

## Review of Islamic Law on Restrictions in the Practice of Renting a Rental Car

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### Abstract:

The car rental business is currently being developed by businesspeople in Indonesia. With the business of providing car rental, people can choose what car they want to use by only paying rent, as happened at Zabak Travel & Rental, Talang Babat Village, Muara Sabak Barat District, East Tanjung Jabung Regency. This type of research is qualitative research with a descriptive qualitative approach. The data sources used consist of primary data sources and secondary data sources. Data collection procedures through observation, interviews, and documentation. Data analysis techniques through editing, reconstruction, and systematization of data. The conclusions obtained from the research results are: First, the implementation of the rental car agreement at the Zabak Travel & Rental car rental in Talang Babat Village contains certain requirements that must be met by all parties. Second, the review of Islamic law on the restrictions in the practice of renting a rental car at the Zabak Travel & Rental car rental in Talang Babat Village is appropriate because it fulfills the pillars and conditions mentioned in the National Sharia Council (DSN) Fatwa No. 9/DSN-MUI/2000 concerning ijarah financing. (Sighat Sewa Menyewa, namely ijab and qabul in the form of statements from both parties to the contract, either verbally or in other forms. Parties to the contract: consist of the renter/service provider and the renter/service user. The object of leasing is the benefit of the use of goods or services, which can be valued and can be implemented in the contract, as well as those that are permissible, and goods must be real according to Sharia provisions.

### Keywords:

*Islamic Law, Lease, Car Rental.*



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## INTRODUCTION

Humans are categorized as social creatures, which means that they cannot be separated from dealing with other people in order to fulfill their needs. Human needs are very diverse, so sometimes he is personally unable to fulfill them and must deal with other people (Aruni, 2019). The relationship between one human being and another in fulfilling needs is often called the process of making a contract or agreement, and there must be rules that explain the rights and obligations of both based on the agreement. Humans who do muamalah must have similarities or links with each other to complete or complement various needs that are useful in this society, which, in essence, the desires and needs of living beings are unlimited, but humans will always look for solutions or try to determine the sources of needs that can complement and fulfill a need, even with limited means of fulfillment. Human relationships as social beings are known as mu'amalah (Baihaqi, 2023). Mu'amalah, according to Suadi, is part of fiqh for worldly affairs other than marriage and

punishment, namely the laws that regulate human relations between humans and the surrounding environment to obtain their needs. Muamalah is basically allowed to do anything that is considered good, right, and contains benefits for mankind, except for what is prohibited and forbidden by Allah SWT.

Islam is a religion that rules all lives that interact or relate to fellow humans with other humans, both related to Allah SWT and those that interact or relate to fellow humans as in the implementation of rental car rental vehicles (Fatoni, 2023). Found in Islam, worship and muamalah have a meaning that is. Among other things, worship is basically that it cannot be done and is not obligatory except based on what is ordered by Allah SWT. One of the contracts in mu'amalah that is often carried out by the community is leasing. Lease is a consensual agreement in which this agreement has legal force, namely the pillars and conditions of the lease take place if the lease contract has taken place, the party renting (mu'jir) is obliged to hand over the goods/objects (ma'jūr 'alaih) to the tenant or the person receiving the wages (musta'jir) with the delivery of the benefits of goods or objects, the tenant is obliged to hand over the rent. Rent in Arabic is called "al-ijarah," which comes from the word al-ajru, meaning compensation, wages, or selling benefits. Lease or "al-ijarah" is a transaction of transferring the right to use goods or services within a certain time limit through payment of rental fees without being followed by the transfer of ownership rights to the goods (Lestari et al., 2022; Ngasifudin, 2019). Ijarah can also be interpreted as a service sale and purchase transaction (wage-hire), which involves taking a benefit from the labor or results issued from humans; some translate or interpret leasing as the transfer of the owner of a certain benefit that is allowed within a specified time with certain compensation. According to the Hanfiyah, ijarah is a contract to allow ownership of the known and intentional benefits of a substance that is rented in return. Based on this definition, it can be understood that ijarah is exchanging something in return, and if translated into Indonesian means rent and wages. Renting is selling benefits, and hiring is selling labor (Novianta et al., 2021).

