



APPLICATION OF WAKALAH CONTRACT TO GOODS DELIVERY SERVICES

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Abstract

This study aims to determine the application of the wakalah contract to goods delivery services (case study on goods delivery services in Bireuen Regency). This research uses primary data obtained by interviewing company leaders and consumers. In this study, the research subjects are company leaders and consumers. The results of this study indicate that the application of the wakalah contract to the delivery of goods has been applied in the Bireuen Regency area, and has fulfilled the elements of the provisions of the wakalah contract seen from the company's work procedures, but regarding delays in delivery of goods, damage to goods and loss of goods the company will be responsible by providing compensation according to the classification of losses if consumers follow according to company procedures.

Keywords: *wakalah contract, Goods delivery service*

INTRODUCTION

In modern times, there are many people's needs that want to be met quickly and easily, because of their busy activities, so that their activities of interacting (bermuamalah) are hampered. For this reason, many of them make alternatives by choosing companies / trading businesses that have facilities for ordering goods with application media or via telephone that can deliver the goods directly without having to come directly to the place, because this is almost all companies / trading businesses from small to large businesses provide online purchasing services and are ready to deliver purchased goods directly to consumers. Expedition services are increasingly needed by the community, especially those who carry out long-distance buying and selling processes which usually use online media in the form of the internet. With the increasing frequency of Indonesians shopping online, more and more goods delivery services are appearing in this country. From all of this, it can be seen that delivery services (expeditions) are currently very important to facilitate all transactions and community affairs. The increasing need for expedition services for the community and all corners of the country from inside to outside the country requires expedition companies to provide safe, fast, precise services at an affordable cost and responsibility for the trust of the goods represented to them (Mushthofa, 2019).

In Indonesia, goods delivery services are served by around 3,400 companies. During the covid-19 pandemic in 2020, online shopping activities increased dramatically. As a result, the business of courier services or sending goods has also increased. This is felt by several courier service companies in Indonesia. Based on the results of editorial searches through digital, JNE is still the prima donna in the courier service business. Where every month more than 1.2 million people (47.8%) have searched for this brand directly on the internet. Then followed by J&T 368 thousand people (14.4%), then Pos Indonesia 246 thousand people (9.6%).

This illustrates that these three freight forwarding companies are among the services that have the most desirable consumers in Indonesia (Dedi Hidayat, 2020). In the Bireuen Regency Goods Delivery Service Company, the relationship between business actors providing goods delivery services and their consumers often has obstacles caused by various technical problems in the process of delivering goods. Starting from goods that are lost, damaged or experiencing delays in the arrival of goods. However, if this happens, the consumer is the party who is disadvantaged because the consumer has done his obligation, namely paying the shipping fee but not getting the rights he should get, namely the arrival of the goods on time and without damage.

Delays in goods arriving at the recipient's hands are related to the professionalism of the goods delivery service provider and the thoroughness of the customer (sender of goods). When the service provider is ready to serve the express shipper, then they should be responsible for ensuring that the goods arrive on time. But there are times when the logistics company has tried to deliver the goods on time but the address written is incomplete. This will make it difficult for the courier to send the goods, especially since often the sender of the goods does not include the telephone numbers of the sender and recipient in the goods sent. This will hamper the delivery of goods and can even cause the goods to be returned or returned to the sender.

In Islam, representing the ownership of others is included in the *Wakalah* contract, namely the consumer as the *muwakil* (the person who represents) while the goods delivery service as the representative (the party representing the delivery of goods). *Wakalah* (deputyship), or commonly called representation, is the delegation of power by one party (*muwakil*) to another party (deputy) in matters that can be represented. For his services, the recipient of the power can ask for certain rewards from the trustor (Ascarya, 2007).

In carrying out a *wakalah* contract, the rights and obligations of each party must be fulfilled without any party having their rights violated. If there is a defect that can eliminate willingness or make the contract stand on improper moral foundations, then at that time the injured party has the right to cancel or cancel the contract or even make the contract invalid. Defects in contracts in Islamic Fiqh are things that damage the contract due to the non-fulfillment of the voluntary element between the parties concerned.

Research purpose

The purpose of this research is to examine whether the *wakalah* contract is applied to the delivery of goods in Bireuen district, and to find out what are the reasons for the delay in the arrival of goods to consumers.

