

## Legal Certainty of Rights to the Benefits of Multiservice Financing Ijarah Agreements in Indonesia According to Fatwa (DSN-MUI, SAC Malaysia, and Darul Ifta' Egypt)

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**Abstract:** The goal of this study is to learn more about the theory and idea behind multi-service finance ijarah contracts and how they can be used to give beneficiaries' rights to benefits legal certainty. Data sources from statutory regulations, fatwas, and other library sources are employed in the normative descriptive analysis method, which takes a comparative and conceptual approach. It is common knowledge that there are several interpretations of how multi-service finance ijarah contracts should be applied, both in legislative rules and fatwas. Each fatwa institution receives varying degrees of legal certainty as a result of this research. The conclusion that follows from these divergent views is that mutijasa must ensure the legality of the object, legal relationship, and beneficial ownership status in order to provide a clear benefit transfer mechanism that will provide legal certainty of rights to benefits in an ijarah financing agreement. The benefit transfer process, then, can be summed up as follows: 1) Financial institutions, acting as *mu'jir*, are required to guarantee that the ownership rights to service benefits have been managed and can be used or enjoyed by customers, acting as *musta' jir*; 2) The financial institution, acting as lessor, must first enter into an agreement or *ijarah* contract with the service provider in order to manage the ownership of the rights to the benefits; and 3) The financial institution, acting as lessor, may independently enter into a multi-service ijarah contract directly with customers, provided that the financial institution pays or transacts with the third party or service provider.

**Keywords:** ownership of rights; legal certainty; ijarah multi service

### 1. Introduction

To emphasize sharia values in every transaction in the sharia financial sector, more emphasis needs to be paid to the legal certainty of rights to benefits in multi-service financing ijarah contracts. In nations with legal systems, such as Egypt, Malaysia, and Indonesia, legal certainty is now the norm. A mixed legal system (civil, religious, and customary) is adopted by the legal systems of Indonesia and Malaysia.<sup>1</sup> The highest authoritative institutions concerning sharia regulations are the National Sharia Council (DSN-MUI), the Shariah Advisory Council (SAC) of Malaysia, and the Darul Ifta' of Egypt. Indonesia and Egypt have

<sup>1</sup> Zaka Firma Aditya and Rizkisyabana Yulistyaputri, "Romantisme Sistem Hukum Di Indonesia: Kajian Atas Kontribusi Hukum Adat Dan Hukum Islam Terhadap Pembangunan Hukum Di Indonesia (The Romanticism of Legal Systems in Indonesia: The Study of The Contribution of Islamic Law And Islamic Law for Legal Devel," *Jurnal Rechtsvinding* 8, no. 1 (2019): 37-54, <https://rechtsvinding.bphn.go.id/ejournal/index.php/jrv/article/view/305/211>.

independent legal systems, whereas Malaysia's is linked to the government.<sup>2</sup> Judges in Egypt, however, are not permitted to pass judgment before approving a request for a fatwa outlining a punishment.

Multiservice financing is defined as a type of financial service that is necessary for the community by DSN MUI Fatwa No. 44 of 2004. Specifically, multiservice financing is the financing that financial institutions offer to their clients in order for them to benefit from a service. The statement "multi-service financing is permitted using an ijarah or Kafalah contract, in using an ijarah contract you must follow all the provisions contained in the ijarah contract fatwa" is clarified in light of the provisions of the multi-service financing fatwa.<sup>3</sup> The terms of the MUI DSN fatwa number. 9 of 2000 about ijarah financing and the DSN MUI fatwa no. 112 of 2017 concerning the ijarah contract shall therefore always be referred to in the ijarah agreement for multiservice financing.

The first section of the DSN MUI fatwa number 112 of 2017 about ijarah contracts' general provisions states that "an ijarah contract is a rental contract between mu'jir (lessor) and musta'jir (lessee/beneficiary) or between musta'jir (lessee/beneficiary benefits) with ajir (service providers) to exchange benefits and ujarah, both benefits of goods and services." The legal connection between the lessor (mu'jir) and the service provider (ajir) is not mentioned in this definition.<sup>4</sup>

Customers typically involve a wakalah agreement in the contract and interact directly with service providers or other parties. This has caused the fatwa to be interpreted in a variety of ways when it comes to sharia financial institutions.<sup>5</sup> Financial institutions that use multiservice ijarah contracts, also known as ijarah contracts for multiservice financing, often only give their clients financing in the form of handover money. However, there may be legal ambiguity about who is responsible for the customer's desired benefits if the legal relationship between the customer and the third party used as collateral led to a breach of contract or an illegal act that prevented the customer from fulfilling his obligations to the lessor.<sup>6</sup> The lessor's responsibility is, as is well known, to guarantee that clients will receive advantages. When implementing the Ijarah contract with multi-service finance, this may lead to a great deal of confusion.

