

Reconstruction of the Ijārah Contract ‘Alā Al-Manāfi’ in the Practice of Stall Rental in Sigli City Square: Analysis of Fairness in Pricing and Trader Protection

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Abstract

This study examines the practice of stall rental agreements at the Sigli City Square, Pidie Regency, Aceh, with a focus on the conformity between the concept of ijārah ‘alā al-manāfi’ in Islamic jurisprudence and its implementation in practice. The main issue lies in the discrepancy between normative principles and empirical realities. Normatively, the rental practice has fulfilled the essential elements of the contract, including the existence of clear benefits, a determined rental price, and mutual agreement between the parties. However, in practice, several weaknesses are identified, such as agreements conducted orally and tend to be unilateral without negotiation, as well as the application of a fixed daily rental fee of Rp5,000, locally known as “uang adat,” without considering differences in stall size or space. This condition potentially creates an imbalance between the benefits received and the payment made, thereby raising issues of fairness within the contract. This research employs a normative-empirical approach with a field research design. Data were collected through observation and interviews with traders and officials from the Department of Trade and Cooperatives of Pidie, supported by literature studies on Islamic jurisprudence, DSN-MUI Fatwa No. 112/DSN-MUI/X/2017, and Qanun Pidie No. 26/2011. The data were analyzed descriptively by comparing empirical practices with normative provisions. The findings indicate that, normatively, the rental practice is valid and in line with the concept of ijārah ‘alā al-manāfi’, particularly from the perspectives of the Hanafiyah and Malikiyah schools. However, its implementation has not fully reflected the principle of fairness due to the absence of standards that consider differences in benefits. Therefore, improvements are needed through written agreements, standardization of stall sizes, and better management practices to achieve optimal public welfare.

Keywords: Ijārah A’lā Al-Manāfi’, Stall Rental Agreement, Rental Price Determination

Abstrak

Penelitian ini mengkaji praktik perjanjian sewa lapak di Alun-Alun Kota Sigli, Kabupaten Pidie, Aceh, dengan fokus pada kesesuaian antara konsep akad ijārah ‘alā al-manāfi’ dalam fikih muamalah dan implementasinya di lapangan. Permasalahan utama terletak pada adanya ketidaksesuaian antara aspek normatif dan empiris. Secara normatif, praktik sewa telah memenuhi unsur dasar akad, seperti adanya manfaat, nilai sewa, dan kesepakatan para pihak. Namun, dalam pelaksanaannya masih ditemukan kelemahan, berupa perjanjian

yang dilakukan secara lisan dan cenderung sepihak tanpa ruang negosiasi, serta penerapan tarif sewa harian sebesar Rp5.000 yang dikenal sebagai "uang adat" tanpa mempertimbangkan perbedaan ukuran atau luas lapak. Kondisi ini berpotensi menimbulkan ketidakseimbangan antara manfaat yang diterima dan imbalan yang dibayarkan, sehingga memunculkan persoalan keadilan dalam akad. Penelitian ini menggunakan pendekatan normatif-empiris dengan jenis penelitian lapangan (*field research*). Data diperoleh melalui observasi dan wawancara dengan pedagang serta pihak Dinas Perdagangan dan Koperasi Kabupaten Pidie, serta didukung oleh studi kepustakaan terhadap literatur fikih muamalah, Fatwa DSN-MUI Nomor 112/DSN-MUI/X/2017, dan Qanun Pidie Nomor 26 Tahun 2011. Data dianalisis secara deskriptif untuk membandingkan praktik empiris dengan ketentuan normatif. Hasil penelitian menunjukkan bahwa praktik sewa lapak secara normatif sah dan sejalan dengan konsep *ijārah 'alā al-manāfi'*, termasuk dalam perspektif mazhab Hanafiyah dan Malikiyah. Namun demikian, implementasinya belum sepenuhnya mencerminkan prinsip keadilan karena belum adanya standar yang mempertimbangkan perbedaan manfaat. Oleh karena itu, diperlukan perbaikan melalui penyusunan perjanjian tertulis, standarisasi ukuran lapak, serta peningkatan kualitas pengelolaan agar tercapai kemaslahatan yang lebih optimal.

