

Ownership Status of Residual Motorcycle Spare Parts from the Perspective of *Maslahah Mursalah* and the *Ijarah bi al-'Amal* Contract: A Case Study of a Repair Shop in Lima Kaum, Tanah Datar Regency

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Abstract. This study examines the legal status of ownership over residual motorcycle spare parts arising from part-replacement transactions at repair shops, a widespread contemporary *muamalah* issue that has yet to attain legal certainty for either consumers or mechanics. The unauthorized appropriation of residual parts without explicit consumer consent potentially creates transactional *gharar* and conflicts with the principle of ownership protection under both Islamic law and Indonesian positive law. The novelty of this study lies in the simultaneous integration of three analytical frameworks-the classical doctrine of abandoned property, the construction of the *Ijarah bi al-'Amal* contract, and Indonesia's Consumer Protection Law-an integration not found in prior studies on residual-goods ownership, which have generally focused on leftover fabric or construction materials. This study employs a qualitative field-research method with a descriptive-analytical approach within a normative-empirical framework. Primary data were collected through semi-structured interviews with one mechanic and four consumers at Bengkel Lima Kaum, Tanah Datar Regency, supplemented by secondary data from classical *fiqh* literature and contemporary Islamic economics scholarship. Data were analyzed descriptively-qualitatively using the Miles and Huberman interactive model, comprising data reduction, data display, and conclusion drawing or verification, with data validity established through source triangulation. The findings indicate that the legal status of residual spare parts is determined by two key variables: the quantity or economic value of the residue, and the presence or absence of an indicated release of rights by the consumer. Small residues customarily left behind by consumers fall under *maslahah mu'tabarrah*, as their status shifts to *matrukah* and may therefore be utilized by the mechanic; conversely, residues of significant quantity fall under *maslahah mulghah*, meaning full ownership (*al-milk al-tam*) remains with the consumer and must be returned. This study formulates operational criteria for distinguishing the two categories and recommends that repair shops include an explicit clause on the status of residual parts within the *ijarah* contract, as an instrument for mitigating *gharar* and ensuring legal certainty and fairness for both parties.

Keywords: *Maslahah Mursalah; Ownership Rights; Residual Spare Parts; Ijarah Contract; Consumer Protection.*

A. INTRODUCTION

Human beings are social creatures whose survival depends on interaction with one another. This interdependence gives rise to *muamalah* activities, namely reciprocal relationships that inherently carry proportional rights and obligations for each party. Respect for the rights of others is a necessity, since every individual holds an equal position before the law; thus, the norms of *fiqh* muamalat regulate these relations of rights and obligations so as not to give rise to conflicts of interest (Rahmawati et al., 2023). In Tanah Datar Regency, whose population is predominantly Muslim, the community's economic activities should ideally always refer to the guidance of the Qur'an and Hadith. The dynamics of modern life, on the other hand, frequently push some business actors to prioritize efficiency and profit without

fully observing the corridors of Islamic law, including in motor-vehicle repair-service transactions.

Maslahah mursalah is one of the methods of legal istinbath used to formulate rulings on matters not explicitly regulated by the nass (scriptural text), so long as the decision taken is consistent with maqasid al-shari'ah, namely the preservation of religion, life, intellect, lineage, and property. The hadith foundation concerning the importance of safeguarding the rights and property of fellow Muslims in *muamalah* serves as the normative basis for all istinbath methods, including *maslahah mursalah* (Isnani Harahap et al., 2015). Within the domain of *muamalah*, this method plays an important role in determining the ownership status of residual goods from a transaction that are not regulated in detail by the nass, while remaining guided by the principle of maximizing benefit and minimizing harm (Al-Ghazali, 1997). The relevance of this method is further strengthened when linked to the rational yet ethical character of Islamic economics, which consistently takes into account the real welfare of society in every economic legal determination (Imama, 2008).

Preliminary field observations indicate that the practice of replacing motorcycle spare parts at repair shops has been ongoing for a long time, yet it harbors a number of legal irregularities. One of the most prominent is the mechanics' habit of taking residual spare parts—such as used oil, brake pads, or other components—without first seeking the consumer's consent. In principle, however, such spare parts have already been legitimately purchased by the consumer through a sale-and-purchase contract or an *Ijarah bi al-'Amal* contract for the installation service, so that ownership rights remain fully attached to the consumer until a lawful transfer of rights occurs. The absence of an explicit agreement regarding the status of these residual goods has the potential to give rise to *gharar* in the contract and to disadvantage one of the transacting parties.

