

## **The Concept of Wages and Its Implication: Analysis of the *Ijarah* and *Ju'alah* Contracts in Sharia Economic**

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### **Abstract**

This research is motivated by the concept of wages originating from *ijarah* contracts more widely used in Islamic Economic Institutions than wages derived from *ju'alah* contracts. While the two contracts are contracts that cause the provision of wages. Therefore, this study will describe the application of the concept of wages to *ijarah* and *ju'alah* contracts at the Islamic Economic Institution. This research is secondary research with a literature study method whose data comes from various literatures through a normative juridical approach. This research is a type of qualitative research with technical data analysis through three stages, namely reducing data, presenting data and drawing conclusions. The results of this study reveal the fact that the concept of wages that is widely used in Islamic economic institutions is wages derived from *ijarah* contracts. This is because the legal consequences that have the concept of justice are that wages are



based on the amount and results that have been completed, rather than wages derived from the ju'alah contract which will be given when a job can be completed perfectly. Therefore, the concept of wages is more identical to the ijarah contract for service benefits, so that there is a development of the meaning of ujarah in the form of wages and rental prices in accordance with the object of the contract exchanged in the ijarah contract.

**KEYWORDS** *Wage Concept, Ijarah Contract and Ju'alah Contract*

### **Abstrak**

Penelitian ini dilatarbelakangi oleh konsep upah yang berasal dari akad ijarah lebih banyak digunakan di Lembaga Perekonomian Syariah dari pada upah yang berasal dari akad ju'alah. Sedangkan kedua akad tersebut merupakan akad yang menyebabkan adanya pemberian upah. Oleh karena itu, penelitian ini akan memaparkan penerapan konsep upah pada akad ijarah dan ju'alah di Lembaga Perekonomian Syariah. Penelitian ini merupakan penelitian sekunder dengan metode studi pustaka yang datanya berasal dari berbagai literatur melalui pendekatan yuridis normatif. Adapun penelitian ini merupakan jenis penelitian kualitatif dengan teknis analisis data melalui tiga tahapan yaitu mereduksi data, menyajikan data dan menarik kesimpulan. Hasil penelitian ini mengungkapkan fakta bahwa konsep upah yang banyak digunakan di Lembaga perekonomian syariah adalah upah yang berasal dari akad ijarah. Hal itu karena akibat hukumnya yang memiliki konsep keadilan yaitu pemberian upah didasarkan kepada jumlah dan hasil yang telah diselesaikan, dari pada upah yang berasal dari akad ju'alah yang akan diberikan ketika suatu pekerjaan dapat diselesaikan secara sempurna. Oleh karena itu, konsep upah lebih identik dengan akad ijarah atas manfaat jasa, sehingga terdapat pengembangan makna ujarah yaitu berupa upah dan harga sewa sesuai dengan objek akad yang dipertukarkan dalam akad ijarah.

**KATA KUNCI** *Konsep Upah, Akad Ijarah, Akad Ju'alah*

## **Introduction**

As social beings, humans always interact with each other. The interactions that are carried out are none other than in order to meet their

needs and maintain their lives <sup>1</sup>. There are two ways that humans can do to maintain their lives, namely: first, doing commerce that will generate profits. Second, work with the aim of getting paid. So that through the profits and wages earned, humans can fulfill their needs and carry out other economic activities.

With regard to wages in the study of Islamic economics, it is part of the discussion of *fiqh mu'amalah maliyyah*, which is a study of science that regulates how humans can fulfill their needs in accordance with sharia principles. This is based on the narrow meaning of *mu'amalah* which is focused on human activities to fulfill their needs<sup>2</sup>. The term wage in sharia economic law is known as an *ijarah* contract and also a *ju'alah* contract. Although they have the same terms, they differ in their implementation. The concept of wages in *ju'alah* contracts is more often associated with wages given in the form of rewards or prizes for a service that is successfully completed by someone<sup>3</sup>. While the concept of wages in the *ijarah* contract is a wage given to someone for the benefits associated with the rental of goods and one's labor or services<sup>4</sup>.

As for in practice, wages derived from the *ijarah* contract are mostly carried out in any work that uses the benefits of someone's labor or services compared to wages for work that uses the benefits of someone's labor or services originating from the *ju'alah* contract. This can be seen from the institution that applies the wage concept, namely the Islamic Economic Institution (*Lembaga Perekonomian Syariah (LPS)*) as the institution that oversees the Islamic Financial Institution (*Lembaga Keuangan Syariah (LKS)*) and also the Sharia Business Institution (*Lembaga Bisnis Syariah (LBS)*). In LKS or LBS, a person or legal entity will receive wages for the

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<sup>1</sup> Nurjaman, M I, D Ayu, C S Al-Rasyid, and ... "Jual Beli Online Dan Penentuan Hukum Yang Terjadi Di Dalamnya." *Al-Qanun: Jurnal Pemikiran Dan Pembaharuan Hukum Islam* 24, no. 2 (2021): 340–64.

<sup>2</sup> Suhendi, Hendi. *Fiqh Mu'amalah*. Jakarta: RajaGrafindo Persada, 2016.

<sup>3</sup> Jaih Mubarak & Hasanudin; *Fikih Mu'amalah Maliyyah: Akad Ijarah Dan Ju'alah*. Bandung: Simbiosis Rekatama Media, 2017.

<sup>4</sup> Mubarak & Hasanudin, 2017, p. 2

exchange of benefits that they provide. For example, in the Fatwa on *ijarah* Financing, which is more identical with financing for the benefits of goods, the Islamic bank is domiciled as the lessor or the party who rents out the goods and the customer is the lessee or the party who enjoys the *ijarah* contract financing facility <sup>5</sup>.

