

Ijarah-Based Commercial Transport and Its Relevance to Indonesian Law

Muhamat Nur Maarif

Institut Agama Islam Negeri Kudus, Central java, Indonesia

*Correspondence e-mail: muhamatmaarif@iainkudus.ac.id

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Abstract

This study aims to examine the compatibility between the practices of commercial transportation services and the principles of ijarah contracts in Islamic law, as well as to assess their relevance to Indonesian statutory regulations, particularly Law Number 22 of 2009 concerning Road Traffic and Transportation. To achieve this objective, a normative-juridical research method was employed using a qualitative approach, supported by literature review of both classical and contemporary Islamic legal sources, alongside national positive law. The findings indicate that the core principles of the ijarah contract – such as clarity of the leased object (ma'qud 'alayh), mutual consent (antarādin), and fairness in remuneration (ujrah) – are substantially reflected in the regulation of commercial transport services in Indonesia. However, several implementation aspects remain in need of reinforcement, especially those concerning safety responsibilities and the formulation of force majeure clauses, which do not yet fully reflect sharia values. Therefore, this study recommends the integration of maqāsid al-sharī'ah principles into the regulation of commercial transportation services to establish a more just, ethical, and sustainable transport system.

Keywords: Commercial Transport; Ijarah Contract; Transportation Services

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1. Introduction

Transportation is a vital element in the economic and social life of modern society. In the context of developing countries such as Indonesia, commercial transportation services serve as a key driver of goods distribution and human mobility, supporting national economic growth. The Indonesian government, through Law Number 22 of 2009 on Road Traffic and Transportation, has regulated various operational aspects of commercial transportation, including service standards, safety, and the legal responsibilities of service providers. However, as a country with a Muslim majority population, it is necessary to reassess the forms and mechanisms of commercial transportation transactions to align them with Sharia principles, particularly through the perspective of the ijarah contract (service rental).¹

The ijarah contract in Islamic commercial jurisprudence is defined as a contract for the utilization of someone's services or the use of an object in exchange for a specified

¹ M. Aldagheiri, "The Role of the Transport Road Network in the Economic Development of Saudi Arabia," in *WIT Transactions on the Built Environment*, vol. 107, 2009, <https://doi.org/10.2495/UT090251>.

compensation.² Imam Nawawi, in his al-Majmu' Syarh al-Muhadzdzab, mentions that ijarah is a permissible contract, provided there is clarity regarding the benefit, compensation, and mutual consent between the contracting parties.³ The legal basis for the ijarah contract is explicitly stated in the Qur'an:

قَالَتِ احْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

"One of the two women said, "O my father, hire him. Indeed, the best one you can hire is the strong, the trustworthy." (QS. Al-Qashash: 26)

This verse serves as a normative basis that paid service provision (including commercial transport) is permissible in Islam as long as it fulfills the elements of strength (competence) and trustworthiness (responsibility). In the context of commercial transport, this includes the obligation of operators to ensure safety, punctuality, and the transparency of agreed-upon fares. However, there has been limited research specifically analyzing the correlation between the ijarah contract and Indonesian positive law regulations in the transportation sector.⁴

Several previous studies have addressed the ijarah aspect in the context of Islamic economics. For instance, a study by Uswatun Hasanah in her research titled *Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam* concluded that the application of ijarah contracts in multi-service financing by non-bank sharia financial institutions for education and healthcare needs has shown inconsistencies with Islamic legal principles. This primarily concerns the definition of services used in the ijarah contract, where the services offered by financial institutions do not reflect the services performed by the parties involved in accordance with Islamic law. As a result, the application of ijarah in this context is considered a violation of the basic principles of the ijarah contract, which requires clarity of the rental object (benefit) and the validity of its execution according to sharia. Therefore, an evaluation and adjustment of existing practices and regulations are necessary to align them with Islamic law, particularly in the application of ijarah contracts in multi-service financing services.⁵