The legal basis for the permissibility of ijarah according to the Word of Allah in Surah al-Baqarah (2), verse 233 is as follows:

وَأِنْ أَرَدْتُمْ أَنْ تَسْرُضِعُوا أَوْلَادَكُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَلَّمْتُمْ مَا آتَيْتُمْ  
بِالْمَعْرُوفِ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ ﴿٢٣٣﴾

*Meaning: "And if you want your children to be suckled by others, then there is no sin on you if you give them naraeemep according to what is proper. Fear Allah and know that Allah sees what you do." (Q.S. Al-Baqarah (2): 233).*

Based on the above verse, it can be understood that ijarah (rent) is justified. The type of ijarah (rent) described is the rental of labor, but in the development of practice, there are other types of rent, namely the rental of goods or places. The practice of leasing must be in accordance with the basic principles of Islamic law because in Islamic law it must prioritize the principles of justice, honesty, transparency and mutual benefit, and also not harming fellow human beings or one another (institutions with consumers), the basic principles of sharia should be a corridor in muamalat, so that the objectives of muamalat activities are achieved.

According to Islamic law, to conduct a lease transaction in the muamalah of human life must fulfill the predetermined conditions. The terms of the lease contract (ijarah) have three general pillars and six specific pillars. The first is sighthat (speech), which consists of an offer (ijab) and acceptance (qabul). Second is the contracting party, which consists of the renter (mu "ajir or the owner of the asset), and the lessee (musta "jir, the party who takes advantage of the use of the asset). The third is the object of the contract, which consists of payment (rent) and benefits from the use of assets. Currently, leasing is widely practiced by various communities because people only want to temporarily utilize the goods or some of the services offered by the party who rents out the goods or services. One of them is the rental of transportation services that are currently needed by most people, namely, car rental. The car rental business is currently being developed by businesspeople in Indonesia (Ridwan et al., 2024; Ritonga, 2024).

With the business of providing car rental, people can choose what car they want to use by only paying rent, as happened at Zabak Travel & Rental, Talang Babat Village, Muara Sabak Barat Subdistrict, East Tanjung Jabung Regency. Zabak Travel & Rental Talang Babat Village is one of the car rental businesses established since 2017, and provides several types of cars for rent. The use of a rental car by a car renter at Zabak Travel & Rental, Talang Babat Village begins with the binding of a car rental service company with a car renter in a car lease agreement for a certain period of time, either with or without a guarantee given by the car renter to the car rental service company. Usually, the collateral used includes, among others, the family card (KK), identity card (KTP), and the motorcycle owned by the renter. From the searches that the author conducted at the Zabak Travel & Rental car rental company in Talang Babat Village, namely in reality, the lease agreement is not all agreements carried out as promised; sometimes, the renting party cannot fulfill the obligations in accordance with what was agreed in the agreement. The non-fulfillment of the obligation is due to negligence or intentionality, and or due to an event that occurs beyond the expectations of each party (Rouf et al., 2021; Salma, 2023; Santi, 2019). The reality in the field shows that the contents of the car lease agreement are not fully implemented by the lessee, and defaults often occur in car lease agreements. For example, the lessee cannot return the leased item in accordance with the agreed time, the absence of good faith from the lessee by pawning the car to a third party.

## METHOD

Research is a scientific way to obtain data with its purpose and usefulness. A method is the right way to do something by using careful thought to achieve a goal (Sugiyono, 2016). Based on this understanding, it can be concluded that research method is a science that discusses the methods used in conducting research. So, the method is a reference, a way or a way to conduct research. This research aims to examine the practice of renting rental cars from the perspective of Islamic law, by taking a case study at Zabak Travel & Rental located in Talang Babat Village. To obtain a comprehensive understanding, the research method used is adapted to a qualitative approach, which allows researchers to explore in-depth information related to the practices that take place in the field and how they are in accordance with the principles of fiqh muamalah in Islamic law. The type of research used is field research, which is research that is directly carried out at the location where the rental practice takes place (Ashshofa, 2015; Moleong, 2017).

