

Analysis of Islamic Law on Vehicle Parking Payments in Panyabungan City

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Abstract: *The phenomenon of parking area management is becoming very trendy at this time. However, the practice of paying parking leases is not without problems. One of them is the practice of parking and paying at Panyabungan. This study aims to describe the practice of paying for parking in Panyabungan. Because of this, this research will describe how the parking payment system in Panyabungan City is and how Islamic law views this parking payment. The research method used in this research is field research, namely research with data obtained from field activities. Methods of data collection by using the method of observation, interviews and documentation. Furthermore, the data that has been obtained is analyzed qualitatively by forming conclusions through deductive. The results of the study explain that the parking payment system in Panyabung does not include tickets or other proof of payment. This is because the parking rate stipulation from the Transportation Service as the basis for enforcing the amount of the figure has not been fully implemented. Meanwhile, Islamic law stipulates that the contract of a transaction must be carried out in a transparent and mutually acceptable manner.*

Keywords : *Parking; Ticket; Ijarah; Islamic law*

Abstrak: Fenomena pengelolaan areal parkir menjadi sangat trend pada saat ini. Namun, praktek pembayaran sewa parkir tidak luput dari sejumlah permasalahan. Salah satunya adalah praktek parkir dan pembayarannya di Panyabungan. Penelitian ini bertujuan untuk mendeskripsikan terkait praktek pembayaran parkir di Panyabungan. Karena itu penelitian ini akan menggambarkan bagaimana sistem pembayaran parkir di Kota Panyabungan dan bagaimana analisis hukum Islam tentang pembayaran parkir tersebut. Metode penelitian yang digunakan dalam penelitian ini adalah penelitian lapangan yaitu penelitian dengan data yang diperoleh dari kegiatan lapangan. Metode pengumpulan datanya dengan menggunakan metode observasi, wawancara dan dokumentasi. Selanjutnya data yang telah diperoleh dianalisis secara kualitatif dengan pembentukan kesimpulan melalui deduktif. Hasil penelitian menjelaskan bahwa sistem pembayaran parkir di Panyabungan tidak menyertakan karcis atau bukti pembayaran lainnya. Sebab ketetapan tarif parkir dari dinas Perhubungan sebagai dasar pemberlakuan besaran angka belum diberlakukan sepenuhnya. Sementara itu, hukum Islam menetapkan bahwa akad suatu transaksi harus dilakukan secara transparan dan sama-sama ridha.

Kata Kunci : Parkir; Karcis; Ijarah; Hukum Islam

Introduction

Parking is required to have parking services, parking convenience, and parking rates. Parking rates must also be considered, because parking rates are often the center of problems for every parking user. In crowded places, parking is a very important requirement and facility for every vehicle user who wants to leave their vehicle (Vipriyanti and Meirinawati 2021).

In the parking agreement there are parties who promise to include: the party who first received the vehicle (motorcycle and car), maintains the vehicle and returns it to its original form as the vehicle was handed over to the owner (Parmitasari 2016). In other words, even if the vehicle is lost, even if it is only damaged or loses a small part, it should still be the full

responsibility of the parking service provider. Meanwhile, the second party is the owner of the vehicle who must pay the amount of the parking fee stated on the parking ticket(Lembong 2015).

(Enik Andriani, Ashadi 2020) The agreement between the two parties can be seen from the existence of a parking ticket given by the parking service provider to the party requesting the vehicle, this is considered as evidence of the existence of the vehicle safekeeping agreement. In Islam, a person or more who have made a contract (agreement) with another, then both or more parties must carry it out in accordance with what was agreed(Suryahartati 2019). This is contained in the word of Allah SWT in Surah Al-Mai'dah verse 1 which reads(Indonesia 2014):

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ

It means: “O you who believe! Fulfill the promises.”

One of the cases occurred in the parking area of the Panyabungan City Market Center area where there was no evidence of a vehicle safekeeping agreement in the form of a parking ticket and the determination of parking rates given or carried out by the parking manager tends to always experience a sizeable increase in rates, especially before activities at night, or before the celebration of Eid al-Fitr and New Year's Eve(Raja Ritonga 2021).

The parking manager deliberately takes the opportunity to get bigger profits. The determination made by the parking manager makes a loss for parking lot users, who usually only spend money to rent a parking lot of Rp. 2,000. This can cost up to Rp. 5,000 or even more than IDR 5,000. In this case there is a discrepancy in parking rates between the rates set by the regulations of the Mandailing Natal Regent and the parking managers who are on the side of the road, especially the managers who are in the Panyabungan City Market parking lot. Because the determination of the Fee for Parking Service Charges on the Side of Public Roads is based on Mandailing Natal Regent Regulation Article 8 Number 16 of 2012 which stipulates a fee for motorbikes of IDR 1,000 and cars or similar vehicles of IDR 2,000(Raja Ritonga 2021).

However, what happened in the Panyabungan City Market parking lot, the parking service manager gave rates that were not in accordance with the decision of the Mandailing Natal Regent Regulation. For example, at night or on the eve of Eid Al-Fitr, parking lot users who are going to park their vehicles have been asked to pay a rental fee of Rp. 3,000-Rp. party. While parked vehicles have not been left in the parking lot for a long time by their owners, this is very different from the rates that apply from the time before morning to evening, the rates are set in normal increments without any multiple rates(Raja Ritonga 2021).

