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Default in Ijarah Contracts For MUA Services: A Sharia Economic Law Perspective

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Abstract
This study analyzes the practice of default in the ijarah contract for Make Up Artist (MUA) services in Maibit Village and assesses its compliance with Islamic economic law principles. Employing an empirical legal approach (socio-legal research) with qualitative methods including in-depth interviews, field observations, and literature review of muamalah jurisprudence this study examines the forms, causes, and implications of contractual violations in village-based creative services. The findings reveal that MUA service contracts in Maibit Village are predominantly oral, lacking adequate written documentation, which leads to defaults in the form of delayed or reduced wage payments and uncompensated additional services. These practices violate the principles of justice ('adl), trust (amanah), and contractual fulfillment (wafā' bil 'uqūd) in Islamic economic law. The novelty of this study lies in its empirical analysis of ijarah defaults in micro creative services at the village level, positioning service providers – rather than consumers as the primary subject of legal protection under sharia economic law. This study contributes to the literature by extending ijarah contract analysis from the formal sector to the informal creative economy and recommends the adoption of detailed service agreements, simple written documentation, and advance payment ('urbun) mechanisms to strengthen contractual commitment and safeguard service providers' economic rights.

INTRODUCTION

The growth of the service-based economy in contemporary society is closely linked to shifting social needs and lifestyle patterns that place professional services at the center of various cultural and ceremonial activities. Among these, makeup artist (MUA) services have experienced significant expansion not only as aesthetic services but as part of the creative industry with high economic and social value.[1] Demand for MUA services spans weddings, engagements, graduations, and other formal events, establishing this profession as a livelihood for many micro-entrepreneurs at the local level, including in rural communities. In this context, the practice of MUA services constitutes a service-based economic activity that generates contractual rights and obligations between service providers and users.[2]

From the perspective of sharia economic law, the legal relationship between MUA service providers and service users is qualified as an *ijarah contract*, which is a contract for the transfer of benefits for a service in exchange for an agreed wage (*ujrah*). The ijarah contract places services as objects of value and legal benefits as long as they meet sharia principles, such as clarity of benefits, agreement of the parties, and certainty of rewards.[3] Therefore, this contract contains legal consequences in the form of a reciprocal obligation ([4]*al-iltizam al-mutabadil*) between the parties, where the service provider is obliged to provide services according to the agreement on quality, time, and form of service, while the service user is obliged to fulfill the payment of wages in full and on time according to the agreement. The balance of rights and obligations is a manifestation of the principles of justice (*al-'adl*), trust, and the obligation to fulfill the contract (*wafa' bil 'uqud*).[5]

Conceptually, ijarah contracts in MUA services can be understood as the exchange of professional benefits that are personal and non-material, where the value of services lies in the skills, creativity, and working time of the service provider. In contrast to ijarah over

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[1] Aulia Deva Rahmadani and Dinda Sukmaningrum, 'Strategi Pengembangan Pada Jasa Make Up Artist Dan Fesyen Bisnis Devara Studio', *Joaen: Journal Of Academic And Entrepreneur*, 1.02 (2024), pp. 128–38.

[2] Rina Anggraeni, Jawoto Nusantoro, and Elmira Febri Darmayanti, 'Analysis of Pricing of Make Up Artist (MUA) Services Using the Cost Plus Pricing Method and the Going Rate Pricing Method', Expensive: Journal of Accounting and Finance, 4.2 (2025), pp. 161–73.

[3] Ade Nur Rohim and Atang Abdul Hakim, 'Transformation Of Ijarah Contract: The Review of The Concept and Its Implementation in Islamic Banking', *Al-Tahrir: Jurnal Pemikiran Islam*, 23.1 (2023), pp. 53–82.

[4] Devianita Devianita, 'Application Of Ijarah Contracts In Sharia Bank Financing Products', Mutawazin (Journal of Sharia Economics), 2.1 (2021), pp. 43–55.

