

The Implementation of *Al-Ijārah Al-Mauṣūfah Fi Al-Ẓimmah* in Umrah Travel

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Abstract

The purpose of this research is to understand the application of *al-ijārah al-maṣūfah fi al-ẓimmah* (IMFZ) in Umrah travel. This research is particularly interesting due to the gap between the expectations of Umrah travel service users and the actual services provided by travel agencies. It is hoped that the standards proposed by the researcher will become the benchmark and monitoring mechanism for the Ministry of Religious Affairs in granting permits for Umrah travel agencies, thereby preventing fraud. The research method employed is descriptive analytical, which involves describing the contract law of IMFZ, analyzing the fiqh adaptation (*takyīf fiqh*), and outlining the standards for IMFZ implementation in Umrah travel based on relevant research sources such as journals, books, and news. The results indicate that the application of IMFZ in Umrah travel must meet several standards. These standards include provisions related to services, payment conditions, as well as down payments and guarantees. All the aforementioned provisions refer to the DSN MUI Fatwa No. 101 concerning the IMFZ agreement.

Keywords: *al-ijārah al-maṣūfah fi al-ẓimmah, takyīf al-fiqh and Umrah travel*

Abstrak

Penelitian ini bertujuan untuk mengeksplorasi penerapan *al-ijārah al-maṣūfah fi al-ẓimmah* (IMFZ) dalam perjalanan Umrah, dengan mengatasi kesenjangan antara harapan layanan jamaah dan pelaksanaan layanan oleh biro perjalanan. Standar yang diusulkan diharapkan dapat menjadi tolok ukur dan alat pengawasan bagi Kementerian Agama dalam memberikan izin kepada biro perjalanan Umrah, sehingga dapat mencegah terjadinya penipuan. Menggunakan metode deskriptif-analitis, penelitian ini mengkaji hukum akad IMFZ, menganalisis adaptasi fiqhnya (*takyīf fiqh*), dan menguraikan standar penerapan berdasarkan sumber-sumber yang relevan seperti jurnal, buku, dan berita. Hasil penelitian menunjukkan bahwa penerapan IMFZ dalam perjalanan Umrah memerlukan kepatuhan terhadap standar tertentu, termasuk ketentuan terkait layanan, syarat pembayaran, uang muka, dan jaminan. Ketentuan-ketentuan ini sesuai dengan Fatwa DSN MUI No. 101, yang memastikan kepatuhan syariah dan akuntabilitas dalam praktik perjalanan Umrah.

Kata Kunci: *al-ijārah al-maṣūfah fi al-ẓimmah, takyīf al-fiqh, perjalanan Umrah*

Introduction

Indonesia, with a population of 277.5 million people, is the country with the largest Muslim population in the world, comprising approximately 214.7 million Muslims or 87.02

percent of the total population (Badan Pusat Statistik, 2021). This significant Muslim demographic positions Indonesia as a key market in various Islamic sectors, including Umrah pilgrimage travel. According to data from the Association of Muslim Hajj and Umrah Organizers of the Republic of Indonesia (AMPHURI), the number of Umrah pilgrims from Indonesia has increased by 68 percent over the past five years, making Indonesia one of the largest contributors of Umrah pilgrims globally (Bareksa, 2019). The economic potential of the Umrah sector continues to grow, as the pilgrimage is not only perceived as an act of worship but also as a lifestyle and religious tourism activity (Tahir, n.d.).

However, alongside this great opportunity, there are serious challenges that affect public trust in Umrah travel operators (Maulinda & Hidayat, 2024). Data highlights issues such as failed departures, stranded pilgrims at airports, facilities that do not match promises, and even cases of fraud where travel operators abscond with pilgrims' funds (Julianto, 2024; Rahman et al., 2023). These challenges point to the need for a robust contract system that ensures transparency and accountability.