The parking lot with rates that are not in accordance with the Mandailing Natal Regent Regulation Number 16 of 2012 is located on the side of the old market road in Panyabungan

City, to be precise, in the Madina Square shopping center and its surroundings (Raja Ritonga 2021).

In accordance with the information obtained, the parking lot in Panyabungan Kota is a land contracted from the Department of Transportation to a party that dares to contract and in this case it is contracted by a private party. Every day there must be a deposit from the parking guard to the contracting party in the amount of IDR 100,000 per day and from the contracting party it will be deposited to the Department of Transportation in the amount of IDR 100,000, it's just that in this system the contracting party pays it to the Department of Transportation with the system paid annually.

For now, there are 14 employees in charge of managing parking in the Panyabungan city area. And each person has a designated area to guard. Each person guards with 5 to 7 shops per person, from the right and left areas to guard there are also predetermined shifts, the first shift from 9.00 WIB to 17.00 WIB and continued with the second shift from 6.00 WIB to 23.00 WIB. For employees to pay themselves without any agreement with DISHUB. For parking that is rented per month, there is, it's just that the risk that will be accepted is much greater, usually the shop owners who rent the parking lot more often (Raja Ritonga 2021).

In Surah An-Nisa verse 29 Allah says which reads (Indonesia 2014):

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ۚ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ۚ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: “O you who believe! Do not eat each other's wealth in a vanity (unrighteous) way, except in trading that applies on the basis of mutual consent between you. And don't kill yourself. Indeed, Allah is Most Merciful to you.” (QS. An-Nisa: 29).

Based on the verse above explains the prohibition of eating each other's wealth with vanity except by trading voluntarily between you. The two parties who carry out the contract have different opinions after the trade or the beneficiary is accepted, then consuming assets in which there are elements that can harm one of the parties is not permissible because in a contract that is permissible in Islam except in a way that is consensual between the two of them is also obligatory (Katsir 1999; Mahmud 2009). In this parking system there are elements that are not permissible because in the contract there are transactions that eat up assets in a way that one of the parties does not like the provisions given.

From the explanation of the facts that happened above, it is clear that there are several parties who feel disadvantaged by the use of parking rental payments that go up and down, parking service users feel disadvantaged because they do not get rates according to regional

regulations. This action violates religious rules, it is not uncommon for parking attendants to force motorists to pay for the services they perform. This is not justified in any way. In Islamic law, buying and selling services of this kind must be pleased or consensual in carrying out the transaction process and there is no element of coercion between the two. Included in the sale and purchase of services (Al-Ijarah) such as parking if one party has objections, this practice has violated the rules.

Method

The type of research used is a qualitative research method, namely as a research procedure that produces descriptive data in the form of written or spoken words from people and observed behavior. Qualitative research methods are used to examine the condition of natural objects, and where the researcher is the main instrument. In collecting data, researchers conducted observations, interviews and documentation. Furthermore, the data were analyzed descriptively with a normative approach.

Definition of Ijarah

According to etymology, ijarah is *بَيْعُ الْمَنْفَعَةِ* (selling benefits). The word ijarah literally means al-ajru, namely the reward for a job (al-jazau 'alal'amal) and the reward (tsawab). In another form the word ijarah is also commonly said to be al-ujrah which means wages or rent (al-kara-a). Between rent and wages there is also a difference in operational meaning, rent is usually used for objects, while wages are used for labor. In Arabic, wages and rent are called ijarah (Ibnu Rusyd 1960).

As for the terminology in Islamic law, ijarah is a contract (contract) of known and proposed utilization rights for certain assets for a certain period of time with certain and legal rewards or rewards for services or profits for the proposed benefits to be taken, or for efforts or the work submitted to be issued (Ibnu Rusyd 1960).

Ijarah generally applies to every contract in the form of giving compensation for a benefit taken. Broadly speaking, ijarah consists of:

Several things. First, if the object of the transaction is the benefits or services of an object, it is called ijarah al-ai'n or leasing, such as renting a house to live in. Second, if the object of the transaction is the benefits or services of a person's labor, it is called ijarah al-zimmah or wages, such as parking fees, clothes sewing wages and so on.

Meanwhile, according to the term, different scholars define ijarah, including the following (Ibnu Rusyd 1960):

- a) According to Hanafiyah "Ijarah is a contract for benefits in exchange for assets".

b) According to Malikiyah "Ijarah is a contract that gives ownership rights to the benefits of an item that is permissible for a certain period of time with a reward that does not come from benefits".

c) According to Shafi'iyah "The definition of an ijarah contract is a contract for intended and certain benefits that can be given and allowed with certain rewards."

From the definitions above, it can be argued that basically there is no difference in principle among the scholars in interpreting ijarah or leasing. From this definition it can be concluded that ijarah or leasing is a contract for benefits in return.

In terms of Islamic Law, the person who rents out is called a mua'jir, while the person who rents is called Musta'jir, the object being leased is termed Ma'jur and the rent/wages or compensation for using the benefits of the item is called Ujrah.

