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Sharia Contracts and Hospital Governance: An Islamic Economic Law

Risyda Nurul Qolbi[1], Amaal Kasheem[2], Yosi Aryanti[3], Kieren Akbar[4]
[1]Institut Ilmu Al-Qur'an (IIQ) Jakarta, Indonesia
[2]University of Zawia, Libya
[3]STIT Ahlussunnah Bukittinggi, Indonesia
[4]Necmettin Erbakan Universitesi, Turkye
risydanurulqolbi@mhs.iiq.ac.id*

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Abstract

Sharia hospitals integrate Islamic values into healthcare governance through the implementation of sharia contracts as the foundation of legal, managerial, and operational relationships. Sharia contracts function not only in financial transactions but also in regulating interactions among hospitals, patients, healthcare professionals, suppliers, and other stakeholders. This article aims to analyze the role of sharia contracts in supporting hospital governance from the perspective of Islamic economic law. The study employs normative legal research with a qualitative descriptive approach through the analysis of legal documents, regulations, fatwas, and relevant literature. The findings indicate that *ijarah*, *bai'*, *wakalah*, *wakalah bil ujrah*, *mudharabah*, *musyarakah*, and *tabarru'* contracts provide an appropriate legal framework for hospital operations in accordance with sharia principles. Their implementation requires contractual clarity, mutual consent, justice, transparency, adequate documentation, and effective supervision. The analysis demonstrates that sharia contracts serve not only as contractual instruments but also as the foundation of governance that promotes sharia compliance, institutional accountability, stakeholder protection, and the enhancement of healthcare service quality in sharia hospitals.

INTRODUCTION

The development of Sharia hospitals reflects the increasing integration of Islamic values into contemporary healthcare systems. Beyond providing medical services, these institutions seek to incorporate Islamic principles into patient care, professional conduct, organizational governance, and healthcare management. This development acknowledges that healthcare services involve not only clinical considerations but also patients' religious beliefs, ethical values, and expectations regarding the treatment they receive.

In Indonesia, Sharia hospitals have increasingly become part of the broader Islamic economic ecosystem. Hospitals function not only as healthcare providers but

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also as institutions engaged in economic transactions, procurement activities, employment arrangements, financial management, and partnerships with various stakeholders. Consequently, the implementation of Sharia principles in hospital operations extends beyond ethical commitments and healthcare standards, requiring legal mechanisms capable of regulating economic relationships in accordance with Islamic law. In this context, Sharia contracts (*akad*) serve as the primary legal instruments governing rights, obligations, compensation, risk allocation, and accountability among parties involved in hospital operations.

Previous studies have examined Sharia hospitals from diverse perspectives. Sulistiadi et al., (2025) investigated the contribution of Sharia hospitals to economic development and the halal healthcare ecosystem. Sulistiadi et al., (2022) examined the implementation of the Sharia code of ethics among healthcare personnel. Fajrini et al., (2025) analyzed Sharia-compliant healthcare standards and patient satisfaction. Arifin et al., (2022) explored healthcare professionals' understanding of Islamic medical practices and religious accommodations in Sharia hospitals. Meanwhile, Haque et al., (2025) examined the relationship between Sharia-compliant healthcare institutions and the realization of *maqāṣid al-sharīʿah*. Collectively, these studies demonstrate the growing scholarly attention devoted to ethical, professional, managerial, and socio-economic dimensions of Sharia healthcare institutions.

Despite these developments, the application of Islamic economic law within hospital operations cannot be fully understood without examining the contractual structures that underpin economic and operational relationships. Hospital activities involve multiple contractual interactions among patients, healthcare professionals, suppliers, service providers, and business partners. Therefore, a comprehensive legal analysis of Sharia contracts is necessary to ensure legal certainty, accountability, fairness, and compliance with Islamic principles in hospital governance.

Accordingly, this article examines the use of Sharia contracts in hospital operations from the perspective of Islamic economic law. It aims to identify the principles governing contractual relationships, analyze the applicability of various Sharia contracts within hospital activities, and formulate an analytical framework for assessing their conformity with Islamic economic law and Sharia-compliant governance.

