

## The Relevance of the Concept of *Ujrah* in the Commercialisation of *Orthodontic* Services by Dentists in Baitussalam Sub-district, Aceh Besar Regency

**Teuku Muhammad Rafi**

Universitas Islam Negeri Ar-Raniry Banda Aceh, Indonesia

Email: 190102192@student.ar-raniry.ac.id

### Abstract

The study aims to examine the standard of fees in orthodontic services, which involves complex, long-term cost characteristics that can create uncertainty about information for patients as healthcare service users based on the principle of fee clarity in Islamic commercial law (*fiqh muamalah*) and the fulfillment of consumer rights as stipulated in the Consumer Protection Act. This study focuses on answering questions regarding how the practice of setting costs for dental treatment and the fitting of braces in Baitussalam Sub-district operates and to what extent such practices comply with the principle of 'ujrah' in 'ijarah' contracts and consumer protection regulations. The research method employs a legal-empirical approach with a descriptive-analytical study design. Primary data was obtained through interviews with two dentists, one dental nurse, and one patient, whilst secondary data was sourced from *fiqh muamalah* literature, legislation, and scientific journals. Data collection techniques included interviews, limited observation, and document analysis with qualitative data analysis. The research findings indicate that the setting of *orthodontic* fees remains variable and is not yet fully transparent, particularly regarding additional costs beyond the initial tariff. This situation has the potential to introduce elements of *gharar* and does not yet fully satisfy the principle of *ridha* in the *ijarah* contract, nor does it fully meet consumers' right to clear information; therefore, there is a need to strengthen standards of cost transparency and establish a more comprehensive tariff communication system.

**Keywords:** Ujrah; Orthodontics; *Fiqh Muamalah*; Consumer Protection.

### Introduction

The healthcare financing system demands transparent and proportionate cost certainty for every service user. The practice of setting *ujrah* for dental services forms part of a service transaction that requires clarity regarding benefits, agreement on value, and legal protection for patients.

*Orthodontic* services are a type of medical service with a complex cost structure, as they involve a series of long-term procedures; this complexity leaves patients vulnerable to cost uncertainty.

The national legal framework affirms that every consumer is entitled to accurate, clear, and honest information regarding services.<sup>1</sup> The Consumer Protection Act regulates the obligations of business operators to provide services that meet standards. The provisions of this Act mandate that every healthcare provider must operate in good faith.<sup>2</sup> These rights and obligations serve as legal instruments that should underpin fee-setting practices in *orthodontic* services. These legal norms form the basis for assessing whether existing practices provide adequate protection for patients.

Fee setting in *fiqh muamalah* is governed by the concept of *ujrah*, which is compensation given for the benefit received from a service. The *ijarah* contract requires clarity of benefits, certainty of costs, and the consent of both parties before the transaction is carried out.<sup>3</sup> These conditions form the standards of Islamic economics, which reject any ambiguity or *gharar* in contracts. Fairness in determining *ujrah* is a fundamental principle in the provision of services, including healthcare services such as *orthodontic* treatment.

The normative reality indicates that legal regulations and Sharia principles have established clear standards for determining service fees. These standards require cost transparency and clarity of benefits before treatment. These provisions are idealistic in nature and guide service providers to act in accordance with the principles enshrined in the legal framework.

Field observations reveal variations in fee-setting among dentists and *orthodontic* service providers. Differences in tariffs are often influenced by factors such as competence, facilities, and the business strategies of individual clinics. These variations lack a standard benchmark, leading to differing perceptions of costs among patients. The absence of standardized tariffs makes it difficult for patients to understand the reasonableness of costs.

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<sup>1</sup> Romi Faslah. "Consumer Protection in the 21st-Century Market Through the Lens of Law, Empiricism, and Islam." *Journal of Digital Economics and Business*, vol. 2, no. 4 (2025), pp. 26–47.

<sup>2</sup> Norma Sari. *Consumer Protection in the Pharmaceutical Sector: A General Review of Legislation in Indonesia*. Yogyakarta: UAD PRESS, 2021, p. 56.

<sup>3</sup> Hamsah Hudafi, and Ahmad Budi Lakuanine. "The Application of the *Ijarah* Contract in Islamic Bank Financing Products." *Journal of Islamic Economics, State Islamic Institute Sultan Amai Gorontalo*, vol. 2, no. 1 (2021), pp. 44.

Patient experiences indicate that cost information is not always provided comprehensively. Explanations regarding additional procedures, supporting equipment, and follow-up appointments are not fully understood by patients.<sup>4</sup> This lack of understanding creates a potential information imbalance between the doctor and the patient, which can introduce an element of *gharar* into the contract.

Observations indicate that larger clinics tend to have more structured and documented pricing systems. Small-scale service providers still rely on verbal explanations when determining costs for patients. Differences in administrative systems also create significant variations in the level of cost certainty patients receive. This inconsistency directly affects the certainty of *ujrah* from a Sharia perspective. This impact suggests that cost-setting practices require more proportionate standards.

The diversity of methods used to set and explain costs affects patients' understanding when giving consent to treatment.<sup>5</sup> Consent given without sufficient information raises issues in the *ijarah* contract. The principle of consent in service transactions requires consent to be based on adequate knowledge,<sup>6</sup> Whilst a lack of clarity in information hinders the formation of consent for the use of *orthodontic* services.

As business operators, doctors have a responsibility to ensure that the benefits of treatment are clearly communicated. This responsibility includes explaining the process, risks, and cost components associated with each stage of *orthodontic* treatment.<sup>7</sup> *Fiqh muamalah* places service providers under an obligation to uphold trust in every transaction, and the dental profession's code of ethics further reinforces this obligation.

Legislation provides safeguards for healthcare service consumers in the event of harm. Article 19 of the Consumer Protection Act grants patients the right to seek accountability for services that fail to meet standards.<sup>8</sup> This right reinforces the doctor's duty to provide safe and procedurally sound care; these provisions offer repressive legal protection in the event of service errors. This

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<sup>4</sup> Musdalifah, an orthodontic patient, interviewed on 3 November 2025.