The two studies conducted by Muhammad Zulfikar, in his research titled *Pembiayaan Kepemilikan Kendaraan Di Perusahaan Pembiayaan Syariah, Antara Ijarah Muntahiya Bit Tamlik Dan Murabahah*, explain that this research shows that in vehicle financing through Islamic Financing Companies, the Murabahah contract is used more

² Mutia Maulia Nanda, Nandang Ihwanudin, and Muhammad Yunus, "Tinjauan Akad Ijarah Dalam Fiqih Muamalah Terhadap Penyewaan Pakaian Kebaya," *Bandung Conference Series: Sharia Economic Law 2*, no. 1 (2022), <https://doi.org/10.29313/bcssel.v2i1.335>.

³ Miftahul Reski Putra Nasjum, "Etika Pendidik Dalam Proses Pembelajaran Menurut Imam An-Nawawi Dalam Kitab Al-Majmu' Syarh Al- Muhadzdzab," *Kaos GL Dergisi* 8, no. 75 (2020).

⁴ Abubakar Balarabe, Md. Faruk Abdullah, and Baba Uba Ibrahim, "A Review of Islamic Credit Card Concepts from Shari'ah Perspective in Malaysia," *Artech Journal of Art and Social Sciences (AJASS)* 2, no. 4 (2020).

⁵ Uswatun Hasanah, Rahmat Hidayat, and Muhammad Zali, "Penerapan Akad Ijarah Pada Pembiayaan Multi Jasa Dalam Perspektif Hukum Islam," *Journal of Science and Social Research* 6, no. 2 (2023).

frequently than the Ijarah Muntahiya Bit Tamlik contract. This is due to the characteristics of the Murabahah contract, which is considered safer in terms of risk and more practical in calculating profits for the company. The Murabahah contract, which involves the sale of goods with a clear profit margin, provides certainty in calculation and monitoring for the financing company. Meanwhile, the Ijarah Muntahiya Bit Tamlik contract, although also used, involves more considerations related to the transfer of vehicle ownership and lease terms, which can add complexity and risk. Therefore, Islamic financing companies prefer the Murabahah contract as it is more aligned with practical needs and operational efficiency.⁶

The third study conducted by Nanci Yosepin Simbolon, titled *Perlindungan Hukum Bagi Pengguna Jasa Angkutan Umum Berdasarkan UU No.22 Tahun 2009 Tentang Lalu Lintas Dan Angkutan Jalan*, reveals that although Law No. 22 of 2009 on Traffic and Road Transportation has regulated the rights of public transport users, there are still gaps in the implementation of legal protection regarding the comfort and safety of passengers. Based on the analysis of legal norms, this law provides a clear foundation regarding the obligation of transport service providers to ensure passenger safety and comfort. However, many service users feel that their rights are overlooked, particularly in relation to the uncomfortable or unsafe condition of vehicles. Therefore, although the law provides a legal framework, its implementation in practice still requires improvement, especially in terms of monitoring and stricter law enforcement against public transport service providers. Furthermore, regarding legal protection, there is a mechanism that allows service users to seek compensation or legal action if their rights are not met by service providers, but the application of this mechanism has not been optimal. This research recommends improvements in monitoring and law enforcement, as well as raising awareness about the rights of public transport users to ensure that they receive services in accordance with applicable legal provisions.⁷

This research demonstrates clear originality when compared to previous studies, where the first author (Uswatun Hasanah) emphasizes the inconsistency in the application of the ijarah contract in multi-service financing by non-bank Islamic financial institutions, particularly regarding the definition of services in the contract that does not align with Islamic legal provisions. The second author (Muhammad Zulfikar) focuses on the use of the Murabahah contract, which is more commonly chosen by Islamic financing companies for vehicle financing due to its safer and more efficient characteristics compared to the Ijarah Muntahiya Bit Tamlik contract. The third author (Nanci Yosepin Simbolon) highlights legal protection for public transport

⁶ Muhammad Zulfikar, "PEMBIAYAAN KEPEMILIKAN KENDARAAN DI PERUSAHAAN PEMBIAYAAN SYARIAH, ANTARA IJARAH MUNTAHIYA BIT TAMLIK DAN MURABAHAH," *Aksyana : Jurnal Akuntansi Dan Keuangan Islam* 1, no. 2 (2022), <https://doi.org/10.35194/ajaki.v1i2.2023>.

