

Maqâshid al-Sharî'ah Review of the Implementation of Sharia Franchise at 212 Mart Bandar Lampung, Indonesia

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Abstract: This article aims to analyze the fulfillment of *maqâshid al-shari'ah* towards the implementation of sharia franchises at 212 Mart Bandar Lampung. The theory of *maqâshid al-shari'ah* is a theory that becomes a benchmark in analyzing a new phenomenon in society which aims to make it relevant to the rules in Islam. The problems in this study include how the indicators are used by franchisors who claim to apply Sharia principles and how to implement franchises that apply Sharia principles when viewed from *maqâshid al-shari'ah*. The purpose of the discussion in this study is to determine the fulfillment of *maqâshid al-shari'ah* in the 212 Mart Bandar Lampung shari'ah franchise. The research method uses qualitative methods with an empirical juridical approach. The results of the study show that what is implemented by 212 Mart Bandar Lampung has fulfilled the elements of *dlarûriyyât*, *hâjjiyyât*, and *tahsinîyyât* although there are still things that need to be adjusted to the basic rules for determining *ujroh* following the DSN MUI Fatwa that applies in Indonesia.

Keywords: franchise, sharia, *maqâshid al-shari'ah*

Abstrak: Artikel ini bertujuan untuk menganalisis penerapan prinsip *maqâshid al-syari'ah* terhadap bisnis waralaba syariah pada 212 Mart Bandar Lampung. Teori *maqâshid al-syari'ah* merupakan salah satu teori yang menjadi tolak ukur dalam menganalisis sebuah fenomena baru di masyarakat yang bertujuan untuk merelevansikannya dengan aturan-aturan dalam Islam. Permasalahan dalam penelitian ini diantaranya adalah bagaimana indikator yang digunakan pemilik waralaba yang mengklaim menerapkan prinsip syariah serta bagaimana implementasi waralaba yang menerapkan prinsip syariah apabila ditinjau dari *maqâshid al-syari'ah*. Tujuan dari pembahasan dalam penelitian ini adalah untuk mengetahui pemenuhan *maqâshid al-syari'ah* dalam waralaba syari'ah 212 Mart Bandar Lampung. Metode penelitian menggunakan metode kualitatif dengan pendekatan yuridis empiris. Hasil penelitian menunjukkan bahwa apa yang diimplementasikan oleh 212 Mart Bandar Lampung telah memenuhi unsur-unsur *dlarûriyyât*, *hâjjiyyât* dan *tahsinîyyât* meskipun masih ada yang perlu disesuaikan dengan aturan dasar penetapan *ujroh* sesuai dengan Fatwa DSN MUI yang berlaku di Indonesia.

Kata kunci: waralaba, syari'ah, *maqâshid al-syari'ah*

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Introduction

After Bank Muamalat, which incidentally uses Sharia principles, proved able to survive amid the monetary crisis in 1998, the concept of Sharia began to be known and developed in Indonesia. In its development, the label '*shari'ah*' has become a trend in various business fields. Apart from there having been many businesses using the Sharia concept from the beginning or opening Sharia branches, many businesses are transitioning from conventional to Sharia. This phenomenon indicates that the concept of sharia has succeeded in attracting the attention of the Indonesian people. Apart from the fact that the majority of Indonesian people (87.2%) are Muslims,¹ the public's interest in implementing or using Sharia-based businesses shows that public awareness of the importance of halal businesses is very high. Therefore, various Sharia-based business fields are widely developed, including Sharia-based tourism, Sharia-based capital markets, Sharia-based insurance, and even Sharia-based franchising.

Concerning sharia franchising, Indonesia does not yet have legislation that accommodates this. However, at the implementation level, many franchises have claimed to have implemented sharia principles. Some of these franchises include Madani Mart Minimarket (engaged in the retail business), Sejahtera Bersama Mart (engaged in the retail business), Umiku Crepes and Burger (engaged in the crepes and burgers sector), Chicken Room (engaged in the ready-to-eat food sector whose main ingredient is chicken), Tomura Syariah Massage (engaged in the massage and spa business) and Simply Hommy Guest House (engaged in the guest house sector).² In Bandar Lampung itself, it was discovered that there were 212 Marts which incidentally were also Sharia-based franchise businesses.

Several studies have been conducted regarding Sharia franchising, including the First, research by Suryati Dzuluqy, entitled *Bisnis*

¹ Pusat Kajian Strategis (Badan Amil Zakat NAsional), *Outlook Zakat Nasional 2020*, 2020.

² Sudaryat Permana, 'Penerapan Prinsip Syariah dalam Praktik Perjanjian Waralaba Syariah', *Jurnal Hukum dan Bisnis ((Selisik)*, 5.2 (2019): 77–91 <<https://doi.org/10.35814/selisik.v5i1.1287>>.