Kata Kunci: *Ijārah A'lā Al-Manāfi'*, Perjanjian Sewa Lapak, Penetapan Harga Sewa

A. Introduction

The use of public space as a means for community economic activities is a form of regional asset management that has strategic value, both from a social and economic perspective.¹ One example of this utilization is the practice of renting stalls to small traders in the Sigli City Square area, Pidie Regency, Aceh. This area not only serves as a public open space that serves as a center of community activity, but has also developed into a business location for small traders who depend on daily trading for their livelihood. The presence of these stalls in the area provides significant economic opportunities for the community, particularly for micro-entrepreneurs who need affordable business space with flexible systems.² In practice, stall rentals are made with a daily payment system of Rp5,000, known locally as "customary money." This system essentially provides convenience for vendors, as payment is only

¹ Sidi Ahyar Wiraguna, "Metode Normatif Dan Empiris Dalam Penelitian Hukum: Studi Eksploratif Di Indonesia," *Public Sphere: Jurnal Sosial Politik, Pemerintahan Dan Hukum* 3, No. 3 (2024), hlm. 63. <https://doi.org/10.59818/Jps.V3i3.1390>.

² Syaeful Bakhri, "Penataan Pedagang Kaki Lima: Resiliensi Usaha Di Masa Pandemi," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 6, No. 2 (2021): hlm 147, <https://doi.org/10.24235/Jm.V6i2.8878>.

required when they sell, thus minimizing the economic burden on vendors whose incomes are often uncertain.³

Although this system shows aspects of utility and flexibility, the practice of renting stalls in Sigli City Square still presents a number of issues that require attention, especially regarding the principle of fairness in determining rental prices and protection for small traders as tenants.⁴ Based on field conditions, there are differences in the size and area of the stalls used by vendors. For example, some use small stalls measuring around one meter, while others occupy larger stalls measuring several meters. However, all vendors are still charged the same rental rate without any classification based on size, strategic location, or economic benefit derived from the stalls.⁵ This situation has the potential to create an imbalance between the benefits received and the costs paid, giving rise to a perception of unfairness among vendors. If this situation persists without evaluation, it could lead to dissatisfaction, conflict, and a decline in public trust in the stall management system being implemented.⁶

From the perspective of Islamic economic law, the practice of renting stalls can be studied through the concept of the *ijārah ‘alā al-manāfi’* contract. The *ijārah ‘alā al-manāfi’* contract is a form of contract for the transfer of benefits over an item or facility to another party without transferring ownership of the item, in exchange for a certain agreed-upon reward (*ujrah*).⁷ This concept is a form of *muamalah* transaction that has long been recognized in Islamic jurisprudence and has a strong legal basis, both in the Qur'an, the Hadith, and the opinions of Islamic jurists. This contract requires several key principles, including clarity of the benefits that constitute the object of the contract, a clear determination of the rental value, the willingness of both parties, and fairness and transparency in the implementation of the contract.⁸

³ Wiraguna, "Metode Normatif Dan Empiris Dalam Penelitian Hukum: Studi Eksploratif Di Indonesia."

⁴ Indah Puspita Sari, Ria Anggraini, And Joni Hendra, "Mekanisme Ijarah Dalam Perspektif Syariah : Kejelasan, Keadilan, Dan Implikasi Hukum," *Jurnal Pendidikan Tambusai* 8, No. 3 (2024): hlm. 41185, File:///C:/Users/ASUS/Downloads/378.+JURNAL+INDAH-STAIN, Hlm 41185-41190.Pdf.

⁵ M Lugas Fadillah And Al Furqan, "SEWA MENYEWA MENURUT HUKUM ISLAM" 4, No. 1 (2026): hlm 49.

