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Letter of Acceptance

Dear **Mr. Imaduddin Abilfada Kusairy**

Thank you for submitting your paper which is entitled “**ANALYSIS OF ISLAMIC LAW ON WORK AGREEMENTS WITH THE PARTNER SYSTEM BETWEEN COMPANIES AND EMPLOYEES: Study on Ninja Xpress Banda Aceh**” for the **AL-MUDHARABAH: Jurnal Ekonomi dan Keuangan Syariah**. The reviewer has reviewed your paper and the editor suggested that it is **ACCEPTED** for publication at Vol.5 No.2, 2024.

Should you have any questions, please feel free to e-mail us at almudharabah@ar-raniry.ac.id

We look forward to hearing from you.



Chairul Fahmi
Managing Editor



ANALYSIS OF ISLAMIC LAW ON WORK AGREEMENTS WITH THE PARTNER SYSTEM BETWEEN COMPANIES AND EMPLOYEES: Study on Ninja Xpress Banda Aceh

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Abstract

Couriers are one of the important assets for logistics companies such as Ninja Xpress. In carrying out its business, Ninja Xpress opens vacancies for all Indonesian people to join Ninja Xpress couriers with a partner system. In practice, there is a discrepancy in the payment of wages and bonuses by the company to couriers, so couriers must personally record the number of packages and bonuses that have been delivered to consumers during the month, this is done to avoid the company's actions that arbitrarily avoid its obligations as an employer. The research method used is a qualitative research method with an analytical descriptive approach, data collection techniques are carried out by interviews and documentation as well as literature studies and regulations related to this research. The results of the research show that the form of the Rider Service Agreement between Rider SPH as a service provider and Ninja Xpress as a service recipient is made in writing, and has fulfilled the provisions of the valid terms of the agreement as referred to in Article 1320 KUHperdata. The Islamic law review of the Ninja Xpress work agreement found that in practice the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 has fulfilled the pillars and conditions of *ijarah al-amal*, but the concept of *ijarah al-amal* risk is not in accordance with the provisions due to the transfer of responsibility for damage to goods or loss to Rider SPH as a service provider.

Keywords: Couriers, *Ijarah al-amal* theory, Ninja Xpress and Islamic Economic Law

INTRODUCTION

Technological advances in the current era make it easier and more practical for people to do all activities.¹ Like shopping, people no longer need to leave the house if they want to buy the items they need. People only need to

¹ Hasnan Baber, "FinTech, Crowdfunding and Customer Retention in Islamic Banks," *Vision* 24, no. 3 (2020), <https://doi.org/10.1177/0972262919869765>.

order the necessary items on various *e-commerce platforms* such as Shoppe, Tokopedia, Bukalapak, etc. The goods ordered by the buyer will be sent by the seller through the company goods delivery service so that the ordered goods can directly reach the house through the delivery service. Changes in purchasing transaction patterns through *e-commerce platforms* have an impact on goods delivery service companies. Goods delivery services are considered very effective and efficient so that current buying and selling transactions are no longer limited by distance due to the existence of goods delivery services that are increasingly massively developing in today's digital era.²

Indonesia has many shipping service companies that are believed to have good quality with various forms of services that make it easy for customers to choose services that suit their needs. One of the delivery service companies that are in demand by the public is Ninja Xpress. Ninja Xpress is one of the logistics and courier companies originating from Indonesia. Founded in 2015, Ninja Xpress has grown rapidly in the freight forwarding industry in Southeast Asia. The scope of Ninja Xpress company services includes: domestic package delivery services, international package delivery, and services for *E-Commerce*. As a company that has been established since 2015, Ninja Xpress has branches and *outlets* throughout Indonesia from provinces to districts throughout Indonesia.³

Couriers are one of the important assets for logistics companies such as Ninja Xpress. In running its business, Ninja Xpress opens vacancies for all Indonesian people to join Ninja Xpress couriers with a partner system. Couriers are responsible for delivering packages to consumers. One of the indicators that must be met by the company when recruiting employees is the existence of a work agreement, a work agreement provides legality between employers and workers regarding the rights and obligations that must be fulfilled by employers and workers while working at the Ninja Xpress company. Based on the provisions of Article 1 number 14 of Law No.13 of 2013 concerning Manpower, it explains that: "A work agreement is an agreement between a worker/labourer and an employer that contains the terms of employment, rights, and obligations of the parties". Furthermore, based on the provisions of Article 54 paragraph (1) of the Labour Law, it is also explained that a work agreement made in writing must at

