

## **Football Player Contracts at Persija Jakarta from the Perspective of Indonesian Fiqh Muamalah: Analysis of Ijarah Al-Asykhsh Contracts in MUI Fatwas and FIFA RSTP**

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**Abstract:** *This study analyzes the system and implementation of employment contracts between professional football players and the Persija Jakarta club based on the perspective of the ijarah al-asykhsh contract according to Fatwa No. 112/DSN-MUI/IX/2017. Using a qualitative method with a descriptive-analytical approach, this study examines player contracts, FIFA and PSSI regulations, and interviews with APPI. The results of the study indicate that the employment contract system at Persija Jakarta is in accordance with the principles of the ijarah contract, which regulates the relationship between players (ajir) and clubs (musta'jir) in exchange for ujah (salary). The contract includes the rights and obligations of players and clubs, including compensation, duration, sanctions, and dispute resolution. However, in practice, obstacles are still found such as late salaries, unilateral contract termination, and dispute resolution that is not in accordance with FIFA regulations. In conclusion, although the contract system is in accordance with the ijarah contract, its implementation still faces obstacles that are detrimental to players. Efforts are needed to align contracts with FIFA regulations and improve the*

*protection of players' rights in order to create fairer and more professional working relationships in the Indonesian football industry.*

**Keywords:** Labor Contract, Football, Persija Jakarta, Ijarah Al-Ashkhash.

**Abstrak:** Studi ini menganalisis sistem dan implementasi kontrak kerja antara pemain sepak bola profesional dan klub Persija Jakarta berdasarkan perspektif akad ijarah al-asykhash sesuai Fatwa No. 112/DSN-MUI/IX/2017. Menggunakan metode kualitatif dengan pendekatan deskriptif-analitis, penelitian ini mengkaji kontrak pemain, regulasi FIFA dan PSSI, serta wawancara dengan APPI. Hasil penelitian menunjukkan bahwa sistem kontrak kerja di Persija Jakarta sudah sesuai dengan prinsip akad ijarah, yang mengatur hubungan antara pemain (ajir) dan klub (musta'jir) dengan imbalan ujah (gaji). Kontrak mencakup hak dan kewajiban pemain serta klub, termasuk kompensasi, durasi, sanksi, dan penyelesaian sengketa. Namun, dalam praktiknya, masih ditemukan kendala seperti keterlambatan gaji, pemutusan kontrak sepihak, dan penyelesaian sengketa yang tidak sesuai dengan regulasi FIFA. Kesimpulannya, meskipun sistem kontrak sudah sesuai dengan akad ijarah, implementasinya masih menghadapi hambatan yang merugikan pemain. Diperlukan upaya untuk menyelaraskan kontrak dengan regulasi FIFA serta meningkatkan perlindungan hak pemain guna menciptakan hubungan kerja yang lebih adil dan profesional dalam industri sepak bola Indonesia.

**Kata kunci:** Kontrak Kerja, Sepakbola, Persija Jakarta, Ijarah Al-Asyhash.

## Introduction

In the study of fiqh muamalah maliyyah, there are two things that distinguish between ijarah in the context of leasing and ijarah for wages or labor. The first is *ijarah al-a'yan*, commonly known as ijarah barang,

which refers to the leasing of goods by the lessee to use the goods for a certain period (for example, renting a house as a place to live). Second, *ijarah al-a'mal* or *ijarath al-asykhash*, is an *ijarah* agreement for activities performed by a person in completing a specific job, whether general or specific, and the person is entitled to receive *ujrah* (wages) for the service.<sup>1</sup>

Fiqh scholars argue that service-based *ijarah* is a method of employing people to do a job. This is achieved through the payment of wages for human labor. A person must pay wages in exchange for that labor. As long as the task is clear, such as general work like sewing, manual labor, and so on, or specialized work that requires specific training or certification, then this type of *ijarah* or rental is permissible or valid.<sup>2</sup>

Agreements, based on promises that must be fulfilled, can be divided into three types: 1) agreements to give or deliver something; 2) agreements to perform an action; and 3) agreements not to do something. What must be carried out in an agreement is called performance.<sup>3</sup> *Ijarah* contracts fall into two categories of agreements, namely agreements to deliver something and agreements to do something. This is because *ijarah* involves two aspects: first, the transfer of goods or services for use by the *musta'jir*, and second, the payment of *ujrah* (wages) to the *ajir*, so this concept is similar to labor law as applied in the form of employment agreements.<sup>4</sup>

In a soccer club, recruiting players is very important to achieve the club's goals and meet certain needs. The recruitment process follows the

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<sup>1</sup> Mugni Muhit et al., "Flexibility of Al-Ijarah Contract Perspective of Islamic Economic Law," *Al-Afkar, Journal For Islamic Studies* 7, no. 1 (2024): 762–87, <https://doi.org/10.31943/afkarjournal.v7i1.888>.

<sup>2</sup> Neni Hardiati et al., "Akad Ijarah Dalam Perspektif Fuqaha Serta Relevansinya Terhadap Perkembangan Ekonomi," *Socius: Jurnal Penelitian Ilmu-Ilmu Sosial* 1, no. 10 (2024): 187–96, <https://doi.org/10.5281/zenodo.11204342>.

<sup>3</sup> Muhammad Arifin, "A Decade Review Of Civil Law In Indonesia," *International Journal of Innovative Research and Advanced Studies (IJIRAS)* 7, no. 4 (2020), [https://www.ijiras.com/2020/Vol\\_7-Issue\\_4/paper\\_13.pdf](https://www.ijiras.com/2020/Vol_7-Issue_4/paper_13.pdf).

