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# CHARGING CAR RENTAL COSTS DURING POST-ACCIDENT REPAIR PERIOD FROM WAHBAH AZ-ZUHAILI'S PERSPECTIVE (CASE STUDY OF CAR RENTAL COMPANIES IN MEDAN TEMBUNG)

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#### **ABSTRACT**

This study analyzes the practice of charging car rental fees during post-accident repairs at car rental companies in Medan Tembung from the perspective of Wahbah Az-Zuhaili and the ijarah 'ala al-manfa'ah contract. The phenomenon of charging daily rental fees even though the vehicle cannot be used has sparked debate regarding contract fairness and risk distribution in rental transactions. This study uses a qualitative method with a normative-empirical approach through literature studies, analysis of Islamic jurisprudence (figh), and interviews with rental company managers. The results show that several rental companies, including Zahri Rental, charge rental fees during the repair period even though the renter has paid for insurance and does not enjoy the benefits of the vehicle. This practice is not entirely in line with the principle of ijarah 'ala al-manfa'ah which emphasizes the balance of benefits and risks, and contradicts the concept of justice in Islamic jurisprudence according to Wahbah Az-Zuhaili. This study recommends the formulation of fairer and more transparent rental contract clauses to protect the rights of renters and uphold sharia principles in rental transactions.

**Keywords:** ijarah 'ala al-manfa'ah, post-accident rental fees, contract justice, Wahbah Az-Zuhaili, car rental

#### 1. INTRODUCTION

Vehicle rental has become a common choice for mobility in modern society, particularly in urban areas like Medan Tembung. This activity is not without potential risks, one of which is vehicle accidents, which can result in material losses for both owners and renters. From a Sharia perspective, the practice of vehicle rental (ijarah 'ala al-manfa'ah) is a contract that transfers benefits without transferring ownership of the goods, making the benefits the object of the transaction and must be guaranteed fairly by both parties (Haroen, 2007). Therefore, the division of responsibility for the risk of damage must be based on the principles of justice and mutual benefit, without harming either party (Syafei, 2001).

In practice, some car rental companies implement a policy of charging renters for the rental fee while the vehicle is being repaired due to an accident, even though the renter no

longer benefits from using the vehicle. This policy is based on the loss of potential income for the rental company while the car is out of service. However, in Islamic jurisprudence (fiqh muamalah), the cost must be linked to the tangible benefits received by the renter and should not be based on speculative economic losses (Az-Zuhaili, 1998). Thus, the question arises as to whether this practice complies with the principles of the ijarah contract and Sharia principles regarding fairness and risk distribution.

This car rental transaction involves an agreement between the lessee and the car owner to provide mutual benefits. This agreement creates rights and obligations that must be fulfilled by both parties. Every transactional activity carries the potential for risk. One risk that frequently arises in four-wheeled vehicle rental transactions is an accident that results in damage to the car, such as scratches, flat tires, or engine failure (such as stalling, battery failure, etc.). However, there is one aspect that I find unreasonable: the renter is responsible for the damage to the car after the accident, including the obligation to continue paying the rental fee while the car is being repaired.

If the lessee refuses to pay these fees, the rental company generally argues that the fee is compensation for the loss of potential income while the car is unavailable for rent, as insurance only covers physical repairs to the vehicle and not economic losses due to the vehicle's inoperability. Therefore, charging rent during the repair period is considered reasonable as a form of protection for business continuity and a substitute for benefits (manfa'ah) that cannot be provided to other parties. If the tenant still refuses to pay, the rental company will usually take several actions, such as conducting direct negotiations, retaining collateral documents if any, involving a third party or legal mediator, filing a civil lawsuit if necessary, and blacklisting the tenant so that they cannot rent again in the future.

Car rental companies from three companies, namely PT. Trans Utama, PT. Seagul Rent Car, and PT. Atlas Rent Car, require renters to cover accident costs if the car is taken to the repair shop. The amount of the fee is determined by the cost of the car's damage at the repair shop. Furthermore, a daily rental fee is charged depending on the length of time the car is in the repair shop, even if the renter has previously paid for accident insurance. If the renter uses a driver, the company also requires the renter to cover the costs of any accidents involving the driver in the event of an incident. (Dina Afriyanti: 2025)

In the context of charging car rental fees during post-accident repairs, car rental companies also face unpredictable risks, such as losses incurred while the car is being repaired. Even if the renter has purchased insurance to cover these risks, rental companies often charge additional fees to cover losses arising from the car's inability to be rented during repairs. This leads to an imbalance in the risk assignment between tenants and rental owners, which should be regulated more fairly to comply with the principles of justice in sharia, especially in the context of the ijarah 'ala al-manfa'ah contract.