² Rohani M.M Yusoff and Nurhashimah Muhamed Fauzi, "INTERACTIVE E-BOOK BUSINESS LAW," *Asia Proceedings of Social Sciences* 6, no. 3 (2020), <https://doi.org/10.31580/apss.v6i3.1634>.

³ Syifa Un Nafsi, Chairul Fahmi, and Riadhus sholihin, "THE VALIDITY OF USED GOODS AUCTION PRACTICES ON FACEBOOK PLATFORM," *JURISTA: Jurnal Hukum Dan Keadilan* 8, no. 2 (December 31, 2024): 622-43, <https://doi.org/10.22373/JURISTA.V8I2.195>.

least contain the amount of wages received and the method of payment.⁴

Regarding the wage system, it has been explicitly regulated in PP No.36 of 2021 concerning Wages which is the implementing regulation of Law No.11 of 2020 concerning Job Creation. Based on the provisions of Article 14 of PP No.36 of 2021, there are two categories of wages namely wages based on time provisions and wages determined based on results. Wages determined based on results are determined by employers and workers based on a mutually agreed agreement.⁵

Wages in Islam are known as '*ujrah*', the concept of '*ujrah*' is found in one of the mua'malah contracts, namely the *ijarah* contract. The meaning of *ijarah* is the transfer of benefits for goods or services within a certain time limit in exchange for a fee ('*ujrah*'). There are two *ijarah* contracts commonly used by the community in mua'malah activities, namely *ijarah al-manfa'ah* contracts whose objects are goods and *ijarah al-a'mal* whose objects are certain services or work. The concept of wages in Islamic law is divided into two types, namely wages that have been mentioned *ajrun musamma* and *ajrun mitsli*. *Ajrun musamma* is a wage has been mentioned must be accompanied by the willingness of both parties, while *ajrun mitsli* is a wage commensurate with his work and commensurate with his work profession.⁶

Based on preliminary data obtained by researchers through interviews with Iwan, one of the couriers at Ninja Xpress Banda Aceh Branch, he explained that the Ninja Xpress courier recruitment process was carried out by the method of verbal notification by the management to the couriers, in essence the company still needed additional couriers to achieve the company's target. If after being conveyed to fellow couriers and no workers are found, the company will announce job vacancies online.

The courier selection stage at Ninja Xpress is that prospective couriers prepare an application letter, then proceed with the interview process. During the interview, the topics discussed are work procedures, wages, work areas, application usage, and bonuses. The bonuses that couriers get vary from Rp.

⁴ Fahmi Amri Nasution, Nisrul Irawati, and Chairul Muluk, "The Effect of Dividend Policy, Liquidity, Profitability and Company Size on Debt Policy through Financial Performance in Palm Oil Plantation Listed Companies," *Journal of Madani Society* 2, no. 2 (2023), <https://doi.org/10.56225/jmsc.v2i2.255>.

⁵ Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.

⁶ Ahmad Luqman Hakim and Irfa Munandar, "THE LEGALITY OF MURABAHAH CONTRACTS SYSTEM IN ISLAMIC FINANCING INSTITUTIONS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (2023): 24–36, <https://doi.org/10.1234/JURISTA.V7I1.66>.

