

An Analysis of the Royalty Payment System for Book Authors at Bandar Publishing: A Review Based on the Concept of *Haq Al-Ibtikār*

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Abstract

In Islam, copyright is known as *Haq Al-ibtikār*, which is a special right over a creation. The creator has the right to the value of the material or the right, when it is used or utilized by others with their permission. In book publishing, there is a related legal relationship between the author or book writer and the publisher or printer, one of which concerns a licensing agreement, with royalties payable by the publisher, as the licensee, to the book writer, as the licensor. This is no exception for the publisher Bandar Publishing. The purpose of this study is to examine how Bandar Publishing implements the royalty provision system and how it aligns with the concept of *Haq Al-ibtikār*. The research method used is descriptive analysis, which aims to create a systematic, factual, and accurate picture of the provisions of the royalty provision system by the publisher Bandar Publishing. The data sources used in this study consist of primary data and secondary data. The data were analyzed qualitatively and descriptively, in stages: data collection, data reduction, data display, and conclusions or verification. The results of the study explain that first; the royalty provision system at the Bandar Publishing publisher is carried out in several forms according to the agreement with the author, including first; the scheme of purchasing documents or manuscripts, second; bears all costs for printing and publishing the book by providing a 10% royalty to the author, third; Bandar Publishing only facilitates the publication of the book, while the printing costs are borne by the author himself. Second, the publisher Bandar Publishing's system for paying royalties to book authors can be considered legal under the provisions of *fiqh muamalah*, especially within the framework of *ḥaq al-ibtikār*.

Keywords: Royalty, Author, Publisher, Bandar Publishing

Introduction

A book is a written work available in both manuscript and printed form, serving as a means of communication and a source of knowledge. Today, books have also proven to be highly effective in supporting education and the advancement of knowledge. Books are also key to a nation's progress, encompassing several important aspects: creativity, information, and knowledge.¹

Nowadays, books are recognized not only as intellectual property but also as commercial assets, enabling authors to derive financial benefits from the works they have written and own.² Typically, to realize the productivity and financial value of a written book, it must be published by a publisher with a strong network and extensive marketing reach.

As a form of protection and motivation for book authors, the government enacted Law No. 28 of 2014 on copyright. This law regulates rights holders and addresses royalties for book creators and copyright holders.

Article 1(1) states that copyright is the exclusive right of the creator, arising automatically on a declaratory basis once a work is embodied in a tangible form, without prejudice to any limitations in accordance with the provisions of laws and regulations.³ The term 'exclusive right' here means that only the creator and the copyright holder are free to exercise such copyright, whilst other persons or parties are prohibited from exercising copyright unless authorized by the creator or the copyright holder.⁴ These exclusive rights constitute special rights granted to the creator to publish,

¹ Arin Prajawinanti, "The Use of Books by Students to Support Academic Activities in the Millennial Era," *Pustaka Karya: Scientific Journal of Library and Information Science* 8, no. 1 (2020), p. 401-12.

² Cut Azzahra Muly and Chairul Fahmi, "PRACTICES OF BUYING AND SELLING GRAPHIC DESIGN THROUGH THE HIRING SYSTEM FROM THE PERSPECTIVE OF THE ISTISNA' CONTRACT ON THE SRIBU.COM MARKETPLACE," *Al-Mudharabah: Journal of Islamic Economics and Finance* 5, no. 1 (27 April 2024): 57-75, <https://doi.org/10.22373/AL-MUDHARABAH.V5I1.4545>.

³ BIP Editorial Team, *Copyright, Patent and Trademark Law* (Jakarta: Bhuana Ilmu Populer, Gramedia Group, 2017).

