AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

ANALYSIS OF JUDGMENT No. 40/PDT.G/2023/PN.BNA ON DEFAULT OF DAYAH BUILDING *PROJECT* ACCORDING TO AKAD *IJARAH 'ALA AL-'AMAL*

Sulthanul Akram Zulqahharsyah[1], Abd Razak[2]
[1,2]Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia
Email: 210102085@student.ar-raniry.ac.id

Abstract

The default case in the Dayah Safinatussalamah construction project in Aceh Singkil is an example of the complexity of implementing construction contracts based on *ijârah 'ala al-'mâl* contracts in Islamic law. CV Afdi Pratama as the contractor sued the Aceh Dyah Education Office for changes and additional costs that were not in accordance with the contract. This study aims to analyse the judge's consideration in rejecting the lawsuit over the construction contract dispute in Decision Number 40/Pdt.G/Pn.Bna and also the review of this decision according to the *ijârah 'ala al-'amâl* contract. The research method used is a normative juridical approach with a *case* study method. The main data is in the form of judge's decision documents, supported by literature review related to fiqh muamalah and contract regulations. Analysis was carried out qualitatively with *content analysis* to analyse trial facts, lawsuit materials, and legal considerations. The results showed that judges tended to use a formalistic approach by prioritising written evidence, ignoring technical realities and oral directions in project implementation. This decision does not reflect substantive justice, especially in recognising the plaintiff's right to additional costs due to work changes. In the perspective of *ijârah 'la al-'amâl*, this decision does not fully comply with the principles of justice *(al-'is)* and mutual consent *(at-taradhin),* which are the core of the contract in Islamic law so that the contract becomes *fasid.*

Keywords: Court Decision, Default, Dayah Development, and Islamic Economic Law

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

Abstrak

Kasus default dalam proyek konstruksi Dayah Safinatussalamah di Aceh Singkil merupakan contoh kompleksitas implementasi kontrak konstruksi berdasarkan kontrak *ijârah 'ala al-'mâl* dalam hukum Islam. CV Afdi Pratama sebagai kontraktor menggugat Kantor Pendidikan Dayah Aceh atas perubahan dan biaya tambahan yang tidak sesuai dengan kontrak. Penelitian ini bertujuan untuk menganalisis pertimbangan hakim dalam menolak gugatan sengketa kontrak konstruksi dalam Putusan Nomor 40/Pdt.G/Pn.Bna serta tinjauan putusan tersebut berdasarkan kontrak *ijârah 'ala al-'amâl*. Metode penelitian yang digunakan adalah pendekatan yuridis normatif dengan metode studi kasus. Data utama berupa dokumen putusan hakim, didukung oleh tinjauan literatur terkait fiqh muamalah dan peraturan kontrak. Analisis dilakukan secara kualitatif dengan analisis konten untuk menganalisis fakta persidangan, bahan gugatan, dan pertimbangan hukum. Hasil penelitian menunjukkan bahwa hakim cenderung menggunakan pendekatan formalistik dengan memprioritaskan bukti tertulis, mengabaikan realitas teknis dan arahan lisan dalam pelaksanaan proyek. Keputusan ini tidak mencerminkan keadilan substantif, terutama dalam mengakui hak penggugat atas biaya tambahan akibat perubahan pekerjaan. Dari perspektif *ijârah 'la al-'amâl*, keputusan ini tidak sepenuhnya sesuai dengan prinsip keadilan *(al-'is)* dan kesepakatan bersama *(at-taradhin)*, yang merupakan inti dari kontrak dalam hukum Islam sehingga kontrak menjadi *fasid.*

Kata Kunci: Putusan Pengadilan, Wajib Bayar, Pembangunan Dayah, dan Hukum Ekonomi Islam

INTRODUCTION

The development of educational infrastructure, such as dayah, plays an important role in supporting the progress of society, both physically and socially. This development process requires careful planning so that project implementation runs efficiently and in accordance with the target. One important aspect that must be considered in development projects is the work contract. The contract serves as a legal basis that provides certainty for the parties in carrying out their rights and obligations, and minimises the potential for conflict.[1]

[1] Ni Ketut Sudianing, "The Function of Participatory Development Planning in Improving Public Policy Performance in the Field of Regional Development," Locus 12, no. 1 (1 February 2020): 120-31, https://ejournal.unipas.ac.id/index.php/LOCUS/article/view/292.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

In muamalah fiqh, *ijârah 'ala al-'amâl* is one form of agreement used in labour contracts. This agreement regulates the relationship between the employer *(musta'jir)* and the worker *(ajir)* with a focus on providing certain services or skills, which are paid in return in the form of wages.[2] It is flexible and can be applied to a wide range of work, including construction, provided that there is clarity in the agreement regarding the rights, obligations, time limit for work, and compensation received by the relevant parties.[3]

The application of *ijârah 'ala al-'amâl* contract has high relevance in construction projects that involve various complex activities, from planning to implementation. At the planning stage, a clear agreement on the design, cost and timing of the work is needed so that the risk of disputes can be minimised.[4] However, in practice, various obstacles often arise, such as discrepancies between contract documents and field conditions, which have the potential to cause default of breach of contract.[5]

The case of the construction of Dayah Safinatussalamah in Aceh Singkil is a clear example of the challenges in implementing a work contract based on the *ijârah 'ala al-'amâl* contract. CV afdi Pratama, as the project contractor, faced various technical and administrative problems that hindered the completion of the work. The mismatch between the *Detail Engineering Design* (DED) document and field conditions resulted in an increase in the cost and time of project completion. In addition, ineffective communication between the parties involved further exacerbated the situation.[6]

In the dispute that arose, CV Afdi Pratama sued the Aceh Dayah Education Office and the project consultant to the Banda Aceh District Court alleging default. The lawsuit included claims for material losses of IDR 4,003,347,300 (four billion three million forty-seven thousand three hundred rupiah) and immaterial losses of IDR 20,000,000,000 (twenty billion rupiah). Rp 20,000,000,000 (twenty billion rupiah). However, through Decision No.

