



Integration of Positive and Sharia Law Protection in the Practice of Car Rental Services: A Case Study in Makassar City

Mutiara Amanda¹, Andi Muhammad Aidil³

¹²³University of Muhammadiyah Makassar

Email: Mutiaraamanda803@gmail.com

Abstract

This research aims to analyze legal protection for car rental service business actors in Makassar City with a qualitative case study approach. The object of research is Makassar Car Rental A23, which was chosen because it reflects the general practice of the vehicle rental business. Data were obtained through observation, in-depth interviews, and documentation, then analyzed thematically. The results show that the contract mechanism used is still informal and based on social trust, without adequate legal documentation. Risks such as vehicle damage, default, and identity fraud have not been anticipated contractually. Business actors have a limited understanding of the Consumer Protection Law and rely more on non-judicial settlements. Ijarah agreements are only understood terminologically, not substantively, so they do not fully reflect sharia principles. The conclusion shows that legal protection has not been effective due to weak integration between positive legal norms, sharia principles, and social practices. Updating sectoral regulations, increasing legal literacy, and drafting ijarah-based contracts that are appropriate to the local context are needed. This research contributes to the strengthening of legal protection in sharia economic practices in the informal sector.

Keywords: Legal protection, car rental, ijarah contract, Islamic law, case study.

Introduction

The development of the car rental industry in Indonesia over the past two decades has shown a very significant trend. This growth reflects a response to social change and the increasing needs of urban communities for practical, flexible, and economical mobility without having to own a personal vehicle (Geertz, 1963). The increasing number of business trips, tourism activities, and other personal needs have encouraged people to prefer renting a car over buying their own vehicle, which requires high costs and long-term maintenance responsibilities (Fauzan, 2023). In the midst of these dynamics, car rental services are not only transformed as a daily mobility solution, but also as a strategic business sector in supporting the local and national economy (Widjaja, 2017; Amin, 2022).

In big cities like Makassar, the demand for car rental services is increasing along with the increasing mobility of people and goods. Makassar, as the economic and tourism center of South Sulawesi, has a fairly complex car

rental market segmentation, including local communities, tourists, business people, and government agencies. In the midst of this growth, there are various challenges faced by car rental businesses, including the risk of loss due to vehicle damage by the renter, identity fraud with fake documents, vehicle embezzlement, and payment defaults (Panjaitan, 2021; Prayuti, Yulianti, & Yutika, 2020). Meanwhile, from the consumer side, there are often complaints about additional costs not explained from the start, vehicle conditions that do not match the agreement, or unprofessional services (Putri, 2023). This condition indicates that the legal relationship between service providers and users still holds potential conflicts that need to be managed through a fair and comprehensive legal approach (Pradnyawati, 2020).

One concrete example occurred in 2020 in Toraja, South Sulawesi, when a tourist was charged extra for minor damages that were never explained in the rental contract. Non-disclosure of information and ambiguous contracts cause consumers to feel disadvantaged. On the other hand, in Makassar, there was a case where a renter used a fake identity and did not return the vehicle at the agreed time, causing huge losses to the business (Amin, 2022; Fauzan, 2023). These two examples illustrate how important clarity of agreement and legal protection are, not only for consumers but also for businesses (Kurniawan & Khotimah, 2021).

In the national legal framework, Law No. 8/1999 on Consumer Protection has provided a legal basis to regulate the relationship between business actors and consumers, including in the service sector (Satjipto Rahardjo, 2006). However, its implementation still faces a number of obstacles, especially in the car rental service sector, which has specific characteristics. Many business actors do not have an in-depth understanding of the provisions in this law, and often the contracts that are drafted do not accommodate the principles of fairness and adequate transparency (Mardani, 2012; Pradnyawati, 2020). In the context of civil law, Article 1548 of the Civil Code states that a lease is a reciprocal agreement, so that each party holds rights and obligations that must be carried out fairly. However, in reality, many lease agreements are not drafted in a professional and detailed manner, resulting in an imbalance of rights and obligations between the parties (Panjaitan, 2021).