While businesses in the Umrah sector are encouraged to achieve profitability through valid contracts that comply with Islamic law, caution must be exercised to avoid fraudulent practices. It is permissible for Muslims to seek financial gain and prosperity through lawful contracts, provided that ethical and Sharia principles are upheld (Almurni & Syarif, 2024). Additionally, avoiding deceit and unethical practices in the execution of contracts, particularly in religiously sensitive services such as Umrah, is critically important (Jamal et al., 2022).

Umrah travel operators in Indonesia generally use the IMFZ (*Al-Ijārah al-Mawṣūfah fi al-Ẓimmah*) contract to facilitate the provision of services that are to be delivered in the future. This contract is widely recognized by contemporary scholars as Sharia-compliant, as it adheres to Islamic legal principles governing service leasing agreements. However, the detailed standards for implementing IMFZ in Umrah travel remain underdeveloped, leaving significant legal and operational gaps that need to be addressed (El-Gamal, 2006).

Previous research on *al-Ijārah al-Mawṣūfah fi al-Ẓimmah* (IMFZ) in Indonesia has generally focused on its application in the Islamic finance sector. For instance, an article discusses the implementation of the IMFZ contract as a financing alternative in Islamic financial institutions in Indonesia, highlighting its application in Islamic banking products. Another study analyzes IMFZ products and their application in Islamic financial institutions, specifically in deferred home financing and educational fee financing. Although relevant, these studies do not address the implementation of IMFZ in the Umrah travel sector, leaving a significant gap in the literature (Fuad, 2019; Yunus & Zaki, 2023).

This article offers a novel contribution by specifically examining the implementation of IMFZ in the context of Umrah travel. The approach involves analyzing the legal status of IMFZ, its fiqh adaptation (*takyif fiqh*), and formulating implementation standards that can serve as guidelines for the Ministry of Religious Affairs in regulating Umrah travel operators. These standards aim to reduce the risk of fraud and enhance the accountability of travel operators. The primary objective of this article is to formulate implementation standards for the IMFZ contract in Umrah travel operations as a guideline for the Ministry of Religious Affairs to prevent fraudulent practices.

The lucrative nature of the Umrah business must be accompanied by the application of contracts that comply with Sharia and protect pilgrims' rights. The IMFZ contract offers a relevant Sharia-compliant solution, but its implementation requires clear standards to ensure accountability. By establishing these standards, the Ministry of Religious Affairs can enhance regulations and oversight of Umrah travel operators, thereby safeguarding the public from fraud and unprofessional practices.

Methods

The research method used in this study is the descriptive-analytical method with a qualitative approach (Sugiyono, 2018). This approach aims to describe and analyze the legal framework of the *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* (IMFZ) contract, determine its classification within the fiqh framework (*takyif fiqh*), and formulate its implementation standards in the Umrah travel sector. The qualitative research relies on relevant secondary data sources, including scientific journals, reference books, and credible news reports. Qualitative analysis is conducted to understand the normative and operational contexts of IMFZ implementation, synthesizing various theoretical and practical perspectives into a comprehensive conclusion. Through this method, the study aims to provide a holistic view of the IMFZ contract's application and its relevance in enhancing the accountability of Umrah travel operations in Indonesia.

Definition of *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* (IMFZ)

The term "*al-ijārah al-mauṣūfah fī al-ẓimmah*" is derived from several key words. The word "*ijārah*" linguistically originates from the root "*ajr*" (أجر), meaning compensation or wage, as explained by Ibn al-Manzur and Ibn Faris. According to Ibn Manzur, a wage refers to compensation for a job, with its plural form being "*ujur*" (أجور). The term "*ijārah*" is derived

from the verb "ajara-ya'jiru," signifying something given as payment for work (ibn Faris, 1979; Ibnu Al-Manzhur, n.d.).

In terminology, "al-ijārah" has been defined differently across Islamic jurisprudential schools. The Hanafi school describes it as:

عقد على منافع بعوض

"A transaction for the transfer of usufruct (right of use) with the payment of compensation" (Al-Zuhaili, 2010).

