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IMPLEMENTATION OF LA DARAR WA LA DIRAR RULES IN THE SYIRKAH MUDHARABAH CONTRACT (CASE STUDY OF KAMPOENG KULINER MAKASSAR)

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Abstract

The purpose of this research is to analyze the application of the La Darar Wa La Dirar principle in the syirkah mudharabah contract at Kampoeng Culinary Makassar. This research uses a qualitative approach with normative / shar'i, phenomenological, and sociological methods. Informants include managers, employees, and investors of Kampoeng Culinary Makassar, as well as customers, business experts, and muamalah. Data collection techniques were conducted through observation, interviews, and documentation, while data analysis included data reduction, data presentation, and conclusion drawing. The results showed that: (1) The contract implementation mechanism at Kampoeng Culinary Makassar is good, although there are still obstacles that need to be improved to prevent darar between the manager and Sohibul Māl. The process includes four stages: written agreement, fund collection, profit sharing, and contract dissolution. (2) Management efforts in applying the principle of Lā Darār Wa Lā Dirār include the presentation of business proposals, profit and loss projections, cooperation MoUs, the use of cloud-based cashier technology, monthly financial reports, and evaluation meetings with investors. (3) The obstacles faced include the large number of investors, miscommunication in understanding the contract and profit sharing, investors' lack of understanding of financial statements, and unpreparedness to accept the risk of loss. The solutions implemented are consultation, socialization, education, and provision of information to related parties.

Keywords: Shirkah, Mudharabah, Kampoeng Culinary Makassar

Abstrak

Tujuan dari penelitian ini adalah untuk menganalisis penerapan prinsip La Darar Wa La Diar pada akad syirkah mudharabah di Kampoeng Kuliner Makassar. Penelitian ini menggunakan pendekatan kualitatif dengan metode normatif/syar'i, fenomenologis, dan sosiologis. Informan penelitian ini adalah manajer, karyawan, investor Kampoeng Kuliner Makassar, serta pelanggan, pakar bisnis dan muamalah. Teknik pengumpulan data dilakukan melalui observasi, wawancara, dan dokumentasi, sedangkan analisis data meliputi reduksi data, penyajian data, dan penarikan kesimpulan. Hasil penelitian menunjukkan bahwa: (1) Mekanisme pelaksanaan akad di Kampoeng Kuliner Makassar sudah baik, meskipun masih terdapat kendala yang perlu diperbaiki untuk mencegah terjadinya darar antara pengelola dan Sohibul Māl. Prosesnya meliputi empat tahap

yaitu perjanjian tertulis, pengumpulan dana, pembagian keuntungan, dan pembubaran kontrak. (2) Upaya pengelola dalam menerapkan prinsip *Lā Darār Wa Lā Dirār* antara lain dengan presentasi proposal usaha, proyeksi laba rugi, MoU kerja sama, penggunaan teknologi kasir berbasis cloud, laporan keuangan bulanan, dan rapat evaluasi dengan investor. (3) Kendala yang dihadapi antara lain jumlah investor yang banyak, miskomunikasi dalam memahami akad dan bagi hasil, ketidakpahaman investor terhadap laporan keuangan, dan ketidaksiapan menerima risiko kerugian. Solusi yang dilakukan adalah konsultasi, sosialisasi, edukasi, dan pemberian informasi kepada pihak-pihak terkait.

Kata kunci: Syirkah, Mudharabah, Kampoeng Kuliner Makassar

INTRODUCTION

One form of the glory of Islamic Sharia is its comprehensive scope, covering all aspects of human life without exception. Allah did not send down the Islamic sharia to the Prophet Muhammad (saw). Rather, it is a guideline and guidance for humans in living life, both in terms of worship and muamalah. Allah said Q.S al-Anbiya/21: 107. H 332

وَمَا أَرْسَلْنَاكَ إِلَّا رَحْمَةً لِّلْعَالَمِينَ

Translation:

We did not send you (Prophet Muhammad), except as a blessing for the whole world.

About this research, the above verse must be a belief for Muslims that Islamic sharia revealed to the Prophet Muhammad will always be a solution and guideline for Muslims in their various activities both technically and in principle.

