



The Integrity of Legal Principles and Sharia Values in Designing Goods Deposit Contracts from an Indonesian Legal Perspective

Muhammad Ikhlas Bin Rosele Lubis¹, Faza Aulia Syahreini², Muhammad Bagus Anshary Sinanga³, Bunga Putri Ayu Nasution⁴, Nadra Putri Syakillah⁵

¹University Malaya, Kuala Lumpur Malaysia

^{2,3,4,5}State Islamic University of North Sumatra

E-mail: ikhlas@um.edu.my fazaauliasyahveini@gmail.com muhammadbagusansharysinaga@gmail.com
bungaputriayunasution12@gmail.com putrinadra95@gmail.com

Info Articles	Abstract
<p>Article History Received: 2025-09-03 Revised: 2025-09-16 Published: 2025-09-30</p> <p>Keywords: <i>Custody of goods; civil law; sharia law; Indonesian law</i></p>	<p>The design of a goods custody contract is an important aspect of civil and sharia law, which encompasses the principle of integrity in legal relations in Indonesia. This study analyzes how goods custody contracts can be structured to not only comply with civil law provisions but also align with sharia values. By considering the principles of fairness, clarity, and mutual benefit, an ideal contract design is expected to overcome potential conflicts between the two legal systems. Through normative research methods and comparative analysis, it is explained that integrating civil and sharia law in goods custody contracts can increase trust between the parties involved, create transparency in transactions, and encourage sustainable economic growth in accordance with sharia principles. This research is expected to contribute to the formation of a more comprehensive regulatory framework in the context of the sharia economy in Indonesia.</p>

I. INTRODUCTION

The integrity of legal principles and Sharia values is a crucial element in designing goods custody contracts in Indonesia. Goods custody contracts, known as "wa'd" in Sharia, must not only be legal but also align with the moral values held by society. The legal principles governing contracts in Indonesia are based on the Civil Code (KUH Perdata) and Regulation No. 11 of 2008 concerning Electronic Information and Transactions. Furthermore, Sharia values contribute to fairness and transparency in transactions. For example, Sharia places a strong emphasis on honesty and responsibility, which should also be adhered to when drafting goods custody contracts. The law of obligations or agreements is a branch of legal study that is constantly evolving and aligned with social progress. The growth and development of contract law is driven by the rapid changes in communication and agreements among citizens. A well-designed goods custody contract must reflect integrity by incorporating all legal and Sharia aspects. The contract must clearly define the rights and obligations of the parties involved,

as well as the dispute resolution mechanism in the event of a dispute. In this context, accountability mandated by Sharia will increase trust between contracting parties and ensure that every transaction is conducted fairly. In its implementation, lawyers or legal practitioners must ensure that the contents of the contract are not only legally valid but also align with Sharia principles. Thus, integrity in drafting a custody contract will align with applicable Indonesian law while fulfilling social expectations based on community moral values (Mufid, 2023).

II. RESEARCH METHODS

The research method used is a qualitative approach to deeply understand the integration of legal principles and Sharia values in goods consignment contracts. This study examines various legal sources, books, articles, and journals related to contract law, Sharia law, and goods consignment practices. It also uses descriptive and comparative analysis to interpret the obtained data and compare it with positive legal principles and Sharia values in the context of goods consignment contracts.

III. RESULTS AND DISCUSSION

A. The Integrity of Legal Principles and Sharia Values in Designing Goods Deposit Contracts from an Indonesian Legal Perspective

A contract, often known as an agreement, is a legal matter in which a person binds themselves with a promise to another party, or two parties who have committed to act or ignore the substance. Usually, if a party states their ability to a third party, this agreement is an agreement defined as a unilateral agreement in which only one party is obliged to provide something to the other party, while the party receiving the delivery does not provide anything in return (counter-performance) for something received. Meanwhile, if two people agree to each other, it means that each party has the same right to receive what has been agreed upon by the other party. This means that each party is burdened with obligations and given rights as agreed (Ahmad, 2014).

