

BUSINESS RISK COVERAGE IN PRINTING AND GRAPHIC PRE ORDER TRANSACTIONS: An analysis of Ijarah 'Ala Al-'Amal Theory

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Abstrak

Warna Graphic Design Company is a company engaged in printing and graphics. This service company operates by implementing a pre order system, named order first, receive benefits later. Where in fiqh muamalah using ijarah 'ala al 'amal (rent or wages). Each company must have its own risks, both from within and from outside the company. The risks that occur in the Graphic Design Color company come from outside the company. Musta'jir (consumers) who use the company's services make defaults to the company and do not fulfill their obligations. This causes the company to suffer heavy losses because it does not receive its rights/wages as it should. The research questions in this case are how the implementation system of pre order transactions in printing and graphic business at Warna Graphic Design, how the form of risk coverage in printing and graphic business at Warna Graphic Design, and how the analysis of business risk coverage on pre order transactions in printing and graphic business at Warna Graphic Design according to ijarah 'ala al 'amal. This research uses qualitative methods with descriptive analysis. Data comes from primary data obtained in the field and secondary data obtained from literature research. The results of the study found that mu'jir until now continues to try to collect debts to musta'jir in good ways (ahsan) according to Islamic law. Mu'jir has taken the right steps according with the ijarah 'ala al 'amal contract. Even though the company has lost money because the musta'jir has defaulted, the company still fulfills its obligations to the third parties as raw material providers as it should.

Keywords: Ijarah 'Amal, Printing, Graphics, Business Risk, Islamic Law, Indonesia

Abstract

Warna Graphic Design Company is a company engaged in printing and graphics. This service company operates by implementing a *pre order* system, namely order first, receive benefits later. Where in fiqh muamalah using *ijarah 'ala al 'amal* (rent or wages). Each company must have its own risks, both from within and from outside the company. The risks that occur in the Warna Graphic Design company come from outside the company. *Musta'jir* (consumers) who use the company's services make defaults to the company and do not fulfil their obligations. This causes the company to suffer heavy losses because it does not receive its rights/wages as it should. The research questions in this thesis are how the implementation system of *pre order* transactions in printing and graphic businesses at Warna Graphic Design, how the form of risk coverage in printing and graphic businesses at Warna Graphic Design, and how the analysis of business risk coverage in *pre order* transactions in printing and graphic businesses at Warna Graphic Design according to *ijarah 'ala al 'amal*. This research uses a qualitative method with descriptive analysis. The data comes from primary data obtained in the field and secondary data obtained from literature research. The results of the study found that *mu'jir* until now continues to try to collect debts to *musta'jir* in good ways (*ahsan*) in accordance with Islamic law. *Mu'jir* has taken the right step in accordance with the *ijarah 'ala al 'amal* contract. Even though the company has lost money because the *musta'jir* has defaulted, the company still fulfils its obligations to third parties as raw material providers as it should.

Keywords: *Ijarah 'Amal*, Printing, Islamic Law, Business Risk, Indonesia

INTRODUCTION

Design is a capital or idea to create something related to objects and functions. Design is an illustration that shows complicated measurement science, looks like simple and aesthetic, but to find the initial idea it is necessary to analyse until the creation of a new design idea. Graphic design is a way of human thinking to interpret information presented in simple to complex forms.

(perfect) so that it is easy to understand, remember, and know its meaning. Allah prescribes to each of his servants in every act of worship that he does is based on the laws that have been set by Him, namely the Quran and Sunnah.¹ Humans are created by Allah with the best of creations equipped with reason, mind, and lust so that they can distinguish between *haq* (good) and *bathil* (bad).²

Humans play an important role in life. Humans are human beings who have a healthy mind so that it can be used for something that is beneficial to the surrounding community. Humans are also given the spirit to stay alive on earth. One of the essences of humans is as people who need other people and relate to each other. That means humans cannot survive alone without the help of others.³

The relationship between fellow humans in Islam is called muamalah.⁴ Muamalah comes from Arabic '*amala* which means dealing (trade). In muamalah there must be interaction between two parties. Therefore, if there is interaction between two parties, it can be called muamalah. In Islamic law, these muamalah activities are regulated in the fiqh muamalah law.