What is interesting is the definition of wages in Article 1 (30) of Law Number 3 of 2003 concerning Manpower (Labor Law) which is defined as the rights of workers or laborers who are received and expressed in the form of money as a form of compensation from an entrepreneur or the party providing the job. to these workers. Payment of wages is determined based on the work agreement, the agreement of the parties and also the laws and regulations, including in the form of allowances for workers and their families <sup>6</sup>. This definition shows the position of *ijarah* or *ju'alah* which has similarities in its object, namely the exchange of service benefits. According to <sup>7</sup>, wages regulated in laws and regulations are a wage system that is given to workers who must fulfill the principles of *muamalah*. So in general, the wages come from the *ijarah* contract for the benefits of goods and services and come from the *ju'alah* contract. As described previously, these contracts have similarities and differences in their application.

Departing from that, this study will discuss the concept of wages and their application. The concept of wages is discussed thoroughly through the analysis of *ijarah* and *ju'alah* contracts in sharia economic institutions, namely an institution that carries out sharia economic activities in the form of real assets (Islamic Business Institutions/LBS) and financial assets (Islamic Financial Institutions/ LKS). The purpose of this research is to find out and add to the scientific treasures of sharia economic law about the concept of wages in *ijarah* and *ju'alah* contracts and how to apply them in sharia economic institutions. So that through this research, the concept of

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<sup>5</sup> DSN-MUI, 2000, p. 3

<sup>6</sup> Media, Tim Fokus. *Undang-Undang Ketenagakerjaan*. Bandung: Tin Fokus Media, 2013.

<sup>7</sup> Hidayati, Ika Novi Nur. "Pengupahan Dalam Perspektif Hukum Islam Dan Hukum Positif." *Az Zarka* 9, no. 2 (2017): 184–208.

wages derived from *ijarah* and *ju'alah* contracts is expected to be able to be applied in economic activities that pay attention to risks and sharia principles, so as to bring benefits to all sharia economic actors.

## Methods

This research is secondary research obtained by using library research methodology through a normative juridical approach. The data used is library data, such as the main book that is widely referenced is the book *Fiqh Mu'amalah Maliyyah: Ijarah and Ju'alah Contracts*, 11 DSN-MUI Fatwas, Legislation and scientific research journals related to the concept of wages in the *ijarah* contract. and sell it. This type of research is qualitative research with data analysis techniques carried out through three stages, namely first, the stage of data reduction. This stage is a step to narrow the data obtained to be focused on the object of research, namely the concept of applying wages in *ijarah* and *ju'alah* contracts. Second, the stage of presenting data. This stage is the step of presenting the focused data into a narrative that is easy to read and has a broad meaning. Third, the stage of drawing conclusions. This stage is a step to draw a common thread from the presentation presented into a comprehensive integrated conclusion that can be accounted for its validity.

## The Concept of Wages in the *Ijarah* Contract

*Ijarah* in language means buying and selling benefits or renting, namely taking the benefits of goods. There are also those who translate it as buying and selling services or wages, namely taking the benefits of human labour <sup>8</sup>. This can affect one of the pillars of *ijarah*, namely the parties to

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<sup>8</sup> Syafe'i, Rachmat. *Fiqh Mu'amalah*. Bandung: CV Pustaka Setia, 2016.

the contract, namely *mu'jir* (the lessor of goods) and *musta'jir* (the tenant of goods) or *mu'jir* (the provider of services) and *ajir* (the tenant of services)<sup>9</sup>.

Meanwhile, according to the term, several meanings of *ijarah* were put forward by scholars. According to Sayyid Sabiq, *ijarah* is defined as a type of contract to take benefits by way of replacement<sup>10</sup>. This is also in line with what was stated by the Hanafiyah scholars. Thus, an *ijarah* contract is a contract or transaction of benefits or services with certain rewards. If the object is the benefit of an object, it is called *ijarah al-'ain*. Meanwhile, if the object is in the form of benefits or services from a person's energy, it is called *ijarah al-dzimah*<sup>11</sup>. Meanwhile, according to the Sharia Economic Law Compilation (KHES), *ijarah* is the rental of goods for a certain period of time with payment.

The position of wages in the *ijarah* contract is part of the pillars of the *ijarah* contract in the category of the object of the contract (*ma'al-ma'qud 'alaih*). Because *ijarah* is part of the exchange contract, what is exchanged is expensive *al-manfa'ah* (where the benefits occur) which have benefits with *ujrah* in the form of fees for services<sup>12</sup>. So that the benefits derived from expensive *al-manfa'ah* (human labor) are exchanged for *ujrah* whose amount is determined based on the agreement of the parties.

As a pillar of the wage/*ujrah* contract, it must meet the requirements for the formation of a contract (*syuruth al-in'iqaad*), namely: First, the type and number of wages must be clear. That is, the type of wages must be clear whether in the form of money, goods, or a combination of money and goods and the amount must be determined by agreement<sup>13</sup>. This is in accordance with the DSN-MUI Fatwa on *ijarah* (Fatwa No. 112 of 2017), even in the KHES it is emphasized that wages can also be in the form of securities and

<sup>9</sup> Suhendi, 2016, p. 113

<sup>10</sup> Sabiq, Sayyid. *Fiqh Sunnah*. Beirut: Daar Al-Fikr, 1983.

<sup>11</sup> Abdul Rahman Ghazaly, et.al. *Fiqh Muamalat*. Jakarta: Prenadamedia Group, 2018.

<sup>12</sup> Humaeroh, Humaeroh. "Pemberian Ijarah Berupa Upah dalam Ibadah dan Sewa Menyewa dalam Perspektif Hukum Islam." *Al Ahkam* 11.2 (2015): 1-12.

<sup>13</sup> DSN-MUI, 2017, p. 6

other objects based on an agreement. Meanwhile, in the legislation, as defined by the Manpower Act, wages must be in the form of money <sup>14</sup>.

Second, wages must be known to the parties. This means that the lessee and the lessor must both know the level, type and amount of the agreed wages. For example, when there is an offer for the type and amount of rent from one party, the other party must know the type and amount of wages that will be given or will be obtained <sup>15</sup>. Third, wages should not be the same as benefits. For example, someone who hires a worker to cut the grass in his house is paid for it in the form of cutting the grass of the worker's yard. This third condition, the majority of scholars allow *ijarah* contracts with similar wages but different from the Hanafiyyah scholars who prohibit the exchange of *ijarah* contracts between benefits with similar benefits <sup>16</sup>.