⁷ Nanci Yosepin Simbolon, "Perlindungan Hukum Bagi Pengguna Jasa Angkutan Umum Berdasarkan Uu No.22 Tahun 2009 Tentang Lalu Lintas Dan Angkutan Jalan," *Jurnal Ilmiah Simantek* 4, no. 1 (2020).

users under Law No. 22 of 2009, emphasizing gaps in the implementation of protection for passengers' rights related to comfort and safety.

The present research offers a more profound novelty as it directly connects the *ijarah* contract with commercial transportation service transactions, examining how the principles of the *ijarah* contract are applied in regulating transportation services in line with the legal provisions in Indonesian law, particularly Law No. 22 of 2009. This study not only addresses the practical or administrative aspects as seen in previous research but also evaluates the alignment and potential harmonization between the principles of Sharia law and positive law in the context of public transportation. Thus, this research offers new insights into the relevance of the *ijarah* contract in commercial transportation services and its contribution to the improvement of transportation regulations that are more just, ethical, and in accordance with Islamic law.

Based on the above, there exists an academic gap (research gap) regarding the integration of Islamic legal principles with national positive law provisions in the field of commercial transportation services. In fact, when viewed from the principle of *maslahah* (benefit), Islamic law is very open to modern systems as long as they do not contradict the fundamental principles of Sharia. Therefore, there is a need for an integrative and critical study to assess the suitability and relevance of commercial transportation service transactions with the concept of *ijarah*, as well as to identify areas of harmonization and potential disharmony between the two.

The objectives of this research are to: (1) analyze commercial transportation service transactions from the perspective of the *ijarah* contract according to Islamic commercial law (*fikih muamalah*), and (2) evaluate the relevance of these principles to the applicable regulations in Indonesia, in order to provide normative recommendations for harmonizing Sharia law with national positive law.

2. Research Method

The research employed by the author is qualitative research conducted in a descriptive-analytical manner, using a normative legal research approach. This study aims to examine the compatibility between commercial transportation service transactions from the perspective of the *ijarah* contract according to Islamic law and the applicable legislation in Indonesia. Normative legal research is research that relies on primary and secondary legal materials, such as legislation, legal doctrines, and the views of Islamic jurists (*ulama*) that are directly or indirectly related to the research theme.

The study in this research is library-based, where the primary data sources are obtained from primary legal materials, including Law No. 22 of 2009 on Traffic and Road Transportation, government regulations, and other provisions related to the *ijarah* contract. Additionally, secondary legal materials are used, including classical

and contemporary Islamic law books, as well as scholarly journals and articles supporting the study of Islamic law and positive law related to commercial transportation services. The primary data sources for this research are legislative texts, while secondary data are obtained from books, journal articles, and other academic documents. Data collection techniques involve documentation and in-depth literature review. The data analysis technique used is qualitative analysis with an inductive method, which involves drawing conclusions from legal data and fiqh concepts that have been systematically studied.

3. Research Results and Discussion

3.1. Alignment of the Principles of Ijarah Contract with Positive Law

The ijarah contract, within the context of Islamic commercial jurisprudence (fiqh muamalah), is a type of exchange contract that involves payment for the utilization of a service or the benefit of an object,⁸ The ijarah contract is valid under Islamic law if it meets specific conditions and requirements, which include the presence of the contracting parties, a clearly defined leased object, and an agreed-upon compensation (ujrah). The ijarah contract can be applied across various sectors, including financing, leasing, and transportation, with a focus on the principles of justice, transparency, and accountability in commercial transportation service transactions. In this context, the leased object can be a service or the benefit of a property, which requires clarity to prevent potential disputes in the future.⁹

