūf*	Rarely
Murābaḥah **Financing**	0.63	• *Bāṭil* • *Fāsid* Unrectifiable • *Fāsid,* Rectifiable • *Maqāṣid* is not existed	0.85	• *Bāṭil* • *Fāsid,* Unrectifiable • *Fāsid,* Rectifiable	Rarely

Source: Authors

The product development unit considered as a respondent to measure sharia compliance aspects at the product level (SOP) as for the internal audit unit examined as a respondent to measure sharia compliance aspects at the product implementation. From the SOP perspective, the model was employed to analyze whether all The National Sharia Council *fatwas* are already covered in the policy standards of the bank, while the internal auditor will uncover deviations in its implementation. The data were collected by distributing the questionnaires to the selected respondents in the range of November until December 2018.

The index results are presented in Table (4.1.) Table (4.1) describes that the sharia standards on both the SOP and its implementation in 10 Islamic banks in Indonesia are not achieved. However, as indicated in Table (4.1), the frequency of sharia non-compliant events is not frequent. In this context, the indices on the SOP were smaller than their implementation. This condition may occur due to several reasons which are the disclosure of the information by the auditor in answering the questionnaire, the absence of audit findings regarding this matter because the sharia compliance parameters in the model do not exist in the internal audit parameters at Islamic banks, and the transaction process was sharia compliance even though there is no SOP which regulates these parameters.

Sharia compliance index in Table (4.1) was obtained from the achievement scores in each parameter as listed in Tables (4.2), (4.3), (4.4), (4.5), (4.6), and 4.7. Based on Table (4.2), the most frequently overlooked aspect of sharia compliance in the SOP of *muḍārabah* current account, saving account, and deposit account is the fulfillment of sharia compliance parameters on *muḍārabah* object (O_2) with the achievement of average value on this parameter solely 0.05 of the standard value which must be achieved. The result of the questionnaires revealed that the SOP of 8 from 10 Islamic Banks did not require Banks to channel *muḍārabah* funds into productive financing. Therefore, there is a potential uncompliant transaction whereby Islamic Banks will use *muḍārabah* funds for unproductive purposes such as *qarḍ* financing without being accompanied by other commercial financing contracts. Hence, it cannot provide profits for customers who hold *muḍārabah* funds and disregard the National Sharia Council fatwa number 79 2011 Regarding *Qarḍ* Using Customer Funds.

The lowest average score of sharia compliance in the implementation of *muḍārabah* current account, saving account, and time deposit account in Table (4.3), are in the parameter of the profit-sharing terms and conditions (β'). In this case, a profit-sharing ratio was not stipulated in the contract. The average score in this parameter is 3.44, from the standard value of 4.00. At Bank 7, this condition occured on a frequent frequency scale with a score of 2.50

Table (4.2). Achievement scores of the SOP of *muḍārabah* time deposit, saving, and current account.

Bank	Existence of Ṣāḥib Al-Māl	Existence of Muḍārib	Terms and Conditions Of āḥib Al-Māl	Terms and Conditions of Muḍārib			Existence of Capital	Existence of Venture and Profit	Terms and Conditions of Capital	Terms and Conditions of Venture and Profit					Existence fer and Acceptance	Terms and Conditions of Offer and Acceptance	Maqāṣid Asy-Syarī'ah		Measurement Score	Standard Score	Shariah Compliance Index
	P_1	P_2	λ	λ'			O_1	O_2	β	β'					G	σ	M		T_n	T_o	S_c
Bank 1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	98	122	0.80
Bank 2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	98	122	0.80
Bank 3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	107	122	0.88
Bank 4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	98	122	0.80
Bank 5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	110	122	0.90
Bank 6	1.00	0.50	1.00	1.00	1.00	0.50	1.00	0.50	0.50	1.00	1.00	0.50	1.00	1.00	1.00	1.00	1.00	0.50	94	122	0.77
Bank 7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	73	122	0.60
Bank 8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	110	122	0.90
Bank 9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	0.00	1.00	63	122	0.52
Bank 10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	1.00	110	122	0.90
Average	1.00	0.95	1.00	1.00	1.00	0.95	1.00	0.25	0.05	1.00	1.00	0.95	1.00	0.50	1.00	0.60	0.60	0.95	98	122	0.79

Table (4.3). Achievement scores of the implementation of *muḍārabah* time deposit, saving and current account.

