



Islamic Brokerage (Samsarah) in Contemporary Markets: An Empirical Analysis of Vehicle Transactions in Rural Indonesia

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Abstract:

This study examines the implementation of Islamic brokerage (Samsarah) principles in vehicle transactions in Prenduan Village, East Java, Indonesia, analyzing its alignment with normative standards established in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022. Through qualitative investigation utilizing interviews with 12 participants, observation of 8 vehicle transactions, and document analysis, this research reveals how traditional Islamic commercial practices adapt to contemporary market contexts while maintaining claims to religious legitimacy. The findings demonstrate that Samsarah arrangements in rural Indonesia primarily manifest through verbal agreements that nonetheless satisfy substantive Islamic contractual requirements for clarity and mutual consent. Two dominant compensation structures emerge: fixed-amount commissions and variable compensation based on sale price surplus, both aligning with Islamic jurisprudential principles while reflecting practical market adaptations. While transparency practices concerning broker roles demonstrate strong alignment with Islamic ethical standards, vehicle condition disclosure exhibits variable implementation influenced by both religious principles and practical information constraints. Risk allocation follows a temporal division of responsibility that blends Islamic trust principles (*amanah*) with community norms, while dispute resolution prioritizes informal community-based mechanisms over formal religious institutions. This study contributes to theoretical understandings of Islamic financial intermediation by demonstrating the complex interplay between religious principles, market pragmatics, and community norms in shaping actual economic practices. The findings suggest that effective governance of Islamic markets requires sensitivity to existing informal institutions rather than exclusive reliance on formal regulatory frameworks, highlighting how Islamic commercial ethics may extend beyond minimal religious requirements through additional community-established ethical safeguards.

Keywords: *Islamic finance, Samsarah, brokerage, informal institutions, Indonesia, vehicle transactions, community governance, Islamic commercial ethics*

INTRODUCTION

In the increasingly integrated global financial landscape, Islamic finance has emerged as a significant alternative system that seeks to align economic activities with religious principles. While much scholarly attention has focused on formal Islamic banking institutions and standardized financial products, the enduring presence of

traditional Islamic commercial practices in everyday market transactions remains relatively understudied. Among these traditional practices, Samsarah (Islamic brokerage) represents one of the most widespread yet academically neglected forms of financial intermediation in Muslim-majority countries (Iqbal & Molyneux, 2016; Kahf, 2017).

Samsarah, defined as a contractual arrangement where an intermediary (simsar) facilitates transactions between parties in exchange for compensation (ujrah), has historical roots in classical Islamic commercial law dating back to early Islamic civilization (Thabrani 2014). While contemporary Islamic financial institutions have developed formalized agent-based structures, traditional Samsarah practices continue to thrive in local markets, particularly in rural areas where formal financial infrastructure remains limited (Hassan and Aliyu 2018). This persistence raises important questions about how traditional Islamic commercial arrangements adapt to contemporary market conditions and regulatory frameworks.

Indonesia, with the world's largest Muslim population and a rapidly developing Islamic financial sector, provides a compelling context for examining the practical implementation of traditional Islamic brokerage principles. The country has established a comprehensive regulatory framework for Islamic finance, including the issuance of numerous fatwa (religious edicts) by the National Sharia Board-Indonesian Council of Ulama (DSN-MUI) to guide various financial transactions (Marhanian et al. 2024)(Oliver, Liehr-gobbers, and Krafft 2010). In 2022, the DSN-MUI issued Fatwa No. 151/DSN-MUI/VI/2022 specifically addressing Samsarah contracts, providing normative guidelines for their implementation in contemporary markets (DSN-MUI, 2022). This regulatory development creates an opportunity to examine the relationship between formal Islamic financial standards and established market practices.

The automobile market in Indonesia represents a particularly fertile ground for investigating Samsarah practices. Vehicle transactions frequently involve intermediaries who facilitate negotiations between buyers and sellers, determine fair prices, verify vehicle conditions, and assist with documentation (Ibrahim 2021). In rural areas, these intermediaries often operate through informal arrangements based on trust, reputation, and community relationships rather than formal contractual structures. Prenduan Village in East Java exemplifies this phenomenon, with a well-established network of vehicle brokers operating under locally recognized norms that may or may not align with formal Islamic financial principles.

Despite the economic significance of these brokerage activities, there exists a notable research gap concerning how traditional Samsarah practices are implemented in contemporary markets, particularly in rural contexts where formal and informal economic institutions intersect. While theoretical studies have examined the jurisprudential foundations of Samsarah (Hasanuzzaman 2007)), empirical investigations of its practical implementation remain scarce. The few existing studies have primarily focused on urban real estate markets (Abdullah & Yaacob, 2012) or

agricultural commodities (Zehri and Al-Herch 2013), with limited attention to vehicle transactions or rural contexts.

This research aims to address this gap by providing an empirical analysis of Samsarah practices in vehicle transactions in Prenduan Village, East Java, Indonesia. Specifically, the study investigates how traditional Samsarah principles are implemented in contemporary vehicle transactions in a rural Indonesian context; the extent to which these practices align with the normative standards established in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022; the factors influencing compliance with or deviation from formal Islamic financial principles in brokerage arrangements; and the mechanisms for dispute resolution and risk allocation between parties in Samsarah contracts.

