

## LEGAL ANALYSIS OF THE *JU'ALAH* CONTRACT FROM THE PERSPECTIVE OF AHKAM HADITH

Salma Rahmani<sup>1</sup>, Mohammad Saran<sup>2</sup>, Koko Komaruddin<sup>3</sup>

- <sup>1</sup>. Master's Program in Sharia Economic Law, Faculty of Postgraduate Studies, UIN Sunan Gunung Djati Bandung, Indonesia, salmarhm112@gmail.com
- <sup>2</sup>. Master's Program in Sharia Economic Law, Faculty of Postgraduate Studies, UIN Sunan Gunung Djati Bandung, Indonesia, mohamad\_saran@uinsgd.ac.id
- <sup>3</sup>. Master's Program in Sharia Economic Law, Faculty of Postgraduate Studies, UIN Sunan Gunung Djati Bandung, Indonesia koko.komaruddin@uinsgd.ac.id

---

Doi: 10.24239/tadayun.v5i1.134

Received: 12 November 2024

Revised: 27 May 2024

Accepted: 31 May 2024

---

### Abstract

The demands and dynamics of human life are becoming more complex due to technological advancements and economic progress. It is causing various contemporary issues in Islamic jurisprudence, such as affiliate marketing practices. Affiliate marketing, in terms of its technical execution, uses a *Ju'alah* scheme or contract. This study analyzes the quality and strength of Hadith, as reported by Bukhari number 5736, regarding Ruqyah with Surah Al-Fatihah as a legal foundation for *Ju'alah* in Islamic law. The study employs a qualitative and descriptive-analytical method based on Takhrij and Syarah hadith. This study's data was sourced from library research procedures, including primary and secondary data. The research elucidates that, from the perspective of Hadith, *ju'alah* represents a commitment to rewarding an effort completed by one party. The permissibility of *ju'alah* in Hadith Bukhari no.5736, shown through the response of Prophet Muhammad saw, thus approved Abu Sa'id al Khudri's acts during the execution of ruqyah and their agreement to give a goat as a reward/return for the ruqyah. According to the analysis result of Hadith Bukhari no. 5736 regarding ruqyah with Surah Al-Fatihah, this Hadith has the status of hadith ahad and shahih quality, thereby establishing its viability as a hujjah or legal foundation for *ju'alah* in Islamic law.

**Keywords:** *Ju'alah contract*; Contemporary fiqh of muamalah; Hadith of Bukhari No. 5736

### Abstrak

Tuntutan dan dinamika dalam kehidupan manusia semakin kompleks, terutama akibat perkembangan teknologi dan kemajuan ekonomi, yang serta merta memunculkan berbagai isu kontemporer dalam fikih muamalah, seperti praktik pemasaran afiliasi. Pemasaran afiliasi dari teknis pelaksanaannya, menggunakan skema atau akad *ju'alah*. Penelitian ini mengkaji kualitas dan kekuatan hadis riwayat Bukhari no.5736 tentang



*ruqyah dengan surat al-fatimah sebagai landasan hukum akad ju'alah. Penelitian ini menerapkan pendekatan kualitatif melalui metode deskriptif-analitis yang bersumber dari metode takhrij hadis dan syarah hadis. Sumber data penelitian ini didasarkan pada pengumpulan data melalui studi kepustakaan (library research), yang mencakup sumber-sumber primer dan sekunder. Hasil penelitian menunjukkan bahwa dalam perspektif hadis, akad jua'alah merupakan komitmen pemberian imbalan sebagai balasan atas tugas atau pekerjaan yang telah dilakukan. Kebolehan akad ju'alah dalam hadis Riwayat bukhari no.5736 ditunjukkan melalui respon Nabi saw yang membenarkan tindakan Abu Sa'id al Khudri dalam melaksanakan ruqyah dan kesepakatan pemberian kambing sebagai imbalan atas ruqyah tersebut. Berdasarkan hasil analisis terhadap hadis Riwayat bukhari no.5736 tentang ruqyah dengan surat al-fatimah, dapat disimpulkan bahwa hadis berstatus hadis ahad dan berkualitas shahih, sehingga dapat dijadikan sebagai hujjah atau landasan hukum akad ju'alah.*

**Kata Kunci:** Akad ju'alah; Fikih muamalah kontemporer; Hadis Bukhari No. 5736.

## A. INTRODUCTION

The demands and dynamics of human life are becoming increasingly complex and diverse. The rapid development of technology and economic advancement significantly impacts interactions among individuals, businesses, and society. In this context, *fiqh muamalah*, which encompasses aspects of Islamic law in economic affairs and daily life, is also confronted with various contemporary issues. One contemporary issue in *fiqh muamalah* is marketing through an affiliate system. Technically, affiliate marketing employs the scheme or contract of *ju'alah*. The concept of the *ju'alah* contract has strong roots in Islamic tradition, as evidenced by hadiths explaining its practice.<sup>1</sup> The perspective of hadiths offers diverse interpretations regarding this contract, including the understanding that a *Ju'alah* contract is a commitment to provide compensation in return for a task or job. One of the legal foundations of *Ju'alah* to be examined in this study is hadith number 5736 from Bukhari, which concerns *ruqyah* with Surah al-Fatihah.

This research will present a discussion on the *ju'alah* contract, including its definition from the perspective of hadiths, the opinions of scholars, contemporary issues of the contract, and the *takhrij* and

---

<sup>1</sup> Muhammad Shafique and Muhammad Azhar Abbasi, "The Legal Status of Jualah in Islamic Transaction and Its Modern Application (In the Light of Hanfi and Malki School of Thought)," *Islamic Studies Research Journal Abhāth* 9, no. 33 (2024), <https://doi.org/https://doi.org/10.54692/abh.2024.09332039>.

commentary of Bukhari's hadith number 5736 on *ruqyah* with Surah al-Fatihah. The study refers to previous research, specifically Rizki Fadli Oktavian's work titled "Hadiths of *Ruqyah Syar'iyah*: A Review of Hadith and Its Application at the Az-Zahra Ruqyah Clinic in Bandar Lampung."<sup>2</sup> That research aimed to ascertain the quality of the Sanad (chain of narration) and Matan (text) of hadiths regarding *ruqyah* and their application at the research site. The results indicated that the sanad of the Hadith on *ruqyah* generally meets the criteria of authenticity, rendering it *sahih*, and it has been applied in the practice of *ruqyah* at the research location. Although the material object of study is similar to previous research, this study focuses on analyzing the *ju'alah* contract from the perspective of Hadiths and the credibility of the Hadith through the methods of *takhrij* and *syarah*.

Thus, the primary issue and objective of this research are to elucidate the *ju'alah* contract from the perspective of hadiths and to analyze the credibility and quality of Bukhari's hadith number 5736 on *ruqyah* with Surah al-Fatihah using the methods of *takhrij* and *syarah*. This journal is expected to serve as a reference and an additional contribution to the body of scientific knowledge, particularly concerning the *ju'alah* contract from the perspective of hadiths.