Waralaba dalam Perspektif Hukum Ekonomi Syariah (Franchise Business in the Perspective of Sharia Economic Law). The research results show that the franchise business is a development of the *sharikah*, *kitâbah*, and *shirkah* contracts, as well as the prohibition on *gharar* (unclear) transactions.³ Second, research conducted by Puji Sulistyaningsih et al, entitled *Sistem Bagi Hasil dalam Perjanjian Waralaba Pespektif Hukum Islam* (Profit Sharing System in Franchise Agreements from Islamic Law Perspective). This research concludes that profit sharing in a franchise agreement from an Islamic law perspective means using a profit-sharing system with a percentage of 50%:50% or 60%:40%.⁴ Third, Sudaryat with the title *Penerapan Prinsip Syariah dalam Praktik Waralaba Syariah* (Application of Sharia Principles in Sharia Franchise Practices). This research concludes that franchises that claim to apply Sharia principles are because they are supervised by the Indonesian Ulema Council through the Sharia Supervisory Board.⁵ Fourth, research was conducted by Syahrani, entitled *Bisnis Waralaba di Indonesia dalam Perspektif Hukum Bisnis Syariah* (Franchise Business in Indonesia from the Perspective of Sharia Business Law). This research concludes that the franchise agreement follows the pillars and terms of the contract in Islamic law, and avoids prohibited transactions, namely containing *gharar* (uncertainty), under the principles of the contract, *al-Shidq* (Honesty and Truth) and *aI-Kitâbah* (Written).⁶ Fifth, research by Inas Fahmiah entitled *Konsep Waralaba Berdasarkan Ekonomi Islam* (The Concept of Franchise Based on Islamic Economics). This research concludes that in Islam, the franchise system is known as *shirkah*, namely an association between two or more people, and profits are shared according to mutual agreement. The profit-sharing system is a profit-sharing system according

³ Suryati Dzuluqy, 'Bisnis Waralaba dalam Perspektif Hukum Ekonomi Syariah', *TAHKIM*, 15.1 (2019): 25–40.

⁴ Puji Sulistyaningsih, Heniyatun Heniyatun, and Heni Hendrawati, 'Sistem Bagi Hasil dalam Perjanjian Waralaba ("Franchise") Perspektif Hukum Islam', *Jurnal Hukum Novelty*, 8.1 (2017): 137 <<https://doi.org/10.26555/novelty.v8i1.a5530>>.

⁵ Permana.

⁶ Syahrani, 'Bisnis Waralaba di Indonesia dalam Perspektif Hukum Bisnis Syariah', *At Taradhi*, 3.2 (2012): 131–45.

to the Sharia concept of Islamic Economics.⁷ From the several studies above, no research has been found that discusses sharia franchising using the *maqâshid al-sharî'ah* approach. So it can be ascertained that this research is different from previous research.

Maqâshid al-sharî'ah is a basis that means "the aims and objectives of the lawmaker, in this case, Allah, in making a legal rule". This goal in real life is to create benefit or goodness for creatures on earth, which then has an impact on benefits in the afterlife. The theory of *maqâshid al-sharî'ah* is one of the gateways to realizing Islam as a *shâlihun likulli zamânin wa makânin*, a religion, that is always relevant for every era, able to contextualize itself according to current developments and even provide solutions to every problem in life. Thus, this theory is important to use in analyzing a new phenomenon in life, which in this case is the Sharia franchise, to make it relevant to the rules of Islam.

Research Methods

This research is field research, namely research that collects data in the field and then analyzes it according to relevant theories. The method used is qualitative with an empirical juridical approach. The data were obtained from primary and secondary sources, using interviews with some figures and reviewing literature and relevant documents which are then analyzed using inductive thinking methods.

Results and Discussion

Waralaba Concept in Indonesia

Waralaba is a term in Indonesian which consists of the words *wara* and *laba*. *Wara* means more or special, while *laba* means profit. In Europe, such a business system is known as a Franchise which developed in Europe before the *waralaba* system existed in Indonesia. *Waralaba* is a special right given by a manufacturing business, or

⁷ Moh. Idil Ghufroon and Inas Fahmiyah, 'Konsep Waralaba Perspektif Ekonomi Islam', *Amwaluna: Jurnal Ekonomi dan Keuangan Syariah*, 3.1 (2019): 133–48 <<https://doi.org/10.29313/amwaluna.v3i1.4287>>.

franchise service organization, to a broker to resell in the same way. The Indonesian Franchise Association (AFI) states that *waralaba* is a system of distributing goods or services to end customers, where the brand owner (franchisor) gives the right to individuals or companies to carry out business with the brand, name, system, procedures, and methods that have been determined. previously within a certain period and covering a certain area.⁸ *Waralaba* is a form of partnership that is based on a mutually beneficial relationship (mutualistic symbiosis) between the franchisor (franchisor) and the franchisee (franchisee).⁹

Republic of Indonesia Government Regulation Number 42 of 2007 concerning *waralaba* (franchising) states that a franchise is a special right owned by an individual or business entity with the characteristics of a business marketing goods and/or services that have been proven successful which can be utilized and/or used by other parties based on an agreement. franchise. *Waralaba* must meet the following criteria:¹⁰

1. Having business characteristics;
2. Proven to provide benefits;
3. Having written standards for services and goods and/or services offered;
4. Easy to teach and apply;
5. Continuous support;
6. Registered Intellectual Property Rights;

Waralaba is divided into two forms, namely: brand and trade product franchises, and business format franchises.¹¹ *Waralaba* is held based on a written agreement between the Franchisor and the Franchisee, taking into account applicable laws. The Franchise Agreement contains

⁸ Ghufron and Fahmiyah.