The study of ownership rights over residual transactional goods is not a new theme in the literature on Islamic economic law. Rahmawati et al. (2023) examined ownership rights over leftover sewing fabric in Hargomulyo Village through the perspective of *maslahah mursalah* and found that ownership of the fabric residue depends on local custom ('urf). Rosmita et al. (2023) examined a similar issue in Malaabis, Makassar, using a *fiqh muamalah* approach, while Nurahman (2022) focused on the sale of leftover construction-project materials. Yusriani (2022) examined ownership rights over sewing residue from the perspective of the Compilation of Islamic Economic Law (KHES), and Maryani et al. (2025) examined found property (luqathah) in the form of a wallet left in used clothing from the perspective of the Shafi'i school. These five studies enrich the body of literature on residual goods, but all of them focus on textile objects, construction materials, or incidental found property, while the object of motorcycle spare parts—which involves a service contract (*Ijarah bi al-'Amal*) and potentially intersects directly with consumer-protection law—has never been specifically examined. This gap constitutes the point of departure for the urgency of the present study.

The novelty of this study lies in three aspects. First, this study integrates the classical doctrine of abandoned property with the construction of the *Ijarah bi al-'Amal* contract that underlies the legal relationship between mechanics and repair-shop consumers, a combination that has not been used in previous studies on residual transactional goods. Second, this study links *fiqh* analysis with Law No. 8 of 1999 on Consumer Protection to demonstrate the point of convergence between Islamic law and Indonesian positive law in protecting consumers' rights over residual goods (Fibrianti, 2023). Third, this study formulates operational criteria that are not merely normative-qualitative but are accompanied by measurable field indicators to distinguish the categories of *maslahah mu'tabarrah* and *maslahah mulghah* in the context of

residual spare parts, so that they can serve as a practical guideline for repair-shop business actors beyond the context of this study.

Based on the above discussion, this study formulates three research questions: (1) how does *maslahah* mursalah view the ownership rights over residual motorcycle spare parts in repair-shop practice in Tanah Datar Regency; (2) what is the position of the *Ijarah bi al-'Amal* contract in determining the ownership status of such residual spare parts; and (3) what are the legal implications for mechanics who fail to return the consumer's ownership rights over residual spare parts. This study aims to answer these three questions while also providing a theoretical contribution to the development of *maslahah* mursalah studies in the field of contemporary *muamalah*, as well as a practical contribution in the form of transactional-ethics guidelines for repair-shop business actors and a framework of legal awareness for consumers.

B. LITERATURE REVIEW

1. The Concept of *Maslahah Mursalah*

Etymologically, the word "*maslahah*" derives from the root *shalaha*, *yashluhu*, and *shalahan*, meaning good, proper, and beneficial. *Maslahah mursalah* refers to a benefit that is not explicitly bound by any shari'ah ruling or prohibition (Muhajirin, 2021). In general, *maslahah* can be understood as anything that brings benefit to others, whether in the form of pleasure or an effort to avoid harm (Syuhud & Kawakib, 2022).

Terminologically, Al-Ghazali, in his work *Al-Mustashfa*, defines *maslahah* as the effort to attract benefit and repel harm in order to safeguard *maqasid al-shari'ah*, which encompasses five main aspects: religion, life, intellect, lineage, and property (Al-Ghazali, 1997). Al-Ghazali divides *maslahah* into three categories based on its conformity with *shar'-maslahah* endorsed by *shar'*, *maslahah* rejected by *shar'*, and *maslahah* for which no specific evidence is found, this last category being what is termed *maslahah* mursalah. A similar view is expressed by Al-Khawarizmi and by Izzuddin ibn Abd al-Salam in *Qawa'id al-Ahkam*, who define *maslahah* as a cause that brings pleasure and prevents harm (Harun, 2022).

