



Legal and Operational Analysis of Compensation for Spare Part Replacement in Car Rental Services Perspective Wahbah Zuhaili

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Abstract: *This study aims to analyze compensation due to the exchange of original spare parts by rental car renters from the perspective of Wahbah Zuhaili, with a case study on car rental company in Binjai City. The main problem faced by rental companies is financial and operational losses due to the actions of tenants who replace original spare parts with non-original ones. This study uses an empirical juridical approach with a case study method to explore how Islamic law, especially according to Wahbah Zuhaili's view, can be applied in this context. According to Wahbah Zuhaili, the tenant has full responsibility to maintain the rented goods and compensate for losses incurred due to negligence or intentional damage to the goods. In this case, the exchange of original spare parts with non-original ones by the lessee is a form of breach of contract and harms the car rental company. Islamic law stipulates that tenants are obliged to pay compensation equivalent to the value of the losses incurred. The results of the analysis show that the application of Islamic legal principles can provide justice for the aggrieved party. This study also found that the principle of compensation in Islamic law is in line with the positive law that applies in Indonesia. The study suggests that car rental companies strengthen clauses in lease agreements to protect their assets and ensure renters understand their responsibilities*

Keywords: *Compensation; Sperpart Exchange; Wahbah Zuhaili's Thoughts;*

Abstrak: Penelitian ini bertujuan untuk menganalisis kompensasi akibat penukaran suku cadang asli oleh penyewa mobil rental dari sudut pandang Wahbah Zuhaili, dengan studi kasus pada perusahaan rental mobil di Kota Binjai. Permasalahan utama yang dihadapi perusahaan rental adalah kerugian finansial dan operasional akibat tindakan penyewa yang mengganti suku cadang asli dengan yang tidak asli. Penelitian ini menggunakan pendekatan yuridis empiris dengan metode studi kasus untuk mendalami bagaimana hukum Islam, khususnya menurut pandangan Wahbah Zuhaili, dapat diterapkan dalam konteks tersebut. Menurut Wahbah Zuhaili, penyewa mempunyai tanggung jawab penuh untuk memelihara barang yang disewakan dan mengganti kerugian yang timbul karena kelalaian atau kesengajaan merusak barang tersebut. Dalam hal ini penukaran suku cadang asli dengan suku cadang non-asli oleh pihak penyewa merupakan bentuk wanprestasi dan merugikan pihak perusahaan rental mobil. Hukum Islam mengatur bahwa penyewa wajib membayar ganti rugi sebesar nilai kerugian yang ditimbulkan. Hasil analisis menunjukkan bahwa penerapan prinsip hukum Islam dapat memberikan keadilan bagi pihak yang dirugikan. Penelitian ini juga menemukan bahwa prinsip kompensasi dalam hukum Islam sejalan dengan hukum positif yang berlaku di Indonesia. Studi tersebut menunjukkan bahwa perusahaan persewaan mobil memperkuat klausul dalam perjanjian sewa untuk melindungi aset mereka dan memastikan penyewa memahami tanggung jawab mereka.

Kata Kunci: Kompensasi; Pertukaran Sperpart; Pemikiran Wahbah Zuhaili;

■ Introduction

The car rental industry in Indonesia continues to experience rapid development along with the increasing public need for flexible transportation services. This service is not only an option for individuals who need vehicles for personal use, but also for companies that need transportation for their business operations. However, this development is accompanied by various challenges, one of which is the problem of renters replacing original spare parts with non-original spare parts. The act of renters replacing original spare parts with non-original spare parts causes various problems for car rental companies. Non-original spare parts generally have lower quality and shorter service life, thus impacting vehicle performance and safety. According to Taufik Wahyudi in his book "Risk Management in Service Industry" ¹, replacement of spare parts with non-original ones by the lessee poses a major risk to the company's operations. This risk includes additional costs for repairs, decreased vehicle resale value, and other potential losses resulting from decreased consumer confidence.²

Research related to the management and maintenance of company assets has been widely conducted, one of which is Rini Widiastuti, good asset management and maintenance are very important to maintain customer trust and business

sustainability. When renters replace original spare parts with non-original ones, car rental companies must bear the cost of repairs and replacement of spare parts more often³.

In addition, the use of non-original spare parts can cause further damage to the vehicle, which will ultimately increase operational costs and reduce customer satisfaction.⁴ From an Islamic legal perspective, the act of a lessee replacing original spare parts without the owner's permission is considered a breach of contract and must be subject to compensation. Wahbah Zuhaili, a leading Islamic legal expert, in his book "Al-Fiqh Al-Islami wa Adillatuhu" emphasizes that the lessee has full responsibility to maintain the rented goods and is obliged to compensate for losses arising from negligence or deliberate damage to the goods.

