



THE LEASE OF SOUND HOREG: A Fiqh MUAMALAH PERSPECTIVE

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Abstract

This study aims to analyze the legality of the lease of sound horeg from a Fiqh Muamalah perspective. The widespread use of sound horeg in various community activities often gives rise to issues related to noise disturbance, damage to public and private property, public order, potential social conflict, health problems, and even death. In the context of Fiqh Muamalah, lease contracts (ijarah) are fundamentally permissible as long as they fulfill the prescribed pillars and conditions and do not contain elements of harm (maḍarrah). This research employs a literature study method with a normative-theological approach, examining Qur'anic evidence, hadith, and juristic maxims. The findings indicate that renting sound horeg is legally permissible (mubāḥ) when its implementation complies with the pillars and conditions of leasing. Conversely, if the use of sound horeg leads to harm—such as extreme noise (operating at volumes exceeding WHO standards/85 decibels for an 8-hour exposure duration), damage to public or private property, harm to auditory health, social conflict, disturbance of public order, destruction of marine ecosystems, or causing death to humans or marine life—then the leasing arrangement becomes impermissible. This prohibition is grounded in several Qur'anic verses, including Q.S. al-Baqarah 2:195, which forbids actions that endanger oneself or others; Q.S. al-Ahzāb 33:58, which prohibits causing harm to fellow believers without just cause; and Q.S. al-A'rāf 7:74, which emphasizes the prohibition of spreading corruption on earth. It is also supported by Prophetic traditions forbidding actions that harm oneself or others, along with the warning that those who burden or endanger others will themselves be burdened and endangered by God. Moreover, several juristic maxims apply, such as lā ḍarar wa lā ḍirār, al-ḍarar yudfā' bi-qadri al-imkān, and dar' al-mafāsīd muqaddam 'alā jalb al-maṣāliḥ).

Keywords: Lease, Ijarah, Sound Horeg, Fiqh, Muamalah



Abstrak

Penelitian ini bertujuan untuk menganalisis hukum sewa-menyewa sound horeg dalam perspektif Fiqh Muamalah. Fenomena penggunaan sound horeg dalam berbagai kegiatan masyarakat seringkali menimbulkan persoalan terkait kebisingan, kerusakan property umum dan pribadi, ketertiban umum, potensi konflik sosial, gangguan kesehatan, bahkan kematian. Dalam konteks fikih muamalah, akad sewa-menyewa (*ijarah*) pada dasarnya diperbolehkan selama memenuhi rukun dan syarat yang telah ditetapkan, serta tidak mengandung unsur mudharat. Penelitian ini menggunakan metode studi kepustakaan dengan pendekatan normatif-teologis, menelaah dalil Al-Qur'an, hadits dan kaidah fikih. Hasil penelitian menunjukkan bahwa praktik sewa-menyewa sound horeg hukumnya mubah apabila pelaksanaannya sesuai rukun dan syarat sewa menyewa. Sebaliknya, apabila penggunaan sound horeg menimbulkan *mudharat*, seperti kebisingan ekstrem (menerapkan volume melebihi standar yang ditetapkan oleh WHO/ 85 desibel untuk paparan selama 8 jam), merusak property umum maupun pribadi, merusak kesehatan organ pendengaran, menimbulkan konflik sosial, mengganggu ketertiban umum, merusak ekosistem laut dan mengakibatkan kematian, baik pada manusia maupun biota laut, maka hukum sewa-menyewa tersebut menjadi tidak diperbolehkan. Larangan ini didasarkan pada berbagai dalil Al-Qur'an, seperti QS. Al-Baqarah: 195 yang melarang perbuatan yang membinasakan diri dan orang lain, QS. Al-Ahzab: 58 yang melarang menyakiti sesama mukmin tanpa alasan yang benar, serta QS. Al-A'raf: 74 yang menegaskan larangan membuat kerusakan di muka bumi. Hadis Nabi yang melarang membahayakan diri sendiri maupun orang lain serta ancaman Allah kepada orang yang membahayakan dan mempersulit orang lain, maka Allah akan membahayakannya dan mempersulitnya. Selain itu, sejumlah kaidah fikih seperti *la-darar yuzāl*, *al-darar yudfa'*, *biqadri al-imbān*, serta *dar'u al-mafāsid muqaddam 'alā jalb al-maṣāliḥ*.

Kata Kunci: Sewa menyewa, *Ijarah*, *Sound Horeg*, Fiqh, Muamalah

A. Introduction

The development of the times and the advancement of technology have driven the emergence of numerous discoveries and innovations¹ that have resulted in significant changes in human lifestyles, behavior, and social interaction.² This phenomenon is natural and inevitable, as it has become an inherent demand of modern society.³

One of the products of rapid technological development is the sound system. Initially, this device was used in positive social and cultural activities such as *shalawatan*, carnivals, weddings, theater performances, concerts, and other forms of

¹ Pandu Arya Winanda dan Syariful Alam, "Behind The Scenes Implementation of Islamic Law and Positive Law in Responding To 'Sound Horeg' In Indonesia", *Legal Brief*, Vol. 14 No. 3, 2025, hlm. 809, <https://legal.isha.or.id/index.php/legal/index>.

² Ihsan Helmi Lubis, "Putusan Mahkamah Agung Nomor. 37/P/HUM/2017 (Ditinjau dari Asas Keadilan)", *Yurisprudentia: Jurnal Hukum Ekonomi*, Vol. 7 No. 1, 2021, hlm. 1.

³ Ihsan Helmi Lubis, "Jual Beli Mystery Box dalam E-Marketplace Ditinjau dari Perspektif Hukum Ekonomi Syariah", *Yurisprudentia: Jurnal Hukum Ekonomi*, Vol. 10 No. 2, 2024, hlm. 267, <https://doi.org/10.24952/yurisprudentia.v10i2.13748>.



public entertainment, all within reasonable volume limits that did not disturb public order. However, a new phenomenon has emerged within society: the practice of renting sound systems equipped with extremely high-powered amplifiers and speakers that produce excessively loud sound volumes, far beyond comfort—let alone health—thresholds. These sound systems are popularly known as “Sound *Horeg*.” Such activities have generated complex conflicts, as what was once a medium of entertainment has now transformed into a lifestyle.