Fiqh muamalah is a law that discusses human relations, both individual to individual, individual to group, and group to group relations, such as trade transactions, companies, war arrangements and treaties, determination of crimes and sanctions, and so on. The scope of muamalah fiqh is divided into two. First, the scope of muamalah *al adabiyah*, namely discussions about moral aspects such as mutual consent, not forced, honesty, transparency, free from elements of *gharar* and avoiding despicable traits such as *tadlis* (not transparent), *gharar* (fraud), *ihtikar* (hoarding), and *risywah* (bribery). Secondly, muamalah *al maliyah*, which discusses certain forms of engagement (contracts) such as buying and selling (*ba'i*), pawning (*rahn*), orders (*istishna'*), transfer of goods and services.

¹ Aldi Candra et al, *Contemporary Ushul Fiqh Corridors in Understanding Islamic Law Construction*

(Ttp: Duta Media Publishing, 2020), pp. 71-72

² *Ibid*, p. 68

³ Dwi Anika Marhayani et al, *Basic Social and Cultural Sciences*, Cet. 1 (Central Java: Lakeisha, 2020), pp.8-15.

⁴ Sulaiman Rasjid, *Fiqh Islam*, (Bandung: Sinar Baru Algesindo, 2013), p. 278. 278

debt (*hiwalah*), warranty services (*kafalah*), lease (*ijarah*), power of attorney (*wakalah*), agricultural production sharing (*muzara'ah*), cooperation (*syirkah*), profit sharing (*mudharabah*), gifts (*hibah*), profit sharing in irrigation (*musaqah*), entrustment (*wadi'ah*), loans / receivables (*qardh*), and so on.⁵

In this paper, the author focuses on discussing the muamalah activity of leasing (*ijarah*). *Ijarah* is an economic transaction that is often carried out by many people. Based on its object, *ijarah* is divided into two types. The first is benefit *ijarah*, which is making the benefits of an item as *ma'qud alaih*, such as renting a vehicle to drive and renting a house to live in. Second *ijarah a'mal*, which is making the work / services of a person or group as *ma'qud alaih*, such as hiring someone to sew clothes, build a house, and so on.⁶ Printing and graphic business is one of the muamalah activities in the form of leasing, such as in the Warna Graphic Design company. Warna Graphic Design Company is a company engaged in printing and graphics. Printing is an industrial process for mass producing writing and images, especially with ink on paper using a printing press. While graphics has the meaning of a technique for conveying messages / information that is presented by printing and presented to the public.

The rapid development of digital printing technology in the graphic industry has caused its applications and uses to be very varied.⁷ As happened in this Warna Graphic Design company. Warna Graphic Design company provides three service models. First, digital printing, which is a method used in modern printing that involves digital techniques as a transfer medium between material and printing media. Or it can be concluded as a process of printing images that have been designed into physical materials / media. The resulting products can be banners, brochures, cards, and others. Second offset *printing*, which is a type of printing that uses machines (different from digital machines) that are more inclined to paper-based media.

⁵ Muhammad Maksum and Hasan Ali, *Basics of Muamalah Jurisprudence*, Module 1, pp. 1.2-1.4

⁶ Firman Setiawan, "Al Ijarah Al-'Amal Al-Mustarakah in the Perspective of Islamic Law", *Dinar*, Vol. 1, No. 2, January 2015, pp. 110.

The resulting products can be letters, brochures, magazines, envelopes, letterheads, and so on. The third is screen printing, which is a manual printing technique on an inked *screen* and the printed media can be made of cloth, paper or plastic. The resulting products are clothes, bags, and so on.⁸ Economic growth in the era of globalisation requires every company engaged in the field of products and services to be able to compete with other companies, including the printing sector.

Printing and graphic business activities in fiqh muamalah are included in the *ijarah 'ala al 'amal* contract. Where there is a work agreement or cooperation agreement between humans as a provider of labour services for one party and another. This is done in order to complete a production, provided that the worker will receive compensation (wages).⁹ In every activity, both in the form of business and non-business, there is no escape from the name of risk. Risk is the adverse consequences of actions or actions or the possibility of the results obtained deviating from what is expected. In the company Warna Graphic Design turns out to have various risks.

This company, which operates with a *preorder* system, has experienced several losses. Among the losses they have experienced are transactions ordering clothing screen printing services. Some time ago, there was a transaction where in the transaction the consumer made an order to the Warna Graphic Design company in large quantities. The Warna Graphic Design company implements a *pre order* system, which is where consumers can make or make orders (reservations) in advance for the services they provide by visiting the location directly. Suppose party A is a consumer as a service tenant who in fiqh muamalah is called *mustajir*. Party B is a person who works for the company Warna Graphic Design who acts as a service provider, in fiqh muamalah called *mu'jir*. *Mu'jir* in this printing and graphic business is a group of *mu'jir mustarak* (workers).