## B. METHOD

This research employs a qualitative approach through descriptive-analytical methods sourced from the field of hadith studies, specifically the methods of *takhrij al-hadith* and *syarah al-hadith*. *Takhrij al-hadith* involves tracing and evaluating the quality of the *Sanad* (chain of narration) and *Matan* (text) of hadiths by referring to the major hadith collections.<sup>3</sup> On the other hand, *syarah al-hadith* is a method aimed at explaining all aspects related to a hadith, including its *matan*, *sanad*,

---

<sup>2</sup> Rizki Fadli Oktavian, "Hadits-Hadits Ruqyah Syar'iyah Tinjauan Hadits Dan Aplikasinya Di Klinik Ruqyah Az-Zahra Bandar Lampung" (Universitas Islam Negeri Raden Intan Lampung, 2019), [http://repository.radenintan.ac.id/7431/1/SKRIPSI\\_FULLL.pdf](http://repository.radenintan.ac.id/7431/1/SKRIPSI_FULLL.pdf).

<sup>3</sup> Abdul Majid Khon, *Takhrij Dan Metode Memahami Hadits* (Jakarta: Amzah, 2014), 3.

authenticity, flaws, and meaning and wisdom.<sup>4</sup>

Through these two methods, the quality and strength of Bukhari's hadith number 5736 concerning *ruqyah* with Surah al-Fatihah can be determined as a legal basis for the *ju'alah* contract. The data sources for this research are based on data collection through library research, which includes primary data sources such as *Maktabah Syamilah* and *Al-Mausu'ah Al-Hadith* and secondary data sources derived from theses, scholarly journals, books, and other sources.

## C. RESULTS AND DISCUSSION

### 1. Theoretical Foundation of the *Ju'alah* Contract

*Ju'alah* is a form of contract in Islam that entails a commitment to provide compensation as a reward for completing a task or job. Etymologically, *ju'alah* is derived from "الجعالة أو الوعد بالجائزة," which means a promise to another party as a reward for an action or job performed. Furthermore, *ju'alah* can be understood as a promise of an award/*Ja'izah* as compensation if another party achieves a specific result. The National Sharia Council of the Indonesian Ulama Council (DSN-MUI) defines the *ju'alah* contract in its fatwa as a promise or commitment to compensate for accomplishing a task. Based on this definition, the *ju'alah* contract appears to fall more within the domain of a promise than a contract involving mutual agreement between two parties.<sup>5</sup>

Conceptually, the *ju'alah* contract is non-binding and occurs solely at the discretion of the task giver (*iradah wahidah*). The pillars and conditions of the *ju'alah* contract include the following subjective conditions:<sup>6</sup>

---

<sup>4</sup> Mujiono Nurkholis, *Metodologi Syarah Hadis* (Bandung: Fasygil Grup, 2003), 3.

<sup>5</sup> Dewan Syariah Nasional MUI, "Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) Nomor 62/DSN-MUI/XII/2007 Tentang Akad *Ju'alah*" (Jakarta, 2007); Sumiati Zakaria and Neni Nuraeni, "Akad Ijarah Dan Jualah Dalam Perspektif Fiqh Perbandingan Pada Kegiatan Bank Syariah Di Indonesia," *El-Iqtishady: Jurnal Hukum Ekonomi Syariah* 4, no. 2 (2022), <https://doi.org/https://doi.org/10.24252/el-iqthisady.vi.31060>.

<sup>6</sup> Mubarak Jaih and Hasanudin, *Fikih Mu'amalah Maliyyah : Akad Ijarah Dan Ju'alah* (Bandung: Simbiosis Rekatama Media, 2018), 276–77; M. Syaikhul Arif, "Ju'alah Dalam Pandangan Islam," *Siyasah: Jurnal Hukum Tata Negara* Vol. 2, no. 2 (2019),

- a. The *Jai'l* (the party assigning the task/job) must meet the legal competence requirements, characterized by maturity (*baligh*), sound mind, and wisdom.
- b. The '*Amil* (the party performing the task) must possess the capability to carry out the agreed-upon task.
- c. The '*Amal* (the type of task to be performed) must have measurable outcomes.
- d. The *Ju'l* (the compensation or reward to be received by the '*Amil*) must be in the form of tangible assets with clear quantity and quality, not prohibited assets, and must be transferable. The right to the *ju'l* belongs to the '*Amil* only if the task is completed within the agreed-upon timeframe.
- e. The *Sighat* of the contract. In a *ju'alah* contract, the terms used to formulate the contract can be adjusted according to customary practice (*'urf*) or common practice in society, as long as they are in accordance with Islamic law.

The legal implications of a *ju'alah* transaction assert that once the task is completed, the transaction becomes binding, as the wage has been predetermined and becomes the responsibility of the *Ja'il*. *Amil's* possession of *Ja'il's* assets is considered a trust, meaning *Amil* is only liable for damages if they are caused by negligence. However, a *Ju'alah* contract can be terminated and annulled for several reasons, including the *Amil's* withdrawal during the task's execution, the *Ja'il's* cancellation, which entitles the *Amil* to claim compensation for the work already done, and circumstances such as severe mental illness or the death of either party, which annul the contract before the task begins.<sup>7</sup>

---

<https://www.ejournal.an-nadwah.ac.id/index.php/Siyasah/article/view/120>; Dianidza Arodha, "Eksistensi Akad Ji'alah Dalam Dunia Transportasi," *I'thisom: Jurnal Ekonomi Syariah* 1, no. 1 (2022), <https://ejournal.staialutsmani.ac.id/index.php/ithisom/article/view/10>.

<sup>7</sup> Soemitra Andri, *Hukum Ekonomi Syariah Dan Fiqh Muamalah Di Lembaga Keuangan Dan Bisnis Kontemporer* (Jakarta: Prenada Media Group, 2019), 162.

## 2. *Takhrij al-Hadith* Regarding *Ruqyah* with Surah Al-Fatihah

The Hadith, which serves as the legal foundation for the permissibility of *ju'alah*, is the narration of Imam al-Bukhari no. 5736 from Abu Sa'id al-Khudri, which states: <sup>8</sup>

حَدَّثَنِي مُحَمَّدُ بْنُ بَشَّارٍ، حَدَّثَنَا غُنْدَرٌ، حَدَّثَنَا شُعْبَةُ، عَنْ أَبِي بَشْرِ، عَنْ أَبِي الْمُتَوَكِّلِ، عَنْ أَبِي سَعِيدِ الْخُدْرِيِّ . رَضِيَ اللَّهُ عَنْهُ . أَنَّ نَاسًا مِنْ أَصْحَابِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَتَوْا عَلَى حَيٍّ مِنْ أَحْيَاءِ الْعَرَبِ فَلَمْ يَفْرُوهُمْ، فَيَنِنَمَا هُمْ كَذَلِكَ إِذْ لُدِعَ سَيِّدٌ أَوْلِيكَ فَقَالُوا هَلْ مَعَكُمْ مِنْ دَوَاءٍ أَوْ رَاقٍ فَقَالُوا إِنَّكُمْ لَمْ تَفْرُونَا، وَلَا نَفْعَلُ حَتَّى تَجْعَلُوا لَنَا جُعْلًا. فَجَعَلُوا لَهُمْ قَطِيعًا مِنَ الشَّاءِ، فَجَعَلَ يَفْرَأُ بِأَمِّ الْقُرْآنِ، وَيَجْمَعُ بُرَاقَهُ، وَيَتَفَلَّ، فَبَرَأَ، فَأَتَوْا بِالشَّاءِ، فَقَالُوا لَا نَأْخُذُهُ حَتَّى نَسْأَلَ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَسَأَلُوهُ فَضَحِكَ وَقَالَ : وَمَا أَذْرَاكَ أَنَّهَا رُقِيَّةٌ، خُذُوهَا، وَاضْرِبُوا لِي بِسَهْمٍ . (رواه البخارى)

