



Contractual Justice in Traditional Market Leasing: An *Ijārah*-Based Analysis at Pasar Kalangan

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ABSTRACT

This study analyzes the practice of kiosk rental (*ijārah*) in Kalangan Market, Mendahara Subdistrict, Tanjung Jabung Timur Regency, from the perspectives of Islamic law and positive legal regulations. Field observations show that rental transactions are conducted verbally without written contracts, with monthly cash payments of IDR 30,000. Most traders (approximately 70%) fail to pay on time, and the absence of strict sanctions indicates a weak commitment to the agreed contract. In Islamic law, a valid *ijārah* contract requires clarity regarding the rental object, the benefit obtained, the agreed compensation (*ujrah*), and a valid offer and acceptance (*ijab* and *qabul*). The current practice poses risks of injustice and imbalances in the rights and obligations between tenants and market managers. Therefore, reforming the rental system based on the principles of justice, clarity, and accountability, as mandated in Islamic commercial jurisprudence (*mu'āmalah*) and positive law, is essential for establishing a professional, transparent, and sustainable market governance framework.

Keywords: *Contractual Justice; Ijarah; Kiosk Rental; Mu 'āmalah; Traditional Market.*

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INTRODUCTION

Economic activity emerges because of the inherent nature of human beings as social creatures whose behavior is influenced by social norms and collective expectations (Nosenzo & Görges, 2020). These limitations and social drivers give rise to the demand for goods and services, which in turn stimulates the supply of various products to meet such needs (Galstyan et al., 2024). The goods and services circulating in society may originate from both legal and illegal sectors, vary in quality, and be offered at a wide range of prices. This phenomenon shapes the structure of economic activity within social life (Syafaat et al., 2025).

Economic practices go beyond mere monetary exchange as they also reflect social values such as honesty, justice, and mutual benefit (Pahlevi, Alam, Harjito, & Said, 2022). In the context of regional development, the growth of business activities, whether small, medium, or large scale, serves as a vital indicator of improved economic welfare for the

community. Consequently, the management of public facilities, such as traditional markets, becomes a crucial element in supporting local economic growth (Kumalasari & Cahyani, 2023).

Islam, as a comprehensive religion, governs economic activities through the principles of *muamalah*. The Qur'an encourages humankind to seek lawful (halal) sustenance through trade, as stated in Surah Al-Baqarah (2:254). Trade and commerce are not only encouraged but are also considered a form of worship when carried out with sincere intention and in a just manner (Cahyani & Kumalasari, 2023).

Markets play a central role as venues for interaction between sellers and buyers (Ahearne et al., 2022). They facilitate transactions involving goods and services, reflecting the economic dynamics of society (Pahlevi, Alam, Harjito, & Said, 2022). In addition to serving as centers of trade, markets also function as spaces for income distribution, job creation, and price determination, thereby contributing to the overall welfare of the community (Santosa, Dwiarti, & Hudin, 2022). For this reason, market management demands serious attention from all stakeholders, including local governments and business actors.

The Tanjung Jabung Timur Regional Government, through the Office of Industry and Trade (Disperindag), holds authority over market management, including the provision of facilities such as kiosks, open stalls, and trading spaces. One of the forms of *muamalah* occurring in the market is the practice of leasing (*ijārah*), which refers to the granting of usage rights over an asset or space for a specified period in exchange for agreed compensation. In Islamic law, *ijārah* is considered a valid contract (*akad*) if it meets essential pillars and conditions (Wijaya et al., 2025), including clarity of the leased object, mutual agreement between the parties, and a clearly defined compensation. This principle emphasizes honesty, transparency, and accountability as foundations for achieving justice in contractual relationships.

Field observations reveal that leasing practices in the Kalangan Market, Mendahara Subdistrict, are still predominantly conducted orally without formal written agreements. Traders occupy kiosks after signing attendance records and receiving an identity card as tenants, yet without a legally binding contract. Although rent is paid regularly, not all tenants make timely payments. This situation leads to financial losses for market managers and reflects a weak commitment to the agreements made. From the perspective of Islamic law (Fia et al., 2024), such practices raise ethical and legal concerns, particularly regarding justice, transparency, and the moral responsibilities of both parties. The absence of a well-enforced sanction or penalty system further risks creating imbalances in the rental relationship.

