



Classification of Contracts in Sharia Business Law

Ansor Syaputra Siregar *

Universitas Islam Negeri Sunan Kalijaga Yogyakarta

ansorsyaputra12@gmail.com

Abstract

Islamic law is a law that lives and continues to develop, has a very important role to answer questions in various matters, especially those related to contracts and agreements when entering into a contract. In making contracts, mistakes often occur in making names and the purpose of the contract so that mistakes often occur between the name and the substance of the contract. So to align the name and the substance of the contract, it is necessary to study the classification of a contract and the categorization of a contract when viewed from various aspects. The method of this research is in the form of literature study research (library research) with a descriptive analytic approach method. The results of this study are that there are many types of contract classifications from various aspects, but there are ten of the most well-known contract classifications, namely contract based on name, contract based on position, contract based on tempo, contract based on formality, contract based on syarak, contract based on validity, contract based on attachment, contract based on enforceability, contract based on dependents and contract based on objectives.

Keywords: *Contract; Classification; Sharia Business*

Abstrak

Hukum Islam merupakan hukum yang hidup dan terus berkembang mempunyai peran yang sangat penting untuk menjawab pertanyaan dalam berbagai hal, terutama yang berkaitan dengan akad, maupun perjanjian ketika menjalin sebuah kontrak pekerjaan maupun bisnis. Pembuatan kontrak sering terjadi kesalahan dalam pembuatan nama maupun tujuan kontrak sehingga menyebabkan ketidaksesuaian antara nama kontrak/ perjanjian yang dibuat dengan substansi kontrak itu sendiri. Maka untuk menyelaraskan antara nama dan substansi perjanjian maupun kontrak sangat perlu dikaji dalam penggolongan akad maupun pengkategorian sebuah akad kontrak jika ditinjau dari berbagai aspek. Metode dari penelitian ini berbentuk penelitian studi pustaka (library research) dengan metode pendekatan deskriptif analitik. Hasil dari penelitian ini bahwa penggolongan akad sangat banyak dari berbagai aspek, tapi ada sepuluh penggolongan akad yang paling masyhur yaitu akad berdasarkan nama, akad berdasarkan kedudukan, akad berdasarkan tempo, akad berdasarkan formalitas, akad berdasarkan syarak, akad berdasarkan keabsahan, akad berdasarkan keterikatan, akad berdasarkan keberlakuan, akad berdasarkan tanggungan serta akad berdasarkan tujuan.

Kata Kunci: *Penggolongan; Akad; Bisnis Syariah*

Introduction

Humans as social creatures, so they cannot be separated from the interaction of relationships between individuals and other individuals in meeting the needs of survival. Human needs in survival are very diverse, so they cannot meet them personally and there must be interaction with other individuals. Interaction between humans and other individuals requires rules that can be guidelines and that explain the rights and obligations between the parties based on agreement. The process of legalizing an agreement in fulfilling the rights and obligations of individuals is called contracting or entering into a contract.¹ In accordance with

¹ Alimin, "Analisis Praktek Akad Murabahah Di Koperasi Syariah," *Jurnal QIEMA* 4, no. 2 (2019): hlm. 74.

the development of sharia-based economics, contracts or agreements have a very important position as a legal basis in every transaction. As an agreement between two or more parties, the contract in the sharia perspective is not only a binding legal relationship, but also serves as a means to maintain justice, transparency, and blessings in economic transactions. These principles are in accordance with the basic values of sharia which emphasize honesty, justice, and benefits for all parties.²

Akad in sharia law has its own uniqueness because it is based on the Qur'an, Hadith, and ijihad of scholars. The classification of contracts is carried out based on their purpose, nature, and benefits, such as *tabarru'* (voluntary) contracts that are non-commercial, and *tijarah* (commercial) contracts that are profit-oriented. This classification aims to provide clear guidelines in the implementation of contracts in various economic sectors, such as Islamic banking, capital markets, and other businesses.³ Akad has a very important role in community life, especially for people who are Muslim. In principle, the contract has the characteristics of a condition for an agreement between the parties as evidenced by the existence of *ijab* and *qabul*. So that with the statement and act of *ijab-qobul*, it has shown a choice in the contract carried out by the relevant parties, thus avoiding an alliance that is not based on sharia.⁴

