

Analysis of the Harmony of Muamalah Contracts in Compilation of Sharia Economic Law and Fatwas of the National Sharia Council

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ABSTRACT: Study This aim for analyze harmony contract transactions in Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council. transactions own fundamental role as base legitimacy connection law in transaction Islamic economics. However, the differences character between The Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council has the potential cause uncertainty law in practice. Research This use method study law normative with approach legislative, conceptual, and comparative. Data sources consist of from material primary and secondary laws analyzed in a way qualitative juridical. Research results show that second instrument the law has similarities sourced substances from rules jurisprudence transactions, however own differentiation function and implementation. The harmony that occurs nature complementary and functional, where the Compilation of Sharia Economic Law plays a role as framework normative and systematic, while the Fatwa of the National Sharia Council of the Indonesian Ulema Council plays a role as guidelines operational. Although however, still there is disharmony in arrangement contract. Therefore that, is necessary effort harmonization for strengthen system law Islamic economics in Indonesia.

KEYWORDS: Contract Muamalah, Harmony Law, Compilation of Sharia Economic Law, Fatwa of the National Sharia Council

I. INTRODUCTION

Development Islamic economics in Indonesia in two decades final show significant growth, both from aspect institutions, regulations, and practice transactions. This growth is marked with increasing amount institution Islamic finance, the development products finance sharia- based, as well as the more its area implementation principles transactions in activity economy society. In construction sharia economics, contracts transactions occupy a very fundamental position because become base legitimacy every connection law in transaction. Contract No only functioning as instrument contractual, but also as manifestation sharia values that emphasize principle justice (*al-' adl*), benefit (*maslahah*), as well as the willingness of the parties (*al- ridha*).¹

In a way conceptual, contract in jurisprudence transactions understood as meeting between consent and qabul that give birth consequence law to object certain. Therefore that, existence contract No only determine legitimate or whether or not something transactions, but also reflects fulfillment sharia principles in activity economy. ²In practice , the contract transactions based on the rules jurisprudence that becomes guidelines normative , such as *al- ashlu fil mu'amalat al- ibahah* which confirms that basically all over form transactions allowed during No there is the argument that prohibits, *al- ridha asasu al-' aqd* which emphasizes importance the willingness of the parties , and *the evil wa la dhirar* which emphasizes that No may do something dangerous self Alone or other people.³ These rules are universal principles that do not only valid in level theoretically , but also in implementation law Islamic economics in Indonesia.

In context system law national, efforts formalization law Islamic economy is realized through presence Compilation of Sharia Economic Law that functions as guidelines normative in settlement dispute sharia economics in the environment religious courts. Compilation This arrange various aspect related contract, start from pillars, conditions, until types recognized contract in practice muamalah. On the other hand, the Fatwa of the National Sharia Council of the Indonesian Ulema Council also has role strategic nature operational, in particular in practice institution Islamic finance. The fatwa is often become references main for regulators and practitioners in formulate as well as operate products Islamic ⁴finance.

¹Maharani and Juliana, "The Concept of Contracts in Muamalah," Journal of Islamic Economic Law, 2025, p. 8.

² Ibid.

³ Ibid.

⁴Ikram, Ahmad; Budi Santoso; and Rahmawati, "Digital-Based Contemporary Muamalah Contract Model," HEI EMA Journal, 2026, p. 12.

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Although second the instruments are the same based on sharia principles and rules jurisprudence transactions, in general empirical there is difference in approach and space scope its regulations. The Compilation of Sharia Economic Law tends to nature codificative with objective give certainty law, while the fatwa of the National Sharia Council is of a dynamic and responsive to development practice in the field. Differences characteristics This show existence flexibility in system law sharia economy, but at a time potential cause disharmony of norms.⁵

Condition This potential cause uncertainty law, especially when second the instrument is used in a way simultaneously in practice and in settlement dispute. Required effort harmonization For create system coherent, consistent, and unambiguous laws each other contradictory.⁶

Maharani and Juliana emphasized importance adaptation draft contract in face development modern digital ⁷transactions. Seftiani and her colleagues study suitability between draft contract in jurisprudence transactions with regulations and the fatwa of the National Sharia Council.⁸ Temporary that, Wahyuni and team highlight importance integration between law national and jurisprudence transactions in practice contract mudharabah.⁹

However However, these studies are still nature partial and not yet in a way comprehensive study harmonization between Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council in perspective rules contract muamalah. In fact, both instrument the law has position strategic in system law Islamic economics in Indonesia.

