

Legal Analysis of *Sharia* Economics on Labor Wages (*Ujrah*) in Law No. 6 of 2023 on Job Creation Following Constitutional Court Decision No. 168/PUU-XXI/2023 from the Perspective of *Maqashid Al-Syariah*

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Abstract. Law Number 6 of 2023 concerning the Stipulation of Government Regulation in Lieu of Law Number 2 of 2022 concerning Job Creation into law is an important milestone in the dynamics of labor law in Indonesia. The wage regulations in this law have sparked academic debate, particularly following Constitutional Court Decision Number 168/PUU-XXI/2023, which reaffirmed the constitutional position of workers in obtaining fair protection. A study of Islamic economic law on these wage (*Ujrah*) regulations is urgent, given that the principle of *Maqashid Al-Syariah* emphasizes protection of life, intellect, religion, lineage, and property. In the context of labor, the aspects of property protection and distributive justice are relevant as benchmarks for the validity of legal norms. This study uses a juridical-normative approach by examining regulations, court decisions, and Islamic legal literature. The results of the analysis show that the wage regulation in Law No. 6 of 2023 still faces challenges in realizing the principle of distributive justice, because the wage formula tends to favor investment interests (oligarchy). From the perspective of *Maqashid Al-Syariah*, wage policy should be directed at ensuring the welfare of workers, preventing exploitation, and realizing a fair distribution of income. Thus, the urgency of harmonizing positive law and the principles of sharia justice is necessary so that labor regulations can function as instruments of protection and empowerment. Pancasila wages are a solution to the wage system implemented by the government because they fulfill the principles of justice and welfare.

Keywords: *Sharia* Economic Law, Wages, *Maqashid Al-Syariah*.

1. Introduction

Wages are a very important element in labor relations, as they directly affect the welfare of workers and contribute to the sustainability of the business world. Within the framework of labor law in Indonesia, regulations on wages are stipulated in various laws and regulations, including the Job Creation Law. In the context of labor law in Indonesia, Law No. 6 of 2023 concerning Job Creation has been in the spotlight since it was enacted. This law aims to create a conducive investment climate and accelerate economic growth by implementing various regulatory reforms (Putra, 2020). However, its presence has not been without controversy, especially regarding the issues of wages and the protection of workers' rights (Sambon, 2020).

The administration of President Joko Widodo has taken the initiative to make a breakthrough in streamlining regulatory issues, with the aim of increasing investment and economic growth in Indonesia so that it can compete with other nations. The investment climate is difficult to develop when there are too many overlapping regulations from the central to regional levels, and lengthy licensing procedures are a source of unresolved problems. Seeing this, President Jokowi made a breakthrough by using omnibus law. Basically, omnibus law is a form of legislation that regulates various complex subjects, which are then combined into a single legal framework (Muqsyith, 2020).

The omnibus law takes over existing regulations so that they can be improved and refined. The concept of the omnibus law focuses on simplifying the number of regulations, as it revises and repeals several laws at once. This concept is considered an appropriate breakthrough to resolve the legal chaos in Indonesia (Nurhaedah et al., 2023). The government will draft three major laws using the omnibus law legislation method, one of which is the Job Creation Law.

The Job Creation Law will contain numerous amendments and deletions to several articles in Law No. 13 of 2003 on Manpower. The 11 clusters of the Job Creation Law include: simplification of licensing, investment requirements, manpower, facilitating the empowerment and protection of MSMEs and cooperatives, ease of doing business, support for research and innovation, government administration, enforcement of sanctions, land acquisition for the conversion of agricultural land for defense and other related issues, investment and national strategic projects, and finally economic zones (Dewinagara et al., 2022).

Since the draft of the Job Creation Law was circulated to the public, it has received mixed responses from the community. Community groups that have a basic understanding of the law have begun to read and analyze the contents of the draft. Many members of the community agree with and support the government's initiative. The response of rejection from a number of

communities took the form of demonstrations carried out by students and labor groups in large numbers. They held demonstrations to voice their aspirations in rejecting the Job Creation Law. Representatives from various cities took turns to convey their rejection of the Job Creation Law, which was considered to have many problems. The process of drafting the Job Creation Law can be considered formally flawed when viewed from the perspective of the procedural due process of law. Ditta Dwi, a constitutional law expert, revealed that the drafting of the Job Creation Law did not follow the usual technocratic regulatory drafting procedures, thus potentially rendering it formally flawed.

The drafting of the Job Creation Law also did not follow the code of ethics for drafting, starting from the design stage, which was carried out behind closed doors without involving the public to participate as widely as possible. Instead, it supported the responses of political elites and entrepreneurs. In addition, the substance of the Job Creation Law-Undang Cipta Kerja is considered to prioritize economic logic so that investors can freely invest capital in Indonesia, ignoring the rights of workers, which is considered detrimental to the labor sector. However, the demonstrations carried out by labor unions and academics did not receive any attention from the House of Representatives or the government. Instead, on November 2, 2020, the House of Representatives and the government jointly passed Law No. 11 of 2020 on Job Creation, which is certainly considered to ignore the existing social problems. One of the issues raised by the labor group is the employment cluster, specifically the article related to wages, which is considered to erode many of the rights of workers.

The controversy surrounding the Job Creation Law led the government to repeal the Job Creation Law by enacting Law No. 6 of 2023 on the Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 on Job Creation, and in November 2024, the Constitutional Court partially repealed the Job Creation Law. This is in accordance with the Constitutional Court's Decision Number 168/PUU-XXI/2023. The content of the ruling states that the Constitutional Court has given the legislators two years to draft a new labor law that incorporates the substance of Law No. 13/2003 and Law No. 6/2023.⁹ This fact raises a legal issue known as *Recht Vacum* (legal vacuum) and has legal implications in the form of neglecting the objectives of the law itself, namely: legal certainty, legal justice, legal benefits, and legal protection. In this context, it is important to examine how the provisions regarding wages in the Job Creation Law are in line with the principle of *Maqashid Al-Syariah*, which emphasizes the objectives and values of justice and community welfare (Izzati, 2022).

Maqashid Al-Syariah as a guideline in the formulation of legal policies requires that every decision taken not only considers legality, but also the welfare of society. Therefore, this study will discuss how wage regulations in Law No. 6 of 2023 can be interpreted from the perspective of *Maqashid Al-Syariah*, with the

hope of contributing to more equitable and sustainable legal development in the field of employment in Indonesia (Rahmat, 2024). By understanding the relationship between the law, the Constitutional Court's decision, and the principle of *Maqashid Al-Syariah*, it is hoped that a balanced and fair solution can be found for all parties involved.

The novelty of this study lies in the integration of the principle of *Maqashid Al-Syariah* in determining wage regulations contained in Law No. 6 of 2023 concerning Job Creation, as well as emphasizing the importance of justice and community welfare in the context of labor law in Indonesia. In addition, this document discusses the legal implications of Constitutional Court Decision Number 168/PUU-XXI/2023, which requires the drafting of a new labor law, thereby creating space for substantial reform in the wage system (Effendy & Susilo, 2025). Considering the legal vacuum that has arisen as a result of the partial annulment of the Job Creation Law, this study also highlights the urgency of ensuring that the new wage regulations not only fulfill legal requirements but also provide real protection and benefits for workers, while simultaneously addressing the broader goal of achieving social justice (Salma, 2024).

