

# 12. SHIRKAH CONTRACTS

## FUQAHA

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## SHIRKAH CONTRACTS FUQAHA PERSPECTIVES AND THEIR APPLICATION IN ISLAMIC COOPERATIVES

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### Abstract

*Shirkah is a contract of cooperation between two or more people in one capital, skills, or trust in a particular business with profit sharing based on the ratio, Shirkah is very important role in the economic growth of society. However, there are differences of opinion among fuqahâ regarding the types of shirkah that are permitted in Islam. This study discusses the fuqaha's views on the permissibility of the types of shirkah and their application in cooperatives from a theoretical and practical perspective through the study of some literature and observation of the application of these types in cooperatives. The method used in this research is a literature study that*

*collects information from books, journals, and other sources related to shirkah contracts and cooperatives. The results show that the shirkah contract in the sharia cooperative business is a form of business that is in accordance with sharia principles. However, there are differences of opinion among fuqaha regarding the permissibility of the types of shirkah applied in the practice. Therefore, it is important for cooperative managers to understand these differences of opinion in order to choose the right type of shirkah that is in accordance with sharia principles.*

**Keywords:** *Shirkah, Types of Shirkah, Cooperatives*

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**INTRODUCTION**

Shirkah is one of the contracts in Islamic business that has been used since the time of the Prophet Muhammad. Shirkah is a contract of cooperation in business involving two or more parties with the aim of making a profit. Shirkah can be done in various forms, such as syirkah mudharabah, syirkah mutanaqisah, syirkah abdan, and syirkah wujuh. However, there are differences of opinion among fuqaha regarding the types of shirkah allowed in Islam. This is due to different interpretations of the arguments related to shirkah in the Quran and hadith. Therefore, it is necessary to understand the fuqaha's views on the permissibility of the types of shirkah in Islamic business.

Sharia cooperatives are one of the fastest-growing economic sectors in Indonesia. In practice, cooperatives as a form of business that fights for the welfare of society, have adopted sharia principles in their business. Sharia-based cooperatives place sharia as the main principle in every business activity, in terms of rules and regulations following those set by the Financial Services Authority (OJK) and the National Sharia Council of the Indonesian Ulema Council (DSN-MUI). These regulations cover aspects of management, financial reporting, Sharia compliance, and good governance. Sharia cooperatives are also closely monitored to ensure compliance with sharia principles and to protect the interests of members.

One of the contracts used in Sharia-based cooperative businesses is the shirkah contract. The purpose of this paper is to discuss shirkah contracts from the fuqaha perspective and their application in

cooperatives. In this paper, the views of fuqaha from various madhhabs regarding the permissibility of the types of shirkah and its application in cooperatives will be described. In addition, the results of this study are expected to provide useful recommendations for the management of Islamic cooperatives and related stakeholders in improving the application of shirkah contracts properly and in accordance with sharia principles in the operation of Islamic cooperatives.

In this research, the research method used is a type of qualitative research with a descriptive analysis approach to literature studies. So, in general, this paper is a type of library research, data collection techniques by conducting studies of literature, books, reports, and notes that have to do with the problem being solved. The data used is sourced from secondary sources, namely in obtaining material from second hand and not original data from the first hand in the field. So, the source of data obtained from this research is secondary data in the form of books and research journals on related issues.

## LITERATURE REVIEW

The study of shirkah (partnership) contracts and their application in the context of Islamic cooperatives has become an interesting topic in Islamic economic and financial studies. In recent years, studies have been conducted to analyze various aspects related to shirkah contracts from the perspective of fuqaha (Islamic jurists) and their implementation in Islamic cooperatives. In this literature, a review of several related studies will be presented to provide a more comprehensive understanding of shirkah contracts and their application in Islamic cooperatives.

One of the relevant studies is conducted by Ahmad et al. (2019). In this study, they analyzed the concepts and principles of shirkah contracts based on the fuqaha perspective. This study provides an in-depth understanding of the types of shirkah contracts, the procedures for their implementation, the rights and obligations of the parties, and the distribution of profits and losses in the Islamic context. This study provides a strong theoretical foundation for the understanding of shirkah contracts in the context of Islamic cooperatives.

