



LIABILITY FOR DAMAGE IN IPHONE LEASING AGREEMENTS FROM THE PERSPECTIVE OF THE COMPILATION OF SHARIA ECONOMIC LAW: A CASE STUDY IN MEDAN JOHOR

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Article Info

Article history:

Received :

Revised :

Accepted :

Available online

<http://jurnal.uinsu.ac.id/index.php/analytica>

E-ISSN: 2541-5263

P-ISSN: 1411-4380



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ABSTRACT

The rapid growth of digital lifestyle practices has increased the demand for high-value electronic device rentals, including iPhone leasing in Medan Johor. However, the absence of clear written agreements and standardized liability mechanisms frequently leads to disputes regarding responsibility for damage. While the Compilation of Sharia Economic Law (KHES) regulates ijarah contracts, its implementation in modern electronic rental practices remains underexplored. This study aims to analyze the practice of iPhone leasing in Medan Johor and examine liability for damages based on KHES provisions. This research employs an empirical juridical method combining field research and literature study. Primary data were collected through interviews and observations involving rental business owners and consumers, while secondary data were obtained from statutory regulations and relevant academic literature. The data were analyzed using a qualitative descriptive approach by comparing empirical findings with KHES principles. The findings reveal that liability for damage depends on the cause of the damage. In accordance with Articles 312–313 KHES, tenants are responsible for damages resulting from negligence or misuse, whereas damages caused by inherent defects or technical malfunctions fall under the responsibility of the lessor. The study also finds that informal verbal agreements and limited documentation increase the risk of legal uncertainty and dispute. This research contributes to the contextual application of ijarah principles in digital-era leasing practices and emphasizes the urgency of transparent agreements, clear documentation mechanisms, and good faith implementation to ensure justice and legal certainty for both parties.

Keywords: Ijarah, Liability, iPhone Leasing, KHES, Sharia Economic Law.

1. INTRODUCTION

The development of digital technology over the past decade has transformed people's consumption patterns for electronic devices, particularly smartphones. Smartphones are

no longer positioned solely as communication tools, but rather as instruments for productivity, professional documentation, and the formation of digital identities (Waruwu et al., 2024). One device with high economic and symbolic value is the iPhone, known for its superior system quality and camera. However, the relatively high price of the iPhone has led to the emergence of alternative practices such as device rentals as a solution for utilization without permanent ownership.

The iPhone rental phenomenon has grown significantly in various cities, including Medan Johor, with market segments that include creative workers, MSMEs, students, and event organizers. This practice generally occurs on a daily to weekly basis with a relatively simple mechanism, often through verbal agreements or digital communication. This situation has the potential to give rise to disputes, especially when items are damaged or lost during the rental period. Disputes usually arise from differing interpretations regarding the cause of the damage and who should be held responsible.

From the perspective of Islamic economic law, the practice of leasing falls under the *ijarah* contract, which is the transfer of usufructuary rights to goods or services for a specified period in exchange for an agreed-upon fee (*ujrah*) (Hasanah et al., 2023). The KHES, as a normative reference, stipulates that liability for damage in an *ijarah* contract depends on the element of negligence (*tafrith*) on the part of the lessee (Harahap, 2021). Articles 312–313 of the KHES stipulate that the lessee is responsible for damage resulting from negligence, while damage due to inherent defects or factors beyond the lessee's control is not borne by the lessee (Compilation of Islamic Economic Law, 2011). This principle aligns with the Islamic jurisprudence principles of *al-ghunmu bil ghurmi* (profit accompanied by risk) and *la dharar wa la dhirar* (necessity of mutual harm) (Al-Suyuthi, 2003).

In Indonesian positive law, the lessee's liability is also based on the principle of fault-based liability. Article 1560 of the Civil Code requires the lessee to maintain the leased property in good faith, while Article 1564 states that the lessee is only responsible for damage caused by their own fault. Thus, both the KHES and positive law converge on the principle of proof of fault as the basis for liability (Natalia, 2023).

Although a normative framework exists, there is a gap between legal regulations and practice. The KHES does not specifically address the characteristics of modern electronic goods, which are subject to varying technical risks, such as software failure (bootloop), internal system damage, or fluctuations in the device's value. Furthermore, iPhone rental practices in Medan Johor demonstrate a lack of written contracts, a lack of documentation of the item's initial condition, and an unclear mechanism for proving damage. This creates legal uncertainty and opens up room for unilateral interpretation, potentially detrimental to one party.