2. Research Methods

This type of research is legal (normative/doctrinal) research using a statute approach and a comparative approach. Legal research aims to systematically analyze legal documents related to medical malpractice. According to Wiraguna, legal research is to find, explain, examine, analyze, and systematically present facts, principles, concepts, theories, specific laws, and law enforcement institutions in order to discover new knowledge and ideas to be suggested for change or renewal (Wiraguna, 2024).

To clarify the direction of this research, this study uses a statute approach, which is a method that focuses on the examination and analysis of legislation and regulations relevant to the legal issues that are the focus of the research, including legislation, court decisions, and legal doctrines to understand how legal rules, both from the perspective of Islamic law and Indonesian positive law, relate to wages (*Ujrah*) (Noor, 2023). In addition, this study uses a comparative approach, comparing legal systems, laws, or court decisions between one country and another to find similarities and differences. However, in this case, the research will compare Indonesian positive law with Islamic law relating to wages (*Ujrah*). The aim is to gain a deeper understanding of legal issues, obtain an overview of the consistency between philosophy and legislation, and provide solutions or recommendations after the research has been carried out.

This study uses secondary data sources. Secondary data collection techniques in normative legal research include literature studies (searching for relevant books, literature, and documents) and document analysis (studying various laws and

regulations and other documents) to obtain relevant theoretical and legal materials (Disemadi, 2022). Data analysis techniques in normative legal research include descriptive-analytical analysis to describe and evaluate legal materials, interpretive analysis (grammatical, systematic, teleological) to interpret legal texts, and systematic and constructive analysis to classify and construct legal concepts related to wages (*Ujrah*) (Chang, 2024).

Definition of Wages (*Ujrah*) According to Positive Law and Islamic Law

According to Law Number 13 of 2003 concerning Manpower, wages are defined as the rights of workers/laborers that are received and stated in the form of money as compensation from employers or employers to workers/laborers that are determined and paid according to a work agreement, agreement, or legislation, including allowances for workers/laborers and their families for work and/or services that have been or will be performed.

Meanwhile, in Islamic law, *Ujrah* is one of the pillars of the *ijarah* contract. The word *Ujrah* is derived from the root word *ajara-yajuru-ajran*. The word *Ujrah* literally means *al-tsawab* (reward/recompense) (Al-Farabi, 1987) In the book *Lisan al-'Arab*, it is stated that *Ujrah* is synonymous with the words *al-ajru wa al-jaza 'ala 'amal* (wages/reward for an action). The plural form of the word *al-ajru* is *al-ujur* (Ibn Mandzur, n.d.). The words *al-Ujrah* and *al-ajru* have the same meaning, namely *iwadh* (compensation) for an action/service and the use of an item.

In terms of Sharia terminology, both classical and contemporary *fiqh* scholars have formulated various definitions of *Ujrah* in terms of wording, but with the same substance. Among the definitions of *Ujrah* put forward by *fiqh* experts are the following:

1. In the book *al-Hidayah*, Abu al-Hasan Burhan al-Din from the Hanafi school of thought defines *Ujrah* as follows: (Ahmad, 1979)

فالاجرة: هي ثمن المنفعة وهي كل ما يصح ان يكون ثمنا

"*Ujrah* is the price of a benefit (for goods in a lease agreement); it is anything that can be validly used as a price (in a sale and purchase agreement)."

2. *Al-Dasuqi* from the *Maliki* school of thought in the book *al-Syarh al-Kabir* defines *Ujrah* as follows: (Ahmad, nd)

قَوْلُهُ: وَالْأَجْرُ (هُوَ الْعَوَضُ الَّذِي يَدْفَعُهُ الْمُسْتَأْجِرُ لِلْمُؤَجَّرِ فِي مُقَابَلَةِ الْمَنْفَعَةِ الَّتِي يَأْخُذُهَا مِنْهُ

"*Ujrah* is compensation paid by the lessee to the lessor as a form of compensation for the benefit (of a good/service) that he takes."

3. *Al-Mawardi* from the *Shafi'i* school of thought defines *Ujrah* as

follows:(Farabi, 1987)

وَأَمَّا الْأُجْرَةُ فَهِيَ الْعَوَضُ الَّذِي فِي مُقَابَلَةِ الْمَنْفَعَةِ كَالثَّمَنِ فِي مُقَابَلَةِ الْمَبِيعِ

"Compensation/payment in lieu of the use of a benefit; just as the price is compensation for an item in a sale and purchase agreement."

In addition to the classical *fiqh* scholars from various schools of thought as described above, contemporary scholars also provide various definitions of *Ujrah*, including the following:

1. Abu Umar Dibyan Ibn Muhammad al-Dubyan, in his book *al-Mu'amalat al-Maliyyah Ashalah wa Mu'ashirah*, defines *Ujrah* as follows: (Al-Dubyan, nd)

"الأجرة: هي العوض الذي يعطى مقابل منفعة الأعيان، أو منفعة الآدمي"

"Compensation/payment given as a form of compensation for the benefit of an item or the benefit of a service."

2. Fuad Muhammad al-Kubaisyi, in his book *al-Ijarah al-'Ayan Fi al-Syari'ah wa al-Qanun*, defines *Ujrah* as follows: (Al-Kubaisyi, 2012)

المال الذي يلتزم به المستاجر مقابل الانتفاع بالماجور او هي ثمن الانتفاع بالماجور

"The money given by the lessee to the lessor as compensation for the benefit of the leased goods or it is the price for the benefit of the leased goods."

Based on the explanations of scholars, both classical and contemporary jurists, regarding the definition of *Ujrah*, it can be concluded that *Ujrah* is *iwadh* (compensation/comparison) that must be paid by the *musta'jir* (tenant) to the *mu'jir* (landlord) for a benefit that they use, whether it be a benefit from an item or a service, which is similar to the price in a sale and purchase agreement. When compared to the concept of exchange (sale and purchase), the position of benefit (*ba'i* on goods/services) is *mutaman* (in a sale and purchase contract), while the position of *Ujrah* is as a price (*tsaman*) in a sale and purchase contract.

Requirements for *Ujrah*

The jurists have formulated several conditions regarding *Ujrah*, including: (1) *Ujrah* must be *mal mutaqawwam* (an object that has value according to sharia); (2) *Ujrah* must be *ma'lum* (known); and (3) *Ujrah* must be possible to deliver. The following is a description of the three conditions of *Ujrah*.

1. *Ujrah* Must Be *Mal mutaqawwam* (Objects of Value According to Sharia)

The scholars agree that *Ujrah* must be property that has value according to sharia (*mal mutaqawwam*). As has been explained, the position of *Ujrah* is the same as that of *tsaman* in a sale and purchase contract. Therefore, *Ujrah* must be

something that is permitted according to sharia and not something that is prohibited/haram. The scholars have formulated a *fiqh* rule in this regard, which states that: (Al-Husain, n.d)

ما صح ثمننا صحّ اجرة

"Something that is valid as *tsaman* (price) in a sale and purchase contract is also permissible as *Ujrah*."

Ibn Qudamah also expressed a similar opinion as follows: (Qudamah, n.d)

وَكُلُّ مَا جَارَ ثَمَنًا فِي الْبَيْعِ، جَارَ عَوَضًا فِي الْإِجَارَةِ؛ لِأَنَّهُ عَقْدُ مُعَاوَضَةٍ أَشَبَّهُ الْبَيْعَ.

"Everything that can be used as *tsaman* (price) in a sale contract can also be used as *iwadh* (substitute/payment) in an *ijarah* contract, because it is a *mu'awadhah*/exchange contract similar to a sale and purchase contract."