The payment of wages/*ujrah* based on the Fatwa of DSN-MUI and KHES can be made in cash, respite and also in installments <sup>17</sup>. It is like paying the price in a sale and purchase contract. Because the position of the *ijarah* contract with the sale and purchase contract are both part of the exchange contract. In addition, payment of wages can be made through a down payment scheme and the advance cannot be returned when the *ijarah* contract is canceled unless there is another agreement. Wages also still have to be paid, even though the lessee does not benefit from the object being rented <sup>18</sup>. While the determination of the amount of wages is based on a period of time, it can be in the form of minutes, hours, days, weeks, months and years or can even be determined based on distance traveled. The amount of wages can also be changed or in the language of the fatwa, the amount and type can be reviewed based on the agreement of the parties <sup>19</sup>.

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<sup>14</sup> Media, 2013, p. 1

<sup>15</sup> Al-Zuhaili, Wahbah. *Fiqh Islam Wa Adillatuhu*. Damaskus: Daar Al-Fikr, 2009.

<sup>16</sup> Mubarak & Hasanudin, 2017, p. 28

<sup>17</sup> DSN-MUI, 2017, p. 6

<sup>18</sup> Maulana, Diky Faqih. "Analisis Terhadap Kontrak Ijarah Dalam Praktik Perbankan Syariah." *Muslim Heritage* 6, no. 1 (2021): 179–200. <https://doi.org/10.21154/muslimheritage>.

<sup>19</sup> DSN-MUI, 2007, p. 4)

## The Concept of Wages in the *Ju'alah* Contract

*Ju'alah* is literally interpreted as a promise to give rewards to other parties who successfully complete certain tasks or *achievements (natijah)* <sup>20</sup>. Likewise, according to the term *ju'alah*, it is interpreted as a commitment to provide clear rewards for a particular job that is difficult to learn or rent for a job that is thought to be capable of achieving results <sup>21</sup>. *Ju'alah* contract has its own uniqueness in the classification of contract law. However, in general, scholars are of the opinion that the *ju'alah* contract is part of the domain of the contract agreement, because the *ju'alah* contract can give birth to rights and obligations for the parties to the contract <sup>22</sup>.

The uniqueness of the *ju'alah* contract is in the position of giving wages. The *'amil* will not get wages from the *ja'il*, if they cannot do the job or achievement (*natijah*) perfectly <sup>23</sup>. So legal experts argue that the *ju'alah* contract looks like a promise and is not part of the contract agreement. As for the point of view of its substance, the *ju'alah* contract is a contract agreement because it contains rights and obligations for the parties. The affirmation is <sup>24</sup>: First, from the point of view of its form, the *ju'alah* contract is a promise in which the form of the offer statement (*ijab*) is carried out unilaterally by the *ja'il*. While the form of approval (*qabul*) is not a condition for the validity of the contract. That is, *qabul* can be done for anyone who is able to do the work requested by the *ja'il* and is perfect for his work, then it is the *'amil* who will get wages. Second, from the point of view of its

<sup>20</sup> Afriani, Afriani. "Implementasi Akad Ju'Alah Dalam Lembaga Keuangan Syariah." *EKSISBANK: Ekonomi Syariah Dan Bisnis Perbankan* 2, no. 2 (2018): 59–63. <https://doi.org/10.37726/ee.v2i2.54>.

<sup>21</sup> Arif, M Syaikhul. "Ju ' Alah Dalam Pandangan Islam." *Siyasah: Jurnal Hukum* 2, no. Desember (2019): 25–36.

<sup>22</sup> Mubarok & Hasanudin, 2017, p. 272

<sup>23</sup> Sarinah, Maryam. "Hukum Pemberian Imbalan Di Muka Sebelum Pelaksanaan Ju'alah Oleh Kecamatan Siantar Sitalasari Menurut Pandangan Komisi Fatwa Mui Kota Pematangsiantar (Studi Kasus : Mtq Di Kecamatan Siantar Sitalasari)." *Islamic Business Law Review : Jurnal Hukum Ekonomi Syari'ah* 1, No (2017): 78–88.

<sup>24</sup> Mubarok & Hasanudin, 2017, p. 273



substance, the *ju'alah* contract is not disputed that its position is part of the exchange contract that gives birth to rights and obligations. That is, the position of the *ju'alah* contract is the same as the sale and purchase contract and the *ijarah* contract, which is both part of the type of exchange contract. As for what is exchanged in the *ju'alah* contract is *al-ju'l* (reward) with *natijah* (achievement of doing a certain job/achievement) <sup>25</sup>.

The position of wages in the form of *al-ju'l* (reward/commission) is part of the pillars of the *ju'alah* contract in the category of the object of the contract (*al-ma'qud 'alaih*). So that *al-ju'l* (reward/commission) must meet the requirements for the formation of a contract (*syuruth al-in'iqaad*) as wages/*ujrah* in an *ijarah* contract which has conditions for the formation of a contract. The conditions are that *al-ju'l* must be in the form of assets that can be known (both quality and quantity), are legal assets and can be handed over <sup>26</sup>. This is as stated in the DSN-MUI Fatwa regarding Ju'alah (Fatwa Number 62 of 2007).

The legal stipulation of the *ju'alah* contract relating to *al-ju'l* is that it is not allowed to have a condition that *al-ju'l* can be given in advance. That is, *al-ju'l* may not be paid in advance before the execution of work or achievements (*natijah*). *Al-ju'l* can be given by the *ja'il* to the *'amil* if the *'amil* is able to complete the work or achievement (*natijah*) perfectly and in accordance with the criteria required by the *ja'il*. In addition, the jailer must pay the agreed reward if the *'amil* party is able to complete the work offered, even though more than one person is able to complete the work. This is a result of the position of the *ju'alah* contract whose *natijah* achievement can be carried out by everyone who meets the requirements. So when there are two people who are able to complete the job perfectly, for example, returning lost items. Then both parties can do *syirkah* to receive a reward <sup>27</sup>. That is, both of them can share the rewards obtained from the Jail parties equally or according to the agreement.

