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## The juridical analysis of the sharia banking contract containing the *Basmallah* phrase in aceh province

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### Abstract

According to Aceh Qanun Number 11 of 2008 about Sharia Financial Institutions, all products and financial institution activities must adhere to Islamic law. Similarly, under Article 38 of the UUJN, notaries public play a vital role in the creation of sharia banking deeds. The addition of the *Basmallah*, which is listed by the notary public, is based on the request of most banks, such as Bank Syariah Indonesia, BTN Syariah, and others. However, some other banks, such as Maybank, are against the proposition. Therefore, it is necessary to study and analyze specifically the letterhead of the sharia banking deed, which includes the *Basmallah* in the province of Aceh. The purpose of this study is to analyze the legality of the letterhead of the sharia banking deed that includes the *Basmallah* phrase and to find out the legal implications and their relation to the Aceh Government Law and the Qanun of Islamic Financial Institutions. The type of research used is normative juridical research with a statutory approach and an analytical approach. The results of this study indicate that there is no indication of a violation of the law or other norms in the case of the use of the *Basmallah* phrase on the letterhead of the deed because the requirements of Article 38 of the UUJN and Article 1868 of the Civil Code and the three powers of proof have been effectively applied so that the deed has a perfect and binding evidentiary value. In addition, the letterhead of the deed that includes the *Basmallah* phrase also does not conflict with legal science because it has fulfilled the principles of contract in civil law and does not conflict with things that are prohibited in *muamalah* and sharia activities in Islamic law and has complied with customary requirements in accordance with the customs of the Acehnese people. The use of the *Basmallah* phrase is recommended in Islam in order to get blessings. It is also necessary because Aceh has perfectly implemented Islamic Shari'a, especially in the economic field, with the enactment of Aceh Qanun Number 11 of 2008, which refers to Aceh Governance Law.

**Keywords:** notarial deed, sharia banking contract deed, *Basmallah*

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### Introduction

Notaries public as regulated in Article 1 Paragraph (1) of Act Number 30 of 2004 concerning Notary Public Positions as amended by Act Number 2 of 2014 (hereinafter referred to as UUJN) are “public official who are authorized to make authentic deeds and have other authorities as referred to in this law or under other laws”.<sup>[1]</sup> In this case, Aceh has a speciality given by the state as described in Article 1 Paragraph 2 of Act Number 11 of 2006 concerning the Government of Aceh; Aceh is a provincial area which is a special legal community unit and is given special authority to regulate and manage its own government affairs and the interests of the local community in accordance with the laws and regulations in the system and principles of the Unitary State of the Republic of Indonesia based on the 1945 Constitution of the Republic of Indonesia, led by a Governor<sup>[2]</sup>. Based on the reference to this UUPA, Aceh Qanun No. 11 of 2018 concerning Islamic Financial Institutions was enacted for the development of the Islamic Financial Institution industry, especially Islamic banking. Bank Syariah Indonesia (BSI), after its development, has become the largest sharia bank.

Article 1 number 1 of Act Number 21 of 2008 concerning Sharia Banking defines Sharia banking as everything relating to Sharia banks and Sharia business units, including their business activities, institutions, and techniques and processes for conducting business<sup>[3]</sup>. The sharia banking contract uses a written contract, and it must be free from prohibited elements and be made in an authentic deed by a notary public. The form must comply with Article 38 of the UUJN, which stipulates that the beginning/head of the deed must include:

1. “The title of the deed;
2. The deed number;
3. The hour, day, date, month, and year the deed is made;
4. The full name and address of the notary public; and
5. The deed made by the interim official or substitute notary public also contains the number and sign of the date of the appointment of the position as well as the official who appointed it”.

However, in practice, the researchers found the addition of the *Basmallah* phrase to the head of the sharia banking deed belonging to Notary Public Ika Susilawati, S.H., M.Kn, who is based or has an office on Jl. Soekarno-Hatta No.1, Daroy Kameu, Darul Imarah, Lampeuneurut, Aceh Besar. She said that the phrase was listed based on the request of most banks, such as BTN Syariah banks, Indonesian Syariah Banks (BSI), and others. In addition, several banks, such as Maybank, are opposed to the writing of the *Basmallah* phrase.

