



## Islamic Legal Governance and Urban Informality: Unauthorized Parking Practices under DSN-MUI Fatwa No. 112/2017 in Indonesia

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### ABSTRACT

Unauthorized parking practices in Pasar Minggu present significant challenges from the perspective of Islamic economic principles. These challenges arise from individuals who lack official legitimacy or formal authorization to provide parking services, yet continue to collect fees from vehicle users without lawful permits or clear contractual agreements. This study examines these practices through the framework of Islamic Economic Law, specifically employing the concepts of *ijārah* (service lease) and *ujrah* (remuneration). The research utilizes a qualitative methodology with a juridical-empirical approach, gathering data through field observations, in-depth interviews, and literature review. The findings indicate that parking operations at the site are conducted informally, lacking formal legal status, official attributes, clear land ownership, and defined security responsibilities. Under Islamic Economic Law, these practices fail to meet the pillars and conditions required for a valid *ijārah* contract as stipulated in DSN-MUI Fatwa No. 112/2017, due to elements of uncertainty (*gharar*), potential coercion (*ikrāh*), and the absence of legitimate authority over the land. Furthermore, these practices violate Law No. 22 of 2009 and Bandung City Regional Regulation No. 121 of 2022. The study recommends the establishment of a legal and transparent parking system to ensure legal certainty and advance public welfare (*maṣlahah*).

**Keywords:** *Unauthorized parking, Ijārah, Ujrah, Islamic Economic Law.*

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## INTRODUCTION

Social reality indicates that numerous economic interactions within society deviate from these established principles. A prominent example is the phenomenon of unauthorized parking in traditional markets, such as Pasar Minggu Cipadung Atas in Bandung. In this location, unregistered individuals provide parking services and collect fees without official authorization or clear contractual agreements with service users. This condition raises a fundamental question in Sharia economic law: can such practices be categorized as valid contracts (*akad*) under fiqh muamalah?

Examined from the perspective of fiqh muamalah, which is grounded in the concepts of *ijārah* (leasing/hiring) and *ujrah* (wages/fees), unauthorized parking practices are inseparable from several fundamental issues. Service users are often unaware of the responsible parties, official tariff rates, or the existence of vehicle security guarantees. The absence of clear consent, legitimate authority, and definite benefits potentially introduces elements of *gharar* (uncertainty), *ikrāh* (duress), and *tadlīs* (deception), which, under Islamic law, may render a contract void (*batil*). Furthermore, such practices contravene the principles of *‘adl* (justice) and *maṣlahah* (public interest), which ought to serve as the foundation for every economic transaction (Zuhdi, 2017).

Building upon this premise, this issue cannot be analyzed solely from a formal-legal perspective; rather, it necessitates an approach rooted in *maqāṣid al-sharī‘ah*—the primary objectives of Sharia, which encompass the preservation of faith (*dīn*), life (*nafs*), intellect (*‘aql*), progeny (*nasl*), and property (*māl*) (Masyhadi, 2025). This approach demands solutions that are both equitable and humanistic, ensuring legal certainty for service users while also addressing the economic livelihoods of parking workers. Consequently, a Sharia-compliant parking management system must balance these multifaceted interests while safeguarding overall social welfare.

Previous studies on parking practices within the framework of Islamic economic law can be classified according to their analytical orientations. First, several studies focus on formal contractual relationships in *ijārah*, emphasizing justice, legal certainty, and the fulfillment of rights and obligations between parties within established lease agreements (Aprilia, 2020). Second, a number of studies examine institutional legality and Sharia compliance in parking management systems, highlighting that parking operations conducted under recognized legal authority generally satisfy the pillars and conditions of *ijārah* contracts (Ihsani, 2024; Maini, 2025). Third, some studies adopt a normative-sociological perspective grounded in the concept of *maṣlahah*, arguing that parking services may generate social benefits and public convenience despite existing administrative or regulatory irregularities (Andriani & Diab, 2020). Fourth, conceptual and descriptive-analytical studies primarily explore contract typologies, wage arrangements, and service-based employment relationships in parking activities (Saputri, 2023; Koem, 2016). However, these studies tend to remain at the level of general Islamic legal principles and have not systematically assessed contractual validity through specific contemporary normative instruments, particularly the relevant

fatwas issued by the Indonesian National Sharia Council (*DSN-MUI*). This limitation leaves a significant gap in understanding how contemporary Sharia standards are applied to parking service transactions in practice.