2,000 - Rp. 2,500 depending on the work area, however, arrangements related to bonuses and package prices can change at any time, which creates wage uncertainty for couriers, plus the company sets a daily target for couriers to bring a minimum package of 35 Pcs / day, if there are couriers who bring packages under these provisions, the courier will be unilaterally dismissed by the company. Then the courier's working hours depend on the number of packages, if the number of packages is small then there will be many couriers who are closed by the company and if the number of packages is large then the courier is not allowed to take a day off, there are even couriers who work a full month without any days off, and there are also couriers who are unilaterally fired by the company due to illness.⁷

Regarding the responsibility of delivery at the Ninja Xpress Banda Aceh Branch company, if the package has left the warehouse then the package is fully the responsibility of the courier, if there is a package that is damaged during the delivery process either accidentally or intentionally it is the full responsibility of the courier. Another problem is that some *online marketplaces* provide COD (*Cash On Delivery*) or pay on the spot services, in practice it is also found that consumers open the package first before paying to the courier so that if the package that is opened does not match the consumer's wishes then the package is considered damaged and cannot be , the damage to the package is entirely the responsibility of the courier. Another problem is the discrepancy in payment of wages and bonuses that have been agreed upon verbally at the beginning, in practice it was found that the company did not pay wages and bonuses to the courier, so the courier had to personally record the number of packages and bonuses that had been delivered to consumers during the month, this was done to avoid the company arbitrarily avoiding its obligations as an employer.

Based on the description above, it is interesting to study further to find the suitability of the work agreement between the Ninja Xpress company and the courier based on the *ijarah al-a'mal* view and the laws and regulations. Therefore, the problem in the journal writing is about the form of the Ninja Xpress work agreement at the Banda Aceh Branch and the Islamic law review of the Ninja Xpress work agreement at the Banda Aceh Branch.

⁷ Indra Biantong and Graciella Devi Maharani, "Strategi Manajemen Pemasaran Untuk Meningkatkan Penjualan Produk Usaha Mikro Kecil Dan Menengah (Umk) Di Lembaga Pemasarakatan," *Jurnal Ilmu Hukum Dan Humaniora* 7, no. 4 (2020).

RESEARCH METHODS

In this research, the author uses qualitative research. The qualitative approach aims to understand the phenomenon in depth by focusing on the meaning, value and interpretation of the data collected. In the context of this research, a qualitative approach is applied to examine the form of employment agreement at Ninja Xpress Banda Aceh Branch and the Islamic law review of Ninja Xpress Banda Aceh Branch employment agreement.⁸

The type of research used in this research is descriptive-analytical. Descriptive research aims to provide a clear and detailed description of the object of research. In this research, the object studied is about the form of work agreement at Ninja Xpress Banda Aceh Branch and Islamic law review of Ninja Xpress Banda Aceh Branch work agreement.

Descriptive-analytical research not only describes facts, but also analyses and interprets these facts based on relevant theoretical frameworks. In this context, researchers describe the form of employment agreement at Ninja Xpress Banda Aceh Branch and the review of Islamic law on the employment agreement of Ninja Xpress Banda Aceh Branch.

The data used in this study consist of primary data and secondary data. Primary data is data obtained directly from the source, either through interviews, observations or reports in the form of documents which are then processed by researchers. Meanwhile, secondary data is data collected directly by researchers as support for primary data or can also be defined as data sources that are capable or can provide additional information or data that can strengthen the main data.

The data collection techniques used were interviews and documentation. Interview and documentation techniques are appropriate methods for empirical research, because they allow researchers to explore various information from the source, both respondents and informants. In this study, researchers also studied classical fiqh books, in order to understand the concept of *ijarah al- a' mal* contracts. In addition, this research also examines contemporary literature, such as fiqh muamalah books and journals that discuss the form of employment agreements at Ninja Xpress Banda Aceh Branch and Islamic law reviews of Ninja Xpress Banda Aceh Branch employment agreements. The data obtained is then analysed descriptively and linked to the theory of fiqh muamalah.

⁸ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

RESULTS AND DISCUSSION

A. Form of Employment Agreement at Ninja Xpress Banda Aceh Branch

The agreement involving the Service Provider or Rider SPH with Ninja Xpress is one form of partnership cooperation agreement commonly carried out by the community in general. The scope of the agreement regulates the rights and obligations of Rider SPH as a Service Provider with Ninja Xpress as a service recipient.⁹