⁸ Interview with Anef Musaddeq, Employee at Warna Graphic Design Company on 5 November 2021

⁹ Abdurrahman Al Jaziri, *Kitab Al Fiqh 'Ala Al-Mazahib Al-Arba'ah*, (Beirut: Dar Al Fikr, 2003), p. 73

general), namely people who work for the benefit of many people. Party C is a provider of raw materials to printing and graphic businesses so that production activities run smoothly.

When *musta'jir* and *mu'jir* make a transaction, the Warna Graphic Design company (*mu'jir*) asks for several requirements such as the consumer's mobile phone number and a warrant / power of attorney (if the order is submitted by a person who has a high position). These requirements are held as a guarantee and identity of the consumer. When the *mu'jir* has received the order, then the *mu'jir* informs the price and time period for making the product to the *musta'jir*, which is then agreed by both parties.

After the transaction process is complete, the *mu'jir* (service provider) asks for a down payment of 20% of the total cost. This is done by the Warna Graphic Design company as a receipt for the order. In order for production activities to run smoothly, the *mu'jir* buys necessities from the printing and graphic business raw material provider. When buying these raw materials, the *mu'jir* immediately pays in full to party C as a provider of printing and graphic raw materials. With an agreement, the purchase money will be repaid when the production activities have been completed. But in the middle of the journey, the *musta'jir* made a *default* (denial) of the agreement that had been made. When the production activities have been completed, the *musta'jir* does not come to fulfil its obligations.¹⁰ This is not justified because it allows the risk of loss for the Warna Graphic Design company.

In Islamic law, the *ijarah* contract is binding on both parties. Where *mu'jir* and *musta'jir* have their respective rights and obligations. Among them, the *musta'jir* is obliged to give wages to the *mu'jir* when the work performed by the *mu'jir* has been completed. The *ijarah* contract will only end if the object is destroyed and/or the agreed period of time has expired. The *ijarah* contract may be cancelled unilaterally if there is an 'udzur such as death or unable to act legally such as insanity. Meanwhile, what happens in the Warna Graphic Design company is that the *mu'jir* does not experience the condition of 'uzur / death and insanity and the agreed deadline is still valid.

¹⁰ Interview with Anef Musaddeq, Employee at Warna Graphic Design Company on 5 November 2021.

ongoing. Supposedly, the *mu'jir* performs its obligations as agreed.¹¹ Based on the problems mentioned above, the author feels the need to examine how related parties cope with these risks by conducting a research with the title "Analysis of Business Risk Coverage in *Pre Order* Transactions in Printing and Graphics at Graphic Design Colour According to the Concept of *Ijarah 'Ala Al 'Amal*".

The objectives of this research are: To find out how the *Pre Order* Transaction Implementation System *in* Printing and Graphics Businesses at Graphic Design Colors, to find out how the form of risk coverage in Printing and Graphics Businesses at Graphic Design Colors and to find out how risk coverage in *Pre Order* Transactions in Printing and Graphics Businesses at Graphic Design Colors according to *Ijarah 'Ala Al 'Amal*.

RESEARCH METHODS

The approach in this research is a qualitative approach. This type of research is a research that prioritises the analysis of the dynamics of the relationship between observed phenomena using scientific logic.¹² This research uses two types of data, namely primary data and secondary data. To obtain data that is in accordance with the research, the author uses several data collection techniques as follows: *Interviews*, Documentation and Data Analysis.¹³

¹¹ M. Ali Hasan, *Various Transactions in Islam*, 2nd Edition (Jakarta: PT. Raja Grafindo Persada, 2004), pp. 235-237.

¹² Saifuddin Anwar, *Research Methods* (Yogyakarta: Pustaka Pelajar, cet. XI, 2010), pp. 5.

¹³ 2003037702 Muhammad Siddiq Armia, *Determination of Legal Research Approach Methods* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), <https://repository.ar-raniry.ac.id/id/eprint/22862/>.

RESEARCH RESULTS AND DISCUSSION

***Pre Order* Transaction Implementation System in Printing and Graphics Business at Warna Graphic Design**

Warna Graphic Design Company, which is engaged in printing and graphics, has a history that is not widely known by millennials today. In 1993 AD, a printing service company was established, named Warna *Art* Studio. At that time, the process of making products was done manually using human hands. The services offered by the company at that time were screen printing, billboards, and paintings. Screen printing is the process of transferring a stencil design to a flat surface using a mesh screen, ink, and a squeegee made of rubber. Cloth and paper are the most commonly used surfaces for screen printing, as applied by the company Warna *Art* Studio at that time.