⁹ Norman syahdar Idrus, 'Aspek Hukum Perjanjian Waralaba dalam Hukum Perdata dan Hukum Islam', *Jurnal Yuridis*. 4.1 (2017): 28–45.

¹⁰ Republik Indonesia, *Peraturan Pemerintah Nomor 42 Tahun 2007 Tentang Waralaba* (Indonesia, 2007).

¹¹ Riezka Eka Mayasari, 'Waralaba (Franchise) dalam Sistem Hukum Islam dan Hukum Positif di Indonesia', *al-Ishlah: Jurnal Ilmiah Hukum*, 21.2 (2018): 108–14 <<https://doi.org/10.33096/aijih.v21i2.21>>.

clauses including at least: names and addresses of the parties, type of Intellectual Property Rights, business activities, rights and obligations of the parties, assistance, facilities, operational guidance, training, and marketing provided by the Franchisor to the Franchisee, business area, term of the agreement, procedures for payment of compensation, ownership, changes in ownership and heirs' rights, dispute resolution, including procedures for extending, terminating and discontinuing the agreement.¹²

Sharia Franchise

In Sharia economics, the franchise concept as explained above is known through the development of the *shirkah* system. *Shirkah*, also called *sharīkah* or *mushāraka*. according to Syafi'i Antonio, is a cooperative agreement between two or more parties where each party contributes capital with the agreement that profits and risks will be shared according to the agreement.¹³ According to Article 10 Number 3 of the Compilation of Sharia Economic Law, *shirkah* is a cooperation between two or more people in terms of capital, skills, or trust in a particular business with profit sharing based on the ratio agreed by the parties involved.¹⁴ More specifically, the provisions regarding *mushārakah* contracts are contained in DSN-MUI Fatwa Number 08/ DSN-MUI/IV/2000 which states that in *mushārakah* financing each party contributes funds with the stipulation that the profits and risks will be shared following the agreement.¹⁵ The elements contained in this *mushārakah* contract are following franchising, where the franchisee and franchisor work together to trade certain business products with the brand and name discovered/developed by the franchisor, and then

¹² Republik Indonesia, *Peraturan Pemerintah Nomor 42 Tahun 2007 Tentang Waralaba* (Indonesia, 2007).

¹³ Maratun Shalihah, 'Konsep *Syirkah* dalam Waralaba', *Tabkim*, 12.2 (2016): 142–53.

¹⁴ Sudaryat Sudaryat, 'Prinsip Keseimbangan (*Taswiyah*) dalam Perjanjian (Akad) Waralaba Berdasarkan Sistem Syariah', *Jurnal Bina Mulia Hukum*, 2.2 (2018): 1–12 <<https://doi.org/10.23920/jbmh.v2n2.13>>.

¹⁵ DSN-MUI, 'Fatwa Dewan Syari'ah Nasional Tentang Pembiayaan Musyarakah', *Himpunan Fatwa DSN MUI*, 2000, 5 <<http://mui.or.id/wp-content/uploads/files/fatwa/07-Mudharabah.pdf>>.

the business profits are divided according to the ratio. The financial-based activities carried out by the franchisor are providing permission to use certain trademarks, control, and assistance to the franchisee, and the franchisee providing capital and running the business according to the agreed format. Thus, franchising is more appropriately classified under *shirkah 'uqud*.

Shirkah 'uqud is a contract or agreement that occurs between two or more people to share property and profits.¹⁶ *Shirkah 'uqud* is divided into 4 types:¹⁷

1. *Shirkah 'inan*; cooperation between two or more people where each party participates both in capital and work with profits and losses shared according to agreement.
2. *Shirkah mufâwadhah*; cooperation between two or more people where each party participates in providing capital and works with the same amount or portion so that profits are also shared equally.¹⁸
3. *Shirkah 'abdan/shirkah a'mal*; cooperation between two or more people to accept a job, the results or wages of which are shared according to the agreement.
4. *Shirkah wujûh*, cooperation between two or more people who do not have capital, purchasing certain goods on credit and selling them for cash, then the profits are shared between the two parties.

Regarding these four divisions, the method of doing business by the franchise is more inclined towards *shirkah 'inan*. As a business partnership, the franchisor has intellectual property rights and business experts, while the franchisee has capital and assets. Each business partner agrees to

¹⁶ D. Setiawan, 'Kerja Sama (*Syirkah*) dalam Ekonomi Islam', *Jurnal Ekonomi Universitas Riau*, 21.03 (2013): 1 <<https://media.neliti.com/media/publication>>.