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<sup>2</sup> Ahmad Badrut Tamam, "Kedudukan Fatwa Majelis Ulama Indonesia (MUI) Dan Fatwa Dewan Syariah Nasional (DSN) Dalam Sistem Hukum Indonesia," *Al-Musthofa: Journal Of Sharia Economics* 4, no. 2 (2021): 172–81.

<sup>3</sup> Akhmad Mujahidin, "Hukum Perbankan Syariah," 3rd ed. (Depok: Rajawali Pers, 2019).

<sup>4</sup> Dariana Dariana and Wawan Ismanto, "Analisis Pembiayaan Multijasa Dengan Akad Ijarah," *JPS (Jurnal Perbankan Syariah)* 1, no. 1 (2020): 1–14, <https://doi.org/10.46367/jps.v1i1.195>.

<sup>5</sup> Neni Hardiati, Yoyok Prasetyo, and Nana Herdiana Abdurrahman, "Penerapan Hybrid Contract Sebagai Inovasi Pada Produk Pembiayaan Multijasa Di Lembaga Keuangan Syariah," *Transekonomika: Akuntansi, Bisnis Dan Keuangan* 1, no. 6 (2021): 567–77, <https://doi.org/10.55047/transekonomika.v1i6.96>.

<sup>6</sup> Dhanang Aryo Wicaksono, "Penyelesaian Sengketa Akad Pembiayaan Ijarah Multiakad (Analisis Putusan Mahkamah Agung Nomor 569 K/Ag/2015)," *Repository UIN Syarif Hidayatullah Jakarta* (Universitas Islam Negeri Syarif Hidayatullah Jakarta, 2022).

According to Bani's research, ijarah mutaniyah bittamlik contracts are frequently used in multi-service ijarah contracts.<sup>7</sup> An ijarah contract is all that is needed for a multi-service ijarah contract, according to Jamaluddin and Nawawie.<sup>8</sup> Fitria claims that using ijarah a'mal (ijarah for job perks) is sufficient, while Neni Hardiati suggests that the hawalah bil ujah contract is a flexible option.<sup>9</sup> The application of multi-service ijarah contracts is still far from sharia principles and is not in line with the Islamic idea of ijarah, as Rahmawati and Mujib have indicated.<sup>10</sup>

Financial institutions do not engage in any activity linked to service providers, according to Khasanah and Mustaqim, regarding the contract execution method.<sup>11</sup> In addition, the use of a wakalah contract does not have a clear status in the fatwa and legal regulations, is still considered complicated to implement, can cause unclear ujah for the landlord, and implementation is not in line with the DSN MUI fatwa on multi-service financing, which should not be implemented.<sup>12</sup>

In order to ensure that the multi-service financing ijarah contract complies with the rules of Islamic jurisprudence and fatwa, Rosyid clarified that the objective of the financing as the aim of the contract needs to be clearly stated.<sup>13</sup> Kamalia then claims that since the lessor is unaware that the owner of the rental object permits it to be rented back to the client, there may be a gharar (unclear) transaction; hence, it is sufficient that the ijarah contract's object be the ijaratul a'mal.<sup>14</sup> Additionally, Diky claims in the DSN MUI fatwa that there hasn't been a thorough clarification of the multi-service ijarah contract's purpose, which could lead to misunderstandings.<sup>15</sup>

The suitability of implementing multiservice finance ijarah contracts with the DSN MUI fatwa and sharia principles relating to contract mechanisms and contract objectives, as well

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<sup>7</sup> Bani Idris Hidayanto, "Analisis Pembiayaan Ijarah Multijasa Di KSPPS BMT An-Najah Wiradesa Pekalongan" (UIN Sunan Kalijaga Yogyakarta, 2019).

<sup>8</sup> Jamaluddin and A. Hasyim Nawawie, "Kompleksitas Pembiayaan Ijarah Multijasa Dalam Fatwa Dewan Syari'ah Nasional Nomor 44 Tahun 2004 Perspektif Fiqh Muamalah Maliyyah," *Jurnal At-Tamwil: Kajian Ekonomi Syariah* 3, no. 1 (2021): 26–49, <https://doi.org/10.33367/at.v2i3.1452>.

