

**RENTAL OF THE HIGH SCHOOL 1 PAMPANGAN CANTEEN, PAMPANGAN
DISTRICT, OGAN KOMERING ILIR (OKI) REGENCY**

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ABSTRACT

Human beings, as social creatures, depend on one another to sustain life, and one form of social and economic interaction (muamalah) is leasing (ijarah). The leasing activities of the school canteen at SMA Negeri 1 Pampangan present an interesting phenomenon for study. This research aims to examine: (1) the contractual process of the canteen lease, and (2) the perspective of Islamic economic law on the leasing practice at SMA Negeri 1 Pampangan. This study employs a qualitative field research approach using observation, interviews, and documentation as data collection techniques. The findings reveal that the lease agreement between the canteen management and the lessor was conducted verbally, with a rental fee of IDR 100,000 per month, and without a fixed term, continuing as long as the lessee wished to rent. However, after several months, the lessor unilaterally increased the rent without prior agreement or communication. According to the principles of ijarah contracts, mutual consent between both parties is a fundamental requirement. Thus, the unilateral rent increase violates the original agreement, rendering the practice non-compliant with Islamic economic law. Based on Article 302 of Islamic Economic Law, if one of the essential conditions of an ijarah contract is not fulfilled, the contract is considered invalid.

Keywords: Leasing, Islamic Economic Law

ABSTRAK

Manusia sebagai makhluk sosial yang untuk menjalankan kehidupan saling membutuhkan antara satu dan yang lainnya, salah satu bentuk kegiatan muamalah adalah sewa menyewa. Aktivitas atau implementasi sewa menyewa pada kantin SMA Negeri 1 Pampangan merupakan menjadi sebuah fenomena yang cukup menarik untuk diteliti. Adapun rumusan masalahnya adalah 1. bagaimana akad sewa menyewa kantin dan 2. bagaimana pandangan Hukum Ekonomi Syariah terhadap sewa menyewa kantin di SMA Negeri 1 Pampangan. Penelitian ini merupakan penelitian lapangan atau *field research* yang bersifat kualitatif dengan teknik pengumpulan data observasi, wawancara, dan dokumentasi. Hasil penelitian menunjukkan bahwa akad yang dilakukan secara lisan antara pihak kantin dan pihak pengelola dengan biaya Rp.100.000./ bulan, tanpa batas waktu selama penyewa masih ingin menyewakan, yang telah disepakati bersama. Kemudian selang beberapa bulan pihak yang menyewakan menaikkan harga sepihak tanpa ada kesepakatan bersama. Pada syarat akad ijarah menunjukkan bawasannya adanya kesepakatan antara kedua belah pihak, sedangkan akad yang dilakukan tersebut menaikkan harga sewa kantin secara sepihak tanpa adanya komunikasi dan pemberitahuan, jadi hal tersebut tidak sesuai pada akad perjanjian di awal. Dengan biaya Rp. 200.000./ bulan. Menurut hukum ekonomi syariah bawasannya praktik yang dilakukan pada pemilik kantin tersebut tidak sah karna dilakukan kenaikan secara sepihak, Menurut Hukum Ekonomi Syariah pasal 302 menyatakan apabila salah satu syarat dalam akad ijarah tidak ada, maka akad itu batal.

Kata kunci : Sewa Menyewa, Hukum Ekonomi Syariah

INTRODUCTION

Humans are beings whose lives inherently require social interaction with other humans in order to realize such interaction. This can involve a process of thinking that, in principle, regulates relationships between one person and another. Every relationship in society cannot be separated from thought. A relationship of thought is a relationship between two or more thinking subjects. In a relationship of thought, it can occur between thinking subjects themselves and between thinking subjects and objects.¹ An agreement is an event in which one person promises another, or in which two people mutually promise to carry out something.² According to Sudikno, an agreement is a legal relationship based on mutual consent to produce legal consequences. The legal relationship occurs between one legal subject and another, where one legal subject has the right to performance and the other legal subject has the obligation to fulfill that performance as agreed.³

The rounding of legal matters is a process regulated by law where rights and obligations are linked to certain provisions, and failure to fulfill these rights and obligations can result in legal sanctions. Regarding legal acts, in essence, they can be understood simultaneously when understanding legal events. There are legal events that occur due to the actions of legal subjects; these actions are referred to as legal acts.