Leasing, like other agreements, is a consensual agreement, that is, this agreement has legal force when the lease takes place, and when the contract is in progress, the party who rents out (Ma'jir) is obliged to hand over the goods (Ma'jur) to the lessee (Musta'jir), and by handing over the benefits of the goods/objects, the lessee is also obliged to hand over the rent (Ujrah).

Basic Law of Ijarah

Al-ijarah in the form of leasing or in the form of wages is a muamalah activity that has been prescribed in Islam. According to Jumhur Ulama, the original law is mubah (permissible) if it is carried out in accordance with the provisions stipulated by syara' based on the verses of the Koran, the traditions of the Prophet and the provisions of the Ijma' Ulama (Fikri 2018). The legal basis for the permissibility of ijarah is:

1. The Koran

a. Surah At-Talaq: 6 "Place them (wives) where you live according to your ability and do not trouble them to constrict their (hearts). And if they (wives who have divorced) are pregnant, then give them their maintenance until they give birth, then if they breastfeed your (children), then give them a reward; and negotiate between you (everything) well; and if you encounter difficulties, then another woman may breastfeed (the child) for her ". (Q.S. At-Talaq: 6)

2. Al-Hadith

a. Hadith History of Muslim

أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجِفَّ عَرْفُهُ

Meaning: "Give workers wages before their sweat dries" (H.R. Muslim)(An-Naisaburi 2000).

b. Hadith Narrated by Abd ar-Razzaq from Abu Hurairah and Abu Sa'id al Khudury Meaning: "From Abu Sa'id Al-Khudry Radliyallaahu 'anhu that the Prophet Shallallaahu 'alaihi wa Sallam said: "Whoever employs a worker should determine his wages." (Narrated by Abdul Razzaq) .

3. Ijma'

Since the time of the Companions until now, ijarah has been agreed upon by Islamic jurists, except for a few scholars such as Abu Bakr Al-Asham, Isma'il bin 'Aliyah, Hasan Al-Bashri, Al-Qasyani, Nahrawani, and Ibn Kisan. This is because the community really needs this contract. In the reality of everyday life, there are rich people who have several houses that are not occupied. On the other hand, there are people who don't have a place to live. They can occupy other people's houses that are not used for a certain time, by providing compensation in the form of mutually agreed rent, without having to buy a house.

Pillars of Ijarah

According to Hanafiyah scholars, the pillars of ijarah are consent and qabul, among others by using the sentences: al-ijarah, al-isti'jar, al-iktira', and al-ikra. Meanwhile, according to jumhur ulama, there are four pillars of ijarah, namely (Ibnu Rusyd 1960):

- a) Aqid, namely mu'jir (the person who rents out) and musta'jir (the person who rents);
- b) Shigat, namely consent and qabul;
- c) Ujrah (rent or wages);
- d) Benefits, both the benefits of an item that is rented or services and labor from people who work.

From the description above, it can be concluded that a rental contract is considered valid if it fulfills the conditions mentioned above, the pillars of ijarah must be fulfilled as specified in Fiqh Muamalah.

Terms of Ijarah

As for the conditions of al-ijarah as written by Nasrun Haroen as follows (Ibnu Rusyd 1960):

- a. Which is related to two people who have a contract. According to the Syafi'iyah and Hanabilah scholars, it is required that they have reached puberty and are intelligent. Therefore, if people who have no or no sense, such as small children and crazy people, ijarah is not valid. However, the Hanafiyah and Malikiyah scholars are of the opinion that the two people who enter into a contract do not have to reach the age of puberty. Therefore, a child who is just mumayyiz may also enter into an al-ijarah contract, only the approval of the guardian is required.

b. Both parties to the contract stated their willingness to carry out the al-ijarah contract. If one of them is forced to enter into this contract, then the al-ijarah contract is invalid.

c. The benefits that become the object of al-ijarah must be known, so that disputes do not arise in the future. If the benefits that become the object are not clear, then the contract is invalid. Clarity of benefits can be done by explaining the types of benefits and explaining how long the benefits are in the hands of the lessee.

d. The al-ijarah object may be handed over and used directly and there is no defect. Therefore, fiqh scholars agree that it is not permissible to rent something that cannot be handed over and used directly by the lessee. For example, someone rents a house, then the key can be directly taken and he can immediately use it.

e. The object of al-ijarah is something that is permitted by syara'. Therefore, the fiqh scholars agree that it is not permissible to hire someone to bewitch other people, to hire someone to kill another person, nor is it permissible to rent a house to become a place of immorality.

f. What is rented out is not an obligation for the tenant, for example hiring someone to perform prayers for the tenant himself or hiring someone who has not yet made the pilgrimage to replace the tenant's pilgrimage. The fiqh scholars agree that such a leasing contract is invalid, because prayer and pilgrimage are the obligations of the tenant himself.

g. The al-ijarah object is something that is usually rented out, such as houses, vehicles, and office equipment. Therefore, a leasing contract may not be entered into on a tree that the tenant will use as a means of drying clothes. Because basically the contract for a tree is not intended like that.

h. Wages or rent in al-ijarah must be clear, certain, and something that has economic value.

Types of Ijarah

1) Ijarah 'Charity

Ijarah 'amal is used to obtain services from someone by paying wages for the services obtained. Service users are called mustajir and workers are called ajir, and the wages paid to ajir are called ujarah.