Despite the growing body of literature on Sharia hospitals, existing studies primarily focus on healthcare standards, professional ethics, patient satisfaction, Islamic medical practices, institutional development, and socio-economic contributions. Limited attention has been devoted to examining the contractual structures that govern hospital operations from the perspective of Islamic economic law. As a result, a gap remains in understanding how Sharia contracts function as legal instruments for regulating rights, obligations, risk allocation, accountability, and compliance within the operational governance of Sharia hospitals. This gap indicates the need for a comprehensive legal analysis of the application of Sharia contracts in hospital operations.

This article offers novelty by positioning Sharia contracts as the central analytical framework for understanding hospital governance from the perspective of Islamic economic law. Unlike previous studies that predominantly emphasize healthcare quality, ethics, or institutional performance, this study systematically examines the legal functions and applicability of *ijarah*, *baiʿ*, *wakalah*, *wakalah bil ujrah*, *mudharabah*, *musyarakah*, and *tabarruʿ* contracts in hospital operations. The study therefore provides a comprehensive legal perspective on the contractual dimensions of Sharia-compliant hospital governance.

The findings contribute to the development of Islamic economic law by expanding its application within the healthcare sector. Practically, the study provides a legal reference for hospital managers, Sharia supervisory boards, policymakers, and

healthcare practitioners in designing governance mechanisms based on appropriate contractual arrangements. Such mechanisms can strengthen Sharia compliance, institutional accountability, transparency, stakeholder protection, and service quality. More broadly, the study supports the sustainable development of Sharia hospitals and enhances public trust in Islamic healthcare institutions within the broader Islamic economic ecosystem.

METHODS

This study employed a qualitative descriptive approach using normative legal research to examine the application of Sharia contracts in hospital operations from the perspective of Islamic economic law. Normative legal research was selected because the study focuses on analyzing legal norms, contractual principles, regulatory frameworks, and governance mechanisms embodied in legal documents and scholarly sources. This approach enables a systematic examination of the legal construction of Sharia contracts and their relevance to institutional governance within healthcare organizations (Creswell, 2018).

Methods and Types

This study adopted a qualitative descriptive design within the framework of normative legal research. The qualitative approach facilitates an in-depth understanding of legal concepts, contractual arrangements, and institutional practices by emphasizing the interpretation of documents, regulations, and legal principles rather than numerical measurement. Normative legal research is particularly appropriate for examining the conformity of contractual arrangements with the principles of Islamic economic law and Sharia governance (Armita, 2025; Engkizar et al., 2024; 2026; Seminikhyna & Lutsenko, 2024).

Data Sources

The study utilized both primary and secondary data sources. Primary data consisted of institutional documents concerning the application, supervision, and documentation of Sharia contracts in hospital operations. These documents were reviewed to identify contractual provisions, governance mechanisms, and supervisory procedures. Secondary data were obtained from academic journals, books, statutory regulations, fatwas, and other scholarly publications related to Sharia hospitals, Islamic economic law, Sharia governance, institutional accountability, and the role of Sharia Supervisory Boards. The use of multiple documentary sources enabled comprehensive legal interpretation and contextual understanding of the issue under investigation (Bowen, 2009).

Instrument

The primary research instrument was a document-analysis guideline developed to facilitate the systematic review of legal and institutional documents. The guideline focused on identifying contractual principles, types of Sharia contracts, governance structures, supervisory mechanisms, and compliance procedures relevant to hospital operations. In addition, a literature-review matrix was employed to organize, compare, and synthesize findings from various academic sources. Document-based instruments are widely used in qualitative legal studies to ensure consistency and analytical rigor during data examination (Akem et al., 2025).

Data Analysis Technique

Data were analyzed using qualitative content analysis. The analysis proceeded through four stages: identification, classification, interpretation, and synthesis of data. First, contractual provisions related to hospital operations were identified and grouped according to their legal characteristics. Second, the identified arrangements were classified into categories of *ijarah*, *bai'*, *wakalah*, *wakalah bil ujrah*, *mudharabah*, *musyarakah*, and *tabarru'*. Third, the contractual arrangements were examined based on the principles of Islamic economic law, including mutual consent (*tarāḍi*), justice

(*ʿadl*), trustworthiness (*amānah*), transparency, legal certainty, and the avoidance of prohibited elements such as *riba*, *gharar*, and *maysir*. Finally, the findings were synthesized to develop an integrated understanding of the role of Sharia contracts in supporting governance and accountability within hospital operations (Miles, 2015).

