

## **Contract for the Hire of a Futsal Pitch and Unilateral Cancellation in Syiah Kuala Subdistrict, Banda Aceh, Under the Ijarah 'Ala Manafi' Contract**

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### **Abstract**

The growing public demand for sports facilities has led to an increase in the practice of renting futsal pitches, including in the city of Banda Aceh, particularly in Syiah Kuala Sub-district. The practice of renting futsal pitches is carried out through an agreement between the business operator and the renter regarding the time of use, rental price, and payment mechanism. However, in practice, differences in policy have been observed among futsal court operators, particularly regarding the setting of rental prices based on daytime and night-time rates, the application of a deposit, and cancellation mechanisms, which lack uniform standards. The objective of this study is to analyse the practice of renting out futsal courts and its alignment with the *ijarah 'ala al-manāfi'* contract from the perspective of Islamic economic law. The research method employed is an empirical legal study using a qualitative approach, namely examining the provisions of Islamic law regarding *ijarah* and relating them to practices observed on the ground. Data was obtained through observation, interviews with futsal court business owners, staff, and consumers, as well as a literature review. The results of the study indicate that the practice of futsal court leasing essentially fulfils the pillars and conditions of the *ijarah* contract; however, there remains ambiguity and inconsistency regarding the setting of the deposit and the cancellation of the lease, thereby potentially undermining the elements of justice and legal certainty in the transaction.

**Keywords:** *Ijarah, Leasing, Futsal, Deposit, Islamic Economics*

### **Introduction**

In the Islamic legal system, the aspect of *muamalah* occupies a very important position as it is directly related to human social and economic activities. Islam not only regulates the relationship between humans and Allah SWT, but also regulates relationships between humans in order to fulfil life's needs in a fair and ethical manner. Consequently, Islamic jurists (*fuqaha*) have, since the early days of Islam, formulated various forms of *muamalah* contracts based on sharia evidence, whether derived from the Quran, the hadith of the Prophet Muhammad (peace be upon him), or the *ijtihad* of the jurists. One form of contract that plays a significant role in the economic life of society is

the lease contract (ijarah).<sup>1</sup>

The ijarah contract is a commercial instrument that provides a solution to the need to utilise a good or service without necessarily involving a transfer of ownership of that good. In everyday life, people often require a house to live in, a vehicle to use, or land to cultivate; however, not all such needs must be met through ownership. Therefore, the ijarah contract serves as a relevant and flexible form of transaction to address these needs. In this context, ijarah 'ala al-manāfi' emphasises that the primary object of the contract is not the item ('ain), but rather the benefit (manfa'ah) derived from that item.<sup>2</sup>

Terminologically, ijarah is defined as a contract for the transfer of the right to use (benefit) a good or service for a specified period in exchange for a fee or rent (ujrah). Ownership of the item remains with the lessor (mu'jir), whilst the lessee (musta'jir) merely obtains the right to utilise the item in accordance with the terms agreed upon in the contract. This concept demonstrates a clear demarcation of rights and obligations between the parties, thereby preventing injustice or the abuse of rights in the execution of the contract.<sup>3</sup>

The normative basis for the ijarah contract in Islamic law is derived from the Qur'an and the hadith of the Prophet (peace be upon him). Among the Qur'anic verses used as the basis for the permissibility of the ijarah contract is the command of Allah (the Exalted) in Surah ath-Thalaq, verse 6, which instructs that wages be paid to a woman who breastfeeds a child. This verse implicitly indicates the legitimacy of providing compensation for services or benefits rendered by one person to another. Furthermore, the hadith of the Prophet (peace be upon him), which states, "*Pay the worker before his sweat dries,*" emphasises the moral and legal obligation to fulfil the rights of the worker or the party providing the benefit.<sup>4</sup>

Based on these proofs, jurists from various schools of thought agree on the permissibility of the ijarah contract. This consensus indicates that ijarah is a valid and recognised contract under Islamic law, provided it fulfils the prescribed pillars and conditions. Thus, the 'ijarah 'ala al-manāfi' contract ( ) not only possesses normative legitimacy but also reflects the values of justice and public interest, which are the primary objectives of Islamic law in

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<sup>1</sup> Aditia, R. *An Islamic Legal Review of Land Leasing with a Harvest-Based Payment System*. 2018. Undergraduate thesis. Lampung: UIN Raden Intan Lampung

<sup>2</sup> Djufri, N. *A Review of Islamic Law on Rental Agreements for Rented Houses* (Case study: Sario Tupaan Sub-district). *Al-Syir'ah Scientific Journal*, 12(1).

<sup>3</sup> Ibn Qudamah, *Al-Mughni*, Volume V (Cairo: Dar al-Hadith, 2004).

<sup>4</sup> HR. Ibn Majah No. 2443.

regulating the economic life of the ummah.<sup>5</sup>

Although the *ijarah 'ala al-manāfi'* contract has a strong legal foundation in *muamalah fiqh*, its practice within society does not always align with the provisions of Islamic law. In social and economic reality, lease agreements are often executed in a simplistic manner without due regard for the essential elements, conditions, and legal consequences inherent in such contracts. This situation has the potential to lead to disputes between the lessor and the lessee, particularly in cases of damage to property, late payment of rent, or differing interpretations regarding the rights and obligations of each party.<sup>6</sup>

Based on initial observations, the researcher found variations in practice regarding futsal pitch rental transactions in the city of Banda Aceh, particularly in the Syiah Kuala district. These differences are most evident in the setting of rental rates and policies regarding pitch usage times. Some futsal pitches charge different rates for daytime and evening use, such as the Embassy Pitch in Lamgugob, which charges Rp250,000 during the day and Rp300,000 in the evening, Hattrick Court in Jeulingke, which charges Rp200,000 during the day and Rp220,000 at night, and Zidane Court in Rukoh, which sets a price of Rp230,000 during the day and Rp250,000 at night.<sup>7</sup> This variation in prices indicates differences in business policies despite the rental object offered being relatively the same, namely futsal court facilities.

