

**Analysis of Car Rental Practices According to Law No. 22 of
2009 and Sharia Economic Law
(Case Study of CV. Galeri Rental Lhokseumawe City)**

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ABSTRACT

Leasing is a right commonly exercised by the community and is one form of interaction that is often carried out. The problem in this study is about the practice of Car Rental according to Law Number 22 of 2009 concerning traffic rules and Sharia Economic Law that occurs at CV Galeri Rental in Banda Sakti District, Lhokseumawe City. The formulation of this research problem, namely: 1) How is the practice of car rental at CV Galeri Rental Lhokseumawe City? 2) How is the analysis of sharia economic law and Law 22 of 2009 concerning traffic offences on car rental practices at CV Galeri Rental? This research is field research, using qualitative research methods. The approach method in this research uses empirical-juridical method. The techniques used in collecting data in this research are through observation, interviews and documentation. The results of the research show that the provisions regarding

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rights and obligations in the implementation of car leases at CV Galeri Rental are contained in a lease agreement in which the terms and conditions including rights and obligations are regulated. Case settlement due to negligence by the tenant in the car rental agreement at CV Galeri Rental in the form of damage or delay, the rental party refers to the agreement letter owned by CV Galeri Rental. In accordance with Law Number 22 Year 2009 Article 234. According to the view of Sharia Economic Law on the practice of Leasing, the original law is *mubah* (permissible), as long as it does not conflict with the rules set out in the Quran, Hadith and *Ijma'*. Likewise, the practice of car rental leasing that occurs at CV Galeri Rental Lhokseumawe City is also permissible, because the lease and the benefits are good for both the tenant and the renting party. But in the practice of renting a car rental, the renting party does not determine the rental time limit, but depends on the car renter how many days he wants to rent out his car.

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ABSTRAK

Sewa menyewa merupakan hak yang lazim dilakukan oleh masyarakat dan merupakan salah satu bentuk interaksi yang sering dilakukan. Permasalahan dalam penelitian ini adalah mengenai tentang praktik Rental Mobil menurut Undang-undang Nomor 22 Tahun 2009 tentang aturan lalu lintas dan Hukum Ekonomi Syariah yang terjadi di CV Galeri Rental Di Kecamatan Banda Sakti, Lhokseumawe City. Adapun rumusan masalah penelitian ini, yaitu: 1) Bagaimana praktik sewa menyewa mobil di CV Galeri Rental Lhokseumawe City? 2) Bagaimana analisis hukum ekonomi syariah dan UU 22 Tahun 2009 tentang pelanggaran lalu lintas terhadap praktik rental mobil di CV Galeri Rental? Penelitian ini merupakan penelitian lapangan (*field research*), dengan menggunakan metode penelitian kualitatif. Metode Pendekatan dalam penelitian ini menggunakan metode empiris-yuridis. Teknik yang digunakan dalam pengumpulan data dalam penelitian ini adalah melalui observasi,

Kata Kunci: *Praktek Rental, CV. Galeri Rental, Hukum Ekonomi Syariah*

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wawancara dan dokumentasi. Adapun hasil penelitian bahwa ketentuan mengenai hak dan kewajiban dalam pelaksanaan sewa menyewa mobil di CV Galeri Rental ini terdapat dalam surat perjanjian sewa menyewa yang di dalamnya diatur syarat dan ketentuan termasuk hak dan kewajiban. Penyelesaian perkara akibat kelalaian oleh penyewa pada perjanjian sewa menyewa mobil di CV Galeri Rental berupa kerusakan atau keterlambatan yaitu pihak rental mengacu kepada surat perjanjian yang dimiliki oleh CV Galeri Rental. Sesuai dengan Undang-Undang Nomor 22 Tahun 2009 Pasal 234. Menurut pandangan Hukum Ekonomi Syariah tentang praktik Sewa Menyewa, hukum asalnya adalah mubah (boleh), asalkan tidak bertentangan dengan aturan yang telah ditetapkan dalam Al- Quran, Hadis Dan Ijma'. Begitu juga dengan praktik sewa menyewa rental mobil yang terjadi di CV Galeri Rental Lhokseumawe City juga dibolehkan, dikarenakan sewa menyewa tersebut dan manfaatnya baik bagi pihak penyewa dan pihak yang menyewakan. Tetapi dalam praktik sewa menyewa rental mobil tersebut pihak menyewakan tidak menentukan batas waktu sewa, melainkan tergantung pada penyewa mobil berapa hari yang ingin disewakan mobilnya.