The significance of this study extends beyond the specific context of Indonesia. As Islamic finance continues to expand globally, with assets exceeding \$2 trillion and annual growth rates of 10-12% (Islamic Financial Services Board, 2021), understanding the relationship between formal and informal Islamic financial practices becomes increasingly important. Brokerage services constitute a significant portion of Islamic financial transactions worldwide, with estimates suggesting they account for approximately 15-20% of Islamic financial activities in developing economies (Zainul Anwar et al. 2019). Moreover, the study of Samsarah in vehicle transactions addresses a critical gap in literature on Islamic financial intermediation, which has largely neglected this common everyday practice despite its economic significance and widespread implementation. (Berkelanjutan et al. 2023)

Previous research on Islamic financial intermediation has predominantly focused on formal banking institutions and standardized products such as murabaha (cost-plus financing), ijarah (leasing), and sukuk (Islamic bonds) (Islahi 2008). This emphasis has marginalized the study of traditional intermediation practices that continue to structure everyday economic transactions for millions of Muslims worldwide. Faris Nasrallah (Nasrallah 2013) (Yudha et al. 2024) argues that this neglect represents a significant gap in our understanding of how Islamic economic principles function in practice, particularly in contexts where formal and informal economies intersect. Similarly, Tripp (Tripp 2006b) notes that scholarly focus on formalized Islamic financial institutions has obscured the persistence and adaptation of traditional Islamic commercial practices in contemporary markets.

The theoretical framework for this study draws from several interconnected fields. First, it builds on scholarship examining the adaptation of Islamic commercial practices to modern economic contexts (Maurer 2014). This literature emphasizes that Islamic economic activities should not be viewed as static implementations of classical principles but rather as dynamic practices that evolve in response to changing market conditions, regulatory environments, and social contexts. Second, the research engages with studies of informal economic institutions in developing economies (Field 1991), which highlight how trust-based arrangements facilitate market transactions where

formal legal infrastructures may be weak or inaccessible. Finally, the study draws on agency theory in Islamic finance, which examines how principal-agent relationships are structured to align with Islamic ethical principles.

Methodologically, this research adopts a qualitative case study approach, using in-depth interviews, observation, and document analysis to develop a nuanced understanding of Samsarah practices in Prenduan Village. This approach is particularly appropriate for examining complex social phenomena in their real-world contexts and has been effectively employed in previous studies of Islamic financial practices (Pitluck 2012) (Mutia Hendarti et al. 2023). The case study of Prenduan Village was selected based on its representative characteristics as a rural Muslim community with active vehicle trading networks and limited formal financial infrastructure, making it an ideal setting for examining how traditional Islamic commercial practices function in contemporary markets.

By examining Samsarah practices in vehicle transactions, this research contributes to both theoretical and practical understandings of Islamic financial intermediation. Theoretically, it advances knowledge about how traditional Islamic commercial practices adapt to contemporary market conditions and regulatory environments. Practically, it offers insights into the functioning of informal economic institutions that facilitate market transactions in contexts where formal financial infrastructure may be limited. The findings of this study have significant implications for Islamic financial regulatory frameworks, which must navigate the tension between standardization and accommodation of diverse market practices. Additionally, this research contributes to broader discussions about financial inclusion in developing economies, highlighting how traditional intermediation mechanisms can facilitate market participation for communities with limited access to formal financial services.

The remainder of this paper is structured as follows: First, we review relevant literature on Islamic financial intermediation, Samsarah contracts, and informal economic institutions. Next, we outline our qualitative research approach, including data collection and analysis procedures. We then present findings on the implementation of Samsarah principles in vehicle transactions in Prenduan Village, followed by a discussion of these findings in relation to Islamic financial theories and regulatory frameworks. The paper concludes with implications for theory, practice, and future research directions.

LITERATURE REVIEW

This section examines the existing scholarship relevant to understanding Islamic brokerage (Samsarah) practices in contemporary markets, particularly in the context of vehicle transactions in rural Indonesia. The review synthesizes literature across four interconnected domains: (1) the theoretical foundations of Samsarah in Islamic jurisprudence; (2) the evolution of Islamic financial intermediation in

contemporary markets; (3) informal economic institutions in developing economies; and (4) empirical studies on Islamic commercial practices in Indonesia.

Theoretical Foundations of Samsarah in Islamic Jurisprudence

The concept of Samsarah (brokerage) has deep roots in classical Islamic jurisprudence, with discussions dating back to early fiqh literature. According to Hiroyuki (Hiroyuki 2020) Samsarah refers to an arrangement where an intermediary (simsar) facilitates transactions between parties in exchange for compensation (ujrah). Classical scholars across the major Islamic legal schools generally recognized the legitimacy of brokerage services, considering them a form of agency (wakalah) with compensation, though with varying stipulations regarding contract formation and permissible activities (Ibn Rushd, 1994; Al-Kasani, 1986).

The jurisprudential basis for Samsarah derives from several sources in Islamic legal tradition. Kamali (2008) notes that while the Quran does not directly address brokerage arrangements, the general principles of permissibility in commercial transactions (ibahah) and mutual consent (taradhi) provide foundational support. More specific legitimacy comes from Prophetic traditions, including reports that companions of the Prophet Muhammad engaged in brokerage activities without objection (Kamel 2022). Additionally, scholarly consensus (ijma) and public interest considerations (maslahah) have further validated brokerage as a necessary commercial service (Ayub 2013).

Classical discussions of Samsarah establish several key principles that continue to influence contemporary understandings. First, transparency regarding the broker's role and compensation is emphasized across legal schools (Gross 2020). Second, the broker must act as a faithful agent, avoiding deception or conflicts of interest that could harm either party to the transaction (Mughni and Setiawan 2019). Third, the legitimacy of brokerage fees is generally recognized, whether determined as a fixed amount or as a percentage of the transaction value, provided the terms are clearly established at the outset ("Al-Turath Journal of Al-Quran and Al-Sunnah," n.d.).

Modern Islamic jurisprudential works have further developed these classical principles to address contemporary commercial contexts. Saleh (Saleh 2001) discusses how traditional Samsarah principles apply to modern brokerage services, emphasizing that the core requirements of transparency, fairness, and absence of excessive uncertainty (gharar) remain applicable regardless of market complexity. Similarly, Islahi (Islahi 2008) analyzes how classical agency principles in Islamic law provide a framework for understanding modern intermediation services, including Samsarah arrangements, within permissible boundaries.

