

ANALYSIS OF AGREEMENT ON THE CONSTRUCTION OF MOSQUE INTERIORS IN THE PERSPECTIVE OF AL-IJĀRAH ALA AL-'AMĀL CONTRACT

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Abstract

The practice of Borongan work agreement on the manufacture of mosque interiors between CV Serba Na Plafon and the mosque BKM is carried out in the form of an oral agreement and both parties have agreed to the contents of the agreement. However, after the work was completed and the work contract ended, there was damage to the interior of the mosque and the BKM mosque asked for responsibility for CV Serba Na Plafon. This study examines how the work agreement between the management of the BKM Mosque and the contractor in making the interior of the mosque and the review of the al-ijārah ala al-amāl contract on the agreement and implementation of mosque interior design work in Southwest Aceh Regency. This research is a descriptive qualitative research analysis with a normative sociological approach, where the data obtained comes from observations and interviews. Based on the results of the research, it is found that: First, the work agreement between the BKM and the contractor is carried out in the form of an oral agreement, in the agreement a three-month warranty is given to complete the work with the provision that if damage occurs, then all damage is not the responsibility of CV Seba Na Plafon. Second, the review of the al-ijārah ala al-amāl contract on the agreement and implementation of the mosque interior design work is not in accordance with the terms and conditions of the al-ijārah ala al-amāl contract. In its implementation, the BKM of the mosque asks for responsibility for damage to the interior of the mosque carried out by CV Serba Na Plafon, which should be according to the al-ijārah ala al-"amāl contract, the BKM of the mosque has no right to do so because the parties must adhere to the terms agreed upon at the beginning of the agreement. In Islamic law, the parties to the collaboration must comply with the agreements in the contract.

Keywords: Agreement, Al-ijārah ala al-amāl, Contract, Banda Aceh and Islamic Economic Law

Abstrak

Praktek perjanjian kerja Borongan pada pembuatan interior masjid antara pihak CV Serba Na Plafon dengan pihak BKM masjid dilakukan dalam bentuk perjanjian lisan dan kedua pihak telah sepakat terhadap isi perjanjian. Namun, setelah pekerjaan selesai dan kontrak kerja berakhir, terjadi kerusakan pada interior masjid dan pihak BKM masjid meminta pertanggung jawaban kepihak CV Serba Na Plafon. Penelitian ini mengkaji tentang bagaimana perjanjian kerja antara pihak manajemen BKM Masjid dengan pihak pemborong pada pembuatan interior masjid dan tinjauan akad al-ijārah ala al-amāl terhadap perjanjian dan pelaksanaan pekerjaan desain interior masjid di Kabupaten Aceh Barat Daya. Penelitian ini merupakan penelitian kualitatif yang bersifat deskriptif analisis dengan pendekatan normatif sosiologis, dimana data yang diperoleh bersumber dari hasil pengamatan dan wawancara. Berdasarkan hasil penelitian diperoleh hasil bahwa: Pertama perjanjian kerja antara pihak BKM dengan pihak pemborong dilakukan dalam bentuk perjanjian lisan, pada perjanjian tersebut diberikan garansi selama tiga bulan untuk menyelesaikan perkerjaan dengan ketetapan jika terjadi kerusakan, maka segala kerusakan tersebut tidak menjadi tanggung jawab dari pihak CV Seba Na Plafon. Kedua tinjauan akad al-ijārah ala al-amāl terhadap perjanjian dan pelaksanaan pekerjaan desain interior masjid tidak sesuai dengan syarat dan rukun akad al-ijārah ala al-amāl. Dalam implementasinya pihak BKM masjid meminta pertanggung jawaban terhadap kerusakan interior masjid yang dikerjakan oleh pihak CV Serba Na Plafon, yang seharusnya menurut akad al-ijārah ala al-amāl pihak BKM masjid tidak berhak melakukannya karena para pihak harus berpegang pada syarat-syarat yang telah disepakati pada awal perjanjian. Dalam hukum Islam, pihak-pihak yang melakukan kerjasama harus tunduk pada kesepakatan-kesepakatan dalam kontrak.