---

[2] Akhmad Farroh Hasan, *Fiqh Muammalah from Classical to Contemporary (Theory and Practice)* (Malang: UIN-Maliki Malang Press, 2018), www.malikipress.uin-malang.ac.id.

[3] Wahbah al-Zulhaili, *Al-Fiqh Al-Islami Wa Adillatuhu* (Jakarta: Gema Insani Press, 2011).

[4] Muhammad Rian Fadilla, "Implementation of Akad Ijârah 'Alâ Amâl on the Rental of Stone Quarry Excavator Operator Services" (UIN Ar-Raniry, 2023).

[5] Sandrarina Hertanto and Gunawan Djajaputra, "Juridical Review of the Settlement of Default in a Sale and Purchase Agreement," *Unes Law Review* 6, no. 4 (2024): 10369, https://doi.org/10.31933/unesrev.v6i4.

[6] "Directory of Decisions of the Supreme Court of the Republic of Indonesia," Pub. L. No. 40/Pdt.G/2023/PN Bna (2023).

Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

40/Pdt.G/2023/Pn.Bna the court rejected all claims filed by the plaintiff.[7] This caused a polemic regarding the legal considerations used by the judge in deciding the case.

The problems experienced by the plaintiff, CV Afdi Pratama, have accumulated into a conflict with the Aceh Dayah Education Office, even the panel of judges at the Banda Aceh District Court also rejected all of the plaintiff's claims in its decision. This of course strengthens the position of the plaintiff as the perpetrator of default in the agreement agreed with the defendants regarding the appointment of the provision for the implementation of the work package for the construction of administrative buildings, men's dormitories and the construction of a place of ablution for Dayah Safinatusasalamah Aceh Singkil Regency.

This decision raises questions about the application of the principles of justice and legal certainty in resolving disputes over wanperstasi in Islamic law-based construction contracts. As one of the main principles in Islamic law, justice should be the main foundation in resolving disputes, while legal certainty provides protection for the parties in carrying out their obligations in accordance with the agreed contract.[8]

This study aims to analyse the decision of the Banda Aceh District Court judge in this case based on the concept of *ijârah 'ala al-'amâl* contract. The focus of the analysis includes the legal considerations used by the judge in rejecting the lawsuit, the application of the principle of justice, and the relevance of the decision to the provisions of Islamic law.

RESEARCH METHODS

In researching this article, the author uses a normative juridical research approach that focuses on analysing legal documents and applicable norms. This research uses documentary data in the form of the decision of the judge of the Banda Aceh District Court Number 40/Pdt.G/2023/Pn.Bna by examining the principles and principles of law and legislation regarding employment contract agreements and their validity.[9] This research aims to analyse the plaintiff's lawsuit material, the facts revealed in the trial, as well as

[7] *Ibid*.

[8] Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86, https://doi.org/10.26811/PEURADEUN.V11I2.923.

[9] Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

the judge's consideration in handing down the decision using the *case study* method.

The author uses a type of qualitative research with a *case study* method and a *content* analysis approach. The analysis process focuses on the trial facts revealed in the documents, the judge's consideration in deciding the default case, and the relevance of the decision to the concept of *ijârah 'ala al-'amâl* in Islamic law. The author does it systematically so as to produce a conclusion that is valid and relevant to the research problem.

The data collection technique that the author uses is in the form of documentation data, namely the decision of the judge of the Banda Aceh District Court decision Number 40/Pdt.G/2023/Pn.Bna. this documentation data is the main data for researchers to find out the series of cases starting from the lawsuit material, trial facts, judge's considerations to the judge's decision. In addition to this data, the author must also require a review of other literature such as article books, internet media, dictionaries and various other research, whether published or not.[10]

The data analysis process is the stage of processing data obtained by researchers to produce answers to problems that have been formulated, based on valid and objective data.[11] At this stage, the data that has been collected thoroughly will be processed so as to obtain facts that can answer the questions in the problem formulation. After that, the data will be presented and conclusions drawn.[12]

RESULTS AND DISCUSSION

Definition of Agreement and its Legal Consequences

An agreement is a legal act carried out by two or more parties based on the same will to bind themselves to each other. [13]This legal relationship occurs between one legal subject and another legal subject, where one legal subject is entitled to an achievement and so is the other legal subject obliged.[14] Article 1338 paragraph (2) of the Civil Code states that agreements must be

[10] Armia.

[11] Armia.

[12] Reza Banakar and Max Travers, *Theory and Method in Socio-Legal Research* (USA: Bloomsbury Publishing, 2005).

[13] Taufik Hidayat Lubis, "The Law of Treaties in Indonesia," *Sosek Journal* 2, no. 3 (2022): 189, https://jurnal.bundamediagrup.co.id/index.php/sosek.

[14] Nur Sa'adah, "Legal Consequences of Proving an Unwritten Agreement (Analysis of Decision Number: 373/Pdt.G/2016/PN Mdn)," *Parlev: Journal of Law* 1, no. 2 (November 2018): 41, https://openjournal.unpam.ac.id/index.php/palrev/article/view/5325.

Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

implemented in good faith. However, in practice the parties are often not consistent with what is agreed, so it is not uncommon for an agreement to eventually have to be resolved through the courts which costs a lot of money and time. In this case, agreements made orally will have difficulty proving in court.[15]

In the agreement, the legal principle becomes the basis of the agreement law. The legal principle provides an overview of the background as well as the way of thinking that forms the basis of the agreement law. In the law of the agreement there are several principles, including:[16]

a. The principle of consensualism, in accordance with the meaning of an agreement, this principle stipulates that the occurrence of an agreement has occurred the agreement of the two parties entering into the agreement. With an agreement, the agreement becomes valid and binding on the parties and applies as law to them, this principle is contained in Article 1320 of the Civil Code.
b. The principle of Freedom of Contract, this principle states that everyone has the freedom to enter into an agreement that can contain anything and the desired problem, as long as the agreement does not conflict with decency, custom, and law in the Civil Code in accordance with article 1338.
c. The principle of binding force, the existence of a relationship is not limited to what is agreed, but there is something that is by the nature of the agreement, required by decision, custom and also law in accordance with the Civil Code in article 1339.
d. The principle of Legal Certainty, the freedom to enter into an agreement in a matter according to the ability firmly which is also protected and guaranteed by law and does not conflict with the law itself in force and does not conflict with the norms of decency.
e. The principle of good faith, in Article 1338 paragraph (3) of the Civil Code states that the agreement must be carried out in good faith whatever has been agreed by the parties must be carried out with honesty in accordance with its intent and purpose.