¹⁷ Muhamad Turmudi, 'Implementasi Akad Percampuran dalam Hukum Ekonomi Syariah', *Jurnal al-Ad, Institut Agama Islam Negeri (IAIN) Kendari*, 10.2 (2017): 33–53.

¹⁸ Udin Saripudin, 'Aplikasi Akad *Syirkah* dalam Lembaga Keuangan Syariah', *al-Amwal*, 1.1 (2018): 26–40.

share the results and risks of the business carried out under the quantity and quality of their respective workloads or obligations.¹⁹

Another opinion states that franchising is an application of a combination of the *shirkah 'inan* and *ijârah* contracts.²⁰ The aspect of the *shirkah 'inan* contract is seen in the existence of cooperation between two or more parties to obtain profits at a certain time according to the agreement, while the aspect of *the ijârah* contract lies in the existence of a lease agreement for the use of brand rights and copyrights which provides economic benefits to the owner.²¹ Concerning the implementation of the *ijârah* contract, there is a determination of *ujrah*, namely the rental fee or wages agreed upon by both parties. More specifically, the determination regarding *ujrah* is explained in the MUI DSN Fatwa No. 44/DSN-MUI/VIII/2004 concerning Multiservice Financing states that the amount or amount of *ujrah* must be agreed upon in advance and stated in the nominal form, not in percentage form.²²

The Concept of *Maqâshid al-Shari'ah* in Islam

Maqâshid al-shari'ah consists of two words, namely *maqâshid* and *al-shari'ah*. *Maqâshid* is the plural form of *maqshad* which means aims and objectives, while *shari'ah* has the meaning of God's laws which are established for humans to be guided by to achieve happiness in life in this world and the afterlife. *Maqâshid al-shari'ah* means the value content that is the aim of enacting a law.²³ Izuddin ibn Abd-Salam said that all legal interpretations always aim for the benefit of humans in this world and the hereafter. Allah does not need someone's worship,

¹⁹ Shalihah.

²⁰ Harun, 'Bisnis Waralaba di Indonesia Perspektif Hukum Islam (Tinjauan Hukum Muamalat)', *Subuf*, 23.2 (2011): 131–45.

²¹ Devi Nilam Sari, 'Kontrak Waralaba Perspektif Teori Multi Akad (Analisis Kontrak Waralaba Makanan Seblak Coy di Surakarta)', *El-Mashlahah*, 10.1 (2020): 79–97 <<https://doi.org/10.23971/maslahah.v10i1.1869>>.

²² Dewan Syariah Nasional MUI, 'Fatwa DSN-MUI', *Dewan Syariah Nasional MUI*, 44, 2004, pp. 1–6.

²³ Hamsah Hudaf Agung Kurniawan, 'Konsep *Maqâshid Syari'ah* Imam Asy-Syatibi dalam Kitab *al-Muwafaqat*', *al-Mabsut*, 15.1 (2021): 29–38.

because a human's obedience and immorality do not have any influence on the glory of Allah SWT. Therefore, the target of legal benefits is in the interests of humans themselves.²⁴

Abdul Wahhab Khallaf emphasized that *maqâshid al-sharî'ah* can be used as a tool to help understand conflicting propositions, and what is very important is to determine the law for cases that have not been accommodated by the Al-Qur'an and Sunnah in terms of linguistic studies. For example, legal *istinbâth* methods such as *qiyâs*, *istihsân*, and *maslahah mursalah*.²⁵

Al-Juwaini was the first *ushûl al-fiqh* expert to emphasize the importance of *maqâshid al-sharî'ah*. This was later developed by his student, Imam al-Ghazali, who emphasized the concept of *maslahat* (benefits) into five categories: maintaining religion, maintaining the soul, maintaining the mind, maintaining offspring, and maintaining wealth. These five categories are at different levels according to the *maslahat* (benefits) priority scale which is divided into three aspects; namely: *dlarûriyyât*, *hâjiyyât*, and *tahsîniyyât* ranks.²⁶ *Dlarûriyyât* is a level of essential and core human needs, which if not fulfilled, human existence will disappear. Therefore, this level requires realization in the context of real life and safeguarding its existence. *Hâjiyyât* is a need that supports the existence of *dlarûriyyât* which is important even though it is at a lower level. Meanwhile, *tahsîniyyât* is the needs other than primary and secondary, which need to be realized and maintained for the perfection of human life.²⁷ These three categories have a continuous relationship with each other. Failure to realize the *dlarûriyyât* aspect can damage life in this world and the hereafter. Not realizing the *hâjiyyât* aspect will bring difficulties to humans. Meanwhile, if the

²⁴ Ghofar Shidiq, 'Teori *Maqâshid al-Syari'ah* dalam Hukum Islam', *Sultan Agung*, 45.118 (2019): 117–30.