One of problem harmonization between KHES and the DSN-MUI Fatwa can seen in arrangement ijarah contract. DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 in explicit put benefit as object of ijarah, namely benefit from use goods or service.¹⁰ Temporary that, KHES regulates ijarah through draft *ma'jur*, namely objects that are given as a gift. Article 295 of the KHES places *ma'jur* as one of the joint ijarah principle *musta'jir*, *mu'ajir*, and akad. These differences give rise to problem whether difference arrangement ijarah contract is disharmony of norms or only difference construction and detailing settings that are not cause conflict?

Based on the description, it is necessary reviewed more deep For determine whether the difference is disharmony of norms or fixed legal norms can walk in a way harmony only just the settings only different. This study important done Because harmony second the instrument has an effect to certainty and consistency implementation law sharia economy, good in practice transaction and settlement dispute. Therefore that, research This directed For analyze similarities, differences, and connection functional rules contract transactions in second the instrument. The results of the study expected give benefit theoretical for development study law Islamic economics and its benefits practical for former policies, institutions religious courts, institutions Islamic finance and the wider community in understand the norms of the contract as well as realize implementation of more norms harmonious and giving certainty law.

II. RESEARCH METHODS

Study This is study law normative (*doctrinal research*) used For examine laws, concepts and legal norms in system law Islamic economics in Indonesia.¹¹ Focus on the study of legal norms written, especially those related to with rules contract transactions in Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council.

Study This use a number of approach. First, the approach legislation (*statute approach*), which is carried out with examine provision normative in Compilation of Sharia Economic Law and related regulations with practice contract muamalah. Second, the approach conceptual *approach*, which is used For understand draft base about contract, rules jurisprudence muamalah, and principles law Islamic economics. Third, the approach comparative *approach*, which is used For compare provision in Compilation of Sharia Economic Law with Fatwas of the National Sharia Council of the Indonesian Ulema Council to identify level suitability and difference construction of existing norms.

Data sources in study This consists of from material primary law and materials law secondary. Primary legal materials include Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council as source The main material analyzed. As for the law secondary covering books, journals scientific, and works scientific other relevant with theme contract transactions and law Islamic economics.

⁵Seftiani, Nurul; Ahmad Fauzi; and Rizky Ananda, "Suitability of the Concept of Fiqh Muamalah Contracts," Scientific Journal of Management and Accounting (JIMAK), 2024, p. 21.

⁶Soerjono Soekanto, *Normative Legal Research* (Jakarta: RajaGrafindo Persada, 2014), p. 89.

⁷Maharani and Juliana, *loc.cit.*

⁸Seftiani et al., *loc.cit.*

⁹Wahyuni, Siti; Ahmad Fauzan; and Dwi Kurniawati, "Material and Formal Law of Mudharabah Contracts," Eco-Iqtishodi: Journal of Islamic Economics, 2024, p. 33.

¹⁰National Sharia Council of the Indonesian Ulema Council, *DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 concerning Ijarah Financing*.

¹¹Soerjono Soekanto, *Op. Cit.*, p. 13.

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Collection techniques material law in study This done through studies library *research*, namely with explore and examine various source relevant laws, both in the form of regulation legislation, fatwas, books, and journal scientific. This technique used For obtain comprehensive and in-depth data about rules contract transactions in Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council.