The legal basis for this is the saying of the Messenger of Allah, peace be upon him, which comes from his companion *Ibn Mas'ud*, may Allah be pleased with him: (Al-Bukhari, 2008)

عَنْ أَبِي مَسْعُودٍ الْأَنْصَارِيِّ رَضِيَ اللَّهُ عَنْهُ: «أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنْ تَمَنِ الْكَلْبِ، وَمَهْرِ الْبَيْعِيِّ، وَحُلُوانِ الْكَاهِنِ» (رواه البخاري)

"Verily, the Messenger of Allah (peace be upon him) forbade the price of buying and selling dogs, the dowry of prostitution, and the fee of fortune-telling." (H.R. Bukhari).

2. In Islamic law, the position of *Ujrah* in the *ijarah* contract is the same as *tsaman* (price/payment) in a sale and purchase contract, the jurists permit *Ujrah* to be in the form of money (*nuqud*) or goods (*urudh*) that are permissible to be used as objects in a sale and e *Ma'lum* (Known)

In addition to purchase contract.

3. *Ujrah* Must B

Ujrah being property that has value according to sharia (*mal mutaqawwam*), the scholars agree that *Ujrah* must be known (*ma'lum*) by the parties to the contract. As explained above, the position of *Ujrah* is the same as that of *tsaman* in a bai' (sale and purchase) contract. Thus, because their positions are the same (they are part of *ma'qud 'alaih*), *Ujrah* must be free from *gharar*, so that *Ujrah* must be known by the parties (*mu'jir* and *musta'jir*).

The requirement that it must be known (*ma'lum*) by the parties is based on the hadith of the Prophet Muhammad, who said: (Al-'Abbasi, n.d.)

حَدَّثَنَا أَبُو بَكْرِ قَالَ: حَدَّثَنَا وَكِيعٌ، عَنْ سُفْيَانَ، عَنْ حَمَّادٍ، عَنْ إِبْرَاهِيمَ، عَنْ أَبِي هُرَيْرَةَ، وَأَبِي سَعِيدٍ، قَالَا :

مَنْ اسْتَأْجَرَ أَجِيرًا، فَلْيُعْلِمْهُ أَجْرَهُ» (رواه أبي شيبه)

"Abu Bakar told us, he said: Waki' told us, from Sufyan, from Hammad, from Ibrahim, from Abu Hurairah and Abu Sa'id, both of whom said: "Whoever employs a worker, let him inform him of his wages." (H.R. Abi Shaibah)

In another narration of the hadith, it is reported that: (Al-Shan'ani, n.d.).

عَنْ أَبِي سَعِيدٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: «مَنْ اسْتَأْجَرَ أَجِيرًا فَلْيُسِّمْ لَهُ إِجَارَتَهُ» (رواه عبد الرزاق)

"From Abu Sa'id, may Allah be pleased with him, that the Messenger of Allah, peace be upon him, said: Whoever employs a worker, let him inform him of his wages." (H.R. Abd Razaq).

The Prophet Muhammad (peace be upon him) further emphasized in his hadith that:

حَدَّثَنَا أَبُو كَامِلٍ، حَدَّثَنَا حَمَّادٌ، عَنْ حَمَّادٍ، عَنْ إِبْرَاهِيمَ، عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ "أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَى عَنْ اسْتِئْجَارِ الْأَجِيرِ حَتَّى يُبَيَّنَ لَهُ أَجْرُ" (رواه احمد)

"Telah menceritakan kepada kami Kamil, telah menceritakan kepada kami Hammad dari Ibrahim dari Abi Sa'id al-Khudri, bahwasannya Nabi Saw melarang mempekerjakan pekerja sampai diberitahukan upahnya". (H.R. Ahmad).

In addition to relying on the hadiths of the Prophet (peace be upon him) which prohibit ambiguity in wages, which could potentially lead to disputes between the parties (*niza'*) in the future, the scholars also rely on *kejerlaaan* (analogy) that the position of *Ujrah* is the same as *tsaman* in a sale and purchase contract, in which it is required that the *tsaman* be known to the parties so that there is no *gharar*. Knowledge of the *Ujrah* is a condition for the validity of the *ijarah* contract (Al-Husain, n.d.).

According to Wahbah al-Zuhaili, there are at least three ways to determine or inform the amount of *Ujrah* and the terms of payment, namely: first, *al-isyyarah*, because contracts in *fiqh* can be made by gesture as long as the parties understand the gestures conveyed by each party; second, *al-ta'yin* (determination), where the amount of *Ujrah* and the terms and conditions of payment are determined through deliberation (negotiation) to reach an agreement; and third, *al-bayan* (explanation), which is an explanation from one of the parties (either the lessor or the lessee or the lessor) that is approved or agreed upon by the listener or conversation partner (Al-Zuhaili, 2012).

4. *Ujrah* Can Be Transferred

Ujrah in an *ijarah* contract can be in the form of money (*nuqud*), goods (*'urudh*) or exchange of benefits (*muqabil manfa'ah ukhra*). If the *Ujrah* is in the form of money, it is not required to be handed over at the time of the contract, because

money can be in the form of a liability (*dzimmah*) since the scholars have agreed that it is permissible to delay payment of the *Ujrah* if it is in the form of money as long as it is agreed upon by the parties entering into the *ijarah* contract (*ajir* and *musta'jir* or *mu'jir*). However, if the *Ujrah* is in the form of an exchange of benefits, then it must be handed over at the time of the contract.

If the *Ujrah* is in the form of goods (*'urudh*), then it follows the sale and purchase contract. There is a difference between *'urudh mitsliyyat* (goods that have equivalents on the market) and *'urudh qimiyyah* (goods that do not have equivalents on the market, so the law of value applies to these goods). If the *Ujrah* is in the form of *'urudh mitsliyyat*, delivery at the time of the contract is not required because it can be stipulated in the liability, and *ta'yin* (determination) is not required, but the *mitsliyyat* element must be fulfilled. It is sufficient to have knowledge of *'urudh mitsliyyat* with an explanation of its type, variety, and quantity. As for *Ujrah* in the form of *urudh qimiyyah*, it is required to be delivered at the time of the contract, because it is analogous to a sale and purchase contract, as *Ujrah* is positioned as *tsaman* in a sale and purchase contract.

The scholars agree that *mabi'* in a sale and purchase contract must be deliverable at the time of the contract. Thus, it is not permissible to sell lost property, birds in the air, fish in the water, or stolen goods, because these cannot be delivered at the time of the contract. The evidence for the requirement that the subject matter must be deliverable at the time of the contract is narrated from the Companion Abu Hurairah as follows: (Muslim, n.d)

عَنْ أَبِي هُرَيْرَةَ، قَالَ: «نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ الْخَصَاةِ، وَعَنْ بَيْعِ الْغَرَرِ» (رواه مسلم)

"The Messenger of Allah (peace and blessings be upon him) forbade the sale of *hasha'* (selling by throwing pebbles) and the sale of *gharar*." (H.R. Muslim).

The inability to deliver goods at the time of the contract is a form of *gharar* transaction that is prohibited by the Messenger of Allah, peace and blessings be upon him, as mentioned in the hadith narrated by Imam Muslim above. In another narration, it is mentioned that: (Al-'Abbasi, n.d).