This research also uses a normative juridical approach and a sociological approach. The normative juridical approach aims to analyze the theories and concepts of Islamic law related to the *ijarah* (rental) contract, while the sociological approach is carried out to understand the actual practice of renting a car at Zabak Travel & Rental and observe the extent to which the practice is in accordance or contrary to the rules of Islamic law. The data collection technique in this study consists of three main methods, namely observation, interviews, and documentation. Observation was carried out to see firsthand the process of renting a car at the rental place. Interviews were conducted in-depth with rental business owners, customers, and local religious leaders to obtain various points of view. Documentation was used to analyze important documents such as rental contracts, brochures, and internal policies that apply at Zabak Travel & Rental. The data sources in this study can be divided into two, namely primary data and secondary data.

Primary data was obtained directly from observations and interviews in the field. Meanwhile, secondary data is obtained from literature study, namely by reading and analyzing references that are relevant to the topic of this research. These references include the Qur'an, Hadith, classic fiqh books such as *Fiqh al-Islami wa Adillatuhu* by Wahbah az-Zuhaili, *Al-Mughni* by Ibn Qudamah, and *Bidayatul Mujtahid* by Ibn Rushd. In addition, researchers also refer to scientific journals and previous scientific works that discuss the practice of *ijarah* and renting in a contemporary context. In this research, a comparison of references between classical Islamic legal theories and the practice of renting in the modern era is also carried out. For example, in Islamic fiqh, the clarity of the object of rent and the value of wages are conditions for the validity of the *ijarah* contract. However, in practice, it is sometimes found that agreements are made verbally without clear details of price or time period. This study analyzes whether this practice is justified under Islamic law or whether it contains elements of *gharar* (uncertainty), which is prohibited. In addition, comparisons are also made between Islamic law and positive law in Indonesia, such as the Consumer Protection Law and the Civil Code (KUHPer), to see the extent to which the practice of leasing is regulated and protected by state law. Data analysis is carried out descriptively, qualitatively, namely by systematically describing and interpreting data obtained through interviews, observations, and documentation. The data that has been collected is then analyzed based on relevant Islamic legal concepts. This process is carried out to conclude the suitability or incompatibility of leasing practices at Zabak Travel & Rental with the principles of Islamic law. Empirical normative research method regarding the implementation of normative legal provisions (laws) in action against each specific legal event that occurs in a society (Ashshofa, 2015).

## RESULTS AND DISCUSSION

### Results

Zabak Travel & Rental was established on June 15, 2017. Zabak Travel & Rental is located in Talang Babat Village, Muara Sabak Barat District, East Tanjung Jabung Regency. Owner name: Mr. Agus Riyadi. Zabak Travel & Rental itself has a slogan in running its business, namely "Life is Only Once, Don't Age Meaninglessly." Over time, which used to have only 2 (two) units of cars, now the number of cars has increased to 11 (eleven) units of cars, consisting of various types and different types. Zabak Travel & Rental is really experiencing rapid business development and

progress. The owner said that every day, from 11 (Eleven) units of cars are rarely parked or returned from the large number of tenants who need car rental services. Until the business developed until now with the help of his wife. It should be noted that Zabak Travel & Rental also cooperates with car rental association organizations in Jambi City.

Zabak Travel & Rental is one of the urban village areas in Muara Sabak Barat District, East Tanjung Jabung Regency, Jambi Province. Zabak Travel & Rental Talang Babat Village is a car rental business that was established in 2017 and provides several types of cars for rent. The use of a rental car by a car renter at Zabak Travel & Rental, Talang Babat Village begins with the binding of a car rental service company with a car renter in a car lease agreement for a certain period of time, either with or without a guarantee given by the car renter to the car rental service company. Usually, the collateral used includes, among others, family cards (KK), identity cards (KTP), and motorbikes owned by the renter.