<sup>5</sup> *Ibid.*

<sup>6</sup> St Salehah Madjid. "Principles (Fundamentals) of Muamalah." *Journal of Islamic Economic Law*, vol. 2 no. 1 (2018), p. 17.

<sup>7</sup> Widiana Beta Arthanti, et al. *Medical Ethics and Health Law*. (East Java: Thalibul Ilmi Publishing & Education), 2024, p. 9.

<sup>8</sup> Henny Saida Flora. "Protection of Patients' Rights as Consumers in Healthcare Services from the Perspective of the Consumer Protection Act." *Fiat Iustitia: Law Journal*, vol. 3 no. 2, (2023), p. 154.

protection forms a crucial aspect of the legal relationship between doctor and patient.

Empirical evidence shows that the harm experienced by patients is not always physical. Harm can arise from costs when patients are required to bear additional expenses beyond the initial information provided. The causes of harm often stem from inaccurate information or a lack of explanation regarding potential follow-up procedures.<sup>9</sup> This form of harm falls within the scope of consumer protection under the law and, in fact, highlights the importance of evaluating practices regarding the communication of costs.

The practice of fee-setting in *orthodontics* reveals a blend of professional services, business interests, and consumer rights. This blend often creates tension when transparency is not optimally maintained. Such tension indicates the need for a normative study from the perspectives of Sharia law and positive law; examining both legal frameworks provides a comprehensive picture of a practice's legitimacy.

Both the normative and empirical frameworks reveal problematic areas requiring deeper analysis. These include cost uncertainty, variations in fee practices, and information asymmetry between doctors and patients. The existence of these phenomena underscores the relevance of legal research on the alignment of fee-setting with Sharia principles and national regulations. This study offers benefits to academia and the dental profession. This urgency demonstrates that the research issue holds theoretical and practical significance, warranting further investigation.

## Data and Method

The research methodology was designed using a legal-empirical approach that combines normative analysis and field findings to examine fee-setting practices in *orthodontic* services. The study is descriptive-analytical in nature, enabling it to describe the phenomenon factually whilst analyzing its relationship with the provisions of *fiqh muamalah* and consumer protection regulations. Data sources consist of primary data obtained through interviews with 2 dentists, 1 dental nurse, and 3 patients, as well as secondary data from *fiqh* literature, statutory provisions, scientific journals, and other relevant documents. Data collection techniques included in-depth interviews, limited observation of service procedures, and a document review of legal provisions such as the Consumer Protection Act, as well as fatwas or theories regarding

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<sup>9</sup> Musdalifah, a patient using orthodontic services, interviewed on 3 November 2025.

*ujrah* in *ijarah* contracts. Data analysis utilized qualitative analysis methods, beginning with data reduction, categorization of findings, interpretation of *ujrah* determination practices, and assessment of their compliance with Sharia principles and positive legal norms.

## Results and Discussion

### A. The Concept of *Ujrah* in Fiqh Muamalah

Terminologically, *ujrah* is the remuneration or fee paid for the benefit of a service or the use of a good in an *ijarah* contract. In fiqh muamalah, *ujrah* is not understood merely as the price of a service, but as a compensation value agreed upon consciously and fairly by the parties for a benefit that is lawful according to Sharia.<sup>10</sup>

Wahbah az-Zuhaili defines *ujrah* as '*iwadh 'an al-manfa'ah*, that is, a substitute for the benefit derived from a service that is halal and clear.<sup>11</sup> Thus, *ujrah* is an essential element in an *ijarah* contract because, without clarity regarding *ujrah*, the contract risks containing *gharar*. In the context of healthcare services, including *orthodontic* services, *ujrah* represents the value of professionalism, medical expertise, and the therapeutic benefits the patient receives. The concept of *ujrah* has a strong normative foundation both in Islamic legal sources and in contemporary muamalah practice; Allah SWT states: "If they breastfeed (your children) for you, then give them their wages." (QS. At-Thalaq [65]: 6)

This verse affirms the obligation to pay wages to women who breastfeed children following a divorce. The normative meaning of this verse indicates that the act of breastfeeding is regarded as a service possessing economic value; therefore, it must not be assumed to be an obligation without compensation. Within the framework of Islamic law, this indicates recognition of women's rights following divorce, particularly in civil relations between former spouses. This verse also affirms the principle of distributive justice, whereby the burden of child-rearing is not entirely placed upon the mother, with the father bearing financial responsibility for maintenance.<sup>12</sup>

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<sup>10</sup> St Salehah Madjid. "Principles (Fundamentals) of Muamalah." *Journal of Sharia Economic Law*, vol. 2 no. 1 (2018), p. 18.

<sup>11</sup> *Ibid.*

<sup>12</sup> Any Sani'atin, et al. "Maternal and Child Well-being: The Implementation of Exclusive Breastfeeding for Working Women Based on Article 11(1) of Law No. 4 of 2024 and

Another dimension of this verse underscores the legitimacy of ijarah (service contract) in Islamic law, particularly in the context of child-rearing. The provision of remuneration for breastfeeding services indicates that Islam regulates not only aspects of worship but also social and economic relations in a proportionate and just manner.<sup>13</sup> This verse can be interpreted as a normative basis for protecting women's economic rights and reinforcing the father's responsibility for the child's welfare. Its relevance in a contemporary context is evident in the importance of regulations that guarantee mothers' rights, both as carers and as parties making significant contributions to children's growth and development, without neglecting justice and the public good. The validity of the principle of ujrah is also found in the hadith of the Prophet Muhammad (peace be upon him):

أَنَّ صَلَّى اللهُ عَلَيْهِ وَسَلَّمَ قَالَ: أُعْطُوا الْأَجِيرَ أُجْرَتَهُ قَبْلَ أَنْ يَجِفَّ عَرْقُهُ