In addition to price differences, the study also found inconsistencies in the application of a deposit (down payment) as a confirmation of booking in rental transactions. Generally, futsal pitches in Banda Aceh do not apply deposit requirements uniformly<sup>8</sup>. One futsal pitch, namely Futsal Fairplay in Setui, applies a deposit system; however, in practice, issues still arise, particularly with telephone bookings. Under certain circumstances, a renter who arrives in person and pays a deposit of Rp20,000 may take over the previous renter's booking without any clarity regarding the initial agreement. This practice indicates a lack of certainty in the contract and a lack of clarity in the agreement, particularly regarding the use of the deposit and the certainty of the rental time, thereby potentially leading to disputes and contradicting

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<sup>5</sup> Abdul Rahman Ghazaly, *Fiqh Muamalah* (Jakarta: Kencana, 2010).

<sup>6</sup> Rahmat Syafi'i, *Fiqh Muamalah*, (Bandung: CV Pustaka Setia, 2004), p. 134

<sup>7</sup> Interview with Muhammad Dani, an employee at the Embassy Futsal Court, Lamgugob, 20 January 2023, at 14:15 WIB at the Embassy Futsal Court, Lamgugob, Banda Aceh.

<sup>8</sup> Interview with M. Haikal, a former renter of the Fairplay Futsal Court, Lamgugob, 21 January 2023, at 10.20 WIB

the principle of contractual clarity in Islamic commercial law (*fiqh muamalah*).

However, issues also arise when a tenant or a group of people who have booked a futsal pitch suddenly decide not to use it due to a lack of players and cancel the booking abruptly and unilaterally, which causes a loss to the business operator; however, based on initial observations of several futsal venues that have established *penalties* for such sudden and unilateral cancellations, such as the Embassy Lamgugob venue, which imposes a penalty of Rp.50,000 for such sudden cancellations; however, this differs from venues like Hattrick and Zidane, where some set different rates and others do not impose any penalty at all<sup>9</sup> , Meanwhile, another issue arising in futsal court rentals is that when a court is rented without a deposit, the rental period can be unilaterally changed by the futsal court operator.

These various issues demonstrate that the *ijarah 'ala al-manāfi'* contract must not only be understood in practical terms, but also requires an in-depth normative study from the perspective of *muamalah fiqh*. This normative study is important to reaffirm the Sharia boundaries in the implementation of the *ijarah* contract, whilst providing clear guidelines for the public in conducting lease transactions that are in accordance with the principles of Islamic law.<sup>10</sup>

Given the various normative and practical issues in the implementation of the *ijarah 'ala al-manāfi'* contract, a systematic and comprehensive study is required to re-examine the concept of this contract from the perspective of *muamalah fiqh*. This study is important so that the implementation of the *ijarah* contract is not based solely on custom (*'urf*), but is truly grounded in the provisions of Islamic law, which emphasise the principles of justice, legal certainty, and public interest. Thus, the *ijarah* contract can function optimally as a *muamalah* instrument in accordance with the objectives of Islamic law (*maqāṣid al-syarī'ah*), particularly in safeguarding wealth (*ḥifẓ al-māl*) and preventing *muamalah* practices that are detrimental to one of the parties.<sup>11</sup>

Based on the above discussion, the author is interested in researching the practice of futsal court rentals. The futsal court operators in Banda Aceh on whom the author wishes to focus the research include Embassy Futsal (Lamgugob), Zidane Futsal (Rukoh), and Hattrick (Jeulingke) in Syiah Kuala District.

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<sup>9</sup> Results of an interview with an employee of the Embassy Futsal Court, Lamgugob, 7 March 2023, at 10.00 WIB at the Embassy Futsal Court, Lamgugob, Banda Aceh.

<sup>10</sup> Sayyid Sabiq, *Fiqh Sunnah*, Volume III (Beirut: Dar al-Fikr, 1983).

<sup>11</sup> Suhendra, S. A., "The Application of the Al-Ijarah Contract in Islamic Banking and Its Advantages Over Interest," *JSE: Jurnal Sharia Economica*, Vol. 4, No. 3, 2025.

## Research Method

This study employs a qualitative research design, which involves problem-solving through the systematic and objective collection, processing, analysis of data, and drawing of conclusions. The approach used in this study is normative-empirical, meaning research that examines the implementation of Islamic legal provisions empirically or sociologically with clarity regarding the research subject. This approach constitutes legal research that utilises secondary data as initial material, followed by interviews with futsal pitch managers and pitch tenants as a basis for obtaining primary data from the field to assess the effectiveness of the application of the *ijarah 'ala al-manāfi'* contract and to identify issues arising in rental practices. The data sources in this study are primary and secondary data. Primary data has a very strong connection to the research topic under investigation. The primary data in this study was obtained from interviews with futsal pitch managers in the city of Banda Aceh, specifically in the Syiah Kuala district, as well as tenants who have entered into futsal pitch rental transactions. Meanwhile, secondary data is data obtained indirectly but is already available in various forms. The secondary data sources used in this study include books on muamalah fiqh, fiqh texts, scientific journals, hadith, verses from the Quran, as well as other documents and records related to the *ijarah 'ala al-manāfi'* contract.<sup>12</sup>

## Results and Discussion

### A. Definition and Legal Basis of the *Ijarah 'ala al-manāfi'* Lease

#### 1. Definition

*Ijarah* is derived from the word *al-ajru* (الأجر), which means wage, reward, or compensation. Terminologically, *ijarah* in muamalah fiqh is defined as a contract for the transfer of the right to use (benefit) of a good or service for a specified period in exchange for payment of wages or rent, without the transfer of ownership of the good itself. Thus, the primary object of the *ijarah* contract is not the good ('ain), but rather the benefit (manfa'ah) derived from that good or service.