[15] M. Faisal Rehan Lubis, "Consequences of Default in Labour Contracting Agreement," *Metadata Scientific Journal* 6, no. 1 (January 2024): 135, https://lib.ui.ac.id/detail?id=20204649&lokasi=lokal.

[16] Septi Anifatul Khoiriah et al., "Analysis of the Settlement of Default Dispute Cases at the Pekanbaru Religious Court," *MARAS: Journal of Multidisciplinary Research* 2, no. 4 (19 December 2024): 2124, https://doi.org/10.60126/maras.v2i4.571.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

The legal consequences of an agreement are the legal consequences or impacts arising from the legal relationship created between the parties based on the agreement they agreed upon. In civil law, these legal consequences bind the parties to fulfil their rights and obligations as stipulated in the agreement, provided that violations of the contents of the agreement can lead to certain sanctions or legal actions. The legal consequences include various aspects, namely:[17]

a. Rights and Obligations, every agreement creates a legal relationship between the parties that contains rights and obligations. One party has the right to demand the performance of obligations from the other party, while the other party is obliged to fulfil these rights according to the agreement. This relationship is binding as regulated by Article 1338 of the Civil Code, which states that agreements made legally shall apply as laws for the parties that make them.
b. Default, if one of the parties to the agreement fails to fulfil its obligations as stipulated in the agreement, then that party can be categorised as a default. The legal consequences of default include the obligation to pay compensation, cancellation of the agreement by the injured party, fulfilment of obligations through court execution, or other penalties agreed upon in the agreement clause. These sanctions aim to protect the rights of the injured party due to failure to perform obligations.[18]
c. Cancellation of an agreement**,** an agreement can be cancelled if it does not meet the conditions for the validity of the agreement stipulated in Article 1320 of the Civil Code. These conditions include the agreement of the parties, the ability to make an agreement, the existence of a specific object and the purpose of the agreement which is not contrary to the law of decency. If one of these elements is violated, the agreement can be declared null and void or can be cancelled by the court.
d. The legal consequences of an engagement**,** an engagement born from an agreement gives rise to certain legal consequences for the parties. for example, in a sale and purchase agreement, there is a transfer of property rights after the object of the agreement is handed over to the buyer. In other cases, if there is a failure to perform the agreement, the defaulting party may be required to provide compensation in the form of damages.

[17] Lukman Santoso Az, Legal Aspects of Agreements (Yogyakarta: Penebar Media Pustaka, 2019).

[18] Ida Ayu Anom Tri Laksami and Aris Munandar, "Analysis of Supreme Court Decisions Regarding Housing Development Default Cases," *Journal of Private Law* 3, no. 1 (February 2023): 70, https://doi.org/10.29303/prlw.v3i1.2149.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

In addition, in certain situations such as *force majeure, the* implementation of obligations can be postponed or adjusted to existing conditions.

e. Parts of the Agreement**,** an agreement consists of three main parts. The *essentialia* part is an element that must be present, without this element the agreement is invalid, for example the agreement on sale and purchase. *The naturalia* part is a provision that is considered to exist legally even though it is not explicitly agreed upon, such as responsibility for goods with hidden defects. And finally the *accidentalia* part is an additional provision specifically designed by the parties, such as a gradual payment provision in a credit agreement.
f. Dispute Resolution**,** in the event of a dispute in the implementation of the agreement, settlement can be made through litigation in court or non-litigation through mediation, arbitration, or negotiation. Non-litigation settlement is often used in business relationships because it is faster, more efficient, and maintains the confidentiality of the parties. The existence of a dispute resolution clause in the agreement helps regulate the settlement that can be taken if a dispute arises.

Basic Concepts of *Ijârah 'Ala al-'Amâl* in Fiqh Muamalah

Ijarah is defined as "lease", *ijarah* comes from the word "*al-ajru*" which linguistically means "compensation". In *shara*' terms, *ijarah* is a contract to obtain benefits by providing compensation. In another context, *ijarah* is a contract that involves exchanging benefits for a certain reward. *Ijârah 'ala al-'amâl* is a type of *ijarah* that makes services or labour the main object of the contract. Examples include building construction services, tailoring clothes, or other work involving human labour.[19]

Akad *ijârah 'ala al-'amâl* is often used in the commercialisation of certain services, skills or expertise including project contracts. With the development and progress of development, the need for expertise and skills also increases, which is the basis for the development of this *ijârah 'ala al-'amâl* practice, both at the level of traditional society, urban areas, and certain business sectors that

[19] Siti Sonya Nadzilla et al., "Analysis of Akad Ijarah Ala Al-'Amal in the Practice of Inai Services in Pidie Regency," El-Iqtishady: Journal of Sharia Economic Law 6, no. 2 (December 2024): 212 - 13, https://journal.uin-alauddin.ac.id/index.php/iqthisadi/search/authors/view?givenName=Raihan%20Putri&familyName=&affiliation=&country=ID&authorName=Raihan%20Putri.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

require expertise and professionalism *skills to* be services that are needed by consumers.[20]

Akad *ijârah 'ala al-'amâl* is widely found in the community with the object of work, services or skills of soft skills or hard skills that are qualified in someone is needed in doing a job by hiring someone to do it.[21]