Study This use technique qualitative data analysis juridical. Researcher do analysis with method interpreting legal norms through method interpretation systematic and comparative. Interpretation systematic used For understand connection between provision in One system law, whereas analysis comparative used for identify similarities and differences between Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council. With Thus, the analysis This produce comprehensive understanding about level harmonization rules contract transactions in second instrument the law.

III. RESULT AND DISCUSSION

A. Rules Jurisprudence as the Basis of the Contract Transactions

Rules jurisprudence transactions is fundamental foundation in formation and implementation contract in law Islamic economics. This principle functions as principle normative that directs substance agreement to remain in accordance with sharia values, such as justice (*al- 'adl*), balance (*tawazun*), and benefit (*maslahah*).¹²In context this, the rule jurisprudence No only play a role as guidelines theoretically, but also as instrument methodological in formulate and evaluate validity something contract.

In a way conceptual, rules jurisprudence transactions own character flexible and adaptive to developments of the times. This is reflected in rules *al- ashlu fil mu'amalat al- ibahah*, which states that basically all over form transactions allowed during No there is the argument that prohibits it. The rule This give room extensive innovation in development contract, so that allows emergence various form transaction new in modern economy without must go out from principle sharia basis.¹³ With thus, the law Islamic economics does not is static, but rather dynamic and responsive to need public.

In addition, the *rule of al- ridha asasu al- ' aqd* confirm that the willingness of the parties is base legitimacy something contract. Rules This put aspect will free (*free will*) as element main in connection contractual. In perspective law modern, principles This own similarities with principle freedom contract (*freedom of contract*), which provides authority to the parties For determine content and form agreement. However thus, in Islamic law, this freedom is not nature absolute, but rather limited by sharia norms that prohibit existence element usury, gharar, and maisir .

More continue, rules *the evil wa la dhirar* give limitation ethical in implementation contract with forbid all form actions that can be cause loss or injustice for other parties. Rules This strengthen dimensions protection law in contract transactions, so that every transaction No only legitimate formally, but also fairly in a way substantive. With thus, the law Islamic economics does not only emphasize aspect legality, but also aspects morality in connection contractual.

Implementation rules jurisprudence transactions can seen in a way concrete in various form contract. In the contract mudharabah, for example, is applied principle *profit and loss sharing* as form justice distributive between capital owners and managers. Principles This in line with rules *al- ghunmu bi al- ghurmi*, which confirms that profit must comparable with risks borne.¹⁴ With Thus, the division results in contract mudharabah No nature exploitative, but rather reflect balance between rights and obligations of the parties.

In the ijarah contract, the object contract in the form of benefits (*manfa'ah*) become focus main, not ownership goods. This is show that law Islamic economics does not solely oriented towards ownership, but also towards utility *which* provides mark economy.¹⁵ Approach This reflect flexibility Islamic law in accommodate need modern transactions, such as leasing and services based benefit.

Besides the two example, the application rules jurisprudence can also found in contract murabahah, where the principle transparency (*al-bayan*) and honesty become condition main in determination price and profit margin. This is show that rules jurisprudence No only arrange structure agreement, but also regulates ethics transaction in practice Islamic economics.

With Thus, the rule jurisprudence functioning as foundation epistemological at a time normative in law Islamic economics. Both the Compilation of Islamic Economic Law and the Fatwa of the National Sharia Council of the Indonesian Ulema Council are the same. based on these principles. The Compilation of Sharia Economic Law tends to formulate rules in the form of general norms, while fatwas translate them to in more provisions detailed.

The difference is not show existence conflict, but rather reflect existence differentiation function in system law Islamic economics. Similarities base rules jurisprudence precisely become indicator strong that second instrument the law has consistency principle. With Thus, the rule jurisprudence transactions No only play a role as base formation contract, but also as factor main supporting

¹²Maharani and Juliana, *loc.cit* .

¹³ *Ibid*.

¹⁴Wahyuni et al ., *loc.cit* .

¹⁵Maharani and Juliana, *loc.cit* .

