

NORMATIVE AND PRACTICAL DISTINCTION BETWEEN IJARAH, 'ARIYAH, HIWALAH, AND QARD: A COMPARATIVE STUDY OF MUAMALAH FIQH IN INDONESIA

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Abstract

This study aims to analyze the normative and practical differences between the four main contracts in fiqh muamalah, namely ijarah (rent-benefit), 'ariyah (borrowing goods without compensation), hiwalah (debt transfer), and qard (voluntary loan). Normatively, the four contracts have a strong foundation in classical fiqh literature, but their practice in Indonesia shows different variations and challenges. The research uses a qualitative field approach with in-depth interviews and observations on the community and Islamic financial institutions, especially BMT, KJKS, and Islamic banks. The results of the study show that there is a gap between normative fiqh and the reality of the field. Ijarah contracts are widely developed in Islamic financial institutions, but some people still equate them with buying and selling. Akad 'ariyah is more dominant in daily social interactions, reflecting the value of helping, although it is rarely understood as part of the fiqh of muamalah. Hiwalah contracts have been found to be very limited, although they have great potential to support modern transactions similar to debt transfer mechanisms in conventional finance. Meanwhile, qard contracts are still popular both in the social and institutional realms, but in practice they are often confused with interest-bearing loans so that they risk deviating from sharia principles. This study concludes that the low sharia literacy of the community and the limitation of product innovation in financial institutions are the main factors that cause the gap between norms and practices. Therefore, public education, intensive socialization, and the development of innovative products based on muamalah contracts are needed so that the concept of classical fiqh is not only a normative reference, but also functions as a real instrument in building the Islamic economy in Indonesia.

Keywords: Ijarah, 'Ariyah, Hiwalah, Qard, Fiqih Muamalah

1. INTRODUCTION

The study of muamalah fiqh has an important role in regulating various forms of socio-economic interaction of the Muslim community. Among the instruments that are often used are ijarah (renting/serving), 'ariyah (borrowing goods to be used), hiwalah (debt transfer), and qard (voluntary loan) (Faisal, Supriyanto, & Susanto, 2022). These four contracts both function as a means of meeting needs, but have different legal characteristics. The background of this research departs from the fact that in daily practice people often

equate or even mix these contracts, which can cause legal misunderstandings and violations of sharia principles (Islam, Ariyah, & Al-hibah, 2021).

A number of previous studies have highlighted muamalah contracts such as ijarah, 'ariyah, hiwalah, and qard, but they are generally done partially and focused on one specific type of contract without comprehensively linking it to other contracts. For example, research on ijarah has discussed its relevance to Islamic banking practices, especially in the context of asset financing and service leasing through the Ijarah Muntahiyah Bittamlik (IMBT) scheme (Darsono & Athoillah, 2023). This study emphasizes aspects of economic productivity and fairness in the working relationship between givers and beneficiaries. Meanwhile, the study of 'ariyah focuses more on the social and moral values contained in the practice of borrowing goods from each other without return, which reflects the spirit of ta'awun (helping) and strengthening the social solidarity of the ummah (Mahmuda & Azizah, 2019).

The research related to hiwalah mostly discusses its application in the modern financial system, such as receivables transfer, invoice financing, and risk management in Islamic financial institutions. Despite its great potential in supporting the efficiency of financial transactions, the study of hiwalah is still minimal in the social context and applicable to the general public. Meanwhile, research on qard, especially qard al-hasan, is more focused on social and philanthropic dimensions, such as the role of interest-free loans in community economic empowerment, zakat institutions, or sharia cooperatives. However, most of these studies are sectoral and do not present a comprehensive comparative analysis between contracts (Harahap & Sudiarti, 2022).