Basically, this *ijârah 'ala al-'amâl* contract can be practiced flexibly on a job related to renting someone's services, whether services in the form of labour, *skills* or certain other expertise, with the payment of wages that have been promised at the time of the contract.[22] In *ijârah 'ala al-'amâl* the parties have the right to be involved in determining the contents of the agreement which generally explains the rights and obligations for each party and various other agreement contents such as time limits that are legally binding. So that this legal action must of course be agreed upon in advance the clauses in the agreement to ensure the rights and obligations of the parties.[23] The legal basis for *ijârah 'ala al-'amâl* is found in the Qur'an and also in hadith. Surah al-qashas verse 26 Allah says:

قَالَتْ اِحْدٰىهُمَا يٰٓاَبَتِ اسْتَأْجِرْهُۖ اِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْاَمِيْنُ

"*One of the two (women) said, "O my father, hire him. Indeed, the best person you can hire is someone who is strong and trustworthy.*" (Q.S Al-Qasha: 26).

The verse explains that it is permissible to hire someone who is good, that is, someone who is strong, trustworthy, and does not betray, because this benefits both parties.[24]

---

[20] Wahyu Akbar et al., 'Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia', *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1–12, https://journal.iain-manado.ac.id/index.php/JIS/article/view/2611.

[21] Dine Fitriana Rohmah et al., "The Urgency of Improving Soft Skills in Students in an Effort to Prepare for the Future," Indonesian Journal of Educational Research 1, no. 2 (2024): 145, http://repository.dharmawangsa.ac.id/529/1/URGENSI%20PENGUASAAN%20SOFT%20SKILL%20BAGI%20MAH.

[22] 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.

[23] Helena Primadianti Sulistyaningrum and Dian Afrilia, "Standard Clauses in the Perspective of the Principle of Freedom of Contract in Review of the Consumer Protection Law," *Simbur Cahaya* 27, no. 1 (2020): 128, https://doi.org/10.28946/sc.v27i1.807.

[24] Aisyah Magfirah, Nurfia Anwar, and Andi Zulfikar Darussalam, "Analysis of the Use of Akad Ijarah Al-A'mal on the Practice of Selling and Buying Cats in East Luwu," *AT-TASYRI' Scientific Journal of Muamalah Study Program* 15, no. 1 (June 2023): 6, https://ejournal.staindirundeng.ac.id/index.php/Tasyri.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

Hadith narrated by 'Abd ar-Razzq from Sa'd Ibn Abi Waqqash, who said:

كُنَّا نُكْرِي ٱلْأَرْضَ بِمَا عَلَى السَّوَاقِيْ مِنَ الزَّرْعِ وَمَاسَعِدَ بِالْمَاءِ مِنْهَا، فَنَهَانَا رَسُوْلُ اللهِ صَلَّى اللهُ وَآلِهِ عَنْ ذَلِكَ وَأَمَرَنَا أَنْ نُكْرِيَهَا بِذَهَبٍ أَوْ فِضَّةٍ.

"*We used to lease land by paying with the crops that grew there, the Messenger of Allah (SAW) then forbade this method and ordered us to pay with gold or silver*". (HR. Abu Daud).

And also based on the hadith above, the Prophet told us when doing a contract related to the rental of services, or hiring someone's services to use wages in exchange for the services hired.[25]

The existence of *ijârah 'ala al-'amâl* allows someone to do a job by using someone else's labour by giving wages in return, both in individual and collective work, for example in a construction contract where workers must have expertise in planning, designing and building in accordance with the provisions of the contract.[26]

Akad *ijârah 'ala al-'amâl* on a construction project work contract is very important because the work of a construction project must involve very complicated work that includes various activities ranging from planning, supervision, to construction implementation. The planning stage involves the preparation of detailed work plans, including architectural designs, structures, and cost estimates. The concept of *ijârah 'ala al-'amâl* in a development project, the project owner hires the services of a contractor or construction company to carry out certain work based on an agreement in the contract.[27] This agreement also includes the rental of construction tools and equipment, where the tenant pays a rental fee for the use of equipment in the project. The importance of certainty and fairness in *ijârah 'ala al-'amâl* ensures

[25] Firman Setiawan, "Al-Ijarah Al-A'mal Al-Mustarakah in the Perspective of Islamic Law," *DINAR: Journal of Islamic Economics and Finance* 1, no. 2 (January 2015): 106, https://doi.org/10.21107/dinar.v2i1.2693.

[26] Fahmi, 'TRANSFORMASI FILSAFAT DALAM PENERAPAN SYARIAT ISLAM (Analisis Kritis Terhadap Penerapan Syari'at Islam Di Aceh)'.

[27] Rahmatsyah, "Legal Analysis of the Arbitration Agreement Decision (Case Study of Decision Number 891 K/Pdt.Sus/2012) in Terms of Legal Certainty and Justice," *SPEKTRUM LAW* 19, no. 1 (26 April 2022): 19-36, https://jurnal.untagsmg.ac.id/index.php/SH/article/view/1186.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

that tasks, completion times, and fees are clearly stipulated to avoid disputes between the parties involved in the event of default.

1) The pillars of *ijârah 'ala al-'amâl*

There are several pillars in the *ijârah 'ala al-'amâl* contract, according to the Jumhur, there are four pillars of *ijârah*:[28]

a. *Aqidain* (two people who have a contract), namely *ajir* (worker / service provider) and *musta'jir* (*hirer* / service recipient). In leasing (rental of benefits).
b. *Shigat*, namely ijab and qabul. *Ijarah* must be carried out with mutual consent, so this ijab and qabul show the willingness of the *aqidain*.
c. Benefit, which is the benefit received by the tenant. If the contract is in the form of leasing goods, then the benefit means the use value of the goods, and if the contract is in the form of leasing services / wages, then what is meant by the benefit is the work provided by the service provider.
d. *Ujrah*, which is the rental fee in exchange for the benefits received by the tenant or wages given by the service recipient to the service provider.