Both UUJN and other regulations have not specifically regulated the anatomy of a sharia-based notary public deed. Therefore, it is necessary to study, discuss, and analyze specifically to determine the legality of the head of the sharia banking deed that includes *Basmallah* phrase in Aceh province, as well as the legal implications and its relations with the Act on the Government of Aceh and the Aceh Qanun on Sharia Financial Institutions.

Based on the description of the background above, the formulation of the problem discussed in this study are:

1. What is the legality of the head of the sharia banking deed that includes the *Basmallah* phrase?
2. What are the legal implications and the relationship between the Aceh Government Act and the Aceh Qanun on Sharia Financial Institutions with the inclusion of the *Basmallah* phrase on the head of the Aceh province's sharia banking deed?

### Research Method

The research method is a scientific activity related to the procedure to understand the subject or object of research and to find answers that can be scientifically justified for their validity [4]. This research combines normative legal research with empirical research because it not only analyses the UUJN-based deed products but also requires field data such as interview results. This study also employs a statutory method by examining rules pertaining to the discussed legal challenges. In addition, an analysis of legal materials is performed, which is a conceptual assessment of the meanings of the phrases used in the laws and regulations and how they are utilized in practice and legal decisions.

### The primary legal materials of this research are

1. Act Number 2 of 2014 concerning the Position of a Notary Public.
2. Act Number 21 of 2008 concerning Islamic Banking.
3. Act Number 11 of 2006 concerning the Government of Aceh.
4. Aceh Qanun Number 11 of 2018 concerning Islamic Financial Institutions.

Secondary legal materials, are legal materials that provide explanations of primary legal materials, such as research regulations, legislation, research journals and the writings of legal scholars [5].

Tertiary legal materials are legal materials that provide explanations of primary legal materials and secondary legal materials such as the Legal Dictionary and Great Dictionary of the Indonesian Language.

### Results and Discussion

#### The Legality of the Head of the Sharia Banking Deed Containing the *Basmallah* Phrase

According to Act Number 2 of 2014 concerning Amendments to Act Number 20 of 2004 concerning the Position of a Notary Public and according to article 1868 of the Civil Code, a Notary Public Deed is a deed in which form, and procedure are determined by law, drawn up by or before a public official who has authority at the place where the deed is made.

#### 1. Format Analysis of the notary public deed that includes the *Basmallah* phrase

In making the sharia banking contract agreement, a notary public refers to article 38 of the UUJN. At the beginning of the deed or the head of the deed, it contains the title and date of the deed. If it is an authentic deed, it will contain the deed number, time, and information about the notary public who makes the deed. Based on the results of research, researchers found notarial deeds, especially sharia banking deeds, using the *Basmallah* phrase as follows:

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

“In the name of Allah, the Most Gracious and Most Merciful”

“Hai orang-orang yang beriman, penuhi akad (perjanjian)”

(“O you who believe, fulfill the contract (agreement)”)

(Q.S. Al-Maidah: 1)

The *Bismillahirrahmanirrahim* phrase is written in Arabic while the translation of the *Basmallah* phrase and the Al-Maidah verse 1 is written in Indonesian. It is written right above the title of the deed. This is to declare that the deed is based on sharia and is made because of the habit of the Muslim community in which they start all activities by saying *Basmallah*. If we look at the format of the sharia banking deed, the researchers found that the head of the deed has met the requirements of Article 38 of the UUJN, which stipulates that the deed's head must contain the deed's title, deed number, hour, day, date, month, and year, as well as the notary public's full name and address. However, there are additions above the title that do not have special rules for these additions. Besides that, there are also no prohibitions either from UUJN, the Code of Ethics, etc.

Notary public prohibition is regulated in the notary public code of ethics. The notary public code of ethics, hereinafter referred to as the code of ethics, is a moral code determined by the Indonesian Notary Association (INI) based on the decision of the association's congress and/or determined by the laws and regulations governing this matter and those who carry out their duties as a notary public, including temporary notary public or substitute notary public. In general, this notary public code of ethics contains provisions regarding notary public ethics in executing their duties, professional obligations as a notary public, ethics in their relationship with clients, and prohibitions for notaries public. The prohibition of notaries public is regulated in article 4 of the 2015 code of ethics, including the following:

- a. "Having more than one office, such as a branch office or representative office;
- b. Setting up a signboard or writing outside the office setting that reads Notary Public Office or Notary Public;
- c. Publishing themselves, either alone or with other people, by writing their name and position through printed or electronic media in all forms such as advertisements, condolences, congratulations, thank you letters, marketing activities, sponsors, etc.;
- d. Cooperating with service bureaus/persons/legal entities which essentially act as intermediaries to find clients;
- e. Signing the deed that has been made by someone else;
- f. Sending minutes to clients to sign;
- g. Striving to get a client from another notary public, either directly or through an intermediary;
- h. Forcing the client to continue making the deed by withholding documents or by psychological pressure;
- i. Doing business either directly or indirectly resulting in unfair competition between fellow notaries public;
- j. Giving honorarium to clients with an amount lower than set by the Indonesian Notary Association (INI);
- k. Employing other notary public employees intentionally without the approval of the notary public concerned, including accepting jobs from employees of other notary public offices;
- l. Blaming or vilifying another notary public or their deed. However, if a serious error is found, the notary public can notify the notary public concerned in a way that is not patronizing so as to prevent unwanted things from happening to your fellow notary public and clients;
- m. Neglecting obligations and violating the code of ethics by using electronic media;
- n. Forming an exclusive peer group that aims to serve the interests of the institution/agencies so as to close opportunities for other notaries public;
- o. Writing a title that is contrary to the applicable laws and regulations;
- p. Making the deed exceeds the reasonable limit that has been determined by the honorary assembly; and
- q. Participating in an auction to get a deed-making job".

Therefore, based on the findings of the data, the results of the analysis, and the researcher's interviews, it was determined that there was no indication of a violation regarding the format of the deed's head. This is due to the fact that the standards outlined in article 38 of the UUJN are comprehensive and conform to those of the sharia banking deed. In addition, there is not a single law that prevents the existence of the *Basmallah* phrases on the head of the deed, both UUJN and a notary public code of ethics, morals, and other norms. Additionally, the use of this phrase is not detrimental to any party. In actuality, this is a progressive right of a notary public, which is the right to find something that occurs and evolves in society (living law) for the benefit and goodness of fulfilling one of the rules of Islamic law in Aceh, which has implemented sharia economics based on Aceh Qanun Number 11 of 2008 pertaining to Sharia Financial Institutions. This is also a new breakthrough that poses a challenge for the government in forming special rules related to sharia banking deeds. So, when a notary public made a sharia banking deed, Article 38 of the UUJN was put into practice in the best way possible.

## 2. Analysis of the Evidentiary Power of Sharia Banking Deeds Containing the *Basmallah* phrase

In civil cases, the evidentiary is an effort to obtain formal truth (*formeel waarheid*), which is based on legal formalities so that the authentic deed has perfect and binding evidentiary power. In this case, perfect means that the judge does not need other evidence to decide the case other than based on the authentic evidence. While binding means that the judge is bound by authentic evidence unless it can be proven untruth<sup>[7]</sup>.

The evidential value of a deed is one of the distinguishing characteristics between an authentic deed and others, such as a private deed. In an authentic deed having perfect (*volledig bewijskracht*), and binding (*bindende bewijskracht*) evidentiary power, the perfection as evidence must be seen as it is, no need to be judged or interpreted other than what is written in the deed, thus the truth of the contents and statements contained in it become perfect and binding on the parties. In addition, it is perfect and also binding on the judge, in this case, the judge makes the deed a perfect and sufficient basis for making a decision on the settlement of the disputed case.

The proving power of an authentic deed are<sup>[8]</sup>:

- a. The power of outward evidentiary (*uitwendige bewijskracht*) is that the plaintiff must prove the authenticity of the notary public deed if in examining the external aspects of the deed, if he wants to deny it, the plaintiff must do reverse proof, if he is unable to prove it, then the deed must be seen as it is. In this case, the sharia banking deed, all the requirements in article 38 of the UUJN have been fulfilled, it's just that the addition of the *Basmallah* phrase is a progressive right of a notary public in fulfilling a wish or request or approval and fulfilling one of the rules of Islamic law. Therefore, article 38 of the UUJN has been effectively implemented by a notary public in the best possible way in making a sharia banking deed.