From a broader Islamic legal perspective, the concept of *maslahah* (public interest) becomes a key principle guiding the application of law in modern society. *Maslahah*, which encompasses the protection of religion, life, intellect, lineage, and property, serves as a basis for determining whether an action or practice aligns with the objectives of Islamic law (*sharia*). The application of Islamic law in modern sectors such as transportation must consider the social context and the needs of society, particularly regarding passenger safety, transparent pricing, and the accountability of service providers. Therefore, these principles of *maslahah* can serve as a reference in establishing regulations that not only address practical needs but also reflect the values of *sharia*.¹⁰

⁸ Avrillia Wulandari Putri Supriyadi, Ifa Hanifah Senjiati, and Arif Rijal Anshori, "Tinjauan Akad Ijarah Terhadap Wanprestasi Sewa Menyewa Indekost Pada Masa Pandemi Covid-19," *Jurnal Riset Ekonomi Syariah* 1, no. 2 (2021), <https://doi.org/10.29313/jres.v1i2.440>.

⁹ Anisya Putri Syam Sinambela, Tuti Anggraini, and Nursantri Yanti, "Implementasi Akad Rahn Dan Akad Ijarah Terhadap Produk Gadai Emas Pada Bank Syariah Indonesia KCP Medan Iskandar Muda," *Jurnal Ilmu Komputer, Ekonomi Dan Manajemen (JIKEM)* 3, no. 2 (2023).

¹⁰ Muhammad Sulthon, "MASHLAHAH SEBAGAI TUJUAN INTI PEMBENTUKAN HUKUM ISLAM," *Jurnal Darussalam: Jurnal Pendidikan, Komunikasi Dan Pemikiran Hukum Islam* 14, no. 2 (2023), <https://doi.org/10.30739/darussalam.v14i2.2024>.

Law Number 22 of 2009 concerning Road Traffic and Transportation comprehensively regulates various aspects related to commercial transportation services, including licensing, safety, the rights and obligations of service users, as well as sanctions for violations.¹¹ Nevertheless, these provisions tend to be normative in nature and have yet to explicitly accommodate Sharia principles. Consequently, a gap remains between the prevailing positive law and the aspirations of the Muslim community, which calls for the implementation of a system more aligned with Sharia principles—particularly in matters of contractual arrangements and legal responsibilities in the field of transportation services. Therefore, there is an urgent need to integrate Islamic law with national law, a process that can be facilitated through a responsive legal approach that emphasizes substantive justice, as advocated by Rahardjo. This approach ensures that the law serves not only a procedural function but also guarantees material justice for all parties involved.

The *ijarah* contract is an agreement under Islamic law between two parties: the lessee (*musta'jir*) and the owner of the goods or services (*mu'ajjir*), whereby the lessee obtains the benefit of a particular good or service for a specified period in exchange for an agreed payment (*ujrah*).¹² This contract does not entail a transfer of ownership of the item itself, but rather the transfer of its use or benefit.¹³

In practice, *ijarah* contracts take two main forms. First, the leasing of tangible goods—such as vehicles, houses, or buildings—where the benefit is derived from the use of the item without altering its physical substance. Second, the leasing of personal services—such as those of a driver, teacher, or professional labor—where the object of the contract is the skill or effort provided by the service provider.¹⁴

In Islamic law, the *ijarah* contract generally embodies three core principles: (1) clarity of the leased object, (2) mutual consent and agreement between the parties (*tarādī*), and (3) fairness in determining the compensation (*ujrah*). These

¹¹ Satrio Nur Hadi and Tahura Malagano, “Analisis Penerapan Undang-Undang Nomor 22 Tahun 2009 Tentang Lalu Lintas Dan Angkutan Jalan Dalam Mewujudkan Kesadaran Hukum Berlalu Lintas (Penelitian Di Polres Pesawaran),” *Jurnal Kepastian Hukum Dan Keadilan* 2, no. 1 (2021), <https://doi.org/10.32502/khdk.v2i1.3045>.