2) Conditions in *ijârah 'ala al-'amâl*

In the *ijârah 'ala al-'amâl* contract, there are several conditions that must be met. The first requirement is related to the parties to the contract (*aqid*). The party making the contract must be of sound mind, so that insane people and young children who are not yet *mumayyiz* are not valid to make a contract. According to the Hanafis, tamyiz is sufficient for the validity of the contract, while the Shafi'is require *baligh*. The Malikiyah allow *tamyiz* as a condition of validity, but its implementation requires the consent of the guardian. Secondly, the condition for the execution of the contract is the existence of full ownership of the object that is part of the project. For example, in a building construction contract, the party leasing the heavy equipment must have full rights to the equipment. If the renting party does not have full permission or power of attorney from the owner, then the contract is considered invalid. Third, the conditions for the validity of the contract include the willingness of both parties through ijab and qabul without coercion, clarity of benefits, and the ability of the object of work to be utilised in a real and *shar'i manner*. For

[28] Dara Fitriani and Nazaruddin Nazaruddin, "Ijarah in the Islamic Banking System," *Al-Hiwalah: Journal of Sharia Economic Law* 1, no. 1 (30 June 2022): 37–52, https://doi.org/10.47766/alhiwalah.v1i1.895.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

example, in a construction project, the benefits generated from the leased heavy equipment must be clear, such as the duration of use or the type of work done.[29]

The benefits of the contract must also fulfil certain conditions, namely that they are permissible, valuable, owned, can be delivered, provide tangible benefits, and the specifications are clear. In a construction project, it is not valid to rent heavy equipment that is damaged or not in accordance with the needs of the project.[30] As for the *ujrah* (wage) in the *ijârah* contract, it must be in the form of assets that are valuable and known in value. For example, the agreed wages for project workers must be clearly determined, either in the form of money or goods, such as building materials with an exact value. The fee may not be in the form of the same benefit as the object of the contract, for example, renting construction services for a fee in the form of other equivalent services. Syafi'iyah allow similar *ujrah* as long as there is no element of usury, while Hanafiyah prohibit it. Ijârah contracts can also be dependent on something *(ta'liq),* such as the future or dependents, with certain conditions. In a construction project work contract, *ta'liq* can be applied by agreement, for example, "I stipulate as your responsibility to complete the construction of this building within three months".

1. **Analysis of the judge's consideration in rejecting the lawsuit over the construction contract dispute in Decision Number 40/Pdt.G/Pn.Bna**

In the case of the Banda Aceh District Court Case Number 40/Pdt.G/2023/PN.Bna the judge has examined and decided the case regarding default in the Dayah Safinatussalamah construction project. The dispute in this case stems from the explanation of the construction contract between CV Afdi Pratama as the plaintiff and the Aceh Dayah Education Office as the defendant. The plaintiff, who was the winner of the tender for the construction project of the administration building, men's dormitory, and ablution place of Dayah Safinatussalamah in Aceh Singkil, filed a lawsuit due to changes in work and the non-fulfilment of the promise of additional costs by the defendant. The plaintiff considered that the defendant's actions to force

[29] Chairul Fahmi (Acehnese), 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *AlterNative: An International Journal of Indigenous Peoples* 20, no. 1 (1 March 2024): 157–66, https://doi.org/10.1177/11771801241235261.

[30] Muhammad Hafidh Sufli, Ida Friatna, and Intan Qurratulaini, "Halal Management of The PLTD Apung Tsunami Park of Aceh, Indonesia: a Legal Analysis," JURISTA: Journal of Law and Justice 8, no. 2 (December 2024): 580- 83, https://doi.org/https://doi.org/10.22373/jurista.v8i2.189.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

the implementation of work that was not in accordance with the contract, such as the demolition of the installed foundation, caused significant financial losses and project delays. As a result, the plaintiff claimed material damages of Rp. 4,003,347,300 and immaterial losses of Rp. 20,000,000,000.[31]

The contract that is the basis of the dispute is Agreement Letter Number: 425/007/SP/UPTD/2022 with a contract value of Rp. 6,677,915,000. The contract contained a clause regarding dispute resolution through arbitration. However, the plaintiff filed a lawsuit at the Banda Aceh District Court without taking the arbitration route first as required by the contract. During the trial the plaintiff also provided evidence such as contract documents, technical reports, and proof of payment that showed the amount of losses suffered.[32]

In the facts of the trial, initially when CV Afdi Pratama together with the PPTK (Activity Implementation Officer), supervisory consultants and the Aceh Dayah Education Office group conducted a review to recalculate the volume of work items and readjust the design drawings with conditions in the field on 26 July 2022 CV Afdi Pratama found a discrepancy between the DED drawing and the work site. The DED showed 54 pile points that needed to be dismantled while in fact 62 pile points were found.[33]

The DED *(Detail Engineering Design) of* the construction of the administration building which is a reference for the implementation of the work does not match the RAB (Draft Budget) of the volume of demolition of the existing footprint foundation which is 10.36 m^3 because the volume is not included in the volume of pile demolition work carried out by CV Afdi Pratama.

In addition to the DED *(Detail Engineering Design)* foundation of the Putra Dormitory Building the existing piles were not visible, after the plaintiff communicated the defendant verbally directed the demolition. Because of the additional work that was not in accordance with the contract, it caused an increase in the cost and time required to complete the work, to the detriment of the plaintiff.[34]

In the facts of the trial when the plaintiff consulted the supervisory consultant because of difficulties in obtaining gravel marterials which were

[31] Documentation data of the Decision of the Judge of the District Court of Banda Aceh Number 40/Pdt.G/2023/Pn.Bna. pp. 3.

[32] *Ibid.*

[33] *Ibid.* p. 5.