INTRODUCTION

People's need for means of transport has become a very vital need in this day and age. This is supported by the emergence of motorised vehicles at affordable prices. One of the motorised vehicles that has an affordable price is a car. In the rapid development of technology, more and more car brands offer cars at low prices to compete with other brands.¹

The need for this car is also considered important for the company. This is because in doing work employees not only do work in the office but also do

¹ Yusriadi Yusriadi, 'Debt Rules in Mudharabah Financing Agreements in Sharia Banks' (2022) 1 Al-Hiwalah: Journal of Sharia Economic Law 18 <<https://journal.iainlhokseumawe.ac.id/index.php/AlHiwalah/article/view/881>>.

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work outside the office which generally requires a means of transport to get to their destination. In fulfilling the need for a car, the company prefers to rent a rental car rather than buy a new car. The reason is that the company does not need a car in the long term so it chooses to rent. So that in this case the agreement of the parties is needed in conducting this rental car rental agreement.²

Humans as one of the living things that have needs / interests in preserving their lives. These needs cannot be obtained, unless they are with each other, relate and cooperate in fulfilling their life needs. One of the transactions carried out by the community in fulfilling their needs is a lease transaction or what is commonly known as *ijarah*.³ Lease (*ijarah*) is a contract to allow the selection of known and deliberate benefits from one substance (object) that is leased in return. So, it can be understood that the purpose of leasing is a contract to own the benefits of a particular object.⁴

Leasing is a common thing in society and is one of the forms of interaction that is often carried out. Leasing, apart from being used as business land, is also a social concern between fellow communities, which can then be said that this activity is one of the solutions to social care when viewed from the uses and benefits of the leased goods. Based on this description, the tenant's actions are contrary to the provisions of Article 1571 of the Civil Code, because you have notified and given a grace period for the tenant to terminate the lease, but the tenant ignores your notice.⁵

² Yohanes LT Tambunan, 'Responsibility of Rental Car Renters in the Event of Damage/Accidents (Study at PT. Kartika Indah Jaya)' (University of North Sumatra, 2018)

³ Husnaini Husnaini, 'Aspek Hukum Perjanjian Dalam Aktivitas Bisnis' (2022) 1 *Al-Hiwalah: Journal Syariah Economic Law* 75.

⁴ Afnidar, *The Practice of Renting Floating Equipment at Ujong Blang Beach, Banda Sakti Subdistrict, Lhokseumawe City Reviewed According to Sharia Contract Law*, Unpublished Thesis, 2017, p. 1.

⁵ Hendi Suhendi, 'Fiqh Muamalah: Discussing Islamic Economics' [2002] *Cet. I*. Jakarta: Raja Garfindo Persada.

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Although it has been clearly regulated, there are still events due to negligence by the parties that cause damage to the rental item, namely the car, in the agreement this is commonly known as default. In a car rental agreement, the tenant or consumer must be responsible for all damage and losses arising from the rented goods as stated in Law No.22 of 2009 Article 234 paragraph (1) states "the driver, owner of a motor vehicle, and / or public transport company is responsible for losses suffered by passengers and / or owners of goods and / or third parties due to the negligence of the driver".⁶ Also mentioned in the Compilation of Sharia Economic Law Article 268 paragraph (1) which reads "damage to the object of ijarah due to the negligence of the tenant is the responsibility of the tenant, unless otherwise specified in the contract". For example,⁷ a car that is rented when returned is damaged, broken car glass, scratched or scuffed car body, missing mirrors and spare tyres and so on, the renter must be responsible by repairing or replacing it in accordance with the agreement with the car rental company, all of which are beyond the power of the parties to prevent or avoid it and cause losses so that there must be a settlement from the responsible party.

In this study, researchers made a car rental as an object of research based on data obtained by researchers when conducting interviews with owners and tenants at CV. Gallery Rental. From the results of observations and interviews.⁸ the beginning of the researcher found interesting facts to research, namely in reality in the vehicle / car lease agreement, the tenant does not really understand the terms and conditions, as well as how important a lease agreement is held so that the renting party can guarantee the identity and guarantee of the tenant to anticipate bad things done by the tenant such as late

⁶ Article 234 Law no. 2 of 2009 concerning Traffic and Public Transportation

⁷ Article 268 Concerning the Compilation of Sharia Economic Law

⁸ Interview with Mr. Zainal Arifin, Owner of CV Galeri Rental, Muara Dua District, Lhokseumawe City, on Sunday, July 24 2022. 20.30 WIB.

