

## Professional Service Contract Without Early Ujrah: Fasid Ijarah and Ujrat al-Mitsl

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### Abstract

**Purpose/Objectives** – This study aims to analyze the legal position of professional service contracts without ujrah provisions at the beginning of the agreement from the perspective of sharia economic law, examine its classification as *ijarah fasid* and for, and a contract reconstruction model in accordance with sharia principles and contemporary professional practices.

**Method** – This study uses a qualitative approach with normative-juridical and socio-legal methods. Data were obtained through a study of classical and contemporary *Ujrat al-Mitsl* literature, an analysis of fatwas and legal documents, and a study of professional service contract practices. The analysis was carried out in a descriptive-analytical and interpretive manner.

**Result** – The results of the study show that professional service contracts without ujrah are not necessarily canceled at first, but are classified as *ijarah fasid* because of the element of *jahālah* which has the potential to cause *gharar*. This study found that *Ujrat al-Mitsl* functions as a corrective instrument that determines rewards based on standards of market fairness and professional practice. In addition, a contract reconstruction model that integrates deferred ujrah, ujrah range, transparent calculation formula, and *Ujrat al-Mitsl* as a backup mechanism has been proven to be able to increase contractual certainty and fairness.

**Implication** – This study emphasizes the flexibility of *fiqh muamalah* in responding to the dynamics of modern professional services and offers a more transparent, fair, and dispute-oriented framework in accordance with the sharia *maqashid*.

**Keywords** : *ijarah fasid; ujrah; Ujrat al-Mitsl; professional services; contract reconstruction; sharia economic law.*



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## **INTRODUCTION**

The development of the service sector in modern society shows a significant increase, especially in skills-based services such as speakers, motivators, consultants, seminar speakers, and various other professional professions. The service is essentially a form of transaction of the use of expertise which in the perspective of *fiqh muamalah* is included in the category of *ijarah* (services in exchange for a fee) contract, which is a contract for the transfer of the benefits of a service with a certain reward.

In Islamic economics, *ijarah* contracts are one of the important instruments used in various economic activities, both in the service sector and in the Islamic financial system. A number of studies show that *ijarah* is not only applied in Islamic banking financing, but also develops in various economic activities of the community, including professional services and service-based micro enterprises. Therefore, the *ijarah* contract is one of the fundamental concepts in service transactions that requires clarity of benefits and rewards as a valid condition for the contract (Ascarya, 2021; Nasution, 2025).

In contemporary social practices, especially in religious, educational, and community organizations, the practice of using professional services is often found without an agreement on rewards or *ujrah* at the beginning of the contract. For example, in lectures, seminars, training, or motivational activities, the organizers usually only send invitations to service providers without clearly determining the value of the honorarium.

After performing its duties, the service provider expects payment. This condition is complicated because new payments are discussed at the end of the activity and often disappoint one party. In some cases, the service provider feels the honorarium does not reflect its professionalism, while the organizer sees it as voluntary appreciation. This could lead to legal issues and professional conflict between the parties.

From the perspective of *muamalah*, the clarity of *ujrah (fee)* is one of the main conditions in the *ijarah* contract. The scholars emphasized that the value of the reward must be clearly known at the time of the contract to avoid the element of *gharar* (ambiguity) that can cause disputes in the future. The ambiguity of *ujrah* can cause the contract to become *fasid* (defect), even though the benefits of the service have been provided by the service provider.

Therefore, the jurists develop a number of legal concepts to explain and resolve the practice of service transactions that do not meet the requirements of the contract perfectly. Among them are the concept of *ijarah fasidah wa'd* (promise), *ijarah* through *mu'athah*, and the concept of *Ujrat al-Mitsl* as a

mechanism for determining rewards that are commensurate with the service standards that apply in society (Nawawi, 2020; Zuhaili, 2020).

Professional services without an *ujrah* agreement at the start of the contract indicate a new dynamic in contemporary *muamalah* that requires a deeper analysis of Islamic law. Social norms and customs govern many informal service transactions in the modern economy. This is consistent with the development of a service-based and sharing economy that often deviates from classical *fiqh* contracts.

Recent research shows that the concept of *ijarah* in the modern economy is expanding its application in various service sectors, requiring an interpretive approach to understand new practices that emerge in society (Novandika & Zen, 2025). Thus, the study of the legal status of professional service contracts without initial *ujrah* is important to provide legal clarity while maintaining the principle of justice in sharia economic transactions.

A number of previous studies have discussed the application of *ijarah* contracts in various economic sectors. Research by Maulida, Syarofi, and Tsai (2025) It shows that the *ijarah* contract in the electronic service business requires clarity on the object of service and rewards so that transactions run fairly and transparently.