- b. The power of formal evidentiary (*formele bewijskracht*) is that in denying the formal aspects of a notary public deed, the plaintiff must perform a reverse burden of proof or prove the untruth of what the notary public saw, witnessed, or heard as well as the statements of the parties given/kept before the notary public. If it fails, then the deed must be accepted. In practice, the sharia banking deed has fulfilled the formal requirements, because of the certainty that the events or facts listed in the deed are correct in all aspects, such as the day, date, month, year, time of the appearance, the appearers and witnesses, notary public, and the authenticity of the signature.
- c. The power of evidentiary material (*Materiele bewijskracht*) is that in denying the material aspects of the plaintiff, the plaintiff must be able to prove that the notary public does not explain the truth in the deed or the untruth of the parties who have correctly explained before the notary public. If it fails, then the deed is valid. Based on the information obtained by the researcher, the notary public included *Basmallah* with the consent of the parties. If the banks did not allow the inclusion, the notary public would also not include the phrase.

Therefore, if the notary public deed has fulfilled the requirements for its authenticity based on the law, the deed will have evidentiary value. The strength of the evidentiary value of an authentic deed is determined according to article 165 HIR in article 285 Rgb that an authentic deed has the evidentiary value strength of as follows:

- a. As a means of evidential that has perfect evidentiary power (volledige bewijskracht) and binding evidential power (bindende bewijskracht);
- b. As a perfect evidential power on everything mentioned in the deed, including both the content of the subject matter and notifications that are related to the subject matter.;
- c. Perfect evidentiary power for an official statement from a notary public. Everything that is experienced by a notary public during the development of a deed, both regarding the truth of the parties and the information they provide, is considered correct by the judge and everyone.

It is also regarding the signature and date of making the authentic deed <sup>[9]</sup>. In addition, the prerequisites have been met in accordance with Article 1868 of the Civil Code, such as the execution of a deed by or in the presence of a public official. The format of the deed conforms to the format established by law. A public official, the person who makes the deed or before whom the deed is made, is also required <sup>[10]</sup>. According to the information received by the author, the deed was executed before a notary public in accordance with the law, and the notary public, not another official, still holds the authority.

Therefore, the three requirements required by Article 1868 of the Civil Code, in this case, have been fulfilled by a notary public, so that the deed has been effectively drawn up by a notary public in accordance with the requirements of an authentic deed that has fulfilled the three powers of the evidentiary, so that the deed has perfect and binding evidentiary value.

## **Legal Implications and Relation of the Aceh Government Law and the Qanun on Sharia Financial Institutions with the Inclusion of the Basmallah phrase on the Head of the Sharia Banking Deed of Aceh Province**

### **1. Analysis of the Legal Implications for the Inclusion of Basmallah on the Head of the Sharia Banking Deed of Aceh Province**

Article 1 paragraph 3 of the Constitution of 1945 declares that Indonesia has legal systems. Intriguingly, Indonesia adheres to three legal systems that coexist and develop simultaneously in people's lives and the administration of the state. Civil Law, Islamic Law, and Customary Law comprise the three legal systems.

#### **a. Civil law**

##### **There are five principles of contract law in civil law**

1. The freedom principle of contract stipulates that when parties enter into an agreement, they are free to define its content, implementation, and terms, as well as its written or verbal form. In this instance, the inclusion of *Basmallah* depends on the desire or agreement of the parties, hence the principle of contract freedom has been satisfied.
2. In accordance with article 1320, paragraph (1) of the Civil Code, one of the prerequisites for a legal agreement under the consensualism principle is that there must be an agreement. In light of the addition of *Basmallah*'s case, it is evident that the parties have reached an agreement. If a bank such as Maybank bank does not agree to include the term, then the *Basmallah* phrase will not appear on their deed.
3. According to the legal certainty principle (*Pacta sunt servanda*), the law will be applied to all legally binding contracts. In this instance, neither the structure of the sharia banking contract deed nor the insertion of the word is subject to particular requirements or restrictions. According to the Notary Public Supervisory Council, when the UUN is revised, the regulation will be suggested. There will then be a unique regulation governing this topic.
4. The good faith principle, a notary public with good intentions to include *Basmallah* in order to get blessings in every deed he/she makes.
5. The personality principle is the criterion that evaluates whether a contract is made solely for personal gain. The addition of *Basmallah* to the notarial deed serves solely to indicate that the deed is a sharia-based

notarial deed; it does not alter or have any special consequences on the terms of the contract between the parties or on third parties.

Therefore, it can be concluded that according to civil law, the inclusion of *Basmallah* in the sharia banking deed complies with the principles of contract law and does not violate the law.