2. Classification of *Maslahah* and Its Relevance to Residual Goods

Scholars of *usul fiqh* classify *maslahah* from several perspectives. In terms of priority, *maslahah* is divided into *al-dharuriyah* (essential), *al-hajiyah* (needed), and *al-tahsiniah* (complementary) (Muhammad, 1968; Nasrun Harun, 1997; Rachmat Syafe'i, 2021). In terms of scope, *maslahah* is divided into *al-'ammah* (public) and *al-khasah* (private), where public interest takes priority whenever it conflicts with private interest. Meanwhile, in terms of its recognition under *shar'*, *maslahah* is divided into three types: *mu'tabarah* (validated), *mulghah* (nullified), and *mursalah* (having no specific evidence yet consistent with *maqasid al-shari'ah*).

In the context of residual spare parts, the *mu'tabarah* and *mulghah* classifications serve as the main analytical tools in this study. Residual goods that are customarily ('urf) regarded as valueless and intentionally left behind by their owner are classified as *mu'tabarah*, whereas residual goods that still hold significant economic value for their owner are classified as *mulghah*, since disregarding the owner's rights would give rise to real harm (Al-Syalabi, 1981). These two categories are subsequently operationalized in the results and discussion section to map field practices.

3. Analysis of Abandoned Property (*Matrukah*) and Found Property (*Luqathah*)

The concept of *matrukah* is closely related to *luqathah* (found property) in classical *fiqh*. Ibn Qudamah, in *Al-Mughni*, asserts that goods of small value that owners commonly do not bother about (*yasir la yatanafasu al-nas fi mitslih*) fall under a lighter ruling compared to found property of high value, since the loss incurred by the owner is considered insignificant.

A similar view is expressed by Sheikh Abdul Qadir Audah, who asserts that goods intentionally left behind by their owner (*matrukah*) may be utilized by another party because the prior ownership right is deemed to have lapsed (Audah, 2007).

The doctrine of *luqathah* nonetheless still demands caution: the Shafi'i school requires a public announcement (*ta'rif*) before found property may be utilized, whereas goods of small value that are customarily left behind may be utilized directly by the finder without that procedure (Maryani et al., 2025). This principle is relevant when applied to residual spare parts at a repair shop: when the residual goods are of small value and the consumer, by custom, does not request their return, an indication of the release of rights (*ibahah*) may be considered to occur implicitly, without requiring the formal announcement procedure applicable to high-value *luqathah*.

4. The *Ijarah bi al-'Amal* Contract in Repair-Shop Services

The legal relationship between mechanic and consumer in a motorcycle-servicing transaction is essentially an *ijarah* contract, namely a contract for the transfer of the right of use (usufruct) of a good or service in exchange for the payment of a wage, without any accompanying transfer of ownership of the good itself (Ahmad Wardi Muslich, 2010; Sayyid Sabiq, 2006). *Ijarah* is divided into two types: *ijarah* over usufruct (*ijarah 'ala al-manafi'*), such as vehicle rental, and *ijarah* over labor (*Ijarah bi al-'Amal*), such as repair services and spare-part installation (Ghani & Yacoob, 2021). In the repair-shop context, the mechanic holds the position of service provider (*ajir*), while the consumer holds the position of service recipient (*musta'jir*) as well as owner of the goods. The object of the *Ijarah bi al-'Amal* contract is not the spare part itself but the installation service, so that the old spare part removed from the vehicle remains the consumer's property so long as no other agreement exists (Musyafa, 2024). This lack of clarity regarding the status of residual goods has the potential to give rise to a defect in the contract in the form of *gharar*, as has likewise been found in the practice of electronic-repair *ijarah* services that do not include an explicit clause on the handover of residual goods.

The characteristic of *Ijarah bi al-'Amal* as a contract whose object is a service rather than a physical good is also found in other empirical studies outside the repair-shop sector. Rafiqie and Habibi (2024), for instance, found that the determination of wages (*ujrah*) for chili-farm laborers based on *Ijarah bi al-'Amal* is often not accompanied by clarity regarding the object and scope of work agreed upon at the outset of the contract, which has the potential to give rise to disputes similar to those found in the repair-shop practice examined in this study. This similarity in pattern reinforces the argument that the issue of contractual-object clarity in *Ijarah bi al-'Amal* is cross-sectoral rather than specific to any one type of service, so that the operational criteria formulated in this study could potentially be adapted to other service contexts with similar contractual characteristics.