Previous studies on *ijārah* in market management have mostly focused on theoretical reviews of contract validity or general compliance with sharia principles, often in contexts outside traditional market kiosk leasing. There is still limited empirical evidence examining the practical implementation of *ijārah* in rural or regional market settings, particularly in relation to both contractual enforcement and tenant payment discipline. Furthermore, studies that integrate field observations with Islamic legal analysis in the case of Kalangan Market have not yet been conducted. This has left a gap in understanding the alignment between practice and sharia standards in this specific context.

The urgency of this study lies in addressing this gap by assessing the extent to which *ijārah* principles are applied in the leasing practices of traditional market kiosks and evaluating their conformity with Islamic legal standards. This research is expected to contribute theoretically by enriching the literature on sharia-based market governance and practically by offering recommendations for more accountable and transparent market management in accordance with Islamic values.

THEORETICAL FRAMEWORK

Ijarah is one of the forms of transaction in Islamic *muamalah* (commercial dealings) that plays an important role in fulfilling human needs for services and the use of goods over a specific period (Muhajirin, 2024). Linguistically, the term *ijārah* originates from Arabic, meaning wage, rent, service, or compensation. In the context of Islamic jurisprudence (*fiqh*), it refers to a contract in which the benefit of an asset owned by one party is transferred to another in exchange for an agreed payment (Khulwah, 2024).

Scholars from various schools of Islamic law provide similar definitions with distinct nuances. The Hanafi school defines it as a transaction over the usufruct of an object in return for specific compensation. The Shafi'i school considers it a contract for a specific, permissible benefit with agreed compensation, while the Maliki school views *ijārah* as the transfer of the right to use a permissible asset for a defined period. The majority of scholars (*jumhūr 'ulamā'*) affirm that *ijārah* is a form of sale of benefits (*manfa'ah*), not of the physical object itself (Ullah, Saba, & Ahmad, 2023). Hence, the subject matter of an *ijārah* contract is not the physical item, but the utility derived from its use.

The scope of benefits that may be legally transacted in an *ijārah* contract has been a matter of scholarly debate (Nor et al., 2021). Ibn Qayyim, as cited by Wahbah al-Zuhaili, rejects the view that limits *manfa'ah* (benefits) only to those not inherently attached to the object. He argues that there is no strong *shar'i* (legal) basis for invalidating benefits such as water drawn from a well or fruits harvested from a tree as permissible objects of *ijārah*. This view illustrates that the concept of benefit in *ijārah* is broad, encompassing all forms of utility derived from an asset or service (Sutiani et al., 2025), provided that the original state of the asset remains intact. In modern economic applications, *ijārah* is commonly practiced in the form of leasing properties, vehicles, machinery, or skilled services, which reflects the core principle of transferring usage rights without transferring ownership (Mohamed et al., 2024).

The validity of the *ijārah* contract in Islam is supported by various evidence from the Qur'an, *hadith*, and contemporary scholarly *fatwas*. For example, in Surah At-Talaq (65:6), the Qur'an mandates that divorced women who breastfeed their children be given a wage, indicating a transaction involving services for compensation. A *hadith* narrated by Imam al-Bukhari emphasizes the importance of paying workers their due wages, implicitly affirming the legitimacy of *ijārah* contracts within the community. Furthermore, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) has issued *fatwas* recognizing *ijārah* as a legitimate financing contract under Islamic law, provided it fulfills specific pillars (*arkan*) and conditions (*shurūt*), including the presence of the contracting parties (Utami & Nisak, 2025), a clearly defined benefit, and mutual consent expressed through offer and acceptance (*ijab qabul*) (Hassan et al., 2024).

The pillars (*arkān*) of *ijārah* include: the contracting parties (*mu'jir* – the lessor, and *musta'jir* – the lessee), the *ijab qabul* (mutual consent), the subject matter (benefit or service being leased), and the *ujrah* (agreed compensation) (Muhit et al., 2024). All four pillars must be fulfilled for the *ijārah* contract to be valid in Islamic jurisprudence.

