

## Judicial Disparities in Religious Court Decisions on the Inheritance Status of Life Insurance Benefits: A Sharia Economic Law Perspective

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**Abstract.** *Life insurance raises legal issues in Islamic inheritance and Sharia economic law regarding the status of benefits after the policyholder's death. This study examines judicial disparities in three Religious Court decisions: Tigaraksa, Sungai Raya, and Mataram, based on Islamic inheritance principles, sharia economic justice, and Indonesian positive law. Using a normative and comparative approach, the study analyzes court decisions and literature on Islamic inheritance and takaful. The findings show inconsistent interpretations. Tigaraksa and Sungai Raya courts treated insurance benefits as inheritance subject to faraid, whereas Mataram granted the beneficiary exclusive rights under contractual freedom. From a Sharia economic law perspective, such benefits constitute collective wealth (māl) and should be distributed fairly, unless a valid Sharia-compliant will or grant exists. This highlights the need for clearer Sharia-based guidelines.*

**Keywords:** *sharia economic law; life insurance; islamic inheritance; judicial disparity; distributive justice*

**Abstrak.** *Asuransi jiwa menimbulkan persoalan dalam ranah waris Islam dan ekonomi syariah terkait status manfaat asuransi setelah wafatnya pemegang polis. Penelitian ini menganalisis disparitas pertimbangan hakim dalam putusan Pengadilan Agama: Tigaraksa, Sungai Raya, dan Mataram, dengan menilai kesesuaiannya terhadap prinsip hukum waris Islam, keadilan ekonomi syariah, dan hukum positif Indonesia. Dengan pendekatan yuridis normatif dan komparatif, penelitian ini mengkaji putusan pengadilan serta literatur hukum waris Islam dan asuransi syariah (takaful). Hasil penelitian menunjukkan perbedaan penafsiran hukum. Pengadilan Agama Tigaraksa dan Sungai Raya menganggap manfaat asuransi sebagai harta warisan yang dibagikan menurut faraid, sedangkan Pengadilan Agama Mataram menempatkannya sebagai hak eksklusif kepada penerima manfaat berdasarkan asas kebebasan berkontrak. Dalam perspektif hukum ekonomi syariah, manfaat asuransi merupakan harta (māl) yang semestinya didistribusikan secara adil, kecuali terdapat wasiat atau hibah yang sah. Disparitas ini menegaskan perlunya pedoman berbasis syariah yang lebih jelas.*

**Kata kunci:** *hukum ekonomi syariah; asuransi jiwa; hukum waris Islam; disparitas putusan; keadilan distributive*

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## Introduction

Life insurance is a contemporary financial instrument designed to provide financial protection guarantees to parties who are legally designated as beneficiaries in the event of the insured's death, (Harits, 2018). In the context of modern society, life insurance has become an essential component of the economic protection strategy for the surviving family members (Mandiri, 2022; Rejda, G. E, 2015). Data from the Financial Services Authority (OJK) indicates that in 2023, the total life insurance premium income in Indonesia reached IDR 171.08 trillion, with claims and benefits paid amounting to IDR 152.23 trillion.(OJK, 2023) This fact reflects the high level of public participation in utilizing life insurance products as a means of anticipating financial risks resulting from the death of a family member.

Nevertheless, within the framework of Islamic inheritance law, a debate arises regarding the legal status of life insurance benefits—whether they can be categorized as part of the estate (*tirkah*) that must be distributed among all heirs by the principles of *faraid*, or whether they constitute the absolute right of the party designated in the policy without the need to undergo the inheritance distribution mechanism. (Projo, 2011). This juridical uncertainty often gives rise to disputes among heirs, particularly when there are parties who are not designated as beneficiaries but, according to Sharia, hold the status of legitimate heirs.

Several previous studies have highlighted this issue from both theoretical and normative perspectives. (Noor & Abdullah, 2009). One of them emphasizes the importance of legal protection for heirs who are not listed in the life insurance policy, while another views the insurance contract as a hybrid between the legal regimes of contract law and inheritance law. In practice, these differing approaches are reflected in the inconsistent rulings of religious courts. Some courts determine that insurance benefits constitute part of the inheritance that must be proportionally distributed among all heirs.(Karimah, 2023). Conversely, some courts hold such benefits to be the exclusive right of the beneficiary based on the principle of freedom of contract under civil law.

Law Number 40 of 2014 concerning Insurance does not provide explicit regulation regarding the status of life insurance benefits in the context of inheritance. Likewise, the Compilation of Islamic Law (KHI), as a juridical reference in the practice of religious court proceedings, does not specifically regulate the position of life insurance benefits within the Islamic inheritance system. This normative void creates a broad space for judicial interpretation, thereby resulting in disparities in decision-making.

Based on the aforementioned issue, this study aims to analyze the legal status of life insurance benefits from the perspective of Islamic inheritance law, as well as to examine the disparity in legal reasoning in three religious court decisions, namely the Decision of The Religious Court of Tigaraksa Number 2200/Pdt.G/2024/PA.Tgrs. (Direktori MA, 2024). The Decision of the Religious Court of Sungai Raya Number 457/Pdt.G/2023/PA.Sry, (Direktori MA, 2024). The Religious Court of Mataram Decision Number 270/Pdt.G/2020/PA.Mtr.(Direktori MA, 2024). All three decisions raise a similar legal issue, namely, claims for the distribution of inheritance that include life insurance benefits, yet they result in differing rulings.

The Religious Courts of Tigaraksa and Sungai Raya, in their respective decisions, declared that life insurance benefits fall under the category of inheritance property that must be distributed among all heirs. Conversely, the Religious Court of Mataram ruled that life insurance benefits constitute the absolute right of the beneficiary named in the policy. This substantial divergence in legal reasoning reflects a disparity that warrants further examination, both in terms of legal construction and its alignment with the principles of justice in Islamic law.

This research differs from previous studies, which are more normative-theoretical. The primary focus of this study lies in the comparative analysis of judicial practice, specifically regarding the three religious court decisions that ruled on similar cases but produced differing judgments. Accordingly, this article is expected to make a substantive contribution to the development of Islamic inheritance law and serve as an academic basis for the formulation of more comprehensive and equitable regulations or jurisprudence concerning the legal status of life insurance benefits within the Indonesian legal system.