<sup>4</sup> Ade Nur Rohim and Atang Abdul Hakim, "Transformation of Ijarah Contract: The Review of The Concept and Its Implementation in Islamic Banking," *Al-Tahrir: Jurnal Pemikiran Islam* 23, no. 1 (2023): 53–82, <https://doi.org/10.21154/altahrir.v23i1.5726>.

rules or procedures set by FIFA or PSSI. Clubs that recruit professional players can do so either through the players themselves or on behalf of the club. After that, the two parties will establish cooperation in the form of a contract or employment agreement.<sup>5</sup> Law of the Republic of Indonesia Number 13 of 2003 concerning Manpower states in Article 1 Paragraph 14, "An employment agreement is an agreement between a worker/laborer and an employer or employer that contains the terms and conditions of work, rights, and obligations of the parties." Professional players who are bound by a contract with a club are required to comply with the regulations applicable to both parties during the contract period until it expires.<sup>6</sup>

In reality, not all working relationships between players and football clubs are harmonious; in fact, there are still violations commonly committed by both parties. Of course, this means that the rights of one party cannot be fulfilled. For example, some clubs are late in paying their players' salaries, and some do not pay them at all.<sup>7</sup>

The Indonesian Professional Players Association (APPI) announced on its website that there are still several issues regarding contract violations, including: 1) Delayed incentives/salaries; 2) Unilateral termination of contracts by clubs; 3) Termination of contracts by clubs due to player injuries; 4) Clubs unilaterally reducing player salaries due to injuries.<sup>8</sup>

Persija Jakarta, a team based in Jakarta, is one of the largest and most successful clubs in Indonesia with the most titles in the history of the Indonesian League. However, behind these proud achievements,

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<sup>5</sup> Rizki Habibulah and Ming-Hsi Sung, "The Legal Certainty on Freedom of Foreign Football Player Transfer in Indonesia: Learning of Bosman Ruling," *Varia Justicia* 17, no. 2 (2021): 139–59, <https://doi.org/10.31603/variajusticia.v17i2.5621>.

<sup>6</sup> Raka Fauzan Hatami, "Perjanjian Kerja Antara Pemain Sepak Bola Dan Klub Sepak Bola Indonesia Dengan Lex Sportiva Dan Undang-Undang Ketenagakerjaan," *Jurnal Wawasan Yuridika* 3, no. 1 (2019): 93–114, <https://doi.org/10.25072/jwy.v3i1.218>.

<sup>7</sup> Adam Garlewicz, "Athlete Biometric Data in Soccer: Athlete Protection or Athlete Exploitation?," *DePaul Journal of Sports Law* 16, no. 1 (2020), <https://via.library.depaul.edu/jslcp/vol16/iss1/2>.

<sup>8</sup> APPI, "Update Kasus Pesepakbola Liga 2 Indonesia Musim 2023/2024," News, *APPI Online*, January 26, 2024, <https://www.appi-online.com/update-kasus-pesepakbola-liga-2-indonesia-musim-2023-2024/>.

Persija also has problems with its own players, including salary delays, player transfer issues, and unilateral contract termination.<sup>9</sup>

One such case is the termination of Marko Simic's contract with Persija Jakarta on April 26, 2022. According to APPI CEO M. Hardika Aji, Simic and Persija management had a disagreement over an addendum to the contract, prompting APPI to intervene. Simic chose to unilaterally terminate his contract based on Article 14bis of the RSTP, which states that a contract can be terminated with just cause for outstanding salary, due to non-payment of wages, or in other words, terminating the contract with just cause for unpaid compensation.<sup>10</sup>

Contracts in professional football are legal agreements that govern the relationship between players and clubs, including the rights and obligations of both parties. FIFA, through its Regulations on the Status and Transfer of Players (RSTP), establishes the basic principle that contracts must be honored by both parties (*pacta sunt servanda*). However, under certain conditions, contracts can be terminated early without penalty based on valid reasons.

Certain law is law that is applied in a clear, consistent, stable manner, and is not influenced by subjective interests. Certainty and fairness are not only moral values, but also essential elements that define the law itself.<sup>11</sup> Based on issues such as unpaid salaries, unilateral contract termination, and player transfer problems, it is clear that there are problems with the current contract. Often, players have fulfilled their obligations in accordance with the contract, but the club has neglected to fulfill the players' rights. As a result, the players in the contract suffer losses due to this. Therefore, more intensive research is needed on whether the clauses in the employment contract between players and

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<sup>9</sup> Bolatimes.com, "Selain Marko Simic, Inilah 4 Pemain Bintang yang Gajinya Pernah Ditunggak Persija Jakarta," OneFootball, February 17, 2026, <https://onefootball.com/id/berita/selain-marko-simic-inilah-4-pemain-bintang-yang-gajinya-pernah-ditunggak-persija-jakarta-34990811>.

<sup>10</sup> Muhammad Nurhendra Saputra, "Kronologi Kasus Marko Simic dengan Persija Jakarta," Tempo, April 27, 2022, <https://www.tempo.co/sepakbola/kronologi-kasus-marko-simic-dengan-persija-jakarta-363264>.

<sup>11</sup> Achmad Ali, *Menguak Tabir Hukum (Suatu Kajian Filosofis Dan Sosiologis)* (Penerbit Toko Gunung Agung, 2002).

clubs are in accordance with the terms and conditions in the perspective of the *ijarah al-asykhash* contract.

