

## Tafsir of Ijarah and Ujah Versesin the Application of Muamalah

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ARTICLE INFO	ABSTRACT
<p><b>Keywords:</b> <i>Muamalah, Ijarah, Al-Quran, Muntahiya Bittamlik.</i></p>	<p>Muamalah is a part of Islamic teachings that regulate relations between individuals. One activity in muamalah is ijarah, which is renting goods where the lessor receives rent or compensation. Although ijarah has rules that must be followed, there are still many ijarah practitioners who do not understand the legal basis and rules that apply. This study discusses Quranic verses on ijarah, requirements of ijarah, payment of ujah, cancellation of ijarah contract, return of rented goods, types of ijarah, and application of ijarah in everyday life. A qualitative method with a literature study type was used to collect data from written sources such as books, journals, and other sources related to ijarah. The results of this study indicate that ijarah refers to an agreement to use goods or services by paying rent, but does not include the transfer of ownership of the goods. Ijarah is often used in everyday life to rent labour and goods. There are two types of ijarah in financial transactions, namely ijarah and ijarah muntahiya bittamlik. The ijarah contract itself is divided into two types, namely ijarah al'ain and ijarah al-dzimmah. However, ijarah muntahiya bittamlik is declared haram if there are two contracts in one transaction. The solution is to separate the lease contract and the sale contract by first conducting the lease contract and then conducting the sale contract after the lease contract is completed. The law of ijarah al-muntahiya bitamlik is haram, if there are two contracts in one transaction, and the solution to permissible ijarah muntahiya bittamlik is by separating contracts, namely by first conducting the lease contract and if the lease contract is complete then using a new contract with the sale contract.</p>

### INTRODUCTION

*Muamalah*, which consists of various operations of buying and selling, leasing, receivables, and other financial transactions, is referred to as economic activity in the Islamic world. The pillar of Islam *muamalah*, which governs interpersonal relationships, is one of the five pillars of Islam. Ijarah is one type of human activity carried out in the field of muamalah. Ijarah is a phrase that refers to a transaction (Yusoff, Hassan, & Salman, 2023), benefit, or service that must be provided in exchange for a clear wage and that also indicates rent in Arabic (Subhan, 2023). Ijarah or rent is a muamalah activity that is often found in everyday life, as a result of ijarah, or rent, a person who is sometimes unable to buy an item for his needs can receive it by renting (Al Fasiri, 2021). This practice of renting is permissible in Islam and has been mentioned in the Qur'an such as surah Al-Baqarah verse 233 which gives rent wages before the sweat is dry, At-Thalaq verse 6 that wages are determined by ijarah transaction contracts, then it is explained in surah Al-Qhasash verse 26 that "the type of ijarah (rent) described is energy rent, but in the development of practice, There is another type of rental, namely the rental of goods or places. Akad ijarah is divided into two, namely ijarah al'ain and ijarah ijarah al-dhimmah".

### METHOD

This research uses a qualitative approach to library research. Data sources are obtained from the book of Quranic tafsir, hadith, muamalah fiqh books, and related journals. Literature studies were conducted to collect

Quranic verses and hadiths on ijarah and ujah as well as scholars' opinions on their application in muamalah. The data collection techniques used are:

- 1) Library research: reviewing various reference sources, namely tafsir, hadith, and scholarly opinions. Data on Quranic verses, hadiths and scholarly opinions related to ijarah and ujah were collected from the study.
- 2) Documentation: trawling articles from journals and books related to muamalah ijarah and ujah. Selected articles are used as supporting data.

The data analysis techniques used are:

- 1) Content analysis: Reduction, categorization, interpretation of data and coding then analyzing and interpreting verses and hadiths. Data categorization is done to facilitate analysis.
- 2) Descriptive analysis: Data and records are analyzed and interpreted with theoretical descriptions. This analysis is carried out to gain a deeper understanding.
- 3) Function analysis: Analyze the purpose and wisdom of the verses of ijarah and ujah. This analysis is carried out to understand the wisdom revealed in these verses.