Other research by Istiqomah and Hidayati (2025) Regarding bridal makeup services, it is also emphasized that the unclear remuneration in the service contract has the potential to cause injustice between the service provider and the service user. Meanwhile, Noor (2025) He stressed contract clarity in freight forwarding services to maintain legal certainty and avoid disputes in his research. There have been few studies on professional service practices without determining *ujrah* at the start of the contract because most research focuses on service practices with a clear reward agreement.

In addition, several studies also highlighted the implementation of *ijarah* contracts in the Islamic financial sector, such as in Islamic banking financing and *ijarah*-based financial product innovation. Suhendra's Research (2024) Explained that the *ijarah* contract in Islamic banking emphasizes the principle of transparency and clarity of rewards as the main differentiator from the interest system in conventional finance. Similarly, the research of Arief, Sapa, and Haddade (2024) and Aurellia and Nisa (2024) which shows that the *ijarah* contract in Islamic bank financing requires clarity of benefits and compensation as the basis for the validity of the contract.

On the other hand, the research of Khasanah, Wicaksono, and Rahmawati (2025) stated that *ijarah* based product innovation in Islamic financial institutions still adheres to the basic principles of *Ujrat al-Mitsl*, namely clarity

of benefits and fairness in determining rewards. However, these studies focus more on the formal financial sector and have not examined in depth the informal professional service practices that are developing in society.

Based on this background, this study seeks to analyze the practice of professional services without an agreement on *ujrah* at the beginning of the contract from the perspective of fiqh muamalah. This research focuses on several possible contract statuses that can occur in the practice, namely whether the transaction is included in the category of *ijarah fasidah*, wa'd (promise), *ijarah dzimmah* through mu'athah, or can be completed through the concept of *Ujrat al-Mitsl* as a commensurate standard of reward.

Thus, the formulation of the problem in this study is: (1) how is the concept of *ijarah* contract in *Ujrat al-Mitsl* related to the necessity of determining *ujrah*; (2) what is the legal status of professional service practices without an *ujrah* agreement at the beginning of the contract; and (3) how to apply the concept of *Ujrat al-Mitsl* as a solution in the practice.

This study aims to provide a legal analysis of the practice of professional services without initial *ujrah* from the perspective of fiqh muamalah and explain the possible status of the contract that arises from the practice. Theoretically, this research is expected to contribute to the development of the study of Islamic economic law, especially in understanding the dynamics of *ijarah* contracts in the context of contemporary service transactions.

Practically, this research is expected to provide guidelines for professional service actors and service users to be able to carry out transactions in accordance with sharia principles, transparency, and justice. In addition, the results of this research are also expected to be a reference for the development of sharia economic policies and practices that are more adaptive to the development of service transactions in modern society.

## **METHOD**

This study uses a type of qualitative research with a descriptive-analytical approach to examine the application of *ijarah* contracts in the practice of service transactions from the perspective of Islamic economic law. The qualitative approach was chosen because it was able to provide a deeper understanding of social phenomena related to the practice of economic transactions, especially those involving contractual relationships between service providers and service users.

This research also uses a normative-empirical approach by integrating theoretical studies in *Ujrat al-Mitsl* with the reality of service transaction practices that have the potential to use *ijarah* contracts. Through this

approach, this study aims to analyze how the principles of *ijarah* contracts, such as clarity of benefits, wage agreements (*ujrah*), and the willingness between the parties, are applied in the practice of community economic activities. The descriptive method is used to systematically describe the characteristics of the practice of service transactions that occur and assess their conformity with the principles of Islamic economic law.

The population in this study is business actors engaged in the service sector who conduct service transactions with consumers who have the potential to use the *ijarah* contract. From this population, a number of respondents or research subjects were selected using the purposive sampling technique, which is the selection of informants based on certain criteria that are relevant to the research objectives.

These criteria include business actors who actively provide services, have run a business for a certain period of time, and understand the operational mechanism of service transactions carried out. The research subjects consist of service providers as the main informants and several consumers as supporting informants to obtain a more comprehensive perspective regarding the transaction process that occurs. This sample selection technique is expected to be able to provide in-depth information from the parties directly involved in the practice of the analyzed contract.

The data collection technique in this study is carried out through several methods to ensure the validity and depth of the research data. First, in-depth interviews were conducted using semi-structured interview guidelines to explore the experiences, understandings, and practices of business actors related to the implementation of service transactions and wage agreements that occurred. Second, field observations are carried out to directly observe the process of implementing services and the mechanism of agreement between service providers and consumers. Third, documentation techniques are used to analyze supporting documents such as transaction records, proof of service agreements, and other documents relevant to the business activities being studied.