Additionally, certain conditions must be met for the contract to be effectively implemented, such as the clarity of the benefit, legal ownership or authority over the leased object, and the purpose and benefit not contradicting Islamic law. The determination of a fixed time period is also a crucial requirement to ensure that the rights and obligations of each party are clearly measurable. These stipulations underscore that *ijārah* is not merely an economic transaction, but also a form of social interaction based on justice, clarity, and mutual responsibility between the contracting parties. In light of these theoretical foundations, it becomes essential to examine how such principles are applied in real-life settings, particularly in the leasing practices of kiosks at Kalangan Market, Mendahara Subdistrict. This case offers a valuable opportunity to assess the alignment between Islamic legal norms and current local practices.

METHODS

Study Site & Participant

This study was conducted at Pasar Kalangan, located in Kelurahan Mendahara, Mendahara District, Tanjung Jabung Timur Regency. The research was carried out over a period of three months, from February to April 2025. The market is a central hub for local economic activities, with various traders offering food, beverages, vegetables, fruits, clothing, and other commodities.

Participants consisted of ten purposively selected informants, including seven vendors who rent kiosks and three market administrators. Selection criteria included:

1. Direct involvement in kiosk rental activities for at least one year.
2. Active engagement in daily market transactions.
3. Willingness to participate and provide detailed information.

This sampling strategy was applied to ensure that participants could provide rich and relevant insights into the kiosk rental practices at Pasar Kalangan.

Research Approach

The study employed a descriptive qualitative approach, which aims to systematically, factually, and accurately describe the social phenomena under investigation. In qualitative research, the researcher serves as the primary instrument, engaging directly with participants and the research site through participatory observation and in-depth interactions. This approach enabled the researcher to capture the underlying meanings of social interactions and the contextual realities surrounding kiosk rental activities in Pasar Kalangan.

Data Collection and Validation

Data for this study were collected through three main techniques:

1. Direct Observation

Conducted at the research site to obtain real-time insights into kiosk rental activities and interactions between traders and market administrators. Observations were recorded in a field notebook and supported by photographic documentation.

2. In-Depth Interviews

Conducted both face-to-face and via voice messaging with vendors and market administrators. A semi-structured interview guide was used to maintain focus while allowing participants the flexibility to share their experiences. Interviews were audio-recorded with participant consent.

3. Documentation

Collection of relevant written and visual materials, including photographs of market conditions, copies of rental agreements (when available), and administrative documents related to kiosk management.

The study utilized two types of data sources:

- a. Primary Data, obtained directly from observations and interviews with vendors and market administrators.
- b. Secondary Data, gathered from supporting documents, related regulations, and literature on *ijārah* contracts in Islamic law and market management.

To ensure data validity, source triangulation and method triangulation were applied, comparing information from different informants and multiple collection techniques. Continuous and in-depth observation was also conducted to maintain the consistency and accuracy of the data collected.

Data Analysis

Data in this study were analyzed interactively and continuously by following the model of Miles, Huberman, and Saldaña (2014). The analysis began with data reduction, which involved organizing, simplifying, and focusing the collected information on themes relevant to the research, such as rental mechanisms, contract types (*akad*), and community perceptions of kiosk rental from the perspective of Islamic law. The *ijārah* framework served as the primary analytical lens to assess whether the observed practices aligned with the essential pillars (*arkān*) and conditions (*shurūt*) of a valid *ijārah* contract in Islamic law, namely the clarity of the leased object (*ma'qud 'alayh*), mutual consent (*ijab qabul*), the benefit or service, and the specified compensation (*ujrah*).

Following data reduction, the process continued with data display, where the refined data were presented in the form of narrative descriptions and matrices to identify patterns, relationships, and social dynamics. Excerpts from informant statements and visual documentation were incorporated to enrich the analysis and provide supporting evidence for the interpretations made.

The final stage was conclusion drawing and verification, which entailed interpreting the findings to address the research questions and validating the results through peer debriefing and direct field verification. This approach helped minimize researcher bias and ensured that the conclusions were grounded in systematically collected and thoroughly analyzed empirical evidence.

RESULT AND DISCUSSION

This research was conducted in Kelurahan Mendahara Ilir, an administrative area located on the eastern coast of Jambi Province, precisely at the estuary of the Batanghari River. The area covers approximately 10,540 hectares, with geographic coordinates ranging from 10°40'230"-10°40'270" E and 101°60'54"-10°210'56" S. Administratively, Mendahara Ilir is bordered by Sinar Kalimantan Village to the west, Lagan Ilir Village to the east, the Selat Berhala Sea to the north, and Sungai Tawar Village to the south. Its strategic coastal location gives the area a distinctive environmental character.

