

THEORETICAL STUDY OF THE WAKALAH CONTRACT IN THE PERSPECTIVE OF ISLAMIC ECONOMICS

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ABSTRAK

Akad wakalah merupakan akad dalam fikih muamalah yang mengatur pemberian kuasa dari satu pihak kepada pihak lain untuk melakukan tindakan hukum sesuai ketentuan syariat Islam. Dalam praktik ekonomi syariah, wakalah banyak diterapkan pada sektor perbankan dan jasa keuangan sebagai sarana untuk mempermudah transaksi dan meningkatkan efisiensi. Kajian ini membahas konsep wakalah melalui studi pustaka dengan menelaah literatur fikih muamalah dan ekonomi syariah, meliputi definisi, dasar hukum, serta rukun dan syarat pelaksanaannya. Pembahasan juga menekankan pentingnya penerapan wakalah yang sesuai dengan nilai-nilai syariah agar terhindar dari penyalahgunaan wewenang dan ketidakjelasan akad. Pemahaman yang baik terhadap wakalah diharapkan mampu memperkuat kedudukannya sebagai instrumen penting dalam sistem ekonomi syariah serta menjadi pedoman bagi praktik yang profesional dan berorientasi pada kemaslahatan.

Kata kunci: wakalah, akad syariah, fikih muamalah, ekonomi syariah.

ABSTRACT

The wakalah contract is a contract in Islamic jurisprudence (fiqh) that regulates the granting of power of attorney from one party to another to carry out legal actions in accordance with Islamic sharia. In Islamic economic practice, wakalah is widely applied in the banking and financial services sectors as a means to facilitate transactions and increase efficiency. This study examines the concept of wakalah through a literature review of Islamic jurisprudence (fiqh) and Islamic economics, covering its definition, legal basis, and the pillars and requirements for its implementation. The discussion also emphasizes the importance of implementing wakalah in accordance with Islamic values to avoid abuse of authority and ambiguity in the contract. A good understanding of wakalah is expected to strengthen its position as a vital instrument in the Islamic economic system and serve as a guideline for professional and welfare-oriented practices.

Keywords: wakalah, Islamic contract, Islamic jurisprudence (fiqh) of muamalah, Islamic economics.

A. INTRODUCTION

The development of the Islamic economic system in Indonesia has shown significant growth along with the increasing demand from the public for financial transactions that comply with Islamic principles. The complexity of modern muamalah activities, both in the

THEORETICAL STUDY OF THE WAKALAH CONTRACT IN THE PERSPECTIVE OF ISLAMIC ECONOMICS

banking sector, insurance, and non-bank financial institutions, requires legal instruments that can bridge the limitations of individuals in conducting transactions directly. One of these instruments is the wakalah contract, which is a representation contract that grants authority to another party to act on behalf of the principal in certain matters.

In Islamic commercial jurisprudence, the wakalah contract holds an important position as a form of Sharia legality regarding the mechanism of delegation of authority. This concept is based on the principles of trust and mutual assistance (ta'awun), which are the main foundations in the social and economic relations of Muslims. Wakalah not only serves as a practical solution to limitations of time, distance, and capability, but also as a supporting instrument in maintaining the efficiency and effectiveness of Sharia economic transactions. However, the implementation of the wakalah contract in contemporary practice often experiences shifts in meaning and function. It is not uncommon to find patterns of wakalah usage that tend to treat it merely as an administrative formality without considering its shariah substance. This has the potential to lead to deviations from principles, such as unclear authority, abuse of power, and practices approaching gharar and manipulation.

Based on these conditions, a thorough literature review is needed to reassess the theoretical construction of the wakalah contract from the perspective of Islamic economics. This study aims not only to understand the definition and elements of wakalah but also to examine the extent of its relevance in facing the increasingly digital and complex dynamics of the modern economy. By positioning wakalah as the object of theoretical study, this article is expected to provide a conceptual contribution to strengthening Islamic economic practices that are more in line with normative Islamic values.