Kata Kunci: *Al-ijārah ala al-amāl*, Banda Aceh, Kontrak, dan Hukum Ekonomi Islam

INTRODUCTION

Al-ijārah ala al-amāl is a muamalah activity that makes someone's work or service as *ma'qud alaiih*, such as hiring someone to build a building,

sew clothes and other jobs. Ijārah like this according to the fiqh scholars is permissible if the type of work is clear and in accordance with shariah.¹

Piece work is a wage system that is based on a job until it is completed, in accordance with the agreement between the employer and the worker. In this case, there is usually a contractor who acts as the leader of the workers in carrying out a job. The employer agrees to leave the work to the contractor to do a job until it is completed. The employer only needs to provide an agreed wage to carry out a job. Then the contractor employs several workers whose payment is adjusted to the piece-rate money given by the employer.²

In this study, the authors conducted research at one of the mosque interior manufacturing places in Southwest Aceh, namely at CV Serba Na Plafon located in Lhang Village, Setia District. The wholesale work of making mosque interiors carried out by CV Serba Na Plafon with the BKM mosque in Lhang village in the agreement contains that, the work of making and installing mosque interiors is carried out until completion, with a gradual payment system according to the work that has been completed. Payment continues until the work is completed up to 100%.³

Good quality is of course also influenced by good supervision. Based on the results of interviews the author conducted with the BKM of the mosque in Lhang Village, that in the work of making the interior of the mosque which was carried out by CV Serba Na Plafon, the results/quality of what they did was not optimal. This began to appear a few weeks later after the work was completed, starting from the quality of interior ornaments that began to crack to connections that were less strong. The agreement states that the damage/error is still the responsibility of the worker if it is still within the working period/before handover. However, if the damage occurs after the working period / after the handover of the two parties, then all damage is outside the responsibility of the worker, unless there is good faith on the part of the worker. This resulted in the

¹ Chairul Fahmi, 'Revitalising Implementation of Law Sharia in Aceh (the Law No.A11/2006)', *TSAQAFAH* 8, no. 2 (30 November 2012): 295-310, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

² Panji Adam, *LawIslamic Concept, Philosophy and Methodology* (Jakarta: Sinar Grafika, 2021).

³ Sophar Maru Hutagalung, *Hak Copyright: Position and Its in Development* (Jakarta: Sinar Grafika, 2022).

mosque's BKM experiencing losses, because the results they obtained were not as expected.⁴

Based on the explanation of the data above, the results of the work done by CV Serba Na Plafon do not meet the predetermined criteria, namely the interior that is easily cracked to the connection that is not strong and of course the mosque BKM is not satisfied with these results. In this case, the BKM Mosque did not supervise during the work period. The agreement states that if the work has been handed over, then all damage is no longer the responsibility of CV Serba Na Plafon, and if CV Serba Na Plafon does renovations or re-work, of course it can be detrimental to CV Serba Na Plafon.

From the background described above, the researcher is interested in conducting research on piecework agreements, responsibility for quality and risk in piecework on mosque interior design, and the review of akad al-ijārah ala al-amāl on piecework agreements on mosque interior design, so that this research is important to be researched in detail in the form of a thesis proposal entitled "Piecework Agreement on Making Mosque Interiors in the Perspective of Akad al-Ijārah Ala Al-Amāl".

Research written by Dimas Wahyu Nugroho, entitled "Juridical Review of the Implementation of Housing Development Work Between Contractors and Workers" Student of the Faculty of Law, Law Study Program, Universitas Muhammadiyah Surakarta, 2021. The results of this study explain The results showed that the implementation of the housing contracting work agreement at KPR Selosari Magetan used a written agreement. The agreement occurs between the contractor and the worker in the work agreement letter that has been made by the contractor. After the conditions of the agreement occur, a legal relationship arises that gives birth to rights and obligations. Legal responsibility occurs if one of the parties makes a mistake on the basis of default as stated in Article 1243 of the Civil Code or mistakes on the basis of unlawful acts as stated in Article 1365 of the Civil Code.⁵

In this study, it explains the agreement that contains the rights and obligations of the two parties according to the Civil Code. Meanwhile, the

⁴ Fathurrahman Djamil, *Law Economic Islamic History, Theory, and Concepts* (Jakarta: Sinar Grafika, 2023).