Bank	Existence of Ṣāḥib Al-Māl	Existence of Muḍārib	Terms and Conditions of Ṣāḥib Al-Māl	Terms and Conditions of Muḍārib			Existence of Capital	Existence of Venture and Profit	Terms and Conditions of Capital	Terms and Conditions of Venture and Profit					Existence of Offer and Acceptance	Terms and Conditions of Offer and Acceptance	Maqāṣid Asy-Syarī'ah		Measurement Score	Standard Score	Shariah Compliance Index
	P_1	P_2	λ	λ'			O_1	O_2	β	β'					G	σ	M		T_n	T_o	S_c
Bank 1	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1,103	1,208	0.91
Bank 2	4.00	4.00	4.00	4.00	3.00	3.00	4.00	4.00	4.00	3.00	3.00	4.00	4.00	3.00	3.00	4.00	4.00	4.00	1,072	1,208	0.89
Bank 3	3.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00	1,075	1,208	0.89
Bank 4	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1,208	1,208	1.00
Bank 5	3.33	3.50	3.67	3.67	3.17	3.83	3.83	4.00	3.83	3.17	3.83	3.83	3.67	4.00	4.00	4.00	4.00	4.00	1,060	1,208	0.88
Bank 6	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	3.00	4.00	1,135	1,208	0.94
Bank 7	3.50	4.00	3.00	3.00	4.00	4.00	3.00	4.00	3.00	4.00	2.50	3.50	3.00	3.50	3.50	3.50	3.00	3.50	901	1,208	0.75
Bank 8	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	3.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1,091	1,208	0.90
Bank 9	4.00	4.00	4.00	4.00	4.00	3.00	3.50	4.00	3.50	4.00	3.50	4.00	4.00	4.00	4.00	4.00	4.00	4.00	1,126	1,208	0.93
Bank 10	3.40	3.80	3.60	4.00	3.80	4.00	3.60	3.80	3.80	3.80	3.60	4.00	4.00	4.00	4.00	3.60	3.80	3.60	1,058	1,208	0.88
Average	3.72	3.73	3.83	3.87	3.80	3.78	3.59	3.98	3.61	3.80	3.44	3.83	3.87	3.85	3.85	3.91	3.78	3.81	1,083	1,208	0.90

Table (4.4) shows that the SOP of *wadī'ah* products in some of the Islamic Bank sample have met all sharia compliance standards based on the National Sharia Council *fatwa*, while others have not. Some Islamic Banks have a low compliance index on *wadī'ah* products such as Bank 6 with an index of only 0.54 and Bank 9 with an index of 0.48. However, both have a high implementation index with rare violations of scale (Table 4.5). This significant gap happens as explained above.

In the SOP of *wadī'ah* products, the most frequently overlooked aspect of sharia compliance is in the authority parameter of the bank to utilize customer *wadī'ah* funds (λ'). The achievement of the average value of this parameter is 0.65 from the standard value of 1.00 (Table 4.4). The results show that four of the ten banks did not require customer approval in the utilization of *wadī'ah* funds for financing purposes by banks. Moreover, there was no approval clause in the *wadī'ah* account opening form thereby violating the National Sharia Council fatwa Number 01/DSN-MUI/IV/2000 concerning Giro and fatwa Number 02/DSN-MUI/IV/2000 on Saving Accounts. Consequently, the use of *wadī'ah* funds without permission causes *qarḍ* contracts which derived from *wadī'ah* to be *mauqūf*. Hence, the bank does not have the right to utilize and book financing profits from the utilization of *wadī'ah* funds before obtaining the approval from the customers.

Table (4.4). Achievement scores of the SOP of *wadī'ah* saving and current account.

