

ANALYSIS OF UJRAH RIGHTS FOR CUSTOMERS ON THE MURABAHAH BIL WAKALAH CONTRACT CLAUSE (Muamalah Fiqh Study)

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Abstract

This study aims to analyse the right of ujrah for customers under the *murabahah bil wakalah* contract clause, from the perspective of fiqh muamalah and sharia economic law in Indonesia. *Murabahah bil wakalah* is a financing scheme that is widely used in Islamic banking, but in practice, there are still problems related to the charging of ujrah that are not always clearly separated from the margin of murabahah. This study uses a normative juridical method with a statutory and conceptual approach, drawing on the DSN-MUI fatwa, the Compilation of Sharia Economic Law (KHES), Law Number 21 of 2008 concerning Sharia Banking, as well as classical and contemporary muamalah fiqh doctrines. The results of the study show that the imposition of ujrah in the *murabahah bil wakalah* contract is justified under sharia as long as it is treated as a reward for wakalah services, agreed in advance, separated from the murabahah margin, and carried out in accordance with the principles of justice and transparency. This research is expected to make a normative contribution to strengthening sharia financing practices that are fair, transparent and in accordance with sharia principles.

Keywords: *Murabahah bil Wakalah, Ujrah, Fiqh Muamalah, Sharia Economic Law, Customer Rights*

Abstrak

Penelitian ini bertujuan untuk menganalisis hak ujarah bagi nasabah dalam klausul akad *murabahah bil wakalah* ditinjau dari perspektif fikih muamalah dan hukum ekonomi syariah di Indonesia. *Murabahah bil wakalah* merupakan skema pembiayaan yang banyak digunakan dalam perbankan syariah, namun dalam praktiknya masih ditemukan permasalahan terkait pembebanan ujarah yang tidak selalu dipisahkan secara jelas dari margin *murabahah*. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan perundang-undangan dan konseptual, melalui analisis terhadap fatwa DSN-MUI, Kompilasi Hukum Ekonomi Syariah (KHES), Undang-Undang Nomor 21 Tahun 2008 tentang Perbankan Syariah, serta doktrin fikih muamalah klasik dan kontemporer. Hasil penelitian menunjukkan bahwa pembebanan ujarah dalam akad *murabahah bil wakalah* dibenarkan secara syariah sepanjang diposisikan sebagai imbalan jasa *wakalah*, disepakati di awal, dipisahkan dari margin *murabahah*, serta dilaksanakan berdasarkan prinsip keadilan dan transparansi. Penelitian ini diharapkan dapat memberikan kontribusi normatif bagi penguatan praktik pembiayaan syariah yang adil, transparan dan sesuai dengan prinsip syariah.

Kata Kunci: *Murabahah bil Wakalah, Ujarah, Fikih Muamalah, Hukum Ekonomi Syariah, Hak Nasabah*

INTRODUCTION

Islamic banking in Indonesia has undergone significant development in the last two decades, characterized by the growth of assets, the number of customers, and the variety of financing products. One of the most widely used contracts is *murabahah*, which is buying and selling with the disclosure of the cost of goods and profit margins agreed upon by the seller and buyer. According to data from the Financial Services Authority (OJK), *murabahah* financing dominated around 54.4% of total Islamic bank financing in 2021. In practice, *murabahah* is often combined with a *wakalah* contract under which the bank authorises customers to purchase goods directly. This joint scheme is known as *murabahah bil-wakalah*.¹

In *murabahah bil-wakalah*, the bank acts as the seller, while the customer is authorised to purchase the necessary goods on the bank's behalf. For the implementation of this power of attorney, banks can charge *ujrah* (service fees) to customers. *Ujarah* itself has a strong legal basis in muamalah fiqh through the *ijarah* contract, which is interpreted as a reward for the benefits or services provided. In *Fiqh al-Islami wa Adillatuhu*, Wahbah al-Zuhaili emphasized that *ujrah* is valid