<sup>9</sup> Hardiati, Prasetyo, and Herdiana Abdurrahman, "Penerapan Hybrid Contract Sebagai Inovasi Pada Produk Pembiayaan Multijasa Di Lembaga Keuangan Syariah."

<sup>10</sup> Dewi Rahmawati and Abdul Mujib, "Eksistensi Pembiayaan Multijasa Di Baitul Maal Wattamwil (BMT)," *JIEI: Jurnal Ilmiah Ekonomi Islam* 9, no. 01 (2023): 1139–45.

<sup>11</sup> Uswatun Khasanah, Anwar Made, and Ati Retna Sari, "PENGARUH PEMBIAYAAN , NON PERFORMING FINANCING ( NPF ) , CAPITAL ADEQUACY RATIO ( CAR ) , DAN FINANCING TO DEPOSIT RATIO ( FDR ) TERHADAP PROFITABILITAS BANK SYARIAH ( Studi Kasus Pada Bank Umum Syariah Di Indonesia Tahun 2013-," *Jurnal Riset Mahasiswa Akuntansi* 7, no. 2 (2019): 1–6.

<sup>12</sup> Nur Lailatul Fatmawati and Rifqi Muhammad, "Implementasi Akad Ijarah Multijasa Sektor Pendidikan: Studi Kasus Bank CIMB Niaga Syariah," *Jurnal Ekonomi Islam* 11, no. 2 (2020): 187–204.

<sup>13</sup> Muhammad Abdur Rosyid Albana, "Analisis Pembiayaan Ijarah Multijasa Di Bmt Makmur Gemilang Kabupaten Magelang," *Jurnal Education and Development* 9, no. 3 (2021): 555–65.

<sup>14</sup> Kamalia Firdausi, "Study of Contract Object in Multi-Service Financing Using Ijarah in Islamic Bank," *JCH (Jurnal Cendekia Hukum)* 6, no. 2 (2021): 225, <https://doi.org/10.33760/jch.v6i2.316>.

<sup>15</sup> Diky Faqih Maulana and Abdul Rozak, "Analisis Fatwa DSN MUI Mengenai Pembiayaan Multijasa Dengan Akad Ijarah Pada BMT," *Az Zaqqa': Jurnal Hukum Bisnis Islam* 13, no. 1 (2021): 101–24, <https://doi.org/10.14421/azzarqa.v13i1.2179>.

as advances in their implementation, have been covered in previous research. The purpose of the research is to give the parties to an ijarah contract with multi-service financing legal certainty regarding their rights to benefits.

Therefore, it is essential to understand a few things that need more explanation when it comes to the application of theories or concepts in contracts to their implementation in financial institutions in order to give customers and parties in multi-service ijarah contracts legal certainty of rights to benefits. Prior to anything else, ascertain the legitimacy of the contract's purpose, its method of implementation, and the parties' legal standing. Second, familiarize yourself with the contract's clauses pertaining to ownership of benefit rights. Third, comprehend how sharia ideas, concepts, and principles are applied to financial firms in order to convey benefits to their clients.

## 2. Method

This research uses a normative qualitative research method with a comparative approach and a conceptual approach.<sup>16</sup> This study is an extension of the many earlier investigations that served as its foundation. The normative exploration of sharia principles, theories, and fatwas will be the focus of this research. These will be compared to the fatwas pertaining to ijarah contracts in Malaysian and Egyptian fatwa institutions, and from this normative comparison, recommendations for research will be made in the form of a conceptual framework that will guarantee beneficiaries' rights to benefits in multi-service financing ijarah contracts.

## 3. Results and Discussion

### 3.1 Legality of the Contract Object, Service Implementation Mechanism, and Legal Relations of the Parties

#### Legality of the Contract Object

Though unclear laws will always exist in the law itself and require further interpretation, namely by looking at the provisions of regulations and fatwas clearly and in detail, legality and legal certainty regarding the purpose of the contract and the mechanism of the relationship between the parties require clear laws.<sup>17</sup>

The fatwa 09 of 2000 defines benefits for goods and services as the aim of ijarah funding.<sup>18</sup> However, the goal of the contract is multiservice finance, which focuses on benefits for services rather than products. As for multiservice finance, the goal of the contract is to provide rewards for services rather than products. Ijarah 'ala al-'mal/ijarah

<sup>16</sup> Peter Mahmud Marzuki, *Penelitian Hukum*, Revisi ke- (Jakarta: KENCANA: Prenada Media Group, 2021).