Referring to the views of Wahbah Az-Zuhaili in the book Nazariyah Al-Dhaman, Damsyiq: Dar al-fikr, 1998:

ٱلتَّعْوِيْضُ:هُوَ تَغْطِيَةُ الضَّرَرِ ٱلوَاقِحِ بِالتَّعَدِّيْ أَوِ الْخَطَأِ (٨٧) ٱلأَصْلُ ٱلْعَامُّ فِيْ الضَّمَانِ أَوِ التَّعْوِيْضُ :هُوَ إِزَالَةُ الضَّرَرِعَيْنًا، كَإِصْلَاحِ الْخَائِطِ ... أَوْ جَبْرُ ٱلمُتُلْفِ وَإِعَادَتُهُ صَحِيْحًا كَمَا كَانَ عِنْدَ ٱلإِمْكَانِ كَإِعَادَةُ الضَّرَرِعَيْنًا، كَإِصْلَاحِ الْخَائِطِ ... أَوْ جَبْرُ ٱلمُتُلْفِ وَإِعَادَتُهُ صَحِيْحًا كَمَا كَانَ عِنْدَ ٱلإِمْكَانِ كَإِعَادَةَ ٱلْمَكْسُورِ صَحِيْحًا، فَإِنْ تَعَذَّرَ ذَلِكَ وَجَبَ التَّعْويْضُ ٱلمِثْلِئُ أَو النَّقْدِئُ ( ٩٤) وَأَمَّا ضِيَاعُ

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الْمَصَالِحِ وَالْخَسَارَةُ الْمُنْتَظِرَةُ غَيْرُ الْمُؤَكَدةِ (أَيِ الْمَسْقَبْلَةُ) أَوِ الْأَضْرَارُ الْأَدَبِيَّةُ أَوِ الْمَعْنَوِيَّةُ فَلاَ يُعَوَّ ضُ عَنْهَا فِيْ أَصْلِ الْخُكْمِ الْفَقْهِيِّ، لِأَنَّ مَحَلَ التَّعْوِيْضِ هُوَ الْمَالُ الْمَوْجُوْدُ الْمُحَقَّقُ فِعْلاً وَالْمَتَقَوَّمُ شَرْعًا وَهبة الزحيلي، نظرية الضمان، دار الفكر، دمشق) (٩٦)

**Meaning:** "Tadwidh (compensation) is covering losses that occur due to violations or errors" (p. 87). "General provisions that apply to compensation can be: (a) covering losses in the form of objects (dharar, danger), such as repairing a wall. (b) repairing damaged objects to their original state as far as possible, such as returning a broken object to its original state. If this is difficult to do, then it is obligatory to replace it with the same object (of the same type) or with money." (p. 93). Meanwhile, lost profits and uncertain future losses or immaterial losses, according to the provisions of Islamic jurisprudence, cannot be replaced (compensation is requested). This is because the object of compensation is existing, concrete, and valuable assets (permitted by Sharia to utilize them) (p. 87, p. 93, p. 96).

Previous research indicates that the ijarah contract requires clarity regarding the benefits, object, and risks borne by each party to avoid gharar or uncertainty (Ghazaly, 2010). Meanwhile, contemporary studies on Sharia-compliant car rentals focus more on the contractual aspects and liability for damage due to the renter's negligence, rather than on rental payment policies during the repair period following an accident not caused by the renter (Damanik & Hidayat, 2025). This situation indicates a research gap regarding the treatment of rental costs during the repair period from a modern Islamic jurisprudence perspective, particularly according to the views of Wahbah Az-Zuhaili.

Based on this, this study aims to analyze the practice of charging car rental costs during the post-accident repair period by rental companies in Medan Tembung from the perspective of Wahbah Az-Zuhaili and the principle of ijarah 'ala al-manfa'ah. This research is important to provide a foundation Clearer fiqh in the preparation of vehicle rental contracts, so as to ensure fairness and transparency for all parties and support the consistent implementation of sharia principles in the vehicle rental services sector.