From a health perspective, exposure to sound *horeg* often exceeds 90–135 dB (decibels). This level of noise can potentially cause hearing disorders⁴ (*tinnitus*) and even deafness, increase the risk of heart attacks due to acoustic stress, and lead to other physiological impacts that may result in death. Moreover, the vibrations produced can damage public facilities and private property.⁵ From a social standpoint, the presence of sound *horeg* triggers horizontal conflicts and disrupts community peace. For example, a man from Kepung Village, Kediri (1/8/2025), named Eko, received threats and intimidation from the sound *horeg* community after expressing a protest and objection against an event that used such equipment.⁶ Another example is the unrest that occurred in Waturoyo Village, Pati Regency (12/8/2024), triggered by a housewife who sprayed water with a hose at a carnival group passing in front of residents’ homes during a traffic jam—an act rooted in her discomfort due to the extremely loud sound produced by the group’s sound *horeg* equipment.⁷

As a part of daily practices that have grown massively, “sound *horeg*” requires deeper analysis, particularly from the perspective of muamalah (in relation to *ijarah* contracts). Essentially, within the framework of fiqh muamalah, the practice of *ijarah* (leasing and renting) is common and permissible. The same applies to the lease of sound *horeg*. However, Islamic law provides clear boundaries regarding which practices are permissible and which are prohibited. These limitations can be examined through the

⁴ Ahmad Fauzi, dkk, “Pengaruh Sound Horeg Terhadap Lingkungan Sekitar Dalam Perspektif Ayat Al-Qur’an Surat Al-A’raf Ayat 31 Pada Penafsiran Ibnu Katsir”, *Journal of International Multidisciplinary Research*, Vol. 2 No. 11, 2024, hlm. 170, <https://doi.org/10.62504/jimr973>.

⁵ Annisa Rahma Pratiwi, “Persepsi dan Sikap Majelis Ulama Indonesia (MUI) Terhadap Sound Horeg Serta Kritik Terhadap Budaya Lokal”, *Jurnal Jendela Hukum*, Vol. 12 No. 2, 2025, hlm. 142

⁶ Daviq Umar Al Faruq, Warga Kediri Diteror Usai Protes Sound Horeg, <https://www.metrotvnews.com/read/N4EC4WWV-warga-kediri-diteror-usai-protos-sound-horeg>, diakses pada 15 Oktober 2025.

⁷ Dian Utoro Aji, Kronologi Heboh Emak-emak Siram Karnaval Sound Horeg di Pati Berujung Damai, <https://www.detik.com/jateng/berita/d-7486607/kronologi-heboh-emak-emak-siram-karnaval-sound-horeg-di-pati-berujung-damai>, diakses pada 15 Oktober 2025.



pillars (*arkan*) and conditions (*shurut*) of an *ijarah* contract. One of the pillars of *ijarah* is that the benefit of the object must constitute *maal mutaqawwim* (something whose use is permissible according to Islamic law) and must not contradict the principles of *syara*.⁸ Therefore, Islam prohibits renting someone to teach magic, hiring a hitman, or renting out a house to be used as a place of worship for another religion.⁹ Additionally, the benefit derived from an *ijarah* object must not cause harm to the contracting parties nor to the surrounding community affected by the contract.

This issue is further exacerbated by the frequent occurrence of leases conducted without a clear formal contract, the absence of explicit usage limits, and insufficient oversight from renters regarding the impact of sound *horeg* usage. Hence, an important question arises: is the benefit derived from sound *horeg* in lease practices legally valid from a sharia perspective when it causes evident harm to the surrounding community? And has this practice fulfilled the pillars and conditions of *ijarah* comprehensively, particularly regarding the clarity and permissibility of its benefits?

Previous studies on sound *horeg* have been conducted, but most remain focused on the intersection between local culture and the law, as well as its social and economic impacts. For instance, an article by Elham Wulan Aprilian et al., *The Impact of Sound Horeg Parades on the Socio-Economic Conditions of the People of Bumirejo Village, Blitar Regency*, found that economically, such activities provide opportunities for local entrepreneurs to earn additional income. Socially, they strengthen cooperation among community members, yet they also disturb comfort, especially for the elderly and children.¹⁰

Another study, a thesis written by Auliana Salsabila Fitria titled *Legal Supervision of Renters Using Gigantic Sound Systems Exceeding Decibel Limits from the Perspective of Positive Law and Maqashid Syariah (A Study at the Civil Service Police Unit of Malang Regency)*, concluded that Satpol PP's oversight of excessive sound *horeg* usage remains ineffective. This is influenced by community support for loud sounds, the perception that it is part of local culture, and the lack of legal and health awareness.

⁸ Abdul Rahman Ghazaly, dkk, *Fikih Muamalat* (Jakarta: Kencana Prenada Media Group, 2012), hlm. 31. <<https://repository.uinjkt.ac.id/dspace/bitstream/123456789/63018/1/16>. Editor_Buku referensi_Fiqh Muamalah.pdf>.

⁹ Syaikh, dkk, *Fikih Muamalah: Memahami Konsep dan Dialektika Kontemporer* (Yogyakarta: K-Media, 2020), hlm. 140.

¹⁰ Elham Wulan Aprilian, dkk, "Dampak Parade Sound Horeg terhadap Kondisi Sosial Ekonomi Masyarakat Desa Bumirejo, Kabupaten Blitar" *Jurnal Intervensi Sosial (JINS)*, Vol. 4 No. 1, hlm. 19.



Nevertheless, the police have taken measures such as setting a sound limit of 60 dB and operational time until 23:00 WIB, following up on public reports, conducting sound measurements, and collaborating with communities to promote regulations. From the perspective of *maqashid syariah*, particularly *hifdz al-nafs* (protection of life) and *hifdz al-mal* (protection of property), the study highlights the importance of legal supervision. Excessive sound *horeg* usage may endanger health, damage public facilities, and cause physical and material harm to society.¹¹

Although these studies provide theoretical insights, none have specifically examined the sound *horeg* phenomenon from the perspective of *muamalah*, particularly regarding the *ijarah* (lease) contracts involved. Therefore, this research seeks to fill that gap by offering a comprehensive analysis that bridges social realities with the principles of Islamic transactional law. Additionally, this study aims not only to assess the conformity of current practices with the principles of *ijarah*, but also to provide normative guidance so that economic activities in this service sector do not deviate from Islamic legal principles—especially those related to permissible benefits that do not harm others.