However, even though this Shari'ah is believed to be a solution, not a few people, even Muslims themselves, still doubt it. Not because of their distrust of this show, but because this Sharia label is widely misused or not fully understood and practiced by people who use Sharia terms in their muamalah activities (Sakti dkk., 2024). One example is in business capital. Capital is an important part of supporting a business. However, even so, in Islamic principles and laws, certain rules govern how the mechanism of obtaining and utilizing them is.

Sabani, (2022) Explain in a Sharia cooperation contract, the entire process must be based on several principles that have been regulated in the Qur'an and the hadith of the Prophet (SAW), as well as moral principles and the basics of the applicable muamalah law. In a business cooperation bond that refers to the Islamic concept, several contract systems can be used, including the shirkah contract or more specifically the shirkah mudharabah contract. Namely, a contract where the basic concept is profit sharing between two parties, namely the financier and the manager. The analysis mechanism carried out to clarify how the process and implementation of the rules of *La Darar Wa La Dirar* in this contract will be carried out in one of the restaurants in Makassar that already has several branches using this contract, while the restaurant that is the subject of this research is Kampoeng Makassar culinary managed by Mr. Rusmin. The recitation of the hadith related to this research is the words of the Prophet (peace and blessings of Allaah be upon him),

لَا ضَرَرَ وَلَا ضِرَارَ

Meaning: Do not harm (yourself) and must not harm others)

Concerning this research, the above hadith will be used as a basis for knowing how the concept of a good and correct Sharia contract is, because if you look at some things that are prohibited in Islamic law, including the issue of muamalah, because it is not in line with the above hadith, in the sense that there is a danger caused when the muamalah is carried out without the basis of the above hadith, either individually or involving others. (Idris & Anita, 2020).

This research is also carried out to foster a deeper understanding among the public that the prohibitions in muamalah (Islamic transactions) are not arbitrary or without reason. Rather, they are rooted in divine wisdom and are designed to protect individuals and society from harm, injustice, and exploitation. When examined more closely, it becomes evident that these prohibitions are closely tied to acts of tyranny (*zulm*) and are deeply connected to the principles outlined in the Qur'an and the Hadith of the Prophet Muhammad (SAW) (Shaberi dkk., 2023). The prohibition of usury (*riba*), for instance, is not merely a restriction but a means to prevent economic exploitation and ensure fairness in financial transactions. Similarly, the prohibition of *gharar* (uncertainty or ambiguity) in contracts aims to eliminate deceit and ensure transparency and trust between parties. These prohibitions are not meant to restrict human freedom but to guide individuals toward ethical and just behavior in their economic activities. (Mamat, 2020).

The prohibition of usury, as mentioned in Surah Al-Baqarah (2:278-279), is a clear example of how Islamic law seeks to prevent economic injustice. Usury creates an unequal relationship between the lender and the borrower, often leading to the exploitation of the vulnerable. By prohibiting *riba*, Islam ensures that financial transactions are based on mutual benefit and shared risk, fostering a more equitable economic system. The Hadith of the Prophet Muhammad (SAW) further emphasizes this principle, as he condemned those who engage in usury and warned of its severe consequences in both this world and the hereafter. (Husain & Jalil, 2023). This prohibition is not merely a religious injunction but a practical measure to prevent economic oppression and promote social justice.

Similarly, the prohibition of *gharar* in business transactions is rooted in the principle of fairness and transparency. *Gharar* refers to uncertainty or ambiguity in a contract, which can lead to disputes and exploitation. For example, selling goods that are not clearly defined or whose delivery is uncertain is prohibited because it creates an unfair advantage for one party over the other. The Prophet Muhammad (SAW) explicitly prohibited transactions involving *gharar*, as recorded in various Hadith collections. This prohibition ensures that all parties involved in a transaction have a clear understanding of the terms and conditions, thereby reducing the risk of conflict and injustice. (Mohamad & Arizan, 2021).

Another example is the prohibition of monopolistic practices, which are considered a form of economic tyranny. Monopolies restrict competition, inflate prices, and exploit consumers, leading to economic inequality and social unrest. The Prophet Muhammad (peace be upon him) condemned hoarding and monopolistic practices, as they harm

society and disrupt the balance of the market. By prohibiting such practices, Islam promotes fair competition and ensures that resources are distributed equitably.