Based on these findings, a significant research gap exists regarding normative testing that specifically references DSN-MUI Fatwas, as well as the integration of *fiqh muamalah* analysis with positive law within the context of unauthorized parking. To address this void, the current study examines unauthorized parking practices at Pasar Minggu Cipadung Atas, utilizing DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on the *ijārah* contract as its primary normative benchmark. This research moves beyond merely identifying the type of contract; it evaluates contractual validity by scrutinizing the essential pillars (*rukun*) and conditions (*shurut*), including the clarity of the contract object (*ma'qud 'alayh*), the transparency of fees (*ujrah*), the element of mutual consent (*'an tarādīn*), and the responsibility for asset protection (*hifdh al-māl*). Furthermore, the analysis of Sharia economic law is integrated with positive parking regulations to produce a more comprehensive and holistic evaluation.

Based on these findings, an evident research gap remains regarding normative evaluation, specifically regarding DSN-MUI Fatwas, as well as the integration of *fiqh muamalah* analysis and positive law within the context of unauthorized parking. To address this lacuna, this research examines unauthorized parking practices at Pasar Minggu Cipadung Atas based on DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 concerning the *ijārah* contract. This study does not merely identify the type of contract involved; it scrutinizes its legal validity through an examination of the essential pillars (*rukun*) and conditions (*shurut*), including the clarity of the contract object, the transparency of the *ujrah* (*fees*), the element of mutual consent, and the responsibility for asset safeguarding (*hifdh al-māl*). Furthermore, Sharia economic law analysis is synthesized with positive parking regulations to generate a more comprehensive and robust evaluation.

Within this framework, this research seeks to provide an in-depth analysis of unauthorized parking at Pasar Minggu Cipadung Atas as a socio-economic phenomenon with profound legal implications. Specifically, it examines and evaluates these practices from the perspective of Sharia economic law through a *fiqh muamalah* approach, while further scrutinizing the legal relationship between parking attendants and visitors based on the principles of *ijārah* (leasing/hiring) and *ujrah* (remuneration). Drawing on the aforementioned exposition, this study analyzes the phenomenon of unauthorized parking through the theoretical constructs of *ijārah* and *ujrah*, using Pasar Minggu Cipadung Atas in Bandung as the primary case study. The findings are expected to offer a significant scholarly contribution by fortifying the normative standards of the *ijārah* contract within public service practices. Furthermore, this research aims to serve as a pivotal reference for policymakers, academics, and the public in formulating a parking management system that is equitable, transparent, and harmonized with both Sharia principles and the requirements of legal certainty.

## **RESEARCH METHODOLOGY**

This study employs a qualitative approach with a juridical-empirical design to examine the provisions of Islamic economic law concerning *ijārah* and *ujrah*, as well as to analyze their implementation in unauthorized parking practices at Pasar Minggu Cipadung Atas, Bandung (A Kusumastuti, 2019). Data were collected through field observations, in-depth interviews, and a comprehensive literature review (Firmansyah and Dede, 2022). The study involved seven informants selected using purposive sampling, comprising parking service users, parking attendants, and land managers, in order to obtain diverse and comprehensive perspectives. Data analysis was conducted using a descriptive-analytical method, encompassing data reduction, categorization, data presentation, and conclusion drawing to assess the conformity of the observed practices with *ijārah* principles. The validity of the data was ensured through source triangulation to enhance the reliability and consistency of the findings (Jailani et al, 2024).

## **RESULT AND DISCUSSION**

### **The Practice of Unauthorized Parking (*Parkir Liar*) at Pasar Minggu Cipadung Atas, Bandung City**

The practice of unauthorized parking at Pasar Minggu Cipadung Atas, Bandung City, occurs routinely in conjunction with the weekly market activities held every Sunday. Based on field observations, the parking area is located on a vacant lot that is actually utilized as a parking space for market visitors. Parking activities commence at 05:00 WIB and conclude around 10:00 WIB, coinciding with the time traders begin to finish their sales activities. The highest parking intensity generally occurs between 08:00 and 09:00 WIB, when the number of market visitors increases significantly.

