



Analysis of the Implementation of the Syirkah Contract on Nia Fiqih Muamalah Cake from the Perspective of Gowa Regency, South Sulawesi Province

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Abstract

The research investigates the implementation of the syirkah contract at Nia Cake in Gowa Regency, South Sulawesi, focusing on its mechanisms, obstacles, and perspectives from muamalah fiqh. Using a qualitative descriptive approach, data was collected through observations, interviews with managers and capital providers, and documentation from Islamic economics experts. Primary data stemmed from field research, while secondary data supported the findings. The study reveals that the syirkah contract begins with both oral and written agreements. The manager educates capital owners about the contract, agreeing on a 50% profit-sharing model, with losses shared equally. All terms are documented in a formal investment agreement. Trust is emphasized as a core principle among partners. From the muamalah fiqh perspective, two types of contracts are utilized: syirkah mudharabah and syirkah inan, both compliant with sharia law. However, challenges persist in educating potential non-Muslim investors about syirkah concepts and finding suitable capital providers. Additionally, the absence of a halal certificate for products complicates matters. The implications of this research suggest that it enhances understanding of syirkah mechanisms within small and medium enterprises (SMEs) and offers practical recommendations for businesses to adopt syirkah contracts to improve access to capital and foster economic growth while raising awareness of Islamic economic principles.

1. Introduction

The phenomenon of Islamic economics in Indonesia in the last fifteen years has experienced significant development both at the theoretical and practical levels. (Nurhadi, 2022) This is marked by the many institutions founded on Islamic principles. Apart from academics, practitioners and entrepreneurs are also interested in improving and implementing an Islamic economic system that is in accordance with the principles permitted in running their business (Suryani, 2012). In line with the increasing spirit of awareness among Muslims to implement the Shari'a, especially in realizing collective prosperity and benefit, to make this happen is carried out by pursuing all forms of economic activity (Fauzia, 2018). One effort that can be made is to collaborate with other people to increase business capital, especially if the business capital you have is still lacking. Meanwhile, for those who have the skills and opportunity to do business but are constrained by limited capital or ability, they

can collaborate with other individuals who have excess funds or the required expertise. So this is what is called syirkah or cooperation in the form of capital or management skills. Shirkah or cooperation in the form of capital or expertise is the right solution to manage a business effectively.

Islamic economists emphasize that syirkah plays a very important role in the economic growth of society. One study shows that economic stagnation often occurs because capital owners are unable to manage their own capital or vice versa, namely having the ability to manage capital but not having the capital itself (Mufidah, 2022). Therefore, this problem can be solved by the presence of a syirkah system which is justified to be practiced by Sharia or Islamic religious teachings. According to the theory of forms of cooperation, syirkah consists of two types, namely syirkah al-amlak and syirkah al-uqud. Furthermore, this syirkah is divided into five parts, namely syirkah inan, syirkah abdan, syirkah mudharabah, syirkah



wujud and syirkah mufawadhah (Saripudin, 2018).

The Qur'an explains that as human beings it is appropriate to always help each other in goodness and piety (Sugesti, 2019) including in prayer. Please help (syirkah) is a sharing and hope that a Muslim must have a cooperative character and have values that can be useful for business partners in relationships between humans and other humans or with fellow Muslims (Sudarto, 2022)

The National Sharia Council (DSN) as part of the Indonesian Ulema Council (MUI) has issued MUI fatwa No.114/DSN-MUI/IX/2017 to provide a sense of security for all parties who will and are related to the practice of syirkah. In this fatwa, everything related to syirkah has been discussed, starting from general provisions, legal provisions and forms of syirkah, provisions for contract sighat, provisions for the parties, provisionsra's al-mal, revenue sharing ratio provisions, business activity provisions, profit provisions (to you), loss (al-khasarah) and its distribution as well as terms of activities and products.