Peter Mahmud Marzuki uses the term legal actions. Legal actions are acts regulated by law, namely:

- a. Actions according to the law, for example, buying and selling, making a will, getting married, etc.
- b. Actions that are prohibited and threatened with criminal penalties by law, for example, drug trafficking, taking another person's life, etc.
- c. Actions that violate the law, for example, acts that harm others, unfair competition, etc.
- d. Actions taken for failing to fulfill obligations in law are referred to as default, for example, not paying debts, not sending goods ordered by the buyer, etc.

A lease agreement is an agreement by which one party binds itself to provide the other party with the enjoyment of an item for a certain period of time in exchange for a payment agreed upon by the latter party.

In a lease agreement, the item provided is not the ownership of the item itself, as in a typical sale, but merely the control over its use and the collection of its benefits for a certain period agreed upon in the contract. Thus, the ownership of the item remains with the party who leases it.⁴

Based on the existence of this lease agreement, it can benefit the parties involved, both the lessor and the lessee, who will mutually gain advantages. The lessee can obtain benefits from the canteen being leased, in accordance with the lease agreement, in this case, the canteen lease at SMA Negeri 1 Pampangan. However, in reality, the agreement is carried out not entirely following the agreement; sometimes the party leasing out cannot fulfill the terms of the

¹ Fhadilla Putri Mawardani, "perjanjian sewa menyewa dalam upaya penyelesaian wanprestasi, sulawesi, 27 Januari 2022, <http://repository.iainpare.ac.id/id/eprint/4669/1/16.2200.046.pdf>.

² Subekti, Hukum Perjanjian, Intermasa, Jakarta, 2005, 1

³ Sudikno, *Ilmu Hukum*, 2008

⁴ Wirjono Prodjodikoro, "Hukum Perdata Tentang Persetujuan-Persetujuan Tertentu" Cet-7 Penerbit sumur Bandung, 1981, 49

agreement and violates the contract. Non-performance is a situation where the debtor does not fulfill or carry out the performance as stipulated in the agreement.⁵

Leasing or renting is one form of mutualistic interaction among humans. This activity is also part of the care and concern within society. This is inseparable from the fundamental nature of humans, who have strengths and weaknesses. The assessment of this can be seen from the creation of humans conducting transactions both vertically and horizontally. Leasing or renting, or in Arabic *al-Ijarah*, means as a wage, compensation, or reward.⁶

Like other agreements in general, it has several elements, which include:

1. The existence of a party who rents out and a party who rents (subject)
2. The existence of consensus between both parties (agreement)
3. The existence of a rental object, whether it is a movable or immovable item
4. The obligation of the lessor to provide enjoyment of the object to the lessee
5. The obligation of the lessee to pay the rental fee to the lessor.⁷

SMA Negeri 1 Pampangan is the first and oldest flagship high school in Pampangan Village, and it offers activities such as extracurriculars, for example, OSIS, Paskibra, Scouts, PMR, Rohis, etc. At SMA Negeri 1 Pampangan, there is also a canteen where the school manages canteen rentals. Initially, the canteen was owned by one person, but later the land was donated by the original owner. The funds generated from this rental are managed by SMA Negeri 1 Pampangan, and the money from the rental is deposited into the school's cash funds.

Agreement on renting a canteen at SMA Negeri 1 Pampangan. In terms of installment payments, they are carried out by the canteen renter at SMA Negeri 1 Pampangan. The seller of the canteen provides a place to be rented to the renter so that the rented place can be fully used.⁸ After the researcher conducted an observation at the location in SMA Negeri 1 Pampangan, information from Mrs. Ira Marini, as expected, was correct: the land where the stall is located had already been endowed (*waqf*) by the landowner, Mr. Tumpang, to SMA Negeri 1 Pampangan. Every month, the vice principal of public relations usually collects the rent, which is Rp. 100,000 per month. Similarly, for the first issue, if someone is late in paying the canteen rent, a fine will be imposed on the next payment, calculated at Rp. 5,000 per day. If the rent is still not paid within 2 weeks, the canteen lease will be given to someone else who wants to rent the space. The second issue is the rent increase that occurs unilaterally or suddenly without any prior agreement, from Rp. 100,000 per month to Rp. 200,000 per month, which makes the tenant feel objected to the unilateral rent increase. In this often-occurring problem, the canteen party feels disadvantaged and complains about the sudden increase without an agreement between both parties, as the canteen party feels very disadvantaged because the canteen rent at SMA Negeri 1 Pampangan was increased without the consent of both parties.⁹

As for the terms and agreements in renting the canteen at SMA Negeri 1 Pampangan with the canteen tenant, there were no initial terms and agreements regarding price increases in the

⁵ Vina Amalia Nur permata, "Analisis Hukum Terhadap Wanprestasi Dalam Perjanjian Sewamenyewa: Tinjauan Putusan Perkara No.394/Pdt.G/2021/PNJkt.Pst, (Jakarta 8 desember 2023 H .381).

