



IMPLEMENTATION OF THE SYIRKAH ABDAN AGREEMENT IN COOPERATION BETWEEN MAKEUP ARTISTS AND TENT ENTREPRENEURS IN PERCUT SEI TUAN DISTRICT, DELI SERDANG REGENCY FROM THE PERSPECTIVE OF THE HANAFI SCHOOL

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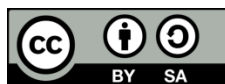
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ABSTRACT

This research is motivated by the existence of cooperation practices carried out by party vendors such as cooperation between makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency. This cooperation is usually carried out verbally or informally, namely via cellphone or via WhatsApp and there is no written agreement in it so that it often triggers disputes such as payment problems and others. This study aims to analyze how the implementation of the syirkah abdan contract in cooperation between makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency and examine it from the perspective of the Hanafi school of thought. The syirkah contract in this cooperation is a form of service-based business partnership, namely each party contributes from their work or expertise. The research method used is empirical juridical by examining the practice of cooperation that occurs directly in the community using interview data collection techniques, observations and documentation studies to obtain primary and secondary data. Based on the results of the study, it shows that the practice of syirkah abdan in this area is usually carried out verbally so that it is prone to causing disputes. The implementation of syirkah abdan in this area is considered legally syar'i when it fulfills the elements of ijab qabul and joint contribution according to the Hanafi school of thought. However, breaking the agreement by one of the parties, such as running away and taking the profits, makes the agreement on this collaboration fasakh (void) and the aggrieved party has the right to claim its rights through a dispute resolution mechanism (qadha). The recommendation from this research is the need to form a written contract in an agreement as well as a deep understanding of muamalah fiqh law in order to avoid disputes in collaborative activities.

Keywords: Implementasi, Syirkah Abdan, Penata Rias, Pengusaha Tenda, Mazhab Hanafi

1. INTRODUCTION

Business is one of the businesses that are often carried out by humans to earn income or as a source of sustenance in meeting daily needs. Where humans are required to seek sustenance on this earth (Vikramullah & Fatimah Zahara, 2024) and one of the businesses recommended in religion is a rental business or cooperation in a business venture.

The party tent and make-up rental business is one of the businesses engaged in the service sector that offers its business in various forms of rentals such as party tents, chairs, wedding stages, bridal make-up services and others that are widely needed by consumers such as for weddings, circumcisions, thanksgiving, commemoration of the Prophet Muhammad's birthday, welcoming events or other celebrations in society. These two businesses are one of the economic sectors in the service sector that is experiencing very rapid development (Murmerie & Widiawati, 2023). So that the number of party tent rental entrepreneurs and the large number of consumer requests then make it difficult for the community or consumers to find tent rental services that suit their wishes to fulfill their needs in facilitating the events they will hold. In this situation, consumers often order party equipment in packages. This development will then give rise to an agreement, and from this agreement, cooperation between business actors arises, such as cooperation between makeup artists and tent rental businesses.

Cooperation activities between makeup artists and tent entrepreneurs have often occurred in various regions, such as in Percut Sei Tuan District, Deli Serdang Regency. In practice, this cooperation is usually carried out verbally without being stated in a written agreement so that it can trigger a dispute. One of the problems that arises in this cooperation is when one of the co-workers, namely the makeup artist, runs away with the rental money or payment from the consumer and does not share the rental fee with his co-workers according to the agreement that has been made.