Parking management at the site is handled by two parking attendants. These attendants do not wear official vests, do not use whistles, and do not issue parking tickets to service users. The absence of such attributes and identification markers indicates that the ongoing parking practices are not part of an authorized system, thereby rendering them informal. Furthermore, there are no information boards or written notices indicating the legal status of parking management at the location.

During field research, the researcher encountered limited access to formal information on the land's ownership status, which was used as a parking area. Nevertheless, the researcher obtained statements from the local land administrator concerning the background of these parking practices, including operational rationales and management patterns. This information is a crucial component in understanding the context surrounding the emergence of these unauthorized parking practices.

The parking mechanism implemented is also simple in nature. The attendant does not actively direct visitors' vehicles to specific positions; instead, they only perform symbolic guarding by remaining around the parking area. Visitors park their vehicles independently without clear technical guidance. Payment is made when visitors are about to leave the parking area, rather than when they initially park. Additionally,

there is no disclosure of parking rates at the outset, nor is there any oral agreement between the attendant and the visitor before the service is used.

The findings from interviews with parking attendants indicate that parking practices are conducted informally, relying on local customs (*urf*) and community-based coordination without a structured system. Parking fees are not predetermined and depend on users' voluntary contributions, as reflected in the statement "*the tariff depends on willingness*", and there are no official tickets or written regulations. Moreover, no prior agreement exists between attendants and users, as acknowledged in the statement "*there is never an agreement at the beginning*", resulting in a spontaneous and unformalized legal relationship. This condition demonstrates that the *ujrah* (wage) element is not clearly determined at the outset and that the *ṣīghah* (offer and acceptance) element of the contract is not fulfilled. Additionally, the ambiguity surrounding the nature of the service provided whether it constitutes mere supervision or actual security guarantees indicates that the object of the contract (*ma'qūd 'alayh*) is not clearly defined. Consequently, these conditions give rise to elements of *gharar* (uncertainty) and suggest that the fundamental pillars and conditions of a valid *ijārah* contract are not satisfied under Islamic economic law.

From the visitors' perspective, the use of parking services is primarily driven by the lack of available alternatives and practical necessity rather than considerations of legal certainty or service quality. Informants stated that "*we still use it because there is no other option*", despite the absence of official tickets and the perception of suboptimal service. The absence of a prior agreement regarding tariffs and security guarantees creates uncertainty, particularly concerning the *ujrah* and the benefit received. Some visitors perceive the payment as a form of voluntary charity, as expressed in the statement "*this is more like alms*", while others admit paying due to social pressure or discomfort in refusing. This indicates that the principle of mutual consent (*tarāḍin*) is not fully realized and that elements of coercion (*ikrāh*) may be present, which in Islamic jurisprudence can undermine the validity of a contract. Therefore, from the users' perspective, the practice does not fulfill the essential conditions of a valid *ijārah* contract, particularly regarding the clarity of *ujrah*, the certainty of the benefit, and the presence of genuine mutual consent.

From the perspective of land management, parking activities take place on land owned by local residents and are utilized without formal agreements or clearly defined cooperation mechanisms. Informants stated that "*the land belongs to residents and is managed by the youth organization (Karang Taruna)*", without written authorization or structured profit-sharing arrangements. This condition indicates that neither the management nor the parking attendants possess legitimate authority over the object of the contract (*ma'qūd 'alayh*), whereas in an *ijārah* contract, the party leasing the benefit must have lawful ownership or permission over the object. The lack of clarity regarding land ownership and the absence of formal legal authorization result in the non-fulfillment of a critical contractual requirement, namely the legal capacity and authority over the contract object. Consequently, this practice potentially renders the contract

invalid from a Sharia perspective, as it fails to meet the requirement of lawful control or authorization over the leased benefit.

Based on interviews with visitors, the parking fee for two-wheeled vehicles is generally around Rp2,000. This parking area is used exclusively for motorcycles and does not serve four-wheeled vehicles. The fee is not strictly enforced by the attendant but depends on the visitors' habits and voluntariness. Consequently, parking payments are informal and are not based on fixed tariff regulations.