#### b. Islamic Law

Universally, the principles of Islamic law in sharia business practices are categorized into two things, as follows<sup>[11]</sup>:

1. Things that are prohibited in *muamalah*, among them, the object of trade must be good and lawful according to the voluntary principle (*'antaradhin*) and management based on mutual trust (*amanah*). In the making of the deed and the inclusion of *Basmallah*, none of the parties objected, mutually voluntarily between the parties, even if there were objections to including *Basmallah* in the deed, such as Bank MayBank, the notary public would not include it.
2. Things that are prohibited according to Islamic law. Some of them are the prohibition of the practice of usury, *ta'khir*, and *tadlis*. In this case the addition of *Basmallah* is not prohibited in Islamic law, in fact, it is highly recommended as mentioned in the Hadith:

كُلُّ كَلَامٍ أَوْ أَمْرٍ ذِي بَالٍ لَا يُفْتَحُ بِذِكْرِ اللَّهِ فَهُوَ أَبْتَرُ

“Every important word or matter that is not opened with the remembrance of Allah, will not have the blessing.” (Narrated by Ahmad)

كُلُّ أَمْرٍ ذِي بَالٍ لَا يُبْدَأُ فِيهِ بِسْمِ اللَّهِ فَهُوَ أَبْتَرُ

“All important affairs that do not start with bismillah, will reduce (or even disappear) the blessings”. (Narrated by Ibn Hibban).

Therefore, it can be concluded that according to Islamic sharia law, the inclusion of *Basmallah* in the sharia banking deed does not conflict with prohibited matter in *muamalah* activities or in Islamic law, in fact, it is highly recommended to get blessings as explained by the two hadiths above.

#### a. Customary Law

The existence of indigenous peoples is constitutionally recognized in Indonesia, as regulated in the 1945 Constitution of the 4th Amendment Article 18B Paragraph (2): "The State shall recognize and respect, to be regulated by law, the homogeneity of societies with customary law along with their traditional rights for as long as they remain in existence and in agreement with societal development and with the principle of the Unitary State of the Republic of Indonesia". The custom, which is based on Islamic law, is a very important element in Acehese society, so when discussing custom, it generally involves sharia law, thus it is recorded in the phrase "Hadid Madja", "Adat ngon syariat lagee dzat ngon sifeut", which means custom and sharia are like substances by their nature, cannot be separated.<sup>[12]</sup> Regional Regulation No. 7 of 2000 concerning the Implementation of Customary Life explains the role and authority of customary institutions in Aceh, and this is an elaboration of one of the characteristics of Aceh's special autonomy. Consequently, the definition of custom in this regional regulation conforms to Islamic law. This indicates that customs shall be enforced so long as they do not contradict Islamic law. According to Utrecht, the emergence of a habit or custom is subject to the following conditions<sup>[13]</sup>:

1. Material conditions, repeated actions in the community (*longa et inveterata consuetudo*). Based on the results of the study, it was revealed that *Basmallah* is a habit of the Acehese people. It is a behaviour based on the teachings of Islamic law.
2. Intellectual conditions, it has legal beliefs from the community (*opini necessitatis*). Therefore, it is clear that Muslims strongly believe that *Basmallah* is not just an ordinary phrase, but is very sacred and has many meanings and benefits in life.
3. Causing legal consequences, it is very clear that Muslims believe that if they do an action which is not started with *Basmallah*, it will decrease the blessings, Muslims believe in the existence of blessings due to the use of the *Basmallah* phrase.

Therefore, we can conclude that the inclusion of *Basmallah* on the head of the sharia banking deed is not contrary to the Aceh customary law because in this case, Aceh's customs are based on Islamic law, and the inclusion of *Basmallah* also has fulfilled the requirements of the customary law.

## 2. Analysis of the Relation of the Aceh Government Act and the Aceh Qanun on Sharia Financial Institutions with the Inclusion of Basmallah on the Head of the Sharia Banking Deed of Aceh Province

Aceh Province is one of the provinces that is given special authority/special autonomy by Indonesia. In Act Number 44 of 1999 concerning the Implementation of the Privileges of the Province of the Special Region of Aceh. Privileges in religious life are regulated in Article 4 Paragraphs (1) and (2). It is stated that the

implementation of religious life is accomplished by applying Islamic law for its believers in society while preserving religious community harmony. In the meantime, Islamic law has been described in Article 1 Number 10, which contains all of its teachings (guidance of Islamic teachings in all aspects of life). This law therefore gives a clear grasp of Islamic law, which comprises of worship, muamalah, jinayah, munakahat, aqidah, morals, teachings, and obligations in a variety of other domains. In the course of its development, Act Number 18 of 2001 about Special Autonomy for the Province of Nanggroe Aceh Darussalam was enacted; it was subsequently replaced by Act No. 11 of 2006 regarding the Government of Aceh (UUPA). The UUPA specifies that Aceh's right to exercise special autonomy is limited to exercising powers that remain under the control of the central government.