In the world of weddings or celebration events in Percut Sei Tuan District, Deli Serdang Regency, tent entrepreneurs are used to collaborating with makeup artist vendors when receiving rental services. In this cooperation, the two business parties, namely the tent rental owner and the makeup artist, will make an agreement regarding the payment system, whether payment is made at the beginning, or payment when the event is over so that there is no deviation or default from one of the parties. One of the habits of tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency is to collaborate with bridal makeup artists where the bridal makeup artist as a vendor or party that receives rental services from consumers and then the bridal makeup artist will look for tent rental services for the same consumer in this case the bridal makeup artist as a third party collaborates with tent entrepreneurs with a payment agreement or tent rental fees will be given when the event is over. And what tent entrepreneurs often experience

is when the makeup artist gives a job or order with a payment agreement made at the end but when the event is over and at the time of payment they are cheated by the makeup artist where the makeup artist leaves with all the tent rental fees and does not pay anything, in this agreement the tent entrepreneurs experience losses and injustice due to fraud committed by the makeup artist and this has happened several times and has been experienced by several tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency.

Cooperation is the desire to do work together with other parties and become part of a group to achieve common goals (Sayuti et al., 2022). Cooperation in Fiqh Muamalah is called Syirkah which means joining, mixing and fellowship (Hidayat, 2022). In Islamic Jurisprudence, cooperation or syirkah is something that is permitted and favored by religion. And based on the type of syirkah, the practice of cooperation between makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency is included in the category of syirkah Abdan, namely cooperation that relies on manpower or expertise in it.

The Hanafi school is one of the main schools among the four schools that also discuss matters in muamalah activities such as forms of contracts and includes syirkah abdan. According to the Hanafi school, this syirkah is cooperation that does not rely on capital but relies on the expertise of each (Al-Jaziri, 2015). v According to the Hanafi school of thought, the most important thing in building cooperation is the principle of trust and justice towards the clarity of an agreement, therefore it is very important to conduct a study on the implementation of the syirkah abdan agreement in the collaboration between makeup artists and entrepreneurs in order to provide legal understanding and how to solve a problem that occurs in the field. The previous research that was the previous study for this research was a study conducted by Ichlasul Dwi Fachrobby in 2023 with the title "The Law of Syirkah Abdan According to the Hanafi and Syafi'i Schools and Its Implementation Between Digital Designers and Bloggers". The focus of this article is how the law of syirkah abdan is according to the Hanafi and Syafi'i schools of thought and how it is implemented between digital designers and bloggers. And the results of this study state that syirkah abdan according to the Hanafi school of thought is permissible, while according to the Syafi'i school of thought it is considered invalid because it contains elements of gharar. The implementation of cooperation between digital designers and bloggers is considered valid according to the Hanafi school of thought, even with different professions or expertise, as long as the work done is halal (Fachrobby, 2023).

Second, research conducted by Mildawati in 2022 entitled "Syirkah Abdan According to the Hanafi and Maliki Schools". The focus of this study is how to determine the law of syirkah abdan according to the Hanafi and Maliki schools of thought and the results of the study show that syirkah abdan according to the Hanafi school of thought does not require the same profession or expertise, while according to the Maliki school of thought, syirkah abdan is permitted on condition

that there is the same profession or job. Third, research conducted by Annisa Nur Aida in 2018 entitled "Syirkah abdan in the Sharia Designer Profession from the Perspective of the Hanafi and Syafi'i Schools of Thought". The results of this study state that syirkah abdan according to the Hanafi school is valid and permissible, while syirkah abdan according to the Syafi'i school is void. The purpose of this study is to analyze how the implementation of the syirkah Abdan contract in the cooperation of make-up artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency based on the perspective of the Hanafi school with an empirical legal approach, where this article is expected to be able to provide a role in the development of Islamic economic law and its application in society.

2. RESEARCH METHOD

This research was conducted using the empirical juridical research method or field research with a case approach. Empirical juridical is a type of research that examines applicable legal provisions and what happens in reality in a society. This research was conducted based on the actual conditions that occur in society and to find out how to solve the problem. The data collection technique used by the researcher is to conduct interviews and direct observations at the research location to obtain primary data by conducting a direct and verbal question and answer process with the relevant parties and observations are carried out by observing directly how the work process occurs, then the researcher conducts a documentation study, namely collecting and studying library materials to obtain secondary data, both from the Qur'an, Hadith, Reading books, books, translated dictionaries, websites, journals and laws and regulations.