Muslims as business actors in carrying out activities, especially business, should carry out them in accordance with Islamic law as a whole. As per syirkah in its rules, the profit sharing ratio is given based on the proportion of capital contributed and losses are borne jointly. Apart from that, the capital included is in the form of money, even though it is in the form of objects, the value of the object must be calculated. However, reality reveals that there are activities of business actors who do not carry out the syirkah contract in accordance with its provisions. Some evidence, such as the implementation of the syirkah agreement in the chicken farming partnership in Brokoh Village, reveals that the loss is only borne by one party while the other party, namely the company, does not want to bear the loss (Fitri, 2021). The same thing also happens in the profit sharing cooperation agreement in the Vaname Shrimp cultivation business in the Province East Java where the profits are divided not according to the percentage of capital of each sharia (Qori,

2020). This shows that there are still business actors who do not carry out syirkah practices in accordance with sharia based on the contracts they have determined before running the joint business.

Nia Cake is one of the MSMEs located on Jl. Andi Tonro, Gowa Regency, South Sulawesi Province. This shop has a focus on the fieldbakery or contemporary cakes and drinks which are carried out using the syirkah contract. One of the users of the Instagram social media platform on behalf of @Ulfaidin.hamja uploaded a photo of a syirkah certificate made by Nia Cake, Gowa Regency, South Sulawesi Province. Based on this data, researchers searched for information regarding the validity of the uploaded photos by confirming it with the account owner and General Manager Nia Cake. Researchers communicated online with the two parties and the General Manager confirmed that there was a syirkah certificate given to the owner of the Instagram account. Based on the findings of this data, it shows that Nia Cake really practices the Syirkah Contract.

The implementation of the business cooperation agreement or syirkah contract carried out by Nia Cake, Gowa Regency, based on initial observations, one of the investors said that the contract used for its implementation was more likely to be a syirkah mudharabah contract. Capital participation only involves other people, while the shop owner does not invest capital, only managing the business. Apart from that, regarding business management, capital owners do not have the right to make operational decisions other than providing advice to managers. However, in its management there is an investor who is involved in managing the business. This shows that there is ambiguity in the contract certificate that is made, namely the syirkah certificate with the implementation of the syirkah contract practice. As Syafri Muhammad Noor emphasizes in his book, a syirkah contract is a collaboration between two or more people in terms of capital, skills or trust in creating a business (Noor, 2019). In Mudharabah

cooperation, the owner of the capital does not participate in running the company. (Sudarto, 2022).)

Based on the findings previously stated, the researcher was then interested in conducting research, namely uncovering, analyzing and describing business collaboration that carries the concept of the syirkah contract which Nia Cake practices in accordance with muamalah fiqh.

2. Literature Review

2.1 Shirkah Contract

Definition of syirkah with ikhtilath (mixture) is often found in the fiqh literature of the four schools of thought, including Maliki, Hanbali, Syafi'i and Hanbali. Syirkah is interpreted as ikhtilath because in it there is a mixing of assets between several people who join together and these assets then become one unit of shared capital. Below is the definition of syirkah from each school of thought which has several differences. (Muslich, 2017)

- a. According to Hanafiah, syirkah is an expression of a contract or agreement between two people associated with capital and profits.
- b. According to Malikiyah, syirkah is permission and authorization for partners to be able to manage and manage joint assets. The partners or parties in partnership give the right to manage joint assets provided that they do not lose their rights to the managed assets.
- c. According to Syafi'iyah, according to Syafi'iyah, syirkah is an expression of the permanent right to an item for two or more people together.
- d. According to Hanabilah, syirkah is gathering or together in ownership of rights or tasharruf. In the journal, it is revealed that the syirkah contract is a cooperative agreement between two or more parties in carrying out a business with the aim of each party being able to contribute in the form of funds based on a joint agreement to then bear the profits, losses or risks together. In musyarakah or syirkah, the partners jointly

provide capital funds to be able to finance and collaborate on the business.(Sari,2021)