2) Ijarah 'Ain

Ijarah 'ain is a type of ijarah related to the leasing of assets with the aim of benefiting from the assets without having to transfer the ownership of the assets. In other words, only benefits (usufruct) are transferred. Ijarah 'ain in English is the term leasing. In this case, the lessor is called mujir and the lessee is mustajir and the price for obtaining the benefits is called ujarah. In

the ijarah 'ain contract, there is no clause giving the lessee a choice to buy the asset during the lease period or at the end of the lease period. In ijarah 'ain the object of the leasing contract is goods.

3) Ijarah Mutahiya Bittamlik

Ijarah lumpuriya bittamlik or abbreviated as IMBT is a term commonly used in Indonesia, while in Malaysia the term al-ijarah thumma al-bai or AITAB is used. In parts of the Middle East many use the term al-ijarah wa'iqatina or ijarah bai' al-ta'jiri. What is meant by ijarah Muntamlik is a lease between the owner of the leased object and the lessee in order to receive compensation for the leased object with the option of transferring the ownership of the leased object either by buying and selling or by giving (grants) at a certain time in accordance with the lease contract.

4) Multi-service Ijarah

Multi-service Ijarah is financing provided by the bank to customers to obtain benefits from a service, for example services in the form of education, health, employment, tourism and so on. Provisions relating to the DSN-MUI fatwa No. 44/DSN/VII/2004 concerning multiservice financing. Based on the Fatwa of the National Sharia Council No. 44/DSN-MUI/VII/2004 concerning multiservice financing, what is meant by multiservice financing, namely financing provided by Islamic Financial Institutions (LKS) to customers in obtaining benefits from a service.

Implementation of the Parking Payment System in Panyabungan City

The community must always meet their daily needs, both clothing and boards. This is inseparable from community activities carried out at the Madina Square Old Market and its surroundings. It operates every day from 06.00 WIB to 22.00 WIB. While the collection of parking fees by parking attendants carries out activities every day from 08.00 to 22.00 WIB. The number of parking attendants on each road at Pasar Lama Madina Square varies per parking area/road (Raja Ritonga 2021).

The author conducted field observations by interviewing one of the parking attendants in the Pasar Lama Madina Square area, Mr. Asmar Lubis, one of the parking attendants at Pasar Lama Madina Square, said (Daulay 2021):

"I have been a parking attendant for 7 years in this area, a parking attendant has become my livelihood to meet the needs of my family. In this area there are usually 15 parking attendants who are located differently for each parking area, where the area for each parking attendant is 6 shops on the right and 6 shops on the left. And we, who are parking attendants, work in shifts, the first shift starts at 8.00 WIB until 3.00 WIB, while the second shift continues until 22.00 WIB.

“We who work here do not have a direct contract with the Department of Transportation. Because the Department of Transportation is only a third party with whom we have contact, we are contracted with a coordinator who is directly related to the Department of Transportation. We usually deposit parking deposits to the second party with a deposit amount of 100,000/day. Here there is no ticket parking payment system, users who park their vehicles in this place usually pay parking fees directly.

The author conducted an interview with Mrs. Rahma as a member of the public or users of parking services in the Pasar Lama area, saying(Daulay 2021):

"Parking here is the same as other parking lots and the parking rates are also in accordance with the provisions of the Department of Transportation for the level of security as long as I park in this area so far it's been safe and there's never been any loss of goods."

In contrast to Mr. Sahrul, a parking service user in the Pasar Lama Madina Square area, he said(Daulay 2021):

“Sometimes I get annoyed with the parking attendants who are here, I often feel when I want to park a parking attendant's vehicle there isn't one in this place but after I want to leave suddenly a parking attendant appears asking for parking money. In my opinion, this disturbs the comfort because from the beginning there was no agreement made between me and the parking attendant. The parking attendant here should have given a ticket and stated the parking fee according to the regulations of the Transportation Service, don't suddenly come asking for parking money."

From the results of the interviews above, it can be concluded that parking attendants in the Pasar Lama Madina Square area do not give tickets to parking service users who will park their vehicles, this makes some people feel uncomfortable because there is no initial agreement made between the parking service user and the attendant. parking in the area.

Then the authors made further observations in another area, namely the parking area on the side of the front road at Bank BRI and Bank BNI. Mr. Iswan, one of the parking attendants in the area, said(Daulay 2021):

"Every driver who parks his vehicle right on the side of the road will be charged a parking fee, but specifically for those who parked their vehicle in the parking lot of Bank BRI and BNI, no parking fee will be charged. The parking areas that we guard in this area each parking attendant are 6 shops on the left and 6 shops on the right and those of us who are on duty at this place enter using shifts, some are on duty in the morning and some are on duty at night. For me,

it depends, sometimes I get the morning shift, sometimes I get the night shift, but I usually get morning to evening shift more often.”

One of the parking service users in front of Bank BRI and Bank BNI Annisa said(Daulay 2021):

"I often park my vehicle in this place because I also have a need to go to an ATM as long as he parks in this place, the parking attendant never asks for a parking fee, because there has been a notification that specifically for bank customers here, parking fees are free."