The process of car rental begins with the arrival of prospective tenants at the car rental company Zabak Travel & Rental. After the prospective tenant expresses his intention to come, with an agreement, the car rental agreement arises. After the agreement occurs, it is then followed by the payment of the entire agreed rental price. The form of the car rental agreement is like a standard agreement in the form of a piece of paper containing identity that must be filled in by prospective tenants, with the conditions set by the renting party.

Legally, the Zabak Travel & Rental car rental business has met the requirements because it already has a Business License (SIUB) to run the business. In the process of renting a car initially goes through a registration mechanism to fulfill the agreement before the lease occurs, in case something unwanted happens. In it, there is also a mechanism regarding the settlement process between the two parties. However, after a few years the car rental business owner no longer conducts a registration in which there is an agreement in the form of a contract either verbally or a written agreement or guarantee so that in the future when there is a lease implementation there is no evidence or strong legal force in such matters as damage, accidents or there are tenants who are not responsible for all of this very clear details are needed.

The agreement contains certain requirements. Based on these conditions can fulfill or implement them because from these conditions can be known the rights and obligations of both parties and how to carry them out. These conditions, as usual, consist of basic conditions in the form of basic rights and obligations, for example, regarding goods and their prices, and also complementary or additional conditions, for example, regarding the method of payment, handover, and others. In the implementation of a lease agreement, the parties who promise must carry out what has been promised or what has become their obligation in the agreement (Sari, 2019). In carrying out transportation rental business activities, sometimes experiencing losses, Zabak Travel & Rental also imposes a fine fee on customers who are negligent or violate mutually agreed-upon rules. The costs incurred by the customer are in accordance with the error or negligence caused. The leasing practice carried out by Zabak Travel & Rental is car rental leasing.

Based on the data obtained at Zabak Travel & Rental, there are obligations and rights on the

part of the business owner and the renting party, namely: Obligations and rights for the business. Zabak Travel & Rental has an obligation to rent a car to the tenant. as for the obligations are as follows: Handing over the leased car vehicle to the renter Maintaining the leased car vehicle so that it can be used for leasing purposes. Guarantee the tenant the comfort and enjoyment of the leased car vehicle during the lease agreement and the absence of defects in the leased car vehicle (Subhan & Rumawi, 2020). In addition, Zabak Travel & Rental has the right to rent out car vehicles. Whereas rights obtained for those who rent are as follows: Rent that must be paid by the tenant at a certain time in accordance with the lease agreement.

The business must be notified if something happens to the vehicle that is rented out to the renter. The Akad used at Zabak Travel & Rental is an ijarah contract. This is as explained in the fatwa of the National Sharia Council (DSN) that transactions using a transfer of rights to use the benefits of a good or service for a certain time through rental or fee payments, without being followed by the transfer of ownership of the goods. In financial transactions, ijarah is divided into two, namely ijarah and ijarah muntahiya bittamlik. The difference between these two types mainly lies in the ownership of fixed assets after the lease period ends. In an ijarah contract, the fixed asset will be returned to the leasing party when the lease period ends (Suharti, 2023; Sunarto, 2014).

In the ijarah muntahiya bittamlik contract, the asset will change its ownership status to the tenant at maturity. As for the data obtained by the author, Zabak Travel & Rental is included in the type of ijarah contract in which the fixed asset will be returned to the leasing party when the lease expires, because the author did not find from the interview or in the contract letter a change in its ownership status to belong to the tenant at maturity. In the Ijarah contract, there are several types in terms of the object and ownership of the benefits, including Ijarah in terms of its object. There are two, namely: Ijarah benefits (al-ijarah ala al-manfa'ah), namely making use of the benefits of an item for Ma'qud Alaih, for example, renting a house to live in and renting a vehicle to drive. Ijarah, like work (al-ijarah ala al-'amal), namely hiring someone's services with wages in return for the services hired, for example, renting and paying people to build buildings, sewing clothes, and so on (Djuwaini, 2018).