This is in line with the principle that any action that harms another party must be accompanied by compensation equivalent to the losses incurred⁵. In the context of positive law in Indonesia, the act of replacing original spare parts with non-original ones is also a violation of the rental contract. According to Law Number 8 of 1999 concerning Consumer Protection, consumers (in this case the lessee) have an obligation to use the rented goods in accordance with their

¹ Taufik Wahyudi. *Manajemen Risiko Dalam Industri Jasa*. (Yogyakarta: Pustaka Pelajar, 2018)

² M. Riski Maarif. *Dampak Perubahan Status Perdagangan Melalui Sistem Elektronik (E-Commerce) Menjadi Importir Berdasarkan Peraturan Menteri Keuangan Nomor 96 Tahun 2014 Tentang Pembelian Barang Elektronik* (2024)

³ Rini Widiastuti. *Manajemen Aset Perusahaan*

Dalam Perspektif Manajemen Modern, (Jurnal Manajemen Aset, 2019, Vol. 6 No. 2: 112-130)

⁴ Patrick Richard Sondakh (2017). *Analisis Sistem Pencatatan Piutang Suku Cadang Pada PT. Sinar Galesong Prima*. Jurnal Riset Akuntansi Going Concern 17(2), 2017, 1033-1043

⁵ Zuhaili Wahbah. (1998). *Al-Nazariyah Al-Dhaman*. Damaskus: Dar Al-Fikr

intended use and maintain the authenticity and condition of the goods. Violation of this provision can be subject to compensation as stipulated in Article 19 of the law. This shows that both in Islamic law and Indonesian positive law, there is harmony in the protection of the rights of the owner of the rented goods and the enforcement of the lessee's responsibilities.⁶

This study aims to analyze compensation due to the exchange of original spare parts by rental car renters from Wahbah Zuhaili's perspective, with a case study of a car rental company in Binjai City. This study uses an empirical legal approach with a case study method to explore how Islamic law, especially according to Wahbah Zuhaili's views, can be applied in this context. Through this study, it is expected to provide an in-depth understanding of the compensation mechanism in the context of car rental and provide practical solutions for car rental companies in dealing with this problem.

Based on the problems and objectives of the research above, this paper uses an empirical legal approach, which is a type of legal research that analyzes and examines the workings of law in society. This empirical legal approach is how empirical provisions are actually realized in society.

This study focuses on the problems that arise due to the exchange of original spare parts with non-original spare parts

by car rental tenants in Binjai City. The main problems analyzed include financial losses, decreased vehicle quality and safety, consumer trust, and breach of contract. Financial losses occur because car rental companies must bear higher repair costs and a decrease in the selling value of vehicles that use non-original spare parts. In addition, the use of non-original spare parts can reduce vehicle performance and increase the risk of accidents, which have a negative impact on both car rental companies and consumers. This action also reduces the level of trust consumers towards car rental companies, which can ultimately reduce the number of customers in the future. Legally, unauthorized replacement of spare parts is a violation of the rental contract, which has legal consequences for the renter.

The design of this research method consists of several systematic stages to solve the identified problems. The first stage is data collection, which is carried out through literature studies, interviews with related parties, and analysis of lease contract documents. Relevant primary and secondary data are collected to gain a comprehensive understanding of the existing problems. According to Sugiyono in his book "Quantitative, Qualitative, and R&D Research Methods," data collection through interviews and document analysis is an effective method for obtaining valid and reliable data.⁷

⁶ Mulyati. (2018). Perlindungan Konsumen Dalam Jaminan Tupperware Seumur Hidup Menurut Hukum Ekonomi Islam. *Jurnal Hukum Ekonomi Islam* Volume V/ Nomor 1/ Januari 2018. *Bisnis Dan Manajemen (Jurbisman)* Vol. 2, No. 1, Maret 2024, (Halaman 271-288)

⁷ Sugiyono (2013) *Metode Penelitian Kuantitatif, Kualitatif, Dan Litbang*. Bandung: Alfabeta Sutrisno. (2020). *Manajemen Perawatan Kendaraan Bermotor*. Yogyakarta : Cv Pustaka Mandiri.

The second stage is empirical legal analysis, an approach used to observe social phenomena related to law in legislative practices in Indonesia. Wahbah Zuhaili in his book "Al-Fiqh Al-Islami wa Adillatuhu" states that the lessee has full responsibility to maintain the rented goods and is obliged to compensate for losses arising from negligence or deliberate damage to the goods. The third stage is a case study, which was conducted at a car rental company in Binjai City to describe and analyze in detail the incident of exchanging original spare parts. The final stage is the formulation of solutions, where practical solutions are formulated for car rental companies in dealing with the problem of exchanging spare parts, including improving contract clauses and asset management strategies. The solutions formulated are expected to be implemented by car rental companies to reduce the risk of future losses. Through this research method, it is expected to provide an in-depth understanding of the compensation mechanism in the context of car rental and provide practical solutions that can be implemented by car rental companies in dealing with this problem.

▪ Discussion

1. Contract System and Agreement in Car Rental

Car rental comes from the English word, namely rent which means renting or renting, meaning an act of renting an

object to one or more people. Car rental or commonly called renting (Ijarah), in terms of language means the transfer of the right to use or benefit from goods or services within certain limits with the transfer of wages, without being followed by the transfer of ownership.⁸

Renting in car rental, in practice there are two types of services for the tenants, including car rental without a driver and car rental with a driver. Car rental without a driver means that the party renting only provides the car rented by the tenant. In this car rental service without a driver, the price offered varies, ranging from IDR 250,000 to IDR 350,000 per day. Meanwhile, car rental with a driver means that the party renting provides a car and driver for the tenant. Next is the car rental service with a driver. The price offered for this service ranges from IDR 350,000 to IDR 450,000 per 12 hours. In addition to determining the rental price, the owner and tenant must determine the time period in detail. The owner and tenant are required to determine a specific time period, the rental period for a day, a month, or a year. In general, the car rental business, the rental price is only determined based on the time rate or how long the tenant wants to use the car.