Data Validity

The trustworthiness of the study was established through source triangulation and theoretical triangulation. Source triangulation was conducted by comparing institutional documents with relevant scholarly literature, regulations, and fatwas. Theoretical triangulation was undertaken by interpreting the findings through the perspectives of Islamic economic law, Sharia governance, and institutional accountability. These procedures were employed to enhance the credibility, dependability, and confirmability of the findings and to ensure the consistency of interpretations derived from different sources of evidence (Sari et al., 2025; Syafa'at et al., 2023).

RESULT AND DISCUSSION

The Scope of Sharia Contracts in Hospital Operations

The findings from the internal Sharia contract guidelines indicate that Sharia contracts are not limited to financing activities or commercial transactions. Rather, they constitute a framework for structuring relationships that arise throughout hospital operations. These relationships include interactions with patients and healthcare providers, employment arrangements, procurement of goods and services, the use of hospital facilities, cooperation with third parties, business investments, and the management of *zakat, infaq, sadaqah,* grants, and other social funds (Hospital, 2026).

This broad scope demonstrates that the application of Islamic economic law in a hospital setting extends beyond financial transactions. The central concern is how the rights, obligations, responsibilities, and benefits of the parties are established and fulfilled in accordance with Sharia principles. The guidelines consequently position the contract as an instrument for ensuring legal clarity, accountability, and ethical conduct in institutional relationships.

This finding is consistent with the argument that the development of Sharia hospitals requires the integration of Sharia principles into their institutional and business models rather than treating Sharia compliance as a separate aspect of healthcare delivery (Sulistiadi et al., 2025). Sharia contracts provide a practical means of translating these principles into operational arrangements. Through clear contractual structures, hospitals can specify the nature of a transaction, the parties involved, the expected benefits, the distribution of responsibilities, and the conditions under which the agreement is implemented.

The role of Sharia contracts can therefore be understood through four interrelated functions: establishing legal certainty, integrating Sharia principles into operational activities, promoting ethical conduct, and supporting institutional accountability. These functions are interconnected. For example, a clearly drafted procurement agreement can establish the specifications of medical supplies and the payment mechanism while also supporting transparency and reducing opportunities for manipulation or disputes.

Nevertheless, the existence of a written contract does not automatically establish Sharia compliance. Compliance also depends on the appropriateness of the contract type, the permissibility of its subject matter, the clarity of its terms, and the manner in which the agreement is implemented. This distinction is important because contractual compliance must be assessed substantively rather than solely through the presence of a document or the use of an Arabic contractual term.

Principles Governing the Formation and Implementation of Sharia Contracts

The guidelines identify several principles governing the application of Sharia contracts: clarity, mutual consent, justice, trustworthiness, transparency, certainty, and conformity with Sharia. They also expressly emphasize the avoidance of *ribā* (usury or prohibited interest), *gharar* (excessive uncertainty), *maysir* (gambling), *tadlīs* (deception), *risywah* (bribery), and other prohibited elements (Hospital, 2026). These principles provide the normative basis for evaluating contractual arrangements in hospital operations. Clarity requires the parties, subject matter, rights and obligations, consideration or *ujrah*, duration, and implementation procedures to be identifiable. Mutual consent requires an agreement to be made without coercion. Justice requires that the arrangement not unfairly disadvantage or exploit a party, while trustworthiness and transparency require each party to fulfil its commitments and provide relevant information openly.

These requirements correspond to the broader discussion of contractual ethics and Sharia governance in Islamic institutions. Alamer, (2022) highlights accountability as an important consideration in Sharia governance, while research on Sharia compliance and risk mitigation emphasizes the role of oversight in identifying and addressing risks arising from non-compliant practices (Muslihun, 2023). In a hospital context, these concerns are particularly relevant because contractual relationships involve diverse stakeholders, including patients, healthcare professionals, employees, suppliers, service providers, and social-fund beneficiaries.

The guidelines also identify the principal elements of an *ʿaqd*: the contracting parties, *ṣīghat* or the expression of offer and acceptance, the subject matter, and the purpose of the contract. The general requirements include the parties' authority to contract, a sufficiently defined subject matter, a permissible purpose, clarity regarding consideration where applicable, explicit rights and obligations, and provisions addressing implementation and dispute resolution (Hospital, 2026).

These elements show that Sharia compliance must be assessed at the level of contractual formation and performance. A contract may appear acceptable in its general purpose but still require revision if its terms are unclear, its subject matter is insufficiently specified, or its implementation departs from the agreed conditions. Accordingly, the application of Islamic economic law in hospitals requires not only an initial review of contractual documents but also continuing attention to how the parties fulfil their obligations.