Regarding the status of the parking land, there is a lack of clarity concerning ownership. The parking attendant stated that they do not know for certain who owns the vacant lot used for parking. The land is utilized because it is considered unused during market activities. Meanwhile, interviews with market management revealed that the land does have an owner; however, there is no cooperation agreement, written permit, or profit-sharing mechanism between the parking operator and the landowner. This condition indicates that the utilization of the land for parking is conducted without a clear legal basis.

In terms of licensing, the attendant mentioned that the parking activities received permission from the local *karang taruna* (youth organization). However, this permission is informal and lacks written evidence. There is no clarity regarding the boundary of authority of the *karang taruna* in granting parking management permits; thus, the practice relies more on social habit than on formal legal provisions.

Visitor perceptions of this unauthorized parking practice show variation. Some visitors stated that payment is made as compensation for the service of guarding the vehicle. Others consider the payment a form of alms (*sedekah*) or a voluntary gift. However, some visitors admitted to paying because they felt compelled (*ikrāh*) or uncomfortable refusing, even though no clear agreement had been made beforehand. This suggests that the aspect of mutual consent (*tarāḍin*) in unauthorized parking practices is not fully or consistently fulfilled.

Responsibility for vehicle security is ambiguous. The attendant stated that the responsibility for any loss or damage to vehicles lies with the market management. Conversely, some visitors do not know for certain which party is responsible should such risks occur. The lack of clarity regarding responsibility reflects the limited protection of visitors' rights as users of the parking service.

In summary, the practice of unauthorized parking at Pasar Minggu Cipadung Atas occurs routinely with unstructured management, lacking formal legality, clear land status, and explicit agreements regarding tariffs and responsibilities. This empirical overview provides a foundation for further analysis from the perspective of Sharia economic law, particularly concerning the clarity of the contract (*'aqd*) and the validity of the legal relationship between the parking attendant and the visitor.

### **Sharia Economic Law Perspectives on Unauthorized Parking: Contractual Clarity ('*Aqd*') and Informal Practices in Bandung**

The unauthorized parking practices occurring at Pasar Minggu Cipadung Atas indicate an economic relationship between parking attendants and visitors that substantially resembles a service-based *ijarah* contract (Ayu, 2021). In this context, the attendant provides benefits in the form of vehicle security services and parking space, while the visitor provides compensation in the form of a monetary sum. Nevertheless, the validity of this relationship must be further examined in light of the provisions of Sharia economic law and positive law in Indonesia.

Sharia economic law defines an *ijarah* contract as a contract for the transfer of benefits over goods or services in exchange for compensation (*ujrah*) based on the agreement of the parties (Hudafi, 2021). This provision is reaffirmed in the DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 concerning *Ijarah* Contracts, which states that an *ijarah* contract must fulfill certain pillars (*rukun*) and conditions (*shurūt*), including legally competent parties, a clear object of the contract (*ma'qūd 'alayh*), an *ujrah* that is known with certainty, and the existence of mutual consent (*tarāḍin*) between the parties (DSN MUI, 2017). If any of these elements are not met, the *ijarah* contract is deemed invalid under Sharia.

From the perspective of the contract's subjects, the attendant and the visitor have engaged in an economic interaction. However, in cases of unauthorized parking, the attendant lacks clear authority over the parking area. The DSN-MUI Fatwa No. 112/2017 emphasizes that the party leasing the benefit must possess valid rights or permits over the object of the contract. The ambiguity of the land ownership status and the absence of an agreement with the landowner result in a lack of Sharia legitimacy to lease the benefits of the parking space, rendering the *ijarah* contract defective from the perspective of the legal subject.

The object of the contract (*ma'qūd 'alayh*) in unauthorized parking practices shows that the benefits of the services provided are not clearly determined. The attendant only performs symbolic guarding, with no guarantee of vehicle security. DSN-MUI Fatwa No. 112/2017 requires that the object of an *ijarah* contract must be a clear benefit, capable of being delivered, and free from elements of *gharar* (uncertainty). The lack of clarity regarding the form of benefit received by the visitor, whether as land rental or security services, indicates an element of *gharar* that can invalidate the contract according to Sharia economic law.