The legal relationship between SPH Rider and Ninja Xpress is explained in Article 9 paragraph (2) of the SPH Rider Service Agreement No. 17792/ PKS/HR-SPH Ninja/I/2024 which states that SPH Rider as a service provider is not a workforce or employee or employee or staff of Ninja Xpress either directly or . Furthermore, the legal position of Rider SPH is explicitly explained in Article 9 paragraph (3) of Service Agreement Rider SPH No. 17792/ PKS/HR- SPH Ninja/I/2024 which states that the legal relationship between Rider SPH and Ninja Xpress is a cooperative relationship (partner) providing services by Rider SPH for Ninja Xpress for the benefit of Rider SPH and Ninja Xpress businesses. Based on the wording of the article it is clear and clear that the legal relationship between Rider SPH and Ninja Xpress is a cooperative relationship (partner) and Rider SPH is not an employee of Ninja Xpress either directly or indirectly.¹⁰

Legally, the definition of partnership is explained in Article 1 number 13 of Law No.20 of 2008 concerning Micro, Small and Medium Enterprises (MSMEs) which explains as follows: partnership is cooperation in business linkages, both direct and indirect, on the basis of the principles of mutual need, trust, strengthening, and benefit involving Micro, Small and Medium Enterprises and Large Enterprises.¹¹

In the legal relationship of partnership/cooperation, a similar company whose interests are represented is referred to as the principal in this agreement

⁹ Nurul Maghfirah et al., "UNDERSTANDING INTELLECTUAL PROPERTY RIGHTS IN THE INDONESIAN TRADING BUSINESS," *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v4i2.3384>.

¹⁰ Nora Tuddini, Muslem Abdullah, and Abbas Pannakkal, "AN EXAMINATION OF THE EFFICACY OF ONLINE PAYMENT OF ZAKAT FITRAH BASED ON YUSUF AL-QARHDAWI'S THOUGHT," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 31, 2023): 183–200, <https://jurista-journal.org/index.php/jurista/article/view/77>.

¹¹ Winda Fitri, "PENGARUH INTEGRITAS PERBANKAN SYARIAH SEBAGAI SEKTOR KEUANGAN DALAM MENINGKATKAN PEREKONOMIAN INDONESIA PADA MASA PANDEMI," *Jurnal Komunikasi Hukum (JKH)* 8, no. 1 (2022), <https://doi.org/10.23887/jkh.v8i1.44409>.

referred to as Ninja Xpress. The legal status of Ninja Xpress is a company that receives services from service providers in this case referred to as Rider SPH to carry out rights and obligations within the scope of *pick-up* services, maintenance, security in the *delivery* of packages for Ninja Xpress in accordance with the Rider SPH Service agreement and the legitimate instructions of Ninja Xpress as the service recipient.

Based on the civil law system in Indonesia, partnership contract or agreement is not a term known in Law No.13 Year 2003 on Labour and Law No.6 Year 2023 on Job Creation. The laws that regulate partnership legal relationships are the Civil Code Article 1313 and Article 1338 regarding the ability of everyone to make an agreement, and the legal principle of the principle of freedom of contract. Therefore, the practice of a work agreement between SPH Rider and Ninja Xpress that uses a partner system is protected by applicable law.

Article 1313 Kuhperdata explains that an agreement is an act by which one or more people bind themselves to one or more other people. The clause of the article means that an agreement is an act by which one or more people bind themselves to one or more other people. From this event, a legal relationship arises between two or more people called an engagement in which there are rights and obligations of each party.¹²

Furthermore, Article 1338 Kuhperdata explains that every agreement made legally applies as a law to those who make it. The cooperation or partnership agreement between Rider SPH and Ninja Xpress must fulfil the provisions of Article 1320 Kuhperdata which contains the terms of a valid agreement, namely:

1. Agreement to bind oneself together (*de toetemming van degenen die zich verbiden*);
2. Capacity to enter into an agreement/contract (*de bekwaamheid om eene verbintenis aan te gaan*);
3. A specific or definable object (*eene bepaald onderwerp objkt*); and
4. A cause or causa that is not prohibited (*eene geoorloofde oorzak*).

In practice, partnership agreements between service providers and service recipients can be made in the following form:

1. The form of agreement is made in writing;

¹² Chairul Fahmi and Peter-Tobias Stoll, "Measuring WTO Approaches in Resolving Palm Oil and Biofuel Trade Disputes from Indonesia," *BESTUUR* 12, no. 2 (December 31, 2024), <https://doi.org/10.20961/BESTUUR.V12I2.94203>.