The principle of *Lā Darār Wa Lā Dirār* (no harm and no reciprocation of harm) further underscores the ethical foundation of Islamic muamalah. This principle, derived from the Hadith of the Prophet Muhammad (SAW), serves as a guiding rule in all transactions and interactions. It prohibits actions that cause harm to oneself or others and emphasizes the importance of preventing harm whenever possible. In the context of business, this principle ensures that all transactions are conducted in a manner that does not exploit or harm any party involved. (Siregar, 2024). For example, selling defective goods, misleading customers, or engaging in fraudulent practices are all prohibited because they cause harm and violate the principles of justice and fairness.

The prohibition of unethical business practices in Islam is not limited to specific actions but extends to the intentions and attitudes of individuals. The Prophet Muhammad (peace be upon him) emphasized the importance of honesty, integrity, and trustworthiness in all dealings. He said, "The truthful and trustworthy merchant will be with the prophets, the truthful, and the martyrs on the Day of Judgment" (Sunan al-Tirmidhi). This Hadith highlights the high moral standard expected of Muslims in their business dealings and reinforces the idea that ethical behavior is an integral part of faith.

Moreover, the prohibition of certain practices in muamalah is closely tied to the broader objectives of Islamic law (*maqasid al-shariah*), which include the preservation of faith, life, intellect, lineage, and property. By prohibiting actions that harm these fundamental aspects of human well-being, Islam ensures the protection of individual rights and the promotion of social welfare. For example, the prohibition of intoxicants and gambling is not only a religious injunction but also a means to protect the intellect and prevent the waste of resources. Similarly, the prohibition of exploitative business practices is aimed at preserving property rights and ensuring economic justice. In the context of modern business, these principles remain highly relevant. The prohibition of unethical practices such as insider trading, fraud, and exploitation aligns with the principles of corporate social responsibility and sustainable development. By adhering to Islamic ethical guidelines, businesses can build trust, foster long-term relationships, and contribute to the well-being of society. The emphasis on transparency, fairness, and mutual benefit in Islamic muamalah provides a robust framework for ethical business practices that can address the challenges of the contemporary global economy.

METHOD

This research is field research, which is a type of research that focuses on collecting data directly from predetermined informants. This field research is conducted by going to the research location to observe, record, and analyze various phenomena that occur in depth. The aim is to obtain a comprehensive picture of the situation, conditions, and dynamics that exist in the research environment, especially those related to the application of the *Lā Darār Wa Lā Dirār* principle in the syirkah mudharabah contract at Kampong Culinary Makassar. Methodologically, this research is included in the category of social research that uses a descriptive qualitative approach. The qualitative approach was chosen

because it can explore and understand the complexity of social phenomena in depth, especially those related to human interactions, values, and practices that occur in a particular context. The descriptive format is used to describe various conditions, situations, and social realities that are the object of research, to provide a complete and detailed picture of the phenomenon under study (Juniatmoko, 2019).

This research aims to analyze events, phenomena, and social symptoms that occur in community groups, especially in the context of the syirkah mudharabah business. By using a qualitative approach, researchers seek to understand the meanings, perceptions, and experiences of the parties involved, such as managers, employees, investors, and customers. In addition, this research also identified various factors that influence the success or failure of the implementation of the *Lā Darār Wa Lā Dirār* principle, including the obstacles faced and the efforts made to overcome them. Thus, this research focuses not only on the theoretical aspects but also on the real practices that occur in the field. This is expected to contribute to the development of science, especially in the field of muamalah and sharia business, as well as provide practical recommendations for business actors and related stakeholders.