According to article 7 of the UUPA, the Aceh, district or city governments are authorized to regulate government affairs in all public sectors except for government affairs which are under the authority of the central government, national affairs, foreign policy, security, defence, judicial, monetary, and national fiscal, and certain affairs related to religion. The implementation of Islamic Law in Aceh is also emphasized in Article 127 paragraph 1 of Act Number 11 of 2006 concerning the Government of Aceh. The law explains that the Aceh government and district/city governments are responsible for the implementation of Islamic Law. In addition, in article 128 paragraph (3), it is also emphasized that the Sharia Court has the authority to examine, hear, decide, and settle cases covering the fields of ahwal al-syakhsyah (family law), muamalah (civil law), and jinayah (criminal law) based on Islamic Law. This provision is an extraordinary special provision in the delegation of authority to the Aceh government to establish a Sharia Court. Among the privileges and specialities given to Aceh Province are:

1. "Implementing Islamic Law for its believers in Aceh while maintaining religious harmony;
2. Organizing education and incorporating high quality local content according to Islamic law;
3. The organization and management of pilgrimage are in accordance with law and regulations; and
4. Implementation of traditional life is based on Islamic Sharia".

The implementation of Aceh Qanun No. 11 of 2018 concerning Islamic Financial Institutions has an impact on the Acehnese economy, including the transfer of all activities, products, and all financial institutions, including banking, into financial institutions based on Islamic law, with the longest period of three years since this Qanun was enacted. Therefore, all conventional-based financial institutions and activities that are against the principles of Islamic law are not allowed to continue. The types of Islamic financial institutions that are intended in the Sharia Financial Institutions (LKS), include: 1) "Islamic banking: sharia commercial banks, sharia business units, and sharia people's financing banks; 2) Sharia non-bank financial institutions: sharia insurance, sharia pension funds, sharia capital markets, sharia pawnshops, sharia venture capital, sharia microfinance institutions, sharia factoring, sharia financial technology and other sharia non-bank financial institutions; 3) Other financial institutions: non-formal financial institutions and non-formal pawnshops".

Aceh is one of the regions that implements special autonomy for Islamic law. It refers to Act Number 44 of 1999 concerning the Implementation of the Privileges of the Province of the Special Region of Aceh and Act Number 11 of 2006 has also enacted Aceh Qanun No. 11 of 2008 concerning Sharia Financial Institutions, which makes everything run purely with kaffah (perfect) Islamic law. Therefore, the inclusion of Basmallah is not a problem as it does not clash with the rules and poses no threat to any party. It is a recommendation in Islamic law to get blessings in every action and create deep relationships not only with humans but also with Allah.

## Conclusion

There is no indication that the format of the law on the head of the sharia banking deed that incorporates *basmallah* violates either the law or other norms. This inclusion also does not harm any parties because the requirements of article 38 of the UUJN have been effectively implemented. In addition, the three requirements of Civil Code article 1868 and the three evidentiary powers have been met, so that the sharia banking deed has impeccable and binding evidential value.

According to the three legal systems, the presence of the Basmallah phrase on the head of the Aceh province's sharia banking deed is not contradictory because it does not clash with the law and satisfies the contract principles of civil law. This inclusion also does not conflict with matters forbidden in muamalah activities or with prohibited items under Islamic law, and it satisfies the standards of custom/custom and is consistent with Acehnese customs, which are complementary to Islamic law. In addition, the connection between the Aceh Government Law and the Qanun on Sharia Financial Institutions with the inclusion of Basmallah on the head of the Aceh Province's Sharia Banking Deed is that Aceh is one of the regions where special autonomy for Islamic law is applied, with the enactment of Aceh Qanun No. 11 of 2008 concerning Sharia Financial Institutions, which makes the transfer of all activities, products, and all financial institutions based on Islamic law, so that the addition of Basmallah is also part of Islamic Law.

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