Specifically, this article focuses on the analysis of the conceptual framework of the wakalah contract, its Sharia legal basis, main characteristics, as well as its relevance to the contemporary Islamic economic system. This discussion is expected to enrich the body of knowledge in Islamic economic law and serve as an academic reference for practitioners

THEORETICAL STUDY OF THE WAKALAH CONTRACT IN THE PERSPECTIVE OF ISLAMIC ECONOMICS

and students in understanding the strategic position of the wakalah contract in modern commercial practices.

B. RESEARCH METHOD

This study employs a qualitative approach with a normative research character through a literature review. The study focuses on the theoretical analysis of the wakalah contract from the perspective of Islamic economics by examining sources of Islamic law, such as the Qur'an, Hadith, fiqh muamalah literature, as well as relevant DSN-MUI fatwas, supported by scientific references in the form of books and journal articles. The analysis technique used is descriptive-analytical, by explaining and interpreting the concepts, principles, and positions of the wakalah contract systematically to produce a comprehensive and in-depth understanding according to the framework of Islamic economic thought.

C. RESULTS AND DISCUSSION

1. Definition and Types of Wakalah

Etymologically, the term al-wakalah or al-wikalah means al-tafwidh, which is the delegation of authority, entrustment, or granting of power to another party. This meaning is reflected in the expression which means 'I entrust all my affairs to Allah,' indicating the attitude of entrusting a matter to the party who is mandated.¹ Terminologically, there is a difference of opinion among scholars. The Maliki school interprets wakalah as the substitution of one person by another in the exercise of a right or obligation, where the authorized party acts on that position.² Meanwhile, Hanafiyah states that wakalah is the act of placing oneself to represent another person in matters of management or legal actions (tasharruf).³

According to Syafi'i scholars, wakalah is a statement by someone who entrusts a matter to another party to be carried out as long as they are alive. As for the Hanbalis, they define wakalah as requesting another person to undertake the execution of a matter

¹ Ahmed Rizal, "Akad Wakalah Dalam Jual Beli," *Al-Hiwalah: Journal of Sharia Economic Law* 1, no. 1 (June 2022): 6, <https://doi.org/10.47766/alhiwalah.v1i1.906>.

² H. R. Daeng Naja, *Seluk Beluk Wakalah Dalam teori & Praktek*, 1 (uwais inspirasi indonesia, 2023), 2.

³ Naja, *Seluk Beluk Wakalah Dalam teori & Praktek*, 2.

that is permissible, whether it concerns the rights of Allah or the rights of humans.⁴ Sayyid al-Bakri Ibnu al-‘Arif billah al-Sayyid Muhammad Syatha al-Dhimyati explained that wakalah is the delegation of a matter to another person, which involves an element of replacement. Idris Ahmad added that wakalah is the transfer of a matter to another party permitted by Islamic law so that the appointed party can carry out the task as long as the grantor of authority is still alive.⁵

Ibnu Arfah mentions that wakalah occurs when someone appoints another person to carry out a specific task in a certain matter. In this case, the agent is allowed to perform actions that can basically be done by the one who appoints them, such as making contracts, collecting debts, giving or forgiving debts. Furthermore, Asy-Syafi’i views wakalah as a form of representation, namely the delegation of a matter to another person to carry out what should be done by the principal.⁶

From these various definitions, it can be concluded that wakalah essentially involves the delegation of authority or power from one person to another to carry out a certain action that can be represented, based on a valid contract recognized under Sharia. Wakalah indicates a relationship of trust between the principal and the agent in carrying out a matter. This contract also affirms that the actions of the agent have legal force as long as they remain within the limits permitted by Sharia and agreed upon by the parties. Thus, wakalah becomes an important instrument in facilitating muamalah affairs and creating efficiency in various economic and social activities.