According to Putra, a roadside parking service user said(Daulay 2021):

"The collection of parking fees on the roadside is very troubling because there is no information about the payment system for parking fees to the public. I often park for a while on the side of the road, only stopping briefly because I'm waiting for a friend or receiving a call. Suddenly, the parking attendant has asked me for parking money, even though I didn't park the vehicle, just stopped for a while."

From the results of the interviews above, it can be concluded that there are several places where parking fees are not charged and both parking service users and parking attendants should provide information that roadside parking will be subject to parking rates in accordance with the provisions imposed by the Department of Transportation.

Furthermore, the author made observations in the Jongjong Market parking area, the same as the parking payment system found in the Pasar Lama Madina Square area. From the explanation of one of the parking attendants in the area, Mr. Amir Lubis said(Daulay 2021):

"I am not contracted directly from the Department of Transportation, but there is a coordinator who deals directly with the Department of Transportation. The fare here is also in accordance with the regulations of the Department of Transportation and the parking attendants at this place work on shifts. I usually get morning to evening shifts more often. For parking deposits in this area, it is deposited in the amount of 40,000 to 100,000/day. And the parking deposit is deposited directly to the coordinator.”

Based on the results of an interview with one of the parking service users at Jonjong Market, Lukman said(Daulay 2021):

"I have often parked vehicles in this area so far. I don't mind if parking attendants always ask for a parking fee, even if we only park the vehicle for a short time, because it is our obligation as a society to comply with government regulations. parking is just doing its job.”

From the results of the interviews above, it can be concluded that the parking system at Jonngjong Market is the same as the parking system at other places in accordance with the

Department of Transportation regulations. So far, no community has objected to the parking payment system implemented in the area.

The next day the author interviewed Mr. Samsuddin, a parking attendant on duty at Kopi Mandailing, who said(Daulay 2021):

"We who are on duty here don't have a Work Certificate with the Department of Transportation, it's just that we have permission from the business owner who must still manage parked vehicles without disturbing other passing vehicles. But if the weather is rainy it becomes a barrier for us as parking attendants because the deposit will definitely be reduced. Because in this place the deposit system is from daily income and even then it is shared two, half for parking attendants and half for coordinators.

An interview with Angga, one of the visitors to Mandailing Coffee, said(Daulay 2021):

"This place has become a place to hang out with friends every week. In this place, a parking fee is applied for visitors. In my opinion, it's not a problem because the business owner provides a parking area and the presence of a parking attendant is very helpful in tidying up or ordering vehicles, considering that this place is always busy. visitors so that many vehicles passing in and out of this place. The parking rates that are applied are also in accordance with the regulations of the Department of Transportation and the parking space is also comfortable, parking attendants are always alert when other vehicles want to park their vehicles. This is a form of service to visitors that is implemented by business owners, not only the place is comfortable, the place and the parking manager are also provided as safe as possible.

From the results of the interview above, it can be concluded that the parking payment system at Kopi Mandailing complies with the regulations of the Department of Transportation and for parking attendants there is no work document provided by the Department of Transportation, but through a coordinator who deals directly with the Department of Transportation. And already get permission from the business owner.

In contrast to Mrs. Sari as a parking user at a shopping center, she said(Daulay 2021):

"So far I have never been charged a parking fee by a parking attendant when I am shopping at this place because specifically for consumers in shopping centers it is free for parking fees and I always park my vehicle in the parking area provided by the shopping center."

Then the author interviewed one of the parking attendants, Mr. Suherman, who was at the shopping center location, said(Daulay 2021):

"I never ask visitors for parking fees unless the visitor parks his vehicle on the road, so my job is only to tidy up and order the vehicle, but there are some visitors who give parking money as a thank you."

One of the parking attendants at Mr Rohim's dining area said(Daulay 2021):

"I asked for a parking fee because the area where the visitor parked his vehicle on the side of the road was not in the parking area of the dining area, but the visitor was annoyed with the reason he parked his vehicle because he wanted to buy food at that place and sometimes there are some people who reason that they don't pay parking fees because did not get out of the vehicle just stopped for a moment. As a parking attendant, I only carry out my duties and the parking area that is subject to a parking fee has been determined by the Department of Transportation, but many people still don't understand this."

In contrast to Ismail, one of the parking attendants at the eatery said(Daulay 2021):

"Sometimes I do ask visitors for parking money because the parking area that I guard is sometimes quiet so no parking money will be paid. The only way to ask visitors for parking fees, even though visitors have parked their vehicles in the dining area, there are visitors who don't mind giving parking money right away and there are also some who object on the grounds that parking lots are freed up in that area for diners, I usually insist that visitors give parking money on the grounds that I am a parking attendant on duty in that area ."

From the explanation above, it can be concluded that there are still many people who do not understand parking areas that are subject to a parking fee, this makes it difficult for parking attendants to control vehicles and argue with parking users about payment issues and there are also some individuals who take advantage of violates the regulation on the use of parking fees that are not in accordance with the regulations of the Department of Transportation.

From the results of an interview with one of the parking service users in the Pasar Lama Madina Square area, Ibu Sakdiah said(Daulay 2021):

"I was once asked for a parking fee with an unreasonable rate of around Rp. 3,000 even though the vehicle I have is two-wheeled, this happened on the night of takbiran before Eid al-Fitr, the parking attendants here took the opportunity because many vehicles parked their vehicles in on the side of the road to buy supplies for Eid al-Fitr."