B. Research Method

The method employed in this study is library research, specifically intended to examine the lease practice (*ijarah*) of sound *horeg* from the perspective of Islamic law, particularly within the framework of *fiqh muamalah*. This study adopts a normative-theological approach, meaning that the phenomenon (the lease practice of sound *horeg*) is analyzed based on the principles of Islamic jurisprudence.

The primary data sources of this research consist of academic literature such as books, scholarly journals, and conference proceedings that discuss the research topic comprehensively. By utilizing credible library materials, this study aims to present a thorough scientific perspective.

The collected data were then analyzed comprehensively using content analysis, by identifying key concepts within *ijarah* and subsequently comparing them with the actual lease practices of sound *horeg* occurring in society.

¹¹ Auliana Salsabila Fitria, 'Pengawasan Hukum Terhadap Penyewa Pengguna Sound Gigantic Yang Melebihi Batas Desibel Perspektif Hukum Positif Dan Maqashid Syariah (Studi Di Satuan Polisi Pamong Praja Kabupaten Malang)', *Universitas Islam Negeri Maulana Malik Ibrahim Malang*, 2025, hlm. 81-82.



C. The Lease Of Sound Horeg: A Fiqh Muamalah Perspective

Before discussing the legal status of renting sound *horeg* in a more comprehensive manner, it is necessary to first explain what is meant by sound *horeg*. Linguistically, the term *sound* comes from English, meaning “voice” or “sound,” while *horeg* originates from Javanese, meaning “vibrating” or “moving.” Thus, sound *horeg* can be defined literally as sound that produces vibration¹² due to the use of extremely high-powered amplifiers and speakers, resulting in an extreme volume level that far exceeds comfort thresholds and even endangers the listener’s health. Sound *horeg* first emerged in East Java, particularly in Malang City around 2014, before spreading to other regions such as Pati, Blitar, Jember, Kudus, Demak, and Rembang.

In linguistic terms, renting (lease) is referred to as *ijarah*,¹³ derived from the word *al-ajru*,¹⁴ which means *al-iwadh* (compensation).¹⁵ *Ijarah* is also known as *bai’ul manfa’ati*¹⁶ (the sale of usufruct/benefit).¹⁷ It refers to compensation given for work¹⁸ or services.¹⁹ Technically, *ijarah* is defined as follows:

1. The Hanafis define *ijarah* as a contract over a benefit accompanied by compensation.²⁰
2. The Malikis and Hanbalis define *ijarah* as a contract for ownership of a permissible benefit (*mubah*) for a specified period, accompanied by compensation.²¹

¹² Adila VM, Sound Horeg Adalah: Mengenal Asal-usul dan Ciri-cirinya!, <https://www.gramedia.com/best-seller/sound-horeg-adalah/>, diakses pada 15 Oktober 2025.

¹³ Dito Anurogo, dkk, *Pengantar Fiqh Muamalah* (Solok: PT Mafy Media Literasi Indonesia, 2023), hlm. 35.

¹⁴ Dina Agustin, dkk, “Analisis Hukum Ekonomi Syari’ah dan Hukum Positif terhadap Kerusakan dalam Sewa-Menyewa Kost (Studi di Wisma Karnetta Putri Sukarama Bandar Lampung)”, *Al Itmamiy: Jurnal Hukum Ekonomi Syariah*, Vol. 6 No. 2, 2024, hlm. 20.

¹⁵ Hamsah Hudafi dan Ahmad Budi Lakuanine, “Penerapan Akad *Ijarah* Dalam Produk Pembiayaan Bank Syariah”, *Mutawazin (Jurnal Ekonomi Syariah IAIN Sultan Amai Gorontalo)*, Vol. 2 No. 1, 2021, hlm. 44.

¹⁶ Enceng Iip Syaripudin dan Rosita, “Analisis Hukum Ekonomi Syari’ah tentang Praktik Sewa Menyewa Tanah dalam Sistem Pembayaran Hasil Panen (Studi Kasus Di Gunung Papandayan Desa Cisero Kecamatan Cisurupa)”, *Jurnal Jhesy*, Vol. 1 No. 1, 2022, hlm. 5, <<https://doi.org/10.37968/jhesy.v1i1.94>>.

¹⁷ Nurjanah dan Akhmad Haries, “Implementasi Fatwa No. 112DSN-MUI/IX/2017 Tentang *Ijarah* Studi Pada Penyewaan Gedung Serbaguna di Samarinda Seberang, *Ghaly: Journal of Islamic Economic Law*, Vol 3 No. 1, 2025, hlm. 72.

¹⁸ Joko Prabowo dan Joni Hendra, “Sewa dalam Islam”, *Jurnal Penelitian Ilmiah Multidisiplin* Vol. 8 No. 10, 2024, hlm. 84.

¹⁹ Syekh A’la al-Din Al-Za’tari, *Fiqh Muanalat Al-Maliyah Al-Muqarin: Shiyaghah Jadidah Wa Amsilah Mu’asyirah* (Damaskus: Dar al-Ashma’, 2008).

²⁰ Hendi Suhendi, “Fiqh Muamalah” (Jakarta: Rajawali Pers, 2002), hlm. 114.

²¹ Abu Azam Al Hadi, *Fiqh Muammalah Kontemporer* (Depok: PT. Raja Grafindo Persada, 2017), hlm. 80.



3. The Shafi'i define *ijarah* as a contract to obtain a permissible benefit under Islamic law in exchange for compensation and within a time period agreed upon by both parties.²²
4. Shaykh Shihab and Shaykh Umairah define *ijarah* as a contract over a known benefit between the contracting parties (*mu'jir* and *musta'jir*) that is intentionally exchanged with a mutually acknowledged compensation at that moment.²³
5. The majority of scholars (*jumhur ulama*) define *ijarah* as *isti'jar*, namely the transfer of ownership of the benefit of an item or service accompanied by compensation.²⁴
6. Syafii Antonio defines *ijarah* as a type of contract that transfers the right of use of an asset or service through a lease mechanism without transferring ownership of the asset.²⁵

Based on these various definitions, it can be understood that *ijarah* is a contract of wage-based exchange or leasing of benefits of an object for a specific duration (as agreed upon by the *mu'jir* and *musta'jir*) without transferring the ownership of the object itself.