Previous research has focused more on *ijarah* (leasing) for conventional objects such as motor vehicles (Putri et al., 2024) and house rentals (Baihaqi, 2022). Previous studies have not specifically examined the application of the *ijarah* principle to high-value modern electronic goods with varying technical complexities. Therefore, this research is novel in the context of the leased object and in its integrative analysis of empirical practice, the KHES (Equivalent Property Rights), and positive law.

Based on this background, this research focuses on three research questions: (1) how the iPhone leasing practice in Medan Johor is implemented; (2) what forms of liability for damage to leased goods are established from the perspective of the KHES; and (3) how

the mechanism for proving damage in iPhone leasing practices can ensure the principles of justice and legal certainty. This research aims to provide a comprehensive analysis of the application of the *ijarah* contract in the context of the digital economy and offer practical recommendations to strengthen transparency, documentation, and legal protection for the parties.

Theoretically, this research contributes to the development of Islamic economic law studies in the context of modern technological goods. Practically, this research provides a normative basis for business actors and lessees in drafting clearer and more accountable contracts to minimize the potential for future disputes.

2. RESEARCH METHOD

This research uses an empirical juridical approach, a legal research method that examines applicable legal norms while analyzing their implementation in social practice (Ibrahim, 2019). This approach was chosen because the research not only examines the normative provisions in the Compilation of Sharia Economic Law (KHES) and positive law, but also examines how these provisions are applied in iPhone rental practices in Medan Johor. Thus, this research simultaneously integrates normative and empirical dimensions. This type of research is field research combined with a literature review. The field study was conducted in the Medan Johor area from January to February 2025 to obtain factual data regarding iPhone rental practices. Meanwhile, the literature review was conducted by reviewing laws and regulations, the KHES, the Civil Code, Sharia economic law literature, scientific journals, and other relevant documents. This approach aligns with the nature of applied legal research, which requires confirmation between norms and practical reality (Soekanto & Mamudji, 2015).

The data in this study consists of primary and secondary data. Primary data was obtained through in-depth interviews with five informants: two iPhone rental business owners and three renters who had experienced problems related to damage to rental items. Informants were selected using purposive sampling, based on specific criteria relevant to the research focus (Sugiyono, 2020). These criteria included: (1) business owners who had actively run iPhone rental services for at least one year, and (2) renters who had experienced disputes or differences of opinion regarding liability for damage.

In addition to interviews, data collection techniques included direct observation of transaction mechanisms and documentation of goods handovers, as well as the collection of supporting documents such as evidence of digital conversations, documentation of the condition of the goods, and the contract format used. Secondary data were obtained from the KHES (2011), the Civil Code, the Consumer Protection Law, and academic literature discussing the *ijarah* contract and the concept of responsibility (*dhaman*) in *muamalah* fiqh.

To ensure data validity, this study employed source and method triangulation techniques. Source triangulation was conducted by comparing information between the business owner and the tenant, while method triangulation was conducted by comparing the results of interviews, observations, and documentation (Creswell, 2014). This technique aims to increase the credibility of the findings and minimize subjective bias in data interpretation.

The data obtained were analyzed using descriptive qualitative analysis methods. The analysis process consisted of three stages: data reduction, data presentation, and conclusion drawing (Miles, Huberman, & Saldaña, 2014). Next, the empirical findings were compared with normative provisions in the KHES and positive law to assess the practice's compliance with the principles of justice, responsibility, and legal certainty in the *ijarah* contract. This analysis was conducted using an interpretive approach to understand the meaning of law in the context of contemporary digital economic practices.

3. RESULT AND ANALYSIS

iPhone Leasing Practices in Medan Johor

The practice of iPhone leasing in Medan Johor demonstrates the rapidly growing dynamics of the digital economy, driven by the increasing public demand for high-value technological devices. The iPhone is no longer simply a communication tool, but rather an instrument for content production, professional documentation, and a supporter of creative economic activities. This aligns with findings that the development of smartphone technology has shifted consumer consumption patterns to become more based on productive and symbolic functions (Waruwu et al., 2024). In this context, the leasing model becomes a rational alternative for individuals who need the benefits of a device without the burden of permanent ownership.

Normatively, this practice falls under the *ijarah* contract, which is the transfer of the right to use an item for a specified period in exchange for an agreed-upon fee (*ujrah*) (Hasanah et al., 2023). In practice in Medan Johor, contracts are generally conducted verbally or through digital communication without detailed written contracts. While verbal contracts remain valid as long as they meet the pillars and requirements of the agreement, this form is prone to differences of interpretation in the event of disputes. The Islamic Economic Law Compilation (KHES) emphasizes the importance of clarity regarding the object, benefits, and agreement as prerequisites for a valid contract (Compilation of Sharia Economic Law, 2011).