There are three requirements that must be met by the renter, namely the Resident Identity Card (KTP) of the person who will rent the car, Family Card (KK), domicile address and the renter's phone

⁸ Rainer Kleber (2009). Tentang Bagaimana Akuisisi Suku Cadang yang Dapat Dipulihkan Mempengaruhi Profitabilitas Manajemen Suku Cadang untuk Barang Tahan Lama.

<https://www.researchgate.net/publication/46477165>

number. The contents of the car rental agreement are 12 general points, namely:

- a. The above vehicles (which are rented) cannot be transferred or assigned to another/second party without the permission of the vehicle owner or rental owner.
- b. The above vehicles cannot be used for unlawful acts or criminal acts in any form such as using narcotics, theft, transporting or carrying narcotics, being under the influence of alcohol, etc.
- c. The above vehicles cannot be used by people who are listed as DPO in any form.
- d. The above vehicles cannot be used by people who are not yet proficient in driving, are just learning, or are just trying it out, even if they have a driving license.
- e. Consumers are strictly prohibited from changing the shape, color, vehicle number plate, reducing or adding accessories to the rented vehicle without the consent of the car rental business owner.
- f. If there is a violation of the 5 points above, then the owner has the right to withdraw the vehicle whenever and wherever the vehicle is located, without returning the amount of crocodiles paid by the consumer to the car rental party is considered forfeited. This is as felt by the entitled party or the car rental owner. If necessary, the rental party will process the consumer to the legal or criminal route.
- g. Consumers who are proven to have violated traffic regulations, whether recorded by ETLE or prosecuted directly by the authorities, are required to be responsible for the fine and are required to confirm this with the car rental party.
- h. At the time of returning the vehicle above, it must be in accordance with the vehicle specifications according to the time of the initial handover of the car. If it is proven that the condition of the car returned is not in accordance with the time of the initial handover, then the consumer is required to be fully responsible for what happens to the vehicle, be it the condition of the body paint, tires, accessories, and others.
- i. For scratches on the vehicle body with light conditions, a charge of 1 OR Insurance of Rp. 300,000 will be charged and calculated according to the incident. If the vehicle is in severe condition, it will be calculated according to the condition of the vehicle and an additional daily car fee will be charged while the car is being repaired of 75% of the car rental per day for each day the car is in the workshop.
- j. Car delays are calculated at 10% of the car rental per day per hour and if it exceeds the time limit of 5 hours, then it is calculated as 1 full day of rental fees.
- k. Car usage is calculated based on the maximum distance traveled, for one day usage, for example, the destination of Siantar or Berastagi must be in one direction, it is not allowed to depart from Medan to Siantar and return via Berastagi. And so on and this

will be explained by the car rental team. If it is proven that this has been violated, an additional fee of 75% of the car rental will be charged if it is returned immediately according to the time or it is recommended to add days according to the specified distance.

1. For the exterior and interior conditions of the vehicle, it is mandatory for the rental party to video it and it is also better for the rental consumer to video it so that they can both witness the condition of the car and to avoid misunderstandings between the two parties.

The contents of the agreement that has been made by the lessor to the lessee have an obligation where the lessor hands over the car. The contents of the agreement that has been made by the lessor to the lessee have an obligation where the lessor hands over the car.⁹ There are several chronologies that are often experienced by car rental company owners in Binjai City, one of which is the car returning in a condition that is not the same as when it was first rented, such as scratches on the car body and the act of exchanging original spare parts with non-original ones by the rental car renter.

From the results of interviews with car rental company owners in Binjai City, fatal cases occurred due to the actions of tenants who exchanged original car spare parts with non-original or used ones, this was discovered after the rental car returned and the owner of the car rental

company wanted to service his vehicle because there were tenants who wanted to rent the car for a long period of time, and the owner of the rental company found the difference after being informed to the workshop, therefore the rental owner immediately contacted the tenant to ask about this incident and asked the tenant to compensate.

However, the tenant refused, arguing that he only made minor repairs such as replacing tires due to leaks. This conflict triggered tension, with the rental owner feeling disadvantaged and trying to find a solution to replace the missing spare parts, while the tenant remained firm in his decision. Some of the original spare parts that had been replaced with non-original ones by the rental car tenant were spare tires, weak batteries, and non-original intercoolers. This was immediately discovered by the owner of the car rental company in Binjai City that the action was carried out by the previous rental car tenant. There are several factors that indicate that the original spare parts have been exchanged with non-original ones after the rental car is rented back to the next renter. When you want to replace the spare tire, it turns out that the spare tire is not suitable for installation on the rented car.