The position of the pillars (*arkan*) and conditions (*shurut*) in leasing (*ijarah*) determines whether the transaction is valid or invalid. In other words, the pillars and conditions must both be fulfilled in an *ijarah* contract; it is insufficient for only the pillars to be met without the conditions, or vice versa. The majority of scholars agree that the pillars of *ijarah* consist of four components: *al-'aqidain*, *shighat al-'aqd*, *ujrah* and *ma'qud 'alaih*.²⁶

1. Al-'Aqidain

²² Jamal Abdul Aziz, "Akad Muamalah Klasik dari Konsep Fikih ke Produk Perbankan" (Yogyakarta: Kalimedia, 2022), hlm. 83.

²³ Deni Konkon Furkony dan Asydad Malik Muhammad, "Tinjauan Hukum Ekonomi Syari'ah Tentang Akad Sewa-Menyewa Kolam Pancing (Di Pemancingan Kampung Talun Kecamatan Garut Kota), Manisya, Vol. 1 No. 1, 2023, hlm. 6.

²⁴ Jamaluddin, "Elastisitas Akad Al-Ijarah (Sewa-Menyewa) Dalam Fiqh Muamalah Perspektif Ekonomi Islam", *At-Tamwil: Kajian Ekonomi Syariah*, Vol. 1 No. 1, 2019, hlm. 23. <<https://doi.org/10.33367/at.v1i1.737>>.

²⁵ M. Syafi'i Antonio, *Bank Syariah Wacana Ulama dan Cendikiawan* (Jakarta: Tazkiyah Institut, 1999, hlm. 155.

²⁶ Rosita Tehuayo, "Sewa Menyewa (Ijarah) Dalam Sistem Perbankan Syariah", *Tahkim*, Vol. 14 No. 1, 2018, hlm. 88-89.



Al-‘āqidain refers to the parties involved in the contract (*akad*)²⁷ or transaction.²⁸ These consist of the person renting out the item (*mu’jir*) and the person renting the item (*musta’jir*). The requirements for both parties are that they must be of legal age (*bāligh*), possess sound intellect (not insane), and not be in a state of intoxication. This means that if either or both parties (*mu’jir* and *musta’jir*)²⁹ fail to meet these conditions, the lease contract becomes invalid because the essential elements of awareness and legal responsibility in conducting the transaction are not fulfilled. A contract is considered valid only if it is executed by parties who possess legal capacity (*ahliyah al-adā’*),³⁰ are able to understand the contents of the agreement, and are capable of bearing the legal consequences of such an agreement. The following are several examples:

- a. Mr. Andi (40 years old, healthy and of sound mind) rents out his sound *horeg* to Dimas (30 years old), who represents the youth organization committee in his village for a night music event. Both parties (*mu’jir* and *musta’jir*) enter into the agreement consciously and voluntarily.
- b. Mr. Joko (30 years old, not of sound mind/experiencing psychological disorders) rents out his family’s sound *horeg* to Mr. Budi (representative of the youth organization committee) in his village for a night music event. Mr. Budi has already paid a down payment. However, it is later discovered that Mr. Joko did not understand the content of the contract.
- c. Mr. Rudi (35 years old, intoxicated) signs a lease agreement for a sound *horeg* with Mr. Angga for the celebration of his wedding with Mrs. Ani. When sober, he admits that he did not understand the content of the agreement or the lease price stated in the contract he had signed.

In the first example, the contract is valid because both the *mu’jir* and the *musta’jir* are of legal age, possess sound intellect, are not intoxicated, and enter the contract willingly. In the second example, the contract is invalid because the *mu’jir*

²⁷ Abdul Khaliq, dkk, “Perspektif Al-Qur’an Terkait *Ijarah* (Sewa-Menyewa), *Economos: Jurnal Ekonomi dan Bisnis*, Vol. 5 No. 3, 2022, hlm. 215.

²⁸ Ihsan Helmi Lubis, "The Pillars and Conditions of a Contract in Muamalat Transactions", *Mu’amalah: Jurnal Hukum Ekonomi Syariah*, Vol. 2 No. 1, 2023, hlm. 18.

²⁹ Ali Ridlo, “Sewa Menyewa Dalam Perspektif Ekonomi Islam, *Mukaddimah: Jurnal Studi Islam*, Vol. 6 No. 2, 2021, hlm. 166, <<https://doi.org/10.14421/mjsi.62.2924>>.

³⁰ Kholidah, dkk, *Hukum Ekonomi Syariah* (Yogyakarta: Semesta Aksara, 2023), hlm. 30.



suffers from a mental disorder. In the third example, the contract is also invalid because the *musta'jir* entered into the agreement while intoxicated.

2. *Shigat Al-Aqd*

Shigat al-'aqd refers to the *ijab* and *qabul*, namely the expressions made by the *mu'jir* and the *musta'jir* that represent their intent, seriousness, and mutual consent³¹ to enter into a binding contract (*ijarah/lease*),³² whether verbally or through other means.³³ The conditions for the validity of *shigat al-'aqd* are as follows:

- a. There must be conformity between the *ijab* and the *qabul* in the transaction—in this case, the lease of a sound *horeg*. For example, the statement: “*I rent out this sound horeg for 48 hours to Mr. Doni for Rp. 5,000,000,*” and Doni responds, “*I accept this item (sound horeg) with the time period and price you have stated.*” This indicates alignment in understanding and purpose between the *mu'jir* and the *musta'jir* in the leasing transaction. If there is any discrepancy between the *ijab* and *qabul*, the contract becomes invalid. For instance, if the *mu'jir* states the offer above but the *musta'jir* replies differently, such as:
“*I accept this item (sound horeg) for 70 hours at the price of Rp. 5,000,000,*” or “*I accept this item (sound horeg) for 48 hours at the price of Rp. 2,500,000.*” Such inconsistencies indicate a lack of mutual agreement, rendering the contract void.
- b. The *mu'jir* and the *musta'jir* must enter the contract out of their own free will and consent, without coercion³⁴ or undue pressure.³⁵ This means that the *ijarah* (lease) is valid (*halal*) only when both parties act consciously and voluntarily.