2. Contains the data of the pledging party;
3. Legal standing of each party;
4. Agreed material;
5. The rights and obligations of each party; and
6. Sanctions that will be imposed on parties who make defaults (broken promises) and other matters deemed necessary.

The format used in the partnership agreement at this time does not have a standard format. However, because the object of the agreement is services, it must follow the provisions of Law No.6 of 2023 concerning Job Creation, especially regarding labour arrangements. However, in general, the material that must be contained in an agreement including a cooperation / partnership agreement must contain the following matters:

1. Title of the agreement;
2. Date the agreement was made;
3. Comparability (identity of the parties to the agreement);
4. Considerant/premise (background/meaning of the agreement);
5. Definitions of terms used in the agreement;
6. Fees and taxes that may be incurred and party burdened with the payment;
7. Address correspondence in p required a notice to either party to the agreement;
8. Mechanism for changes/additions to the contents of the agreement in case of need;
9. Term of the agreement;
10. Arrangements if one of the parties wishes to terminate the agreement before the end of the agreement period;
11. Limitations on the scope of the agreement and the obligations/rights of each party;
12. Limitations on the scope of the agreement and the obligations/rights of each party;
13. Statements and guarantees from each party to comply with the contents of the agreement;
14. Arrangement of whether or not the agreement can be transferred to another party;
15. Arrangements if one of the parties is negligent / late in exercising

- their rights / exercising their rights;
16. Statement on the validity of the agreement;
 17. Arrangements in the event of an emergency (*force majeure*);
 18. Settlement arrangements in the event of a dispute between the parties;
 19. Choice of domicile/ jurisdiction of the agreement;
 20. The choice of law agreed by the parties; and
 21. Signature of the parties.

Based on the results of the analysis carried out on the cooperation agreement (partner) between SPH Rider as a service provider and Ninja Xpress as a service recipient made in written form, this is done to ensure legal certainty between the parties to agreement.¹³

The cooperation agreement between SPH Rider and Ninja Xpress is valid and binding from the time it is signed by the parties. If it has not been signed, the cooperation agreement is binding from the receipt of a facsimile, telegram approval letter or notification by telephone. The cooperation agreement between SPH Rider and Ninja Xpress is valid according to law if it fulfils the conditions for the validity of the agreement as referred to in Article 1320 Kuhperdata.

In the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024. Furthermore, it can be further analysed regarding the validity of the agreement based on the following provisions of Article 1320 Kuhperdata:

1. Agreement, the first condition is the existence of an agreement or free will between the parties who bind themselves to the agreement without coercion, intimidation, or fraud. In the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 it is known that the parties who bind themselves are free from intervention and threats, this is known from the agreement documents obtained, that SPH Rider and Ninja Xpress as parties to the agreement have read the entire dictum of the agreement as evidenced by the signatures of the parties on each page of the agreement.
2. Capable, the second requirement is that the parties to the agreement must have legal capacity, namely the ability to act legally. In the SPH

¹³ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia," *Jurnal Ilmiah Peuradeun* 11, no. 2 (May 30, 2023): 667-86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.

Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024, it is known that the legal subjects who bind themselves to the agreement are persons (SPH Riders) and legal entities (Ninja Xpress) as service recipient companies from SPH Riders as service providers, who have fulfilled the requirements of being able to act legally.

3. A certain thing, the third requirement is that the object or subject matter of the agreement must be something certain, clear and certain. The object of the agreement in the SPH Rider Services Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 is the SPH Rider Services which include: *pick-up*, maintenance, security in the *delivery* of packages for Ninja Xpress in accordance with the SPH Rider Services agreement and the legal instructions of Ninja Xpress as the service recipient.
4. The fourth requirement is that the agreement must have a legitimate cause and not violate the law, decency, or public order. The agreement made between SPH Rider and Ninja Xpress in the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 is an agreement that is not prohibited in the legislation. Because it is a cooperation agreement between SPH Rider service providers and Ninja Xpress service recipients.