¹² Mawar Jannati Al Fasiri, “Penerapan Al Ijarah Dalam Bermuamalah,” *Ecopreneur : Jurnal Program Studi Ekonomi Syariah* 2, no. 2 (2021), <https://doi.org/10.47453/ecopreneur.v2i2.446>.

¹³ Muhamad ikhsan Kurniawan, Neneng Nurhasanah, and N Eva Fauziah, “Analisis Konsep Ijarah Terhadap Pengelolaan Usaha Angkutan Kota Di Bandung,” *Prosiding Hukum Ekonomi Syariah* 3, no. 2 (2017).

¹⁴ Yulia Hafizah, “Konsep Ijarah Dalam Tinjauan Hadis Dan Relevansinya Terhadap Pengembangan Ekonomi,” *Researchgate.Net*, no. January (2020).

three principles have substantial counterparts and alignment with Indonesia's positive legal provisions governing commercial transportation services.¹⁵

The leased object in an ijarah contract must have a clearly defined benefit and must be deliverable. This requirement is consistent with the provisions of Article 1548 of the Indonesian Civil Code (KUHPerdara), which stipulates that a lease is an agreement by which one party binds itself to provide the enjoyment of an item to another party for a certain period, in exchange for a price agreed upon by the latter. This provision allows for the leasing of various types of property, both immovable and movable.¹⁶

In the context of commercial transportation services, the benefit derived—namely, the transport of passengers or goods—is explicitly defined in service agreements, whether through ticketing systems or transportation contracts.)¹⁷

The principle of mutual consent (*ridha*) is also strongly upheld in Islamic law. As stated in the words of Allah ﷻ :

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

"O you who have believed, do not consume one another's wealth unjustly, but only [in lawful] business by mutual consent." (QS. An-Nisa: 29)

The principle of fairness in determining compensation is emphasized in the hadith:

مَنْ اسْتَأْجَرَ أَجِيرًا فَلْيُعْلِمْهُ أَجْرَهُ

"Whoever hires a worker, let him clearly inform him of his wage." (HR. 'Abd ar-Razzaq)

In positive law, transparency regarding transportation service fees is regulated under Law No. 22 of 2009 and its implementing regulations. These include the obligation for service providers to be transparent about pricing, travel time, and safety standards, as stipulated in Articles 181–184 of Law No. 22 of 2009.¹⁸

¹⁵ Sumiati Zakaria and Neni Nuraeni, "AKAD IJARAH DAN JUALAH DALAM PERSPEKTIF FIQH PERBANDINGAN PADA KEGIATAN BANK SYARIAH DI INDONESIA," *El-Iqthisadi Jurnal Hukum Ekonomi Syariah Fakultas Hukum Dan Syariah*, 2022, <https://doi.org/10.24252/el-iqthisady.vi.31060>.

¹⁶ Devina Tharifah Arsari, "Legalitas Penggunaan Sepeda Listrik Sebagai Alat Transportasi Menurut Perspektif Hukum Pengangkutan Di Indonesia," *Jurist-Diction* 3, no. 3 (2020), <https://doi.org/10.20473/jd.v3i3.18629>.

¹⁷ Idham Manaf, *Hukum Pengangkutan*, *Jurnal Sains Dan Seni ITS*, vol. 6, 2017.

¹⁸ Lasdianni Siregar, "Implementasi Undang-Undang No 22 Tahun 2009," *Jurnal El-Thawalib* 3, no. 2 (2022), <https://doi.org/10.24952/el-thawalib.v3i2.5329>.

Law No. 22 of 2009 concerning Road Traffic and Transportation does not explicitly mention the term *ijarah* contract, as the legislation is derived from a national positive legal system that is secular in nature and does not directly adopt Islamic legal terminology. Nevertheless, the substantive provisions of the law align with the fundamental principles of *ijarah* in Islamic law, particularly in the context of commercial transportation services.