The Maliki school defines it as:

عقد معاوضة على تملك منفعة مباحة مدة معلومة

"A profit-oriented transaction for the transfer of usufruct that is permissible in Sharia, specifying a determined time frame" (Al-Zuhaili, 2010).

The Shafi'i school describes it as:

عقد على منفعة مقصودة للبذل والإباحة بعوض معلوم

"A transaction to transfer a specific, mutually known benefit, whether for a service or the usufruct of an asset, with compensation mutually agreed upon at the beginning of the contract" (Al-Syirbini, 2000).

The Hanbali school offers the most comprehensive definition:

عقد على منفعة معلومة مدة معلومة من عين معلومة أو موصوفة في الذمة أو عمل بعوض معلوم

"A transaction for the transfer of usufruct (right of use) that is mutually known, whether for a specific item or one described with certain characteristics, or for a service, with an agreed-upon compensation over a known period" (Al-Buhuti, 2000).

The Hanbali definition is considered the most detailed and inclusive, covering various types of ijarah contracts, including al-ijārah al-mauṣūfah fī al-ẓimmah.

The term "mauṣūfah" linguistically means تحلية الشيء ("an explanation or clarification of something") (ibn Faris, 1979), while "ẓimmah" refers to العهد ("agreement" or "covenant"), emphasizing the obligation to fulfill contractual terms, as failing to do so invites criticism or reproach (al-Jurjani, n.d.).

The definition of IMFZ as a unified term is a leasing contract in which the lessor is obligated to provide the usufruct or right of use. This applies whether the object involves the lease of an item such as a car with agreed-upon specifications or the lease of a service such as tailoring or education. The lessor is not required to possess the benefit or right of use at the time of the transaction but is instead promised to deliver it at the agreed-upon time as stated in the contract (AAOFI, 2017)

From this definition, the distinction between IMFZ and a regular *ijarah* contract becomes clear. In a regular *ijarah*, the usufruct or service exists at the time of the contract. However, in IMFZ, the usufruct or service does not yet exist at the time of the contract but is guaranteed to be delivered later. This critical difference underpins the unique nature of IMFZ as a standalone contract in Islamic jurisprudence (Fuadi, 2019).

The Difference Between *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* and Regular *Ijārah* (For a Specific Object)

The object of the contract in regular *ijarah* is the benefit (right of use) of a specific item or the service of a specific person. However, the object of the contract in IMFZ is the benefit (right of use) of an item or person with certain characteristics, without specifying a particular item or individual (الغديان التميمي, 2022).

The differences between a regular *ijarah* and *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* (IMFZ) can be analyzed through several key aspects. First, in terms of damage to the leased object, any damage in a regular *ijarah* affects the validity of the contract, as the leased object is typically a specific item or the work of a particular individual. In contrast, IMFZ allows the lessor to replace the damaged object with another of the same specifications, ensuring that the contract remains valid and enforceable (Ibnu Qudamah, 1997).

Second, the principle of defect option (*khiyar al-‘ayb*) also differs. In a regular *ijarah*, the lessee has the right to *khiyar al-‘ayb* if the usufruct or leased object is defective. However, in IMFZ, this option does not apply because the lessor can substitute the defective object with another that meets the agreed-upon specifications, mitigating the need for such an option (Ibnu Qudamah, 1997).

Third, the obligation to provide complementary services highlights another distinction. In a regular *ijarah*, the lessor is not required to provide additional services unless explicitly stipulated in the contract. For instance, a landlord renting a house is not obligated to furnish it with beds or appliances unless agreed upon beforehand. In IMFZ, however, if the lessee specifies a fully furnished house, the lessor must fulfill this requirement, demonstrating the contract's flexibility and alignment with the lessee's needs (الغديان التميمي, 2022).

Finally, the presence or absence of the leased object or service provider at the time of the transaction is another key difference. In a regular *ijarah*, the service provider or the object of the lease must be present and ready at the time of the contract. Conversely, in IMFZ, the presence of the object or service provider is not required, as the contract relies on the promise of future delivery, allowing for greater adaptability in fulfilling the agreement (Rusyd Ibnu,

1975).