Bank	Existence of Depositor	Existence of Custodian	Terms and Conditions of Depositor	Terms and Conditions of Custodian			Existence of the Deposit Fund	Terms and Conditions of the Deposit Fund				Existence of Offer and Acceptance	Terms and Conditions of Offer and Acceptance	*Maqāṣid Al-Sharī'ah*		Measurement Score	Standard Score	Shariah Compliance Index
	P_1	P_2	λ	λ'			O	β				G	σ	M		T_n	T_o	S_c
Bank 1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	50.00	50.00	1.00
Bank 2	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	42.00	50.00	0.84
Bank 3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	50.00	50.00	1.00
Bank 4	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	42.00	50.00	0.84
Bank 5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	50.00	50.00	1.00
Bank 6	1.00	0.50	1.00	1.00	0.50	0.50	0.50	1.00	0.50	0.50	0.50	1.00	0.50	0.50	0.50	26.75	50.00	0.54
Bank 7	1.00	1.00	1.00	1.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	42.00	50.00	0.84
Bank 8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	50.00	50.00	1.00
Bank 9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	24.00	50.00	0.48
Bank 10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	50.00	50.00	1.00
Average	1.00	0.95	1.00	1.00	0.65	0.65	0.95	0.90	0.85	0.85	0.85	0.90	0.95	0.85	0.85	42.68	50.00	0.85

Furthermore, Table (4.5) presents the two lowest total average scores of sharia compliance parameters in the implementation of *wadī'ah* products regarding the pillars of the contract which are related to the existence of a *wadī'ah* fund customer (P_1) with the score of 3.77 from the standard score of 4.00 and deposit object (O) with the score of 3.76 from the standard score of 4.00. The lowest total average score of the conditions of the contract is related to *ijab* and *qabul*(σ), with the score of 3.78 from the standard score of 4.00. In this regard, the customers as the owner of the fund did not sign the *wadī'ah* contract and not submitted deposits on the opening of the *wadī'ah* account. Moreover, there were agreements in the *wadī'ah* accounts between the banks and the customers, stipulating that the banks have an obligation to the customers for a certain nominal amount or under a certain percentage (expectation rate) multiplied by the principal of the customer funds agreed at the account opening.

Table (4.5). Achievement scores of the implementation of *wadī'ah* saving and current account.

Bank	Existence of Depositor	Existence of Custodian	Terms and Conditions of Depositor	Terms and Conditions of Custodian		Existence of The Deposit Fund	Terms and Conditions of the Deposit Fund				Existence of Offer and Acceptance	Terms and Conditions of Offer and Acceptance	Maqāṣid Al-Sharī'ah		Measurement Score	Standard Score	Shariah Compliance Index
	P_1	P_2	λ	λ'		O	β				G	σ	M		T_n	T_o	S_c
Bank 1	4.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	248.00	264.00	0.94
Bank 2	4.00	4.00	4.00	4.00	3.00	4.00	3.00	4.00	3.00	3.00	4.00	4.00	4.00	4.00	244.00	264.00	0.92
Bank 3	4.00	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	3.00	3.00	4.00	243.00	264.00	0.92
Bank 4	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	264.00	264.00	1.00
Bank 5	3.20	3.40	4.00	4.00	3.80	3.80	3.40	4.00	4.00	4.00	4.00	4.00	4.00	4.00	235.00	264.00	0.89
Bank 6	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	248.00	264.00	0.94
Bank 7	3.50	4.00	3.50	3.50	3.50	3.50	4.00	3.50	4.00	4.00	3.50	3.00	3.50	3.50	208.00	264.00	0.79
Bank 8	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	264.00	264.00	1.00
Bank 9	4.00	4.00	4.00	4.00	4.00	3.50	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	256.00	264.00	0.97
Bank 10	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	248.00	264.00	0.94
Average	3.77	3.84	3.94	3.94	3.81	3.76	3.82	3.83	3.89	3.89	3.94	3.78	3.83	3.94	245.56	264.00	0.93

According to the National Sharia Council *fatwa* Number 02/DSN-MUI/IV/2000 about savings and number 01/DSN-MUI/IV/2000 about demand deposits, it should be no compensation required for *wadī'ah* saving and current accounts except in the form of gifts (*'athāya*) which is voluntary. In bank practices, the *wadī'ah* funds are channeled by Islamic banks into financing activities. Thus, the status of *wadī'ah* funds turns into loans for banks. Therefore, if there is a bonus compensation agreed at the beginning of the *wadī'ah* contract, it will consider as *riba*.