'Narrated Muhammad bin Basyar, Narrated Ghundar from Syu'bah, from Abu Bisyr, from Abu al-Mutawakkil, from Abu Sa'id Al Khudri: Some of the companions of the Prophet came across a tribe amongst the tribes of the Arabs, and the locals did not welcome them. When the companions found themselves in this situation, the leader of the settlement suddenly got bitten by a venomous animal. They said (to the companions of the Prophet), "Have you got any medicine with you or anybody who can treat with Ruqya?" The Prophet's companions said, " Since you did not welcome us, we will not treat (your chief) unless you pay us for it." So they agreed to pay them a flock of sheep. One of them (the Prophet's companions) started reciting Surat-al-Fatiha, gathering his saliva and spitting it. The patient got cured, and his people presented the sheep to them, but they said, "We will not take it unless we ask the Prophet." When they asked him, he smiled and said, "How do you know that Surat-al-Fatiha is a Ruqya? Take it (flock of sheep) and assign a share for me.' (Sahih al-Bukhari)<sup>9</sup>

---

<sup>8</sup> Muhammad bin Ismail al-Bukhari, "Shahih Al-Bukhari," in *Shahih Al-Bukhari* 5 (Damaskus: Daar Ibnu Katsir, 1993), 131.

<sup>9</sup> Ibnu Hajar Al Asqalani, "Fathul Baari (Penjelasan Kitab Shahih Al Bukhari)," in *Jilid 28 : Orang Sakit, Pengobatan, Dan Pakaian*, ed. Abu Rania, trans. Amiruddin (Jakarta: Pustaka Azzam, 2016), 300.

In the search for the above Hadith, the keyword used is "رقى" (*ruqyah*). The term "رقى" is utilized because no hadiths related to *ju'alah* are found when searched using the keyword "جعل" (*ju'alah*). Therefore, in the exploration of hadiths using the phrase "رقى" (*ruqyah*) in the *Maktabah Syamila* and *Al-Mausu'ah Al-Hadits*, it is found that the Hadith about *ruqyah* with Surah Al-Fatihah mentioned above is also narrated by:<sup>10</sup>

- a. Sahih Muslim No. 2201, Volume 6, The Book of Greetings, Chapter The Permissibility of Accepting a Reward for Reciting Ruqyah with Qur'an and Supplications:<sup>11</sup>

حَدَّثَنَا يَحْيَى بْنُ يَحْيَى التَّمِيمِيُّ، أَخْبَرَنَا هُشَيْمٌ، عَنْ أَبِي بَشِيرٍ، عَنْ أَبِي الْمُتَوَكِّلِ، عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ، أَنَّ نَاسًا، مِنْ أَصْحَابِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ كَانُوا فِي سَفَرٍ فَمَرُّوا بِحَيٍّ مِنْ أَحْيَاءِ الْعَرَبِ فَاسْتَضَافُوهُمْ فَلَمْ يُضَيَّفُوهُمْ . فَقَالُوا لَهُمْ هَلْ فِيكُمْ رَاقٍ فَإِنَّ سَيِّدَ الْحَيِّ لَدَيْغٌ أَوْ مُصَابٌ . فَقَالَ رَجُلٌ مِنْهُمْ نَعَمْ فَأَتَاهُ فَرَقَاهُ بِفَاتِحَةِ الْكِتَابِ فَبَرَأَ الرَّجُلُ فَأَعْطِيَ قَطِيعًا مِنْ غَنَمِ فَأَبَى أَنْ يَقْبَلَهَا . وَقَالَ حَتَّى أَذْكَرَ ذَلِكَ لِلنَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ . فَأَتَى النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَذَكَرَ ذَلِكَ لَهُ . فَقَالَ يَا رَسُولَ اللَّهِ وَاللَّهِ مَا رَقَيْتُ إِلَّا بِفَاتِحَةِ الْكِتَابِ . فَتَبَسَّمَ وَقَالَ: وَمَا أَدْرَاكَ أَنَّهَا رُقِيَّةٌ . ثُمَّ قَالَ: خُذُوا مِنْهُمْ وَاضْرِبُوا لِي بِسَهْمٍ مَعَكُمْ . (رواه المسلم)

- b. Sunan Abu Dawood No. 3276, Volume 3, Book of Trade, Chapter Earnings of a Doctor:<sup>12</sup>

حَدَّثَنَا مُسَدَّدٌ، حَدَّثَنَا أَبُو عَوَانَةَ، عَنْ أَبِي بَشِيرٍ، عَنْ أَبِي الْمُتَوَكِّلِ، عَنْ أَبِي سَعِيدٍ الْخُدْرِيِّ، أَنَّ رَهْطًا، مِنْ أَصْحَابِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ انْطَلَقُوا فِي سَفَرَةٍ سَافَرُوهَا فَنَزَلُوا بِحَيٍّ مِنْ أَحْيَاءِ الْعَرَبِ فَاسْتَضَافُوهُمْ فَأَبَوْا أَنْ يُضَيَّفُوهُمْ - قَالَ - فَلَدَغَ سَيِّدُ ذَلِكَ الْحَيِّ فَشَقُّوا لَهُ بِكُلِّ شَيْءٍ لَا يَنْفَعُهُ شَيْءٌ . فَقَالَ بَعْضُهُمْ لَوْ أَتَيْتُمْ هَؤُلَاءِ

<sup>10</sup> Haryono, "Konsep Al Ju'alah Dan Model Aplikasinya Dalam Kehidupan Sehari-Hari," *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial Islam* 5, no. 9 (2017), <https://doi.org/https://doi.org/10.30868/am.v5i09.187>.

<sup>11</sup> Imam Abul Hussain Muslim Ibn Al-Hajjaj, "Sahih Muslim," in *Volume 6*, trans. Nasiruddin Al-Khattab, English Tr (Riyadh: Darussalam, 2007), 51.

<sup>12</sup> Arifin Bey, "Tarjamah Sunan Abi Daud," in *Volume 4* (Semarang: CV. Asy-Syifa, 1992), 56-58.

الرَّهْطَ الَّذِيْنَ نَزَلُوا بِكُمْ لَعَلَّ أَنْ يَكُونَ عِنْدَ بَعْضِهِمْ شَيْءٌ يَنْفَعُ صَاحِبَكُمْ فَقَالَ بَعْضُهُمْ إِنَّ سَيِّدَنَا لُدِغٌ فَشَفَعْنَا لَهُ بِكُلِّ شَيْءٍ فَلَا يَنْفَعُهُ شَيْءٌ فَهَلْ عِنْدَ أَحَدٍ مِنْكُمْ شَيْءٌ يَشْفِي صَاحِبَنَا يَعْنِي رُفِيَّةً . فَقَالَ رَجُلٌ مِنَ الْقَوْمِ إِنِّي لِأَرْقِيْ وَلَكِنْ اسْتَضَفْنَاكُمْ فَأَبَيْتُمْ أَنْ تُضَيِّفُونَا مَا أَنَا بِرَاقٍ حَتَّى تَجْعَلُوا لِي جُعْلًا . فَجَعَلُوا لَهُ قَطِيعًا مِنَ الشَّاءِ فَأَنَاهُ فَقَرَأَ عَلَيْهِ بِأَمِّ الْكِتَابِ وَيَتَفَلَّحُ حَتَّى بَرِيءَ كَأَمَّا أَنْشِطَ مِنْ عِقَالٍ فَأَوْفَاهُمْ جُعْلَهُمُ الَّذِي صَاحَوهُ عَلَيْهِ . فَقَالُوا افْتَسِمُوا فَقَالَ الَّذِي رَقَى لَا تَفْعَلُوا حَتَّى نَأْتِيَ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَتَسْتَأْمِرُهُ . فَعَدَدُوا عَلَى رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ مِنْ أَيْنَ عَلِمْتُمْ أَنَّهَا رُفِيَّةٌ أَحْسَنْتُمْ وَاضْرِبُوا لِي مَعَكُمْ بِسَهْمٍ . (رواه أبو داود)