## RESULTS AND DISCUSSION

### A. Tafsir Surah Al-Baqarah verse 233

According to Shaykh Zakariya al-Anshari, ijarah contracts are permissible in Sharia based on the rules of the Qur'an, Hadith, and Ijma (Al Fasiri, 2021). Said Allah *Subhanahu wata'ala* :

وَالْوَالِدَاتُ يُرْضِعْنَ أَوْلَادَهُنَّ حَوْلَيْنِ كَامِلَيْنِ لِمَنْ أَرَادَ أَنْ يُنِيمَ الرِّضَاعَةَ ۗ وَعَلَى الْمَوْلُودِ لَهُ رِزْقُهُنَّ وَكِسْوَتُهُنَّ بِالْمَعْرُوفِ لَا تُكَلِّفُ نَفْسٌ إِلَّا وُسْعَهَا ۚ لَا تُضَارَّ وَالِدَةٌ وَبِالْوَالِدَاتِ وَالْوَالِدَاتُ بِمَا تَعْمَلُونَ بَصِيرٌ ۗ وَإِنْ أَرَادْتُمْ أَنْ ۖ تَسْتَرْضِعُوا أَوْلَادَكُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَأَلْتُم مَّا آتَيْتُم بِالْمَعْرُوفِ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

Means:

"And mothers should breastfeed their children for two full years, for those who want to breastfeed perfectly. And it is the father's duty to bear their livelihood and clothing in a proper manner. A person is not burdened with more than he can afford. Let not a mother suffer for her child nor a father (suffer) for her child. Heirs are (obliged) like that too. If both wish to wean with agreement and consultation between them, then there is no sin against both. And if you want to breastfeed your child to someone else, then there is no sin for you to give payment in a proper way. Fear Allah and know that Allah sees what you do." (Muji, 2021).

According to Al-Maraghi's tafsir, in this verse, Allah discusses the law of breastfeeding (Bensaid, 2021), healthy conjugal relationships, raising children and taking care of their needs through discussion and mutual pleasure among fathers. About ijarah itself refers to this verse of Al-Baqarah, with the meaning "and if you want your child to be breastfed by others, then there is no sin for you if you give payment according to what is appropriate". As per Al-tafsir, Maraghi is allowed to use different women to breastfeed your children as long as you compensate her fairly, as is customary among them. So nursing mothers, their children, and their fathers can all benefit from this. But if the milkmaid does not receive the money she wants, that is complete payment, it is clear that she will not carefully consider the interests of the child and will not place a value on the responsibilities of breastfeeding, maintaining hygiene and other responsibilities. If he feels untreated, his behaviour will change, harming the interests of the child, breaking the child's heart, and breaking his own father's heart even more when he realizes that his child is not what he wants. The law of ijarah in the Hadith is based on:

عَطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجْفَ عُرْقُهُ

It means: "Give you the wages of a hired man before his sweat dries". (H.R Ibn Majah)

احْتَجِمَ وَاعْطِ الْحَجَّامَ أَجْرَهُ

Means: "Cupping you, then give by you his reward to the cupper" (H.R Bukhari and Muslim)

كُنَّا نُكْرَى الْأَرْضَ بِمَا عَلَى السَّوْافِي مِنَ الزَّرْعِ فَتَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ ذَلِكَ وَأَمَرَ نَا بِذَهَبٍ أَوْ وَرَقٍ

Means: "In the past, we rented land by paying from the crops that grew. Then the Prophet (peace and blessings of Allaah be upon him) forbade us to do so and ordered us to pay it with gold or silver." (H.R Ahmad and Abu Daud).

His ijma' is based on the fact that all the ummah agrees; Not a single scholar questioned this agreement (ijma'); Although there are individuals who disagree, it is not considered.

### B. Tafsir Surah At-Thalaaq Verse 6

According to Shaykh Zakariya al-Anshari, ijarah contracts are allowed in sharia based on the rules of the Qur'an, Hadith, and Ijma (Al Fasiri, 2021). Said Allah subhanahu wata'ala:

فَإِنْ أَرْضَعْنَ لَكُمْ فَآتُوهُمْ أَجُورَهُنَّ

This means: "Then if they suckle your (children) for you then give them their reward" (QS Ath-Thalaaq: 6) (Rasad, 2023).