Table (4.6) shows that the SOP of *murābaḥah* financing products in Islamic banks did not meet all sharia compliance standards based on the National Sharia Council *fatwa*. However, in its implementtation (Table 4.7), two Banks have fulfilled all sharia compliance standards. In Bank 4, there is a significant gap between the SOP index value and the implementation index value, whereby the index value of SOP in Bank 4 only reached 0.40.

Table (4.6). Achievement scores of the SOP of *murābaḥah* financing.

		Bank 1	Bank 2	Bank 3	Bank 4	Bank 5	Bank 6	Bank 7	Bank 8	Bank 9	Bank 10	Average
Existence of Buyer	P_1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Existence of Seller	P_2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Terms and Conditions of Buyer	λ	1.00	0.00	1.00	1.00	1.00	0.50	1.00	1.00	0.00	1.00	0.75
		1.00	0.00	1.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.60
Terms and Conditions of Seller	λ'	1.00	0.00	1.00	0.00	1.00	1.00	0.00	1.00	0.00	1.00	0.60
Existence of Asset	O_1	1.00	1.00	1.00	1.00	1.00	0.50	1.00	1.00	1.00	1.00	0.95
		1.00	0.00	1.00	1.00	0.00	0.50	0.00	1.00	1.00	1.00	0.65
Existence of the Price	O_2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Terms and Conditions of Asset	β	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	1.00	1.00	0.50	1.00	1.00	0.00	1.00	0.85
		1.00	0.00	1.00	1.00	1.00	0.50	1.00	1.00	0.00	1.00	0.75
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
		1.00	1.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	0.70
		1.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	0.60
		1.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	0.60
		1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00	0.90
Terms and Conditions of the Price	β'	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.90
		1.00	1.00	1.00	0.00	0.00	0.50	0.00	1.00	1.00	0.00	0.55
		1.00	0.00	1.00	0.00	0.00	0.50	0.00	0.00	1.00	0.00	0.35
Existence of Offer and Acceptance	G	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Terms and Conditions of Offer and Acceptance	σ	1.00	0.00	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	0.60
Maqāṣid Al-Sharī'ah	M	1.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	0.00	1.00	0.70
		0.00	0.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.70
		1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	0.00	1.00	0.80
Measurement Score	T_n	362	73	362	146	159	281	82	339	201	291	230
Standard Score	T_o	363	363	363	363	363	363	363	363	363	363	363
Shariah Compliance Index	S_c	0.997	0.20	0.997	0.40	0.44	0.77	0.23	0.93	0.55	0.80	0.63

The most neglected sharia compliance aspect in *murābaḥah* SOP is associated with the discount on the sale price of *murābaḥah* asset from the supplier (β'). The average score achieved in this parameter is 0.35 of the standard value of 1.00. This condition appears because five of ten Islamic Banks did not require the discount from the supplier which would be the customer's right in the SOP. Furthermore, seven of which did not have internal regulations which governed the agreement between the bank and the customer regarding the rights of cashback from the supplier after the sale and purchase contract between the bank and a supplier performed. Hence, it potentially caused *murābaḥah* financing contract becoming a *fāsid* contract and cannot be rectifiable except through the new sale and purchase contract.

Table (4.7). Achievement scores of the implementation of *murābaḥah* financing.