c. Musnad Ahmad No. 10985, Volume 17:<sup>13</sup>

حَدَّثَنَا هُشَيْمٌ حَدَّثَنَا أَبُو بَشِيرٍ عَنْ أَبِي الْمُتَوَكِّلِ عَنْ أَبِي سَعِيدِ الْخُدْرِيِّ أَنَّ نَاسًا مِنْ أَصْحَابِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ كَانُوا فِي سَفَرٍ فَمَرُّوا بِحَيٍّ مِنْ أَحْيَاءِ الْعَرَبِ فَاسْتَضَافُوهُمْ فَأَبَوْا أَنْ يُضَيِّفُوهُمْ فَعَرَضَ لِلنَّاسِ مِنْهُمْ فِي عَقْلِهِ أَوْ لُدِغٌ قَالَ فَقَالُوا لِأَصْحَابِ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ هَلْ فِيكُمْ مِنْ رَاقٍ فَقَالَ رَجُلٌ مِنْهُمْ نَعَمْ فَأَتَى صَاحِبَهُمْ فَرَفَاهُ بِفَاتِحَةِ الْكِتَابِ فَبَرَأَ فَأَعْطِي قَطِيعًا مِنْ غَنَمٍ فَأَبَى أَنْ يَقْبَلَ حَتَّى أَتَى النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فَذَكَرَ ذَلِكَ لَهُ فَقَالَ يَا رَسُولَ اللَّهِ وَالَّذِي بَعَثَكَ بِالْحَقِّ مَا رَفِيَّتُهُ إِلَّا بِفَاتِحَةِ الْكِتَابِ قَالَ فَضَحِكَ وَقَالَ مَا يُدْرِيكَ أَنَّهَا رُفِيَّةٌ قَالَ ثُمَّ قَالَ خُذُوا وَاضْرِبُوا لِي بِسَهْمٍ مَعَكُمْ . (رواه احمد بن حنبل)

d. Sunan at-Tirmidhi No. (2063). Volume 4, Book of Medicine From The Messenger of Allah swt, Chapter What Has Been Related About Taking Payment For *Ta'widh* (Incantation):<sup>14</sup>

حَدَّثَنَا هَنَّادٌ، قَالَ حَدَّثَنَا أَبُو مُعَاوِيَةَ، عَنِ الْأَعْمَشِ، عَنِ جَعْفَرِ بْنِ إِيَّاسٍ، عَنِ أَبِي نَضْرَةَ، عَنِ أَبِي سَعِيدِ الْخُدْرِيِّ، قَالَ بَعَثْنَا رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ فِي سَرِيَّةٍ فَنَزَلْنَا بِقَوْمٍ فَسَأَلْنَاهُمْ الْقِرَى فَلَمْ يَقْرُوا فَلَدِغَ سَيِّدُهُمْ فَأَتَوْنَا فَقَالُوا هَلْ فِيكُمْ مَنْ يَرْقِي مِنَ الْعَقْرِبِ قُلْتُ نَعَمْ أَنَا وَلَكِنْ لَا أَرْقِيهِ حَتَّى تُعْطُونَا غَنَمًا . قَالُوا فَإِنَّا نُعْطِيكُمْ ثَلَاثِينَ

<sup>13</sup> Ahmad Ibn Hanbal, *Musnad Ahmad* (Beirut: Muassasah ar-Risalah, 2001), 5.

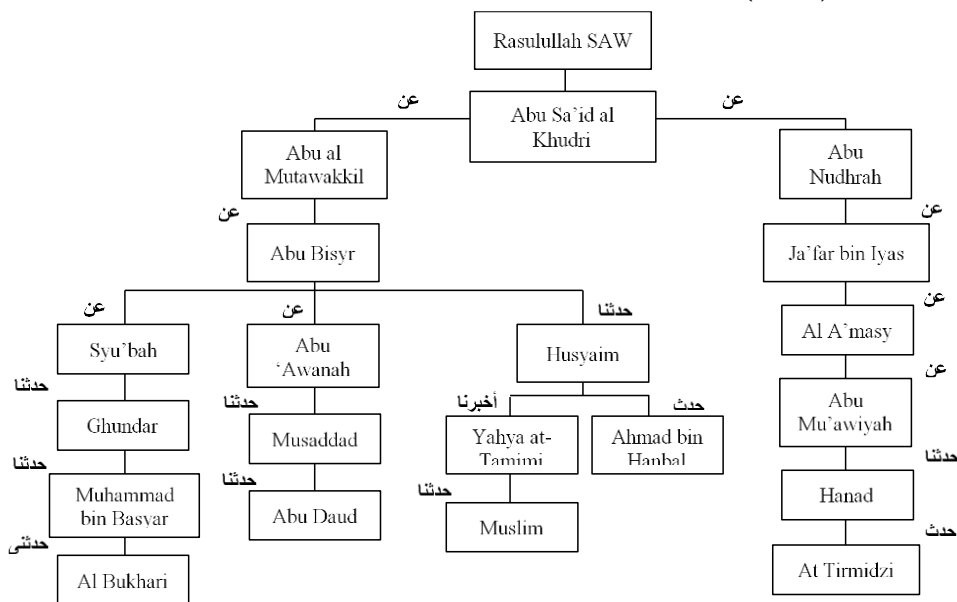
<sup>14</sup> At-Tirmidzi, "Jami' At-Tirmidhi," in *Volume 4*, trans. Abu Khaliyl, English Tr (Riyadh: Darussalam, 2007), 138.



شَاءَ . فَقَبِلْنَا فَمَرَّاتُ عَلَيْهِ الْحَمْدُ لِلَّهِ سَبْعَ مَرَّاتٍ فَبَرَأَ وَقَبَضْنَا الْعَنَمَ . قَالَ فَعَرَضَ فِي أَنْفُسِنَا مِنْهَا شَيْءٌ فَقُلْنَا لَا تَعْجَلُوا حَتَّى تَأْتُوا رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ . قَالَ فَلَمَّا قَدِمْنَا عَلَيْهِ ذَكَرْتُ لَهُ الَّذِي صَنَعْتُ قَالَ وَمَا عَلِمْتَ أَنَّهَا رُقِيَةٌ أَقْبِضُوا الْعَنَمَ وَاضْرِبُوا لِي مَعَكُمْ بِسَهْمٍ . (رواه الترمذی)

Based on the aforementioned hadiths, the chain of narration (*sanad*) scheme to facilitate the process of *I'tibar* can be illustrated as follows:

**Figure 1**  
Hadith with its Chain of Transmission (*Sanad*)



Source: Managed by Author

The above chain of narration (*sanad*) scheme shows that the Hadith about *ruqyah* with Surah al-Fatihah is recorded by al-Bukhari and narrated by Abu Dawood, Ahmad ibn Hanbal, Muslim, and at-Tirmidhi. All their narrations follow the same continuous (*mutassil*) chain from Abu Sa'id al-Khudri. Therefore, regarding the number of narrators, this Hadith can be considered as having the status of a Hadith *ahad*.