A number of previous studies discussing football player employment contracts show relevance to this study. Aan Achmad (2025) examined informal transaction practices in football clubs, focusing on Islamic law in general.<sup>12</sup> Meanwhile, this study emphasizes formal contracts of professional players from the perspective of *ijarah al-asykhash* contracts in accordance with DSN-MUI Fatwa No. 112. Geas Falsa Kemar (2019) discusses player contracts at Deltras Sidoarjo, an Indonesian League 2 club, with a focus on the internal conditions of local clubs.<sup>13</sup> Meanwhile, this study highlights contracts at Persija Jakarta as a major Liga 1 club and their relationship with professionalism and FIFA regulations. Mochamat Irfan Hidayat (2022) examines the implementation of contracts and the professionalism of Persid Jember players, emphasizing the practical challenges of semi-professional clubs.<sup>14</sup> This differs from this study, which focuses on the application of the *ijarah al-asykhash* contract and its compliance with FIFA's RSTP.

This study uses a qualitative research approach, which is an approach based on techniques for studying human problems and social phenomena. The researcher constructs a complex picture, analyzes language, compiles in-depth reports based on respondents' opinions, and conducts studies in natural situations.<sup>15</sup> The primary data source is the Professional Soccer Player Employment Contract at Persija Jakarta, supplemented by information from informants interviewed by the researcher from the Indonesian Professional Soccer Players Association (APPI). Secondary data sources include books, scientific journals, theses,

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<sup>12</sup> Achmad Muthiurrohman, "Perspektif Hukum Islam Terhadap Transaksi Jual Beli Pemain Sepak Bola Di Persid Jember" (Skripsi, Universitas Islam Negeri Kiai Haji Achmad Siddiq, 2025), <https://digilib.uinkhas.ac.id/41410>.

<sup>13</sup> Geas Falsa Kemar, "Analisis Hukum Islam Terhadap Kontrak Pemain Sepak Bola Deltras Sidoarjo" (Skripsi, Universitas Islam Negeri Sunan Ampel, 2019), <http://digilib.uinsa.ac.id/33606/>.

<sup>14</sup> Mochamat Irfan Hidayat, "Implementasi Sistem Kontrak Pada Profesionalitas Kerja Pada Pemain Sepakbola Di Persid Jember" (Skripsi, Universitas Islam Negeri Kiai Haji Achmad Siddiq, 2022), <https://digilib.uinkhas.ac.id/14436/>.

<sup>15</sup> Iskandar, *Metodologi Penelitian Kualitatif* (Gaung Persada, 2009), 11.

laws and regulations, as well as DSN Fatwa No. 112/DSN-MUYIX/2017 on Ijarah Contracts, FIFA Regulations, and PSSI Regulations.

The researcher will use a qualitative descriptive method, which is defined as a method of analysis that describes, analyzes, and summarizes qualitative data through data analysis. This method is often applied in research to present a summary of the phenomenon or event being studied. The researcher then classifies primary and secondary legal materials based on the issues raised after analyzing the situation using the data obtained. After that, the legal materials are described and examined to obtain a systematic explanation of the issues.

## **Discussion**

### **The Concept of Ijarah Al Asykhsh in MUI Fatwa No. 112/DSN-MUI/IX/2017**

The concept of *ijarah* in Fatwa No. 112/DSN-MUI/IX/2017 issued by the National Sharia Council of the Indonesian Ulema Council is an agreement to transfer the right to benefit (*manfa'ah*) from a good or service for a certain period of time in exchange for compensation (*ujrah*), without transferring ownership of the object.<sup>16</sup> In classical fiqh construction, *ijarah* is divided into two main forms, namely *ijarah al-'ayan* (rental of goods) and *ijarah al-asykhsh* (rental of services or human labor). The focus of discussion in the context of employment relations is on *ijarah al-asykhsh*, which is an agreement on the use of a person's services or expertise. In this case, the object of the contract is not the individual as a legal subject, but rather the work benefits produced by them. Ontologically, this contract affirms respect for human dignity because what is exchanged is professional benefits, not the personality of the worker.<sup>17</sup>

In Fatwa No. 112/2017, *ijarah* for services is understood as a valid contract as long as it fulfills the established sharia pillars and conditions. The services that are the object of the contract must be clearly specified,

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<sup>16</sup> Maulida Salamah Ilham, "Penerapan Akad Ijarah Dalam Bermuamalah," *JEBESH: Journal of Economics Business Ethic and Science Histories* 1, no. 1 (2023): 41–49.

<sup>17</sup> Reza Maihendra et al., "Review of Sharia Economic Law on The Workers' Wage System," *Jurnal Dinamika Ekonomi Syariah* 13, no. 1 (2026), <https://ejurnal.iaipd-nganjuk.ac.id/index.php/es/article/view/2071>.

deliverable, and have sharia value. This provision indicates that the fatwa adopts the prudential principle to prevent practices of uncertainty (*gharar*) that could potentially harm one of the parties. In addition, the remuneration or *ujrah* must be determined precisely, both in terms of amount and payment mechanism. This clarity is an important foundation in maintaining the balance of rights and obligations of the parties in a service-based employment relationship.<sup>18</sup>

Structurally, the *ijarah al-asykhash* contract in the fatwa requires the existence of the main pillars, namely the parties, the object of the contract, the wage, and the *sighat* (ijab-qabul). The party providing the service (*mu'jir*) and the party utilizing the service (*musta'jir*) must have legal competence and enter into the contract willingly without coercion. The object of the contract, which is the benefits of the services, must be formulated in a measurable manner, in terms of the type of work, the scope of duties, and the duration of implementation. The *ujrah* must be agreed upon transparently to avoid disputes in the future. The *sighat*, as a statement of mutual intent, is an indicator of the validity of the contract and reflects the principle of consensuality in Islamic contract law.<sup>19</sup>