As a coastal region, Mendahara Ilir features a muddy shoreline ecosystem that supports the growth of mangrove forests, making it a potential zone for environmental conservation and eco-tourism development. Beyond its ecological significance, the area plays an important role in the local economy, particularly in the fisheries and agriculture sectors. The community's trading activities are also relatively dynamic, marked by the operation of the Pasar Kalangan, a traditional market held every Wednesday, serving as a central hub of economic circulation for local residents.

Historically, Mendahara Ilir began as a small village governed by a datuk penghulu (traditional chief), later gaining official village status in 1980, and subsequently becoming an urban village (kelurahan) in 2008. The earliest settlers included fishermen from Malacca and ethnic Chinese families from various regions who later became permanent residents and engaged in farming. Today, the population numbers around 7,566 people across 1,844 households. With a local administrative structure comprising 6 neighborhood units (RW) and 34 community units (RT), along with adequate public facilities, Kelurahan Mendahara Ilir serves as a relevant and representative site for this research.

Result

The practice of kiosk rental in Pasar Kalangan, located in Kelurahan Mendahara, is a common economic activity carried out by traders to secure a place of business. Field observations indicate that the market consists of approximately 54 vendors selling various commodities, including food and beverages, vegetables, fruits, and clothing. The majority of traders choose to rent kiosks provided by the market management. There are 55 kiosk units available, each averaging 4x4 meters in size; however, several kiosks remain vacant, as some traders consider the rental price relatively high.

In an interview with the market head, it was explained that: "*Semua pedagang membayar biaya sewa kios sebesar Rp 30.000 per bulan, dibayarkan secara tunai dan tidak diperbolehkan terlambat. Jika mereka terlambat, kami mengingatkan mereka, tetapi terkadang mereka terus saja memberikan berbagai alasan.*" (All traders pay a kiosk rental fee of Rp 30,000 per month, paid in cash and not allowed to be late. If they're late, we remind them, but sometimes they just keep making excuses). However, field data indicates that approximately 60% of traders experience payment delays at least once every three months, with about 25% of them delaying for more than one month. There is no official sanction imposed, which leads to a culture of leniency. Visual documentation reveals that the kiosks are physically simple and lack private sanitation facilities, requiring traders to use public toilets at a cost of Rp 2,000 per visit. Additional expenses such as cleaning fees of Rp 10,000 per month and parking fees of Rp 2,000 per day are also charged to the traders. When aggregated, these daily and monthly incidental costs can

amount to Rp 100,000–150,000 per month per trader, representing a significant portion of their operational expenses, especially for micro-scale sellers.

Field notes recorded that kiosk rental transactions in Pasar Kalangan are generally conducted orally, without any written contracts or legally binding agreements. Traders are merely informed verbally about payment terms and other obligations. One trader interviewed stated: “*Kami tidak pernah menandatangani apa pun, kami hanya diberitahu untuk membayar sewa setiap bulan. Jika usaha sedang sepi, terkadang kami membayar terlambat, dan petugas sudah memaklumi.*” (We never signed anything, we were just told to pay rent monthly. If business is slow, sometimes we pay late — the staff already understand). Another informant, a vegetable vendor, noted: “*Terkadang kami membayar 2 bulan sekaligus jika saya lupa bayar bulan sebelumnya.*” (Sometimes I pay two months at once if I missed the last month. No one has ever given me a receipt). This informal system reflects a lack of standardized administrative procedures, where no documentation such as receipts, ledgers, or agreements is systematically maintained. Only verbal communication and mutual trust serve as the basis of the rental arrangement.

From the management side, not all officers actively collect fees due to their understanding of the traders’ fluctuating economic conditions. In some cases, delayed payments have become a tolerated norm, despite the potential risk it poses to the predictability of market income. The absence of written agreements opens up the potential for disputes or breaches of contract, especially in situations of economic stress or staff turnover. Thematic analysis of interview transcripts highlights three recurring themes:

Table 1. Thematic Matrix of Field Findings

Theme	Findings	Implications
Economic Vulnerability	Traders face irregular income; 60% report late payments at least once every 3 months	Payment delays threaten cash flow and financial sustainability of the market
Informality & Flexibility	All transactions are verbal; no receipts, contracts, or legal documentation	High dependency on trust; prone to misunderstandings or disputes
Administrative Weakness	No structured monitoring of payment collection; leniency is common	Lack of transparency and accountability; affects operational discipline
Legal Compliance (Islamic Perspective)	<i>Ijārah</i> elements partially fulfilled: oral <i>ijab qabul</i> , defined benefit, but lack of clear written agreement	While minimally valid under <i>fiqh</i> , formal documentation is required for fairness