## Reaserch Methods

This research is a qualitative study employing a normative juridical approach, aimed at examining the written legal norms and judicial practices related to the legal status of life insurance benefits within Islamic inheritance law. Primary data were obtained from three religious court decisions, namely the Decision of the Religious Court of Tigaraksa Number 2200/Pdt.G/2024/PA.Tgrs, the Religious Court of Sungai Raya Number 457/Pdt.G/2023/PA.Sry, and the Religious Court of Mataram Number 270/Pdt.G/2020/PA.Mtr, which serves as the main object of study. Secondary data sources include statutory regulations such as Law No. 40 of 2014 on Insurance, the Compilation of Islamic Law, as well as academic literature in the form of relevant books and journals. Data collection was carried out through library research by reviewing legal

documents and scholarly works. The data were analyzed using a comparative analysis method to identify and compare the legal reasoning of the judges in each decision and to assess their consistency with the principles of Islamic inheritance law and the national legal system. (Fah, 2016).

## **Results And Discussion**

### **Islamic Inheritance and Benefits of Insurance Policies**

In system law positive in Indonesia, base law about Islamic inheritance can be found in Law Number 1 of 1974 concerning Marriage. (Constitution Number 1, 1974) These provisions were further elaborated in the Compilation of Islamic Law (KHI), which serves as the primary reference for religious court practice in Indonesia. Book II KHI in a way special arrange about inheritance, start from general principles to the procedures for the distribution of inherited assets, including provisions regarding expert inheritance, parts certain (*furūd*), And system 'ashabah. KHI It also accommodates the principles of justice and deliberation among heirs, reflecting Islamic values and local wisdom in inheritance settlement. (KHI, 2006) Thus, the Marriage Law and the Compilation of Islamic Law (KHI) serve as the normative basis for the implementation of Islamic inheritance law within religious courts in Indonesia.

In Islamic legal studies, the elements of inheritance are often referred to as the "pillars of inheritance," namely the main components that enable the legal and orderly distribution of inherited assets. Each of these elements own provision And condition certain Which must filled so that process in heritance can walking suitable with principles deep law Islam.

In the Compilation of Islamic Law (KHI), the implementation of inheritance in Islam requires existence three element main or harmonious inheritance, namely: heir, expert inheritance and inherited property. (Salihima, 2015). These provisions This is reflected in the KHI, which states that inheritance is the transfer of ownership rights over assets left by the testator to the heirs. The heir is the person who dies and leaves behind assets. (Chapter 171 letter b), whereas expert inheritance is party Which entitled receive inheritance due to blood or marriage ties, are Muslim, and are not subject to inheritance obstacles (Article 174 paragraph c). Inheritance is any form of wealth left by the testator, whether in the form of objects legally owned or rights attached to them. Inheritance is a combination of the testator's personal assets and part of the joint assets, after first deducting for financing the needs during the testator's illness until death, the cost of funeral expenses (*tajhiz*), settlement debts, as well as giving to relatives Which entitled (Article 171 letters d and e). (KHI, 2006)

Meanwhile, the conditions for inheritance to be carried out legally are also regulated. in KHI. In among them is that heir must Already die world in essence, law, or strong suspicion (taqdiri). In addition, the heir must be confirmed as still alive when the testator dies as stated in Article 173 of the Compilation of Islamic Law, which states that a person can lose their rights as an heir if there is a judge's decision that has permanent legal force. This applies if the person is found guilty of murder, attempted murder, or serious assault against the testator. In addition, inheritance rights are also lost if the person is proven to have intentionally slandered heir by reporting crimes punishable by punishment imprisonment of at least five years or more. (KHI, Chapter 173) By fulfilling these pillars and conditions, distribution inheritance can be done in a way fair And in accordance with principles of Islamic law.

### ***Insurance Life Conventional and Sharia***

Insurance the soul is a part from provisions stipulated in Book I Chapter X Article 302 to Article 308 of the Commercial Law Code (KUHD). Based on the definition of insurance as stated in Article 1 number 1 of Law Number 40 of 2014 concerning Insurance, life insurance can be understood as an agreement between an insurance company and a policyholder, where the insurance company is obliged to provide benefits in the form of payments to the insured or their heirs if a risk occurs related to a person's life.

The connection with Chapter 302 And 303 Commercial Code, second chapter the provide a basis law that somebody can insure his soul Alone or Another person's life. Article 302 states that a person's life can be insured by an interested party, either for life or for a certain period as stipulated in the agreement. Meanwhile, Article 303 states that life insurance can be taken out by an interested party, even without the need for approval or notification to the insured party. person Which his soul insured. With thus, can concluded that insurance souls can be allocated for interest third parties and can be valid for a lifetime or a certain period of time according to the agreement of the parties. (Sula, 2024)

According to HMN Purwosutjipto, insurance soul—or Which Also known as life insurance—is a reciprocal agreement between the insurer And closing insurance (insured). In agreement This, The insured commits to paying premiums periodically during the insurance period. In return, the insurer promises to provide a certain amount of money to the insured. the party that has appointed by insured as beneficiary, either because the insured has died or because the agreed period has

ended. (Purwosutjipto, 1992) From this definition, it can be understood that the relationship between the insured and the insurer is mutually binding and contains respective rights and obligations that arise from certain events, such as death or the expiration of the contract.

On the other hand, unlike conventional insurance, the implementation of Sharia Insurance is based on the values of *ta'awun 'ala al-birr wa al-taqwa* (mutual assistance in goodness and piety) and *al-ta'min* (a sense of security). These values place participants in a position to Sharia insurance is like a large family that guarantees each other and collectively shares risks. This is rooted in the contract used, namely contract *takafuli* (each other bear), No contract *tabaduli* (each other). exchange) as applicable in system insurance conventional, in where there is an exchange of premiums for insurance benefits.

Islamic economists emphasize that Islamic Insurance is based on three principles. principle main. First, the principle each other responsible, namely every Participants have the awareness and sincere intention to bear the burden of losses experienced by other participants as a form of worship. The Prophet's hadith states: "A believer and another believer are like a building, each part of which strengthens the other." (Narrated by Bukhari and Muslim). Second, the principle of mutual assistance, namely there is a spirit of cooperation and solidarity between participants in facing risks, as emphasized in QS. Al-Ma'idah verse 2: "*And help You in (do) virtue And piety; And Don't "help each other in committing sins and transgressions."* Third, the principle of mutual protection, which shows that the participants act as protectors for each other. each other from suffering due to disaster. This principle is based on in QS. Quraish verse 4 and QS. Al-Baqarah verse 126, which underlines the importance of a sense of security and protection in social life.