5. Ownership Rights (Al-Milkiyah) from the Perspective of Islamic and Positive Law

From an Islamic perspective, ownership (*al-milk*) means control over an object that grants its owner the authority to take legal action with respect to that object so long as it does not contravene shari'ah (Ali, 2012). Fiqh scholars divide ownership rights into perfect ownership (*al-milk al-tam*), which covers both the object and its usufruct, and imperfect ownership (*al-milk al-naqis*), which covers only one of the two (Wahbah Zuhaili, 2005). This principle is consistent with the concept of property in Islamic economics, which positions ownership as a trust (*amanah*) rather than absolute control, so that its use must have regard to the rights and welfare of others (Masrina et al., 2023).

In Indonesian positive law, Article 570 of the Indonesian Civil Code defines ownership as the right to freely enjoy an object and to control it without restriction, provided this does not contravene the law or the rights of others (Subekti & Tjitrosudibio, 2003). This principle of ownership protection is consistently applied across various contexts of property disputes in Indonesia, ranging from the return of confiscated land (Yustianiansyah & Jihad, 2024) to ownership of mining materials whose control status remains unclear (Siregar, 2021); both cases demonstrate that the principle of al-milkiyah in *fiqh muamalah* remains consistently relevant when applied to a wide range of objects, including objects that at first glance appear trivial, such as residual spare parts. A similar principle is also found in other contemporary contractual constructions, such as franchising, which-despite involving a different object-likewise affirms that the transfer of ownership occurs only through a valid contract agreed upon by both parties, rather than through unilateral appropriation (Iwandi et al., 2023).

In line with this, Article 4 of Law No. 8 of 1999 on Consumer Protection affirms consumers' rights to comfort, security, and accurate information in every transaction, including clarity regarding the status of goods that constitute the object or the residue of a service transaction (Fibrianti, 2023). This provision reinforces the argument that taking residual spare parts without the consumer's consent has the potential to violate the right to information and transactional comfort guaranteed by law, while also affirming the point of convergence between maqasid al-shari'ah and the aims of national consumer-protection law. It is this theoretical framework-*maslahah* mursalah, the doctrine of *matrukah*, the *Ijarah bi al-'Amal* contract, and consumer-protection law-that is subsequently used as the analytical lens in the results and discussion section.

C. METHOD

1. Research Design

This study employs a qualitative approach with a field-research case-study design, chosen because the issue of ownership status over residual spare parts is a contextual legal phenomenon that can only be fully understood through an exploration of the meanings, perceptions, and direct experiences of the transacting parties at the site of occurrence (Nurahman, 2022). A case-study design was considered more appropriate than a quantitative survey because the aim of the study is not to statistically measure the frequency or prevalence of consumer perceptions, but rather to explore in depth the legal construction underlying the practice of managing residual spare parts at a single repair-shop location in a comprehensive manner. The approach employed is descriptive-analytical within a normative-empirical framework, meaning that the data obtained from the field are not merely described as they are, but are systematically analyzed by confronting them with the norms of *fiqh muamalah* and relevant positive law, as elaborated in the literature review.

2. Research Location, Time, and Subjects

This study was conducted at Bengkel Lima Kaum, Lima Kaum Subdistrict, Tanah Datar Regency, West Sumatra, with the field data-collection process taking place over seven weeks, from 2 June to 21 July 2024. This location was purposively selected because it is one of the repair shops with the highest volume of spare-part-replacement transactions in the subdistrict, making it representative for illustrating patterns in the management of residual spare parts at the scale of small-to-medium repair-shop businesses in the area.

Research subjects were determined purposively based on three cumulative criteria: (1) having carried out or handled a spare-part-replacement transaction within the past six months, (2) being willing to be interviewed openly about their transactional experience, and (3) representing a diversity of positions (mechanic as well as consumer) so that the data obtained

reflect more than a single point of view. Based on these criteria, five informants were selected: one mechanic who owns the repair-shop business, and four consumers. All informants provided verbal consent for their identity and statements to be cited in this research report. The number of informants was determined based on the principle of data saturation-interviewing was stopped once the fifth informant's responses no longer produced new themes beyond the two main themes already identified in the previous interviews, namely the pattern of managing residual spare parts and perceptions of their ownership status. The researchers acknowledge that this sample size still limits the statistical generalizability of the findings, as further elaborated in the limitations section.