This limitation creates an important research gap, namely the absence of research that systematically examines the conceptual, normative, and applicative differences between ijarah, 'ariyah, hiwalah, and qard in a complete analytical framework. In fact, comparative studies are urgently needed to clarify legal boundaries, prevent overlap between contracts, and understand their practical implications in the context of modern economics. This kind of analysis is not only useful academically in enriching the fiqh muamalah literature, but also has strategic value in helping Islamic financial institutions and the community to be able to implement these contracts according to sharia principles appropriately and contextually. Therefore, this study aims to examine the normative and practical distinctions between ijarah, 'ariyah, hiwalah, and qard comparatively, in order to clarify fundamental differences, find convergence points, and contribute to the development of muamalah practices in accordance with maqashid al-sharia in Indonesia.

2. IMPLEMENTATION METHOD

This research uses a qualitative approach with a field research method. This method was chosen because the purpose of the research is to explore the understanding and practice of ijarah, 'ariyah, hiwalah, and qard contracts in the context of Indonesian society, especially in Islamic financial institutions. Using field research, researchers can directly examine how the four contracts are practiced, as well as find gaps between the theory of fiqh muamalah and real implementation in the field. The research locations were conducted in Jakarta, Banten, and West Java, considering that this region has a large concentration of Islamic financial institutions and is considered representative of the development of Islamic economic practices in Indonesia. The main focus is directed at Bank Syariah Indonesia (BSI)

as the largest Islamic bank in the country, as well as several Sharia Financial Services Cooperatives (KJKS) and Baitul Maal wat Tamwil (BMT) that actively use muamalah contracts in financing and loan services.

The research informants were selected using the purposive sampling technique, which is the deliberate determination of respondents based on their competence and relevance to the research. The number of informants interviewed was fifteen people, consisting of five practitioners of Islamic financial institutions such as BSI employees, KJKS administrators, and BMT; five academics and scholars who have competence in the field of fiqh muamalah; As well as five members of the Islamic Financial Services user community who have been involved in transactions based on ijarah, 'ariyah, hiwalah, and qard contracts. Data collection was carried out through observation, in-depth interviews, and documentation. Observation was used to observe the practice of contracts directly in Islamic financial institutions, interviews were used to explore informants' understanding of the normative and practical distinctions of each contract, while documentation was carried out by collecting various regulations, DSN-MUI fatwas, OJK provisions, and contract documents from Islamic financial institutions that were the location of the research.

The collected data was analyzed by a descriptive-comparative method, namely comparing normative fiqh theories sourced from classical and contemporary literature with actual practices encountered in the field. This analysis is carried out to identify suitability and differences, so that it can answer the research gap that has been formulated in the introduction. To maintain the validity of the data, this study uses source triangulation by comparing the results of observations, interviews, and documentation, so that the conclusions obtained are comprehensive, objective, and can be accounted for academically.

3. RESULTS AND DISCUSSION

The results of field research show that the practice of ijarah, 'ariyah, hiwalah, and qard contracts in Indonesia has a different pattern between the institutional and social realms. In the ijarah contract, it was found that Islamic financial institutions such as banks, KJKS, and BMT are quite intensive in using this contract in financing vehicle rentals, service contracts, and property rentals. However, some people still equate ijarah with buying and selling, so normative aspects such as the transfer of benefits without ownership have not been fully understood. These findings show that there is a gap in fiqh muamalah literacy, where financial institutions understand normative concepts better than the general public.

Ijarah Practice (Rent-Benefit)

The practice of ijarah (rent-benefit) is found quite widely in Islamic financial institutions such as banks, BMT, and KJKS. The implementation includes renting houses, vehicles, and service contracts, which are generally in accordance with the norms of fiqh muamalah. However, some people still equate ijarah with buying and selling, even though normatively the two are different: ijarah only transfers benefits without transferring ownership, while buying and selling transfers ownership of goods in full. This misunderstanding shows that people's literacy is still limited, so there is an educational gap that needs to be bridged between fiqh theory and daily practice.