⁶ Rohma Dita Mulia And Royyan Ramdhani Djayusman, "Dinamika Akad Ijarah : Implikasi Penyimpangan Praktik Terhadap Keabsahan Akad Dalam Fiqih Muamalah" 6, No. 2 (2025): hlm 1641.

⁷ Sariyul Fatan And Riadhus Sholihin, "Analysis Of Contract Agreements Through Verbal And Its Consequences On Wages According To The Theory Of Ijarah Al- ' Amal : A Case Study At A Brick Factory In Gampong Miruek Taman , Aceh Besar , Indonesia" 7, No. 1 (2026): hlm 46.

⁸ Kajian Turats And D A N Kontemporer, "Akad Ijarah," 2025.

These principles are very important because the main purpose of contracts in Islam is not only to formally legalize transactions, but also to maintain a balance between the rights and obligations of the parties and to realize mutual benefit.⁹

Normatively, the practice of renting stalls in Sigli City Square actually fulfills the basic elements of the *ijārah 'alā al-manāfi'* contract.¹⁰ There are clear benefits, namely the use of the stall as a trading place, the existence of a predetermined rental value, and the existence of an agreement between the stall manager and the traders.¹¹ In addition, this practice also has positive legal legitimacy through Pidie Regency Qanun Number 26 of 2011 concerning Retribution for the Use of Regional Assets, which regulates that the use of regional assets can be subject to retribution as part of regional original income.¹² From a sharia legal perspective, this practice is also reinforced by the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 112/DSN-MUI/IX/2017 concerning the *ijarah* contract, which affirms that leasing activities are permissible as long as they comply with applicable sharia principles. Thus, formally and normatively, the practice of renting stalls in this area can be considered legitimate and justified.¹³

However, upon closer examination, there is a gap between the normative provisions of the *ijarah 'alā al-manāfi'* concept and its implementation in the field. One of the main issues is that the agreement is still made orally and has not been formalized in writing.¹⁴ This practice is considered simpler and more in line with local customs, but at the same time, it has the potential to create ambiguity, misunderstandings, and difficulties in proving the case of future disputes. Furthermore, the agreements tend to be unilateral, with the stall manager setting all the terms and conditions regarding price, usage time, and other rules without providing adequate room

⁹ Indah Puspita Sari, Ria Anggraini, And Joni Hendra, "Mekanisme Ijarah Dalam Perspektif Syariah : Kejelasan, Keadilan, Dan Implikasi Hukum." hlm. 41185.

¹⁰ Doli Witro Et Al., "Analisis Implementasi Akad Ijarah Di Perbankan Syariah Berdasarkan Regulasi Dan Fatwa," *Asy-Syari'ah* 23, No. 2 (2022): hlm 279, <https://doi.org/10.15575/As.V23i2.14141>.

¹¹ Bakhri, "Penataan Pedagang Kaki Lima: Resiliensi Usaha Di Masa Pandemi." hlm 147.

¹² "2011-Qanun-No.26-Tahun-2011-Retribusi-Pemakaian-Kekayaan-Daerah.Pdf," N.D.

¹³ Dewan Syariah Nasional Majelis Ulama Indonesia, "Fatwa Dewan Syari'ah Nasional No: 112/DSN-MUI/IX/2017 Tentang Ijarah," *Himpunan Fatwa DSN MUI*, no. 021 (2017): hlm 4.

¹⁴ Panji Adam Agus Putra, "The Application of Ijtihād Takhrīj in Contemporary Sharia Business," *Al-Muamalat: Jurnal Ekonomi Syariah* 11, no. 2 (2024): hlm 302, <https://doi.org/10.15575/am.v11i2.35389>.

for negotiation for the vendor.¹⁵ In conditions like this, the position of the trader as the lessee becomes relatively weak, because they are only given the choice to accept or reject the conditions that have been set.¹⁶