3. RESULT AND ANALYSIS

Syirkah Abdan Agreement According to the Hanafi School

In muamalah jurisprudence, Syirkah is often also referred to as syarikah, which in language means mixing (Hasan, 2024). The meaning of mixing is someone who combines his assets with the assets of his co-workers so that they cannot be distinguished. Syirkah according to the Hanafi school of thought is a transaction carried out by two or more people who work together in capital and profit (Soemitra, 2023).

In the business world, there are often cooperative practices carried out by businessmen or artists who only have expertise or skills in the business and this cooperation is called syirkah abdan. In this case, there are differences of opinion among scholars regarding the validity of the application of syirkah abdan. Among the Hanafi school of thought, this Syirkah is permitted, while among the Shafi'i school of thought, this Syirkah is not permitted.

The evidence for the permissibility of doing syirkah is the Word of Allah in the Qur'an, Surah Shaad verse 24:

وَإِنَّ كَثِيرًا مِّنَ الْخُلَطَاءِ لَيَبْغِي بَعْضُهُمْ عَلَى بَعْضٍ إِلَّا الَّذِينَ ءَامَنُوا وَعَمِلُوا الصَّالِحَاتِ وَقَلِيلٌ مَّا هُمْ

Meaning: *And indeed most of those who form partnerships are some who do injustice to one another, except those who believe and do righteous deeds, and these are very few (QS. Shaad: 24).*

The verse explains that in the time of Prophet David (AS), this practice of partnership was carried out. For example, cooperation in goat farming, but in this cooperation there is one party who is unjust and betrays the other party. And substantially this verse can be used as a basis for carrying out partnership and the Prophet confirmed this as in the time of Prophet David (AS).

According to the interpretation put forward by T.M. Hasbi Ash-Shidieqy, most of those who carry out the partnership want to harm their own business partners, except for those who believe and want to do good deeds because they do not want to oppress others, but very few people are like that (Ash-Shidieqy, 2000).

In the book *Bada'i Ash-Sana'i Fi tartib as-syirai'* there is a division of types of partnership, namely partnership amlak (ownership) and partnership al-uqud (agreement). Syirkah amlak means an association due to ownership without a contract, while syirkah al-uqud means an association carried out in the form of a contract.

It is the ownership of two or more people to a property as a sign of an agreement or contract, this partnership is formed automatically due to several reasons such as inheritance, grants, or joint purchases. There are 2 types of partnership, namely Jabr partnership and Ikhtiyar partnership. Jabr partnership is the unintentional unification of two or more people in ownership, such as in inheritance. Ikhtiyar partnership is the unification of two or more people in ownership due to their respective desires, such as purchases made together. It is a cooperation carried out by two or more people using an agreement or contract to obtain profit, this partnership is divided into four types, namely: Maal partnership (property), namely cooperation where each party provides a certain amount of capital in a business that will be run and the profit is divided according to agreement. This partnership is divided into two parts. Namely inan and mufawadhah. Syirkah mufawadhah is a cooperation where each party provides the same capital and the same profits and responsibilities, in this company there is a requirement for equality in all aspects. Syirkah inan is a cooperation that does not require equality of capital provided by each party. Syirkah al-abdan, namely cooperation based on labor, skills, or services without any capital and profits are divided based on agreement. Syirkah al-wujuh, namely cooperation based on trust or reputation which is used to obtain goods and profits are divided according to agreement and losses are borne together.

