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Mapping the Anatomy of Akad: An Integrated Typology in Islamic Commercial Law (Fiqh Muamalah)

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Abstrak: Penelitian ini mengkaji klasifikasi akad dalam hukum komersial Islam (fikih muamalah), sebuah konsep fundamental dalam menyusun transaksi ekonomi yang sah di kalangan umat Islam. Permasalahan yang diangkat adalah adanya fragmentasi tipologi akad dalam literatur fikih klasik maupun kontemporer, yang sering kali menyulitkan mahasiswa dan praktisi untuk memperoleh gambaran yang koheren dan terintegrasi mengenai kategorisasi akad. Pertanyaan penelitian yang memandu studi ini adalah: apa saja dasar utama yang digunakan oleh para ulama fikih untuk mengklasifikasikan akad, dan bagaimana klasifikasi tersebut berkaitan dengan keabsahan, tujuan, bentuk, serta waktu pelaksanaan transaksi? Dengan menggunakan metode penelitian kualitatif berbasis studi pustaka dan pendekatan deskriptif-analitis, data dihimpun dari teks-teks fikih klasik serta kajian fikih muamalah kontemporer di Indonesia, kemudian dianalisis melalui teknik analisis isi. Hasil penelitian menunjukkan bahwa akad dapat diklasifikasikan berdasarkan empat kerangka utama: (1) karakteristik, yang membedakan antara akad *sahih* (sah), *fasid* (cacat), dan *batil* (batal); (2) tujuan dan dampak, yang memisahkan akad *tabarru'* (bersifat sosial/derma) dari akad *mu'awadhah* (komutatif/pertukaran), serta akad yang mengikat *(lazim)* dan tidak mengikat *(ghair lazim)*; (3) bentuk fisik dan non-fisik, yang membedakan antara *'ainiyah* (akad riil yang mensyaratkan penyerahan objek) dan *radha'iyyah* (akad yang semata-mata didasarkan pada konsensus); dan (4) waktu pelaksanaan, yang memisahkan

Katakunci: Akad; Fiqih Muamalah; Klasifikasi Kontrak; Hukum Dagang Islam; tabarru'; Mu'awadhah

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akad *fauriyah* (seketika) dari akad *mustamirrah* (berkelanjutan). Klasifikasi-klasifikasi ini tidak bersifat saling meniadakan *(mutually exclusive)*, sehingga satu akad dapat sekaligus termasuk dalam beberapa tipologi secara bersamaan. Studi ini menyimpulkan bahwa pemahaman yang jelas mengenai klasifikasi akad memperkuat landasan teoretis maupun penerapan praktis hukum ekonomi Islam, khususnya dalam perancangan dan analisis produk keuangan syariah kontemporer

Abstract: This study examines the classification of contracts (akad) in Islamic commercial law (fiqh muamalah), a foundational concept for structuring lawful economic transactions among Muslims. The research problem addressed is the fragmentation of akad typologies across classical and contemporary fiqh literature, which often makes it difficult for students and practitioners to obtain a coherent, integrated picture of how contracts are categorized. The research questions guiding this study are: what are the principal bases used by fiqh scholars to classify akad, and how do these classifications relate to the validity, purpose, form, and temporal execution of a transaction? Using a qualitative, library-based (kepustakaan) research method with a descriptive-analytical approach, data were drawn from classical fiqh texts and contemporary Indonesian fiqh muamalah scholarship, then analyzed through content analysis. The findings show that akad can be classified according to four major frameworks: (1) characteristics, distinguishing shahih (valid), fasid (defective), and batil (void) contracts; (2) purpose and impact, separating tabarru' (charitable/gratuitous) contracts from mu'awadhah (commutative/exchange) contracts, as well as binding (lazim) and non-binding (ghair lazim) contracts; (3) physical and non-physical form, distinguishing 'ainiyah (real contracts requiring delivery of the object) from radha'iyyah (purely consensual contracts); and (4) time of implementation, separating fauriyah

Keywords: Akad; Fiqh Muamalah; Contract Classification; Islamic Commercial Law; Tabarru'; Mu'awadhah

(instantaneous) contracts from mustamirrah (continuing) contracts. These classifications are not mutually exclusive, and a single akad may simultaneously belong to several typologies at once. The study concludes that a clear grasp of akad classification strengthens both the theoretical foundation and the practical application of Islamic economic law, particularly in the design and analysis of contemporary sharia financial products.