The compatibility of the substance of *ijarah* with Law No. 22 of 2009 can be observed through several core principles. In an *ijarah* contract, the clarity of the subject matter (*ma'qūd 'alayh*) is a fundamental requirement. This is reflected in the law, where commercial transportation services are specifically regulated. For example, Article 137 paragraph (4) categorizes various forms of transportation, including passenger transport, freight transport, and special transport services. This demonstrates a clear definition of the benefit or service being leased, as required in Islamic law.

The principle of mutual consent (*tarādī*) is also consistent with the provisions of Law No. 22 of 2009. In Islamic law, a contract must be based on the voluntary agreement of both parties. This aligns with the contractual nature of transport services under the law, which involves agreements between service providers and users. This requirement is further reinforced by its implementing regulations, such as ministerial decrees issued by the Ministry of Transportation, which emphasize the necessity of mutual agreement in public transportation operations.

With regard to the determination of compensation (*ujrah*), Islamic law emphasizes fairness and mutual agreement. Law No. 22 of 2009 does not prescribe fixed tariffs but allows for market mechanisms or regulatory frameworks to establish minimum and maximum fares. This system corresponds to the principles of *ijarah*, as long as the compensation is determined in a transparent and equitable manner.

Liability for the safety and security of passengers and cargo is also a critical aspect of the *ijarah* contract.¹⁹ In Islamic jurisprudence (*fiqh*), there is a well-established legal maxim: *الضمان على من له المنفعة* which means "liability lies with the party who benefits from the service." This principle implies that the service provider is obligated to ensure the safe and secure use of the service offered. In the context of positive law, Article 234 paragraph (1) of Law No. 22 of 2009 stipulates that transportation service providers are legally responsible for the safety of both passengers and goods being transported. This provision clearly

¹⁹ Dekie GG Kasenda, "Tanggung Jawab Pengangkut Terhadap Keselamatan Dan Keamanan Barang Dalam Kapal," *Jurnal Ilmu Hukum Tambun Bungai* 1, no. 1 (2016).

illustrates the convergence between Islamic law and national law in safeguarding the interests and security of transportation service users.

3.2. Force Majeure Implementative Aspects: Safety and Force Majeure Clauses

Despite the substantial alignment in principles, challenges remain in terms of implementation, particularly regarding liability for the safety of passengers and cargo.²⁰ From a Sharia perspective, the service provider (*mu'ajjir*) is obligated to uphold trust (*amānah*) and prevent harm or loss. This obligation is rooted in the following ḥadīth:

كُلُّكُمْ رَاعٍ وَكُلُّكُمْ مَسْئُولٌ عَنْ رَعِيَّتِهِ

“Each of you is a shepherd, and each shepherd is responsible for his flock.” (HR. Bukhari dan Muslim)

Under national law, responsibility for safety is regulated by Article 230 of Law No. 22 of 2009, which stipulates that transport operators are liable for ensuring the safety of passengers during the course of travel.

Regarding force majeure clauses, Islamic law recognizes the concept of emergency circumstances (*al-'udhr*) as a legitimate basis for exemption from contractual obligations, as reflected in the Islamic legal maxim:

الضَّرَرُ يُزَالُ

“Harm must be eliminated.”

However, in the practice of positive law, the application of such clauses requires explicit stipulation within the contractual agreement. This is governed by Articles 1244 and 1245 of the Indonesian Civil Code (KUHPdata), which provide for exemption from liability if non-performance arises due to force majeure.

Therefore, to better reflect Sharia values, force majeure clauses in transportation service contracts should not be grounded solely on civil law provisions, but should also incorporate Islamic principles of *maṣlaḥah* (public interest) and *'adālah* (justice), ensuring that no party suffers unilateral disadvantage.