¹ Fatimah Tuzzuhro, Noni Rozaini, and Muhamad Yusuf, "Perkembangan Bank Syariah di Indonesia," *PeKA: Journal of Accounting Economics Education* 11, no. 2 (2023): 78–86, <https://journal.uir.ac.id/index.php/Peka/article/download/15010/6104>.

in sharia if the object is clear, agreed in advance, and does not contain elements of *gharar* (ambiguity).²

However, practice in the field shows that there is a combination of *ujrah* with a margin of *murabahah* without a clear separation. This model has the potential to violate the principle of *transparency of cost*, which is one of the important principles in Islamic economic law. DSN-MUI Fatwa No. 04/DSN-MUI/IV/2000 concerning *Murabahah* requires sellers to disclose the cost of goods and margins separately, while DSN-MUI Fatwa No. 10/DSN-MUI/IV/2000 concerning *Wakalah* regulates the obligation to explain related to the cost of representative services. Furthermore, the Compilation of Sharia Economic Law (KHES) emphasizes that every clause in the contract must meet the principles of justice (*al-'adl*), mutual agreement (*taradhi*), and openness (*shafwah*).³

There is still debate about the limits of the charging of *ujrah* in the *murabahah bil-wakalah* contract, especially when the *ujrah* is not expressly separated from the profit margin. This condition has the potential to cause ambiguity in the contract (*gharar*) and reduce the rights of the customer as the party receiving financing. In addition, the combination of costs without a detailed explanation can give the impression of double profits that are contrary to the principle of contractual justice in the *fiqh* of *muamalah*.⁴

Based on an interview conducted with a *murabahah bil-wakalah financing* customer at one of the Islamic banks in Banda Aceh City, information was obtained that the customer did not receive a clear explanation regarding the separation between the profit margin of *murabahah* and *ujrah wakalah* in the signed contract. The customer is only informed about the total financing value and the amount of monthly instalments without details of the cost component, so it is not known for sure whether *ujrah* is charged separately or has been combined with the *murabahah* margin.⁵

This condition is strengthened by the statement of Islamic bank financing employees who stated that the incorporation of *ujrah* into the *murabahah margin* is often carried out for administrative efficiency and ease of delivery to

² Roifatul Syauqoti and Mohammad Ghazali, "Aplikasi Akad Syirkah pada Lembaga Keuangan Syariah," *Masharif al-Syariah Journal: Journal of Sharia Economics and Banking* 3, no. 1-10 (2018), <https://media.neliti.com/media/publications/280232-aplikasi-akad-syirkah-dalam-lembaga-keua-d67f952f.pdf>.

³ Supreme Court of the Republic of Indonesia. Compilation of Sharia Economic Law. Jakarta: Supreme Court, 2008.

⁴ Muhammad Yunus et al., "Akad Wakalah Bil Ujrah Dalam Kompilasi Hukum Ekonomi Syariah, Fatwa DSN-MUI Dan Qanun Muhammad," *AL-AFKAR: Journal for Islamic Studies* 6, no. 3 (2023): 389-99, <https://doi.org/10.31943/afkarjournal.v6i3.800.Wakalah>.

⁵ Interview Results with N, Bank Customer, Year 2025.

customers. This practice has the potential to cause ambiguity in the contract (*gharar*) and reduce the principles of transparency and justice that should be inherent in the *murabahah bil-wakalah contract* as regulated in the jurisprudence of muamalah and sharia economic law.⁶

This research is important to examine juridically normatively the legal basis of the customer's *ujrah* rights in the *murabahah bil-wakalah contract* and the position of *ujrah* in the structure of the contract according to the perspective of muamalah fiqh and sharia economic law in Indonesia. This research is expected to provide conceptual and normative clarity regarding the limits of *ujrah* burdening, as well as contribute to the development of sharia financing practices that are more transparent, fair, and in accordance with sharia principles.