2. Analysis of Losses Due to Exchange of Original Spare Parts by Rental Car Renters

The exchange of original spare parts by car rental renters with non-original

⁹ Made Wisnuyoga Wardana. (2022). Perlindungan Hukum Bagi Konsumen Yang Dirugikan Oleh Produk Elektronik Yang Tidak Bergaransi.

or used spare parts is a crucial issue often faced by car rental companies. In Binjai City, this practice has caused various losses for car rental companies. To analyze these losses comprehensively, it is necessary to look at it from various perspectives, including Islamic law represented by the thoughts of Wahbah Zuhaili.

This analysis will discuss the impacts in terms of material and non-material, and provide an Islamic legal perspective on responsibility and compensation. Car rental companies in Binjai City have reported several incidents where renters returned vehicles in a different condition than when they were received. One of the problems that often arises is the exchange of original spare parts with non-original or used spare parts. This practice not only reduces the quality of the vehicle but also results in financial and reputational losses for the company. This problem requires serious handling considering the importance of vehicle quality and reliability for the operation of the car rental business.¹⁰

One of the main material losses is the decrease in vehicle value. Vehicles that use non-original spare parts tend to have a lower resale value than vehicles with original spare parts. This is due to consumer perception that the quality and reliability of the vehicle are decreasing. When the vehicle is resold, prospective buyers usually check the maintenance history and condition of the spare parts used. If it is known that the spare parts used are not original, the value of the

vehicle will drop drastically. This decrease in value is a significant financial burden for car rental companies.

Another material loss is the additional repair costs that must be borne by the company. From the interview results, the company suffered a loss of around fifteen million rupiah due to the actions of car renters who replaced original spare parts with non-original ones. According to the workshop, the use of non-original spare parts can reduce durability and cause damage to the car. The quality and price of original spare parts are much higher than non-original ones, for example, an original intercooler costs 5-6 million rupiah, while a non-original one is only 2-3 million rupiah. Replacing original spare parts with non-original ones greatly affects the durability of the vehicle.

Non-material losses include a decline in the company's reputation. Customers' trust in the company can decrease if they find out that the vehicles they rent do not use original spare parts. A good company reputation is very important in the car rental business, because customers tend to choose companies that they trust to provide safe and reliable vehicles. If the company's reputation is tarnished, this can result in a decrease in the number of customers and loss of business. Company employees may experience stress and additional workload due to having to handle customer complaints and repair damaged vehicles. Technical employees must work extra hard to ensure that vehicles are in good condition, while customer service staff must deal with

¹⁰ Setia, Ahmad Azhar Basyir. (1994). *Asas Hukum Muamalah*. Yogyakarta: Uii Pers

complaints and manage customer satisfaction. This additional workload can lower employee morale and have a negative impact on the company's productivity and service quality.¹¹

According to Wahbah al-Zuhaili, ta'addi in the context of exchanging goods without permission is related to violating the property rights of others. In Islamic law, every individual must respect the property rights of others and must not take actions that can harm others, including exchanging goods without the owner's permission. The application of this principle is important to maintain justice and prevent conflict. If the exchange is carried out without consent, then it is considered a violation that can have legal consequences. Al-Zuhaili emphasized that transaction ethics must always be prioritized to ensure justice in social and economic interactions. In muamalah fiqh, ta'addi means violating or exceeding the limits that have been set, either in terms of rights or agreements. In the context of renting spare parts, if someone rents a vehicle or tool with original components, then replaces them with non-original components without the owner's permission, then this action can be considered ta'addi.

Violation of the agreement if the rental agreement does not allow the replacement of spare parts with non-original ones, then replacing them without agreement is a form of violation or exceeding the limits of the agreement (ta'addi) (Safira, 2023). Potential harm to the owner: Non-original spare parts

may have lower quality or durability, so they can harm the owner of the vehicle/equipment in terms of quality and service life. In this case, this violation can cause losses that are the basis for a claim for compensation. From a fiqh perspective, this action can be considered ghasab (unlawful taking of someone else's rights) or khianat (betrayal), because it harms the owner by replacing goods that should be maintained according to the agreement. Therefore, the act of ta'addi in this case is not only considered a violation of the agreement, but can also have consequences in sharia law, including the obligation to return the original spare parts or compensate for losses according to the specified value.

The principle of dhaman in Islamic law indicates that the lessee is responsible for maintaining the condition of the vehicle during the rental period and returning it in the same condition as when it was received. If damage occurs due to the actions of the lessee, they are obliged to provide compensation. In the case of exchanging spare parts, the lessee must be responsible for replacing the spare parts that they have exchanged with the spare parts original that matches. This principle emphasizes the responsibility of the lessee to maintain the trust and ensure that no losses are experienced by the car rental company. In the context of exchanging original spare parts with non-original ones, the principle of dhaman indicates that the lessee is responsible for maintaining the condition of the vehicle during the

¹¹ Wahbah Zuhaili. (1989). *Al-Fiqh Al-Islami Wa Adillatuhu*. Damaskus: Dar Al-Fikr Wahbah

rental period and returning it in the same condition as when it was received.

If damage occurs due to the actions of the lessee, they are obliged to provide compensation to the rental company. In this case, the lessee who replaced the original spare parts with non-original ones without the company's knowledge has violated the principle of *dhaman*, because they did not maintain the condition of the vehicle according to the initial agreement.