⁴ Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, "A MODEL FOR LEGAL DISPUTE RESOLUTION IN BUSINESS CONTRACT BREACH," *JURISTA: Journal of Law and Justice* 7, no. 2 (23 December 2023): 242-63, <https://doi.org/10.22373/JURISTA.V7I2.228>.

reproduce, or authorize others to use the copyright.⁵

This law serves as a benchmark for authors seeking legal protection to derive financial profit and benefits from their creative works. Therefore, for any individual to derive economic benefits from their creative works, these works must be published in a book. This book then becomes a commodity when sold.⁶

In the world of book publishing, royalties are also an important indicator of the recognition or appreciation given by the publisher to the author as the creator of the written work.⁷ Given that writing is no easy task, authors have spent considerable time and money to produce the writings that have been realized in the form of a book. These authors are entitled to receive appreciation or recognition from the publisher in the form of royalties commensurate with their credibility or the number of books they have produced.

In Islam, copyright is known as *Haq Al-ibtikār*, which is the exclusive right to a creation that was first created. *Ibtikār*, in its literal sense, refers to exclusive ownership and constitutes a product of human intellectual endeavor that rightfully deserves special recognition from the general public, both morally and financially.⁸

From an Islamic legal perspective, creators are granted the authority (*ikhhtisas*) to enter into contracts (*'aqd*), whether *mu'awadah* or *tabārru'*, meaning that copyright can be the subject of both commercial and non-commercial transactions.⁹ In a *'aqd mu'awadah*, the creator may produce or reproduce their work for commercial purposes, the result of which is a license—that is, permission granted to another party to publish and/or

⁵ Muhammad Asrul Maulana and Safia Adisty Mutiara Aaliyah Sulaiman, "Analysis of Legal Protection for Intellectual Property on E-Commerce Trading Platforms," *Res Judicata* 6, no. 1 (2023), <https://doi.org/10.29406/rj.v6i1.5269>.

⁶ Asmaul Asmaul, Kairuddin Karim, and Lia Trizza Firgita Adhilia, "Legal Protection Against Copyright Infringement via the Internet," *JULIA: Jurnal Litigasi Amsali Special Is* (2023), p. 81–94.

⁷ Iwandi Iwandi, Rustam Efendi, and Chairul Fahmi, "THE CONCEPT OF FRANCHISING IN INDONESIAN CIVIL LAW AND ISLAM," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v5i2.3409>.

⁸ Miftakhul Huda, "The Concept and Status of Intellectual Property Rights in Islamic Law," *SALIMIYA: Journal of Islamic Religious Studies* 1, no. 1 (2020), pp. 34–48.

⁹ Syamsul Anwar, *Sharia Contracts: A Study of Contract Theory in Fiqh al-Muamalat* (Jakarta: Rajawali Press, 2007).

distribute the work in accordance with the agreement.¹⁰ Meanwhile, in a *'aqd tabārru'*, copyright may be made into a waqf.¹¹ *Ibtikār* is a form of earnest endeavor involving great sacrifice. The discovery of a creation is not a coincidence, but rather a form of *badhl al-jūhd* (exerting one's utmost effort) so as to produce a creation.¹² Protection of the right to *ibtikār* is explained in the Qur'an, specifically in Surah As-Syu'ara: 183

وَلَا تَبْخَسُوا النَّاسَ أَشْيَاءَهُمْ وَلَا تَعْتُوا فِي الْأَرْضِ مُفْسِدِينَ ۗ ۱۸۳

"And do not deprive people of their rights, nor commit acts of corruption on earth."
(Q.S. As-Syu'ara': 183)

This verse contains a prohibition against taking the property of others. It indirectly affirms that taking property contained within the copyright of poetry or songs is forbidden in Islam. Islamic law views *haq ibtikār* as falling within the category of property, which results in the inventor or creator having absolute ownership of their work or creation in a material sense.¹³

The creator is entitled to the value of that material or those rights when it is used or utilized by others with their permission. These rights are akin to property and are subject to the laws governing it. On this basis, *the right of innovation* holds the same status as other forms of property that can be traded, inherited, and bequeathed. Therefore, to safeguard the right of *innovation* from factors that could undermine it, it must receive legal protection from the government through regulations or legislation, taking into account the interests of both parties. The government's regulation of *its*

¹⁰ Ziqhri Anhar, "The Application of the Musyarakah Contract in Islamic Banking," *Journal of Islamic Banking and Finance* 4, no. 2 (2022), <https://doi.org/10.24239/jipsya.v4i2.145.110-122>.