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return of the car,⁹ defects in the car. In practice, the lessee often commits acts that have been prohibited in the agreement such as delay in returning the car or driving recklessly so that traffic accidents occur¹⁰. With the condition of the facts in the field, the author is interested in conducting research with the title: Analysis of Car Rental Practices According to Law. NO. 22 of 2009 and Sharia Economic Law (Case Study of CV. Gallery Rental Lhokseumawe)

RESEARCH METHOD

This research uses a qualitative descriptive analysis type of research, using a normative juridical approach, namely an approach that is carried out based on the main legal material by examining theories, concepts, legal principles and laws and regulations related to this research. This research is called normative juridical research because the author conducts research to see the process of loss due to accidents in car rental at CV Galeri Rental.

RESEARCH RESULTS

1. Car Leasing Practices at CV Galeri Rental Lhokseumawe City

The practice of renting a car at CV Galeri Rental can occur when there are people who come to the car rental with the aim of renting a car, In the lease, several rules and agreements must be explained between the tenant and the rental manager. In the agreement, the rental manager must convey what he wants in renting out the car to the renter. In these rules, the tenant must understand and understand the contents of the agreement that has been made by the manager so that no party is harmed. What needs to be explained in the lease are the terms of the lease, the rental price rate, proof of payment, and the risk of rent.

⁹ Husnaini (n 3).

¹⁰ Farissa Amelia and Nazaruddin Nazaruddin, 'Aktivitas Bisnis Dalam Tinjauan Aspek Hukum Perjanjian' (2022) 1 Al-Hiwalah: Journal Syariah Economic Law 171.

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The process of leasing a car starts with the arrival of a prospective tenant at a car rental and expresses the intention of his arrival. Then with an agreement, a lease agreement appears between the two parties and is followed by payment for the car rented at CV Galeri Rental.

As the CV Galeri Rental Car progresses and develops every year, which used to have only a few types of cars and types, now it has grown to 12 (twelve) cars with various types and different types. Regarding responsibility Regarding the responsibility of the CV Galeri Rental car in the event of damage to the car that is rented out, which must be repaired and maintained, from the results of the researcher's interview at CV Galeri Rental Car. Mr Zainal Arifin said that the obligations for the cost of repairs and routine maintenance of the car entrusted by the car owner to the rental party are the responsibility of CV Galeri Rental as running the car rental, this is in accordance with the agreement between the car owner and the car renter.

In terms of the benefits obtained by the car rental every month depending on the number of people who rent a car, it can be said that a month can reach around 90,000,000; million per month or half of that, as for the car that is rented out depending on the year, some reach around 6,000,000; million per month for cars with low years, if the car year is high a month can reach 6,500,000-7,000,000. but if the car has been using 5 years a month it can reach 5,000,000; million.

Regarding the organisational structure in CV Galeri Rental Car, Mr. Zainal Arifin as the owner or leader who has been managing his business with the help of only 1 (one) employee because CV Galeri Rental Car is a small business, although so far the business he founded has experienced rapid development. And the business also does not require so many employees, so there is only 1 (one) employee in charge of helping the owner or owner of CV Galeri Rental Mobil.

Car Leasing Rules and Requirements

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1. Submit a photo copy of ID Card/Family Card or other valid identity.
2. Pay the rental fee 100% in advance according to the usage plan.
3. Tenants are not allowed / prohibited from carrying drugs / psychotropic substances, firearms, explosives, sharp weapons, and those related to illegal logging or the like and all that are against the law.
4. All risks incurred by the tenant, namely: Damage, Accidents, Loss, Acts of evil people, terrorists, Earthquakes, Riots and others equivalent to it are the sole responsibility of the tenant.
5. In the event of a collision, the Renter shall bear the cost of towing the vehicle from the scene to the designated workshop.
6. The renter fully bears the cost of repairing the vehicle to its original condition, and continues to bear the rental fee until the rental party is ready to operate the vehicle again.
7. The renter is not allowed to: Pawn, entrust or transfer the vehicle to another party in any form.
8. For a rental period of 1x24 hours, the renter is responsible for radiator water, battery water, brake fluid if lacking.
9. If the renter is unable to pay off the rental obligation, the rental party is entitled to be reimbursed in the form of other valuables equivalent to the overdue rental price.
10. I as the renter know and agree to all the provisions listed on this vehicle rental proof letter, which is determined by the owner / manager of CV. Gallery Rental.
11. If there is a problem related to the renting of the vehicle mentioned above, it will be taken by the applicable law.
12. That all the above-mentioned vehicle rental conditions can be interpreted other than those written in this provision.

b) The equipment provided by CV Galeri Rental Car Namely:

1. Motor Vehicle Registration Certificate

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2. Tape
3. Lever
4. Wheel Lock
5. Poison
6. PGM Triangle
7. First Aid Kit
8. Spare Ban
9. Keys

In a car rental agreement there is an agreement between the parties, namely the car rental party and the tenant about the amount of rent to be paid, because the lease agreement is carried out rights and obligations arising from the lease agreement.

