

The Juridical Perspective of Islamic Law on Football Player Transfer Transactions: The Case of Persid Jember FC

Achmad Muthiurrohman*

University of Jember, Indonesia

Moh. Bahrul Ulum

University of Jember, Indonesia

Y.A Triana Ohoiwutun

University of Jember, Indonesia

Dominikus Rato

University of Jember, Indonesia

**Corresponding Author's Email: achmadmutik@gmail.com*

Article	Abstract
How to cite: Achmad Muthiurrohman, et.al, 'The Juridical Perspective of Islamic Law on Football Player Transfer Transactions: The Case of Persid Jember FC' (2024) Vol. 5 No. 2 Rechtenstudent Journal, Sharia Faculty of KH Achmad Siddiq Jember State Islamic University. DOI: 10.35719/rch.v5i2.371 Article History: Submitted: 21/06/2024 Reviewed: 29/06/2024 Revised: 10/07/2024 Accepted: 23/07/2024 ISSN: 2723-0406 (printed) E-ISSN: 2775-5304 (online)	This research explores the legal aspects of football player transfer transactions in Indonesia, with a focus on Persid Jember. In practice, many transactions involving professional and semi-professional players lack clear contractual agreements, raising concerns about legal certainty. The study formulates two research questions: (1) How is the mechanism of player transfer conducted in Persid Jember? (2) How does Islamic law view the practice of player transfer at Persid Jember? The purposes of this study are to identify whether the mechanism of player transfers in Persid Jember aligns with valid contractual principles and to analyze the practice from the perspective of Islamic law. Using an empirical legal research method, data were collected through interviews, observations, and documentation. The findings show that Persid Jember recruits players through open selection and by signing players from other clubs whose contracts have expired. From the perspective of Islamic law, this practice is permissible because it follows the principles of <i>ijarah</i> (leasing contract), in which one party acts as the lessor (<i>mu'ajir</i>) and the other as the lessee (<i>musta'jir</i>). The validity of the transaction is reinforced by mutual consent and cooperation, fulfilling the essential elements of <i>ijarah</i>. Keywords: <i>Persid Jember, Islamic Law, Football Player Transfer.</i> Abstrak Penelitian ini mengeksplorasi aspek hukum transaksi transfer pemain sepak bola di Indonesia, dengan fokus pada Persid Jember. Dalam praktiknya, banyak transaksi yang melibatkan pemain profesional dan semi-profesional tidak memiliki perjanjian kontrak yang jelas, sehingga menimbulkan kekhawatiran tentang kepastian hukum. Penelitian ini merumuskan dua pertanyaan penelitian: (1) Bagaimana mekanisme transfer pemain dilakukan di Persid Jember? (2) Bagaimana hukum Islam memandang praktik transfer pemain di Persid Jember? Tujuan dari penelitian ini adalah untuk mengidentifikasi apakah mekanisme transfer pemain di Persid Jember selaras dengan prinsip-prinsip kontrak yang sah dan untuk menganalisis praktik tersebut dari perspektif hukum Islam. Dengan menggunakan metode penelitian hukum empiris, data dikumpulkan melalui wawancara, observasi, dan dokumentasi. Temuan menunjukkan bahwa Persid Jember merekrut pemain melalui seleksi terbuka dan dengan merekrut pemain dari klub lain yang kontraknya telah berakhir. Dari perspektif hukum Islam, praktik ini diperbolehkan karena mengikuti prinsip-prinsip <i>ijarah</i> (akad sewa), di mana satu pihak bertindak sebagai pemberi sewa (<i>mu'ajir</i>) dan pihak lainnya sebagai penyewa (<i>musta'ajir</i>). Keabsahan transaksi ini diperkuat oleh kesepakatan dan kerja sama bersama, yang memenuhi unsur-unsur