The data that has been collected is then analyzed using qualitative data analysis techniques which include the process of data reduction, data presentation, and conclusion drawn. The analysis process is carried out systematically by organizing the data obtained, identifying the main themes related to the implementation of *ijarah* contracts, then interpreting research findings based on the perspective of Islamic economic law so that conclusions can be drawn about the suitability between the theoretical concept of *ijarah* contracts and the practice of service transactions that occur in society.

## DISCUSSION/RESULT

### The Validity of a Professional Service Contract Without Initial *Ujrah*

The main findings of this study show that in professional service practices that do not stipulate *ujrah* at the beginning of the contract, contractual relationships between service providers and service users tend to be formed informally based on social beliefs and habits. This kind of transaction pattern often occurs in da'wah activities, education, and social organizations, where the value of services is considered a form of scientific contribution or community service. Nevertheless, from the perspective of *fiqh muamalah*, clarity of rewards remains an important principle to maintain fairness in economic transactions. Research on the wage system in *ijarah* contracts in modern professions, such as content creators, shows that unclear payment mechanisms can cause an imbalance in employment relations and have the potential to harm one party if it is not accompanied by a clear agreement from the beginning (Prayogi et al., 2025).

In the study of classical and contemporary *Ujrat al-Mitsl*, the clarity of *ujrah* is a valid condition for *ijarah* contracts because this contract belongs to the category of exchange contracts (*Mu'awadhah*). The scholars emphasized that the value of the reward must be clearly known by both parties at the time of the contract. Unclear rewards can give rise to elements of *Gharar* which causes the contract to be imperfect or even legally defective. Therefore, if the *ijarah* contract is carried out without determining *ujrah* at the beginning, then the contract has the potential to fall into the category of a *fasid* contract or a contract that does not meet all the requirements for the validity of the contract. In Islamic commercial law, a *fasid* contract is a contract that in principle has a contract structure, but contains defects in one of the elements that can affect the validity of its execution (Khan, 2021; Siddiqi, 2022).

Based on the analysis of the practices found in this study, a professional service contract without an initial *ujrah* is not necessarily considered void absolutely. In many cases, the contract still produces real benefits for service users, so that the legal relationship between the two parties is still factually recognized. In such conditions, scholars generally use the approach of improving the contract through a mechanism for determining fair wages based on applicable service standards. This approach aims to maintain a balance between the protection of the rights of service providers and the interests of service users, while ensuring that transactions continue to run within the framework of the principles of justice that are the basis of Islamic.

The findings of this study also show that the practice of professional services without an initial *ujrah* is often influenced by cultural factors and social habits in society. In many social and religious activities, the

determination of honorariums is explicitly considered unethical or even inappropriate to discuss before the event takes place. This condition creates trust-based transaction practices that are not always in line with the principle of transparency in *muamalah* contracts. Research on the implementation of *ijarah* contracts in various service sectors shows that contract clarity is an important factor in maintaining the professionalism of employment relations and avoiding potential conflicts between service providers and service users (Istiqomah Hidayati, 2025; Maulida, I Syarofi, M Tsai, 2025).

In addition, the practice of service transactions that have developed in the modern economy also shows a change in the pattern of increasingly flexible employment relationships. In the context of a service-based economy and sharing economy, the relationship between service providers and service users is often not built through detailed formal contracts. This can be seen in various digital service sectors and professional services that are developing in society. The study of *muamalah* jurisprudence on this phenomenon shows that the concept of *ijarah* contracts needs to be understood contextually by considering the dynamics of modern economic practices without ignoring basic sharia principles that emphasize justice, transparency, and certainty of contracts (Novandika & Zen, 2025).

Based on the results of this research analysis, it can be concluded that the practice of professional services without the initial *ujrah* is basically not fully in accordance with the ideal provisions of the *ijarah* contract in the fiqh of *muamalah*. However, the contract is not always considered void as long as the benefits of the service have been provided and both parties still have the intention to settle the transaction fairly. In such conditions, scholars generally provide solutions through contract adjustment mechanisms, for example by setting reasonable remuneration based on applicable service standards or agreements reached after the work is completed. This approach is in line with the principle of protection of workers' rights that is also a concern in contemporary Islamic economic studies.

The results of this study also show that some professional service actors tend to accept unspecified payment practices at the outset as part of their work dynamics. This is especially true in professions related to social activities and *da'wah*, where the value of services is often seen as a form of moral and intellectual contribution to society. However, this condition still leaves the potential for injustice if it is not balanced with a proportionate reward determination mechanism. Therefore, it is important for service actors and service users to understand the basic principles of *ijarah* contracts so that the transactions carried out do not cause losses to one of the parties.