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<sup>25</sup> Mubarok & Hasanudin, 2017, p. 273

<sup>26</sup> DSN-MUI, 2007, p. 3

<sup>27</sup> Mubarok & Hasanudin, 2017, p. 283

As for the *'amil* has the right to get *al-ju'l* from the *ja'il* when it fulfills two conditions, namely <sup>28</sup>: First, the *'amil* party is the party who is permitted or permitted by the *Jail* party to do the requested work. So that when there is no permission from the *ja'il* party, the *'amil* who have been able to do the work or achievement are not entitled to receive a reward or *al-ju'l*. Second, the work or achievement (*natijah*) has been completed perfectly and in accordance with the criteria required by the *Jail* party so that the purpose of the *ju'alah* contract has been properly fulfilled. Meanwhile, with regard to the review of *al-ju'l*, the *ja'il* may change the amount of compensation to be given, both reducing and adding to it. According to Ulama Syafi'iyah, the condition for reviewing *al-ju'l* is when the *'amil* has not finished doing the work. Meanwhile, according to Hanabilah scholars, the condition for reviewing *al-ju'l* may be done before the *'amil* do the work.

## The Relationship between the *Ijarah* Contract and the *Ju'alah* Contract

As described above, the *ijarah* contract is divided into two categories, namely *ijarah* for the benefit of goods (*ijarah 'ala al-ashkhash*) and *ijarah* for the benefit of human labour or services (*ijarah 'ala al-a'yan*). In this regard, the relationship between the *ijarah* contract and the *ju'alah* contract can be divided into two, namely <sup>29</sup>: the relationship between the *ijarah 'ala al-ashkhash* contract and the *ju'alah* contract (because the two contracts have in common one of the objects of the contract, namely the benefits of one's work or services) and the relationship between the *ju'alah* contract and the *ijarah* contract in general. In general, the relationship between the two contracts includes <sup>30</sup>:

<sup>28</sup> Mubarok & Hasanudin, 2017, p. 282

<sup>29</sup> Mubarok & Hasanudin, 2017

<sup>30</sup> Haryono. "Konsep Al Ju'alah Dan Model Aplikasinya Dalam Kehidupan Sehari-Hari." *Al Mashlahah Jurnal Hukum Islam Dan Pranata Sosial Islam*. 6, no. 2 (2018): 643–57.

First, the *ju'alah* contract is valid without regard to the parties. This means that the parties who have the contract, especially the *'amil* parties, may include certain *'amil* parties (obviously) or unspecified *'amil* parties (unclear). Meanwhile, in an *ijarah* contract, the parties to the contract must include certain (obvious) parties.

Second, the work of *'amil* in the *ju'alah* contract may include *gharar* (unclear) work. Whereas in the *ijarah* contract, the work carried out by the *ajir* party must be a clear job. This means that the type, duration and criteria of the work must be clear.

Third, the statement of acceptance/*qabul* in the *ju'alah* contract is not included in the pillars of the contract, because the statement of offer/*ijab* is done unilaterally. Meanwhile, in the *ijarah* contract, the acceptance/*qabul* statement is part of the pillars of the contract.

Fourth, *ja'il* in the *ju'alah* contract will not get results in the form of benefits if the *'amil* has not succeeded in doing his job perfectly. While the *mu'jir* or service users will get results in the form of benefits even though the work of the *ajir* or service provider has not finished doing their work. Therefore, the *'amil* are not entitled to receive wages before the work is done. Meanwhile, the *ajir* party is still entitled to receive wages based on the comparison of the work that has been done even though it has not been completed <sup>31</sup>.

Fifth, in the *ju'alah* contract, it is not permitted to have conditions to prioritize the payment of wages. Whereas in an *ijarah* contract, wages can be prioritized based on an agreement even though the *ajir* party has not yet started doing work.

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<sup>31</sup> Jamaluddin. "Elastisitas Akad Al-Ijarah (Sewa-Menyewa) Dalam Fiqh Muamalah Persfektif Ekonomi Islam." *Ejournal Iai - Tribakti* 1, no. 1 (2019): 2.

## The Legal Consequences of the *Ijarah* and *Ju'alah* Contracts

Judging from the theoretical study above, related to the *ijarah* contract and the *ju'alah* contract, they have one thing in common, namely the wages received from the services or benefits that have been provided. However, judging from the *ijarah* contract and the sale itself, it is a different contract even though it includes wages for services or benefits received. The compilation of Islamic economic law explains that the *ijarah* contract is a rental contract with the payment of which the payment is the wages. While the sale contract is an agreement for certain rewards for the execution of certain tasks by the second party on behalf of the first party, so that the wages can be obtained when the request of the first party is fulfilled.

The DSN fatwa regarding *ju'alah* explains that the compensation is entitled to be received if the work has been completed <sup>32</sup>. Meanwhile, in an *ijarah* contract, *ijarah* services can be paid with or without an advance, advance payment, payment after *ma'jur* has been used, or be owed based on an agreement as stated in article 307 Chapter XI concerning *ijarah*. The explanation shows the difference in how to get wages. Through the *ju'alah* contract, wages can be obtained when the work is completed, while in *ijarah* wages are paid in advance or take precedence according to the agreement. So that in the sale contract there are consequences if it is not achieved from the predetermined results / the work is not completed then the wages will not be received. However, in the *ijarah* contract, based on Article 308 it is explained that the *ijarah* advance that has been paid cannot be returned unless specified otherwise in the contract. One of them, the *ijarah* advance must be returned by the lessee if the *ijarah* is cancel by him. Meanwhile, the *ijarah* advance does not have to be returned to the tenant if the *ijarah* cancellation is made by the person who rents it out <sup>33</sup>.

