

WAGE (*UJRAH*) IN THE CONCEPT OF *IJARAH BI AL-AMAL*: A PERSPECTIVE OF SHAFI'I SCHOLARS

Paizun^{1a*}, Dallah^{2b}, Said Muhammad Rahimin^{3c}

^{1,2,3} Sekolah Tinggi Agama Islam Natuna, Komplek Masjid Agung Natuna, Ranai, Kabupaten Natuna, Kepulauan Riau, Indonesia

^aE-mail: pzpaizun@gmail.com

^bE-mail: dallah301013@gmail.com

^cE-mail: saidrahimin72@gmail.com

(*) Corresponding Author

pzpaizun@gmail.com

ARTICLE HISTORY

Received : 20-05-2026

Revised : 07-06-2026

Accepted : 30-07-2026

KEYWORDS

Ujrah;

Ijarah Bi Al-Amal;

Shafi'i Jurisprudence;

ABSTRACT

This study offers a Shafi'i-centered doctrinal analysis of *ujrah* (wage) within *ijarah bi al-amal*, a scholarly gap unaddressed by existing literature, which has largely treated *ijarah* flexibility in general terms without systematically engaging Shafi'i *ujrah* conditions as a primary normative framework. Employing qualitative library research with a descriptive-analytical method, data were drawn from classical Shafi'i texts and peer-reviewed scholarship, analyzed through content analysis and comparative juristic method with source triangulation. Two principal findings emerge. First, Shafi'i jurisprudence constructs *ujrah* as a dynamic protective architecture, not merely a validity checklist, grounded in *ma'lum*, prohibition of *gharar*, and *istihqaq al-ujrah bi al-'amal*, with *ujrah al-mithl* as a built-in corrective mechanism against wage deprivation. Second, contemporary applications exhibit partial doctrinal alignment, mediated through *'urf jari* and cultural internalization of Shafi'i norms, sustaining transactional success without formal institutional oversight. These findings advance Islamic labor contract theory and carry direct implications for SDG 8 (Decent Work) and SDG 1 (poverty reduction) in Muslim-majority labor markets.

This is an open access article under the CC-BY-SA license.



INTRODUCTION

In Muslim-majority communities, *ijarah bi al-amal*, a labor-based service contract governing wage (*ujrah*) payment, has demonstrated remarkable operational success across diverse service sectors, from traditional skilled trades such as tailoring and construction to modern professional services including digital design and consultancy. Practitioners have developed sophisticated informal conventions for *ujrah* determination, calibrated to market rates and skill levels, sustaining low dispute rates, strong trust relationships between *ajir* (service provider) and *musta'jir* (employer), and self-regulating transactional equilibrium with minimal formal institutional oversight.

This operational success, however, presents a normative paradox. Classical Shafi'i jurisprudence establishes stringent prerequisites for valid *ijarah bi al-amal*, requiring that *ujrah* be *ma'lum* (fully known and unambiguous),

free from *gharar* (uncertainty), and explicitly stipulated at contract formation, conditions whose stringency should, in theory, impede the informal agreements widely observed in practice. Scholars have documented that contracts lacking clear *ujrah* provisions constitute *ijarah fasid* (defective contracts) on grounds of *jahālah* (Ichsanur Rizqi, Hanafir Rifqi, & Tajrid, 2026), and that absent wage stipulations in informal labor sectors violate *maqashid al-shariah* principles of *ʿadl* (justice) and *hifz al-mal* (property protection) (Diningsih, 2025; Arifin et al., 2025). Yet practitioners continue achieving functional, mutually satisfactory outcomes, suggesting that the relationship between formal juristic validity and practical transactional success is neither linear nor fully theorized.

Existing scholarship has addressed *ijarah bi al-amal* along several trajectories: structural analyses from fiqh perspectives (Friatna, Jalilah, & Guna, 2023; Ghifary & Syuib, 2026; Asza & Abdullah, 2026), contract flexibility in contemporary service arrangements (Muhit, Al-Hakim, & Setiawan, 2024; Herawan, 2024), *gharar* as a juristic category across schools (Yarli, Al-Hakim, & Setiawan, 2024), *maqashid*-based wage evaluations (Diningsih, 2025; Arifin et al., 2025; Muharir, Hanafi, & Soehadha, 2025), and sectoral applications from prisoners' wages to content creator compensation (Primadhany et al., 2025). None, however, have situated the Shafi'i conceptualization of *ujrah* as the primary unit of doctrinal analysis while simultaneously interrogating its applied dimensions, leaving a structurally significant gap at the intersection of classical Shafi'i jurisprudence and contemporary *ijarah bi al-amal* practice.

