

## Conceptual Study of the Ijarah Contract in Modern Sharia Business in the Digital Economy Era

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**Abstract :** This study examines the concept of the *ijarah* contract in modern Sharia business within the era of the digital economy. The research aims to analyze the concept of *ijarah*, explain its relevance and implementation in contemporary digital business practices, and identify the challenges of its application in modern economic development. This study employs a qualitative-conceptual approach using a library research method through the analysis of books, scientific journals, DSN-MUI fatwas, and relevant regulations. The findings indicate that the *ijarah* contract possesses high flexibility and remains relevant in modern Sharia business because it emphasizes the utilization of benefits (*manfa'ah*) without transferring ownership rights. Its implementation has expanded into various sectors, including Islamic banking, digital services, subscription systems, and platform-based businesses. However, the application of *ijarah* in the digital economy still faces challenges, such as the complexity of digital transactions, ambiguity regarding the object of benefit, unequal bargaining positions, and limited Islamic economic literacy. This study emphasizes that the *ijarah* contract should be implemented not merely as a legal-formal instrument, but based on the principles of justice, transparency, and public welfare (*maslahah*) in order to remain adaptive to the development of the digital economy.

### Keywords:

*Ijarah* Contract, Sharia Business, Digital Economy, *Fiqh Muamalah*, Islamic Economics.

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## Introduction

The development of the Islamic economy and Sharia-based business in Indonesia over the past few years has shown remarkably rapid growth. This can be seen from the increasing number of Islamic financial institutions, the expansion of halal-based businesses, and the wider implementation of Sharia principles in various economic activities within society. Along with this growth, the development of the digital economy has also transformed the patterns of economic transactions in modern society. Digital platforms, subscription-based services, cloud computing systems, and online transportation applications have created new forms of business interactions that require adaptive and relevant legal instruments. This transformation indicates that the Islamic economic system is no longer viewed merely as an alternative, but has become an important part of the national economic structure. The increasing awareness among Muslim communities regarding the importance of transactions that comply with Islamic law has encouraged the need for a business system that is more just, transparent, and oriented toward public welfare. In this context, contracts (*akad*) become a fundamental element that determines the validity of transactions in Sharia business practices. Without contracts that comply with Sharia provisions, transactions may contain prohibited elements such as *riba*, *gharar*, and *maisir* (Ascarya, 2017).

From the perspective of Islamic economics, an *akad* is not merely understood as a formal contract between two parties, but also as a legal and moral instrument regulating economic relations so that they remain within the framework of justice and balance. An *akad* serves as the foundation for creating healthy business relationships because it clearly contains the rights and obligations of the parties involved while ensuring the principle of mutual consent (*an-taradhin*) in transactions. Therefore, the implementation of contracts in Sharia business must be capable of embodying the values of justice, transparency, and protection of the rights of all parties. These principles become increasingly important amid the development of the modern economy, which often prioritizes material profit without considering ethical aspects and social welfare (Mardani, 2018).

One of the contracts that plays an important role in modern Sharia business practices is the *ijarah* contract. In general, *ijarah* refers to a contract involving the transfer of the right to use goods or services for a certain period through payment of wages or rent without transferring ownership rights over the leased object. This concept demonstrates that the primary focus of *ijarah* lies in the utilization of benefits (*manfa'ah*), rather than the transfer

of ownership. In Islamic law, *ijarah* is permissible because it provides convenience for society to obtain benefits from goods or services without permanently owning them. In addition, the *ijarah* contract also serves as one of the *muamalah* instruments capable of encouraging productive economic activities while avoiding usurious transactions (Antonio, 2019).

The normative basis of the *ijarah* contract can be found in the Qur'an and the Hadith of the Prophet Muhammad (peace be upon him). One of the legal foundations of *ijarah* is contained in Surah Al-Qashash verse 26, which emphasizes the importance of paying workers fairly, as well as a Hadith stating that workers' wages should be paid before their sweat dries. These provisions demonstrate that Islam places great emphasis on the protection of economic rights and justice in employment relationships and service transactions (QS. Al-Qashash :26). Thus, the *ijarah* contract not only possesses an economic dimension, but also social and moral dimensions because it is closely related to the protection of rights, transactional balance, and public welfare.