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<sup>32</sup> DSN-MUI, 2007, p. 5

<sup>33</sup> Sakti, Lanang, and Nadhira Wahyu Adityarani. "Tinjauan Hukum Penerapan Akad Ijarah Dan Inovasi Dari Akad Ijarah Dalam Perkembangan Ekonomi Syariah Di Indonesia." *Jurnal*

In terms of work/services that generate wages, the two contracts have significant differences. Through the *ju'alah* contract scheme, the person who does the work is not specifically required to do his job. But in *ijarah*, on the other hand, the person who will carry out the work must clearly define the conditions. So that in a *ju'alah* contract, each party can cancel it without the permission of the other party. Of course, this is not the same as *ijarah*, where in its implementation there is an agreement from both parties, so that both parties cannot cancel it without the consent of one of the parties, both *mu'jir* and *musta'jir*<sup>34</sup>. Because of this in the *ju'alah* contract, the worker/*majullah* does not have the obligation to do the work that is promised wages or rewards for it, while in the *ijarah* contract the worker is obliged to do the work assigned to him. The duration of the work in the saleah contract is not a requirement, while in the *ijarah* contract the duration of the work is required as in Article 320 of the Sharia Economic Law Compilation which states that *ijarah* ends with the expiration of the *ijarah* stipulated in the contract.

## Implementation of *Ijarah* and *Ju'alah* Contracts in Sharia Economic Institutions

Sharia Economic Institution (LPS) is an institution that carries out economic activities in the form of real assets and financial assets that are run based on sharia principles, including sharia financial institutions (LKS) and sharia business institutions (LBS). Based on this definition, the includes both LKS and LBS. LKS itself contains two institutions, namely Islamic banks and non-Islamic banks. While LBS in it is related to business, such as commerce and manufacturing.

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*Fundamental Justice* 1, no. 2 (2020): 39–50.  
<https://doi.org/10.30812/fundamental.v1i2.900>.

<sup>34</sup> Insawan, Husain. "Al-Ijarah Dalam Perspektif Hadis; Kajian Hadis Dengan Metode Maudhu'iy." *Li Falah: Jurnal Studi Ekonomi Dan Bisnis Islam* 2, no. 1 (2017): 137.  
<https://doi.org/10.31332/lifalah.v2i1.607>.

Meanwhile, based on the DSN-MUI Fatwa (Fatwa Number 123 of 2018), IDIC is defined as a legal entity that organizes sharia economic activities which do not include the real sector and the financial sector<sup>35</sup>. The definition is presented by DSN-MUI after defining LKS which is engaged in the financial sector and also LBS which is engaged in the business sector. The explanation of the three institutions (LPS, LKS and LBS), when looking at the substance of the fatwa is related to funds that should not be recognized as income for the three institutions. That is, in the view of Islamic economics, apart from having LKS with institutions in the form of banks and non-Islamic banks, then LBS with its institutions in the form of commerce and manufacturing, there are also institutions including LPS outside the two LKS institutions and also LBS, one of which is a sharia hospital. sharia tourism and sharia hotels.

The three institutions in their operational system are always related to the concept of wages, both from the *ijarah* contract and from the *ju'alah* contract. The application of the wages of the two contracts, in their implementation, is different even though they both get wages. The implementation of the two contracts in LPS related to wages, among others:

First, for LKS, the application of the concept of wages is found in financing products and service products. In financing products, wages come from the *ijarah* contract for the benefits of the goods (*ijarah 'ala al-a'yan*). So that Islamic banks get wages from customers who use financing facilities. The specific contracts used are *ijarah* contracts, parallel *ijarah*, *ijarah muntahiyah bi al-tamlik* (IMBT) and *ijarah maushufah fi al-dzimah* (IMFD). Some of the above contracts have a function according to their purpose. By using the *ijarah* contract, parallel *ijarah*, and IMFD, Islamic banks will receive wages in the form of rental prices for the benefits of goods being leased to customers who use financing facilities. After the lease agreement ends, the leased goods will remain the property of the bank. Likewise, the use of the IMBT contract, Islamic banks will get wages in the

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<sup>35</sup> DSN-MUI, 2018, p. 6

form of rental prices for the benefits of goods that are rented out to customers who use the facilities. However, after the lease agreement ends, the position of the leased item will become the property of the customer using the facility through a sale and purchase contract scheme or a grant. That is, in the IMBT contract there is a multi-contract concept between *ijarah* contracts, buying and selling or grants. The IMBT products include financing for home ownership, production equipment, shop houses, machinery, vehicles and so on.

As for service products, wages come from the *ijarah* contract for the services of the bank in providing services to the customer who uses the facility, or it is called the contract *ijarah 'ala al-asykhash*. The specific contracts used by Islamic banks and earning wages for them are contracts *ijarah 'ala al-asykhas*, *wakalah bi al-ujrah*, *hiwalah bi al-ujrah* and *kafalah bi al-ujrah*. The use of contracts *ijarah 'ala al-asykhash* in LKS, is found in service products in the form of money transfers <sup>36</sup> and Save Deposit Box (SDB) <sup>37</sup>.

While the use of *wakalah bi al-ujrah*, *hiwalah bi al-ujrah* and *kafalah bi al-ujrah* contracts, Islamic banks will get wages for their services representing the interests of the customer (*wakalah bi al-ujrah*), bailing out customer debts (*hiwalah bi al-ujrah*) and services to provide guarantees for customers who need guarantees (*kafalah bi al-ujrah*). These services are part of the service *ijarah* contract, as according to the research results <sup>38</sup> and <sup>39</sup> which states that the LKS that performs the three contracts is indirectly equal in position to the service *ijarah* contract (*ijarah 'ala al-asykhash*). So that there are wages from these services, as a result of the transformation of

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<sup>36</sup> Nofinawati, Nofinawati. "Akad Dan Produk Perbankan Syariah." *FITRAH: Jurnal Kajian Ilmu-Ilmu Keislaman* 8, no. 2 (2014): 219. <https://doi.org/10.24952/fitrah.v8i2.349>.

<sup>37</sup> DSN-MUI, 2002, p. 3

<sup>38</sup> Muhamad Izazi Nurjaman & Doli Witro. "Transformasi Akad Tabarru' Menjadi Akad Mu'awadhat ; Analisis Akad Hiwalah Dan Akad Kafalah Di Lembaga Keuangan Syariah." *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Islam* 6, no. 2 (2021): 162–72.