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harmonization between Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulama Council.

B. Contract Transactions in Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulama Council

The Compilation of Sharia Economic Law regulates contract transactions in a way systematic through provision normative which emphasizes the pillars and conditions contract. The structure includes subject law (parties), object contract, and statement will that is realized in form *ijab and qabul*. Third element This is component essential that determines legitimate or whether or not something contract in perspective law Islamic ¹⁶economics. With Thus, the Compilation of Sharia Economic Law places contract as something construction formal, systematic and structured law in framework law national.

In a way juridical, the arrangement shows that The Compilation of Sharia Economic Law functions as instrument codification Islamic law in field economy that aims For create certainty legal *certainty*. Codification This has an important meaning Because capable integrating Islamic jurisprudence norms previous transactions spread in various literature classic to in something system organized and enforceable law implemented in a way effective by the institution court. ¹⁷In this case This, the Compilation of Sharia Economic Law does not only functioning as guidelines normative, but also as tool unification law in practice religious courts in Indonesia.

More further, structure contract in The Compilation of Sharia Economic Law also reflects approach formalistic in law contract, where the validity the contract is very much determined by the fulfillment of elements that have been determined in a way normative approach This in line with principle certainty law is one of the main pillars in system law national. However Thus, the approach the formalism remains accommodate values substantive in Islamic law, such as justice (*al-'adl*), benefit (*maslahah*), and balance of the parties.

On the other hand, the Fatwa of the National Sharia Council of the Indonesian Ulama Council regulates contract transactions with a more approach detailed and contextual. The fatwa does not only explain pillars and conditions contract in a way general, but also provides provision technical about implementation contract in product Islamic finance, such as *murabahah*, *mudharabah*, and *ijarah*.¹⁸ Arrangement This arranged with consider need practice institution Islamic finance continues to grow develop along with dynamics modern economy.

Flexible and adaptive characteristics of fatwas show that the Fatwa of the National Sharia Council of the Indonesian Ulama Council functions as instrument responsive law to change social and economic. In the context of this, fatwa also as guidelines operations that provide solution practical to various problem transaction economy contemporary.

The Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulama Council shows existence differentiation function in system law Islamic economics in Indonesia. The Compilation of Islamic Economic Law plays a role as a basic norm that provides framework law general and specific tie in context judiciary, while fatwas play a role as an operational norm that provides details technical in implementation agreement in the field. With thus, both the instrument is not is at in mutual positions contradictory, but rather each other complete in build system comprehensive law.

Connection between second the instrument can understood as form integration between norms. The Compilation of Sharia Economic Law provides runway normative in nature abstract and universal, while the Fatwa of the National Sharia Council of the Indonesian Ulama Council translates the norm into in form detailed concrete. This integration become important For bridge gap between theory and practice in law Islamic economics.

With Thus, the structure contract transactions in second instrument the law reflects something a system that does not only emphasize aspect formality law, but also accommodate need practical in transaction economy. This is show that system law Islamic economics in Indonesia has adaptive, integrative, and balance - oriented character between certainty law and flexibility in implementation.

C. Harmony Analysis between Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulama Council

Harmonization between Compilation of Sharia Economic Law (KHES) and Fatwa of the National Sharia Council of the Indonesian Ulama Council (DSN-MUI) can analyzed through three aspect main, namely substance, structure and function of norms, as well as implementation.

a. Aspect Substance

In terms of substance, Compilation of Sharia Economic Law and Fatwa of the National Sharia Council of the Indonesian Ulama Council has similarities in principle base law sharia economics. Second the instrument acknowledges principle ability in

¹⁶Alimuddin, "Form Named Contracts in Islamic Financial Institutions," *AMAL Journal*, 2020, p. 45.

¹⁷Soerjono Soekanto, *Op. Cit.*, p. 67.