[5] Doli Witro and others, 'Analisis Implementasi Akad Ijarah Di Perbankan Syariah Berdasarkan Regulasi Dan Fatwa', *Asy-Syari'ah*, 23.2 (2022), pp. 279–96.

objects, the object of ijarah in MUA services is intangible and highly dependent on individual competence, so that the elements of *trust* and professionalism are important components in the implementation of contracts. This requires clarity on the specification of the benefits of the service, such as the type of makeup, the duration of the service, the number of sessions, the use of certain products, and the time of implementation, so that there is no gharar (ambiguity) in the contract. Thus, the validity and binding strength of the ijarah contract for MUA services is highly dependent on the clarity of the agreement on benefits (*ma'qud 'alaih*) and wages (*ujrah*) agreed upon by the parties from the beginning of the transaction conceptually, the ijarah contract in MUA services can be understood as an exchange of professional benefits that are personal and non-material, where the value of the service lies in skills, creativity, and working timeservice providers. In contrast to ijarah over objects, the object of ijarah in MUA services is intangible and highly dependent on individual competence, so that the elements of *trust* and professionalism are important components in the implementation of contracts. This requires clarity on the specification of the benefits of the service, such as the type of makeup, the duration of the service, the number of sessions, the use of certain products, and the time of implementation, so that there is no gharar (ambiguity) in the contract. Thus, the validity and binding force of the MUA service ijarah contract is highly dependent on the clarity of the benefit agreement (*ma'qud 'alaih*) and wages (*ujrah*) agreed upon by the parties from the beginning of the transaction.[6]

Although conceptually the ijarah contract has provided a clear normative framework for service relationships, the practice of MUA services in society still takes place in a pattern of informal relationships that rely on personal trust and verbal agreement. This condition causes weak contractual documentation and agreement enforcement mechanisms in the event of violations. In practice, it is not uncommon to find situations where the service provider has carried out the service obligations according to the agreement, even fulfilling additional requests outside the initial agreement, but the service user does not fulfill the obligation to pay wages in full or on time. This phenomenon shows that there is a default in the ijarah contract, namely the non-fulfillment of contractual obligations as agreed. From the perspective of sharia economic law, default is not only interpreted as a violation of a civil contract,

[6] Raudha Putri Ekasari and others, 'Makeup Artist Communication Mix Model in Jakarta', *Pancasila International Journal of Applied Social Science*, 2.02 (2024), pp. 292–311.

but also as a form of non-compliance with the value of trust and justice in muamalah transactions, because it harms the party who has carried out its obligations legally.[7]

The implications of default in MUA service practices have a broader dimension than just individual economic losses. For micro-scale service providers, non-payment of wages has a direct impact on business sustainability, income stability, and protection of professional work results. In addition, the weak certainty of payments in informal service transactions also reflects the lack of optimal internalization of the principles of sharia contracts in the economic practices of the local community. This condition shows that there is a gap between the norms of ijarah contracts in sharia economic law and the socio-economic practices of services in the community, especially in the community-based creative services sector such as MUA. Therefore, the phenomenon of default in MUA services is not only relevant to be studied from the contractual aspect, but also from the perspective of sharia compliance and protection of small service business actors in the community's economic system.[8]

Studies on defaults in ijarah contracts and legal protection in service transactions have actually been widely carried out in the literature of sharia economic law. Part of the research focuses on defaults in ijarah contracts in the formal sector such as employment, financing, and renting goods, focusing on aspects of contract violations, the responsibilities of the parties, and dispute resolution mechanisms. Other research discusses legal protection in service transactions, but generally places consumers as parties who must be protected from business actors. Meanwhile, studies on community-based service professions such as MUA are more in the realm of entrepreneurship or creative industries, not in the dimension of contracts and defaults from a sharia perspective. Thus, *the state of the art* shows that the study of ijarah contract defaults is still dominant in the formal sector and has not studied much of the contractual relationship of micro creative services at the village community level, and has not placed service providers as the subject of protection in sharia economic law. Scientific novelty (*novelty*) This article lies in the empirical analysis of defaults in ijarah contracts in MUA services as a creative service profession based on the village community as well as the placement of service