Introduction

Football is a game played with a ball using the feet. The goal of the game is to score more goals than the opponent. A football team has 11 players, including the goalkeeper, and two teams compete on the field to win the match. Basically, football has rules and regulations, namely, a match is limited to two 45-minute halves. The team that scores the most goals against the opponent is declared the winner. To win a match, soccer players need dexterity in the basics of playing football, such as passing, ball control, heading, and shooting.¹ Football itself is a highly sought-after activity, possessing the power to ignite passion. Football has now become a global economic force, serving as a business opportunity for football club managers. This allows football to significantly benefit individuals and nations. The term "football economy" or "football industry" can be defined as a market where products or services are offered, much like any other form of buying and selling. Essentially, the football industry is a market where consumers can access sports-related products and services.²

At this time, football activities have progressed very rapidly, especially football is currently under the auspices of FIFA "Federation Internationale de Football Association" as a large world football organization that aims to organize football throughout the world. Football clubs that were born early from a large company have an answer to amateur football that is less aware of the welfare of football players. The welfare of football players is considered important for the progress of a football club, with this the management of the football club must be supported by stable finances, usually football clubs are supported by sponsors behind them who aim to advance the football club. With the existence of football that has progressed rapidly, the status of football players is made clear rules such as in the PSSI regulations that contain a system of football player buying and selling contracts, with this the existence of these regulations makes a valuable breakthrough for every football player's career.³

In this case, with the problem of buying and selling soccer players, Article 1313 of the Civil Code states that a contract agreement consists of a series of agreements made by certain parties.⁴ Systematics that occur in the real world of soccer are usually those who break contracts in the middle of the competition due to the influence of the player so that the team he strengthens never wins the match, but there are also those whose contracts have expired, the player in question will be sold to another team that wants to contract him.⁵ In this case, the transaction of buying and selling soccer players is a moment that is awaited by soccer fans, namely the soccer player transfer market where each team manager is not allowed to make soccer player transactions carelessly in the world of buying and selling soccer players. Things like this are very complicated activities, but must comply with existing regulations to carry out a soccer player purchase. Before clubs bring in football players, club managers must look

¹ Andi Cipta Nugraha, "*Mahir Sepak Bola*", (Bandung: Nuansa Cendekia. 2012),9-10.

² Iswandi Syahputra, "*Pemuja Sepak Bola*", (Jakarta: PT Gramedia. 2016), 2.

³ Toni Prasetyo, "*Antara Bisnis dan Sepak Bola Di Solo: Kiprah Klub Arseto, 1977-1998*", (Surabaya: Pustaka Indis. 2020), 2-3.

⁴ Rizki Kurniawan & Zakiah Noer, "A Contract Reviewed from the Perspective of Civil law in Indonesia May be Delayed Due to Force Majeure" *IBLAM Law Review*, 4 (1), 2024, Doi. 10.52249.

⁵ Bern Frick, "Performance, Salaries, and Contract Length: Empirical Evidence from German Soccer" *International Journal of Sport Finance*, 6, 2011, DOI: 10.1177/155862351100600201.

at the players who will be recruited in terms of physical health and ability to play football, with this being the problem, namely the transfer system that must be gone through by club managers to recruit players who will be contracted, the first thing that must be considered is monitoring each player who will be recruited.

Once the manager has received a response from the agent, the next step is to negotiate with the player. Frequently asked questions during this negotiation process include the player's desired salary and the benefits offered by the contract. Once all agreement has been reached, the recruiting club will draft a formal contract for the player to confirm the transfer agreement.⁶

In this study, the researcher took the problem that exists in the Persid Jember club where all Persid Jember players have a clear contract system where all players, coaches, and official contracts that have been carried out are valid and agreed according to the agreement because the team manager of Persid Jember explained that there is a salary system given to players, namely a monthly salary. With a monthly salary system, it is legitimate and does not violate the rules and regulations of the Indonesian League 3. The salary offered by the players from the team management is a salary of 1-2.5 million rupiah according to capacity and ability in competing if the player is good and makes the team better in the future, an additional bonus will be given, therefore the players and coaches must be ready to bind a clear contract according to the regulations in one Indonesian League 3 competition itself.⁷