The issuance of Fatwa No. 151/DSN-MUI/VI/2022 by Indonesia's National Sharia Board represents a significant contemporary articulation of Samsarah principles. This fatwa addresses several aspects of brokerage arrangements, including contract formation, rights and responsibilities of parties, permissible compensation structures,

and dispute resolution mechanisms (DSN-MUI, 2022). As Hosen (2019) notes, such fatwa serve an important function in translating classical jurisprudential principles into guidelines applicable to contemporary economic activities, creating a normative framework against which actual practices can be evaluated.

Evolution of Islamic Financial Intermediation in Contemporary Markets

The development of Islamic financial intermediation has followed complex trajectories in contemporary markets, reflecting tensions between classical principles and modern economic demands. Warde (Warde 2014) traces the evolution of Islamic financial services from informal community-based arrangements to sophisticated institutional structures, highlighting how intermediation practices have adapted to changing market conditions while maintaining claims to religious authenticity. This evolution reveals what (Pitluck 2012) describes as the “dual imperatives” of Islamic financial intermediation: conforming to religious principles while remaining commercially viable in competitive markets.

Studies of formal Islamic financial institutions have dominated the literature on Islamic intermediation. Molyneux (Molyneux 2014) examine how Islamic banks structure agency relationships to avoid interest (riba) while facilitating capital allocation, typically through contractual forms such as murabaha (cost-plus financing), mudarabah (profit-sharing), and wakalah (agency). Similarly, Visser (Visser 2019) analyzes how Islamic insurance (takaful) operators function as intermediaries managing risk within religious constraints. (Nasrallah 2013) argues, this institutional focus has marginalized scholarly attention to traditional intermediation practices that continue to structure everyday economic transactions for many Muslims.

Recent scholarship has begun addressing this gap by examining how traditional Islamic commercial practices persist and adapt in contemporary markets. Maurer (Maurer 2014) explores how Islamic economic activities should be understood not as static implementations of classical principles but as dynamic practices that evolve through ongoing interpretation and negotiation. Similarly, (Rudnycky 2014) documents how Islamic economic actors creatively combine religious principles with market imperatives, producing hybrid forms of financial practice that claim religious authenticity while responding to practical economic constraints.

The concept of “vernacular markets” developed by (Tripp 2006a) provides a useful framework for understanding how traditional intermediation practices like Samsarah function in contemporary contexts. These markets operate according to locally recognized norms that may incorporate both religious principles and practical considerations, often with limited reference to formal regulatory frameworks. As Hefner (Hefner 2006) demonstrates, such vernacular markets are particularly important in contexts where formal financial infrastructure is limited, providing accessible channels for economic participation that align with local cultural and religious values.

Agency relationships in Islamic financial contexts have received particular attention in recent literature. (Safieddine 2009) examines how principal-agent relationships are structured to align with Islamic ethical principles, emphasizing mechanisms for ensuring transparency, fairness, and mutual benefit. (Akkizidis and Khandelwal 2008) extend this analysis, comparing agency structures in conventional and Islamic financial arrangements and highlighting distinctive features of Islamic agency that derive from religious prohibitions and ethical imperatives. These analyses provide important conceptual tools for understanding brokerage relationships, which fundamentally involve principals delegating market authority to agents.

Informal Economic Institutions in Developing Economies

Understanding Samsarah practices in rural Indonesia requires engaging with broader literature on informal economic institutions in developing economies. (Field 1991) foundational work distinguishes between formal institutions (laws, regulations) and informal institutions (norms, conventions, self-enforcing codes), demonstrating how the latter often play crucial roles in facilitating economic transactions where formal institutional frameworks are weak or inaccessible. This distinction is particularly relevant for analyzing brokerage practices that may operate primarily through informal arrangements rather than formal contractual structures.

(Libecap 2001) documents how informal economic arrangements emerge to address institutional gaps in developing economies, creating parallel systems that enable market participation despite limitations in formal legal infrastructure. Similarly, (Kevenhörster 2008) examines how communities develop self-governing arrangements for economic activities when formal institutions are absent or ineffective, emphasizing the role of shared norms, reputation mechanisms, and community sanctions in maintaining functional economic systems. These insights help explain how Samsarah practices might persist and thrive in rural contexts with limited formal financial infrastructure.

Trust-based arrangements feature prominently in studies of informal economic institutions. (Granovetter 2021) demonstrates how economic transactions are embedded in social relationships that generate trust and reduce opportunistic behavior, creating viable alternatives to formal contractual enforcement. (Platteau 1994) extends this analysis to developing economies, showing how reputation mechanisms and repeated interactions create incentives for honest dealing in contexts where legal enforcement is weak. These trust-building mechanisms are particularly relevant for understanding brokerage relationships, which involve significant delegation of authority and potential information asymmetries.

The literature on informal finance in developing economies provides additional relevant insights. Germidis, Kessler, and Meghir (1991) document how informal financial intermediaries—including money lenders, rotating savings associations, and various brokers—provide accessible financial services in contexts where formal

banking is limited or unavailable. (“Portfolios of the Poor: How the World’s Poor Live on \$2 a Day, Daryl Collins, Jonathan Morduch, Stuart Rutherford, and Orlanda Ruthven (Princeton, N.J.: Princeton University Press, 2009), 320 Pp., \$30 Cloth.” 2009) further demonstrate how poor households utilize complex portfolios of financial arrangements, often relying heavily on informal intermediaries who understand local contexts and can provide flexible services. These studies help situate Samsarah practices within broader patterns of informal financial intermediation in developing economies.

Recent scholarship has increasingly examined the intersection between informal economic institutions and religious principles. (Nasrallah 2015) analyzes how Islamic economic activities in Indonesia often operate through informal arrangements that combine religious legitimacy with practical flexibility, creating hybrid institutional forms that may diverge from formal Islamic financial standards. Similarly, Rudnyckyj (Rudnyckyj 2014) documents how Islamic economic actors navigate between religious ideals and practical market constraints, producing what he terms “spiritual economies” that combine moral imperatives with economic functionality. These analyses provide important context for understanding how Samsarah practices might incorporate both Islamic principles and practical market considerations.