3. Data Collection Techniques

Primary data were collected through two techniques: (1) semi-structured interviews guided by an interview protocol developed from three indicators derived from the research questions-the pattern of managing residual spare parts, perceptions of ownership status, and experiences related to consent, or the absence thereof, regarding the taking of residual goods; and (2) non-intervening participatory observation of the spare-part-replacement transaction process at the repair shop, used to confirm the consistency between informants' statements and actual practice in the field. Field notes were documented at each visit to record nonverbal context not captured in the interview transcripts. Secondary data were obtained from classical *fiqh* texts, statutory regulations, and related scholarly articles as listed in the bibliography.

4. Data Analysis Technique

Data analysis was conducted descriptively-qualitatively using the interactive model of Miles and Huberman, comprising data reduction, data display, and conclusion drawing/verification. Data reduction was carried out by grouping all interview transcripts into two main themes-the pattern of managing residual spare parts and informants' perceptions of ownership status-through an open-coding process that was subsequently grouped into more specific categories. Data display was presented in the form of thematic narrative accompanied by direct informant quotations, as well as a *masalahah*-category matrix to facilitate the reading of patterns. Conclusions were drawn by confronting these thematic patterns with the relevant norms of *fiqh muamalah* and positive law, as elaborated in the theoretical framework, so that the analytical process moved iteratively between the field data and the normative framework, rather than proceeding unidirectionally from data to conclusion alone.

5. Data Validity

The validity of the data in this study was examined through the four trustworthiness criteria developed by Lincoln and Guba. Credibility was maintained through source triangulation, namely comparing the mechanic's statements with those of the four consumers and confronting them with *fiqh* norms and applicable positive-law provisions, as well as through member checking by reconfirming interview summaries with the informants before further analysis. Transferability was pursued by describing the context of the location, subjects, and research procedures in detail in this subsection, so that readers can judge for themselves the extent to which the findings can be applied to other repair-shop contexts with similar characteristics. Dependability was maintained through the systematic documentation of every stage of the research, from the interview guide, transcripts, and field notes to the coding process, all of which can be traced back. Confirmability was examined by discussing the preliminary analysis results with the research supervisor to minimize researcher bias in the interpretation of the field data.

D. RESULTS AND DISCUSSION

To maintain coherence between the problem formulation and the research findings, this section is organized following the sequence of the three research questions posed in the introduction. The first and second subsections answer the first and second questions-the *masalah* mursalah review and the position of the *Ijarah bi al-'Amal* contract with respect to ownership rights over residual spare parts-through a presentation of field data confronted with the theoretical framework. The third through fifth subsections deepen the answer to the first question through the formulation of operational criteria and a comparative analysis with prior studies. The sixth subsection answers the third question concerning the legal implications for mechanics who fail to return the consumer's ownership rights, while also formulating practical recommendations.

1. Spare-Part Replacement Practices and the Management of Residual Goods

The results of the interviews with the mechanic and the four consumers indicate a relatively consistent pattern of practice. When a consumer has a spare part replaced such as engine oil, brake pads, or electrical components the mechanic generally does not actively ask whether the consumer wishes to take the old spare part home. Some consumers choose to take the residue for reuse or as proof of the replacement, while others simply leave it at the repair shop. Residue not taken by consumers is generally collected and sold to used-goods collectors, with a potential additional income of around two million rupiah per month for the mechanic, depending on the frequency of transactions and the type of spare parts replaced (Interview results, 21 July 2024).

The statements of the four consumers reveal a variation in perception that confirms a gap in legal understanding on the ground. Informant 1 stated that the mechanic rarely asks about the status of residual spare parts, so that the residue is customarily regarded as belonging to the mechanic if it is not requested back (Interview results, 21 July 2024). Informant 2 added that the decision to take residual goods usually depends on their reuse value if the parts can still be utilized, the consumer tends to take them home (Interview results, 21 July 2024). In contrast, Informant 3 asserted that residual spare parts should remain the consumer's right because they have been legitimately purchased, even though in practice the mechanic frequently takes them without permission (Interview results, July 2024). Informant 4 reinforced this view by emphasizing that spare-part transactions involve a sale-and-purchase contract that fully transfers ownership of the goods to the consumer (Interview results, 21 July 2024).