*Ijarah 'ala al-manāfi'* specifically refers to a lease agreement where the object is the benefit of a good, such as renting a house to live in, hiring a vehicle for use, or leasing agricultural land for cultivation. In this contract, the lessor (mu'jir) is obliged to provide the benefit of the item to the lessee (musta'jir),

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<sup>12</sup> Sugiyono, "Sugiyono, Research Methods and Development of Qualitative, Quantitative, and R&D Approaches, (Bandung: Alfabeta, 2015)

whilst the lessee is obliged to pay the *ujrah* (rental fee) in accordance with the agreement determined at the outset of the contract.

The legal basis for *ijarah* in Islam is derived from the Qur'an, the Hadith, and the consensus of the scholars (*ijma' ulama*). In the Qur'an, the legitimacy of the *ijarah* contract can be found, amongst other places, in the words of Allah SWT in Surah ath-Thalaq, verse 6, which commands the payment of wages to a woman who breastfeeds a child. This verse indicates the permissibility of providing compensation for a service or benefit rendered.<sup>13</sup>

Furthermore, Surah al-Qashash, verse 26, also explains the recommendation to employ someone who is strong and trustworthy, which forms the basis for the permissibility of the *ijarah* contract in the form of services. Meanwhile, the Prophet Muhammad (peace be upon him) said: "Pay the worker before his sweat dries." (Narrated by Ibn Majah). This hadith unequivocally affirms the obligation to fulfil the right to wages in an *ijarah* contract.<sup>14</sup>

Scholars of Islamic jurisprudence from the Hanafi, Maliki, Shafi'i, and Hanbali schools of thought are in consensus (*ijma'*) regarding the permissibility of the *ijarah* contract provided it fulfils the established pillars and conditions, namely the presence of contracting parties, a clear object of the contract in the form of a benefit, a known wage (*ujrah*), and the formalities of offer and acceptance (*sighat ijab and qabul*). Thus, *ijarah 'ala al-manāfi'* is a valid and permissible contract under Islamic law, and plays a significant role in the social and economic life of the Muslim community ( ).

According to Fatwa DSN-MUI No. 09/DSN-MUI/IV/2002 on *Ijarah*, it is explained that *ijarah* is a contract for the transfer of the right to use (benefit) a good or service for a specified period through the payment of rent or wages, without the transfer of ownership of the good itself.<sup>15</sup>

The Compilation of Sharia Economic Law (KHES) defines *ijarah* as a form of leasing activity involving goods for a specified period with a deferred payment system. *Ijarah* can also be interpreted as a lease contract or a hire contract. Therefore, *ijarah* in the context of Islamic banking is a *lease contract*. A *lease contract* is a financial institution that leases equipment, whether in the form of a building or goods, such as machinery, aircraft and so on, to one of

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<sup>13</sup> Khatib Asy-Syarbaini, *Mughni Al-Muhhtaj*, vol. II, p. 449.

<sup>14</sup> Muhammad Amin Syairb Ibnu 'Abidin, *Radd al-Muhtar 'Ala ar-Durr al-Muhktar: Commentary on Tanwil Abshar*, Vol. IX, (Beirut: Dar al-Kutub al-Ilmiyyah, 2003), pp. 3–4.

<sup>15</sup> DSN-MUI Fatwa No. 09/DSN-MUI/IV/2002.

its customers based on costs that have been precisely determined in advance.<sup>16</sup>

## 2. Legal Basis of Leasing

Leasing is an essential need in people's daily lives. Leasing is a contract permitted under the Qur'an, Sunnah, and the consensus (ijma') of the scholars. From the perspective of leasing, it is generally permissible (mubah) unless prohibited by Islamic law. As for the legal basis from the Qur'an, it includes:

أَهُمْ يَقْسِمُونَ رَحْمَتَ رَبِّكَ نَحْنُ قَسَمْنَا بَيْنَهُمْ مَعِيشَتَهُمْ فِي الْحَيَاةِ الدُّنْيَا وَرَفَعْنَا بَعْضَهُمْ  
فَوْقَ بَعْضٍ دَرَجَاتٍ لِيَتَّخِذَ بَعْضُهُمْ بَعْضًا سُخْرِيًّا وَرَحْمَتُ رَبِّكَ خَيْرٌ مِمَّا يَجْمَعُونَ

Meaning: "Do they apportion the mercy of your Lord? It is We who determine their sustenance in this worldly life, and We have exalted some of them above others by several degrees, so that some of them may benefit from others. The mercy of your Lord is better than what they amass."

It can be interpreted from this verse that, amongst the many luxuries of this world and the pursuit of material wealth, there is something far greater: the mercy of inner wealth; that is faith in Allah. And this verse leaves a profound impression on the soul of the believer. For the essence of faith in Allah is not merely a matter of living a life of luxury. If the purpose of life shifts towards luxury, it is the transient world that will enchant mankind, and it is Satan who will eventually become their companion.<sup>17</sup>

### B. Pillars, Conditions, and Object of the Ijarah 'ala al-Manāfi' Lease

In muamalah fiqh, every contract must fulfil certain pillars and conditions to be deemed valid under Islamic law. The ijarah 'ala al-manāfi' contract, as a form of lease agreement focused on the utilisation of an item, has specific provisions that must be met, whether regarding the contracting parties, the subject matter of the contract, or the mechanism of its implementation. The fulfilment of these essential elements and conditions aims to uphold justice, avoid gharar (uncertainty), and prevent disputes arising in the future.