This verse shows the relationship of the ijarah contract in the form of:

فَآتُوهُمْ أَجُورَهُنَّ

It is the verb form of commandment, which in Ushul Fiqh indicates an obligation. Only a contract can oblige or determine wages (transactions). Thus, there is a contract in this verse (ijarah). It is said in a hadith:

أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَالصِّدِّيقَ رَضِيَ اللَّهُ عَنْهُ اسْتَأْجَرَ رَجُلًا مِنْ بَنِي الدَّيْلِ يُقَالُ لَهُ عَبْدُ اللَّهِ بْنِ الْأَرْيَظِ

Means: "Indeed, the Prophet (peace and blessings of Allaah be upon him) and Abu Bakr Shiddiq(ra) once hired a man from Banu ad-Diil named Abdullah ibn al-Uraiqith" (HR. Bukhari).

Another hadith also explains:

أَنَّهُ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنِ الْمُرَارَعَةِ وَأَمَرَ بِالْمُؤَاجَرَةِ وَقَالَ لَا بَأْسَ بِهَا

Means : "Indeed, the Prophet shallallahu 'alaihi wasallam forbids muzara'ah and commands muajjarah (akad rent). He said, 'It's okay to do muajjarah'" (HR Muslim)

The meaning of Ijarah is the word for payment in linguistics. Meanwhile, according to sharia, namely: transactions on a benefit or service with halal value are to be handed over with a clear wage (Subhan, 2023).

### C. Tafsir Surah al-Qashasah verse 26

Another surah in the Quran is surah Al-Qashash Verse 26:

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

Means: "One of the two women said: O my father, take him as one who works (for us), for surely the best person you take to work (for us) is a strong and trustworthy man" (Al-Qashash Verse 26) (Quran, 2021).

This verse explains that ijarah (rent) can be in the form of energy rent, but in reality, there are other types of rent such as renting goods or places. In addition, the paragraph also allows recruiting qualified people to be hired, provided that the person must be strong, trustworthy, and not treasonous. As the hadith:

كُنَّا نَكْرَى الْأَرْضَ بِمَا عَلَى السَّوَاقِي مِنَ الزَّرْعِ فَنَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنِ ذَلِكَ وَأَمَرْنَا أَنْ نَكْرَ بِهَا بِذَهَبٍ أَوْ فِضِّ

Means: "In the past, we rented land by paying with the crops that grew there. The Prophet Sallallahu (peace be upon him) forbade such a method and ordered us to pay for it with gold or silver." (HR Muslim) (El-Kubesi, 2020).

ثُمَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: أُعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرْفُهُ

Means: "Indeed, the Holy Prophetsa said: give the workers wages before they dry their sweat". (HR. Ibn Majah and al-Baihaqi).

### Ma'na Al-Mufrodat

Pay : السَّوَاقِي	Rent rent : لِمُؤَاجَرَةٍ
Dry : يَجِفُّ	Gardening : المزارعة
Wages : أَجْرُهُ	Plant : الزرع

The aforementioned hadith reveals that the Prophet (peace and blessings of Allaah be upon him) was commanded to pay the wages of the employees as soon as possible after the work was completed in the topic of wages or rent, especially those who used human services. That is, for musta'jir to perform a task, compensation must be given to him as quickly as possible before his sweat dries. After the work is completed, payment of salaries must be made immediately and without delay to the employee. The ijarah contract is divided into two (SARTIKA, 2023).

In the practice of ijarah (rent), there are two different types of ijarah.

1. The first is ijarah al-'ain, which is a lease related to a certain object that has been predetermined. For this type of ijarah, several conditions must be met, including the rented object must have clear provisions, the object is tangible and can be seen by both parties to the transaction, and the benefits or services of the object must not be suspended.