However, in practice, various challenges arise related to the classification and implementation of sharia contracts, especially in the face of the complexity of modern transactions. Today's economic transactions often involve various forms of innovation that are not fully accommodated in the classical literature. This creates a need to re-understand the classification of contracts comprehensively, both in terms of *fiqh* law and its application in the context of positive law. The main problem today is the development of the economy and business life, it is not impossible with the existence of deviations in both economic and business problems in society. So that with the rapid development of the economy and business life, it is possible that there will be various irregularities in economic problems and the sustainability of people's businesses that are not in accordance with and deviate from the teachings of Islam. Therefore, Islamic law as a living and developing law has a very important task in order to be able to ask questions in various matters, especially those related to contracts and agreements when entering into a contract.⁵

In addition, there are still differences of opinion among scholars and practitioners regarding the limitations and characteristics of each contract. For example, in some cases, *tabarru'* and *tijarah* contracts can overlap in a single financial product, thus requiring further clarification. This situation raises the urgency to review the classification of sharia contracts, especially in an effort to answer the needs of modern society without abandoning the basic principles of sharia.⁶ The study of Islamic law today must try to find the basics of Islamic law

² Ascarya, *Akad dan Produk Bank Syariah* (Jakarta: PT Raja Grafindo Persada, 2017), hal. 46.

³ FIKRI RHAMADHAN SUHENDRA SHOLIHAH, NURLAILIYAH AIDATUS, "KONSEP AKAD DALAM LINGKUP EKONOMI ISLAM," *Jurnal Ilmiah Indonesia* 4, no. 12 (2019): hal. 153.

⁴ Fanji Adam, *Fikih Muamalah Adabiyah* (Bandung: PT. Refika Aditama, 2018), hlm. 93.

⁵ Sri Widodo, "KEWENANGAN MENGADILI TERHADAP SENGKETA BERDASARKAN PERJANJIAN POKOK (AKAD SYARIAH) DAN PERJANJIAN ACCESOIR (APHT) AKIBAT PILIHAN HUKUM YANG BERBEDA (STUDI PUTUSAN NOMOR 499/PDT.G/2021/PA.YK DI PENGADILAN AGAMA KOTA YOGYAKARTA)," *uii* (universitas islam indonesia, 2022), hal. 75.

⁶ Siti Rosidah, "TINJAUAN HUKUM ISLAM TERHADAP AKAD PENGHASILAN DALAM SISTEM MONETASI YOUTUBE" (Universitas Negeri Raden Intan Lampung, 2019), hlm. 45.

from the detailed rules in muamalat, especially the agreements that have been offered by many classical scholars. Thus, the discussion and study of the classification of contracts in contracting is very important. This is a basic condition for financial and commercial people and has very severe legal consequences for the parties who make the contract.

Research on the classification of sharia contracts is very important to answer this problem. By identifying and analyzing the types of contracts in depth, this study aims to provide a clearer understanding of the concept, classification, and relevance of contracts in sharia business law. The results of this research are expected to be a reference for academics, legal practitioners, and business people in implementing contracts in accordance with sharia values in the midst of modern economic dynamics.

Method

This research is a research that uses a type of library research with a descriptive approach. According to Nazir, this literature study is a research that uses data collection techniques by making books, literature, notes and reports that can be studied to solve research problems. This method is used to obtain written points of thought by studying various studies related to the object of the problem being researched.⁷ Based on the description of the data above, the object of this research is data and information about the classification of contracts in sharia economic law obtained through literature studies, encyclopedias, studying various literature, study results from previous research, books, journals and other sources that can support this research. Meanwhile, the analysis technique used by the author uses descriptive qualitative techniques, namely the author will describe and describe and analyze the classification of contracts and categorization in sharia business agreement law.

Result and Discussion

Definition of contract

Straightforwardly, "akad" in the general context refers to an agreement or agreement made between two or more parties. The term is often used to refer to a formal agreement that involves commitments or obligations between the parties involved. Contracts can include various types of agreements, such as business agreements, employment agreements, rent-lease agreements, loan agreements, and so on.⁸ Meanwhile, Wahbah az-Zuhaili argues that the *nahwa* of the contract is a bond between two or more parties in a case, both tangible and meaningfully binding either from one party or two parties.⁹ Al-Jurjani has the opinion that the contract has the meaning of a knot or a pillar like that on a rope or thread, so there is an expansion of the meaning of the word, namely anything that can be tied and the bond can be confirmed, so that is what is called a contract. Thus, the naming of the sharia bond between a married husband and wife is called a marriage contract, while those who carry out sale and

⁷ Moh Nasir, *Metode Penelitian* (Bogor: Ghalia Indonesia, 2013), hlm.93.