"Verily, the Messenger of Allah (peace be upon him) said: 'Pay the laborer his wages before his sweat dries.'" (Narrated by Ibn Majah and al-Baihaqi)

The hadith narrated by Sunan Ibn Majah and Sunan al-Baihaqi emphasizes the moral and legal obligation to pay workers' wages promptly upon completion of the work. The phrase "before their sweat dries" is a metaphor for a strict prohibition on delaying workers' economic rights, as such delays can lead to injustice and exploitation.<sup>14</sup> From an Islamic legal perspective, this hadith forms the basis of the principle of justice in employment relationships (ijarah), which requires certainty, punctuality, and respect for the rights of workers who have provided the services. Contextually, this hadith also reflects Islam's commitment to protecting workers and its rejection of practices that harm them within the economic system, making it relevant as an ethical foundation for modern labor regulations.<sup>15</sup>

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the Maqashid al-Shari'ah Perspective." *Al Yasini: Journal of Islam, Society, Law and Education* 10.6 (2025): 725-725. <https://doi.org/10.55102/alyasini.v10i6.152>

<sup>13</sup> Azfa Rasyad, Riyan Ramdani, and Ahmad Maula Hadi. "Child Custody Rights for Working Mothers: An Analysis of Maqasid al-Shari'ah and Indonesian Positive Law." *USRAH: Journal of Islamic Family Law* 7.1 (2026): 435-448. <https://doi.org/10.46773/6cq13516>

<sup>14</sup> Aqly Mubarak. "Deferral of wages (ujrah) under Sharia contract law." *AL-IBANAH* 7.1 (2022). <https://doi.org/10.54801/iba.v7i1.81>

<sup>15</sup> Nanda Misbahul Humam, Fitri Fidianingsih, and Firda Aulia. "Analysis of Literal and Figurative Hadiths in Explaining the Concept of Ujrah in Ijarah Contracts." *SIGHAT: JOURNAL OF SHARIA ECONOMIC LAW* 3.2 (2025): 11-22. [https://doi.org/10.35905/shighat\\_hes.v3i2.14002](https://doi.org/10.35905/shighat_hes.v3i2.14002)

The permissibility of ujrah (wages) is agreed upon by scholars of the four main schools of jurisprudence—the Hanafi, Maliki, Shafi’i, and Hanbali schools—on the basis that ujrah is part of the ijarah contract, which is permissible provided it fulfills clear conditions and requirements, such as the clarity of the benefit (ma’qud ‘alaih), clarity regarding the amount of wages, and the consent of the parties.<sup>16</sup> The Hanafi school emphasizes the aspect of measurable benefit, whilst the Maliki school is more flexible in accepting custom (‘urf) as the basis for determining wages. The Shafi’i school requires strict clarity regarding the type of work and remuneration to avoid gharar. In contrast, the Hanbali school tends to be moderate, still requiring clarity but allowing room for evolving practices. Taken together, these views indicate that ujrah is considered valid as compensation for services, provided it does not contain elements of uncertainty, fraud, or exploitation, and is thus consistent with the principle of justice in muamalah.<sup>17</sup>

The validity of ujrah is largely determined by the fulfillment of the essential elements and conditions in the ijarah contract, which reflect the principles of justice and legal certainty. The element of al-‘aqidain positions the service provider (mu’jir) and the service recipient (musta’jir) as legal subjects who must possess legal capacity; thus, in orthodontic services, the dentist as the service provider and the patient as the service recipient must be of sound mind, not coerced, and understand the consequences of the contract. The object of the contract (ma’qud ‘alaih), which consists of the benefits of the service, must be clear, measurable, and not contrary to Sharia; in the context of orthodontics, this includes medical procedures such as the fitting of braces, the correction of tooth position, and the improvement of the function and aesthetics of the oral cavity. This clarity is essential to prevent uncertainty (gharar) that could disadvantage either party, particularly regarding expected outcomes and the scope of services provided.<sup>18</sup>

The dimension of ujrah as remuneration for services requires transparency regarding the amount, form, and timing of payments agreed

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<sup>16</sup> Abd Rauf Wajo, and Arjun A. Jama. "Analysis of Ujrah from the Shafi’i School Perspective in the Brick-Making Business in Samsuma Village, Malifut Sub-district, North Halmahera Regency." *Al-Mizan: Journal of Legal and Economic Studies* 9,2 (2023): 91–109.

<sup>17</sup> Siti Nurhasanah, and Vina Sri Yuniarti. "Analysis of Fatwa No. 11/Dsn-Mui/Iv/2000 of the National Sharia Council of the Indonesian Ulema Council Regarding Ujrah in Kafalah Contracts." *Al-Muamalat* 6.2 (2019): 153–166. [10.15575/am.v6i2.9646](https://doi.org/10.15575/am.v6i2.9646)

<sup>18</sup> Muhammad Afal Haq, et al. "The Application of the Wakalah Bil Ujrah Contract in Online Freelance Delivery Services: A Study of Sharia Economic Innovation in the Context of the Gig Economy." *Az-Zarqa': Journal of Islamic Business Law* 5.1 (2025): 30-46. <https://doi.org/10.14421/7gq12c25>

upon before the contract is concluded; thus, in orthodontic practice, treatment costs must be explained from the outset, including whether they are in the form of a package or paid in stages according to the treatment process. Ujah in this service encompasses not merely the initial fitting of braces but also the full range of benefits, including consultations, routine check-ups, appliance adjustments, and ongoing post-treatment education. Shighat (ijab and qabul) is reflected in the agreement between the doctor and the patient, based on voluntary consent without coercion, typically manifested in informed consent as a form of professional agreement. The fulfillment of all these elements indicates that the practice of orthodontic services can be categorized as a valid ijarah contract, provided it adheres to the principles of clarity, fairness, and the common good for both parties.