Hukum *al-Ijārah al-Mauṣūfah fī al-Ẓimmah*

IMFZ is not a new contract derived from the *ijtihād* of contemporary scholars (Almurni et al., 2024). The four schools of thought recognized by Muslims, namely the Hanafi mazhab, Maliki mazhab, shafi'i madzhab, and Hambali madzhab have agreed on the permissibility of executing the *al-ijārah al-mauṣūfah fī al-ẓimmah* contract (Al-Buhuti, 2000; Al-Dasuqi, n.d.; Al-Sarkhasi, 1993; Al-Syirbini, 2000), although some say that the Hanafi school does not permit it.

Among the scholars who state that the Hanafi school prohibits the IMFZ contract is Nazih Hammad. In his book *Fiqh al-Muamalat al-Maliyah al-Mua'shirah*, he explains that scholars have differed regarding the validity of *al-ijārah al-mauṣūfah fī al-ẓimmah*. The majority, including the Maliki, Shafi'i, and Hanbali schools, generally consider it permissible. However, the Hanafi school holds that it is not permissible at all, as their conditions for a valid leasing contract require the leased object to be specified. Consequently, a leasing contract that includes a benefit described but not specified at the time of the contract is not permissible (Hammad, 2007).

Another scholar, Ahmed Nassar, supports this view in his research *Fiqh al-Ijārah al-Mauṣūfah fī al-Ẓimmah*. He concludes that this contract is not allowed according to the Hanafi school. He states that the Hanafi school prohibits leasing the usufruct (right of use) of goods described in general terms (*al-mauṣūfah fī al-ẓimmah*) because the object of the lease must be specific. In contrast, the majority of scholars from the Maliki, Shafi'i, and Hanbali schools deem this contract permissible (Nassar, 2009).

Upon closer examination, it becomes evident that this opinion does not entirely align with the principles found in Hanafi jurisprudential sources. A notable example is provided by al-Sarkhasi in his seminal work *Al-Mabsut*, where he discusses the implications of a rented animal's death during the lease period on the continuation or annulment of the contract (Al-Dirwasyi, 2017).

Al-Sarkhasi explains that if a rented animal dies and it was not specifically designated (*al-mauṣūfah*), this does not automatically lead to the termination of the *ijarah* contract. In such a case, the lessor remains obligated to fulfill the agreed-upon service by providing another animal of similar specifications, as they are still capable of delivering the required benefit to the lessee (Al-Sarkhasi, 1993).

Takyif Fiqh of al-Ijārah al-Mauṣūfah fi al-Ẓimmah

One of the innovations by scholars during the classical fiqh era is the *al-ijārah al-mauṣūfah fi al-ẓimmah* contract. This contract was inspired by the permissibility of selling ordered goods, where the payment is made at the beginning of the contract, known as *salam*. Scholars innovated in contracts based on the principle that the default ruling for a contract is permissibility (Almurni et al., 2022).

In understanding an innovated contract, we need to comprehend the *takyif fiqhi* (fiqh adaptation) of the contract. The *takyif fiqh* or fiqh approach to a new contract can be undertaken after a scholar has obtained a general and detailed description of the contract. Then, the scholar looks for the most similar and appropriate contract to match the new one. This step is taken to determine the ruling and the legal consequences of the new contract (Almurni et al., 2021).

In understanding the *takyif fiqhi* for IMFZ, we must distinguish between *al-ijārah* for the benefit of goods (right of use and utilization) *al-mauṣūfah fi al-ẓimmah* and *al-ijārah* for a service or task *al-mauṣūfah fi al-ẓimmah*.