RESEARCH METHODS

This research is a normative juridical research that aims to examine and analyze the right of *ujrah* for customers in the *murabahah bil-wakalah contract* clause based on the perspective of muamalah jurisprudence and sharia economic law in Indonesia. The approaches used include the statute *approach* and the *conceptual approach*. The legislative approach is used to examine relevant positive legal provisions, such as Law Number 21 of 2008 concerning Sharia Banking, fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), and the Compilation of Sharia Economic Law (KHES). Meanwhile, a conceptual approach is used to examine basic concepts related to *murabahah*, *wakalah*, *ujrah* and the principle of contractual justice based on classical and contemporary muamalah fiqh doctrines. The source of legal materials in this study consists of primary and secondary legal materials. Primary legal materials include laws and regulations, fatwas of DSN-MUI and KHES, which are directly related to the *murabahah bil-wakalah contract* and the imposition of *ujrah*. Secondary legal materials are in the form of scientific literature, such as jurisprudence textbooks, Sharia economic law journals, the results of previous research, and the opinions of scholars and experts in Sharia economic law. The technique of collecting legal materials is carried out through library *research*, which involves searching, inventorying and systematically studying various legal sources that are relevant to the focus of the research. All legal materials that have been collected are then analyzed using normative qualitative analysis techniques, namely by interpreting and constructing the applicable legal norms and comparing them with the principles of fiqh muamalah. The analysis is carried out through the stages of norm inventory, legal interpretation and

⁶ Results of Interview with A, Bank Employee, Year 2025.

deduction conclusions, so that a comprehensive picture of the legal position and the rights of the customer in the *murābahah bil-wakalah contract* is obtained.

RESULTS AND DISCUSSION

A. Normative Construction of the *Murābahah bil-Wakalah Contract*

São Paulo *murābahah bil-wakalah* represents one of the most significant innovations in sharia financing products, where it does not stand as a single contract but rather is a combination of sales and purchase agreements, *murābahah*, with a representative contract or *Wakalah*. This concept emerged in response to the practical need in the field to simplify the process of acquiring goods by Islamic financial institutions (LKS) before selling them to customers. The essence lies in the Islamic bank or LKS, which represents the purchase of goods to the customer himself, so that the customer acts as an agent (representative) of the bank to find and buy the goods he wants.⁷

The combination of two or more contracts in one transaction is often referred to as a *hybrid contract* or *multi-contract*. This *hybrid contract* feature provides greater flexibility for customers, as customers can directly select goods, negotiate initial prices with suppliers, and even conduct initial purchase processes on behalf of banks. This construction also poses challenges in terms of determining the point of ownership and strict Sharia compliance, considering the existence of two contracts that run consecutively and are interrelated.⁸

The main legal basis that is a reference in the practice of *murābahah bil-wakalah* in Indonesia is Fatwa DSN-MUI No. 04/MUI-Fatwa/IV/2000, which specifically regulates *murābahah* and is an important foundation. In the fatwa, it is explained that if a bank or LKS wants to represent the purchase of goods to customers from third parties, then the goods must, in principle, belong to the bank first. This provision is very crucial because it confirms the principle of ownership by the seller (in this case, the bank) before the contract of sale and purchase of *murābahah* with the final buyer (customer).⁹

The Compilation of Sharia Economic Law (KHES) is an important guideline for legal practitioners and judges in the Religious Court in understanding and applying the *murābahah* contract. KHES is a legal product designed to respond to developments in the study and practice of muamalah law

⁷ Nurfadilah Sindika Sari, Muhammad Akbar, and Efriza Pahlevi Wulandari, " Inovasi Akad Hybrid Contract Murabahah Bil Wakalah Dalam Lembaga Keuangan Syariah," *Ash-Shirkah* 6, no. 2 (2024): 99-112, <http://journal.uiad.ac.id/index.php/asy-syarikah%0AINOVASI>.

⁸ M. Yunus, " Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah," *Journal of Islamic Civilization and Law* 2, no. 1 (2019): 78-102, <https://ejournal.unisba.ac.id/index.php/tahkim>.

⁹ DSN-MUI Fatwa No. 04/MUI-Fatwa/IV/2000 concerning Murabahah.

in Indonesia, providing a comprehensive regulatory framework for the practice of Islamic finance. Although the KHES does not explicitly regulate *murābahah bil-wakālah* as a separate chapter, the principles of *murābahah* and *wakālah* outlined in it are fundamental references.