#### 2. RESEARCH METHOD

This study uses a qualitative approach with a normative-empirical design to analyze the compliance of car rental fee charging practices during post-accident repairs with the ijarah principle according to Wahbah Az-Zuhaili. The normative approach was conducted through a literature review, particularly Islamic jurisprudence books, scientific journals, civil law regulations, and Wahbah Az-Zuhaili's work on the concept of ijarah and compensation in Islam. The empirical approach was conducted through direct observation of car rental business practices in the field. This model is chosen in accordance with the characteristics of legal research, which not only examines written norms but also assesses the extent of their implementation in the socio-economic context of the community (Armia, 2022).

Data were collected through in-depth interviews with rental business owners and renters at several rental companies in Medan Tembung District, including Zahri Rental, PT. Trans Utama, PT. Seagul Rent Car, and PT. Atlas Rent Car. Informants were selected

using a purposive sampling technique based on their direct involvement in rental transactions and experience dealing with rental vehicle accidents (Damanik & Hidayat, 2025). In addition to interviews, this research was supported by observations of car rental transactions and agreements, as well as a documentary study of rental contracts, payment receipts, and company policy provisions regarding post-accident costs. The literature review included classical and contemporary Islamic jurisprudence (fiqh) works, including Wahbah Az-Zuhaili's views on ijarah, risk distribution, and the principle of justice in contracts (Az-Zuhaili, 1998; Haroen, 2007).

Data analysis was conducted interactively, applying the stages of data reduction, data presentation, and conclusion drawing as outlined by Miles and Huberman (Miles & Huberman, 1994). The empirical data were then compared with Islamic jurisprudence norms to determine the degree to which field practices align with Sharia principles in ijarah contracts, particularly regarding justice, beneficiary rights, and post-accident costs. To ensure data validity, source and technical triangulation were conducted, confirming findings through interviews with various informants, comparing contract documents, and testing for compliance with applicable Islamic jurisprudence literature and positive regulations (Moleong, 2019). Through this approach, the research seeks to provide a comprehensive understanding of vehicle rental practices from the perspective of muamalah jurisprudence and provide recommendations for formulating fairer contract policies for both parties.

#### 3. RESULT AND ANALYSIS

### Analysis of Rental Companies' Liability for Post-Accident Car Damage: A Wahbah Az-Zuhaili Perspective

The study found that car rental companies in Medan Tembung apply different liability patterns for post-accident vehicle damage. Generally, the renter is obligated to cover repair costs if the damage is due to the renter's negligence. However, in cases of accidents not caused by the renter's fault for example, road conditions, negligence of other drivers, or sudden technical breakdowns the approaches vary. Some companies waive liability, while others continue to charge renters certain fees, including daily rental fees during repairs at the workshop, as compensation for lost rental income.

From a muamalah jurisprudence perspective, the basic principle of the ijarah contract emphasizes that the risk of damage to the leased asset not caused by the renter's negligence falls on the owner, as the agreed-upon benefits can no longer be fully provided (Haroen, 2007). Wahbah Az-Zuhaili explains that liability in a rental contract follows the principle of justice and should not burden the innocent party. Damage occurring beyond the renter's control requires the owner of the rental property to bear the loss, unless negligence is proven (Az-Zuhaili, 1998).

Field findings indicate that in "off-key" rental schemes, the renter is assumed to have full control of the vehicle and thus assumes substantial responsibility for potential risks. However, if an accident occurs due to a third party and the renter can provide evidence such as insurance and police reports, some rental companies waive the damage fee. Nevertheless, some companies still charge rental fees during the vehicle repair process. This practice demonstrates an imbalance in risk distribution, as the renter does not receive any benefit from the car during repairs but is still charged additional rental fees.

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Wahbah Az-Zuhaili's view on compensation emphasizes that compensation only applies to actual damage that has already occurred, not potential losses such as lost future income (Az-Zuhaili, 1998). Therefore, continuing to charge rental fees during the repair period is unjustified because the benefits are not passed on to the renter. The principle of "al-ghurm bi al-ghunm" (risk is proportional to benefit) requires the owner to bear the risk for benefits that cannot be provided (Ghazaly, 2010). The Prophet's hadith also emphasizes the principle of fair transactions without any element of harm: "la dharar wa la dhirar" that there should be no harmful or mutually detrimental actions in transactions (Ibn Majah, in Al-Ramli, 2000). According to Wahbah Az-Zuhaili, under the principle of renting, the lessee is obligated to take the best possible care of the rented property. However, the lessee cannot be held responsible for damage caused by accidents that are not the lessee's fault. This is based on the principle of Islamic jurisprudence which states that a person cannot be held responsible for damage caused by external factors beyond their control.