Upon examining the differences and parallels in the words within each chain of narration, it is found that in the narration of Imam al-Bukhari, there is a difference in describing the situation when a venomous creature bit the leader of the settlement. Imam al-Bukhari uses the phrase "لُدِعَ سَيِّدُ أَوْلِيكُ" which means "their leader was bitten," while in the

narration of Muslim, the phrase "سَيِّدُ الْحَيِّ لَدَيْعٌ" is used, which means "the leader of that community was bitten." Although both describe the same event, these word differences indicate variations in expression and nuance between the two narrations.

Next, in the narration of Sunan Abu Daud, there are differences in the actions taken by the companions after the leader of the settlement was bitten. In al-Bukhari's version, he "فَجَعَلَ يَقْرَأُ بِأَمِّ الْقُرْآنِ", which means "began reciting Surah Al-Fatihah", in Muslim's version, "فَرَقَاهُ بِفَاتِحَةِ الْكِتَابِ", which means "administered Ruqyah water with Al-Fatihah", while in at-Tirmidzi's narration it is mentioned "قَرَأْتُ عَلَيْهِ: الْحَمْدُ لِلَّهِ سَبْعَ مَرَّاتٍ", which means "I recited Al-Fatihah seven times for him". Despite aiming to heal the settlement leader, the methods used differ slightly.

Furthermore, each chain of narration above shares similarities in some aspects. Firstly, the similarity lies in the essence of the question posed by the residents to the followers of Prophet Muhammad saw. In al-Bukhari's narration, the residents asked, "هَلْ مَعَكُمْ مِنْ دَوَاءٍ" meaning "Do you have any medicine with you?" while in Muslim's narration, the residents asked "هَلْ فِيكُمْ رَاقٍ", meaning "Is there anyone skilled in *Ruqyah* among you?". Although there are variations in expression, the core of the question remains the same. Secondly, there is a similarity in the usage of "بِأَمِّ الْقُرْآنِ" referring to Surah Al-Fatihah as part of the healing effort. Despite the variation in the Ruqyah method, the concept of healing by reciting the Quran remains consistent among these narrations.

Based on the Hadith narrated by Bukhari No.5736 above, the sequence and evaluation of the narrators, as well as the continuity of the chain of transmission, are described as follows:<sup>15</sup>

---

<sup>15</sup> Muasasah Al-Maktabah Asy-Syamilah, "Maktabah Syamilah," 2005; Oktavian, "Hadits-Hadits Ruqyah Syar'Iyyah Tinjauan Hadits Dan Aplikasinya Di Klinik Ruqyah Az-Zahra Bandar Lampung," 54-62; Fadhly Ahmad and Yadi Mhd., "Law Ju'alah In Islam," *Dusturiyah: Jurnal Hukum Islam, Perundang-Undangan Dan Pranata Sosial* 13, no. 2 (2023): 147-65, <https://doi.org/http://dx.doi.org/10.22373/dusturiyah.v13i2.17198>.

**Table 1**  
Hadith with its Chain of Transmission (*Sanad*) and Narrators (*Rawi*)

No	Narrator Sequence	Chain Sequence	Passed Away		City	Scholars Who Provided Positive Comments on the Narrator's Character
			B	P		
1	Abu Sa'id al-Khurdi	VI	10 SH	74 H	Madinah	Handalah: knowledgeable in <i>fiqh</i>
2	Abu al-Mutawakkil/ Ali bin Daud	V		108 H	Baghdad	Ibn Mu'in, Abu Zahran, an-Nasa'i, Ibn al-Madini, Ibn Hajar: <i>tsiqah</i>
3	Abu Bisyr al-Qawafi al-Mualim/ Bayan bin Bisyr al-'Ahmasi al-Bajli	IV		108 H		Ibnu Hajar, Ibn Mu'in, Ahmad, An-Nasa'I, Abu Hatim, : <i>tsiqah</i>
4	Syu'bah bin al-Hajjaj	III	82 H	160 H	Basra	An-Nasa'i: <i>hafizh, shalih</i> Ahmad: exceptional in <i>rijal</i> Ibn Hajar: <i>tsiqah, mutqin</i>
5	Ghundar/ Muhammad bin Ja'far al-Hudzali	II		94 H	Al-Karasi	Ibn Hajar: <i>Tsiqah</i> Ibn Mu'in: Reliable Syu'bah & Ibn Hibban: <i>Tsiqah</i> , honest, courteous
6	Muhammad bin Basyar bin Utsman bin Daud	I	167 H	252 H	Basrah	Ibn Hajar, Abu Daud, Ibn Sayyar: <i>tsiqah</i> Abu Hatim: honest

No	Narrator Sequence	Chain Sequence	Passed Away		City	Scholars Who Provided Positive Comments on the Narrator's Character
			B	P		
7	Imam Bukhari/ Muhammad bin Ismail al-Bukhari	Mukharrijul Hadis	194 H	256 h	Persia	Ibnu Khuzaimah, Muslim al-Hajjaj, At-Tirmidzi: remarkable in memorization and precision

Source: Managed by Author

Based on the table above, the Hadith narrated by Bukhari No.5736 is narrated by 7 (seven) narrators. From these seven narrators, all their birth and pass-away dates are known except for three, namely Abu al-Mutawakkil, Abu Bisyr, and Ghundar. Based on the continuity of the chain of transmission, this Hadith is considered *Mutashil* (continuous). Scholars also provide positive comments on all the narrators, indicating that the narrators in this Hadith are considered reliable in transmitting Hadith. Therefore, based on the continuity of the chain of transmission and the positive comments of the scholars on all the narrators, This Hadith is considered to meet the criteria of hadith *shahih*.

### 3. *Syarah al-Hadith Regarding Ruqyah with Surah Al-Fatihah*

The Hadith about *ruqyah* with Surah al-Fatihah describes the story of Abu Sa'id, where a group of companions performed *ruqyah* (healing) on a person bitten by a venomous animal by reciting Surah al-Fatihah and in return, received a piece of sheep. This Hadith demonstrates the legitimacy of *ruqyah* (spiritual healing) as the Prophet Muhammad saw approved of the companion's actions in performing *ruqyah*.<sup>16</sup>

The word **فُلْدَعٌ** in this Hadith functions as an expression referring to a venomous animal, whether a snake, a scorpion, or other poisonous animals. However, this Hadith specifically refers to a scorpion bite. It is

<sup>16</sup> Ibnu Hamzah al Husaini al Hanafi ad Damsyiqi, "Asbabul Wurud : Latar Belakang Historis Timbulnya Hadits-Hadits Rasul," in *Jilid 3*, trans. M. Swarta Wijaya and Zafrullah Salim (Jakarta: Kalam Mulia, 2003), 378–79.

further explained in the narration by al-A'masy, who informs that a scorpion bit the group's leader. Additionally, Husyaim, in his narration as quoted by An-Nasa'i, explains that the leader was bitten by a venomous animal or had his mind disturbed.<sup>17</sup>