[34] Chairul Fahmi, *HUKUM DAGANG INDONESIA* (Banda Aceh: Bandar Publishing, 2023), https://bandarpublishing.com/hukum-dagang-indonesia/.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

the materials used according to the DED *(Detail Engineering Design)* and RAB (Budget Plan) the supervisory consultant verbally instructed to replace the gravel material by using another type of stone, namely split stone which was more expensive by promising to provide additional funds. However, until the lawsuit, the supervising consultant did not fulfil his promise.[35]

It is also known from the facts of the trial that CV Afdi Pratama, as the plaintiff, and the defendants often had misunderstandings when communicating about this construction project. In an effort to rectify the many misunderstandings in communication, the second defendant, as the supervisory consultant, suggested that the plaintiff prepare an engineering justification to be discussed together again so as to minimise greater losses in the future, but the plaintiff never prepared an engineering justification.

In the facts of the trial, Defendant I, namely the PPTK, and Defendant II rejected the results of the lab tests conducted by the concrete quality testing lab team of Muhammadiyah University of Aceh, which the plaintiff appointed to test the quality of the concrete foundation footings and piles, because the plaintiff did not conduct the tests in the manner agreed upon in the work agreement. The plaintiff conducted the tests on his own initiative without any written request or notification and therefore the defendants were not involved.[36]

In the exclusion documented in this decision, the defendants denied ever promising and communicating to the plaintiff to increase costs or provide additional time for the demolition of foundation piles and piles that were not in accordance with the contract. The defendants also felt that they had never ordered the plaintiff to use split rock as a substitute for gravel and the use of split rock was only the plaintiff's own initiative and responsibility so they had to bear all the risks that arose in the future.

Based on the above case, the Panel of Judges in its consideration considered whether the letter of agreement Number: 425/007/SP/UPTD/2022, dated 22 July 2022 is legally binding. Then whether the defendant has broken the promise or default by terminating Contract Number: 082/UPTD/2022, dated 27 December 2022. Analysis of the judge's consideration can be detailed in the following table:[37]

[35] *Ibid.* p. 8.
[36] *Ibid.* p. 23.
[37] *Ibid.*,pp. *57-58.*

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

Table 1. Analysis of Judges' Considerations

No.	Judge's reasoning	Analysis
1.	The judge considered that the demolition of the piles was not included in the work items to be carried out by the plaintiff. In accordance with the work contract and RAB, only the demolition of the existing footprint of 10.35 m^3 was included in the work items. Therefore, the demolition of the piles was carried out outside the provisions written in the contract.	In considering that the demolition of the piles was carried out on oral directions that were not formally documented. The fact that work in the field often faces changing conditions (such as the discovery of piles) should be the basis that oral directions are possible. On the facts of the trial, it was found that there were 62 points of foundation footprints and piles that had to be demolished, different from the DED work drawings and also the plaintiff brought chunks of foundation footprints and piles as evidence of demolition.
2.	The Judge considered that there was no evidence to show that Defendant II gave an oral order to demolish the piles. And Defendant II only gave directions to dismantle the footprint foundation in accordance with the DED plan, without including the piles. This error was caused by the Plaintiff.	In proving oral instructions, the judge relied on formal documents but failed to consider the technical realities in the field. In construction work, verbal instructions are common, and the judge should have examined in more depth the direct involvement of Defendant II in the field. The facts of the trial revealed that there was a meeting on 19 August 2022 which involved Defendant II giving directions regarding the method of work and also the presence of Defendant II when the demolition was carried out demonstrating their knowledge of the work outside the contract.
3.	The judge found that there was no strong evidence that Defendant II ordered the use of split stone material as a substitute for gravel. The substitution was made on the plaintiff's own initiative. The use of split stone was not in	The judge did not conduct an enquiry into the lack of availability of gravel materials at the project site. In the facts of the trial, the plaintiff reported that it was difficult to obtain gravel in Aceh Singkil and claimed to have received verbal instructions from Defendant II to use split stone. A

	accordance with the technical specifications which stated that the coarse aggregate used had to be gravel.	comparison of the prices of split stone and gravel shows that the use of split stone incurred additional costs that were not allocated in the contract.
4.	The judge also held that the defendants never promised to increase the cost or time of the work. The plaintiff's assertion of the existence of such a promise was not supported by sufficient evidence so that negligence occurred on the part of the plaintiff in understanding and implementing the terms of the contract.	The judge's rigid formalistic approach overemphasises written evidence without considering communication patterns and promises in fieldwork practices. Non-documentary evidence such as witnesses or trial recordings can be referred to. The fact that the demolition and use of split stone continued shows the implicit consent of the respondent.

This decision shows the formalistic approach of judges emphasising on written evidence, without considering technical practices in the field. In construction disputes, factors such as oral directions, technical conditions, and limited resources need to be an integral part of legal considerations. Judges should also better understand the realities on the ground and give balanced consideration between formal documents and factual evidence. This decision provides an important lesson on the importance of formally documenting directions to avoid future disputes.

In this case, the parties, both plaintiffs and defendants, should realise the importance of formally documented communication to avoid different interpretations of work instructions. On the other hand, judges should not only stick to written documents, but also consider factual conditions that are often not officially recorded in construction projects. For example, when it is difficult to obtain materials in accordance with specifications or changes in work methods due to constraints in the field are realities that often occur. When this reality is ignored, decisions tend not to reflect substantial justice and are only orientated towards procedural justice.[38] Therefore, this dispute also highlights the need for revision of the arbitration or mediation mechanism in construction contracts, to be more adaptive to technical dynamics and realities in the field.

[38] Muhammad Siddiq Armia et al., 'Post Amendment of Judicial Review in Indonesia: Has Judicial Power Distributed Fairly?', *Journal of Indonesian Legal Studies* 7 (2022): 525, https://heinonline.org/HOL/Page?handle=hein.journals/jils7&id=529&div=&collection=.