<sup>17</sup> E Fernando M. Manullang, *Legisme, Legalitas & Kepastian Hukum*, ke-3 (Jakarta: Pranadamedia Group, 2019).

<sup>18</sup> Anis Fittria, "Analisis Multi Objek Pada Akad Pembiayaan Ijarah Multi Jasa Di Bank Pembiayaan Rakyat Syariah," *Iqtisad: Reconstruction of Justice and Welfare for Indonesia* 9, no. 1 (2022): 103, <https://doi.org/10.31942/iq.v9i1.6533>.

'ala al-asykhas (services) is the type of contract employed in an ijarah contract whose goal is benefits for services. The legislative provisions define multi-service ijarah finance as an arrangement supporting the distribution of cash to clients in order for them to profit from the transfer of benefits associated with a service.

Ijarah is a concept that is used to finance contracts related to projects, vehicles, land, and private concerns. The MPS fatwa does not expressly identify the purpose of the contract, but it does classify the advantages as its subject; should the benefits cease to be tangible, the ijarah contract will be null and void.<sup>19</sup> Therefore, it is clear from the MPS fatwa that the ijarah asset is the purpose of ijarah. As is well known, there are two categories of ijarah assets: tangible assets, like real estate, and intangible assets, such as intellectual property rights and benefits.<sup>20</sup>

Although benefits are a requirement of ijarah, Hanafiah scholars argue that benefits are one of the pillars in the execution of ijarah, as stated in Darul Ifta's fatwa. In this instance, the fatwa also highlights that payment, or mahallul ijarah, is a need for the exchange of benefits. Furthermore, the overall purpose of the contract in ijarah is not confirmed by the Darul Ifta's fatwa.<sup>21</sup>

In terms of legitimizing the advantages of the ijarah contract, the fatwas issued by DSN, SAC, and Darul Ifta are not the same. All fatwas still stress that, in order for the benefits to be included in an ijarah contract as its aim, subject, or pillars, all of the terms must be explicitly understood by the law to be the benefits intended in the ijarah contract. As a result, the advantages contained in the ijarah contract may become legitimate when they serve as its foundation, goal, and topic. The goal is to guarantee that the law can be applied and does not contradict the general will regarding the benefits of the ijarah contract by providing legal certainty regarding the position or status of the benefits in an integrative manner. This is done by making the provisions of the contract easily understandable and by ensuring that the law does not conflict with legislation or fatwas that contain values related to the benefits of the ijarah contract. Benefits for work or services are what a multiservice ijarah contract offers in this situation (ijarah 'ala al-'ala').<sup>22</sup> The benefits of an ijarah contract must meet certain requirements in order to be evaluated and implemented, be allowed by sharia, be real, and be clearly explained in terms of time, place, and distance, as well as the area of authority, obligations, and rights regarding benefits. These requirements were agreed upon in the fatwas of DSN, SAC, and Darul Ifta.

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<sup>19</sup> Bank Negara Malaysia, "Resolusi Syariah Dalam Kewangan Islam: Edisi Kedua" (2010).

<sup>20</sup> Securities Commission Malaysia, *Keputusan Majelis Penasehat Syariah Suruhanjaya Sekuriti Malaysia* (Malaysia: Suruhanjaya Sekuriti, 2021).

<sup>21</sup> Kitab Fatwa Darul Ifta' Mesir, *إجارة فاسد*, al-maktabah al-shamilah, diakses pada website <https://shamela.ws/book/432/2611#p11>, Jilid ke-6, 114.

<sup>22</sup> Jamaluddin and Nawawie, "Kompleksitas Pembiayaan Ijarah Multijasa Dalam Fatwa Dewan Syariah Nasional Nomor 44 Tahun 2004 Perspektif Fiqh Muamalah Maliyah."