This study fills that gap by constructing a systematic Shafi'i-centered doctrinal analysis of *ujrah* that bridges classical textual authority with contemporary practice, an approach not previously undertaken with this degree of juristic specificity and methodological rigor. The novelty lies in the analytical framework itself: rather than treating Shafi'i doctrine as a static evaluative standard, this study interrogates how its normative logic, including the corrective mechanism of *ujrah al-mithl*, operates dynamically within real transactional contexts.

The urgency of this inquiry is anchored in SDG 8 (Decent Work and Economic Growth) and SDG 1 (poverty reduction). Where large segments of the Muslim workforce engage in informal *ijarah bi al-amal* transactions, the absence of a clear juristic framework for *ujrah* determination perpetuates wage ambiguity, inhibits fair compensation, and undermines the economic dignity of *ajir* (Arifin et al., 2025; Diningsih, 2025). A rigorous Shafi'i doctrinal analysis provides grounding for fair wage advocacy and supports equitable labor standards within Muslim-majority labor markets.

This study is guided by two research questions: (1) How is *ujrah* within *ijarah bi al-amal* normatively constructed according to Shafi'i jurisprudence, encompassing its doctrinal conditions, juristic rationale, and legal consequences of non-compliance? (2) To what extent do contemporary *ujrah* applications align with, depart from, or reinterpret Shafi'i normative standards, and what doctrinal implications does such alignment or divergence carry for the validity and enforceability of *ijarah bi al-amal* contracts in present-day practice?

RESEARCH MOTHOD

This study employs a qualitative approach through library research (*al-bahth al-maktabi*), positioning classical juristic texts, contemporary Islamic legal scholarship, and peer-reviewed academic literature as its primary data sources. The research type is descriptive-analytical, wherein the normative construction of *ujrah* within *ijarah bi al-amal* according to Shafi'i jurisprudence is first described systematically, then subjected to analytical interpretation in light of contemporary applications (Creswell & Creswell, 2023). Data collection is conducted through documentary techniques, gathering primary sources from authoritative Shafi'i classical texts, including *al-Umm*, *al-Majmu'*, and *Minhaj al-Talibin*, alongside secondary sources comprising academic journal articles and legal-juristic commentaries directly relevant to *ijarah bi al-amal* and *ujrah* discourse (Zed, 2024).