Another important issue is the suboptimal implementation of the principle of transparency in determining rental prices. Although a daily rate of Rp5,000 has been accepted as part of the prevailing custom ('urf), the lack of written standards regarding stall size, strategic zoning, or detailed basis for rate calculations has resulted in the current system being heavily reliant on informal practices.¹⁷ In muamalah jurisprudence, the existence of 'urf can indeed be used as a basis for legal considerations as long as it does not conflict with sharia principles. However, if the practice has the potential for injustice or harm to one of the parties, evaluation and improvement are necessary to ensure that the contract remains in line with the values of justice and the public interest.¹⁸

Therefore, research into the practice of stall rental agreements in Sigli City Square is crucial. This study aims not only to assess the practice's compliance with the concept of *ijārah 'alā al-manāfi'* in muamalah jurisprudence, but also to identify any weaknesses that still exist in its implementation.¹⁹ Therefore, research into the practice of stall rental agreements in Sigli City Square is crucial. This study aims not only to assess the practice's compliance with the concept of *ijārah 'alā al-manāfi'* in muamalah jurisprudence, but also to identify any weaknesses that still exist in its implementation.²⁰

Thus, the practice of renting stalls in Sigli City Square is expected to not only support the optimization of Regional Original Income (PAD) but also create a public space management system that aligns with the principles of justice, benefit, and welfare in Islamic economic law. This research is crucial as part of efforts to present a public asset management model that is not solely oriented towards economic profit but also upholds the values of social justice and protection for the poor.

¹⁵ Arief wawancara pada tanggal 24 Maret 2026.

¹⁶ Pendapatan Asli Daerah and Charles Z Nilla, "Analisis Pemanfaatan Barang Milik Daerah Untuk Meningkatkan Pendapatan Asli Daerah" 5 (2022): hlm 302.

¹⁷ Agus Putra, "The Application of Ijtihād Takhrīj in Contemporary Sharia Business." Hlm 41185.

¹⁸ Indah Puspita Sari, Ria Anggraini, And Joni Hendra, "Mekanisme Ijarah Dalam Perspektif Syariah : Kejelasan, Keadilan, Dan Implikasi Hukum." Hlm 49.

¹⁹ Fadillah And Furqan, "SEWA MENYEWA MENURUT HUKUM ISLAM." Hlm 283.

²⁰ Saprida Saprida, Zuul Fitriani Umari, And Zuul Fitriana Umari, "Sosialisasi Ijarah Dalam Hukum Islam," *AKM: Aksi Kepada Masyarakat* 3, No. 2 (2023): 283-90, <https://doi.org/10.36908/Akm.V3i2.647>.

B. Research Methods

In this study, the approach used is an empirical normative approach, namely a method that examines the law not only from the normative aspect in the form of laws and regulations, but also based on the reality or facts that occur in the field. This approach aims to examine the stall rental agreement in Sigli City Square, including the determination of prices according to the concept of the *ijārah ‘alā al-manāfi* contract. Through this approach, the researcher examines the practice of agreements between traders and the Department of Trade and Cooperatives (Disdagkop) of Pidie Regency by emphasizing two main aspects, namely the form of implementation and the parties' understanding of the rental agreement in daily practice, as well as the mechanism for determining the stall rental price and the extent of its contribution to regional income. The type of research used is qualitative research with a descriptive analysis method, which aims to describe and explain in real terms various facts related to the object of study through data collected from various sources, especially regarding the stall rental agreement in Sigli City Square and the ability of traders to fulfill the stipulated rental payment obligations. In the data collection process, this study uses a strategic method to obtain objective, valid, and scientifically sound information, by classifying data sources into two types, namely primary data and secondary data. Primary data is obtained directly from the main source through observation and face-to-face interviews with traders who rent stalls in the Sigli town square area, thus producing in-depth and relevant information to the focus of the study. Meanwhile, secondary data is obtained indirectly as a complement to primary data through library research by reviewing various literature, official documents, and expert opinions related to the concept of *ijārah ‘alā al-manāfi* and positive legal regulations regarding the utilization of State Property (BMN) and Regional Property (BMD), so that all the data obtained can strengthen the analysis in this study.