In addition, another study by Musthofa (2020) explored the implementation of shirkah contracts in Islamic cooperatives in Indonesia. This research analyzed various case studies and existing best practices in the implementation of shirkah contracts in Islamic cooperatives. The results showed that a good understanding of the principles of shirkah contracts and their effective application in the

operations of Islamic cooperatives can contribute to the success and sustainability of such cooperatives. In addition to these studies, several other literatures have also contributed to understanding shirkah contracts and their application in Islamic cooperatives. For example, studies on legal and regulatory arrangements related to shirkah contracts in the context of Islamic cooperatives, research on risk management and profit sharing in shirkah contracts, and analysis of the benefits and challenges of implementing shirkah contracts in Islamic cooperatives.

Overall, the literature on shirkah contracts and their application in Islamic cooperatives provides a deeper understanding of the concepts, principles, and practical implementation of shirkah contracts in the operations of Islamic cooperatives. In the Indonesian context, these studies provide useful insights for stakeholders in developing Islamic cooperatives.

Another relevant research is a study conducted by Ali et al. (2007). This study focused on the role of shirkah contracts in facilitating microfinance in Islamic cooperatives. The study identified various shirkah contracts used in microfinance, such as mudharabah, musyarakah, and murabahah. The results show that microfinance based on shirkah contracts in Islamic cooperatives can provide inclusive financial access for conventionally underprivileged groups. In addition, research conducted by Hamid et al. (2005) discussed the shirkah contract in the context of agricultural financing in Islamic cooperatives. This study analyzes the implementation of musyarakah contracts in financing the agricultural and plantation sectors. This study revealed that agricultural financing based on musyarakah contracts in Islamic cooperatives can provide solutions to increase farmers' business capital and reduce socio-economic inequality in the agricultural sector.

In addition to these studies, there is also literature that discusses the challenges and obstacles in the implementation of shirkah contracts in Islamic cooperatives. For example, research conducted by Aziz et al. (2003) identified several challenges faced by Islamic cooperatives in implementing shirkah contracts, such as the lack of understanding and awareness of cooperative members about shariah principles, administrative complexity, and proper risk management. This study provides valuable insights for Islamic cooperatives in overcoming the challenges in implementing shirkah contracts. Overall, the existing literature on shirkah contracts and their application in Islamic

cooperatives provides a more comprehensive understanding of the concepts, principles, and practical implementation of shirkah contracts in the context of Islamic cooperatives. These studies help in improving our understanding of the different types of shirkah contracts that can be used in microfinance, agricultural and other sectors in Islamic cooperatives. In addition, the literature also highlights the challenges and obstacles that need to be overcome to optimize the application of shirkah contracts in the operations of Islamic cooperatives.

## RESULTS AND DISCUSSION

### Definition of Shirkah

Etymologically, the term Shirkah or Musyarakah is derived from the word "Syaraka" which means mixing something with something else (Qasim 2004:68). As for Shirkah according to the definition of the Fuqaha:

a) The Hanafi views:

(Alauddin Al-Hashfaki Al-Hanafi 1992:299) defined shirkah as:

عبارة عن عقد بين المتشاركين في الاصل والربح

Shirkah is a form of contract between two parties who share in the capital and profits.

This means that a shirkah contract requires ownership of capital by all parties involved in the shirkah contract and there must be an agreement on the percentage of profit or profit to be shared.

b) The Maliki views:

(Al-Hattab 1992: 117) defined shirkah as:

الشَّرْكَةُ هِيَ إِذْنُ كُلِّ وَاحِدٍ مِنَ الْمُتَشَارِكِينَ لِصَاحِبِهِ فِي التَّصَرُّفِ فِي مَالِهِ، أَوْ بِنَيْتِهِ لُهُمَا

Shirkah is the granting of permission to each partner to manage or use his or her property to the best of their ability.

c) Shafi'i views

(Al-Khatib Ash-Sharbini 1994: 221) defines Shirkah as:

تُبُوْثُ الْحَقِّ فِي شَيْءٍ لِأَتْنَيْنٍ فَأَكْثَرَ عَلَى جِهَةِ الشُّبُوحِ

The permanence of rights in something for two or more people together (not separated).

d) Hanbali views:

(Muwaffaquddin 1997: 109) defines Shirkah as:

الشَّرْكَةُ: هِيَ الْإِجْتِمَاعُ فِي اسْتِحْقَاقِ أَوْ تَصَرُّفِ

Shirkah is a form of partnership in ownership and management.