With the lease agreement above, the author can conclude that the car lease agreement has several elements, namely:

- 1) There is an agreement between the two parties
- 2) There is a payment that occurs

The car lease agreement is carried out orally, both regarding the price and the terms. The form of words used in negotiation must be clear so that it can be understood by the tenant. So that when a transaction occurs, the renter understands what terms and conditions have been agreed upon.

In making a legal relationship or agreement, the first thing to note so that the agreement made is valid must be based on the provisions of Article 1320 of the Civil Code, which determines that for the validity of the agreement four conditions are needed:

1. Agreement of those who bind themselves;
2. Capacity to make an agreement;
3. A certain thing;
4. A halal cause (causa)

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In the element of agreement, there can be a defect of will, a defect of will (*wilsgebreke*) occurs if there is an abnormal situation, in the sense that there are elements of error / misdirection (*dwaling*), violence or coercion (*berdreiging* or *dwang*), fraud (*bedrog*) in the process of an agreement made by one or more parties to the contract as stipulated in Article 1321 to Article 1328 of the Civil Code, then born later in the development of contract law the fourth defect of will is the abuse of circumstances (*mibsbruik van omstandigheden*) which is not regulated in the Civil Code but this abuse of circumstances develops through doctrine and jurisprudence, abuse of circumstances has two elements that must be fulfilled, namely the loss suffered by one party, and the abuse of opportunity by the other party.

The general terms and conditions of a vehicle lease agreement include the following:

- a. Applicability of general terms and conditions In the general terms and conditions of the vehicle lease agreement are conditions that apply generally to the rental of vehicles made by car rentals to customers as outlined in the agreement.
- b. Object of lease The leased vehicle and driver are as stated in the agreement. Vehicles that are replaced at any time with other vehicle units of the same type/class with prior agreement with the customer.
- c. The validity of the Agreement starts from the date of signature until the end of the agreed vehicle rental period or driver service period.
- d. Rental period and price The vehicle rental period and driver service period as stated in the agreement. The rental price in the agreement includes 10% VAT and the vehicle rental price includes the cost of vehicle maintenance and repairs, STNK renewal fees, temporary replacement vehicles (if agreed) and the cost of insurance premiums and vehicles.
- e. Procedure for payment Payment of the vehicle rental price and driver service price as stated in the agreement and must be made by the customer no later

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than the due date. If the payment due date falls on a Sunday, the payment shall be made by the customer on the last working day before the due date.

- f. Vehicle insurance Vehicles are insured to insurance companies in accordance with the provisions stated in the insurance policy. In the event of an accident or loss of the vehicle, the customer is required to do the following: report to the local police as soon as possible after an accident or loss of vehicle and contact TRAC within 1x24 hours from the occurrence of the accident or loss, responsible for payment of repair costs which is a burden of own risk charge in the amount of 250,000 rupiah per incident, if the vehicle is lost in addition to the payment of own risk charge as referred to, the customer is also subject to a total loss risk charge of 6,000,000 rupiah for the lost vehicle unit.

2. Pricing System for Car Rental

The car rental price tariff is corroborated by the results of the author's interview with Mr Arifin as a car rental manager in Banda Sakti District, Lhokseumawe City "The price of renting a car at CV Galeri Rental cars per day can reach 300,000-350,000 Rupiah, we give a price of 300,000 for the type of car with a low year, but if the renter wants a higher car then we calculate per day 350,000 rupiah".

According to the researcher's analysis, it can be concluded that the rental owner rents out his car depending on the type of year, if the renter wants a higher car, then we calculate 350,000 rupiah per day.

According to the researcher's analysis, it can be concluded that the rental owner rents out his car depending on the type of year, if the type of car is low, the price is still below standard but if the car is high, the price of the car he rents is also high.

3. Terms that must be prepared by the tenant

Lease occurs when both parties have agreed with the results of the conversation between the rent manager and the tenant, both regarding the price

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and the terms. In other words, both parties have pledged the existence of a lease (ijab qabul).

Based on an interview with Mr Zainal Arifin. The requirements if a tenant wants to rent a car include, photovopy of a valid ID CARD, family card, and must show a driving licence. These requirements are the requirements set by the car rental as an archive and then the requirements for tenants who already know, only with a photocopy of the ID CARD, after all the requirements have been met by the tenant, then the car desired by the tenant can be taken home.