Screen printing itself produces products in the form of t-shirts, stickers, souvenirs, eye centres that are done using printing techniques. Then billboards, which are one of the media made with the aim of conveying messages about a product, service or individual in order to gain popularity and be recognised by many people. Products produced from billboards can be in the form of banners, brands, billboards, tents, brochures, posters, and so on. Finally, there are paintings such as face paintings and sketches.¹⁴

In 2007, the company located at Jalan Teuku Nyak Arief Kopelma Darussalam, Syiah Kuala District, Banda Aceh City changed its name. From the name Warna *Art* Studio changed to Warna Graphic Design, until now. Printing companies are companies that operate following the times, including Warna Graphic Design. Along with the times, the technology that emerges is increasingly sophisticated. Since 2007, the Warna Graphic Design company has also progressed compared to previous years. Production activities that were originally done manually using human hands, have now switched to the digital world.

¹⁴ Interview with Mr Abdullah HM Djohan (Owner of Warna Graphic Design Company as *Mu'jir*), on 30 April 2022.

using a machine that is computer technology called digital printing.¹⁵

With this digital printing technique, the types of products produced are more diverse with a shorter time. Digital printing is a method of printing from digital-based images that are usually in the form of files, then can be directly printed on various media in a fast and instant way. Digital printing is a result of innovative developments from conventional printing methods, which emerged along with the advancement of world technology that has entered the digital era. Several types of products can be produced by this technique such as banners, creating brands on packaging, souvenirs, stickers (on drinking bottles, etc.), placards, billboards, posters, banners, and others.

The company, which originally operated in the printing sector only, now also operates in the field of graphics. Graphics art has a very close relationship with the world of printing. The presence of graphics into the world of printing adds to the characteristics of each product to be more beautiful and attractive to anyone who sees it. Today, Warna Graphic Design company continues to strive to keep up with the times, by utilising technological advances that are growing rapidly. Since its establishment until now, Warna Graphic Design company produces a product only according to orders from consumers. Although there has been a discourse about selling products outside of orders, it has not yet materialised.

The activities that take place at the Warna Graphic Design company are rental activities for services. Where in fiqh muamalah is called the term *ijarah*. In *ijarah*, there are pillars of *ijarah* including two parties to the transaction, *sighat* (ijab and qabul), the benefits of (services or goods), and wages. The two parties to this transaction consist of the renting party (*mu'jir*) and the renter (*musta'jir*).¹⁶ The transaction used by the Warna Graphic Design company is a *pre order* transaction, which means that the *musta'jir* can place an order first before enjoying the results later.

¹⁵ Results of Interview with Mr Abdullah HM Djohan (Owner of Colour Company Graphic Design as *Mu'jir*), on 30 April 2022.

¹⁶ Mustafa Dip Al-Bugha, *The Smart Sharia Transaction Book*, Cet. I, South Jakarta: Hikmah, 2010, pp. 148-163.

In making orders, *mu'jir* provides two options for *musta'jir* to make it easier for *musta'jir* to use the services they provide. *Mu'jir* can receive orders through; First, *musta'jir* can come directly to the company's location to make the desired order. Secondly, if the *musta'jir* is unable to come directly, the order may be made on behalf of another person. Thirdly, apart from accepting orders directly from *musta'jir*, *mu'jir* also provides online ordering services. The company has a special application that is also used by fellow printing companies. As is known, the Warna Graphic Design company joined an organisation called the Aceh Graphics Association (AGA). In this organisation, they can get orders through fellow companies. In the sense that each existing printing and graphic company has a relationship and relationship with each other. There is an element of mutual help and cooperation between companies as *mu'jir* to meet the needs and orders of *musta'jir*. Especially nowadays, the era has shifted to an all-digital era. Humans are getting lazy to leave the house, and are happy to do all their work from home, or what is commonly called *work from home*.