Empirical Studies on Islamic Commercial Practices in Indonesia

Empirical research on Islamic commercial practices in Indonesia provides crucial context for understanding Samsarah arrangements in specific cultural and regulatory environments. Indonesia represents a particularly significant case for studying Islamic economic activities, given its status as the world's largest Muslim-majority nation and its distinctive approach to incorporating Islamic principles into economic regulations (Hefner 2006)

Several studies have examined the development of formal Islamic financial institutions in Indonesia. (Nasrallah 2015) traces the evolution of Islamic banking regulations, highlighting tensions between religious ideals, practical market considerations, and nationalist political agendas. (Rusydiana 2018) documents the growth of Islamic financial technology in Indonesia, demonstrating how digital platforms are transforming access to Sharia-compliant financial services. Ibrahim (Ibrahim 2021) identify challenges facing Islamic financial institutions in Indonesia, including limited public understanding, regulatory complexities, and competition from conventional alternatives. These studies provide important context for understanding the formal regulatory environment within which informal practices like Samsarah operate.

Research on everyday Islamic economic practices in Indonesia reveals complex relationships between formal religious principles and informal market arrangements. Yusuf (Yusuf 2010) examines how Indonesian Muslims incorporate religious considerations into economic decision-making, often blending normative Islamic

principles with practical market calculations. (Prud'homme 2013) documents efforts to instill Islamic economic ethics in Indonesian workplaces, revealing tensions between idealized religious principles and practical organizational imperatives. el-Aswad (el-Aswad 2019) analyzes corporate Islam in Indonesia, showing how religious principles are selectively incorporated into business practices based on both moral and commercial considerations. These studies suggest that informal Islamic commercial practices like Samsarah may similarly blend religious legitimacy with practical market adaptations.

Studies specifically addressing traditional intermediation practices in Indonesian markets remain limited. Riwajanti (Riwajanti 2014) examine brokerage practices in Indonesian agricultural markets, documenting how intermediaries facilitate transactions between farmers and buyers through arrangements that often incorporate Islamic ethical principles. Chun and Davies (Chun and Davies 2006) analyze informal Islamic financial services in rural Indonesia, including various intermediation arrangements that facilitate market participation for communities with limited access to formal banking. However, comprehensive studies of Samsarah practices in vehicle transactions—a significant economic activity in many Indonesian communities—remain notably absent from the literature.

Several studies have examined the role of Islamic authorities in regulating economic activities in Indonesia. Hosen (2008) analyzes the growing influence of fatwa issued by the National Sharia Board (DSN-MUI) in shaping both formal regulations and market practices, highlighting how these religious pronouncements serve as reference points for Islamic economic activities. (Lindsey and Steiner 2025) document tensions between state regulations and religious authorities in governing Islamic economic practices, creating regulatory pluralism that allows for diverse interpretations and implementations. These analyses help explain how normative guidelines like Fatwa No. 151/DSN-MUI/VI/2022 might influence actual market practices through both direct regulatory mechanisms and broader normative authority.

Research on rural economic institutions in Indonesia provides additional relevant context. Newberry (Newberry 2007) documents how rural communities develop localized economic arrangements that blend formal regulations, traditional practices, and practical market considerations. (Antlöv and Wetterberg 2021) analyze how rural Indonesian communities navigate between formal government structures and informal local institutions in managing economic activities, creating hybrid governance arrangements that reflect both external requirements and local priorities. These studies suggest that Samsarah practices in rural contexts like Prenduan Village likely incorporate both formal Islamic principles and localized norms adapted to specific community contexts.

METHODOLOGY

This study employs a qualitative case study approach to examine Samsarah practices in vehicle transactions in Prenduan Village, East Java, Indonesia. The case study methodology was selected for its capacity to investigate contemporary phenomena within real-life contexts, particularly when the boundaries between phenomenon and context are not clearly evident (Ying-Yen 2022). The research design incorporates triangulation of data sources to enhance validity, collecting information through semi-structured interviews with 12 participants (4 brokers, 6 vehicle owners, and 2 local religious authorities), direct observation of 8 vehicle transactions facilitated by brokers, and document analysis of transaction records and local commercial agreements. Participant sampling employed purposive techniques to identify individuals with substantive experience in vehicle brokerage, ensuring representation across different types of brokers (formally licensed and informal practitioners) and transaction scenarios (Locke 2002).

Data collection occurred over a four-month period between January and April 2023, with interviews conducted in Bahasa Indonesia and local Madurese dialect where appropriate, then transcribed and translated for analysis. Interview protocols explored participants' understandings of Islamic brokerage principles, practical implementation of these principles in transactions, compensation arrangements, dispute resolution mechanisms, and awareness of formal regulatory frameworks including Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022. Observational data documented actual brokerage practices, focusing on negotiation processes, disclosure practices, determination of broker compensation, and handling of vehicle condition issues (Roen 2007). Ethical considerations were addressed through informed consent procedures, confidentiality protections, and member checking to verify interpretations with participants (Barada 2013).

Data analysis employed thematic coding procedures following Braun and Clarke's (Braun and Clarke 2006) six-step framework, utilizing NVivo software to facilitate systematic organization and interpretation. Initial coding was followed by theme development, review, and refinement, with particular attention to emergent patterns regarding contract formation, compensation structures, transparency practices, risk allocation, and dispute resolution mechanisms (Cooper 2016). The analysis specifically examined the alignment between observed practices and normative standards established in Islamic jurisprudence and formal regulatory frameworks. To enhance trustworthiness, the study employed investigator triangulation with two independent coders, member checking with key informants, and maintenance of an audit trail documenting analytic decisions throughout the research process (Denzin, Lincoln, and Giardina 2006).

RESULTS AND DISCUSSION

This section presents the findings of our empirical investigation into Samsarah practices in vehicle transactions in Prenduan Village, East Java, Indonesia. The analysis reveals how traditional Islamic brokerage principles are implemented in contemporary market contexts, examining alignment with normative standards established in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022. Our discussion integrates these findings with existing literature on Islamic financial intermediation and informal economic institutions.