INTRODUCTION

Contracts (akad) occupy a central position in Islamic commercial law (fiqh muamalah), functioning as the legal mechanism through which rights and obligations are created, transferred, and extinguished between parties to a transaction. Every economic exchange recognized by Islamic law, from a simple sale to a complex partnership or financing arrangement, is built upon the foundation of a valid akad. The problem this study addresses is that discussions of akad classification are scattered across classical fiqh texts and contemporary Indonesian fiqh muamalah literature, each of which tends to emphasize a particular typology without situating it within a broader, integrated map. As a result, students and practitioners of Islamic economics frequently encounter difficulty when they must decide which classificatory lens is relevant to a given contract, or how multiple classifications interact with one another in a single transaction.

The importance of this issue lies in the practical consequences that follow from correctly classifying an akad. The characteristic-based classification determines whether a contract produces legal effect at all; the purpose-and-impact classification determines whether a party may unilaterally cancel the

contract or must honor it as binding; the physical/non-physical classification determines whether transfer of possession is a condition for the contract's completion; and the time-based classification determines how obligations are distributed across the duration of the transaction. Misclassifying an akad, or overlooking one of these dimensions, can lead to erroneous conclusions about the validity, enforceability, or sharia-compliance of a financial product, with direct implications for contemporary Islamic banking and finance practice.

Several strands of literature review inform this study. Classical fiqh scholarship, represented among others by the encyclopedic treatment of contracts in al-Fiqh al-Islami wa Adillatuhu, distinguishes akad primarily according to validity (shahih, fasid, and batil) and according to whether a contract is binding (lazim) or revocable (ghair lazim).

This classical foundation continues to shape how fiqh is positioned within Indonesia's national legal system, where the study of fiqh has undergone its own historical periodization since independence, moving from a largely normative, textual orientation toward a discipline that is increasingly read alongside positive law and contemporary economic practice.[1] Understanding this periodization matters for the present study, because the typologies discussed later in this article are themselves products of an evolving methodological tradition within usul al-fiqh, one that has continued to be

[1]Zulhamdi Zulhamdi, "Kedudukan Fiqh Di Indonesia Pasca Kemerdekaan," At-Tafkir 11, no. 1 (2018): 1-30, https://doi.org/10.32505/at.v11i1.526.

reconstructed and re-periodized by contemporary scholarship rather than fixed once and for all in the classical era.[2]

Indonesian fiqh muamalah textbooks, meanwhile, have elaborated further typologies relevant to teaching and applied Islamic economics, including the separation of contracts by purpose into tabarru' and mu'awadhah categories, by form into 'ainiyah (real) and radha'iyyah (consensual) contracts, and by time of execution into fauriyah (instantaneous) and mustamirrah (continuing) contracts. Building on this body of literature, the present study seeks to integrate these various bases of classification into a single, coherent conceptual framework, and to clarify how the four dimensions named in the title of this article, characteristics, purpose and impact, physical and non-physical form, and time of implementation, relate to one another.

METHODS

This study employs a qualitative research method with a library-based (kepustakaan) design and a descriptive-analytical approach. The object of research is conceptual: the various typologies used by fiqh scholars to classify akad in Islamic commercial law, rather than an empirical population or sample of human subjects. Data were collected through documentary study of classical and contemporary fiqh muamalah literature, including classical works of comparative fiqh, Indonesian fiqh muamalah textbooks widely used in higher education, and peer-reviewed journal articles discussing akad and sharia contract law. Primary data consist of the classification schemes described directly in these sources, while secondary data consist of

[2]Zulhamdi Zulhamdi, "Periodisasi Perkembangan Ushul Fiqh," At-Tafkir 11, no. 2 (2018): 62-77, https://doi.org/10.32505/at.v11i2.735.

commentary, examples, and contemporary applications discussed by later scholars. Data analysis techniques followed a qualitative content-analysis procedure: (1) identifying every classificatory basis for akad mentioned across the collected sources; (2) grouping these bases into major categories where the same underlying criterion recurred under different labels; (3) comparing definitions and illustrative examples across sources to resolve terminological variation; and (4) synthesizing the findings into an integrated framework, followed by discussion of how the four classificatory dimensions intersect in practice.

RESULTS AND DISCUSSION

Classification Based on Characteristics

The most fundamental classification of akad in fiqh muamalah concerns its validity, that is, whether the contract satisfies the pillars (rukun) and conditions (syarat) required for it to produce legal effect. Under this classification, three categories are recognized.