<sup>39</sup> Muhamad Izazi Nurjaman, Iwan Setiawan, Nana Herdiana. "Penerapan Akad Wakalah Bi Al-Ujrah Dan Hiwalah Bi Al-Ujrah Dalam Pengembangan Produk Di Perbankan Syariah." *Al-Infāq: Jurnal Ekonomi Islam* 13, no. 1 (2022): 165–82.

the *tabarru'* contract (*wakalah*, *hiwalah* and *kafalah*) into a *mu'awadhat* contract (*wakalah bi al-ujrah*, *hiwalah bi al-ujrah* and *kafalah bi al-ujrah*).

The use of *ju'alah* contracts that generate wages for LKS is found in the Bank Indonesia Syariah Certificate (SBIS) and SBIS *Ju'alah* products <sup>40</sup>. Through this product, Bank Indonesia (BI) offers SBIS products to Islamic banks as a form of monetary control in an open market operation (OPT) mechanism. So that every participating Islamic bank will assist BI's task in controlling monetary through absorption of liquidity by placing public funds in BI. Then the Islamic bank is entitled to receive wages in the form of *ju'l*/commission from BI in accordance with the amount agreed by both parties.

Second, for LBS, the application of the concept of wages is found in various sharia business products. The wages are derived from the *ijarah* contract for the benefits of goods (*ijarah 'ala al-a'yan*) and also wages derived from the service *ijarah* contract (*ijarah 'ala al-asykhash*). Sharia business products that generate wages from the *ijarah 'ala al-a'yan* contract include rental of vehicles, houses (boarding houses, rented houses, flats, apartments, villas, lodging), production equipment, machines and so on. The wages generated from this form of rental are wages in the form of rental prices for the benefits of an item.

The wages derived from the *ijarah* contract for service benefits (*ijarah 'ala al-ashkhash*) can be in the form of various jobs that generate wages for the sale of services provided to other parties, such as educators, employees, laborers, barbers, household assistants, porters and so on. For these various types of work, the determination of wages can be classified into two, namely: First, wages are regulated by the government. This wage is officially determined by government policy based on status, area and type of work. Second, wages are not officially regulated by the government, but are set based on market prices. This means that the determination of wages is

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<sup>40</sup> DSN-MUI, 2007, p. 5



determined by the service tenant or by the service provider or through a bargaining mechanism according to the agreement.

The implementation of the *ju'alah* contract that generates wages for LBS is found in various jobs that are difficult to do or a job that can only be done by experts or also in the form of an offer of achievement of an achievement that has benefits for those who provide the offer. Business products that generate wages from *ju'alah* contracts such as business services for finding lost goods, businesses with Multy Level Marketing (MLM) schemes <sup>41</sup> or in the language of the DSN-MUI fatwa is Sharia Tiered Direct Selling (PLBS) <sup>42</sup>, product sales marketing <sup>43</sup>, etc. In addition, wages that come from the *ju'alah* contract in everyday life such as providing scholarships for an achievement or achievement <sup>44</sup>.

Third, for LPS, the application of the wage concept as mentioned in the fatwa above (Fatwa 123 of 2018), apart from products in LKS and LBS, there are hospital products and sharia tourism as well as other products. In sharia hospitals there are many multi-service *ijarah* schemes (*ijarah 'ala al-asykhash*), which include <sup>45</sup>: First, the wages received by hospital health workers for their services derived from the contract *ijarah 'ala al-ashkhash*. Second, the wages received by the hospital from patients who came from the contract *ijarah 'ala al-ashkhash*. Third, the wages received by the supplier of medical equipment from the hospital come from the *ijarah 'ala a'yan* or IMBT contract. Fourth, the wages received by the hospital from the supplier of medicines originating from the *wakalah bi al-ujrah* contract.

As for sharia tourism, as well as sharia hospitals, there are many multi-service *ijarah* schemes (*ijarah 'ala al-ashkhash*), including <sup>46</sup>: First, the wages received by the Sharia Travel Bureau (BPWS), sharia companies,

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<sup>41</sup> Rohman, Abdur. "Analisis Penerapan Akad Ju'alah dalam Multi Level Marketing (MLM)(Studi atas Marketing Plan www. Jamaher. Network)." *Al-Adalah* 13.2 (2016): 179-190.

<sup>42</sup> DSN-MUI, 2009, p. 5

<sup>43</sup> DSN-MUI, 2018b, p. 5

<sup>44</sup> Afriani, 2018, p.59

<sup>45</sup> DSN-MUI 2016a, p. 12

<sup>46</sup> DSN-MUI, 2016b, p. 6

sharia therapists, sharia hotels from tourists come from the contract *ijarah 'ala al-asykhash*. Second, the wages received by the tour guide from the BPWS come from the *ijarah 'ala al-asykhash* contract or *ju'alah* contract. Third, the wages received by BPWS from the sharia hotel for marketing services come from the *wakalah bi al-ujrah* contract.

**TABLE 1 Application of the Wage Concept in Islamic Economic Institutions (LPS)**

No	Institution Type	Institution	Product	Wages from the <i>Ijarah</i> Agreement	Wages from the <i>Ju'alah</i> Contract
1.	Islamic Financial Institutions (LKS)	Bank and Non-Islamic Bank	Transfer and SDB	<i>Ijarah ala' Asykhash</i>	
			SBIS Ju'alah		<i>Ju'alah</i>
			Services	<i>Ijarah ala' Asykhash, Wakalah bi al-Ujrah, Hiwalah bi al-Ujrah, Kafalah bi al-Ujrah</i>	<i>Ju'alah</i>
2.	Sharia Business Institution (LBS)	Commerce	Goods	<i>Ijarah 'ala al-a'yan, ijarah parallel, IMBT dan IMFD.</i>	
		Manufacture	Service	<i>Ijarah 'ala al-Asykhash</i>	<i>Ju'alah</i>
3.	Sharia Economic Institutions (LPS) Outside LKS and LBS	Sharia Hospital	Goods	<i>Ijarah 'ala al-a'yan, IMBT</i>	
			Service	<i>Ijarah 'ala al-Asykhash</i>	
		Sharia Tourism	Service	<i>Ijarah 'ala al-Asykhash, Wakalah bi al-Ujrah</i>	<i>Ju'alah</i>