Warna Graphic Design Company itself employs four employees, each of whom has their own duties. According to the first method, *musta'jir* comes to the company to make an order (for example banners), before accepting the order *mu'jir* first explains the conditions that must be agreed upon (administrative requirements) if you want to make an order, the time required during the process of making the product, as well as the amount of price that has been set. After all the conditions are agreed by the *musta'jir*, then the *mu'jir* records the order submitted by the *musta'jir*. As a token, the *musta'jir* must provide a down payment of at least 20% of the overall product price. From the down payment, the *mu'jir* gives a receipt to the *musta'jir* as proof of payment. With a note that when the order is ready for production, the *musta'jir* must bring the receipt as a condition of taking the product.

Then the *musta'jir* is burdened with the obligation to pay the entire remaining agreed payment when the order has been prepared by the company. Every incoming order, the *mu'jir* will first hand over the task to the graphics department employee to set up the order.

designs that will be printed. Once the set of designs is right, it will be exported to the machine operator as a print file.

Then the file can be instantly printed by the machine and the order is ready. The number of orders received is unlimited. However, in 1993, when the company was still doing production activities manually, the minimum number of orders received was limited. *Musta'jir* could only place an order if the number of products desired was at least twelve pcs or one dozen. This is because the machines at that time were not as sophisticated as today's machines. At that time, the machine could only print after the minimum order was cashed. And the minimum *order* can only be up to one dozen. This of course limits the community to be able to use their services, if what is needed is not one dozen.¹⁷

According to the statement given by the *mu'jir* when the researcher was interviewed, since the presence of digital technology like now, it has become very easy for the community. The minimum *order* that was once limited to one dozen can now be printed even if it is only one pcs. Like a screen printing order, for example, if the *musta'jir* wants to order screen printing clothes to the company, it doesn't have to be one dozen anymore. However, just one pcs can make an order for screen printing clothes. The price of each product differs according to its type. The company can also give discounts to *musta'jir* if under certain conditions. Like if a *musta'jir* who comes wants to place an order to make a banner. Different from usual, this *musta'jir* has his own design.¹⁸

It has certainly made the company's work easier in creating designs. They only need to edit if there is something that is not suitable without the need to make it again from scratch. Under these conditions, *mu'jir* usually provides a discount, so that the amount of payment becomes cheaper. Besides having relationships between fellow printing and graphic companies. This Colour Graphic Design company has several relationships with other parties from various circles or can be

¹⁷ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia," *Peuradeun Scientific Journal* 11, no. 2 (May 30, 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

¹⁸ Chairul Fahmi, *Law and Social Phenomena* (Banda Aceh: Aceh Justice Resource Centre, 2015), [//ruangbaca-fsh.ar-raniry.ac.id%2Findex.php%3Fp%3Dshow_detail%26id%3D3123%26keywords%3D](http://ruangbaca-fsh.ar-raniry.ac.id%2Findex.php%3Fp%3Dshow_detail%26id%3D3123%26keywords%3D).

referred to as partners. This company has been widely recognised by students, government agencies, and ordinary people. Most of the company's sources of orders are students or officials. For example, during the election campaign period. They receive many orders to print banners, car stickers, shirt screen printing and so on. Similarly, when students want to hold student events, the company often gets many orders such as banner printing and shirt printing.

Based on their experience, Warna Graphic Design company once received an order to make a large banner. They were assigned tasks ranging from creating designs, printing products, to product installation. Because none of the company's employees have the ability in the field of installation, the *mu'jir* will find a handyman or ordinary people who can install it. Indirectly, the Warna Graphic Design company has also opened new jobs for ordinary people.

Regarding the second *order* option mentioned above, the *musta'jir* who wants to make an order can be represented by someone else. This is usually the case with government agencies or those who have prominent positions. When making an order, they will definitely send a representative to come to the company. At the same time, they will also bring a work order (SPK) and give a copy to the company as proof that they are indeed sent as representatives of certain agencies. Most of the time, they make orders in large quantities. The time required during the manufacturing process varies as much as the number of orders received. Typically, the company takes only one day to complete each order.¹⁹

However, based on experience, the company has taken as long as one week to produce. The most frequent product order they receive is for banners. These orders are often received when students organise student events. To fulfil the orders from *musta'jir*, the company needs cooperation

¹⁹ Result of Interview with Mr Abdullah HM Djohan (Owner of Colour Company *Graphic Design* as *Mu'jir*), on 30 April 2022.

with another party, namely a third party as a raw material provider. When an order is received, the *mu'jir* orders the raw materials needed for production needs to the third party. When the *mu'jir* places an order for goods to the third party, the *mu'jir* immediately makes full payment (without paying an advance payment first). There is a difference when the *musta'jir* makes an order to the *mu'jir*. *Musta'jirs* can pay an advance payment before the goods are fully completed, while *mu'jirs* to raw material providers do not. *Mu'jir* orders raw materials to third parties, when the ordered raw materials arrive, *mu'jir must* immediately pay the full cost.