## Service Implementation Mechanism

**Table. 1 Definition of Services in Legislation and Fatwa.**

No.	Regulation	Content
1	Undang-undang No. 18 of 2000 concerning Amendments to Undang-undang No. 8 of 1983 concerning Value Added Tax on Goods and Services and Sales Tax on Luxury Goods	Any service activity based on an agreement or legal act that causes an item or facility or convenience or right to be available for use, including services performed to produce goods due to an order or request with materials and based on instructions from the customer.
2	Undang-undang No. 7 of 2014 About Trading	Every service and performance takes the form of work or work results achieved and traded by one party to another in society for use by consumers or business actors.
3	Government Regulation no. 83 of 2019 concerning Provision of Competent Technical Personnel in the Field of Services Trade	Services that can be traded in services trade include: business services, distribution services, communication services, educational services, environmental services, financial services, construction and related engineering services, health and social services, recreation, culture and sports services, tourism services, Transportation services, and other services
4	National Sharia Council, "Fatwa DSN MUI NO. 112 /DSN-MUI/IX/2017 About Ijarah Contract	Multiservice is financing to obtain benefits from a service

Services that are rendered without the use of assets and that are subject to contracts or other legal requirements are those that can be purchased, sold, or have the right to be paid for their services, as explained above. Therefore, in *ijarah* (lease) contract transactions involving multi-service finance, financing services devoid of work activities are not services that can be rented out. As far as we know, the collective fatwa against re-renting permits one individual to rent services for use by another. It is OK for him to fulfill other people's requirements because using a service to do a task provides advantages.<sup>23</sup>

The legality of the service implementation mechanism in a multi-service *Ijarah* contract can be categorised as services or work performed by the *mu'jir* (lessor) to rent a service or services required by the *musta'jir* (lessee). If the *ijarah* contract or the rental of services is carried out without any work being carried out, it may invalidate or damage the *ijarah* contract. As what is meant by multi-service is several services, this does not mean that one service is not said to be multi-service, because it involves services or work carried

<sup>23</sup> Abdul Sattar Abu Ghuddah, *Al-Ijarah*, Jilid Pert (Kuwait: Syarikatu Al-Barakatu Al-Ististmar wa Tanmiyah, 1998). 93-94.

out by the mu'jir to hire services owned by the ajir (service provider or worker), so there is more than one service.

### **Legal Relations of the Parties**

According to jurisprudence experts and the fatwas of DSN, MPS, and Darul Ifta' Egypt, an ijarah contract is defined as a relationship between the parties that is meant to trade benefits for compensation.<sup>24</sup> Although the definitions are different in application, they are similar in description.

**Table 2. Definition of Ijarah Agreement According to Fatwa Institutions**

No.	Regulation	Content
1	National Sharia Council Fatwa No. 112/DSN-MUI/IX/2017	Ijarah contract is a rental agreement between a mu'jir, and a musta'jir or between a musta'jir and an ajir to exchange benefits, and ujah, both benefits of goods and services, and multiservice financing is financing to obtain benefits from a service..
2	Shariah Resolutions in Islamic Finance 2.	Ijarah contract is a rental or wage contract that involves an exchange between the use or benefits of an asset or labor for a certain fee or wage within an agreed period.
3	Book Fatwa Darul Ifta' Egypt, الاجارة لا تفسخ إلا لمبرر	Fatwa Darul Ifta' defines a contract with the aim of beneficial ownership in return.

The multiservice ijarah contract's DSN fatwa applies to the sharia financial institution, which is the first party acting as the lessor; the second party, acting as the lessee or beneficiary; and the third party, acting as the service provider (asset owner). In order to benefit from a service, the lessor must offer multi-service financing. Tenant or beneficiary shall pay the installments for the finance secured for usage in installments, including with the ujah. The service provider is obliged to carry out or provide services to the tenant after the customer has entered into a contractual relationship with the service provider. In the application, the lessor provides financing to the lessee, and then the lessee represents the lessor in establishing a relationship with a third party to obtain the benefits stated in the contract. Thus, the DSN fatwa requires lessors to be able to provide benefits to customers. So that the exchange of benefits can occur after the customer enters into a contractual relationship with a third party.

The SAC and Darul Ifta's fatwa conclude that the mechanism of the relationship between the lessor is the first party, in this case, the owner of the asset or service, and

<sup>24</sup> Sayyid Sabiq, *Fiqih As-Sunnah* (Beirut: Darul Fikri, 1983). Wahbah Az-Zuhaili, *Al-Fiqh Al-Islamiy Wa Adillatuhu*, ke-2 (Damaskus: Darul Fikri, 1985). Bank Negara Malaysia, Resolusi Syariah Dalam Kewangan Islam: Edisi Kedua., 3, Kitab Fatwa Darul Ifta' Mesir, الاجارة لا تفسخ إلا لمبرر, al-maktabah al-shamilah, diakses pada website <https://shamela.ws/book/432/2611#p11>, Jilid ke-6.: 115.

the second party is the lessee or beneficiary. Meanwhile, the existence of a third party depends on the second party renting out the asset or not renting it out to another party. Thus, an exchange of benefits has occurred between the asset owner (lessor) and the lessee (customer) without having to involve a third party to obtain benefits.