In Persid Jember itself, the contract system is carried out with a single competition system, and wages are given monthly, which means the manager provides a salary every month, this will facilitate the contract activities of Persid Jember players. The contract carried out is standard or can be said to be a certain time agreement (PKWT) in the Persid Jember club system, which is different from other league 3 clubs such as the Bondowoso youth football association, Persewangi Banyuwangi, the Persebo Muda work contract system is carried out until the end of the competition, which means the manager does not need to offer another work contract if the system carried out by Persebo Muda does not qualify in the tournament phase it participates in and the tournament. The amount of salary received is also not appropriate for a club as big as Persebo Muda Bondowoso which competes in league 3 where their players are only paid Rp. 250,000.00 per match, where the salary is almost the same or even bigger than tarkam or inter-village players.

This kind of thing is what causes losses for football players in Indonesia, especially league 3 in the East Java region. The players who are harmed cannot do much, because they want to sue there is no written agreement on both sides, problems like this are a big task for football players, especially to the PSSI and immediately provide solutions and good decisions for Indonesian football and also PSSI must immediately issue a policy letter that players must have a written contract as a player who is said to be legitimate to participate in the league 3 competition and in 2020 PSSI has officially issued a new circular and new regulations listed in Article 30 regarding player registration provisions which contain: "In a football club that competes under the auspices of PSSI, it is mandatory to ensure that all player registration

⁶ Adhe Makayasa, "Bagaimana Alur Proses Transfer Pemain Sampai Terjadi Kesepakatan?", Goal, Juni 15, 2023, <https://www.goal.com/id/berita/goalpedia-bagaimana-alur-proses-transfer-pemain/gmu06920dz9n1bkvjbpvovx0x>.

⁷ Safitri, "Skuad Tim Persid Jember Kontraknya Berlaku Sebulan, Bukan Semusim", radarjember.jawapos.com, Juli 9, 2024, <https://radarjember.jawapos.com/sport/791105519/skuad-tim-persid-jember-kontraknya-berlaku-sebulan-bukan-semusim>.

documents, both original documents or copies and supporting documents for the contract agreement signed by the player to PSSI are in accordance with the specified period". Because from the previous year, player registration did not include a work agreement letter but the existing regulations were only for official players to join and be registered with the ASKAB PSSI district.⁸

Islam holds a high legal standing in human life, drawing its laws from the Quran, ijma' (consensus), and qiyas (paraphrasing). Human life itself is social, interdependent, and interdependent, with one of its goals being economic business. With the rapid development of this era, humanity is no longer isolated from business, not just economic development, but also other businesses that meet the needs of human life.⁹ Therefore, the issue of unclear and often unfair contractual practices in Indonesian football, particularly at the League 3 level, highlights the urgency of legal certainty and protection for players. In this context, studying the mechanism of player contracts in Persid Jember and analyzing them through the perspective of Islamic law is important not only to understand the legal validity of such agreements but also to offer constructive insights for improving professionalism, fairness, and compliance with both national and religious legal principles in Indonesian football.

Research Method

This research is classified as empirical legal research due to its historical context and objects. Legal research that collects data from primary sources is known as empirical legal research. The way law functions in society is the main topic of study in empirical legal research. Empirical legal research is a form of legal research that takes empirical facts from real human behavior, both real behavior observed through direct observation and verbal behavior obtained from interviews. This study examines how human behavior leaves behind physical remains or archives.¹⁰

Results and Discussion

Transaction mechanism for buying and selling football players at Persid Jember

Transaction Process for Buying and Selling Persid Jember Players

a. Pre-Contract Process

In any transaction, a contract agreement is typically involved in football. Persid Jember employs a variety of recruitment processes to become part of the Persid Jember team. This pre-contract stage involves negotiations between the prospective player and the team manager. Persid Jember has an agent for each player it recruits. These negotiations are conducted both informally and formally. Informal negotiations mean the player is a free agent, meaning they are not under contract with any team. Formal negotiations mean the player has a contract with another club or their previous club.