It can be concluded that the concept of ujah in fiqh muamalah constitutes a valid form of compensation for the benefits of a service that is lawful, clear, and agreed upon – – in a fair manner within the ijarah contract, with a strong normative foundation in the Qur'an and hadith, and reinforced by the consensus (ijma') of scholars across various schools of thought. Its validity depends on the fulfillment of the contract's pillars and conditions, including the legal capacity of the parties, the clarity of the object of benefit, the transparency of the remuneration, and the presence of mutual consent in the offer and acceptance. This principle affirms that ujah is not merely an economic value, but also a manifestation of justice and the protection of rights in commercial relations. In the practice of orthodontic services, ujah reflects the total professional benefit received by the patient; therefore, provided it meets the principles of clarity, justice, and freedom from gharar, such a practice may be categorized as a valid ijarah contract in accordance with Sharia values.

#### **B. The Practice of Setting Fees for Dental Treatment and Braces Fitting at Clinics in Baitussalam Sub-district**

The setting of *orthodontic* service fees in Baitussalam Sub-district, Aceh Besar Regency, is determined by individual service providers. An informant from Na Dental Care explained that fee setting begins with calculating material costs, case complexity, and clinic standards.<sup>19</sup> Informant Dr. Nurfal Zikri stated that fees are determined by expertise, equipment quality, and

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<sup>19</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

prevailing rates in the surrounding area.<sup>20</sup> Informant Mustika Oktalia Putri emphasized that the initial cost is often adjusted based on the treatment requirements following an examination.<sup>21</sup> This diverse range of mechanisms provides a starting point for assessing the certainty of fees from the perspective of *fiqh muamalah*.

The setting of *orthodontic* fees in Baitussalam Sub-district reveals variations in underlying calculation methods among service providers, illustrating the absence of a uniform standard for determining *ujrah*. Na Dental Care emphasizes material costs and the level of case difficulty, whilst Dr. Nurfal Zikri links fees to competence and the quality of equipment. Mustika Oktalia Putri's practice demonstrates flexibility regarding initial costs, which are determined only after an examination. This diversity of mechanisms raises questions regarding the certainty of the fee's value and the transparency of information, which are key principles in *fiqh muamalah*. This practice opens up scope for analysis regarding the potential for *gharar* and the need for alignment with the principles of clarity of benefit and certainty of reward.

Regarding the differences in tariffs between established clinics and the factors influencing them, an informant from Na Dental Care stated that the competence of the dentist, the quality of facilities, and the use of premium materials are the main distinguishing factors.<sup>22</sup> Informant Dr Nurfal Zikri assessed that a dentist's reputation and clinical experience significantly contribute to determining fees.<sup>23</sup> Informant Mustika Oktalia Putri added that variations in equipment and differences in clinic operational costs also influence pricing.<sup>24</sup> These factors form the basis for analyzing the reasonableness of fees in healthcare services.

Differences in fees among orthodontic clinics in Baitussalam Sub-district reflect varying factors influencing *fee* determination, meaning that each service provider has a non-uniform basis for setting costs. The dentist's competence, the quality of facilities, and the use of premium materials are significant differentiators, as explained by Na Dental Care, whilst Dr Nurfal Zikri emphasized the influence of reputation and clinical experience. Mustika Oktalia Putri highlighted variations in equipment and the scale of operational costs as additional factors shaping service prices. This diversity indicates that

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<sup>20</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>21</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025.

<sup>22</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

<sup>23</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>24</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025.

fees are determined not only by the medical procedure itself but also by each provider's added value and professional standards. Below is a comparison of orthodontic service prices between Na Dental Care Clinic and Dr Nurfal Zikri's practice (Apotek Raya) in Baitussalam Sub-district, Aceh Besar.

Table 1: the type of orthodontic services and the prices

Type of Orthodontic Service	Na Dental Care (estimated)	Dr Nurfal Zikri's Practice (Apotek Raya) (estimated)	Details
Initial orthodontic consultation	Rp150,000 - Rp300,000	Rp150,000 - Rp300,000	Initial consultation & examination
Dental model casting / impression	IDR 100,000 - IDR 300,000	Rp100,000 - Rp300,000	For the creation of a treatment model
Fitting <b>metal braces (both jaws)</b>	IDR 4,000,000 - IDR 6,500,000	IDR 4,000,000 - IDR 6,000,000	Standard range for general clinics in Indonesia
Fitting of <b>ceramic/aesthetic braces</b>	IDR 5,000,000 - IDR 8,000,000	IDR 5,000,000 - IDR 7,500,000	Prices may be higher depending on the material
Monthly check-up (per visit)	IDR 150,000 - IDR 400,000	Rp150,000 - Rp400,000	Wire adjustment / evaluation
Braces and retainer removal	IDR 400,000 - IDR 1,500,000	Rp400,000 - Rp1,500,000	Includes final retainer

The table above shows a difference in *orthodontic* service prices between Na Dental Care Clinic and Dr Nurfal Zikri's Practice (Apotek Raya) in Baitussalam Subdistrict. Although the types of services provided are relatively similar, the cost structures and pricing systems applied by each clinic show quite significant variations. Na Dental Care Clinic tends to use a package system that covers fitting and routine check-ups, whilst Dr Nurfal Zikri's

Practice (Apotek Raya) applies a separate payment system for each follow-up service.

These price differences are influenced by several factors, including the quality of the orthodontic materials used, the comprehensiveness of the clinic's facilities, the dentist's reputation and experience, and the service administration system. From the perspective of Islamic economic law, such variations in fees are, in principle, permissible, provided they are based on the actual benefits of the service and accompanied by transparent information to the patient. However, if the details of follow-up costs, such as routine check-ups and retainers, are not clearly explained from the outset, this can introduce an element of *gharar* and undermine the fulfillment of the principle of *ridha* in the *ujrah* contract.