C. Discussion and And Research Results

Stall Rental Practices and Pricing Mechanisms in Sigli City Square

The practice of renting stalls in the Sigli City Square area is a form of public space utilization that provides economic benefits to the community, especially small traders and informal business actors. The system implemented by the local government through the Pidie Regency Trade and Cooperatives Office is essentially a form of rental agreement for the benefit of business premises, whereby traders obtain the right to use the stalls for

trading in exchange for payment of a predetermined rental fee. In practice, this stall rental system is carried out simply with a daily rate of Rp5,000, known locally as "customary money."²¹

The payment mechanism is implemented directly when the seller sells, so they only pay when they actually use the stall. This system offers significant flexibility, especially for small traders with irregular incomes. This allows traders to adjust their financial burden to their daily business circumstances. From a social perspective, this practice is seen as significantly helpful for the community in gaining access to businesses at a low cost.

However, based on the results of observations and interviews in the field, it was found that the practice of renting stalls was still carried out using a predominantly verbal form of agreement.²² There is no written document that formally explains the contents of the agreement, the rights and obligations of each party, or the technical provisions regarding the use of the stall. The agreement usually consists of only an agreement between the management and the vendor regarding daily rental payments.

This form of oral contract can still be considered valid from a fiqh perspective as long as it fulfills the elements of ijab and qabul and is based on the consent of the parties. However, in modern practice, the lack of written documentation can give rise to legal issues, especially if a dispute arises later.²³ In addition, the agreements in force also tend to be one-sided, because all the provisions have been determined in advance by the manager, while traders are only given the option to accept or reject.

Another prominent issue is the pricing mechanism, which fails to account for differences in stall size or strategic location. Some vendors occupy relatively small spaces, while others occupy larger areas or are in more economically advantageous locations. Despite this, all vendors are charged the same rate. This raises questions about the proportionality of the benefits received compared to the costs paid.²⁴

Furthermore, some vendors do not fully understand their rights and obligations as tenants. They generally only understand the obligation to pay rent, without a clear understanding of their rights to protection regarding the use of their stalls, the limits of their responsibilities regarding facilities, or

²¹ "2011-Qanun-No.26-Tahun-2011-Retribusi-Pemakaian-Kekayaan-Daerah.Pdf."

²² Akhyar Wawancara pada tanggal 25 April 2026.

²³ Neni Hardiati, Fitriani, And Tia Kusmawati, "Akad Ijarah Dalam Perspektif Fuqaha Serta Relevansinya Terhadap Perkembangan Ekonomi," *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 1, No. 9 (2024): hlm. 187, <https://doi.org/10.5281/zenodo.11204342>.

²⁴ Mulia And Djayusman, "Dinamika Akad Ijarah : Implikasi Penyimpangan Praktik Terhadap Keabsahan Akad Dalam Fiqih Muamalah." hlm. 353.

procedures for problems with management. This situation indicates that stall rental practices in Sigli City Square still require strengthening in terms of administration, transparency, and legal education for all parties.

The Concept of Ijārah 'Alā Al-Manāfi' in Sharia Economic Law

From the perspective of Islamic economic law, the practice of renting a stall falls under the *ijārah 'alā al-manāfi'* contract, which is a contract for transferring the beneficial rights to an item without transferring ownership of the item. In this contract, the beneficial owner is called *mu'jir*, while the lessee is called *musta'jir*, with the payment of compensation known as *ujrah*.²⁵

The *ijārah* contract is a form of *muamalah* transaction that is permitted in Islam as long as it fulfills the pillars and conditions that have been determined. The pillars of an *ijārah* contract include the existence of the contracting parties, the existence of a clear object of benefit, the existence of a known rental value, and the existence of *sighat*, *ijab* and *qabul* which show agreement. All of these elements aim to ensure clarity, certainty and fairness in the legal relationship between the parties.