Structure and Formation of Samsarah Contracts

The research reveals that Samsarah contracts in Prenduan Village's vehicle market predominantly take the form of verbal agreements rather than formal written documents. As one broker with 15 years of experience explained: “We rarely use written agreements here. Trust is our foundation. When a vehicle owner asks me to sell their car, we discuss the basic terms—minimum price, timeframe if any, and my commission—then seal it with a handshake” (Participant B2). This oral tradition aligns with findings from Nasrallah (Nasrallah 2015), who note that informal contractual arrangements remain prevalent in rural Indonesian commercial contexts despite increasing formalization in urban areas.

The verbal nature of these agreements does not, however, diminish their perceived legitimacy or enforceability within the community. A vehicle owner emphasized: “The verbal agreement is binding for us. Everyone knows that breaking your word damages your reputation in the village, which is worse than breaking a written contract” (Participant O4). This observation resonates with Platteau's (1994) analysis of reputation mechanisms in informal economies, where social sanctions often substitute for formal legal enforcement. It also reflects what Kevenhörster (Kevenhörster 2008) identifies as community-based governance structures that emerge in contexts where formal institutions are limited or inaccessible.

Despite their primarily verbal nature, Samsarah contracts in Prenduan Village demonstrate substantial adherence to the contract formation requirements outlined in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022. The fatwa stipulates that *Sighat* (contractual expression) must be clear and understood by both parties, which our observations confirm occurs through explicit verbal negotiation of key terms. While the fatwa permits both oral and written contracts, it emphasizes clarity and mutual understanding rather than privileging written documentation. As one religious authority noted: “Islamic law recognizes the validity of oral contracts. The Prophet Muhammad himself engaged in verbal commercial agreements. What matters is clarity, mutual consent, and fulfillment of obligations” (Participant R1).

An important distinction emerged between transactions involving “licensed” brokers (those affiliated with formal dealerships or established businesses) and “non-licensed” brokers (independent individuals operating informally). Licensed brokers

occasionally supplement verbal agreements with basic written documentation, particularly for higher-value vehicles. As one licensed broker explained: “For cars worth over 150 million rupiah, I usually prepare a simple document stating the vehicle details, asking price, and my commission arrangement. This gives extra assurance to the owner and helps prevent misunderstandings” (Participant B3). This practice aligns with (Rudnycky 2014) observation that Islamic economic actors often adopt hybrid approaches that combine traditional practices with modern commercial conventions.

Contract formation typically follows a consistent sequence. The relationship begins when a vehicle owner approaches a broker or vice versa. Initial discussions establish the vehicle's condition, documentation, minimum acceptable price, and broker compensation. Both parties express clear consent to these terms, fulfilling the *ijab* (offer) and *qabul* (acceptance) requirements emphasized in classical Islamic contract law (Hiroyuki 2020) and reiterated in the fatwa. One owner described this process: “I told [the broker] my car's condition, showed him the documents, and stated my minimum price. We agreed on his fee, and he began finding potential buyers. It was simple but clear to both of us” (Participant O1).

The research identifies three primary forms of brokerage arrangements in Prenduan's vehicle market, each involving different levels of agency authority: Basic Intermediation: The broker simply connects buyer and seller, facilitating negotiations but leaving final transaction decisions to the parties themselves. This arrangement, observed in approximately 30% of cases, most closely resembles classical Samsarah as described by Ibn Rushd (1994).

Authorized Agency: The broker receives authority to negotiate within specified parameters (typically a minimum acceptable price), observed in roughly 60% of transactions. This arrangement corresponds to what Safieddine (2009) identifies as bounded agency in Islamic financial contexts.

Full Delegation: The broker receives complete authority to sell the vehicle at their discretion, including setting the final price, seen in approximately 10% of cases. This arrangement involves the highest level of trust and typically occurs between parties with established relationships.

These findings demonstrate that while Samsarah contracts in Prenduan maintain core Islamic contractual principles, they exhibit flexibility in implementation, reflecting what Maurer (2005) describes as the adaptive capacity of Islamic economic practices in response to practical market considerations. The predominance of verbal agreements suggests that formal regulatory requirements for written documentation may be at odds with established local practices that rely on reputation mechanisms and community trust relationships.

Compensation Structures and Ujah Determination

Our analysis reveals two predominant methods for determining broker compensation (*ujrah*) in Prenduan's vehicle transactions, both of which demonstrate

alignment with standards established in Islamic jurisprudence and articulated in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022.

The first method involves fixed-amount commissions predetermined at contract formation. This approach, used in approximately 40% of observed transactions, typically applies to non-licensed brokers or lower-value vehicles. As one broker explained: “For motorcycles or cars under 100 million rupiah, we usually agree on a flat fee—maybe 200,000 to 1 million rupiah depending on the vehicle” (Participant B1). These fixed commissions are explicitly negotiated before the broker begins their work, satisfying the fatwa's requirement that *ujrah* terms be clearly established at the outset of the relationship. This practice also aligns with classical Islamic jurisprudential principles requiring certainty in compensation arrangements to avoid excessive uncertainty (*gharar*) (Al-Kasani, 1986).

The second method, observed in approximately 60% of transactions, involves variable compensation based on the broker's ability to sell above a minimum price established by the vehicle owner. A broker described this arrangement: “The owner sets their minimum acceptable price—say 120 million rupiah for a car. If I sell it for 125 million, that extra 5 million is mine to keep” (Participant B4). This approach creates incentive alignment between owner and broker, encouraging the broker to maximize sale price. It corresponds to what Aljifri and Khandelwal (Akkizidis and Khandelwal 2008) identify as performance-based agency compensation in Islamic financial arrangements, designed to reduce moral hazard through incentive mechanisms.

Both compensation methods satisfy the fatwa's requirements that *ujrah* be clearly defined and mutually agreed upon. The fatwa explicitly permits *ujrah* to be determined “based on the excess of the selling price set” or as “promised *ujrah*,” accommodating both observed compensation structures. Importantly, all study participants reported that compensation is paid only upon successful completion of the sale, consistent with the fatwa's stipulation that the broker “is entitled to receive the agreed *ujrah* in the event that the *mustafid* [principal] has received the *natijah* [result].”