In the modern era, the implementation of the *ijarah* contract has developed extensively. In classical times, *ijarah* was mainly applied in simple leasing practices such as renting houses, land, and labor services. Today, however, *ijarah* has been implemented in various sectors of modern business. In the Islamic banking industry, *ijarah* is utilized in vehicle financing, heavy equipment financing, educational financing, and Sharia leasing products. Furthermore, the development of the digital economy has also generated new forms of *ijarah* implementation, such as digital application rentals, cloud computing services, subscription-based platforms, and online transportation services. This condition demonstrates that the *ijarah* contract possesses high flexibility and is capable of adapting to technological developments and contemporary business needs (Ascarya, 2017).

The increasingly complex development of modern business demands a transaction system that is not only profit-oriented but also attentive to ethical aspects, transparency, and social justice. In conventional economic practices, financing and leasing transactions are often associated with interest-based systems that potentially contain elements of *riba* and injustice. In contrast, the *ijarah* contract offers a clearer transaction mechanism because the object of benefit, duration, and amount of wages or rent are determined transparently at the beginning of the contract. Therefore, *ijarah* is regarded as an alternative solution to meet society's needs for flexible financing and service utilization without violating Sharia principles (Karim, 2023).

However, despite its relevance and flexibility, the implementation of the *ijarah* contract in modern business practices still faces various challenges, particularly in the context of digital and platform-based economies. The rapid development of technology has created new transaction models that are often not specifically regulated in classical Islamic jurisprudence. In digital service transactions, problems frequently arise regarding the clarity of the object of benefit, payment mechanisms, consumer protection, digital ownership, and the responsibilities of parties in cases of default (Ascarya, 2017) (2023). In addition, the integration of *ijarah* contracts with other contracts in modern business practices often creates ambiguity and the potential emergence of *gharar* if not implemented carefully according to Sharia principles (Karim, 2023) (2023). These conditions indicate that the implementation of *ijarah* in the digital economy requires a more adaptive and contextual understanding.

The changes in transaction patterns caused by digitalization have also influenced the forms of legal relationships in economic activities. The emergence of digital assets, application-based services, and electronic transaction systems demonstrates that Islamic law is required to continuously adapt to social and economic developments. In this context, studies concerning the implementation of the *ijarah* contract become increasingly relevant because the contract is directly related to the utilization of benefits and services in digital economic activities. Therefore, the main problem discussed in this study is the lack of optimal conceptual studies regarding the implementation of the *ijarah* contract in digital services and platform-based economic activities within modern Sharia business practices.

Several previous studies have discussed the *ijarah* contract from various perspectives. Ascarya explained that the *ijarah* contract is one of the primary instruments in developing Islamic financial institution products, particularly in service financing and leasing. Muhammad Syafi'i Antonio stated that the *ijarah* contract possesses high flexibility, enabling its application in various forms of modern business transactions (Antonio, 2019) (2023). Meanwhile, Mardani emphasized that the implementation of *ijarah* must continue to observe its pillars, conditions, and Sharia principles in order to avoid deviations from Islamic provisions (Mardani, 2018). Other studies also indicate that the development of governance based on Islamic values is important in responding to social changes and modern institutional developments (Pratama et al., 2025).

Although numerous studies on the *ijarah* contract have been conducted, most of them still focus on its implementation in Islamic financial institutions, particularly Islamic banking and Sharia leasing. Studies discussing the implementation of *ijarah* more broadly

within modern Sharia business practices, especially in digital service sectors and technology-based economies, remain relatively limited (Pratama, 2025). In fact, the development of the digital economy has significantly transformed societal transaction patterns and generated various new forms of business relationships requiring more comprehensive Sharia legal studies (Ascarya, 2017). Thus, there exists a research gap in the limited conceptual discussion regarding the implementation of the *ijarah* contract in modern Sharia business practices amid the current development of technology and economic digitalization.