In principle, the implementation of sharia insurance is a concrete manifestation of the spirit of mutual assistance among Muslims, with the aim of avoiding practices prohibited by Islamic teachings. insurance sharia eliminate element uncertainty (*gharar*), elements of speculation or gambling (*maisir*), as well as elements of interest (*riba*) in its business activities. Thus, insurance participants feel protected from forms of injustice that could harm them financially and morally.

Currently, Sharia Insurance operations adhere to the provisions stipulated in Law Number 40 of 2014 concerning Insurance. Furthermore, Sharia-based insurance practices also adhere to fatwas issued by the National Sharia Council of the Indonesian Ulama Council (DSN-MUI).

### ***Benefit Policy Life Insurance***

In context law insurance soul, draft "recipient benefit" refers to an individual or legal entity expressly appointed by the shareholder policy as party Which will accept payment benefit i insurance if the insured dies. However, this appointment was not immediate make party Which listed as recipient benefit Which legitimate legally. This can be seen in the provisions contained in the Policy Life insurance Number 39183154 date 4 March 2010, specifically on part definition in the Terms General (page KU-2/15). It is mentioned that recipient benefit is a party Which entitled on benefit insurance throughout own connection insurable interest towards the insured, and does not conflict with applicable laws and regulations. (Soehaiya, 2022)

Furthermore, Article 250 of the Commercial Code (KUHD) provides a legal basis that reinforces the importance of the element of interest in designating beneficiaries. This article states that if, at the time the insurance agreement is made, the named party has no interest in the insured object, the insurance company is not obligated to pay the claim. In life insurance, this interest refers to the potential for loss or reduction in economic value. Which will experienced by recipient benefit if insured die. It means, If insured died, so in a way economy condition the can affect the survival of the party designated in the policy. Therefore, the amount of insurance coverage received by the beneficiary can be understood as a form of compensation for the loss of income or economic support previously provided by the insured. Therefore, the existence of insurable interest is an important element indicating that life insurance benefits constitute a form of compensation that can be measured financially in the legal relationship between the insured and the beneficiary. (Wuhanbino et al, 2024)

The designation of a beneficiary in a life insurance policy is part of the financial protection mechanism against the risk of death. world Which common used in practice insurance. Individual which designated as a beneficiary will receive the right to insurance benefits if the insured dies. (Soehaiya, 2022). However, the existence of this beneficiary raises problems from the perspective of Islamic inheritance law, particularly regarding the status of the life insurance benefits: whether they can be categorized as part of the inheritance (tirkah) which must be distributed to the heirs according to the provisions of faraidh, or are they the exclusive rights of the beneficiary based on a civil insurance contract.

In principle, Islamic inheritance law stipulates that the inheritance of the testator is distributed to heirs who have a blood and/or marital relationship with the testator, with the portion being determined with certainty. in the text Al-Qur'an and hadith. Therefore, if the life insurance premium is paid during life by the insured comes from from his personal property, then logically the life insurance benefits arising from the

contract are part of the inheritance, and thus must be distributed according to the provisions of faraidh to all entitled heirs. (Mustari, 2013)

However, in modern insurance practice, life insurance benefits are often positioned as a beneficiary's right based on a contractual agreement between the insurance company and the policyholder. Therefore, insurance benefits are not considered part of the tirkah (indemnity), but rather a conditional gift. or form giving Which similar with will. Appointment beneficiaries in the policy are not subject to the maximum limit of one-third of the inheritance as regulated in legal provisions Islam regarding wills. This is the basis for differences of opinion among legal practitioners and Islamic jurists, and has become Wrong one factor that causes disparities in decisions court religion, Good Which state benefit insurance as part of the tirkah or as an absolute right of the beneficiary.

Problem law which arise to be increasingly complex when beneficiary deep police is wrong one from expert heir which has obtain part inheritance according to the provisions faraidh. In In such conditions, receiving the full life insurance benefits by one heir can lead to an unequal distribution of inheritance and violate the principle of justice in Islamic inheritance law. The same applies if the beneficiary is not an expert. inheritance The same once, but accept all over insurance benefits from premiums sourced from treasure personal heir. By Because That, important For examine the origin of the premium funds, the type of contract used, and the intent and purpose of appointing the beneficiary by the insured.

Taking the various considerations above into account, it can be concluded that the relationship between beneficiaries and Islamic inheritance law has significant legal implications. The legal approach used cannot be separated from the principles of justice and welfare in the distribution of inherited assets. (Wardhani, 2018) Therefore, normative clarity is needed in determining whether life insurance benefits are included as objects of inheritance, wills, or gifts. In this case, the role of the judge is very important in interpreting and balancing the provisions of positive civil law and legal principles. Islamic inheritance which originates from sharia, for the sake of maintaining justice substantive and legal certainty for the parties.

The basic concept of theory utilitarianism is how something action can produce benefits (utility) that as much as possible. Benefits This covers various form like benefit, benefit, happiness, and enjoyment, with the ultimate goal of avoiding all forms of suffering, evil, or discomfort. In this context, the measure of an action's goodness depends on the extent to which it produces a positive impact on the individual or society at large.

From framework thinking th utilitarianism Basically, it is not just about how an action is used to achieve certain benefits, but more about how to assess or measure it. whether something actions, phenomena, or incident truly brings benefits. This means that utilitarian assessment is not only of active actions (commission), but also of omissions. When something is proven to provide benefits happiness Which more big than suffering Which If it arises, then it is automatically considered to have high utility value for society, and vice versa. ( Kolosov and Sigalov, 2020).

In this case, classical utilitarian theory tends to be used as an instrument for ethical and moral evaluation of a social phenomenon or legal policy. The assessment process is carried out through calculation between pleasure and suffering (pain) that appears as a result of something action or decision. By Therefore, I see the utilitarian approach as a measuring tool for how much an event or policy has a positive impact on society. ( Pratiwi, 2022).