2. Meanwhile, the second type of ijarah is ijarah al-dhimmah, which is a lease that relates to services provided by service providers. The conditions that must be met for this type of ijarah include wages to be paid directly at the time of the transaction and must describe the object to be rented or utilized as the best possible type or nature.

#### D. Rukun and Sharia Ijarah

Here are some important things that must be fulfilled regarding the pillars and requirements for carrying out ijarah: (Khamsiyah, 2019)

1. The person who enters into a lease agreement, is also known as mu'jir or musta'jir. The prerequisites for becoming mu'jir or musta'jir are puberty, intelligence, the ability to manage possessions, and the willingness to do each other. *Musta'jir* is someone who receives a reward for doing something and rents it out. Allah *Subhanahu Wa Ta'ala* said:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبُطْلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Means: "O you who believe, do not eat one another's wealth on a false path, except by the way of business that happens with love among you. and do not kill yourselves, for Allah is the Most Merciful to you.".(Q.S AnNisa 29).

If someone makes an ijarah agreement, it is important to understand the benefits of the agreed goods or services well to prevent disputes in the future.

2. Rent an item, is done by agreement between the tenant (major) and the party renting (musta'jir) through a lease agreement submitted orally or in writing. For example, the renter could say, "I will rent this car to you every day for \$5,000," and the renouncer will agree by saying, "I accept an offer to rent the car at that price every day."
3. In rents or wages, both parties need to know the amount of ujarah or wages to be given.
4. Several conditions must be met for goods to be rented or work to be paid, including:
  - a. The leased item must be able to be used according to its purpose.
  - b. Goods or services rented must be able to be handed over to tenants or workers and can be used following their functions (especially in leases).
  - c. The benefits of rented goods are considered valid according to Sharia and are not prohibited.
  - d. The leased goods must remain in the same condition (unchanged) until the time agreed in the contract.

#### E. Cancellation and expiration of ijarah

In ijarah, it is not allowed to terminate the contract by either party because ijarah is an exchange contract. However, fasakh can be done if there are things that force to termination of the contract (Fadliansyah, 2022). The occurrence of fasakh (cancellation) in the contract, ijarah agreement can occur if there are several things:

1. The leased item became defective due to the fault of the tenant.
2. Rented items are destroyed or damaged like a collapsed house.
3. Goods that are paid (ma'jur 'alaih) are damaged like clothes that are damaged when sewn.
4. The agreed benefits have been met, the lease period has expired, or the work has been completed.
5. According to Hanafiyah's view, ijarah can be cancelled by either party, such as a tenant whose merchandise was stolen, so that he is allowed to terminate the lease contract.

#### F. Return of Rent

After the lease period expires, the tenant must return the leased item to the landlord. If the item can be moved, then the tenant must hand it over to the landlord. However, if the item rented is a fixed object such as a building, then the tenant must return it empty. If what is rented is land, the tenant must hand it back in an empty state of plants, unless there is difficulty to eliminate it (Fadliansyah, 2022).

#### G. Types of Ijarah

In the financial world, there are two types of ijarah, namely "ijarah and ijarah muntahiya bittamlik". The main difference between these two types of ijarah lies in the ownership of assets after the lease period expires. In an ijarah agreement, the asset will be returned to its owner after the lease period expires. However, in the ijarah muntahiya bittamlik agreement, the assets will belong to the tenant after the lease period expires (Arwan, 2019).

1. Ijarah

An operational lease in banking is a type of lease contract in which there is a leasing party and a lessee. The tenant must pay the rental fee according to the agreed agreement and must return the leased

asset at maturity. The lessee is also responsible for bearing the maintenance costs of the leased asset. This is in contrast to the type of lease that allows the tenant to lease an agreement, one can have the option to purchase the asset at the end of the lease term, i.e. the financial lease.