The novelty of this study lies in its effort to offer a conceptual analysis that connects the principles of *fiqh muamalah* with contemporary digital business practices. This study does not merely discuss *ijarah* within the scope of Islamic banking and leasing, but also examines its relevance and implementation in digital services, platform-based businesses, and technology-driven economic activities. Through this approach, the study seeks to demonstrate that Islamic legal principles possess adaptive capabilities toward contemporary economic developments while continuing to uphold the values of justice, transparency, and public welfare.

Based on the foregoing explanation, this study aims to analyze the concept of the *ijarah* contract, explain its relevance and implementation in modern Sharia business practices, and identify the challenges of implementing the *ijarah* contract in the era of the digital economy.

### **Research Methodology**

This study employs a qualitative approach using a library research method. Library research is a method conducted through the collection, review, and analysis of various literature sources to obtain a comprehensive understanding of particular concepts, theories, and phenomena. This method was selected because the present study focuses on a conceptual and normative analysis of the implementation of the *ijarah* contract in modern Sharia business practices, particularly within the context of the digital economy and technology-based business development. Therefore, the research emphasizes the exploration of theories, legal norms, and scholarly perspectives related to Islamic Economic Law and contemporary Sharia business practices (Sugiyono, 2022).

The study applies normative and conceptual approaches. The normative approach is used to analyze the *ijarah* contract based on the sources of Islamic law, including the Qur'an, Hadith, *ijma'*, and fatwas issued by the National Sharia Council of the Indonesian Ulama

Council (DSN-MUI). This approach is important to examine the legal foundations, principles, and provisions governing the implementation of *ijarah* within Islamic law. Meanwhile, the conceptual approach is employed to understand the concept of the *ijarah* contract and its relevance to modern Sharia business practices, including digital services, platform-based transactions, and technology-driven economic activities. Through these approaches, the study examines the implementation of *ijarah* not only from formal legal perspectives, but also from the principles of justice, transparency, responsibility, and public welfare within Islamic economics (Mardani, 2018).

The data sources in this study consist of primary and secondary data. Primary data were obtained from principal Islamic legal sources, including the Qur'an, Hadith, DSN-MUI fatwas concerning *ijarah*, and books discussing Islamic contracts and Sharia financial products. Secondary data were obtained from scientific journals, academic articles, previous research findings, seminar proceedings, and other documents relevant to the implementation of the *ijarah* contract in modern Sharia business practices. The literature used in this study was selected based on several criteria, namely thematic relevance to the research topic, source credibility, academic validity, and the recency of publications related to the development of digital economies and contemporary Sharia business practices (Creswell & Creswell, 2018).

Data collection techniques were conducted through documentation studies by tracing, reading, reviewing, identifying, and recording various literatures related to the research object. The researcher collected and examined books on Islamic Economic Law, national and international scientific journals, DSN-MUI fatwas, as well as studies discussing *ijarah* contracts and modern business practices. In addition, recent literature regarding the implementation of Sharia contracts in digital economic activities was also reviewed to obtain a broader and more contextual understanding of contemporary *ijarah* practices. Through this documentation process, the researcher systematically organized relevant information according to the focus of the study (Arikunto, 2019).

The data analysis technique employed in this study is descriptive qualitative analysis. The analysis process was conducted systematically through several stages. First, data reduction was carried out by selecting and focusing on information relevant to the research objectives. Second, the data were classified according to themes, such as the concept of the *ijarah* contract, its implementation in modern Sharia business, and the challenges arising from digital economic developments. Third, the researcher interpreted the collected data by

connecting Islamic legal principles with contemporary business practices. Fourth, the data were presented descriptively and systematically in order to provide a comprehensive explanation of the research findings. Finally, conclusions were drawn based on the synthesis of the analyzed literature to produce an in-depth understanding of the implementation of the *ijarah* contract in modern Sharia business practices (Sugiyono, 2022).