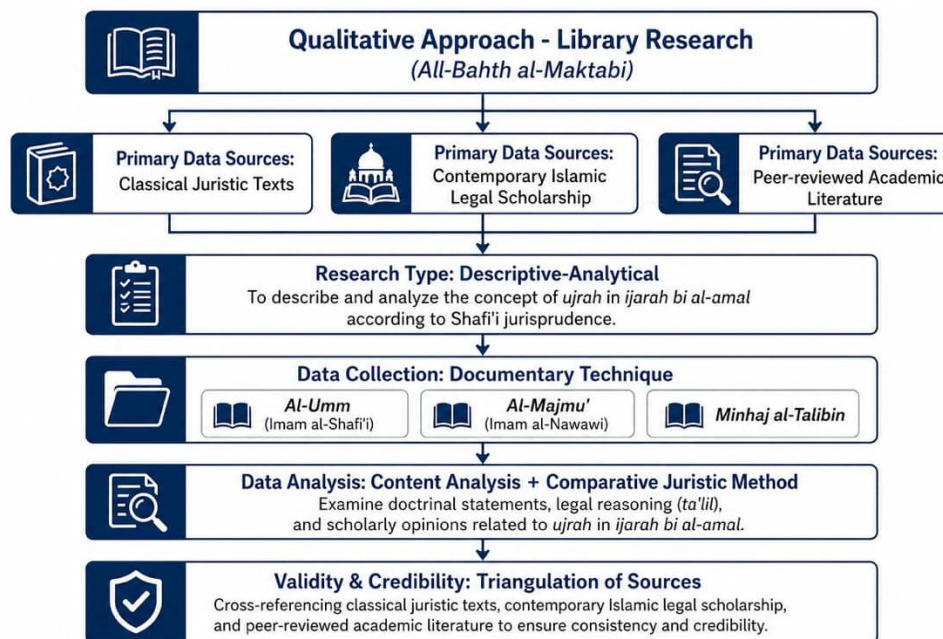


Figure 1. Research Methodology Framework

Data analysis applies content analysis combined with a comparative juristic method, systematically examining doctrinal statements, legal reasoning (*ta'liil*), and scholarly opinions to identify normative patterns, internal consistencies, and points of juristic contestation surrounding *ujrah* determination in labor-based *ijarah* contracts (Bogdan & Biklen, 2023). To ensure validity and credibility of findings, this study employs triangulation of sources, cross-referencing classical Shafi'i texts with contemporary juristic interpretations and empirical scholarly findings, alongside persistent observation of textual nuances across multiple authoritative references (Lincoln & Guba, 2024).

RESULT AND DISCUSSION

RESULT

The Normative Construction of *Ujrah* in *Ijarah Bi Al-Amal* According to Shafi'i Jurisprudence

The Shafi'i school constructs *ujrah* within *ijarah bi al-amal* upon a highly structured doctrinal foundation that reflects its characteristic emphasis on legal precision, contractual clarity, and bilateral protection from ambiguity. Within this framework, *ijarah bi al-amal* operates as a binding bilateral contract (*'aqd lazim min al-tarafayn*) in which the *ajir*, whether *ajir khas* (individual worker) or *ajir mushtarak* (general service provider), transfers the usufruct of labor to the *musta'jir* in exchange for a predetermined wage. The *ujrah* carries the status of a contractual right (*haqq maliy*) that becomes legally due upon valid contract formation and completion of the agreed service.