This fatwa also emphasizes the normative principles underlying the implementation of *ijarah al-asykhash*, including justice (*'adl*), clarity (*bayyinah*), and responsibility (*mas'uliyah*). Justice requires that there be no exploitation of labor or disproportionately disadvantageous wage setting. Clarity requires that all aspects of the agreement—including job description, duration, and payment mechanism—be explicitly determined. Meanwhile, the principle of responsibility stipulates that in the event of negligence (*ta'addi*) or breach of agreement, the guilty party is obliged to bear the consequences. These principles demonstrate the

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<sup>18</sup> Ahmad Zubaidi, "Application of Qordh, Ijarah and Wakalah Bil Ujrah in Aqad Financing on Financial Tehcnology," *Al-Risalah : Jurnal Studi Agama Dan Pemikiran Islam* 13, no. 1 (2022), <https://doi.org/10.34005/alrisalah.v13i1.1716>.

<sup>19</sup> Dudang Gojali et al., "The Concept of Wages and Its Application: Analysis of the Ijarah and Ju'alah Contracts in Sharia Economic Institutions," *Jurnal Hukum Islam* 20, no. 2 (2022).

ethical orientation of the fatwa in maintaining a balance in contractual relationships.<sup>20</sup>

From a legal perspective, *ijarah al-asykhash* is a temporary, benefit-based *mu'awadhah* (exchange) contract.<sup>21</sup> This contract does not create a permanent subordinate relationship, but rather a contractual relationship that is limited by time or the completion of a specific job. Therefore, the contract may end due to the expiration of the contract period, completion of work, agreement to cancel, or other sharia reasons. This characteristic demonstrates the flexibility of Islamic law in accommodating various forms of working relationships without neglecting the basic principles of sharia.<sup>22</sup>

### **Football Player Contracts in FIFA Regulations On The Status And Transfer Of Players (RSTP)**

Regulations regarding professional football player contracts in the *Regulations on the Status and Transfer of Players* (RSTP) are transnational legal instruments that govern contractual relationships between players and clubs in the international football system. The RSTP serves as a global normative framework that harmonizes standards for employment relationships in professional soccer across jurisdictions.<sup>23</sup> In its regulatory construction, the RSTP emphasizes that the relationship between professional players and clubs is based on a binding written contract and is subject to the principle of contractual stability. This

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<sup>20</sup> Anto Apriyanto and Lili Fadli Muhamad, "Development of A Fair Wage System to Improve Workers' Welfare From an Islamic Economic Perspective," *Jurnal Bina Ummat: Membina Dan Membentengi Ummat* 7, no. 2 (2024): 111–24, <https://doi.org/10.38214/jurnalbinaummatstidnatsir.v7i2.296>.

<sup>21</sup> Chaidir Iswanaji et al., "Ijarah Collaborative Service Model in Sharia Banking," *Indonesian Interdisciplinary Journal of Sharia Economics (IJJSE)* 5, no. 2 (2022): 701–18, <https://doi.org/10.31538/ijse.v5i2.1778>.

<sup>22</sup> Hechem Ajmi et al., "Principal-Agent Preferences in Imperfect Markets: Theoretical Analysis on Murabahah and Ijarah," *Journal of Islamic Monetary Economics and Finance* 5, no. 1 (2019), <https://doi.org/10.21098/jimf.v5i1.1050>.

<sup>23</sup> Antoine Duval, "The FIFA Regulations on the Status and Transfer of Players: Transnational Law-Making in the Shadow of Bosman," in *The Legacy of Bosman: Revisiting the Relationship Between EU Law and Sport*, ed. Antoine Duval and Ben Van Rompuy (T.M.C. Asser Press, 2016), [https://doi.org/10.1007/978-94-6265-120-3\\_5](https://doi.org/10.1007/978-94-6265-120-3_5).

principle is the main foundation for maintaining the integrity of competition and legal certainty in the football industry.<sup>24</sup>

One of the central provisions in the RSTP is the obligation that every professional player must have a written contract with their club. The contract must contain a specific term, with minimum and maximum limits in accordance with FIFA and national association regulations. This regulation also stipulates that contracts cannot be unilaterally terminated without just cause. In this context, the RSTP distinguishes between termination of contract with just cause, termination without just cause, and termination with sporting just cause, each of which has legal consequences in the form of compensation and/or disciplinary sanctions.<sup>25</sup>

The RSTP also regulates the principle of protecting contract stability through compensation and sanctions mechanisms in the event of a breach of contract without just cause. Players or clubs that unilaterally terminate a contract without justification may be subject to financial compensation. In addition, there are potential additional sanctions such as a ban on playing for players or a ban on registering new players for clubs. This regulation shows that employment relationships in professional football are not only private in nature, but also have a strong regulatory dimension in order to maintain the balance of competition and prevent opportunistic practices.<sup>26</sup>

In addition to the aspect of contract stability, the RSTP contains provisions regarding the *protected period*, which is a certain period from the signing or extension of a contract during which unilateral termination without a valid reason will be subject to more severe consequences. This

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<sup>24</sup> Stefano Bastianon and Michele Colucci, "The Evolution of FIFA Transfer Football Regulations: Challenges, Opportunities, and Innovative Approach in the Wake of the Diarra Judgement," *Rivista Di Diritto Et Economia Dello Sport XX* (n.d.).

<sup>25</sup> Richard Parrish, "Reforming the FIFA Regulations on the Status and Transfer of Players," paper presented at Centre for Conflict, Rights and Justice: Sporting Justice Conference, Nottingham, March 2014, <https://research.edgehill.ac.uk/en/publications/reforming-the-fifa-regulations-on-the-status-and-transfer-of-play-2/>.