In real practice, the cooperation carried out by makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency, falls into the category of syirkah abdan because this cooperation only relies on the abilities and work of each party and both contribute to their work. In the Hanafi school of thought, syirkah abdan is considered valid and permissible, when the parties who carry out the syirkah provide benefits and contributions to each other through their work. In the Hanafiyah book Bada'i Ash-Sana'i Fi tartib as-syirai'

وَأَمَّ الشَّرْكَاءُ بِأَلَا عَمَالٍ فَهُوَ أَنْ يَشْتَرَكَا عَلَى عَمَلٍ مِنَ الْخِطَاةِ أَوْ الْقَصَارَةِ أَوْ غَيْرِ هُمَا قِيَمُوا لِأَشْتَرَكَا عَلَى أَنْ نَعْمَلَ فِيهِ عَلَى أَنْ مَارَزَقَ اللَّهُ عَزَّوَجَلَّ مِنْ أَجْرِ قَفْهِي بَيْنَنَا عَلَى شَرْطٍ كَذَا

"As for the partnership of charity (community partnership), it is two people working together to do a job such as being a tailor and so on, then both of them say we have consulted or have worked together to do a job, if there is sustenance that Allah gives in the form of money and services, then we share it together with certain conditions" (Kisani, 1986)

According to the scholars of Malikiyah, Hanafiyah, Hanabilah and Zaidiyah, this partnership is permissible, because the purpose of the partnership is to gain profit, and it can be done by delegating, in reality, many people have practiced this type of cooperation which is carried out with work capital (Az-zuhaili, 2011a). In the practice of this partnership, it is not required to have the same or similar skills or work, but it is permissible with different jobs, but the work done must be halal and in accordance with sharia, not work that is prohibited by sharia such as cooperation between several people to hunt pigs in the forest (Rivai, 2013).

There are several opinions of scholars who also permit syirkah abdan, namely:

1. fWahbah Al-zuhaili explains the meaning of syirkah abdan as "That association to accept a job among many jobs in an agreement, and in it there is effort from both (Az-zuhaili, 2011)".
2. Imam Nawawi explains the meaning of syirkah abdan as "And as for syirkah abdan is a company carried out by two people using their energy".
3. Asy-syarbani explains the meaning of syirkah abdan as "syirkah abdan is like a liability company and all forms of work in which both do the same amount of effort, more or less and there is an agreement in the field of business or different".

According to the Hanafi School, the pillar of syirkah is only one, namely the existence of ijab and qabul, it is said so because a contract can be carried out with the existence of ijab and qabul. The important thing in carrying out a contract is the existence of ijab and qabul because this is a statement that shows consent in carrying out a contract between two or more people so that the agreement is free from things that are not based on sharia (Zulham & Rokan, 2022). The parties and

capital are not part of the contract (Al-Jaziri, 2015). The requirements for carrying out syirkah according to the Hanafi school are:

- a. The first is related to the object of the contract (ma'qud alaih), the object of the contract must be able to be represented
- b. The second is related to profit, in carrying out a partnership the profit must be clearly known, such as one third or others, if one party does not know the share or amount, then this partnership can be damaged, because the profit between the two parties must be clear and known (Mildawati, 2022).
- c. Third, regarding the type of work, in this partnership any work that is halal is free, and on the condition that both parties must have the skills and abilities to do their jobs.

In syirkah abdan for the validity of an agreement, there must be clear work to be done and the share of wages for each party to avoid unwanted things or disputes in the future, so the parties have responsibility for the work and the work of other members, and when there is a risk in their work, it becomes the responsibility of all parties.

The distribution of profits in syirkah abdan according to the Hanafi school of thought is based on several things, namely, The distribution of profits is allowed to differ from the considerations of one of the parties, The party who does the work has the right to receive additional wages from his work. If the profit of each party is not determined in the contract, then the profit will be divided according to the capital or work. Each party working in syirkah abdan is allowed to receive part of his wages before the work is completed.

In the Hanafi school of thought, this syirkah abdan is valid without any condition that all parties must participate in the work being done, and this syirkah is valid even though it is done with different jobs, such as masons, carpenters and blacksmiths who work together to build a building. The Maliki school of thought also considers this partnership valid but with the condition that the work done must be the same, while the Syafi'i school of thought only justifies the amwal partnership and argues that the abdan partnership is invalid, because there is an element of gharar in it. And the Hanbali school of thought also considers this partnership valid whether in the form of the same or different work.