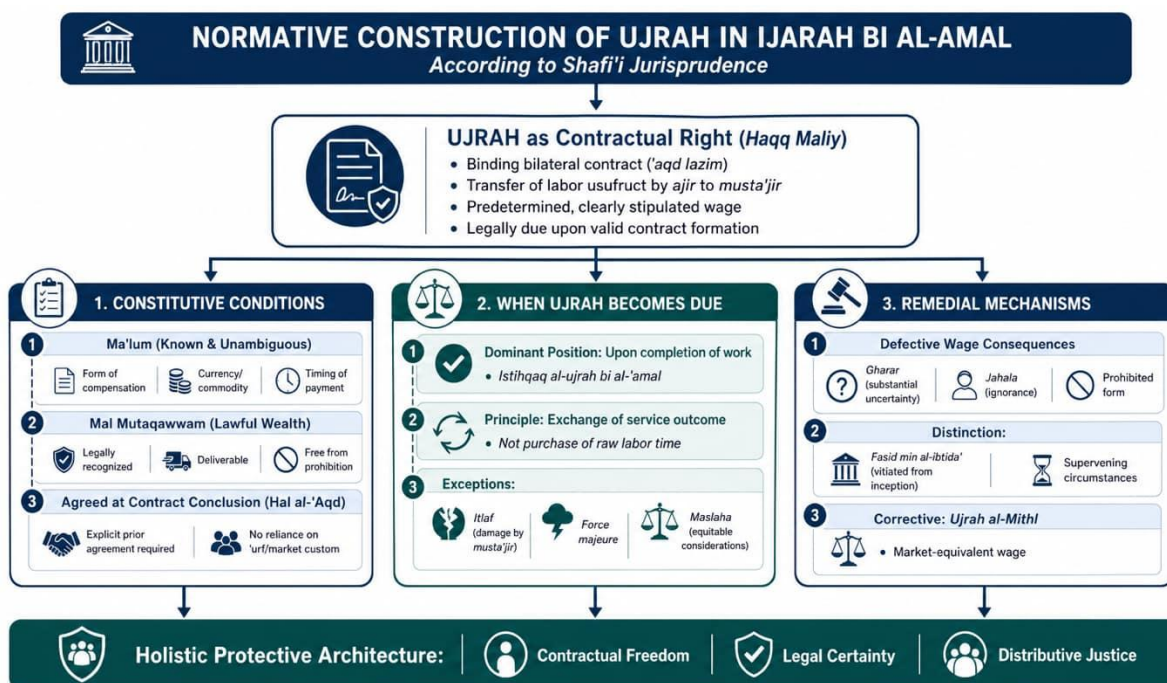


Figure 2. The Normative Construction of *Ujrah* in *Ijarah Bi Al-Amal* According

Three constitutive conditions govern valid *ujrah*. First, *ujrah* must be *ma'lum*, fully known and unambiguous to both parties at contract formation, encompassing clarity of form, currency, and payment timing. Al-Nawawi in *al-Majmu'* explicitly holds that *ujrah* tainted by *jahala* invalidates the contract, as the absence of wage clarity removes the essential countervalue (*'iwad*) that legitimizes the exchange, consistent with the Shafi'i prohibition of *gharar fahish* as a categorical vitiating factor. Second, *ujrah* must constitute *mal mutaqawwam*, lawful, legally recognized, and deliverable wealth. The school recognizes both *ujrah mu'ajjala* (immediate) and *ujrah mu'ajjala* (deferred), provided the deferment period is clearly stipulated. Third, and here Shafi'i doctrine diverges most sharply from other schools, *ujrah* must be explicitly agreed upon at the moment of contract conclusion (*hal al-'aqd*), not left to future determination or market inference.

This comparative picture reveals that the Shafi'i school occupies the most restrictive position on wage specification, a stance that, while doctrinally rigorous, raises practical questions about its operability in informal labor markets where the Hanafi and Maliki positions have historically proven more adaptive.

Beyond constitutive conditions, the school develops the principle of *istihqaq al-ujrah bi al-'amal*: wage entitlement accrues upon completion of the contracted work, not mere commencement. An *ajir* who fails to complete the agreed task is not entitled to a proportional wage unless the contract explicitly provides for it, or unless the failure is attributable to the *musta'jir*. This reflects the Shafi'i transactional logic that *ijarah bi al-amal* is an exchange of a specific service outcome rather than a purchase of raw labor time, a conceptually significant distinction from wage employment models in contemporary labor law. Exceptions are recognized in cases of *itlaf* (damage caused by the *musta'jir*) or force majeure, where *maslaha* may support partial entitlement.

Where *ujrah* is found defective, through *gharar*, *jahala*, or prohibited form, the school's response is not automatic nullification. Jurists distinguish between irregularities that vitiate from inception (*fasid min al-ibtida'*) and supervening defects, deploying *ujrah al-mithl* (market-equivalent wage) as a corrective mechanism that preserves the transactional relationship while restoring doctrinal compliance. This embedded corrective architecture is the school's

most practically significant contribution: it reveals that Shafi'i *ujrah* doctrine functions not merely as a system of prohibitions, but as a holistic protective framework balancing contractual freedom, legal certainty, and distributive justice.

Contemporary Applications of *Ujrah* in Labor-Based Service Transactions and Their Alignment with Shafi'i Normative Standards

When Shafi'i *ujrah* doctrine is brought into contact with contemporary labor-based service transactions, the picture that emerges is neither simple conformity nor straightforward deviation, but a layered process of partial alignment, selective adaptation, and unresolved normative tension, each dimension carrying distinct juristic implications.