Referring to the definitions presented by the madzhab scholars above, it can be concluded that the shirkah contract is a collaboration between two or more people in the field of business or capital, where each of the assets of the shirkah merges into one. the difference between profit and loss is divided by agreement.

### The Legal Basis of Shirkah

In general, shirkah contracts are permitted based on the Quran, Hadith and Ijma of the Ulama.

a. The words of Allah Swt in the Quran in Surah Shaad in verse 24:

وَإِنَّ كَثِيرًا مِّنَ الْخُلَطَاءِ لَيَبْغِي بَعْضُهُمْ عَلَى بَعْضٍ إِلَّا الَّذِينَ آمَنُوا وَعَمِلُوا الصَّالِحَاتِ وَقَلِيلٌ مَّا هُمْ

And indeed, most of those who join together, most of them do injustice to others, except those who believe and do righteous deeds; and they are very few.

Shirkah is prescribed by Allah ta`ala, because not all work can be done through individuals. In certain types of business, there is a need for cooperation involving other parties.

b. Hadith of the Prophet narrated by Abu Daud from Abu Hurairah:

عَنْ أَبِي هُرَيْرَةَ، رَفَعَهُ قَالَ: " إِنَّ اللَّهَ يَقُولُ: أَنَا ثَالِثُ الشَّرِيكَيْنِ مَا لَمْ يَخُنْ أَحَدُهُمَا صَاحِبَهُ، فَإِذَا خَانَ خَرَجْتُ مِنْ بَيْنَهُمَا"

Narrated Abu Hurairah, the Prophet said: "Verily Allah said: "I am the third party of two people in a partnership as long as one of them does not betray the other. If one of them betrays the other, I come out of both of them. (Abu Daud: 256)

c. Ijma of the ulama

وأجمع المسلمون على جواز الشركة في الجملة وإنما اختلفوا في أنواع منها

The Muslims agree on the permissibility of Shirkah generally, but they differ on some types of Shirkah.

## Scholars' views on the Shirkah contract

As explained in the legal basis above, Shirkah is agreed upon by Muslims. However, there are differences in terms of the type, Hanafiyah scholars argue that Shirkah which is included in Shirkah Uqud (Shirkah `Inan, Shirkah Mufawadhah, Shirkah Abdan and Shirkah Wujuh) is allowed (Jaiz), as long as the pillars and conditions are implemented (Sayid Sabiq 1984: 297). As for the Malikiyah scholars, they argue that Shirkah `Inan, Shirkah Mufawadhah, and Shirkah Abdan are allowed (Jaiz), while Shirkah wujuh is not allowed, among the reasons is because in Shirkah wujuh there are no funds as business capital or skills that are used as cooperation (ibn Rushd 2004:38)

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### Fatwa of the National Sharia Council of the Indonesian Ulama Council on Shirkah

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In the fatwa of the National Sharia Council of the Indonesian Ulama Council, there are several fatwas related to shirkah contracts, including the following:

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- a. Fatwa of the National Sharia Council of the Indonesian Ulama Council No: 08/DSN-MUI/IV/2000 concerning Musyarakah Financing,
- b. Fatwa of the National Sharia Council of the Indonesian Ulama Council no: 114/ DSN-MUI/IX/2017 concerning Shirkah Agreement.
- c. Fatwa of the National Sharia Council of the Indonesian Ulama Council no: 133/DSN-MUI/X/2019 on Al-Musyarakah Al-Muntahiyah bi Al-Tamlik
- d. Fatwa of the National Sharia Council of the Indonesian Ulama Council No. 105/DSN-MUI/X/2016 concerning Guaranteeing the Return of Mudharabah, Musyarakah, and Wakalah bil Istitsmar Financing Capital
- e. Fatwa of the National Sharia Council of the Indonesian Ulama Council No. 73/DSN-MUI/XI/2008 on Musyarakah Mutanaqishah
- f. Fatwa of the National Sharia Council of the Indonesian Ulama Council No. 55/DSN-MUI/V/2007 on Musyarakah Shari'ah Current Account Financing