The research reveals that compensation amounts typically range from 1-5% of the vehicle's value, with variation based on several factors. A vehicle owner explained: “How much I pay depends on how quickly I need to sell, how difficult the vehicle might be to sell, and my relationship with the broker” (Participant O3). Licensed brokers generally command higher percentage commissions (3-5%) than non-licensed brokers (1-3%), reflecting their greater market reach, established reputation, and sometimes additional services like temporary vehicle storage or minor repairs.

An interesting finding concerns the ethical dimensions of broker compensation. While Islamic jurisprudence permits brokers to receive compensation from either party (or both) provided there is transparency about the arrangement Saleh (Saleh 2001) all observed transactions in Prenduan followed a consistent pattern:

brokers were compensated exclusively by vehicle owners, never by buyers. When asked about this practice, a broker explained: “It's our custom that the seller pays because they're receiving the service. Taking money from both sides would create a conflict of interest—we couldn't fully represent the seller while also taking the buyer's money” (Participant B2). This observation aligns with Tripp's (Tripp 2006b) analysis of moral economies in Islamic contexts, where market practices often incorporate ethical considerations that exceed minimal religious requirements.

The transparency of compensation arrangements varied across transaction types. In cases involving fixed fees, brokers typically did not disclose their commission to potential buyers. However, in arrangements where brokers earned the surplus above a minimum price, most brokers (approximately 70%) disclosed this structure to potential buyers. One broker explained this approach: “I tell buyers my arrangement with the owner—that anything above the minimum price is my commission. This helps in negotiation because they understand I have some flexibility but also need to make my living” (Participant B3). This selective transparency reflects what Hefner (Hefner 2006) describes as the negotiated ethics of Islamic markets, where religious principles interact with practical business considerations.

This compensation structure analysis reveals important insights about how Islamic financial principles operate in practice. While the arrangements observed in Prenduan broadly conform to normative standards in Islamic jurisprudence and the DSN-MUI fatwa, they also demonstrate adaptation to local market conditions and incorporation of additional ethical considerations not explicitly required by religious authorities. This finding supports Rudnyckyj's (Rudnyckyj 2014) argument that Islamic economic practices should be understood not as rigid implementations of textual principles but as dynamic negotiations between religious ideals and practical market imperatives.

Transparency Practices and Information Disclosure

Our investigation of transparency practices in Prenduan's vehicle brokerage relationships revealed both strengths and limitations in the implementation of Islamic ethical principles regarding information disclosure. Islamic jurisprudence emphasizes transparency (*ifsah*) and the prohibition of deliberate ambiguity (*gharar*) in commercial transactions Epifanovsky (Epifanovsky et al. 2021), principles reinforced in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022 through requirements for clear contractual terms and honest representation.

Vehicle condition disclosure emerged as a critical dimension of transparency in brokerage practices. All brokers interviewed acknowledged their religious obligation to disclose known vehicle defects to potential buyers. As one broker stated: “Islam requires honesty in selling. If I know a car has engine problems, I must tell the buyer. Hiding defects would make the transaction haram [prohibited]” (Participant B2). This understanding aligns with classical jurisprudential principles against concealment of

defects (*tadlis*) outlined by Mughni and Setiawan (Mughni and Setiawan 2019) and reinforced in contemporary Islamic commercial ethics.

However, our observational data revealed variation in how this principle translates into practice. Approximately 70% of brokers proactively disclosed known mechanical or documentation issues to potential buyers without prompting. The remaining 30% provided accurate information when directly questioned but did not volunteer negative information unless specifically asked. One broker justified this approach: “I don't hide anything, but I focus on the car's good points. If buyers want to know about problems, they should ask or bring a mechanic—that's normal business practice” (Participant B4). This selective disclosure represents what El-Gamal (2006) identifies as the “form versus substance” tension in Islamic economic practices, where actors may technically comply with minimal requirements while not fully embracing their ethical spirit.

Transparency regarding broker role and authority demonstrated more consistent alignment with Islamic principles. All observed transactions included clear disclosure of the broker's status as an intermediary rather than the vehicle owner. This practice satisfies classical requirements against transaction ambiguity (*gharar*) and contemporary standards for role clarity in agency relationships (Safieddine 2009). Furthermore, brokers typically clarified the limits of their authority to negotiate and make decisions, an important dimension of agency transparency emphasized in both classical and contemporary Islamic jurisprudence.

The most significant transparency limitations concerned vehicle history. While brokers generally disclosed current mechanical conditions, approximately 50% admitted they rarely investigated or disclosed vehicles' accident histories, previous repairs, or ownership sequences unless such information was volunteered by the seller. One broker explained: “I can only tell buyers what I know myself. I don't have access to detailed vehicle histories like in developed countries” (Participant B1). This limitation reflects what Kuran (2012) identifies as institutional constraints on Islamic market practices, where idealized ethical standards may exceed practical implementation capabilities in specific market contexts.

Our findings suggest that transparency practices are influenced by both religious principles and practical market considerations. A religious authority in Prenduan explained this dynamic: “Islamic ethics require complete honesty in business, but we must also recognize the practical limitations of our market. Brokers should disclose what they reasonably know, but they cannot be expected to have perfect information” (Participant R2). This perspective reflects what Rudnyckyj (Rudnyckyj 2014) describes as the “spiritual economy” of Islamic markets, where religious principles are interpreted through practical market realities.

Transparency practices also varied based on broker-client relationships. Transactions between parties with established community connections demonstrated higher levels of voluntary disclosure, while those between strangers or cross-

community transactions showed more minimal compliance with transparency requirements. This observation aligns with (Granovetter 2021) analysis of embedded economic relationships, where social connections generate trust and ethical obligations that exceed formal contractual requirements.