Meanwhile, the practice of 'ariyah (lending goods without return) is more dominant in the social interaction of the community than in the products of financial institutions. The

form is in the form of borrowing motorcycles, household appliances, and business equipment that are given without compensation. This practice is in line with the concept of muamalah fiqh which emphasizes the aspect of *tabarru'* or help-help. However, most people do not realize that this is part of the Islamic muamalah contract, but is considered just a social habit. This condition shows that even though the practice of *'ariyah* is going well, its contribution to improving Islamic economic literacy is still not optimal.

The practice of *hiwalah* (debt transfer) is still rarely found in the community and Islamic financial institutions. At the community level, *hiwalah* is usually only in simple form, such as depositing payments or transferring debts between individuals. In financial institutions, the practice is limited to the transfer of receivables or bill transfers, and it is not yet a widely known product. This is due to the lack of public understanding of *hiwalah*, even though normatively this contract has great potential to support modern transaction mechanisms. Therefore, *hiwalah* still leaves a considerable room for development, especially in the innovation of Islamic financial products that meet the needs of the times.

Meanwhile, the practice of *qard* (voluntary loans) is still relatively popular both in the community and financial institutions. In the social environment, *qard* is carried out in the form of loans without compensation between neighbors, family, or friends. Meanwhile, in financial institutions, *qard* is present in the form of *qard al-hasan* to help the emergency needs of the community. Although in accordance with the basic principles of sharia, this practice is often accompanied by administrative costs, and some people still mix *qard* with conventional interest-bearing loans. This condition has the potential to cause deviations from the norms of fiqh muamalah, so education is needed so that the *qard* contract is truly understood as a loan that must be repaid in the principal amount without addition.

Overall, the results of this study show that there is a gap between fiqh norms and field practice. *Ijarah* and *hiwalah* are more widely applied in the institutional realm, while *'ariyah* and *qard* are more dominant in the social realm of society. The level of sharia literacy in the community is still relatively low, so many contracts are practiced unknowingly as part of Islamic muama. These findings affirm the importance of education, socialization, and innovation of Islamic financial products so that the implementation of *ijarah*, *'ariyah*, *hiwalah*, and *qard* can run in accordance with sharia guidance.

The Practice of 'Ariyah (Borrowing Goods Without Return)

The practice of *'ariyah* (borrowing goods without return) in the context of the life of the Indonesian people is more often found in the social realm than in Islamic financial institutions. The forms are very diverse, ranging from borrowing motor vehicles for temporary purposes, borrowing business equipment such as sewing machines or trading carts, to household equipment such as chairs, tents, or kitchen utensils during celebrations. All of these forms of borrowing are carried out on the basis of mutual trust, solidarity, and the spirit of mutual cooperation that has long been a social character of Indonesian society. This phenomenon proves that the value of helping in Islam is still alive and maintained in society, although it is often not realized terminologically as part of the fiqh muamalah contract (Habibi & SW, 2021).

However, research found that the majority of people are not aware that *'ariyah* has a legal basis in fiqh muamalah and has been clearly regulated in the treasures of Islamic law. Many consider this practice to be just a social habit, not part of a sharia contract that has

normative implications. This lack of normative awareness makes the great potential of 'ariyah in strengthening Islamic economic literacy not fully exploited. In fact, if the community understands that borrowing goods without consideration is part of the sharia muamalah system, then this practice not only serves as a social means, but can also strengthen the internalization of sharia principles in daily life.

From the perspective of analysis, this condition shows that there is a large space for educational institutions, religious leaders, and even Islamic financial institutions to conduct wider socialization related to the 'ariyah contract. This kind of education can strengthen people's awareness that their daily activities are actually in accordance with sharia principles. Furthermore, strengthening the understanding of 'ariyah has the potential to provide sharia legitimacy to the practice of borrowing goods, so that it can increase Islamic economic literacy, strengthen the culture of helping, and foster social trust which is an important foundation in sharia-based economic development.