Based on this Hadith, there is a difference regarding the identity of the companion who performed the *ruqyah*. In the narration by Abu Dawood, it is mentioned, فَقَالَ رَجُلٌ مِّنَ الْقَوْمِ: إِنِّي لَأَرْقِي (A man among the group said, 'Indeed, by Allah, I am capable of performing *ruqyah*'). Some versions of the Hadith, like the one mentioned in Abu Dawood's narration, suggest that Abu Sa'id did not perform the *ruqyah*, as he refers to himself as "a man." However, al-A'masy clarifies with قُلْتُ: نَعَمْ أَنَا، وَلَكِنْ لَا أَرْقِيهِ (I said, 'Yes, I am the one, but I will not perform *ruqyah*.'), indicating that it was indeed Abu Sa'id who said this. Several commentators on Sahih Bukhari have addressed this issue, stating that the incident occurred twice, and Abu Sa'id narrated both events.<sup>18</sup>

In the narration by al-A'masy, وَلَكِنْ لَا أَرْقِيهِ حَتَّى تُعْطُونَا غَنَمًا ("But I will not perform *ruqyah* until you give us some sheep"). This Hadith provides an explanation regarding the form of compensation given. Furthermore, the word قَطِيعًا in the phrase قَطِيعًا مِّنْ غَنَمٍ ("a flock of sheep") can be understood to refer to a group of certain animals, which could be sheep or others. Generally, this word indicates a quantity ranging from 10 to 40. Then, in his narration, al-A'masy states فَإِنَّا نُعْطِيكُمْ ثَلَاثِينَ شَاةً ("Indeed, we will give you thirty sheep"). Thus, it is clear that the word قَطِيعًا in this Hadith refers to sheep, and the number of sheep given was thirty.<sup>19</sup>

The hadith reads, "مَا يُدْرِيكَ أَهَّأَ رُقِيَّةٌ" ("What made you know that it is *ruqyah*?"). Ad-Dawudi explains that the meaning of this hadith phrase is 'Do you know?' and that wording has also been used to narrate it. It is mentioned in the narration of Husyaim with the wording "وَمَا أَدْرَاكَ," which also means 'Do you know?' The same explanation is given in the narration by al-A'masy. Based on his narration, Shu'bah adds, "and no

---

<sup>17</sup> Ibnu Hajar Al Asqalani, "Fathul Baari (Penjelasan Kitab Shahih Al Bukhari)," in *Jilid 13*, trans. Amiruddin (Jakarta: Pustaka Azzam, 2013), 87–88.

<sup>18</sup> Asqalani, 89–90.

<sup>19</sup> Asqalani, 91.

prohibition is mentioned against it," indicating that the prohibition in question did not come from the Prophet Muhammad saw regarding this matter.<sup>20</sup>

Nevertheless, there are at least two possibilities regarding the Prophet's response in this Hadith. One possibility is that the Prophet approved of the companions' action in performing *ruqyah*, and the other possibility is that the Prophet approved of the companions' decision not to accept or divide the sheep before asking him first.

In addition to establishing the legitimacy of *ruqyah*, this Hadith implicitly addresses the permissibility of the *ju'alah* contract. It is demonstrated by how Abu Sa'id and their companions committed to performing *ruqyah* and agreed with the settlement's leader to receive a reward for their service. The Prophet Muhammad saw also instructed the companions to fulfill their commitment. According to Hadith, it is permissible to provide compensation for services rendered in certain situations, similar to how the companions were initially reluctant to perform *ruqyah* due to the settlement's refusal to offer hospitality as a form of reciprocation.<sup>21</sup>

This Hadith has been prescribed and does not contradict the Qur'an. It aligns with the verse in the Qur'an that states:

قَالُوا نَفَقْدُ صُوعَ الْمَلِكِ وَلِمَنْ جَاءَ بِهِ حِمْلُ بَعِيرٍ وَأَنَا بِهِ زَعِيمٌ

'They said, 'We are missing the king's cup, and whoever returns it will receive a camel load [of grain], and I am responsible for it.'<sup>22</sup>

Considering the quality of the chain of narration and the content of the Hadith, it can be concluded that this Hadith is authentic (*sahih*) and can be used as evidence or a legal basis for the *ju'alah* contract.

#### 4. Scholarly Perspectives on *Ju'alah* Contract

Discussion on the contract of *ju'alah* has sparked various debates among scholars, each based on interpretations of Quranic texts and

---

<sup>20</sup> Asqalani, 92–93.

<sup>21</sup> Asqalani, 94–95; Asqalani, "Fathul Baari (Penjelasan Kitab Shahih Al Bukhari)," 2016, 300–301.

<sup>22</sup> Tim Al-Qosbah et al., *Al-Qur'an Hafalan Hafazan 8 Blok Perkata Latin* (Bandung: Al-Qur'an Al-Qosbah, 2021), 244.

Hadiths and considerations of societal needs and realities. In this context, the views and arguments of prominent scholars from various schools of fiqh will be examined, providing deep insights into the principles and legal consequences associated with implementing *ju'alah* in Islam. The details of scholars' perspectives on the *ju'alah* are as follows:<sup>23</sup>

- a. The Maliki scholars permit *ju'alah* contracts in trivial matters, provided there are no clear limitations on time and compensation (fee).
- b. The Shafi'i scholars view the Hadith narrated by Abu Sa'id al-Khudri as a basis for justifying *ju'alah* contracts, especially in cases beneficial to the sick. However, Shafi'i scholars emphasize that compensation in *ju'alah* contracts is only permissible if efforts are made to achieve the intended purpose.
- c. The Hanafi scholars prohibit *ju'alah* contracts due to the ambiguity (*gharar*) found in the type of work and the time frame for executing the *ju'alah* contract. Hanafi scholars also equate *ju'alah* contracts with *Ijarah* contracts, which require clarity regarding the subject and object of the contract.
- d. The Hanbali scholars permit *ju'alah* contracts based on evidence from the Quran, specifically Surah Yusuf, verse 72, and Hadiths narrated by Abu Sa'id Al-Khudri.

Regarding the discussion on *ju'alah* contracts, the four schools of fiqh also discuss several pertinent aspects as follows:<sup>24</sup>

- a. Type of Work: Most scholars assert that acts of worship like fasting

---

<sup>23</sup> Rusyd Ibnu, "Bidayatul Mujtahid," in *Jilid 2*, trans. Rokhman Abu Usamah Fakhtur (Jakarta: Pustaka Azzam, 2007), 466; al Syarbaini Syamsuddin Muhammad bin Muhammad Al-Khatib, "Mughni Al-Muhtaj Ila Ma'rifat Ma'ani Al-Fadz Al-Manhaj," in 3 (Beirut: Dar al Kotob al 'Ilmiyah, 1994), 217; Astuti Gina Dwi, Febriadi Sandy Rizki, and Maulida Ira Siti Rohmah, "Tinjauan Fiqih Muamalah Akad Ju'alah Terhadap Praktik Giveaway Bersyarat Pada Online Shop," *Prosiding Keuangan & Perbankan Syariah* 6, no. 2 (2020), <https://doi.org/http://dx.doi.org/10.29313/syariah.v6i2.22220>.

<sup>24</sup> Wahbah Az-Zuhaili, "Fiqh Islam Wa Adillatuhu," in *Jilid 5: Hukum Transaksi Keuangan, Transaksi Jual-Beli Asuransi, Khiyar, Macam-Macam Akad Jual Beli Akad Ijarah (Penyewaan)*, trans. Abdul Hayyie Al-Kattani (Jakarta: Gema Insani, 2011), 436-39; Syamsuddin Muhammad bin Muhammad al Khatib, "Mughni Al-Muhtaj Ila Ma'rifat Ma'ani Al-Fadz Al-Manhaj," 217-27.

and prayers cannot be compensated, whereas tasks that provide tangible benefit to the employer (*Ja'il*) may receive compensation.