2.2 Various types of Shirkah contracts

According to the majority of scholars, Shirkah is divided into two types, namely syirkah al-amlak (shirkah property rights) and shirk al-uqud (transaction shirkah). Details related to the syirkah contract are explained as follows:

- a. Syirkah Amlak namely an association of two or more people in ownership of an item for one reason of ownership such as sale and purchase, gift or inheritance. Shirkah in this category is divided into 2 forms, namely:
 - 1) Shirkah Ikhtariyah namely syirkah that arises from the actions of two people who have a contract. For example, two people buy something, or are given an object. Then they accepted, so the two of them united to own the object.
 - 2) Shirkah Jabariyah, namely syirkah that arises from two or more people without the actions of both. For example, if two or more people receive inheritance, the joint heirs have the inheritance automatically without any effort or contract.
- b. Al-'Uqud Shirk namely two or more parties who make or contract to combine assets to carry out a business and the results are then shared in the form of profits or losses. Shirk al-uqud or syirkah transactions are classified into five types, namely syirkah inan, abdan, mudharabah, wujuh and mufawadhah.
 - 1) Syirkah Al-inan namely an association of two people to use joint property as capital for trading and the profits are divided in half. This alliance emerged because of the desire of each party to collaborate with other parties. Syirkah inan is the most popular type among the people. This syirkah does not require equality, either in capital or in work (asset management).
 - 2) Shirkah 'abdan also called syirkah a'mal or syirkah sana'i. Shirkah 'abdan is a



syirkah between two or more people with each party only providing contributions in the form of energy or expertise without capital investment. Generally, shirkah like this is found in jobs that require special skills, such as doctors and consultants

- 3) Syirkah mudharabah is also called qiradh. In Iraqi language it is called mudharabah. Meanwhile, in the language of the people of Hijaz, it is called qiradh. Taken from the word die namely cutting, because the capital owner cuts part of his assets for the amil (mudharabah capital manager) to manage it and provide part of the profits. This syirkah is formed between two parties where the first party hands over the entire capital (shahib al-mal) and the second party is the person who manages the capital (mudharib).
- 4) Shirkah wujud recognized in Islam exists in two forms, namely in the form of syirkah between two managers (mudharib).
- 5) Shirkah mufawadhah is between two syirkahs or a combination of several syirkahs at once. For example, someone provides capital to two engineers with the aim of building a house to sell.

2.3 Pillars and Terms of Syirkah

According to the ulama figures of the Shafi'iyah school, there are three pillars of syirkah that must be fulfilled in syirkah, namely (Pratiwi, 2022):

- a. Sighat (consent and acceptance)

Regarding the practical process of consent and acceptance It can be done in various ways according to the Shari'a, namely by gesture, verbally, in writing, or by action. The implementation of syirkah is mandatory Consent and Acceptance at one time, just like transaction activities in general. (Husaini, 2022)
- b. Contractor

The contract actors here can be called shohibul maal and mudharib, namely

business partners who enter into a contract to obtain rights and obligations.

- c. Object of Contract

Included in the objects of the contract are all objects, services or assets that are permitted or permitted by the Shari'a as objects of economic activity or transactions.

In another opinion explained about the conditions Shirkah namely as follows (Pratiwi, 2022):

- a. Must be related to currency or worth money
- b. The type and type of goods or assets must be the same
- c. The assets used must be mixed, meaning that the assets used for sharing must be mixed so that there is no longer any difference between the two.
- d. There must be an agreement to run assets with other partners.
- e. Profits and losses are adjusted to the initial capital shared, not calculated based on the work done.

2.4 Legal Basis of the Shirkah Contract

Legal basis Shirkah namely sourced from the Koran, Sunnah and ijma'. The eternal and original source of Islamic law is the holy book Al-Qur'an. (Setiawan, 2013) Next is Allah SWT. commands us to use the Qur'an as a guide to life that is not only related to worship but also for managing daily life.