LITERATURE REVIEW

Wakalah

Wakalah, in language means *hifzh*, *kifayah* and *dhomman*. While in terms of a person's handover of his affairs to another person in which there is a replacement. More clearly, (Hasbi Ash-Shiddieqy, 2010) defines *wakalah* with the principle of handing over power, where someone hands over his power to another person in exchange for acting (Nurdin, 2010). (Hasbi Ash-Shiddieqy, 2010) defines *wakalah* with the principle of

handing over power, where someone hands over his power to another person in exchange for acting (Nurdin, 2010).

Goods Delivery Services

According to (Rangkuti, 2013), service is the provision of a performance or invisible action from one party to another. Meanwhile, according to (Kotler, 2000), service is any action or performance offered by one party to another which is in principle intangible and does not cause transfer of ownership, the production of services can be tied or not tied to a physical product. In general, services are produced and consumed simultaneously, where the interaction between the service provider and the service recipient affects the results of the service.

Investment in Freight Forwarding Services

investment in freight forwarding services is a company's capital expenditure or expenditure to purchase capital goods and moving equipment that are useful for goods delivery services, meaning that it is not an investment in shares. For example, investment in JNE is done by buying certain equipment so that it can become part of the JNE sales counter agency (Burhanudin, 2019).

METHOD

The type of research used is qualitative research using descriptive analysis methods and using a case study approach. Qualitative is research that does not use numbers in data collection and in interpreting the results. However, this does not mean that in this qualitative research the researcher does not use numbers at all. According to Bogdan and Taylor in the book (Moleong, 2013), said that qualitative research methods as research procedures that produce descriptive data in the form of words or oral from people and observable behavior.

RESULTS AND DISCUSSION

Empirical findings

Wakalah is the transfer of power from one person to another to do something, the representative is valid as long as the one who represents is still alive. Regarding the definition of the wakalah contract, of course, there are various perceptions from company leaders, one of which is from a respondent named Cik:

"I didn't know what a wakalah contract was, but after you briefly explained it, this wakalah contract requires a representative with the intention of helping each other in a job, for example like this J&T. And from the pillars and conditions that you explained, I already know a little about wakalah. We were just carrying out company procedures and didn't know that in Islam there is a contract that must be applied based on sharia principles".

Based on the experience of one of these respondents, sometimes people do not know what a wakalah contract is, especially for expedition company workers, especially company leaders. They only carry out company procedures and do not know that this wakalah contract is a contract applied in Islam based on sharia principles that will benefit

both parties with the intention of mutual assistance. The main thing that becomes the principle in a transaction is the validity of the contract, including in the case of a wakalah contract for goods delivery services. The provisions that must be met in the validity of the contract based on its pillars according to Islam are:

There are several pillars that must be fulfilled in wakalah, namely:

1. The person who represents (muwakkil), the condition is that he has the status of the owner of the affairs / objects and controls them and can act on these assets with himself.
2. The representative (the person who represents) is required to be a reasonable person.
3. Muwakkal fih (something that is represented), the conditions are:
 - a. The work / business can be represented or replaced by another person.
 - b. The work is owned by the muwakkil during the wakalah contract.
 - c. The work is clearly known.
4. Shigat

Types of Wakalah

Wakalah contracts are basically not the same, there are criteria. The types of wakalah contracts are divided into several types depending on the point of view, such as:

- a. wakalah "aamah
- b. Khaashah wakalah,
- c. Muthlaqah wakalah (absolute delegation)
- d. Muqayyadah (limited) wakalah,
- e. Munjazah wakalah
- f. wakalah Mu'allaqah,
- g. wakalah Bighairi Ujrah (without wages)
- h. wakalah Bil-Ujrah (with wages).

For this last clarification, the scholars agree that the Wakalah contract is basically a Tabarru'at (voluntary-benevolent) contract so that it has no legal consequences (ghairu laazimah) for the delegate (al-wakiil). However, when it turns into wakalah Bil ujah (paid), the condition changes to laazimah (with legal consequences) and is classified as a barter-compensation contract (Mu'aawadhaat).

The implementation of the contract on goods delivery services is included in the wakalah bil ujah contract, and must emphasize the clarity of the obligations and rights of the representative and muwakkil. In this case, prospective consumers and goods delivery services are informed of the provisions of the rights and obligations of both, for example: the consumer's obligation will pay fees (fees, and other fees) through wakalah in exchange for giving ujah (fee) (Fatwa DSN No. 113/DSN-MUI/IX, 2017). Furthermore, the obligations of the goods delivery service are to carry out their duties in accordance with the agreement, provide sales facilities and equipment such as delivery receipts, promotional items, tariff lists, and others related to goods delivery services, fulfill all consumer rights, etc.