⁸ Nasrun Harun, *Fiqh Muamalah*, ke-2 (Jakarta: Gaya Media Pratama, 2007), hlm. 68.

⁹ Wahbah Zuhaili, *Fiqh Islam wa Adillatuhu*, (Penerjemah Abdul Hayyie al-Kattani, dkk), Jilid ke-5 (Jakarta: Gema Insani, 2011), hlm. 89.

purchase bonds or transactions in the context of business activities are referred to as sales and purchase contracts, namely by using the word contract.¹⁰

According to Syamsul Anwar, an agreement is "the existence of a meeting between *ijab* and *Kabul* as a statement of the will of two or more parties and the existence of legal consequences on the object because of the contract".¹¹ Based on some of the meanings above, the contract has several important elements. First, there are parties involved in the contract, namely the parties who enter into an agreement or contract. Second, there is an object or item that is the subject of the contract, which is something that is obtained or traded in the transaction.¹² Third, there are terms and conditions that govern the contract, including the price, payment time, and other conditions determined by the parties involved.¹³ The contract that is carried out must meet the legal conditions to be considered valid and binding. These conditions include clear agreements between the parties involved, *halal* provisions in accordance with Islamic teachings, freedom and awareness in making contracts, and the existence of clear and determinable objects.

A named contract is a contract whose name has been determined by the scholars and has been determined and determined by special laws that apply to the contract and do not apply to other contracts. Or in other words, a contract called a contract that has been determined by the *sharia* and the laws are clear.¹⁴ An unnamed contract is a letter that is not mentioned in the books of *fiqh*, specifically both the rules and the name. In other words, an unnamed contract is a designation for a contract that has not been studied by previous scholars so there are no separate rules governing it, but the rules of the contract generally apply to this unnamed contract.¹⁵ The principle of freedom to contract is a proof that an unnamed contract is allowed to be applied as long as it does not violate the rules of the contract in general.¹⁶ Examples of anonymous contracts are found in publishing contracts, advertising contracts, and so on. In the history of Islamic law, a new contract often appears that has not had a name for a long time, then the latest scholars give the name of the contract and are given its own rules that govern it, so that it becomes a named contract.¹⁷ Another example is *Istisnak* and *ba'I al-wafa*.¹⁸

However, there is one question that arises, namely "does Islamic law recognize with a contract or not?", basically freedom of contract is recognized in Islamic law. The postulates of

¹⁰ Fathurrahman Djamil, *Penerapan Hukum Perjanjian dalam Transaksi di Lembaga Keuangan Syariah* (Jakarta: Sinar Grafika, 2012), hlm. 52.

¹¹ Syamsul Anwar, *Hukum Perjanjian Syariah*, 2 ed. (Jakarta: Rajawali Pers, 2010), hlm. 68.

¹² P. Pragma, Thamaraiselvan Natarajan, dan Krantiraditya Dhalmahapatra, "Adoption of NFT transaction in metaverse platform: a trust transfer approach to leverage trust among users," *Digital Policy, Regulation and Governance*, no. ahead-of-print (2024), <https://www.emerald.com/insight/content/doi/10.1108/DPRG-08-2024-0178/full/html>.

¹³ Peter Adekunle dkk., "Mitigating Delay in Construction Contract Payment: A South African Case Study," dalam *Advances in Engineering Management, Innovation, and Sustainability*, ed. oleh James Olabode Bamidele Rotimi dkk., vol. 480, Lecture Notes in Civil Engineering (Cham: Springer Nature Switzerland, 2024), 383–96, https://doi.org/10.1007/978-3-031-56544-1_25.

¹⁴ Hendi Suhendi, *Fiqh Muamalah* (Jakarta: PT. Rajagrafindo Persada, 2014).

¹⁵ Zuhaili, *Fiqh Islam wa Adillatuhu*, (Penerjemah Abdul Hayyie al-Kattani, dkk).