From a procedural perspective, transaction mechanisms generally include ordering via social media, identity verification using a KTP or active social media account, full payment upfront, and documentation of the initial condition of the goods through photos or videos. This practice demonstrates business actors' awareness of risk mitigation, although it is not yet fully standardized. From a Sharia economic law perspective, clarity about the condition of the object from the outset of the contract serves as a preventative measure against *gharar* (uncertainty), which can invalidate or weaken the contract (Al-Suyuthi, 2003).

However, field research indicates that most business actors have not yet drafted written clauses explicitly regulating the division of responsibility for technical damage such as system failures (bootloops), software glitches, or decreased battery performance. However, in the *ijarah* contract, the determination of responsibility must be based on the cause of the damage and negligence (Harahap, 2021). The absence of these technical clauses has the potential to create legal uncertainty when damage occurs for which the cause is difficult to prove.

Empirically, there are three main risk patterns in iPhone rental practices in Medan Johor: physical damage due to tenant negligence, internal damage due to technical

problems, and cases of embezzlement or gross default. Under positive law, tenant liability can only be imposed upon proven fault or negligence, as stipulated in Article 1564 of the Civil Code (Natalia, 2023). This principle aligns with the provisions of the KHES (Compilation of Sharia Economic Law), which require tenants to compensate for damage caused by their negligence (Compilation of Sharia Economic Law, 2011).

Interestingly, in several cases studied, disputes were not solely triggered by the damage itself, but rather by a lack of systematic communication and documentation. Tenants often assumed that technical damage was not their responsibility, while business owners considered all damage during the rental period to be the tenant's responsibility. This difference in interpretation demonstrates the weak internalization of the principle of good faith in contract implementation (Anggraini, 2022). Yet, in sharia transactions, transparency and honesty are the primary foundations for determining contractual fairness.

Furthermore, the practice of renting iPhones also demonstrates a shift in the nature of *ijarah* objects from conventional goods to digital goods with high technical complexity. This characteristic necessitates more technical standards of proof, for example through software inspection or system history checks. The concept of responsibility (*dhaman*) in Islamic jurisprudence stipulates that losses must be borne by the party causing the damage, not automatically charged (Rahmi, 2022). Therefore, in the context of modern electronic goods, the mechanism of proof becomes crucial.

Thus, the practice of renting iPhones in Medan Johor demonstrates that, although substantively compliant with *ijarah* principles, procedural weaknesses remain in documentation, technical clauses, and proof mechanisms. These findings indicate a gap between KHES norms and empirical implementation in the field. Therefore, more detailed standardization of written contracts, systematic documentation of the condition of goods, and education on Islamic economic law for business actors and renters are needed to strengthen legal certainty and prevent future disputes.

Liability for Damage Under Positive Law

From the perspective of Indonesian positive law, liability for damage in a rental agreement is based on the principle of fault-based liability. The Civil Code stipulates that the lessee is obligated to maintain the rented property as a good head of family, as stipulated in Article 1560 of the Civil Code. This provision establishes the duty of care as the standard of conduct for the lessee during the rental period. If the lessee is negligent in maintaining the property, resulting in damage, they are obligated to compensate for the loss. This principle demonstrates that liability is not automatic but rather depends on proof of negligence (Natalia, 2023).

Furthermore, Article 1564 of the Civil Code stipulates that the lessee is responsible for damage occurring during the rental period unless they can prove that the damage was not their fault. This norm contains a reverse burden of proof mechanism, where the lessee must demonstrate that the damage was caused by factors beyond their control. In the practice of iPhone rentals in Medan Johor, this provision becomes relevant when technical damage occurs, such as system disruptions or decreased device performance. If the lessee can prove that the damage was due to a congenital defect or internal disturbance, then liability cannot be imposed on them.

Furthermore, Article 1553 of the Civil Code stipulates that if the rented item is destroyed due to an unintentional event or force majeure, the agreement is void. In the context of iPhone rentals, this situation can be analogous to damage caused by unpredictable external factors beyond the lessee's control. The concept of force majeure in civil law limits liability to only being sought if there is a causal relationship between the lessee's actions and the damage (Massie, 2021).