The perspective of muamalah jurisprudence, both classical and contemporary, provides a strong theoretical basis for *murābahah bil-wakālah*. In classical jurisprudence, *murābahah* generally involves two parties, namely the seller and the buyer, with a focus on disclosing the cost of the cost and the addition of the agreed profit margin. In the contemporary context, the practice of *murābahah* has developed involving three parties, including the supplier of goods, the bank as the seller, and the customer as the buyer. Contemporary scholars have reviewed and reinterpreted the concept of fiqh to accommodate the complexity of these modern transactions.¹⁰

One of the crucial aspects in the construction of *murābahah bil-wakālah* is the condition of ownership of goods. In Sharia principles, a seller should not sell goods that do not belong to him. In *murābahah bil-wakālah*, the bank's ownership of the goods to be sold to the customer must occur first before the *murābahah* contract is agreed. Although the customer acts as a bank agent to purchase goods from suppliers, under Sharia law, the goods must be recorded as belonging to the bank before being resold to the customer.¹¹

The *wakālah* (representative) contract between the bank and the customer must occur first, followed by the process of purchasing goods by the customer as the bank agent of the supplier. After the goods are legally owned by the bank (even if they are physically held or purchased by the customer), only then can a *murābahah* contract (buying and selling with profit) between the bank and the customer be made. This sequence is important to avoid *bay' ma lam yamlik* (selling goods that you don't have yet), which is prohibited in sharia.¹²

The conformity of legal norms with the practices of Islamic financial institutions is the benchmark for the integrity of this product. Optimizing the role of the Sharia Supervisory Board (DPS) is urgently needed to supervise every financing transaction, including *murābahah bil-wakālah*, so as not to deviate from

¹⁰ Toni Permana and Fran Evan Cahyo Muradi, "Murabahah dalam Literatur Fikih Klasik dan Kontemporer," *Journal of Sharia Economic Law : AICONOMIA* 1, no. 2 (2022): 88-94, <https://doi.org/10.32939/acm.v1i2.2114>.

¹¹ Lia Murlisa et al., "Akad Murabahah Bil Wakalah Pada Pembiayaan Jual Beli di Koperasi Permodalan Nasional Madani Mekar Cabang Aceh Barat," *MAQASIDI: Journal of Sharia and Law* 2, no. 2 (2022): 81-92, <https://doi.org/10.47498/maqasidi.vi.1423>.

¹² Umami Kalsum and Eka Rizky Saputra, "PENYERTAAN AKADWAKALAH PADA PEMBIAYAAN MURABAHAH (Studi Di BNI Syariah Cabang Kendari)," *Li Falah: Journal of Islamic Economic and Business Studies* 1, no. 1 (2016): 1-21, <https://doi.org/10.31332/lifalah.v1i1.471>.

sharia provisions. DPS plays a crucial role in evaluating compliance with established sharia principles; without strict supervision, potential deviations from sharia norms can occur, such as abandonment of ownership requirements or the correct order of contracts.¹³

The legal framework that governs the operation of the *murābahah bil-wakālah* contract aims to ensure Sharia compliance and economic efficiency at the same time. Compliance with the DSN-MUI and KHES Fatwa not only maintains the validity of sharia transactions but also builds public trust in Islamic financial institutions. Theoretically, the concept of *murābahah bil-wakālah* as a hybrid contract requires a deep understanding of the characteristics of each contract involved.

The development of *murābahah* practice from classical to contemporary jurisprudence shows adaptation to market needs without sacrificing sharia principles. The challenges in implementing *murābahah bil-wakālah* normatively are not small. One of them is the risk of failure in ensuring full ownership by the bank before the *murābahah* contract. If the bank's ownership of the goods has not been fulfilled at the time the *murābahah* contract is made, then the transaction can fall into the category of illegitimate sharia.