⁵ Djumikasih et al., *Law Civil: BukuTextbook* (Surabaya: Universitas Brawijaya Press, 2022).

author in this work writes in the perspective of a different legal review, namely piecework on making mosque interiors in the perspective of the al-ijārah ala al-'amāl contract.⁶

Research written by Nila Vona Rahmi, entitled "Giving Wages to Clothes Washing and Ironing Labourers Seen from the Concept of Akad Al-Ijārah bi al-'Amāl." Student of the Faculty of Sharia and Law, Shari'ah Economic Law study programme, UIN Ar-Raniry, 2018. The results of the research found that the provision of wages to laundry and ironing workers in Gampong Ule Lueng that the practice of wage labour is not in accordance with the concept of Al-ijārah bi al-amāl. Some washing and ironing labourers feel that there is no justice in giving wages, in the initial agreement the washing and ironing labourers are only asked to wash the clothes with the agreed wages.

However, in the future the labourer gets additional work without being followed by additional wages/the like. Whereas wages in Islam must be in accordance with the principles of fairness and feasibility, the meaning is that every job done, be it heavy or light work, must get a reward or wage in accordance with the work done. The obligations carried out with the rights obtained must be balanced. So that no one feels harmed or oppressed.

The conclusion of this research is that it has a difference with the title that the author describes, in this work explaining the wages of washing labourers who are not in accordance with the agreement and the perspective of the al-ijārah ala al-amāl contract. while the author in this study examines a different object, namely the agreement between workers and the mosque BKM in making mosque interiors in the district of Southwest Aceh.

RESEARCH METHODS

The type of research used in this research is descriptive, which is a method to analyse and solve current problems based on phenomena seen and heard both in the field and theory, in the form of data and books related to the discussion.⁷

⁶ Abdul Azis* et al., 'Analysis of Aceh's Economic Recovery After the Tsunami Disaster and Prolonged Conflict Year, 2005', *Riwayat*: 6, no. 1 (27 January 2023): 249-61, <https://doi.org/10.24815/jr.v6i1.31455>.

⁷ Muhammad Siddiq-Armiya, *Determining Methods and Approaches Research Legal*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

The data collection techniques in this study are interviews and documentation. The data collection instruments used by the author are adjusted to the data collection techniques carried out, such as stationery and paper to record the results of interviews obtained from informants, recording devices to record sound or information submitted by informants and provide a list of questions so that the interviews conducted are more focused and consistent on the research topic.

After all the research data is obtained, it is then processed into a discussion to answer the existing problems supported by the field and theory. All data obtained from observations, interviews, and literature studies will be classified by the author by selecting them based on the purpose of each question in order to provide a detailed description that will show the various findings. Then the classified data is analysed using the descriptive method, so that it is easy to understand and obtain objective validity from the research results.

DISCUSSION

Borongan Work Agreement for CV Serba Na Plafon and BKM Masjid Party

A piecework contract is an agreement between one person (the contracting party) and another person (the contractor) where the first party wants a job to be done by the second party and is accompanied by an amount of money as the price of the piecework. The agreement is also accompanied by an agreement on the period of completion of the work and good results. In this piecework agreement, the object is the interior of the Mosque which is carried out by CV Serba Na Plafon.

1. Massive type mosque interior

Massive type mosque interior is a type of mosque interior whose interior plane is not translucent. Usually this type of interior is often used or installed on mosque walls, mosque poles and other possible parts of the mosque building.

2. Open-plan Mosque Interiors

The interior of the openwork mosque is an interior whose field is not translucent / hollow. This type of interior is usually used in the mosque window or other parts of the mosque which aims to beautify with various forms of carving.