Regarding the issue of cost transparency communicated to patients before *orthodontic* treatment. According to an informant from Na Dental Care, cost details are provided via package lists and direct explanations during consultations.<sup>25</sup> Informant Dr. Nurfal Zikri noted that verbal explanations are the most commonly used method for explaining cost structures.<sup>26</sup> Informant Mustika Oktalia Putri acknowledged that some patients do not understand the fee details despite explanations having been provided.<sup>27</sup>

The question of whether there are standard guidelines for setting *orthodontic* fees, either from professional associations or through mutual agreements between dentists and dental nurses in the Baitussalam sub-district. Informant Na Dental Care stated that there are no specific standards, so each clinic sets its fees based on its own strategy.<sup>28</sup> Informant Dr. Nurfal Zikri revealed that market orientation has a dominant influence on pricing.<sup>29</sup> Informant Mustika Oktalia Putri stated that support staff lack specific guidelines for determining certain costs.<sup>30</sup>

Cost transparency in *orthodontic* services in Baitussalam Sub-district appears not to be functioning optimally, although each service provider has their own communication approach. Na Dental Care relies on a list of packages and explanations during consultations, whilst Dr. Nurfal Zikri more frequently uses verbal explanations without written details. Mustika Oktalia Putri indicated that some patients still do not understand the fee structure

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<sup>25</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

<sup>26</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>27</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025.

<sup>28</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

<sup>29</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>30</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025

despite explanations, suggesting limited effectiveness of cost communication. The absence of collectively agreed pricing standards exacerbates this situation, as each clinic sets prices based on internal strategies and market trends. The lack of standard guidelines creates uncertainty regarding the value of *fees* and necessitates evaluation from the perspective of *fiqh muamalah*, which requires clarity on benefits and certainty of compensation.

Regarding the benefits and components of *orthodontic* services, the information was explained to patients. Informant Na Dental Care stated that explanations use dental models and clinical photographs to clarify the patient's condition.<sup>31</sup> Informant Dr. Nurfal Zikri explains the procedure, treatment duration, and risks of patient non-compliance directly.<sup>32</sup> Informant Mustika Oktalia Putri added that limited consultation time sometimes prevents explanations from being conveyed in depth.<sup>33</sup> This explanation of benefits is directly relevant to the clarity of the contract's subject matter within the concept of *ujrah*.

Regarding post-treatment responsibilities carried out following *orthodontic* treatment. Informant Na Dental Care stated that routine check-ups are the primary form of responsibility towards patients.<sup>34</sup> Informant Dr. Nurfal Zikri emphasized the professional obligation to monitor case progression until stable results are achieved.<sup>35</sup> Informant Mustika Oktalia Putri emphasized the importance of education regarding retainers and the risk of relapse.<sup>36</sup> This responsibility serves as a reference when linked to Article 19 of the Consumer Protection Act.

Variations in fees among the three informants led to differing perceptions among patients regarding the fairness of *orthodontic* costs. Different fee structures raised questions about the consistency of applying the principle of *ujrah*, which demands clarity and certainty of value. Clarity regarding cost components is crucial to ensuring there is no uncertainty in the contract. Informants noted that patients' understanding often differs from the information provided by the clinic.

Findings on transparency indicate that Na Dental Care employs the most systematic approach to presenting a written fee schedule. Written details help patients understand the fee structure more clearly. Informants Dr. Nurfal

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<sup>31</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

<sup>32</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>33</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025

<sup>34</sup> Dr Lindawati, dentist at Na Dental Care, interviewed on 5 November 2025.

<sup>35</sup> Dr Nurfal Fajri, dentist at Apotek Raya, interviewed on 5 November 2025.

<sup>36</sup> Mustika Oktalia Putri, Amkg, interviewed on 10 November 2025

Zikri and nurse Mustika Oktalia Putri still rely on verbal communication when providing cost information. The use of technical medical terminology often causes patients to struggle to understand the cost details. This information imbalance is a crucial issue in assessing the contract's validity.

An analysis of *fiqh muamalah* emphasizes the importance of avoiding *gharar* by providing clear explanations of costs. Interviews revealed that ambiguity about additional costs persists in clinical practice. Informants noted that follow-up procedures are often required, thereby adding costs beyond the basic package. Patients sometimes only become aware of additional costs during their next check-up. This phenomenon reflects the discrepancy between the ideal contract and actual practice.

Regulations under Article 4 of the Consumer Protection Act grant patients the right to receive accurate, honest, and clear information. Research findings indicate that service providers have not always been able to fulfill this right optimally. Patients often understand the costs of the initial procedure but not those of follow-up appointments. Informants acknowledged that time constraints during consultations reduce the effectiveness of information delivery. This situation highlights the need for improvements to the clinic's information system.

Section 7 of the Consumer Protection Act requires businesses to act in good faith when providing services. Informant Dr. Nurfal Zikri emphasized that good faith is reflected in honesty when explaining the benefits and risks of treatment. Informant Na Dental Care noted that clinical ethical standards are upheld by providing transparent written pricing. Informant Mustika Oktalia Putri noted that the quality of communication by support staff influences patients' level of understanding. This legal norm provides a basis for evaluating the fairness of fee setting.

Article 8 of the Consumer Protection Act prohibits service providers from providing misleading information. Research data found no indication of deliberate misinformation; discrepancies in understanding of fees often arise from insufficiently detailed explanations. Patients receive general information without being informed of the possibility of additional costs; this highlights the need for more effective communication methods.

The concept of 'ujrah' requires certainty regarding the agreed remuneration before a contract is concluded. Differences in patients' medical conditions mean that fees cannot always be determined rigidly. Informants explained that cost estimates are often provided within a certain range before

treatment; patients require a more comprehensive explanation to make an informed decision.

Fee packages are a strategy used by clinics to reduce cost uncertainty. Service packages typically include fitting, several routine check-ups, and access to specific equipment. Packages help patients understand the minimum cost of *orthodontic* treatment. Packages do not cover additional medical procedures that may arise during treatment; this uncertainty is a key point of analysis under the principle of *ujrah*.