Forms of Risk Coverage in Printing and Graphics Business on Graphic Design Colours

Risk is something that will definitely be faced by entrepreneurs. Each company has different levels of risk, some are large and some are small. Risk is something that is uncertain, but contains an element of danger as a consequence or result of a business activity or other. According to the results of interviews conducted by researchers with *mu'jir*, Warna Graphic Design company also has a big risk in running its business.²⁰ Warna Graphic Design company has been established for 29 years. During this period, many things have happened. The more successful a business is, the greater the risks it will face.

Colour Graphic Design companies have a very large risk that comes from consumers or *musta'jir*. As previously described above, the company has a working relationship with other parties (third parties) which is very important. When the *mu'jir* has received an order, the *mu'jir* immediately contacts the third party as a raw material provider to immediately be able to complete the *musta'jir* order. What the company expects from the *musta'jir* is to pay their wages in full on time. As we know, the *mu'jir* has spent a large amount of capital in providing raw materials for production.

²⁰ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Journal of Islamic Economics and Finance* 3, no. 2 (2022): 89–103, <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

However, unexpectedly, many of the *musta'jir* do not fulfil the promise as agreed upon at the beginning of the agreement. According to the initial agreement, when the order has been prepared by the company, the *musta'jir* is obliged to pay off the remaining payment. But what happens is that when the order has been prepared, the *musta'jir* does not immediately pay off the payment.

Around 2008, the Warna Graphic Design company suffered a big loss. Initially, the company received a large order from *musta'jir*. The order was intended for election activities at that time. In this case, the *musta'jir* acted as a delegate from the government. The *musta'jir* placed the order on the basis of a work order. When the order is all ready, the *mu'jir* contacts the *musta'jir* that the order has been prepared and can be picked up. When picking up the *musta'jir* does not immediately pay off the payment. Due to the established friendship between the *mu'jir* and the prospective election, the *mu'jir* understands it and gives time to pay it off.

This is classified as a default against the Warna Graphic Design company. Supposedly, when you want to take the results of the order, *musta'jir* must first pay off the remaining price or wages for *mu'jir*. That was the agreement at the beginning. *Mu'jir* patiently waited for *musta'jir* to pay it off, but apparently there was no good intention either. Because of this incident, the company suffered a loss of approximately 3 billion. *Mu'jir* continues to make various collection efforts to the *musta'jir*. From gentle ways to firm ways. For five years no good hope emerged. Although in the end they paid in instalments to the *mu'jir*, until now the amount returned is not enough. As a result of this incident, the Warna Graphic Design company went bankrupt and did not live at all for 12 years. This incident certainly greatly affected the life and economy of the company at that time.

Mu'jir as the owner of the Warna Graphic Design company had switched professions during the bankruptcy period. He took advantage of existing relationships by working with government agencies. Given the distance of time when the agreement was made until now is very long, *mu'jir* as the owner of the company was forced to let go of his money not to return completely again.

According to the observations made by researchers, the risk of default is unavoidable. In the sense that it does not rule out the possibility that past events can be repeated in the future. As we also know, whatever the activity is, there are still risks, both large and small. After experiencing these large losses, the *mu'jir* does not close or refuse to accept orders from those who have harmed him. With grace, the *mu'jir* still gives the opportunity to the *musta'jir* to use the services of his company. Even though there had been bad experiences before and the *mu'jir's* previous debts or wages had not been repaid.²¹

Analysis of Risk Coverage on *Pre Order* Transactions in Printing and Graphics Businesses on Graphic Design Colours According to *Ijarah 'Ala Al 'Amal*

Risk comes from the English word *risk* which means the possibility of loss. In Arabic, risk is known as *al khathru* or *al khasarah*. While in the *Big Indonesian Dictionary* the word risk means something that is less pleasant as a result of an action or action.²² *Ijarah* is the taking of benefits from an object or service without being accompanied by a transfer of ownership, or commonly referred to as leasing.