The aspect of *ujrah* in unauthorized parking practices also contradicts Sharia provisions. In practice, there is no clear determination of parking tariffs from the outset, and payments are made voluntarily in accordance with social custom. In contrast, DSN-MUI Fatwa No. 112/2017 explicitly states that *ujrah* must be known with certainty and agreed upon at the time the contract is entered into. The uncertainty regarding the amount of *ujrah* has the potential to cause disputes and demonstrates the failure to meet one of the valid conditions of an *ijarah* contract.

The aspect of mutual consent (*'an tarāḍin minkum*) in unauthorized parking is not optimally fulfilled. Some visitors make payments not out of full willingness, but because they feel compelled or uncomfortable about refusing. From the perspective of Sharia economic law, a contract entered into under conditions of coercion (*ikrāh*) contradicts the principles of justice and voluntariness that underpin Islamic muamalah (Mufid, 2021). Thus, unauthorized parking practices do not reflect a Sharia-compliant *ijarah* contract.

The fulfillment of responsibility and trust (*amānah*) in unauthorized parking has not been clearly implemented. Attendants do not provide certainty regarding the party responsible in the event of loss or damage to the vehicle. Yet, in a service *ijarah* contract, the service provider is obligated to maintain the trust in accordance with the promised benefit. This lack of clear responsibility contradicts the principle of property protection (*hiḍ al-māl*) within the *maqāṣid al-syarī'ah* (Ainurrochmah, 2025).

When viewed from positive law in Indonesia, unauthorized parking practices are also inconsistent with statutory regulations. Law Number 22 of 2009 concerning Traffic and Road Transportation stipulates that parking facilities must be provided in an orderly manner, must possess a permit, and must not interfere with road functions (Indonesia, 2009). Furthermore, regional parking management is further regulated by Regional Regulation (PERDA) Number 121 of 2022 concerning Off-Street Parking Management, which requires official permits, the determination of tariffs, and the provision of clarity by the manager (Peraturan Wali Kota, 2022). Unauthorized parking practices that utilize land without permits and without clear tariff determinations contradict the principles of legal certainty and public order as regulated in positive law.

Accordingly, from both the perspective of Sharia economic law and positive law in Indonesia, unauthorized parking practices at Pasar Minggu Cipadung Atas do not meet the prevailing provisions. The lack of clarity regarding the contract, authority over the land, *ujrah*, mutual consent, and legal responsibility indicates that these practices may cause injustice and harm to one of the parties. Therefore, it is necessary to organize a parking system that is legal, transparent, and in accordance with Sharia principles and statutory regulations to create legal certainty and welfare (*maslahah*) for the community.

### **Contractual Relationships in Unauthorized Parking: An Analysis of Ijarah and Ujrah in Sharia Economic Law**

The relationship between parking attendants and visitors in unauthorized parking practices can be analyzed using the concept of the *ijarah* contract in Sharia economic law. In the context of parking, the provided benefit should consist of parking land or vehicle security services, while the *ujrah* consists of the parking fee paid by the visitor. However, in cases of unauthorized parking, discrepancies are frequently found regarding the requirements for a valid *ijarah* contract under Sharia.

One of the primary issues in unauthorized parking practices is the lack of clarity regarding the status of the parking land (Yuliarso, 2024). Based on landowner interview

guides, the land used for parking often lacks official permits and, in several cases, is used without written agreements. In Sharia economic law, the party leasing the benefit must possess the right or authority over the object of the contract (*ma'qūd 'alayh*) (Mukaromah, 2021). If the parking attendant does not hold rights to the land or has not obtained valid permission from the landowner, they are not authorized to lease the land's benefits to visitors. This condition renders the resulting *ijarah* contract invalid under Sharia.

The practice of unauthorized parking occurring at Pasar Minggu Cipadung Atas indicates an economic relationship that substantially resembles an *ijarah* contract, specifically *ijarah* for services. In this context, the benefit provided by the attendant includes assisting in parking the vehicle, guarding it, and helping the visitor when exiting the parking area. In return, the visitor provides a sum of money to the attendant.

Interview results indicate that this relationship is not built upon a clear contractual agreement (*'aqd*). Most visitors stated that there was never an oral or written agreement regarding parking tariffs or security responsibilities before the vehicle was parked. This condition demonstrates that the *ijarah* contract, which should be based on clarity and mutual consent, is not fully met. From the perspective of Sharia economic law, contractual clarity is a vital requirement to avoid elements of uncertainty (*gharar*) and injustice.