Jeremy Bentham later developed this concept further by incorporating the role of law within a utilitarian framework, which is referred to in various literature as legal utilitarianism. Bentham believed that humans are creatures constantly bound by the drive to achieve happiness and avoid suffering. These two drives, according to him, become base for man in take decision, determines attitudes, and forms hopes and ideals. This means that the motives of almost all human actions can be traced through calculation on the impact of pleasure or suffering on oneself. According to Bentham's view, when a person is faced with with an event that has moral dimension, then we can make an assessment of the action based on who is involved. involved or affected, as well as how much big pleasure And suffering that is caused. In In this context, the appropriate action to choose is the action that in a way rational can maximize happiness And minimize suffering for as many people as possible. Furthermore, Bentham did not question whether morality was part of the pleasure-pain calculation itself, but He put aspect moral as indicator important Which become the reason why calculation the need done. By Because That, approach The utilitarianism developed by Bentham is very relevant for use in analyzing policy law, specifically when policy the directly related to the moral values of society. Law, in this perspective, has the potential large form or even shake morality social, so that the assessment of the law ideally also takes into account the extent to which it is able to provide real benefits to the wider community. (Bentham, 2001)

Implementation principle utilities in evaluate status benefit insurance soul provides an ethical and pragmatic perspective on inheritance law provisions in modern society. From a classical utilitarian perspective, an action or policy is considered good if it maximizes happiness and minimizes suffering for as many people as possible. Thus, when someone points to recipient benefit (beneficiary) in policy insurance soul, so such actions are essentially a form of rational will to provide direct benefits to party Which considered most need. If These benefits are then treated as inheritance which must be shared among all heirs. inheritance according to law faraid, so Can So mark benefits Which it is hoped that it will actually be reduced.

The utilitarian concept developed by Jeremy Bentham provides a broader scope for analysis in the legal context, particularly in court decisions relating to moral values. and social welfare. Bentham viewed that law should function to regulate society with the principle of the greatest happiness for the as many people as possible. If something decision court precisely cause conflict, injustice distribution, or suffering for party Which appointed in a way explicit in the policy insurance, so in a way utilitarian, decision the can criticized. By Because Therefore, the application of this principle will be more contextual if it takes into account the utility of the insurance benefits themselves: whether they provide economic protection to those left behind, or whether they simply become the object of dispute among the heirs. (Wardhani, 2018)

Therefore, the use of the utility principle in assessing the legal status of insurance benefits the soul allows judge or policy makers law For Looking beyond the legalistic aspects. This principle offers an ethical-pragmatic approach to assessing the effectiveness of a legal decision: the extent to which it provides protection, avoids conflict, and creates social balance. In practice, this approach can also be used as a basis for in formation jurisprudence or even update law national that is more accommodating to the needs of modern society. (Muhammad, 2006)

### **Analysis of the Legal Reasoning Applied by the Religious Court of Tigaraksa, the Religious Court of Sungai Raya, and the Religious Court of Mataram**

Judicial reasoning constitutes a crucial element in the judicial process, serving to realize the values of justice, legal certainty, and utility in a balanced manner for the parties in dispute. Judges are required to perform this function with a high degree of caution and precision. This is because poorly reasoned or arbitrarily made legal considerations may result in defective rulings, which can ultimately be annulled by higher judicial bodies such as the High Court or the Supreme Court. (Mukti Arto, 2004) Within the framework of Indonesia's judicial system, the Supreme Court of

the Republic of Indonesia, as the highest judicial authority overseeing the general courts, religious courts, military courts, and administrative courts, has emphasized the importance of judicial decisions grounded in comprehensive legal reasoning. Such reasoning must encompass philosophical, juridical, and sociological aspects as part of an effort to deliver holistic justice. The justice referred to is not limited to legal justice, but also includes moral justice and social justice. (Mahmudah, 2019).

The juridical aspect serves as the fundamental basis for judges in rendering decisions. In this regard, judges are obligated to refer to the applicable statutory regulations by understanding, interpreting, and applying the relevant legal norms to the legal events at issue in the case. Nevertheless, the application of positive law alone is insufficient, as judges also bear the responsibility of assessing whether the implementation of such laws can deliver justice, provide tangible benefits, and ensure legal certainty for society.

Meanwhile, non-juridical aspects in judicial reasoning include philosophical and sociological considerations. The philosophical aspect seeks to capture deeper values of truth and justice, which often serve as the moral and ethical foundation in legal practice. The sociological aspect, on the other hand, emphasizes the alignment of legal rules with social conditions, cultural values, and the realities of community life. These two aspects are not rigid and codified like formal legal provisions; rather, they are flexible and demand sensitivity and prudence on the part of the judge.

Accordingly, the integration of juridical, philosophical, and sociological aspects is a critical prerequisite for ensuring that judicial decisions not only comply with the normative framework of the law but also resonate with the sense of justice in society and the living values within the social environment. This holistic approach renders judicial decisions not only legally valid but also ethically and sociologically acceptable, thereby fostering public trust in the judiciary. (Rifai, 2010).

Referring to the provisions of Article 49 of Law Number 7 of 1989 concerning the Religious Courts, as amended by Law Number 3 of 2006 and Law Number 50 of 2009, it is stated that the Religious Courts have absolute jurisdiction over matters related to Islamic family law, including inheritance cases. This authority is expressly granted by statute to the Religious Courts as the judicial body competent to resolve disputes between parties of the Islamic faith within the realm of private law. In addition to this absolute jurisdiction, there also exists relative jurisdiction, which pertains to the geographical competence of a particular religious court. Relative jurisdiction is determined based on the domicile or residence of the disputing parties. Accordingly, the religious court that holds relative competence is the one located within the judicial territory of the plaintiff's or the defendant's residence, depending on the applicable provisions regarding relative competence.

Furthermore, in the resolution of civil cases within the religious court system, procedural provisions require that every civil dispute must first undergo mediation. This requirement is stipulated in Supreme Court Regulation (PERMA) Number 1 of 2016 concerning Mediation Procedures in Court. Mediation forms an integral part of the modern judicial system, aimed at promoting the principles of peaceful, efficient, and equitable dispute resolution.

In the context of the inheritance case under examination, the Panel of Judges fulfilled this obligation by appointing a mediator whose duty was to bring the parties together and facilitate reconciliation. The mediator plays a central role in facilitating dialogue, uncovering the interests of each party, and encouraging the formation of a voluntary agreement. However, in its implementation, the mediation process failed to reach a consensus, and thus the case proceeded to the main trial stage before the Panel of Judges.

Legal reasoning constitutes an essential element in the structure of a court decision, as it reflects the process of juridical reasoning undertaken by the panel of judges in bridging the legal facts revealed during the trial and the final ruling rendered. In civil cases, including inheritance matters within the jurisdiction of the religious courts, the legal reasoning section not only demonstrates how the judge interprets and applies positive legal norms but also illustrates how the judge considers principles of justice and the social context surrounding the case.