The concept of wakalah is closely related to the principles of trust (*amanah*) and responsibility. The agent is obliged to carry out their duties honestly, professionally, and within the limits set in the contract. They are not allowed to exceed the authority given or misuse the trust for personal gain. Conversely, the principal has the obligation

⁴ Naja, *Seluk Beluk Wakalah Dalam teori & Praktek*, 3.

⁵ Naja, *Seluk Beluk Wakalah Dalam teori & Praktek*, 3.

⁶ Naja, *Seluk Beluk Wakalah Dalam teori & Praktek*, 3.

to provide clear explanations regarding the tasks delegated to avoid misunderstandings in the future.

From the perspective of Islamic economics, wakalah functions as a mechanism to create efficiency and smoothness in the transaction process. This contract is widely applied in the Islamic banking sector, such as in payment services, fund management, financing, and intermediary services. With the presence of wakalah, transactions can be conducted in a more structured manner and the legal positions of the parties become clearer, thus minimizing the potential for disputes.

In practice, wakalah has several types that are adjusted according to the scope and limitations of the authority granted, including:

- Wakalah Mutlaqah

Wakalah Mutlaqah is a form of authorization that is general in nature and not limited by specific provisions, allowing the party receiving the authority the freedom to carry out tasks according to their judgment.⁷ This form of wakalah indicates that the agent has full freedom to carry out the mandate without having to wait for detailed instructions from the principal. This freedom is given because the principal places great trust in the agent's ability and judgment in managing the entrusted matters. Thus, wakalah mutlaqah is based on trust, professionalism, and strong responsibility between the two parties.

In practice, wakalah mutlaqah is usually used when a matter requires quick decisions and detailed instructions from the principal are not feasible. The representative is given the opportunity to assess the situation independently, make important decisions, and determine the steps considered most beneficial for the principal. Although they have the freedom to act, the representative is still obliged

⁷ Kyila Az Zahra, Mariskha Nadia Rahayu, and Najwa Rahmalia, "Al-Wakalah Dalam Praktik: Memahami Jenis-Jenis Dan Penerapannya Di Era Modern," *Musytari : Jurnal Manajemen, Akuntansi, Dan Ekonomi* 24, no. 11 (October 2025): 761–70.

to follow Sharia values such as trustworthiness, transparency, and prudence to avoid causing detrimental effects. Therefore, mutual trust and moral commitment are key aspects in the implementation of wakalah mutlaqah.

- **Wakalah Muqayyadah**

Wakalah Muqayyadah is a type of representation whose execution is limited by specific conditions set by the principal, whether related to the scope, method, or timing of its implementation.⁸ This type of wakalah indicates that the agent may only act within the boundaries that have been set from the beginning, so every step must comply with the instructions of the principal. These limitations are established to ensure that the execution of the mandate remains in line with the desired objectives, while also reducing the risk of errors in management. Thus, wakalah muqayyadah emphasizes the importance of the agent's adherence to the established provisions.

In practice, wakalah muqayyadah is widely used in transactions that require precision, such as buying and selling specific goods, handling documents, or managing assets with special conditions. The agent does not have full freedom, so they must follow the limits set by the principal regarding procedures, types of actions, and timeframes. Although their scope of action is limited, the agent still carries the moral responsibility to perform their duties faithfully and professionally according to Sharia principles. With clear rules in place, the relationship between the principal and the agent becomes more structured and minimizes the potential for deviations.

- **Wakalah Bil Ujah**

Wakalah Bil Ujah is a type of wakalah carried out with an agreement that there will be a fee or reward as compensation for the services provided by the representative.⁹ In this contract, the agent gains the right to payment for performing duties in accordance with the trust given. This remuneration serves as a form of appreciation as well as compensation for the effort, time, and expertise

⁸ Zahra, Rahayu, and Rahmalia, "AL-WAKALAH DALAM PRAKTIK."