In the Qur'an, Surah Al-Baqarah verse 286 also emphasizes that a person will not be burdened with more than he or she can bear (Qur'an Surah Al-Baqarah: 286).

**Meaning:** "Allah does not burden a person, except according to his ability. For him there is something (reward) for the (virtue) he strives for and for him there is (also) something (torment) for the (crime) he commits. (They pray,) "O our Lord, do not punish us if we forget or we are wrong. O our Lord, do not burden us with heavy burdens as you burdened those before us. O our Lord, do not bear for us what we cannot bear. Forgive us, forgive us, and have mercy on us. You are our protector. So, help us in dealing with the disbelievers."

This verse explains that anyone who causes harm must bear the burden commensurate with the loss suffered by the victim. This means that the party responsible for the accident is obliged to compensate the victim for all losses, both direct and indirect, including car rental costs incurred during the vehicle's repairs. (Al-Ramli 2000)

Therefore, charging rental fees for an unusable vehicle contradicts the purpose of the ijarah contract, which grants the lessee the right to the benefits of the goods. When the benefits are lost due to circumstances beyond the lessee's control, the financial obligation cannot be continued. This is also in line with verse Al-Baqarah 2:286, which emphasizes that no one is burdened beyond their capacity. In a commercial context, this practice has the potential to create injustice and consumer disputes, and therefore requires more transparent and sharia-compliant contract clauses.

Therefore, according to Wahbah Az-Zuhaili's fiqh, rental companies should establish a proportional risk scheme, including providing the option of replacing the unit or terminating the rental fee when the vehicle is unusable. A balanced contract model not only fulfills the principle sharia but also increase trust and business ethics in car rental services.

## Legal Analysis of Charging Car Rental Fees After an Accident: Wahbah Az-Zuhaili's Perspective

Research findings show that some car rental companies in Medan Tembung implement a policy of charging rental fees to renters even when the vehicle is undergoing repairs at the workshop due to an accident. The primary rationale for this policy is to avoid loss of business revenue, as the vehicle cannot be rented out during the repair period. However, the renter does not receive the benefit of using the car during this period. This situation creates a tension between commercial interests and the principle of fairness in rental transactions.

From a muamalah jurisprudence perspective, an ijarah contract is valid if the lessee can actually enjoy the benefits of the goods. When the goods cannot be used for a certain period, the obligation to pay rental fees cannot continue because the benefits that were the object of the contract have been lost (Haroen, 2007). Wahbah Az-Zuhaili emphasized that compensation can only be imposed for actual damage (dharar haqiqi) and not potential losses or unearned income (ghurm mustaqbal) (Az-Zuhaili, 1998). Thus, charging rental fees for vehicles that are not in operation contradicts the basic principles of the ijarah contract, as payment is conditional on benefits already provided, not benefits lost through no fault of the lessee.

Wahbah Az-Zuhaili, in his book Fiqh al-Ijarah, also emphasizes that rental agreements must include clear rights and obligations, including in the event of unforeseen circumstances such as accidents. In this regard, if a rental agreement does not specifically include a clause regarding accidents and the need for repairs, the agreement must adhere to the principles of justice and a fair agreement between the parties. A lessee who cannot use the vehicle during the repair period should not be charged the full rental fee, unless the agreement clearly states that the fee will still apply in such circumstances.

The fiqh principle "al-ghunmu bi al-ghurmi" emphasizes that profit accrues in proportion to the risk assumed. In this context, the lessor is entitled to receive the profit from the rental, but must also accept the risk if the item cannot be used due to circumstances beyond the lessee's control (Ghazaly, 2010). Furthermore, the principle of "la dharar wa la dirar" (inflicted harm) rejects practices that result in unilateral losses, so the policy of charging rental fees when no benefit is provided can be categorized as an illegitimate form of harm (Al-Ramli, 2000).

From an Islamic jurisprudence perspective, the principle of At-Tawidh (compensation) asserts that any losses resulting from violations or errors must be borne by the responsible party. In the case of increasing the daily rental fee during car repairs, if the renter did not cause the damage, then the rental fee charged during the repair period is considered unfair. This contradicts the principle of justice in Islam, as the renter cannot utilize the car. (Wahbah Az-Zuhaili 2002)

Az-Zuhaili also cites verses from the Quran that emphasize the importance of justice and that a person should not be burdened beyond his or her capacity (Quran Surah Al-Baqarah: 286).