The owner of a fixed asset or leased object is a financial institution that is responsible for the cost of maintaining the asset during the lease period. Although the object is leased, it is still owned by the financial institution. When the lease expires, the institution that leases the fixed asset has the right to take back the object or extend the lease period by making a new agreement. In *ijarah* transactions, some parties lease (lessors) and parties who rent (lessee) on the object of the lease in obtaining payment for leased goods. As the leasing party, the Islamic bank will lease the agreed object and receive payment from the leasing party. The payment is called the rental fee. The operating income of Islamic banks includes income from rental costs.

## 2. Ijarah Muntahiya Bittamlik

Ijarah muntahiya bittamlik is a lease agreement between the owner of a fixed asset (lessor) and the lessee, whereby the lessee has the right to purchase the lease object at the end of the lease period. In banking, the *ijarah* vomiting bittamlik agreement known as the finance lease is a combination of leasing and buying and selling transactions. After the lease period expires, the lessee will be granted the right to purchase the leased object if it chooses to do so and the object will become the property of the lessee (Arwan, 2019).

Some of the sharia bases used in the *ijarah* vomitiya bittamlik contract include:

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ ۖ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

It means: "One of the two women said: 'O my father, take him as one who works (for us), for surely the best person you take to work (for us) is a strong and trustworthy man". (Al Qashas verse 26)

The pillars and conditions of *ijarah* muntahiya bittamlik are as follows

### 1. Rukun

- 1) The tenant in the *ijarah* vomiting bittamlik contract is the party who rents the rental object, which in banking is the customer.
- 2) The owner of the goods is the owner of the goods that are the object of rent.
- 3) The object of the lease is the leased item.
- 4) Ujrah or rental benefit is a reward or benefit received by the owner of the goods as the rental price.
- 5) Ijab Qabul is the process of handing over goods in the contract *ijarah* muntahiya bittamlik.

### 2. Condition

- 1) The contracting party must agree and not be forced to do so.
- 2) The leased goods must have legitimate benefits according to Islam, can be valued or appreciated, and the tenant must provide rewards for the benefits received from the *ijarah* vomitiya bittamlik transaction to the owner of the goods.

## H. Application of Ijarah in Muamalah

The following are some examples of the application of *ijarah* in muamalah:

1. "Hiring teachers to teach knowledge or crafts is permissible, because the Prophet Sallallahu Alaihi Wasalam released prisoners of war Badr on condition that they teach writing a number of children of Medina". (HR the writers of the Sira such as Muhammad ibn Ishaq).
2. "Hiring someone by feeding him and clothing is permissible", It is said that the Prophet Sallallahu Alaihi Wasalam read the Qur'an and while reading the verse about the story of Prophet Moses (as), he said, "Verily Moses rented himself out for eight years or ten years with the honour of his genitals and the food of his stomach". (HR Ahmad and ibn Majah).
3. A house for rent is possible.
4. In muamalah, the worker has the right to withhold the goods he works until he earns his wages, provided that his actions have no effect on the goods withheld, as the tailor does. However, if the act of withholding the goods affects the goods he holds, for example in the case of transporting merchandise to one place, then he must deliver the merchandise to the requested place before asking for his wages.

## I. Implementation of Ijarah in the Contemporary Era

Ijarah means an agreement to use an item for a certain period by paying a rental fee (*ujrah*), without any transfer of ownership of the item itself. While *Ijarah Muntahiyah Bittamlik* means an *Ijarah* agreement with a promise to transfer ownership of rented goods at a certain time.

Ijarah is a form of contract that allows a person to use someone else's assets for a certain period by paying a rental fee. One example is car rentals in the car rental business, where the renter can use the car for a certain period by paying a rental fee to the car owner. However, the renter only has the right of use over the car, not ownership. While an example of the contract of Ijarah Muntahiya Bittamlik on Baitul Maal wat Tamwil is when someone wants to buy a motorcycle from Baitul Maal wat Tamwil, but does not have enough cash. In this case, customers can buy a motorcycle by paying in instalments to Baitul Maal wat Tamwil.

In today's life, the contract of Ijarah Muntahiya Bittamlik is also used in leasing, which is a way to finance the purchase of an item within a certain period. Payment is made in instalments of the amount of money as agreed. After the debtor has successfully paid all his instalments (Sánchez, Maldonado, & Vairetti, 2022), he can decide to buy the item using the remaining unpaid value.