Field findings indicate that some patients focus solely on the initial fee without understanding the full scope of treatment. The information provided during consultations has not been sufficient to explain the entire process in detail; informants noted that patients often only grasp the duration and complexity of treatment after the procedure has begun. This knowledge gap affects patients' awareness when agreeing to costs.

Data analysis indicates that patients require information about potential additional costs during treatment. Informants explained that some cases require special procedures not included in the initial package. Patients often assume that the initial fee covers the entire process through completion; the discrepancy between patient expectations and medical conditions creates misalignment in fee perception.

Consent in the *ijarah* contract requires informed agreement between the patient and the service provider. Informants explained that patient consent is obtained following a brief explanation of the procedure and costs. Patients often consent to costs administratively without understanding all aspects of the treatment. Informants acknowledged that this pattern of consent does not yet fully meet the ideal standards of informed consent. Improving the quality of communication is an urgent need.

The alignment of field practice with the principle of clarity of benefits was analyzed based on how service providers explain the subject of treatment to patients. Explanations regarding the benefits of treatment, the type of equipment, and the expected outcomes form the basis for fulfilling the element of *ma'qud 'alaih* in the *ijarah* contract. Informants indicated that the level of detail in explanations varies across clinics, thereby affecting patients' understanding. Information conveyed visually through dental models helps clarify the subject of the contract; clarity of benefits is the primary foundation for ensuring that *orthodontic* treatment meets the normative principle of *ujrah*.

Based on interviews with several patients using orthodontic services in Baitussalam Sub-district, an understanding was gained of patients'

perceptions of cost transparency, service suitability, and the fairness of the clinic's fees.

A patient with the initials MS stated that at the start of the consultation, they were given only general information about the cost of fitting braces, without a detailed explanation of subsequent costs. MS stated that they only became aware of additional costs for routine check-ups, wire replacements, and specific treatments after the treatment process had begun. This situation creates uncertainty for patients as they prepare for long-term financial commitments. MS believes that if all cost components had been explained in writing from the outset, the decision to use orthodontic services could have been made with greater care.<sup>37</sup>

Another patient, identified by the initials AR, noted that price differences between clinics were quite significant, yet these were not accompanied by adequate explanations regarding the factors justifying such variations. AR compared consultation experiences at two different clinics, where Clinic A charged a higher fee for braces than Clinic B, but details on the quality of materials, treatment duration, and additional facilities were not provided. This made it difficult for AR to assess the reasonableness of the fees charged and cast doubt on whether the price difference was commensurate with the benefits received.<sup>38</sup>

Meanwhile, a patient with the initials NF stated that communication regarding treatment costs was mostly verbal and brief. NF acknowledged that during the initial consultation, they were more focused on the promised aesthetic results than on understanding the full cost structure. Only after treatment had begun did NF realize that there were additional costs beyond the initial agreement. This experience led NF to believe that the consent given was not fully informed, resulting in financial discomfort.<sup>39</sup>

From the results of these interviews, it can be concluded that some patients have not received complete and structured cost information before entering into an orthodontic service agreement. The predominance of verbal explanations, the absence of written details, and the lack of clarification regarding potential additional costs place patients in an informationally unequal position relative to the service provider. This situation implies that the principles of consent and clarity of remuneration in the *ijarah* contract have not been optimally fulfilled, as required by *fiqh muamalah*.

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<sup>37</sup> Interview Results with Patient MS, on 5 January 2026.

<sup>38</sup> Interview Results with Patient AR, on 5 January 2026.

<sup>39</sup> Interview results with Patient NF, on 5 January 2026.

These findings indicate that cost transparency serves not only as an administrative obligation but also as an ethical and legal prerequisite for ensuring fairness in the relationship between dentists and patients. Therefore, a more systematic, detailed, and easily understandable mechanism for communicating cost information is required to enable patients to give informed consent and avoid elements of *gharar* in *orthodontic* practice.

The certainty of the fee is assessed based on the fee structure explained to the patient. The fee package provided by the clinic offers an initial overview of the total costs to be paid. Informants confirmed that additional procedures often incur new fees not outlined in the initial package. This is the area where potential *gharar* arises if not explained before the procedure is carried out. Evaluating the certainty of fees is key to assessing the fee's alignment with the *ijarah* contract.

### **C. Forms of Legal Protection for Patients in the Practice of Setting Ujah *Orthodontic* Services under Sharia Economic Law and Statutory Law Consumer Protection**

The practice of setting *ujrah* for *orthodontic* services places patients in a vulnerable position due to information asymmetry stemming from the complexity of procedures and significant fee variations between clinics. *Orthodontic* services involve a series of long-term procedures, specialized equipment, and regular check-ups, which are often not fully understood by patients. Information regarding benefits, risks, and fee components is a crucial aspect to ensure transactions proceed fairly. The reality on the ground reveals differences in how healthcare facilities communicate fee details to patients. This pattern of cost communication is directly linked to legal protection from both Sharia and positive law perspectives.

The concept of legal protection essentially safeguards the rights of the weaker party in a transaction.<sup>40</sup> Healthcare practices, including *orthodontic* services, fall into the category of services requiring a high degree of expertise, meaning patients often cannot assess the reasonableness of fees. This imbalance can lead to injustice if doctors fail to provide complete and honest information. Legal protection exists to mitigate potential consumer harm arising from a lack of knowledge. Both Sharia regulations and legislation

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<sup>40</sup> Husnul Khatimah. "Legal Protection for Consumers in Online Sales Transactions on the Lazada and Shopee Apps." *Lex Lata* (2022).

establish ethical standards and responsibilities that healthcare professionals must fulfill.