Implementation of the Syirkah Abdan Agreement in the Cooperation of Makeup Artists and Tent Entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency

In the party industry, business actors such as make-up artists and tent entrepreneurs in Percut Sei Tuan sub-district, Deli Serdang Regency often collaborate when there is a booking for a party event, where each party will do their job according to their expertise or services, the make-up artist works as a bridal make-up artist and the tent entrepreneur provides party tent services and

then each party will get profit according to the services provided by each. In this collaboration, the form of agreement made is a verbal agreement and the division of results agreed upon at the beginning according to the contribution given by each party. Based on the results of an interview conducted by the researcher with one of the tent entrepreneurs on Jalan. Sukarela Timur No. 99 Gg. Bagong regarding the initial agreement made with the make-up artist. Mr. Toto tenda said: "in running this tent business we often collaborate with other vendors, sometimes we receive complete package orders with catering, chairs, keyboards, etc.

Sometimes we also receive tent rental orders from makeup artists and collaborate, sometimes we are the third party looking for other vendors, sometimes we are the second party receiving orders from bridal makeup artists. In this collaboration, the bridal makeup artist makes direct transactions to the party host, then we and the bridal makeup artist collaborate to fulfill the host's order. The form of our agreement with the makeup artist is only an agreement via cellphone, there is no written agreement statement stamped because we believe that after several collaborations with the same makeup artist and we are paid according to the agreement we have made regarding the rental price of our tent and payments are usually made when the party is over and payments are made via transfer, but for the third collaboration we were cheated and our tent rental fee was taken away by the bridal makeup artist, we were not paid at all while we also had to pay for the salaries of our workers who put up the tent, we have experienced several things like this".

The form of cooperation carried out by the makeup artist and the tent entrepreneur after the agreement and agreement are made regarding the division of profits, the time of implementation or the time of payment. Both parties agree that the division of profits is divided based on the work or service provided. The time for the division of profits will be carried out when the party is over. In its implementation, when the party booking date is certain, both parties will do their respective jobs according to the client's request where the tent entrepreneur will conduct a location survey to see the condition and position of the tent that is installed and usually done a week before the party, then after the survey the tent entrepreneur will install it two or three days before the party and the makeup artist will do her job on the day of the party, namely as a bridal makeup artist.

The total payment by the client or host for the rental of the makeup artist and tent services is usually handed over directly to the makeup artist and the payment from the client is made with a down payment at the beginning then the rest is given on the day of the party and the makeup artist will divide the rental fee to the tent entrepreneur according to the agreement they have made. According to the scholars of the Hanafi school of thought, the syirkah abdan contract is valid when it meets the requirements, namely the existence of an agreement on *ijab* and *qabul*, as well as clarity of the form of work carried out and the division of results that have been agreed upon at the beginning. In the Hanafi school, a partnership

agreement made orally is considered valid as long as there is willingness and agreement from both parties. This is also related to the principle in muamalah that an agreement does not have to be in writing, but is considered valid even if it is only through words and agreement.

However, this oral agreement will cause weak legal force when a dispute occurs in cooperation and it is difficult to show evidence because there is no written agreement. And in this cooperation, the problem arises when one of the parties or work partners, namely the make-up artist, commits fraud by taking all the payment money from consumers or clients without sharing it with his work partner or tent entrepreneur. And in the Hanafi school, this act is called treason against other work partners because he has taken something that is not his right, but there is someone else's right in it.

In *Al-Hidayah Fi Syarh Bidayat al-Mubtadi* it is explained that when one party receives his syirkah property and he does not hand it over to his partner, then he is obliged to replace the rights of the other partner, because he has violated the mandate (Al-Marghinani, 1990). And this is based on the principle of justice and also joint responsibility in carrying out cooperation. Before carrying out syirkah, both parties must first make a contract (akad) to avoid the element of gharar (uncertainty), and with the holding of the akad, rights and obligations arise between the two parties who make the akad. The validity of a akad is seen from the fulfillment of the pillars and conditions of the akad. The pillars of the akad are:

1. The parties who carry out the contract (aqidain)
2. Statement of will from both parties (sighoh ijab qabul)
3. Object of the contract
4. The purpose of the contract (Harun, 2017).