As previously stated by Persid Jember manager Mr. Sholehuddin, commonly known as Omjo, the player selection process consists of two parts:

⁸ PSSI, Club Licensing Regulations (Jakarta: Fandom Indonesia, 2013), 21.

⁹ Winda Fitri dan Alif Firdausa, "Kedudukan Transfer Pemain Sepak Bola: Suatu Kajian Perspektif Hukum Islam", *Jurnal Komunikasi Hukum*, Vol 7, No 2, (2 Agustus 2021), 594.

¹⁰ Kornelius Benuf dan Muhammad Azhar. "Metodologi Penelitian Hukum Sebagai Instrumen Mengurai Permasalahan Hukum Kontemporer", *Jurnal Gema Keadilan*, Vol. 7 (Juni 2020). 27-28.

the first is a selection process, and the second involves finding players whose contracts have expired at other football teams, with recommendations from the coach. The wage transaction value within Persid Jember is determined by the quality of the players being contracted. The system uses a "Great A, B, and C" system, meaning the players are judged on their exceptional quality and potential contribution to the team.¹¹

Based on the interview results, the management doesn't immediately recruit football players, so Persid Jember currently has many quality players.

As stated by Persid Jember coach Coch Misnadi:

In Persid Jember, the players are not only from Jember's local residents, but also from professional football clubs such as Persik Kediri and Madura United. Of course, the players who will be contracted to Persid Jember must follow the rules made by the manager because what has been said and targeted by the manager will be included in the contract that will be made by the player and the manager's team. If an agreement is reached, the player must be professional in carrying out the agreed contract. If the player has agreed to sign a contract, then the player will participate in what is called a Training Camp or TC which has been scheduled by the coaching staff. The purpose of the training camp itself is as a pre-conditioning before training to check the player's health. Explained Misnadi as the current head coach of Persid Jember.¹²

Based on the interview above, it can be concluded that players who want to join the Persid Jember team must be professional in the Persid Jember team cooperation contract and be able to follow all instructions from the coaching staff to be able to improve the quality of their football playing.

As stated by the manager of Persid Jember, Mr. Sholehuddin or what we usually know as Omjo, stated:

"We, the management, will first confirm with the previous club management and the agent of the player in question to find out about several existing clauses, such as the duration of the previous contract, the previously set salary, and also the ability to play football during the contract season."

From the analysis above, it can be seen that the management of Persid Jember does not recruit players carelessly in order to ensure that the players recruited can make a good contribution to Persid Jember.

As stated by the manager of Persid Jember, Mr. Sholehuddin or what we usually know as Omjo, stated:

The stages that occur between the player and the contract manager occur because of the negotiations between the two parties between the player's agent and the internal club if there is coaching to discuss the salary that will be received and the bonuses for each match that will be given by the Persid Jember management team. In that case the management team has determined the amount of salary and bonuses that will be received by the Persid Jember player if the players have agreed on everything that is where the player signs the contract, if there is no agreement between the player who will be contracted and the manager then the coach and manager will look for other options as a replacement for the player. Said the 49-year-old manager.¹³

¹¹ M. Sholehuddin Amrullah, Diwawancara Oleh Penulis, 10 November 2024.

¹² Misnadi, Diwawancara Oleh Penulis, 14 November 2024.

¹³ M. Sholehuddin Amrullah, Diwawancara Oleh Penulis, 10 November 2024.