[7] Rama Armedi and Uin Maulana Malik Ibrahim Malang, 'Analisis Hukum Foto Prewedding Perspektif Fikih Kontemporer Mufatihatuttaubah Rorom Ika Putri Sudirman', in *Journal Hukum Islam Nusantara* (2025), 08.
[8] 'View of Ijarah Asset Contract: A Product Innovation For Islamic Microfinance', n.d. [accessed 1 March 2026].

providers as parties who need protection from the perspective of sharia economic law. This study not only examines the concept of default normatively, but also relates it to the socio-economic practices of the village community, the form of contract violations that occur, the causative factors, and its implications for the principles of justice and trust in muamalah. Thus, this article expands the scope of ijarah contract studies from the formal sector to the micro creative services sector and presents a protection perspective for small service business actors in sharia economic law.[9]

Based on the results of an interview with Andin Madani Wedding as a makeup service provider (MUA) in the field, it was found that it was quite crucial problems related to the implementation of the ijarah contract, namely the delay and even failure to pay wages by service users after the service was completed. The service provider said that most transactions are still carried out orally without a written agreement, so when there is a violation of the agreement, it becomes difficult to enforce rights. In some cases, the service user reasons that there is a discrepancy in the results or delay of the event as a pretext to delay or reduce payment, even though the service provider has carried out its obligations according to the initial request and often even provides additional services without additional compensation. These findings show the weak legal protection and contractual awareness in the practice of ijarah contracts in the makeup service sector, while emphasizing the need to apply the principles of transparency, clarity of contracts, and written documentation to minimize the potential for default and maintain the value of justice and trust as stipulated in sharia economic law.[10]

Based on this description, this study aims to empirically analyze the practice of default in ijarah contracts in MUA services in Maibit Village, identify the factors behind it, and assess its conformity with the principles of sharia economic law. This study is important to provide a comprehensive understanding of the implementation of ijarah contracts in the creative service sector of village communities as well as formulate a fair protection framework for service providers from the perspective of sharia economic law. Thus, the results of the research are expected to contribute theoretically to the development of ijarah contract studies in the micro service sector and practically become a reference for the community and service business actors in realizing muamalah practices that are fair, trustworthy, and in accordance with sharia principles.

[9] Eko Arief Cahyono and Zahrotul Ni'mah, *Wanprestasi Dalam Praktik Giveaway Sebagai Daya Tarik Konsumen Di Instagram Perspektif Hukum Bisnis Islam*, no. 2 (n.d.), IV.
[10] Andin Madani Wedding, MUA Interview (Maibit, 2025).

METHODS

This research employs an empirical legal approach (socio-legal research), examining the practice of ijarah contract default in MUA services in Maibit Village and its conformity with Islamic economic law principles. A qualitative methodology was selected because the research objective requires an in-depth understanding of social practices, contractual perceptions, and the experiences of actors in informal service transactions—dimensions that cannot be captured through quantitative measurement alone.

Primary data were obtained through in-depth semi-structured interviews with five informants selected purposively: two MUA service providers (including Andin Madani Wedding as the key informant), two service users who had engaged in MUA transactions, and one community figure with knowledge of local muamalah practices. The inclusion criteria for service provider informants were: active as a professional MUA in Maibit Village for at least one year and having experienced at least one payment default. Secondary data comprised muamalah jurisprudence literature, applicable regulations, DSN-MUI fatwas related to ijarah contracts, and relevant scientific journals. Tertiary data included legal dictionaries and encyclopedias used for conceptual clarification.

Data collection was conducted through: (1) semi-structured interviews to explore the forms of agreements, contract implementation practices, and wage payment patterns; (2) field observation of MUA service practices in Maibit Village; and (3) documentation of evidence of agreements or transaction records, including digital messages serving as informal contractual documentation.

Data validity was ensured through methodological triangulation—cross-checking interview findings with observational data and documentation—as well as source triangulation by comparing statements across multiple informants. Data analysis followed a descriptive-analytical qualitative approach, proceeding through stages of data reduction, data presentation, and conclusion drawing, to identify the forms and factors of default in MUA service ijarah contracts and assess their conformity with the principles of justice, trust, and contractual fulfillment in sharia economic law.