- g. Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 51/DSN-MUI/III/2006 on Mudharabah Musytarakah Akad in Sharia Insurance
- h. Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 50/DSN-MUI/III/2006 on Mudharabah Musytarakah Agreement.
- i. Fatwa of the National Sharia Council of the Indonesian Ulema Council No.141/DSN-MUI/VIII/2021 concerning Guidelines for the Establishment and Operation of Sharia Cooperatives.
- j. Law No. 25 of 1992 concerning Cooperatives

### Cooperative

The term cooperative comes from the word (co = together, operation = business) which linguistically means working together with others to achieve certain goals. According to Law Number 12 of 1967 concerning the principles of cooperatives, Indonesian Cooperatives are people's economic organizations with a social character, consisting of people or cooperative legal entities which constitute an economic structure as a joint business based on family principles. Meanwhile, according to Law Number 25 of 1992 concerning Cooperatives, it states that a cooperative is a business entity consisting of individuals or cooperative legal entities by basing its activities on cooperative principles as well as a people's economic movement based on family principles (Law of the Republic of Indonesia No. 25 Number 1992 concerning cooperatives Chapter I Article 1 page 2).

Cooperative is also defined as an association or organization of people or legal entities who work together with full awareness to improve the welfare of its members on a voluntary basis in a family manner (Hendi Suhendi 2002:291). Regarding the Functions, Roles, and Principles of Cooperatives as contained in Law No. 25 of 1992 Articles 4 and 5 concerning cooperatives (Law of the Republic of Indonesia No. 25 Number 1992 concerning cooperatives Chapter I Article 1 page 2).

The function and role of cooperatives are: 1) build and develop the potential and economic capacity of members in particular and the community in general to improve their economic and social welfare, 2) actively participate in efforts to improve the quality of human life and society, 3) strengthen the people's economy as the basis for the strength and resilience of the national economy with the Cooperative as its pillar, 4)

strive to realize and develop the national economy which is a joint venture based on the principles of kinship and economic democracy.

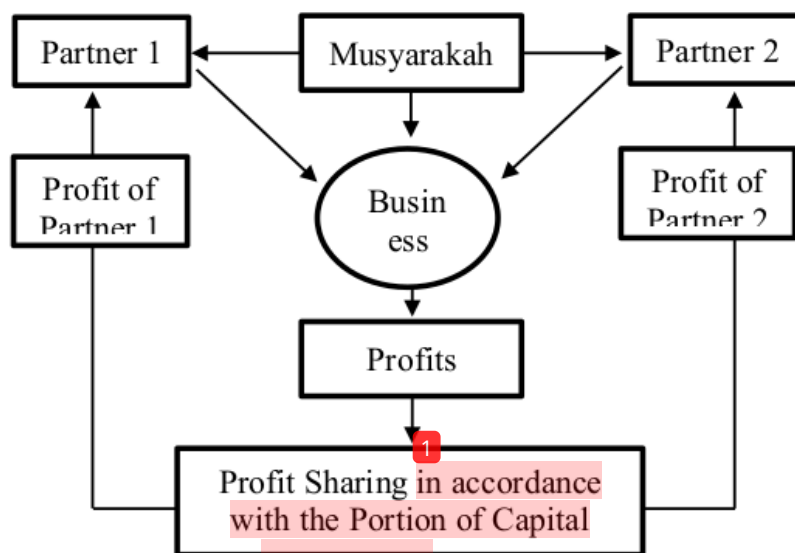
### Cooperative Principles

Cooperatives implement the Cooperative principles as follows: (a) membership is voluntary and open, (b) management is carried out democratically, (c) the distribution of the remaining results of operations is carried out fairly in proportion to the amount of business services of each member, (d) limited return on capital, (e) independence, dan (f) In developing the Cooperative, the Cooperative also implements the Cooperative principles as follows: (a) cooperative education, (b) cooperation between cooperatives.