The *takyif fiqh* of al-Ijārah al-Mauṣūfah fi al-Ẓimmah can be illustrated through the example of someone renting a car. Suppose an individual visits a rental service and specifies, "I want to rent a car with a 1500 cc engine, gasoline-fueled, equipped with two blower air conditioners, seating for seven people, and manufactured no earlier than 2020." The fiqh classification of this contract involves a combination of two existing contracts: the *salam* contract, which pertains to advance payment for future goods delivery, and the *ijarah* contract, which involves leasing services or usufruct. This raises the question of whether such an arrangement constitutes a new contract type called *al-mauṣūfah fi al-ẓimmah* or if it falls within the scope of a *salam* contract.

Upon closer examination, this contract includes both *ijarah* and *salam*, but in essence, it is an *ijarah* contract. This is because the renter has the right to use the rented item, while the item itself remains the property of the owner and will be returned once the rental period ends. It is referred to as *salam* because it involves the sale of future benefits, while the rental price is paid upfront. We already know that *salam* is a sale where the characteristics of the item are defined and guaranteed by the seller, while the payment is made at the beginning of the contract.

Therefore, we can conclude that the example contract mentioned above is a *salam* contract for the right of use. The difference between *salam* in sales and *salam* in *ijarah* is that in a sales *salam*, the object is a physical item, whereas in *salam al-ijārah*, the object of the contract is the right of use.

Upon deeper examination, it becomes clear that the *al-mauṣūfah fi al-ẓimmah* contract

cannot be classified as a salam contract for two main reasons. First, the object of the *al-mauṣūfah fī al-ẓimmah* contract is the right of use of an item or a service, whereas the object of a salam contract is the item itself along with its benefits. Second, the *al-mauṣūfah fī al-ẓimmah* contract is limited to a specific time period, and the item must be returned once the rental period ends. In contrast, a salam contract involves the permanent transfer of the item and its benefits to the buyer. These distinctions indicate that the *al-mauṣūfah fī al-ẓimmah* contract is not a type of salam contract but a unique and standalone contractual agreement (Al-Dirwasyi, 2017).

Some scholars use the term *salam fī al-manāfi'* for the *al-mauṣūfah fī al-ẓimmah* contract because this contract contains elements of *salam*. The term *salam fī al-manāfi'* is a term used exclusively in the Shafi'i school of thought (Al-Anshari, 2000). As for the other schools of thought, they do not use this term. This term is what causes the difference of opinion among scholars regarding the timing of rental payment.

The *takyif fiqh* of *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* can also be applied to services or tasks. For instance, if person A requests person B to "build a road with the characteristics of a highway in a certain village," this arrangement involves elements of both the *al-ijārah* contract, which pertains to leasing services, and the *istisna'* contract, which involves manufacturing or constructing an object based on specific requirements. The combination of these two contracts provides the closest fiqh classification for such an agreement, aligning with the principles of Sharia while addressing modern contractual needs.

The *istisna'* contract is an agreement between the first party, acting as the buyer, and the second party, acting as the manufacturer. The first party provides specifications for the desired product, and both parties agree on the price (Al-Kasani, 2003). Both the IMFZ contract for a service and the *istisna'* contract involve work performed by the worker. However, the key distinction lies in the object of the transaction. In an *istisna'* contract, the object is the product being created, whereas in an IMFZ contract, it is the service or work being performed. Another significant difference is the source of the materials. In an *istisna'* contract, the materials are supplied by the worker, while in an IMFZ contract, they are provided by the person requesting the service. Based on these differences, we can conclude that the example case above aligns with an IMFZ contract, not an *istisna'* contract (Al-Dirwasyi, 2017).

The explanation above leads to the conclusion that the IMFZ contract is a distinct and standalone contract within Islamic jurisprudence. The *takyif fiqh* of *al-ijārah* for the benefit of goods (*right of use and utilization*) *al-mauṣūfah fī al-ẓimmah* is not classified as a *salam* contract. Similarly, the *takyif fiqh* of *al-ijārah* for a service or task *al-mauṣūf fī al-ẓimmah* cannot be categorized as an *istisna'* contract. The IMFZ contract, therefore, stands apart as a

unique contractual model with its own specific legal implications, differing significantly from the legal framework and consequences associated with the *salam* contract.