This legal reasoning serves as the foundation of both the rationality and legality of a judgment; therefore, it must be constructed in a systematic and argumentative manner, grounded in admissible evidence and relevant legal provisions. In inheritance cases involving life insurance benefits, the legal reasoning of the panel of judges carries heightened urgency, as it concerns the classification of a particular object (in this case, insurance benefits) as part of the estate or otherwise. This issue is not explicitly regulated in the Compilation of Islamic Law (KHI), thereby allowing judges to interpret it based on general principles of Islamic inheritance law, concepts of justice, and relevant statutory provisions concerning insurance and other civil law instruments. Therefore, the determination of whether life insurance benefits may be classified as inherited property or constitute the personal right of the beneficiary must be supported by strong legal arguments, both from normative-juridical and sociological and philosophical perspectives.

Furthermore, legal reasoning in such cases serves as a reflection of the judge's capacity to balance legal certainty, substantive justice, and social utility. If the judge relies solely on rigid legal texts without considering the underlying purposes and functions of insurance benefits, the resulting decision may fail to address the parties' sense of justice.

On the other hand, if the judge adopts a progressive approach by interpreting the law contextually and with a justice-oriented perspective, the legal reasoning can become a critical instrument in the development of Islamic inheritance law in Indonesia, particularly in responding to modern dynamics surrounding economic instruments such as life insurance.

Accordingly, legal reasoning in inheritance cases involving life insurance benefits is not merely a formality within the structure of a judicial decision, but rather the central element that demonstrates how Islamic law as a material legal source in inheritance matters before the religious courts can be developed responsively in the face of contemporary issues. It also highlights the role of the judge not merely as the “mouthpiece of the law” (*la bouche de la loi*), but as an intellectual actor responsible for grounding the values of justice within an evolving social reality. Therefore, this section is crucial for further analysis to understand the logic and direction of the decisions, as well as to evaluate the consistency and quality of the reasoning employed by the panel of judges in interpreting the legal status of life insurance benefits within the Islamic inheritance system. The following is an exposition of the legal reasoning found in the three decisions analyzed in this journal article.

### ***The Religious Court of Tigaraksa Decision Number 2200/Pdt.G/2024/PA.Tgrs***

In its legal reasoning, the panel of judges at the Religious Court of Tigaraksa stated that the life insurance benefits disbursed from a policy under the name of the deceased constituted part of the estate left behind and, as such, were to be included as objects of inheritance. The panel did not categorize the benefit as a *hibah* (grant) or *wasiat* (will), as there was no evidence that the deceased had lawfully and explicitly expressed the intent to allocate the benefit solely to the designated beneficiary. The name listed as the beneficiary in the insurance policy was regarded merely as an administrative requirement.

In its ruling, the panel determined that the disputed inheritance was to be divided at a proportion of 33.34%, having been previously reduced by the husband’s share of jointly acquired marital property amounting to 50%, and the *wasiat wajibah* (compulsory bequest) for the adopted child amounting to 1/3 of the inheritance, or 16.66%. Under this distribution, Defendant I, the widower or husband of the deceased, received half of the jointly acquired property, and from the remainder of the estate, he was entitled to 1/2, equivalent to 3/6 of the inheritance portion. Plaintiff II, the biological mother of the deceased, was awarded 1/3 of the remaining estate after the widower’s share was deducted, which corresponds to 1/6 of the total

inheritance. Plaintiff I, the biological father of the deceased, received a share as an *ashabah* (residuary heir), meaning the remainder of the estate after other heirs' portions had been distributed. (Tigaraksa, PA, 2024)

This indicates that, although the insurance proceeds were already under the control of one party, such possession does not negate their character as part of the inheritance that must be distributed by *faraid* principles. The ruling reflects a strong application of the principle of legal certainty, by referring to the Compilation of Islamic Law (KHI) in its distribution method as well as to Supreme Court Jurisprudence No. 16 K/AG/2010, which affirms that insurance benefits may be classified as inheritable assets. Moreover, the ruling also embodies the principles of justice and utility, as it prevents one party from exclusively controlling the entire insurance benefit merely by being named as the policy beneficiary.

From the perspective of Islamic inheritance law, the ruling reflects a normative consistency with the structure of *faraid*, including asset types derived from modern contractual instruments such as insurance. In other words, the panel did not treat the insurance benefit as a unilateral entitlement or a gift (*hibah*), unless proven otherwise, but rather as part of the deceased's estate to which the laws of inheritance apply. Accordingly, the ruling of the Religious Court of Tigaraksa represents an affirmation of Islamic inheritance norms that are accommodative of modern financial assets like life insurance, without compromising the principles of equitable and orderly distribution.

### ***The Decision of the Religious Court of Sungai Raya Number 457/Pdt.G/2023/PA.Sry.***

In this decision, the panel of judges at the Religious Court of Sungai Raya began its legal reasoning by affirming that the life insurance benefits from Zurich Topas Life amounting to IDR 501,463,589.82, registered under the name of the deceased and already withdrawn by Defendant I, could not be automatically regarded as the defendant's absolute right. The panel emphasized that there was no evidence of a *hibah* or will from the deceased to the defendant regarding the insurance funds; therefore, the funds must be subject to the general principles of inheritance.

The panel elaborated that, under Islamic law, all assets left behind by a deceased person at the time of death and not yet distributed—including assets acquired as a result of death (such as life insurance benefits)—fall within the category of estate property. This interpretation was reinforced by reference to Article 171 letter (d) of the Compilation of Islamic Law (KHI), which defines inherited assets, as well

as Articles 176 and 178 of the KHI, which regulate the entitlements of legitimate heirs. (KHI, 2006)

Furthermore, the panel also assessed that the legal relationship between the deceased and Defendant one who was married to the deceased in an unregistered (*siri*) marriage did not give rise to inheritance rights, as the marriage was not legally recognized at the time of the deceased's death. In its reasoning, the panel concluded that Defendant I had no legal right to inherit and could not claim the life insurance benefit as an exclusive entitlement merely by virtue of having withdrawn the funds. This reasoning rests on the logic that insurance proceeds, even when disbursed based on the designation of a beneficiary, cannot override inheritance rights under *faraid* in the absence of a valid and lawful declaration of intent by the deceased.

This position reflects a commitment to the principles of justice and utility, while also safeguarding the continuity of Islamic inheritance principles in addressing the complexities of modern wealth. Accordingly, the legal reasoning adopted by the panel of judges at the Sungai Raya Religious Court provides a solid foundation for the view that life insurance benefits must be distributed as part of the deceased's estate. It also demonstrates a responsive judicial approach to inheritance practices that deviate from the requirements of Islamic law.