### Application of Shirkah in Cooperative

Sharia Cooperatives in its operation are regulated in the fatwa of the National Sharia Council of the Indonesian Ulema Council No. 141/DSN MUI/VIII/2021 concerning Guidelines for the Establishment and Operation of Sharia Cooperatives. 141/DSN MUI/VIII/2021 concerning Guidelines for the Establishment and Operation of Sharia Cooperatives, Cooperatives that are established, managed and carry out business activities must be based on sharia principles, among the contracts use in cooperatives are Syirkah 'inan Akad, hereinafter referred to as Syirkah is a cooperation contract between two or more parties for a certain business in which each party contributes funds / business capital (ra's al-mal) with the provision that profits are shared according to the agreed ratio or proportionally, while losses are borne by the parties proportionally (Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 141/DSN MUI/VIII/2021 concerning Guidelines for the Establishment and Operation of Sharia Cooperatives. Source: [https://drive.google.com/file/d/1-TR4Sjvz36NcoecZvTBW\\_Eob4fm5vTZr/view](https://drive.google.com/file/d/1-TR4Sjvz36NcoecZvTBW_Eob4fm5vTZr/view)).

**Figure No.1.**  
Schematic of the Shirkah/Musyarakah Agreement



**Description:**

Partner 1 and partner 2, they enter into a musyarakah partnership with a predetermined and agreed business project, where both partner 1 and partner 2 put their investment funds together and manage the business together. Meanwhile, the profit will be shared based on the agreed nisbah (profit sharing portion). And the business cooperation will end when the business project is completed.

There are several implementations of musyarakah financing for Islamic financial institutions, especially in Islamic cooperatives:

First, continuous musyarakah, where the Islamic cooperative is a permanent business partner in a project/business. This model is rarely practiced, but this permanent capital investment is an attractive alternative to investment in securities or shares, which can be used as one of the investment portfolios of Islamic financial institutions.

Second, musyarakah is used for working capital financing scheme. Islamic financial institutions (Islamic cooperatives / KSPPS / USPPS / BMT) are partners of Islamic cooperative members, in the early stages of a business or production process. In this scheme, the Islamic financial institution (Islamic cooperative/KSPPS/USPPS/BMT) will provide funds to purchase assets or means of production, as well as other musyarakah partners/members. After the business runs and can bring profit, the portion

of Islamic cooperative ownership of assets and means of production will decrease because <sup>1</sup> it is purchased by other partners / members, and will eventually become zero, this financing model is better known as diminishing musyarakah, and this is what is widely applied in Islamic financial institutions. But at the level of Islamic cooperatives, it is still rarely applied between Islamic cooperatives and their members, usually done by Islamic banks and their customers.

<sup>1</sup> Third, musyarakah is used for short-term financing. This type of musyarakah can be applied in the form of trade financing, such as the supply of raw materials or other special needs of members. And in Islamic cooperatives that have not grown large, this type of musyarakah is rarely applied. It can be implemented in Islamic cooperatives whose production units, assets and management are sufficient. This form of musyarakah is most widely applied and occurs at the level of Islamic cooperatives/KSPPS/USPPS/BMT in Indonesia (Sukmayadi 2020: 87-88).

### **Terms and Types of Shirkah in Cooperatives**

<sup>2</sup> In the fatwa of the National Sharia Council of the Indonesian Ulema Council No.141 / DSN-MUI / VIII / 2021 concerning Guidelines for the Establishment and Operation of Islamic Cooperatives in the Provisions for the Establishment of Islamic Cooperatives:

- a. The agreement for the establishment of an Islamic Cooperative between the parties (members in association) uses a Shirkah contract.
- b. The establishment of a Sharia Cooperative must comply with the provisions of laws and regulations that do not conflict with sharia principles.
- c. Ra's al-mal (business capital) must be in the form of money (nuqud), and/or goods that can be used as the object of a Shirkah contract.
- d. In the case of ra's al-mal in the form of goods, an appraisal of the goods (taqvim al-'urudh) must be carried out so that the value is known;
- e. The management of the Sharia Cooperative business is authorized (wakalah) by the Syarik or members to the Sharia Cooperative Management through a deliberation mechanism (Members Meeting) in accordance with the provisions of the applicable laws and regulations;
- f. The members of the Sharia Cooperative may agree on the type of business of the Sharia Cooperative (producer, consumer, savings and loan and financing, services and marketing) as a single business

or all business Sharia operation function, and the procedure and time for sharing revenue or profit and sharing the burden of losses.