⁶ Muhammad Abdul Mannan, *Teori dan Praktek Ekonomi Islam*, (Jogjakarta: Dana Bhakti Wakaf, 2003), 113.

⁷ Salim H.S, "Hukum Kontrakan", cet ke-3, Sinar Grafika, Jakarta. 2006, 59

⁸ LestariPardeda, "analisis hukum wanprestasi perjanjian sewa", <https://repositori.uma.ac.id> , 2022.

⁹ Ira Marini, wawancara, dengan penyewa kantin di SMA Negeri 1 Pampangan, di desa pampangan kecamatan kabupaten ogan komering ilir (OKI), 2024

canteen rental. After the payment, the tenant suddenly demanded a different amount of rent without the consent of both parties.

According to M. Yahya Harahap, "A lease agreement is an agreement between the party renting out and the tenant. The party renting out hands over the item to be leased to the tenant to be fully enjoyed."¹⁰ And according to Wirjono Prodjodikoro, "A lease agreement is the handing over of an item by the owner to another person for the purpose of using and collecting the results from the item, with the condition that the user pays rent to the owner."¹¹

In a sale and purchase transaction, there are also rules that must be followed, such as conditions, provisions regarding what is allowed or not allowed in the transaction. Besides the rules and conditions of the contract that must be fulfilled in the agreement letter, several qualifications that comply with Islamic law must also be met, one of which is that it must not contain elements of *gharar*. A contract containing elements of *gharar* is feared to cause losses to one party or even harm both parties, and if not taken into account, it could lead to disputes. In community life, sale and purchase transactions are not unfamiliar. The practice of buying and selling can be observed in Pampangan village. In this practice, the object of purchase and sale in Pampangan village is the canteen sale. There are rules used by the owner of the place, namely:

1. According to the system, every month the canteen rent must be paid in the amount of 100,000 per month on time. If the rent payment is late, a penalty will be applied to the next payment.
2. No damage is allowed to the rented place. If there is any damage, the tenant is responsible and must compensate for the damage to the rented place.¹²

One form of human activity in economic matters is *ijarah* or leasing. *Ijarah* is a type of leasing transaction between the lessee and the lessor of assets or goods intended to gain benefits at a specified price and within a specified period. With this leasing relationship, both parties are involved in an agreement. Transactions using the *ijarah* contract have often developed in society to meet people's life needs. The *ijarah* contract can be said to be an agreement that involves selling the use of goods in exchange for a certain amount of rent.¹³ The essence of an *ijarah* contract from the lessee's side is the optimal utilization of the function of the item, and from the owner's side, it is essentially aimed at obtaining profits from the rental cost. In renting and leasing, rules have also been set regarding conditions, limitations, and forms of rental that are allowed or not allowed. Besides the rules and conditions of the contract that must be fulfilled in the agreement, several qualifications in accordance with Islamic law must also be met, one of which is that it does not contain elements of *gharar*. An agreement containing elements of *gharar* is feared to cause losses to one of the parties or even harm both parties, which could potentially lead to disputes.

One of the most important things in muamalat is the akad. Akad is intended to produce certain consequences of actions. More specifically, the purpose of a contract is a common intention that is determined and intended to be realized by the parties through the formation of

¹⁰ Yahya Harahap. "Segi-segi Hukum Perjanjian", 220

¹¹ Wirjono Prodjodikoro, "Hukum Perdata Tentang Persetujuan-Persetujuan Tertentu". 90

¹² Nina Anggraini "tinjauan hukum ekonomi syariah terhadap sewa menyewa", juli 2018, <https://repository.metrouniv.ac.id>

¹³ Rachmat Syafei, Fiqh Muamalah. 65

the contract. In the implementation of a contract, there are two conditions, namely ownership and competence. Ownership is something that belongs to a person so that they are free to act with what they own according to the rules of Sharia. Competence is a person's ability to act appropriately according to Sharia, either naturally, meaning carried out by themselves, or partially through a representative (becoming someone's agent).