<sup>26</sup> Yue Y. I. N. et al., "Major revision Study of FIFA RSTP History," *Journal of Chengdu Sport University* 47, no. 6 (2021): 97-102, <https://doi.org/10.15942/j.jcsu.2021.06.016>.

protected period is intended to provide legal certainty and encourage the parties' commitment to the agreed agreement. Thus, the RSTP not only regulates individual rights and obligations but also establishes a system of control over contractual behavior within the framework of global football governance.<sup>27</sup>

Furthermore, the RSTP regulates dispute resolution mechanisms through FIFA's judicial body, specifically the Dispute Resolution Chamber (DRC), which has the authority to handle contractual disputes between players and clubs that have an international dimension. This mechanism reflects the character of *lex sportiva*, namely an autonomous legal system in sports that runs parallel to the national legal system. However, in practice, player contracts are still subject to applicable national law, as long as they do not conflict with FIFA principles and regulations.<sup>28</sup>

### **Analysis of the Implementation of Ijarah Al Asykhsh Contracts in Football Contracts at the Persija Jakarta Club**

The contract drawn up by the management of Persija Jakarta with its professional football players is a type of agreement whereby one party is obliged to pay the other party an agreed amount, and the other party is entitled to receive the agreed amount. Although there are many contracts in Islam that can be implemented in everyday life, the *ijarah al-ashkhash* contract is the most appropriate contract to use in this study. The terms and conditions of the *ijarah* contract must be considered by the parties involved before it is implemented.

In this contract, PT Persija Jakarta acts as the *musta'jir*, the party receiving the services, and will hereinafter be referred to as "the club." Meanwhile, the players in the contract act as the *ajir*, who will provide services to the club, and will hereinafter be referred to as "the players." The club and the players are hereinafter referred to individually as "the party" and collectively as "the parties."

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<sup>27</sup> Jan Łukomski, "On the Finalisation of International Football Transfers and Professional Football Players' Contracts," *The International Sports Law Journal* 20, no. 3 (2020): 157–79, <https://doi.org/10.1007/s40318-020-00170-y>.

<sup>28</sup> Dimitrios P. Panagiotopoulos, "Lex Sportiva and National Law, Fifa and Hellenic Football Federation (HFF) Regulations," *International Sports Law Review Pandektis* 13, no. 1/2 (2020): 7.

This ijarah contract can be realized through the form of ijarah goods (*al-a'yan*) and ijarah services (*al-a'mal/ijarah ala al-asykhash*). Thus, the employment contract between professional soccer players and the Persija Jakarta club falls under the type of *ijarah al-asykhash* or *al-a'mal*, which is a contract for the rental of services/work of a person.<sup>29</sup> Regarding the *ijarah al-asykhash* contract, the provisions follow the provisions in the *ijarah* contract in Fatwa No. 112/DSN-MUI/IX/2017.

### 1. Provisions Related to Shighat

The ajir and musta'jir must understand the ijarah agreement and it must be stated clearly and explicitly. The view regarding this shighat is realized in ijab and qobul. Ijab qabul can be in the form of words, writing, actions, and gestures. Regarding the statement of ijab and qabul, the scholars created a fiqh norm by writing down their intention to fulfill an agreement, which reads: "Writing is the same as verbal expression". This means that a written statement has the same legal weight as a spoken statement.<sup>30</sup>

The second paragraph of Fatwa No. 112/DSN-MUI/IX/2017 states that in accordance with sharia law and related regulations, an ijarah contract can be executed verbally, in writing, by gesture, by deed or action, or electronically. Therefore, the agreement between professional soccer players and the Persija Jakarta club falls under the form of *ijab qabul* (offer and acceptance) carried out in writing in the form of an Employment Contract.

### 2. Provisions Related to Musta'jir and Ajir

In accordance with applicable laws and regulations, an ijarah contract can be entered into by an individual (Syakhshiyah thabi'iyah/natural person) or a person deemed equivalent to an individual, whether a legal entity or not (Syakhshiyah i'tibariah/syakhshiyah hukmiyah/legal person). In this contract, the musta'jir is a legal entity (syakhshiyah hukmiyah) namely PT Persija Jakarta, which is legally established in South Jakarta, specifically at

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<sup>29</sup> Andi Mardiana and Kadir Dina, "Wage System in Islam," *Gorontalo Development Review*, March 20, 2019, 12-22, <https://doi.org/10.32662/golder.v2i1.455>.

<sup>30</sup> Nasrun Haroen, *Fiqh Muamalah* (Gaya Media Pratama, 2007).

Rasuna Office Park, Unit GF 02, Jalan Taman Rasuna Timur No. 1, Kecamatan Setiabudi. Meanwhile, the lessor in this contract is an individual (Syakhshiyah thabi'iyah/natuurlijke persoon), namely a professional soccer player.

Furthermore, according to Sharia law and relevant laws and regulations, the lessor and lessee must have legal competence. A person is considered an adult if they are 21 years of age or older or are married, capable of taking care of themselves, and free from physical or mental disabilities.<sup>31</sup> In addition, the lessor must be able to pay wages (salary) or *ujrah*. Each player's salary must be determined fairly and take into account all aspects of life in order to better achieve the Islamic principle of workers' rights to compensation. A person's salary must be sufficient to cover acceptable living expenses and must be in line with the activities they have performed.<sup>32</sup>

