Limitations To Bank Negara’s Ibra Guideline

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Abstract

Whether a customer who defaults is entitled to *ibra* in Islamic financing transactions based on sale, has been the center of attention of the Islamic financial industry for a long time. Previous case-laws show that the approach of whether *ibra* should be granted to a defaulting customer has been inconsistent. The Shariah Advisory Council passed resolutions to address the problem but the real solution came when the Guideline on Ibra for Sale-Based Financing was issued in 2011 and last updated in 2013. The Guideline clarifies two main issues. Firstly, whether a customer who defaulted on their financing was entitled to *ibra*, and secondly, what the parameters for the formula for the calculation of *ibra* is. However, there are certain limitations to the Guideline which limit its scope of application. The focus of this research is to explain the issues that the Guideline attempted to cure and point out some limitations of the Guideline. Possible recommendations are also made to overcome the limitations.

**Keywords:** *Ibra* (rebate); *Ibra* Guideline; bank selling price; deferred profit; *Bai-bithamin Ajil*

**References**


**Cases**

Affin Bank Berhad v Zulkifli Abdullah (2006) 3 MLJ 67

Arab Malaysian Finance Bhd v Taman Ihsan Jaya Sdn Bhd & Ors (Koperasi Seri Kota Bukit Cheraka Bhd, third party) (2008) 5 MLJ 631

Arab Malaysian Merchant Bank Bhd v Silver Concept Sdn Bhd (2005) 5 MLJ 210

Bank Islam Malaysia Berhad v Adnan Omar (1994) 3 CLJ 735

Bank Kerjasama Rakyat Malaysia Bhd v Emcee Corporation Sdn Bhd (2003) 2 MLJ 408

Bank Kerjasama Rakyat Malaysia Bhd v. Flavour Right Sdn Bhd & Ors (2013) 1 CLJ 810

Bank Islam v Mohd. Azmi bin Mohd. Salleh Civil Appeal: W-02-609-2010

Bank Islam Malaysia Bhd v. Azhar Osman & Other Cases (2010) 5 CLJ 54

Bank Pembangunan Malaysia Bhd v Mensilin Holdings Sdn Bhd & Ors (2015) 1 LNS 442

CIMB Islamic Bank Bhd v. LCL Corporation Bhd & Anor (2011) 7 MLJ 594

Dato’ Nik Mahmud Bin Daud v Bank Islam Malaysia Bhd (1996) 4 MLJ 295

Kuwait Finance House (Malaysia) Berhad V. AC Property Development Sdn Bhd & Ors (2013) 1 LNS 1253

Malayan Banking Berhad v Marilyn Ho Siok Lin (2006) 7 MLJ 249

Malaysian Building Society Berhad v. Faza Impiana Sdn Bhd & Ors (2012) 1 LNS 1029

Malayan Banking Berhad v Yakup bin Oje & Anor (2007) 6 MLJ 398