³¹ Saprida dkk, “Sosialisasi *Ijarah* Dalam Hukum Islam”, *AKM: Aksi Kepada Masyarakat STEBIS IGM*, Vol. 3 No. 2, 2023, hlm. 286, <<https://doi.org/10.36908/akm.v3i2.647>>.

³² Tiara Dhea Octavianti, “Implementasi Akad *Ijarah* pada Persewaan Perlengkapan Bayi Baby Farra Lease Surabaya”, *Journal of Islamic Economics and Finance Studies (JIEFeS)*, Vol. 1 No. 2, 2020, hlm. 142, <<https://doi.org/10.47700/jiefes.v1i2.1969>>.

³³ Puji Hastuti, dkk, “Penerapan Akad *Ijarah* Pada Sistem Sewa Menyewa Sawah (Studi Pada Desa Tanjung Agung Kecamatan Ulumusi Kabupaten Empat Lawang)”, *Jurnal Ilmiah Ekonomi Islam*, Vol. 8 No. 2, 2022, hlm. 1511, <<https://www.jurnal.stie-aas.ac.id/index.php/jei/article/view/5739>>.

³⁴ Siti Muhana dan Hansen Rusliani, “Perspektif Ekonomi Islam Dalam Praktik Sewa Menyewa Sawah di Desa Kuala Keritang Kec. Keritang Kab. Indragiri Hilir Riau”, *Santri: Jurnal Ekonomi dan Keuangan Islam*, Vol. 2 No. 2, 2024, hlm. 99.

³⁵ Zulkifli Firdaus dan Busyro, “Menyewakan kembali Objek Sewaan dalam Kajian Filsafat Hukum Islam”, *Syarah: Jurnal Hukum Islam dan Ekonomi*, Vol. 12 No. 1, 2023, hlm. 54, <<https://doi.org/10.47766/syarah.v12i1.1515>>.



Otherwise, the contract becomes invalid. For example: a *musta'jir* agrees to rent the *mu'jir*' sound *horeg* because he is threatened that his personal disgrace will be exposed, or a *musta'jir* agrees to rent the *mu'jir*' sound *horeg* because he is threatened with social exclusion, and the community is provoked not to attend his event. In these scenarios, the lease occurs only because the *musta'jir* feels compelled to enter the contract. In other words, the transaction is not based on genuine intent or voluntary consent.

3. *Ujrah*

Ujrah is the lease payment given by the *musta'jir* to the *mu'jir* as compensation for the benefit obtained. The condition for *ujrah* is that it must be clearly known (*ma'lūmah*) and explicitly understood by both the *mu'jir* and the *musta'jir*, including the amount, form, and time of payment.³⁶ In other words, there must be no ambiguity (*jahālah*) or uncertainty, as such vagueness may lead to disputes in the future. For example: *The mu'jir tells the musta'jir that the lease cost of the sound horeg for one night is Rp. 2,000,000, including the operator. Payment will be made after the event is finished. The musta'jir agrees.* This lease agreement is permissible because it contains no elements of *gharar* or *jahālah*, and the *ujrah*, period of use, and scope of the benefit have been stated clearly and in detail.

The following are examples of lease agreements involving *ujrah* that are not permissible:

- a. The *mu'jir* offers his sound *horeg* to the *musta'jir* saying, “*You may use this sound horeg; you can pay after your event is finished.*” The *musta'jir* replies, “*Alright. Thank you.*”
- b. The *mu'jir* says to the *musta'jir*, “*I have a sound horeg that can be used on Saturday and Sunday. If you want to use it for your event, feel free. As for the cost, just pay whatever you wish.*” The *musta'jir* responds, “*Alright, after the event I will pay whatever I can.*”
- c. The *mu'jir* tells the *musta'jir*, “*If your event is crowded, the lease fee is Rp. 2,000,000; but if not, the fee is Rp. 1,000,000.*” The *musta'jir* replies, “*Alright, the lease fee will follow our agreement.*”

³⁶ M. Yazid Afandi, *Fiqh Muamalah* (Yogyakarta: Logung Pustaka, 2009), hlm. 176.



- d. The *mu'jir* tells the *musta'jir* that the cost of renting a complete sound *horeg* package is Rp. 2,000,000 for two days. When the *musta'jir* asks whether the cost includes an operator and generator fuel, the *mu'jir* replies, “We will discuss it after the event.”

In the *first* example, the determination of *ujrah* is postponed until after the benefit is utilized, which contradicts the principle of *ta'yīn al-ujrah fī waqt al-'aqd* (the lease price must be determined at the time of contract).

In the *second* example, there is no clarity regarding the amount of *ujrah*. The phrase “pay whatever you wish” is subjective and has no objective standard, resulting in ambiguity (*gharar*) within the contract. This contract is invalid because it does not fulfill the requirement of *ma'lūm al-ujrah* (clarity of lease price).

In the *third* example, the amount of *ujrah* is made contingent upon an uncertain factor, namely the number of guests attending the event. This contract is invalid because it contains elements of *gharar*.

In the *fourth* example, although the clarity of the *ujrah* is fulfilled, the details of the benefit (operator and generator fuel) are not stated explicitly. This creates ambiguity regarding the benefit being leased and may lead to disputes concerning the rights and obligations of the *mu'jir* and *musta'jir*. This contract contains *gharar* and is considered *fāsid* (defective) until clarified with certainty.