RESULT AND DISCUSSION

1. Practice of Ijarah Contract in MUA Services in Maibit Village

Field findings indicate that MUA service contracts in Maibit Village are primarily formed through direct verbal agreements between service providers and users, either in face-to-face meetings or via social media communication such as text messages. These agreements typically cover the type of makeup, time and location of service, and the amount of wages (ujrah). In some cases, providers also require a down payment as confirmation of the order, with the remaining balance paid after service completion.

From a structural standpoint, these contracts have fulfilled the basic elements of ijarah: the existence of contracting parties (al-'aqidan), the object of service benefits (ma'qud 'alaih), and wages (ujrah). However, they have not met the principle of contractual certainty, as most agreements lack written documentation and fail to specify: the scope of services, limitations on changes to requests, unilateral cancellation consequences, or remedies for late or non-payment. This condition is analytically consistent with what Hasanuddin and Jaih Mubarok describe as the principle of al-ihtiyat fi al-'uqud (contractual prudence), which requires the clarity and documentation of contractual terms to prevent dispute.[11]

Sociologically, this pattern reflects what Granovetter (1985) terms 'embeddedness'—the tendency for economic transactions in village communities to be embedded in social relations of kinship and community closeness. Parties rely more on mutual trust than formal legal mechanisms, weakening the legal certainty of contracts. While Islamic law recognizes the validity of oral contracts (al-'aqd al-shafahi) as long as they fulfill the required conditions, scholars of muamalah fiqh recommend tatsbit al-'aqd (contract documentation) as a means of preventing disputes (raf' al-niza') and protecting the rights of all parties—a principle reinforced in Q.S. Al-Baqarah: 282.

2. Form of Default in the MUA Service Ijarah Contract

Based on interview data and field observations, three primary forms of default were identified in the practice of MUA services in Maibit Village. First, delayed payment of wages (ujrah) after the completion of services, without any prior agreement on payment extensions. Second, unilateral reduction of wages by service users citing subjective dissatisfaction with results or event delays, despite services having been rendered according to the initial agreement. Third, requests for additional services—such as additional makeup sessions, changes in makeup type, or use of specific products—on the day of implementation, without being accompanied by wage adjustments.

From the perspective of contract law, these forms of default correspond to two categories recognized in legal doctrine: (1) non-performance of agreed obligations, and (2) defective performance not in accordance with the agreement. In the framework of sharia economic law, non-fulfillment of the obligation to pay wages after the service

[11] Lisa Aminatul Mukaromah and Lisa Aminatul Mukaromah, 'Comparative Ijarah And Leasing In The View Of Sharia Economic Law', Al Maqashidi : Nusantara Journal of Islamic Law, 4.2 (2022), pp. 51–64.

benefit (manfa'ah) has been delivered constitutes a violation of the ijarah contract.[12] The basic principle is established in the jurisprudential maxim: al-ajr bi qadr al-manfa'ah (wages are proportional to the benefit received). Thus, unilateral reduction of payment without a valid new agreement constitutes an act of injustice (zulm) against the service provider.[13]

The third form—additional services without wage adjustment—is analytically the most significant. Service users received greater benefits than those originally contracted, yet denied the service provider commensurate compensation. This constitutes what classical jurists term akl al-mal bi ghair haqq (the taking of another's property without legitimate right), violating the principle of al-'iwad al-'adil (fair exchange) that underlies valid ijarah transactions. The absence of tajdid al-'aqd (contract renewal) when the scope of services changes substantially contributes to gharar and subsequent disputes.[14]

A further structural characteristic of default in this context is the absence of formal dispute resolution or enforcement mechanisms. Unlike formal sector ijarah contracts with legally binding documentation, defaults in village MUA services tend to be resolved informally or simply absorbed by the service provider to preserve social relationships—an outcome that is economically detrimental and structurally normalizes non-compliance.