²⁵ Nurnazli, 'Penerapan Kaidah *Maqâshid Syari'ah* dalam Produk Perbankan Syariah', *Ijtima'iyya*, 7.1 (2014): 43.

²⁶ Ali Mutakin, 'Hubungan *Maqâshid al-Syari'ah* dengan Metode *Istinbath* Hukum', *Kanun Jurnal Ilmu Hukum*, 19.3 (2017): 113. <<https://doi.org/10.24042/ajsk.v17i1.1789>>.

²⁷ Nasitotul Janah and Abdul Ghofur, '*Maqâshid Syari'ah* Sebagai Dasar Pengembangan Ekonomi Islam', *International Journal Ihya' 'Ulum al-Din*, 20.2 (2018): 167–92 <<https://doi.org/10.21580/ihya.20.2.4045>>.

tahsîniyyât aspect is not fulfilled, then the maintenance of the five categories will not be perfect. For example, in maintaining religion, prayer is an element of *dlarûriyyât*, then having to face the Qibla is an aspect of *hâjiyyât*, and covering one's private parts is an aspect of *tahsîniyyât*.²⁸

Furthermore, Imam al-Syatibi developed *maqâshid al-sharî'ah* through an analytical-inductive approach which divided *maqâshid al-sharî'ah* into two categories, namely *qashd al-shâri'* and *qashd al-mukallaf*. *Qashd al-shâri'* is divided into four, namely *qashd al-shâri' fi wadh'i al-sharî'ah* (the purpose of the shari'a in deriving the shari'a), *qashd al-shâri' fi wadh'i li al-ifhâm* (the purpose of the shari'a in lowering the shari'a so that it can be understood), *qashd al-shâri' fi wadh'i li al-taklîf* (the purpose of the Shari' in bringing down the shari'a to be implemented following the requests of the shari'), and *qashd al-shâri' fi dukhûl al-mukallaf li ahkâm al-sharî'ah* (the purpose of shari'a is to attract people to enter into shari'a). Meanwhile, for the second category of *qashd al-mukallaf*, human actions must be by the demands of the *sharia*.²⁹

In its development, *maqâshid al-sharî'ah*, as an independent scientific discipline, was translated by contemporary scholars to find wisdom and the secrets and objectives of the revelation of shari'ah. The search for *maslahah* (benefits) by *mujtahids* (Law finders) can be carried out through various methods of *ijtihad* (law finding) as a tool for establishing laws whose cases are not explicitly mentioned in the Al-Qur'an or Sunnah.³⁰

General Description of Research Locations

This study was conducted at 212 Mart Bandar Lampung which consist of 2 branches, namely 212 Mart Al-Hikmah and 212 Mart

²⁸ M. Ziqhri Anhar Nst and Nurhayati Nurhayati, 'Teori *Maqâshid al-Syari'ah* dan Penerapannya Pada Perbankan Syariah', *Jesya (Jurnal Ekonomi & Ekonomi Syariah)*, 5.1 (2022): 899–908 <<https://doi.org/10.36778/jesya.v5i1.629>>.

²⁹ Ridwan Jamal, '*Maqâshid al-Syari'ah* dan Relevansinya dalam Konteks Kekinian', *Jurnal Ilmiah al-Syir'ah*, 8.1 (2016): 1–12 <<https://doi.org/10.30984/as.v8i1.34>>.

³⁰ Ridwan Jamal

Ryacudu. 212 Mart Al-Hikmah is located at Jl. Pagar Alam No.9c, Kedaton, Kec. Kedaton, Bandar Lampung City, while 212 Mart Ryacudu is located at Jl. Rya Cudu No. 60 E, Way Dadi, Kec. Sukarame, Bandar Lampung City. 212 Mart is the 212 Sharia Cooperative minimarket brand. Collectively owned, managed professionally, and centrally to maintain its competitiveness in terms of distribution network, products, prices, and promotions. The 212 Sharia Cooperative itself is a national primary cooperative founded by Muslim leaders as an implementation of the spirit of the 212 movement which is full of brotherhood and togetherness. This spirit was then realized in efforts to make the 212 Sharia Cooperative a forum for the economic struggle of the people. This cooperative was founded on January 6, 2017, namely at the Grand Launching of the 212 Sharia Cooperative in the Al-Hambra Room, Andalusia Islamic Center, Sentul City, Bogor which was attended by many Muslim figures.³¹

The inaugural meeting of the founders was held on January 10, 2017, and was attended by 24 founders. This initial meeting resulted in a decision on the Articles of Association of the 212 Sharia Cooperative and the personnel composition of the 212 Sharia Cooperative management. Furthermore, the results of this founding meeting were ratified through a Notary Public, reported to the Ministry of Cooperatives, and finally received approval from the government through a Decree of the Minister of Cooperatives and Small and Medium Enterprises No. 003136/BH/M. UMKM.2/I/2017 issued by the Ministry of Cooperatives and SMEs on January 19, 2017.³²

The aim of establishing the 212 Sharia Cooperative is to build a trusted, professional, large, and strong community economy as one of the supporting pillars of worship, sharia, and da'wah towards happiness in the world and safety in the hereafter. Its vision is to become the top 5 (five) cooperatives in Indonesia in terms of the number of members, accumulation of savings funds, network, and investment strength in

³¹ 'Koperasi Syariah 212' <<http://koperasisyariah212.co.id/>>.