In the context of renting a stall in Sigli City Square, the object of the contract, the benefit of using the business premises, can be categorized as a *halal* benefit and justified by Sharia law, as it is used for legitimate trading activities. The rental value was also determined from the outset, at IDR 5,000 per day. Thus, the basic elements of the *ijarah* contract have been normatively fulfilled.²⁶

However, Islamic economic law emphasizes not only the formal validity of the contract but also considers moral principles and justice in its implementation. One important principle in the *ijārah* contract is *al-'adālah*, or justice. The rental price must be commensurate with the benefits received by the lessee. If the benefits differ significantly, then ideally the amount of *ujrah* can also be adjusted. In addition to the principle of justice, there is also the principle of transparency (*al-wuḍūḥ*), which is clarity regarding the leased object, the amount of fees, the duration, and the rights and obligations of each party. Ambiguity in the contract has the potential to give rise to *gharar*, an uncertainty that can harm one of the parties.

In *muamalah* jurisprudence, the principle of protecting the weaker party in a transaction is also recognized. In this context, small traders as tenants need to obtain guaranteed legal protection to avoid being treated

²⁵ Rizki Okta Priansa Et Al., "Contractual Justice In Traditional Market Leasing: An *Ijārah*-Based Analysis At Pasar Kalangan," *APLIKATIF: Journal Of Research Trends In Social Sciences And Humanities* 4, No. 3 (2025): hlm. 353, <https://doi.org/10.59110/Aplikatif.V4i3.698>.

²⁶ "2011-Qanun-No.26-Tahun-2011-Retribusi-Pemakaian-Kekayaan-Daerah.Pdf."

unfairly, whether in pricing, access to stalls, or certainty of use of business premises. Therefore, the *ijārah 'alā al-manāfi'* contract is not merely a legal lease, but rather an instrument for realizing a fair, balanced economic relationship that benefits all parties.²⁷

Analysis of Fairness in Pricing and Trader Protection

When analyzed based on the principles of Islamic economic law, the practice of setting stall rental prices in Sigli City Square reveals two distinct sides. On the one hand, the fixed rate of Rp5,000 per day provides convenience, simplicity, and accessibility for small traders. This rate is relatively low and allows people with limited capital to continue running their businesses. However, on the other hand, applying a uniform rate without considering stall size or the strategic value of the location raises issues of distributive justice. Traders who derive greater economic benefits pay the same amount as those who derive less. From a sharia perspective, this situation can be seen as not fully reflecting the balance between benefits and *ujrah*.²⁸

Transparency also remains a challenge. Despite the legal basis for this, Pidie Regency Regulation No. 26 of 2011, many traders are unaware of the detailed basis for setting these rates.²⁹ The lack of written standards for stall classification and a transparent calculation system has led some traders to simply accept existing conditions without adequate understanding. In terms of legal protection, traders' position is also relatively weak. Because contracts are made verbally and tend to be unilateral, traders lack documentation that can serve as evidence in the event of a dispute.³⁰

Furthermore, there is no clear complaint or dispute resolution mechanism communicated to tenants. In Islamic economic law, protecting small traders is part of the principle of *maslahah*, which is the effort to create public benefits and prevent losses. Therefore, stall management should not only focus on collecting regional levies, but also consider the sustainability of the business and the welfare of traders as part of the community in need of economic support.³¹

Reconstruction of the Sharia-Based Stall Rental Contract Mode

²⁷ M. Ainun Imam, Khaerul Aqbar, And Muh. Dzul Fadli S., "Studi Perbandingan Hukum Ijarah Dalam Perspektif Fikih Muamalah Dan Hukum Positif," *Al-Qiblah: Jurnal Studi Islam Dan Bahasa Arab* 2, No. 3 (July 14, 2023): hlm. 234, <https://doi.org/10.36701/Qiblah.V2i3.988>.