Regarding the legal relationship between the parties in the contract, it is closely related to the contract scheme. In principle, the ijarah contract scheme is a relationship between the lessor and the lessee. In integrative terms, what is meant is the clarity and certainty of the object being leased to the lessee. If the object is a service, then the service being rented must be guaranteed to be under the control of the lessor. Thus, the presence of a third party, due to the fact that the service being rented belongs to the service provider (ajir), does not affect the sharia value applied in the ijarah contract, as long as the lessor can guarantee certainty of the exchange of benefits in the control carried out and can be enjoyed by the lessee. Thus, it can be said that the development of social phenomena in multi-service ijarah transactions is represented by the role of law, which follows the development of multi-service transactions and does not violate sharia principles.

In addition, the legal relationship between the parties is not only a legal relationship between the service provider and the lessee, but there must first be a legal relationship between the lessor and the service provider. Thus, it can be concluded that the legal relationship that should be applied is the legal relationship of musta'jir (lessee) with mu'jir (lessor), and mu'jir (lessor) with ajir (service provider).

### 3.2 Ownership status of rights to benefits in multi-service financing Ijarah contracts

The ownership status of the rights to benefits in an ijarah contract can be determined based on the provisions in the obligations and rights of the parties to the ijarah contract.

**Table. 3 Regulation Fatwa DSN, SAC, dan Darul Ifta'**

No.	Fatwa	Content
1	Nasional Shariah Council Indonesia	<ul style="list-style-type: none"> <li>Require the renter or benefit provider (mu'jir) to provide services with the aim of obtaining benefits, as in the ijarah contract..</li> <li>Requires the mu'jir to have authority or control as <i>ashliyyah</i> (owner) or control as <i>niyabiah</i> (representative of the owner)</li> <li>Mu'jir must have the ability to hand over benefits</li> </ul>
2	Darul Ifta' Egypt	<ul style="list-style-type: none"> <li>Requiring the mu'jir regarding benefits to be in the control of the lessor or mu'jir as a general condition of the ijarah contract.</li> </ul>
3	SAC Malaysia	<ul style="list-style-type: none"> <li>The lessor (mu'jir) is the owner of the ijarah asset when the lessee only has the right to the benefits of the asset.</li> <li>Beneficial ownership, which can be proven by the ijarah agreement document executed by the lessor and the lessee.</li> </ul>

The DSN and Darul Ifta' fatwas are aligned in requiring mu'jir to have control over the beneficial ownership of services. Meanwhile, the SAC fatwa states that the lessor must



own the assets. In this way, the SAC fatwa provides legitimacy for benefits when the asset is not owned directly by the lessor, but rather the ownership of the benefit of the service or beneficial ownership of the asset is by *niyabiyah* (the representative of the owner), as stated in the DSN fatwa. So the fatwa of DSN, SAC, and Darul Ifta' have the same goal in providing legitimacy for the status of ownership of the benefits of services in the *ijarah* contract, which is integrative in sharia principles, making the ownership of the benefits of services that absolutely must be owned by the lessor both in *ashliyah* and *niyabiyah* terms. right to benefits.

Therefore, it may be said that a clear legal system that complies with the public will in the mechanism for implementing services is one that the *mu'jir* uses in order to benefit from the services that the *ajir* owns. In order to offer assurance and value for the services rendered by the *mu'jir* (lessor) to the *musta'jir* (lessee) in the form of services to get the advantages of services owned by the *ajir* (service provider), this becomes the integrative element in the provisions regarding desired services.

### 3.3 The process of transferring benefits from sharia financial institutions to customers in multi-service financing *ijarah* contracts

In the process of transferring benefits in an *ijarah* contract with multi-service financing in the laws and regulations with DSN, MPS, and Darul Ifta's Egyptian fatwas, there are things that are similar and different in implementation. The transfer of beneficial use rights begins with the provisions of benefits, beneficial owners, lessors, tenants, services, and sharia financial institutions in an *ijarah* contract with multi-service financing.