The normative construction of *murābahah bil-wakālah* as a hybrid contract is a smart effort to meet the needs of modern financing while maintaining the integrity of sharia. The success of its implementation is highly dependent on a deep understanding of the fiqh of muamalah, strict compliance with fatwas and regulations, and effective supervision. This is an important foundation to ensure that Islamic financial products are innovative and in accordance with the teachings of Islam.¹⁴

B. Legitimacy and Principle of *Ujrah* Burden in the *Wakālah* Contract

In the *murābahah bil-wakālah* contract, there are two elements of cost that are often highlighted and require a clear understanding: the margin of *murābahah* and *ujrah wakālah*. *Murābahah* margin is the profit taken by the bank on the sale of goods to customers, which must be disclosed transparently. Meanwhile, *ujrah* is a reward for services given to the *wakīl* (agent) for the work he does in the *wakālah bil-ujrah* contract. The legitimacy of imposing *ujrah* is based on the

¹³ M. Taufiq, "Optimalisasi Peran Dewan Pengawas Syariah di Lembaga Keuangan Mikro Syariah," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 2, no. 1 (2020): 74–95, <https://doi.org/10.19105/alhuquq.v2i1.3350>.

¹⁴ Mukhtar Adinugroho, Zujajatul Ilmi, and Reizano Amri Rasyid, "Implementasi Hybrid Contract Pada Perbankan Syariah Di Indonesia (Perspektif Fiqih)," *Scientific Journal of Islamic Economics* 11, no. 1 (2025): 43–53, <https://jurnal.stie-aas.ac.id/index.php/jei/article/view/16694>.

principle that any work or service that has economic value can be rewarded, as long as it does not violate sharia.¹⁵

The position of *ujrah* as a reward for services in *wakālah bil-ujrah* is very clear in the jurisprudence of muamalah. The *wakālah contract* is the representative contract, and when the representation is accompanied by the giving of wages or rewards, it becomes *wakālah bil-ujrah*. The DSN-MUI fatwa generally supports the practice of *wakālah bil-ujrah*, allowing Islamic financial institutions to charge fees for services provided to customers, as long as the fees are reasonable and transparent. This service reward is compensation for the time, effort, and expertise expended by the *representative* in carrying out his duties, such as searching, selecting, and purchasing goods on behalf of the bank.¹⁶

The separation of *ujrah* from *murābahah* margin is a fundamental principle to maintain sharia compliance and avoid confusion in transactions. The margin of *murābahah* is part of the selling price of the goods, while *ujrah* is a separate charge for the services of a representative. If the *ujrah* is not clearly separated from the margin of *murābahah*, there is a potential for *gharar* (uncertainty) or even covert *riba* if the *ujrah* is calculated on the basis of a percentage of the financing value without a clear basis for the services rendered.¹⁷

The principles of justice and transparency are strongly emphasized in the imposition of *ujrah*. Justice means that the *ujrah* imposed must be proportionate to the level of difficulty, time, and effort expended by the *representative* in carrying out his mandate. Transparency requires that the amount of *ujrah*, the basis for calculation and the purpose of the charge be clearly disclosed to the customer before the contract is signed. Customers must fully understand the costs they incur and why they are charged.

The potential for normative deviations, such as *gharar* (uncertainty) is a risk that must be avoided in imposing *ujrah*. *Gharar* can arise if the amount of *ujrah* is not definitively fixed at the beginning, or if the *ujrah* is associated with obscure or speculative factors. For example, charging a capricious *ujrah* without

¹⁵ Yusro Rahma, "Faktor-Faktor Yang Mempengaruhi Margin Murabahah Bank Syariah Di Indonesia," *Accountability* 9, no. 1 (2016): 43–54, <https://doi.org/10.15408/akt.v9i1.3584>.

¹⁶ Yunus et al., "Akad Wakalah Bil Ujrah Dalam Kompilasi Hukum Ekonomi Syariah, Fatwa DSN-MUI Dan Qanun Muhammad."