حَدَّثَنَا أَبُو بَكْرِ قَالَ: حَدَّثَنَا ابْنُ الْمُبَارَكِ، عَنْ يَحْيَى بْنِ بَشِيرٍ، أَنَّهُ سَمِعَ عِكْرَمَةَ، يَقُولُ: «لَا يُشْتَرَى الْغَرَرُ مِنَ الدَّابَّةِ الضَّالَّةِ، وَلَا الْعَبْدِ الْإِبْقَى، فَإِنَّكَ لَا تَدْرِي لَعَلَّكَ لَا تَجِدُهُمَا أَبَدًا، وَيُؤْكَلُ رَأْسُ مَالِكَ بَاطِلًا» (رواه ابن أبي شيبة)

"Abu Bakr told us, he said: Ibn Mubarak told us from Yahya Ibn Bisyr that he heard Ikrimah say: "Do not make a *gharar* sale contract such as a lost animal or a runaway slave, for you will not know whether you will ever find them, and that is consuming wealth unjustly."

5. Payment of *Ujrah*

The time of payment of *Ujrah* (similar to the time of payment of the price/*tsaman* in a sale contract) is almost identical to the method of payment. In *fiqh* literature, the initial payment of *Ujrah* can be made in cash (*naqd* or *hal*) and deferred (*ta'jil*/*mu'ajjal*). Meanwhile, in contemporary *fiqh* literature, there is also a method of paying the price or *Ujrah* in installments (*al-taqsih*). This third method is very well known in the payment of prices in sales contracts, so much so that a number of books have been written with the title *al-bai' bi al-taqsih* (sales by installments [where the price is paid in stages]). Hanafi and Maliki scholars argue that the time of payment of *Ujrah* can be done for one of the following three reasons: (Mubarok & Hasanudin, 2017)

a. It is agreed in the *ijarah* contract or agreement that the *Ujrah* must be paid in cash (*naqd* or *hal*). The argument used as evidence is the hadith narrated by Imam Bukhari as follows: (Bukhari, n.d.)

وَقَالَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «الْمُسْلِمُونَ عِنْدَ شُرُوطِهِمْ» (رواه البخاري)

"Muslims are bound by the terms they agree upon." (H.R. Bukhari).

b. The willingness (*kejerlaaan*) of the *musta'jir* to pay the *Ujrah* in cash is because, in principle, the *musta'jir* has the right to pay the *Ujrah* in installments. The argument is based on analogy (*kejerlaaan*) in the *bai'* (sale and purchase) contract, namely the permissibility of paying the price (*tsaman*) in a sale and purchase contract in cash (*naqd* or *ta'jil*).

c. The lessee begins to use the property gradually, or the lessor gives the lessee the right to use it, one of the indicators of which is that the lessee has taken possession of or control of the keys (for example, for the rental of a house or vehicle).

In addition to these three reasons, basically the *mu'jir* and *musta'jir* may agree that the *Ujrah* is not obligatory to be paid, except when the lease period has ended (completion of the use of *mahal al-manfa'ah*). The argument is analogous to the permissibility of deferred payment in a sale and purchase agreement. If the time and/or method of payment of *Ujrah* is not part of the agreement, scholars differ in their opinions as follows: (Khahif, 2008)

a. Abu Hanifah (in his old opinion), which is also the opinion of *Zufar*, argues that *Ujrah* is not obligatory to pay, except after the lease period has ended.

b. Abu Hanifah (*in qaul jadid*), which is also the opinion of Abu Yusuf and Muhammad al Syaibani, states that *Ujrah* must be paid in cash after the benefits are received (either daily/weekly/monthly as agreed or *istihsan*).

c. The Shafi'i and Hanbali scholars are of the opinion that *Ujrah* must be paid in

cash at the time of the contract (*majlis akad*) if the *ijarah* contract is an *ijarah fi al-dzimmah* contract.

The time of payment of *Ujrah* (when *Ujrah* must be paid by the *musta'jir* to the *mu'jir*) is, in principle, in accordance with the agreement, whether *Ujrah* is agreed to be paid at the time of the contract (in cash [hal] at the contract meeting), at the time the *ijarah* is completed (deferred [*ta'jil*]), or in installments (*taqsith*). If the time of payment of the *Ujrah* is not found in the contract (not part of the agreement), the scholars differ. Zufar argues that the *Ujrah* must be paid at the end of the lease period, while Abu Yusuf and Muhammad al-Shaibani argue that the *Ujrah* must be paid after the benefit is received by the *musta'jir* (in stages according to custom). It seems that the relevant opinion for the current situation is that of Abu Yusuf and Muhammad al-Syaibani. Specifically for *ijarah fi al-dzimmah*, *Ujrah* must be paid in cash at the time of the contract in the view of the *Shafi'i* and *Hanbali* scholars (Hasanudin et al., 2023).

6. The Right to Receive *Ujrah*

According to Sayyid Sabiq, the rental fee may be received under the following conditions: (Sabiq, 1977)

a. The work has been completed.

عَنْ عَبْدِ اللَّهِ بْنِ عُمَرَ، قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «أَعْطُوا الْأَجِيرَ أَجْرَهُ، قَبْلَ أَنْ يَجِفَّ عَرَقُهُ» (رواه ابن ماجه)

"Give the worker his wages before his sweat dries" (H.R Ibn Majah)

b. There is a benefit if the *ijarah* contract is in the form of goods. If there is damage to the goods before they are used and there is still no time interval, the rental contract becomes void.

c. There is a possibility of obtaining benefits. If the lease period is valid, there is a possibility of obtaining benefits during that period even if it is not fully fulfilled.

d. Accelerating the payment of rent or compensation. Or in accordance with the agreement of both parties regarding the deferral of payment.

7. Reasons for the Obligation to Pay *Ujrah*

This section specifically discusses the reasons why the *musta'jir* is obliged to pay *Ujrah* to the *mu'jir* in an *ijarah* contract for goods (*ijarah 'ala al-a'yan*), not *ijarah* for human services (*ijarah 'ala al'amal* or *ijarah 'ala al-asykhash*). The opinions of scholars regarding the reasons for the obligation to pay are as follows: (Hasanudin et al., 2023)

a. Hanafi and Maliki scholars argue that the *musta'jir* (lessee) is obligated to pay *Ujrah* (rent) to the *mu'jir* (lessor) in an *ijarah* contract for goods because they

receive benefit from the high value of the object. This shows that *Ujrah* and benefit are reciprocal equivalents. In practice, the lessee is not yet obliged to pay *Ujrah* if he has not lived in the rented house (under an *ijarah* contract) for two months beforehand (for example). For Hanafi and Maliki scholars, the cause of the obligation to pay *Ujrah* is the *ijarah* contract and the cumulative (not alternative) receipt of benefits.

b. The Shafi'i and Hanbali scholars argue that the *musta'jir* is obliged to pay *Ujrah* to the *mu'jir* because of the *ijarah* contract he has made. Therefore, the tenant is already obligated to pay *Ujrah* for the rented boarding house even if he has not or does not use it as a place of residence for three months after the *ijarah* contract was made. Thus, for the Shafi'i and Hanbali scholars, the cause of the obligation to pay *Ujrah* is the *ijarah* contract (the agreement). Whether or not the benefits have been received does not affect the obligation to pay *Ujrah*.