**Tabel. 4 Clauses in the contract that address benefits, beneficial owners, lessors, lessees, and benefits as the main subject**

No.	Clause	Content
1	Benefit	The fatwa of DSN, MPS, and Darul Ifta' Egypt agree in emphasizing the benefits of services as the object or subject of the contract.
2	Beneficial Owner	Is the owner of assets in the form of benefits from the use of a service or good.
3	Lessor	Is the beneficial owner as <i>ashliyyah</i> (original owner) or <i>niyabiyah</i> (representative owner)
4	Tenant	<ul style="list-style-type: none"> <li>There are no differences in the provisions of the Egyptian DSN, SAC, and Darul Ifta's fatwas for tenants.</li> <li>SAC Fatwa allows tenants to sublet to third parties, provided they obtain permission from the beneficial owner and do not exceed the time limit agreed upon by the beneficial owner and tenant.<sup>25</sup></li> </ul>
5	Benefits of Services as Objects of the	The service benefits referred to in the contract are services provided by the lessor. The services performed by the lessor are services that do not

<sup>25</sup> Securities Commission Malaysia, *Keputusan Majelis Penasehat Syariah Suruhanjaya Sekuriti Malaysia*.: 64.

	Multiservice Ijarah Agreement	involve assets in the transaction. So in an integrative manner, the services referred to in the multiservice ijarah contract are services provided by the lessor for all sectors of community needs with the limitation of services that do not involve assets.
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Financial institutions are intermediary institutions with the business activities of collecting funds in the form of savings and distributing them in the form of financing based on sharia principles.<sup>26</sup> In the statutory regulations, as explained in the previous chapter, the ijarah mutijasa contract for financial institutions is a contract that underlies the distribution of funds from the owner of the funds to the customer to obtain benefits from a service, in the context of transferring benefits from services within a certain time with payment of rent (ujrah). The use of the term "provision of funds" in statutory regulations can provide legitimacy for financial institutions, as in an ijarah contract, the financial institution is only obliged to distribute funds to customers. So generally, the implementation of an ijarah contract with multi-service financing is limited to the benefits obtained in the form of services provided by providing funds or money.<sup>27</sup> As is known, in principle, giving funds or money cannot be the object of a contract.<sup>28</sup>

The Darul Ifta' fatwa does not allow financial institutions to use funds other than the wishes of the party who wants to use them. This is because providing funds without covering something according to the customer's wishes is a form of lending and borrowing.<sup>29</sup> Thus, the implementation of the contract makes the services provided a product of the financial institution, not a benefit for the services provided. Meanwhile, the DSN fatwa states that financial institutions are providers of benefits (mu'jir), and customers are recipients of benefits (musta'jir). When using an ijarah contract for multi-service financing, of course you must fulfill the terms and conditions for the validity of an ijarah contract. One of the pillars and conditions for the validity of an ijarah is that the parties to the agreement.

Financial institutions are prohibited from entering into direct contracts with clients, claims Jaih Mubarak. In this instance, the financial institution's role as lessor requires it to have control over the benefits specified in the contract. To satisfy the beneficial ownership of the services as the contract's purpose, controlling the advantages of an ijarah contract can be achieved by first entering into a sale and purchase agreement or

<sup>26</sup> Muh Anshori, "Lembaga Keuangan Bank: Konsep, Fungsi Dan Perkembangannya Di Indonesia," *Madani Syariah* 1, no. 1 (2019): 91–102.

<sup>27</sup> Dariana and Ismanto, "Analisis Pembiayaan Multijasa Dengan Akad Ijarah."

<sup>28</sup> Neneng Hartati, "Analisis Hukum Ekonomi Syariah Terhadap Putusan Mahkamah Agung Nomor: 569 K/Ag/2015 Tentang Penyelesaian Sengketa Pembiayaan Ijarah Multijasa," *Jurnal Perspektif* 2, no. 2 (2018): 153–83, <https://doi.org/10.15575/jp.v2i2.28>.

<sup>29</sup> Kitab Fatwa Darul Ifta' Mesir, استثمار المال في أذون الخزانة وسندات التنمية, من أحكام التعامل مع البنوك, al-maktabah al-shamilah, diakses pada website <https://shamela.ws/book/432/2611#p11>, Jilid ke-6: 123.

by entering into a wakalah contract with the client. Thus, financial institutions are encouraged to work together in a variety of service provider industries.<sup>30</sup> Meanwhile, not all service sectors can collaborate with service providers (ajir) to meet customer needs with multi-service ijarah contracts. Where customer needs consist of various types of needs. For example, the needs of customers in the educational services sector are to pay semester fees for lectures, graduations, and other academic needs. Health sector for medical costs (which do not yet have collaboration with sharia financial institutions) and other similar matters.