The agreement outlined by both parties was agreed upon in several points, namely: 1) The work of making the interior of the mosque began in early September 2022 until completion with a maximum work time limit of 2 months, 2) The work is carried out in accordance with the design and quality specifications that have been agreed upon and reviewed in the field, 3) The value / piece-rate that must be paid by the BKM of the mosque to CV Serba Na Plafon is IDR 50,000,000, 4) Payment is made in instalments / stages with three stages of payment, namely if the work has reached 30%, 60% to 100%, 5) The wages paid include the price of materials for making the interior of the mosque, 6) The BKM of the mosque supervises during the process of working on the interior of the mosque, 7) If there are errors or damage to the workmanship of making and installing the interior of the mosque during the work process, it is still the responsibility of the CV Serba Na Plafon, 8) CV Serba Na Plafon provides a three-month warranty, starting from the time the work has been completed in accordance with the initial work agreement.⁸

Based on the agreed agreement, if there are errors and damage that occur during the work, then it is the responsibility of CV Serba na Plafon and in field practice they do not argue and are responsible for all damage. However, if the damage occurs after the work is completed / has been handed over, then all damage that occurs is no longer the responsibility of CV Serba na Plafon. In terms of the warranty provided, namely for three months, during the career of CV Serba na Plafon it is customary to determine the warranty for three months and the service provider agrees to the warranty period.

Analysis of Specifications / Quality of Work on Mosque Interior Design Work in Southwest Aceh Regency

Based on interviews with CV Serba Na Plafon, namely Pak Tarmidzi, he stated that in the agreement agreed by the two parties in terms of specifications / quality that, in accordance with the wages given, CV Serba Na Plafon is responsible for providing the best quality, starting from the materials used and the quality of the workers employed must be

⁸ Husni Abdul Jalil, Bukhari Ali, and Al Muzammir Saputra, 'PATTERN OF NAZHIR WAKF DEVELOPMENT IN THE CITY OF BANDA ACEH', *Dusturiyah: Journal of LawIslamic Legislation and Institutions Social* 12, no. 1 (2022): 16-30, <https://jurnal.ar-raniry.ac.id/index.php/dustur/article/view/12371>.

professional workers / have qualified *skills* in making and installing mosque interiors. The design used in the interior of this mosque uses two types, namely passive and open-ended mosque interior types.⁹

From the results of the work of installing and making the interior of the mosque carried out by CV Serba Na Plafon, after conducting a review in terms of the suitability of the interior motif design with the agreed motif, the mosque BKM stated that it was in accordance with the agreed motif in the agreement. The damage occurred when the work was completed / CV Serba Na Plafon had done its work. Some of the damage includes cracks in the interior and connections that are not strong so that some parts of the interior are damaged.¹⁰

Based on an interview with one of the interior craftsmen in Blangpidie, errors and damage in interior construction can be caused by several factors. These factors include, firstly, the use of inappropriate or low quality materials that can affect the quality of the interior. Secondly, the labour used is incompetent or lacks the skills possessed in this field so that the quality of the work done is not achieved. Third, the work is carried out outside the proper procedure, in the sense that the work is time-hunted or chasing targets in completing the work so that it affects the level of durability of the interior. Fourth, natural or geographical conditions also greatly affect the durability of an interior, especially out door / outside interiors that are easily exposed to direct rain and heat.¹¹

Some of the above factors can occur due to lack of supervision from the mosque BKM, so that workers can do several things in the process of work that can affect the resulting quality reduction. Based on the results of interviews with the BKM mosque, they stated that they lacked supervision during the process of working on the interior of the mosque. Therefore, supervision is very important in the work process, in order to create results that are in accordance with the agreed quality.