3. Analysis of Defaults in the MUA Service Ijarah Contract from the Perspective of Sharia Economic Law

Analysis through the lens of sharia economic law reveals that the defaults occurring in Maibit Village are attributable to three interconnected failures in ijarah contract implementation: (1) absence of ma'lum al-manfa'ah (clarity of service benefits), enabling conflicting interpretations of scope; (2) absence of ma'lum al-ujrah (wage certainty), particularly in relation to adjustment mechanisms when service scope changes; and (3) weak contract enforcement due to the absence of documentation (tatsbit al-'aqd).[15]

These failures collectively violate the principle of wafā' bil 'uqūd (fulfillment of contractual obligations), as established in Q.S. Al-Maidah: 1. More specifically, the non-payment or reduction of wages after service delivery contravenes the maqasid al-sharia

[12] M. Naufal Razzan Hamdi and others, 'Upaya Hukum Terhadap Wanprestasi : Perspektif Hukum Perikatan Dan Penegakan Hukum Di Indonesia', *SYARIAH : Jurnal Ilmu Hukum*, 2.1 (2024), pp. 194–204.
[13] Frida Luciana Zaini and others, 'Wanprestasi Developer Rumah Griya Papan Asri Perspektif Hukum Perlindungan Konsumen Dan Hukum Ekonomi Syariah', in *Journal Hukum Islam Nusantara* (2022), 06.
[14] Fita Nurotul Faizah, 'Akad Ijarah: Multijasa Financing Mechanism In Baitul Maal Wa Tamwil (BMT)', *AL-ARBAH: Journal of Islamic Finance and Banking*, 4.2 (2022), pp. 123–40.
[15] Andini Andini Dewi Syafitri and Muhammad Syarofi, 'The Implementation of the Ijarah Agreement at the Beauty of Mrs. Mona Salon', Journal of Islamic Economic Recognition , 3.02 (2024), pp. 49–56.

dimension of hifz al-mal (protection of property), as the economic rights of service providers are left without an effective protection mechanism. This is compounded by the principle that al-gharim gharimu (the party who causes loss must bear responsibility), placing the obligation of reimbursement (dhaman) squarely on the defaulting party.[16]

These findings show that the failure in ijarah contracts is not solely caused by ignorance of sharia principles, but also by the relational character of contracts in the village informal economy that relies more on trust than formal documentation. In this perspective, the absence of tatsbit al-'aqd is not always understood as a weakness, but rather as part of a prevalent social practice. However, this condition actually creates power asymmetry, where service users have a more dominant bargaining position to modify services without renegotiating contracts.[17]

In addition, the default is also contrary to the principles of trust and justice in muamalah. The service provider has fulfilled its professional obligations, so that according to sharia it is entitled to ujrah in full. In the rules of jurisprudence muamalah it is stated that "al-ajr bi qadr al-manfa'ah" (wages are proportional to the benefits given). Therefore, unilateral reduction of payments by clients without a valid basis for an agreement is a form of injustice ('zulm) against service workers.[18] This practice is also not in line with maqasid al-sharia in the aspect of hifz al-mal (property protection), because the economic rights of service providers are not protected.

When compared to the results of previous research on defaults in service ijarah contracts, the findings of this study show the peculiarities of the bridal makeup service sector in rural areas that are informal and based on social trust. In contrast to formal service research which generally has a written contract, the case in Maibit Village shows that the contract is carried out orally so that the legal position of the service provider becomes weaker when a payment dispute occurs. This strengthens the findings of previous research that weak contract documentation is the dominant factor in the occurrence of defaults in diploma-based services. However, this study adds a new dimension in the form of the practice of requesting additional services without a clear contract adjustment as the main cause of default in MUA services.