RESULT AND DISCUSSION

Business principles in Islam are deeply rooted in the teachings of the Qur'an and the Sunnah of the Prophet, serving as the primary sources of guidance for ethical and lawful business practices. These principles emphasize fairness, transparency, and mutual benefit, ensuring that all business activities align with Islamic values. Yaksan Hamzah, in his book *Business Ethics*, outlines several ethical principles that must be upheld in business, including avoiding usury (riba), conducting business with honesty and trustworthiness (Amanah), fulfilling promises, and ensuring fairness in all transactions (Bakhtiar, 2024). The Qur'an explicitly prohibits usury in Surah Al-Baqarah (2:278), urging believers to fear Allah and abandon any remaining usury to avoid divine retribution. Additionally, business dealings must be based on mutual consent and free from deception, as highlighted in various Islamic teachings. Trustworthiness is another cornerstone of Islamic business ethics, as emphasized in Surah Al-Anfal (8:27), which warns against betraying the trust placed in individuals. Keeping promises is equally vital, as stated in Surah Al-Maidah (5:1), where believers are commanded to fulfill their covenants.

Fairness is a recurring theme in Islamic law, with Surah An-Nahl (16:90) commanding justice, kindness, and assistance to relatives while prohibiting wrongdoing and enmity. Furthermore, business transactions must avoid gharar (uncertainty or ambiguity), as explained by scholars like Muhammad bin Shalih al-Uthaymeen, who assert that transactions are permissible unless proven otherwise by clear evidence (Sari dkk., 2023). Knowledge is also essential for conducting business ethically, as highlighted in Surah Al-Mujadalah (58:11), which encourages believers to seek knowledge and act with wisdom. Lastly, the principle of ta'awun (mutual assistance) underscores the importance of cooperation in goodness and piety, as stated in Surah Al-Maidah (5:2), while avoiding collaboration in sin and hostility.

Building a successful business, particularly in the culinary sector, requires a strong foundation rooted in Islamic principles. This includes the professionalism and integrity of the business manager, as well as the clarity and transparency of the capital and cooperation agreements. The manager's ability to manage the business effectively and ethically is crucial for its success, as is the willingness of all parties to adhere to the principles of fairness and mutual benefit. The concept of *Lā Darār Wa Lā Dirār* (no harm and no reciprocation of harm) plays a significant role in ensuring that business practices do not cause harm to any party involved. This principle, derived from Islamic jurisprudence, prohibits actions that result in harm, whether material or non-material and emphasizes the importance of preventing harm whenever possible. It serves as a foundational rule in Islamic law, guiding various rulings such as qisas (retribution), hudud (punishments), and diyat (compensation). The branches of this rule further elaborate on its application, such as the permissibility of forbidden actions in cases of necessity, the prioritization of preventing harm over seeking benefit, and the elimination of greater harm through lesser harm (Ashfiya & Rachmad Risqy Kurniawan, 2021).

In Islamic law, the concept of *akad* (contract) is central to business transactions. An *akad* is a binding agreement between two or more parties that creates rights and obligations. It must be based on mutual consent, a clear object, and a lawful purpose, as outlined in the Qur'an and Sunnah (Hasda dkk., 2024). The Qur'an, in Surah Al-Maidah (5:1), commands believers to fulfill their contracts, highlighting the importance of honoring agreements. The principles of *akad* include transparency, fairness, and the avoidance of ambiguity or uncertainty (*gharar*). These principles ensure that all parties involved in a business transaction are treated justly and that the terms of the agreement are clear and mutually beneficial.

One specific form of business partnership in Islam is *syirkah mudharabah*, a cooperative arrangement between an investor (*shahibul mal*) and a manager (*mudharib*). In this partnership, the investor provides the capital, while the manager oversees the business operations. Profits are shared according to a pre-agreed ratio, while losses are borne by the investor, provided they are not due to the manager's negligence (Jalili dkk., 2024). This type of partnership is rooted in the principles of trust, fairness, and mutual benefit, as emphasized in Islamic teachings. The legal basis for *syirkah mudharabah* is supported by a *hadith qudsi*, which states that Allah is the third partner in any business partnership, as long as neither party betrays the other. The conditions for a valid *syirkah mudharabah* include clear agreements, transparent profit-sharing mechanisms, and the avoidance of prohibited elements such as usury and *gharar* (Idris & Anita, 2020).