### ***The Religious Court of Mataram Decision Number 270/Pdt.G/2020/PA.Mtr***

Distinct from the two previous rulings, in its legal reasoning, the panel of judges at the Religious Court of Mataram opined that the insurance benefits received by the defendant, as the widow of the deceased, arose from the designation of a specific party in the insurance policy and were therefore contractual in nature. The panel held that such funds did not fall within the classification of estate property subject to the Islamic inheritance distribution system.

The panel reinforced its position by referring to Supreme Court Jurisprudence No. 97 K/AG/1994, which affirms that insurance benefits constitute the exclusive right of the individual named as the beneficiary in the policy. Accordingly, although the funds were obtained due to the death of the policyholder, their character differs from ordinary inheritance assets because their source lies in the contractual relationship between the insured and the insurance company. (Putusan Pengadilan Agama Mataram, 2020)

The judge also took into account the fact that the defendant, as the widow of the deceased, was deemed the most entitled to receive the benefit based on civil law principles governing contractual rights. This reasoning reflects an emphasis on the principle of legal certainty, aiming to ensure that life insurance benefits being the object

of a contractual agreement remain the property of the party explicitly designated as the beneficiary in the insurance policy.

However, this reasoning does not delve into or problematize whether the insurance premiums were paid using the personal assets of the deceased, which should otherwise form part of the estate. There is no explicit analysis as to whether the designation of a beneficiary in a policy may override *faraid* principles in the absence of a valid *wasiat* (will). This creates the impression that the panel prioritized a practical approach over a systematic inquiry into the principles of Islamic inheritance law.

Accordingly, the legal reasoning in the Mataram Religious Court's decision represents a pragmatic stance grounded in applicable statutory provisions, while simultaneously revealing a potential normative conflict with the fundamental principles governing the distribution of estate assets under Islamic law.

### **Comparison and Discussion of Disparity in Decisions**

The disparity observed in the decisions of Religious Courts regarding the legal status of life insurance benefits in inheritance disputes reveals a fundamental difference in legal interpretation among judges. This divergence primarily centers on the juridical classification of life insurance proceeds whether they fall within the category of estate assets (*tirkah*) that must be distributed according to Islamic inheritance law, or whether they constitute the exclusive right of the named beneficiary based on the terms of the insurance policy. In this context, it is noteworthy that the decisions of the Religious Court of Tigaraksa and the Religious Court of Sungai Raya share a common perspective by including life insurance benefits as part of the *tirkah*, whereas the Religious Court of Mataram adopts a contrasting view, treating such benefits as the exclusive entitlement of the decedent's widow.

These three rulings illustrate differing methodological approaches in interpreting the relationship between Islamic inheritance law, which is derived from *sharī'ah*-based norms, and modern legal practice grounded in civil contractual arrangements. The decisions of the Tigaraksa and Sungai Raya courts tend to rely on a universal principle that all assets owned by the deceased whether actual or contingent, should be considered part of the estate unless explicitly excluded by a valid legal declaration. In contrast, the Mataram court emphasizes the principle of freedom of contract as the legal basis for entitlement, without deeper engagement with the principles of distributive justice enshrined in the *farā'id* provisions.

Furthermore, this disparity also reflects an epistemological challenge within the religious court system when addressing modern financial products that are not explicitly

regulated in classical *fiqh* literature. This reality necessitates a form of *ijtihad* that is not merely normative, but also contextual, so that legal interpretations remain responsive to contemporary issues. Unfortunately, the absence of a standardized methodology for judicial *ijtihad* in cases involving life insurance benefits has resulted in legal uncertainty. When one panel of judges prioritizes the principles of *maṣlahah* and distributive justice for all heirs, while another places greater emphasis on the contractual terms of the insurance policy, divergence in legal outcomes becomes inevitable. For this reason, a thorough comparison of these three decisions is essential to identify the critical points of divergence among judicial panels, whether in terms of legal reasoning, methods of legal interpretation, or the influence of differing backgrounds in understanding Islamic law and prevailing national legislation in Indonesia.

From the perspective of Islamic inheritance law, an asset may be classified as part of the estate (*tirkah*) if it satisfies two principal conditions. First, the asset must be legally owned by the deceased at the time of death. Second, the asset must arise from, or become claimable as a direct consequence of, the death of the decedent. Based on these foundational principles, life insurance proceeds that can only be disbursed after the death of the insured, and whose premiums were paid from the decedent's personal income, may logically be classified as part of the *tirkah*. This argument is further reinforced by the fact that the right to such insurance benefits arises and becomes enforceable only after death, thereby aligning it in nature with other types of estate assets.

Moreover, in the context of Islamic inheritance jurisprudence (*fiqh al-mirath*), ownership of an asset is not solely assessed based on its physical form or actual possession, but also on the legitimate potential ownership (*milk al-tam*) recognized by *shari'ah*. When a testator actively pays life insurance premiums using personal assets, the benefits arising from such an insurance contract substantially constitute the legitimate fruits of the testator's efforts and ownership rights. Therefore, the proceeds derived from the life insurance agreement are part of the testator's estate that is legally inheritable. Furthermore, the *maqāsid al-shari'ah* approach supports the classification of life insurance benefits as part of the *tirkah*, since the principles of wealth protection (*ḥifẓ al-māl*) and equitable distribution (*al-'adl fi al-tawzi'*) among heirs constitute fundamental objectives in the Islamic law of inheritance.

In the context of Indonesian legislation, Law Number 21 of 2011 concerning the Financial Services Authority and its implementing regulations stipulate that insurance benefits constitute economic assets with monetary value and are subject to contractual principles and property law. Therefore, if such benefits arise as a consequence of a contract paid by the deceased during their lifetime, these benefits should, under the

national legal system, be included as part of the inheritance estate. This view aligns with the principle of universal succession in inheritance law, which recognizes that all rights and obligations of the deceased that can be monetarily valued transfer to the heirs, unless explicitly excluded by law.

Thus, from the perspectives of Islamic law, ownership theory, and contractual construction under positive law, there exists a strong rational and juridical basis to classify life insurance benefits as part of the *tirkah*. Rejection of this classification without sound justification risks creating injustice, particularly when such benefits play a significant role in ensuring the equitable distribution of inheritance among all rightful heirs.