Thus, the analysis of sharia economic law shows that the default in MUA services in

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[16] Intan Nirmala and Eko Arief Cahyono, 'Analisis Wanprestasi Dalam Perjanjian Bisnis Endorsement Perspektif Hukum Ekonomi Syariah', in *Journal Hukum Islam Nusantara* (2022), 06.
[17] Yashila Rahima and Nahara Eriyanti, 'Determination Of Ujrah On Warehouse Collateral According To The Ijārah "Alā Al-Manāfi" Contract', *JURISTA: Jurnal Hukum Dan Keadilan*, 9.1 (2025), pp. 269–92.
[18] Abdul Wahid Al-Faizin and others, 'Studi Komparasi Akad Ijarah Dan Jua'alah Serta Aplikasi Keduanya Dalam Ekonomi Modern', *Jurnal Ilmiah Ekonomi Islam*, 10.3 (2024), pp. 3386–92.

Maibit Village occurs due to the non-fulfillment of the obligation to pay ujrah by the client after the service benefits are provided, as well as the absence of contract renewal when there is a change in service. This practice is contrary to the principles of clarity of contracts, justice, and property protection in sharia. Therefore, a settlement that is in accordance with the perspective of sharia economic law should place the obligation to pay the client in full according to the benefits of the services received, as well as encourage a clearer and documented practice of ijarah contracts to prevent similar disputes.

4. Legal Implications and Default Prevention Model in Contracts Ijarah MUA Services

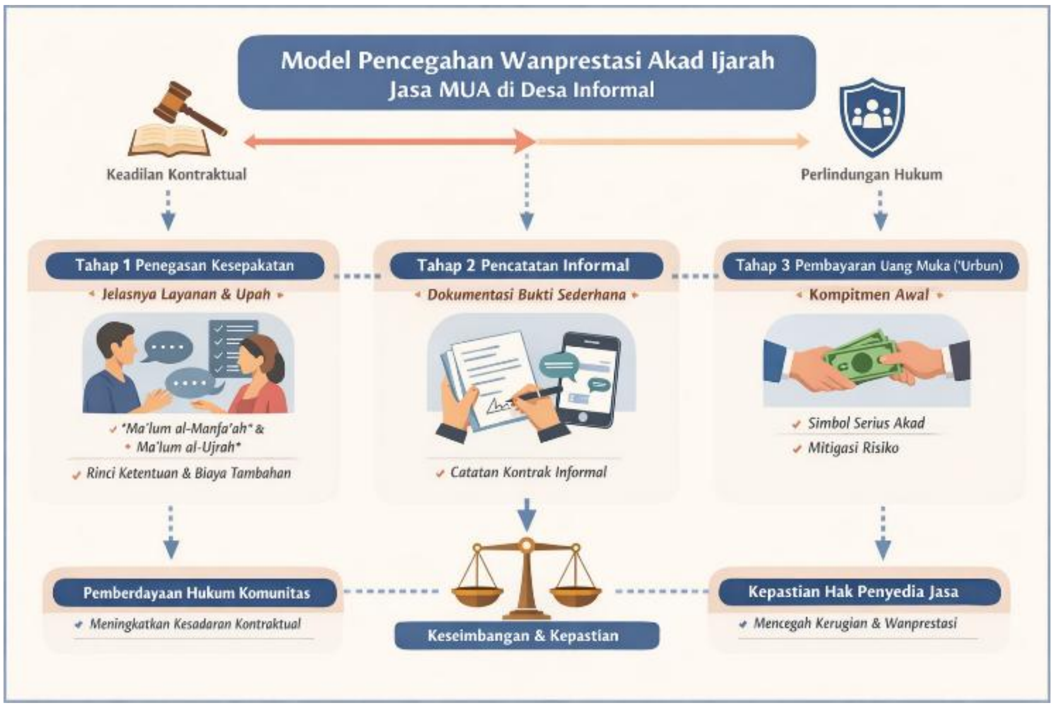
The legal implications of default in this context are twofold. First, the defaulting party (musta'jir) bears the obligation of dhaman (reimbursement)—not only for unpaid wages but also for restoring the full economic rights of the aggrieved service provider. Second, the systemic absence of contractual documentation weakens the bargaining position of service providers and structurally enables repeated default. These implications underscore the need for a contextually appropriate prevention model.[19]