Based on the quality produced by CV Serba Na Plafon, it does not

⁹ Husni A. Jalil and Tia Wirnanda, 'Wali Nikah Fasik (Study of Comparative Mazhab Hanafi Mazhab Shafi'i)', *Media Shari'ah: A Forum for the Study of Law Islamic Institutions Social* 22, no. 1 (2020): 82-92, <https://jurnal.ar-raniry.ac.id/index.php/medsyar/article/view/6533>.

¹⁰ Ahmad Azhar Basyir, *Menata Reimagining Ijtihad Towards the Actualisation of Law Islamic* (Bandung: Mizan, 1991).

¹¹ Chairul Fahmi, 'THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA', *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (1 November 2020): 105-20, <https://doi.org/10.22373/petita.v5i2.99>.

meet good quality standards and is not in accordance with the agreement in which CV Serba Na Plafon must provide good quality. The BKM mosque is not satisfied with the quality and is produced and of course suffers losses because it has to repair some of the damage. If reviewed in the agreement of the two parties, it is stated that, if damage to the interior of the mosque occurs after the work is completed / the CV Serba Na Plafon has completed its work according to the agreed tempo, then all errors and damage that occur to the interior of the mosque are no longer the responsibility of the CV Serba Na Plafon. CV Serba Na Plafon will be responsible if the damage occurs while still under construction.¹²

Review of Akad Al-Ijārah Ala Al-'Amāl on the Practice of Agreement and Implementation of Borongan Work on the Interior of the Mosque

In the process of work, the mosque BKM gave a wage of 50 million which included the cost of tools and materials during the work process, in the sense that with the wages given, the mosque BKM received ready. The CV Serba Na Plafon, chaired by Tarmidzi as the head of the contractor, is responsible for all the work of making and installing the interior of the mosque. The BKM mosque submits all the workmanship processes to the head of the contractor while still following the agreement and the motif design desired by the BKM mosque. Therefore, in this agreement the CV Serba Na Plafon is referred to as *ajir* and the BKM mosque is referred to as *musta "jir*.¹³

In terms of the pillars of *Al-Ijārah Ala Al-'Amāl*, based on the agreement which contains several clauses that have been fulfilled, it can be analysed based on the pillars and conditions of the *Al-Ijārah Ala Al-'Amāl* contract. *The first pillar is the party who has the "aqidain" contract, in this agreement the contracting party is the cv serba na ceiling which is referred to as ajir and the mosque bkm as musta "jir. Both of them made an agreement and made several clauses agreed upon by both parties. Both are bound to each other and have rights and obligations that must be fulfilled.*¹⁴

The next pillar is *ujrah* (wages / rewards), in the contract /

¹² Chairul Fahmi, 'TRANSFORMASI FILSAFAT DALAM PENERAPAN SYARIAT ISLAM (Analisis Kritis Terhadap Penerapan Syari'at Islam Di Aceh)', *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (2012): 167-76.

¹³ Sentot E. Baskoro, *Hak Copyright According to Law Islamic* (Jakarta: Tanah Perdikan2021).

¹⁴ Baskoro.

agreement must contain wages as an obligation paid by the *musta 'jir*. In the agreement between the CV Serba Na Plafon and the BKM mosque, the BKM mosque as a *musta 'jir* pays a wage of 50 million to the *ajir*, namely the CV Serba Na Plafon. In terms of law, the Qur'an and hadiths have explained the validity of wages and the obligation for *musta 'jir* to pay wages to *ajir*.¹⁵

The next pillar is the existence of *mauqud 'alaih* (object or benefit). *Al-Ijārah Ala Al-'Amāl* can be declared valid and appropriate if it is accompanied by an object/benefit in the contract. The object/benefit is an obligation that must be fulfilled by the *ajir* for the wages given by the *musta 'jir*. In this agreement, the one who is obliged to the object/benefit is the CV Serba Na Plafon as the *ajir*.¹⁶

In the *Al-Ijārah al-manafi* contract, the *mauqud 'alaih* is the leased item. But here in the *al-ijārah ala al-'amāl* contract, the *mauqud 'alaih* is not the goods, but the *services/skills* of the *ajir*. In this piecework agreement led by Tarmidzi as the head of the contractor must employ workers who have expert *skills* in the interior of the mosque, so that the mosque BKM receives the results or benefits in accordance with what has been agreed upon. The BKM mosque at the beginning of the agreement must explain the specifications and quality design that must be done clearly to the CV Serba Na Plafon, so that there is no dispute on the contract. In its implementation, the purpose of *mauqud 'alaih* is not achieved, where the results produced do not match the expected *skills*, this can be seen in the damage that occurs to the interior of the mosque after three months of work.