8. *Ujrah* Derived from the Work of the *Ajir*

There are differences of opinion among scholars regarding *Ujrah* derived from the work of the *ajir*. There are at least two opinions on this matter, namely:

a. Scholars from the Shafi'i school of thought argue that it is not permissible to take *Ujrah* for *ajir* from the results of his work: a) It is not permissible to give *Ujrah* in the form of a portion of what the *ajir* has harvested. b) It is not valid to give *Ujrah* in the form of several pieces of wood to an *ajir* who has made an *ijarah* contract to cut down trees in a garden. c) It is not valid to give *Ujrah* in the form of a portion of grain to an *ajir* who has entered into an *ijarah* contract to move grain from the field to the owner's house.

The opinion of the Shafi'i scholars above is supported by at least two arguments. First, the requirement that the *mu'jir* must be able to pay the wage to the *ajir* at the time of the contract is not fulfilled. Second, the hadith of the Prophet Muhammad (peace be upon him) prohibits the payment of wages in the form of *qafiz* that has been ground by a farmhand whose *ijarah* contract is to grind the *qafiz* in question (wages are prohibited in the form of objects that are the result of the farmhand's work). The explanation of this hadith was narrated by Imam al-Daruquthni as follows: (Al-Daruquthni, 2004)

عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ، قَالَ: «نَهَى عَنْ عَسِيبِ الْفَحْلِ. رَأَى عَبْدُ اللَّهِ: وَعَنْ قَفِيزِ الطَّحَّانِ (رواه الدارقطني)

"From *Abu Sa'id r.a.*, he said: The Prophet Muhammad forbade (the sale of) stallion semen; and forbade the sale of flour." (H.R Daruquthni).

The meaning of the above hadith is that it is forbidden to give wages that come from the work of an amil. In relation to this, the scholars of the Hanafi school of thought made the following rule:

«المقررة عند الحنفية في هذا الشأن هي»: تعيين الأجر مما يعمل فيه الأجير مفسد للعقد.

"Providing wages in the form of benefits from part of the work performed by the employee invalidates the contract."

b. Scholars from the *Malikiyyah* and *Habailah* schools of thought permit the giving of *Ujrah* in the form of a portion of the benefits obtained by the *ajir*, provided that the amount is clearly measurable, whether by measure, weight, or quantity. An example of this is the custom among farmers in rural areas, where *ajirs* who dry crops belonging to others receive *Ujrah* from the rice they dry.

The opinion of the *Malikiyyah* and *Hanabilah* scholars regarding the hadith used as an argument by the *Shafi'iyyah* scholars is that the hadith is not authentic and therefore cannot be used as a legal argument or evidence. The discussion regarding the form of *Ujrah* (which comes from the work of the *ajir*) indicates that *Ujrah* in an *ijarah* contract consists of three types, including: (1) *Ujrah* in the form of money (*ijarah muthalaqah* contract, as opposed to a *muthalaqah* sale and purchase contract (exchange of goods for money)); (2) *Ujrah* in the form of goods; and (3) *Ujrah* in the form of money plus goods (combination).

Arguments Regarding Wages

To analyze wages in Islamic law, the first thing that needs to be known is the evidence related to wages based on the text. In the Quran, Allah SWT says:

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ (26)

One of the two women said, "O my father, hire him, for indeed, the best person you can hire is one who is strong and trustworthy." (Q.S al-Qashahs [28]: 26).

In his tafsir al-Munir, *Wahbah az-Zuhaili* explains that this verse is evidence of the permissibility of *ijarah* (hiring services/goods) and contains the wisdom that in choosing workers, two main characteristics should be considered: *al-qawiy* (strong) and *al-amin* (trustworthy). Strength indicates the ability to complete work, while trustworthiness indicates integrity in carrying out tasks. He added that this verse is evidence of the permissibility of *ijarah* (service rental) and the importance of selecting workers based on the right qualifications. (Az-Zuhaili, n.d.)

عَنْ عَبْدِ اللَّهِ بْنِ عُمَرَ، قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: «أَعْطُوا الْأَجِيرَ أَجْرَهُ، قَبْلَ أَنْ يَجِفَّ عَرَقُهُ» (رواه ابن ماجه)

From Ibn Umar, he said, the Messenger of Allah (*peace be upon him*) said: "Give the employee his wages before his sweat dries." (H.R. Ibn Majah).

This hadith contains a command to immediately fulfill the rights of workers who have completed their responsibilities. That is, to pay their wages according to the

agreed price, without reducing their rights in the slightest, and without delaying payment. The Prophet's words "before their sweat dries" are a metaphor meaning to hasten the payment of their wages or salaries. Therefore, it is forbidden to withhold workers' salaries and wages without reason. Such an act is a form of injustice. It is as if he has exploited the labor of others without giving them compensation. Or as if he has enslaved them. And that is an act of injustice. (Jawas, 2021)

Let no one withhold the wages of their workers. For that is part of a major sin. Abdullah Ibn Umar narrated that the Messenger of Allah (peace be upon him) said:

عَنْ ابْنِ عُمَرَ رَضِيَ اللَّهُ عَنْهُمَا، أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: «إِنَّ أَكْبَرَ الذُّنُوبِ عِنْدَ اللَّهِ رَجُلٌ تَزَوَّجَ امْرَأَةً، فَلَمَّا قَضَى حَاجَتَهُ مِنْهَا، طَلَّقَهَا، وَذَهَبَ بِمَهْرِهَا، وَرَجُلٌ اسْتَعْمَلَ رَجُلًا، فَذَهَبَ بِأَجْرَتِهِ، وَأَخْرَجَ يَقْتُلُ ذَا بَنَةٍ عَبَثًا» (رواه الحاكم)

"Indeed, the heaviest sin in the sight of Allah is the sin of a man who marries a woman, then after he has fulfilled his desire from her, he divorces her and takes her dowry. And someone who has employed another person and then runs away with his wages, while another is a person who kills an animal in vain." (H.R. Al Hakim).

The Principle of Wages in Sharia Economic Law

The *ijarah* contract is part of *fiqh muamalah maliyyah*, which has applicable basic principles. Therefore, considering the sources of Sharia economic law (*fiqh muamalah maliyyah*) from religious texts, both from the Quran and hadith with reasoning, *bayani*, *ta'lili*, and *istishlahi*. The principles of Islamic economic law related to wages or *Ujrah* in *ijarah* contracts can be outlined below:

a. The Principle of Divinity/Tawhid (Ilâhiyyah)

Tawhid is a general principle in Islamic economic law. This principle states that all humans are under the same decree, namely the decree of tawhid as stated in the phrase *lâ ilâha illâ Allâh* (There is no God but Allah). This principle is derived from the words of Allah in *Surah Ali Imran* (3) verse 64. Based on this principle of tauhid, the implementation of Islamic economic law is an act of worship. In the sense that human servitude and submission to Allah is a manifestation of gratitude to Him. Thus, it is not permissible to deify fellow humans and/or other creatures. The implementation of Sharia economic law is worship and human submission to His will. This principle of tawhid also requires and positions the establishment of laws in accordance with what Allah has revealed (*the Qur'an and Sunnah*). Whoever does not judge by Allah's law can be categorized as one of the disbelievers, the wrongdoers, and the wicked (Q.S *al-Maidah* (5): 44, 45, and 47). (Yasardin, 2018)

As it is known that one of the sources of Sharia economic law is revelation, every economic legal activity must be based on divine values. All economic activities, including capital, production, consumption, distribution, marketing, and business transactions, must be related to divine provisions and values and be in harmony with the objectives set by Allah SWT. Thus, this principle reflects that Sharia economic law is a legal rule that integrates divine values into all human economic activities. This is a manifestation of the perfect teachings of Islam, which complement all aspects of human life, including economic activities in the form of wage transactions.

b. The Principle of Justice (*al-'Adâlah*)

Justice is synonymous with *al-mizan* (balance/moderation). The word justice in the Quran is sometimes equated with *al-qisth*. *Al-Mizan*, which means justice in the Quran, is found in Q.S *al-Syura* (42): 17 and *al-Hadith* (57): 25. The term justice generally has connotations of the establishment of law or the wisdom of a king. However, justice in Islamic law covers various aspects. The principle of justice, when interpreted as the principle of moderation, means that Allah's commands are not given because of their essence, because Allah does not benefit from obedience nor does He suffer harm from human sinful deeds. Rather, obedience is only a means to expand behavior and educational methods that can bring goodness to individuals and society.