From the interview discussion above, it can be analyzed that the salary determination that was previously conveyed was a negotiation by both parties so that they could be willing to enter into a contract.

b. Contract Stage Between Players and the Persid Jember Club

Before any collaboration between the Persid Jember team management and the player to be signed takes place, negotiations take place. As stated by Persid Jember manager Mr. Sholehuddin, better known as Omjo:

This stage is part of our seriousness in the collaboration between the players and the management of Persid Jember, because this collaboration really requires a written agreement to have legal force in the event of a default in the middle of the collaboration. Players who want to join Persid Jember must have a very serious commitment to work together because they carry out all orders from the coaches to improve the quality of their football play, because Persid Jember itself currently has a target to be able to rise to the Indonesian National League 2 caste. Once we have conveyed all our goals for contracting the player, we then conduct negotiations. The contents of the negotiation include the player's salary, bonuses if they reach the predetermined target, and player insurance. In determining the salary of each player, I as the manager consider the quality of the players at Persid Jember itself with the provisions of Great A, B, and C. The contract we offer is for one competition duration of approximately 6 months.¹⁴

Analysis of the interviews revealed that this contractual stage is conducted directly between the player and the manager. This stage involves negotiations regarding the player's salary, bonuses, and health insurance in case of injury during the match. When awarding a player's salary, the manager assesses the player's quality and determines whether they are entitled to a salary commensurate with their contribution.

Daniel's agent clearly said

My role as an agent in finding players is to act as a bridge between other club managers who wish to offer players to the Persid Jember manager, allowing for immediate negotiations and a legally binding agreement between both parties. As an agent, I have previously offered players suitable for the coaching team's plans to build a strong team within Persid Jember.¹⁵

Persid Jember not only contracts players through selection processes, but also employs agents tasked with finding high-quality players to offer to managers and coaches.

Abduh, a Persid Jember player, explained the contract terms and salaries.

The implementation of the player buying and selling contract transaction itself varies for each player, some are from the selection system, some are from recommendations or coaches or from other clubs whose contracts have expired, the contract offered is once in the Indonesian national League 3 tournament which lasts approximately 6 months, however the salary received every month is also net receiving a salary of 2 million every month and already includes food costs, transportation to and from training and getting health insurance as well in case of a health incident during the tournament match under the auspices of League 3. If the players who have been contracted are legally part of the Persid Jember team, all players are gathered at the Persid Jember Mes which is located at Jl. Nias No. 16, Summersari District, Jember Regency. To introduce themselves to each other which aims to build chemistry within the Persid Jember team from the manager, coach to

¹⁴ M. Sholehuddin Amrullah, Diwawancara Oleh Penulis, 10 November 2024

¹⁵ Daniel Reza Nur Hidayah, Diwawancara Oleh Penulis, 15 Desember 2024.

player ranks. And then the players will be instructed to follow the routine training to follow the Persid Jember coach's agenda.¹⁶

Based on the interview results above, it can be analyzed that the contract offered by the manager to the players is for one league 3 tournament, which lasts approximately 6 months, and the players are paid a salary once a month, with the net salary being 2 million rupiah. After all the contracted players officially work together in the Persid Jember team, all the players are gathered in one place to get to know each other and build solidarity.

Coach Misnadi as the coach of Persid Jember said about the criteria for Persid Jember players.

As a coach, I have several typical player selections that will be selected or contracted to be able to get quality players and can contribute to the team that is the pride of the people of Jember, namely Persid Jember. The agenda is physical conditioning training for Persid Jember players so that they can follow all the concepts of the future agenda to carry out all the schemes or forms of play taught by the coaching staff. If all the training agendas have been carried out well and all players understand what has been taught, the coaching staff usually conducts sparring with local clubs. When they have done sparring with local clubs, the coaching staff recommends to the manager that the Persid Jember team can add sparring with clubs that are also participating in the Indonesian National League 3 tournament.¹⁷

In the interview statement above, it can be analyzed that as a coach, you don't just choose players to contract, but there are several types that the coach must look at so that the player has the potential to join the Persid Jember team.

c. Post-Contract Stage of Persid Jember Players

In any transaction within Persid Jember, it's all about agreement and the appointment of a player to work together on the Persid Jember team and be accountable for what they've agreed to. The manager explained this:

I also conveyed to all the players I contracted at Persid Jember that, with this serious stage, all parties bound by the contract must comply with Persid Jember's SOP, including the coaching staff and officials. Once a contract is clearly signed, all parties involved, such as players and coaches, must contribute positively to the team and realize its commitment to rise to the Indonesian National League 2. After a negotiation process and a written contract agreement from all parties have been agreed upon, we will then determine all parts of the contract. Therefore, as managers, we provide all activities and concepts that will be carried out by the coaches, both training and sparring, because we will not interfere with the activities or agendas of the coaching staff and we are more focused on finding sponsors for the progress and can help the Persid Jember team.¹⁸

The results of the interview above can be analyzed, after all the processes have been passed, the manager made a decision to all those bound by contracts in the Persid Jember section, every player bound by a cooperation contract in Persid Jember must be able to be responsible and comply with the rules that have been made by the manager in order to maintain the responsibility of all in Persid Jember. Likewise, the opposite has been conveyed by Abduh, a native player born in Jember:

¹⁶ Abduh, Diwawancarai Oleh Penulis, 6 Desember 2024.

¹⁷ Misnadi, Diwawancarai Oleh Penulis, 14 November 2024.

¹⁸ M. Sholehuddin Amrullah, Diwawancarai Oleh Penulis, 10 November 2024.

The manager also gave us an injection of commitment to this team for this year because he needed good achievements in this proud team of the people of Jember, because a contract that I have received will be meaningless if there are no achievements in a team.¹⁹

The interview above can be analyzed. All members of Persid Jember must contribute to the team to achieve the achievements we have long dreamed of in the National League 3 competition.

d. The rental stage in the Persid Jember player agreement

With the several stages above, we have entered the final stage of the agreement, namely the response from the management of the Jember Persid Team:

“When all the players we buy from other teams whose contracts have expired, then we from the management and the players we contract, then between the two parties, we agree to a rental agreement, which later on this agreement or the regulations we make must be agreed upon together, with the hope that the players we contract can work professionally”.²⁰

In this case, we can analyze that the process carried out by the Jember Persid is very detailed and orderly in accordance with the regulations existing at PSSI so that the contract made does not violate the rules that apply in the world of cooperation contracts and the world of football in Indonesia.

Islamic Law Perspective on Football Player Purchase Transactions at the Persid Jember Club

In Islamic legal scholarship, a contract (*‘aqd*) is defined as a legally binding agreement between two or more parties that creates enforceable rights and obligations under Sharia.²¹ The legitimacy of contracts is rooted in the Qur’an, Sunnah, and juristic consensus (*ijma’*), where contractual obligations are viewed not only as legal duties but also as moral commitments under divine command.²² The Qur’anic injunction in Surah al-Ma’idah (5:1), “*O you who believe, fulfill [all] contracts*”, is considered the principal textual basis for the enforceability of agreements.²³ Hence, contracts in Islamic law serve both legal and ethical functions, ensuring that transactions adhere to justice, fairness, and social responsibility.

The classical jurists outlined essential elements (*arkan al-‘aqd*) required for a valid contract, including the offer (*ijab*) and acceptance (*qabul*), the contracting parties (*‘aqidan*), and the subject matter (*ma’qud ‘alayh*). Each element is bound by strict conditions: the parties must possess legal capacity (*ahliyyah*), the subject matter must be lawful (*halal*), and the terms must be free from excessive ambiguity (*gharar*). The prohibition of invalid objects of contract, such as alcohol or usurious interest (*riba*), reflects the normative framework of Islamic law in excluding activities that contradict its ethical and economic values. In this respect, contracts

¹⁹ Abduh, Diwawancarai Oleh Penulis, 6 Desember 2024.

²⁰ M. Sholehuddin Amrullah, Diwawancarai Oleh Penulis, 10 November 2024.

²¹ Hikmatul Komaria, “Qardh Agreement on Spaylater Limit Loans According to The View of MUI Fatwa About Sharia Electronic Money” *Rechtenstudent Journal*, 4 (2), 2023, 121, DOI: <https://doi.org/10.35719/rch.v4i2.271>.

²² Ansor Syahputra Siregar, “Classification of Contracts in Sharia Business Law”, *El-Sirry*, 2(2), 2024. DOI:10.24952/ejhis.v2i2.14173.