Bank	Existence of Buyer	Existence of Seller	Terms and Conditions of Buyer		Terms and Conditions of Seller	Existence of Asset	Existence of the Price	Terms and Conditions of asset				Terms and Conditions of the Price	Existence of Offer and Acceptance	Terms and Conditions of Offer and Acceptance		Maqāṣid Al-Sharīʿah		Measurement Score	Standard Score	Shariah Compliance Index
	P_1	P_2	λ		λ'	O_1	O_2	β				β'	G	σ		M		T_n	T_o	S_c
Bank 1	4.00	4.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	632	648	0.98
Bank 2	4.00	4.00	3.00	3.00	3.00	3.00	3.00	4.00	3.00	3.00	3.00	3.00	4.00	4.00	3.00	4.00	3.00	495	648	0.76
Bank 3	4.00	4.00	3.00	4.00	4.00	4.00	4.00	3.00	4.00	4.00	3.00	2.00	4.00	4.00	4.00	4.00	4.00	576	648	0.89
Bank 4	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	648	648	1.00
Bank 5	3.83	3.50	3.17	3.33	3.33	2.83	2.67	3.50	3.67	3.50	3.17	2.67	3.83	3.50	3.33	4.00	3.50	473	648	0.73
Bank 6	4.00	4.00	4.00	4.00	4.00	3.00	3.00	4.00	4.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	4.00	610	648	0.94
Bank 7	4.00	4.00	3.00	2.50	2.50	3.50	2.50	3.00	4.00	3.00	3.00	2.50	3.50	4.00	3.00	4.00	3.00	430	648	0.66
Bank 8	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	648	648	1.00
Bank 9	4.00	4.00	3.00	3.00	3.50	3.50	3.00	3.50	4.00	3.50	3.50	3.00	4.00	4.00	4.00	4.00	3.50	547	648	0.84
Bank 10	3.00	4.00	3.00	3.00	3.00	3.00	3.00	4.00	4.00	3.00	3.00	3.00	4.00	4.00	3.00	4.00	4.00	478	648	0.74
Average	3.88	3.95	3.42	3.48	3.53	3.38	3.32	3.70	3.87	3.60	3.47	**3.12**	3.93	3.95	3.63	4.00	3.70	554	648	0.85

In the implementation of *murābaḥah* products, there are sharia non-compliant events in all parameters of the contract with rare categories. The lowest value of sharia compliance in the implementation of *murābaḥah* financing products is associated with the validity of the object of *murābaḥah* (β), whereby the *murābaha* contract was performed by the bank and a customer, before the *murābaḥah* object was possessed by the customer as a bank representative. In such a case, the *wakālah* has signed in one period with the *murābaḥah*. The achievement score in this parameter is 3.12 from the standard value of 4.00.

Additionally, some violations cause the *murābahah* contract parameters were not achieved frequently at several Banks, although they had provided adequate regulations in their SOP. Those such misconducting was in the form of:

▪ The m*urābahah* asset was being purchased by the customer before receiving power of attorney (*wakālah*) from the Bank, hence, the asset had belonged to the customer and could not be transacted in *murābahah*.

- The customer misappropriated the funds, so the *murābahah* contract was performed without an underlying transaction.

- The *murābahah* asset was not clearly stated in the contract document, thus, *gharar* existed.

4.2 Benefits of using the model

Based on the analysis results above, the use of models in measuring sharia compliance in Islamic banking has several benefits:

a. The model is comprehensively able to map sharia non-compliant events in the Islamic bank product policies and their implementation from the contract and *maqāṣid al-sharī'ah* perspective. In this research, the model shows the non-compliance event which takes place in each variable and its parameters, hence, the model is able to identify the weaknesses in the bank product policies and its implementation.

b. The model becomes a standard for evaluating the adequacy of regulations on Islamic bank products to ensure that Islamic banks have a qualified product policy to prevent Islamic banks from sharia non-compliance risks.

c. The variable of the contracts and *maqāṣid al-sharī'ah* becomes comprehensively operationalized.

d. The model can provide management implications to banks and regulators.

4.3 Research implications

The research results recommend the Sharia Supervisory Board (SSB) of the bank and bank management to ensure all SOP on products have covered the whole sharia banking transaction compliance standards in preventing the bank from violations at the level of product implementation. Any contraventions will expose the bank to sharia compliance risks which have an impact on bank finance.

Moreover, Sharia Supervisory Board (SSB) and bank management should assure all sharia compliance parameters on banking transactions are covered in sharia compliance parameters of internal audit and supervision. The assurance is needed to maintain the accuracy of the measurement results.