At Kampoeng Culinary Makassar, the implementation of the *syirkah mudharabah* contract follows a structured process. The business begins with the preparation of a detailed business proposal, which outlines the vision, mission, location, design, and profit projections. Investors are invited to participate by contributing capital, and the funds are collected once a sufficient amount is secured. The business operations are managed by a professional team, and profits are shared based on net income after deducting operational costs. The contract dissolution process involves recalculating assets and profits at the end

of the cooperation period, ensuring that investors receive their capital back before any remaining assets are divided according to the agreed terms.

To uphold the principle of *Lā Darār Wa Lā Dirār*, Kampoeng Culinary Makassar employs several strategies. These include presenting comprehensive business proposals, using cloud-based cashier applications for real-time financial monitoring, and providing monthly financial reports to investors. Regular evaluation meetings are also held to discuss business performance and address any issues that may arise. Despite these efforts, challenges such as miscommunication, a lack of investor understanding, and the complexities of managing multiple investors can occur. To address these challenges, the management engages in continuous consultation with scholars, conducts socialization and education sessions for investors, and ensures transparency in all business dealings. Through these measures, Kampoeng Culinary Makassar strives to maintain ethical business practices that align with Islamic principles and ensure the success and sustainability of its operations.

CONCLUSIONS

The mechanism for implementing the contract in the culinary kampoeng Makassar restaurant based on the rules of *la darar wa la dinar* and the syirkah mudharabah contract, in this study, is divided into 4 stages of implementation, namely the mechanism for implementing a cooperation contract between the manager and the investor, the mechanism for collecting funds, the profit sharing mechanism, and the mechanism for dissolving the syirkah mudharabah contract. The mechanism for implementing a cooperation agreement carried out by Kampoeng Culinary Makassar consists of, information and education provided to potential investors in the form of a cooperation proposal which contains the budget requirements for funds, the time of the contract agreement, location planning, revenue targets and other strategies. In addition, the manager will also give instructions to the manager to read and understand the MoU contained in the business proposal before later transferring investment to Kampoeng Culinary Makassar. The mechanism for collecting funds is carried out through announcements disseminated through groups of potential investors regarding new outlets that will be opened and if potential investors with all the contracts contained in the proposal then potential investors can transfer investment funds directly to the account number listed. The profit-sharing mechanism is carried out once every 3 months after deducting several costs, namely COGS, operational expenses, taxes, and saving investor capital. The profit shared is the profit that exceeds the amount of investor capital. The mechanism for dissolving the cooperation contract is carried out after the agreement period is fulfilled. If both parties agree to continue, a new contract will be made regarding the percentage of profit sharing and the period. If both parties agree not to continue, then all profit sharing during the period of cooperation that has been received will be calculated. Likewise with all existing assets, if the profit sharing has met the capital, the assets will be divided according to the initial agreement between the investor and the manager. If the profit sharing does not meet the capital, all assets originally belong to the investor until the capital returns, if the assets and profit sharing are not sufficient, then

the profits that have been taken by the manager will be used to cover the capital that has not returned.

There are several efforts made by the manager of Kampoeng Culinary Makassar to prevent the occurrence of *darar* in managing a business that uses a syirkah mudharabah contract, including presenting a business proposal, explaining projected profits and losses to potential investors, including a cooperation MoU, using cloud-based applications, presenting monthly financial reports, and holding evaluation meetings. The business proposal serves for planning and an overview that can be seen by potential investors. Likewise with the presentation of projected profits and losses. The MOU functions as a binding agreement to prevent unwanted things from happening. While the cloud-based cashier application functions as direct monitoring by investors regarding sales and also serves to prevent fraud that will be committed by kampoeng culinary employees. As for the financial report, it functions as a transparency report from the manager to investors regarding the business process being carried out.

The obstacles faced by the manager during the establishment of Kampoeng Kuliner Makassar are: The number of investment slots is too much. This makes the profit-sharing value look a little even though it is essentially the same. Another obstacle is also the miscommunication that sometimes occurs between the two parties. Another obstacle also occurs in the ignorance of investors reading financial reports which sometimes causes arguments between managers and investors. As for the handling of the obstacles that occur, there are two technical works carried out, namely consultation with both business experts and muallamah experts. Other techniques are to provide education, information, and socialization related to several things that cause debate and miscommunication between the two parties.

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