Al-Ijarah comes from the word *al-ajr* which means *al-iwalul* (substitute). In terms of terminology, *ijarah* is understood as a contract for transferring rights to goods and services, through compensation payment, without being accompanied by the transfer of ownership over the object itself. *Ijarah* transactions are based on the transfer of benefits or services. The definition of *ijarah* is recognized in fiqh books. *Ijarah*, as commonly explained in fiqh books, usually involves only two parties, namely the one who provides the service and the one who receives it.¹⁴

In Islam, leasing and renting are known as *ijarah*. *Ijarah* means leasing or renting out the benefits of an object or work in exchange for a specified compensation. *Al-ijarah* originates from the word *al-ajr*, which means wage; in language, it is called *al-iwadh*, which in Indonesian means compensation or wage.¹⁵ *Ijarah* is a masdar (verbal noun) from the word (*ajara-ya'jiru*), which means a wage given as compensation for a month of work. *Al-ajr* means wage or compensation for a month of work. The basis for the permissibility of *Ijarah* in Islam is allowed according to Islam based on the word of Allah SWT in Surah Al-Baqarah, verse 233:¹⁶

وَالْوَالِدَتُ يُرْضِعْنَ أَوْلَادَهُنَّ حَوْلَيْنِ كَامِلَيْنِ لِمَنْ أَرَادَ أَنْ يُنْمِيَ الرِّضَاعَةَ ۖ وَعَلَى الْمَوْلُودِ لَهُ ۖ رِزْقُهُنَّ وَكِسْوَتُهُنَّ بِالْمَعْرُوفِ ۚ لَا تُكَلَّفُ نَفْسٌ إِلَّا وُسْعَهَا ۚ لَا تُضَارَّ وَالِدَةٌ وَلَا مَوْلُودٌ ۚ وَعَلَى الْوَارِثِ مِثْلُ ذَلِكَ ۚ فَإِنْ أَرَادَا فِصَالًا عَنْ تَرَاضٍ مِنْهُمَا وَتَشَاوُرٍ فَلَا جُنَاحَ عَلَيْهِمَا ۖ وَإِنْ أَرَدْتُمْ أَنْ تَسْرِعُوا فِصَالَهُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَلَّمْتُمْ مَا آتَيْتُمْ بِالْمَعْرُوفِ ۚ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

Meanings: “‘Divorced’ mothers will breastfeed their offspring for two whole years, for those who wish to complete the nursing ‘of their child’. The child’s father will provide reasonable maintenance and clothing for the mother ‘during that period’. No one will be charged with more than they can bear. No mother or father should be made to suffer for their child. The ‘father’s’ heirs are under the same obligation. But if both sides decide—after mutual consultation and consent—to wean a child, then there is no blame on them. If you decide to have your children nursed by a wet-nurse, it is permissible as long as you pay fairly. Be mindful of Allah, and know that Allah is All-Seeing of what you do” (Al-Baqarah ayat 233).

The verse becomes the basis for the existence of a leasing system in Islamic law, as expressed in the verse that a person may lease to another for the purpose of benefiting their children. Certainly, this verse applies universally to all forms of leasing.

¹⁴H.Abdul Manan, “ Hukum Ekonomi Syariah dalam perspektif kewenangan peradilan agama, 3 januari 2016.

¹⁵ Ainul Yaqin, Fiqh Muamalah Kajian konperensif Ekonomi Islam, (Surabaya : Duta Media Publishing, 2018), 56.

¹⁶QS. Al-baqarah ayat 233.

From the above issue regarding the lease agreement of the canteen at SMA Negeri 1 Pampangan, which concerns the initial terms and agreements that were not in accordance with the concept of *ijarah*, which means that *Al-Ijarah* comes from the word *al-ajru*. In terminology, *ijarah* refers to the contract of transferring the right to the benefits of goods and services, through the payment of a wage or fee, without transferring ownership. In Islam, leasing is known as *ijarah*. *Ijarah* means leasing the benefits of an item or compensation for a service to someone in exchange for a specified payment. *Al-ijarah* originates from the word *al-ajrul*, which means wage; in language, it is *al-iwadh*, which in Indonesian means compensation or reward. Therefore, this is very much contrary to the conditions of a rental contract.