From an Islamic legal perspective, the practice of renting kiosks in the market is permissible, provided it meets the essential elements of a valid contract (*akad*), namely: clearly identified contracting parties, mutual offer and acceptance (*ijab qabul*), defined benefit (*manfa’ah*), and a specified wage (*ujrah*). In this context, the rental contract is made orally, and although it may be valid according to *fiqh muamalah*, its legitimacy and fairness require re-evaluation, particularly when discrepancies arise between agreement and execution. Moreover, the economic loss from delayed payments and lack of formal

structure can be significant. For instance, assuming 60 out of 100 kiosks delay payment by one month, the market potentially loses Rp 1,800,000 monthly in expected cash flow. This has implications for maintenance, cleanliness, and overall service delivery in the market.

Comparative observations from a nearby formalized market, Pasar Rakyat Syariah, reveal a different approach: rental contracts are written, payments are tracked digitally, and traders receive receipts and legal protections. This system enhances trust, enables financial planning, and aligns with *muamalah* principles more robustly. In conclusion, the findings support the urgency of reforming the rental system through written contracts and improved administrative oversight. While oral contracts may fulfill the minimum fiqh requirements, a more formalized system is essential to ensure fairness, transparency, and sustainability in line with Islamic economic values.

A clothing vendor remarked: "*Terkadang kami tidak membayar karena penjualan sedang rendah dan ada banyak pengeluaran lainnya. Namun, setelah kami memiliki uang, kami akan membayarnya.*" (Sometimes we don't pay because sales are low and there are many other expenses. But once we have money, we'll pay). This behavior reflects a deliberate form of negligence (breach of contract) from a legal perspective, as there is no written agreement that can serve as a legal reference in the event of a violation. Documentation also reveals that some traders habitually delay payments, even though their sales revenue would suffice to fulfill their rental obligations. These findings underscore the importance of establishing written rental agreements to protect both parties in accordance with the principles of justice in Islamic law as well as positive (civil) law.

Discussion

The practice of kiosk rental in Pasar Kalangan, Kelurahan Mendahara, reveals a complex socio-economic phenomenon that becomes particularly interesting when examined through the lens of Islamic law. Kiosks are rented without written contracts and rely solely on verbal agreements between market management and traders. This condition contrasts with the findings of previous studies, such as Fathoni et al. (2024) in her research on rental practices in traditional markets, which demonstrated that written contracts play a significant role in ensuring legal certainty and fairness for both parties. In Pasar Kalangan, the absence of written agreements weakens the legal position of both market managers and traders in the event of a breach of contract (Irianto, 2024). This situation is reflected in frequent delays in rent payments, sometimes extending for several months, without the imposition of clear sanctions or strict enforcement measures.

A unique feature of this market is the easy access to kiosks and the low administrative burden for potential tenants. The kiosk rental fee is only Rp 30,000 per month, with no burdensome document requirements. This simplicity makes Pasar Kalangan a favored location for small traders. However, the low rental rates and easy procedures do not necessarily guarantee compliance with payment obligations. This contrasts with the findings of (Aiken et al., 2023) in his study on traditional market management in West Sumatra, which revealed that the implementation of administrative sanctions and written contracts significantly improved payment discipline among traders. The irregular payment behavior in Pasar Kalangan instead demonstrates managerial leniency and compromise, which ultimately undermines the stability of market management.

From the Islamic legal perspective, verbal rental agreements remain valid as long as they meet the pillars and conditions of an *ijārah* contract, which include the contracting parties, a clear rental object, a defined benefit, and an agreed-upon payment (Jamaluddin, 2020). However, such agreements are vulnerable to violations or breaches, particularly in a non-personal market context involving many actors. This study found that many traders admitted to delaying payments, and some even did so on a regular basis, citing financial hardship despite having sufficient income. These findings raise important discussions on justice and trustworthiness (*amanah*) in *muamalah*, where traders are expected to uphold their commitments in accordance with the fundamental principles of contracts in Islam.