Life insurance, from the perspective of Islamic law, possesses a distinctive characteristic as a right that arises due to the event of death. This characteristic is similar to several other forms of assets recognized in Islamic law, such as death compensation (*santunan kematian*), *diat* (financial compensation in Islamic criminal law), or pension benefits payable after death. All these types of assets essentially originate from the rights of the deceased, which are recognized according to *sharī'ah* and can only be realized after the death of the deceased. Therefore, in the absence of a valid will (*wasiat*) or an explicit gift (*hibah*) designating a specific beneficiary, life insurance proceeds should by default be subject to the fundamental principles of inheritance distribution according to *farā'id*.

This view aligns with the principle of '*adālah*' (justice), which forms the foundation of Islamic inheritance law, where each heir receives a proportionate share based on their degree of kinship with the deceased. Moreover, this argument is supported by the theory of *ijtihad qiyāsī*, a method of legal reasoning through analogy (*qiyās*) applied to similar cases. In this context, life insurance benefits, which can only be claimed after the insured's death, can be analogized to *diat* or other compensations arising posthumously that must be distributed among the heirs. Through this analogy, the status of life insurance benefits as part of the *tirkah* is further reinforced from the perspective of *uṣūl al-fiqh*, his perspective has been consistently adopted by the Religious Courts of Tigaraksa and Sungai Raya, where both judicial bodies regard life insurance benefits as an integral part of the deceased's estate that must be distributed to all entitled heirs in accordance with the provisions of the Compilation of Islamic Law (Kompilasi Hukum Islam) and the fundamental principles of Islamic inheritance law. In practice, these courts emphasize that the mere designation of a beneficiary in the insurance policy does not automatically negate the rights of other heirs. Unless such designation is made through a valid will (*wasiat*) that does not exceed one-third of the total estate as stipulated in Articles 195 and 199 of the Compilation of Islamic Law, the rights of the heirs must be respected and protected. Thus, this approach not

only reflects juridical prudence but also demonstrates consistency with the principles of justice and legal certainty in the distribution of inheritance under Islamic law.

In contrast to the two previous rulings, the decision of the Religious Court of Mataram bases its legal reasoning on the provisions stipulated in the insurance policy, which specifically names the widow of the deceased as the sole beneficiary. The panel of judges in this case argued that the insurance benefits constitute a purely contractual right arising from an agreement between the insured and the insurance company, and therefore do not fall within the category of inheritance assets subject to the faraid distribution system. This approach is grounded in the principle of freedom of contract as regulated in Article 1338 of the Indonesian Civil Code (KUH Perdata), which states that all legally binding agreements apply as law to the parties involved. In this context, the naming of the wife as the beneficiary is viewed as the free will of the deceased in determining who shall receive the insurance benefits upon his death.

However, although this approach can be legally justified within the framework of positive contract law, from the perspective of Islamic inheritance law it raises serious concerns because it potentially disregards the legitimate rights of other heirs who have blood or marital ties to the deceased. Under Islamic inheritance law, estate assets cannot be wholly transferred to a single party except through a valid will (*wasiat*), which itself is limited to a maximum of one-third of the total estate (*tsulutsul māl*), as affirmed in the hadith of the Prophet Muhammad (peace be upon him) and formulated in Articles 195 and 199 of the Compilation of Islamic Law. Therefore, if the insurance benefits are entirely granted to one party without a valid will or the consent of all heirs, such allocation may be qualified as a violation of the principle of justice in the distribution of Islamic inheritance.

Furthermore, a purely contractual approach that prioritizes the unilateral will of the deceased in appointing the beneficiary may create structural inequalities within the family. In many cases, the beneficiary is a younger wife, stepchild, or other parties who are not directly entitled under the faraid system, while biological children or the first wife receive no portion of the benefits. This situation has the potential to cause horizontal conflicts among heirs and weaken the principles of social responsibility and kinship that characterize Islamic inheritance law. Thus, although the ruling of the Religious Court of Mataram formally complies with the principle of contractual autonomy, it can be substantively criticized for failing to integrate the contractual principles in positive law with the distributive justice principles in Islamic law. Therefore, it is essential to reconsider such an approach to avoid neglecting the fundamental values of the syariah, which serve as the main reference in the Islamic inheritance law system in Indonesia.

This disparity in court decisions is inseparable from several underlying systemic factors. First, to date, there has been no explicit and comprehensive regulation within national legislation—neither in the Compilation of Islamic Law (Kompilasi Hukum Islam, KHI) nor in Law No. 40 of 2014 on Insurance—that clearly governs the legal status of life insurance benefits in the context of Islamic inheritance law. The absence of such normative regulation creates a legal vacuum that complicates judges' efforts to establish uniform and consistent legal reasoning when adjudicating cases involving the distribution of life insurance benefits. Given that life insurance is an increasingly common financial product among Muslims in Indonesia, its legal status ought to receive special attention from lawmakers, whether through regulatory reforms or the issuance of binding official fatwas by religious authorities within the jurisdiction of the religious courts.

Second, the absence of standardized legal guidelines grants the panel of judges a broad scope of interpretation when deciding cases. This is reflected in the variety of legal bases referenced in numerous rulings, ranging from interpretations of articles in the Compilation of Islamic Law (KHI), such as Article 171 concerning the definition of inheritance assets, to the application of Supreme Court jurisprudence which remains inconsistent and often case-specific. Furthermore, in practice, judges frequently refer to doctrines or opinions of contemporary scholars who hold differing views regarding the status of life insurance benefits, whether as a grant contract (*akad hibah*), a will (*wasiat*), or part of the estate (*tirkah*). This situation reinforces the conclusion that these interpretative differences stem from the absence of binding and uniform national regulations.

Third, the disparity is also reinforced by subjective factors such as differences in the judges' educational backgrounds, experiences, and understanding of modern financial products, including life insurance. Some judges may be more familiar with contemporary Sharia principles and modern Islamic economic literature, thus tending to interpret insurance benefits within a more progressive Islamic inheritance law framework. Meanwhile, others may still rely on a conventional understanding of inheritance assets without considering the dynamics of modern economic law, resulting in a literal approach to insurance policy agreements as ordinary civil contracts. Consequently, this leads to inconsistencies between decisions that not only cause confusion among the public but also potentially reduce legal certainty and the sense of justice for those seeking justice.