RESEARCH METHOD

Field research study (field research) is conducted directly in the location where the object of the study is located. This study is carried out to be able to obtain accurate data with several indications or events that occur in society. This study is categorized as qualitative research. Qualitative research aims to understand the meaning behind the study directly in order to produce accurate information, while in terms of language patterns, it is intended to understand the meaning of words, sentences, and the implied meaning contained in a literary work. The qualitative approach is a study pattern that focuses on understanding various known or unknown issues that occur in social life, based on realistic or natural conditions in a holistic, complex, and detailed manner. This study has objectives and the disclosure of facts related to the matters mentioned, and this research will be carried out in the cafeteria of SMA Negeri 1 Pampangan.¹⁷

DISCUSSION

Cafeteria Lease Agreement at SMA Negeri 1 Pampangan OKI

From the explanation in the previous chapter, the lease agreement for renting the canteen at SMA Negeri 1 Pampangan is an agreement whereby one party binds itself to provide the other party with a certain item for a specific period in exchange for an agreed-upon payment. Based on the research conducted by the author in the field, through interviews with several parties involved in the practice of renting the canteen at SMA Negeri 1 Pampangan, the author found in the field, when interviewing some parties involved in the leasing practices at SMA Negeri 1 Pampangan, regarding how the canteen party and the person who rents out the space resolve matters.

In the rental agreement, there is an agreement that first explains what a rental agreement is. A rental agreement is an agreement made to rent something, carried out between the tenant and the party renting it out, with the aim of having a clear agreement in the rental arrangement.

The problem with renting the canteen at SMA Negeri 1 Pampangan is that it contradicts the initial agreement, which stated that the rent would not be increased, whereas in this rental agreement, the rent was suddenly raised without any mutual consent. As a result, the tenant feels disadvantaged by the sudden increase in rent. Here are some responses from the canteen side as follows.

¹⁷Suryani dan hendrayadi, Metode Riset Kuantitatif, Teori dan penelitian bidang manajemen dan ekonomi islam, (jakarta,prenadamedia group,2015), 111

According to Mrs. Ira Marini, the canteen tenant at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir Regency, the researcher asked: How does the canteen rental agreement process work at SMA Negeri 1 Pampangan?

*"Then Mrs. Ira Marini replied, as someone who usually rents the canteen space, the process starts with negotiations between the prospective tenant and the canteen management. We discuss the canteen location, rental price, and the facilities provided. After that, we make a verbal agreement without any written contract. In the initial agreement, the party renting out the canteen did not mention any potential rent increase."*¹⁸

According to Mrs. Ika, the researcher then asked how long the rental period of the canteen at SMA Negeri 1 Pampangan was.

"Then Mrs. Ika replied that, as the second tenant of the canteen, there is no specific rental period. In addition, a not-too-long rental period also provides flexibility for the owner of the place to make evaluations or changes if needed. However, of course, this rental period can be adjusted based on the agreement of both parties and the conditions on the ground, such as the need for facility repairs at the place."

Then the writer continued to interview Mrs. Sri, who is the third person to rent the canteen at SMA Negeri 1 Pampangan, about her opinion on the sudden increase in canteen rent without any agreement between the two parties?

"Mrs. Sri said, "Yes, I feel very disadvantaged because the increase in canteen rent makes me a little upset. Why didn't it get discussed from the start that the rent would be increased? Suddenly the rent is raised, and I just can't accept it. In my opinion, a sudden increase in canteen rent without prior agreement between both parties is certainly very disappointing and unfair. As tenants, we hope for open and transparent communication, as well as mutual deliberation before such decisions are made. Sudden increases like this greatly affect the financial planning of our business. We hope that in the future, any changes related to rent can be discussed beforehand to foster a mutually respectful and beneficial relationship".¹⁹

Then the writer continued to interview the next canteen tenant named Mrs. Septi. I asked her if there were any solutions or policies offered to the canteen regarding the increase in rental prices of the canteen.

*"Then Mrs. Septi answered my question, saying that the increase in canteen rental prices could burden various parties. Therefore, we offer several solutions, such as the option to pay in installments because we, from the canteen side, feel burdened by the sudden increase in the rental price. We are also open to further negotiations to find the best solution for all parties."*²⁰

Then the researcher asked the party from one of the canteen lessors about whether they had plans to resolve this issue and, according to the ijarah contract regarding the canteen lease at SMA Negeri 1 Pampangan, why was the canteen rent suddenly increased?