There are two types of *Ijarah*, namely benefit *ijarah* and charity *ijarah*. *Ijarah of* benefits is a leasing activity of objects or goods such as renting houses, cars, land, and jewellery. Meanwhile, charity *ijarah* is a leasing activity whose object is a service by hiring someone to do a certain job. *Ijarah* is divided into two types, there is a personal *ijarah* and a union *ijarah*. Private ones are examples such as hiring household assistants, gardeners and security guards. Whereas union ones are construction labourers, tailors, printers, and so on.²³

Like other agreements, *ijarah* has legal force at the time the lease takes place, and if the contract is not fulfilled, it will be cancelled.

²¹ Interview with Mr Abdullah HM Djohan (Owner of Warna Graphic Design Company as *Mu'jir*), on 30 April 2022.

²² <https://www.google.com/amp/s/kbbi.web.id/risiko.html>, (20 May 2022).

²³ Idri, *Economic Hadith: Economics in the Prophet's Perspective*, (Jakarta: Prenadamedia Group, 2015), pp. 241.

The renting party (*mu'jir*) has the right to hand over the goods to the renter (*musta'jir*), while the *musta'jir* is obliged to pay the *mu'jir* after receiving the goods.²⁴

In *ijarah* there are rights and obligations for the *ajir*, namely *mu'jir* and

musta'jir. The rights and obligations for the *mu'jir* are:

1. *The Mu'jir* is entitled to receive all the rents
2. *The mu'jir* is obliged to hand over the object of the lease to the *musta'jir*, because the *musta'jir* has the right to benefit from the object by the agreement.
3. *Mu'jir* allows the use of the goods to the person renting them (*musta'jir*).
4. *Mu'jir* maintains the suitability of the leased goods before they are leased, such as repairing damaged goods, unless the damage is caused by the tenant (*musta'jir*). In this case there are two provisions for specialised *ajirs* (who are private) and *ajir musytarak* (who are joint). The specialised *ajir* is not liable for damages caused to goods handed over to him in connection with his work. This is because he is a trustee like a deputy or *mudharib*. Likewise, with *ajir musytarak*, he is not burdened with compensation for damage to goods in his hands, except when his actions are excessive or negligent. This is based on the Prophet's hadith, "From Samurah Ibn Jundub, from the Prophet SAW, he said: The one who holds must be responsible for what he takes until he fulfils it (gives it). Said Ibn Bashir: Until the item is given." (HR Imam Ahmad in his Musnad).²⁵

Then there are also rights and obligations for *musta'jir*:

1. *The Musta'jir* is entitled to benefit from the leased goods.
2. It is permissible for the *Musta'jir* to change the use of the rental to someone else, unless it is stated at the beginning of the agreement that the *Musta'jir* will be allowed to change the use of the rental to someone else.

²⁴ Chairuman Pasaribu and Suhrawardi K. Lubis, *Law of Agreement in Islam*, (Jakarta: Sinar Grafika, 2004), pp. 52-53.

²⁵ Ahmad Wardi Muslich, *Fiqh Muamalat*, Cet. 3, (Jakarta: Amzah, 2015), pp. 334-335.

If the replacement is not permissible, then the *musta'jir* should not replace it.

3. *Musta'jir* is obliged to hand over the rent as stated in the agreement. If the object of rent is a service, then the rent is called wages. And the wage is given when the *mu'jir* has completed his duties or when the goods are handed over to the *musta'jir*.
4. *Musta'jir* must look after and maintain the object of the lease.
5. *The Musta'jir* must repair any damage caused by him, unless the goods are damaged by themselves.
6. *The Musta'jir* is obliged to replace the rented item if damage occurs to it due to his negligence, unless the damage is not due to his own fault or negligence.²⁶

Based on the above problems, the *ijarah* contract made at the beginning is declared to have ended, because the period specified in the agreement has ended and the work has been completed. Therefore, when the work has been completed by the *mu'jir*, the *musta'jir* must immediately pay the wages as it should. As it is known that it is an obligation of the *musta'jir* and a right for the *mu'jir*. With the disobedience of the *musta'jir* to the agreement, the *mu'jir* still has to bear all costs to the third party as the raw material provider using his personal money. *Mu'jir* (the company Warna Graphic Design) continues to try to collect the debt. Until there is good faith from the *musta'jir* to pay it off.²⁷

Basically, *ijarah* is a common agreement, where each party to the agreement does not have the right to cancel the agreement, because this type of agreement is included in the reciprocal agreement. In fact, even if one of the parties (either the renter or the lessee) dies, the lease agreement (*ijarah*) does not become void, as long as the leased object is not cancelled.

²⁶ Idri, *Economic Hadith: Economics in the Perspective of Prophetic Hadiths*, (Jakarta: Prenadamedia Group, 2015), pp. 240.