Maslahah in Islamic law emphasizes the public interest. Maintaining the quality of vehicles by using original spare parts is a public interest that must be considered by all parties. Actions that are detrimental to the public interest, such as exchanging original spare parts for non-original ones, must be avoided. In the context of the car rental business, maintaining the quality of vehicles with original spare parts is in the interests of customer safety and satisfaction. Actions that are detrimental to the quality of vehicles mean harming the public interest, which in Islamic law must be avoided.

In the case of exchanging original spare parts for non-original ones by rental car renters, this action clearly harms the public interest. Rental vehicles used by the public must be in good and safe condition. Replacing original spare parts with non-original ones without the company's knowledge not only harms the company, but also threatens the safety and comfort of vehicle users. This is contrary to the principle of *maslahah* because such actions

do not bring benefits, but instead cause losses and risks for many parties.¹²

According to Wahbah Zuhaili, maintaining quality and honesty in transactions is part of the *maslahah* that must be upheld. In this case, car rental companies must take steps to ensure that their vehicles remain in good condition and safe for users. Renters who violate this principle by exchanging original spare parts must be responsible and provide compensation according to the losses incurred. This action not only protects the interests of the company, but also ensures that the public interest is maintained and not harmed.¹³

The car rental company in Binjai City has been operating for more than ten years and has a good reputation among customers. They offer various types of vehicles for rent, ranging from economy cars to luxury cars. So far, the company has maintained vehicle quality standards by ensuring that all vehicles are routinely maintained and use original spare parts. However, in recent years, the company has faced problems with some tenants exchanging original spare parts with non-original or used ones. (Hasan, 2000)

In this case, the rental car lessee who replaced the original spare parts with non-original spare parts without the knowledge of the car rental company has violated the principle. The original spare parts belong to the car rental company, and this replacement was carried out without permission, so that the lessee

¹² Sudarsono. (1997). *Hukum dan Keadilan Islam*. Jakarta: Rineka Cipta

¹³ Zuhaili Wahbah. (1998). *Al-Nazariyah Al-*

Dhaman. Damaskus: Dar Al-Fikr

has created uncertainty about the condition of the rented vehicle. This action not only harms the company materially, but also shows the lessee's intention to take advantage of the situation in a way that is detrimental to others.

This tenant's actions did not only happen once, but were a series of repeated actions. The tenant carried out the action of exchanging original spare parts at several different car rental places. After completing his action at one rental place, he continued to the next rental place and repeated the same action. This shows a planned and systematic pattern of action. In the research conducted, it was stated that the tenant's actions of replacing original spare parts with non-genuine parts cause significant financial and operational losses for car rental companies.

The actions of the renter cause very significant losses to the car rental company, both in terms of material and non-material. Material losses include the cost of replacing original spare parts with new ones, additional repair costs required due to the use of non-original spare parts that may damage other components of the vehicle, and a decrease in the resale value of the vehicle that has had its spare parts replaced with non-original ones. When the renter replaces original spare parts with non-original ones, the car rental company must bear the cost of repairs and replacement of spare parts more often. This of course increases the financial burden on the company and reduces profitability. In addition to material losses, there are also non-material losses

which include a decrease in the company's reputation in the eyes of consumers. Customer trust in the company can decrease if they find out that the rented vehicle does not use original spare parts.

From a criminal law perspective, the actions of the lessee who replaces original spare parts with non-original ones can be subject to criminal sanctions under Article 362 of the Criminal Code. The lessee has taken the property of the car rental company (original spare parts) with the intention of being owned illegally and has caused losses to the company. The losses incurred include the cost of replacing spare parts, decreasing the value of the vehicle, and other potential losses such as decreasing consumer confidence. In addition, the lessee's actions can also be subject to other articles related to fraud and violation of the rental contract, which can increase the penalties imposed on the lessee.

If the lessee commits a *ta'addi* act, such as exchanging spare parts without permission, he is responsible for returning the car to its original condition. If it is not possible to return the original spare parts, then the lessee is obliged to provide compensation (*dhaman*). This can be in the form of replacing the original spare parts with new ones or financial compensation equivalent to the value of the original spare parts. The principle of *dhaman* in Islamic law indicates that the lessee is responsible for maintaining the condition of the vehicle during the rental period and returning it in the same condition as when it was received. If damage occurs due to the lessee's actions, they are obliged

to provide compensation to the rental company. The losses experienced by the rental company include material and non-material losses.

Material losses include the cost of replacing original spare parts with new ones, additional repair costs due to the use of fake spare parts, and a decrease in the selling value of the car. Meanwhile, non-material losses include a decrease in the company's reputation in the eyes of consumers and loss of customer trust.

The incident not only caused material losses to the company, but also negatively impacted the company's reputation in the eyes of customers. Several customers who rented vehicles after the incident reported that they were dissatisfied with the quality of the vehicles they rented. This resulted in a reduced number of customers and the potential loss of future business.¹⁴

The impact of this incident is enormous. The decrease in vehicle value, additional repair costs, and loss of revenue are material losses that the company must bear. In addition, the company's reputation is also at risk because some customers complain about the quality of the vehicles they rent. This has an impact on the number of customers decreasing and the potential loss of business. Employees also experience stress and additional workload because they have to deal with these problems.