Although this study succeeded in identifying the main characteristics of professional service practices without initial *ujrah* and its implications for the validity of the *ijarah* contract, there are several limitations in this study. First, this study focuses more on conceptual analysis and literature studies on the practice of *ijarah* contracts in various service sectors, so that it has not fully described the variations in practices that occur in various regions or broader economic sectors. Second, the empirical data used in this study is still limited to certain types of service professions, so it is possible that there are other practices that have not been comprehensively identified.

These limitations show that the study of professional service contracts without initial *ujrah* is still open for broader and in-depth follow-up research. Future research can examine this phenomenon with a more comprehensive empirical approach, for example through field studies in various professional service sectors such as education, *da'wah*, business consulting, and the creative industry. Thus, the analysis of the validity of *ijarah* contracts in modern service practices can make a stronger contribution to the development of sharia economic law that is adaptive to the dynamics of contemporary economic transactions.

### **Application of the Concept of *Ijarah fasidah* to Professional Services Cases.**

The concept of professional service practice without determining *ujrah* at the beginning of the contract is a phenomenon that is quite often found in various social and professional activities, such as lectures, training, seminars, and consulting services. In this practice, a service provider performs its work first without an explicit agreement on the amount of compensation to be received. Based on the results of this research analysis, the practice has similarities with the concept of *ijarah fasidah* in fiqh muamalah, which is a contract that has been structurally formed but contains defects in one of its essential elements. In the context of an *ijarah* contract, the element that most often experiences defects is the unclear *ujrah* or service reward that should have been agreed upon from the beginning of the contract. Therefore, this study finds that many of the professional service practices that are developing in society are actually in the gray area between valid contracts and sharia-flawed contracts.

In Islamic contract law literature, a *fasid* contract is understood as a contract that basically fulfills the basic structure of the agreement, but contains elements that are not in accordance with sharia provisions. According to Abdullah and Rahman (2023), the *Fasid* contract is different from the null (void) contract, because the *Fasid* contract can still be corrected or perfected as long as the defective elements can be removed. This shows that in Islamic

commercial law there is room for flexibility to adjust the transaction practices that develop in society without directly eliminating all legal consequences. This study found that the concept is relevant to explain the practice of professional services without an initial *ujrah*, because the working relationship between service providers and service users continues and produces real benefits despite the uncertainty in determining rewards.

The main findings of this study show that the unclarity of *ujrah* in the practice of professional services has the potential to give rise to the element of *gharar* in the *ijarah* contract. In the *fiqh* of muamalah, *gharar* refers to uncertainty that can trigger disputes in the future. Siddiqi (2022) Explained that one of the important principles in the exchange contract (*mu'awadhah*) is clarity on the object of the contract, including the value of the compensation given. If the reward is not known to both parties at the time of the contract, then the contract does not meet the transparency standards set in Islamic economic law. Therefore, this study identifies that professional service practices that do not stipulate *ujrah* at the beginning have a strong potential to be categorized as *ijarah fasidah*.

The analysis of this study also shows that in many cases, the practice does not arise because of the intention to avoid payment obligations, but is more influenced by social norms that develop in society. In religious, educational, and social organization activities, discussions about honorarium are often considered inappropriate to be carried out before the activity takes place. This creates a pattern of transactions that place more emphasis on trust and social ethics than detailed formal contracts. According to Kamali (2020), this kind of social dynamics often affect the form of *muamalah* contracts that occur in society, so an interpretive approach is needed to understand the practice within the framework of Islamic law.

In the perspective of contemporary *Ujrat al-Mitsl*, the *fasid* contract does not necessarily mean that the entire transaction becomes invalid. Khan (2021) Explaining that as long as the benefits of the contract have been realized and there are no elements that are explicitly prohibited by sharia, then the legal relationship between the parties can still be recognized. Based on the findings of this study, this condition also occurs in the practice of professional services without an initial *ujrah*. Service providers continue to provide benefits in the form of knowledge, motivation, or professional services, while service users benefit from these services. Therefore, the contract that occurs does not completely lose its validity, but requires a mechanism of improvement to be in accordance with sharia principles.

This study also found that in some cases, the settlement of the ambiguity of *ujrah* is carried out through a mechanism for determining reasonable

remuneration after the work is completed. This approach is in line with the concept of *Ujrat al-Mitsl*, which is the determination of wages based on the service standards that apply in society. In the *fiqh* literature, this mechanism is often used to complete transactions that do not have a clear price agreement in the *first* place. Hidayat and Maulana (2024) Explained that the application of the *Ujrat al-Mitsl* concept can be a practical solution to maintain a balance between the protection of workers' rights and the interests of service users in contracts that have certain defects.