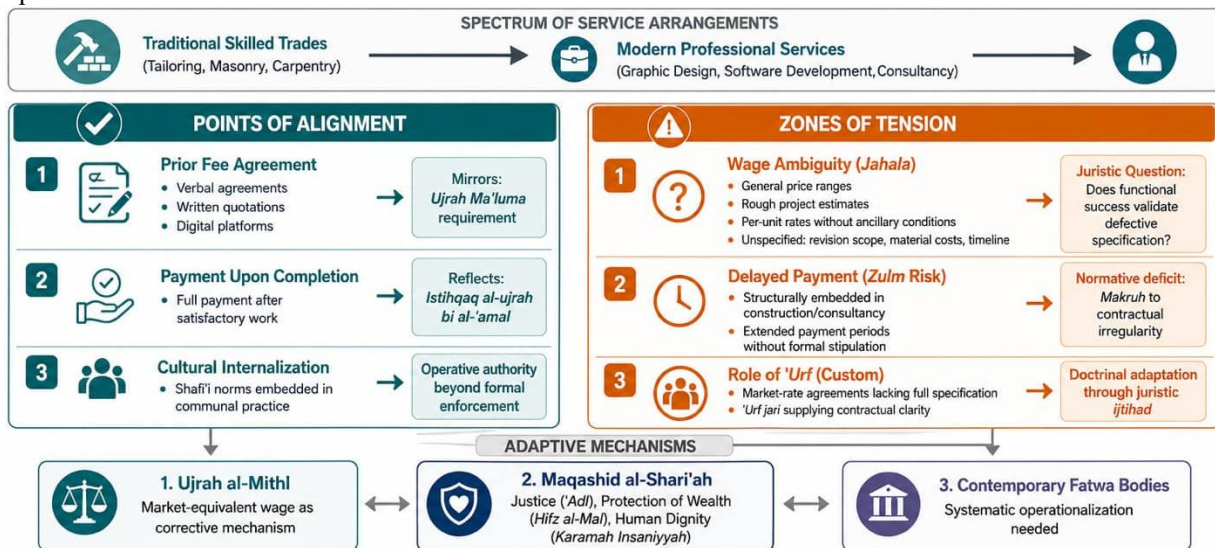


Figure 3. Contemporary Applications of *Ujrah* in Labor-Based Service Transactions and Their Alignment

At the level of structural alignment, contemporary practice in Muslim-majority communities demonstrates genuine, if often implicit, adherence to core Shafi'i principles. Pre-commencement fee agreements, whether verbal, written, or via digital platforms, mirror the *ujrah ma'luma* requirement. The expectation of full payment upon satisfactory completion reflects *istihqaq al-ujrah bi al-'amal*, even among practitioners unaware of its juristic nomenclature. This suggests that Shafi'i contractual norms have been culturally internalized, achieving a form of operative authority that transcends formal institutional enforcement.

However, three critical departures from Shafi'i standards warrant analytical attention. The first concerns wage ambiguity through incomplete specification. Practitioners frequently agree on price ranges or rough estimates without specifying revision scope, material costs, or timeline adjustments. Under Shafi'i doctrine, such partial ambiguity may constitute *jahala* sufficient to render *ujrah* defective. Yet these arrangements routinely complete without contestation, raising the unresolved juristic question of whether functional transactional success retroactively validates a doctrinally imperfect specification. This is a question classical texts do not directly address and that contemporary Shafi'i scholarship has yet to resolve systematically.

The second departure concerns delayed wage disbursement, which is structurally normalized in construction, consultancy, and project-based work. Workers render completed services and await payment across extended periods without formal deferment stipulation. Viewed through the Shafi'i lens, this risks constituting *zulm* (injustice) against the *ajir*. Critically, this is not merely a juristic irregularity, it represents a failure of Islamic labor ethics at the systemic

level, one that informal market culture has normalized but that *maqashid al-shari'ah* imperatives of *'adl* and *hifz al-mal* directly prohibit.

The third area concerns the mediating role of *'urf jari* (prevailing commercial custom), which contemporary Shafi'i scholars have increasingly invoked to validate market-rate agreements lacking full prior specification. While the Shafi'i school admits *'urf* only as a secondary interpretive instrument, unlike the Hanafi school, which treats it as primary, this adaptive invocation represents a meaningful juristic *ijtihad* that extends doctrinal reach without abandoning the foundational commitment to contractual transparency. It is, however, an adaptation whose boundaries remain insufficiently theorized and whose limits contemporary scholarship has yet to define with adequate precision.

Taken together, these findings reveal that the relationship between Shafi'i *ujrah* doctrine and contemporary *ijarah bi al-amal* practice is best characterized as one of partial alignment with adaptive reinterpretation. The most consequential finding, however, is not doctrinal misalignment per se, but the systematic underutilization of *ujrah al-mithl* as a corrective instrument. Contemporary Islamic legal institutions, *fatwa* bodies, Islamic arbitration tribunals, and Shari'ah supervisory boards, have largely failed to operationalize this built-in mechanism, leaving informal workers without a juristically grounded remedy for wage irregularity. This gap between doctrinal resource and institutional practice carries direct implications for Islamic labor regulation, *fatwa* policy, and the construction of equitable wage standards within Muslim-majority labor markets.