The pattern of responses above can be summarized into two poles of perception: two informants regard residual spare parts as the mechanic's right arising from consumers' passive habit, while the other two regard them as the consumer's right arising from the construction of the sale-and-purchase contract. This gap in perception empirically confirms the problem of *gharar* raised in the literature review: the absence of an explicit clause on the status of residual goods within the *Ijarah bi al-'Amal* contract causes ownership rights to be interpreted differently among the parties, thereby creating the potential for latent disputes, even though these have not yet escalated into open conflict at the research site. This finding is consistent with Rahmawati et al. (2023), who likewise found variation in consumer perceptions regarding leftover sewing fabric, though it differs in that, in the repair-shop context, the residual object consists of economically valuable components that are technically easier for the mechanic to resell than fabric residue, so that the economic incentive for the mechanic to maintain the status quo (not asking consumers about the status of residual goods) is relatively greater.

2. Review of the *Ijarah* Contract with Respect to the Status of Residual Spare Parts

Viewed from the construction of the contract, the relationship between mechanic and consumer in a spare-part-replacement transaction is dual in nature, comprising a sale-and-purchase contract for the new spare part and an *Ijarah bi al-'Amal* contract for the installation service. Because the object of *ijarah* is a service rather than a good, the old spare part removed from the vehicle remains the consumer's property from the outset, as affirmed by Mr. Raju. This principle is consistent with the *fiqh* rule that an *ijarah* contract does not transfer ownership of the 'ain (the physical object), but only the usufruct or service that constitutes its object (Ghani & Yacoob, 2021). Thus, contractually, the mechanic essentially has no automatic right over the residual spare part unless there is a clear release of rights (*ibahah*) from the consumer, whether explicitly through a verbal statement or implicitly through a custom ('urf) mutually understood by both parties.

This finding reveals a gap between contractual norms and field practice: normatively, the consumer's right over the residual spare part remains fully attached, yet empirically the mechanic treats the residue as though it were his own property as soon as the consumer does not actively request it. This gap constitutes the main argument for why the doctrine of implicit *ibahah* cannot be applied indiscriminately to all types of residual spare parts, but must instead be accompanied by clear distinguishing criteria as formulated in the following subsection.

3. *Maslahah Mursalah* Analysis of Ownership Rights over Residual Spare Parts

Based on the field data confronted with the theoretical framework in the literature review, the legal status of residual spare parts can be mapped into two *maslahah* categories, as presented in Table 1.

Table 1. *Maslahah Mursalah* Analysis of Ownership Rights over Residual Spare Parts

<i>Maslahah</i> Category	Condition of Residual Goods	Ownership Status	Legal Implication
<i>Maslahah Mu'tabarrah</i>	Small quantity; customarily left by the consumer; low economic value (e.g., brake-pad fragments, small quantities of leftover oil)	Shifts to <i>matrukah</i> ; the consumer's right is deemed relinquished (implicit <i>ibahah</i>)	May be utilized/sold by the mechanic
<i>Maslahah Mulghah</i>	Significant quantity; still holds use/economic value for the consumer (e.g., large volumes of leftover oil, used components with high resale value)	Remains the consumer's property (<i>al-milk al-tam</i>); no <i>ibahah</i> exists	Must be returned by the mechanic to the consumer

Source: Processed from Field Data, 2024

Table 1 explains that the quantity and economic value of the residual goods are the primary determining variables, rather than merely the type of goods. Residual spare parts of small quantity that are customarily left behind by consumers can be categorized as *matrukah*, since local community custom ('urf) treats them as goods whose rights have been relinquished; this status is therefore consistent with *maslahah mu'tabarrah* and may be utilized by the mechanic. This conclusion is consistent with the findings of Rahmawati et al. (2023) regarding leftover sewing fabric, which was likewise categorized as *matrukah* based on 'urf, and is in line with the principle that low-value *luqathah* may be utilized directly without an announcement procedure (Maryani et al., 2025).