From the perspective of Islamic law, leasing transactions in car rental services fall under the category of *ijarah* contracts, in which a person obtains the benefits of an item for a certain time in return for a certain amount of money (Zuhaili, 2003). The main principles of *ijarah* contracts include clarity, voluntary agreement, fairness, and transparency—principles that should be applied in the practice of car rental services (Usmani, 2002; Iqbal & Mirakhor,

2007). Unfortunately, in practice, many business actors and consumers do not properly understand the terms and conditions of the ijarah contract (Rahman, 2021). This has led to the emergence of sharia-compliant contracts that are weak, even void, because they do not meet the required standards of fairness and agreement (Fathurrohman, 2022; Karomah, Putra, & Maulida, 2022).

The main problem that can be identified from this background is the weak legal protection of car rental service business actors, both from a positive law aspect and from a sharia perspective. Many business actors do not get legal security guarantees when facing consumers who default or act fraudulently (Amin, 2022). In addition, the low level of legal understanding from both parties is a big barrier in creating healthy rental transactions (Luthfi Panjaitan, 2021; Nuraeni et al., 2022). This is exacerbated by the discrepancy between business practices and the principles of Islamic law, which, in the context of ijarah contracts, require fair and transparent agreements as the main basis (Asari, 2019; Subhan & Rumawi, 2022).

In addition, the gap between the substance of the law and the reality on the ground is another crucial issue (Satjipto Rahardjo, 2006; Galanter, 1974). Although the Consumer Protection Law has explicitly provided protection to both consumers and businesses, its implementation in the car rental sector has not been optimal. Many cases cannot be resolved through legal channels due to limited procedural understanding, lack of legal education, and lack of courage to bring cases to consumer dispute resolution institutions or courts (Darmawan, 2020). In fact, there is no sectoral regulation that specifically regulates the governance of car rental services in Indonesia (Kurniawan & Khotimah, 2021).

Seeing this reality, this research is important to do because it touches on aspects that have been given less attention in the study of consumer protection law, namely legal protection for car rental service business actors (Widjaja, 2017). This research is also unique in that it combines two legal perspectives: positive law and Islamic law. This approach aims to provide a comprehensive analysis of the effectiveness of legal protection, as well as assess the extent to which sharia principles in the ijarah contract can be applied in the practice of car rental services in Makassar City (Zuhaili, 2003; Usmani, 2002). With this approach, the research will not only answer academic needs but also provide practical contributions for business actors in designing legal, fair, and sharia-based rental contracts.

Theoretically, this research is expected to enrich the literature in the field of sharia economic law and consumer protection, especially in the context

of rental transportation services which currently still lack empirical studies (Fathurrohman, 2022). This research can also be a reference in developing regulations that are more responsive to the needs of service businesses (Satjipto Rahardjo, 2006). While practically, the results of this study are expected to provide concrete recommendations for business actors in drafting rental contracts that are legally stronger, as well as providing a clearer picture for consumers regarding their rights and obligations when using car rental services (Riska & Permata, 2022).

By using the object of study Makassar A23 Car Rental, this research will provide a real picture of the practice of *ijarah* contracts and the legal protection system that runs in the field. Through a descriptive-analytical qualitative approach, this research will explore the relationship between written legal norms and legal realities that take place in practice, so that a more relevant, effective, and sustainable legal protection model can be produced (Foucault, 1977; Galanter, 1974). Therefore, this research is not only important from an academic and regulative perspective, but also has urgency in supporting the sustainability of small and medium enterprises in the transportation services sector, especially car rental services in Indonesia.

Research Methods

Type of Research

This research is *field research*, which is a form of research that aims to directly examine social phenomena or empirical practices that occur in the real environment. Field research is conducted by going directly to the location to obtain primary data through observation, interviews, and documentation of the object under study. In this context, the research is focused on the activities of car rental services at Makassar Car Rental A23 which is located at Jl. Sultan Alauddin II, Mangasa Village, Tamalate District, Makassar City. This research is intended to explore in depth the legal realities faced by business actors in the practice of vehicle rental, especially regarding the form of legal protection both according to Indonesian positive law and Islamic legal principles based on *ijarah* contracts.