This analysis also advances a specific theoretical contribution: it reframes Shafi'i *ujrah* doctrine not as a static validity checklist but as a dynamic normative system with embedded adaptive capacity. The recognition that *'urf jari* and *ujrah al-mithl* together constitute a two-tier adaptive mechanism within the Shafi'i framework offers a theoretically novel lens for understanding how classical jurisprudence can govern, rather than merely evaluate, contemporary informal labor markets. This reframing, which prior scholarship focused on doctrinal description has not fully articulated, represents the study's most original theoretical contribution and its most direct point of engagement with SDG 8 and SDG 1 objectives.

DISCUSSION

The Normative Construction of *Ujrah* in *Ijarah Bi Al-Amal* According to Shafi'i Jurisprudence

The findings of this study regarding the normative construction of *ujrah* within *ijarah bi al-amal* according to Shafi'i jurisprudence demonstrate a substantive alignment with, while simultaneously extending beyond, the theoretical propositions advanced in existing scholarship. Al-Zuhayli (2023) asserts that the validity of *ujrah* is contingent upon its being clearly stipulated, free from ambiguity, and agreed upon at contract formation, a position that this study confirms as foundational within the Shafi'i doctrinal architecture.

However, the present research finds that the Shafi'i construction of *ujrah* does not merely reiterate this condition as a formal requirement; rather, it embeds it within a broader protective juristic logic that distinguishes between *ajir khass* and *ajir mushtarak*, assigns differential wage entitlement based on contractual structure, and deploys the corrective instrument of *ujrah al-mithl* as an internal remedial mechanism when the original wage specification is found doctrinally defective.

Contemporary Applications of *Ujrah* and Their Alignment with Shafi'i Normative Standards

The discussion of contemporary *ujrah* applications in relation to Shafi'i normative standards yields findings that are both theoretically significant and practically consequential, engaging directly with the theoretical framework established in the preliminary study. Hasan & Abdullah (2023) theorize that even minor deviations from Shafi'i stipulations, including ambiguity in task scope or delayed wage disbursement, render the contract legally defective, a proposition that this study finds to be theoretically sound but empirically incomplete.

The research reveals that while such deviations are indeed widespread in contemporary *ijarah bi al-amal* practice, they do not invariably produce contractual failure or dispute; instead, they are routinely mediated through the invocation of *'urf jari*, prevailing commercial custom, which contemporary Shafi'i scholars have increasingly

recognized as a legitimate secondary interpretive instrument capable of supplying the contractual clarity that explicit stipulation would otherwise require.

CONCLUSION

This study concludes that Shafi'i jurisprudence constructs *ujrah* within *ijarah bi al-amal* as a dynamic protective normative system, grounded in *ma'lum*, prohibition of *gharar*, and *istihqaq al-ujrah bi al-'amal*, with *ujrah al-mithl* functioning as a built-in corrective mechanism that safeguards workers from wage deprivation even where original contractual specification is defective. Contemporary *ujrah* applications exhibit partial doctrinal alignment, mediated through *'urf jari* and cultural internalization of Shafi'i norms, enabling transactional success without formal institutional oversight. These findings reframe Shafi'i *ujrah* doctrine not as a static validity checklist but as a dynamic normative system with embedded adaptive capacity, and carry direct implications for SDG 8 (Decent Work) and SDG 1 (poverty reduction) through the operationalization of *ujrah al-mithl* in Islamic labor regulation, *fatwa* policy, and equitable wage standards within Muslim-majority labor markets.

This study is limited by its reliance on classical Shafi'i texts and contemporary secondary literature, without primary empirical data from practitioners in the field. The findings therefore reflect a doctrinal-analytical perspective that, while rigorous, cannot fully account for the diversity of informal *ujrah* practices across different Muslim-majority contexts. Future research is recommended to conduct empirical field studies examining how *ujrah al-mithl* is, or could be, operationalized in practice, and to explore comparative juristic frameworks across the Hanafi and Maliki schools as a basis for developing a more integrative Islamic labor standards model.