3. Responsibility for Compensation Due to Exchange of Original Spare Parts by Rental Car Renters from Wahbah Zuhaili's Perspective

Responsibility for replacing rental car spare parts by the renter is quite an important issue in the vehicle rental business. From an Islamic legal perspective, especially in Wahbah Zuhaili's view, this action not only violates the rental contract, but also causes financial and operational losses for the car rental company. Wahbah Zuhaili, a leading scholar in Islamic jurisprudence, provides a clear view regarding the renter's responsibility in safeguarding the rented property and the consequences of detrimental actions.

In the case of replacing car spare parts, the act of the renter replacing the original spare parts with non-original ones without the knowledge of the rental company. This is because such actions create uncertainty regarding the quality, reliability, and value of the vehicle. Non-original spare parts usually have lower quality compared to original spare parts, which in turn can affect the performance and lifespan of the vehicle.¹⁵

According to Wahbah Zuhaili, the renter has full responsibility to maintain the rented goods and compensate for losses incurred due to negligence or deliberate damage to the goods.¹⁶ In the case of replacing original spare parts, this action not only harms the rental company financially, but also creates

¹⁴ Sudarsono.(1997). Hukum dan Keadilan Islam. Jakarta: Rineka Cipta

¹⁵ Sutrisno. (2020). Manajemen Perawatan Kendaraan Bermotor. Yogyakarta: Cv Pustaka Mandiri.

¹⁶ M.Ali Hasan. (2000). Macam-macam Jenis Transaksi Dalam Islam. Jakarta: Rajawali Pers

uncertainty regarding the quality and reliability of the vehicle. This action by the renter can result in significant losses for the rental company, including additional costs to replace the original spare parts and potential business losses due to vehicles that cannot be rented during the repair process.

In Wahbah Zuhaili's view, tenants who replace original spare parts without the rental company's permission must be responsible for the consequences of their actions. This includes paying compensation equivalent to the value of the loss caused by the replacement. This compensation includes the cost of replacing spare parts, additional repair costs, and compensation for other losses experienced by the company. This concept of compensation is in line with the principle of justice in Islamic law, which emphasizes the importance of returning lost rights to their owners and bearing all losses incurred.¹⁷ In the car rental business, maintaining the quality of vehicles by using original spare parts is a public interest that must be considered by all parties. Actions that are detrimental to the public interest, such as replacing original spare parts with non-original ones, must be avoided. The principle of justice in Islamic law emphasizes the importance of the tenant to bear all costs arising from detrimental actions. In this case, the rental company has the right to request compensation for all losses incurred, both financially and operationally. Fairness in this transaction

is important to maintain trust and good relations between the tenant and the rental company.

The emphasis on tenant responsibility is also supported by the arguments in the Qur'an and Hadith. In QS Al-Baqarah verse 188 it is stated:

وَلَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ وَتُدْخُلُوا
بِهَا إِلَى الْحُكَّامِ لِتَأْكُلُوا فَرِيقًا مِّنْ أَمْوَالِ النَّاسِ
بِالْإِثْمِ وَأَنتُمْ تَعْلَمُونَ

Meaning: And do not eat up one another's property by wrongful means, nor bring it to the judge so that you may eat up part of other people's property sinfully, while you know.

In the book "Nazariyah al-Daman" by Dr. Wahbah Az-Zuhaili QS Al-Baqarah verse 188 is related to the principle of prohibiting taking other people's property in an improper way.

This verse reads: In the context of Nazariyah al-Daman, this verse is understood as a basic principle in Islamic law regarding the prohibition of misuse of property, whether through fraud, bribery, or an unjust decision in court. This is related to the concept (responsibility or compensation), where Islam emphasizes the importance of protecting the property of others, and that the act of taking someone else's property wrongfully requires responsibility or an obligation to compensate for the loss. This book explains that the act of consuming property wrongfully not only damages the social order, but also violates individual rights

¹⁷ Umar, A. Muin. (2018). Hukum Perikatan dan Perjanjian dalam Islam. Pustaka Haji Abdul Malik

and invites moral decay. Therefore, this verse emphasizes the importance of justice in transactions, protecting property rights, and responsibility for violations in Islamic law.