The cooperation agreement between SPH Rider and Ninja Xpress is valid and fulfils the requirements of Article 1320 Kuhperdata. So that it has legal consequences for the parties, as stipulated in Article 1338 Kuhperdata, which is binding on the parties. Binding the parties means that both parties must comply with the agreement they made together, just complying with the law. Both parties are obliged to carry out the agreement honestly (good faith) and the agreement cannot be cancelled by the parties.¹⁴

Rider Services Agreement SPH No. 17792/PKS/HR-SPH Ninja/I/2024 consists of 16 Articles, which are described below:

1. Article 1 contains the date of the agreement, which states that the agreement was executed on 10 January 2024;
2. Article 2 contains the identity of the service provider / Rider SPH;
3. Article 3 contains the identity of the service recipient/Ninja Xpress;
4. Article 4 regulates the object of the agreement regarding Rider SPH

¹⁴ Jarmanisa et al., "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT," *JURISTA: Jurnal Hukum Dan Keadilan* 5, no. 2 (October 1, 2021): 126-46, <https://doi.org/10.1234/JURISTA.V5I2.11>.

- services;
5. Article 5 regulates the package;
 6. Article 6 regulates the location of the implementation of Rider SPH services;
 7. Article 7 regulates the term of the agreement between Rider SPH and Ninja Xpress;
 8. Article 8 regulates the cost/wage of Rider SPH services;
 9. Article 9 regulates the statements, acknowledgements and warranties of the Rider SPH;
 10. Article 10 regulates the obligations and responsibilities of the Rider SPH;
 11. Article 11 regulates the obligations and responsibilities for personal data and confidential information;
 12. Article 12 regulates the rights of Rider SPH;
 13. Article 13 regulates the obligations and responsibilities of Ninja Xpress;
 14. Article 14 regulates the rights of Ninja Xpress;
 15. Article 15 regulates the termination of the Rider SPH service agreement; and
 16. Article 16 provides for applicable law and dispute resolution.

Based on the analysis of the agreement, it is known that substantially the SPH Rider Services Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 is in accordance with the provisions of Law No.6 of 2023 concerning Job Creation. At the end of the dictum of the agreement there is an explanation of the terms contained in the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 to avoid misinterpretation of meaning that can result in misunderstanding between the parties.¹⁵

Based on the description above, it is known that the form of the Rider Services Agreement between Rider SPH as a service provider and Ninja Xpress as a service recipient is made in writing, and has fulfilled the provisions of the valid terms of agreement as referred to in Article 1320 Kuhperdata and has legal consequences for the parties who bind themselves to the agreement. . In addition to fulfilling the requirements of Article 1320 Kuhperdata, substantially the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 is in accordance with the

¹⁵ Nasution, Irawati, and Muluk, "The Effect of Dividend Policy, Liquidity, Profitability and Company Size on Debt Policy through Financial Performance in Palm Oil Plantation Listed Companies."

provisions of Law No.6 of 2023 concerning Job Creation.

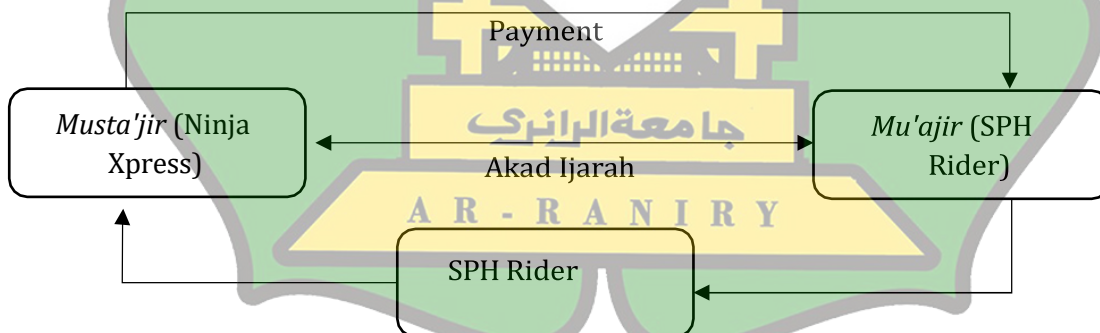
B. Islamic Law Review of Ninja Xpress Work Agreement, Banda Aceh Branch.