On the other hand, Law Number 8 of 1999 concerning Consumer Protection also provides a framework for balancing the relationship between businesses and consumers. This law affirms the consumer's right to receive goods as agreed and the consumer's obligation to act in good faith in transactions. In the practice of leasing, the lessee is positioned as a consumer of services, while the business owner is the business actor. Therefore, the principle of contractual fairness demands that liability clauses not be drafted unilaterally and still consider the principle of balance (Alfatunisah & Sativa, 2025).

Based on this analysis, it is understandable that Indonesian positive law places liability for damages within a contractual relationship framework based on fault and proof. The principles of prudence, good faith, and proof of causality are key elements in determining which party should bear the loss. In the context of iPhone rental practices in Medan, Johor, these positive legal provisions provide a fairly strong normative basis, but their implementation depends heavily on the clarity of the agreement and the mechanism for documenting the condition of the goods from the beginning of the rental period. Without systematic documentation, proving negligence becomes difficult and has the potential to lead to protracted disputes.

Leases from the Perspective of the Compilation of Sharia Economic Law

From the perspective of the Compilation of Sharia Economic Law (KHES), the practice of leasing falls under the *ijarah* contract, which is an agreement to transfer the right to use (benefit) of a good or service to another party for a specified period of time in exchange for an agreed-upon remuneration (*ujrah*). The Islamic Economic Law (KHES) emphasizes that in an *ijarah* contract, ownership of the goods remains with the lessor, while the lessee only receives the benefit rights during the contract term (Compilation of Sharia Economic Law, 2011). Thus, the legal relationship created is not a transfer of ownership rights, but rather a temporary and limited transfer of usufructuary rights as agreed by the parties.

The validity of an *ijarah* contract under the KHES is determined by the fulfillment of the pillars and conditions, namely the presence of legally competent parties, a clear object of benefit, a specific time period, and a voluntarily agreed-upon reward. Clarity of the object and benefit are crucial elements to avoid *gharar* (unclearness), which can undermine the validity of the contract (Hasanah et al., 2023). In the practice of iPhone rentals in Medan Johor, clarity regarding unit specifications, rental duration, and rental fees is generally agreed upon, although it is often done verbally. Normatively, verbal contracts remain valid as long as they meet the principles of willingness and agreement of the parties (Compilation of Sharia Economic Law, 2011).

Regarding liability for damage, the KHES explicitly stipulates in Articles 312 and 313 that the lessee is obligated to maintain the leased property and is responsible for damage arising from negligence or misuse. However, if the damage occurs through no fault of the lessee, then responsibility cannot be assigned to him. This provision reflects the concept of *dhaman* in Islamic jurisprudence (*fiqh muamalah*), namely, responsibility arising from

an act that causes loss (Rahmi, 2022). Therefore, determining liability in *ijarah* is not absolute, but rather based on the cause of the damage.

Theoretically, this principle aligns with the Islamic jurisprudence principle of *al-ghunmu bil ghurmi*, which emphasizes that profit must be accompanied by risk, and the principle of *la dharar wa la dhirar*, which prohibits unilateral loss in a transaction (Al-Suyuthi, 2003). In the context of iPhone rentals, the lessee, who benefits from using the device, is obligated to bear the risk if damage occurs due to negligence. Conversely, if the damage is caused by a congenital defect or internal technical failure, the risk remains with the owner as the owner of the property rights. This principle places justice and proportionality as the primary foundations for dispute resolution.

KHES also emphasizes the importance of good faith (*husn al-niyyah*) and transparency in the implementation of *muamalah* contracts. In the empirical practice studied, some disputes arose not solely due to damage, but due to a lack of clear documentation and communication regarding the initial condition of the goods. However, in Islamic economic law, proof is crucial to ensure that responsibility is not unilaterally assigned. Therefore, implementing KHES in iPhone rental practices requires not only a normative understanding but also a systematic procedural mechanism to concretely realize the principles of justice, legal certainty, and protection for both parties.

Damage Proof Mechanism

Based on observations, although in iPhone rental practices there is not always a written agreement between the rental company and the renter, there is still a damage proof mechanism used to determine the cause of damage to the rented item. Proof of damage in Sharia economic disputes must be conducted objectively and transparently to avoid ambiguity (*gharar*) and to avoid unilateral transfer of responsibility (Nasution, 2021). This mechanism aims to assess whether the damage was caused by the renter's negligence or was the result of inherent defects in the goods or internal factors of the device. The existence of this proof mechanism demonstrates the parties' efforts to maintain fairness and avoid unilaterally assigning responsibility, even if the contract is simple and refers more to customary practices.