First, akad shahih (valid contract) is one that fulfills all pillars and conditions established by sharia, so that it produces its intended legal consequences immediately and is binding on the parties.[3] Second, akad fasid (defective contract) is one that fulfills the essential pillars of the contract but is deficient in one or more of its accompanying conditions, for example a sale in which the price is not clearly determined; jurists differ on the precise legal consequence of a fasid contract, though the Hanafi school treats it as capable of producing limited effect once the defect is remedied, while other schools

[3]Wahbah al-Zuhaili, al-Fiqh al-Islami wa Adillatuhu (Damascus: Dar al-Fikr, 1985), 29-34.

tend to equate it with a void contract.[4] Third, akad batil (void contract) is one that fails to fulfill an essential pillar of the contract altogether, for instance a sale of an object that does not exist or that is not owned by the seller; such a contract produces no legal effect whatsoever and confers no rights on either party.

This tripartite classification matters because it determines the starting point for analyzing any transaction: before a contract can be examined from any other angle, it must first be established that the contract is at minimum valid, since a void contract cannot meaningfully be discussed in terms of its purpose, form, or duration.

Classification Based on Purpose and Impact

Viewed from the purpose it serves and the legal impact it produces, akad may be divided into tabarru' contracts and mu'awadhah contracts. Akad tabarru' are contracts of charitable or gratuitous nature, intended to help another party without seeking material return; examples include qardh (benevolent loan), hibah (gift), wakalah (agency) when performed without a fee, and kafalah (guarantee).[5] Akad mu'awadhah, by contrast, are commutative or exchange contracts, in which each party gives something and expects a counter-value in return, such as bai' (sale), ijarah (lease), and musyarakah (partnership) undertaken for profit.

[4]Nasrun Haroen, Fiqh Muamalah (Jakarta: Gaya Media Pratama, 2007), 97-101.

[5]Ghufron A. Mas'adi, Fiqh Muamalah Kontekstual (Jakarta: RajaGrafindo Persada, 2002), 76-82.

A related sub-classification under the purpose-and-impact dimension distinguishes binding (lazim) contracts from non-binding (ghair lazim) contracts. A lazim contract cannot be unilaterally cancelled by either party once concluded, except by mutual consent or for a legally recognized cause, as in most sale contracts. A ghair lazim contract, on the other hand, permits one or both parties to rescind the agreement without the other party's consent, as in wakalah or wadi'ah (safekeeping), reflecting the fact that such contracts are established primarily for the benefit of one party and therefore do not bind that party to continue the arrangement against their will.

The significance of this classification for contemporary Islamic finance is considerable: a financing product built on a tabarru'-based contract, such as the mutual-help mechanism used in Islamic insurance (takaful), cannot legitimately be structured to generate a fixed commercial profit for the fund manager without converting its character, whereas a product built on a mu'awadhah contract is expected to generate profit as its very purpose. Contemporary studies of Indonesian sharia banking practice illustrate how mu'awadhah contracts are actually operationalized in the field, for instance in the way murabahah sale financing is structured so that the bank's profit margin is disclosed and agreed upon at the outset,[6] and in the way ijarah lease financing distinguishes an ordinary operating lease from ijarah muntahiya bi

[6]Muhammad Ikbal and Chaliddin, "Akad Murabahah dalam Islam," Al-Hiwalah: Journal Syariah Economic Law 1, no. 2 (2022): 143-156, https://doi.org/10.47766/alhiwalah.v1i2.896.

al-tamlik, a lease that ends with transfer of ownership, each carrying different consequences for how the purpose-and-impact classification is applied.[7]

Classification Based on Physical and Non-Physical Form

A further classification distinguishes akad according to whether completion of the contract requires the physical delivery of an object. Akad 'ainiyah (real contracts) are contracts that are perfected only once the object of the contract is physically handed over, in addition to the offer and acceptance; classical examples include qardh, hibah, wadi'ah, and 'ariyah (loan for use), where mere agreement between the parties is not sufficient to complete the transaction, and actual delivery of the object is a condition of the contract itself.[8] Akad radha'iyyah (consensual contracts), by contrast, are perfected through the mere meeting of offer and acceptance (ijab-qabul) between the parties, without requiring the object's physical delivery as a condition for the contract's legal completion; delivery in such contracts is treated as an obligation arising from the contract rather than a condition for the contract to exist, as in most sale and lease contracts.

This distinction has practical bearing on determining the exact moment at which ownership or benefit is transferred, and consequently on determining the point at which risk of loss shifts from one party to the other, a question of considerable importance in modern warehousing, custody, and financing arrangements structured along sharia lines.

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[7]Dara Fitriani and Nazaruddin, "Ijarah dalam Sistem Perbankan Syariah," Al-Hiwalah: Journal Syariah Economic Law 1, no. 1 (2022): 37-52, https://doi.org/10.47766/alhiwalah.v1i1.895.