لَا يُكَلِّفُ اللهُ نَفْسًا إِلَّا وُسْعَهَا لَهَا مَا كَسَبَتْ وَعَلَيْهَا مَا اكْتَسَبَتْ رَبَّنَا لَا تُوَاحِذْنَا إِنْ نَّسِيْنَا أَوْ الْحُطَأْنَا رَبَّنَا وَلَا تُحْمِلْ عَلَيْنَا إِصْرًا كَمَا حَمَلْتَه عَلَى الَّذِيْنَ مِنْ قَبْلِنَا رَبَّنَا وَلَا تُحْمِلْ عَلَيْنَا أَصْرًا كَمَا حَمَلْتَه عَلَى الَّذِيْنَ مِنْ قَبْلِنَا رَبَّنَا وَلَا تُحُمِلْنَا مَا لَا طَاقَةَ لَنَا بِهِ وَاعْفُ عَنَّا وَاغْفِرْ لَنَا وَارْحَمْنَا أَنْتَ مَوْلَىنَا فَانْصُرْنَا عَلَى الْقَوْمِ الْكُفِرِيْنَ أَ

**Meaning:** "Allah does not burden a person, except according to his ability. For him there is something (reward) for the (virtue) he strives for and for him there is (also) something (torment) for the (crime) he commits. (They pray,) "O our Lord, do not punish us if we forget or we are wrong. O our Lord, do not burden us with heavy burdens as you burdened those before us. O our Lord, do not bear for us what we cannot bear. Forgive us, forgive us, and have mercy on us. You are our protector. So, help us in dealing with the disbelievers."

In the perspective of Islamic fiqh, the principle of At-Tawidh (compensation) emphasizes that any loss resulting from a violation or mistake must be borne by the party responsible. In the case of additional daily rental fees during car repairs, if the renter does not cause any damage, then a rental fee that remains charged during the repair period is considered unfair. This is contrary to the principles of justice in Islam, because the renter cannot use the car. (Handoko et al 2024)

The practice of charging rental fees during vehicle repairs also has the potential to contain an element of uncertainty (gharar) if it is not explained explicitly in the rental contract. In Islamic law, uncertainty that is detrimental to one party must be eliminated through clarity of contract, risk transparency, and balance of rights and obligations. Therefore, drafting a contract that includes a mechanism for replacing vehicle units or waiving costs during the repair period is mandatory to fulfill the principles of justice and avoid consumer disputes (Noor, 2015).

Referring to Wahbah Az-Zuhaili's view, the ideal practice is to free the renter from payment obligations as long as the vehicle cannot be used or provide a replacement unit so that the benefits are still met. This model is in line with consumer protection standards, preventing injustice, and maintaining integrity Ijarah contract as a transaction that guarantees a balance of benefits and risks.

#### 4. CONCLUSION

This study concludes that the practice of charging car rental fees during post-accident repairs by some car rental companies in Medan Tembung reflects an imbalance in the distribution of risk between the renter and the vehicle owner. Field findings indicate that renters are still charged rental fees even though the vehicle cannot be used, claiming to compensate for the rental company's loss of income. However, from the perspective of Wahbah Az-Zuhaili and the principle of ijarah 'ala al-manfa'ah, this practice does not fully align with the principles of justice, as benefit is the basis for the obligation to pay rent. When benefit is lost without any negligence on the part of the renter, the obligation to pay cannot be imposed on the renter.

In muamalah jurisprudence, compensation is only given for actual losses (dharar haqiqi) and not potential losses or unrealized income. The principle of "al-ghunmu bi al-ghurmi" (the principle of "la dharar wa la dirar") emphasizes that profit must be commensurate with risk, and transactions must not result in unilateral losses. Thus,

charging renters rental fees while the vehicle is under repair without any actual benefit is a practice that is inconsistent with Sharia principles.

This research emphasizes the need to adjust vehicle rental contract clauses to be more transparent, fair, and Sharia-compliant, particularly regarding accident risk management and fee waiver mechanisms. The development of standard contracts that include alternative solutions such as vehicle replacement or waiver of rental fees when the vehicle is unusable should be prioritized. Furthermore, rental companies are expected to improve their understanding of Sharia contracts in the transportation services business to ensure the protection of renters' rights and increase public trust in business practices based on the principles of justice and welfare.

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