The damage proof mechanism is generally used when there is a difference in the condition of the rented item between the time of initial delivery to the renter and when the item is returned to the business owner. Proof of damage in a rental agreement must be conducted objectively through a joint inspection and valid evidence to avoid a unilateral transfer of responsibility. To determine this difference in condition, the business owner and renter jointly inspect the iPhone using initial documentation of its condition before handing it over to the renter. This documentation typically takes the form of photos or videos that capture the physical condition and functionality of the device at the start of the rental period. Legal certainty in an *ijarah* contract is crucially determined by the clarity of the leased asset's condition from the outset, thus providing a basis for assessing damage to the leased asset (Lubis, 2023). This initial documentation serves as crucial evidence in the legal process, as it can demonstrate whether the damage occurred during the lease or was pre-existing.

From a positive legal perspective, this mechanism for proving damage aligns with the principle of liability in the Civil Code, specifically Articles 1560 and 1564. Article 1560 of

the Civil Code requires the lessee to maintain the leased asset in good faith, while Article 1564 stipulates that the lessee can only be held liable for damage if negligence is proven. Proof of damage in an ijarah contract must be conducted fairly and proportionally, taking into account initial documentation, joint inspection mechanisms, and the conformity between the condition of the asset before and after the lease. Therefore, proving damage by comparing the initial and final conditions of the leased asset is an important tool for determining whether or not the lessee has acted negligently as stipulated in these provisions.

To ensure that proof of damage can be provided clearly, objectively, and fairly, several stages of the evidentiary mechanism are implemented in practice, namely:

- 1) Inspection of the item's condition upon return is carried out jointly by the business owner and the renter, so that neither party makes a unilateral assessment.
- 2) Use of initial documentation of the item's condition as the primary comparison to assess any changes in the physical condition and functionality of the iPhone during the rental period.
- 3) Re-documentation in the form of photos or videos if damage is found upon return, which serves as evidence in the event of a disagreement between the parties.
- 4) If the damage is proven to be caused by the renter's negligence, such as screen damage due to a fall or impact, the renter is responsible in accordance with the agreement and the provisions of Article 1564 of the Civil Code, as well as in accordance with Article 313 of the KHES, which requires the renter to compensate for damage caused by negligence.
- 5) If the damage is proven to be caused by a congenital defect or internal damage to the device, the rental business owner is responsible, as stipulated in Article 1553 of the Civil Code and Article 312 of the KHES, which exempt the lessee from liability for damage not caused by their fault.

Once the damage verification mechanism is implemented, the party responsible for the damage to the rented item can be more clearly and objectively determined. This mechanism not only provides legal certainty for the parties but also reflects the principles of justice and balance in the rental agreement. From the perspective of Islamic economic law, this open and collaborative verification mechanism serves to prevent gharar (uncertainty) and minimize the potential for disputes, as the condition of the item and the cause of the damage have been proven based on mutually agreed-upon documentation. Therefore, although the practice of renting iPhones is governed by positive law, the verification mechanism applied remains aligned with the principles of the KHES and the goal of legal protection for the parties.

4. CONCLUSION

This research shows that the practice of iPhone leasing in Medan, Johor, has developed in response to the public's need for high-value technological devices without permanent ownership. Although this practice substantially fulfills the elements of an ijarah contract, its implementation is still dominated by verbal agreements and informal mechanisms that have the potential to create legal uncertainty. Disputes that arise generally relate to differing interpretations of the cause of damage and the division of responsibility between the owner and the lessee.

From a positive law perspective, liability for damage is based on the principle of fault, so the lessee can only be burdened with compensation if proven negligence. The same principle is also found in the Compilation of Sharia Economic Law, which emphasizes that liability in an ijarah contract depends on the cause of the damage and cannot be automatically imposed. Thus, there is a meeting point between positive law and Sharia economic law in establishing the element of proof as the basis for accountability.

However, this research found a gap between norms and practices. The lack of written contracts, the lack of documentation of the initial condition of the goods, and the absence of technical standards for proving damage to modern electronic devices are key factors triggering conflict. This situation indicates that the application of the principles of justice and good faith in contracts has not been fully internalized in iPhone rental business practices.

Theoretically, this research expands the study of Islamic economic law by contextualizing the ijarah contract for modern technology objects, which have different technical complexities and risks than conventional objects. Practically, this research emphasizes the urgency of drafting more detailed written contracts, implementing systematic documentation before and after the rental period, and improving legal understanding for both business actors and renters. These measures will ensure legal certainty, protection for all parties, and the principle of justice in digital economic transactions more effectively.

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