4. *Ma'qud 'Alaih*

Ma'qud 'alaih refers to the benefit of an object that becomes the subject of a lease (*ijarah*) contract. Its conditions are as follows:

- a. The leased object must be deliverable (*maqḍūr 'alā taslīmih*). This means that the item being rented must be lawfully owned by the *mu'jir* or be under his legal authority, so that when the *musta'jir* requests the item, the *mu'jir* is able to deliver it according to the agreed time and condition. A person may not lease out property belonging to another without permission unless they have obtained valid authorization from the actual owner. Thus, the validity of an *ijarah* contract depends on the existence of clear ownership rights or authorized usage rights from the owner. Examples:
 - 1) Mr. Zaki, who owns a complete set of sound *horeg* (7 active 18-inch speakers, 3 mixers, 5 wireless mics, 2 monitors), leases it to a carnival



committee for Rp. 3,000,000 for one day. Since he is the lawful owner, he can deliver the equipment at the agreed time; thus, the contract is valid.

- 2) Mr. Udin rents a sound *horeg* from Mr. Asrul in order to sublease it to the local carnival committee, after receiving prior approval from Mr. Jalal. The contract is valid because he has obtained permission.
 - 3) Mr. Heru rents out his neighbor's sound *horeg* without permission, accepts a down payment, but the owner later refuses to allow the equipment to be used. This contract is invalid because the leased object cannot be delivered due to lack of ownership rights and permission.
- b. The leased product must be clearly specified (quality, quantity, and duration),³⁷ The *mu'jir* is obligated to provide complete and transparent information about the benefit being leased. Examples:
- 1) I lease this *sound horeg* to Ms. Inggit with the following specifications: 4 active 18-inch speakers, 2 mixers, 3 wireless mics, 2 monitor speakers, for one day (08:00–23:00).
 - 2) I lease this *sound horeg* to Ms. Putri: 5 active 20-inch speakers, 2 mixers, 4 wireless mics, 3 monitor speakers for two days (15–16 October 2025), at a price of Rp. 5,000,000.

Both contracts are valid because quality, quantity, and usage duration are clearly stated. However, a contract such as: “I lease a complete *sound horeg* to Ms. Sari for two days.” is invalid due to ambiguity regarding quality and quantity (number of speakers, mics, monitors, wattage, and equipment condition), even though the duration is clear.

- c. The benefits derived from an *ijarah* object must be something permitted under *Sharia* (Islamic law).³⁸ For example, renting out a sound system for events is allowed under the conditions that it does not damage public or private property, does not disturb public order, does not cause conflicts among community members, does not use extreme volume levels exceeding standards set by the WHO (85 decibels for an 8-hour exposure duration) or local authorities, does not pose health risks to others, and so on. Conversely, if these conditions are not

³⁷ Yazid, *Fikih Muamalah Ekonomi Islam* (Surabaya: Imtiyaz, 2017), hlm. 195.

³⁸ Akhmad Farroh Hasan, *Fiqh Muammalah Dari Klasik Hingga Kontemporer (Teori Dan Praktek)* (Malang: UIN-Maliki Press, 2018), hlm. 53.



met, the activity is not permissible. For instance, in several cases occurring in various regions, the following situations have been observed:

- 1) Residents of Gedangsewu Village, Pare Subdistrict, Kediri Regency (23/8/2025) reported material damage to their homes caused by strong vibrations from Sound *Horeg* equipment used during a village carnival. The vibrations caused window glass to shake violently and partially cracked roof tiles.³⁹ This case demonstrates that high-intensity sound waves not only affect auditory comfort but also have the potential to cause structural damage to buildings
- 2) The noise phenomenon of Sound *Horeg* also impacts physical damage to the environment. A video circulating on social media showed a shop display in Mendalanwangi Village, Wagir Subdistrict, Malang Regency (9/8/2024), shattered due to strong vibrations from Sound *Horeg* noise. The video, uploaded by the Instagram account @info_malang, shows significant vibrations causing damage to local business facilities.⁴⁰ This incident elicited widespread responses from the online community. Many netizens lamented the continued use of Sound *Horeg* in community activities, as it not only disrupts public comfort but also poses risks to safety and material property. This case illustrates that high-intensity sound waves can directly affect the physical structure of surrounding buildings.
- 3) This social incident occurred in Mulyorejo Urban Village, Sukun Subdistrict, Malang City (13/7/2025). A resident who protested the noise from the Sound *Horeg* parade, which disturbed his sick child, became a victim of mob assault by several carnival participants.⁴¹ This event demonstrates an escalation of social conflict triggered by the uncontrolled public entertainment activity.

³⁹ M Agus Fauzul Hakim, Genteng Warga di Kediri Rontok Akibat Sound Horeg, Satgas Evaluasi Gelaran Pawai, <https://surabaya.kompas.com/read/2025/08/28/173513878/genteng-warga-di-kediri-rontok-akibat-sound-horeg-satgas-evaluasi-gelaran?page=all>, diakses pada 17 Oktober, 2025.

⁴⁰ Baehaqi Almutoif, Viral Sound Horeg Pecahkan Etalase Toko di Malang, Bupati Diminta Lakukan Ini, <https://malang.suara.com/read/2024/08/09/131024/viral-sound-horeg-pecahkan-etalase-toko-di-malang-bupati-diminta-lakukan-ini>, diakses pada 17 Oktober, 2025.

⁴¹ Nugraha Perdana, Protes Kebisingan Sound Horeg karena Ganggu Anaknya yang Sakit, Pria di Malang Justru Dikeroyok, <https://surabaya.kompas.com/read/2025/07/14/194440678/protes-kebisingan-sound-horeg-karena-ganggu-anaknya-yang-sakit-pria-di>, diakses pada 17 Oktober, 2025.