"According to Mrs. Imelda, S.Pd, she responded that some parties from the canteen felt very concerned about the rent increase. We greatly appreciate the opportunity given and want

¹⁸ Ibu Ira Marini, Selaku Penyewa Kantin SMA Negeri 1 Pampangan, Wawancara. (Pampangan , 29 April 2025 Pukul 10.15)

¹⁹ Ibu Sri, Selaku Penyewa Kantin SMA Negeri 1 Pampangan, Wawancara . (29 April 2025 Pukul 11.15 WIB)

²⁰ Ibu Septi, Selaku Penyewa Kantin SMA Negeri 1 Pampangan, Wawancara. (29 April 2025 Pukul 12.15 WIB)

to resolve this issue amicably and peacefully. We also understand that there are operational obstacles, but we hope that all parties can still adhere to the agreed terms to avoid harming both sides. As for the ijarah contract in the canteen lease, as long as the ijarah transaction is still valid, the musta'jir (tenant) has the right to the benefits. And here I will also explain why I raised the canteen rental price, which is due to the need to sustain the place. This requires a lot of expenses, which is why we increased the canteen rental price. Initially, the agreement stated that there would be no price increase, but we needed more funds to maintain the place. However, most of the canteen parties did not accept the price increase, which goes against the law. Therefore, according to the ijarah contract, it is declared invalid because it contradicts and violates the terms and legal agreements. Hence, the rental agreement is invalid as it does not fulfill one of the conditions of the ijarah contract."²¹

So, from the results of the interview above, it can be concluded that the rental agreement for the school canteen was conducted informally and did not comply with the principles of a sharia-compliant ijarah contract or administrative requirements. The rental process began with verbal negotiations between the prospective tenant and the canteen manager, discussing issues such as location, rental price, and facilities, but these were not documented in a written agreement. This led to uncertainties, such as the sudden increase in rent, which was not discussed at the beginning and was not agreed upon by both parties.

The tenants feel disadvantaged due to the lack of open communication and transparency in decision-making regarding price changes. Meanwhile, the management acknowledges that the price increase was made based on operational needs and facility improvements, but legally, under the terms of the contract, this contradicts the valid conditions of an ijarah agreement, which requires clarity and mutual agreement between both parties regarding the object and rent price from the outset, such as the lease term, agreement on ujah (price), and clarity of the benefits being leased. Therefore, it is recommended that a binding written contract be made in the future to ensure legal clarity, fairness, and comfort for all parties involved.

The Perspective of Sharia Economic Law on Renting a Cafeteria at SMA Negeri 1 Pampangan.

From the perspective of Islamic economic law, the leasing of the canteen at SMA Negeri 1 Pampangan does not fulfill the requirements of an ijarah contract because it contradicts the terms and agreement, as it does not align with the initial agreement. The law regarding leasing transactions in Islamic economic law is permissible (mubah), as long as there is no evidence indicating that the type or form of the transaction is prohibited. This principle serves as an important basis for those involved in leasing (*tajir/mustatsmir*) to innovate in conducting leasing activities, as long as they do not conflict with Shariah rules and the basic principles of Islamic economic law. In the business world, everyone wants to make a profit, and this effort does not recognize the limits of halal and haram. In Islamic economic law, the main principle is that leasing must be done by parties who understand the terms and are in full awareness and freedom to make an agreement.²²

²¹ Ibu Emilda S, Pd, Selaku yang mewakili dari pihak sekolah dan penyewa kantin, Wawancara. (29 April 2025 Pukul 01.30 WIB)

²² M. Ali Hasan, *Berbagi Transaksi Dalam Islam (Fiqh Muamalah)*, (Jakarta: Pt. Raja Grafindo Persada, 2004), 109

In Islamic economic law, leasing transactions (*ijarah*) are allowed as long as they comply with Islamic principles. If a high school canteen is leased to a certain party, there are several things that need to be considered in accordance with Sharia provisions.

1. Clear object: The goods or services being rented must have clear benefits and be usable by the tenant according to the agreement.
2. Transparent contract: The agreement between the school and the tenant must clearly state the duration, rental costs, as well as the rights and obligations of each party.
3. Fair price: The rental fee must be determined fairly without any element of *gharar* (uncertainty) or exploitation.
4. Halal and *tayyib*: The canteen must sell food and beverages that do not conflict with Islamic values.
5. *Riba*: Rent payments must not involve interest or usurious transactions.
6. Agreement free from injustice: No party should be disadvantaged in the rental contract, whether the tenant or the landlord.