Ijarah in terms of ownership of benefits is twofold, namely: Ijarah khas, which is ijarah whose benefits are owned by one specific person. Ijarah musyarakah is a type of partnership contract in Islamic finance that combines the features of ijarah (lease) and musyarakah (partnership). In this contract, two or more parties ally to purchase an asset, and then lease it to a third party. The rental income is then shared between the parties at an agreed ratio, as well as the risk. Ijarah in terms of the object carried out by Zabak Travel & Rental is included in the form of ijarah ala al-manfa'ah and ijarah ala al-'amal. Why is that? because ijarah ala al-manfa'ah at Zabak Travel & Rental makes the vehicle unit useful for the tenant, while ijarah ala al-'amal employs someone's services for a fee, namely providing driver services for customers who cannot use a car. While ijarah in terms of ownership of benefits, Zabak Travel & Rental is included in the form of ijarah musyarakah, namely, in this contract, two or more parties ally leasing. The pillars of the ijarah contract in practice at Zabak Travel & Rental are as follows: Aqid (the person in the contract).

Mu'jir and musta'jir are people who do a lease or wage contract. In a lease transaction, the

party who is the mu'jir is Zabak Travel & Rental, which rents out vehicles and is entitled to receive wages, while the musta'jir is the tenant (customer) who uses the service and pays wages. According to the madhhab of Imam Syafi'i and Hanbali, the requirements for the two people who make a contract are baliqh and intellect. Thus, if someone who is not yet or does not understand, such as a child or a madman, rents out their property or themselves as laborers, then the ijarah is not valid (Ichsan, 2015).

At Zabak Travel & Rental, the results of observations and interviews that have been conducted by the author regarding vehicle leasing and the application of fines, as a whole, the contract is generally carried out by an adult. This can be proven because one of the conditions for signing the contract is that the owner of Zabak Travel & Rental and the renter. Shighat, namely ijab qabul. According to Amalia (2020), ijab qabul can be done in four ways, namely: Oral, the parties express their will in clear words. Writing, there are times when an engagement is made in writing. Sign, an engagement is not always performed by a normal person; a disabled person can also perform an engagement. If the disability is speech impairment, then it is possible with sign language. Actions. Zabak Travel & Rental not only clear speech, but also uses a written agreement in order to prevent misunderstandings in the future, ensure legal certainty, and document the agreement between the parties. Written Shighat is used to convey the rights, obligations, and responsibilities of each

قَالَ إِنِّي أُرِيدُ أَنْ أُنكِحَكَ إِحْدَى ابْنَتَيَّ هَاتَيْنِ عَلَى أَنْ تَأْجُرَنِي تَمَنِّي حَجَّ فَإِنْ  
 أَتَمَمْتَ عَشْرًا فَمِنْ عِنْدِكَ وَمَا أُرِيدُ أَنْ أَشُقَّ عَلَيْكَ سَتَجِدُنِي إِنْ شَاءَ اللَّهُ مِنَ  
 الصَّالِحِينَ

party.

*Meaning: He (the father of the two women) said, "I intend to marry you to one of these two daughters of mine on the condition that you work for me for eight years. If you complete ten years, that is a favor from you. I do not intend to burden you, and inshallah you will find me among the good."*

Surah Al-Qashash verse 27 is explicit evidence in the Qur'an about the permissibility and validity of service rental contracts (ijarah), both in the context of dowry, work, and marriage conditions. This verse shows the importance of agreement, clarity of work duration, and the principle of mutual consent in Islamic muamalah transactions. Meaning: "Then if they nurse your children, then give them their wages." (QS. At-Talaq: 6) Surah At-Talaq verse 6 is a direct and explicit proof that hiring someone's services (in this case, breastfeeding) is permissible in Islam, and that a wage should be given if it is agreed upon. This confirms the principle of justice and reciprocity in muamalah contracts and is the legal basis for a valid ijarah contract. (Ibnu Katsir, 1998).