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<sup>16</sup> Mardani, *Fiqh Ekonomi Syariah: Fiqh Muamalah*, (Jakarta: Kencana, 2013), p. 247.

<sup>17</sup> Indonesian Ministry of Religious Affairs, *The Qur'an and Translation*, p. 489.

## 1. The Essential Elements of Ijarah 'ala al-Manāfi'

The majority of fiqh scholars agree that the essential elements of the ijarah contract consist of four main components, namely the contracting parties, the *sighat* (*ijab* and *qabul*), the subject matter of the contract in the form of benefits, and the *ujrah* (wage or rental price).<sup>18</sup>

Firstly, the parties to the contract, namely the *mu'jir* (the lessor) and the *musta'jir* (the lessee). Both must be legally competent (*ahliyyah*), that is, of sound mind and capable of understanding the consequences of the contract. In the context of *ijarah*, the *mu'jir* must have full rights over the benefits of the leased item, either as the owner of the item or as the party authorised to lease it.

Secondly, the contractual formula (*sighat*), namely the offer (*ijab*) and acceptance (*qabul*), which indicate an agreement between the two parties. The offer and acceptance may be made orally, in writing, or through conduct generally understood as an expression of consent, provided they demonstrate mutual consent (*tarāḍī*) between the lessor and the lessee. Clarity of the contract terms is essential to avoid any ambiguity that could undermine the validity of the contract.

Thirdly, the object of the *ijarah* contract, namely the benefit (*manfa'ah*) derived from a good or service. In *ijarah 'ala al-manāfi'*, the object of the contract is not the good itself, but the benefit derived from it. Therefore, ownership of the good remains with the *mu'jir*, whilst the *musta'jir* merely acquires the right to use it for a specified period.

Fourthly, the *ujrah* (rental fee or wage), which is the compensation that must be paid by the *musta'jir* to the *mu'jir*. The *ujrah* is an essential element of the *ijarah* contract and must be agreed upon at the outset of the contract to avoid disputes.<sup>19</sup>

## 2. Conditions for the Validity of Ijarah 'ala al-Manāfi'

In addition to the essential elements, the *ijarah* contract must also fulfil certain conditions to be considered valid under Islamic law. These conditions are closely related to the essential elements of the contract and serve to ensure clarity and fairness for the parties involved.

For a lease agreement to be valid, the following conditions must be

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<sup>18</sup> Hendi Suhendi, *Fiqh Muamalah*, (Jakarta: Rajawali Pers, 2016), p. 117

<sup>19</sup> Ghufroon A. Masadi, *Contextual Fiqh of Transactions*, (Jakarta: Raja Grafindo Persada, 2002), p. 78.

met:<sup>20</sup>

- a. Each party must willingly enter into the lease agreement. This means that if there is an element of coercion within the lease agreement, the lease is invalid;
- b. The subject matter of the agreement must be clear and explicit, namely the property being let must be identified, including the lease term (the duration of the tenancy) and the agreed rent;
- c. The subject matter of the lease must be fit for its intended purpose (use);
- d. The subject matter of the lease must be handed over in good condition. Otherwise, it cannot serve the tenant's purpose;
- e. The benefit of the subject matter of the agreement must be permissible under religious law. A lease agreement for property whose use is not permitted by religious law is invalid and must be abandoned. For example, a lease agreement for a house used for prostitution or the sale of alcoholic beverages, a gambling venue, or for paying a fortune-teller.

As for the terms regarding the *ujrah*, the rent must be clearly known in terms of amount and form from the outset of the contract. The rent may be paid in cash, in instalments, or deferred as agreed, provided it does not involve usury and does not cause uncertainty.<sup>21</sup>

### **3. The Object of Lease in *Ijarah 'ala al-Manāfi'***

The subject of the lease in *ijarah 'ala al-manāfi'* is the benefit derived from an item that possesses utility value and may be lawfully utilised in accordance with Islamic law. Examples of the subject of *ijarah 'ala al-manāfi'* include leasing a house for habitation, leasing a vehicle for transport, or leasing land for agriculture.

The objects of lease consist of movable and immovable property. Movable property refers to items that are easily movable and generally have a relatively lower value, and are therefore often used as collateral in short-term loans. Examples include televisions, jewellery, motorcycles, refrigerators, and radios.

Meanwhile, immovable property consists of items that are difficult or impossible to move and have a higher economic value, and are therefore commonly used as collateral for long-term loans. Examples of immovable

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<sup>20</sup> Sayyid Sabiq, *Fiqh al-Sunnah VIII* (Translation), p. 50

<sup>21</sup> Supreme Court of the Republic of Indonesia, *Compilation of Sharia Economic Law*, (Volume II, 2011), p. 80

property include land and houses, which are classified as long-term assets and tend to appreciate in value over time.

### **C. Cancellation and Termination of the Ijarah ‘*ala al-Manāfi*’ Lease**

The ijarah ‘*ala al-manāfi*’ contract, as a binding (*luzūm*) mu’āwadah (exchange) contract, cannot in principle be unilaterally cancelled once the contract has been agreed, unless there are specific grounds permitted by Islamic law. The discussion regarding the cancellation and termination of the ijarah contract is important to provide legal certainty and to protect the rights and obligations of the contracting parties, both *the mu’jir* and *the musta’jir*.