To ensure the validity and reliability of the data, this study applies source triangulation techniques. Triangulation was conducted by comparing and analyzing various sources discussing the *ijarah* contract from the perspective of Islamic Economic Law. The researcher compared provisions derived from the Qur'an, Hadith, DSN-MUI fatwas, books, and scientific journals to obtain a more objective and comprehensive understanding of the concept and implementation of *ijarah*. In addition, triangulation also aimed to identify similarities and differences in scholarly perspectives concerning the adaptation of *ijarah* contracts within digital and technology-based business practices (Moleong, 2018; Yin, 2018).

Through this research method, the study seeks to obtain a systematic and comprehensive understanding of the concept of the *ijarah* contract, its implementation in modern Sharia business practices, and the challenges of its application in the era of technological development and economic digitalization. Furthermore, the conclusions of this study are drawn inductively based on the synthesis of literature analysis results, thereby producing a broader understanding of the relevance and adaptation of *ijarah* contracts within contemporary Sharia business practices. This method is also expected to contribute academically to the development of Islamic Economic Law studies, particularly concerning the integration of *fiqh muamalah* principles with the dynamics of modern digital business practices (Miles, Huberman, & Saldaña, 2014).

## **Results and Discussion**

### **The Concept of the *Ijarah* Contract in the Perspective of Sharia Business**

The results of the literature analysis indicate that the *ijarah* contract occupies an important position within the framework of Sharia business because it functions as a transaction instrument based on the transfer of usufruct rights (*manfa'ah*) rather than the transfer of ownership rights. Several studies explain that *ijarah* is one of the most flexible contracts in *fiqh muamalah* because it can be applied to various forms of utilization of goods and services in accordance with the needs of society (Ascarya, 2017). In this context, the

literature demonstrates that the primary substance of *ijarah* lies in the lawful utilization of benefits through mutually agreed compensation without involving elements prohibited in Islam such as *riba*, *gharar*, and *maisir* (Az-Zuhaili, 2011).

Normatively, the concept of *ijarah* possesses a strong legal foundation in Islamic law. The Qur'an and Hadith emphasize the importance of justice, clarity, and fulfillment of obligations in wage and service transactions. Surah Al-Qashash verse 26 and Surah At-Thalaq verse 6 explain the legitimacy of compensation for services, while the Hadith narrated by Ibn Majah concerning the obligation to pay workers before their sweat dries reflects the principle of fairness in economic relationships (Antonio, 2019). Based on the reviewed literature, these normative sources indicate that *ijarah* is not merely an economic mechanism but also part of the ethical system of Islam aimed at protecting human rights and maintaining transactional balance (Mardani, 2018).

From the perspective of *fiqh muamalah*, the validity of an *ijarah* contract depends on the fulfillment of its pillars and conditions, including the existence of contracting parties, lawful objects of benefit, clear compensation, and mutual consent between parties. Literature discussing classical Islamic jurisprudence explains that the object of benefit in *ijarah* must be clearly identified to avoid *gharar* or uncertainty that could lead to disputes (An-Nawawi, 2005). This principle remains relevant in modern business because many contemporary transactions involve intangible forms of benefits, such as digital services and online platforms. The literature findings show that the development of digital business has expanded the interpretation of *manfa'ah* from physical benefits into digital and virtual benefits, requiring a more contextual understanding of *ijarah* within contemporary economic practices (Kamali, 2008).

The analysis of the literature also demonstrates that the concept of *ijarah* is closely related to the principles of *maqashid al-shariah*, particularly the protection of wealth (*hifz al-mal*) and the realization of public welfare (*maslahah*). Chapra explains that Islamic economics aims to create justice and balance in the distribution of economic resources through ethical economic activities (Karim, 2023). In relation to *ijarah*, the literature indicates that this contract enables broader access to economic resources because society can utilize goods or services without the need to own assets permanently. Therefore, *ijarah* possesses a social dimension that supports inclusivity and equitable economic distribution within society.

The findings from the analyzed literature further show that the principles of *ijarah* have strong relevance to the development of the modern digital economy. Various contemporary business practices, such as online transportation services, software subscriptions, cloud computing, and co-working space rentals, reflect an economic orientation based on access and utilization rather than ownership (Pratama, 2025). This condition indicates that the concept of *ijarah* is substantively compatible with the current development of the sharing economy. In other words, the literature demonstrates that the digital economy indirectly strengthens the relevance of *ijarah* as an adaptive contract within modern Sharia business practices.