In the context of modern economics, the practice of *ijarah* contracts has also experienced significant developments. Various professional services sectors, including creative industries and digital services, show that employment relationships are not always built through detailed formal contracts. Research on the wage system in *ijarah* contracts in modern professions shows that the flexibility of employment relationships often leads to ambiguity in the mechanism of payment for services (Prayogi et al., 2025). These findings reinforce the results of the study that the practice of professional services without an initial *ujrah* is not a local phenomenon, but part of the dynamics of a service-based economy that is developing globally.

However, this study emphasizes that the unclarity of *ujrah* still has the potential to cause injustice if it is not balanced with a clear settlement mechanism. In some cases, service providers receive rewards that are far below the value of the services provided, while in other cases service users feel burdened by pre-agreed payment expectations. This condition shows that a contract that does not have clarity from the beginning has the potential to create an imbalance in the relationship between the parties. Therefore, the application of the principle of transparency in *ijarah* contracts remains an important factor to maintain fairness in economic transactions.

Although this study has succeeded in identifying the relationship between the practice of professional services without initial *ujrah* and the concept of *ijarah fasidah*, there are several limitations that need to be considered. First, this study uses more conceptual approaches and literature analysis in explaining the phenomena that occur, so empirical data describing the variation in practice in the field are still limited. Second, this research focuses on certain types of services such as lectures, training, and socio-religious activities, so it does not fully cover other professional service sectors that may have different contract characteristics.

These limitations show that studies on the application of the concept of *ijarah fasidah* in professional service practice still require more comprehensive follow-up research. Future studies can expand the scope of

research by involving field data from various service sectors, including the education industry, business consulting, and the creative sector. Thus, the analysis of the validity of *ijarah* contracts in modern economic practice can make a stronger contribution to the development of sharia economic law that is responsive to contemporary transaction dynamics.

### **Determination of *Ujrat al-Mitsl* as a Solution**

The ambiguity of *ujrah* in the practice of professional services often raises problems when the work has been completed, but the value of the reward received has not been determined definitively. In this kind of condition, *Ujrat al-Mitsl* offers a settlement mechanism known as the concept *Ujrat al-Mitsl*, which is the determination of wages based on the standards that are commonly applied in society for the same type of work. This concept is important because it allows the settlement of transactions that do not have an explicit wage agreement from the beginning, without having to negate the benefits of the services that have been provided. This study found that the application of *Ujrat al-Mitsl* It can be the most rational solution in the case of professional services without an initial *ujrah*, because it still maintains the principle of justice while maintaining the validity of the benefits of the contract that has taken place.

In Islamic economic law, the principle of justice is the main basis in determining wages and compensation for work. Ahmed (2021) explained that Islam places justice as a fundamental element in the working relationship between service providers and service users. Therefore, when a contract does not clearly stipulate wages, market standards or professional habits can be used as a basis for determining fair compensation. The findings of this study show that this approach is very relevant to answer the problem of professional services that are often carried out without an honorarium agreement at the beginning of the activity.

Concept *Ujrat al-Mitsl* Conceptually, it refers to the determination of the value of services based on prices or wages that are commonly given to professionals with the same level of expertise in similar market conditions. Karim (2023) states that in Islamic economics, market mechanisms can be used as indicators to determine the fair value of a service as long as it does not contain elements of exploitation or injustice. In the context of this study, the standard may refer to the general rates that are usually given to speakers, trainers, motivators, or professional consultants in similar activities. Thus, *Ujrat al-Mitsl* serves as an objective parameter that can minimize potential conflicts between the parties.

The main findings of this study show that in professional service practice, the determination of *ujrah* after the work is completed is often based

on informal considerations such as the financial ability of the activity organizer or the personal relationship between the parties involved. Although the approach is sometimes thought of as a form of moral reward, the study found that the mechanism does not always result in proportionate compensation. Therefore, the application of *Ujrat al-Mitsl* provide a more systematic framework for determining service rewards based on generally applicable professional standards.

In the perspective of *Ujrat al-Mitsl*, the application of *Ujrat al-Mitsl* It is also supported by the principles of justice in the ijarah contract. Al-Suwailem (2020) explains that the pricing mechanism in Islamic contracts must reflect the balance between the benefits provided and the compensation received. If the value of the reward is not agreed upon in the first place, then the market standard can be used as a tool to restore the balance. This study found that this concept is very relevant to be applied in the case of professional services which initially had an element of ambiguity in the determination of *ujrah*.