Types of Sharia Contracts and Their Application in Hospitals

The guidelines identify several contracts that may be applied in hospital operations. Their use depends on the legal and economic characteristics of each relationship rather than on a requirement that every hospital transaction employ the same contract.

Table 1. Types of Sharia Contracts

No.	Contract	Potential application in hospital operations	Main requirements
1.	*Ijarah*	Healthcare services, employment arrangements where appropriate, facility rental, and outsourced services	Clear benefits or services, parties, *ujrah*, duration, responsibilities, and payment terms
2.	*Baiʿ* (sale and purchase)	Procurement of medical supplies, non-medical goods, food, and hospital equipment	Clear specifications, quantity, quality, permissible goods, price, and payment terms
3.	*Wakalah*	Authorization for administrative matters or	Identification of the principal and agent, delegated task, scope

		other activities that may lawfully be delegated	of authority, duration, and fee if applicable
4.	*Wakalah bil ujrah*	Delegated services performed for an agreed fee	Clear scope of delegated work, authority, duration, and *ujrah*
5.	*Mudharabah*	Business cooperation in which one party provides capital and another manages the business	Capital, business activity, profit-sharing ratio, profit distribution, loss provisions, and duration
6.	*Musyarakah*	Business cooperation involving contributions from two or more parties	Contributions, management arrangements, profit-sharing ratio, risk allocation, and termination
7.	*Tabarru'*	Donations, grants, charitable assistance, and humanitarian activities	Compliance with the donor's purpose and applicable rules for managing the funds

The classification above illustrates that contract selection must follow the substance of the transaction. Ijarah, for example, concerns the transfer of the benefit of an asset or service for agreed consideration without transferring ownership of the asset itself. The guidelines identify its potential use in service arrangements, facility rental, and certain employment or outsourcing relationships. In each case, the benefit or service, consideration, duration, and respective obligations need to be specified.

By contrast, *bai'* is relevant when the transaction involves the exchange of goods for an agreed price. In hospital procurement, this requires clarity regarding the goods' specifications, quantity, quality, permissibility, price, and payment arrangements. These requirements are operationally important because uncertainty about the goods or contractual terms may create disputes and undermine accountability in procurement.

The guidelines also distinguish *wakalah* from *wakalah bil ujrah*. The former concerns authorization to perform an act on behalf of another party, whereas the latter involves authorization accompanied by remuneration. This distinction is important when a hospital delegates administrative or other permitted tasks to another party. The scope of the delegated authority and the conditions of remuneration must be stated clearly.

For business cooperation, *mudharabah* and *musyarakah* are relevant only when the actual arrangement satisfies the characteristics of those contracts. *Mudharabah* involves capital provided by one party and business management undertaken by another, with profit distributed according to an agreed ratio. *Musyarakah*, by contrast, involves contributions from two or more parties to a business undertaking. The agreements must therefore address contributions, management, profit allocation, risks, and termination provisions in a manner consistent with the selected contract.

Finally, *tabarru'* applies to activities undertaken for charitable or social purposes rather than primarily for commercial gain. In hospital operations, the guidelines associate this category with donations, grants, social assistance, and humanitarian programs. Funds received for such purposes must be administered in accordance with the donor's stated intention and applicable requirements.

These distinctions reinforce a central finding: Sharia compliance is not achieved by assigning an Islamic contract label to an existing transaction. The selected contract must reflect the transaction's actual structure, and its terms and implementation must fulfil the requirements applicable to that contract. This approach is consistent with the broader view that Sharia compliance requires attention to the substance and governance of institutional activities, not merely their formal designation (Alamer, 2022; Sulistiadi et al., 2025).

Sharia Contracts in Patient Services, Employment, and Procurement the relationship between hospitals and patients

The guidelines treat the relationship between a hospital and its patients as a relationship involving reciprocal rights and obligations. The hospital is expected to provide services in accordance with professional and service standards, institutional requirements, and Sharia principles. Patients, in turn, are expected to provide accurate information, observe applicable service requirements, and fulfil payment obligations where the services are chargeable (Hospital, 2026).