²⁷ Chairul Fahmi and Wira Afrina, "ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 1 (July 23, 2023): 28-39.

still exists. This is because in the event that one of the parties dies, his position is replaced by his heirs, whether he is the tenant or the renter.

The things that cause the cancellation or termination of the lease agreement (*ijarah*) are:

1. The occurrence of a defect in the leased item. If the leased item is damaged while in the hands of the *musta'jir*, or the damage is caused by negligence on the part of the *musta'jir* then the *mu'jir* has the right to request cancellation of the agreement.
2. Damage to the leased item. If the item that is the object of the lease is damaged or completely destroyed so that it can no longer be used as agreed, such as wanting to rent out a building but then the building catches fire.
3. Damage to the hired item. This means that the item that is the cause of the hiring relationship is damaged, and because of this damage, it is no longer possible to fulfil the contract. For example, if A hires B to sew trousers, then the fabric of the trousers is damaged, the hiring agreement is automatically terminated.
4. Fulfilment of the benefits that were agreed upon. The purpose of the lease agreement has been achieved, or the lease agreement period has ended in accordance with the terms agreed by both parties.
5. The existence of an excuse. The Hanafis add that the existence of an excuse is one of the causes of breaking or terminating a contract, even if the excuse comes from one of the parties. What is meant by 'udzur is an obstacle so that the contract or agreement cannot be carried out as it should. For example, renting a shop for trading, then someone steals the merchandise before the shop is used. Then the *musta'jir* or tenant has the right to cancel the contract.²⁸

²⁸ Chairuman Pasaribu and Suhrawardi K. Lubis, *Law of Agreement in Islam*, (Jakarta: Sinar Grafika, 2004), pp. 56-58.

According to the results of interviews conducted by researchers, *mu'jir* has fulfilled its obligations properly and correctly. *Mu'jir* completed his work and continued to pay fees to third parties, even though he did not get the rights that *musta'jir* should have given (suffered losses). Because after all, losses will still occur and are difficult to avoid.²⁹

As regulated in Islam, a Muslim entrepreneur must have trustworthiness and responsibility in himself. With trustworthiness, Muslim entrepreneurs will be responsible for everything they do in terms of muamalah. Responsible by maintaining human rights as social creatures and creatures created by Allah SWT. The attitude taken by the *mu'jir* as the owner of the Warna Graphic Design company has reflected a good Muslim entrepreneur. According to the *ijarah 'ala al amal* contract, the actions taken by the *mu'jir* are in accordance with the applicable provisions. Even though he did not receive his full rights (wages), he is still responsible for giving third parties their rights as they should.

Meanwhile, the *musta'jir* is obliged to fulfil his obligation to repay or give the proper wage as in the initial agreement to the *mu'jir*.³⁰

CONCLUSIONS

From some of the problems that the author puts forward above, the author can draw several conclusions as follows:

1. Warna Graphic Design Company applies a pre order transaction system in running its business. *Pre order* is a way in which consumers can make orders (reservations) in advance for the services provided, and then receive the results. There are three ways provided by the company to make it easier for consumers to use its services. First, make an order directly by visiting the company's location.

²⁹ Interview with Mr Abdullah HM Djohan (Owner of Warna Graphic Design Company as *Mu'jir*), on 30 April 2022.

³⁰ Ariyadi, "*Business in Islam: Journal of Hadratul Madaniyah*", Vol. 5 Issue, June 2018, pp. 13-26.

Second, visiting the company's location directly but being represented by another person. Third, receiving orders from other companies in the context of co-operation between companies.

2. Risk is something that will definitely occur in every business activity. Risks can occur from inside or outside the company. Warna Graphic Design company has a very big risk from outside the company. This risk comes from consumers (*musta'jir*). Often times, *musta'jir* defaults on *mu'jir*. When experiencing this, the *mu'jir* continues to try to collect his wages, until there is a good faith on the part of the *musta'jir* to pay.
3. In handling the risks that occur to the company, the *mu'jir* has taken the right steps according to *ijarah 'ala al amal*. Although the *musta'jir* reneged on his promise by not paying the *mu'jir* his due wage, the *mu'jir* still fulfilled his obligations to the third party as the provider of raw materials. As a good Muslim, the *mu'jir* is always willing to let his money not return as it should. *Mu'jir* as a victim of the irresponsible actions of *the musta'jir* still uses "*ahsan*" methods when collecting debts to the *musta'jir*.

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