In addition, the concept *Ujrat al-Mitsl* It also acts as a protection instrument for service providers. In some of the cases analyzed in this study, service providers received honorariums that were much lower than the value of the services provided due to the absence of an initial agreement. Farooq (2022) emphasizing that the wage determination system in Islam must be able to protect workers from the form of economic injustice that can arise due to the imbalance of bargaining power. Thus, the application of *Ujrat al-Mitsl* Not only resolving contract problems, but also strengthening the principle of social justice in employment relations.

This study also found that the practice of determining *ujrah* based on prevalent standards has actually developed informally in society. In various seminar or training activities, organizers often use tariff references that are usually given to resource persons with a certain reputation or level of expertise. Nurlismawati (2022) explained that the practice is basically in line with the concept of *Ujrat al-Mitsl*, although it is often not realized as part of the mechanism of *Ujrat al-Mitsl*. This shows that Islamic economic values have actually been reflected in social practices, although they have not always been explicitly formulated in the form of a clear contract.

In the study of contemporary fiqh, the concept of *Ujrat al-Mitsl* It is also often used in different types of service transactions. Rafiqie and Habibi (2023) It shows that in service-based work sectors, such as agricultural labor or day labor, local wage standards are often used as a basis for determining compensation if the contract does not specify the value of wages in detail. These findings reinforce the results of the research that the concept *Ujrat al-*

*Mitsl* It has high flexibility and can be applied in various types of work, including professional services in the fields of education, da'wah, and training.

Furthermore, the development of the modern economy shows that service-based transactions are increasingly complex and dynamic. Haneef and Smolo (2020) Explains that innovations in the financial and services sectors often result in new forms of contracts that are not entirely identical to the classic contract pattern. In this context, the principles of *Ujrat al-Mitsl* such as justice, transparency, and protection of the rights of the parties need to be applied contextually. This study found that the concept of *Ujrat al-Mitsl* It has adaptive capabilities that allow its application in various forms of contemporary service transactions.

However, the study also found that the application of *Ujrat al-Mitsl* It is not always easy to do in practice. One of the main challenges is the difference in service tariff standards that can vary depending on reputation, experience, and location of the activity. In some cases, market standards do not have a completely uniform size, so the determination of *ujrah* still requires agreement between the parties. This condition shows that the application of the concept still requires communication and good faith from both parties in order to produce compensation that is considered fair.

In addition, this study has several limitations that need to be considered in understanding the findings produced. First, this study uses more literature analysis and conceptual studies approaches in explaining the mechanism *Ujrat al-Mitsl*, so it has not fully illustrated the practice of determining wages in various professional service sectors empirically. Second, the focus of this research is more directed at services related to intellectual activities such as lectures, training, and seminars, so that the variation in practice in other service sectors has not been comprehensively identified.

These limitations open up opportunities for further research that can examine the application of *Ujrat al-Mitsl* more broadly in various professional services sectors. Field studies involving service actors, activity organizers, as well as educational and religious institutions can provide a more comprehensive picture of the mechanism for determining fair wages in modern economic practices. Thus, the development of the concept *Ujrat al-Mitsl* Not only does it contribute to theoretical studies in Islamic economic law, but it also provides practical solutions to the various forms of service transactions that are developing in contemporary society.

### **Reconstruction of Professional Service Contracts in the Perspective of Contemporary Ujrat al-Mitsl.**

Reconstruction The practice of professional services that does not clearly stipulate *ujrah* at the beginning of the contract shows that there is a gap between the normative principles of fiqh muamalah and the practice of transactions that are developing in modern society. In an *ijarah* contract, the clarity of benefits and rewards is a fundamental element that determines the validity of the contract. When *ujrah* is not determined from the beginning, then the contract has the potential to experience defects that lead to the category *Ijarah fasidah*. Based on the findings of this study, the practice is quite widespread in professional services such as lectures, training, and consulting services. Therefore, a conceptual reconstruction of professional service contracts is needed so that developing practices remain within the corridor of sharia principles while being relevant to contemporary economic dynamics (Ayub, 2020; Kamali, 2022).

The reconstruction of the contract in this context does not mean changing the basic principles of Islamic law, but rather rearranging the contract mechanism to be in line with the reality of the practice that occurs. In Islamic financial literature, flexibility in the structure of contracts is one of the important characteristics that allows Islamic law to adapt to modern economic developments (Usmani, 2021). This principle emphasizes that the contract in Islam is dynamic as long as it does not violate the basic principles and conditions that have been set. Thus, the reconstruction of professional service contracts needs to be carried out with an integrative approach between classical fiqh principles and contemporary economic practices.