¹⁸Ikram et al., *loc.cit.*

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muamalah (*al- ashlu fil mu'amalat al- ibahah*) as well forbid practices that contain element usury, gharar, and maisir.¹⁹ Similarities This show that both of them rooted in the source the same Islamic law, namely the Qur'an, hadith, and rules jurisprudence transactions.

Harmony the substance can seen in arrangement various contracts, including murabahah, mudharabah, and ijarah. Although there is difference in formulation and level details, provisions in KHES and Fatwa DSN-MUI basically leading to the same goal, namely give base for implementation transactions that meet sharia principles and give clarity about connection law of the parties.

b. Aspect Structure function of norms

In this aspect structure norm function, there is difference level arrangement between Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council. Compilation of Sharia Economic Law compiled in form codification law of a legal nature general, so that contains the applicable basic norms in a way broad. On the other hand, the Fatwa of the National Sharia Council of the Indonesian Ulema Council was compiled in a way with objective give guide technical in practice contract transactions.

The difference shows existence differentiation function in system law Islamic economics. KHES provides framework regulations that are more systematic and general, while the DSN-MUI Fatwa provides more guidelines specific in accordance with character contract or transactions that become object of the fatwa. Therefore that, the difference level the setting does not appropriate understood as connection between the more norms higher and higher norms low, but rather as difference function and space scope settings. Findings research also shows that difference structure between KHES and the DSN-MUI Fatwa more reflect distribution function than norm conflict.

c. Aspect Implementation

In this aspect implementation, the DSN-MUI Fatwa has role important in give guidelines sharia compliance for implementation various activities and products sharia economics. This fatwa is one of the references in development and implementation product sharia- based, including contract murabahah, mudharabah, and ijarah. These roles show responsive character of DSN-MUI Fatwa to development need transaction Islamic economics.

Temporary that, KHES has role important in give framework normative in settlement dispute Islamic economics. In the context of justice, KHES is used as one of the guidelines in check and complete case sharia economy. With Thus, the difference function implementative between KHES and the DSN-MUI Fatwa is not show existence conflict, but rather show that second the instrument can used in different contexts in accordance with each character and function. These differences show existence relationship that is complementary in implementation law Islamic economics.

D. Analysis Critical to Harmonization

Although The Compilation of Sharia Economic Law (KHES) and the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) show level strong harmonization in aspects principles and substance agreement, the harmonization has not yet been fully reflected in uniformity terminology, construction settings, and levels details provisions. The difference is related with the character and function of each instrument. KHES has character normative and systematic through arrangement contract transactions in form codification, while the DSN-MUI Fatwa has more characters technical and applicable in give guidelines to implementation contracts and developments transaction Islamic economics.

In a way juridical, differences terminology and construction arrangement need get attention Because can influence the process of interpretation and application of norms, in particular in settlement dispute Islamic economics. Differences term between KHES and the DSN-MUI Fatwa is not can direct viewed as conflict of norms, but need analyzed based on substance, purpose, and context respective settings. If difference terminology No accompanied by with adequate understanding to draft the underlying contract, the condition has the potential cause difference interpretation to the rights and obligations of the parties. Therefore that, the implementation second the instrument requires approach systematic interpretation so that the differences formulation No develop become uncertainty law. This is in line with findings in study that difference between KHES and the DSN-MUI Fatwa more related with approach formulation and implementation of norms rather than difference principle.

In context harmonization law, the condition is more appropriate understood as harmonization functional. Harmonization functional No requires uniformity all over formulation of norms, but emphasize suitability principles, functions and objectives of each instrument With Thus, the difference arrangement between KHES and the DSN-MUI Fatwa is still can accepted throughout No cause conflict of norms and fixed allows achievement objective law Islamic economics. KHES provides framework systematic normative, while the DSN-MUI Fatwa provides more guidelines specific to needs and development sharia transactions. This relationship shows that second instrument own different functions, but can Work in a way each other complete. Findings in research also shows that difference level arrangement between KHES and the DSN-MUI Fatwa is not nature contradictory, but rather show existence connection complementary.