⁹ Zahra, Rahayu, and Rahmalia, "AL-WAKALAH DALAM PRAKTIK."

employed by the agent. Thus, wakalah bil ujah emphasizes the existence of a contractual relationship that is based not only on trust but also on an agreement regarding the value and form of compensation.

In the practice of Islamic economics, wakalah bil ujah is widely applied in professional services such as banking, Islamic insurance, administrative management, and investment services. In this contract, the principal and the agent must agree on the amount of remuneration, the payment mechanism, and the scope of work to be completed to avoid disputes in the future. Although the agent receives compensation, they are still obligated to carry out their duties with full trustworthiness and in accordance with Sharia provisions. Clarity regarding remuneration and task details makes wakalah bil ujah a form of collaboration that is more transparent and structured.

2. The Legal Basis of Wakalah

The basis of the wakalah contract as stated in the Quran, Surah Al-Kahf, verse 19, which reads:¹⁰

وَكَذَلِكَ بَعَثْنَاهُمْ لِيَتَسَاءَلُوا بَيْنَهُمْ قَالَ قَائِلٌ مِّنْهُمْ كَمْ لَبِثْتُمْ قَالُوا لَبِثْنَا يَوْمًا أَوْ بَعْضَ يَوْمٍ قَالُوا رَبُّكُمْ أَعْلَمُ بِمَا لَبِثْتُمْ فَابْعَثُوا أَحَدَكُمْ بِوَرِقِكُمْ هَذِهِ إِلَى الْمَدِينَةِ فَلْيَنْظُرْ أَيُّهَا أَزْكَى طَعَامًا فَلْيَأْتِكُمْ بِرِزْقٍ مِّنْهُ وَلْيَتَلَطَّفْ وَلَا يُشْعِرَنَّ بِكُمْ أَحَدًا ۝ ١٩

Meanings: “And so We awakened them so that they might question one another. One of them exclaimed, “How long have you remained ‘asleep’?” Some replied, “Perhaps a day, or part of a day.” They said ‘to one another’, “Your Lord knows best how long you have remained. So send one of you with these silver coins of yours to the city, and let him find which food is the purest, and then bring you provisions from it. Let him be ‘exceptionally’ cautious, and do not let him give you away.” (Q.S Al-Kahfi: 19).

Next, according to the provisions of Allah SWT in Surah An-Nisa verse 9, which states that:

وَلْيَحْشَ الَّذِينَ لَوْ تَرَكَوْا مِنْ خَلْفِهِمْ ذُرِّيَّةً ضِعَافًا خَافُوا عَلَيْهِمْ فَلْيَتَّقُوا اللَّهَ وَلْيَقُولُوا قَوْلًا سَدِيدًا ۝ ٩

¹⁰ Neri Aslina et al., “Implementasi Kontrak Wakalah Dalam Perspektif Fikih Muamalah: Kajian Kepustakaan Terhadap Prinsip, Syarat, Dan Validitas Akad,” *Addayyan* 19, no. 2 (December 2024): 11–28.

Meanings: "Let the guardians be as concerned 'for the orphans' as they would if they were to 'die and' leave 'their own' helpless children behind. So let them be mindful of Allah and speak equitably." (QS. An-Nisa' [4]: 9).

The wakalah contract is also mentioned in Prophet Muhammad SAW, as narrated by Imam Ahmad:¹¹

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ، قَالَ: كَانَ لِرَجُلٍ عَلَى النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ حَقٌّ، فَأَتَاهُ يَتَّقَاضَاهُ، فَاشْتَدَّ عَلَيْهِ، فَقَالَ أَصْحَابُ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: مَهْ! فَقَالَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: "دَعُوهُ، فَإِنَّ لِصَاحِبِ الْحَقِّ حَقًّا"، ثُمَّ قَالَ: "اشْتَرُوا لَهُ بَعِيرًا فَأَعْطُوهُ إِيَّاهُ"، فَقَالُوا: يَا رَسُولَ اللَّهِ، لَا نَجِدُ إِلَّا بَعِيرًا هُوَ خَيْرٌ مِنْ بَعِيرِهِ، قَالَ: "اشْتَرَوْهُ فَأَعْطُوهُ إِيَّاهُ، فَإِنَّ خَيْرَكُمْ أَحْسَنُكُمْ قَضَاءً"