Similar to what was experienced by Mr. Ahmad as a parking service user in the Pasar Lama area who parked his four-wheeled vehicle, saying(Daulay 2021):

"I also experienced a few months ago when I only parked my vehicle for a short time because I was waiting for my wife and children to buy Eid al-Fitr needs, when I paid for the

parking fee with Rp. 10,000, the parking attendant instead returned my money for Rp. So far, the parking fee for four-wheelers is only Rp. 4,000. The reason for the parking attendant is because there is no change, thus completing the parking fee."

Then the author interviewed one of the parking attendants in the area, Mr. Mansur said(Daulay 2021):

"It's true that sometimes I apply a parking fee that is not in accordance with the regulations of the Transportation Service, especially on the night of takbiran ahead of Eid Al-Fitr, once in a while it's okay to only add costs once a year for Hari Raya purposes, especially since what I take is only IDR 1,000-2,000 driving is not more than that, some people also don't mind me applying it like that, counting they share alms with me ".

Analysis of Islamic Law on Vehicle Parking Payments in Panyabungan City

Based on the research results obtained through documentation interviews, as well as library data obtained directly from books and other sources related to the title of this research. Namely the view of Islamic law on parking rental payments in the City of Panyabungan, then for the next step the data sets will be analyzed in order to get conclusions to answer this research.

In general, the purpose of Islamic law is for the benefit, interests and happiness of human life both spiritually and physically, individually and socially by taking all that is beneficial and preventing or eliminating difficulties in human life. This is a form of privilege in Islam in fulfilling the needs of human life must be in accordance with the provisions of Islamic law called fiqh muamalah, all of which are the result of excavations from the Qur'an and Hadith(Azam 2005).

Parking is a business area that is still common, all parties can take advantage of it, but the determination of retribution rates is under the control of the local government.

Islamic law practices parking services included in the ijarah contract, the ijarah contract is a form of exchange whose object is in the form of benefits accompanied by certain rewards. If the object is in the form of an object, it is called leasing, while if the object is in the form of benefits from an act, it is called wages. The emergence of ijarah is due to the need for the benefits of goods or services that cannot be obtained through ownership. Ijarah will be permissible if it fulfills the pillars and conditions of the contract that have been determined by syara' as contracts that occur in general, namely the existence of parties, the object of the ijarah, and the contract. The original law of ijarah is that it is permissible (mubah) if it is carried out in accordance with the provisions stipulated by syara' based on the Qur'an, the traditions of the Prophet and the provisions of the Ijma' Ulama(Sabiq 2004).

As stated in the word of Allah SWT in surah Al-Baqarah verse 233 regarding the rental agreement is as follows: Meaning: "And if you want to suckle your child to someone else, then there is no sin for you to give payment in an appropriate way. Fear Allah and know that Allah is Saying of what you do." (Q.S. Al-Baqarah: 233)(Indonesia 2014).

In the leasing agreement is a contract as a way to obtain property in Islamic law which is widely used in everyday life. Akad is a method that pleases Allah and its contents must be upheld. Akad is defined as the relationship between consent and qabul in accordance with the will of the Shari'a which determines the existence of legal influence (effect) on the object of the engagement. So the contract can be concluded that the agreement must be an agreement between the two parties to bind themselves about the actions to be carried out in a special case.

The contract between the provider and the user of the lease as described above, seen from Islamic law, the meaning of ijarah as put forward by Imam Hanafi, is a contract for benefits in exchange for assets. Leasing is very much needed in human life, that's why Islamic law justifies it. Not everyone can buy a vehicle, because the price is not affordable. But everyone can enjoy the vehicle by renting. Because the vehicle is a daily necessity(Ibnu Rusyd 1960).

A contract is said to be valid if it fulfills the pillars and conditions. As for the pillars of ijarah(Al-Zuhaili 2004):

1. Aqid, namely mu'jir (the person who rents out) and musta'jir (the person who rents). In Panyabung City, the mu'jir is the government that provides the parking lot itself, while musta'jir is the parking service user in the Panyabung City area.

2. Shigat, namely consent and qabul. Agreement made by both parties between the provider and the user of the parking service. From the field results obtained by the author, there are no tickets issued by parking attendants to users of parking services.

3. Ujrah (rent or wages). Fees or rates paid by parking service users to parking service providers.

4. Benefits, both the benefits of an item that is rented or services and labor from people who work. The benefit is that the land is used as a parking business.

The terms of the ijarah (lease) are as follows(Al-Zuhaili 2004):

1. Related to two people who have a contract. Both parties who enter into a rental agreement must be mature and sane. So the contract is invalid if a madman or a young child is mumayiz.

2. The benefits that are the object of al-ijarah must be known, so that disputes do not arise in the future.

3. The object of al-ijarah may be handed over and used directly and there is no defect.
4. The object of al-ijarah is something that is permitted by syara'
5. What is rented out is not an obligation for the tenant.
6. The object of al-ijarah is something that is usually rented out, such as houses, vehicles and office equipment.
7. Wages or rent in al-ijarah must be clear, certain, and something that has economic value.