However, the literature also reveals several conceptual challenges in implementing *ijarah* within digital business practices. Some studies explain that digital transactions frequently involve unclear objects of benefit, asymmetrical information, and imbalanced bargaining positions between business actors and consumers (Ascarya, 2017). From the perspective of *fiqh muamalah*, these conditions may potentially create *gharar* because consumers do not always possess complete understanding regarding the services received. Consequently, the analyzed literature emphasizes that the implementation of *ijarah* in digital business requires the strengthening of transparency, clarity of contractual clauses, and protection of consumer rights in accordance with the principles of Islamic business ethics (Az-Zuhaili, 2011).

The literature findings also indicate a tendency toward the formalization of Sharia in modern business practices. Several studies explain that some Sharia business institutions emphasize the use of Islamic terminology and symbols without fully implementing the substantive values of justice, trustworthiness (*amanah*), and welfare orientation embodied in Islamic economics (Antonio, 2019). In this regard, the analysis demonstrates that the implementation of *ijarah* should not merely focus on administrative legality, but must also ensure that business practices genuinely reflect ethical and social values consistent with the objectives of Sharia.

Based on the results of the literature analysis, it can be understood that the concept of the *ijarah* contract in modern Sharia business must be interpreted comprehensively by integrating normative foundations, *fiqh muamalah* principles, and *maqashid al-shariah* values. The implementation of *ijarah* should not merely emphasize contractual forms, but must also prioritize justice, transparency, *amanah*, and public welfare as the essential

foundations of Islamic economic activities. Thus, the concept of *ijarah* remains relevant as an adaptive and ethical instrument within the development of modern Sharia business and the digital economy.

### **Implementation of the *Ijarah* Contract in Modern Sharia Business Practices**

The results of the literature study show that the implementation of the *ijarah* contract in modern Sharia business practices has developed significantly across various economic sectors. Initially, *ijarah* was primarily applied in traditional leasing activities such as house rentals, land leasing, and labor services. However, contemporary literature demonstrates that the implementation of *ijarah* has expanded into Islamic banking, Sharia financing institutions, educational services, healthcare services, and digital business sectors (Ascarya, 2017). This development indicates that *ijarah* possesses a flexible character that enables adaptation to technological and economic changes while remaining within the framework of Islamic legal principles.

In Islamic banking practices, the analyzed literature explains that *ijarah* is commonly used in financing products such as vehicle leasing, property financing, heavy equipment leasing, and service-based financing. The implementation of this contract has obtained legal legitimacy through DSN-MUI Fatwa Number 09/DSN-MUI/IV/2000 concerning Ijarah Financing and Law Number 21 of 2008 concerning Islamic Banking. The literature findings indicate that these regulations strengthen the legal position of *ijarah* as part of the national financial system while simultaneously demonstrating state recognition of Sharia contracts within modern economic activities (DSN-MUI, 2000).

From the perspective of Islamic economics, the literature explains that the implementation of *ijarah* in Islamic financial institutions aims to provide alternatives to interest-based financing systems. Karim states that profits within *ijarah* transactions are obtained from the utilization of goods or services rather than from interest mechanisms (Karim, 2023). This concept is consistent with the principles of Islamic economics emphasizing the connection between the financial sector and real economic activities. Based on the analyzed literature, *ijarah* financing is considered more productive because transactions are directly linked to real assets and services, thereby reducing speculative practices prohibited in Islam (Chapra, 2000).

The literature findings also demonstrate that the implementation of *ijarah* has expanded into the digital economy sector. Various studies explain that digital business models such as software subscriptions, streaming platforms, cloud computing services, and online transportation applications reflect patterns of transactions based on the utilization of benefits (*manfa'ah*) rather than ownership of assets (Pratama, 2025). In this context, the implementation of *ijarah* becomes increasingly relevant because digital consumers generally prioritize access to services over permanent ownership of products. This condition indicates that the concept of *ijarah* possesses compatibility with the development of the sharing economy and platform-based business systems in the contemporary era.