Conversely, residual spare parts of significant quantity fall under the category of *masalah mulghah*, since disregarding the consumer's right over such goods gives rise to real loss and contravenes the principle of fairness in *muamalah*. In this condition, the consumer's ownership right (*al-milk al-tam*) remains fully attached, as affirmed by Wahbah Zuhaili (2005), so that the mechanic is obliged to return it. This finding reinforces the views of Mr. Fadlan and Mr. Raju, who consider that residual spare parts should ideally remain the consumer's right, while also showing that their perceptions align more closely with *fiqh* principles than the practice that has thus far prevailed in the field.

4. Operational Criteria Distinguishing *Mu'tabarah* and *Mulghah*

One of the original contributions of this study, as stated in the introduction, is the formulation of more measurable operational criteria for distinguishing between the two *masalah* categories, given that prior literature generally stops at a normative distinction without clear field indicators. Based on triangulation among the mechanic's statements, the consumers' statements, and *fiqh* norms, this study formulates three cumulative indicators that determine the *mu'tabarah* category: (1) the reasonable resale value of the residual goods falls below the threshold that, according to '*urf*', is considered insignificant relative to the value of the main transaction; (2) the residual goods no longer serve any technical function for the consumer's vehicle following the replacement; and (3) the consumer does not express a wish to take the residual goods home, even when given a reasonable opportunity to do so. If any one of these three indicators is not fulfilled for example, if the residual goods still hold significant resale value, or if the consumer has not been given the opportunity to state a preference, then the status of the residual goods falls under the *mulghah* category and must be returned.

The third criterion above simultaneously constitutes the critical point of this study's findings: practice at Bengkel Lima Kaum shows that the mechanic does not consistently give consumers a reasonable opportunity to state their preference, so that the implicit *ibahah* that has thus far been assumed to occur is in fact fragile from a *fiqh* standpoint, since it is not preceded by a clear offering process. In other words, the custom ('*urf*') that has thus far served as the mechanic's justification for taking residual spare parts has not met the requirements of '*urf sahih*' (valid custom) in *usul fiqh*-namely, a custom that does not contravene the *nass* and does not give rise to harm for another party (Khallaf, 1994)-because that custom arises from a lack of information rather than from fully conscious consent ('*an taradin*') on the part of the consumer.

5. Comparative Analysis with Prior Studies

To more explicitly affirm the novelty of this study, Table 2 compares the focus, object, and approach of this study with five prior studies on ownership of residual transactional goods.

Table 2. Comparative Analysis with Prior Studies

Researcher	Residual-Goods Object	Analytical Framework	Difference from This Study
Rahmawati et al. (2023)	Leftover sewing fabric	<i>Maslahah mursalah</i>	Textile object; does not involve a service <i>ijarah</i> contract or the Consumer Protection Law
Rosmita et al. (2023)	Leftover sewing fabric (garment workshop)	<i>Fiqh muamalah</i>	Focuses on garment-workshop practice; does not explicitly address the doctrine of <i>matrukah</i>

Nurahman (2022)	Leftover construction-project materials	Islamic law on sale and purchase	Construction object; transaction based on direct sale and purchase, not service (<i>Ijarah bi al-'Amal</i>)
Yusriani (2022)	Sewing residue	Compilation of Islamic Economic Law (KHES)	Based on KHES regulation; does not link to consumer-protection law
Maryani et al. (2025)	Found property (wallet) in used clothing	Luqathah, Shafi'i school	Incidental found property, not residue from a recurring, systemic service transaction
This Study (2026)	Motorcycle spare parts	<i>Maslahah</i> mursalah; <i>matrukah</i> ; <i>Ijarah bi al-'Amal</i> ; Consumer Protection Law	Integration of four frameworks at once and formulation of operational criteria not found in the five prior studies

Source: Researchers' Own Compilation, 2024

The table above shows that the novelty of this study does not lie merely in the use of the concept of *maslahah* mursalah a concept already widely used in previous studies on residual goods but rather in the object of study (motorcycle spare parts as the outcome of a service contract, rather than pure sale and purchase) and in the cross-framework integration that produces new operational criteria. This difference in object is not merely a technical difference but carries substantial implications: in the case of fabric or construction-material residue, the legal relationship between the parties is generally based on a direct sale-and-purchase contract, whereas in the case of repair-shop spare-part residue, the legal relationship is dual in nature (sale and purchase of the new spare part, and *ijarah* over the installation service), so that determining the status of the residual goods requires a more complex contractual analysis, as elaborated in the preceding subsection.