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

2. Review of the concept of *ijârah 'ala al-'amâl* against the decision of the judge of the District Court of Banda Aceh City Number 40/Pdt.G/Pn.Bna

Ijârah 'ala al-'amâl as the author has explained is a service rental contract in Islamic law that regulates the working relationship between the service *hirer* (*mustajir)* and the service provider *(ajir).* In this case, the working relationship between the Aceh Dayah Education Office (the defendant) and CV Afdi Pratama (the plaintiff) can be categorised as Akad *ijârah 'ala al-'amâl*, where CV Afdi Pratama leased construction services for the construction of the Administration Building, Men's Dormitory, and Ablution Place based on Agreement Letter Number 425/007/SP/UPTD/2022. The main principles in Akad *ijârah 'ala al-'amâl,* namely:[39]

a. Clarity of Deed: covers work specification, cost, time and responsibility.
b. Fairness: if there is a change in job classification, it can be compensated proportionally.
c. Promise keeping *(amanah):* all parties involved must fulfil the agreements that have been made.

During the trial, the defendant verbally instructed the plaintiff to demolish the existing foundations and piles that were not included in the Detail Engineering Design (DED) document or the Budget Plan (RAB). The plaintiff had filed an objection because this work was not in accordance with the initial contract so that the additional work caused a cost and time burden for the plaintiff.

In the perspective of Islamic law, this action is contrary to the principle of fairness in *ijârah 'ala al-'amâl.* Any changes to the agreed work require re-agreement from both parties, including agreement on additional costs incurred. By imposing additional work without valid consent, the defendant violates the principle of *taradhin* (mutual consent) which is the main foundation of the *ijârah 'ala al-'amâl* contract.

In addition, the judge ignored the unilateral termination of the contract by the defendant. This contract termination had the effect of not accommodating the costs that had to be paid to the plaintiff. As a result, the defendant harmed the plaintiff, especially because the remaining contract costs had not been settled, including other additional costs incurred in the execution of the agreement. This action is contrary to the principles contained

[39] Dara Fitriani & Nazaruddin, "Ijarah in the Islamic Banking system", *Al-Hiwalah: (Sharia Economic Law),* Vol. 1, No. 1, 2022, pp. 44-45. https://doi.org/10.47766/alhiwalah.v1i1.895

AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah
Vol.5 No.2, December 2024
P-ISSN: 2655-0547 E-ISSN: 2829-3665
DOI: https://doi.org/10.22373/al-mudharabah.v5i2.6636

in the *ijârah 'ala al-'amâl* contract, where the principles of justice *(al-'is)* and the willingness of both parties *(at-taradin)* are the main foundations.

This unilateral action also violates positive law, especially the provisions of Article 1338 of the Civil Code. The article expressly states that an agreement has binding force like a law for the parties who make it and cannot be cancelled without mutual agreement. Therefore, the defendant's actions in unilaterally terminating the contract without the plaintiff's prior consent are contrary to the principle of justice in the *ijârah 'ala al-'amâl* contract as well as violating the provisions of the applicable civil law in Indonesia.[40]

Therefore, based on the *ijârah 'ala al-'amâl* contract. This decision is not fully valid because it has ignored substantive justice in giving rights to the plaintiff, the defendant's actions that violate the contract can cause the cancellation of the contract in terms of substance because the defendant does not carry out obligations according to the terms of the contract, in resolving disputes fairly based on Islamic principles by fulfilling rights by means of deliberation as the main method, the severe actions of the parties to make the contract on the contract can be categorised as *fasid* (defective) because the haki does not consider the real losses experienced by the plaintiff, ignoring the plaintiff's right to compensation due to changes in work and unilateral termination of the contract, and also resolving disputes should be through arbitration institutions which are the main way.

CONCLUSION

Based on the description as described in the previous discussion, it can be concluded that in the verdict No. 40/Pdt.G/2023/Pn.Bna, the judge in considering this case shows the dominance of a formalistic approach that prioritises written evidence compared to the technical reality in the field. in construction disputes, oral directions, technical conditions, and limited resources must be integrated in legal considerations. Judges need to understand the realities in the field better and provide a balanced decision between formal documents and factual evidence. In addition, the contract is not in accordance with the concept of *ijârah 'ala al-'amâl* as a service rental agreement in *rubu' fiqh muamalah.* This discrepancy is found in the defendant who does not carry out his obligations and terminates the contract unilaterally which is detrimental to the defendant so that the contract becomes *fasid.*

[40] "Kitab Undang-Undang Hukum Pidana" (t.t.).

REFERENCES

al-Zulhaili, Wahbah. *Al-Fiqh Al-Islami Wa Adillatuhu*. Jakarta: Gema Insani Press, 2011.

Akbar, Wahyu, Rahmad Kurniawan, Ahmad Dakhoir, and Chairul Fahmi. 'Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia'. *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1–12. https://journal.iain-manado.ac.id/index.php/JIS/article/view/2611.

Armia, Muhammad Siddiq. *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*. Edited by Chairul Fahmi. Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022.

Armia, Muhammad Siddiq, Zahlul Pasha Karim, Huwaida Tengku-Armia, Muhammad Sauqi Bin-Armia, Chairul Fahmi, and Armiadi Musa. 'Post Amendment of Judicial Review in Indonesia: Has Judicial Power Distributed Fairly?' *Journal of Indonesian Legal Studies* 7 (2022): 525. https://heinonline.org/HOL/Page?handle=hein.journals/jils7&id=529&div=&collection=.

Banakar, Reza, and Max Travers. *Theory and Method in Socio-Legal Research*. USA: Bloomsbury Publishing, 2005.

Directory of Decisions of the Supreme Court of the Republic of Indonesia, Pub. L. No. 40/Pdt.G/2023/PN Bna (2023).

Fadilla, Muhammad Rian. "Implementation of Akad Ijârah 'Alâ Amâl on the Rental of Stone Quarry Excavator Operator Services." UIN Ar-Raniry, 2023.

Farroh Hasan, Akhmad. *Fiqh Muammalah from Classic to Contemporary (Theory and Practice)*. Malang: UIN-Maliki Malang Press, 2018. www.malikipress.uin-malang.ac.id.