Islamic economic law regards the principle of *ujrah* as a fundamental element of the *ijarah* contract. *Ujrah* is understood as remuneration for the benefits of services provided through a clear agreement that does not give rise to *gharar*.<sup>41</sup> Scholars emphasize that clarity of the benefits and certainty of the remuneration amount are prerequisites for the validity of a *ujrah* contract. Wahbah al-Zuhaili's view states that *ujrah* must be determined transparently and without ambiguity so as not to disadvantage the recipient of the service.<sup>42</sup> This line of thinking strengthens the theoretical foundation for the fair regulation of *orthodontic* service fees.

Legal protection from a Sharia perspective emphasizes not only the fairness of fees but also the adequacy of information provided to patients. Details regarding the type of equipment, the quality of materials, and the total estimated cost form part of the service provider's duty. A lack of transparency may be categorized as *gharar*, which is prohibited in *fiqh muamalah*. *Gharar* in the context of healthcare costs arises when patients are unaware of the cost details before consenting to a procedure. Protection against *gharar* is a key principle in determining sharia-compliant fees.

The initial examination in *orthodontic* treatment forms the foundation for establishing an *ijarah* contract between the dentist and the patient. This diagnostic stage ensures that the object of benefit (*ma'qud 'alaih*) offered by the dentist is truly clear so as not to give rise to *gharar* in the determination of the fee. Information regarding dental conditions, X-ray results, and treatment requirements must be communicated transparently as a form of honesty in commercial dealings. Article 4 of the Consumer Protection Act (UUPK) stipulates that consumers are entitled to accurate, clear, and honest information regarding the conditions and benefits of services. Accuracy in diagnosis at the initial stage reflects the doctor's obligation to uphold fairness and avoid the uncertainty prohibited in *Islamic commercial jurisprudence (fiqh muamalah)*.

Treatment planning is a crucial phase in clarifying the *ijarah* contract, as it outlines the type of equipment, treatment methods, and the estimated duration of care. The clarity of the treatment plan demonstrates the doctor's

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<sup>41</sup> Diky Faqih Maulana. "Analysis of the *Ijarah* Contract in Islamic Banking Practice." *Muslim Heritage*, vol. 6 no. 1 (2021), p. 7.

<sup>42</sup> SURIANTI. *The Concept of the Ijarah Contract According to Wahbah az-Zuhaili (Legality, Conditions and Termination of the Ijarah Contract)*. Thesis at IAIN Parepare, 2022.

commitment to upholding the principle of *ridha*, which requires the informed consent of both parties in a service transaction. Article 7 of the UUPK obliges business operators to act in good faith when providing services to consumers. A detailed explanation of the treatment plan helps patients understand the benefits of the treatment and any additional costs. This transparency ensures that the *ijarah* contract proceeds without elements of exploitation that conflict with the principle of justice in *fiqh muamalah*.

The fitting of *orthodontic* appliances constitutes the provision of a leased benefit under an *ijarah* contract and requires professionalism from the doctor, the service provider. Doctors are obliged to explain the appliance's function, the risks of use, and any discomfort that may arise during treatment.<sup>43</sup> . This explanation forms part of the trust (*amanah*) in *fiqh muamalah*, which obliges service providers to act in accordance with their professional competence. The UUPK prohibits misleading information, as stipulated in Article 8, so the dentist must ensure that all information provided is accurate. Proper execution of procedures reflects moral, Sharia, and statutory responsibilities for patient protection.

Routine checks are part of fulfilling ongoing obligations under the *ijarah* contract, as the benefit of the service does not end with the installation of the device alone. Regular visits allow doctors to adjust the device so that treatment does not deviate from the original plan. Negligence in carrying out checks may be categorized as a breach of contract under *fiqh muamalah*, as the service provider fails to provide the promised benefits. Article 19 of the UUPK stipulates that doctors, as business operators, are liable for losses arising from services that do not meet standards. Consistency in monitoring serves as a key indicator of the quality of protection afforded to patients as consumers of healthcare services.<sup>44</sup>

Post-treatment examinations indicate that a doctor's responsibility does not cease once the appliance is removed and the patient has received the primary benefit. Education regarding the use of retainers is an inherent obligation, as without adequate information, treatment outcomes may deteriorate. This obligation to provide education is relevant to the principles of *ta'addi* and *taqsir* in *fiqh muamalah*, which assess whether the service provider

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<sup>43</sup> Sri Ariyanti, et al. *Patient Safety and Occupational Health and Safety*. Padang: PT. Sonpedia Publishing Indonesia, 2023, p. 102.

<sup>44</sup> Yuyut Prayuti, et al. "Implementation of Consumer Protection Law in Healthcare Services in Hospitals." *RIGGS: Journal of Artificial Intelligence and Digital Business* 4.4 (2026): 3058–3064. <https://doi.org/10.31004/riggs.v4i4.4026>

has fulfilled their responsibilities appropriately. The Consumer Protection Act (UUPK) recognizes consumers' rights to post-treatment guarantees when the results of the service still require further support. The fulfillment of post-treatment obligations demonstrates the integration of professional ethics, Sharia guidance, and consumer protection principles within *orthodontic* services.

The Consumer Protection Act (UUPK) provides a more concrete legal framework for regulating the obligations of healthcare service providers. Article 4 of the UUPK stipulates that consumers are entitled to accurate, clear, and honest information regarding the conditions and costs of goods or services. This right is particularly relevant to *orthodontic* services, which have a varied fee structure. Patients should receive detailed information before any procedure is carried out. Service providers are obliged to comply with these provisions as part of their legal responsibility.

The responsibilities of service providers are also regulated under Article 7 of the UUPK, which requires businesses to provide clear information, ensure service quality, and act honestly in every transaction.<sup>45</sup> This provision places the doctor under a legal obligation to provide a full breakdown of costs. The application of this article protects patients from harmful practices. Healthcare services are not exempt from this obligation, despite their professional nature. Doctors remain obliged to act in accordance with the principles of consumer protection.