The agreement must be in accordance with the wishes of both parties without any coercion from any party, both regarding the price and the obligations that must be fulfilled in the lease. Included in this is an agreement in terms of payment, receipt of goods and all matters relating to the car rental transaction.

The use of collateral for the renting party according to Mr Arifin is as follows:

- a. Providing rights and obligations for the renting party to
 1. Provides rights and obligations for the renting party to obtain the fulfilment of the agreement from the renter in the event of default in the car rental agreement.
 2. Encourage the lessee to return the vehicle to its original condition. Anticipating bad faith on the part of the lessee.

Based on the results of the interview, it can be understood that the lease that occurs in each car rental the conditions use a valid ID CARD and Family Card. To anticipate if the tenant makes default or breaks the promise.

4. Lease Rental Risks

The risk of leasing is something that needs to be considered in leasing transactions. Because in leasing, conflicts often occur as a result of the goods or objects that are the object of the lease being damaged so that they must be repaired.

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Vehicle damage that occurs due to the negligence of the renter, is entirely the responsibility of the renter.

be the responsibility of the Renter.

- a) If there is damage to the car that is rented out due to the tenant's actions, the damage is with a low capacity, the rental owner proposes that it be repaired by himself and the rental party only accepts it.
- b) For damage in a large capacity the rental owner proposes to use insurance
- c) All damage and / or loss of vehicles or goods due to the negligence of the renter is the responsibility of the renter.
- d) In the event of damage and / or loss of vehicles or goods caused by the driver of the rental party, the obligation to fully replace is the responsibility of the rental party.¹¹

Forms of damage reimbursement on car rental in Lhokseuawe City, namely:

1. Replacement of damage to the car damaged by the renter is borne by the insurance. The point here is that if there is damage to the car that is rented severely, then the one responsible for the car is only between the car rental manager and the insurance company.
2. Replacement of damage to the car damaged by the renter due to his negligence is borne by the renter. The meaning here is that if there is damage to the car rented due to the renter, then the one who must be responsible for repairing is the renter.
3. Replacement of car damage carried out using insurance, all costs of car repairs in the event of damage are borne by the car rental manager with the insurance company except for minor damage such as broken tyres and others.

The results of interviews with the manager of CV Gallery Rental in Lhokseumawe City as follows:

¹¹ CV Gallery Rental Agreement Text, to be taken on Tuesday, July 26 2022. At 20.30 WIB

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Mr Zainal Arifin said:

"If there is an accident and the cost of damage is below 2 million, it is the responsibility of the tenant as a whole and if there is heavy damage, the one who bears it is insurance and if the user is able to be responsible for heavy damage, we, the rental owners, do not use insurance." ¹²

The results of an interview with Mr Zainal Arifin said that:

"there was an accident in which the damage was heavy after the accident the tenant ran away and Mr Zainal Arifin's car was left at the scene of the accident and the losses suffered by the car rental owner were large". ¹³

According to the researcher's analysis, it can be concluded that if an accident occurs and the damage is below Rp. 2,000,0000-, it is the responsibility of the tenant as a whole and if there is heavy damage then the one who bears it is insurance, but if the tenant is able to compensate for the damage that occurs the rental does not use insurance.¹⁴

Lease is an agreement, by which one party binds himself to give the enjoyment of an item to the other party during a certain time, with the payment of a price agreed by the latter party. People can lease various types of goods, both fixed and movable. So the renting party is obliged to hand over the goods to the tenant, and with the delivery of the benefits of goods / objects, the tenant is also obliged to hand over the rent. At this time the explanation from the lease manager must be conveyed in detail until the tenant can understand. So that between the two no one feels disadvantaged.

¹² Results of an interview with Mr. Zainal Arifin, Owner of CV Galeri Rental, Muara Dua District, Lhokseumawe City, on Monday, August 15 2022, at. 21.00 WIB.

¹³ Hasil Wawancara Bapak Dengan Zainal Arifin, Pemilik CV Galeri Rental Kecamatan Muara Dua, Kota Lhokseumawe, Pada hari Senin, Tanggal 15 Agustus 2022, Pukul. 21.00 WIB.