#### **1. Cancellation of the Ijarah ‘*ala al-Manāfi*’ Contract**

In principle, the ijarah contract is binding on both parties from the moment of *ijab* and *qabul*. However, Islamic jurists permit the cancellation of the ijarah contract under certain conditions that may negate the purpose of the contract or cause harm to one of the parties.

Cancellation of the ijarah contract may occur if a defect (*‘aib*) is found in the leased object that prevents the use of the item as agreed in the contract. If such a defect existed from the outset of the contract and was unknown to the lessee, the lessee has the right of *khiyār* to either continue or cancel the contract. This is in line with the principle of justice ( ) in commercial transactions, which prohibits any element of fraud (*tadlīs*).<sup>22</sup>

Furthermore, the ijarah contract may also be cancelled if the benefit constituting the subject of the lease cannot be realised. For example, if a rented house collapses or a rented vehicle is completely damaged and thus cannot be used. In such circumstances, the ijarah contract is automatically void because the primary subject of the contract – namely, the benefit – has been lost.

Scholars also permit the cancellation of the ijarah contract if there is a breach of the contract’s terms by one of the parties. For instance, if the lessee uses the leased item contrary to its intended purpose, thereby causing damage. In such a case, the aggrieved party is entitled to cancel the contract to prevent further loss.

However, differences of opinion arise among scholars regarding the cancellation of an ijarah contract on grounds of personal necessity (*udzur*). The Hanafi school permits the cancellation of an ijarah contract if there is an *udzur*

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<sup>22</sup> Sayyid Sabiq, *Fiqh al-Sunnah VIII Translation*, p. 34

that prevents one party from continuing the contract without incurring significant loss. Meanwhile, the majority of scholars from the Maliki, Shafi'i, and Hanbali schools of thought hold that personal *udzur* cannot be used as a reason to cancel an *ijarah* contract as long as the benefits can still be provided in accordance with the contract.

## 2. Termination of the *Ijarah 'ala al-Manāfi'* Contract

Apart from through cancellation, the *ijarah 'ala al-manāfi'* contract may also terminate naturally due to specific causes determined in the *fiqh* of *muamalah*. One of the main reasons for the termination of an *ijarah* contract is the expiry of the rental period agreed upon in the contract. Once the rental period has ended, the lessee's right to use the item also ceases, and the rented item must be returned to the lessor in its proper condition.

The *ijarah* contract also terminates when the benefit has been fulfilled, particularly in *ijarah* relating to specific services or work. For example, a contract for the hire of a builder's services ends once the agreed work has been completed, even if a specific time limit has not yet been reached.<sup>23</sup>

Furthermore, the *ijarah* contract may terminate due to damage to the leased object that renders it entirely unusable. If such damage occurs through no fault of the lessee, the lessee is not liable for compensation. However, if the damage results from the lessor's negligence ( ) or misuse by the lessee, the lessee is liable for the resulting losses.

In the jurisprudence of *muamalah*, it is also explained that an *ijarah* contract may be terminated by the death of one of the parties, particularly according to the Hanafi school of thought, as the *ijarah* contract is regarded as closely linked to the contracting parties. However, the majority of scholars hold that an *ijarah* contract is not automatically nullified by the death of one of the parties, provided that the benefits can still be provided and the obligations can be continued by the heirs.<sup>24</sup>

## D. Compensation in *Ijarah 'ala al-Manāfi'* Leases

In the implementation of the *ijarah 'ala al-manāfi'* contract, the possibility of loss or damage to the leased object is inevitable. Therefore, *muamalah fiqh* explicitly regulates the concept of compensation (*ta'wīd*) to maintain a balance of rights and obligations between the lessor (*mu'jir*) and the lessee (*musta'jir*).

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<sup>23</sup> Drs. Ahmad Wardi Muslich, *Fiqh Muamalat* (Jakarta: AMZAH, 3rd ed., 2015), p. 334

<sup>24</sup> Syamsuddin Ahmad bin Qaudar, *Nataij Al-Afkar fi Kasyfi Ar-Rumuz wa Al-Asrar*, Vol. 9, Dar Al-Fikr, Beirut, n.d., p. 91.

These provisions on compensation aim to uphold the principle of justice and prevent injustice in commercial relations.

### 1. The Concept of Compensation in Ijarah

Compensation in an ijarah contract may be understood as the obligation to compensate for losses arising from negligence, breach, or misuse of the leased object by one of the parties. In the context of ijarah 'ala al-manāfi', compensation is not merely related to the loss of benefits, but is directly linked to damage or loss to the leased goods under the lessee's control.

Scholars of Islamic jurisprudence (fuqaha') affirm that, in principle, the lessee is only liable for the leased item if damage occurs due to negligence (taqṣīr) or wilful misconduct (ta'addī). Conversely, if damage occurs due to factors beyond the lessee's control, such as natural disasters or wear and tear resulting from normal use, the lessee is not burdened with the obligation of compensation.<sup>25</sup>

### 2. The Principle of Liability for Compensation

In the ijarah contract, the fundamental principle is that the rented item is a trust (amanah) entrusted to the tenant. The consequence of this principle is that the tenant does not bear the risk of damage provided they use the item in accordance with the agreement and do not exceed reasonable limits. This is in line with the fiqh principle: "*Al-amānah lā tuḍman illā bi al-ta'addī aw al-taqṣīr*" (a trust does not give rise to liability for compensation except due to transgression or negligence).<sup>26</sup>

If the lessee uses the leased item contrary to its intended purpose, such as leasing a private vehicle but using it for heavy haulage, then they are liable for any damage that arises. In this situation, the obligation to pay compensation serves as a form of protection for the owner's rights, ensuring they are not harmed by the lessee's actions.