The study also reveals a lack of adherence to administrative order and legal certainty, which are essential pillars in managing public assets. According to positive law, especially in the context of managing regional assets, renting out government-owned facilities should be formally and transparently documented, as regulated in local government ordinances concerning public levies and facilities (Haris, 2022). These findings contrast with (Wati et al., 2025), who stated that implementing written agreements and digital-based retribution systems significantly increased accountability and revenue in traditional markets. The administrative disorder in Pasar Kalangan hinders professional market management efforts and poses potential risks for conflict in the event of misunderstandings or abuse of authority.

A key new finding from this study is the contradiction between social flexibility and the principle of legal justice. On one hand, the leniency in market management fosters more empathetic and humane relations between managers and traders, especially during economic hardship. On the other hand, it creates legal uncertainty and opens wide the door for contract breaches. The absence of firm sanctions and written agreements weakens the legal standing of both parties and can result in imbalanced rights and obligations. This demonstrates that an overly loose rental system may be detrimental to long-term interests, both in terms of management efficiency and legal order.

This discussion highlights the need for a reformulation of rental policies in traditional markets, incorporating the principles of justice, convenience, and legal certainty. The concept of *muamalah* in Islam strongly emphasizes clarity and trustworthiness, which should be reflected in written contracts, orderly payment systems, and fair, proportional sanction mechanisms. This study offers both practical and theoretical contributions to developing a kiosk rental system that is not only valid under Islamic law but also effective for public management and the protection of all parties involved.

Theoretically, this study contributes to the enrichment of Islamic economic jurisprudence by demonstrating the limitations of oral agreements in contemporary market governance and by providing an empirical foundation for the necessity of administrative structure in realizing *maqasid al-shariah* (objectives of Islamic law) in economic transactions. It offers a framework for integrating *fiqh muamalah* with public asset management theory, thereby advancing interdisciplinary discourse between Islamic legal studies and modern public administration.

CONCLUSION

The findings of this study on kiosk rental practices at Pasar Kalangan, Kelurahan Mendahara, indicate that the implementation of *ijārah* contracts has not fully complied with the principles of *ijārah* in Islamic law or with the provisions of positive law. In practice, rentals are conducted verbally between market management and traders. Once a kiosk is occupied, the trader signs an attendance record as proof of rental and receives a renter identification certificate outlining terms and sanctions. Payments, amounting to Rp 30,000 per month, are made in cash and collected directly by market staff.

However, around 70% of traders fail to make timely payments despite having the financial capacity to do so. This reflects negligence in fulfilling contractual obligations and a weak commitment to agreed terms. From an Islamic legal perspective, such practices do not fully meet the pillars and conditions of a valid *ijārah* contract, including a clear offer and acceptance (*ijab-qabul*), explicit specification of the rental object (*ma'qud 'alayh*), and consistent commitment to payment (*ujrah*). The absence of written agreements and delays in payment also indicate shortcomings in upholding honesty (*sidq*), trustworthiness (*amanah*), and clarity in agreements (*ta'yīn*).

From the standpoint of positive law, the lack of a written rental agreement reduces legal certainty and protection for both parties. It is recommended that market administrators prepare legally and sharia-compliant written contracts to be signed before traders occupy the kiosks. Such agreements are essential to clarify rights and obligations, as well as to prevent potential disputes. Payments should preferably be made through non-cash systems, such as bank transfers or digital payment methods, to enhance transparency and accountability.

Additional measures should include providing a suggestion box to gather trader feedback and conducting regular outreach on the concept of *ijārah*, tenants' rights and obligations, and the importance of timely rental payments. Traders should also recognize that fulfilling contractual terms and maintaining payment discipline are part of the trust (*amanah*) that must be upheld to ensure rental transactions align with sharia values and do not cause harm to others.

Future research could expand on this study by exploring the social and managerial aspects of market operations and comparing them with *ijārah* practices in other traditional markets. Such research could contribute to the development of a comprehensive sharia-based market management model.

In conclusion, while *ijārah* contracts are present in daily market operations, their implementation without administrative clarity and strong sharia-based commitment can lead to disorder and injustice. This study therefore makes an important contribution by highlighting the need for reform in traditional market management, aligning rental practices more closely with the principles of valid *ijārah* contracts under both Islamic and national law, and creating a rental system that is fair, transparent, and sustainable.

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