¹⁴ <https://lsc.bphn.go.id/konsultasi/HukumView?id=1009>, Accessed 25 July 2022, at. 21.30 WIB

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The results of interviews conducted with tenants who have rented cars at CV Galeri Rental Cars are as follows:

The results of an interview with Mrs Nurfatni as a tenant who had rented a car at Mr Zainal Arifin's car rental said

"that when I rent a car, the rental manager explains about the problem of repairing damage and about other compensation issues and explains the condition of the car being rented"¹⁵

The results of an interview with Mrs Bibah as a tenant who had rented a car at Mr Zainal Arifin's car rental said

"that when I rent a car, the manager explains a little if there is a problem with the car, so yesterday I used a rental car to go to Takengon in the middle of the trip having a punctured tyre so Alhamdulillah the rental has provided an absorbent tyre, because it was our fault, so we compensated for the loss".¹⁶

The results of an interview with Mr Isan as a tenant who had rented a car at Mr Zainal Arifin's car rental said

"I once rented a car at Mr Zainal Arifin's tempat, because I was the first to rent Mr Arifin's tempat, he explained a little how about the procedures set by the rental party to the tenant, where the rental party explained that if something unexpected happened, if the damage was not heavy then the one who bore it was the tenant, but if there was heavy damage such as an accident then we would proceed with insurance, it was back again to the tenant if he was able to compensate for heavy damage then we the rental did not use insurance but would be borne by the tenant".¹⁷

¹⁵ Ibuk Nurfatni, Renter at CV Galeri Car Rental, Interview on Tuesday, August 16 2022, at. 10.30 WIB.

¹⁶ Ibuk Bibah, Renter at CV Galeri Car Rental, Interview on Tuesday, August 16 2022, at. 10.30 WIB.

¹⁷ Mr. Isan, Renter at CV Galeri Car Rental, Interview on Saturday, August 27 2022, at. 13.30 WIB.

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The results of an interview with Mr Zulfikar as a tenant who had rented a car at Mr Zainal Arifin's car rental said

"I once rented a car owned by Mr Zainal, the rental party explained about the problem of repairing damage as well as about other compensation issues and explained the condition of the car that was rented and told what equipment was provided at the rental for the car that was rented"¹⁸

The results of an interview with Mr Zambin as a tenant who has rented a car at a car rental owned by Mr Zainal Arifin said

"I once rented a car at CV Galeri Rental owned by Mr Zainal, that day I had a little accident where the right rearview mirror was broken because I accidentally nudged someone's Honda because I wanted to pick up the phone because I was not careful too, and after that I took the car to the workshop to replace the rearview mirror and alhamdulillah it was not too badly damaged the cost of replacing the car mirrors was around 400 hundred thousand and that I had confirmed to Mr Zainal beforehand".¹⁹

According to the researcher's analysis, it can be concluded that the results of interviews with car tenants in car rentals, that all tenants are explained by the rental manager about repairing damage to the car.

As for the results of researchers' observations in the field of car renters owned by Mr Zainal Arifin, it can be seen that on the days of Eid, New Year, and school holidays the number of car renters is very crowded unlike ordinary days.

¹⁸ Mr Zulfikar, Renter at CV Galeri Car Rental, Interview on Saturday, August 27 2022, at. 17.00 WIB.

¹⁹ Mr. Zambin, Renter at CV Galeri Car Rental, Interview Mr. Isan, Tenant at CV Galeri Car Rental, Interview on Saturday, August 27 2022, at. 11.30 WIB.

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Based on the results of interviews and observations of researchers about the practice of car rental, it can be concluded that: leasing can occur if there are two parties, namely the renter and the renting party, conducting transactions so that the leasing contract can be carried out legally. In a rental contract, there are pillars and conditions that must be fulfilled by mu'jir and musta'jir, namely the renter and the renter. The pillars in leasing are the ijab Kabul contract, mu'jir and musta'jir and the object being leased.²⁰

5. Analysis of Sharia Economic Law and Law 22 of 2009 concerning Traffic Offences Against Car Rental Practices at CV Galeri Rental Lhokseumawe City

a. Analysis of Sharia Economic Law Related to Car Rental Practices CV Galeri Rental Lhokseumawe City

Sharia economic law as part of Islamic law in the field of muamalah, sharia economy as a or activities carried out by individuals, groups of people, business entities incorporated or not incorporated in order to meet commercial and non-commercial needs according to sharia principles (KHES. Article 1 paragraph (1): Article 1 paragraph (1).

The source of Islamic Sharia economic law takes the best rule between the two extreme views (capitalist and communist) and tries to form a balance between the two (material and spiritual). The success of the Islamic economic system depends on how far the adjustments can be made between material needs and spiritual / ethical needs needed by humans. The sources of law in Islamic economics are: Al-Quran, Hadith and Sunnah, Ijma', Ijtihad or Qiyas, Istishan, Istislah and istishab.²¹

Basically, humans need proper clothing, food and shelter for their survival. However, as social creatures, humans are required to fulfil their own

²⁰ Sulaiman Ahmad Yahya Al-Faifii, *Ringkasan Fiqh Sunnah Sayyid Sabiq*, (Jakarta Al-Kausar, 2013), p. 802.