Source: Results of the Analysis of the Application of the Wage Concept

Based on the classification from the table above, the concept of wages in its application in LPS mostly comes from *ijarah* contracts, both *ijarah* for the benefits of an item (*ijarah 'ala al-a'yan*) and *ijarah* for benefits in the

form of services (*ijarah 'ala al-asykhash*) from on wages derived from the *ju'alah* contract. This of course can be caused by several factors, including: First, the limitations of the use of the *ju'alah* contract. That is, the *ju'alah* contract can only be applied to something that is of a service nature or provides service benefits rather than providing goods benefits. So the concept of wages derived from the *ijarah* contract is much broader in terms of its use. Therefore, the *ju'alah* contract is more identical with the contract *ijarah 'ala al-asykhash* than the contract *ijarah 'ala al-a'yan*. This can be seen from the similarity of the exchange, namely in the form of service benefits and *ujrah* or *ju'l*.

Second, the legal consequences of the *ju'l* contract do not give justice to the concept of wages. This means, as explained above that wages derived from the *ju'alah* contract will be given, when a job can be completed properly or perfectly. So that the legal consequences are not suitable when applied to the concept of wages given in the long term. For example, an employee or labour who will get wages once a week or once a month, if he uses the concept of a *ju'alah* contract and his work does not match the criteria or target achievement desired by the entrepreneur. Then it will cause losses for these employees. Therefore, the concept of wages derived from the *ijarah* contract is more suitable for its application to the business scheme and far from providing justice for all parties, both for the service provider and for the service user. Because through the *ijarah* contract wages will be given according to what is produced. This means that even if the employee or worker does not reach the target, wages will still be given in accordance with the achievement of the completed target. The concept of wages derived from the *ju'alah* contract can be included in the business scheme when employees are able to work beyond the specified target. So that the employee or worker, in addition to getting wages, will also get a bonus for the excess work that has been determined.

In the author's opinion, if you look at the concept of wages generated from the *ijarah* contract and *ju'alah* contract above. The use of the word

wages is much more synonymous with the *ijarah* contract for service benefits (*ijarah 'ala al-ashkhash*). This is as the meaning of wages in the Manpower Law described in the introduction. In addition, the meaning of wages described by Mannan is interpreted as a reward that can be received by employees or workers. The intended reward can be seen from two perspectives, namely a financial point of view and also a non-financial point of view. That is, wages can be seen from how much the amount of wages received by employees or workers and the extent to which the level of welfare of workers' lives resulting from work that produces wages <sup>47</sup>.

Although broadly speaking, wages consist of two categories, namely <sup>48</sup>: First, wages are in the form of giving as a result of taking benefits from an item (*ijarah 'ala al-a'yan*). According to the author, this type of wages is more precisely referred to as the rental price. That is, the meaning of *ijarah* in the form of renting the benefits of goods is exchanged for *ujrah* in the form of a rental price that is determined based on the agreed period of time. Second, wages are in the form of rewards for renting a job done by someone else (the worker). This wage is more suitable to be matched with the meaning of the *ijarah* contract in the form of renting labour or human services or *ijarah 'ala al-ashkhash*. Therefore, there is a development of the meaning of *ujrah* in the *ijarah* contract and its application in accordance with the object. That is, the difference between wages and rental prices is due to the difference in the object being rented, namely in the form of benefits of goods and benefits of human services. So that it will develop the meaning of *ujrah* as one of the pillars of the *ijarah* contract, which can mean the price of rent and wages. As for wages derived from a *ju'alah* contract, it is more suitable to be interpreted as a commission or bonus for an achievement or achievement.

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<sup>47</sup> Ruslan Abdul Ghofur, *Konsep Upah Dalam Ekonomi Islam* (Bandar Lampung: Arjasa Pratama, 2020).

<sup>48</sup> Ghofur.

## Conclusion

Based on the results of the analysis and discussion above, the application of the concept of wages to *ijarah* and *ju'alah* contracts at Islamic Economic Institutions uses many *ijarah* contracts. This is due to the legal consequence factor which always provides justice in the provision of wages, namely wages will be given according to the amount and results of the work completed, rather than using a *ju'alah* contract, namely wages will be given if the work can be completed perfectly. Therefore, the concept of wages is more identical with the *ijarah* contract for service benefits (*ijarah 'ala al-ashkhash*). While wages in the *ijarah* contract for the benefits of goods (*ijarah 'ala al-a'yan*) are referred to as the rental price. Likewise, wages derived from the *ju'alah* contract are called commissions or bonuses. Thus, there is a development of *ujrah* which must be interpreted as wages and rental prices in accordance with the object of the contract being exchanged.

## References

- Abdul Rahman Ghazaly, Dkk. *Fiqh Muamalat*. Jakarta: Prenadamedia Group, 2018.
- Afriani, Afriani. "Implementasi Akad Ju'Alah Dalam Lembaga Keuangan Syariah." *EKSISBANK: Ekonomi Syariah Dan Bisnis Perbankan* 2, no. 2 (2018): 59–63. <https://doi.org/10.37726/ee.v2i2.54>.
- Al-Zuhaili, Wahbah. *Fiqh Islam Wa Adillatuhu*. Damaskus: Daar Al-Fikr, 2009.
- Arif, M Syaikhul. "Ju ' Alah Dalam Pandangan Islam." *Siyasah: Jurnal Hukum* 2, no. Desember (2019): 25–36.
- DSN-MUI. *Fatwa DSN-MUI Nomor 107 Tahun 2016 Tentang Pedoman Penyelenggaraan Rumah Sakit Berdasarkan Prinsip Syariah*. Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2016.
- . *Fatwa DSN-MUI Nomor 108 Tahun 2016 Tentang Pedoman Penyelenggaraan Pariwisata Berdasarkan Prinsip Syariah*. Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2016.
- . *Fatwa DSN-MUI Nomor 112 Tahun 2017 Tentang Ijarah*. Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2017.
- . *Fatwa DSn-MUI Nomor 123 Tentang Penggunaan Dana Yang*