To see whether the procedure of the lease contract (*ijarah*) for renting the canteen at SMA Negeri 1 Pampangan is valid according to sharia if the lease has fulfilled the requirements. In the canteen lease procedure at SMA Negeri 1 Pampangan, the researcher obtained the research results viewed from the pillars and conditions of the lease (*ijarah*), namely: According to the Hanafi school, the pillar of *ijarah* is only one, which is the offer and acceptance (*ijab and qabul*) from both parties involved in the transaction. According to the majority of scholars, there are four pillars of *ijarah*, namely:

1. The two parties entering into the contract
2. The formula (*ijab and qabul*)
3. The object of the lease

The conditions of *al-ijarah* as written by Nasrun Haroen are as follows:²³

- a. Contract (*ijab and qabul*)
 1. According to Ulama
 - a) The *ijarah* transaction is conducted clearly
 - b) Both parties understand the *ijarah* transaction well
 - c) There is a conformity between the tenant's statement and the lessor's response.
 2. According to KHES
 - a) Article 252: The wording of the *ijarah* contract must be clear; the *ijarah* contract can be carried out verbally and/or canceled based on mutual agreement.
 - b) Article 253: The *ijarah* contract can be amended, extended, and/or indicated.
 - c) Article 254: 1) The *ijarah* contract can be applied for a future time, 2) Parties engaging in an *ijarah* contract may not cancel it just because the contract is not yet in effect.
 - d) Article 255: An agreed *ijarah* contract cannot be canceled due to a higher offer from a third party.²⁴

²³ Andri Soemitra, *Hukum Ekonomi Syariah dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*, (Jakarta : Prenada Media, 2019), 121

²⁴ Andri Soemitra, *Hukum Ekonomi Syariah dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*, (Jakarta : Prenada Media, 2019), 121

Article 256: 1) If the lessee becomes the owner of the leased property, the ijarah (lease) contract ends automatically, 2) this provision also applies to collective/group ijarah. Article 258: The ijarah contract can be conducted in an upfront payment or at a distance. In the lease agreement for the canteen at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir Regency, the contract was made verbally between the tenant and the lessor.

In the lease agreement at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir, it was made between two parties: the canteen party (the tenant), and the party leasing the place, who is an adult (pubescent), competent, and legally responsible for their actions and for the benefits of the leased property.²⁵

Renting a canteen uses the principle of leasing, so the law that can be applied to this matter is something that has been regulated in the leasing of the canteen at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir Regency. This includes the terms, conditions, and other aspects involved in leasing the canteen. The most important principle in transactions is that nothing we do should cause harm, either to ourselves or to others. These rules have been concretely explained in several provisions of Islamic jurisprudence known as *fiqh muamalah*, all of which are the result of deriving legal understanding from the Qur'an and Sunnah. In Islamic law, leasing is called *ijarah*, which linguistically means compensation (reward). From the definition of leasing in Islam, *ijarah* is the transfer of the right to use goods or services within a certain time frame through the payment of rental fees, without transferring ownership rights onto the stuffs.

The parties who entered into the canteen rental agreement at SMA Negeri 1 Pampangan are the canteen owner (*mustajir*) and the canteen renter (*mu'jir*). Based on the research, the agreement was made verbally and not in writing, as they were already familiar with each other. With this agreement, they share the same goal based on the principle of mutual assistance. However, in this case, the canteen renter raised the prices unilaterally without prior notification, communication, or agreement between the two parties. According to the perspective of Islamic economic law, this action is invalid because one of the conditions was not met and it violates the initial agreement.²⁶

In Islamic law, it has been determined that transactions or agreements in the business world, especially in the field of *ijarah* (leasing), are required to fulfill and adhere to the provisions, all rules, and responsibilities that it creates between one person and another. For more details, we can look at the conditions of validity and pillars of leasing based on Allah's command in Surah An-Nisa (4):29, which states:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُم بَيْنَكُم بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ؕ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ؕ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

²⁵ Rachmat Syafe'i, *Fiqh Muamalah*, (Bandung : CV Pustaka setia, 2010), 125

²⁶Hendi Suhendi, *Fiqh Muamalah*, 117

Artinya: "O believers! Do not devour one another's wealth illegally, but rather trade by mutual consent. And do not kill 'each other or' yourselves. Surely Allah is ever Merciful to you.." (QS.An-Nisa'4: 29).²⁷