¹⁶ Samia Maqbool Niazi, "THIRD PARTY RIGHTS UNDER THE DOCTRINE OF UNDISCLOSED AGENCY: A COMPARATIVE STUDY OF PAKISTAN'S LAW AND ENGLISH LAW" (PhD Thesis, International Islamic University Islamabad), diakses 8 Januari 2025,

<http://theses.iiu.edu.pk:8002/greenstone/collect/electron/index/assoc/HASH6528/be19944d.dir/doc.pdf>.

¹⁷ Anwar, *Hukum Perjanjian Syariah*.

¹⁸ Abdul Rahman dkk. Ghazaly, *Fiqh Muamalat* (Jakarta: Pranada Media, 2010).

the Quran and the hadith of the Prophet along with the rules of fiqh state that there is a principle of freedom of contract embraced by Islamic law. Allah says in the Qur'an, "O you who believe, fulfill the contracts." (Q.S al-Maidah (5); 1) Through this verse, it can be concluded that there is freedom in contracting or contracting in Islam, both named and unnamed contracts. The rules of fiqh also say "basically the contract is an agreement between the two parties and the legal result is what they themselves through the promise".¹⁹This fiqh rule has shown the existence of freedom of contract, because the agreement is declared valid based on the agreement of the parties, and the legal consequence is what has been agreed upon by the parties through the agreement. The Principal Contract is a contract that stands alone without any dependence on something else.²⁰ Sutarno also defines the principal contract as a principal agreement or master agreement which is a regulation between the rights and obligations of debtors and creditors. If the creditor has disbursed the loan, then the debtor has the obligation to return the loan according to the schedule that has been agreed upon at the time of making the credit agreement.²¹

Contracts that are included in this type of contract are all contracts that stand alone without having a dependence on other contracts such as rent, sale, purchase, loan, custody and others. An associate contract is a contract whose existence cannot stand alone, but depends on a right that is the basis for the existence or absence of a contract or the validity or absence of a contract.²² Ahmad Yani and Gunawan Widjaya argue that the accessory agreement is a form of agreement or conditional agreement, which has its implementation or cancellation depending on the fulfillment or non-fulfillment of a condition, either a condition or circumstance in the basic agreement that is the basis for the existence of the contract.²³ Contracts that are included in the accessory contract are pawn contracts (ar-rahm) and insurance contracts (al-Kafalah). These two contracts are agreements to guarantee, therefore this contract will not exist if the guaranteed rights do not exist.²⁴

Contracts can be classified into two main types: independent contracts and accessory contracts. Independent contracts are agreements that stand alone without being dependent on other contracts. These include contracts such as rent, sale, purchase, loan, custody, and similar arrangements. Their validity and implementation are not tied to any other agreement or condition. In contrast, accessory contracts are agreements whose existence is inherently dependent on another contract. These contracts are contingent upon a right or obligation established in a primary contract, which serves as the basis for their existence, validity, or implementation. Ahmad Yani and Gunawan Widjaya describe accessory contracts as conditional agreements. According to them, the implementation or cancellation of an accessory contract is tied to the fulfillment or non-fulfillment of certain conditions, particularly those rooted in the basic agreement that underpins the accessory contract. For instance, pawn contracts (ar-rahm) and insurance contracts (al-kafalah) are classic examples of accessory contracts. These contracts function as guarantees, meaning their existence is contingent upon

¹⁹ asmuni A Rahman, *Qaidah-qaidah fiqh* (Jakarta: Bulan Bintang, 1975).

²⁰ Anwar, *Hukum Perjanjian Syariah*.

²¹ Sutarno, *Aspek-Aspek Hukum Perkreditasi Pada Bank* (Bandung: Alfabeta, 2003).

²² Anwar, *Hukum Perjanjian Syariah*.

²³ Gunawan dan Ahmad Yani Widjaya, *Jaminan Fidusia* (Jakarta: Raja Grafindo Persada, 2000).

²⁴ Anwar, *Hukum Perjanjian Syariah*.

the presence of the rights or obligations they are designed to guarantee. Without the foundational rights or circumstances established by the primary agreement, these accessory contracts cannot exist or be enforced.