This verse emphasizes the prohibition of taking the rights of others in an unfair manner, which is relevant in the context of replacing spare parts that are detrimental to the rental company. The Hadith narrated by Bukhari also mentions, "Whoever cheats, then he is not from our group," which shows the importance of honesty and transparency in every transaction. According to Hans Kelsen in the journal Anwar, his theory of legal responsibility states that: a person is legally responsible for a certain act or that he bears legal responsibility, the subject means that he is responsible for a sanction in the event of a conflicting act¹⁸

The hadith explaining the right to receive compensation for those who have suffered losses is found in Sahih Muslim, which reads as follows:

حَدَّثَنَا قُتَيْبَةُ بْنُ سَعِيدٍ حَدَّثَنَا اللَّيْثُ عَنْ
يَحْيَى عَنْ مُحَمَّدِ بْنِ يَحْيَى بْنِ حَبَّانَ عَنْ لُؤْلُؤَةَ
فِي هَذَا الْحَدِيثِ عَنْ أَبِي صِرْمَةَ قَالَ غَيْرَ قُتَيْبَةَ
اللَّ عَلَيْهِ عَنْ أَبِي صِرْمَةَ صَاحِبِ النَّبِيِّ صَلَّى
وَسَلَّمَ عَنْ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنَّهُ قَالَ
أَصْرَّ اللَّهُ بِهِ وَمَنْ شَاقَّ شَاقَّ اللَّهُ عَلَيْهِ مَنْ ضَارَّ
(رواه مسلم)

Meaning: From Abu Hurairah,

Rasulullah SAW said: "Whoever harms another person, Allah will harm him; and whoever troubles others, Allah will trouble him (HR. Muslim).

This hadith is the basis in Islam that acts that harm others are prohibited and will bring retribution from Allah. It emphasizes that the party who is harmed in a transaction has the right to receive compensation for the losses experienced. In the case of replacing rental car spare parts, the rental company that is harmed has the right to ask for compensation from the tenant who committed the act. In "Nazariyah Ad-daman" by Wahbah Zuhaili that:

أَنَّ الْقَانُونَ الْمَدَنِيَّ السُّورِيَّ وَأَصْلِهِ الْمِصْرِيَّ قَدْ
خَالَفَ الْفِقْهَ الْإِسْلَامِيَّ فِي تَعْيِينِ مِقْدَارِ الْعِنَايَةِ
الْوَاجِبِ بِذَلِكَ عَلَى
الْمُسْتَأْجِرِ أَوْ الْمُسْتَعِيرِ • فَهِيَ قَانُونُ عِنَايَةِ
الرَّجُلِ الْمُعْتَادِ • وَفَقْهًا يَحْفَظُ الشَّيْءَ كَمَا يَحْفَظُ
حَرَبِيًّا أَوْ مُتَوَسِّسًا طَا مَا لَمْ يَنْفُسْ بِحَسَبِ كَوْنِهِ
أَوْ مُهِمًّا. لَكِنَّ اتَّفَقَ الْقَانُونُ وَالْفِقْهُ فِي جَعْلِ
هَلْ كُ الْعَيْنِ الْمُؤَجَّزَةِ عَلَى الْمُسْتَأْجِرِ فِي غَيْرِ
حَالَةٍ
إِلَّا سَ تَعْمَالِ الْمَالُوفِ • وَعَلَى هَذَا تَنْصُ الْمَادَّةُ
الْآتِيَةِ: (•) (يَجِبُ عَلَى الْمُسْتَأْجِرِ أَنْ يُبَدِّلَ
مِنَ الْعِنَايَةِ فِي اسْتِعْمَالِ الْعَيْنِ
الْمُؤَجَّزَةِ وَفِي الْمَحَافِظَةِ عَلَيْهَا مَا يُبَدِّلُ لَهُ
الشَّخْصُ الْمُعْتَادِ.) • (وَهُوَ مَسْئُولٌ عَمَّا
يَصِيبُ الْعَيْنَ أَثْنَاءَ انْتِفَاعِهِ بِهَا مِنْ

¹⁸ Sabri Shaleh Anwar (2014). Tanggung Jawab Pendidikan Dalam Perspektif Psikologi Agama Pympathic, Jurnal Ilman Pakning Anni, Vol 1,

No 1, Halaman 11-21

تَلَفٍ أَوْ هَلَكَ غَيْرُ نَاشِئٍ عَنْ اسْتِعْمَالِهَا
اسْتِعْمَالٍ مَّا لَوْفٍ

The Syrian civil law, which originated from Egypt, contradicts Islamic jurisprudence in determining the amount of care that must be exercised by the lessee or borrower. In the science of fiqh, he takes care of something as he protects his own money, depending on whether he is careful, moderate or negligent. However, the law and jurisprudence have agreed that damage to the leased thing is borne by the lessee in cases beyond normal use, and therefore Article (1) below provides:

- a. Renters must be as careful in using and maintaining rental items as ordinary people would.
- b. He is responsible for any damage or loss that occurs to the property while he is using it, which is not the result of ordinary use.

In practice, the legal implications of this action require strict application of Islamic legal principles to ensure that justice is upheld. Rental companies must have clear provisions in the rental contract regarding the use of original spare parts and the lessee's responsibility for any replacements made¹⁹. Lessees must also be given a clear understanding of the consequences of actions that violate the terms of the contract, including the obligation to pay compensation.

With this approach, it is hoped that a better relationship can be created between the lessee and the rental

company, as well as better protection of the company's assets. The application of Islamic legal principles in this context not only helps to maintain justice, but also encourages adherence to high ethical values in business. These principles also play an important role in creating a healthy business climate, where all parties feel protected and respected.

In dealing with cases of detrimental spare part replacement, rental companies can rely on Wahbah Zuhaili's view as a legal and ethical basis for demanding compensation from the lessee. Thus, it is hoped that there will be a deeper understanding of the responsibilities and consequences of actions taken by the lessee, as well as better protection of the rights of the rental company.