¹¹ Muhammad Alwi et al., "THE CONCEPT OF MAQASID AL-SHARIAH IN ISLAMIC BANKING," *Al-Amwal: Journal of Islamic Economic Law* 7, no. 2 (2022), <https://doi.org/10.24256/alw.v7i2.3549>.

¹² Fauzi, *Theories of Rights and Istishlāh in Contemporary Fiqh: An Application to the Case of Copyright* (Banda Aceh: NASAGroup, 2012).

¹³ Muhammad Achyar, Chairul Fahmi, and Riadhus Sholihin, "ISLAMIC LAW REVIEW OF MONOPOLY PRACTICES IN MODERN ECONOMICS," *Al-Mudharabah: Journal of Islamic Economics and Finance* 5, no. 2 (30 December 2024): 288–308, <https://doi.org/10.22373/AL-MUDHARABAH.V5I2.6545>.

citizens' right to innovate does not conflict with the principles of Islamic law.¹⁴

From initial observations of several authors in Aceh, there is a legal relationship between the author or writer and the publisher or printer, one aspect of which concerns a licensing agreement accompanied by royalty payments from the publisher, as the licensee, to the author, as the licensor. This is determined by the initial agreement made between the two parties. This agreement must also be implemented in accordance with the publisher's rules.

The agreement between the author and the publisher must, of course, be mutually beneficial to both parties so as to motivate the author to produce new works. However, it has also been found in practice that some authors feel aggrieved because the royalties due to the author are not paid as agreed and are even inconsistent with Law No. 28 of 2014 on copyright.

Banda Aceh, the capital of Aceh Province, has seen significant growth in book publishing, giving rise to several accomplished authors in Aceh. One of the leading publishers in producing well-known literary works is Bandar Publishing, located in Syiah Kuala District. Bandar Publishing publishes a wide variety of books, ranging from academic works and novels to history books by authors from Aceh and beyond. Furthermore, the publisher also publishes numerous works by scholars in Aceh and intellectuals from UIN Ar-Raniry, Syiah Kuala University, and other universities.

According to Bandar Publishing's official website, authors who publish books with Bandar Publishing will benefit from an agreed-upon profit-sharing system. Established in 2007, this publisher has implemented several profit-sharing systems for the sale of written works, one of which is percentage-based. Generally, the royalty rate for book publishing ranges up to 15%, whilst Bandar Publishing, a publisher of local history books, applies a 10% rate for every book it publishes.

In light of this issue, the author is interested in conducting further research in this academic thesis entitled "Analysis of the Royalty Payment System for Book Authors at Bandar Publishing (A Review Based on the Concept of *Haq Al-Ibtikār*)".

In this study, the author examines the subject in detail to ensure it possesses an element of *novelty* compared to previous research, specifically

¹⁴ Huda, "The Concept and Status of Intellectual Property Rights in Islamic Law."

by thoroughly analyzing the royalty payment system for book authors at Bandar Publishing. Not only does it examine the royalty payment system and percentage rates, but it also analyzes the royalty calculation mechanism, the transparency of sales reports, the patterns of royalty payments to authors, and the rights and obligations of both authors and publishers. It is hoped that this will yield knowledge and recommendations on a royalty system applicable to publishers.

Data and Method

The research approach employed is qualitative, a process of understanding based on a methodology that investigates social phenomena and human issues.¹⁵ Meanwhile, the research method used in this study is descriptive analysis, which aims to provide a systematic, factual, and accurate description of the phenomena under investigation, including their characteristics and relationships.¹⁶ In this case, to explain the payment of royalties to book authors at Bandar Publishing in accordance with the concept of *haq al-ibtikār*.