The development of contract law is essential and significant to create an active, appropriate social structure that guarantees legal certainty for citizens. Regulatory certainty is crucial to ensure that nothing hinders national financial growth based on Pancasila and the 1945 Constitution and is in line with Indonesia's stated goal of "realizing social justice and advancing general welfare." Contractual principles, also known as fair and harmonious agreements, are considered essential for the expansion of contemporary domestic law. Furthermore, regulations must be able to adapt to the diverse demands and escalations that occur around citizens. Therefore, law has a strategic role and function as an agent of social change for citizens. Similarly, the presence of contractual rules, which are part of the private legal system in the archipelago, is in the context of the advancement of economic principles in the country (Santoso, 2019).

According to the Indonesian Standard Glossary, a contract means something like "a written or verbal agreement made by two or more parties, each of whom agrees to comply with what is stated in the agreement" (DPN, 2005). The Legal Glossary explains that an agreement is "an agreement made by two or more parties, written or verbal, each of whom agrees to comply with the contents of the agreement that has been made together" (Sudarsono, 2007).

Linguistically, an agreement in Arabic can be known as akad, iltizam, which means contract, agreement, or consent. This means a type of treatment in which one or more individuals bind themselves to one or more other people (Chairuman, 2004). Various terms for engagement, such as obligation (Latin), obligation (French; English), can be defined as a commitment or legal bond (Ridwan, 2014).

In the Indonesian archipelago, the term "agreement" is usually used as an equivalent of the Dutch term "verbintenis" and "agreement" as an equivalent of "overeenkomst." Some use the term "agreement" as an equivalent of "verbintenis," while "overeenkomst" is used for the word "agreement" (Faizin, 2020).

From this explanation, it can be concluded that it is within the capacity of an individual to do or ignore something, without being associated with being the target of another party's desires. A vow is only required for individuals involved, as stated in the Qur'an, Surah Ali-Imran, verse 76 (Fatturhaman, 2001).

According to Sharia financial regulations (KHES), a promise can be interpreted as an agreement between two or more individuals to carry out and ignore certain rules. Furthermore, Sharia jurists argue that the definition of a contract is a relationship within a contract permitted by sharia that results in regulatory consequences for its object (Gemala, 2005). Based on the explanation

M. Tahir Azhari, the rules of sharia contracts are a set of regulations originating from the Al-Kitab, As-sunnah (al-Hadist), ar-Ra'yu (Ijtihad) which regulate matters relating to the relationship between two or more individuals regarding an item which is permitted to be the object of a negotiation.

Egyptian thinker Subhi Mahmasaniy defined a contract as an agreement arising from the acceptance and acceptance of a contract, with the legal consequences that arise from it. Islamic law does not provide a clear distinction between a contract and an agreement, but rather recognizes it as an akad (Mahmasaniy, 1948).

This definition of akad is similar to Van Dunne's opinion regarding the scope of contract law. The link between contract law and Sharia law lies in the principles that govern it. The study of regulations related to Sharia contract law is based on rules derived from Islamic legal sources (Ardi, 2016).

In civil law, scholars define the concept of an agreement in various ways. Djumadi states that an agreement is a situation in which an individual agrees with another party, or in which two or more parties agree to carry out something (Djumadi, 2004).

In addition, R. Subekti also emphasized that "An agreement is an event in which one person promises to another person or two people promise each other to carry out something" (Syahmin, 2006). Based on the opinion of the legal glossary often used in the United States, a contract is defined as an agreement between two or more individuals that establishes an obligation to do or ignore something specific (a contract is an agreement between two or more persons which creates an obligation to do or not to do a peculiar thing). There are three elements of an agreement, namely: (Henry, 1979)

1. The existence of an agreement regarding the facts between two people (the fact between the parties);
2. The agreement has been drafted and recorded (the agreement is written), and;

3. The existence of two individuals who have the right and obligation to draw up written contracts and agreements.

Based on the meaning and elements contained in the agreement, regarding the definition of an agreement, there are those who discuss the same meaning as an agreement (overeekomst), apart from that there are those who think that a contract is an agreement expressed in a written document or agreement or letter. In short, a contract is a contract that is recorded in the form of a document.