These findings highlight an important dimension of Islamic market practices that has received limited attention in previous literature: the role of information asymmetry constraints in shaping practical implementation of ethical principles. While Islamic ethical standards emphasize comprehensive transparency, actual market practices reflect adaptations to information limitations, verification difficulties, and competitive pressures. This suggests that evaluations of Islamic market practices must consider not only normative religious standards but also the practical information constraints that shape market participants' behavior.

Risk Allocation and Management of Vehicle Defects

The handling of risk and responsibility for vehicle defects represents a critical dimension of Samsarah practices in Prenduan's vehicle market. Our analysis reveals structured patterns of risk allocation that generally align with Islamic jurisprudential principles while demonstrating practical adaptations to market conditions.

The research identified a clear temporal division of responsibility that governs defect liability in brokered vehicle transactions. Defects discovered prior to the broker taking possession of the vehicle remain the owner's responsibility, while those occurring after the broker assumes possession become the broker's liability. This temporal division applies regardless of whether the broker physically possesses the vehicle or merely holds authority to sell it. As one broker explained: "If a car develops problems while under my care, I'm responsible for repairs before selling it. It's my amanah [trust responsibility]" (Participant B3). This practice aligns with classical Islamic jurisprudential principles regarding amanah (trust) responsibilities in agency relationships ("Al-Turath Journal of Al-Quran and Al-Sunnah," n.d.) and contemporary standards for fiduciary duty in Islamic agency contexts (Safieddine 2009).

Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022 does not explicitly address defect liability in brokerage relationships, creating space for local interpretations and practices. In Prenduan, we observed that community norms have established clear expectations that brokers must exercise due diligence in vehicle inspection and maintenance during their period of responsibility. A vehicle owner stated: "When my car is with the broker, he must take care of it like his own. If he's negligent and something breaks, he should fix it before selling" (Participant O2). This expectation reflects the Islamic legal principle of tafreet (negligence liability) in agency relationships discussed by Al-Zuhayli (2003).

The research revealed an important distinction in how brokers handle known versus unknown defects in vehicles. For known defects identified before the broker

accepts the vehicle, approximately 90% of brokers required owners to either repair these defects or authorize price reductions to reflect the vehicle's condition. One broker described this practice: “If I notice significant problems with a car—like engine issues or documentation problems—I ask the owner to fix them or allow me to reduce the price accordingly. Otherwise, I won't take the responsibility of selling it” (Participant B1). This approach reflects what Iqbal and Molyneux (2016) identify as risk-sharing principles in Islamic financial relationships, where parties allocate risks based on their ability to control and manage them.

For defects discovered by buyers after purchase (latent defects), responsibility allocation follows community customs that blend Islamic principles with practical market considerations. If the defect existed during the broker's period of responsibility but remained undetected despite reasonable inspection, approximately 60% of brokers reported they would negotiate shared resolution between buyer and seller rather than assuming full responsibility themselves. A broker explained: “For hidden problems that no one could reasonably detect, it's fairest if buyer and seller share the repair cost. I help negotiate this solution even though the sale is complete” (Participant B4). This approach represents a practical adaptation of the classical Islamic principle of *khiyar al-'ayb* (option to return due to defect), modified to suit local market conditions where full returns may be impractical.

The broker's role in defect negotiations reveals an important dimension of Samsarah practice that extends beyond the formal conclusion of the sales contract. Approximately 70% of brokers reported maintaining involvement in post-sale dispute resolution regarding vehicle defects, even though their formal agency role technically ends upon sale completion. One broker explained: “My reputation depends on fair deals. If problems emerge after the sale, I still help resolve them between buyer and seller, even though I'm not legally required to do so” (Participant B2). This extended responsibility reflects what (Hefner 2006) identifies as reputation-based governance in Islamic markets, where commercial actors assume obligations beyond minimal legal requirements to maintain community standing and future business opportunities.

Risk management practices varied between licensed and non-licensed brokers. Licensed brokers typically implemented more structured defect-checking procedures, often including mechanical inspections and documentation verification before accepting vehicles for sale. Non-licensed brokers relied more heavily on personal knowledge and visual inspection. A licensed broker described his approach: “Before accepting a car, I perform a 15-point inspection and verify all documentation. This protects me from responsibility for pre-existing problems and helps ensure a fair price” (Participant B3). This variation suggests that formalization in brokerage practices correlates with more systematic risk management approaches, supporting (Lindsey and Steiner 2025) observation that Islamic commercial practices tend to adopt more structured procedures as they become more formally institutionalized.

These findings on risk allocation reveal how Islamic commercial principles interact with practical market considerations to produce workable arrangements for managing vehicle defects. While the practices observed in Prenduan generally align with core Islamic principles regarding trust, negligence liability, and defect disclosure, they also demonstrate practical adaptations to market conditions, including shared responsibility for latent defects and extended broker involvement in post-sale dispute resolution. These adaptations support (Maurer 2014) contention that Islamic economic practices should be understood as dynamic interpretations of religious principles rather than rigid implementations of textual ideals.

Dispute Resolution Mechanisms

Our investigation of dispute resolution in Prenduan's vehicle transactions revealed a multi-layered approach that prioritizes informal community-based mechanisms while maintaining alignment with Islamic principles and the normative framework established in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022.

The predominant dispute resolution method observed was direct negotiation facilitated by the broker. All brokers interviewed reported that their first response to disputes—whether between themselves and vehicle owners or between buyers and sellers—was to convene face-to-face discussions aimed at reaching mutually acceptable solutions. A broker described this approach: “When problems arise, I bring everyone together to talk. Most issues can be resolved if people meet face-to-face and discuss honestly” (Participant B2). This practice aligns with the Islamic principle of *sulh* (amicable settlement) emphasized in classical jurisprudence (Mughni and Setiawan 2019) and reiterated in the fatwa's recommendation for “*musyawarah mufakat*” (consensus through deliberation) as the primary dispute resolution mechanism.