In addition to the implications of payment obligations, the practice of default in MUA services in Maibit Village also shows the weak bargaining position of service providers due to the absence of clear contract documentation. Contracts that are carried out orally without details of services and structured ujrah make it difficult to prove when a dispute occurs. From the perspective of sharia economic law, although the oral contract remains valid as long as it meets the principles and conditions, contract documentation is recommended (tatsbit al-'aqd) to maintain certainty of the rights and obligations of the parties. This is in line with the principle of prudence (ihtiyath) in muamalah to prevent disputes (raf' al-niza'). Thus, the weak recording of contracts is a structural factor that increases the potential for default in village-based MUA services.[20]

Based on the field findings, a three-stage default prevention model is proposed, adapted to the informal rural service context. First, detailed affirmation of the service agreement and wage terms prior to contract execution, explicitly including provisions for additional services and their cost consequences. This satisfies the sharia requirements of ma'lum al-manfa'ah and ma'lum al-ujrah. Second, the use of simple written evidence—

[19] Settlement Analysis and others, 'Analysis of Default Settlement in Murabahah Financing', Yurisprudentia: Journal of Economic Law, 11.1 (2025), pp. 120–39.
[20] Sufiana Fahmi, Mukhtar Lutfi, and Amiruddin K, 'Sharia Principles in the Management of Contracts for Islamic Economic Transactions', SANTRI: Journal of Islamic Economics and Finance, 3.1 (2025), pp. 62–73.

such as a brief written agreement or documented digital messages—as informal contract documentation. Although not legally binding in a formal sense, written evidence carries significant moral and social weight in village communities and facilitates rights claims in the event of disputes. Third, habituation of advance payment ('urbun) practice as a mechanism for securing client commitment to the agreed contract. In contemporary muamalah practice, 'urbun functions both as a risk mitigation tool and as a symbol of contractual seriousness.



The default prevention model proposed in this study not only serves as a practical mechanism, but also represents a form of preventive legal protection in the perspective of sharia economic law. In contrast to the formalistic approach that emphasizes written contracts and structural law enforcement, this model suggests that legal protection in informal economic contexts can be realized through strengthening contractual awareness, contract clarity, and adaptive social mechanisms. Thus, legal protection does not depend solely on formal instruments, but also on the internalization of the values of justice and responsibility in the practice of community muamalah society.

Written contracts and structured legal mechanisms. The present study proposes a realistic and culturally adaptive approach, aligned with the social character of village informal transactions while remaining fully consistent with the principles of sharia economic law. The contribution lies in demonstrating that legal protection for small service business actors does not require formal legal infrastructure, but rather the strengthening of contractual awareness, clear agreements, and simple documentation practices that are accessible and culturally appropriate.

CONCLUSION

The practice of ijarah contracts for MUA services in Maibit Village has substantially fulfilled the basic structural elements of the contract—parties, service object, and wages—but is predominantly conducted through verbal agreements without adequate written documentation. This condition produces weak legal certainty and creates structural conditions for default, manifested as delayed or reduced wage payments and uncompensated provision of additional services. These practices constitute an imbalance of rights and obligations that violates the principles of justice ('adl), trust (amanah), and contractual fulfillment (wafā' bil 'uqūd) in sharia economic law.

From the sharia economic law perspective, the identified defaults trigger the obligation of reimbursement (dhaman) for the negligent party and underscore the critical importance of applying the principles of contract clarity, wage certainty, and economic rights protection. A three-stage prevention model is proposed—comprising detailed service agreements, simple written documentation, and advance payment ('urbun)—as a culturally adaptive and sharia-compliant framework for strengthening contractual integrity in rural informal service transactions.

This study contributes to the literature by extending ijarah contract analysis from the formal sector to the micro creative services economy, and by repositioning the service provider as the primary subject of legal protection within sharia economic law. The policy implication is clear: strengthening contractual literacy among community-based service practitioners—supported by targeted guidance from religious institutions, local government, and community organizations—is essential to realizing muamalah practices that are fair, trustworthy, and consistent with Islamic values.

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