Justice in the context of the Quran cannot be separated from morality. The realization of justice is, first and foremost, guided by divine revelation. Allah, as the Most Just, commands humans to be fair, both to themselves and to others. Justice is the most fundamental pillar of social interaction. If justice is violated, the pillars of society will be shaken. Furthermore, M. Quraish Shihab interprets justice in the Quran as having at least four meanings: first, equal justice. Second, justice in the sense of balance. Third, justice in the sense of paying attention to individual rights and giving those rights to their owners or putting things in their proper place. Fourth, justice attributed to Allah. (Shihab, 1998)

From this principle of justice, a rule is born which states that Islamic law in practice can be applied according to time and place, namely a rule which states the elasticity of Islamic law and the ease of its implementation as a continuation of the principle of justice. Matters in Islamic law, if they have narrowed, then they become broad; if they have broadened, then they narrow again.

This principle of justice is very fundamental. Therefore, it is important to emphasize and explain this principle in greater depth. Justice is the basis of every agreement made by the parties. Often in modern times, contracts are concluded by one party with another without the other party having the opportunity to negotiate the terms of the contract, because the terms of the contract have been ignored by the other party. It is not impossible that in its implementation, *dharar*

(loss) will arise for the other party who accepts the standard terms because they are driven by necessity. In contemporary Islamic law, it has been accepted that for the sake of justice, the standard terms can be changed by the court if there are reasons for doing so. (Anwar, 2007)

The value of justice is a universal concept that specifically means putting something in its proper place and proportion. This justice can create balance in the economy by eliminating the gap between capital owners and business actors. In Sharia economic law, the principle of justice is understood in the context of the implementation of rights and obligations as a result of various economic activities being carried out fairly and proportionally in accordance with the principle of equality. Therefore, both parties to an agreement have the same and equal standing with each other. The parties in carrying out economic activities have balanced rights and obligations, so that each party can determine their rights and obligations to fulfill the terms of the agreed contract. Thus, the principle of justice here negates injustice in Islamic economic law. (Sadr, 2016)

In an *ijarah* contract between an employer and an employee, there are rights and obligations between the two parties. This agreement is based on the values of justice, which is a fundamental principle in wage contracts. This is implemented in the form of fair wages.

c. The Principle of Trust (*al-Amânah*)

The principle of trust in Islamic economic law means that all Islamic economic activities must be carried out on the basis of mutual trust, honesty, and responsibility. This principle of trust requires the commitment of all parties involved in economic transactions to respect the contracts and agreements that have been agreed upon in business contracts, so that all parties will fulfill their respective obligations (Hasanudin et al., 2023). All aspects related to business contract agreements should be explained transparently. Therefore, this principle of trust is important for business actors to pay attention to because concealing important information related to the object of the contract during a transaction has implications for the contract law and violates the principle of trust in business. The role of this principle of trust in *ijarah* agreements is because these agreements are built on mutual trust.

d. The Principle of Freedom (*al-Huriyyah*)

This principle of freedom is a fundamental principle in Islamic law. Freedom here means independence in general, both individual and communal freedom. This principle of freedom in Islam was born twelve centuries before the United States Constitution (late 18th century) and the French Constitution (six years later). This principle of freedom is not only clearly stated in the Qur'an and Sunnah, but has been implemented since the time of the Prophet Muhammad and continued by

the *Khulafa' al-Rasyidin* until the golden age of the *Abbasid* Caliphate. (Praj, 2000)

The principle of freedom in Islamic law requires that Islam/Islamic law be disseminated not through coercion, but through explanation, demonstration, and argumentation. The freedom that is the principle of Islamic law is freedom in a broad sense that encompasses various types, both individual freedom and communal freedom. Religious diversity in Islam is guaranteed based on the principle of no compulsion in religion (Q.S *al Baqarah* (2): 256; Q.S *al-Kafirun* (109): 5).

This principle of freedom in the context of Sharia economic law means that the parties entering into an agreement have the freedom to make agreements, both in terms of the substance/content of the agreement, determining the implementation and other conditions, entering into agreements with anyone, and the form of the agreement (written or verbal), including determining the means of resolution in the event of a dispute (*nizâ*). This freedom to make agreements is justified as long as it does not conflict with the provisions of Islamic *sharia* (Nawawi, 2012). In other words, Islamic sharia gives everyone who enters into an agreement the freedom to do so as they wish, but it is religious teachings that determine the legal consequences. The aim is to prevent oppression between fellow human beings through agreements and the conditions set forth therein. This principle also avoids all forms of coercion, pressure, and fraud from any party. These actions are part of public order, so if they are violated, they are considered a violation of public regulations and/or morality. The existence of elements of coercion and restriction of freedom for the parties entering into the agreement means that the legality of the agreement can be considered questionable or even invalid (Anwar, 2007).

Freedom in transactions is a basic principle in Islamic economic law. The parties entering into an agreement (business transaction) have complete freedom to make a contract, both in terms of the subject matter of the agreement and the determination of other mutually beneficial terms and conditions, including clauses stipulating the method of dispute resolution. Therefore, this principle of freedom aims to protect the interests of the parties included in the clauses of a business contract from practices of coercion (*ikrâh*) and fraud (*taghrîr*), which could result in *dharar*, or harm to one of the business partners (*Al-Husain, n.d.*).

The principles of freedom (*al-huriyyah*) are based on verses from the Quran and the hadiths of the Prophet Muhammad (peace be upon him). These verses from the Quran include Q.S *al-Baqarah* (2): 256; Q.S *al-Maidah* (5): 1; Q.S *al-Hijr* (15): 29; Q.S *al-Rum* (30): 30; Q.S *al-Tin* (95): 4; and Q.S *al-Ahzab* (33): 72. In the context of *sharia* pawn agreements, the parties are given the freedom to determine the object and conditions of the agreement, as long as it does not violate sharia norms and principles.

This concept of freedom in the Civil Code is called the principle of freedom of contract and the principle of legal certainty (*pasca sunt servanda*). According to this principle, all agreements made legally are valid as laws for those who make them (Article 1338 of the Civil Code). Freedom of contract means that people are free to enter into new agreements outside of the named agreements (*nominat*) regulated in the Civil Code (in Sharia economic law, this is referred to as *al-‘uqûd al-musammah*) and even if the content deviates from the named agreements. Based on the principle of freedom of contract, everyone has the freedom to enter into agreements with any content as long as it does not conflict with applicable laws and regulations, public order, and good morals.