Based on the results of interviews conducted by researchers with several tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency, that the agreements they made were only limited to word of mouth agreements and only through cellphones or verbal agreements and according to the Hanafi school of thought, this cooperation is valid when there is willingness and agreement by the parties in carrying out the cooperation. The implementation of the syirkah abdan contract in the cooperation of make-up artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency is considered valid according to the Hanafi School of Thought. However, due to a violation, namely khiyanah by one of the parties, the contract is damaged or void and has legal consequences that need to be resolved according to the principles of justice in the Hanafi school of thought.

Responsibility and Settlement According to the Hanafi School

According to Al-kasani in Bada'i al-Sana'i "If two people cooperate in a job with the condition that they cooperate and what they produce is shared together, then it is valid. Because in it there is an element of cooperation '(aun) and the work can be used as a basis for cooperation" (Al-kasani, 2005).

The Hanafi school of thought emphasizes that the syirkah abdan contract is a trust contract ('Aqd al-amanah), so if one party commits fraud such as: disappearing after receiving payment wages or running away with the results or payments from the client without sharing them with his work partner, then the act is called ghasab (embezzlement) and khiyanah (treason). According to Ibn 'Abidin: "If one of the two people who cooperate works and takes all the results, then he is obliged to give his work partner a share according to the syirkah agreement, because that is a mandate" (Abidin, 2003). In this case, it is explained that the party who is left behind and suffers a loss has the right to demand their share according to the agreement and if there is evidence of witnesses or evidence of the agreement, this can also be brought to court to demand their rights.

The process of settling payments for losses experienced by tent entrepreneurs based on interviews conducted by researchers with tent entrepreneurs, namely: Mr. Toto Tenda said: "For the settlement, we want it to be resolved amicably. However, after we looked for the whereabouts of the bridal makeup artist, we went to her house directly, we asked the neighbors but the result is we still couldn't find her, because all our contacts have been blocked and maybe she has also changed her contact, so we just accept it even though we have suffered losses and we still have to pay our workers' salaries, after all if we take it to court, we are afraid it won't be processed, especially as we are ordinary people, and we also don't have a lot of money to take it to court".

Mr. Andy Tenda said: "We have been shot or cheated several times by the bridal makeup artist, for the settlement, there has been none until now because we have looked everywhere but we still haven't found it because the bridal makeup artist often uses a fake identity with contacts that often change". Based on this interview, the researcher concluded that there has been no resolution for the losses experienced by several tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency due to fraud committed by makeup artists. The tent entrepreneurs did not take legal action and only accepted and accepted the losses because they did not find the whereabouts of the bridal makeup, whereas if the fraudulent act was processed properly based on the settlement in Islam or Islamic law, it could have a deterrent effect on the perpetrators of fraud such as bridal makeup and prevent new victims.

According to the Hanafi school, the efforts to resolve the problem must be made, namely peaceful efforts (Sulh), the Hanafi school recommends a peaceful resolution if possible and does not violate sharia principles. In the book Al-Hidayah Bada'i al-sana'i it is said "Sulh (peaceful resolution) is permitted as long as it does not allow what is forbidden or forbid what is lawful". This effort is made by

bringing the two parties together and resolving it amicably. If one party disappears as in this cooperation practice, then the tent entrepreneur has the right to claim compensation and sue through a lawsuit to the Islamic court (qada).