Research Approach

This research uses a qualitative approach with descriptive-analytical characteristics. The qualitative approach was chosen because this research does not aim to test hypotheses quantitatively, but rather to understand social and legal phenomena in depth based on the point of view of the actors or subjects involved. The main focus of this approach is to obtain a complete and

contextual understanding of the leasing practices in car rental services, as well as the various legal challenges faced by business actors. With a descriptive-analytical approach, the data obtained is analyzed to describe the situation as it is, then approached with legal theories or concepts to gain a deeper understanding and produce argumentative conclusions.

Data Collection Technique

Data collection in this study was conducted through three main techniques, namely observation, interviews, and documentation.

Observation

Observation was carried out by directly observing car rental activities at the research location. Through this technique, researchers can see how the transaction process is carried out, how the rental agreement is prepared, and how business actors respond to legal problems that arise. Observation also allows researchers to observe the dynamics of interaction between business actors and consumers as well as risk management mechanisms in car rental services.

Interview

Interviews were conducted in-depth and semi-structured with business actors, namely the owner and manager of Makassar A23 Car Rental, as well as several consumers who have used the service. This interview aims to obtain direct information about their experience, understanding, and views regarding the applicable legal system, both in the context of positive agreement law and Islamic law. The interviews also explored dispute resolution strategies and forms of legal protection applied by business actors in the face of operational risks such as default, vehicle damage, or identity fraud.

Documentation

The documentation technique is carried out by collecting supporting documents related to car rental business practices, such as rental agreement forms, proof of transactions, photos of vehicles before and after rental, and company administrative records. This documentation serves as supporting data to strengthen the findings from observations and interviews. In addition, documents are also a tool to understand the contract system and legal protection that has been designed by the business actors.

Data Analysis Technique

In this qualitative research, data analysis is carried out systematically through several stages, namely data reduction, data presentation, and conclusion drawing and verification.

Data Reduction

This stage is the initial process in analyzing data, namely by simplifying and selecting raw data obtained from interviews, observations, and documentation. Data that is irrelevant to the focus of the research is set aside, while data that supports the formulation of the problem is classified based on certain themes or categories, such as forms of legal protection, obstacles faced, and ijarah contract practices.

Data Presentation

After reduction, the data was organized and presented in the form of a structured descriptive narrative. The aim is to make it easier for researchers and readers to understand the context and relationship between the findings and the theory used. The presentation of this data includes exposure to concrete cases that occur in the field as well as business actors' responses to these cases, resulting in a comprehensive picture of the conditions studied.

Conclusion Drawing and Verification

The final step is to draw conclusions from the overall findings. Conclusions are made gradually according to the patterns found during the analysis process. It is important to note that in a qualitative approach, conclusions are provisional and can change if additional data is found. Therefore, data verification is carried out on an ongoing basis through triangulation of data sources and clarification of interview results with various parties in order to obtain higher data accuracy and validity.

Results and Discussion

Research Results

This research aims to analyze legal protection for car rental service business actors in Makassar City, focusing on a case study at Makassar A23 Car Rental. Through a qualitative case study approach, several main themes were obtained based on the process of *open coding*, *axial coding*, and *selective coding* of data collected from observation, in-depth interviews, and documentation.

Deed Mechanism and Agreement Structure

The results show that most car rental transactions are conducted through an oral agreement system followed by simple written documents. Business owners stated that initial agreements are made informally, especially for regular customers, on the basis of mutual trust. However, for new or

unknown renters, the rental party requires the submission of collateral documents such as the original KTP and vehicle registration.

"Usually, if the customer has rented frequently, we don't ask for collateral. But if it's the first time, at least the KTP and STNK of the motorcycle are submitted," (Informant 1).

Structurally, the contract used is an *ijarah* contract, but its implementation is still mixed between sharia principles and conventional practices. There is no clause that explicitly states the sharia legal basis in the written contract. This shows the limited understanding of business actors of the legal principles and pillars in the *ijarah* contract.

Legal Risks and Preventive Measures

Business actors realize that the car rental business contains high risks, especially in terms of vehicle damage, late returns, and misuse of vehicles for criminal acts. The form of legal protection carried out is preventive, namely through recording the identity of the renter, using a GPS system, and evaluating historical consumers.