Fitriana Rohmah, Dine, Arbaiyah Yusuf, Dewi Chintia Cahya Ningrum, and Anisya Putri Nur Marsanti. "The Urgency of Improving Soft Skills in College Students in an Effort to Prepare for the Future." *Indonesian Journal of Educational Research* 1, no. 2 (2024): 145. http://repository.dharmawangsa.ac.id/529/1/URGENSI%20PENGUASAAN%20SOFT%20SKILL%20BAGI%20MAH.

Fitriani, Dara, and Nazaruddin Nazaruddin. "Ijarah in the Islamic Banking System." *Al-Hiwalah: Journal of Sharia Economic Law* 1, no. 1 (30 June 2022): 37–52. https://doi.org/10.47766/alhiwalah.v1i1.895.

Hertanto, Sandrarina, and Gunawan Djajaputra. "Juridical Review of the Settlement of Default in a Sale and Purchase Agreement." *Unes Law Review* 6, no. 4 (2024): 10369. https://doi.org/10.31933/unesrev.v6i4.

Khoiriah, Septi Anifatul, Aulia Chairunnisha, Muhammad Revianto, Kania Ayu Prasetiyo, and Edo Yuanda. "Analysis of the Settlement of Default Dispute Cases at the Pekanbaru Religious Court." *MARAS:*

Journal of Multidisciplinary Research 2, no. 4 (19 December 2024): 2124. https://doi.org/10.60126/maras.v2i4.571.

Fahmi (Acehnese), Chairul. 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia'. *AlterNative: An International Journal of Indigenous Peoples* 20, no. 1 (1 March 2024): 157–66. https://doi.org/10.1177/11771801241235261.

Fahmi, Chairul. *HUKUM DAGANG INDONESIA*. Banda Aceh: Bandar Publishing, 2023. https://bandarpublishing.com/hukum-dagang-indonesia/.

———. 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia'. *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86. https://doi.org/10.26811/PEURADEUN.V11I2.923.

———. '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.

Kitab Undang-Undang Hukum Pidana (n.d.).

Laksami, Ida Ayu Anom Tri, and Aris Munandar. "Analysis of Supreme Court Decisions Regarding Housing Development Default Cases." *Journal of Private Law* 3, no. 1 (February 2023): 70. https://doi.org/10.29303/prlw.v3i1.2149.

Lubis, M. Faisal Rehan. "Consequences of Default in Labour Contracting Agreement." *Metadata Scientific Journal* 6, no. 1 (January 2024): 135. https://lib.ui.ac.id/detail?id=20204649&lokasi=lokal.

Lubis, Taufik Hidayat. "The Law of Treaties in Indonesia." *Jurnal Sosek* 2, no. 3 (2022): 189. https://jurnal.bundamediagrup.co.id/index.php/sosek.

Magfirah, Aisyah, Nurfia Anwar, and Andi Zulfikar Darussalam. "Analysis of the Use of Akad Ijarah Al-A'mal in the Practice of Selling and Buying Cats in East Luwu." *AT-TASYRI' Scientific Journal of Muamalah Study Programme* 15, no. 1 (June 2023): 6. https://ejournal.staindirundeng.ac.id/index.php/Tasyri.

Nadzilla, Siti Sonya, Fahmi Makraja, Raihan Putri, Rian Rahmad, Ar-Raniry State Islamic University, Banda Aceh. "Analysis of Akad Ijarah Ala Al-'Amal in the Practice of Inai Services in Pidie Regency." *El-Iqtishady: Journal of Sharia Economic Law* 6, no. 2 (December 2024): 212-13. https://journal.uin-alauddin.ac.id/index.php/iqthisadi/search/authors/view?givenName=Raihan%20Putri&familyName=&affiliation=&country=ID&authorName=Raihan%20Putri.

Rahmatsyah. "Legal Analysis of the Arbitration Agreement Decision (Case Study of Decision Number 891 K/Pdt.Sus/2012) in Terms of Legal Certainty and Justice." *LAW SPEKTRUM* 19, no. 1 (26 April 2022): 19-36. https://jurnal.untagsmg.ac.id/index.php/SH/article/view/1186.

Sa'adah, Nur. "Legal Effects of Evidence of Unwritten Agreements (Analysis of Decision Number: 373/Pdt.G/2016/PN Mdn)." *Parlev: Journal of Law* 1, no. 2 (November 2018): 41. https://openjournal.unpam.ac.id/index.php/palrev/article/view/532.

Santoso Az, Lukman. *Legal Aspects of Agreement*. Yogyakarta: Penebar Media Pustaka, 2019. https://www.researchgate.net/publication/333310366.

Setiawan, Firman. "Al-Ijarah Al-A'mal Al-Mustarakah in the Perspective of Islamic Law." *DINAR: Journal of Islamic Economics and Finance* 1, no. 2 (January 2015): 106. https://doi.org/10.21107/dinar.v2i1.2693.

Sudianing, Ni Ketut. "The Function of Participatory Development Planning in Improving Public Policy Performance in the Field of Regional Development." *Locus* 12, no. 1 (1 February 2020): 120-31. https://ejournal.unipas.ac.id/index.php/LOCUS/article/view/292.

Sufli, Muhammad Hafidh, Ida Friatna, and Intan Qurratulaini. "Halal Management of the PLTD Apung Tsunami Park of Aceh, Indonesia: a Legal Analysis." *JURISTA: Journal of Law and Justice* 8, no. 2 (December 2024): 580-83. https://doi.org/https://doi.org/10.22373/jurista.v8i2.189.

Sulistyaningrum, Helena Primadianti, and Dian Afrilia. "Standard Clauses in the Perspective of the Principle of Freedom of Contract in Review of the Consumer Protection Law." *Simbur Cahaya* 27, no. 1 (2020): 128. https://doi.org/10.28946/sc.v27i1.807.