The parking service provider has several obligations, including having to look after, care for, and maintain the parked vehicle and must surrender the vehicle in accordance with the original, that is, in accordance with the initial conditions when the vehicle entered the parking area. That obligation

Owned by the parking service manager also causes the manager to be entitled to receive wages as a result of the legal obligations he receives. Therefore, users of parking services must pay wages as parking fees or parking retribution rates. Parking services are a business area that is still common, all parties can take advantage of them, but the determination of retribution rates is under the control of the government which is intended to minimize illegal levies and corruption by certain parties.

In Islamic law, the parking levy rate includes al-kharaj, meaning that parking is a public business area that has a social function, meaning that the interests of the community must take precedence and the government has the right to manage and take advantage of this business opportunity because it is a state asset.

There is a fiqhiyah rule which states that:

تَصْرُفُ الْأِمَامِ عَلَى الرَّاعِيَةِ مَنْوُطٌ بِالْمَصْلَحَةِ

Meaning: "The policy of a leader over the people must be based on benefit"(Khallaf 2002).

Thus, this rule provides an understanding that every action or policy of the leaders concerning and concerning rights is associated with the benefit of the people at large and is aimed at bringing about a good. Because the leader is the bearer of the mandate of the suffering of the people (umma) and for that he is appointed as a leader and must also pay attention to the benefit of the people.

Based on the description above, that the government's policy in imposing parking fees is not a violation according to Islamic law, because the policy is carried out for the benefit of the

wider community, namely minimizing illegal fees and corruption in collecting parking fee rates by certain parties.

However, in practice the parking payment system in Panyabungan City occurs with tariffs that do not have actual provisions which are different from the provisions set by the Department of Transportation in accordance with regional regulation Number 16 of 2012 concerning Management of Parking Service Retribution on Public Roads, which sets a parking fee of IDR 2,000 for two-wheeled and three-wheeled vehicles while for four-wheeled vehicles it is IDR 4,000 for four-wheeled vehicles. The parking payment system that occurs in Panyabung City increases rates which are sometimes unstable from normal rates and gradually increase from the previous stipulation. This determination took place at the time of the takbiran night of Eid al-Fitr where the parking lot was busy with users.

The impact given by the manager makes the parking lot users feel disadvantaged unilaterally because the land users feel that the stipulation given is not in accordance with the actual provisions. Even though the purpose of this parking practice is to increase regional income and the tidiness of road layouts which as a result will smoothen the flow of roads, protect consumer vehicles from crime and improve the economy for all parking business actors.

Islamic law prohibits muamalah committing injustice, fraud, and avoiding unfair competition. Justice is a role model in every determination or all transactions which have been agreed upon by the parties but if there is no justice it is the user (consumer) who feels disadvantaged, Islamic law is prescribed in maintaining religion to protect the soul, then when transactions must be mutually blessing.

According to Islam, wages must be determined in a proper, appropriate manner, without harming the interests of any party. When viewed from the point of view of the principles of Islamic law and the practice of contract transactions between users and parking lot managers, the parking transaction contains an element of one-sided harm. Because if you look at it from a broad perspective, or from the parking users who leave their vehicles for a long time to visit places where parking users want to go, they actually benefit from the contract transaction because they only need to pay a parking space rental fee of IDR 5. 000, while the disadvantaged here is the parking lot manager of Panyabungan City itself because the parking lot that should have been filled by a parking lot user that takes a long time can be replaced by another parking lot user.

Then users who feel aggrieved because the parking lot users feel they haven't left their vehicles for too long but are charged a fairly large tariff of Rp. 5,000. All this is done by the parking manager because the manager does not have proof of how long the parking lot user has

used the Panyabung City parking lot. (tickets) so that the parking lot manager takes a middle way to set the same rates for all land users who leave their vehicles, because the parking manager will not be able to memorize which vehicles have been abandoned for a long time or which vehicles have been abandoned by users for a while.

Payment can be interpreted as a process, method, act of paying. Payment is a transfer of rights to value between the buyer and the seller who simultaneously transfer the rights to goods or services in the opposite direction.

The payment referred to above is the process of ending a lease agreement that occurs between the parking lot manager and the parking lot user after the parking lot user has finished depositing his vehicle and a parking lease is determined between the manager and the parking lot user.

Payments like this have been determined unilaterally by one of the parties, especially the parking lot manager (parking attendant) to the parking lot user (consumer) as in Allah's word in surah Asy-Syu'ara' Verse 183: Meaning: "And do not harm humans by reducing their rights and do not make damage to the earth." (Q.S. Asy-Syuara': 183).

Determination of parking rental payments in which there is a non-compliance with the rates set by the Department of Transportation in regional regulations regarding experiencing an irregular increase until problems arise regarding the determination of additional wages unilaterally is contrary to the principle of mutual consent or mutual approval (Ritonga and Sari 2021).

Payment or wages is a gift for someone who has contributed in terms of doing work, the work itself is someone or everyone who is willing and able to work. When we become workers, of course we will be given wages as a form of appreciation or compensation for the work that has been done, but workers must be serious, fair and have the nature of responsibility so that someone will look good at the work that has been done by a worker.