Hiwalah (Debt Transfer) Practice

The practice of hiwalah (debt transfer) in the context of Indonesian society is still very rare, especially among the general public who are more familiar with the simple lending and borrowing mechanism. In daily life, practices that are close to the concept of hiwalah only appear in the form of a deposit or transfer of payment obligations from one person to another, but they are not consciously understood as part of the fiqh muamalah contract. On the other hand, the application of hiwalah is beginning to appear, albeit limited, in Islamic financial institutions, particularly in receivables transfer products, bill transfers, or financing mechanisms involving the transfer of liabilities. However, the limited literacy and lack of socialization make this contract less popular than other muamalah contracts such as ijarah or qard (Fachreza, Kinanti, & Febrian, 2024).

Analytically, this shows that hiwalah has great potential to be developed as a modern financial instrument, because it is functionally similar to the debt transfer system or payment mechanism based on receivables transfer in conventional finance. Its existence can simplify transactions, reduce administrative burdens, and increase efficiency in the payment system. However, the weak understanding of the public and the lack of innovation in hiwalah-based products in financial institutions cause this contract to not develop optimally. This condition creates an important research gap, namely the need to develop innovation in Islamic financial products based on hiwalah as well as normative education to the public. Thus, hiwalah can play a more significant role not only in the social aspect, but also in supporting the efficiency and legitimacy of the Islamic financial system in the modern era.

Qard Practice (Voluntary Loan)

The practice of qard (voluntary loans) is still one of the popular contracts both in the social realm of the community and Islamic financial institutions. In the social environment, qard is often done between individuals, such as borrowing money for daily needs, education costs, or other urgent needs, with the spirit of helping without expecting anything in return. Meanwhile, in Islamic financial institutions such as BMT and KJKS, qard is applied in the form of qard al-hasan, which is a benevolent loan given for the emergency needs of customers. Although in practice this loan does not come with interest, there are often

administrative costs that make some people consider that there is an additional addition to the principal of the loan (Nizaruddin, 2013).

This phenomenon raises a new problem, namely the tendency of some people to confuse qard with conventional interest-bearing loans. This has the potential to cause deviations from the normative concept of qard which should only require repayment according to the principal of the loan without any additions. In terms of analysis, this condition shows that qard is very relevant to the socio-economic needs of the community, especially in emergency situations that require quick assistance without additional financial burdens. However, the practice of additional fees that accompany qard opens up space for the emergence of covert usury practices if they are not strictly supervised according to sharia principles. Therefore, it is necessary to make broader educational and socialization efforts about the nature of qard in fiqh muamalah, so that this contract is still understood and carried out according to the purpose of sharia, namely as an instrument of help that is fair, pure, and free from the element of usury.

A general analysis of the practice of muamalah contracts in Indonesia shows that there is a fairly clear gap between the fiqh norms formulated by classical scholars and the reality of implementation in the field. In fiqh literature, contracts such as ijarah, 'ariyah, hiwalah, and qard have detailed and strict provisions, both related to the conditions, harmony, and implications. However, at the level of ordinary people, there is still a lack of understanding of these concepts, so the practices carried out are often only considered as social customs, not part of the sharia legal system. This indicates that there is a gap in sharia literacy that needs to be bridged immediately through education, practical fatwas, and integration with community empowerment programs.

When viewed from the aspect of actors who practice, there is a difference in dominance between the social and institutional realms. Akad 'ariyah and qard are more predominantly carried out in daily social life, reflecting the strong culture of mutual cooperation, solidarity, and mutual help in society. Meanwhile, ijarah and hiwalah are more commonly found in the institutional scope, especially Islamic financial institutions that utilize the two contracts for formal products such as financing, service rental, and transfer of receivables. This distribution shows that the muamalah contract is not only a normative concept, but also has a different social and institutional face according to the context of implementation.

In terms of development prospects, hiwalah seems to have the greatest potential to be directed to become an innovative instrument in the modern financial system. The concept of debt transfer and receivables transfer contained in hiwalah is very relevant to contemporary transaction needs, especially in the context of financial digitalization and cross-party payment systems. However, the limited literacy and lack of socialization make this contract not popular in the community, and even less explored by Islamic financial institutions. Therefore, hiwalah can be used as the focus of further research and development, both from the aspects of regulation, product design, and public education strategies.