Meaning in the Context of Ijarah: It clearly mentions the payment of wages to the milk mother. This is evidence for the permissibility of service rental contracts in Islam (Al-Qaradawi, 2000). Meaning: He (Joseph) said, "Make me treasurer of the land (of Egypt), for I am a man of judgment and knowledge." In this verse, Prophet Yusuf 'Alaihissalam consciously and voluntarily

proposed himself to the king of Egypt to be appointed as the manager of the state treasury. In this verse, Prophet Yusuf offered his professional services in the management and administration of the state economy in exchange for an official position and (implicitly) a decent reward or salary. Thus, this verse argues that one may offer their services for reward in a legitimate and recognized system (Mardani, 2017).

## Discussion

The process of car rental begins with the arrival of prospective tenants at the car rental company Zabak Travel & Rental. After the prospective tenant expresses his intention to come, with an agreement, the car rental agreement arises. After the agreement occurs, it is then followed by the payment of the entire agreed rental price. The form of the car rental agreement is like a standard agreement in the form of a piece of paper containing identity that must be filled in by prospective tenants, with the conditions set by the renting party.

Legally, the Zabak Travel & Rental car rental business has met the requirements because it already has a Business License (SIUB) to run the business. In the process of renting a car initially goes through a registration mechanism to fulfill the agreement before the lease occurs, in case something unwanted happens. In it there is also a mechanism regarding the settlement process between the two parties. However, after several years the car rental business owner no longer conducts a registration in which there is an agreement in the form of a contract either verbally or a written agreement or guarantee so that in the future when there is a lease implementation there is no evidence or strong legal force in such matters as damage, accidents or there are tenants who are not responsible for all of this very clear details are needed. The agreement contains certain requirements. Based on these conditions can fulfill or implement the because from these conditions can be known the rights and obligations of both parties and how to carry them out. These conditions, as usual, consist of basic conditions in the form of basic rights and obligations, for example, regarding the goods and their prices, and also complementary or additional conditions, for example, regarding the method of payment, handover, and others (Rohidin, 2016; Rosyada, 2019; Safira, 2016).

In the implementation of a lease agreement, the parties who promise must carry out what has been promised or what has become their obligation in the agreement. In carrying out transportation rental business activities, sometimes experiencing losses, Zabak Travel & Rental also imposes a fine fee on customers who are negligent or violate mutually agreed-upon rules. The costs incurred by the customer are in accordance with the error or negligence caused. The leasing practice carried out by Zabak Travel & Rental is car rental.

Based on the data obtained at Zabak Travel & Rental, there are obligations and rights on the part of the business owner and the renting party, namely: Obligations and rights for the business Zabak Travel & Rental has an obligation to rent a car to the tenant. The obligations are as follows: Hand over the leased car vehicle to the tenant, Maintain the leased car vehicle so that the object, it can be used for leasing purposes. Guarantee the tenant the comfort and enjoyment of the leased car vehicle during the lease agreement and the absence of defects in the leased car vehicle. In addition, Zabak Travel & Rental has the right to lease car vehicles. A adapun rights obtained for those who rent

are as follows: Rent to be paid by the tenant at a certain time in accordance with the lease agreement. The business must be notified if something happens to the vehicle that is leased to the renter (Suaidi, 2021; Suhendi, 2015; Yaqin, 2018; Zuhaili, 2007; Al-Qaradawi, 2000).

## CONCLUSION

The implementation of the rental car agreement at the Zabak Travel & Rental car rental in Talang Babat Village contains certain requirements. Based on these conditions can fulfill or implement the because from these conditions can be known the rights and obligations of both parties and how to carry them out. These conditions, as usual, consist of basic conditions in the form of basic rights and obligations, for example, regarding goods and prices, and also complementary or additional conditions, for example, regarding the method of payment, handover, and others.

The review of Islamic law on the limitations in the practice of renting a rental car at the Zabak Travel & Rental car rental in Talang Babat Village is appropriate because it fulfills the pillars and conditions that will be mentioned, but the National Sharia Council Fatwa. (Sighat Sewa Menyewa, namely *ijab* and *qabul* in the form of statements from both parties to the contract, either verbally or in other forms. Parties to the contract: consist of the renter/service provider and the renter/service user. The object of leasing is the benefit of the use of goods or services, which can be valued and can be implemented in the contract, as well as those that are permissible, and goods must be real according to Sharia provisions.

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