The data sources used in this study consist of primary and secondary data. Primary data were obtained through field research by conducting interviews with respondents using a pre-prepared questionnaire, namely the owner of Bandar Publishing. Meanwhile, secondary data consists of data obtained from a literature review, conducted to identify concepts, theories, opinions, perspectives, doctrines, and legal principles closely related to the subject matter under investigation. All data was analyzed *using qualitative descriptive methods*, comprising the following stages: data collection, data reduction, data display, and conclusion or verification.¹⁷

Results and Discussion

A. The Royalty Payment System for Book Authors at Bandar Publishing

¹⁵ Sugiyono, *Quantitative, Qualitative and R&D Research Methods* (Bandung: Alfabeta, 2020).

¹⁶ Hardani, *Research Methods: Qualitative & Quantitative* (Yogyakarta: Pustaka Ilmu, 2020).

¹⁷ Muhammad Siddiq Armia, *DETERMINING METHODS & APPROACHES TO LEGAL RESEARCH*, ed. Chairul Fahmi (Banda Aceh: Indonesian Constitutional Studies Institute, 2022).

Bandar Publishing is located at Jl. Teungku Lamgugob, Syiah Kuala, Banda Aceh, Aceh Province. Established in 2007, this publisher has published and printed thousands of books and hundreds of research papers. Bandar Publishing is also one of the publishers that operates a *marketplace*, an online shop, a physical bookshop, and is a *Google Books partner*. In addition, Bandar Publishing has several business partners with national distribution networks, such as Gramedia and several other publishers.

In the book publishing process, Bandar Publishing's management applies several mechanisms to authors. One of these is that if all publishing costs are paid by the author, then all books published by the publisher will be given to the author. The publisher only receives a 10% share. Under this scheme, if the author requests the publisher's assistance in marketing their book, the publisher reports to the author not the royalties, but the proceeds from the book's sales.¹⁸

Another mechanism is a lump-sum royalty, whereby Bandar Publishing pays the author a fixed sum, allowing it to print as many copies as possible without entering into a new agreement. Additionally, there is a sponsorship mechanism in which the sponsor pays royalties to the author. For example, an organization may act as a sponsor for the publication of a book. Finally, the appointed publisher will determine the book's printing costs, the amount of royalties the author is to receive, and the number of copies that can be printed if the book is to be marketed. All of this is governed by an agreement between the sponsor and the book publisher, who will also have previously entered into an agreement with the book's author.¹⁹

Bandar Publishing, as a publisher, is also very transparent regarding the book publishing process. Whenever books by an author are sold, the publisher always informs the author. Bandar's transparency is also evident from the monthly reports sent to the author. These reports, in accordance with national standards, are issued every three months, every six months, or once a year (annual reports). Furthermore, Bandar Publishing also informs authors if there is high demand for their published books.²⁰

¹⁸ Interview, Research Findings published by Bandar Publishing (2026).

¹⁹ *Ibid.*

²⁰ *Ibid.*

Regarding royalty payments to authors, Bandar Publishing has several schemes in place and operating to date. The first is the 'buy-out' scheme. Under this scheme, all costs associated with the publication of the book are borne by Bandar Publishing as the publisher. The second model is that Bandar will cover all costs for printing and publishing the book by paying the author a royalty of 10% in cash of the total books sold based on the catalogue. If the book sells 500 copies at a price of Rp100,000 per book, the total revenue is Rp50 million. The royalty received by the author is 10% of Rp50 million, i.e. Rp5 million for the author, and this royalty is paid in accordance with the total number of books sold at the end of the sales process.²¹