Overall, this analysis shows that the practice of muamalah contract in Indonesia has run naturally, although it is not fully in accordance with fiqh norms. The challenge is how to connect the normative values inherited by classical scholars with today's social and

institutional practices, so that these contracts are not only historically relevant, but also contribute significantly to the development of Islamic economics in the modern era.

Discussion

In the study of fiqh muamalah, there are four important contracts that have a significant role in regulating the social and economic relations of the community, namely Ijarah, 'Ariyah, Hiwalah, and Qard. Each has different characteristics, goals, and normative values but complements each other in building a fair and ethical Islamic economic system. Ijarah is terminologically interpreted as an agreement to transfer the benefits of a good or service in return without transferring ownership of the goods. This contract is commercial in nature and is widely applied in the practice of renting houses, vehicles, and professional work contracts. The legal basis is found in Surah At-Thalaq verse 6 and the hadith of the Prophet which emphasizes the importance of giving wages to workers fairly. In the modern context, ijarah is the basis for the development of financial products such as Ijarah Muntahiyah Bittamlik in Islamic banks (Mukhlis, 2024).

In contrast, 'Ariyah is a contract for the loan of goods without remuneration, where the borrowed goods remain the property of the lender and must be returned after use. This contract is social and reflects the value of helping (ta'awun) in people's lives. The basis of the law can be found in Surah Al-Ma'idah verse 2 which encourages Muslims to help each other in goodness. In practice, 'ariyah is often done in daily life, such as lending household appliances, vehicles, or business tools without compensation. Although simple, this practice has high economic and spiritual value because it strengthens social solidarity (Journal, Jannati, & Fasiri, 2021).

Meanwhile, Hiwalah is a contract to transfer debt from one party to another who is willing to bear or pay it off. This agreement shows Islamic flexibility in regulating the financial system and debt liabilities. In the modern context, it has similarities with the bill transfer mechanism or invoice financing in financial institutions. Despite the potential to be developed in the modern Islamic financial system, public understanding of hiwalah is still limited so its use is rarely found at the level of the general public (Ipandang, 2020).

Qard is a voluntary loan contract in which the lender hands over a certain amount of property or money to the borrower with the obligation to return it without any additions. This contract is known as Qard al-Hasan which emphasizes the elements of kindness and social empathy. The basis is found in Surah Al-Baqarah verse 245 which describes lending to Allah as a charitable deed. In the practice of Islamic financial institutions, qard is often used for emergency needs or interest-free social assistance, although it is sometimes subject to administrative fees.

The four contracts reflect the balance between economic and social aspects in Islamic muamalah fiqh. Ijarah and Hiwalah tend to be oriented towards productive economic transactions, while 'Ariyah and Qard emphasize the social aspects and the benefit of the ummah. The integration between the four shows that the Islamic economic system does not only focus on material gains, but also prioritizes justice, solidarity, and blessings in every transaction.

The results of the study show that the practice of muamalah contracts in Indonesia, especially ijarah, 'ariyah, hiwalah, and qard, still faces serious challenges in terms of conformity between fiqh norms and social and institutional practices. On the one hand,

classical fiqh literature has provided a detailed normative explanation of the terms, harmony, and implications of each contract. However, on the other hand, the implementation in the community is not fully in line with these provisions, especially due to low sharia literacy. This difference between normative understanding and empirical practice shows that there is an epistemological and practical distance that needs to be bridged.

Norms vs Practices

In fiqh, ijarah contracts are defined as lease-lease transactions, different in principle from buying and selling. However, field findings show that some people still equate ijarah with buying and selling goods. This shows that there is a misperception that is rooted in a lack of understanding of the difference between a benefit exchange contract (ijarah) and an exchange of ownership (buying and selling). Similarly, the qard contract normatively only requires the return of the principal of the loan, but in practice it is often accompanied by administrative costs that are prone to give the impression of usury. This strengthens the argument that although normative fiqh principles are well established, their practical implementation still faces deviations or at least a shift in meaning (Haris & Hakim, 2025).