- g. Members of the Sharia Cooperative may agree on, among others: the field and type of business of the Sharia Cooperative, the function of the Sharia Cooperative, and the procedure and timing of revenue/profit sharing and loss burden sharing.

In the Provisions on Business Capital, Sharia Cooperatives can raise business capital under the following conditions:

- a. The business capital (ra's al-mal) of the Shariah Cooperative that becomes the wealth of the Shariah Cooperative is a separate wealth from the personal wealth of the members of the Shariah Cooperative;
- b. Own Capital/Equity (Permanent Shirkah Fund) of the Sharia Cooperative are:
- 1) Principal Deposits and Mandatory Deposits with a Shirkah contract;
  - 2) Reserves (profits set aside) to be used as ra's al-mal.
  - 3) Grants with a grant contract;
  - 4) Waqf benefits (Sharia Cooperative as Mauquf 'alaih);
  - 5) Other sources of funds that are not contrary to sharia and applicable laws and regulations. (Fatwa of the National Sharia Council of the Indonesian Ulema Council No. 141/DSN MUI/VIII/2021 concerning Guidelines for the establishment and Operation of Sharia Cooperatives. Source: [https://drive.google.com/file/d/1-TR4Sjvz36NcoecZvTBW\\_Eob4fm5vTZr/view](https://drive.google.com/file/d/1-TR4Sjvz36NcoecZvTBW_Eob4fm5vTZr/view))

Cooperative in terms of the process of establishment, is included in the Syirkah Amwal, while in terms of cooperative management, can be categorized as syirkah Tausisyah Bashithah because there are partners who concurrently become mutadhamin and partners who are only positioned as mushi, in terms of the authority to appoint managers or management, cooperatives are closer to the concept of syirkah abdan because voting rights in the Annual Members Meeting is determined based on the number of members, not the amount of capital included as in syirkah mushamah (Maulana Hasanudin & Jaih Mubarak 2012: 151).

## **Shirkah Amwal**

This type of Shirkah in cooperatives in terms of the process of establishment, As-Sayyid Ahmad ibn Umar Ash-Shatiri 1369: 95-96) defines Shirkah Amwal: two or more Sharik who own property together through certain efforts or without certain efforts. Then, this Shirkah Amwal includes Shirkah Amlak, both the Ikhtiari type, and the ijbari type. an example of Shirkah Amlak Al-Ikhtiari is the provision of funds by two or more sharks to be used as business capital, and an example of Shirkah Amlak al-ijbari is joint ownership of the heirs' property over the inherited property because their parents died (Az-Zuhaili 2006: 3878). On the other side, it can be interpreted that shirkah amlak is joint ownership as a result of a grant, bequest or otherwise, in which there is no Wakalah or power of attorney contract (Al-Hashimi 2002:89).

## **Shirkah Tausisyah Bashithah**

Shirkah Tausisyah Bashithah is one of the types of Shirkah contracts that has developed in contemporary business that is creative and innovative, this modification of the Shirkah contract is adjusted to the development of society and the role of financial institutions in the business sector including payment or purchase of goods by customers made in instalments. In terms of cooperatives, if viewed in terms of management, cooperatives can be categorized as syirkah Tausisyah Bashithah because there are sharks who double as mutadhamin and partners who only act as mushi. Shirkah Tausisyah Bashithah is defined as a Shirkah contract between Muthadami<sup>36</sup> and Mushi, Muthadhamin is the party who includes business capital and is responsible for the management of the business entity or the management party, the muthadhamin who plans, organizes, moves, controls the business entity, so they act on behalf of and for the business entity and are responsible for fulfilling the obligations of the business entity, while the Mushi is the party who includes property to be used as capital for a business entity that is not responsible for business management and is also not burdened with the obligations of the business entity (Az-Zuhaili 2006: 3972). Explains that the law of this Shirkah Taushiyah Bashithah is permissible (Jaiz) because this Shirkah is considered a form of development of Shirkah Inan and Shirkah Mudharabah.