"We once had a big loss because the car was not returned, but it turned out to be a fake ID card. Since then, we have installed GPS and stricter verification," (Informant 3).

However, most business actors do not understand formal legal mechanisms such as subpoenas or civil suits. They prefer a family approach or informal mediation. This reflects limited legal capacity and reliance on non-judicial solutions.

Regulatory Implementation Barriers

Although Law No. 8/1999 on Consumer Protection has regulated the rights and obligations of businesses and consumers, its application in the practice of car rental services is still weak. Business actors rarely make standard contracts that meet legal protection standards. This is exacerbated by the lack of supervision from the authorities and the absence of a specialized institution that oversees car rental services sectorally.

"We know there is a consumer law, but we have never been trained or given socialization on how to apply it in our business," (Informant 4).

Some businesses admitted that they were more afraid of being reported by consumers to social media than facing lawsuits, suggesting that informal pressures dominate over formal legal mechanisms.

Perception of Legal Protection in Sharia Perspective

Businesses affiliated with Islamic values show a willingness to implement the sharia system, especially the ijarah contract. However, there is no consistent application of fiqh muamalah principles such as clarity of the contract object, prohibition of gharar, and fairness of compensation. Ijarah contracts are only generally understood as "leases," without an understanding of their normative dimensions.

"I know it is called an ijarah contract in Islam, but we have never studied it in depth. The important thing is to agree with each other and not harm each other," (Informant 2).

This emphasizes the importance of strengthening Islamic legal literacy among business actors so that the leasing system can be more in line with the principles of maqashid sharia, namely the protection of property (hifzh al-mal) and soul (hifzh al-nafs).

Discussion of Research Results

The Complexity of Akad and Agreement Practice: Between Social Conventions and Formal Law

The findings of this study show that the form of lease agreement applied by car rental business actors in Makassar is still dominated by informal social relationship patterns. The practice of oral and trust-based agreements, especially for regular customers, indicates that customary norms and social relations are the dominant basis for economic interaction. This reflects the strong practice of trust-based business, which is common in traditional trading communities in Indonesia, as noted by Geertz (1963) in the concept of *bazaar-type economy*.

However, this condition creates legal vulnerabilities, especially when conflicts or disputes occur. When contracts are not explicitly documented and structured, the room for interpretation is wide open, to the detriment of one of the parties. In the framework of civil law, the contract is the main basis in demanding the fulfillment of rights and responsibilities, as stated in Article 1313 of the Civil Code (Darmawan, 2020). The absence of written clauses in car rental transactions hampers the effectiveness of legal protection for

businesses when defaults occur by consumers (Panjaitan, 2021; Prayuti, Yulianti, & Yutika, 2020).

In sharia, ijarah contracts require clarity of benefits and fees as a form of *mu'awadhah* (compensatory transaction), and the prohibition of *gharar* (uncertainty). The finding that the agreement does not explicitly mention these principles indicates a weak understanding of the substantive dimension of contracts in Islamic law. An ijarah contract is not simply an agreement on the object and price, but demands clarity on the terms, duration, responsibilities, and risks borne. As stated by Wahbah az-Zuhaili (2003), the lack of these elements renders the contract invalid. Supporting this, Usmani (2002) emphasized that an effective Islamic contract must fulfill both the legal and ethical standards mandated by fiqh muamalah.

Thus, the separation between oral contracts based on social practices and legal contracts based on normative formalism shows the epistemic friction between customary law, positive law, and Islamic law (Asari, 2019). Therefore, strengthening legal drafting in ijarah contracts with a format that is more adaptive to the local context is an urgent need to bridge this gap (Iqbal & Mirakhor, 2007; Subhan & Rumawi, 2022).

Legal Risk Management and Access to Justice Weaknesses

Business actors realize that the risks in car rental services are very high, ranging from vehicle damage to embezzlement (Amin, 2022; Fauzan, 2023). However, the response provided is still dominated by technical preventive measures such as GPS installation and identity selection, without being accompanied by strengthening formal legal aspects such as the preparation of warning letters (subpoenas), legal consultations, or official reporting. This indicates a limited legal capacity, which is the ability of business actors to use formal legal mechanisms to resolve problems (Rahardjo, 2006).