²¹ Desmal Fajri, *Hukum Ekonomi Syariah*, (Padang, LPPM Universitas Bung Hatta, 2022)

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needs. There are many things that can be done including buying and selling, renting, borrowing, pawning, and others.

One of the activities that often occurs in society is leasing. This is done because it is not possible to buy and sell. So, the path taken in order to continue to be able to use the benefits of goods or services is to lease. Lease (ijarah) is a transaction or a benefit with compensation or wages. Sometimes the benefits are in the form of goods, and sometimes in the form of skills or services.

So, according to the view of Sharia Economic Law regarding the practice of car rental leasing, the original law is permissible, as long as it does not conflict with the rules set out in the Quran, Hadith and Ijma'.²²

Fiqh rules:

الأصلُ في المعاملاتِ الإباحةُ إلا أن يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

Meaning: Basically, all forms of muamalah can be done unless there is evidence that forbids it.

Likewise, the practice of renting a car rental that occurs in Muara Dua District, Lhokseumawe City, is also permissible because the lease and the benefits are good for both the renter and the renting party. But in the practice of renting a car rental, the renting party does not determine the rental time limit, but depends on the car renter how many days he wants to rent out his car. The evidence regarding the legal basis for ijarah in Q.S. al-Thalaq / 65 verse 6²³

²² Sulaiman Ahmad Yahya Al-Faifii, *Ringkasan Fiqh Sunnah Sayyid Sabiq*.....p. 802.

²³ <https://www.seputarpengetahuan.co.id/2020/11/hukum-ijarah.html>, Accessed on August 28 2022, at 21.00 WIB.

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جَرَّتِ الْقَوِيُّ الْأَمِينُ ۚ قَالَ إِنِّي أُرِيدُ أَنْ أَنْكَ إِحْدَى ابْنَتَيْ إِجْرَةَ إِنْ خَيْرَ مَنْ أَسْتَقَالَتْ إِحْدَهُمَا يَأْتِ بِأَسْتِ هُنَيْنٍ عَلَى أَنْ تَأْجُرَنِي تَمْنِي جَجَّ فَإِنْ أَتَمَمْتَ عَشْرًا فَمِنْ عِنْدِكَ وَمَا أُرِيدُ أَنْ أَشُقَّ عَلَيْكَ سَتَجِدُنِي إِنْ شَاءَ اللَّهُ مِنَ الصَّالِحِينَ

Meaning: "One of the two women said: "My father, take him as one of your labourers, for surely the best person you can take to work for you is one who is strong and trustworthy". (27). He (Shu'aib) said: "I intend to marry you to one of my two sons, on the basis that you will work with me eight years, and if you give me ten years, that is (a favour) from you; I do not wish to burden you. And you will, God willing, find me among the good".

The above verse explains about the command in the science of *usul fiqh* the law is obligatory to obey. Wages can only be required or determined by the agreement of the parties at the time of the contract. So that the verse is clearly directed to breastfeeding accompanied by a contract (*ijarah*).²⁴ Agreement is one of the things that is needed in conducting *ijarah* contract transactions, this is the basis for determining wages for services that we have used the benefits of.

b. Law No. 22 of 2009 on Traffic Offences

Traffic violations can be defined as violations of the rules that apply in traffic, especially roads. In the realm of law, traffic offences are part of the criminal law regulated in Law No. 14 of 1992. As with violators of criminal law in general, people who become traffic offenders will also receive direct punishment from the authorities.²⁵

A traffic accident is an unexpected and unintentional event or incident involving a vehicle with or without other road users that results in human casualties and/or property damage. Meanwhile, traffic safety is a condition of

²⁴ Kementrian agama RI, *al-Quran Terjemahnya dan Tafsir*, (Bandung: Jabal, 2016), p. 559

²⁵ <https://daihatu.co.id/tips-and-event/tips-sahabat/detail-content/pelanggaran-lalu-lintas-pengertian-jenis-pasal-dan-dendanya/>, Accessed July 24 2022, 22.30 WIB.

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avoiding everyone from the risk of accidents during traffic caused by humans, vehicles, roads, and/or the environment. The road user specialised here is the renter and the vehicle in question is the car rented by the renter. If the renter experiences an unexpected event involving his rental vehicle that results in property loss, it can be referred to as a traffic accident.