In terms of the ability to pay *ujrah*, the club (*musta'jir*) will pay a monthly salary to the player (*ajir*) no later than the 28th (twenty-eighth) of each month. However, the *musta'jir* or club may delay the payment of monthly salaries to players for no more than 10 (ten) days from the specified time. If the *musta'jir* or club delays payment of wages or *ujrah* for more than 60 (sixty) days from the time specified in the contract, this employment contract may be terminated and the *ajir* or player is entitled to the value of the contract that has not been paid by the club for the entire Contract Period. Furthermore, the employee must have the ability to provide services or perform legal actions assigned to them. This is also mentioned in Article 8 of the Contract regarding the Scope of Work, Work Compliance, Improving Professionalism, Image Rights, Intellectual Property Rights, and Promotion.<sup>33</sup>

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<sup>31</sup> Rafika Chudriana Putri et al., "Analisis Konsep Al-Ujrah (Upah) Dalam Ekonomi Islam: Pendekatan Tafsir Tematik," *Jurnal Ilmiah Ekonomi Islam* 9, no. 1 (2023): 1528–35, <https://doi.org/10.29040/jiei.v9i1.8161>.

<sup>32</sup> Ahmad Lutfi and Efriadi, "Upah (Ujrah) Dalam Perspektif Hukum Islam," *Aktualita: Jurnal Penelitian Sosial Dan Keagamaan* 2 (n.d.): 2023, <https://doi.org/10.54459/aktualita.v13i11.617>.

<sup>33</sup> Muhammad Riski Anwar, "Ijarah Dalam Perspektif Fatwa DSN Nomor 112/DSNMUI/IX/2017 Tentang Akad Ijarah Di Media Sosial (Analisis Praktik Aplikasi

### 3. Provisions Related to Benefits and Lease Term

Benefits in an employment contract are an important element contained in an agreement or contract, whether in a business or employment context, at the domestic or international level, and on a large or small scale.<sup>34</sup> These benefits must be justified (not prohibited) under sharia law (*mutaqawwam*). These benefits must also be clear so that they are known to the *musta'jir* and *ajir*. Meanwhile, the lease term must also be stated in the contract. The term "employment contract" refers to the amount of time given by the employer to the employee to complete tasks within a certain period. The employment relationship between the employer and the employee is immediately considered terminated when the time limit specified in the employment contract agreement expires.<sup>35</sup> The lease period is also mentioned in Article 1 concerning the Contract Period and Extension.

Article 1 paragraph 2 states that no later than 2 (two) months before the end of the contract period, the club (*musta'jir*) and the player (*ajir*) will hold a meeting to determine whether the contract will be extended or not. If, less than 1 (one) month before the contract expiry date, the player (*ajir*) has not received a contract extension proposal from the club (*musta'jir*), the player (*ajir*) may begin negotiations to sign a contract with another club, provided that the new contract is signed after the expiry of this contract.<sup>36</sup>

### 4. Provisions Related to 'Amal Performed by Ajir

The work (services) performed by the player must be work that is permitted by sharia and the relevant laws and regulations. The type, specifications, and scope of the work, as well as the duration of the

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Snack Video Di Media Sosial Di Kota Medan)" (Skripsi, Universitas Islam Negeri Sumatera Utara, 2021), <http://repository.uinsu.ac.id/14334>.

<sup>34</sup> Rena Putri Nirwana and Ratih Damayanti, "Kontrak Kerja Serta Perlindungan Hukum Hak Dan Kewajiban Pekerja Dalam Sistem Ketenagakerjaan Di Indonesia," *Media Hukum Indonesia (MHI)* 2, no. 4 (2024), <https://doi.org/10.5281/zenodo.14232864>.

<sup>35</sup> Yudith Ilela et al., "Penerapan Sistem Perjanjian Kerja Waktu Tertentu Dalam Perspektif Hukum Positif Indonesia," *PAMALI: Pattimura Magister Law Review* 4, no. 2 (2024): 226–38, <https://doi.org/10.47268/pamali.v4i2.2144>.

<sup>36</sup> J. M. Muslimin and Nurul Etika, "Wages in the Theoretical Perspectives and Islam," *Al-'Adalah* 17, no. 2 (2020): 335–58, <https://doi.org/10.24042/adalah.v17i2.6577>.

work, must be known. In addition, the work performed must be in line with the purpose of the contract. Apart from the player's (ajir) main obligation to provide services in playing soccer, Article 8 paragraph 5 also states that the scope of the player's work in the contract includes that the player (ajir) is obliged to comply with and participate in all programs and activities of the club (musta'jir) in relation to third parties, relating to promotion, publicity, advertising, and sponsorship contracts, as well as other commercialization programs deemed necessary for the interests of the club.

Musta'jir (the club) in the *ijarah al-asykhash* contract may lease the player to a third party, unless the ajir or legal regulations specifically prohibit it. In Article 12 paragraphs 1 and 2 of the contract, it is stated that the club (musta'jir) may loan players who are still under contract to play football to third parties or other football clubs as loan players based on an agreement between the club (musta'jir) and the third party or football club borrowing them. The club (musta'jir) may loan players (ajir) to third parties or football clubs that borrow them on the condition that the basic rights of the players (ajir) under the contract are not reduced.<sup>37</sup>

##### **5. Provisions Related to Ujrah**

According to Fatwa No. 112/DSN-MUI/IX/2017 concerning *Ijarah* Contracts, it is stated that *ujrah* can be in the form of cash, services, or goods that can be used in accordance with applicable rules and regulations as well as sharia (*mutaqawwam*). Whether stated in a nominal amount, a certain percentage, or a formula that has been agreed upon and known by the contracting parties, the amount and/or quality of *ujrah* must be stated explicitly. According to contracts that are in accordance with sharia and/or applicable laws and regulations, *ujrah* can be paid in cash, in installments or in stages, or deferred.