The Issue of al-Ijārah al-Mauṣūfah fi al-Ẓimmah and the Sale of Goods Not Owned

The issue of al-Ijārah al-Mauṣūfah fi al-Ẓimmah (IMFZ) and the sale of goods not owned by the seller reveals certain similarities and differences. Both contracts share the feature of involving an object that is described at the time of the contract and will be delivered in the future. Additionally, both require the ability to deliver the object at the agreed time. However, significant differences set them apart. The sale of goods not owned falls under the prohibition of profiting without liability, whereas IMFZ does not face this issue because the rights and obligations of both parties are explicitly defined. Moreover, the sale of goods not owned is considered a *gharar* sale, as it involves uncertainty regarding the availability of the object. In contrast, IMFZ eliminates *gharar* by ensuring that the object can be delivered to the party requesting the contract, providing greater contractual certainty (Al-Dirwasyi, 2017).

The distinction between al-Ijārah al-Mauṣūfah fi al-Ẓimmah (IMFZ) and the sale of goods not owned can be illustrated with a practical example. In the case of IMFZ, a travel agency might enter into a contract to provide Umrah services in the future, specifying details such as accommodation and transportation that will be arranged later. The agency is obligated to fulfill these promises, ensuring the delivery of all specified services by the agreed time. On the other hand, in the sale of goods not owned, a seller might attempt to sell a product they do not currently possess, such as a car they have not yet purchased. This creates uncertainty (*gharar*) because the seller may fail to acquire or deliver the car, leading to potential harm for the buyer. IMFZ avoids this uncertainty by guaranteeing that the lessor or service provider remains fully responsible for delivering the promised services or benefits, thus ensuring greater trust and security in the contract.

Application Standards of al-Ijārah al-Mauṣūfah fi al-Ẓimmah in Umrah

The application of al-Ijārah al-Mauṣūfah fi al-Ẓimmah (IMFZ) in Umrah must adhere to several standards to ensure compliance with Sharia and the protection of pilgrims' rights. These standards encompass three main areas: service provisions, payment provisions, and provisions related to down payments and guarantees.

In providing Umrah services, travel agencies are required to meet the minimum service standards for Umrah (Peraturan Menteri Agama Republik Indonesia No 22 Tahun 2011, Tentang Standar Pelayanan Minimal Penyelenggaraan Ibadah Haji Khusus, 2011). This includes

ensuring that all aspects of the journey, such as transportation, accommodation, meals, insurance, and guidance, adhere to clear and transparent guidelines while aligning with Sharia principles. Travel agencies must also prioritize the well-being and satisfaction of pilgrims by offering services that meet or exceed these established minimum standards, reinforcing accountability and trust in the Umrah travel industry.

In Umrah services, travel agencies are required to meet the minimum service standards for Umrah, which include:

1. The travel agency must provide an Umrah guide, conducted by someone who has performed Umrah or Hajj and has a sound understanding of the fiqh of Umrah. Guidance should be given before and during the Umrah.
2. The transportation provided must be clearly stated, including the international flight, with details on whether it involves a transit, how long the layover is, and the amount of free baggage allowed.
3. The ground transportation provided while in the Kingdom of Saudi Arabia must be clearly specified.
4. The hotel's distance from the Masjid al-Haram and its class must be described.
5. The food must be clearly explained, indicating whether it is from Indonesia or from Saudi Arabia, and whether it will be served buffet-style or in meal boxes.
6. Health services must be clearly detailed (Nassar, 2009).
7. Insurance services must be explained, and the use of Sharia-compliant insurance is mandatory.
8. The travel schedule must be detailed.
9. All services must adhere to Sharia principles (Akad Al-Ijarah Al-Maushufah Fi Al-Dzimmah, 2016).