#### a. Liability of the *Musta'jir* (lessee)

The scholars of the four schools of thought agree that *the Musta'jir* (lessee) is not liable for compensation for damage to the property entrusted to them in connection with their work. This is because they act as a trustee, similar to an

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<sup>25</sup> Qomarul Huda, *Fiqh of Transactions*, (Yogyakarta: Teras, 2011), p. 86.

<sup>26</sup> Syamsuddin Ahmad bin Qaudar, *Nataij Al-Afkar fi Kasyfi Ar-Rumuz wa Al-Asrar*, Vol. 9, Dar Al-Fikr, Beirut, n.d., p. 91.

agent or *a mudharib*.<sup>27</sup>

#### b. The Shift from Trust to Liability

- 1) *The Musta'jir* (tenant) does not look after the property properly. In this case, if the property is damaged or lost, then *the Musta'jir* (tenant) is obliged to replace it.
- 2) *The Musta'jir* (lessee) intentionally acts in a manner that damages the goods. In this case, *the Musta'jir* (lessee), whether a sole lessee or *a joint lessee*, is obliged to replace the item they have damaged. If the damage to the item is not due to wilful intent, the scholars agree that there is no obligation to compensate for the loss. However, if this is done by *a joint lessee*, according to Abu Hanifah and his two students, they must compensate for the loss.
- 3) *The Musta'jir* (tenant) has breached the terms of *the Mu'jir*, namely *the Musta'jir* (tenant) has breached the *Mu'jir's* instructions, whether regarding the type of goods, quantity or nature, location or time.

### 3. Waiver of Rent due to Damage to the Goods

Scholars differ in their views regarding the wages of *a hired worker (ajir)* if the goods in his care are damaged or lost. According to the Shafi'i school and the Hanbali school ( ), if *the ajir* works on premises owned by the employer or in the employer's presence, he is still entitled to his wages, as the goods are in the employer's (owner's) possession. Conversely, if the goods are in the *ajir's* possession and are subsequently damaged or lost, then he (*the ajir*) is not entitled to his wages.

### E. Mechanisms for Payment and Cancellation of Futsal Pitch Rentals in Syiah Kuala Sub-district

In the practice of futsal pitch rental in Syiah Kuala Sub-district, the payment and cancellation mechanisms are generally carried out based on an agreement between the business owner and the tenant, prioritising customs that have been passed down through generations. This practice indicates that the *ijarah 'ala al-manāfi'* contract is carried out simply, without a standard written agreement, and relies more on trust between the parties. Nevertheless, in practice, differences in policy are still found between futsal pitches, particularly regarding the setting of rental prices, the use of deposits, and the consequences of rental cancellation.

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<sup>27</sup> Drs. Ahmad Wardi Muslich, *Fiqh Muamalat* (Jakarta: AMZAH, 3rd ed., 2015), p. 334.

Generally, payment for futsal court hire is made in cash at the outset, before the court usage period begins. However, under certain circumstances, court bookings are made in advance via communication channels such as telephone or text message, leading to the practice of paying a deposit as confirmation of the booking. This deposit serves as a binding agreement between the renter and the court owner to ensure the booking schedule is not transferred to another party.

### **1. Payment and Cancellation Mechanisms According to Futsal Court Business Owners**

Based on an interview with Mr Ahmad Fauzi, the owner of Embassy Futsal in Lamgugob, it was found that futsal court rental rates are differentiated according to the time of use, namely daytime and evening. The rental rates are set at Rp250,000 for daytime and Rp300,000 for evening. These rates are determined based on operational costs, such as lighting, maintenance of the artificial turf, and consumer demand. Regarding the payment mechanism, the management applies a deposit system as confirmation of the court booking, with a minimum amount of Rp50,000. This deposit is counted as part of the total rental cost if the renter attends as scheduled, but will be forfeited in the event of a unilateral cancellation by the renter without prior notice.<sup>28</sup>

An interview with Mr Muhammad Rizki, the owner of Zidane Futsal in Rukoh, revealed that field rental rates are also differentiated based on the time of use, namely Rp230,000 for daytime and Rp250,000 for evening. According to the source, this price difference is influenced by the intensity of facility usage and additional costs incurred during the evening. Regarding court bookings, Zidane Futsal requires a deposit of Rp30,000 as a commitment from the tenant. If the tenant unilaterally cancels the booking, the deposit is not refunded and is considered compensation for the potential loss incurred by the business owner due to the inability to rent the court to another party.<sup>29</sup>

Based on an interview with Mr Zulkarnain, owner of Hattrick Futsal in Jeulingke, it was found that the futsal court rental price is set at Rp200,000 for daytime and Rp220,000 for evening. This pricing is determined based on the condition of the court facilities and competitiveness with other futsal courts in the Jeulingke area. Regarding the payment mechanism, Hattrick Futsal

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<sup>28</sup> Interview with A. F., owner of Embassy Futsal in Lamgugob, on 1 April 2023, at 15:00 WIB

<sup>29</sup> Interview with M. R., owner of Zidane Futsal in Rukoh, on 1 April 2023, at 16:00 WIB

requires a deposit of Rp20,000 for tenants who book in advance. According to the source, the deposit serves as a sign of the tenant's commitment and will be forfeited if the tenant fails to attend as per the agreed schedule, unless prior notice of cancellation is given within a timeframe deemed reasonable by the management.<sup>30</sup>

Regarding the deposit, business owners state that there is no fixed or standard amount applicable to all renters. The pitch owners only set a minimum deposit as confirmation of the pitch booking. If the tenant proceeds with using the pitch as scheduled, the deposit is then counted as part of the total rental cost. However, in the event of a unilateral cancellation by the tenant, the deposit is generally not refunded and is forfeited as compensation for the pitch owner's losses.