- 4) RSUD dr. Haryoto, Lumajang Regency, reported a significant increase in patients visiting the Ear, Nose, and Throat (ENT) clinic in recent months. According to Dr. Aliyah Hidayati, ENT Specialist (August 7, 2025), most patients suffered hearing disorders suspected to be related to exposure to loud sounds from Sound *Horeg* events. Patients commonly reported ear pain, tinnitus, and reduced hearing function after attending or being exposed to community activities using high-intensity Sound *Horeg*. Some cases also showed worsening conditions in patients with pre-existing hearing problems after exposure to loud sounds in their residential environment. This case strengthens the suspicion that high-power sound systems without proper regulation of volume intensity can cause public health issues, particularly affecting the auditory sense.
- 5) An elderly man reportedly died after watching a Sound *Horeg* parade passing in front of his house. According to Malang Police (7/9/2023), the victim was allegedly unable to withstand the loud sound from the high-power sound system, which lasted from morning until evening. The victim initially asked his family to help him go outside to see the carnival. Shortly after the Sound *Horeg* vehicle passed, he complained of pain and asked to be taken back inside, before ultimately passing away.⁴² This case demonstrates the potential danger of high-intensity sound on a person's physical condition, especially among the elderly. It highlights that extreme noise exposure from Sound *Horeg* can have serious physiological impacts, particularly on vulnerable individuals.
- 6) A tragic incident occurred in Selok Awar-Awar Village, Pasirian Subdistrict, Lumajang Regency (4/8/2025). A housewife named Anik Mutmainah (38) suddenly collapsed and lost consciousness while watching the Sound *Horeg* carnival. She was reported to foam at the mouth and was declared dead at the scene. This incident underscores the potential danger

⁴² Avirista Midaada, Kakek di Malang Meninggal usai Dengar Parade Sound System, Ini Kata Polisi, <https://daerah.sindonews.com/read/1195235/704/kakek-di-malang-meninggal-usai-dengar-parade-sound-system-ini-kata-polisi-1694048967>, diakses pada 19 Oktober, 2025.



posed by exposure to high-frequency sound and strong vibrations on the physiological condition of certain individuals.⁴³

- 7) A traffic accident occurred on Kedung Boto Main Road, Pakis Subdistrict, Malang Regency, on September 24, 2025. A Sound *Horeg* pickup truck driven by Ustadi (63) lost control on a downhill road and struck seven walking carnival participants. As a result, a junior high school student with the initials RSS (14) died on the spot, while six others were injured, including two toddlers, MAS (5) and SAA (4), who were treated at Saiful Anwar Regional Hospital, Malang.⁴⁴
- 8) Extreme noise from Sound *Horeg* and similar activities has the potential to cause serious ecological impacts on marine ecosystems. Loud sounds can stress, disorient, or even cause acoustic trauma to fish and marine mammals. Whales and dolphins, which rely on echolocation for navigation, risk becoming lost or stranded due to high-frequency noise disturbances. Additionally, organisms such as coral reefs and invertebrates are affected, as sound waves can disrupt larval metamorphosis and interfere with the natural acoustic balance of the ocean. Previous research supports this, including studies by Jepson (2003), Simpson (2005), and Radford (2007). Jepson concluded that military sonar could cause internal bleeding in whales, while Simpson and Radford demonstrated behavioral changes in fish and disturbances in larval recruitment caused by noise.⁴⁵

These eight cases illustrate that the phenomenon of Sound *Horeg* not only affects entertainment and cultural aspects but also has tangible consequences on health, environment, and social life. Exposure to high-intensity sound waves can cause physiological disorders, such as stress, hearing impairment, and even death in vulnerable individuals. Excessive noise can also cause structural damage to buildings and social conflicts. Ecologically, noise threatens the balance of marine

⁴³ Miftahul Huda, Kronologi Ibu Muda di Lumajang Meninggal Dunia Saat Melihat Karnaval Sound Horeg, <https://surabaya.kompas.com/read/2025/08/04/053943878/kronologi-ibu-muda-di-lumajang-meninggal-dunia-saat-melihat-karnaval-sound?page=all>, diakses pada 19 Oktober, 2025.

⁴⁴ Salmah Muslimah, Mobil Sound Horeg Tabrak Karnaval di Malang, Siswa SMP Tewas & Balita Luka, <https://kumparan.com/kumparannews/mobil-sound-horeg-tabrak-karnaval-di-malang-siswa-smp-tewas-and-balita-luka-21FwLZPeeag/full>, diakses pada 21 Oktober, 2025.

⁴⁵ Riset dan Kepakaran IPB University, Guru Besar IPB University Ingatkan Bahaya Sound Horeg Terhadap Ekosistem Laut, <https://www.ipb.ac.id/news/index/2025/05/guru-besar-ipb-university-ingatkan-bahaya-sound-horeg-terhadap-ekosistem-laut/>, diakses pada 21 Oktober, 2025.



ecosystems and the survival of species sensitive to sound waves. The impact of Sound *Horeg* is therefore multidimensional and requires cross-sectoral management.

If the above issues are viewed from the perspective of Fiqh Muamalah (Islamic commercial jurisprudence), it becomes evident that many regulations have been violated and are not in accordance with Sharia. For example, as stated in QS. Al-Baqarah: 195, which reads:

وَلَا تُلْقُوا بِأَيْدِيكُمْ إِلَى التَّهْلُكَةِ وَأَحْسِنُوا إِنَّ اللَّهَ يُحِبُّ الْمُحْسِنِينَ

This verse serves as the primary foundation affirming the prohibition for every believer to place themselves or others in danger or destruction. It explicitly commands preventive measures to ensure that humans do not open the door to corruption, whether for themselves or their surrounding environment. When a Sound *Horeg* system is operated at volumes exceeding physiological limits, it generates significant hazards, including damage to auditory organs, structural damage to buildings such as collapsed roof tiles, and windows nearly shattering, as illustrated in the cases previously described. Such consequences constitute *tahlukah* (destruction), which is strictly forbidden by Sharia. This verse implies that safeguarding safety is not solely an individual responsibility but also a collective moral duty within society.

This prohibition against harm is further reinforced in Allah's Word in QS. Al-Ahzab: 58:

وَالَّذِينَ يُؤْذُونَ الْمُؤْمِنِينَ وَالْمُؤْمِنَاتِ بَغَيْرِ مَا اكْتَسَبُوا فَقَدْ احْتَمَلُوا بُهْتَانًا وَإِثْمًا مُّبِينًا

The verse morally emphasizes that any form of disturbance or harm inflicted upon believers without just cause constitutes a grave sin. The noise generated by Sound *Horeg* not only disrupts public peace but also deprives people of their rights to physical safety, psychological well-being, and personal comfort. Numerous residents have lodged protests, sometimes escalating into public unrest, material losses caused by excessive vibrations, increased cases of hearing impairment, and even fatalities resulting from the auditory system's inability to withstand extreme Sound *Horeg* volumes. In itself, this behavior constitutes tangible manifestations of *i'dhā* (harm) and *zulm* (injustice), both of which are serious violations under Sharia.