Meanings: From Abu Hurairah he said; a man came to the Messenger of Allah, shallallahu 'alaihi wasallam, asking for the settlement of a debt in an impolite manner, so the companions wanted to strike him, but the Messenger of Allah, shallallahu 'alaihi wasallam, said: "Leave him, because the person who has a right has a right to be angry." He also said: "Buy a camel and give it to him." The companions said: "O Messenger of Allah, we cannot find a camel except one that is older than the one he has." Then he said: "Buy it and give it to him, for indeed the best among you are those who are best in repaying debts." (HR. Ahmad No.9106)

3. Elements and Conditions of Wakalah

As for the pillars that must be fulfilled in a wakalah contract, they are¹² :

- The Principal (Al-Muwakkil)

One of the fundamental elements as well as a valid requirement in a wakalah contract is the presence of a party granting the power of attorney. However, the presence of this party is not merely formal but must meet two main conditions. First, they must have authority over the matter or object to be represented,

¹¹ Rahmat Fadillah, "Hadis-Hadis Tentang Jasa (Fee-Based Served): Wakalah, Kafalah, Hawalah," *Indonesian Interdisciplinary Journal of Sharia Economics (IIJSE)* 2, no. 2 (January 2020): 125–46, <https://doi.org/10.31538/ijse.v2i2.511>.

¹² Yunita Putri Khalilah, "Hukum Wakalah dalam Pengurusan Dokumen Hukum Melalui Perwakilan Notaris," *Ilmu Ekonomi dan Keuangan Islam*, 2025.

because no one is allowed to represent something that is not their right. Second, they must have full rights and legal capacity, meaning they are mature and of sound mind.

- The authorized party (Al-Wakil)

The recipient of the power of attorney is also an important element in the wakalah contract. The appointed party can be an individual or an institution, provided they have legal capacity and understand the rules related to the implementation of the contract. In addition, they must also be able to carry out the duties and responsibilities entrusted to them by the grantor of the authority.

- Represented Object

The wakalah contract not only requires the presence of the parties involved but also the existence of the object of representation. The object must consist of matters permitted by sharia to be represented, such as buying and selling activities, leasing, or other forms of transactions that fall within the authority of the principal. The wakalah object must also not contradict the provisions or principles of Islamic law.

- Statement of Agreement (Ijab and Qabul)

The wakalah contract is considered valid if there is a statement of power of attorney from the principal (ijab) and acceptance from the agent (qabul). This process can be carried out orally, in writing, or through modern communication means, as long as the intention and agreement of both parties are clearly expressed.

As for the conditions in the wakalah contract, they are¹³ :

- The Principal (muwakkil)

The grantor of authority or principal must truly have full rights over the object they wish to delegate. They must also be legally competent so that the decisions

¹³ Neri Aslina, Fithri Mehdini Addieningrum, and Andri Yansyah, "Implementasi Kontrak Wakalah dalam Perspektif Fikih Muamalah: Kajian Kepustakaan terhadap Prinsip, Syarat, dan Validitas Akad," *Jurnal Addayyan* XIX, no. 2 (2024): 17.

made can be considered valid. In addition, the principal is obliged to understand the consequences of delegating authority to another party. Decisions must be made consciously without any coercion from any party. This ensures that the wakalah contract is carried out fairly and in accordance with Sharia regulations.