Regarding rental cancellations, futsal court owners also have varying policies. Some venues, such as Embassy Futsal, impose a specific cancellation fee. Meanwhile, other venues do not specify a fee but still forfeit the deposit. According to the business owners, this policy is implemented to mitigate losses resulting from sudden cancellations that prevent the venue from being rented out to others.

## **2. Payment and Cancellation Mechanisms According to Futsal Court Staff**

Based on interviews with staff at the Embassy Futsal Lamgugob venue, namely Saiful and Randi, it was found that payment for court hire is generally made before the booking period begins. Saiful explained that for customers arriving in person without a prior booking, payment is made in cash with no deposit required. However, Randi added that if a booking is made by telephone, the renter is required to pay a deposit of Rp50,000 as a confirmation. If this deposit is not paid immediately, the rental slot may be reallocated to another renter who arrives directly at the venue.<sup>31</sup>

The futsal ground staff also explained that in some cases, there are sudden changes to the booking schedule or cancellations by the renter. In such circumstances, staff simply follow the policy set by the business owner, which involves not refunding the deposit or imposing a cancellation fee. However, staff acknowledged that tenants are often not given a clear explanation of the consequences of cancellation from the outset of the agreement, leading to

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<sup>30</sup> Interview with Z, owner of Hattrick Futsal in Jeulingke, on 1 April 2023, at 17:00 WIB

<sup>31</sup> Results of interviews with S and R, field staff at Embassy Futsal, on 1 April 2023, at 15:30 WIB

complaints from tenants when the deposit is forfeited.

Furthermore, the staff member also stated that if a booking is made without a deposit, there is a possibility that the rental schedule may be moved or transferred to another tenant who has paid in advance. This practice occurs because there is no strong binding agreement between the tenant and the court owner if the booking is not accompanied by a deposit payment.

### **3. Payment and Cancellation Mechanisms According to Futsal Court Tenants**

Based on interviews with futsal court renters, namely Rizky and Fadli, it was found that both understood the deposit as a confirmation of the futsal court booking to ensure the rental slot was not allocated to another renter. Rizky stated that he had paid a deposit of Rp30,000 when booking over the phone, but did not receive a detailed explanation regarding the refund policy for the deposit in the event of a cancellation. Meanwhile, Fadli explained that he preferred to go directly to the venue to make the full payment because he was concerned that the deposit he had paid would not be refunded in the event of a change to the playing schedule.<sup>32</sup>

Interviews with other customers, namely Andi and M. Iqbal, revealed differing perceptions regarding the rental cancellation policy. Andi stated that he had once cancelled a booking due to an insufficient number of players, yet the deposit of Rp20,000 he had paid was forfeited by the pitch management without any prior written agreement. Meanwhile, M. Iqbal stated that, in his view, the policy of forfeiting the deposit is still acceptable if clearly communicated from the outset of the agreement; however, in practice, this information is often only revealed after a cancellation has occurred. This situation highlights a lack of clarity in the agreement, which has the potential to cause dissatisfaction among consumers.<sup>33</sup>

Consumers also revealed that rental cancellations frequently occur due to factors internal to the hirer, such as an insufficient number of players. In such circumstances, consumers feel aggrieved if the entire deposit is forfeited without a prior written agreement. On the other hand, consumers also recognise that sudden cancellations can be detrimental to the field owners. Therefore, consumers hope for greater clarity in the contract and more transparent agreements from the outset, particularly regarding payment

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<sup>32</sup> Results of interviews with R and F, rental customers, on 2 April 2023, at 14:30 WIB

<sup>33</sup> Results of interviews with A and M.I., tenant customers, on 2 April 2023, at 15:00

mechanisms and rental cancellations, so that fairness is achieved for both parties in accordance with the principle of the *ijarah 'ala al-manāfi'* contract.

#### **F. Review of the Book of Sharia Economic Law on Rent Payments for Futsal Pitches in Syiah Kuala Sub-district**

The concept of *ijarah* is an integral part of commercial contracts in Islam. Consequently, discussions of this topic are always grounded in the principles of Islamic law formulated by earlier scholars. In the study of *muamalah fiqh*, the scholars have established that the determination of the ruling on various sharia activities is based on one fundamental principle, namely that, in principle, everything is *mubah* (permissible), unless there is evidence that explicitly prohibits it. This principle is derived from the Quran and the Hadith of the Prophet Muhammad (peace be upon him).

This view is also affirmed by the prominent contemporary scholar, Sheikh Muhammad Yusuf al-Qardhawi, who states that the original ruling regarding everything created by Allah SWT is that it is *halal* and permissible to use. Nothing is deemed *haram* unless there is a clear and explicit text that prohibits it.<sup>34</sup>

Leasing is a form of agreement between two parties, whereby one party undertakes to grant the right to use a particular item to the other party for a specified period, whilst the other party is obliged to pay a certain amount of compensation in accordance with the agreed price. In the context of civil law, a lease is understood as a legal act aimed at providing the benefit of an object without the transfer of ownership rights.

Provisions regarding leasing are set out in the Civil Code (*Burgerlijk Wetboek*). Article 1548 of the Civil Code explains that leasing is an agreement whereby one party undertakes to grant the use of a property to the other party for a specified period, with the lessee being obliged to pay the agreed rent. Such payment is generally made after or during the period in which the property is used in accordance with the terms of the agreement.