Leasing is a financing method that helps people buy expensive items such as cars or motorcycles without having to pay cash in full. In this system, people can pay instalments within a certain period until they reach a mutual agreement value. As a result, they can own the vehicle and use it while continuing to pay instalments to the leasing company.

Leasing has several characteristics, namely:

- 1) Pada leasing terdapat waktu sewa dan periode pembayaran cicilan yang telah ditentukan sebelumnya.
- 2) Meskipun benda yang disewakan digunakan oleh penyewa, namun hak milik tetap pada pihak pemberi leasing.
- 3) Leasing is generally used to finance capital objects that are needed by entrepreneurs to run their businesses.
- 4) There is an agreement on the nominal amount of instalments that must be paid regularly.
- 5) Leasing involves a minimum of four parties related to this activity, which are as follows.

1. Lessor

Lessor is a company or individual that provides loans to buy the goods needed. The lessor will get back their money along with profits through instalment payments paid by the borrower.

2. Lessee

A lessee in a leasing transaction is a person or company that gets a loan to purchase capital goods. Once they have paid it in full, the lessee can choose to purchase the item or return it to the lessor.

3. Supplier

In a leasing transaction, the supplier acts as a party that provides the goods ordered by the lessee. Payment for the goods will be made in full by the lessor.

4. Bank

Although not directly involved, banks are often the ones who provide funds for lessors. Thus, leasing providers use loans from banks as a source of capital to meet tenant demand.

The following are some companies that provide leasing services:

- a. "PT Federal International Finance (FIF)
- b. PT Astra Credit Companies
- c. PT Oto Multi Artha
- d. PT Bussan Auto Finance
- e. PT Wahana Ottomitra Multiartha
- f. PT Adira Dinamika Multi Finance Tbk
- g. PT Summit Oto Finance".

So it is concluded that the contract of Ijarah Muntahiya Bittamlik is relevant to Leasing, where goods that someone cannot pay off at one time can use the leasing method, which is to rent the goods first and then within a certain period the ownership of the goods will transfer to the tenant.

#### J. Kejanggalan Ijarah Almuntahiya Bittamlik (Leasing)

In economic transactions, the difference between ijarah and buying and selling is who has ownership rights and the right to use the agreed goods or services. In ijarah, only the right to use goods or services is sold, while the right of ownership remains with the owner (Mujir). Therefore, it can be concluded that despite the similarities, ijarah is not the same as buying and selling.

Today, we are facing problems with the growing popularity and development of the leasing business. This business is very popular, especially in developed countries with high incomes, and is offered by various finance companies, both banks and non-banks. If a person's income is still enough to pay instalments for a

house, car, or another item after deducting various expenses, including insurance, then leasing becomes an attractive option (Munadi, 2023).

اجارة التملكية atau لاجارة التملكية is leasing for technical. In this context, the term *ijarah* is the same as the business of buying and selling the right to use goods or services. However, *ijarah* can also be alternative financing to buy use rights (leases) or related goods in instalments. Therefore, there are at least two issues that need to be discussed in leasing, namely the issue of buying and selling credit (تلفسيط بيع) Increasing the selling value and combining two transactions in one contract is a prohibited act, because it is considered haram. This is following the hadith of Abi Hurairah:

أَنَّ النَّبِيَّ -صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ- نَهَى عَنْ بَيْعَتَيْنِ فِي بَيْعَةٍ

Means: "Indeed, the Prophet (peace and blessings of Allaah be upon him) forbade the buying and selling of two prices in one trade". (HR. Malik, At Tirmidhi and An Nasa'i. According to Shaykh Al Albani, this hadith is true)