Thus, the term "agreement" has a more limited connotation, specifically limited to recorded agreements and even more specifically referring to the drafting of a deed. The term "consent" is sometimes used as an equivalent to the phrase "agreement." However, some argue that the term "consent" refers more to the process of creating an agreement, while the term "agreement" refers more to the result of that process.

In every agreement, whether it is an agreement stated in the Civil Code or an agreement that lives and grows in the lives of citizens, it is certainly mandatory to see the principles in preparing the agreement. The principles of contract design are the basis or principles that must be considered in designing an agreement. Erman Ragugu stated that there are ten basic principles that must be considered in contracts that are often used in our country, namely: Use of phrases, Principle of freedom of agreement, Principle of negotiation and ratification, Good faith, Risk transfer, Compensation, Emergency situations, Basis for separation, Alternative regulations, and Conflict resolution (Eman, 1994).

Furthermore, Peter Mahmud argues that there are two principles that must be considered in drafting an agreement: party autonomy, or beginselen der contractsvrijheid, and party autonomy, which is individuals without any binding freedom to promise anything they hope for, as long as it

does not conflict with the rules, public order, and morality. Differences in regulatory systems will certainly lead to differences in the principles and validity of a legal act. These differences are listed in the following table.

Aspect	Sharia Contract Law	Civil Contract Law
Principle	The Principle of Mabda Al Ibahah	The principle of consensualism, Article 1320 (1) of the Civil Code (KUHPperdata)
Principle	Principles of Mabda Hurriyah At Ta'aqud	The principle of freedom of contract
Principle	The Principle of the Ridhaiyyah	Pacta Sunt Servanda Article 1338 (1) of the Civil Code
Principle	The Principle of Tawazun fil Muawdhah	Principle of Balance
Subject	Must be Mukallaf (burdened with obligations) and does not require gender	Must be classified as an adult (21 years old according to the Civil Code), not under guardianship (including bankruptcy), and a woman who is a wife (removed by the Supreme Court Circular or SEMA 1/1963)
Subject	It is legal if it does not conflict with the Shari'a	Legal if it does not conflict with the law
Condition	It is not permissible (the increase contains usury), ghoror (elements of fraud), and maisyir (gambling)	Only regulates a little bit about ghoror, namely including bedrog
Source	Al Quran, Sunnah, and Ijma'	Civil Code and other laws

Islamic contract law is a contractual principle that is subject to Islamic law. This adherence affects the principles, pillars, and conditions required to execute a Sharia contract. However, there are also similarities with civil contract law in several respects, such as freedom of contract, capacity, and other aspects. Therefore, it is important to understand Sharia contract law better (Mubarok, 2021).

B. Implementation of Sharia Values in Goods Deposit Contracts and Legal Protection for Individuals Involved

The Sharia concept of safekeeping, or wadi'ah, emphasizes the principles of fairness and transparency. In wadi'ah, entrusted items must be safeguarded and returned at any time by the entrusted party. The depositor and recipient must reach a clear agreement regarding their respective responsibilities and rights. This practice also prohibits profit-making without the owner's permission, emphasizing honesty in transactions. Thus, wadi'ah creates an environment of mutual trust and support in Islamic transactions.

Sharia contract law is contract law that is subject to Islamic law. This adherence has consequences for the principles, pillars, and conditions required to execute a Sharia contract.

In commerce, the term (wasiat) is found, which is a mandate whose law is sunnah for the party receiving the mandate and for the party capable of carrying out the trust. The party entrusted has no obligation to bear responsibility for damage to the entrusted object except due to negligence. The words (claims) of individuals submitted regarding the development of entrusted goods to the depositor can be accepted. In another book, it is explained that Al-Wadi'ah can be defined as a pure mandate from one individual to another party, either an individual or a legal entity that must maintain and return it at any time if the depositor wishes.