Within this framework, the disparity in court decisions can no longer be viewed merely as a result of individual differences in interpretation, but rather as a reflection of structural weaknesses within the legal system and the institutions of the religious

judiciary itself. Therefore, systematic efforts are required in the form of drafting technical guidelines, binding national fatwas, or even legislative reforms that specifically regulate the legal status of life insurance benefits from the perspective of Islamic inheritance law, so as to provide clearer guidance for judges in rendering their decisions.

When examined through the lens of the utility principle theory in Islamic inheritance law, as explained in Chapter II, life insurance benefits should be positioned as instruments to realize the greatest welfare and benefit for all legitimate heirs. The utility principle in this context emphasizes that Islamic inheritance law is not only aimed at upholding formal legal structures but also at ensuring substantive justice that reflects moral, social, and economic values of fairness. Therefore, the distribution of life insurance benefits should be conducted proportionally and fairly to avoid imbalances within the deceased's family, especially toward heirs who were financially dependent on the deceased during their lifetime.

The designation of life insurance benefits as the exclusive right of one party namely the widow of the deceased as established in the Mataram Religious Court decision may be normatively justified within the framework of the freedom of contract principle. However, an approach overly focused on the contractual text risks obscuring the spirit of justice that is the core of the *faraid* system in Islamic law. This is especially problematic if the designation of the beneficiary in the policy was never openly communicated to all family members or was made without the deceased's full understanding of its legal implications within the Islamic inheritance system. In the context of complex extended families with economic interdependencies, such an exclusive approach can not only create feelings of injustice but also potential horizontal conflicts among heirs.

Furthermore, if the principle of utility is truly to be the primary reference in judicial decision-making, then the panel of judges should consider not only the formal legality of the insurance contract but also the broader social and economic benefits. In this regard, the approach taken by the Religious Courts of Tigaraksa and Sungai Raya aligns more closely with the principle of *maslahah mursalah*, which involves taking general benefits and rejecting collective harms that are not explicitly regulated in the texts but are still justified under Sharia for the welfare of the community. Therefore, it can be said that the Mataram Religious Court's decision does not yet reflect a comprehensive and progressive Islamic legal approach, as it places greater emphasis on the formalistic aspects of the contract rather than on distributive justice and social utility, which are the main spirit of Islamic inheritance law.

Philosophically, the position of life insurance benefits as a form of financial protection should not disregard the fundamental principles of justice that are the

soul of Islamic law. Life insurance essentially represents an anticipatory effort by the deceased to provide life security for those left behind. However, this protection should not be monopolized by a single party unless there is a valid will, a clear grant (*hibah*), or other legal basis that authorizes a specific transfer of rights. From this philosophical perspective, the decisions of the Tigaraksa and Sungai Raya Religious Courts better reflect the principle of distributive justice consistent with the maqashid al-shari'ah, particularly in preserving the rights of heirs (*hifz al-mal*) and maintaining family ties (*hifz al-nasl*).

From a sociological perspective, the majority of Indonesian Muslims still have limited understanding of mechanisms Islamic inheritance law, (Idary dkk, 2024; Al-Hakim dkk. 2024), particularly when confronted with modern financial instruments such as life insurance. In practice, the designation of a beneficiary is often misconstrued as a unilateral grant (*hibah*), without recognizing that, under Islamic law, a valid *hibah* must meet strict requirements: it must be clearly expressed, known to the relevant parties, and executed during the lifetime of the grantor. This lack of understanding often leads to disputes and tensions among heirs after the insured's death. In this context, the role of judges becomes crucial in bridging the gap between normative legal principles and the complex social realities faced by the community.

The three decisions studied here clearly demonstrate an urgent need to harmonize classical Islamic inheritance doctrines with evolving contemporary legal practices. Without clear and comprehensive regulations, disparities in court decisions will continue to recur and cause legal uncertainty. Therefore, several strategic steps need to be taken immediately. First, efforts should be made to harmonize jurisprudence through more consistent Supreme Court rulings. Second, it is important for the Indonesian Ulema Council, together with the Supreme Court, to formulate specific guidelines that clearly regulate the legal status of life insurance benefits within the Islamic inheritance law system. Third, intensive public education is necessary to raise awareness about the concept of beneficiaries in insurance policies and its relationship with Islamic inheritance law.

The disparity in court decisions concerning inheritance cases involving life insurance benefits essentially reflects the dynamic nature of Islamic law in responding to modern financial products. On one hand, there is a need to maintain consistency with the fundamental principles of Islamic inheritance law, while on the other hand, there is a demand to accommodate contemporary practices within the insurance industry. A permanent solution can only be achieved through a holistic approach that integrates three aspects: first, strengthening regulations by revising the Compilation of Islamic Law (Kompilasi Hukum Islam); second, enhancing judges' capacity through

specialized education on sharia financial products; and third, educating the public on the importance of sharia-compliant inheritance planning. In this way, substantive justice, which is the main goal of Islamic inheritance law, can be realized more consistently and measurably in everyday judicial practice.

## Conclusion

From the perspective of Islamic inheritance law, life insurance benefits cannot automatically be classified as the exclusive right of the designated beneficiary. If the premiums are paid entirely by the deceased during their lifetime, then the benefits arising after their death should, in principle, be positioned as part of the estate (*tirkah*), unless there is valid evidence in the form of a sharia-compliant gift contract (*hibah*) or will (*wasiat*). Thus, the designation of a beneficiary in the insurance policy does not automatically override the rights of other heirs who have legitimate claims based on lineage or inheritance rights under *faraid* provisions. This approach aligns with the principle of distributive justice in Islamic law and serves to prevent inequality in the division of inheritance. Therefore, life insurance benefits ideally should be distributed proportionally to all rightful heirs, except where there is clear evidence of the deceased's valid legal intent in the form of a will or limited gift.

In judicial practice, there is a disparity in how religious courts determine the legal status of life insurance benefits. The decisions of the Religious Courts of Tigaraksa and Sungai Raya tend to be consistent with Islamic inheritance law principles, recognizing insurance benefits as part of the inheritance estate due to the absence of a valid contract transferring exclusive rights to the beneficiary. In contrast, the Religious Court of Mataram bases its decision on the principle of freedom of contract, without fully considering the justice principles inherent in the *faraid* system. This inconsistency reflects the lack of firm and comprehensive normative regulations, both within the Compilation of Islamic Law and sharia insurance legislation. Therefore, legal reform and jurisprudential unification are necessary to avoid legal uncertainty and to ensure substantive justice in resolving inheritance disputes involving life insurance benefits.

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