In Islamic law, a work agreement is known as *Ijarah*, where the hirer provides wages to the party who rents the service, which is known as an employment relationship. In this discussion, it will be analysed whether the cooperation agreement (partner) carried out by Rider SPH and Ninja Xpress has fulfilled the valid requirements of the *ijarah* contract.¹⁵

An important element contained in an *ijarah* contract is '*aqidain* or the parties to the contract. '*Aqidain* is divided into two, namely *musta'jir* and *mu'ajir*. *Musta'jir* is a person who needs services, while *mu'ajir* is a person who has expertise, energy or a person who provides services. *Mu'ajir* has the right to get wages for the services he has provided, and *musta'jir* has the right to get labour or services from the wages he has paid.¹⁶

In the practice of a cooperation agreement between Rider SPH and Ninja Xpress, if correlated with the concept of *ijarah* contract, it can be observed in the chart below:

Chart 1 Ijarah Akad Scheme on the Agreement between SPH Rider and Ninja Xpress



Based on the above section, it is known that *musta'jir* is Ninja Xpress as the service recipient, while *mu'ajir* is Rider SPH as the service provider. Furthermore, the elements of '*aqidain* must fulfil several conditions such as being of sound mind, baligh, mumayiz and a person who is authorised by law to carry out the contract. If these conditions are not met, then the contract that is carried

out is not valid.

The majority of scholars are of the opinion that in an *ijarah* contract there are 4 (four) pillars that must be fulfilled, as described below:¹⁷

1. *Aqid* (Person who makes a contract), the *Aqid* Pillar must fulfil the following conditions:
 - a. *Akil* or a reasonable person is a person who can use the property he gets properly. Each SPH Rider is a person who is at least 18 years old, this is due to the requirements as explained in Article 9 paragraph (1) of the substantial SPH Rider Service Agreement No. 17792 / PKS / HR-SPH Ninja / I / 2024 which explains that Rider SPH is a Rider SPH service provider who is permitted in accordance with applicable legal regulations, is at least 18 years old, and is authorized by law to sign, legally bind himself and carry out the Rider SPH service agreement. So it can be concluded that Rider SPH is a person of reason.
 - b. *Baligh*, SPH Riders recruited by Ninja Xpress are at least 17 years old, so it is certain that the SPH Rider has passed *baligh*.
 - c. Reasonable, in this case between Ninja Xpress and Rider SPH consciously entered into a cooperation agreement (partner).
 - d. Not under duress, Ninja Xpress and Rider SPH voluntarily agreed to the cooperation agreement without any coercion or pressure from any party.

2. *Ujrah* or wages

In the *ijarah* contract, the determination of wages is divided into two, namely the wages that have been mentioned (*ajr al-musamma*) at the beginning of the contract on condition of the willingness of both parties, then the commensurate wage value and (*ajr al-mistli*), which is a wage that is commensurate or equivalent to his work and in accordance with the conditions of his work.

The *ijarah* agreement has the principle that the wage or *ujrah* must be known definitely and clearly by the . Based on the analysis of the work agreement between Rider SPH and Ninja Xpress, the provisions regarding *ujrah* are regulated in Article 8 of the Rider SPH Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 which explains that the *ujrah* of Rider SPH services consists of: service fees, productivity bonuses, performance bonuses, insurance, and annual bonuses. As the hadith of the Prophet

Muhammad SAW narrated by 'Abd ar-Razzaq from Abu Hurairah and Abu Sa'id al-Khudri, the Prophet Muhammad SAW said which means: "Whoever hires a worker, tell his wages".

The Hadith explains that the service recipient has the obligation and responsibility to provide advance information regarding the amount of wages received by the service provider before the service provider starts doing his work.

3. *Shighat*

In the practice of a cooperation agreement between Rider SPH and Ninja Xpress, it has fulfilled the pillars of *shighat*, namely with the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 made in written form by both parties.