²³ Alfia Rizka Fajriah, “119Konsep Mu’amalah Ma’annas dalam al-Qur’an Perspektif SuratAl-Maidah Ayat 1 dan Implikasinya terhadap Kehidupan Sehari-hari” *Gunung Djati Conference Series*, 19, 2023, 125.

are seen as instruments of lawful exchange that preserve individual rights while conforming to divine injunctions.²⁴

Another central principle in Islamic contractual law is the prohibition of injustice (*zulm*) and uncertainty (*gharar*). Islamic jurisprudence emphasizes transparency, certainty, and mutual consent (*ridha*) as the foundations of valid transactions. Classical fiqh literature discusses in detail the nullification of contracts tainted by deception, exploitation, or concealment of material facts, thereby safeguarding the weaker party in contractual dealings. This normative orientation demonstrates how Islamic law integrates legal enforceability with ethical considerations, making the enforcement of contracts a means of upholding social justice in economic interactions.²⁵

The development of Islamic financial instruments, such as *mudharabah* (profit-sharing), *musharakah* (partnership), and *murabaha* (cost-plus sale), illustrates how the principles of Sharia contracts have been adapted to contemporary commercial needs while maintaining fidelity to classical doctrines. These contractual models emphasize risk-sharing, transparency, and prohibition of exploitative practices, aligning economic activities with the *maqasid al-sharia* (objectives of Islamic law), namely the protection of faith, life, intellect, lineage, and property. Thus, in the context of legal research, contracts in Islamic law represent a distinctive legal institution where jurisprudential reasoning and ethical imperatives converge, offering a framework for justice-oriented and socially responsible economic relations.²⁶

In Sharia law, a transaction (*mu'amalat*) refers to all forms of dealings and exchanges between individuals that create rights and obligations within the framework of Islamic jurisprudence.²⁷ Unlike secular systems that separate law and morality, Sharia embeds ethical principles within legal rules, ensuring that transactions are not only valid in form but also just in substance.²⁸ The Qur'an and Sunnah serve as the primary sources regulating transactions, emphasizing fairness, mutual consent, and the avoidance of exploitation. Core prohibitions such as *riba* (usury), *gharar* (excessive uncertainty), and *maysir* (gambling) function as safeguards against injustice and economic harm, while lawful trade and contracts are encouraged as a means of fostering social welfare and stability.²⁹

Contemporary applications of Sharia transactions can be seen in Islamic finance and commercial law, where classical principles are operationalized through mechanisms such as *murabaha* (cost-plus sale), *ijarah* (leasing), *mudharabah* (profit-sharing), and *musharakah* (partnership).³⁰ These contractual models prioritize transparency, equitable risk-sharing, and

²⁴ Abdullahi Salui Ishola, et.al, "Al-'aqd Al-sahih: The Legal Basis for Determining the Validity of Islamic Financial Transactions" *International Journal of Economics and Financial Issues*, 6(2), 2016.

²⁵ Lilawati Ginting, et.al, "Principle of Freedom of Contract in the Perspective of Western Civil Law and Sharia Law" *Proceeding International Seminar on Islamic Studies*, 6(1), 2025.

²⁶ Ahmad Bayu Samudera, et.al, "The Development of Islamic Financial Instrument: Opportunities and Challenges" *LIKUID*, 4(2), 2024, DOI:10.15575/likuid.v4i2.35781.

²⁷ Özek, A.U. . "Mu'amalat". In: Ustaoglu, M., Çakmak, C. (eds) *The Palgrave Encyclopedia of Islamic Finance and Economics*. Palgrave Macmillan, Cham. 2025, https://doi.org/10.1007/978-3-030-93703-4_338-1.

²⁸ Istianah Zainal Asyiqin, et.al, "The Principle of Self-Submission in Sharia Economic Dispute Resolution: A Critical Examination through Friedman's Legal System Theory" *Jambura Law Review*, 7 (2), 2025, DOI : 10.33756/jlr.v7i2.27075.