³² 'Koperasi Syariah 212'.

selected productive sectors by 2025. Meanwhile, its mission is to optimize all economic potential and community resources in terms of purchasing power, production, distribution, capital cultivation and investment in selected productive sectors carried out in a collaborative, trustworthy, and professional manner that is capable of bringing prosperity at the individual/family level, as well as creating glory at the community level.³³

The 212 Mart itself is one of the products of the 212 Sharia Cooperative besides 212 Mineral Water and 212 Sharia Cooperative Waqf. For consumers, 212 Mart is a halal shopping place. For investors, 212 Mart is an investment instrument. Join in owning 212 Mart as a congregation and get the benefits, of this world and the hereafter. For local stalls, 212 Mart is a wholesale agent for the products they sell. For the poor, 212 Mart is another vehicle for collecting alms. The profits generated by 212 Mart must of course be given to charity.

The conditions for opening 212 Mart include:³⁴

1. Having a minimum of 100 members.
2. The community has been confirmed in the form of a community decree by the National Primary Cooperative 212 centers.
3. Establish a separate legal entity in the form of a CV PT or cooperative.
4. If the legal entity is in the form of a cooperative, the cooperative may not use the name 212. This is so as not to confuse with the central National Primary Cooperative 212.
5. Having a place to set up a minimarket.
6. Carrying out business with Sharia morals, including wearing Muslim and Muslim clothing.
7. Not selling cigarettes, liquor, contraceptives, and other prohibited items.

³³ 'Koperasi Syariah 212'.

³⁴ 'Koperasi Syariah 212'.

8. Legal entities, as in point 3 above, choose the type of 212Mart that suits their planning and capabilities.
9. Providing regular business reports.
10. Paying rent for brand 212 amounting to 2.5% of annual profits.
11. Maintaining the good name of Minimarket 212.

The 212 Mart Partnership System is as follows: ³⁵

1. Full Brand, partnership system using the name 212 Mart with joint ownership. The most common model, building from scratch, can be a startup for the Sharia 212 Cooperative community and other Muslim communities.
2. Co-branding, a minimarket partnership system using its shop name, for example, "Amanah Mart" but becoming a partner of the 212 Sharia Cooperative. The "Amanah Mart" logo is installed side by side with the 212 Mart logo and is mentioned as a partner. Priority is given to collective ownership, legal entities can be in the form of foundations, cooperatives, or companies.
3. Convert, a partnership system for minimarkets that is already running and wants to become a partner of the 212 Sharia Cooperative by changing its minimarket brand to 212 Mart. For example, an Indomaret outlet completely changed itself to 212 Mart.
4. Re Branding, a partnership system with the 212 Sharia Cooperative which is carried out by refreshing consumer perceptions by using the 212 Mart brand from its old brand. This system is suitable for minimarkets that, for example, want to turn over from poor business conditions.

Al-Hikmah 212 Mart

This study was conducted at two 212 Mart branches in Bandar Lampung, namely Al-Hikmah 212 Mart and Ryacudu 212 Mart. Al-

³⁵ 'Koperasi Syariah 212'.

Hikmah 212 Mart was founded in 2019 based on the 212 movement in Jakarta. This community then formed a Sharia cooperative based in the city of Bogor, called the 212 Sharia Cooperative. This cooperative then invited members to develop businesses, including opening 212 Fried Chicken, 212 bottled drinking water, and establishing 212 Mart. 212 Mart Al-Hikmah is located at Jln. Pagar Alam No.6 Bandar Lampung City. The word Al-Hikmah is the name of the community of minimarket owners headed by Mr. Yuzep Andiawan. The legality of 212 Mart Al-Hikmah refers to the establishment of the 212 Sharia Cooperative which is based in Bogor City, with a ujroh system of 2.5% per year. The management of 212 Mart is managed by members who are competent in the business sector and continue to receive attention and guidance from the management of the 212 Sharia cooperative who are competent in the business sector. The characteristics of 212 Mart compared to minimarkets in general include:³⁶

1. Shared ownership so that the results are shared equally among all community members.
2. It is an economic movement of the people so that it can have a wider impact on society.
3. Islamic nuance, this can be seen both in terms of clothing and from the continuous playing of recitations in the Al-Hikmah 212 Mart minimarket.
4. some regular customers are members of the 212 cooperative and general customers.

Ryacudu 212 Mart

Ryacudu 212 Mart is the first minimarket in Lampung which was inaugurated on January 5 2018 through the spirit of the 212 congregation with the legal entity PT. Moving Forward Together with the Ummah (MBU). Initial capital investment is around IDR 800,000 with 275 members. At the beginning of 2020, the legal entity of Ryacudu

³⁶ Yuzep Andiawan, *Wawancara Penelitian* (Bandar Lampung, 2021).