This principle of freedom of contract is a reflection of the open system of contract law. This principle is usually based on Article 1338 paragraph (1) of the Civil Code by some scholars. All agreements made legally are valid as laws for those who make them. The form of implementation in an *ijarah* agreement is freedom in terms of remuneration as long as it does not violate sharia and laws and regulations.

e. The Principle of Equality/Egalitarianism (*al-Musâwah*)

The most obvious principle of equality is found in the Constitution of Medina (*al-shahîfah al-Madînah*), namely the Islamic principle of opposing slavery and the exploitation of humans by humans. This principle of equality is an important part of the development of Islamic law in mobilizing and controlling society, but this does not mean that it does not recognize social stratification like communism (Hardiati et al., 2024). In the context of Sharia economic law, this principle of equality/equity provides the basis that both parties to an agreement have the same position as each other. When determining the rights and obligations of each party, they are based on this principle of equality or equity. The legal basis for this principle is Q.S *al-Hujurat* (49): 13.

The principle of equality or equity is often also referred to as the principle of balance between the parties in an agreement. As with the principle of equality before the law, the positions of the parties in an agreement are balanced (equal). However, in reality, there are situations where one party has a higher position than the other, such as the relationship between the provider of facilities and the recipient of facilities, or the existence of standard contracts that force the other party to take it or leave it. Sharia economic law teaches that standard contracts are only proposals or presentations (*'ardh al-syurûth*) and are not final and binding on the other party (*fardh al-syurûth*). (Hidayat, 2020)

Thus, this principle of equality is quite important in wage transactions, as there needs to be equality between employees, which is manifested in the form of equality. The importance of implementing this principle in *ijarah* contracts, even though the above matters occur in reality, has led to the recognition that there

needs to be provisions to protect the weaker party.

f. The Principle of Permissibility of Transactions (*al-Ibâhah*)

The principle of permissibility in *muamalah* is an important principle in the development of Islamic economic law. As we know, Islamic economic transactions continue to evolve with the times, so this principle provides room for innovation in creating Islamic economic contracts. Therefore, the principle of permissibility (*al-ibâhah*) can be understood to mean that all forms of Islamic economic transactions are permissible as long as there are no prohibitions in the sources of Islamic teachings, both the Qur'an and the hadith. This principle is in line with the popular *fiqh* rule in *muamalah*, namely "*al-Ashlu fî al-Mu'âmalât al-Ibâhah*". (Rusdan, 2022)

This permissibility, in terms of the forms, types, and creativity carried out and developed in the field of Islamic economics, is in harmony and in line with the principles and rules of Sharia that have been agreed upon by the *fuqaha* (Sahrani, 2011). In wage transactions, innovation and development of *ijarah* contract products can be carried out based on this principle as long as the innovation and development of these products do not violate Sharia rules.

g. The Principle of Mutual Assistance (*al-Ta'âwun*)

The principle of mutual assistance or cooperation is in line with the historical traditions of the Indonesian people. Islam teaches this principle in Surah al-Maidah verse 2 and Surah al-Mujadalah verse 9. This principle means helping one another in accordance with the principle of tawhid, especially in increasing goodness and piety. In general, this principle in Islamic law can be applied in the form of working together to formulate and explore Islamic law, either individually or between institutions and/or between countries in the form of *ijtihad* or conferences or intellectual gatherings. This principle of *ta'âwun* (mutual assistance) is the basis for *ijarah* contracts, especially in matters of fair and just wages.

h. The Principle of Tolerance (*al-Tasâmuh*)

The principle of tolerance desired by Islam is tolerance that guarantees that the rights of Islam and its followers are not violated. Strictly speaking, tolerance can only be accepted if it does not harm Islam. *Yasardin* explains that the meaning of this principle of tolerance at the level of applying the provisions of the Quran and hadith is to avoid narrow-mindedness and difficulties, so that no one has any reason or way to abandon the Sharia provisions of Islamic law (Hasan, 2021). The scope of tolerance is not limited to matters of worship, but covers all Islamic legal provisions, including civil law (civil matters), criminal law, judicial decisions, and so on (Karim, 2007). The embodiment of the principle of tolerance in Sharia economic law, specifically in *ijarah* transactions, is manifested in the tolerance of

the parties in carrying out and implementing the terms of the agreement, especially in the payment of wages.

i. The Principle of Convenience (*al-Taysir*)

The principle of convenience means that every transaction in Islamic economic law must be carried out in a manner that provides convenience to each transacting party to exercise their rights and obligations in accordance with the agreement in the business contract. This principle is a continuation of the principle of tolerance above. In other words, legal subjects in transactions should be committed to not making things difficult for other parties. In economic activities, there are sometimes difficulties often faced by transacting parties, such as the difficulty of meeting and transacting face to face. However, meeting in person during transactions is something that has been implied by the Prophet Muhammad (Hidayat, 2014). Therefore, in this case, many *fiqh* scholars argue that in order to eliminate these difficulties, it is permissible for the parties to use telecommunication media such as telephones, the internet, and so on. Thus, the requirement to meet and transact face to face implied in the hadith is fulfilled (Tho'in, 2015)

j. Business Principles (*Tijârî*)

The term for business in Arabic is *tijârî*. Simply put, business can be defined as an activity aimed at making a profit. In Islamic economic law, seeking profit is permissible as long as it does not conflict with the principles of Sharia. This business principle can be implemented in wage-earning activities in the following forms: (1) it must be based on mutual consent between the transacting parties, so that no party feels wronged or disadvantaged; (2) upholding the principle of fairness in the distribution of profits; (3) business activities must not invest in ventures that are prohibited by Sharia, such as those that corrupt the mind and morals; (4) businesses must avoid practices of *gharar* (uncertainty), *tadlîs* (deception), and *maysîr* (gambling); and (5) in business activities, whether debt or otherwise, records (accounting) must be kept (Mudawam, 2000).

Wages (*Ujrah*) of Workers in the Perspective of *Maqashid Al-Shariah*

Etymologically, حَقَرَشْنَا ذِصَاقِي (*Maqâshid al-syarî'ah*) is a combination of two words: ذِصَاقِي (*Maqâshid*) and حَقَرَشْنَا (*al-syarî'ah*). *Maqâshid* is the plural form of مقصد (*maqshad*), ذِصَق (*qasd*), ذِصَقِي (*maqshid*) or ذِصَق (*qushûd*), which is derived from the verb ذِصَقْ ذِصَقْ (*qashada yaqshudu*) with various meanings, such as going in one direction, purpose, middle ground, fair and not exceeding limits, straight path, middle ground between excess and deficiency (Abadi, 1987).

Terminologically, the meaning of *Maqâshid al-syarî'ah* developed from the simplest meaning to a holistic meaning. Among classical scholars before *Al-Syathibi*, there was no concrete and comprehensive definition of *Maqâshid al-*

syari'ah (Al-Zuhayli, 1997). Their definitions tended to follow the linguistic meaning by mentioning synonyms. *Al-Bannani* defined it as legal wisdom, *al-Asnawi* interpreted it as legal objectives, *al-Samarqandi* equated it with legal meanings, while *al-Ghazali*, *al-Amidi*, and *Ibn al-Hajib* defined it as achieving benefits and rejecting harm. These variations in definition indicate the close relationship between *Maqâshid al-syari'ah* and wisdom, 'illat, purpose or intention, and benefit.