First: Because in Shirkah Inan, each of the partners provides assets<sup>8</sup> to be used as business capital, and it is permissible to stipulate that the Shirkah capital is managed only by one of the partners and he is responsible for the management of the business entity, as well as the condition that the partner who manages the business entity is entitled to a greater profit or the

partner who manages the business entity is entitled to a reward or *ujrah* from the business entity he manages for his services. It is also permissible to specify that the *muthadhamin* partner who manages the business entity is responsible for acting on behalf of and for the business entity, while the *mushi* cannot act on behalf of or for the business entity and at the same time cannot accept responsibility for the obligations of the business entity.

Second: *Shirkah Taushiyah Bashithah* is considered a development of *Shirkah Mudharabah* because the Partner or *Mushi* is positioned as the owner of the property (*Shahib Al-Mal*) who is not responsible for the management of the business in a business entity that may not interfere in the management of the business entity and is not burdened with the obligations of the business entity such as paying debts and taxes, As for the *muthadhamin* party, his position as a *mudharib*, namely the party who manages a business entity based on the capital owned by the owner of the property (*shahib al-mal*) if a loss occurs, the *mushi sharik* as the owner of the property (*shahib mal*) must be responsible for the loss. While *muthadhamin* partners only lose effort that should not be added to the burden with material obligations. The profit received by *mushi* as the owner of the property (*shahib mal*) and *muthadhamin* as *mudharib* is in accordance with the portion or ratio agreed upon in the agreement.

### **Shirkah Abdan**

In terms of the authority to appoint managers, the contract in the cooperative is closer to the concept of *shirkah abdan*, because voting rights in the Annual Member Meeting are determined based on the number of members, not the amount of capital included. *Shirkah Abdan* is a cooperative venture (without shared capital) with skill capital among the partners to do certain work based on requests or orders (Sayyid Sabiq 1983:297). *Shirkah abdan* is categorized into two parts: *Shirkah Mufawadhah fii abdan* and *Shirkah Inan fii abdan*, the conditions that apply to *Shirkah Inan fii abdan* apply to *Shirkah Mufawadhah fii abdan*, such as legally capable to do *wakalah* and *kafala*, an equal amount of capital and results (profit and loss) and expressly stated in the contract. If in *Shirkah abdan*, a work tool is needed and one of the partners uses the tool to work, then the use of the tool must not be included or charged to the *Shirkah*, if it is charged to the *Shirkah* then the *Shirkah* does not occur, but what takes place is *ijarah* (Az-Zuhaili 2006:3899).

## CONCLUSION

<sup>15</sup> Definition of Shirkah: Shirkah is a form of cooperation contract between two or more people in the field of business or capital, in which each party involved has ownership of capital and profits to be shared according to the agreement. Legal Basics of Shirkah: Shirkah is allowed based on the Quran, Hadith, and Ijma (agreement of the Ulama). Verses in the Quran and the Prophet Muhammad's hadith indicate that shirkah is an allowed form of partnership. Varieties of Shirkah: Shirkah is divided into Shirkah Amwal and Shirkah Abdan, and Shirkah Amlak and Shirkah Uqud. Shirkah Amwal relates to partnership in the capital, while Shirkah Abdan relates to partnership in skills or labour. Shirkah Amlak relates to ownership of assets, while Shirkah Uqud relates to contractual agreements. Variety of Scholarly Opinions on Shirkah: There is a difference of opinion among scholars regarding the types of shirkah that are allowed. The Hanafis are of the view that almost all types of shirkah are allowed, as long as they fulfil the pillars and the terms. The Malikiyah are of the opinion that some types of shirkah are allowed, while others are not.

<sup>25</sup> Fatwa of the National Sharia Council of the Indonesian Ulama Council on Shirkah has issued several fatwas related to shirkah contracts. These fatwas provide guidance and rules related to financing, capital repayment guarantees, and the operations of Islamic cooperatives. Cooperatives are business entities consisting of people or legal entities that work together to improve the welfare of their members on a family basis. Cooperatives have a function and role in developing the people's economy and applying cooperative principles. Implementation of the Shirkah Contract in Cooperatives: Islamic cooperatives apply the Shirkah contract in their operations. Shirkah is a cooperation contract between cooperative members, in which each member contributes business funds/capital and manages the business together. Profits and losses are shared according to the agreed portion or ratio.



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