Nevertheless, the analyzed literature also reveals that the implementation of *ijarah* in modern business practices still encounters various substantive challenges. Several studies explain that many Islamic financial institutions implement *ijarah* using operational mechanisms closely resembling conventional leasing systems, with differences limited to terminology and contractual forms (Antonio, 2019). This finding indicates that some implementations of *ijarah* have not fully reflected the substantive values of Islamic economics, particularly regarding justice, balance, and public welfare. From the perspective of *maqashid al-shariah*, such practices may weaken the social objectives of Sharia contracts because profit orientation tends to dominate transactional relationships.

The literature analysis further demonstrates that digital business practices create more complex contractual relationships within *ijarah* transactions. In platform-based business systems, there are often third parties controlling transaction mechanisms and determining service standards. This condition affects the position of consumers because users generally only accept standardized contractual terms prepared by platform providers (Ascarya, 2017). From the perspective of *fiqh muamalah*, the principle of mutual consent (*an-taradhin*) requires fairness and balance between contracting parties. Therefore, several studies emphasize the importance of strengthening transparency and consumer protection within digital *ijarah* transactions to ensure compliance with Islamic business ethics (Az-Zuhaili, 2011).

In addition, the literature findings reveal that the implementation of *ijarah* in digital business frequently raises issues concerning liability (*dhaman*) and the clarity of the object of benefit. Digital services often involve intangible forms of access, systems, and data that are difficult to measure conventionally. This condition potentially creates ambiguity

regarding rights, obligations, and compensation mechanisms in cases of service disruption or system failure (Kamali, 2008). Consequently, the analyzed literature emphasizes the need for adaptive contemporary *fiqh muamalah* approaches to respond to the transformation of digital business models while maintaining compliance with Sharia principles.

Based on the literature analysis, it can be concluded that the implementation of the *ijarah* contract in modern Sharia business practices demonstrates both significant opportunities and substantial challenges. The implementation of *ijarah* has proven relevant within contemporary business development, particularly in the digital economy sector. However, the effectiveness of its implementation depends on the extent to which business practices genuinely embody the principles of justice, transparency, *amanah*, and public welfare emphasized within Islamic economics. Therefore, the implementation of *ijarah* should not merely focus on contractual legality, but must also strengthen the ethical substance and social objectives of Sharia business practices.

### **Challenges in the Implementation of the *Ijarah* Contract in Contemporary Business Development**

The results of the literature analysis indicate that the implementation of the *ijarah* contract in contemporary business development faces increasingly complex challenges due to technological advancement, economic digitalization, and the influence of global business systems. Several studies explain that modern economic systems prioritize efficiency, market expansion, and profit maximization through digital technology utilization (Chapra, 2000). However, the literature findings demonstrate that such developments often create tensions between market-oriented business logic and the ethical principles emphasized in Islamic economics, such as justice, transparency, *amanah*, and public welfare.

One of the primary challenges identified in the literature concerns the emergence of digital business models that have not yet been fully accommodated within classical *fiqh muamalah*. Digital transactions such as streaming services, online marketplaces, cloud computing, and platform-based applications involve complex contractual structures and multiple parties within one transaction system (Pratama, 2025).

The analyzed literature shows that these conditions frequently create ambiguity regarding the object of benefit, the form of compensation, and the legal responsibilities of each party involved. In Islamic law, contractual clarity constitutes a fundamental

requirement to avoid *gharar* and future disputes (Kamali, 2008). Therefore, contemporary digital business development requires more adaptive and contextual interpretations of *ijarah* contracts.

The literature findings also reveal challenges related to unequal bargaining positions between digital platform providers and consumers. In many modern business practices, digital service providers possess dominant authority in determining contractual clauses and service mechanisms. Consumers are generally only provided with options to accept or reject standardized agreements without meaningful negotiation opportunities (Ascarya, 2017). From the perspective of *fiqh muamalah*, this condition may weaken the principle of mutual consent (*an-taradhin*) emphasized in Islamic contracts. The literature analysis demonstrates that the implementation of *ijarah* within digital business should guarantee fairness and proportionality in contractual relationships so that weaker parties remain protected in accordance with Islamic business (Az-Zuhaili, 2011). Therefore, strengthening Sharia supervision is highly important to ensure that the *ijarah* contract does not lose its ethical substance within modern business practices.