4. The existence of benefits or leased goods or services

In the practice of a cooperation agreement between Rider SPH and Ninja Xpress, it is known that each party benefits, in the position of service providers / Rider SPH getting wages for services provided to Ninja Xpress, while Ninja Xpress gets services provided by Rider SPH.

In the *ijarah al-amal* contract there are also risks experienced by workers. Regarding risks, scholars are of the opinion that the responsibility of the worker is trustworthy. Therefore, the worker is not responsible for damaged goods in his hands related to work, whether the goods are damaged while in his care or while he is working. This is because the worker is either a trustee or a representative of the work. The Shaafa'is explain that if the worker does the work within the scope of the hirer's property, then the worker is not liable for the risks he incurs. That is because the worker is under the authority of the , so that whenever he does something, the work is handed over to him.¹⁶

Although the *ijarah al-amal* contract regarding the risk of damage to goods cannot be delegated to workers, it is different from the provisions of Article 10 paragraph (10) of the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 which explains that the SPH Rider is responsible for the security and condition of the package, from the time the package is received / *picked up*

¹⁶ Sri Wahyuni et al., "THE ROLE OF COURTS IN RESOLVING CASES OF BANKRUPTCY OF ISLAMIC BANK CUSTOMERS," *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 1 (June 10, 2023): 1-23, <https://doi.org/10.1234/JURISTA.V7I1.42>.

(*pick-up*) until the package is received by Ninja Xpress customers, recipients of packages, or third parties officially appointed by Ninja Xpress.¹⁷

Furthermore, Article 10 paragraph (11) of the SPH Rider Service Agreement No. 17792/PKS/HR- SPH Ninja/I/2024 also explains that the loss or damage to the package after it is received / *picked up* by the SPH Rider until the package is received by the Ninja Xpress customer or package recipient in accordance with the SOP, is the full responsibility of the SPH Rider, and the SPH Rider bears the losses incurred for the loss / damage to the Package, unless the loss / damage to the Package is caused by Ninja Xpress or the *shipper* / package owner.

Based on these provisions, it is known that responsibility for the package passes to Rider SPH when the package is *picked up* until the package is delivered to the recipient or third party appointed by Ninja Xpress. For this reason, if there is damage or loss when the package is *picked up* by Rider SPH, then event is entirely the responsibility of Rider SPH and Rider SPH is obliged to replace the damage or loss of the package caused by Rider SPH's negligence when after being *picked up*. However, the responsibility for damage or loss is cancelled if it is caused by the negligence of Ninja Xpress as the service recipient or *shipper*. Furthermore, if correlated with the concept of risk *ijarah al-amal* dictum Article 9 paragraph (10) and paragraph (11) contradicts the concept of *ijarah al-amal* risk due to the transfer of risk to Rider SPH as a service provider.

Based on the results of the above search and research regarding the review of Islamic law on the Ninja Xpress work agreement, it is known that in practice the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 has fulfilled the pillars and conditions of *ijarah al-amal*, but the concept of *ijarah al-amal* risk is not in accordance with the provisions due to the transfer of responsibility for damage to goods or loss to Rider SPH as a service provider.

CONCLUSIONS

Based on the results of the research, it is known that the form of the Rider Service Agreement between Rider SPH as a service provider and Ninja Xpress as a service recipient is made in writing, and has fulfilled the provisions of the valid terms of agreement as referred to in Article 1320 Kuhperdata and has legal consequences for the parties who bind themselves to the agreement. . In addition

¹⁷ Adnan Husada Putra, "Peran UMKM Dalam Pembangunan Dan Kesejahteraan Masyarakat Indonesia," *Jurnal Analisa Sosiologi* 5, no. 2 (2016).

to fulfilling the requirements of Article 1320 Kuhperdata, substantially the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 is in accordance with the provisions of Law No.6 of 2023 concerning Job Creation. The review of Islamic law on the Ninja Xpress work agreement found that in practice the SPH Rider Service Agreement No. 17792/PKS/HR-SPH Ninja/I/2024 has fulfilled the pillars and conditions of *ijarah al-amal*, but the concept of *ijarah al-amal* risk is not in accordance with the provisions due to the transfer of responsibility for damage to goods or loss to Rider SPH as a service provider.

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