The provisions regarding *ujrah* or wages (salaries) are clearly and specifically stated in Article 2 of the Contract concerning Contract Value, Monthly Salary, and Payment Methods. Article 2 paragraph 1

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<sup>37</sup> Syapar Alim Siregar et al., "Wakalah Bi Al-Istismar Dalam Pandangan DSN MUI," *Islamic Circle* 2, no. 2 (2021): 1-11, <https://doi.org/10.56874/islamiccircle.v2i2.581>.

explains that for the implementation of this contract, the player (ajir) agrees and is entitled to payment of the contract value as agreed in the contract, excluding income tax, which will be paid by the club (musta'jir) for the entire contract period. In addition to the *ujrah* (wages) provided by the club (musta'jir), players (ajir) will also be provided with welfare facilities. Improving the welfare of workers (players/ajir) in employment relationships is a legitimate goal of employment relationships under Indonesian law. Facilities are a means of facilitating work. In order for workers to perform their best, welfare facilities are offered to balance the interaction between employers and workers.<sup>38</sup>

## **6. Closing Provisions**

Regarding dispute resolution, there are two different articles in this contract. First, Article 5 on Dispute Resolution states that any dispute, conflict, claim, or interpretation of the provisions of this contract that cannot be resolved through deliberation to reach consensus must be submitted to, examined, and decided by the National Dispute Resolution Chamber (NDRC) of Indonesia. This decision is binding on the disputing parties as a final and binding decision. Second, Article 26 on Applicable Law, Disputes, and Dispute Resolution, paragraph 2, specifies that the parties agree that all forms of disputes regarding the content and implementation of the contract shall first be resolved through deliberation to reach a consensus between the club (musta'jir) and the player (ajir) within a period of 14 (fourteen) days from the date of the dispute and that both parties shall endeavor to ensure that the dispute does not reach a higher football body, namely LIB/PSSI/AFC/FIFA.<sup>39</sup>

## **Implementation of Football Contracts at Persija Jakarta According to FIFA Regulations on the Status and Transfer of Players (RSTP)**

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<sup>38</sup> Welsen Kandarani, "Kewajiban Perusahaan Terhadap Fasilitas Kesejahteraan Bagi Tenaga Kerja," *Jurnal Education and Development* 8, no. 2 (2020).

<sup>39</sup> Haris Chaebur, "The Urgency of The Establishment of The National Dispute Resolution Chamber (NDRC) in Indonesian Football" (Skripsi, Universitas Muhammadiyah Yogyakarta, 2017), <http://repository.umy.ac.id/handle/123456789/16957>.

In carrying out each of its operational activities, the players and Persija Jakarta club are bound by an employment contract which regulates the implementation of each activity. Below, the author outlines several practices in the implementation of employment contracts at Persija Jakarta which will be analyzed according to FIFA's Regulations on the Status and Transfer of Players (RSTP) and the Sharia perspective.

### **1. Rights and Obligations of the Parties**

Persija, as a club, has successfully fulfilled its obligations despite experiencing salary arrears, but is able to fulfill them a maximum of 10 days after the due date, which is on the 28th of each month. However, from the perspective of Indonesian labor law, late payment of salaries constitutes a violation of workers' rights as stipulated in Article 93 paragraph (2) of Law Number 13 of 2003 concerning Manpower, which emphasizes that employers remain obliged to pay workers' wages according to the agreed time. Furthermore, Government Regulation No. 36 of 2021 concerning Wages also stipulates that late payment of wages is subject to a progressive fine. Therefore, even if the club is experiencing financial difficulties, this cannot be used as a valid reason to delay the payment of players' wages, as this could harm their welfare.<sup>40</sup>

When clubs delay salary payments for two to three months, this is contrary to the principle of justice in Islamic law. Players have fulfilled their obligations, but their rights are not being fulfilled in a timely manner. In Islam, contracts must be carried out in accordance with the agreement, and if there are obstacles in their implementation, there must be a transparent and fair resolution. Workers who have completed their duties are entitled to receive their wages on time.<sup>41</sup>

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<sup>40</sup> Inaz Indra Nugroho and Rizky Wardana, "Pembentukan Komite Pelaksana Putusan National Dispute Resolution Chamber Sebagai Wujud Perlindungan Hak Pesepak Bola Profesional," *Jurnal Legislatif* 6, no. 2 (2023), <https://doi.org/10.20956/jl.v6i2.26594>.

<sup>41</sup> Kausar Yasmeeen, "Justice in the Workplace: Islamic Principles for Wage Determination," *Islamic Economic Studies* 31, nos. 1-2 (2023): 43-87, <https://doi.org/10.1108/IES-03-2023-0011>.

## 2. Unilateral Contract Termination Based on Player Performance Evaluation

In the employment contract, Article 9 stipulates that the club (musta'jir) has the right to evaluate the performance of players (ajir), including considering the number of minutes played as one of the main indicators. Based on the provisions in this contract, the club (musta'jir) can unilaterally terminate the employment agreement if a player (ajir) has played less than 40% of the total official matches in a season. This policy aims to ensure that the club (musta'jir) only retains players (ajir) who actively contribute to matches and meet the performance expectations set by the coaching team and club management.