Wahbah Zuhaili's view provides a strong framework for dealing with this issue fairly and transparently, in accordance with the principles of Islamic law that prioritize justice and protection for all parties involved in the transaction. A valid lease agreement (ijarah contract) in Islamic law has the same binding force as a contract in other legal systems. When one party violates the terms of the contract, the injured party has the right to claim compensation. The legal implications of the exchange of original spare parts by the lessee can be detailed as follows:²⁰

- a. Material Compensation

The owner has the right to demand the tenant to replace the original

¹⁹ Riniarti, Chorita (2019). Perlindungan Hukum Konsumen Terhadap Perjanjian Penyewaan Kendaraan Bermotor. Jurnal Hukum Universitas Lambung Mangkurat, 22(3), 307

²⁰ Rini Widiastuti. (2019). "Manajemen Aset Perusahaan Dalam Perspektif Manajemen Modern," Jurnal Manajemen Aset, Vol. 6 No. 2: 112-130.

spare parts that have been replaced with non-original ones. This includes the cost of purchasing new original spare parts and the cost of installing them. Wahbah Zuhaili stated that compensation must cover all material losses suffered by the owner.

b. Additional Repair Fee

If the replacement of spare parts causes additional damage or affects the performance of the vehicle, the lessee must also bear the cost of such repairs. This includes the cost of repairing damage directly or indirectly caused by the replacement of inappropriate spare parts.

c. Operational Loss

Deterioration in performance or damage to a vehicle can result in an operating loss for the owner. For example, if the vehicle is unavailable for rent during a repair period, the owner loses potential revenue. The lessee can be held liable for this loss of revenue, since their actions directly caused the loss.

To claim compensation, the owner must collect evidence of the losses suffered. This evidence includes original spare part purchase receipts, repair receipts, and other relevant documents. This evidence is important to strengthen the claim for compensation before the lessee and, if necessary, in court. The car owner can try to resolve this issue amicably through mediation or negotiation with the lessee. If the lessee is willing to compensate for the losses incurred, the problem can be resolved without the need for involving the courts. However, if the lessee refuses to compensate for the

loss, the car owner can file a lawsuit to the court to claim compensation.

In the perspective of Islamic law, the emphasis on justice is very strong. Wahbah Zuhaili explained that each party to the contract has rights and obligations that must be fulfilled. A lessee who violates the terms of the contract by replacing original spare parts without permission has committed an act that is detrimental to the owner. Therefore, the principle of justice demands that the lessee bear all losses arising from such actions.

In Indonesia, tenants who harm the owner of the rented goods can be sued under the Civil Code (KUHPerdata). Article 1365 of the Civil Code states that every unlawful act that causes harm to another person requires the person who caused the loss to compensate for the loss. This means that a tenant who replaces an original spare part with a non-original one without permission can be sued under the unlawful act.²¹ Enforcing legal liability in this case also has important social implications. The awareness that actions that harm the owner of the goods will result in legal liability can encourage renters to be more careful in using the rented goods. This can also increase the sense of responsibility and ethics in transactions, which will ultimately create a fairer and more ethical business environment.

The application of sharia principles in resolving disputes such as this shows that Islamic law is not only relevant, but can also provide a fair and balanced solution for all parties involved. This

²¹ Abdullah Bin Nuh. (2005). *Fiqh Kontemporer*. Wahbah Zuhaili. Bandung: Pustaka

strengthens public trust in the Islamic legal system and encourages its wider application in various aspects of life. Although Indonesia has a national legal system based on positive law, the application of sharia principles in dispute resolution remains relevant, especially in cases involving Muslims. The principle of justice in Islamic law can be applied through the mechanism of sharia justice or sharia-based mediation. This allows for peaceful and fair dispute resolution, in accordance with Islamic values.

• Conclusion

The problem of exchanging original spare parts with non-original ones by car rental tenants in Binjai City causes material and non-material losses for rental companies. Material losses include a decrease in the value of the vehicle, additional repair costs, and loss of income because the vehicle is often damaged and cannot be rented out again. Non-material losses include a decrease in the company's reputation, reduced customer trust, and additional stress and workload for employees. From an Islamic legal perspective, according to Wahbah Zuhaili's thinking, exchanging original spare parts with non-original ones without the company's knowledge is a form of *ta'addi* that causes losses. The act of replacing spare parts with non-original ones leads to various problems, including decreased vehicle quality and safety, increased operational costs for repairs, and damage to the rental company's reputation. This also risks reducing consumer trust, which can ultimately harm the business in the long run. From a legal perspective, both

Islamic law and positive Indonesian law view this action as a violation of the rental contract, which requires the tenant to be responsible for the losses incurred, including replacing the damage that occurs. In the case of a car rental tenant who exchanges original spare parts with non-original ones without permission, this action is considered a form of *ta'addi* that violates the *ijarah* contract. The lessee is responsible for replacing spare parts with original ones or providing appropriate compensation. In addition, this action can be categorized as *ghasab* or betrayal because the tenant harms the owner by replacing components without consent and possibly lowering the quality of the rented goods.

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