[8]Rachmat Syafei, Fiqh Muamalah (Bandung: Pustaka Setia, 2001), 51-56.

Classification Based on Time of Implementation

Finally, akad may be classified according to the time frame within which the rights and obligations they create are executed. Akad fauriyah (instantaneous contracts) are contracts whose performance is completed at once, at or immediately after the moment the contract is concluded, such as an ordinary cash sale.[9] Akad mustamirrah (continuing contracts), sometimes also referred to as akad zamaniyyah, are contracts whose performance extends over a period of time, so that the rights and obligations of the parties recur or continue throughout that period, such as ijarah (lease), musyarakah (partnership), and mudharabah (profit-sharing investment).

A closely related distinction separates akad munjizah (immediately effective contracts), which take legal effect as soon as they are concluded, from akad mu'allaqah or mudhafah ila al-mustaqbal (contracts made contingent upon a future condition or deferred to a future time), the validity of which is a matter of juristic discussion, since Islamic law generally disfavors excessive uncertainty (gharar) arising from unclear future conditions attached to a contract's core pillars, while permitting such conditions in ancillary matters.

Salam (advance-payment sale) offers an instructive illustration of how the time-based classification must be applied with care: payment is made in full at the time the contract is concluded, while delivery of the object is deferred to a specified future date, so that the contract is fauriyah with respect to payment yet time-differentiated with respect to delivery. A study of salam-style advance-payment practice in Indonesian online shopping platforms found that

[9]Hendi Suhendi, Fiqh Muamalah (Jakarta: RajaGrafindo Persada, 2002), 46-49.

many transactions replicate this structure even without the parties consciously invoking classical salam terminology, underscoring how digital commerce has reproduced, and in some respects strained, this classical time-based category.[10]

The time-based classification is particularly relevant for contemporary Islamic financial products with extended tenors, such as multi-year ijarah leases or mudharabah-based investment accounts, where the continuing nature of the akad requires ongoing compliance monitoring throughout the life of the contract rather than a single point-in-time validity check.

Interrelation Among the Four Classifications

The four classifications discussed above are not mutually exclusive but instead intersect within any single akad. A murabahah financing contract, for example, is at once (assuming it satisfies its pillars and conditions) a shahih contract under the characteristic-based classification, a mu'awadhah and lazim contract under the purpose-and-impact classification, a radha'iyyah contract under the physical/non-physical classification (since it is perfected through offer and acceptance, with delivery following as an obligation), and typically a fauriyah contract in terms of the sale itself, even though payment may be deferred or installmentized. Field-oriented studies of murabahah implementation in Indonesian sharia banking confirm precisely this layering, showing how a single murabahah agreement is simultaneously assessed by

[10]Zulhamdi Zulhamdi, "Jual Beli Salam (Suatu Kajian Praktek Jual Beli Online Shopee)," Syarah: Jurnal Hukum Islam & Ekonomi 11, no. 1 (2022): 1-19.

practitioners against its validity, its commutative purpose, its consensual form, and the timing of its payment schedule.[11]

Recognizing that a single transaction can simultaneously be located within several typologies is essential for sound sharia analysis of contemporary financial products, because compliance failures often arise precisely at the intersection of these dimensions, for instance when a contract intended to be tabarru' in purpose is structured in a way that generates a disguised commercial profit, or when a contract intended to be radha'iyyah is treated as though physical delivery were unnecessary even in circumstances where sharia requires it.

CONCLUSION

This study set out to map how contracts (akad) are classified within Islamic commercial law (fiqh muamalah) and to integrate the various bases used across classical and contemporary literature into a single coherent framework. The findings indicate that akad can be classified along four principal dimensions: characteristics (shahih, fasid, and batil), purpose and impact (tabarru' versus mu'awadhah, and lazim versus ghair lazim), physical and non-physical form ('ainiyah versus radha'iyyah), and time of implementation (fauriyah versus mustamirrah).

These classifications operate simultaneously rather than in isolation, and a single akad typically occupies a specific position within each of the four dimensions at once. In practice, this integrated understanding can be applied

[11]Muhammadiah and Zulhamdi Zulhamdi, "Implementasi Murabahah Pada Perbankan Syariah," Al-Hiwalah: Journal Syariah Economic Law 1, no. 1 (2022): 53-74.

to strengthen the sharia review process for Islamic financial products, by ensuring that a product's structure is examined against all four dimensions rather than a single classificatory lens. Further research is recommended to examine how this integrated classification framework applies to hybrid contracts (akad murakkab), which combine two or more underlying akad and therefore may straddle more than one category within each dimension, an area of growing importance as Islamic financial institutions continue to innovate new product structures.

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