In the Islamic Economic Principles Regulation (KHES), the mandate has been included in Chapter XV (Articles 409-429). Based on Law No. 7 of 1989, concerning religious courts as has been replaced by Law No. 4 of 2004 concerning judicial power, and Law No. 14 of 1989, as has been replaced by Regulation No. 5 of 2004 concerning the Supreme Court, the Chief Justice of the Supreme Court of the Republic of Indonesia No: KMA/097/SK/X/2006 on October 20, 2006 concerning the selection of a drafting team for Islamic financial principles. The Chief Justice of the Supreme Court of the Republic of Indonesia then determined the regulation of the Supreme Court of the Archipelago No. 02 of 2008 dated September 10, 2008 concerning the compilation of Islamic economic law. Judging from what is contained in the KHES above, of the 796 articles, a number of 653 articles (80%) are related to contracts. The issue of wadiah has been included in the compilation of Islamic financial regulations, chapter XV, articles 490-429 (revised edition). The concept of wadiah is one of the important things in Islamic financial transactions from the perspective of sharia financial law. The concept of wadi'ah according to HES has the principle of trust and trustworthiness between the party who entrusts (wadi') and the party who receives the entrustment (mustawdi").

The party entrusted with the asset is obligated to safeguard the asset properly and is not permitted to use the asset for their own benefit or personal gain without permission. Furthermore, from a wadi'ah perspective, it is prohibited to derive benefits without the wadi's permission.

IV. CONCLUSION AND SUGGESTIONS

A. Conclusion

A contract or agreement is a legal matter in which one person commits to another person or two parties who have mutually agreed to do or ignore something. In the Complication of Sharia Economic Norms (KHES), a contract

can be referred to as a commitment between two or more parties involved to carry out or not carry out certain legal actions. In a goods deposit contract, it is mandatory to combine civil law and sharia principles to achieve justice and transparency. This study analyzes how goods deposit contracts can be formed to comply with civil law provisions and sharia values. The results show that the integrity of sharia civil law can increase trust, transparency, and sustainable economic growth.

B. Suggestions

To enhance the integrity of legal principles and Sharia values in the design of goods deposit contracts within the Indonesian legal framework, several strategic measures are recommended:

1. **Development of Sharia-Compliant Contract Standards:** It is essential to establish standardized guidelines for drafting goods deposit contracts that align with Sharia principles. This can be achieved by involving experts in Islamic law, legal practitioners, and relevant institutions to ensure that the contracts adhere to Sharia requirements and provide adequate legal protection for all parties involved.
2. **Legal Education and Public Awareness:** Increasing public understanding of the importance of integrating Sharia values into legal contracts is crucial. Educational programs and public awareness campaigns can be conducted through seminars, workshops, and media outlets to inform stakeholders about the benefits and necessity of Sharia-compliant contracts.
3. **Strengthening Legal Enforcement Mechanisms:** It is important to reinforce the role of regulatory bodies and law enforcement agencies in ensuring that goods deposit contracts comply with Sharia principles. This includes monitoring existing contracts, providing

guidance to businesses, and imposing sanctions for non-compliance to uphold legal integrity.

4. Inter-Institutional Collaboration: Encouraging collaboration between government agencies, Sharia financial institutions, and civil society organizations can facilitate the development and implementation of Sharia-compliant contracts. Joint efforts can lead to the creation of policies, training programs, and support systems that promote the adoption of Sharia principles in legal agreements.
5. Utilization of Technological Advancements: Leveraging technology can improve the efficiency and transparency of goods deposit contracts. The adoption of digital platforms and smart contract technologies can streamline contract processes, enhance security, and ensure compliance with Sharia principles.

By implementing these recommendations, it is anticipated that goods deposit contracts in Indonesia will better reflect the integration of legal principles and Sharia values, thereby fostering a more just and ethical legal environment.

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