Sharia Literacy

The results of the study also show that Islamic financial institutions relatively better understand and implement the muamalah contracts in accordance with the provisions of fiqh, although there are still limitations in product innovation. On the other hand, the general public still has low understanding. For example, the practice of 'ariyah that is very dominant in the social life of the community is often considered as a mere social habit, without realizing it as a muamalah contract that has a basis in sharia law. This proves that sharia literacy has not yet become a collective consciousness, so its contribution to Islamic economic development is still limited (Hartono, Ikrom, Mardhatillah, Hasanah, & Dzikrullah, 2025).

Social vs. Institutional Dominance

The study also found differences in the dominance of the implementation of contracts in the social and institutional realms. Akad 'ariyah and qard are more dominant found at the social level, as a form of a culture of help-help and solidarity of the community. Meanwhile, ijarah and hiwalah contracts are more widely applied in the institutional scope, especially Islamic financial institutions such as banks, BMT, or KJKS. This distribution shows that the muamalah contract is not only a normative legal phenomenon, but also a social phenomenon that is lived in different contexts. In other words, the implementation of muamalah contracts in Indonesia runs in two major streams: solidarity-based social and formal regulation-based institutions.

Potential for Development

Among the four contracts studied, hiwalah has the greatest potential to be developed as a modern financial instrument. The concept of receivables transfer or debt transfer is very relevant to the digital payment system and the need for cross-party transactions. In the context of conventional finance, this function is comparable to the debt transfer mechanism or bill of exchange which has proven to be important in smoothing business activities.

Unfortunately, hiwalah is not yet popular in the community and there is still a lack of product innovation in Islamic financial institutions. This condition confirms the existence of a research gap that can be used as a foothold in the development of innovative products based on fiqh muamalah, as well as expanding the role of sharia in contemporary economic dynamics.

Overall, this discussion shows that the practice of muamalah contracts in Indonesia runs dynamically with a double face: on the one hand there are simple and habit-based social practices, on the other hand there are formal practices regulated by financial institutions. Both are equally relevant, but both also face challenges. The main challenges are the low level of sharia literacy at the community level and the limitations of product innovation at the institutional level. Therefore, the strategic step needed is to build a bridge between fiqh norms and field practice through socialization, education, clear regulations, and innovation of Islamic financial products that are adaptive to modern needs. Thus, the classical muamalah contracts are not only a legacy of Islamic law, but also a real instrument in strengthening the sharia economy in Indonesia.

4. CONCLUSION

This study concludes that there is a real gap between the norms of fiqh muamalah as formulated by classical scholars and field practice in Indonesia. The four contracts studied ijarah, 'ariyah, hiwalah, and qard have basically lived in society, both in social and institutional forms, but their implementation is often not fully in accordance with normative principles. The ijarah contract has been relatively successful in developing Islamic financial institutions, although people still often equate ijarah with buying and selling. Akad 'ariyah has proven to be strong in the social realm as a form of solidarity, but it is less realized as part of the fiqh of muamalah. Akad hiwalah has great potential to support modern financial transactions, but its application is still very limited due to low understanding and lack of product innovation. Meanwhile, qard contracts remain popular both in the community and financial institutions, but they are prone to misunderstanding or even accompanied by additional costs that have the potential to deviate from the normative concept. These findings reveal two important things. First, the sharia literacy of the community is still low, so many muamalah practices are not recognized as part of Islamic law. Second, institutional innovation is still limited, especially in hiwalah contracts which actually have a great opportunity to be developed in the era of financial digitalization. Therefore, a more adaptive strategy of education, socialization, and development of sharia-based products is needed so that muamalah contracts not only survive as a normative legacy, but also function as a real instrument in strengthening the Islamic economy in Indonesia.

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