- a. The legal basis of the Koran regarding the Shirkah contract is QS. Shaad: 24 and QS Al-Maidah: 1.

1. QS. Shaad: 24

وَأَنَّ كَثِيرًا مِّنَ الْخُلَطَاءِ لَيَبْغِي بَعْضُهُمْ عَلَى بَعْضٍ إِلَّا الَّذِينَ آمَنُوا وَعَمِلُوا الصَّالِحَاتِ وَقَلِيلٌ مَّا هُمْ وَظَنَّ دَاوُدُ أَنَّمَا فَتَنَّهٗ فَاسْتَغْفَرَ رَبَّهُ وَخَرَّ رَاكِعًا وَأَنَابَ

"And verily, most of the people who are united, some of them are unjust to others, except for those who believe and do righteous deeds; and these are very few."

2. QS Al-Maidah: 1.

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُنْتَلَىٰ عَلَيْكُمْ غَيْرَ مَجْلِيِّ الصَّيِّدِ وَالنَّهْمِ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

"O people who believe! Fulfill the promises (contracts). Livestock are permitted for you, except those that will be mentioned to you, with hunting not being permitted when you are in Ihram (Hajj and Umrah). Indeed, Allah SWT sets the law according to what He wants."

b. Legal Basis of Hadith

1. Hadith Narrated by Abu Dawud from Abu Hurairah

The Messenger of God explained the positive side of this association, namely in the Qudsi hadith, that from Abu Hurairah ra said: The Messenger of God, may God bless him and grant him peace, said: "Indeed, Allah says":

"I am the third person (helper) of two people in an association, as long as one of the two does not betray his friend, if one of them betrays his friend then I leave the association of the two people." (HR. Abu Dawud from Abu Hurairah).

2. Hadith History of Hakim

The words of the Messenger of Allah which were then narrated from Hakim related to establishing cooperation in building a business with anyone and the practice of syirkah has actually existed since the Jahiliyah era as follows:

"Hadith of al-Saib bin abi al-saib Al-Makhzumi that he was an ally of the Prophet Muhammad SAW since the beginning of Islam. On the day of the conquest of Mecca, Muhammad SAW said: "Welcome my brother and ally, do not prevent me and do not denied me" (HR. Hakim). In Mrs. Majah's history: you were my business partner when you were still in the Jahiliyah era."

c. DSN MUI Fatwa Number 114/DSN-MUI/IX/2017 Concerning Syirkah

Some of the provisions regulated in this fatwa regarding syirkah include the following general provisions, Provisions Shighat Contract, Terms of the Parties, Conditions Ra's Al-Mal, Revenue Sharing Ratio Provisions, Business Activity Provisions, Profit Provisions (Al-Ribh), Loss (Al-Khasarah) and the division.

3. Research Methods

The research method used is a qualitative descriptive approach and muamalah fiqh. Data collection was carried out by observation, interviews and documentation with collaborating parties, namely managers and capital providers as well as Islamic economics experts/experts. The data source was obtained from primary data, namely from the results of field research in the form of observations and interviews as the main source and secondary data sourced from several literatures that can support the research. The informants for this research consisted of three people, namely the manager of Nia Cake, the capital provider of Nia Cake and the MUI Management of the South Sulawesi Fatwa Commission.

4. Results and Discussion

4.1 Mechanism for the Practice of Syirkah Contracts at Nia Cake

a. Formation System and Types of Agreements

Nia Cake was founded by Director Mrs. Qurnia in collaboration with capital owners and will be the manager (General Manager) namely Mr. Muhammad Yusuf. In business cooperation, namely the syirkah contract, both agreed to adopt the type of syirkah mudharabah musyarakah contract as in the letter of agreement. In establishing the Nia Cake business, business owners and capital owners as well as managers carried out a deliberation process as the first step in carrying out business activities, in this case discussing the business plans and designs that would be carried out using a business cooperation muamalah agreement.