²⁸ Rahmah Salsabila Al Maghfuri And Muhammad Yazid, "Analisis Akad Ijarah Pada Sistem Kerja Platform Digital: Perspektif Fiqih Kontemporer," *Rashid : Journal Of Economic* 1, No. 2 (2025): hlm. 140, <https://doi.org/10.65065/C42ht291>.

³⁰ "2011-Qanun-No.26-Tahun-2011-Retribusi-Pemakaian-Kekayaan Daerah.Pdf."

³¹ Abdul Rahman Prakoso, "Jurnal Ilmiah Mahasiswa Studi Syariah, Hukum Dan Filantropi," *Jurnal Al Hakim* Volume 4 N, No. 2685-2225 (2022): hlm. 2722.

Based on research findings, reconstruction of the stall rental contract model is needed to better align it with the principles of Sharia justice. This reconstruction can be achieved through several strategic steps

First, a simple written agreement needs to be implemented which contains the identities of the parties, the rental object, the amount of *ujrah*, rights and obligations, as well as a dispute resolution mechanism. Even though it is simple, this document is important to provide legal certainty and protection for traders.³² Second, it is necessary to standardize stall sizes and classify locations. Stalls can be grouped based on their size and strategic location, so that rates are more proportional to the benefits received by the tenant. This way, the principle of fairness in the *ijarah* contract can be more effectively realized.³³

Third, transparency is needed regarding the legal basis and mechanism for setting rates. Merchants must be provided with an understanding of the reasons for setting fees, their rights as tenants, and the obligations they must fulfill.³⁴ Fourth, it is crucial to educate traders and managers about Sharia economic law. A good understanding of the *ijarah* contract will help the parties conduct their rental relationships more responsibly and in accordance with Sharia principles.³⁵

Fifth, local governments can consider using digital payment systems to improve efficiency, accountability, and transparency in retribution management. Through this reconstruction, it is hoped that the stall rental model in Sigli City Square will not only be normatively valid but also reflect the values of justice, utility, and social protection as emphasized in Islamic economic law.

D. Conclusion

This study concludes that the practice of renting stalls in Sigli City Square is basically in accordance with the concept of *ijārah ‘alā al-manāfi’* contract in *muamalah* jurisprudence, as supported by DSN-MUI Fatwa Number 112/DSN-MUI/X/2017 and Pidie Regency Qanun Number 26 of 2011. The daily rental system of Rp5,000 known as customary money provides convenience and flexibility for small traders and contributes to Regional

³² Daerah And Nilla, "Analisis Pemanfaatan Barang Milik Daerah Untuk Meningkatkan Pendapatan Asli Daerah." hlm. 86.

³³ Muyassar, Mustaqilla, And Iqbal, "The Reality Of Shop Rental Prices And Tenants ' Income Capacity In Ij Ā Rah ' AlĀ Al-Man Ā Fi ' Agreements In Banda Aceh." hlm. 1.

³⁴ Azrul Azwar, "Perpustakaan Universitas Indonesia >> Buku Teks," 1982, 1, <https://doi.org/10.1002/zaac.201300446>. hlm. 395.

³⁵ Rizka Munawarah, Hasnul Arifin Melayu, And Nurul Fitria, "Pricing System In Land Leasing In Review Of Ijārah 'Ala Al-Manāfi' Contract," *JURISTA: Jurnal Hukum Dan Keadilan* 8, No. 1 (2024): hlm. 414, <https://doi.org/10.22373/jurista.V8i1.149>.

Original Income (PAD). However, optimization of regional revenue is still influenced by various factors, such as weather conditions, the number of irregular traders, and varying levels of payment compliance.

On the other hand, the implementation of stall rentals still faces several obstacles, primarily because agreements are made verbally and lack a more structured administrative mechanism. Therefore, improvements are needed through the preparation of written agreements, increased public awareness of the principles of ijarah contracts, the development of technical standards for stall management, and the development of a more effective and transparent payment system. These steps are expected to increase legal certainty, accountability, and the benefit of stall rental practices in accordance with Islamic economic principles.

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