In Law No.22 of 2009 concerning Road Traffic and Transport Article 229 paragraph (1) reads:

Traffic accidents are classified into:

- a) Light traffic accidents;
- b) moderate traffic accident; or
- c) Heavy traffic accidents.²⁶

Article 229 paragraph (2) of Law No.22 Year 2009 reads:

"A light traffic accident as referred to in paragraph (1) letter a is an accident that results in damage to vehicles and/or goods."²⁷

Article 229 paragraph (3) of Law No.22 of 2009 reads:

"Moderate traffic accidents as referred to in paragraph (1) letter b is an accident that results in minor injuries and damage to vehicles and/or goods"

Article 229 paragraph (4) of Law No.22 of 2009 reads:

"A serious traffic accident as referred to in paragraph (1) letter c is an accident that results in the death of the victim.

c is an accident that results in death or serious injury to the victim"

Article 229 paragraph (5) of Law No.22 of 2009 reads:

"Traffic accidents as referred to in paragraph (1) may be caused by negligence of road users, vehicle negligence, and road and/or environmental negligence".

²⁶ UU No.22 Tahun 2009, p.108

²⁷ UU No.22 Tahun 2009, p.108

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Then Article 234 of Law No. 22 of 2009 mentions the obligations and responsibilities of drivers, motor vehicle owners and/or transport companies. They are as follows:

Article 234 paragraph (1) of Law No.22 of 2009 reads:

"Drivers, motor vehicle owners and/or public transport companies are responsible for losses suffered by passengers and/or goods owners and/or third parties due to the driver's negligence.

Article 236 paragraph (1) of Law No.22 Year 2009 reads:

"The party causing the traffic accident as referred to in Article 229 shall be obliged to compensate the loss, the amount of which shall be determined by a court decision."

Article 236 paragraph (2) of Law No.22 Year 2009 reads:

"The obligation to compensate as referred to in paragraph (1) in a traffic accident as referred to in Article 229 paragraph (2) may be carried out outside the court if there is an amicable agreement between the parties involved."²⁸

According to Law No. 22 of 2009 concerning the practice of renting a car which reads in article 236, namely: the obligation to compensate for losses as referred to in paragraph (1) in traffic accidents as referred to in Article 229 paragraph (2) can be carried out outside the court if there is an amicable agreement between the parties involved". The rental party demands the renter to compensate for the losses caused, namely fines for late return and the cost of repairing the damaged car. Finally, the renter wants to replace it voluntarily at a cost according to the agreement of both parties after deliberation.

Based on the case of a rental car accident that resulted in damage to the car by the renter, the author can say that if in this problem the owner of CV Galeri Rental should be obliged to recheck the vehicle every day before being handed

²⁸ UU No.22 Tahun 2009, p.110

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over by the renter or after being handed over by the renter and rechecking the identity, especially the renter's driving licence. This is because it is feared that there are parts of the car that have previously been damaged and the time to replace or repair has been missed from checking the rental party or from the renter who is not yet proficient in driving a car. This is intended so that there is no misunderstanding between the rental owner and the renter which can result in losses on one of the parties.

CONCLUSION

After conducting research and carefully examining the "Analysis of Car Rental Rental Practices According to Law No. 22 of 2009 and Sharia Economic Law (Case Study of CV Galeri Rental Lhoksumawe City)".

Then the author can conclude as follows:

1. Rental practices at CV Gallery Rental Muara Dua sub-district Lhokseumawe City, namely: The process of leasing a car starts with the arrival of a prospective tenant at a car rental and expresses the intention of his arrival. Then with an agreement, a lease agreement arises between the two parties and is followed by payment for the car being rented. The car rental agreement is carried out orally, both regarding the price and the terms. The form of words used in negotiation must be clear so that it can be understood by the tenant. So that when a transaction occurs, the renter understands what terms and conditions have been agreed upon.
2. Analysis according to Sharia Economic Law on the practice of renting, the original law is *mubah* (permissible), as long as it does not conflict with the rules set out in the Quran, Hadith and *Ijma'*. Likewise, the practice of renting a rental car that occurs in Muara Dua District Lhokseumawe City, is also permissible because of the lease and the practice of renting a rental car that occurs in Muara Dua District Lhokseumawe City, is also permissible because of the lease and the benefits both for the tenant and the renting party. But in the practice of renting a car rental, the renting party does not

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determine the rental time limit, but depends on the car renter how many days he wants to rent out his car. Meanwhile, according to the analysis of Law Number 22 of 2009 concerning leasing in CV Galeri Rental, namely in article 236, namely: the obligation to compensate for losses as referred to in paragraph (1) in traffic accidents as referred to in Article 229 paragraph (2) can be carried out outside the court if there is an amicable agreement between the parties concerned ". The rental party demands the renter to compensate for the losses caused, namely fines for late return and the cost of repairing the damaged car. Finally, the renter wants to replace it voluntarily at a cost according to the agreement of both parties after deliberation.

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