#### K. The solution is so that the impact does not violate the Shari'a.

All scholars of the international *Majma' al-Fiqh al-Islami*, part of *Munâzhamah al-Mu'tamar al-Islami*, have established IMBT criteria according to Islamic law, given the different forms of practice. They discussed the issue of leases ending with ownership (*alijarah almunthahiyah* bitemark) as a reference to explain IMBT criteria that do not violate Sharia. This was discussed at the 12th conference held in the city of Riyadh, Kingdom of Saudi Arabia (Alqahtany & Aravindakshan, 2022). After listening to discussions on this issue involving members of *Majma' al-Fiqh al-Islami* and its experts, as well as some jurists, they finally established the criteria of IMBT following the Shari'a. The criteria are divided into two: First: The use of two different transactions at one time on one item is a form of a practice prohibited under the provisions. Second: The forms permitted by regulation are:

1. In the allowed form, two transactions are separated in time and each transaction stands alone. After the lease transaction or the end of the lease period, the sale and purchase transaction is permanent or there is a promise of ownership and voting rights equivalent to the promise in law.
2. The lease that happened did happen and was not some kind of disguised buying and selling. In simpler language, the sentence can be expressed like this: "The lease that happened really happened and not like a hidden buying and selling".
  - a. The owner of the leased item is responsible for safety and damage that is not caused by the tenant. Thus, the tenant does not have to bear the burden of damage and does not have to pay if the goods are lost.
  - b. If there is insurance for goods rented, it must use an insurance system that is following the principles of sharia *ta'awuni* and not a conventional insurance system. In addition, the landlord or rental provider is responsible for paying the insurance premium, not the renter.
  - c. During the lease period on the transaction ending in ownership, lease laws must be applied. After the ownership of goods moves, the laws of sale and purchase must be applied.
  - d. Maintenance costs that are not related to operations are the responsible of the rental provider or owner of the goods (*al-mu'jir*) and not the responsibility of the tenant (*al-musta'jir*) during the rental period.
  - e. Based on the fatwa of the National Sharia Council No.27/DSN-MUI/III/2002 concerning IMBT, to transfer ownership (either through sale and purchase or grant), an *ijarah* (lease) contract must first be carried out, and the transfer of ownership contract can only be done after the *ijarah* period ends. Therefore, the promise of transfer of ownership at the beginning of the *ijarah* contract is only a promise or *wa'ad* that is not legally binding. If you want to carry out the promise, you must make a transfer of ownership contract after the lease period ends.

#### CONCLUSION

In this study it can be concluded that Surah Al-Quran such as surah Al-Baqarah verse 233 explains that "give rent wages before the sweat is dry", At-Thalaq verse 6 that "wages are determined by *ijarah* transaction contracts", then explained in surah Al-Qhasash verse 26 that "the type of *ijarah* (rent) described is energy rent, but in the development of practice, there is another type of rent, namely the rental of goods or places". There are two types of *ijarah* or lease contracts, namely *ijarah al'ain* and *ijarah al-dhimmah*.

Then the IMBT law if two transactions are mixed in one contract, then this is a haram act. Which has been translated hadith from Abi Hurairah:

أَنَّ النَّبِيَّ -صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ- نَهَى عَنْ بَيْعَتَيْنِ فِي بَيْعَةٍ

It means: "Indeed, the Prophet sallallahu 'alaihi wa sallam forbade the sale and purchase of two prices in one trade". (HR. Malik, At Tirmidhi and An Nasa'i. Shaykh Al Albani revealed this hadith to be true).

The solution to meet the sharia requirements in the IMBT contract is to make an ijarah contract first, then a transfer of ownership contract (buying and selling/grant) is carried out after the ijarah period is over. This is following the "fatwa of the National Sharia Council No.27/DSN-MUI/III/2002 concerning IMBT". If there is a promise of transfer of ownership at the beginning of the ijarah contract, then the promise is only a wa'ad or promise that is not legally binding. To carry out the promise, a transfer of ownership contract must be made after the ijarah or lease period expires. In simpler language, the solution to meet the Sharia requirements in the IMBT contract is to lease first, and then transfer ownership after the lease period ends. The promise of transfer of ownership at the beginning of the lease is only a promise that is not legally binding. To carry out the promise, a transfer of ownership contract must be made after the lease period ends.

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