Informal mediation and familial approaches were chosen as the main channels of settlement, as they were considered more efficient, less time-consuming and costly, and in line with local norms (Widjaja, 2017). However, from a business legal rights perspective, this approach has structural limitations. When consumers do not act in good faith, businesses do not have a strong legal basis to file a legitimate claim (Panjaitan, 2021).

According to Galanter (1974), in societies with plural legal systems, economically weaker groups often avoid litigation mechanisms due to administrative burdens and resource inequality. This is also reflected in the findings of this study. Ignorance of legal procedures exacerbates the alienation

of business actors from the formal justice system. This gap can be addressed through the establishment of community-based legal aid for the informal economy (Fathurrohman, 2022; Kurniawan & Khotimah, 2021).

Structural Barriers in the Implementation of the Consumer Protection Law

Although Law No. 8/1999 has become the main legal basis for consumer and business protection, the reality on the ground shows a low level of implementation of this regulation (Pradnyawati, 2020). Car rental businesses generally do not have standardized contracts or standard operating procedures (SOPs) that reflect the principles of legal protection. This low level of legal literacy indicates that the law is still positioned as an external entity that is far from practical needs (Fauzan, 2023; Luthfi Panjaitan, 2021).

Some businesses are more afraid of damaging their reputation on social media than facing formal legal consequences. This shows that social pressure in the digital era is stronger than juridical sanctions. As explained by Foucault (1977), in modern society, social control mechanisms do not only run through formal institutions, but also through public narratives that form collective opinions. In this case, social media has become a new *panopticon* that influences the behavior of business actors (Prayuti et al., 2020).

The absence of a specialized supervisory institution for the car rental sector, as well as the absence of a strong professional association, weakens the sectoral regulatory system. Thus, state intervention is needed in the form of specific technical regulations, such as regional regulations (*perda*) or the establishment of units under the Department of Transportation or MSMEs to conduct certification, legal training, and dispute assistance (Darmawan, 2020; Karomah, Putra, & Maulida, 2022). The regulatory governance approach becomes very relevant here, where it is not enough for the state to just make laws, but must be active in ensuring their effectiveness (Satjipto Rahardjo, 2006).

The Need to Recontextualize the Ijarah Agreement in Contemporary Practice

The *ijarah* agreement, which is normatively rich in values of justice and openness, in practice experiences impoverishment of meaning because it is reduced to a mere functional agreement (Zuhaili, 2003). The finding that business actors only understand *ijarah* as "ordinary leasing" without referring to *maqashid sharia*, indicates the importance of recontextualizing *fiqh muamalah* in the modern business sector (Usmani, 2002; Rahman, 2021).

The principle of *hifzh al-mal* (protection of property) in *maqashid sharia* requires that the contract be structured to minimize the risk of loss to one of the parties. Meanwhile, *hifzh al-nafs* (protection of life) demands clarity of legal responsibility in the use of vehicles, especially in the event of an accident or criminal offense (Ridwan, 2020). The absence of these two principles in the contract shows the lack of substantive sharia orientation in business practices (Riska & Permata, 2022; Subhan & Rumawi, 2022).

To address this issue, a contemporary *ijarah* contract model is needed that is not only *fiqh* valid, but also legally and operationally relevant. Islamic financial institutions can act as partners in developing contract templates that can be replicated by MSME players (Iqbal & Mirakhor, 2007). In addition, the role of local sharia law scholars and academics needs to be increased to provide education in the form of down-to-earth contract clinics, workshops, or applicable fatwas (Fathurrohman, 2022; Asari, 2019).

Conclusion

This research concludes that legal protection for car rental service business actors in Makassar is still weak, both in terms of regulation and practice. Lease agreements are made informally without standardized contracts, which makes business actors vulnerable to legal risks, such as tenant default and vehicle damage. Although Law No. 8 Year 1999 is available, business actors lack understanding and optimal implementation.