The guidelines further require patients or their authorized representatives to receive relevant information concerning the type of service, service conditions, patient rights and obligations, estimated or applicable costs, and payment procedures. Consent must be obtained in accordance with applicable requirements and documented under hospital policy. If a change or addition to the service affects rights, obligations, or costs, the hospital should provide information and obtain the required consent.

These provisions demonstrate how contractual principles can support transparency and fairness in healthcare delivery. Patients need sufficient information to understand the services they receive and the financial obligations that may arise. Hospitals, meanwhile, need clear procedures to document consent, communicate material changes, and manage the respective responsibilities of the parties.

The contractual perspective should not, however, be interpreted as reducing healthcare to a purely commercial exchange. Clinical services remain subject to professional standards and applicable legal requirements. A Sharia contract provides a framework for clarifying relevant rights and obligations; it does not replace the professional, ethical, or regulatory duties associated with patient care.

This understanding also complements research on Sharia hospital services as a source of added value. Maksum et al., (2022) examine the relationship between Sharia-oriented services and the perceived value of hospital care. Within this context, clearly communicated service arrangements can support trust and institutional credibility. Nevertheless, whether contractual practices actually improve patient satisfaction or trust requires empirical assessment and should not be assumed solely from the existence of a guideline.

Employment relationships

The guidelines identify *ijarah* as a possible contractual framework for employment relationships because the arrangement may involve the provision of labour or services in exchange for agreed remuneration. Employment agreements are expected to specify the parties' identities, positions and duties, rights and obligations, remuneration, working time and place, disciplinary provisions, duration, and termination conditions (Hospital, 2026).

This framework highlights the importance of fairness and accountability in relationships with healthcare and non-healthcare personnel. Clarity concerning remuneration, responsibilities, and working arrangements can help prevent misunderstandings and support the fulfilment of contractual commitments. The guidelines also emphasize justice, trustworthiness, professionalism, and the fulfilment of workers' rights.

The classification of an employment relationship as ijarah should nevertheless be understood as a Sharia-contractual perspective, not as a replacement for Indonesian employment law. The contract must remain consistent with applicable legal requirements and the actual nature of the employment relationship. Sharia compliance and statutory compliance should therefore be assessed together.

Procurement and third-party cooperation

Procurement and cooperation with external parties represent another significant area of contractual application. The guidelines require the relevant unit to

identify the required goods or services and ensure clarity regarding specifications, quantity, quality, price, delivery arrangements, payment, and conformity with Sharia principles. Procurement is also expected to be conducted professionally, transparently, and fairly, avoiding bribery, manipulation, deception, *ribā, gharar*, and other prohibited practices (Hospital, 2026).

Third-party cooperation must be documented in a written agreement setting out the parties, purpose, object, contract type, rights and obligations, transaction value or *ujrah* or profit-sharing mechanism, duration, risk allocation, dispute-resolution mechanism, and termination provisions. If a Sharia issue remains unclear, the relevant unit is expected to coordinate with the Sharia Committee.

These provisions demonstrate that contractual governance serves both preventive and corrective functions. At the preventive stage, clear terms and appropriate contract selection can reduce ambiguity and discourage improper practices. At the corrective stage, documentation and review mechanisms enable the institution to identify issues, refer them for Sharia assessment, and monitor subsequent corrective action.

This is particularly relevant to the governance of Sharia-oriented institutions. Alamer, (2022) underscores the importance of accountability in Sharia governance, while Muslihun, (2023) examines the active role of the Sharia Supervisory Board in compliance and risk mitigation. Although the latter study concerns an Islamic bank rather than a hospital, it offers a useful comparative perspective on oversight mechanisms. The specific allocation of authority in hospitals, however, must be determined by their own governance arrangements and applicable regulations.

Supervision of Sharia Contracts: The Roles of the Sharia Committee and the Sharia Supervisory Board

The guidelines establish a staged process for implementing and supervising Sharia contracts. The process begins with the identification of a relationship, transaction, or cooperation arrangement requiring a contract. The relevant unit then selects a contract appropriate to the transaction, prepares the contractual document, and submits it for review by the authorized party. Where a Sharia issue requires further assessment, the unit may seek assistance from the Sharia Committee. If the issue requires a formal Sharia opinion, the Committee reports the matter to the Sharia Supervisory Board (DPS) and submits a request for an opinion. The Sharia Supervisory Board then conducts its assessment and issues a Sharia opinion within its authority (Hospital, 2026). The guidelines distinguish the responsibilities of the institutional actors as follows:

Table 2. The Role of the Parties in Sharia Contracts

No	Actor	Main responsibility under the guidelines
1	Hospital Director	Establishes policy, supports implementation, receives monitoring and audit reports, and determines management follow-up within the Director's authority
2	Sharia Committee	Provides education and assistance, reviews Sharia aspects within its authority, monitors and audits implementation, identifies and reports findings, requests Sharia opinions from the Sharia Supervisory Board where necessary, and monitors follow-up
3	Sharia Supervisory Board	Supervises Sharia aspects within its authority, reviews referred issues, issues Sharia opinions, and provides guidance based on its assessment

4	Relevant work units	Identify the need for contracts, implement them, maintain supporting documents, provide information, follow up on findings, and coordinate Sharia-related issues

This allocation of responsibilities indicates that Sharia supervision is not presented as the responsibility of the Sharia Supervisory Board alone. It is a layered governance process in which operational units are responsible for implementation, the Sharia Committee performs internal review and monitoring functions, and the Sharia Supervisory Board examines referred issues and issues Sharia opinions within its authority. The Director provides management oversight and determines institutional follow-up.

The distinction matters because the terms Sharia supervision, Sharia review, and Sharia opinion do not necessarily describe the same function. The guidelines specifically provide for the Sharia Supervisory Board to issue a Sharia opinion when a matter is referred for assessment. They do not establish that every contract must receive an individual Sharia Supervisory Board opinion before implementation. Instead, the process allows routine contractual matters to be handled through established procedures, while questions requiring a specific Sharia determination can be escalated.

The guidelines also provide for monitoring by relevant units, monitoring and audits by the Sharia Supervisory Board and Sharia Committee, reporting of findings to the Director, referral of issues requiring further examination, follow-up on opinions, and periodic evaluation (Hospital, 2026). This arrangement connects the initial review of a contract with oversight of its actual implementation.

The supervisory role is therefore broader than confirming whether a contract document exists. Effective review requires examining whether the selected contract corresponds to the transaction, whether the terms meet relevant Sharia requirements, whether the parties perform their obligations as agreed, and whether deviations or concerns are reported and addressed. This interpretation is consistent with the broader literature linking Sharia governance to accountability and compliance-risk mitigation (Alamer, 2022; Muslihun, 2023).

Documentation, Accountability, and Sharia Compliance Risk

An important finding is that the guidelines treat documentation and recordkeeping as integral parts of Sharia contract governance. The documents to be retained may include contracts, consent forms, transaction evidence, procurement documents, cooperation agreements, Sharia review documents, requests for Sharia opinions, opinions issued by the Sharia Supervisory Board, evidence of contract implementation, and monitoring and follow-up records (Hospital, 2026).

Documentation serves at least three purposes. First, it provides evidence of the agreement and its terms. Second, it enables the relevant parties to verify whether the contractual obligations have been fulfilled. Third, it supports the review and audit process by providing a basis for tracing decisions, identifying deviations, and determining whether corrective measures have been taken.

This documentation requirement strengthens the relationship between contract formation and institutional accountability. Without adequate records, it may be difficult to establish whether the parties agreed to specific terms, whether the relevant approvals were obtained, or whether a concern identified during a review was addressed. Conversely, well-maintained records can support consistent oversight and facilitate the evaluation of contractual compliance.

From a risk-management perspective, the guidelines emphasis on clarity, transparency, and the avoidance of prohibited elements can help identify potential Sharia compliance risks at several stages: contract selection, drafting, approval, implementation, and monitoring. This is consistent with Muslihun, (2023) discussion

of the role of Sharia supervisory bodies in compliance and risk mitigation. Nevertheless, the effectiveness of these mechanisms depends on how consistently they are applied, the quality of the evidence available, and the implementation of follow-up actions.

The guidelines also specify the management of *zakat, infaq*, and *sadaqah*. *Zakat* collected by the hospital is to be transferred to the designated zakat collection unit for management and distribution in accordance with applicable requirements, while *infaq* and *sadaqah* are managed according to the purposes for which they were given. The governing principles include trustworthiness, transparency, accountability, appropriate distribution, conformity with the intended purpose, and documentation (Hospital, 2026).

This arrangement demonstrates that Sharia contract governance extends beyond revenue-generating transactions. It also covers the management of charitable funds, where accountability includes ensuring that funds are used in accordance with their designated purposes. Thus, the scope of Sharia compliance encompasses both commercial and non-commercial relationships within hospital operations.