- b. *Ahliyyatu Ta'aqud* (capacity to contract): According to Shafi'i and Hanbali scholars, a *ju'alah* contract is invalid if it involves minors, mentally impaired individuals, or those under guardianship due to their incapacity. However, Maliki and Hanafi scholars consider it valid if the contract involves a mature and capable minor.
- c. Difficulty (*Kalfah*): In tasks performed by *'amil* (worker), Shafi'i scholars stipulate that difficulty must be present for the worker to be entitled to compensation (*Ju'l*). However, Ibn Rushd and Al-Qadhi Abd al-Wahab from the Maliki school argue that *'Amil's* tasks should generally be light.
- d. Payment Timing: Maliki scholars argue that if compensation (*Ju'l*) is paid before the completion of the contracted task by an *'Amil*, the contract is considered void.
- e. Contract Cancellation: Maliki scholars state that a *ju'alah* contract can be canceled before the task is performed. Meanwhile, Shafi'i and Hanbali scholars believe the validity of cancellation depends on the consent of both *ja'il* and *'amil*.
- f. Dispute between *Ja'il* and *'amil*: In disputes over wage amounts, Shafi'i and Maliki scholars assert that both parties must swear an oath to support their claims. However, Hanbali scholars consider the validity of the *Ja'il's* statement and oath sufficient.

Based on the explanations above, the prohibition of *ju'alah* stems from the risk of ambiguity like work and the timeframe for contract execution, which introduces elements of uncertainty (*Gharar*) contrary to Islamic law. Meanwhile, the majority of jurists agree to justify the practice of *ju'alah* in business transactions, rooted in considerations such as religious concessions (*Rukhsah*), permission from Allah swt as mentioned in the Quran (Surah Yusuf, verse 72), and societal needs.<sup>25</sup> Furthermore, in the context of Hanafi scholars' analogy with *Ijarah* contracts, analysis shows that perspectives other than Hanafi are

---

<sup>25</sup> Qudamah Ibnu and Tarki Abdullah bin Abdul Muhsin, "Al Mughni Wa Syarhul Kabir," in 8 (Kairo: Dar Alamal Kutub, 2011), 323.



considered more suitable. *Ju'alah* contracts are not entirely similar to *Ijarah* contracts in their pillars and conditions. Thus, the validation of *ju'alah* contracts is not merely based on rational evidence but also hadiths, Quranic verses, and the societal context.

### **5. Contemporary Issues Regarding *Ju'alah* Contract**

The demands and dynamics of human life are increasingly complex and diverse. Technological advancements and economic progress significantly impact interactions among individuals, businesses, and society. In this context, Islamic jurisprudence in economic and daily life matters, known as *Fiqh Muamalah*, faces various contemporary issues.

One such contemporary issue in *Fiqh Muamalah* relates to *ju'alah* contracts, specifically in affiliate marketing. Affiliate marketing is a marketing method where product marketers (affiliate marketers) promote products or services owned by others to potential consumers, allowing manufacturers to expand their market reach. In contrast, consumers gain information about potentially beneficial products or services. In affiliate marketing, marketers earn commissions when the promoted products are sold, or users take specific actions through shared affiliate links.

The process of affiliate marketing involves several steps. It begins with prospective affiliate marketers registering for specific affiliate programs, completing forms, and meeting the terms and conditions set by the relevant marketplace. Upon approval, affiliate marketers gain access to market products or services by sharing product links across social media platforms such as Twitter, TikTok, and Instagram. Affiliate marketers earn commissions from these links for each transaction or action users perform on social media platforms.

Technically, affiliate marketing operates under a *ju'alah* scheme where an award (*ja'izah*) is promised compensation if the other party achieves specific results or performance (*natijah*). Within the context of *Fiqh Muamalah*, affiliate marketing raises several issues that require in-depth research to ensure compliance with Islamic principles in economic matters. These issues include (1) Digital agreements between

product owners and affiliate marketers, emphasizing the need to formulate clear and transparent agreement terms to ensure mutual understanding and consent; (2) Commitment to commission payments to affiliate marketers by the affiliate program provider, underscoring the importance of product owners or affiliate program providers honoring commission payment commitments as agreed; (3) Ensuring the permissibility of promoted goods and available payment methods within the marketplace.

Aligned with these principles, the practice of affiliate marketing must adhere to the principles of *Fiqh Muamalah*, emphasizing the permissibility of the promoted products or services, commitment and fairness in profit sharing, and transparency in promotion:

- a. **Permissibility of Products or Services:** The products or services promoted must comply with Sharia principles, avoiding prohibited content or contrary to Islamic values. For instance, products containing interest (*riba*), alcohol, or morally harmful content cannot be promoted as halal in affiliate marketing practices. This aligns with Quranic principles (Al-Maidah: 2) and the Fatwa DSN-MUI concerning sale and purchase agreements, stipulating that traded goods and prices (*mutusman/tsaman*) must comply with Sharia provisions and applicable regulations.<sup>26</sup>
- b. **Selection of Trustworthy Supplier or Product Owner:** Affiliate marketers must carefully select trustworthy suppliers or product owners to maintain transaction integrity. Chosen partners should be known for their reliability and professionalism in fulfilling their obligations.
- c. **Commitment and Fairness in Compensation:** Involved parties, especially product owners/service lessees and affiliate marketers, must adhere to agreements and fulfill obligations regarding fees or rewards. Both parties should agree on a fair profit distribution that does not disadvantage either party. This ensures that affiliate transactions are conducted fairly in line with Islamic teachings.

---

<sup>26</sup> Dewan Syariah Nasional MUI, "Fatwa Dewan Syariah Nasional-Majelis Ulama Indonesia Nomor 110/DSN-MUI/IX/2017 Tentang Akad Jual Beli," 2017.

- d. Sharia-Compliant Payment Methods: If the promoted products are halal but the payment methods are not Sharia-certified, affiliate marketers should encourage consumers to use Sharia-compliant payment methods, avoiding conventional payment systems and opting for alternatives like pay-later options, among others.
- e. Transparency in Promotion: Transparency in promotion is crucial from the perspective of *Fiqh Muamalah*. Affiliate marketers are expected to be honest and transparent in conveying information to consumers about their relationship with the promoted products or services. This prevents fraud or manipulation of consumers and upholds the principle of honesty in Islam.

These guidelines underscore the importance of integrating ethical and Sharia-compliant practices into affiliate marketing activities, ensuring alignment with Islamic principles governing economic transactions and consumer relationships.