On the other hand, the understanding of *ijarah* contracts is still limited to the term, without the application of sharia principles such as clarity of benefits, time, and compensation. This causes the contract to not meet the standards of justice according to both positive and Islamic law. Conflict resolution tends to be done through a family approach, not formal legal channels.

Ideal legal protection requires synergy between state law, sharia values and social norms. Legal training, contextualized sharia contract drafting, and the presence of a companion institution for micro-entrepreneurs are needed. This research emphasizes that legal protection is not only a matter of regulation, but also access, understanding, and legal empowerment in the economic practices of the community..

Reference

- Amin, A. (2022). *Analisis Perlindungan Hukum Bagi Usaha Rental Mobil terhadap Risiko Penipuan oleh Penyewa* [Skripsi, UIN Salatiga]. <https://e-repository.perpus.uinsalatiga.ac.id/19608/>
- Asari, A. (2019). Akad al-Ijarah al-Mausufah fi al-Zimmah dalam Perspektif Hukum Islam dan Hukum Positif Indonesia. *Jurnal Hukum Islam*, 17(2), 123–135.
- Baidhowi, N. H. (2024). *Implementasi Akad Ijarah dalam Transaksi Rental Mobil Berdasarkan Hukum Ekonomi Syariah dan KUHPerdata* [Skripsi, UIN Syarif Hidayatullah Jakarta].
- Darmawan, A. (2020). Harmonisasi Prinsip Akad Ijarah dengan Perjanjian Sewa dalam KUHPerdata. *Jurnal Hukum & Pembangunan*, 50(3), 515–531. <https://doi.org/10.21143/jhp.vol50.no3.2591>
- Fathurrohman, M. (2022). Perlindungan Hukum terhadap Pelaku Usaha dalam Transaksi Ekonomi Perspektif Hukum Islam. *Mazahibuna: Jurnal Hukum Ekonomi Syariah*, 4(1), 24–38. <https://doi.org/10.15575/mazahibuna.v4i1.13452>
- Fauzan, A. A. (2023). *Analisis Implementasi Akad Sewa Menyewa di Amallya Jaya Rental Mobil Jakarta Selatan* [Skripsi, UIN Syarif Hidayatullah Jakarta]. <https://repository.uinjkt.ac.id/handle/123456789/80881>
- Foucault, M. (1977). *Discipline and Punish: The Birth of the Prison*. New York: Pantheon Books.
- Galanter, M. (1974). Why the “Haves” Come Out Ahead: Speculations on the Limits of Legal Change. *Law & Society Review*, 9(1), 95–160. <https://doi.org/10.2307/3053023>
- Geertz, C. (1963). *Peddler and Princes: Social Development and Economic Change in Two Indonesian Towns*. University of Chicago Press.
- Haikal, M. A. (2024). *Perlindungan Hukum bagi Konsumen Jual Beli Mobil di PT Karya Zirang Utama Kota Semarang* [Skripsi, Universitas Islam Sultan Agung]. <https://repository.unissula.ac.id/37936/>
- Iqbal, Z. & Mirakhor, A. (2007). *An Introduction to Islamic Finance: Theory and Practice*. John Wiley & Sons.
- Jasri, J., Istiqamah, N., & Rufaida, E. R. (2024). Rice Wage System In The Rice Milling Process: Perspective Of Sharia Contract Principles. *istinbath*, 23(1), 107-123.
- Karomah, S. K., Putra, P. A. A., & Maulida, I. S. R. (2022). Tinjauan Akad Ijarah terhadap Denda Biaya Keterlambatan Praktik Sewa Menyewa Rental Mobil. *Bandung Conference Series: Sharia Economic Law*, 2(2), 50–60. <https://doi.org/10.29313/bcssel.v2i2.2671>
- Kurniawan, A., & Khotimah, N. (2021). Analisis Hukum Islam tentang Perlindungan Konsumen menurut Undang-Undang No. 8 Tahun 1999. *Falah: Jurnal Hukum Ekonomi Syariah*, 1(1), 1–10. <https://doi.org/10.29313/falah.v1i1.3089989>
- Luthfi Panjaitan, M. H. (2021). *Akibat Hukum Wanprestasi dalam Usaha Rental Mobil* [Skripsi, Universitas Muhammadiyah Sumatera Utara]. <https://repository.umsu.ac.id/handle/123456789/22528>