In Umrah services, travel agencies are required to comply with payment provisions, which include clear agreements on the amount, method, and timing of payments, whether made in full, deferred, or in installments. These provisions are essential to ensure transparency and fairness in financial transactions, which include:

1. The payment amount must be clearly specified, and it should conform to customary practices (Almurni et al., 2023).
2. The method of payment must be well explained, indicating whether it should be paid in full, can be deferred, or paid in installments.
3. Once the payment is made after the contract, it becomes the property of the travel agency, even if the service user has not yet performed the Umrah (MUI, 2016).

In Umrah services, travel agencies must adhere to provisions related to down payments and guarantees, which include

1. In the IMFZ contract for Umrah, it is permissible to require a commitment fee, commonly known as a down payment, from the Umrah traveler to the travel agency.
2. The down payment can be used as compensation if the traveler cancels the Umrah, covering the costs incurred by the travel agency, or it can serve as the first installment if the traveler proceeds with the Umrah.
3. The travel agency can face penalties if it violates the terms of the agreement related to service specifications and the time frame.
4. If the down payment exceeds the compensation for losses, the excess amount must be returned to the traveler.
5. In the IMFZ contract for Umrah, it is permissible for the travel agency to hold a guarantee (MUI, 2016).

The implementation of *al-Ijārah al-Mauṣūfah fī al-Ẓimmah* (IMFZ) in Umrah travel must be accompanied by rigorous supervision and adherence to established standards. These standards not only provide clarity and fairness in contractual arrangements but also protect the rights of both parties involved. The travel agency, as the service provider, is obligated to ensure that all promises outlined in the contract are fulfilled, while the travelers are protected from potential fraud or service shortcomings. To achieve this, the Ministry of Religious Affairs plays a critical role in monitoring and evaluating the implementation of these standards through audits, certifications, and regular assessments of travel agencies. Moreover, the inclusion of Sharia-compliant elements, such as the mandatory use of Islamic insurance and the emphasis on transparency in payments and services, underscores the ethical dimensions of the IMFZ contract. These measures are not only intended to enhance accountability but also to maintain public trust in the Umrah travel industry, which continues to grow as a vital component of Indonesia's Islamic economy.

Conclusion

Based on the discussions in this article, it can be concluded that the *al-ijārah al-mauṣūfah fī al-ẓimmah* (IMFZ) contract is a Sharia-compliant and innovative contractual model that addresses contemporary needs while maintaining adherence to classical fiqh principles. This contract is distinct from *salam* and *istisna'* contracts in its focus on services and usufruct, with specific characteristics that make it a standalone framework within Islamic jurisprudence.

The adaptation (*takyif fiqh*) of IMFZ demonstrates its flexibility in accommodating various contexts, such as leasing goods or performing specific tasks, without violating fundamental Sharia principles. Its distinct characteristics and operational mechanisms provide clarity and protection for both parties involved.

In the implementation of IMFZ for Umrah travel, compliance with standards related to services, payments, down payments, and guarantees is essential. These standards, as guided by DSN MUI Fatwa No. 101, ensure accountability, fairness, and transparency, thus supporting the Ministry of Religious Affairs in regulating and monitoring Umrah travel agencies.

This study has notable limitations. It focuses on theoretical and practical aspects of the *al-ijārah al-mauṣūfah fī al-ẓimmah* (IMFZ) contract in Umrah travel, relying heavily on secondary data without empirical validation through field studies or practitioner interviews. Additionally, it does not explore the broader applicability of IMFZ in other service-based industries, limiting the generalizability of its findings. Future research should address these gaps to enhance understanding of IMFZ's practical implementation and versatility.

Future research should explore the practical application of IMFZ through qualitative and quantitative studies involving travel agencies, regulators, and Umrah pilgrims. Investigating the challenges faced by stakeholders in adhering to IMFZ standards and evaluating the impact of these contracts on consumer trust and service quality would provide valuable insights. Additionally, research could examine the applicability of IMFZ in other service-based industries, such as education or healthcare, to broaden its scope and assess its versatility in addressing diverse economic needs within the framework of Islamic jurisprudence.

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