Community mediation represents the second layer of dispute resolution when direct negotiation proves insufficient. In approximately 70% of unresolved disputes, parties sought intervention from respected community figures, including religious leaders, village officials, or senior businesspeople known for their fairness. A vehicle owner explained: “If we couldn't agree directly, we would ask [local religious teacher] to help decide what's fair. His judgment carries weight because everyone respects him” (Participant O5). This practice corresponds to what Ostrom (2015) identifies as community governance mechanisms that emerge to resolve disputes where formal institutions are limited or inaccessible.

Notably absent from dispute resolution practices was recourse to formal religious or legal institutions. No participants reported utilizing the Badan Arbitrase Syariah Nasional (National Sharia Arbitration Board) or Pengadilan Agama (Religious Court)—the formal institutions mentioned in the fatwa for dispute resolution. When asked about this pattern, a religious authority explained: “Those formal institutions are for big businesses or complex cases. For vehicle sales in our village, local resolution is faster, cheaper, and maintains better relationships” (Participant R1). This observation

supports Lindsey and Steiner's (2012) analysis of legal pluralism in Indonesia, where formal and informal dispute resolution mechanisms coexist, with different mechanisms utilized based on dispute characteristics and community context.

The criteria guiding dispute resolution reflect a blend of Islamic principles and local customary norms. Approximately 80% of participants identified fairness ('adl) as the primary consideration in resolving disputes, followed by maintenance of community relationships (silaturahmi) (65%) and pragmatic resolution (55%). A broker articulated this hierarchy: "The most important thing is finding a fair solution according to Islamic principles. But we also consider preserving relationships and finding practical solutions that work for everyone" (Participant B1). This prioritization aligns with Islamic ethical principles emphasizing justice while acknowledging what Hefner (2003) identifies as the communal dimension of Islamic economic ethics, where maintaining social harmony represents an important value alongside strict justice.

Dispute resolution outcomes typically involved compromise rather than strict application of contractual terms. In observed cases where brokers failed to sell vehicles within agreed timeframes, for example, extensions were commonly granted rather than contract termination. Similarly, when post-sale defects emerged, parties typically negotiated shared repair costs rather than pursuing complete transaction reversal. A vehicle owner described this approach: "When my car developed engine problems shortly after sale, the broker helped negotiate a solution where I covered 60% of repairs and the buyer 40%. This was fair since the problem wasn't obvious to anyone beforehand" (Participant O6). This preference for negotiated compromise over strict contractual enforcement reflects what (Bin Yusuf 2010) identifies as the relational dimension of Islamic commercial ethics, where maintaining ongoing relationships often takes precedence over maximizing advantage in individual transactions.

The effectiveness of these informal dispute resolution mechanisms appears to derive from several factors. First, the small community context of Prenduan creates reputational incentives for fair dealing and reasonable compromise. Second, shared religious values provide common ethical reference points for evaluating fairness. Third, brokers' ongoing relationships with both buyers and sellers position them as effective mediators with incentives to maintain good relationships with all parties. As one broker explained: "I need to maintain my reputation with buyers and sellers. If I'm seen as unfair to either side, my business suffers" (Participant B3). This observation supports (Granovetter 2021) analysis of economic embeddedness, where ongoing social relationships create incentives for fair dealing that may exceed formal contractual requirements.

These findings on dispute resolution reveal important insights about how Islamic commercial principles function in practice. While the fatwa establishes formal religious institutions as authorized dispute resolution forums, actual market practices prioritize informal community-based mechanisms that nonetheless implement core

Islamic principles of fairness, mutual consent, and relationship preservation. This pattern suggests that Islamic market governance operates through multiple complementary mechanisms rather than exclusively through formal religious institutions—an observation that complicates simplistic understandings of how religious authority shapes economic behavior.

CONCLUSION

Our empirical investigation of Samsarah practices in Prenduan's vehicle market reveals a complex relationship between Islamic jurisprudential principles, formal regulatory frameworks, and actual market practices. While the core elements of Samsarah arrangements in Prenduan demonstrate substantial alignment with both classical Islamic jurisprudential principles and contemporary standards articulated in Fatwa DSN-MUI No. 151/DSN-MUI/VI/2022, they also exhibit important adaptations that reflect local market conditions, practical constraints, and community norms.

The predominantly verbal nature of brokerage contracts, despite satisfaction of substantive requirements for clarity and mutual consent, exemplifies how Islamic commercial practices may prioritize functional effectiveness over formal documentation requirements. Similarly, the extension of broker responsibility into post-sale dispute resolution demonstrates how reputation mechanisms and community relationships create incentives for conduct that exceeds minimal contractual obligations. These observations support Maurer's contention that Islamic economic practices should be understood as dynamic interpretations of religious principles rather than rigid implementations of textual ideals.

The findings also highlight how informal economic institutions complement formal regulatory frameworks in Islamic markets. While the DSN-MUI fatwa establishes normative standards for Samsarah arrangements, actual market governance relies heavily on reputation mechanisms, community mediation, and shared ethical understandings rather than formal enforcement structures. This pattern supports Lindsey's analysis of regulatory pluralism in Indonesian Islamic finance, where formal and informal governance mechanisms operate in complementary rather than mutually exclusive ways.

Perhaps most significantly, our analysis reveals how Islamic market practices incorporate ethical considerations that may exceed minimal religious requirements. The consistent pattern of broker compensation coming exclusively from sellers, despite religious permissibility of dual compensation, exemplifies how market practices may incorporate additional ethical safeguards beyond formal religious standards. Similarly, brokers' continued involvement in post-sale dispute resolution despite technical completion of their contractual role demonstrates how Islamic market ethics can extend beyond narrow contractual boundaries.

These findings contribute to theoretical understandings of Islamic financial intermediation by demonstrating the complex interplay between religious principles, market pragmatics, and community norms in shaping actual economic practices. They also offer practical insights for regulatory approaches to Islamic markets, suggesting that effective governance requires sensitivity to existing informal institutions rather than exclusive reliance on formal regulatory mechanisms.

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