¹⁷ Astri Arumdhani and Rini Septiani, "Pengaruh Pembiayaan Murabahah dan Tingkat Suku Bunga BI Terhadap Pendapatan Margin Murabahah Pada PT Bank Syariah Mandiri," *UNIKOM Accounting Research Journal* 4, no. 1 (2012): 22–47, <https://ojs.unikom.ac.id/index.php/jira/article/view/1920>.

a clear basis or that depends on the performance of the purchased goods can give rise to *gharar*.¹⁸

The DPS needs to review the draft contract and ensure that the clauses regarding *ujrah* are formulated clearly, unambiguously and transparently. If there are other costs associated with *the wakālah* process, such as survey or notary fees, the bank must clearly identify these costs and explain whether they are included in *the ujrah* or charged separately with the customer's consent. This information disclosure is the key to building customer trust.

Justice in the imposition of *ujrah* is also related to the absence of exploitation of customers. *Ujrah* that is too high and not proportional to the services provided can be considered unfair and has the potential to violate Sharia principles. LKS must determine *ujrah* based on a feasibility study of costs and reasonable service values, not solely to maximize profits without considering aspects of justice.

The separation of *ujrah* and *margin of murābahah* can be reflected in the contract documents and financial statements. In the contract, there should be a separate clause explaining the *margin of murābahah* (profit on buying and selling) and *ujrah wakālah* (remuneration for the services of a representative). In the bank's financial statements, these two revenues are recorded separately to ensure transparency and accountability.¹⁹

Based on the results of an interview conducted with a customer of *murābahah bil-wakālah financing*, it was obtained that in the process of the customer's contract, it was only explained about the total financing and the amount of instalments, without a clear separation between the *margin of murābahah* and *ujrah wakālah*. The customer stated that he did not know for sure whether there were *wakālah* service fees charged separately or had been incorporated into the bank's profit margin.²⁰

These findings were strengthened by the results of interviews with Islamic bank employees, who said that in practice, *ujrah* is often not explicitly listed as a separate component in the contract, but has been taken into account in the overall financing structure. According to the employee, this practice is carried out for reasons of administrative efficiency and ease of delivery to customers, although it has the potential to cause unclear customer understanding of the basis for

¹⁸ Rudi Hartono et al., "Prinsip Hukum Fiqih Muamalah dalam Transaksi Ekonomi Kontemporer : Analisis Normatif dan Aplikatif," *Journal of Islamic Ethics* 3, no. 3 (2025): 118-37, <https://journal.aripafi.or.id/index.php/jbpai>.

¹⁹ Eny Latifah and Rudi Abdullah, "Konsep Margin, Ujrah Dan Bagi Hasil Dalam Ekonomi Syariah," *JITAA : Journal Of International Taxation, Accounting And Auditing* 1, no. 2 (2022): 135-52, <https://doi.org/10.62668/jitaa.v1i02.1131>.

²⁰ Interview Results with N, Bank Customer, Year 2025.

charging fees. This condition shows that there is a gap between the normative principles of justice and transparency in the imposition of *ujrah* and the practice of *murābahah bil-wakālah* that occurs in the field.²¹

The main goal of Sharia financing is to achieve economic justice and social welfare, not just to avoid usury. In cases where the customer acts as a *representative* for the purchase of goods, *ujrah* can be imposed on the customer's work in sourcing and purchasing goods. In the practice of *murābahah bil-wakālah* in LKS, the customer usually acts as a *representative* for the bank, and it is the bank that then charges *ujrah* for certain services rendered to the customer outside the *margin of murābahah*. So, it is important to distinguish who acts as a *representative* and to whom *ujrah* is charged.²²

Facing the complexity of imposing *ujrah*, customer education is very important. Islamic banks need to provide customers with a comprehensive explanation of the difference between *murābahah* and *ujrah* margins, as well as how each is calculated. Educated customers will be better able to understand their rights and obligations, so that they can minimize the potential for misunderstandings or feel disadvantaged.

Consistency in the application of the principles of justice and transparency is the key to maintaining public trust in Islamic finance. *Ujrah* is not just a number on a contract; it also reflects the commitment of Islamic financial institutions to Islamic business ethics. The practice of *imposing ujrah* must be continuously evaluated and refined to be in line with Sharia values and customer expectations.