This classification highlights the nuanced relationship between primary and secondary agreements, emphasizing the importance of understanding the interconnected nature of contractual arrangements in legal and practical applications. Thus, the existence of an accessory agreement has the nature of following the main agreement that causes the existence of an accessory agreement, because the accessory agreement is an additional agreement that cannot stand alone without the existence of a principal agreement. Tempo contract means a contract that makes the term of time an element in the content of an agreement. contracts that are included in the category of named contracts such as rent-lease contracts, tiitipan contracts, loan-and-use contracts, power of attorney contracts, subscription contracts and other contracts. In the subscription agreement, for example, the contract agreement states how long the subscription will be held. So it is impossible for a subscription contract to occur without the element of how long the subscription period is carried out. Non-term contract, is a contract or agreement that does not have a term element as part of the content of the agreement.²⁵ Examples of contracts that do not have an element of time are such as sales and purchase contracts, grant contracts and other contracts as such. A consensual contract or better known as a voluntary contract is a type of contract that is created simply by the willingness between the parties who carry out the contract without the need for certain formalities.²⁶ The most common contracts found in this type of consensual contract are such as sale and purchase contracts, debts and receivables and leases. A formalistic contract is a type of contract that is subject to the formality of the contract that has been determined by the parties who make the contract, where if the conditions cannot be met, the contract is declared invalid. An example of a contract that is included in this contract is a marriage contract, which is a condition for the presence and testimony of two witnesses.

Classification of Contracts

The real contract means that a contract will be declared valid if there has been a cash delivery of the contract object.²⁷ So that the contract has not been declared to exist or has not been declared to exist as a legal consequence if there is no handover of the object of the contract. The contracts included in this contract are such as sale and purchase contracts, hibah contracts, waqf contracts, debt and receivables contracts, pawn contracts, and loan and use contracts. The masyruk contract is a contract that is allowed according to sharia and there is no evidence to prohibit and cover up the contract. Contracts known as community contracts are such as sales and purchase contracts, loans, grants and so on. A prohibited contract is a

²⁵ Prentiss Cox dan Kaitlin Caruso, "Silence As Consumer Consent: Global Regulation of Negative Option Contracts," 2024, https://scholarship.law.umn.edu/faculty_articles/1084/.

²⁶ UFITINEMA Alphonsine, "LEGAL ANALYSIS OF PRE-CONTRACTUAL NEGOTIATIONS UNDER RWANDAN CONTRACT LAW: A COMPARISON OF COMMON LAW AND CIVIL LAW SYSTEMS" (PhD Thesis, ULK, 2023), <http://drepository.ulk.ac.rw:8080/xmlui/handle/123456789/119>.

²⁷ Nurul Faradini, Mutia Cherawaty Thalib, dan Mohamad Taufiq Zulfikar Sarson, "A Legal Perspective on the Cooperation Agreement in Cash on Delivery (COD) System," *Damhil Law Journal* 3, no. 1 (2023): 54-68, <https://ejournal.pps.ung.ac.id/index.php/DLJ/article/view/1862>.

contract that is prohibited by sharia and there are postulates that prohibit and prohibit the contract. The contracts included in this adak are the contract for the sale and purchase of fetuses, the contract for renting to commit a crime, the contract that is contrary to morality (the teachings of Islam) and also the marriage contract of mut'ah.²⁸ The Saheeh contract is a contract that perfectly fulfills both the conditions and the pillars of the contract, this sahih contract is a contract that has legal force and is binding on the parties to the contract. An example of a sahih contract is a loan and use contract that is carried out by parties who have been able to understand the law and there is a halal object that is contracted and carried out without violating religious teachings. Thus, there will be legal implications for the transfer of the object of the contract that has been signed and there will be an entanglement of the parties as long as the loan and use contract has not been completed. Sahih contracts are customary contracts, nafiz contracts and mauquf contracts.

The Ghairu Saheeh contract or an invalid contract is an insufficient contract both in terms of harmony and in terms of the conditions of shah. So that this ghairu sahih contract will have no legal implications for the parties who commit themselves. The Ghairu Saheeh contract is divided into two, namely: a broken contract (Voidable Contract), which is a contract that fulfills all the pillars of the contract, but there are valid conditions that are not met. There has been no transfer of goods from the tenant to the tenant before the terms of the contract are met. In other words, there are no legal consequences for a while or are still stopped and temporarily detained. The second ghairu sahih is an akad that is invalid, meaning a contract that has not been fulfilled from the rukun and the conditions or contracts are not allowed by religious teachings.²⁹ Such as a contract of sale and purchase with a person who is not capable of the law or with someone who is not sane (crazy) or buying and selling alcoholic beverages such as khamar.