However, this scheme is sometimes modified by Bandar Publishing by providing a 10% payment in the form of books corresponding to the print run. This model is frequently used in the book printing system at Bandar Publishing. For example, if the book is printed in a run of 100 copies, the author will receive a royalty of 10 copies in the form of books following publication. This approach is implemented so that the author also takes responsibility for selling and promoting their work, ensuring that both the author and the publisher benefit mutually. The third scheme involves Bandar Publishing providing only the facilities for book publication, whilst the printing costs are borne by the author. Meanwhile, regarding copyright registration, Bandar Publishing does not require authors to register their copyright. According to Bandar Publishing's management, if a book has an ISBN, it is considered legally valid.²²

Based on the above explanation, it can be concluded that the royalty system at Bandar Publishing operates in several forms in accordance with agreements with authors, including: first, a scheme involving the purchase of documents or manuscripts; second, covering all costs for printing and publishing the book whilst paying a 10% royalty to the author; third, Bandar Publishing merely facilitates the publication of the book, whilst the printing costs are borne by the author themselves.

²¹ *Ibid.*

²² *Ibid.*

B. The Royalty Payment System for Book Authors at Bandar Publishing According to the Concept of *Haq Al-Ibtikār*

Islamic law recognizes copyright as a property right or asset that must be safeguarded and protected from anything that could infringe upon it. Similarly, piracy, plagiarizing another person's work, or failing to pay royalties to the creator constitutes theft or an act that infringes upon another's copyright. Islamic law also permits imposing a guilty verdict on those who commit such acts, with penalties as determined by the legal system.²³

In the context of *Haq al-ibtikar*, according to the scholars of the Shafi'i, Maliki, and Hanbali schools, the products of an individual's thought, creativity, and creation are considered assets. For them, wealth is not merely material in nature but also possesses utilitarian value. Therefore, copyright, or works derived from human thought, holds asset value and is equivalent to the value of agricultural produce, rental income, milk, animal fur, and the like.²⁴

Scholars of Fiqh also agree that the ownership rights of *the mubtakir* (the thinker and creator of a work) over the fruits of their thought and creativity constitute a material property right. Consequently, *as this right pertains to property (mal)*, it is tradable, can be inherited upon the owner's death, and may be bequeathed in a will should the owner wish to pass it on. In this way, copyright/creative rights fulfill all the requirements of property in Islamic jurisprudence, and hold a position equivalent to other lawful assets. Scholars of Fiqh also hold the view that a person's creative works require legal protection equivalent to that afforded to other rights.²⁵

At the International Islamic Fiqh Academy, during its fifth regular conference held in Kuwait from 1 to 6 Jumada al-Ula 1409 AH/10-15 December 1998 CE, it was agreed that rights to writings, inventions and research findings are protected under Sharia law; their owners have the right to sell them, and it is not permissible to deprive them of these rights. Similarly, the fatwa of Dr. Said Ramadhan Al-Buthi, a renowned scholar

²³ Ahmad Sarwat, *Copyright in Contemporary Fiqh Studies* (Jakarta: Rumah Fiqh Publishing, 2018).

²⁴ Nasrun Haroen, *Fiqh Muamalah* (Jakarta: Gaya Media Pratama, 2007).

²⁵ Ade Hidayat, "The Concept of Intellectual Property Rights in Islamic Law and Its Implementation for the Protection of Trademark Rights in *Indonesia*," 8, no. 1 (2014), p. 163-84.

from Syria, had previously stated that copyright is part of a person's property that must be respected and is forbidden to be taken arbitrarily. Therefore, the issue of copyright must not be taken lightly, as it relates to the financial loss of others. In Islamic law, this right makes no distinction between the property of Muslims and non-Muslims.²⁶

According to Wahbah Az-Zuhaili, regarding copyright, the author's rights enshrined in the new law – which also encompass moral rights – are, in my view, protected under Islamic law, based on the principle of *istishlah* or *maslahah al-mursalah*. An author has invested considerable effort in preparing their written work. Therefore, they are the person most entitled to that work, whether in relation to material aspects (namely, the material benefits derived from the work) or non-material/moral aspects (namely, the attribution of the work to themselves).²⁷