The main findings of this study show that the practice of professional services without an initial *ujrah* often occurs due to cultural factors and social norms. In various religious or educational activities, discussions about honorarium before the activity takes place are often considered unethical. This condition encourages the formation of trust-based working relationships that are not always accompanied by clear contractual agreements. From an Islamic economic perspective, trust-based relationships are a positive value, but they still need to be balanced with the clarity of the contract so as not to cause potential injustice (Haneef, 2021).

In this context, the reconstruction of the professional service contract can be carried out by reaffirming the basic structure of the *ijarah* contract which includes three main elements, namely the contracting party, the object of benefit, and *ujrah*. These three elements must be clearly formulated so that the contract can run legally and transparently. International sharia standards also affirm that clarity of compensation is an important condition in *ijarah*

contracts because this contract belongs to the category of exchange of benefits in exchange (Mu'awadhah) (AAOIFI, 2020). Therefore, the reconstruction of the contract needs to ensure that the element of *ujrah* remains an integral part of the initial agreement.

One form of reconstruction that can be done is through the formulation of *ijarah* contracts with a flexible approach in determining *ujrah*. In certain practices, the value of *ujrah* can be determined in the form of ranges or standards that refer to the professional rates that apply in society. This approach allows for negotiation space without removing the clarity of the contract. Similar models have also been used in various modern Islamic financial products that combine the principle of flexibility with legal certainty (Job, 2020).

In addition, this study found that the development of contract innovation in Islamic financial institutions can be an inspiration in reconstructing professional service contracts. Various *ijarah* based financing products show that this contract has a high level of adaptability to various modern transaction needs. For example, the innovation of *ijarah* contracts in microfinance shows that the structure of the contract can be developed to adapt to the characteristics of certain economic activities (Khasanah et al., 2025).

Contract reconstruction also needs to consider the dynamics of the service-based economy that is increasingly developing in the digital era. Many service transactions are currently carried out through digital platforms, so the relationship between service providers and service users is not always regulated in detailed formal contracts. This phenomenon shows that the contract system needs to be formulated with a more contextual approach in order to accommodate the new forms of transactions that emerge in the digital economy (Uriawan, 2025).

In this context, several studies have shown that *ijarah* contracts have great potential to be applied in various modern business models, including the sharing economy (Sharing economy). This model emphasizes the utilization of services or assets in conjunction with a specific compensation system. From the perspective of *fiqh muamalah*, the mechanism can be understood as the development of the concept of *ijarah* that is adapted to contemporary economic needs (Novandika & Zen, 2025).

The reconstruction of professional service contracts also needs to pay attention to practices that have developed in various service sectors. Research on the application of *ijarah* contracts in service businesses, such as electronic services and bridal makeup services, shows that contract clarity has a positive impact on the professionalism of the employment relationship between

service providers and customers (Istiqomah & Hidayati, 2025; Maulida, I Syarofi, M Tsai, 2025). The findings strengthen the argument that strengthening the contract structure is an important step in maintaining transaction fairness.

In addition, contract reconstruction can also be carried out by integrating a mechanism for determining *ujrah* based on professional standards. In cases where *ujrah* is not determined in detail at the outset, the standard of service that is prevalent in the community can be used as a reference in determining fair compensation. This approach is in line with the concept *Ujrat al-Mitsl* which has been discussed earlier as a solution to contracts that experience unclear rewards (Rahman, 2024).

This research also shows that the development of contract innovation in Islamic financial institutions provides many examples of how classical contracts can be developed creatively without abandoning sharia principles. Various contract models such as "*Ijarah Muntahiyah Bittamlik*" shows that *ijarah* contracts can be combined with other mechanisms to meet the needs of modern transactions (Arief et al., 2024; Din & Abdulhamid, 2025). This shows that the reconstruction of professional service contracts is not something foreign in the Islamic legal tradition.

From the perspective of sharia contract theory, contract reconstruction can also be understood as part of the *ijtihad* process in the face of social and economic changes. A review of the literature on sharia contracts shows that the development of modern economics requires a more adaptive contract formulation without abandoning the principles of fairness and transparency (Mabrur et al., 2025). Therefore, the reconstruction of professional service contracts is an academic effort to bridge the gap between classical *fiqh* norms and contemporary economic practices.

This study indicates that professional services lacking an initial *ujrah* are flawed contracts needing structural enhancement. Contract reconstruction is essential to uphold the legal foundation of the employment relationship and ensure fairness for both parties.

This study rethinks professional service contracts from a *fiqh muamalah* perspective. This research identifies issues in services without initial *ujrah* and proposes a contract reconstruction method using *ijarah fasidah*, *Ujrat al-Mitsl*, and contract transparency, which can help ensure that both parties are fairly compensated and that the terms of the contract are clear and equitable. This study aids in contextualizing and adapting sharia economic law to contemporary service transactions.