b. Requirements for Capital Providers and Capital Funds

Nia Cake in carrying out the syirkah mudharabah musyarakah contract, the process of finding capital owners or shohibul maal This is done by looking for relatives and family. This is done considering that familiarity and recognition with family and relatives has been built so that it is easier to build trust or trust. Regarding the religious status of the prospective capital owner, it is

not a main requirement in this contract agreement. Because the manager accepts one capital owner who is non-Muslim and six other people who are Muslims. Apart from the criteria for prospective capital owners, namely relatives or family, there are several criteria or conditions that must be met by prospective capital owners in order to syirkah Nia Cake. This is done to maintain the running process of the business. One of the criteria for deposited capital is that the funds are not borrowed funds, either personal or bank loans, this is done considering the initial agreement made by the second party, namely the manager, to use funds originating from personal funds which are not debt in nature.

c. Provisions for Sharing Profits and Losses

The distribution of profits and losses is included in the deliberations before entering into a business cooperation agreement. This division is one of the essential things so it must be agreed upon at the start of the business collaboration. Based on the results of the interviews conducted, information was obtained that the managers and capital owners at Nia Cake agreed that the profits would be divided 50% each month. The loss ratio is shared. The manager will bear the loss in terms of time and energy, while for the partyshohibul maal bear losses in proportion to the respective capital that has been paid in.

d. Management Terms

In a syirkah business partnership, union members have the freedom to determine internal rules governing their business activities. Management of Nia Cake is carried out independently by a management structure, namely managers consisting of owner/director, general manager which oversees operational department, financial department, digital marketing and production department without any connection with the first party fromshohibul maal or capital providers consisting of seven people. Except for one personshohibul maal who doubles as manager, namely general manager.

g. Mechanism and Conditions for Termination and Extension of the Shirkah Contract

The management conveyed the mechanism and provisions for terminating and extending the syirkah contract that they understand that syirkah is muamalah, namely business cooperation. There is a business contract which aims to return capital, determine the operational period of the business, the amount of capital collected and determine the sharing of business profits. The termination mechanism is that when the contract period has ended, the management will confirm to the capital providers whether to continue or until the year of the agreement of the previous partners. When the capital provider has the desire to extend the cooperation agreement based on the mutual trust maintained with the manager, a new contract will be made, namely a three year contract extension. It can be concluded that the management and partners have understood the procedure for terminating and extending Nia Cake's contract in Gowa Regency.

4.2 Implementation of the Shirkah Agreement at Nia Cake from Muamalah Fiqh Perspective

Nia cake was founded by the management, namely the director of Qurnia, Muhammad Yusuf as the capital owner (shohibul maal) who also serves as general manager and 6 other investors. In Nia Cake's syirkah collaboration, it is not just about collaborating but also starting with a deliberation and agreement, in this case a contract agreement. Nia Cake has agreed on several matters that have been discussed, including the purpose of establishing a joint business, determining business capital, division of tasks and responsibilities, as well as the ratio of distribution of profits and losses and other provisions.

Based on the results of interviews with the South Sulawesi MUI Management, the Fatwa Commission related to direct meetings and

online media communication between Nia Cake and potential capital providers. From his presentation, information was obtained that in terms of meetings between the management and the capital owners there were no syirkah pillars or conditions in the syirkah contract agreement. So that whether or not there is a direct meeting held by the management and capital owners does not violate the harmony or syirkah requirements. Based on the results of the interview, it can be concluded that the agreement mechanism carried out by Nia Cake in fulfilling the contract agreement made individually between the manager and the prospective capital provider does not violate the rules of muamalah fiqh because there are no rules governing such meetings.