However, this provision contradicts FIFA regulations, specifically Article 15 of the "Regulations on the Status and Transfer of Players" (RSTP). Under FIFA regulations, professional players have the right to unilaterally terminate their contracts if their playing time is less than 10% in a single season. FIFA established this rule as a form of protection for players who feel that they are not getting enough playing opportunities and are experiencing stagnation in their careers.<sup>42</sup> Thus, if a player only gets playing minutes below the 10% limit, he can also request termination of his contract without being subject to sanctions or legal consequences from the club.<sup>43</sup>

The impact of this rule is particularly felt by young or new players who are still in the adaptation stage. To overcome this, clubs state that they have alternative mechanisms, such as loaning players to other clubs or conducting periodic evaluations before deciding on the contracts of players who have not reached 40% playing minutes. However, this mechanism still opens up opportunities for clubs to terminate contracts unfairly, especially if players do not have clear options to increase their playing minutes. From a sharia perspective, this rule can be categorized as a form of *iktikar*, which is the exploitation or unbalanced restriction of workers' rights. In an *ijarah*

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<sup>42</sup> Duval, "The FIFA Regulations on the Status and Transfer of Players."

<sup>43</sup> Ahmad Fauzi, "The Wage System (Ijarah) In Islam: A Comparative Perspective of the Scholars," *Iqtishodia: Jurnal Ekonomi Syariah* 6, no. 2 (2021), <https://doi.org/10.35897/iqtishodia.v6i2.210>.

contract, the scope of work must be clear and cannot be burdened with working conditions that are not in accordance with the initial agreement.<sup>44</sup>

### 3. Choice of Dispute Resolution Body for Players and Clubs

Article 26 of the employment contract states that the club designates the South Jakarta District Court Registry Office as the legal and permanent domicile for resolving disputes arising from the contract between the player and the club. This provision indicates that any dispute related to the player's contract with the club will be resolved through the Indonesian national legal mechanism, namely through the general court system. However, this provision contradicts FIFA regulations, which stipulate that all contractual disputes in football must be resolved through the National Dispute Resolution Chamber (NDRC) if the country has an NDRC body recognized by FIFA.<sup>45</sup>

In legal principles, there is the principle of *lex specialis derogat legi generali*, which means that specific rules (in this case, FIFA regulations regarding the settlement of contractual disputes at the NDRC) override general rules (Indonesian positive law that allows dispute resolution through the district court). This principle is applied in international and national law as a basis that regulations that specifically govern a particular field take precedence over general rules that cover various aspects of law broadly. Thus, even though Indonesian law allows dispute resolution through the district court, in the context of soccer, FIFA regulations as specific rules must take precedence.

In Indonesia itself, there is already a National Dispute Resolution Chamber (NDRC) Indonesia, which was recognized by FIFA on January 6, 2025. Although this institution was established in July 2019, its operational period only lasted for four years and ended in

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<sup>44</sup> Abdul Fatah and Sri Herianingrum, "Labor and Wage in Islam," *Academic Research International* 9, no. 1 (2018).

<sup>45</sup> Nina Silvana et al., "Building a Framework for Sports Dispute Settlement: Legal Mechanism and Alternative Approaches in Indonesia," *Journal Evidence Of Law* 4, no. 1 (2025): 89–94, <https://doi.org/10.59066/jel.v4i1.969>.

2023. In addition, on January 18, 2024, FIFA issued Circular 1876, which encourages each country to establish its own dispute resolution body. Indonesia itself had submitted a proposal regarding the regulations and structure of the NDRC since August 2023, which finally received official approval from FIFA on January 6, 2025.

In order to gain recognition from FIFA, the NDRC must meet the following requirements: 1) The national football federation, in this case PSSI, must establish the NDRC as a national dispute resolution body, with the freedom to adjust its official name; 2) The existence of the NDRC must be officially stated in the PSSI statutes as a recognized dispute resolution body; 3) The NDRC must operate in accordance with the provisions set out in the latest NDRC Recognition Principles and Standard Regulations, which are FIFA's main guidelines; 4) All regulations, procedures, and decisions made by the NDRC must be published. However, adjustments or confidentiality may be applied if there is an official request.<sup>46</sup>

Establishing two dispute resolution bodies without clarity regarding their priority mechanism may create legal uncertainty. Players who wish to file a lawsuit may face difficulties in determining the most appropriate legal forum, thereby prolonging the dispute resolution and potentially harming their rights. Therefore, it is important for clubs to align the dispute resolution clauses in their employment contracts with internationally recognized standards, so that legal certainty for players remains guaranteed.<sup>47</sup>

## **Conclusion**

Player contracts at Persija Jakarta have been systematically aligned with the principles of service leasing agreements as outlined in Fatwa No. 112/DSN-MUI/IX/2017. These contracts govern the relationship

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<sup>46</sup> Annon Sakae Narigoma et al., "Review of Legal Uncertainty and Their Solutions in The Settlement of Professional Football Industry Dispute by National Dispute Resolution Chamber Indonesia," *South East Asia Journal of Contemporary Business, Economics and Law* 25, no. 1 (2021).

<sup>47</sup> Ziad Virgian Riyanto, "Mekanisme Penyelesaian Sengketa Kontrak Antara Klub Sepak Bola Dengan Pemain Sepak Bola Melalui National Dispute Resolution Chamber (NDRC) Indonesia" (Skripsi, Universitas Lampung, 2024), <https://digilib.unila.ac.id/86883/>.

between players and clubs with clear provisions regarding duration, player duties, and dispute resolution mechanisms. However, in practice, there are still obstacles, such as late salary payments, which are contrary to the principles of ijarah contracts. In addition, the clause allowing the club to terminate the contract based on playing time targets is not fully in line with FIFA regulations, which could be detrimental to players. Discrepancies were also found in the dispute resolution mechanism, where the contract stipulates the South Jakarta District Court, while FIFA regulations require resolution through the NDRC. This study only focuses on one club, Persija Jakarta, so it does not reflect the conditions of employment contracts at other clubs in Indonesia. Further research could focus on the impact of contract inconsistencies on players' career development, both in terms of financial aspects, performance, and their rights as workers in the football industry.

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