- The Authorized Party (wakil)

Penerima kuasa atau *wakil* harus memiliki kemampuan dan kecakapan untuk menjalankan amanah yang dipercayakan kepadanya. Ia wajib memahami tugas yang diberikan agar dapat melaksanakan perannya secara tepat. Selain kemampuan teknis, *wakil* juga harus memiliki integritas dan kejujuran. Hal ini penting karena ia bertindak atas nama orang lain dan membawa tanggung jawab yang besar. Dengan demikian, pelaksanaan wakalah dapat berlangsung secara profesional dan dapat dipertanggungjawabkan.

- Object of Wakalah

The object of wakalah must be clearly defined to avoid misunderstandings between the two parties. In addition to being clear, the object must be beneficial and have a positive value. The object must also not contradict the basic principles of Islamic Sharia. Only matters that are permissible to be delegated can be included in the wakalah contract. With a clear object, the implementation of wakalah will be more directed and valid under Islamic law.

4. Principles Of The Wakalah Contract

In applying the wakalah contract, there are several sharia principles that serve as a foundation to ensure that the delegation of authority is carried out in accordance with Islamic provisions. These principles function as guidelines for both parties so that the contract is implemented fairly, transparently, and without causing harm. The principles are as follows:

- Principle Of Justice

THEORETICAL STUDY OF THE WAKALAH CONTRACT IN THE PERSPECTIVE OF ISLAMIC ECONOMICS

In Islamic economics, justice is a fundamental principle that permeates all aspects of life, including the execution of a wakalah contract.¹⁴ The principle of justice requires that the relationship between the principal (muwakkil) and the agent (wakil) be conducted honestly, openly, and fairly without any party being harmed. Any form of delegation of authority must be carried out with a clear agreement regarding duties, limits, and responsibilities. Justice also requires the agent to carry out the trust according to instructions, while the principal provides accurate information and fair compensation if stipulated. Thus, the wakalah contract not only serves as a practical mechanism but also reflects the moral values of Islam, which place justice as the foundation of every transaction.

- **The Principle Of Honesty**

Honesty is a cornerstone of civilized society. Everyone should be able to act honestly because honesty can bring peace of mind, eliminate fear, and bring about justice.¹⁵ This principle also serves as an important foundation in a wakalah contract, where the relationship between the principal (muwakkil) and the agent (wakil) must be built on openness and honesty from the outset. The agent is required to carry out the task according to the mandate without adding, reducing, or concealing information that could affect the outcome of the task. Conversely, the principal must provide accurate information regarding the object or matter being delegated. Thus, honesty is not only a moral value but also an essential requirement for the wakalah contract to be valid, effective, and free from disputes.

- **Principle Of Willingness**

The principle of willingness in a wakalah contract emphasizes that the relationship between the principal (muwakkil) and the agent (wakil) must be based on mutual consent without any pressure from either party. The principle of

¹⁴Yoga Permana and Fauzatul Laily Nisa, "Konsep Keadilan Dalam Perspektif Ekonomi Islam," *Jurnal Ekonomi Syariah Darussalam* 5, no. 2 (August 2024): 80–94, <https://doi.org/10.30739/jesdar.v5i2.3072>.

¹⁵ Citra Andanari M, Achmad Abubakar, and Halimah Basri, "Prinsip Kejujuran Dalam Jual Beli Menurut Perspektif Al-Qur'an," *Jurnal Cakrawala Ilmiah* 2, no. 6 (January 2023): 2541, <https://doi.org/10.53625/jcijurnalcakrawalailmiah.v2i6.4924>.

mutual agreement or willingness of both parties should embody a sense of mutual accord and not cause harm to any of the parties involved. Characteristics of the aforementioned willingness can arise from the absence of coercion, deceit, or intimidation in the transaction.¹⁶ In the context of wakalah, this consent ensures that the authority granted is truly accepted consciously by the agent, so that every action taken reflects trustworthiness and alignment with the principal's wishes. Thus, the wakalah contract becomes valid, just, and reflects the ethical values of transaction in Sharia.