Integrating Contractual Compliance into Sharia Hospital Governance

Taken together, the findings suggest that Sharia contracts function as an operational link between the normative objectives of a Sharia hospital and the legal relationships through which its activities are conducted. The guidelines translate general principles such as justice, transparency, trustworthiness, mutual consent, and the avoidance of prohibited elements into requirements for contract selection, drafting, implementation, documentation, and review.

This finding contributes to the discussion of Sharia hospitals as institutions that integrate Islamic principles into their operational and business models (Sulistiadi et al., 2025). It also complements the argument that Sharia-oriented services may provide added value within healthcare delivery (Maksum et al., 2022). Contractual clarity and oversight can support that objective by strengthening the consistency between institutional commitments and actual transactions. Three implications follow from this analysis:

First, contract selection should be transaction-based rather than label-based. The appropriate contract depends on the substance of the relationship, the subject matter, the rights and obligations involved, and the applicable Sharia requirements. *Ijarah, bai', wakalah, mudharabah, musyarakah,* and *tabarru'* are not interchangeable categories. Each is relevant only when the underlying arrangement satisfies its defining characteristics.

Second, Sharia compliance requires both review and ongoing monitoring. Initial review helps establish whether the proposed contract is appropriate and sufficiently clear. Monitoring and audit, meanwhile, assess whether the agreement is implemented as intended and whether identified issues receive appropriate follow-up. The guidelines' provisions for documentation, reporting, referral, and periodic evaluation reflect this continuing character of compliance.

Third, institutional governance requires a clear division of responsibilities. Operational units implement and document contracts, the Sharia Committee assists with review and monitoring, the Sharia Supervisory Board examines referred issues and issues Sharia opinions within its authority, and management determines institutional follow-up. This division creates a structured process for dealing with routine transactions as well as issues that require more specialized Sharia assessment.

The findings should nonetheless be interpreted within the scope of the available evidence. The analysis is based on an internal guideline and supporting literature rather than an empirical audit of contractual practice across multiple hospitals. It therefore establishes the intended contractual and supervisory framework but does not demonstrate the actual level of compliance, the frequency of

Sharia violations, or the effect of the framework on patient satisfaction, financial performance, or stakeholder trust. Those questions require additional empirical investigation.

Overall, Sharia contracts can be understood as both legal instruments and mechanisms of institutional accountability. Their contribution to Sharia hospital governance depends not simply on adopting contract terminology but on selecting appropriate contractual structures, making rights and obligations clear, ensuring conformity with relevant Sharia principles and applicable law, maintaining adequate records, and implementing effective review and follow-up procedures.

CONCLUSION

This study concludes that Sharia contracts play a fundamental role in integrating Islamic economic law into the governance of Sharia hospitals. Their application extends beyond financial transactions to encompass patient services, employment relationships, procurement activities, facility utilization, business partnerships, and the management of charitable funds. The analysis shows that contracts such as *ijarah*, *bai'*, *wakalah*, *wakalah bil ujrah*, *mudharabah*, *musyarakah*, and *tabarru'* provide a legal framework for regulating operational activities in accordance with Sharia principles. Their implementation requires contractual clarity, mutual consent, justice, trustworthiness, transparency, legal certainty, and compliance with applicable Sharia provisions and regulations. Effective implementation also depends on coordinated supervision involving operational units, hospital management, the Sharia Committee, and the Sharia Supervisory Board.

The novelty of this study lies in its emphasis on the contractual dimension of hospital governance, an aspect that has received limited attention in previous studies on Sharia hospitals. The findings demonstrate that Sharia contracts function not only as legal instruments governing rights and obligations but also as mechanisms for strengthening institutional accountability and Sharia compliance. Consequently, this study contributes to the development of Islamic economic law within the healthcare sector by providing a conceptual framework for Sharia-based hospital governance that promotes transparency, stakeholder protection, and public trust. Future empirical studies are recommended to evaluate the effectiveness of Sharia contract implementation and its implications for hospital performance, institutional sustainability, and the quality of healthcare services.

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Author contribution

Risyda Nurul Qolbi: data curation, writing-original draft preparation, **Amaal Kasheem:** analysis, conceptualization, **Yosi Aryanti:** methodology, visualization, **Kieren Akbar:** editing.

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