Based on the fatwa of the Indonesian Ulema Council (MUI) issued at the 7th MUI National Assembly on 19–22 Jumadil Khir 1426 H / 26–29 July 2005 CE, a fatwa was issued regarding the protection of Intellectual Property Rights (IPR), namely that, from the perspective of Islamic law, IPR is considered one of the *huquq maliyyah* (property rights) that receives legal protection (*mashu*) in the same way as *maal* (property). The IPR that is protected is IPR that is in accordance with Islamic law.

Intellectual Property Rights may also serve as the subject matter of a contract (*al ma'qud 'alaihi*), whether in a *mu'awadhah* contract (exchange, commercial) or a *tabarru'* contract (non-commercial), and may be endowed or inherited. Any form of infringement of IPR, including but not limited to using, disclosing, creating, utilising, selling, importing, exporting, distributing, transferring, providing, publishing, reproducing, imitating, counterfeiting, and pirating another person's IPR without permission, is considered an act of injustice and is prohibited.

Based on the above explanation, it can be understood that Bandar Publishing's system of paying royalties to book authors can be deemed lawful under the provisions of *fiqh muamalah*, particularly within the framework of the *haq al-ibtikār* (intellectual property rights) contract. In

²⁶ Yeni Fitiriani, "Legal Protection of the Author's Royalty System Regarding Book Copyright from the Perspective of the Haq Al-Ibtikar Contract (A Study at Bandar Publishing, Syiah Kuala District)" (Ar-Raniry State Islamic University, 2020).

²⁷ Yeni Fitiriani, "Legal Protection of the Author's Royalty System for Book Copyright from the Perspective of the Haq Al-Ibtikar Contract (A Study at Bandar Publishing, Syiah Kuala District)" (Ar-Raniry State Islamic University, 2020).

contemporary fiqh, *ḥaq al-ibtikār* is recognised as an exclusive right inherent to the creator over their intellectual work, which possesses economic value and may be bought, sold, or utilised through specific contracts. The royalty scheme provided by the publisher to the author reflects a cooperative agreement whereby the author grants the publisher permission to reproduce and distribute their work, whilst the publisher provides compensation in the form of a percentage of the profits from book sales. Provided that this agreement is based on the principles of voluntary consent, clarity of rights and obligations, transparency in royalty calculations, and does not contain elements of *gharar* (uncertainty), *riba*, or injustice, then such a practice is in line with the principles of fiqh muamalah. Thus, the royalty system implemented by Bandar Publishing can be regarded as valid and permissible under Sharia law as a form of utilizing *ḥaq al-ibtikār* that provides justice for both parties.

Conclusion

Based on the research and discussion conducted, this study can be concluded as follows: firstly, the royalty payment system at Bandar Publishing is implemented in several forms in accordance with the agreement with the author, including: firstly, a scheme involving the purchase of documents or manuscripts; second, covering all costs for printing and publishing the book whilst paying a 10% royalty to the author; third, Bandar Publishing merely facilitates the publication of the book, whilst the printing costs are borne by the author themselves.

Secondly, Bandar Publishing's system of paying royalties to book authors can be deemed lawful according to the provisions of fiqh muamalah, particularly within the framework of *ḥaq al-ibtikār*. The royalty scheme offered by the publisher to the author reflects a cooperative agreement whereby the author grants the publisher permission to reproduce and distribute their work, whilst the publisher provides compensation in the form of a percentage of book-sales profits. Provided this contract is based on the principles of voluntary consent, clarity of rights and obligations, transparency in royalty calculations, and does not contain elements of *gharar* (uncertainty), *riba*, or injustice, then this practice is in line with the principles of fiqh muamalah, in this case, *ḥaq al-ibtikār*.

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