212 Mart changed from PT. Maju Bersama Ummat became the 212 Lampung Sharia Cooperative Congregation which has been approved by the management representing investor members, which currently has around 487 members.

The building of Ryacudu 212 minimarket itself consists of two floors, which sell daily necessities. The goods sold at 212 Mart are *halâl thayyiban* goods, that is, they do not sell cigarettes, liquor, contraceptives, and other prohibited goods. The first floor consists of daily sales display needs in the form of consignment (deposit) and/or non-consignment goods. Meanwhile, the second floor is specifically for operations for store and warehouse administration employees. On the second floor is also the administrative room for billing payments for shop suppliers. The parking space provided is quite spacious, both for cars and motorbikes. This shop is very strongly Islamic with accompanying music always displayed in the form of chanting of holy verses from the Qur'an and Islamic music.³⁷

The name of Ryacudu 212 Mart comes from 212 which takes its name from the history of the principle of unity of the people in Jakarta, which is usually heard every December 2 with the 212 Reunion agenda. Meanwhile, Ryacudu is the place where 212 Mart was founded, located at Jl. Ryacudu No. 60 E, Way Dadi, Sukarame District, Bandar Lampung. Regarding the use of the name 212 which is oriented towards the 212 Sharia Cooperative, 212 Mart Ryacudu hands over 5% of its annual profits as *ujroh*.³⁸

***Maqâshid al-Sharî'ah* Review on the Implementation of Sharia Franchising (Study at 212 Mart Bandar Lampung)**

In Sharia economics, franchising is equated with one type of *shirkah*, namely *shirkah 'inan* where in this business partnership, the franchisor has capital as intellectual property rights and business experts, while the franchisee has capital as assets and energy. Each business

³⁷ Andiawan.

³⁸ Bazlan, *Hasil Wawancara* (Bandar Lampung, 2021).

partner agrees to share the results and risks of the business carried out following the quantity and quality of their respective workloads or obligations. As previously explained, two minimarkets in Bandar Lampung use 212 Mart, namely Al-Hikmah 212 Mart and Ryacudu 212 Mart. Based on interviews with the owners of the two mini markets, the implementation of franchises using Sharia principles can be seen in the existence of an *ujroh* system for the use of the name 212 for the 212 Sharia Cooperative which is based in Bogor. *Ujroh* is compensation that must be paid for services that have been performed.³⁹ The service in question is a rental service under the name 212 Mart which originates from the 212 Sharia Cooperative. In the sharia business, this rental is known as *ijârah*.

There are several partnership systems offered by the 212 Sharia Cooperative, such as: 1. Full brand, using the name 212 Mart only; 2. Co-branding; partnership system using the shop's name, for example, "Amanah Mart" but becoming a partner of the 212 Sharia Cooperative; 3. Conversion; namely a partnership system for minimarkets already running to become a partner of the 212 Sharia Cooperative by changing the minimarket brand to 212 Mart; 4. Re-branding; namely a partnership system with the 212 Sharia Cooperative which is carried out by using the 212 Mart brand from the old brand owned. In essence, these four systems are the use of names and work systems that have been established by the 212 *Sharia* cooperative by providing *ujroh* (rewards) according to the agreement.

The existence of a franchise system that claims to use sharia principles needs to be accommodated in standard rules so that there are no differences between one system and another. This research will focus more on reviewing the implementation of 212 Mart with *maqâshid al-sharî'ah*. *Maqâshid al-Sharî'ah* is the value content that is the aim of enacting a law. Izuddin ibn Abd-Salam said that all legal taklif always aims for the benefit of humans in this world and the hereafter. Allah does not need someone's worship, because a human's

³⁹ Majelis Ulama Indonesia, *Fatwa MUI Akad Wakalah Bil Ujrah, Fatwa DSN MUI*, 2017, CXIII.

obedience and immorality do not have any influence on the glory of Allah SWT. Therefore, the target of legal benefits is in the interests of humans themselves.

Concerning the implementation contained in 212 Mart, both al-Hikmah and Ryacudu 212 Mart, the franchise practice must be reviewed to see whether it fulfills the *dlarûriyyât* aspect which is divided into five categories, namely maintaining religion, maintaining the soul, maintaining the mind, maintaining offspring and maintaining wealth, *hajjiyyât* aspects and *tahsîniyyât* aspects.

The existence of a *waralaba* system that claims to use sharia principles needs to be accommodated in standard rules so that there are no differences between one system and another. This research reviews the implementation of the principles of *maqâshid al-sharî'ah* on 212 Mart considering that *maqâshid al-sharî'ah* is the value content that is the goal of the enactment of a law. Izuddin ibn Abd-Salam said that all *taklîf* (legal imposition) always aims for the benefit of humans in this world and the hereafter. Allah does not need someone's worship, because a human's obedience and immorality do not have any influence on the glory of Allah SWT. Therefore, the target of legal benefits is in the interests of humans themselves.