- Principle Of Transparency

The principle of transparency in a wakalah contract emphasizes that every process and information related to the execution of the mandate must be communicated clearly and transparently. This openness includes the provision of transparent and accountable information as part of the reporting of an activity, aimed at strengthening the trust of the relevant parties.¹⁷ In the practice of wakalah, this means that the agent is obliged to provide an honest explanation regarding the progress of their duties, so that the principal can ensure that the agent's actions remain within the limits of authority and in accordance with the purpose of the contract.

- Principle Of Trustworthiness

The principle of trust (amanah) in a wakalah contract plays a very important role because the agent receives the trust to manage a matter on behalf of the principal. In Islam, amanah is viewed as a responsibility entrusted by Allah, so all actions in representation must be carried out with full integrity. This aligns with Surah An-Nisa verse 58, which emphasizes the obligation to deliver trusts to their rightful owners and to make decisions fairly.¹⁸ Thus, a representative is required

¹⁶ Muhammad Iqbal Sanjaya, "Kerelaan Dalam Transaksi Jual Beli Menurut Teks Ayat Dan Hadis Ahkam Jual Beli (Telaah Yuridis Dan Sosiologis)," *SENTRI: Jurnal Riset Ilmiah* 1, no. 2 (October 2022): 591, <https://doi.org/10.55681/sentri.v1i2.255>.

¹⁷ Abdullah Widy Asshidiq, *Penerapan Prinsip Keterbukaan Dalam Securities Crowdfunding Sebagai Upaya Melindungi Investor Dari Informasi Yang Menyesatkan*, 2023, 11.

¹⁸ Kinana Dwinta Sukma and Meyniar Albina, *Prinsip Amanah dalam Islam: "Perwujudan Nilai Ketuhanan dan Kemanusiaan dalam Kehidupan"*, 2, no. 2 (2024): 327.

to maintain that trust, not abuse their duties, and always fulfill their responsibilities in accordance with the principles of Sharia.

5. Implementation of the wakalah contract in Islamic banking

Some transactions that use the wakalah contract at Islamic Banks include :

a. Transfer Service

The implementation of wakalah in banking services can be clearly seen in the practice of transfer services, which are services provided by the bank to help transfer customers' funds to the intended destination, whether to the same bank or another bank.¹⁹ In this context, the customer acts as the muwakkil (principal), while the bank serves as the agent executing the fund transfer orders according to the instructions. This process reflects the principle of wakalah because the bank only acts based on the trust and instructions given by the customer without adding or altering the agreed-upon terms.

In practice, certain fees arise for the transfer services, and these fees are then charged back to the customer who initiated the transfer, in accordance with applicable regulations. This fee imposition mechanism shows that wakalah in banking not only involves the delegation of tasks but also establishes financial responsibility that rests with the party granting the authority. Thus, the implementation of wakalah in transfer services reflects transparent cooperation between the customer and the bank, where each party is aware of their rights and obligations in the fund transfer process.

b. SKBDN Agreement at BSI Semarang Wakalah Agreement

The implementation of the wakalah contract in Domestic Letter of Credit (SKBDN) at BSI Semarang is seen in the mechanism where the customer (importer/buyer) gives authority to the bank to make payment to the supplier once the required documents are confirmed to be complete and in compliance.²⁰ In this

¹⁹ Hilmatius Sahla et al., "Implementasi Akad Wakalah Di Lembaga Keuangan Syariah," *Oktober 2023* 8, no. 02 (n.d.), accessed December 1, 2025, <https://journal.lppmpelitabangsa.id/index.php/jespb/article/view/967/312>.

²⁰ Sokhikhatul Mawadah and Tria Pibriani, "Implementasi Wakalah Pada Surat Kredit Berdokumen Dalam Negeri Di Perbankan Syariah," *Ulumuddin: Jurnal Ilmu-Ilmu Keislaman* 12, no. 2 (December 2022): 289, <https://doi.org/10.47200/ulumuddin.v12i2.1372>.

case, the customer acts as the principal who gives the mandate, while BSI acts as the agent who executes instructions according to the terms of the contract. The bank does not conduct transactions on its own behalf, but is responsible for checking the completeness of documents, ensuring the compliance of requirements, and channeling payments according to the agreement that has been jointly established.