In this qada process, the tent entrepreneur can show witnesses in the cooperation, or by showing evidence such as chat agreements, photos or client testimonials, and then, and an oath if there is no other evidence, and then the qadhi or judge has the right to decide after conducting a review of the decision can be: cancellation of the syirkah contract, return of profits that are controlled illegally, and compensation. The solutions provided if there are obstacles in resolving this dispute are; The makeup artist is required to return the portion of the profits that are the rights of the tent entrepreneur. If this cannot be done, the tent entrepreneur has the right to sue according to customary law or civil sharia, namely by asking for help from authorized parties to mediate this problem, such as traditional leaders or local sub-district heads. If you have difficulty in providing evidence, the tent entrepreneur parties can also sue by taking an oath or testimony. In terms of dispute resolution according to the Hanafi school of thought, if one party disappears or runs away as happened in the practice of cooperation between makeup artists and tent entrepreneurs in Percut Si Tuan District, Deli Serdang Regency, then this cooperation agreement is automatically canceled, and the party who suffered the loss still has the right to claim compensation even though the perpetrator is missing.

In order to avoid fraud in a cooperation agreement or partnership, both parties must understand each other and also maintain trust in each other, in addition, both parties must also be trustworthy and honest and professional in carrying out partnerships so that they do not cause things that can cause disputes or losses by one party. There are several things that can damage partnerships (Mukhoniadi, 2023), namely:

1. Lack of business skills
2. Lack of trustworthiness of one of the parties
3. Lack of transparency in conducting partnership
4. Lack of skills in financial management
5. Not making a clear agreement at the beginning of the transaction.

Similarly, the cooperation carried out by tent and bridal makeup entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency, where both parties did not make a written agreement and on a stamp, but only an oral agreement. The inhibiting factors in the settlement of payments in the cooperation of makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency, namely; Lack of understanding in carrying out cooperation, in practice there is a lack of provision of knowledge and understanding in carrying out cooperation or partnership so that the cooperation carried out is considered trivial and does not consider the

impact of the business that will be carried out in the future so that it will cause a lack of skills in running a business. Lack of agreement, a clear agreement is needed in carrying out business cooperation, but in practice the agreement is not carried out properly, there is no written agreement regarding the payment period, price/wages, or other terms and conditions in the cooperation, resulting in ambiguity in the agreement (gharar) and causing difficulties in settling payments when fraud occurs and one party is harmed

Lack of legal awareness, the lack of legal awareness by the parties carrying out the cooperation results in obstacles in settling payments in the cooperation being carried out. Contracts are made verbally, cooperation is carried out only verbally, resulting in weak legal evidence when there is a dispute or dispute in the cooperation. The parties involved in the cooperation prioritize personal interests and want to win alone. The same in practice, one of the parties, namely the makeup artist, who cooperates for personal interests and does not think about the losses experienced by his/her cooperation partner. Default by one of the parties, there is a default by one of the parties in carrying out the cooperation agreement.

After conducting an analysis of cooperation or syirkah according to the Hanafi School, based on the research conducted, it can be seen that the implementation of the syirkah abdan agreement in the cooperation carried out by makeup artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency is considered valid from the start, but in its implementation there was a violation or khiyanah by one of the parties which caused this cooperation agreement to become fasakh (void) and according to the Hanafi school, the injured party still has the right to claim losses by emphasizing the principle of justice in a cooperation.

4. CONCLUSION

Based on the analysis and research conducted by the author, it can be concluded that the implementation of the syirkah abdan contract in the cooperation of make-up artists and tent entrepreneurs in Percut Sei Tuan District, Deli Serdang Regency according to the Hanafi School is considered valid from the start. However, the contract made verbally weakens the legal evidence in the practice of this cooperation when a dispute occurs. And in practice, problems arise when there is an act of violating the agreement or khiyanah by one of the parties and causes this contract to become fasakh (void) and also causes legal consequences that must be resolved according to the Hanafi school. The form of settlement that can be carried out according to the Hanafi school is that it can be done with Sulh (Peace), namely a family settlement by both parties and when one party disappears, the injured party still has the right to ask for his rights by demanding losses and making a lawsuit according to custom or Islamic courts (Qada).

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