- Tidak Boleh Diakui Sebagai Pendapatan Bagi Lembaga Keuangan Syariah, Lembaga Bisnis Syariah Dan Lembaga Perekonomian Syariah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2018.
- . *Fatwa DSN-MUI Nomor 24 Tahun 2002 Tentang Save Deposit Box.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2002.
- . *Fatwa DSN-MUI Nomor 56 Tahun 2007 Tentang Ketentuan Review Ujrah Pada Lembaga Keuangan Syariah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2007.
- . *Fatwa DSN-MUI Nomor 62 Tahun 2007 Tentang Ju'alah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2007.
- . *Fatwa DSN-MUI Nomor 64 Tahun 2007 Tentang Sertifikat Bank Indonesia Syariah Ju'alah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2007.
- . *Fatwa DSN-MUI Nomor 75 Tahun 2009 Tentang Pedoman Penjualan Langsung Berjenjang Syariah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2009.
- . *Fatwa DSN-MUI Nomor 9 Tahun 2000 Tentang Pembiayaan Ijarah.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2000.
- . *Fatwa DSN-MUI Nomor 93 Tahun 2018 Tentang Keperantaraan (Wasathah) Dalam Bisnis Properti.* Jakarta: Dewan Syariah Nasional-Majelis Ulama Indonesia, 2018.
- Ghofur, Ruslan Abdul. *Konsep Upah Dalam Ekonomi Islam.* Bandar Lampung: Arjasa Pratama, 2020.
- Haryono. "Konsep Al Ju'alah Dan Model Aplikasinya Dalam Kehidupan Sehari-Hari." *Al Mashlahah Jurnal Hukum Islam Dan Pranata Sosial Islam.* 6, no. 2 (2018): 643-57.
- Hidayati, Ika Novi Nur. "Pengupahan Dalam Perspektif Hukum Islam Dan Hukum Positif." *Az Zarga* 9, no. 2 (2017): 184-208.
- Humaeroh, Humaeroh. "Pemberian Ijarah Berupa Upah dalam Ibadah dan Sewa Menyewa dalam Perspektif Hukum Islam." *Al Ahkam* 11.2 (2015): 1-12.
- Insawan, Husain. "Al-Ijarah Dalam Perspektif Hadis; Kajian Hadis Dengan Metode Maudhu'iy." *Li Falah: Jurnal Studi Ekonomi Dan Bisnis Islam* 2, no. 1 (2017): 137. <https://doi.org/10.31332/lifalah.v2i1.607>.
- Jaih Mubarak & Hasanudin; *Fikih Mu'amalah Maliyyah: Akad Ijarah Dan Ju'alah.* Bandung: Simbiosia Rekatama Media, 2017.
- Jamaluddin. "Elastisitas Akad Al-Ijarah (Sewa-Menyewa) Dalam Fiqh Muamalah Perspektif Ekonomi Islam." *Ejournal Iai -Tribakti* 1, no. 1 (2019): 2.
- Maulana, Diky Faqih. "Analisis Terhadap Kontrak Ijarah Dalam Praktik Perbankan Syariah." *Muslim Heritage* 6, no. 1 (2021): 179-200. <https://doi.org/10.21154/muslimheritage>.
- Media, Tim Fokus. *Undang-Undang Ketenagakerjaan.* Bandung: Tim Fokus Media, 2013.
- Muhamad Izazi Nurjaman, Iwan Setiawan, Nana Herdiana. "Penerapan

- Akad Wakalah Bi Al-Ujrah Dan Hiwalah Bi Al-Ujrah Dalam Pengembangan Produk Di Perbankan Syariah.” *Al-Infaq: Jurnal Ekonomi Islam* 13, no. 1 (2022): 165–82.
- Muhamad Izazi Nurjaman & Doli Witro. “Transformasi Akad Tabarru’ Menjadi Akad Mu’awadhat ; Analisis Akad Hiwalah Dan Akad Kafalah Di Lembaga Keuangan Syariah.” *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Islam* 6, no. 2 (2021): 162–72.
- Nofinawati, Nofinawati. “Akad Dan Produk Perbankan Syariah.” *FITRAH: Jurnal Kajian Ilmu-Ilmu Keislaman* 8, no. 2 (2014): 219. <https://doi.org/10.24952/fitrah.v8i2.349>.
- Nurjaman, M I, D Ayu, C S Al-Rasyid, and ... “Jual Beli Online Dan Penentuan Hukum Yang Terjadi Di Dalamnya.” *Al-Qanun: Jurnal Pemikiran Dan Pembaharuan Hukum Islam* 24, no. 2 (2021): 340–64.
- Rohman, Abdur. "Analisis Penerapan Akad Ju’alah dalam Multi Level Marketing (MLM)(Studi atas Marketing Plan www. Jamaher. Network)." *Al-'Adalah* 13.2 (2016): 179-190.
- Sabiq, Sayyid. *Fiqh Sunnah*. Beirut: Daar Al-Fikr, 1983.
- Sakti, Lanang, and Nadhira Wahyu Adityarani. “Tinjauan Hukum Penerapan Akad Ijarah Dan Inovasi Dari Akad Ijarah Dalam Perkembangan Ekonomi Syariah Di Indonesia.” *Jurnal Fundamental Justice* 1, no. 2 (2020): 39–50. <https://doi.org/10.30812/fundamental.v1i2.900>.
- Sarinah, Maryam. “Hukum Pemberian Imbalan Di Muka Sebelum Pelaksanaan Ju’alah Oleh Kecamatan Siantar Sitalasari Menurut Pandangan Komisi Fatwa Mui Kota Pematangsiantar (Studi Kasus : Mtq Di Kecamatan Siantar Sitalasari).” *Islamic Business Law Review : Jurnal Hukum Ekonomi Syari’ah* 1, No (2017): 78–88.
- Suhendi, Hendi. *Fiqh Muamalah*. Jakarta: RajaGrafindo Persada, 2016.
- Syafe’i, Rachmat. *Fiqh Muamalah*. Bandung: CV Pustaka Setia, 2016.

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