In practice, BSI Semarang implements the principle of wakalah by charging administrative fees or certain charges to customers as the party granting the mandate. These fees cover document verification services, payment management, and other administrative processes in SKBDN. Thus, the implementation of the wakalah contract in SKBDN at BSI Semarang demonstrates a clear division of roles between the bank and the customers, where the bank professionally manages the documents and payments, while the customers remain the party responsible for the costs and fully accountable for the content of the transactions. This mechanism helps create transactions that are safer, more orderly, and in accordance with Sharia principles.

c. Letter Of Credit (L/C)

Sharia Letter of Credit (L/C) is a payment instrument in international trade designed to facilitate transactions between importers and exporters in accordance with Islamic principles. In practice, an import L/C is a payment guarantee letter from a Sharia bank that provides assurance to the exporter that funds will be paid when all agreed documents and requirements are met.²¹ This mechanism helps create a sense of security for both parties, especially for exporters who need payment certainty before the goods are shipped. In addition, Islamic banks act as parties that ensure every transaction process is free from elements of *riba*, *gharar*, and *maisir*. Thus, the Islamic L/C becomes one of the main options for business actors who want to comply with Islamic law regulations in global trade.

²¹ Nabillah Febri Annisa et al., "Praktik Akad Wakalah pada BMT Amanah Bersama Bojonegoro Perspektif Hukum Islam," *Maliyah: Jurnal Hukum Bisnis Islam* 9, no. 1 (June 2019): 11, <https://doi.org/10.15642/maliyah.2019.9.1.1-25>.

From the importer's perspective, a Sharia L/C serves as an important facility to ensure the smooth purchase of goods from abroad. The importer will request a Sharia bank to issue the L/C, and the bank is obliged to pay the exporter as long as all transaction documents have been verified and comply with the agreement. This procedure involves checking various documents such as invoices, bills of lading, and other supporting certificates to ensure transparency and security. The Sharia bank also ensures that the contracts used, such as wakalah or murabahah, remain in accordance with Islamic law. In this way, the Sharia L/C not only protects both parties but also enhances trust in international trade transactions based on Sharia principles.

D. CONCLUSION

The wakalah contract is an important instrument in Islamic commercial jurisprudence that provides a legal basis for delegating authority from one party to another. The concept of wakalah is built on the principles of trust, confidence, and responsibility, so its implementation must meet the pillars and conditions established in Sharia. By understanding its definition, characteristics, and legal basis, wakalah can serve as an efficient solution to overcome individual limitations in various commercial activities, whether social or economic.

From the perspective of Islamic economics, wakalah plays a significant role in facilitating financial transactions and modern economic activities. Its implementation can be seen in various Islamic banking services, such as transfer services, sight letters of credit (SKBDN), and Sharia-compliant Letters of Credit (L/C). Through this contract, the bank acts as an agent executing the client's mandate while upholding the principles of justice, honesty, transparency, and trustworthiness. Proper and Sharia-compliant wakalah practices will create efficiency, legal certainty, and reduce the potential for disputes between parties.

Overall, theoretical studies on the wakalah contract emphasize that its role is highly relevant in facing the increasingly complex dynamics of contemporary economics. With professional, transparent practice based on Sharia principles,

THEORETICAL STUDY OF THE WAKALAH CONTRACT IN THE PERSPECTIVE OF ISLAMIC ECONOMICS

wakalah can strengthen the foundation of an Islamic economic system oriented towards public welfare. Therefore, a deep understanding of the wakalah contract is not only important for the study of fiqh muamalah, but also serves as a guideline for practitioners and financial institutions in implementing transactions that are fair, secure, and in accordance with Islamic values.