- Mansyur, F., Jasri, J., & Masuwd, M. (2024). Overcoming Intellectual Unemployment through Entrepreneurship Learning Transformation: A Case Study on Sharia Economic Law Study Program of Unismuh Makassar. *Al-Muamalat: Jurnal Ekonomi Syariah*, 11(2), 251-268.
- Mardani. (2012). *Hukum Ekonomi Syariah di Indonesia*. Jakarta: Kencana.
- Pradnyawati, N. P. D. (2020). Perlindungan Hukum terhadap Pelaku Usaha Jasa Penyewaan Mobil akibat Kelalaian Konsumen. *Kertha Semaya*, 8(11), 1774-1789. <https://doi.org/10.24843/KS.2020.v08.i11.p07>
- Prayuti, Y., Yulianti, R., & Yutika, I. (2020). Perlindungan Hukum dalam Sengketa Konsumen-Kreditur Kendaraan. *PAJOU*, 1(1), 75-90. <https://doi.org/10.29313/pajoul.v1i1.2905196>
- Putri, A. (2023). *Praktik Ganti Rugi pada Rental Mobil dalam Akad Ijarah* [Skripsi, UIN Ar-Raniry Banda Aceh]. <https://repository.ar-raniry.ac.id/id/eprint/31765/>
- Rahman, F. (2021). Harmonisasi Hukum Islam dan Hukum Positif dalam Transaksi Muamalah. *Jurnal Al-Adl*, 13(1), 49-66. <https://doi.org/10.31332/ja.v13i1.2502>
- Ridwan, H. R. (2020). Konsep Maqashid al-Shariah dalam Transaksi Sewa. *Iqtishadia: Jurnal Hukum Ekonomi Syariah*, 3(1), 1-20.
- Riska, Y. F., & Permata, C. (2022). Hukum Pembayaran Denda Sewa Mobil Perspektif Fatwa DSN-MUI. *Jurnal Ilmiah Mahasiswa FSH UIN SU*, 1(1), 1-15. <https://repository.uinsu.ac.id/20175/>
- Salma, D. (2023). *Praktik Sewa Mobil di Najib Rental Mobil dalam Perspektif Akad Ijarah* [Skripsi, UIN Gus Dur Pekalongan]. <https://theses.uingusdur.ac.id/6298/>
- Satjipto Rahardjo. (2006). *Ilmu Hukum*. Bandung: Citra Aditya Bakti.
- Subhan, S., & Rumawi, R. (2022). Implementasi Sewa Menyewa Mobil Berdasarkan Hukum Ekonomi Syariah. *Jurnal Hukum Ekonomi Syariah*, 1(1), 1-15. <https://digilib.uinkhas.ac.id/18133/>
- Suharti, S. (2023). *Analisis Praktik Sewa Menyewa pada DNA Rent Car* [Skripsi, IAIN Metro]. <https://repository.metrouniv.ac.id/id/eprint/7620/>
- Usmani, M. Taqi. (2002). *An Introduction to Islamic Finance*. Karachi: Maktaba Ma'arifur Qur'an.
- Wahbah az-Zuhaili. (2003). *Al-Fiqh al-Islami wa Adillatuhu* (Vol. 5). Damaskus: Dar al-Fikr.
- Widjaja, A. (2017). *Praktik Bisnis Rental Mobil di Kota Makassar dalam Perspektif Hukum Islam* [Disertasi, UIN Alauddin Makassar]. <https://core.ac.uk/download/pdf/198228151.pdf>
- Yulshiva Al Fiqri, A. (2020). *Perlindungan Hukum terhadap Pemilik Rental Mobil dalam Perjanjian Sewa* [Skripsi, UNNES]. <https://lib.unnes.ac.id/42718/>
- Zuhaili, W. (2000). *Fiqh Islam Wa Adillatuhu: Transaksi Ijarah dan Praktik Ekonomi Modern*. Beirut: Dar al-Fikr.