The service provider, or ajir, in the DSN fatwa is obliged to carry out the work as assigned to him in the ijarah contract. Meanwhile, in contrast to the Egyptian MPS and Darul Ifta's fatwas, service providers are categorized as asset owners; in this case, the asset owner or beneficial owner of the asset, either as a representative of the asset owner (niyabiyah), acts as the lessor. Likewise, it is also similar to the ijarah contract scheme described in the Egyptian Darul Ifta's fatwa. Service providers act as renters (mu'jir), who rent out their services to financial institutions as renters (musta'jir), and then financial institutions, with the permission of service providers as beneficial owners of services (mu'jir), rent them back to customers as benefits. desired by the customer (musta'jir). It can be concluded that before entering into an ijarah agreement with a customer, the financial institution is legally obliged to enter into an ijarah contract with the service provider or beneficial owner of the service.

Financial institutions are permitted to enter into contracts with customers on the condition that the financial institution must carry out work ('charity) by paying directly to the service provider (ajir) and providing guarantees or being able to guarantee certainty of ownership of rights to service benefits to customers. So that the benefits of services can be clearly understood and can be utilized according to the purpose of the contract.

Based on the description of the status and obligations of financial institutions, service providers, and customers, several mechanisms for the transfer of benefits by financial institutions to customers are concluded as follows:

1. Sharia financial institutions buy benefits for services owned by service providers, whether in financing products for Umrah services, tourism, education, etc. that are permitted in sharia, then rent out these benefits to customers; or
2. Sharia financial institutions first carry out an ijarah contract with the service provider with the aim of having control over the benefits of the services the customer desires, then rent it back to the customer with the condition that the service provider has

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<sup>30</sup> Jaih Mubarak and Hasanuddin, *Fikih Mu'amalah Maliyyah: Akad Ijarah Dan Ju'alah* (Bandung: Simbiosis Rekatama Media, 2020).

permission and the rental period does not exceed the term of the ijarah agreement between the financial institution and the service provider; or

3. Sharia financial institutions directly carry out activities or work by paying the benefits stated in the contract so that the benefits can be enjoyed by customers, then using the ijarah contract, rent out these benefits to customers with ujah payments for services provided by the financial institution as lessor or mu'jir.

Distribution of types of benefit transfer processes in implementing multi-service ijarah contracts with the aim of fulfilling the financial institution's obligations as a lessor. So, they are not only limited to providing funds but are also obliged to provide services for rent. In an integrative way, this scheme creates values of equality and justice for the parties to provide certainty of rights to benefits for customers, as well as certainty of rights for financial institutions to receive ujah or wages based on their work or actions carried out by financial institutions to have benefits rented to customers.

#### 4. Conclusion

The legal certainty of the rights to benefits for customers and other parties in a multi-service ijarah contract is determined based on definite and clear legal provisions without prejudice to the sharia integrative values in the contract. So the following prescriptions can be drawn from this discussion:

1. The legality of the object of the multiservice ijarah contract is in the form of ownership of rights to benefits. The DSN, SAC, and Darul Ifta' fatwa agree that the object of a multiservice ijarah contract is the benefits of services. Thus, in a legal relationship, the parties have a legal relationship based on the ijarah agreement as mu'jir/lessor (financial institution or service owner), musta'jir or lessee (customer or financial institution as the party who rents first), and ajir or provider or service owner (company).
2. Ownership status of rights to benefits in an ijarah agreement with multiservice financing. The fatwa of DSN, MPS, and Darul Ifta' Egypt agreed to require mu'jir to own the rights to benefits, although the mechanisms differ. Therefore, the status of ownership of rights to benefits must be owned absolutely or can guarantee the right to benefits by the mu'jir, which can then be utilized by the customer.
3. The benefit transfer process is carried out based on integrative values based on sharia principles and can be divided into three forms of multi-service ijarah contract implementation schemes according to the customer's needs and the lessor's capabilities, as follows:
  - a. Sharia financial institutions buy benefits for services owned by service providers, whether in financing products for Umrah services, tourism, education, etc. that are permitted in sharia, then rent out these benefits to customers; or.
  - b. Sharia financial institutions first carry out an ijarah contract with the service provider with the aim of having control over the benefits of the services the

customer desires, then rent them back to the customer with the condition that the service provider has permission and the rental period does not exceed the term of the ijarah agreement between the financial institution and the service provider.

- c. Sharia financial institutions directly carry out activities or work by paying the benefits stated in the contract so that the benefits can be enjoyed by customers, then, using an ijarah contract, rent out these benefits to customers with ujah payments for services provided by the financial institution as lessor or mu'jir.

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