C. Protection of Customers' Rights and Supervision of Shariah Compliance in *Murābahah bil-Wakālah*

In the *murābahah bil-wakālah* contract, the client holds a unique dual position as *wakīl* (agent) and *musytarī* (buyer). In the initial phase of the transaction, the customer acts as a representative or bank agent to search, select and purchase the desired goods from the supplier. Once the goods are legally owned by the bank, the customer then acts as a *musytarī* or buyer who buys the goods from the bank under the *scheme of murābahah*. This dual position gives customers greater control over the selection of goods, but on the other hand, it also creates potential complexity in terms of rights and obligations, thus requiring strong legal protection.²³

²¹ Results of Interview with A, Bank Employee, Year 2025.

²² Rahmat Ilyas, " Analisis Kelayakan Pembiayaan Bank Syariah," *Asy Syar'iyah: Journal of Sharia Science and Islamic Banking* 4, no. 2 (2019): 124-46, <https://rumahjurnal.iainsasbabel.ac.id/asy/article/view/999>.

²³ Viddy Cariestya Genoveva, E. Mulya Syamsul, and Kurnia Rusmiyati, " Kedudukan Hukum Akad Asuransi dalam Akad Pembiayaan Murabahah Nasabah BTPN Syariah MMS

The principles of contractual fairness and disclosure of information are the main pillars in protecting the rights of customers in *murābahah bil-wakālah*. Contractual fairness demands that all terms and conditions in the contract must be fair and not disproportionately burdensome to one party. This means that the Islamic bank must ensure that the customer fully understands the contents of the contract, including their rights and obligations as *representatives* and *musytarī*. Information about the cost of goods, bank profit margins, and other related costs (such as *ujrah wakālah*) must be disclosed clearly, completely and easily understood by the customer.²⁴

Information disclosure is essential to avoid *gharar* (uncertainty) and information asymmetry that can harm customers. The customer has the right to get all relevant information about the transaction, starting from the specifications of the goods, the bank's purchase price from the supplier, the profit margin taken by the bank, and the instalment payment schedule. Without this openness, customers may make inappropriate decisions or feel deceived, which can ultimately undermine trust in Islamic financial institutions. Transparency also includes the process of procurement of goods and ownership by banks before buying and selling with customers.²⁵

The role of the Sharia Supervisory Board (DPS) is vital in ensuring Sharia compliance and protecting the rights of customers in *murābahah bil-wakālah*. DPS is responsible for supervising all LKS operations so that they are always in line with Sharia principles and DSN-MUI fatwa. DPS acts as an advisor to the management of LKS on Sharia issues and can provide Sharia opinions on Sharia issues

The legal implications for the practice of Sharia financing are very significant. If there is non-compliance with sharia in the implementation of *murābahah bil-wakālah*, such as the non-fulfilment of the condition of bank ownership of goods, then the contract can be considered invalid under sharia. This sharia illegitimacy has the potential to have implications for positive legal

Majalengka," *Maro: Journal of Sharia Economics and Business* 1, no. 2 (2018): 123-36, <http://www.jurnal.unma.ac.id/index.php/Mr/article/view/1139>.

²⁴ Nurbaitillah et al., "Perlindungan Hukum Terhadap Nasabah Dalam Praktik Pembiayaan Murabahah Pada Lembaga Keuangan Syariah Di Indonesia," *Journal of Islamic Law Studies* 14, no. 2 (2025): 235-46, <http://journal.um-surabaya.ac.id/index.php/Maqasid> Maqasid:

²⁵ Ismatul Aula et al., "Implementasi Upaya Penghindaran Gharar dalam Transaksi Pasar Uang Syariah," *Journal of Business Economics and Entrepreneurship* 2, no. 2 (2025): 26-33, <https://doi.org/10.69714/5sck0449>.

aspects, especially if the customer files a lawsuit or dispute related to the transaction.²⁶

Violations of the principle of information disclosure or the existence of *hidden costs* can be considered unethical practices and even violate the provisions of consumer protection in positive law. The Financial Services Authority (OJK) has strong regulations regarding consumer protection in the financial services sector, including Islamic financial institutions. Violations of this regulation can result in administrative sanctions and fines for LKS.²⁷

The issue of conflict of interest of the DPS also needs to be considered to ensure the objectivity of supervision. The DPS must be independent of the bank's management and have full access to all transaction information. The impartiality of DPS is key to maintaining the credibility of Sharia supervision and ensuring that the interests of customers are well-protected. Good corporate governance in Islamic banks, including the role of DPS, has a positive impact on performance and reputation.