Concerning the funding and financing products, SSB and management of Islamic banks must perform the following:

a. SSB and bank management must provide rules regarding the use of *muḍārabah* of third-party funds for *qarḍ* financing according to the applicable *fatwa*.

b. In *waḍī'ah* products, SSB and bank management must ensure that the utilization of *waḍī'ah* funds is implemented based on the permit from the customer as the fund owner, and there is no agreement between the bank and the customer declaring that the bank should give a bonus to customers for a certain nominal amount agreed at the beginning or following a certain percentage of the customer principal in the current account.

c. In *murābaḥah* financing, SSB and bank management should provide more detailed rules about the process of purchasing goods from suppliers and handover mechanism from the supplier to the bank before the bank sells the asset to the customer through the *murābaḥah* contract.

5. Conclusions

Islamic banks must operate under sharia rulings. Thus, the banks must ensure all operations are sharia compliant. Many researchers have studied in this field. Most of them conducted the research employing the mapping analysis method to make a comparison between sharia principles and the implementation in the banks. Meanwhile, some of the studies built the conceptual models which have operated the partial sharia compliance variables.

This study attempted to formulate the comprehensive model and applied it to empirical research. Hence, it can utilize all sharia compliance variables. The study indicates that the SOP and the implementtation of the products in several Islamic banks in Indonesia, generally do not fulfill the sharia compliance standards based on the *fatwas* issued by Indonesian National Sharia Council. It indicates that not all the fatwa provisions have been covered in the SOP of the products. Furthermore, there are violations in its implementation with a frequency scale of rarely.

Moreover, building the applied sharia compliance model has benefits for stakeholders. The model describes the non-sharia compliant events which are classified based on the parameter of pillars, terms, and conditions as well as *maqāshid* in the contract. The model may also be applied to identify the weaknesses of the SOP of the products and the implementation. Through the model, the relationship and the interaction between sharia compliance variables and their parameters can be described concisely. Therefore, the model might be employed as an assessing standard on Islamic bank products to ensure that each Islamic bank has a robust product policy as it is expected to prevent Islamic banks from sharia principal violations.

As the weaknesses of this research, the research was only applied to *muḍārabah*, *wadī'ah*, and *murābaḥah* contract. Furthermore, this research solely served two kinds of five *maqāshid al-sharī'ah*. Besides, the application of a quantitative approach in this study by distributing the questionnaires had potentially caused the openness of respondents, which resulted in the disclosure of invalid data and failure to expose the important data that may affect measurement results. Thus, for future research, it is recommended to employ the model with more contract coverage and apply a qualitative approach in data collection such as interviews and document checks directly on the Islamic banks to produce more indepth and accurate results.

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نموذج قياس الالتزام الإسلامي:
أدلة من البنوك الإسلامية في إندونيسيا

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المستخلص. يعد قياس جوانب الامتثال الشرعي في البنوك الإسلامية أمرًا مهمًا لأن منتجات البنك يجب أن تتوافق مع مبادئ الشريعة الإسلامية. قامت بعض الدراسات بصياغة نماذج لقياس هذا الالتزام. ومع ذلك، فإن معظمها ما يزال مفاهيميًا أو تجريبيًا مرتبطًا بالمنهج الجزئي باستخدام بعض متغيرات الامتثال مثل العقد أو مقاصد الشريعة. تحاول الدراسة سد الفجوة في هذا الجانب من خلال بناء نموذج شامل وتطبيقه وفق منهج تجريبي على البنوك الإسلامية في إندونيسيا عبر تفعيل متغيرين للامتثال الشرعي هما: العقد ومقاصد الشريعة. وقد تم تطبيق النموذج في عشرة بنوك إسلامية. بُني النموذج على أساس النمذجة القائمة على النظرية. يتم التعبير عن نتائج القياس في شكل مؤشر التوافق مع الشريعة الإسلامية. يمثل مؤشر الامتثال مقارنة بين نتائج المعيار ودرجة القياس. توصلت الدراسة إلى أن إجراءات تنفيذ المنتج في البنوك محل الدراسة لم تحقق بشكل كامل المستوى القياسي للنمذجة على الرغم من ندرة الإجراءات المخالفة للشريعة الإسلامية.

الكلمات الدَّالة: الالتزام الشرعي، البنك الإسلامي، التقنين المصرفي، المناقشات الجماعية المركزة، العقد، مقاصد الشريعة.

تصنيف **JEL:** C81, C90, G21, G38, K12

تصنيف **KAUJIE:** B2, B4, C2, L21, O1