Referring to fatwa DSN MUI No. 114/DSN MUI/IX/2017 regarding the Syirkah Contract, the provisions of the sighat contract carried out by Nia Cake have fulfilled the provisions, ie the contract is stated firmly, clearly, easily understood, easily understood and accepted by the partners. In addition, the provision of sighat (acceptance and acceptance) which can be done verbally, in writing, gestures, and deeds or actions in accordance with Sharia. The thing that Nia Cake did was to follow the provisions of signing the agreement verbally and in writing. In line with the view of Hanafiyah scholars who reveal that there are two pillars of shirk, namely consent and acceptance or other language of the contract. (Setiawan, 2013) Referring to the provisions of the Parties contained in the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN MUI) Number 114 concerning syirkah, it consists of 3 provisions. The first provision is that the parties have fulfilled it, namely the sharik (partner) is a person or the equivalent of a person whether with a legal entity or not a legal entity, the sharik (partner) is legally competent in accordance with the sharia and is required to have assets as business capital and have business expertise or skills. . As with the conditions that must be fulfilled in a syirkah agreement according to Hanafiyah scholars, namely something that is related to all forms of

syirkah, there are several conditions, namely regarding the distribution of profits which must be clear and known to both parties, the capital used is payment essence, namely rupiah. The amounts used as capital are either the same or different. According to the Malikiyah school of thought, the conditions relating to the person entering into the contract are independence, maturity and intelligence (Saripudin, 2018).

Referring to the results of the interview regarding the practices carried out by Nia Cake in accordance with the Shari'a, namely conveying instructions or information related to the principles of cooperation agreements. This is proven based on the results of interviews with informants who previously had status as managers, that all parties had the same understanding after the management provided education to each partner, in this case the capital owner, namely that this agreement was a business cooperation agreement, which indicated that this collaboration was of a business nature. together. In practice, there are those who have capital in the form of clear amounts of money and those who have capital in the form of expertise. As the basis of syirkah is Al-Ikhtilat or khalata ahadun minal malaini namely mixing or blending two assets into one. (Fatima, 2022).

Regarding the profit sharing agreement made by both parties, namely between the manager and the buyer of capital, before agreeing and signing the business cooperation agreement, it is determined that the profit is 50% for the manager and 50% for the capital owner. Both parties agree on a ratio in the form of a percentage figure according to the proportion of capital included by each capital provider in accordance with Islamic sharia. Referring to the DSN MUI fatwa Number 144 of 2017 concerning syirkah, first, the profit sharing method must be agreed upon and stated clearly in the contract. Second, it can be agreed in the form of a proportional ratio or in the form of an agreement ratio. Third, as number 2 is stated in the form of a percentage of profits and cannot be in nominal form or a percentage of business capital. Fourth, the agreement ratio



may be changed according to the agreement. Specifically the fourth point, based on the results of the interview there has been no change in the profit sharing agreement ratio, the agreement ratio after the business has been running for approximately 9 months has never changed.

There are important points in implementing the syirkah mudharabah contract. The party providing the capital must not interfere with business operations. Based on the results of the interview, the proportion of management carried out by Nia Cake is entirely the responsibility of the manager. Meanwhile, Nia Cake openly provides opportunities for capital owners or shohibul maal to provide suggestions, input or transparency of information related to operations, but decision making remains the right of the management. So it can be concluded that the management is in accordance with the rules of the mudharabah agreement.

Based on the discussion above, it can be concluded that Nia Cake, in implementing the syirkah contract, has generally followed Islamic law. From the perspective of muamalah fiqh, there are several practices that are appropriate, including the syirkah contract agreement model which is carried out by deliberation and consensus, both verbally and verbally, in writing by making a syirkah mudharabah musyarakah agreement letter and issuing a syirkah certificate. In terms of capital participation, it is appropriate, namely the clarity of the form of capital, namely money in the amount of desires and abilities with several criteria, namely that these funds are not classified as debt from banks or individual loans and are not included as emergency funds.

Apart from the syirkah contract agreement and capital participation which are in accordance with sharia or muamalah fiqh, the provisions on the ratio or distribution of profits and losses are in accordance with sharia, namely through a profit sharing of 50% for managers and 50% for capital owners. Any losses incurred will be borne jointly. The method for canceling and terminating business

agreements is appropriate, namely making written notification, namely a new agreement and canceling the old agreement. This is also through mutual deliberation and agreement to find solutions.