A binding contract is a contract that has fulfilled the harmony and conditions of the contract, then the contract will be binding on the parties in full and one of the parties will not be able to cancel the contract that is still ongoing without the agreement of both parties. However, this contract is still divided into two parts, the first is a contract that is binding on the contracting parties and each party cannot cancel the contract without the consent of both parties. For example: sale and purchase agreements, leases, reconciliations, and so on. While the second contract is a contract that binds one party, but is not binding on the other party, meaning that the contract can be canceled without the consent of the other party. Examples include pawn contracts and kapaluh contracts. The non-binding contract means that each party who performs the contract can cancel the contract unilaterally without the consent of the other party.³⁰ This contract that is not fully binding is divided into two, the first is basically the

²⁸ Mugni Muhit, Sofyan Al-Hakim UIN, dan Iwan Setiawan, "Flexibility of Al-Ijarah Contract Perspective of Islamic Economic Law," *al-Afkar, Journal For Islamic Studies* 7, no. 1 (2024): 762-87, https://al-afkar.com/index.php/Afkar_Journal/article/view/888.

²⁹ Farhani Putri Handayani, "Buying and Selling Second-hand Goods from Abroad (Thrifting) According to Fiqh Muamalah (Case Study Thrift Shop in Mataram)" (PhD Thesis, Universitas Islam Indonesia, 2023), <https://dspace.uui.ac.id/handle/123456789/46342>.

³⁰ Abdul Wahab, "Legal Consequences Of Unilateral Termination Of Distribution Contract By Principal Company Against Distributor," *International Significance of Notary* 5, no. 2 (2024): 12-27, <https://jim.unisma.ac.id/index.php/SIGN/article/view/24404>.

nature of the contract is not binding such as shirkah, wakalah, wadiah and loan contract. The second is not binding because it is still in a state of khiyar for the parties.

A nafidzah contract is an agreement that is carried out by fulfilling the rules and conditions and is free or free from the obstacles of the contract. In other words, this contract is a contract that will cause legal consequences legally and directly when it occurs without having to meet other requirements. The mauquf contract is a contract that is the opposite of the nafiz contract, meaning that this mauquf contract due to the law cannot be directly even though the contract has been made valid directly. Rather, there is still a dependence on the legal consequences of the interest. Like the contract made by a small child who has mumayyiz. Aqd adh-dhaman is an akad that transfers the burden of the risk of damage to the object of the contract to the parties who receive the object of the contract even if the circumstances force it to return it to the person who gives the object of the contract. The purpose of the dependency contract is to provide security or guarantee for the party receiving the guarantee against the risk of default or the inability of the other party to fulfill its financial obligations.

Aqd al-amanah is the party who gives the mandate (custodian) entrusts something to the party who receives the mandate (the responsible party) with the hope that the trust will be maintained, managed, or used properly in accordance with the wishes or instructions of the custodian, but the party who gives the mandate participates in maintaining responsibility for the object of the contract.³¹ The purpose of a trust contract is to maintain, protect, or manage something entrusted with honesty and reliability. The contract is dual, namely a contract that on the one hand is a dependent contract, but on the other hand it is a trust contract. For example, a lease where the rented brang is a mandate for the tenant, but the tenant has a dependency to pay and maintain the rented goods even though the tenant does not use the rented goods. The Tabarru contract is an agreement that aims to help to seek the pleasure of Allah SWT without any motivation to seek the slightest profit.³² Contracts that are included in this tabarru contract such as hibah contracts, wills, wakalah, qard and so on. In other words, this tabarru contract is any form of agreement whose purpose is not to seek profit or not to seek commerciality.