From the perspective of Islamic economic law, Surah An-Nisa verse 29 serves as an important foundation regarding buying and selling transactions and wealth management. This verse explicitly prohibits Muslims from "consuming each other's wealth unjustly," which means taking someone else's wealth in ways that are illegitimate or forbidden by Sharia, except through trade conducted on the basis of mutual consent or willingness between the transacting parties. This verse forbids all forms of acquiring wealth that are not in accordance with Sharia, such as usury, fraud, corruption, gambling, and other dishonest practices. From the explanation of the verse above, if a transaction in Islamic economic law is done under coercion or without mutual consent, then such a transaction is considered invalid.

In the leasing of the canteen at SMA Negeri 1 Pampangan, from the perspective of Islamic economic law, it has shortcomings, and from the principle of willingness (Al-Ridha), this principle informs both parties conducting the transaction contract on the basis of mutual consent or mutual willingness. Essentially, the canteen owner stated that there would be no increase in the canteen rental price, and in the initial agreement, it was already agreed that the rent would not be raised. This is what makes it invalid under the *ijarah* contract, as it does not comply with the views of Islamic economic law. According to the Compilation of Islamic Economic Law, the conditions and implementation of the *ijarah* contract are stated in Article 301, which reads: To complete an *ijarah* contract process, the parties involved must have the competence to perform legal acts.²⁸

In Muamalah Fiqh, *khiyar* is the right to cancel or continue a transaction after an agreement has been made between both parties, whether in buying and selling, leasing, or other contracts. In the context of leasing (*ijarah*), *khiyar* gives one or both parties the right to cancel or continue the lease contract based on certain conditions that are considered detrimental or inappropriate.

From the explanation above, it can be seen that the party conducting this contract is acting against Islamic law and the *ijarah* contract. Therefore, the lease of the canteen at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir Regency, is invalid. According to Sharia economic law, leasing a canteen without an agreement between both parties is not permissible. In this lease, there is no clear guardian or witness for the contract, as well as no mutual agreement required for the lease to be valid; there must be a clear agreement between both parties (the lessee and the owner) clear and mutually agreed upon regarding the terms of the agreement, including rent payment, lease duration, and the rights and obligations of each party.

It can be concluded that the rental agreement (*ijarah*) for the canteen at SMA Negeri 1 Pampangan is not valid, because it does not comply with the initial agreement. Therefore, in Islamic economic law, it is important to have an agreement between both parties for the contract to be valid, and it is essential to obtain proper authorization and a legitimate guardian to comply with Islamic law. Hence, to meet the applicable legal provisions and ensure that all parties involved in the canteen rental at SMA Negeri 1 Pampangan have adequate legal knowledge.

²⁷ Departemen Agama RI, *Al-Qur'an Tajwid dan Terjemahannya*, (jakarta : Maghfirah Pustaka, 2006), 83.

²⁸ Agung Ri, "Kompilasi Hukum Ekonomi Syariah," *Mahkamah Agung* (2016), 65

CONCLUSION

Based on research on "A Review of Sharia Economic Law on Renting a Canteen at SMA Negeri 1 Pampangan, Pampangan District, Ogan Komering Ilir (OKI)." The following conclusions can be drawn: 1) The contract for renting the canteen uses a system where there is a lessor and a lessee, and they make an agreement stating that the agreement does not specify a rental period. The agreement is oral without any written contract. Rent for the canteen is paid monthly at a rate of Rp. 100,000 per month. Additionally, the contract includes a clause that there will be no increase in the canteen rental price, and both parties have agreed to this contract. However, a year later, the tenant suddenly requested an increase in the canteen rental fee. The canteen rental fee was raised by IDR 200,000 per month, unilaterally, without any prior notice and without any communication that the rental fee would be increased. Therefore, the agreement violated the initial contract. 2) According to the view of Islamic economic law, a canteen lease agreement, based on the explanation above, shows that the agreement used does not fully meet the requirements of a contract. Therefore, there is an indication that the agreement is not in accordance. As explained in KHES Article 305, if one of the conditions in an ijarah contract is absent, the contract is null. Also, in an ijarah agreement, unilateral decisions are not permitted. Thus, according to Islamic economic law, the agreement is declared invalid because it does not meet one of the conditions of an ijarah contract.

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