Transparency and strict supervision not only protect customers but also strengthen the integrity of the Islamic financial system as a whole. With strong protections, people will be more confident to use Islamic banking products and services, which in turn will support the growth and development of this industry.²⁸

Sharia audits and audits conducted regularly by DPS or external Sharia auditors are also an integral part of Sharia compliance supervision. This audit aims to ensure that every transaction, including *murābahah bil-wakālah*, has been carried out in accordance with applicable sharia principles. The audit results can be valuable input for improving operational procedures and internal policies of LKS.

In dispute cases, settlement through Sharia arbitration or a Religious Court is an important option. KHES provides a legal framework for the settlement of sharia economic disputes, including those related to *murābahah bil-*

²⁶ Abdul Rachman et al., "Signifikansi Peran Dewan Pengawas Syariah Dalam Menjamin Kepatuhan Syariah Pada Bank Syariah Di Indonesia," *Madani Syariah* 6, no. 2 (2023): 134-46, <https://stai-binamadani.e-journal.id/madanisyariah>.

²⁷ Ahlal Firdausy, "Perilaku Tidak Etis dan Dampaknya terhadap Kepercayaan Publik: Studi Kasus pada Laporan Keuangan Perusahaan," *Management Economics and Accounting* 5, no. 2 (2024): 619-28, <https://doi.org/10.37012/ileka.v5i2.2431>.

²⁸ Tsamrotul Khusna et al., "Peran Big Data Analytics dalam Meningkatkan Transparansi Laporan Keuangan Syariah," *Sahmiyya Journal* 4, no. 1 (2025): 13-26, <https://e-journal.uingusdur.ac.id/sahmiyya/article/view/10607>.

wakālah. This provides legal assurance for customers that their rights will be fought for within the framework of Sharia law.²⁹

The protection of customer rights in *murābahah bil-wakālah* is a shared responsibility between the LKS, the regulator, and the DPS. LKS must be proactive in applying the principles of contractual fairness and information disclosure. The DPS must carry out its supervisory functions independently and effectively. Meanwhile, regulators must ensure that there is an adequate legal framework for consumer protection in the Islamic financial sector. This collaboration will create a fair, transparent and reliable Islamic financial ecosystem.

CONCLUSION

Based on the results of the analysis, it can be concluded that the *imposition of ujrah* in the *murabahah bil-wakalah contract* has a valid legal basis in the jurisprudence of muamalah and sharia economic law in Indonesia, as long as *the ujrah* is positioned as a reward for services for the implementation of the wakalah contract, not as part of the *murabahah* profit margin. Normatively, *ujrah* must be agreed at the beginning of the contract, clearly determined, separated from *the murabahah margin*, and carried out based on the principles of justice and transparency to protect the rights of customers. Ambiguity or the combination of *ujrah* with *the margin of murabahah* has the potential to give rise to *gharar* and violate the principle of contractual justice. Strengthening the role of the Sharia Supervisory Board and the application of the principle of information disclosure are key in ensuring Sharia compliance and protection of customer rights in the practice of *murabahah bil-wakalah*.

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²⁹ Muhammad Fauzi et al., "Efektifitas Penyelesaian Sengketa Ekonomi Syariah Pendekatan Mediasi Dalam Perspektif Yuridis Normatif," *Hutanasyah : Journal of Constitutional Law* 4, no. 1 (2025): 53–67, <http://jurnal.staibslg.ac.id/index.php/hutanasyah/article/view/1166>.

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