The Tijari contract is the opposite of the tabarru contract, meaning that this tijari contract is a contract that is used for the purpose of making a profit if it has fulfilled the principles and conditions of the contract.³³ The contracts that are included in this tijari contract are murabahah contracts, buy-sell contracts, musyarakah contracts. In another sense, this tijari contract is any form of contract that concerns the acquisition of profits. This contract on burden and free is an agreement that basically aims not to make a profit, only to help, but in the end it becomes a burden on the part of the recipient of the contract. An example in this contract is the debt and receivables contract, at first this contract aims to help those who owe, then in the end the debtor has the burden to return the object that has been owed. The Tijari contract stands in contrast to the Tabarru contract, as its primary purpose is to generate profit, provided it adheres to the established principles and conditions of a valid contract in Islamic

³¹ Rosidah, "TINJAUAN HUKUM ISLAM TERHADAP AKAD PENGHASILAN DALAM SISTEM MONETASI YOUTUBE," hal. 66.

³² Hendra Cipta, "Diskursus Konsep dan Prinsip Akad dalam Hukum Islam," *AS-SYARI'YYAH* 1, no. 1 (tt.): 63-90.

³³ Mardani, *Fiqh Ekonomi Syariah Fiqh Muamalah* (Jakarta: Prenamedia Group, 2015).

law. Tijari contracts are commercial in nature and are specifically designed to facilitate profit-driven transactions. Examples of contracts that fall under the Tijari category include murabahah (cost-plus sale contracts), buy-sell agreements, and musyarakah (partnership contracts). These contracts emphasize mutual benefit and are structured to ensure lawful financial gains within the framework of Islamic principles.

In essence, the Tijari contract represents any contractual agreement that directly involves profit acquisition. However, an interesting dynamic arises in contracts that begin with a non-commercial intent but eventually create financial obligations. For example, a debt or receivables contract may initially aim to assist the debtor without the intention of profit-making. The primary goal is to offer support or assistance, aligning with altruistic values. Yet, over time, the nature of the agreement may evolve into a financial burden for the debtor, as they are obligated to repay the owed amount or return the borrowed object. This dual aspect of contracts—those intended purely for commercial gain and those that inadvertently impose financial obligations—highlights the complexity of contractual arrangements in Islamic law. While the Tijari contract prioritizes profitability, its legitimacy is tied to adherence to ethical and legal standards, ensuring that all parties involved engage in fair and just transactions. This distinction further underscores the broader objectives of Islamic law in balancing profit-making with social welfare and justice.

Conclusion

An agreement, in essence, is the unification of *ijab* (offer) and *kabul* (acceptance), reflecting the mutual consent and will of two or more parties. This mutual expression of intent leads to the formation of a binding agreement, which has legal consequences for the object of the contract. Contracts in Islamic law can be classified into various categories based on specific criteria, reflecting the diversity and complexity of contractual arrangements. First, contracts can be categorized based on their names and recognized forms, such as sale, lease, or loan. Second, contracts are divided by their position within the broader legal framework, namely principal contracts that stand independently and accessory contracts that depend on a principal contract for their existence. Third, contracts can be classified based on time considerations, including tempo-based contracts that have specific timeframes and non-tempo contracts that do not specify a duration. Fourth, contracts are grouped by their formal requirements, distinguishing between formal contracts that require specific documentation or procedures and informal contracts that do not. Fifth, contracts can be categorized based on their compliance with *syarak* (Islamic law), as either *masyru* (permissible) contracts or prohibited contracts. Sixth, contracts are classified based on their validity, distinguishing between valid contracts that meet all legal requirements and invalid contracts that do not.

Seventh, contracts are differentiated by their binding nature, as either binding contracts that obligate parties to fulfill their terms or non-binding contracts that allow for withdrawal. Eighth, contracts can also be categorized by their enforceability, such as *nafiz* (fully enforceable) contracts and *mauquf* (suspended) contracts, where enforceability is contingent upon certain conditions. Ninth, contracts are grouped based on trust and dependence, including dependent contracts tied to external factors, trust contracts built on mutual trust, and double contracts that combine multiple elements. Lastly, contracts can be categorized

based on their intent and purpose, including badhah (gratuitous), tabarru (non-profit), and mu'awadhah (compensatory) contracts, as well as hybrid contracts that serve both charitable and compensatory purposes. This detailed categorization reflects the flexibility and comprehensiveness of Islamic contract law, ensuring that agreements can accommodate a wide range of contexts, purposes, and conditions. By addressing various dimensions of contracts, Islamic law provides a structured yet adaptable framework that upholds justice, equity, and ethical principles in all forms of transactions.

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