From the perspective of *muamalah fiqh*, the legal relationship of a lease is known as *ijarah*, namely a contract for the use of an item or service in exchange for remuneration in the form of wages or rent. *Ijarah* emphasises that the primary object of the contract is not the item itself, but rather the benefit ( ) derived from it. The lease term is determined by mutual agreement between

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<sup>34</sup> R. Subekti & R. Tjitrosudibio, *Civil Code*, (Jakarta: Pradnya Paramita, 1996), p. 381

the contracting parties and must be clearly stated from the outset of the agreement.

According to the Compilation of Sharia Economic Law, Article 307, Part Three, on *Ijarah* Payments and Methods of Payment, it is explained<sup>35</sup> :

- 1) *Ijarah* services may take the form of money, securities, and/or other items as agreed.
- 2) *Ijarah* services may be paid with or without a deposit, with payment in advance, after *the ma'jur* has finished using the property, or on credit, as agreed.

Based on interviews conducted by the researcher at several futsal pitches in the city of Banda Aceh, particularly in the Syiah Kuala district, differences in policy regarding the implementation of futsal pitch rentals were found. These differences are evident in the varying rental rates set by different pitches, both during the day and at night. The Embassy pitch in Lamgugob charges a rental fee of Rp250,000 during the day and Rp300,000 at night, whilst Hattrick Futsal in Jeulingke charges Rp200,000 during the day and Rp220,000 at night. Meanwhile, Zidane Futsal in Rukoh charges Rp230,000 during the day and Rp250,000 at night. These price differences essentially stem from the individual policies of each venue operator, tailored to facilities, location, and internal managerial considerations.

Generally, the rental transaction system for futsal pitches in Banda Aceh operates through a relatively similar mechanism, namely based on an agreement between the operator and the renter regarding usage times and rental rates. However, issues begin to arise regarding the application of a deposit as confirmation of the pitch booking. Not all futsal pitches consistently enforce a deposit policy. Some courts do not require a deposit when booking by telephone; however, if another tenant arrives directly at the venue and pays a deposit of a certain amount, the previously agreed rental schedule may be overridden without the initial tenant's knowledge. Such practices indicate a lack of contractual certainty and have the potential to disadvantage one of the parties.

In practice, the deposit serves as a form of commitment from the renter to use the court facilities at the agreed time. However, futsal court operators do not set a fixed and uniform amount for the deposit. Generally, operators only specify a minimum deposit amount that must be paid, without clear and

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<sup>35</sup> Supreme Court Regulation No. 2 of 2002, concerning the Compilation of Sharia Economic Law

fair standards for all renters. This deposit is then counted as part of the total rental fee if the transaction proceeds. However, if there is a unilateral cancellation by the tenant or the pitch is not utilised at the agreed time, the deposit is not refunded. This situation leads to varying levels of loss among tenants, as the amount of deposit paid differs, thereby potentially undermining the principle of fairness in the *ijarah* contract.

On the other hand, problems also arise when a tenant cancels the rental at short notice, for example due to an insufficient number of players. Such unilateral cancellations naturally cause losses for the futsal pitch operators, particularly if the rental slot cannot be filled by another tenant. To address this, some futsal pitches have introduced cancellation fees, such as the Embassy Lamgugob pitch, which imposes a fee of Rp50,000 for last-minute cancellations. However, this policy is not applied uniformly, as there are other venues such as Hattrick and Zidane that set fines of different amounts or do not impose fines at all. This inconsistency in policy indicates the absence of clear standards in managing the risk of booking cancellations.

Furthermore, there is also the practice of renting without a deposit, which allows the court operator to unilaterally reschedule bookings. This occurs due to the lack of a strong contractual bond between the renter and the operator, leaving the renter in a weak position regarding the protection of their rights. From the perspective of Islamic economic law, such conditions may give rise to *gharar* (uncertainty) in the contract, as the rights and obligations of the parties are not clearly defined from the outset of the agreement.

## **Conclusion**

Based on the data from observations, interviews, and the analysis conducted by the researcher, the following conclusions can be drawn as the core of the entire discussion in this study. The practice of renting out futsal pitches in the city of Banda Aceh, particularly in the Syiah Kuala district, essentially fulfils the basic elements of an *ijarah* contract, namely the presence of a lessor, a lessee, the subject of the lease being the use of the futsal pitch, and an agreement on price and duration of use. However, in practice, differences in policy are still found among futsal pitch operators, particularly regarding the setting of rental prices based on daytime and night-time hours, the application of a deposit, and the cancellation mechanism, which lack uniform and consistent standards.

In the practice of futsal court rentals, a deposit is applied as a confirmation of the use of the court facilities at the agreed time. However, the

amount of the deposit is not set precisely and uniformly by business operators, but is merely determined as a minimum nominal amount. This situation results in varying levels of loss among tenants in the event of a rental cancellation, as the deposit paid is generally forfeited and non-refundable. This practice indicates that the principle of fairness has not been optimally fulfilled in the *ijarah* contract, due to the lack of clarity and equal agreement regarding the deposit amount from the outset of the agreement.

Furthermore, the mechanism for cancelling futsal pitch rentals has not been uniformly applied. Some pitch operators have established unilateral cancellation penalties of a specific amount as a form of protection against business losses, whilst others have not clearly stipulated penalty provisions. This situation creates legal uncertainty for both parties, both the tenant and the pitch operator. In some cases, sudden cancellations by tenants cause losses for business operators, whilst on the other hand, there are also practices of unilateral rescheduling of rentals by venue operators if the tenant fails to provide a deposit.

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