The code of dental ethics also binds dentists' professional responsibility in setting fees. Ethical standards require dentists to provide information before treatment, including details of the total cost. Professional ethics reinforce the legal duty to protect patients through the integrity of service providers. Breaches of ethical principles may result in professional sanctions.<sup>46</sup> . These ethical regulations align with Sharia principles regarding honesty in transactions.

The high variation in fees among orthodontic clinics highlights the need for oversight to ensure that fee-setting does not exceed reasonable limits. The dentist's competence may influence differences in fees, the quality of facilities, the materials used, or the reputation of the service. These factors are

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<sup>45</sup> Randi. "Civil Liability for Breach of Contract under Article 7(f) of Law No. 8 of 1999 on Consumer Protection." *ALADALAH: Journal of Politics, Society, Law and Humanities* 1.3 (2023): 173-184. <https://doi.org/10.59246/aladalah.v1i3.345>

<sup>46</sup> Zelta Pratiwi Gutimigo, et al. "Legal protection for doctors in BPJS services: a perspective from criminal law and medical ethics." *Viva Themis: Journal of Law and Humanities* 8.2 (2025): 302-318. <https://doi.org/10.24967/vt.v8i2.4281>

permissible provided they are clearly communicated to the patient. Lack of clarity about the causes of fee differences can lead to injustice. Legal protection prevents the disproportionate use of fee disparities.

The concepts of consent and willingness in the *ujrah* contract are also key aspects underpinning legal protection. A patient's consent is considered valid if given consciously after receiving full information. Consent given without a detailed understanding of the costs does not fulfill the element of willingness. Patients' limited understanding of *orthodontic* procedures heightens the urgency for legal protection. The consent process must ensure there is no element of information manipulation.

The principle of '*la dharar wa la dhirār*' emphasizes that transactions must not cause harm or loss to either party.<sup>47</sup> Setting fees in a non-transparent manner may cause financial or psychological harm to patients. Uncertainty about fees can burden patients with costs they had not anticipated. This principle provides a normative foundation for regulating healthcare providers' obligations. Fairness is the primary value that must be upheld in every contract.

The legal responsibility of service providers also includes the obligation to provide services in accordance with professional standards. This provision emphasizes that doctors' remuneration must be commensurate with the quality of the services provided. The UUPK, through Article 8, prohibits service providers from delivering services that do not meet the promised standards.<sup>48</sup> A discrepancy between fees and service quality may constitute a breach. This provision serves as a legal guarantee for patients to receive appropriate care.

The application of legal protection within the Sharia context also encompasses the principle of honesty in contracts. As service providers, dentists are obliged to disclose all information relating to benefits, risks, and costs. Failure to provide this information may be considered a breach of trust. The principle of trust forms the basis of professional ethics in healthcare. This value reinforces the importance of transparency as part of legal protection.

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<sup>47</sup> Dedi Susanto, Sabbar Dahham Sabbar, and Mukhtar Luthfi. "The relevance and implementation of fiqh muamalah in modern economic transactions." *Sebi: Studies in Islamic Economics and Business* 7.1 (2025): 09-18.

<sup>48</sup> Murni Kurniyanti Siregar, Fahmi Fahmi, and Yeni Triana. "Legal Liability for Violations of Professional Competency Standards by Healthcare Workers." *Innovative: Journal of Social Science Research* 4.1 (2024): 7846-7853. <https://doi.org/10.31004/innovative.v4i1.8773>

It can be concluded that, from a normative perspective, legal protection for patients in the setting of fees for orthodontic services requires integrating principles of Sharia economic law with the provisions of the Consumer Protection Act to ensure justice, transparency, and legal certainty. Islamic economic law, through the concept of *ujrah* in the *ijarah* contract, emphasizes clarity of benefits, certainty of remuneration, the prohibition of *gharar*, and the principles of *ridha* and *amanah* as the ethical foundation of the doctor-patient relationship. These provisions are consistent with the Consumer Protection Act, which positions patients as consumers entitled to accurate, clear, and honest information and protected from misleading or substandard service practices.

The stages of *orthodontic* care, ranging from diagnosis and planning to appliance fitting, routine check-ups, and post-treatment care, demonstrate that legal protection is ongoing and does not cease at the initial agreement on costs. Transparency in *fee-setting*, *professional service delivery*, and *post-treatment accountability* are key indicators of the fulfillment of substantive justice. Thus, legal protection for patients in *orthodontic* services affirms that lawful and equitable fee setting can only be realized through transparency of information, adherence to professional standards, and the consistent application of Sharia values and positive law in harmony.

## Conclusion

The practice of setting fees for dental treatment and the fitting of braces in Baitussalam Sub-district reveals variations in fee-setting mechanisms influenced by the dentist's competence, the quality of facilities, materials, and the clinic's operational costs. The absence of standardized criteria leads to differences in fee structures among service providers, whilst cost transparency remains ineffective due to the predominance of verbal explanations and the limited availability of written information regarding additional costs. This situation creates uncertainty about fee amounts and may introduce *gharar* into the *ijarah* contract, particularly when patients do not fully understand the treatment process or the potential for additional costs. Therefore, improved information clarity, a more comprehensive cost communication system, and the reinforcement of the principle of *ridha* are fundamental requirements to ensure that fee-setting practices align with *fiqh muamalah* and consumer protection principles.

Legal protection for patients in the practice of setting fees for *orthodontic* services requires clarity of information, fair pricing, and ongoing professional

accountability. The principle of ujrah in the *ijarah* contract emphasizes the prohibition of *gharar*, the necessity of *ridha*, and the trustworthiness of the service provider, aligning with the Consumer Protection Act (UUPK) in guaranteeing patients' rights to accurate information and services that meet established standards. The integration of Islamic economic law and positive law ensures that the setting of *ujrah* is transparent, proportional, and fair, thereby protecting patients both normatively and legally at every stage of *orthodontic* care.

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