3.3. Integrating Islamic Legal Values into the Regulation of Commercial Transportation Services

The findings of this study indicate that the fundamental principles of the *ijarah* contract—such as clarity of the leased object (*ma'qūd 'alayh*), mutual consent (*antarāḍin*), and fairness in determining compensation (*ujrah*)—are, in substance,

²⁰ Mhd. Syahnan, “Force Majeure in Islamic Law of Transaction: A Comparative Study of the Civil Codes of Islamic Countries,” *TSAQAFAH* 9, no. 1 (2013), <https://doi.org/10.21111/tsaqafah.v9i1.37>.

reflected in the positive legal norms outlined in Law No. 22 of 2009 on Road Traffic and Transportation. Nevertheless, upon closer examination, the relationship between these legal norms and Islamic ethical values remains partial and has not yet been holistically integrated into practical and institutional dimensions.

This reveals a conceptual and normative gap that could be addressed through an integrative approach. Such integration should not be limited to formalistic legal harmonization, but rather serve as a process of embedding the values of *maqāṣid al-sharī'ah* (the higher objectives of Islamic law) within the framework of modern regulation. In the context of commercial transportation services, *maqāṣid* such as the protection of life (*ḥifẓ al-nafs*), protection of property (*ḥifẓ al-māl*), and contractual certainty (*ḥifẓ al-'aqd*) should be considered both as ethical foundations and epistemological bases for the formulation and revision of legislation.

For instance, in the practice of logistics services based on lease contracts (*ijarah al-'ayn*), damage to goods during transit often becomes a point of dispute. In Islamic jurisprudence, liability lies with the party who receives the benefit, as captured by the legal maxim:

الضمان على من له المنفعة

Liability rests upon the party who derives benefit

However, in current national practice, protection for users of logistics services—particularly micro, small, and medium enterprises (MSMEs)—remains inadequate. This can be strengthened through the adoption of *ijarah*-based principles that emphasize *maṣlaḥah* (public benefit), thereby grounding policies not only in contractual considerations but also in the protection of economically vulnerable parties.

This study offers a novelty in the form of an integrative concept that combines a normative-theological framework with public policy analysis, focusing on three key areas of implementation:

- a. Reformulation of Contractual Regulation: Revisions to transportation agreement regulations are necessary to reflect the principles of transparency of benefits, fair compensation, and genuine consent. These principles aim to prevent contractual imbalances that often occur in inter-island transportation and technology-based logistics. The use of *ijarah musyarakah* (partnership in services) could serve as a more equitable alternative in this context.

- b. Sharia Certification of Transportation: Expanding halal certification beyond food and pharmaceuticals to encompass transportation services is essential. This aligns with the Indonesian Ulema Council's (DSN MUI) Fatwa No. 112/DSN-MUI/IX/2017 on ijarah and contemporary practices. The certification could include services such as Hajj and Umrah transportation, halal logistics (sharia supply chains), and modes of transportation based on Islamic communities (e.g., sharia taxis and sharia travel services).
- c. Islamic Transportation Ethics Education: Strengthening the soft skills of transportation service providers through training in khidmah (service), amanah (trustworthiness), and mas'ūliyyah (responsibility) based on Qur'anic values, such as:

إِنَّ اللَّهَ يَأْمُرُكُمْ أَنْ تُؤَدُّوا الْأَمَانَاتِ إِلَىٰ أَهْلِهَا وَإِذَا حَكَمْتُمْ بَيْنَ النَّاسِ أَنْ تَحْكُمُوا بِالْعَدْلِ ۚ إِنَّ اللَّهَ نِعِمَّا يَعِظُكُمْ بِهِ إِنَّ اللَّهَ كَانَ سَمِيعًا بَصِيرًا ۝

"Indeed, Allah commands you to render trusts to whom they are due and when you judge between people to judge with justice. Excellent is that which Allah instructs you. Indeed, Allah is ever Hearing and Seeing." (Q.S. An-Nisā': 58)

وَلَا تَقْرَبُوا مَالَ الْيَتِيمِ إِلَّا بِالَّتِي هِيَ أَحْسَنُ حَتَّىٰ يَبْلُغَ أَشُدَّهُ ۚ وَأَوْفُوا بِالْعَهْدِ ۚ إِنَّ الْعَهْدَ كَانَ مَسْئُولًا

"And do not approach the wealth of the orphan except in a way that is best until he reaches maturity. And fulfill the promise; indeed, the promise will be questioned." (Q.S. Al-Isrā': 34)

This approach enhances service quality while shaping the behavior of service providers who are not only driven by economic motives but also by spiritual motivations.