#### **D. CONCLUSION**

The permissibility of *ju'alah* contracts in Sahih Bukhari Hadith No. 5736 is underscored through the example of Prophet Muhammad saw endorsing Abu Sa'id al Khudri receiving a sheep as compensation for his performance of ruqyah. Through a meticulous analysis using the takhrij and syarah methods, this Hadith is concluded to be solitary (ahad) and of sound authenticity (Sahih), thereby serving as a robust legal basis for *ju'alah* contracts. In discussions on the legality of *ju'alah*, the majority of scholars agree to support this practice based on the Bukhari hadith concerning ruqyah with Surah al-Fatihah and Quranic verse 72 of Surah Yusuf, which are also pertinent in addressing contemporary challenges related to *ju'alah* resolutions. The concept of *ju'alah* in Fiqh Muamalah demonstrates Islam's flexibility in regulating contracts based on achieved outcomes or performances, as exemplified by Abu Sa'id al Khudri's ruqyah practice. Analogously, the application of this principle in affiliate marketing highlights its relevance in today's digital context, albeit facing challenges to ensure compliance with Islamic legal principles. Therefore, further research is necessary to explore the application of the *ju'alah* concept in various rapidly evolving contexts to address complexities and

challenges emerging in global economic practices.

## REFERENSI

- Ahmad, F., & Mhd., Y. (2023). Law Ju'alah In Islam. *Dusturiyah: Jurnal Hukum Islam, Perundang-Undangan Dan Pranata Sosial*, 13(2), 147–165. <https://doi.org/http://dx.doi.org/10.22373/dusturiyah.v13i2.17198>
- Ahmad Ibn Hanbal. (2001). *Musnad Ahmad*. Beirut: Muassasah ar-Risalah.
- al-Bukhari, M. bin I. (1993). Shahih al-Bukhari. In *Shahih al-Bukhari 5*. Damaskus: Daar Ibnu Katsir.
- Al-Hajjaj, I. A. H. M. I. (2007). Sahih Muslim. In N. Al-Khattab (Trans.), *Volume 6* (English Tr). Riyadh: Darussalam.
- Andri, S. (2019). *Hukum Ekonomi Syariah Dan Fiqh Muamalah di Lembaga Keuangan dan Bisnis Kontemporer*. Jakarta: Prenada Media Group.
- Arif, M. S. (2019). Ju'alah Dalam Pandangan Islam. *Siyasah : Jurnal Hukum Tata Negara*, Vol. 2(2). Retrieved from <https://www.ejournal.an-nadwah.ac.id/index.php/Siyasah/article/view/120>
- Arodha, D. (2022). Eksistensi Akad Ji'alah dalam Dunia Transportasi. *I'thisom: Jurnal Ekonomi Syariah*, 1(1). Retrieved from <https://ejournal.staialutsmani.ac.id/index.php/ithisom/article/view/10>
- Asqalani, I. H. Al. (2013). Fathul Baari (Penjelasan Kitab Shahih Al Bukhari). In Amiruddin (Trans.), *Jilid 13*. Jakarta: Pustaka Azzam.
- Asqalani, I. H. Al. (2016). Fathul Baari (Penjelasan Kitab Shahih Al Bukhari). In A. Rania (Ed.), & Amiruddin (Trans.), *Jilid 28: Orang Sakit, Pengobatan, dan Pakaian*. Jakarta: Pustaka Azzam.
- At-Tirmidzi. (2007). Jami' At-Tirmidhi. In A. Khaliyl (Trans.), *Volume 4* (English Tr). Riyadh: Darussalam.
- Az-Zuhaili, W. (2011). Fiqih Islam Wa Adillatuhu. In A. H. Al-Kattani (Trans.), *Jilid 5: Hukum transaksi keuangan, transaksi jual-beli asuransi, khiyar, macam-macam akad jual beli akad ijarah (penyewaan)*. Jakarta: Gema Insani.
- Bey, A. (1992). Tarjamah Sunan Abi Daud. In *Volume 4*. Semarang: CV. Asy-Syifa.
- Damsyiqi, I. H. al H. al H. ad. (2003). Asbabul Wurud : Latar Belakang Historis Timbulnya Hadits-Hadits Rasul. In M. S. Wijaya & Z. Salim (Trans.), *Jilid 3*. Jakarta: Kalam Mulia.

- Dewan Syariah Nasional MUI. (2007). *Fatwa Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) Nomor 62/DSN-MUI/XII/2007 Tentang Akad Ju'alah*. Jakarta.
- Dewan Syariah Nasional MUI. (2017). *Fatwa Dewan Syariah Nasional-Majelis Ulama Indonesia Nomor 110/DSN-MUI/IX/2017 tentang Akad Jual Beli*.
- Gina Dwi, A., Sandy Rizki, F., & Ira Siti Rohmah, M. (2020). Tinjauan Fiqih Muamalah Akad Ju'alah terhadap Praktik Giveaway Bersyarat pada Online Shop. *Prosiding Keuangan & Perbankan Syariah*, 6(2). <https://doi.org/http://dx.doi.org/10.29313/syariah.v6i2.22220>
- Haryono. (2017). Konsep al Ju'alah dan Model Aplikasinya dalam Kehidupan Sehari-hari. *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial Islam*, 5(9). <https://doi.org/https://doi.org/10.30868/am.v5i09.187>
- Ibnu, Q., & Abdullah bin Abdul Muhsin, T. (2011). *Al Mughni Wa Syarhul Kabir*. In 8. Kairo: Dar Alamal Kutub.
- Ibnu, R. (2007). *Bidayatul Mujtahid*. In R. Abu Usamah Fakhtur (Trans.), *Jilid 2*. Jakarta: Pustaka Azzam.
- Jaih, M., & Hasanudin. (2018). *Fikih Mu'amalah Maliyyah : Akad Ijarah dan Ju'alah*. Bandung: Simbiosis Rekatama Media.
- Khon, A. M. (2014). *Takhrij dan Metode Memahami Hadits*. Jakarta: Amzah.
- Muassasah Al-Maktabah Asy-Syamilah. (2005). *Maktabah Syamilah*.
- Nurkholis, M. (2003). *Metodologi Syarah Hadis*. Bandung: Fasygil Grup.
- Oktavian, R. F. (2019). *Hadits-Hadits Ruqyah Syar'iyah Tinjauan Hadits Dan Aplikasinya Di Klinik Ruqyah Az-Zahra Bandar Lampung* (Universitas Islam Negeri Raden Intan Lampung). Universitas Islam Negeri Raden Intan Lampung. Retrieved from [http://repository.radenintan.ac.id/7431/1/SKRIPSI\\_FULL.pdf](http://repository.radenintan.ac.id/7431/1/SKRIPSI_FULL.pdf)
- Shafique, M., & Abbasi, M. A. (2024). The Legal Status of Juala in Islamic Transaction and its Modern Application (In the light of Hanfi and Malki School of Thought). *Islamic Studies Research Journal Abhāth*, 9(33). <https://doi.org/https://doi.org/10.54692/abh.2024.09332039>
- Syamsuddin Muhammad bin Muhammad al Khatib, al S. (1994). *Mughni al-Muhtaj Ila Ma'rifat Ma'ani al-Fadz al-Manhaj*. In 3. Beirut: Dar al Kotob al 'Ilmiyah.
- Tim Al-Qosbah, Muchaeroni, Abdillah Fahrur Rozi, Ihsanudin, A.-H., Hayatul, H., & Al-Qosbah, T. (2021). *Al-Qur'an Hafalan Hafazan 8 Blok*

*Perkata Latin*. Bandung: Al-Qur'an Al-Qosbah.

Zakaria, S., & Nuraeni, N. (2022). Akad Ijarah dan Jualah dalam Perspektif Fiqh Perbandingan Pada Kegiatan Bank Syariah Di Indonesia. *El-Iqtishady: Jurnal Hukum Ekonomi Syariah*, 4(2).  
<https://doi.org/https://doi.org/10.24252/el-iqthisady.vi.31060>