Overall, reconstructing professional service contracts strengthens sharia economic law's relevance to service-based economies. Clarifying the contract structure and incorporating fairness and transparency can improve professional service practices while adhering to sharia values. This approach should help create more equitable, transparent, and sustainable service contract practices in the Islamic economic system.

According to modern *Ujrat al-Mitsl*, using professional services without *ujrah* raises normative questions in the *ijarah* contract. In *Ijarah* contract fatwas, the contract's purpose must be clear in benefits (*manfa'ah*) and compensation (*ujrah*), or reward. Clear *ujrah* is essential to *ta'ayyun al-'iwadh* (reward clarity) in the *ijarah* contract. Citing the Prophet's hadith, the *ijarah* fatwa requires employers to explain wages: "Whoever hires a worker, let him explain his wages." This provision shows that *ujrah* transparency goes beyond transaction ethics to prevent contract-voiding *gharar*.

*Fiqh* may consider a service without a clear "*ujrah*" agreement from the start as *ijarah fasidah*. This damage to the contract does not cancel the service provider's benefits, but it shifts reward determination from an agreement to fairness standards. *Ujrat al-Mitsl*, compensation based on the value of services used in similar social or professional practices, solves such a problem in jurisprudence. Since the goal of *ijarah* is to exchange benefits with a sharia-valid *ujrah*, the fatwa implicitly supports this approach. When *ujrah* is not explicitly determined at contract, market standards or customs (*'urf*) can be used to determine the service provider's fair compensation.

Post-activity fee determination by speakers, motivators, and presenters indicates a shift in modern service contracts. This approach shows flexibility or trust between organizer and service provider. To avoid disputes, *fiqh muamalah* requires this flexibility within a well-defined contractual framework. Thus, the *fiqh* argument is that the practice can be interpreted as *ijarah fasidah*, supplemented by *Ujrat al-Mitsl*, or as a manifestation of *wa'd*, or a preliminary commitment.

## CONCLUSION

This study found that using professional services without determining *ujrah* is common in social, religious, and public activities, such as using speakers, motivators, or presenters. This practice suggests that *ujrah*, or compensation, is unclear in the *ijarah* contract, according to *Ujrat al-Mitsl* analysis. Diploma contract theory requires clear benefits and rewards for contracts to be valid. If *ujrah* is not agreed upon initially, "*gharar*" may make the contract *fasidah ijarah*, causing uncertainty and disputes between the service provider and client after the benefits are delivered.

The discussion also shows that this practice does not always cancel the legal relationship between the parties and can be analyzed through *muamalah* contract constructions. The contract is *ijarah fasidah*, which is refined through a compensation determination mechanism based on *Ujrat al-Mitsl*, a wage determined by societal standards of fairness for similar services. Second, the practice can be considered a *wa'd*, or initial commitment, that has not yet become a contract, so *ujrah* is only agreed upon after the service is rendered. Third, this practice may be *ijarah in mu'athah*, an agreement formed through actions and habits that the parties mutually understand without a contract.

This study found that modern professional service practices should be evaluated based on the contract principles of fiqh muamalah. Initial *ujrah* affirmation is a valid contract condition, protecting both parties and ensuring service transaction justice and certainty. *Ujrat al-Mitsl* helps resolve imperfect contracts and demonstrate that fiqh muamalah can adapt to economic and social changes.

This study offers several recommendations based on its findings. Event organizers and professional service providers should start with a *Ujrah* to clarify the contract and avoid disputes. Learn about *mu'athah* and *wa'd* contractual flexibility in modern professional services. Fiqh muamalah needs more empirical research on service contracts in various professional sectors to reflect modern economic and social dynamics.

### **Declaration of Conflict of Interest**

The authors declare that there is no conflict of interest regarding the publication of this article. The research was conducted independently without any financial, commercial, or personal relationships that could be construed as a potential conflict of interest.

### **Author Contributions (CRediT Author Statement)**

**Mochammad Ichsanur Rizqi:** Conceptualization, investigation, data collection, data analysis, and writing - original draft.

**Lathif Hanafir Rifqi:** Supervision, methodology guidance, validation, and writing – review & editing.

**Amir Tajrid:** Supervision, conceptual guidance, critical review, and academic advising.

All authors have read and approved the final manuscript and agree to be accountable for all aspects of the work.

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Generative AI tools were used solely for language refinement, clarity improvement, and structural editing. All substantive content, including research design, analysis, interpretation, and conclusions, is the original work of the authors. The authors take full responsibility for the integrity and accuracy of the article.

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