¹⁹ Seftians dkk ., *loc.cit.*

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However Thus, harmonization The functional has limits. The difference character between codified norms and more specific guidelines technical can cause problem when development practice Islamic economics is taking place more fast than normative updates that are codificative. The DSN-MUI fatwa can give response to need transactions and products the growing sharia economy, while KHES as codification No always experience change in the same time. This condition shows importance mechanism update law for development practice Islamic economics remains get runway adequate normative.

Further criticism related with standardization terminology contract. Terminology in law Islamic economics has an important meaning Because related with character contract, object transactions, rights and obligations of the parties, and consequence the law it gives rise to. Therefore that, the difference term between KHES and the DSN-MUI Fatwa is necessary minimized to terms that have consequence juridical. Standardization No means standardize all over formulation, but ensure that terms used own meaning and consequences consistent law. With thus, judges, institutions Islamic finance, the Sharia Supervisory Board, and the parties in contract own base relative understanding The same in apply provision law Islamic economics.

besides that, harmonization need seen in context implementation. Research in the file shows that the DSN-MUI Fatwa plays a role give guidelines in stage implementation transactions, while KHES has role important in settlement dispute Islamic economics. Differences the function is basically can create mutual relationship complement. However, its effectiveness is highly dependent on consistency. understanding and application of norms by institutions that use them second the instrument. Therefore that, comprehensive coordination and understanding about the relationship between KHES, DSN-MUI Fatwa, and regulations related become important For prevent occurrence difference interpretation.

With thus, criticism to harmonization of KHES and DSN-MUI Fatwa is not directed to conclusions that second the instrument is experiencing disharmony, but still the need strengthening mechanism synchronization. The harmonization that has been formed at the level principle need followed with harmonization terminology, structure settings, as well as mechanism implementation. KHES updates in general Periodic review is also necessary so that the codified provisions still capable respond development contract and practice sharia economy. This is in line with with recommendation in script the beginning that emphasizes importance standardization terminology, coordination inter-agency, and KHES updates.

With Thus, harmonization between KHES and the DSN-MUI Fatwa can assessed strong in a way principled and substantive, but Still need strengthening of aspects terminology, synchronization settings, and implementation. The differences that exist in second the instrument is basically is consequence from differentiation their respective functions. Therefore that, the goal harmonization No For remove all over differences, but rather ensure that the difference is not cause conflict of norms and uncertainty law. Approach thus allows law the sharia economy is growing in a way adaptive with still maintain consistency principles and certainty law.

IV. CONCLUSIONS

First, the Compilation of Sharia Economic Law has character normative and systematic Because arrange contract transactions in form codification law that contains pillars, conditions, and principles general contract. On the other hand, the Fatwa of the National Sharia Council of the Indonesian Ulema Council has character technical and applicable Because give guidelines details in implementation. Differences the character shows existence differentiation function in system law Islamic economics in Indonesia.

Second, the Compilation of Sharia Economic Law and Fatwa of the National Sharia Council of the Indonesian Ulema Council have similarities base normative sourced from rules jurisprudence muamalah. Second the instruments are the same based on the principle ability transactions, principles the willingness of the parties, and prohibition to practices that contain element usury, gharar, and maisir. Similarities This show existence consistency principle in system law Islamic economics.

Third, harmony between The Compilation of Sharia Economic Law and Fatwas of the National Sharia Council of the Indonesian Ulema Council is of a legal nature. complementary and functional. The Compilation of Sharia Economic Law functions as framework normative in settlement disputes, while the Fatwa of the National Sharia Council of the Indonesian Ulema Council functions as guidelines technical in practice economy. With thus, both the instrument is not is at in mutual relationship contradictory, but rather each other complete in form system law Islamic economics.

Fourth, research this also found that although Lots harmony, still there is a number of asynchrony in arrangement contract due to difference construction and details arrangement contract. However Thus, the asynchronization is not nature contradictory.

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