Another challenge identified in the literature concerns the weak understanding of Sharia business principles among society and business actors. Several studies indicate that many consumers still interpret Sharia business merely through symbolic aspects, such as the use of Islamic terminology and halal labels, without understanding the substantive dimensions of contracts and Islamic business ethics (Mardani, 2018). As a result, business practices that do not fully comply with Sharia principles are still perceived as acceptable because they formally use Islamic terminology. This finding demonstrates that the development of the Sharia business industry has not been fully accompanied by strengthening Islamic economic literacy within society.

The analyzed literature further explains that weak supervision of Sharia business practices also constitutes a significant challenge in implementing *ijarah* contracts. Several studies identify practices such as unclear additional costs, disproportionate contract combinations, and contractual clauses potentially disadvantaging consumers (Antonio, 2019). From the perspective of Islamic economics, these practices contradict the principles of *amanah* and honesty forming the ethical foundations of *muamalah* activities. Consequently, the literature emphasizes the importance of strengthening Sharia supervision

mechanisms to ensure that the implementation of *ijarah* remains consistent with Islamic legal and ethical principles.

From the perspective of *maqashid al-shariah*, the literature findings indicate that the greatest challenge in implementing *ijarah* lies in maintaining the balance between economic innovation and the realization of public welfare. Islamic economics does not reject technological development and business modernization, but requires that economic activities continue to prioritize justice and social responsibility (Chapra, 2000). Therefore, contemporary business development demands the reconstruction of Sharia business paradigms so that digital economic innovation remains aligned with the objectives of Islamic law, particularly the protection of wealth (*hifz al-mal*) and the realization of collective welfare (*maslahah*).

Based on the results of the literature analysis, it can be understood that the implementation of the *ijarah* contract in contemporary business development requires integrative efforts encompassing legal, ethical, technological, and educational dimensions. Strengthening adaptive regulations, improving Islamic economic literacy, enhancing Sharia supervision, and developing contextual *fiqh muamalah* approaches are important steps to ensure that *ijarah* remains relevant within the modern digital economy. Thus, the *ijarah* contract should not merely function as a formal legal instrument, but also as a mechanism for realizing a more just, transparent, and welfare-oriented economic system in accordance with the values of Islamic economics.

## **Conclusion**

This study concludes that the *ijarah* contract is a Sharia business instrument based on the transfer of usufruct rights (*manfa'ah*) through lawful compensation while upholding the principles of justice, transparency, *amanah*, and public welfare. In the perspective of *fiqh muamalah* and *maqashid al-shariah*, *ijarah* remains relevant to modern Sharia business because contemporary economic activities increasingly emphasize access and service utilization rather than ownership.

The implementation of the *ijarah* contract has expanded into various sectors, including Islamic banking, digital services, platform-based businesses, cloud computing, and subscription systems. This development demonstrates the flexibility of *ijarah* in adapting to technological and economic transformation. However, its implementation still faces

challenges, such as unclear digital transaction objects, weak Sharia supervision, unequal bargaining positions, and the tendency to emphasize formal Sharia terminology without fully applying substantive Islamic values.

This study contributes theoretically to the development of Islamic Economic Law by connecting the principles of *fiqh muamalah* with contemporary digital business practices. Practically, the findings may serve as references for Islamic financial institutions, digital business actors, and regulators in strengthening the implementation of *ijarah* contracts that are fair, transparent, and compliant with Sharia principles. This study also recommends strengthening regulations related to digital-based *ijarah* transactions, improving Sharia supervision, and enhancing Islamic economic literacy among society and business practitioners. However, this research is limited to a library research approach, so the findings remain conceptual and normative. Therefore, future studies are recommended to employ empirical or case study approaches in order to produce more applicable and in-depth findings regarding the implementation of *ijarah* contracts in the digital economy era.

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