Islam is not absolutely free to do whatever it wants, it is not allowed to do the work of extorting each other (Setiawan, Ritonga, and Hasibuan 2022), it is responsible for protecting legitimate interests, both the interests of workers and service users so that both benefit equally.

From the explanation above, the authors conclude that the parking payment system in Panyabungan City is not in accordance with Islamic law considering that there are still persons (parking attendants) who apply parking rates that are not in accordance with the regulations set by the Transportation Service which has made one of the parties, namely parking service users are harmed and there is no agreement made between the parking manager and parking users,

namely providing parking tickets. This is not in accordance with Islamic law because it is contrary to the principle of muamalah, namely liking or blessing each other.

Conclusion

In accordance with the reviews that have been done, it can be concluded that the practice of paying for vehicle parking in the City of Panyabungan does not yet have clear standards. The perpetrators or providers of parking services do not have clear rates. Mandailing Natal Regency government regulations regarding the amount of parking fees have not been implemented thoroughly. Therefore, parking attendants still make parking rates according to certain conditions and times.

Meanwhile, in the study or analysis of Islamic law, a contract will be considered valid if it is carried out with mutual consent and the contract is clear. Neither party feels aggrieved or wronged. The implementation of the vehicle parking payment contract is still classified as containing elements of ghoror. Where parking service providers do not have a clear nominal related to parking numbers or nominal. Therefore, the vehicle parking payment contract must take place in accordance with the pillars and terms of ijarah.

References

- 'Azam, Abdul 'Aziz Muhammad. 2005. *Al-Qowa'id Al-Fiqhiyah*. Kairo: Dar El Hadith.
- Al-Zuhaili, Wahba. 2004. *Fiqh Islam Wa Adillatuhu*. Beirut: Darul Fikr.
- An-Naisaburi, Al-Imam Abul Husain Muslim bin al-Hajjaj al-Qusyairi. 2000. *Shobih Muslim*. Kerajaan Arab Saudi: Darussalam.
- Daulay, Lia Pratiwi. 2021. *The Results of an Interview with One of the Informants*. Panyabungan.
- Enik Andriani, Ashadi, Jabal Nur. 2020. "Praktek Tukang Parkir Liar Dalam Perspektif Hukum Islam Studi Kasus Di Baruga Kota Kendari." *Fawaid Sharia Economic Law Review* 2(2):184–95.
- Fikri, Rahmad. 2018. "Identifikasi Penerapan Akad Dalam Pembiayaan Pemilikan Rumah Pada Bank Muamalat Dan Bank Tabungan Negara Syariah Cabang Malang." *Jurnal Ilmiah Mahasiswa FEB* 7(1).
- Ibnu Rusyd. 1960. *Bidayatul Mujtabid*. Kairo: Mustafa al-Halaisy.
- Indonesia, Kementerian Agama Republik. 2014. *Al-Qur'an Al-Karim Dan Terjemahannya*. Surabaya: Halim.
- Katsir, Abu Fida' Ismail bin Umar Ibnu. 1999. *Tafsir Al-Qur'an Al-Adzhim*. II. Riyad: Daar Thoibah.
- Khallaf, Abdul Wahab. 2002. *Ilmu Ushul Al-Fiqh*. Kairo: Dar El Hadith.
- Lembong, Syalom W. J. Gerungan Anna Wahongan Roy. 2015. "PERTANGGUNGJAWABAN

PERDATA PENGELOLA PARKIR TERHADAP KENDARAAN KONSUMEN.”

- Mahmud, Al-Zamakhsyari bin Umar. 2009. *Tafsir Al-Kasyaf*. III. Beirut: Darul Ma'arif.
- Parmitasari, Indah. 2016. “Hubungan Hukum Antara Pemilik Kendaraan Dengan Pengelola Parkir.” *Jurnal Yuridis* 3(1):20–36.
- Raja Ritonga, Lia Pratiwi Daulay. 2021. *Results of Observations and Field Notes*. Panyabungan.
- Ritonga, Raja, and Endah Nopita Sari. 2021. “Pendapat Ulama Madzhab Terhadap Denda Pada Praktik Mindringan.” *El-Faqih: Jurnal Pemikiran Dan Hukum Islam* 7(2):2021.
- Sabiq, Sayyid. 2004. *Fiqh Sunnah*. Kairo: Daar Hadis.
- Setiawan, Puguh, Raja Ritonga, and Kalijunjung Hasibuan. 2022. “Quality Of Human Resources in Waqf Institution: Counterproductive Study on Muhammadiyah Charity Business.” *Quality - Access to Success* 23(187):222–31. doi: 10.47750/qas/23.187.28.
- Suryahartati, Dwi. 2019. “Perjanjian Penitipan Barang Dalam Pengelolaan Parkir Bagi Perlindungan Konsumen Di Indonesia.” *Acta Diurnal Jurnal Ilmu Hukum Kenotariatan Dan Ke-PPAT-An* 2(2):252. doi: 10.24198/acta.v2i2.102.
- Vipriyanti, Sevira, and Meirinawati Meirinawati. 2021. “Kualitas Pelayanan Parkir Berlangganan Untuk Meningkatkan Pendapatan Retribusi Parkir Di Dinas Perhubungan Kabupaten Tuban.” *Publika* 9(2):227–40. doi: 10.26740/publika.v9n2.p227-240.