6. Implications for Consumer Protection and Practical Recommendations

The lack of clarity regarding the status of residual spare parts in repair-shop *ijarah* practice is not merely a *fiqh* issue but is also related to the consumer's right to accurate, clear, and honest information, as guaranteed by Article 4(c) of Law No. 8 of 1999 on Consumer Protection (Fibrianti, 2023). Mechanics who take residual spare parts without consent potentially violate this right, as well as the principle of mutual consent that is a condition for the validity of every *muamalah* contract (Yuwanita, 2023). This pattern of violating the right to accurate and clear information is consistent with the findings of Nurjanah et al. (2025) on the practice of fake orders in online sale-and-purchase transactions, which likewise concluded that a lack of transparency of information between parties violates Article 4(c) of the Consumer Protection Law while also being deemed dishonest (*bai' najasy*) from the standpoint of *fiqh muamalah*. The parallel findings across these two different transactional contexts online sale and purchase, and offline repair services indicate that the issue of information transparency in transactions is a recurring structural issue across various contemporary business models, rather than merely a case-specific problem confined to a single type of business.

Based on the findings and the operational criteria formulated in the preceding subsection, this study recommends that repair-shop business actors include an explicit clause on the status of residual spare parts at the outset of the *ijarah* contract, either verbally with reconfirmation from the consumer, or through a written transaction receipt that specifies the option of "taken by the consumer" or "surrendered to the repair shop." This measure is in line with the principle of *sadd al-dhari'ah* (blocking the means to harm) in *usul fiqh*, since it prevents

potential disputes before they occur, while simultaneously constituting a form of dual compliance with the principle of *maslahah mursalah* and consumer-protection law at once. For repair-shop associations or relevant government agencies, these findings may also serve as a basis for developing standard operating procedures (SOPs) for motor-vehicle repair-service transactions that include a standardized clause on the handover of residual spare parts.

Theoretically, this study extends the scope of application of the doctrine of *matrukah* from static physical objects to objects arising from a dynamic and recurring service-contract relationship (*Ijarah bi al-'Amal*), thereby contributing a methodological precedent for *maslahah mursalah* studies in other service sectors with similar characteristics, such as electronic-repair services, tailoring services, or household-appliance repair services. Practically, the three-indicator operational criteria formulated in the preceding subsection can be adapted by repair-service business actors beyond the motorcycle repair-shop context, so long as the transactional characteristics are similar that is, involving economically valuable residual goods arising from a repair-service contract.

E. CONCLUSION

This study concludes with three main points. First, the *maslahah mursalah* review of ownership rights over residual motorcycle spare parts depends on their quantity and economic value: small residues that are customarily left behind are categorized as *maslahah mu'tabarah*, since they hold the status of *matrukah* and may be utilized by the mechanic, whereas significant residues are categorized as *maslahah mulghah*, since the consumer's ownership right remains attached. Second, in terms of contractual construction, the object of the *Ijarah bi al-'Amal* contract in repair-shop services is the installation service, not the spare part itself, so that the residual goods essentially remain the consumer's right unless there is a release of rights that satisfies the three operational indicators formulated in the discussion section. Third, the practice of taking residual spare parts without consent carries a dual implication: it violates the principle of mutual consent in a *muamalah* contract while also potentially contravening the consumer's right to information guaranteed by the Consumer Protection Law. These findings affirm the importance of an explicit agreement on the status of residual goods in every repair-service transaction in order to achieve fairness and legal certainty for both parties. Future research is recommended to expand the scope of locations and the number of informants so that the findings can be more broadly generalized, to test the validity of the operational criteria formulated in this study through a quantitative approach or multi-case study, and to examine the dimension of *maslahah mursalah* in other repair-service sectors beyond motorcycle repair shops.

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