In the context of national legal development, this approach aligns with the principle of integrating law and morality, as proposed by Satjipto Rahardjo, who rejected the sharp separation between law and social ethics.²¹ Furthermore, this approach supports the vision of Indonesia's Islamic economy as advocated by the National Committee for Sharia Economy and Finance (KNEKS), aiming to base the development of the real sector on Islamic values as an ethical foundation.

Ultimately, the integration of Islamic legal values into the regulation of commercial transportation services is not merely an effort to harmonize religious and national laws but a normative-ethical strategy to achieve a just, sustainable, and spiritually responsive national transportation system. In this

²¹ M. Zulfa Aulia, "Hukum Progresif Dari Satjipto Rahardjo," *Undang: Jurnal Hukum* 1, no. 1 (2018), <https://doi.org/10.22437/ujh.1.1.159-185>.

way, law is no longer merely an instrument of power or transactions but a tool of rahmatan lil 'ālamīn (mercy to the worlds) in modern social life.

4. Closing

4.1. Conclusions

The study of the principles of ijarah contracts in Islamic law reveals a substantial alignment with Indonesia's positive law, particularly with Law Number 22 of 2009 concerning Road Traffic and Transportation. Core principles such as the clarity of the rental object (*ma'qud 'alayh*), mutual consent of the parties (*antarādin*), and fairness in determining compensation (*ujrah*) are reflected in the regulation of commercial transportation services, albeit without explicitly employing Sharia terminology. However, from an implementation perspective, challenges remain in ensuring safety responsibilities and in regulating force majeure clauses. Islamic law offers ethical guidance through the principles of *amānah* (trustworthiness) and the rule of harm elimination (*dar' al-mafāsīd*), which can complement the predominantly formalistic and contractual approach of positive law. In this regard, force majeure clauses should be formulated not solely based on Articles 1244–1245 of the Indonesian Civil Code, but also by incorporating the principles of justice and public welfare (*maṣlahah*) rooted in Islamic jurisprudence.

The key finding of this study underscores that the integration of Islamic legal values into the regulation of commercial transportation services remains partial. Therefore, an integrative approach is necessary—one that is not only formally synchronized but also substantively aligned—by embedding the values of *maqāṣid al-sharī'ah*, such as the protection of life, property, and contractual certainty, into policy formulation. Such integration is particularly essential to strengthen the protection of economically vulnerable actors, such as micro, small, and medium enterprises (MSMEs) operating in the logistics service sector. In this way, national law would function not merely as a regulatory tool but also as a means of advancing social justice imbued with ethics, civility, and the noble values of Islamic law.

4.2. Suggestions

It is necessary to integrate the values of *maqāṣid al-sharī'ah* into the regulation of commercial transportation services, particularly with regard to the protection of life, property, and contractual certainty, through the formulation of equitable *force majeure* clauses that do not solely rely on the formalistic approach of civil law, but instead take into account the principles of public interest (*maṣlahah*) and the moral responsibilities of the parties involved. In addition, efforts must be made to enhance literacy in Sharia law within the transportation sector through education, training, and legal outreach programs targeted at business actors, regulators, and

law enforcement officials to ensure consistent application of the principles of *ijarah* contracts. Moreover, strengthening the system of contract monitoring and evaluation is essential to ensure the effective and fair implementation of these regulations, particularly in the context of protecting economically vulnerable actors such as MSMEs, who often lack strong bargaining power. Ultimately, national law should serve not only as a regulatory instrument but also as a vehicle for social justice that embodies ethics, civility, and the noble values of Islamic law.

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