Land ownership and control, based on interviews with parking attendants, show that the land used is not the private property of the attendant but belongs to another party, and its management involves community elements such as the karang taruna and the local "RW" (community unit). In Sharia economic law, the party leasing the benefit must have valid rights or permits over the object of the contract (Hudafi, 2021). If the attendant lacks full authority over the land or if the management is not based on official permits, the *ijarah* contract conducted with visitors becomes problematic in terms of the object of the contract (*ma'qūd 'alayh*).

Another issue that arises is the lack of clarity regarding *ujrah*. Based on information from attendants and visitors, there is no strictly determined parking tariff. Visitors pay "sincerely" (*seikhlasnya*) with varying nominal amounts, such as Rp1,000 or Rp2,000, and in some cases do not pay at all. In an *ijarah* contract, the *ujrah* must be clearly known from the start to prevent disputes. The uncertainty of the amount of *ujrah* in these unauthorized parking practices indicates the presence of *gharar*, which can affect the validity of the contract according to Sharia economic law (Munawarah, 2024).

Some visitors admitted feeling compelled to pay for parking out of concern for vehicle security or to avoid conflict with the attendant. This condition shows that the principle of mutual consent (*'an tarāḍin minkum*) is not fully met. In Islamic muamalah, transactions carried out under duress can diminish the values of justice and voluntariness that serve as the basis for a valid contract (Taufiq, 2023). Therefore, the relationship between attendants and visitors in unauthorized parking does not fully reflect the ideal *ijarah* contract as defined by Sharia.

Unauthorized parking practices also exhibit ambiguity in the aspect of responsibility (*amānah*). Attendants state that responsibility for vehicle loss or damage lies with "management," while many visitors do not know which party is truly responsible if a loss occurs. In a service-based *ijarah* contract, the service provider has an obligation to maintain the trust (*amānah*) in accordance with the agreement (Roficoh, 2018). This lack of clarity regarding the responsible party reflects weak protection of visitor's rights and contradicts the principle of justice in Sharia economic law.

Field findings show that some visitors view parking payments not as wages for a service but as alms (*sedekah*) or a voluntary gift. This perception arises from suboptimal service and the lack of contractual certainty. From a Sharia perspective, if a payment is intended as *sedekah*, it cannot be categorized as *ujrah* within an *ijarah* contract (Solihah, 2017). This further confirms that the legal relationship in unauthorized parking is blurred and lacks a strong contractual foundation.

Based on the description above, unauthorized parking practices at Pasar Minggu Cipadung Atas do not comply with the principles of *ijarah* and *ujrah* contracts in Sharia economic law. The lack of land status clarity, the absence of a contractual agreement, the uncertainty of *ujrah*, and the weakness of the *amānah* and responsibility aspects render the relationship informal and potentially invalid under Sharia. Therefore, a more orderly, transparent, and Sharia-compliant parking system is needed to create justice, legal certainty, and welfare (*maslahah*) for all parties.

## CONCLUSION

The practice of unauthorized parking (*parkir liar*) at Pasar Minggu Cipadung Atas, Bandung City, is carried out routinely through informal, unstructured management. This condition is characterized by a lack of formal legality, ambiguity regarding land ownership and control, the absence of fixed parking tariffs, and the lack of a clear contractual agreement (*'aqd*) between the parking attendant and the visitor. The resulting economic relationship fails to provide legal certainty regarding the contract's object, the amount of compensation, or the party responsible for vehicle security, thereby potentially harming one of the parties. From the perspective of Sharia economic law and positive law in Indonesia, these unauthorized parking practices do not comply with prevailing regulations. In Sharia economic law, this practice fails to meet the pillars (*rukun*) and conditions for a valid *ijarah* contract as stipulated in the DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017, specifically regarding the clarity of the *ma'qūd 'alayh*, the *ujrah*, the mutual consent of the parties (*'an tarāḍin minkum*), and the fulfillment of the principles of *amānah* and the protection of property (*ḥifẓ al-māl*). Simultaneously, from the perspective of positive law, unauthorized parking violates statutory provisions governing the provision of parking services. Consequently, there is an urgent need to organize a legal, transparent parking system that aligns with Sharia principles and positive law to realize legal certainty and public welfare (*maslahah*) for the community.

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