REFERENCES

- Arifin, R., Syaputra, A. D., Triyanto, A., Muharir, M., Saifudin, A., Samawi, M. W., & Yudha, A. T. R. C. (2025). Wage sale and purchase practices among agricultural workers in Curup, Bengkulu: A maqasid of shariah perspective on economic justice and wealth protection. *Journal of Islamic Economics Lariba*, 11(1), 357–380. <https://doi.org/10.20885/jielariba.vol11.iss1.art14>
- Al-Nawawi, Y. ibn S. (1992). *Minhaj al-talibin wa 'umdat al-muftin*. Dar al-Fikr.
- Al-Nawawi, Y. ibn S. (2015). *Al-majmu' syarh al-muhadzdzab* (Vol. 15). Dar al-Fikr.
- Al-Syafi'i, M. ibn I. (2001). *Al-umm* (Vol. 4). Dar al-Kutub al-Ilmiyyah.
- Al-Zuhayli, W. (2020). *Al-fiqh al-islami wa adillatuhu* (Vol. 5). Dar al-Fikr.
- Asza, A. H., & Abdullah, A. (2026). Analysis of addendum contracts on settlement construction of WTP construction project in Aceh Tengah, according to the concept of *ijarah 'ala al-amal*. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah*, 7(1). <https://doi.org/10.22373/al-mudharabah.v7i1.9691>
- Bogdan, R., & Biklen, S. K. (2023). *Qualitative research for education: An introduction to theories and methods* (6th ed.). Pearson Education.
- Creswell, J. W., & Creswell, J. D. (2023). *Research design: Qualitative, quantitative, and mixed methods approaches* (5th ed.). SAGE Publications.
- Diningsih. (2025). Gharar problems in the Majek tradition: Juridical analysis of farm workers' wages from the perspective of sharia economic law. *Jurnal AL-MAQASID: Jurnal Ilmu Kesyariahan dan Keperdataan*, 11(2). <https://doi.org/10.24952/almaqasid.v11i2.16244>
- Friatna, I., Jalilah, & Guna, T. M. R. (2023). Occupational risk liability in firefighting employees in the perspective of *ijarah 'ala al-amal* contract. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah*, 4(2), 181–197. <https://doi.org/10.22373/al-mudharabah.v4i2>
- Ghifary, F., & Syuib, M. (2026). Default on debt collector service rewards in *ijarah 'ala al-'amal* contract: Analysis of decision number 324/Pdt.G/2024/MS. Bna. *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah*, 7(1). <https://doi.org/10.22373/al-mudharabah.v7i1.9641>
- Herawan, F. E. (2024). Understanding the concept of al-*ijarah* in sharia economics. *Rihlah Iqtishad: Jurnal Bisnis dan Keuangan Islam*, 1(1), 7–12. <https://doi.org/10.61166/rihlah.v1i1.2>

- Ichsanur Rizqi, Hanafir Rifqi, L., & Tajrid, A. (2026). A professional service contract without early ujarah: Fasid ijarah and ujrât al-mitsl. *Al-Amwal: Journal of Islamic Economic Law*, 11(1), 90–110. <https://doi.org/10.24256/alw.v11i1.8932>
- Lincoln, Y. S., & Guba, E. G. (2024). *Naturalistic inquiry* (2nd ed.). SAGE Publications.
- Muharrir, M., Hanafi, S. M., & Soehadha, M. (2025). Reciprocity and the values of maqasid sharia among Muslim transmigrant farmers from Java in strengthening agricultural economics. *Journal of Islamic Economics Lariba*, 11(2), 879–912. <https://doi.org/10.20885/jielariba.vol11.iss2.art9>
- Muhit, M., Al-Hakim, S., & Setiawan, I. (2024). Flexibility of al-ijarah contract perspective of Islamic economic law. *Al-Afkar: Journal for Islamic Studies*, 7(1), 762–787. <https://doi.org/10.31943/afkarjournal.v7i1.888>
- Primadhany, E. F., Suttikornpadee, T., Maimunah, & Amin, M. (2025). Sharia-based digital economic policies: A maqasid shariah approach to achieving sustainable development. *Tribakti: Jurnal Pemikiran Keislaman*, 36(1), 25–42. <https://doi.org/10.33367/tribakti.v36i1.5485>
- Yarli, D., Al-Hakim, S., & Setiawan, I. (2024). Measuring the validity of gharar from an Islamic legal perspective: Comparative study of gharar according to the fuqaha. *Al-Afkar: Journal for Islamic Studies*, 7(3), 1527–1537. <https://doi.org/10.31943/afkarjournal.v7i3.1065>
- Zed, M. (2024). *Metode penelitian kepustakaan* (4th ed.). Yayasan Pustaka Obor Indonesia.