In this case, the BKM of the mosque complained and asked the CV Serba Na Plafon to be responsible. When viewed from the hadith that has been explained in chapter two about the legal basis for the *al-ijārah ala al-'amāl* contract that the parties must adhere to the terms agreed upon at the beginning of the agreement. So based on the rules of dis it can be understood that the worker in this case CV Serba Na Plafon is not responsible for damage that occurs after handover or after the warranty period has passed.

In the agreement between the CV Serba Na Plafon and the BKM mosque, there is an agreement and willingness to comply with and carry

¹⁵ Fahmi, 'Revitalising Implementation of Law Sharia in Aceh (the Law No.A11/2006)'.
¹⁶ Cut Afra, Nahara Eriyantiand Nasr Mohamed Arif, *JURISTA: Journal of Law and Justice* 7, no. 2 (31 December 2023): 201-21, <https://jurista-journal.org/index.php/jurista/article/view/78>.

out the rights and obligations of each party until the contract ends. Based on the rules in muamalah fiqh and Al-Qur'an surah Al-Maidah (5): 1 regarding the principles of the contract and fulfilling the clauses agreed upon in the installation and manufacture of the interior of the mosque carried out by CV Serba Na Plafon in terms of the pillars and conditions contained in the *Al- Ijārah Ala Al-"Amāl* contract, in the *sighat* pillar, namely *ijab* and *qabul*, it is not appropriate, where the agreement agreed upon in the contract humiliates the mosque and benefits the CV Serba Na Plafon.¹⁷

Regarding the damage caused by the worker (*ajir*), it is indeed the responsibility of the worker and his job as a trustee. This is based on the explanation of Imam Hanafi and Imam Maliki that the contractor is responsible for the goods in his hands or under his supervision.

CONCLUSION

The contracting work agreement between CV Serba Na Plafon and the mosque BKM is carried out in the form of an oral agreement which contains *kluasula*, among others, namely: a). the work is carried out until completion with a warranty period of three months after the work period, b). CV Serba Na Plafon is responsible for all damage during the work period, c). Work is carried out in accordance with the design and quality specifications that have been agreed upon and reviewed in the field d). If after the warranty period expires, but there is damage to the interior of the mosque done by CV Serba Na Plafon, then all damage is not the responsibility of CV Serba Na Plafon.

The review of the *al-ijārah ala al-"amāl* contract on the agreement and implementation of the mosque's interior design work in terms of the pillars and conditions contained in the *Al-Ijārah Ala Al-"Amāl* contract, in the *sighat* pillar, namely *ijab* and *qabul*, is not appropriate, where the agreement agreed upon in the contract humiliates the mosque and benefits the CV Serba Na Plafon. In its implementation, the mosque BKM management holds the mosque BKM responsible for damage to the mosque interior done by CV Serba Na Plafon, which should be according to the *al-*

¹⁷ Saifullah Ali, Zalva Amalia, and Yusriaina Yusuf, 'THE APPLICATION OF MURABAHAH CONTRACTS IN THE INSTALLMENT SERVICES OF DHUAFI PARTNER COOPERATIVES IN INDONESIA', *JURISTA: Journal of Law and Justice* 7, no. 2 (17 November 2023): 119–43, <https://doi.org/10.1234/jurista.v7i2.70>.

ijārah ala al-amāl contract, the mosque BKM has no right to do so because the parties must adhere to the terms agreed upon at the beginning of the agreement. not responsible for damage that occurs after handover or after the warranty period has passed.

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