4.3 Obstacles Faced in Implementing the Syirkah Contract on Nia Cake

As for the results of interviews conducted by researchers, the manager conveyed several obstacles faced in the contract formation process, namely. The first is educating business partners. There are business partners who have non-Muslim status so that the education process requires more effort specifically in education regarding the term "muamalah contract", which incidentally the partners do not understand. So, when explaining the cooperation system that will be implemented, managers need a more detailed explanation in order to create a common perception between the two parties.

However, there is a lesson that can be learned from providing this explanation, namely that the management believes that this activity can be a way to preach or broadcast the Islamic religion and its good values. Second, obstacles related to the partner's level of trust. According to the management, this business is still a beginner so it still really needs to learn and only relies on the trust of both parties, namely the manager and the owner of the capital. The management understands that one of the shortcomings of Nia Cake's previous team was that they did not have awareness regarding legality, including processing halal product certificates. According to him, this is part of the business journey process. The next plan that Nia Cake will carry out is the legality of the business, namely halal certification, as well as the legality of the syirkah contract by consulting with muamalah fiqh experts.

5. Closing

5.1 Conclusion

1. The business cooperation agreement mechanism through the syirkah contract used by Nia Cake MSMEs involves a series

of steps and conditions. The first step to take is to create a clear business plan, products or services offered, target market and profit estimates. Second, search for and find capital providers who are willing to invest in the business by determining appropriate criteria, namely source of funds, financial understanding and agreement on sharing the proportion of capital, profits and losses. Third, make a written contract that covers all aspects including capital, rights and obligations, validity period, profit and loss ratio up to the termination of the syirkah contract.

2. In the context of analyzing the implementation of the syirkah contract from a muamalah fiqh perspective, Nia Cake has followed the rules and principles of muamalah fiqh well. There are two types of syirkah contracts used, namely syirkah inan contracts and syirkah mudharabah contracts. Syirkah contracts are carried out verbally and in writing, it's just that there is a misunderstanding regarding the type of syirkah contract, the manager understands and confirms that the contract used is a mudharabah type of contract, but in practice there are two contracts, namely the syirkah musyarakah inan contract and the syirkah mudharabah contract as stated in the agreement letter which was made by Nia Cake herself as the manager. The distribution of profits and losses is appropriate, namely based on agreement and the proportion of capital invested by each party. Nia Cake upholds the principle of trust in operational management and information transparency in daily and monthly financial reporting. This illustrates the principle of management responsibility and transparency as stated in the muamalah fiqh. This conformity makes a positive contribution to business development in accordance with Islamic economic teachings.
3. The obstacles faced in implementing the syirkah contract with Nia Cake include: is the difficulty in educating potential capital

providers regarding the concept of syirkah, finding capital providers according to the criteria, and the product halal certificate has not yet been issued.

5.2 Implications

1. Theoretically, this research contributes to providing a deeper understanding of the mechanisms and rules of muamalah fiqh, especially the implementation of syirkah contracts in the context of MSMEs. This implication enriches the literature on syirkah contracts, especially in its application to smaller business scales and opens the way for introducing alternative business models that suit business needs in accordance with applicable Islamic economic principles.
2. Practically, this research provides recommendations to business units, in this case small businesses, to implement syirkah contracts as an effort to access capital and business partner relationships in terms of business knowledge, business growth and contribute to improving the community's economy. In addition, this research supports the view of developing a sharia financial system by encouraging the use of syirkah contracts as an alternative financing for businesses and increasing opportunities for partnerships and collaboration between capital owners and managers in syirkah contracts. Apart from that, this research can increase public awareness regarding the benefits and potential of business models based on Islamic economic principles which have the potential to reduce dependence on conventional financial systems.

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