Based on this concept with the answer from Mrs. Asma:

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“ I have never heard of the wakalah bil ujah contract, what I know is that the wakalah contract is a representative contract, right ...”

From this explanation, it can be seen that some people are still unfamiliar with the type of wakalah bil ujah contract, education is needed to develop information about the contract.

The Reason For Choosing A Wakalah Bil Ujah Contract In Goods Delivery Services In Bireuen District.

Ujah in the implementation of wakalah is a fee given from the party being represented to the one who represents. The purpose of giving ujah in wakalah is to repay the kindness of someone who has helped in representing a job for the services that have been sacrificed by the person who is the representative (Chindy Fransiska, 2019). After being traced, the Akad contained in a suitable goods delivery service transaction is a wakalah contract with a fee, namely the consumer sends the goods to the courier who then the courier will deliver the goods to the intended place according to the address, given a service fee in accordance with the agreement of both parties. This commerce through goods delivery services in Islamic discussions has been touched upon, namely by the ijthah of the scholars who gave rise to the rules of muamalah rules to facilitate the characteristics of the wakalah contract regulations.

There is a concept that supports the creation of a wakalah bil ujah contract, namely a power of attorney (wakalah) contract with the provision of fees (ujah), where consumers use goods delivery services as a party who will use these services, asking the courier to deliver consumer goods according to the address, then the wakalah contract process has been carried out, the goods delivery service will carry out tasks that must be borne according to company procedures, asking for a reward called a fee to the customer as the party represented by the courier admin, the provisions of this wakalah contract are called the Wakalah Bil ujah contract.

Obstacles in the goods delivery process

Goods delivery services in Bireuen Regency play an important role in facilitating community work. In addition to the easy procedures, there are several expedition service companies trying to provide the best and satisfying service for consumers, so that consumers are more comfortable with the performance of the services they provide. From each goods delivery service company is responsible for the performance of the services they provide, but there are other factors such as weather factors and also some companies that are negligent in carrying out their duties. The company will be responsible for consumers of goods delivery who experience losses by providing compensation in accordance with the classification of losses in the form of loss of goods, damage to goods and delays in delivery of goods.

In the case of damage to goods, the company compensates for the loss, but there are several conditions in accordance with company procedures such as: The goods have been insured and the packing of the goods has been guaranteed safe or using wooden packing. However, for goods that are not insured and not packed with wood, the nominal replacement is based on the results of an agreement between the goods delivery service and

the consumer. Based on this concept in accordance with the answer from one of the respondents named Rahmat Hidayat:

"In the case of delays in the arrival of goods, there are several factors, in terms of internal and external factors. However, from an internal perspective, from the employee's side, there is a technical error (human error), from an external perspective, namely from the consumer packing goods that are not in accordance with predetermined standards." (Rahmat Hidayat, 2021).

However, in practice, consumers often still feel disadvantaged due to problems in shipping goods. The company provides compensation for losses suffered by consumers in cases of loss or damage in accordance with the value of the goods. The responsibility of the company towards consumers of goods delivery who experience losses is carried out by providing compensation in accordance with the classification of losses in the form of loss of goods, damage to goods and delays in delivery of goods. Like the answer from a consumer named Ari:

I have experienced that the goods I ordered were not suitable when the goods arrived with defects. And the company compensates for the loss according to the price of the goods ordered ". (Ari Iqzar, 2021).

If the case is a delay in goods where the loss can include immaterial things, then the company should not be negligent in carrying out its performance so that consumers do not feel disadvantaged. Like the answer from one respondent named Veni:

"I once sent my package through a freight forwarder but the goods I sent did not match the address I wrote which should have been sent to banda aceh instead it was sent to manado, even though the item was very necessary it was sent late to the recipient so that it reduced its meaning. due to lack of accuracy on the part of the employees but they are responsible for sending the goods back to banda aceh. In my opinion, there is a lack of accuracy on the part of workers in the company. (Veni, 2021).