The establishment of Al-Hikmah and Ryacudu 212 Mart is a form of business from the 212 *sharî'a* cooperative which is based on the people's economic system to build a large, strong, trusted, and professional people's economy as one of the supporting pillars of worship, *sharî'a* and *da'wah* towards happiness in the world and safety in the hereafter. Apart from that, because the franchise uses a cooperative system, ownership is collective, and the benefits can also be felt by the people.

About the implementation of *maqâshid al-sharî'ah* principles in the *Waralaba* 212 Mart, both in al-Hikmah and Ryacudu 212 Mart, the franchise practice must be reviewed to see whether it fulfills the aspects of *dlarûriyyât*, *hajjiyyât*, and *tahsîniyyât*. For this reason, the five categories, namely maintaining religion, maintaining the soul, maintaining the mind, maintaining offspring, and maintaining property which are summarized in the *dlarûriyyât* aspect will be discussed one by one.

First, Maintaining religion. This principle of maintaining religion can be seen from one of the characteristics of the establishment of 212 Mart, namely that all activities in 212 Mart have an Islamic nuance, both in terms of clothing and in terms of creating an Islamic atmosphere by continuing to play recitations in the minimarket. Such nuances certainly could make people who listen, both workers and buyers, remember Allah SWT. Second, Maintaining the soul or life. This principle of preserving the soul or life can be seen from the system of shared ownership so that the results are also shared equally among all members of the community. Third, Maintaining assets. This principle is also evident from the management of 212 Mart which is managed by people who have competence in the business sector. Fourth, Maintaining the mind. This principle has been accommodated by the management of 212 Mart which has been managed by people who are competent in the business sector. Fifth, Maintaining offspring. This principle of caring for offspring is intended to be done to prevent offspring from harm. Regarding this matter, the establishment of 212 Mart has not had a direct impact on fulfilling this principle.

Furthermore, relating to the *hâjiyyât* aspect, namely the interests that must be present for the realization of benefits, this aspect can be seen in the *ujroh* system which must be paid to the 212 *sharî'a* cooperative, either 2.5% per year, as in Al-Hikmah 212 Mart, or 5% per year, as in Ryacudu 212 Mart. This *ujroh* is a form of renting the 212 brand. With this *ujroh*, the sustainability of the 212 Sharia cooperative can be supported which leads to the benefit of the members. In Islam, this system of renting with *ujroh* is also called *ijâroh*, namely renting with compensation. However, there is still a discrepancy between the implementation of the *ujroh* amount applied by 212 Mart and the permitted legal basis regarding the *ujroh* as regulated in DSN MUI Fatwa No. 44/DSN-MUI/VIII/2004 concerning Multiservice Financing⁴⁰ which states that the amount of *ujrah* must be agreed upon at the beginning and stated in the

⁴⁰ Dewan Syariah Nasional MUI.

nominal form, not in percentage form.⁴¹ Whereas in 212 Mart, the determination of *ujroh* was still based on percentages.

Finally, it is related to the aspect of *tahsîniyyât*, namely *maslahat* which is *murû'ah* (moral) demands for human goodness and glory. The benefit of tahsiniyat is needed as a tertiary need to improve the quality of human life. Even though its existence is not initial, because even if it does not exist, its absence does not damage or complicate human life.⁴² The application of this principle at 212 Mart can be seen by the existence of the rules of the 212 *sharî'a* cooperative which stipulate that goods being bought and sold must not belong to things that are *subhât/makrûh* (detested) such as cigarettes, liquor, contraceptives, and other prohibited goods.

Conclusion

The implementation of the Sharia franchise at Al-Hikmah and Ryacudu 212 Mart is carried out by referring to central regulations, namely the 212 Sharia cooperative. The implementation of Sharia principles can be seen from the *ujroh* distribution system and management that must be adhered to by the 212 Sharia cooperative. Concerning the implementation contained in 212 Mart, both al-Hikmah and 212 Mart Ryacudu, this is summarized in the implementation of the *dhoruriyyah*, *hajjiyyât* and *tahsîniyyât* aspects at 212 Mart. Based on this, it can be concluded that the sharia franchise concept implemented at 212 Mart has fulfilled the elements of *dlarûriyyât*, *hâjiyyât*, and *tahsîniyyât* even though there are still things that need to be adjusted to the basic rules for determining *ujroh* following the MUI DSN Fatwa that applies in Indonesia.

⁴¹ Nurul Kasanah and Muhamad Mustaqim, 'Relevansi Fatwa DSN-MUI pada Praktik Akad *Ijârah* Pembiayaan Multijasa', *ISLAMICONOMIC: Jurnal Ekonomi Islam*, 11.1 (2020): 93–108 <<https://doi.org/10.32678/ije.v11i1.191>>.

⁴² Shidiq.

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