Terminologically, several scholars have put forward different definitions of *Maqâshid al-syari'ah*, including the following:

a. Imam al-Ghazali

فَرَاغَتُهُ الْمَقَاصِدُ عِبَارَةٌ حَاوِيَةٌ لِلْإِبْقَاءِ وَدَفْعُ الْقَوَاطِعِ وَالتَّخَصُّيلُ عَلَى سَبِيلِ الْإِبْتِدَاءِ

"*Al-Maqâshid* is safeguarding the intentions and objectives of Sharia law is a fundamental effort to survive, resist destructive factors, and promote prosperity."

b. Imam Al-Syathibi

وَالْمَقَاصِدُ الَّتِي يَنْظَرُ فِيهَا قَسَمَانِ

أَحَدُهُمَا يَرْجِعُ إِلَى قَصْدِ الشَّارِعِ وَالْآخَرُ يَرْجِعُ إِلَى قَصْدِ الْمُكَلَّفِ

"*Al-Maqâshid* is divided into two parts, the first relating to the intention of God as the lawmaker, and the second relating to the intention of the *mukallaf* subject of the law)."

Returning to the intention of the *Shari'a* (Allah) is the benefit for His servants in two places: the world and the hereafter. And returning to the intention of the *mukallaf* (human beings) is when His servants are encouraged to live in benefit in this world and the hereafter. That is, by avoiding the harm that exists in this world. Therefore, there must be an explanation between benefit (*maslahah*) and harm (*mafsadat*).

c. Muhammad Thahir Ibn `Asyur

عرفها الشيخ محمد الطاهر بن عاشور بأنها: المباني والحكم الملحوظة للشارع في جميع أحوال التشريع أو معظمها؛ بحيث لا تختص ملاحظتها بالكون في نوع خاص من أحكام الشريعة، فيدخل في هذا أوصاف الشريعة وغاياتها العامة والمعاني التي لا يخلو التشريع عن ملاحظتها... ويدخل في هذا معان من الحكم ليست ملحوظة في سائر أنواع الأحكام؛ ولكنها ملحوظة في أنواع كثيرة منها

Maqâshid is the structure and wisdom of oversight for the *Shari'a* in all or most cases of legislation, in that its observation is not limited to a specific type of *Shari'a* ruling, but also includes the nature of the ruling and its general objectives and meanings that are not excluded from its observation...Therefore, it also applies to the meaning of the law that there is no oversight of all types of laws,

but rather oversight of most of them.”

d. Alal al-Fasi

‘*Alal al-Fasi*, as quoted by *Nur al-Din Ibn al-Mukhtar*, defines the *Maqâshid al-sharî’ah* as follows:

عرفها الفاسي بقوله: المراد بمقاصد الشريعة الإسلامية: الغاية منها والأسرار التي وضعها الشارع عند كل حكم من أحكامها

What is meant by *Maqâshid al-sharî’ah al-Islâmiyyah* are the objectives and secrets that the Lawgiver (Allah) has placed in each of His laws.”

Based on the definitions outlined above, it can be concluded that *maqasid al-sharia* refers to Allah's intention as the creator of sharia to provide benefits to humans. This is achieved through the fulfillment of *daruriyyah*, *hajiyyah*, and *tahsiniyyah* needs, which enable humans to live a good life and be good servants of Allah.

The Ulama explain that Allah SWT's purpose in prescribing His laws is to preserve the welfare of mankind and to avoid *mafsadat*, both in this world and in the hereafter. This goal is to be achieved through *taklif*, the implementation of which is highly dependent on an understanding of the primary sources of law, the Qur'an and Hadith (Pradita, 2025). In order to realize benefit in this world and the hereafter, based on the research of *usul al-fiqh* experts, there are five basic elements that must be preserved and realized. A *mukallaf* will obtain benefit when he can preserve these five basic aspects, whereas he will experience harm when he cannot preserve them properly (Auda, 2024).

According to *Qath’i*, the establishment of the five principles above is based on the arguments of the Qur'an and Hadith. These arguments function as *al-qawa'id al-kulliyyat in establishing al-kulliyyat al-khams*. The verses of the Qur'an that are used as a basis are generally the Makki verses that have not been abrogated and the Madani verses that confirm the Makki verses. Among these verses are those related to the obligation to pray, the prohibition of killing, the prohibition of drinking intoxicating beverages, the prohibition of adultery, and the prohibition of consuming the property of others unjustly (Al-Khamidi, 2021). After conducting careful research, he concluded that because the arguments used to establish *al-kulliyyat al-khams* are *qath’i* arguments, they can also be classified as *qath’i* (Rudiansyah, 2020). Presumably, what meant by the term *qath’i* was that *al-kulliyyat al-khams*, in terms of legal *Al Syathibi* basis, can be accounted for, and therefore it can be used as a basis for determining the law.

For the purpose of determining the law, the five basic elements above are divided into three levels: *daruriyyat*, *hajiyyat*, and *tahsiniyyat*. This classification is based on the level of need and priority. The order of these levels will be seen

as important when the benefits of each level are in conflict with one another. In this case, the *daruriyyat* rank is first, followed by the *hajiyyat* rank, and then the *tahsiniyyat* rank. However, from another perspective, it can be seen that the third rank complements the second rank, and the second rank complements the first rank.

Maqashid Al-Syariah emphasizes the importance of justice in all aspects of life, including in determining wages (Pradita, 2025). With the new policy, the aspect of justice in wages must be a priority, so that every worker receives compensation in accordance with their contributions and needs. This means that the wages set must fulfill two aspects: fair in terms of amount and appropriate in terms of the quality of life provided. This is in line with one of the components of *Maqashid al-Shariah*, namely *hifz al-din* and *hifz al-nafs*. The preservation of religion and life is very important to pay attention to, ensuring that the rights of individuals and families are protected by providing decent wages in accordance with the principles of justice and benefit (Ali et al., 2023).

Following the Constitutional Court's decision to invalidate some provisions of the Job Creation Law, there is a legal vacuum in wage regulation. In the context of *maqashid al syariah*, it is important to prioritize a minimum wage policy that not only meets the standard of a decent living (KHL) but also encourages increased productivity and business sustainability. One aspect that has been affected is the protection of workers' rights. The absence of clear regulations on wages has led to uncertainty and potential exploitation. From the perspective of *Maqashid Al-Syariah*, this action is contrary to the goal of social protection that should be provided to workers. The government is expected to immediately take strategic steps in formulating new laws that better accommodate workers' rights. Therefore, the author offers an idea called Pancasila Wages, which is based on the fifth principle of Pancasila, "Social justice for all Indonesian people." This idea is perfected by integrating five main pillars, namely: 1). Deliberation, 2). KHL (Decent Living Components), 3). Justice for the Common Good, 4). Timely Wage Payments, 5). The State as a Control (Supervisor).

3. Conclusion

A legal analysis of Islamic economics regarding wages in Law No. 6 of 2023 on Job Creation following Constitutional Court Decision No. 168/PUU-XXI/2023 shows that wage regulations must be in line with the principles of *Maqashid Al-Syariah*. Wages not only serve as compensation for workers' services, but are also an important instrument for achieving social welfare and justice. In this context, there is a need for policies that emphasize the protection of workers' rights and ensure that the wages set meet decent living standards, as well as encourage increased productivity and business sustainability. On the other hand, the existence of a legal vacuum due to the cancellation of some provisions in the Job Creation Law poses a serious challenge, where the protection of workers' rights can be neglected. Therefore, it is very

important for the government to immediately formulate a new law that not only fulfills the legal aspects but also focuses on the objectives of welfare, justice, and protection for workers. Thus, it is hoped that the upcoming regulation can create a better framework, loyal to sharia principles, and able to respond to the challenges and dynamics of employment conditions in Indonesia.

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