This is like the results of research from Aisyah Ayu Musyafah et al (2018) with the title "Consumer Protection of Goods Delivery Services in the Event of Delayed Delivery of Goods". The responsibility of business actors towards consumers of goods delivery who experience losses is carried out by providing compensation in accordance with the classification of losses in the form of loss of goods, damage to goods and delays in delivery of goods. Consumer protection for the problem of late delivery of goods can only be limited to protection for material losses because the cause of the loss is categorized as default which can only get compensation according to what has been agreed upon in the agreement which is the legal basis.

Company Service Performance

Actually, it is not always PT Pos Indonesia (Persero) as a business actor who makes mistakes in organizing goods delivery services. Consumers also sometimes make mistakes or negligence when organizing the delivery of goods. Where consumers who do not understand and understand all the provisions / rules and services provided by PT Pos Indonesia (Persero) as the organizer of goods delivery services. Consumers whose existence is very unlimited with very varied strata cause business actors to carry out goods

delivery activities in the most effective way possible in order to reach very pluralistic consumers (Junita Simamora, 2013).

In organizing the delivery of goods PT Pos Indonesia (Persero) has obstacles. The obstacles experienced include:

1. Human Resources (HR)

One of the shipments of goods at PT Pos Indonesia (Persero) is packing. When packing, or when rechecking, possible errors can occur.

2. Transportation Means of transportation

PT Pos Indonesia (Persero) is land, water and air. In shipping goods, adequate transportation is very important, so that if the transportation used is not roadworthy or suddenly damaged, this can hamper the package delivery process.

3. Technology

Technology at this time is very important for development to support management in the company. A computer equipped with a program that supports the implementation of goods delivery services in checking goods at PT Pos Indonesia (Persero) is an important factor. If the computer is damaged, it will hinder the process of sending goods to the recipient (Junita Simamora, 2013).

Consumer satisfaction is measured by the responsibility of Business Actors as providers of goods delivery services, namely providing the best service to consumers, guaranteeing the confidentiality of the contents of any information sent and the delivery of letters and goods to each address according to the desired schedule. Not only that, consumer satisfaction as a user of mail and goods delivery services is also measured by the compliance of the delivery service company, be it JNE, J&T or PT Pos Indonesia (Persero), to fulfill compensation to consumers when letters and goods sent are lost, damaged, or late.

Consumer indifference to the information provided by the service provider, namely the Business Actor, causes disruption of services in the delivery of goods. And consumers who do not act in good faith in goods delivery transactions can make the delivery of goods hampered. Here, it is not enough for the goods delivery service Business Actor to inform the provisions to the Consumer, but it must also be informed to the Consumer how the mechanism for resolving Consumer complaints. And likewise with consumers who use goods delivery services must also make a good faith effort to know all the rules and conditions provided by the Goods Delivery Service Company.

CLOSING

Conclusion

Based on the results of research on the Application of Akad Wakalah to Goods Delivery Services Case Study on Goods Delivery Services in Bireuen Regency, it can be concluded that:

- a. The application of the wakalah contract to goods delivery services (case study on goods delivery services in Bireuen Regency) has been determined, namely that it has fulfilled the elements of the provisions of the wakalah contract seen from the

company's work procedures, the contract used is in the form of wakalah bil ujah with the provision of goods delivery services as muwakkil while the consumer is the representative.

- b. The object used as wakalah is in the form of services engaged in administrative activities, including inputting data on the sender of goods, destination of shipments, shipping service rates, etc.
- c. The agreement document has stated the obligations and rights between the two parties.

Because these three elements are fulfilled, then in accordance with the DSN-MUI fatwa Number: 10/DSN-MUI/IV/2000 concerning wakalah and Number: 52/DSN-MUI/III/2006 concerning Wakalah Bil Ujah Akad on goods delivery services, the application is not contrary to Islamic law. Regarding cases of delay in the arrival of goods, the goods delivery service will replace the full value of lost or damaged shipments, but there are several conditions in accordance with company procedures such as: The item has been insured and the packing of the goods has been guaranteed safe or using wooden packing.

However, for goods that are not insured and not packed with wood, the nominal replacement is based on the results of an agreement between the goods delivery service and the consumer, but there are several conditions that are in accordance with company procedures such as: the item has been insured and the packing of the goods has been guaranteed to be safe or using wooden packing. However, for goods that are not insured and not packed with wood, the nominal replacement is based on the agreement between the delivery service and the consumer.

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