The verse underscores that the pleasure of a few must never be bought at the expense of the suffering of many.

This framework of prohibition becomes even more comprehensive when linked to QS. Al-A'raf:

وَلَا تَعْتُوا فِي الْأَرْضِ مُفْسِدِينَ

The verse reminds humanity that they are entrusted to cultivate and prosper the earth, not to destroy it. Islam regards the earth as an *Amanah* (trust) to be preserved and safeguarded, rather than exploited solely for pleasure. Extreme-frequency sound waves from Sound *Horeg* have damaged fish habitats, disrupted marine ecosystems, altered fish migration patterns, affected the marine food chain, and created ecological imbalance. Environmental degradation of this nature is not only a scientific concern but also a Sharia issue, as Allah explicitly forbids acts of *fasād* (corruption on earth). Thus, the ecological damage resulting from extreme sound waves further demonstrates that the use of Sound *Horeg* deviates profoundly from the principles of sustainability prescribed in Islam.

These three verses harmoniously align with the hadith of Prophet Muhammad (peace be upon him) regarding the prohibition of harm: “*Do not harm yourself or others.*” (لَا ضَرَرَ وَلَا ضِرَارَ) This hadith serves as an ethical foundation, affirming that any activity posing danger, even if presented as entertainment, remains haram in Islamic law. At this point, Sound *Horeg* is not merely a social or cultural aesthetic issue but enters the moral domain touching the core principles of Sharia.

Another hadith narrated by Abu Dawud further emphasizes this: “*Whoever harms another, Allah will harm him; and whoever causes difficulty to another, Allah will cause difficulty for him.*” رواه ابو داود. وَمَنْ شَاقَّ شَاقَّ أَلُّهُ عَلَيْهِ. This hadith not only addresses legal accountability but also spiritual consequences for the perpetrator of harm. When someone enforces the use of Sound *Horeg* at maximum volume, disturbing the sick, causing fatalities, and disrupting public tranquility, they are committing an act directly warned against by the Prophet. Islam thus prioritizes social comfort as a fundamental value, and any disruption thereof is treated with utmost seriousness.

All these evidences correspond with the principles of Fiqh, which form the foundation of *fiqh muamalah*. For instance: الضَّرَرُ يُزَالُ – Harm must be removed. This



principle mandates preventive measures even before damage occurs. In the context of Sound *Horeg*, proven hazards can no longer be tolerated, making prohibition or strict regulation a Sharia imperative.

- a. الضَّرَرُ يُدْفَعُ بِقَدْرِ الْمَكَانِ – Harm must be prevented proportionally. This ensures that Muslims are obliged to take anticipatory, rather than merely reactive, measures against potential damage.
- b. دَرْءُ الْمَفَاسِدِ مُقَدَّمٌ عَلَى جُلْبِ الْمَصَالِحِ – Preventing harm takes precedence over pursuing benefits. Even if some individuals enjoy loud sounds as part of event festivities, the perceived benefits are negligible compared to the demonstrated physiological, psychological, material, and ecological damage. Accordingly, harm prevention must take priority.

Therefore, the Qur'an, hadith, and fiqh principles mutually reinforce the conclusion that the use of Sound *Horeg*, which causes disturbances, damage, and tangible harm, is haram under Sharia. The prohibition of Sound *Horeg* is not an attempt to suppress culture or social expression but rather an effort to safeguard public welfare, protect human life, and preserve the environment. Islamic law seeks to maintain a balance between individual interests and public welfare, between entertainment and safety, and between culture and environmental sustainability. Consequently, refraining from the use of Sound *Horeg* constitutes an act of piety, a prioritization of public welfare, and adherence to the principles of Islamic law.

D. Conclusion

Based on the results of research on the legal perspective of renting Sound *Horeg* in *Fiqh Muamalah*, several conclusions can be formulated as follows:

1. The practice of renting Sound *Horeg* essentially falls under the category of 'aqd *ijarah* (lease contract), which is, in principle, mubāh (permissible) as long as it fulfills all the pillars and conditions prescribed in fiqh muamalah. The essential pillars include: *First, Al-'Aqidain*: both the lessor (*mu'jir*) and the lessee (*musta'jir*) must be of legal age (baligh), of sound mind (aqlī), not insane, and not intoxicated. *Second, Shighat al-'Aqd*: the wording of the contract must reflect the consent of both parties and the alignment between *ijab* (offer) and *qabul* (acceptance) in the lease agreement. *Third, Ujrah*: the lease fee must be clearly known (*ma'lumah*) and detailed for both parties, including the amount, form, and time of payment. *Fourth, Ma'qud 'alaih*: the



leased object must be deliverable and tangible (*maqdur 'ala taslimih*), with clarity regarding its quality, quantity, and usage period, without concealment or ambiguity. Furthermore, the benefit derived from the leased object must not cause harm to oneself or others. As long as all these elements are met, the leasing of Sound *Horeg* is considered valid according to Shariah law.

2. However, if the use of Sound *Horeg* causes harm (*mudharat*) or fails to maintain public welfare (*maslahah*), it becomes haram. Examples include extreme volume levels exceeding WHO standards (85 decibels for an 8-hour exposure duration), damage to public or private property, auditory health impairment, social conflict, disruption of public order, marine ecosystem damage, and even fatalities affecting humans or marine life. This prohibition is based on several Qur'anic evidences, such as, QS. Al-Baqarah: 195, which forbids actions that lead to the destruction of oneself or others, QS. Al-Ahzab: 58, which forbids harming fellow believers without legitimate reason, QS. Al-A'raf: 74, which emphasizes the prohibition of causing corruption on earth. Likewise, the Prophet's hadith forbidding harm to oneself or others, along with the divine warning that whoever harms or causes difficulty to others will, in turn, be harmed and faced with difficulty by Allah, reinforces this principle. Additionally, several fiqh maxims serve as primary foundations for this ruling *la-ḍarar yuzāl*, *al-ḍarar yudfa' biqadri al-imbān*, and *dar'u al-mafāsīd muqaddam 'alā jalb*. These evidences collectively establish the prohibition of practices that cause demonstrable harm through the use of Sound *Horeg*.

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