²⁹ Wildan Ashari Hasibuan & Abdillah Nurul Bahri, "The Concept of Economic Balance in the Quran: An Interpretation of the Verse Prohibiting Exploitation" *Taqrib*, 2(2), 2024, 74-95.

³⁰ Ayesha Khan, "Comparative Analysis of Islamic Commercial Laws and Modern Banking Law Trends" *UCLA Journal of Islamic and Near Eastern law*, 22, 2025. <https://doi.org/10.5070/N422165334>.

social justice, aligning with the maqasid al-sharia (objectives of Islamic law) to protect property, prevent exploitation, and promote economic balance. Thus, transactions under Sharia law illustrate the integration of legal enforceability, ethical responsibility, and communal welfare, making them not merely private agreements but instruments of justice within a divine legal framework.

Islamic law has many views on buying and selling, one of which concerns the sale of football players. Islamic law must adhere to the transaction's legal standing for clear implementation. The transfer mechanism for buying and selling players must be implemented by a club:

1. Scouting (also known as scouting) involves monitoring players over a period of months. The success of managers and coaches in a team when scouting talented soccer players is crucial.
2. (Inquiry Stage) In the world of soccer, inquiry involves asking the club. Typically, questions include the player's contract, background, and other interested clubs.
3. (Communication with other team management) This stage aims to gather information regarding the player's contract with the club to avoid fraudulent purchases based on false contracts.
4. (Communication with agents) The manager communicates with the player's agent through the following steps: a) How much will it cost to recruit the player? b) How long will their contract last? c) What is the player's desired salary? d) What is their current salary? e) What is their personal and family situation? (Negosiasi dengan pemain) dengan manajer dan pemilik klub sepak bola ada pembicaraan dari segi sepak bola, maka disitu ada pembicaraan mengenai gaji, bonus dan biaya penandatanganan.
5. (Contract clauses, medical, and transfer confirmation) Once points 1 through 3 have been completed, the new club will usually schedule a medical. This is to prevent the player from being deceived regarding his physical and mental health, especially with a high salary. Upon transfer confirmation, the player enters into an agreement and establishes a work contract with the team that recruited him.³¹

In a football player buying and selling contract, clear Islamic law and legal frameworks must be adhered to. Therefore, the author concludes that the player contract or player buying and selling system at Persid Jember, according to Islamic jurisprudence, utilizes the ijarah contract. This contract stipulates the transfer of rights to goods or services (benefits), without the transfer of ownership of the goods or services utilized. The ijarah contract, in the context of football transactions, can be considered a cooperative agreement with a wage system, where players perform their work based on their soccer skills, and the club manager pays the players a mutually agreed-upon salary.³² The context of an agreement is mutual respect for the cooperation agreed upon by both parties. The legal basis of the contract, as outlined by Hanafi scholars, is that the sale and purchase transaction is a lease agreement, also known as an ijarah agreement. According to Sheikh Ali Jum'ah, this agreement can be applied according to Islamic jurisprudence (Fiqh), which considers its purpose and substance.

³¹ Adhe Makayasa, "Bagaimana Alur Proses Transfer Pemain Sampai Terjadi Kesepakatan?", Goal, Juni 15, 2023, <https://www.goal.com/id/berita/goalpedia-bagaimana-alur-proses-transfer-pemain/gmu06920dz9n1bkvjbpvovx0x>.

³² Andri Soemitra, "Hukum Ekonomi Syariah dan Fiqih Muammalah Dilembaga Keuangan Dan Bisnis Konteporer", (Jakarta, Kencana, Maret 2021) 116-117.

Therefore, the lease agreement between the football club and the players is permissible. In this case, the transaction system and the agreement used by Persid Jember use a parallel *ijarah* system, where the benefits of the leased item can be sublet to another party. Therefore, in a parallel *ijarah*, there is no transfer of ownership, only the transfer of benefits from the leased object. Therefore, in a parallel *ijarah*, there is no sale and purchase clause; there is only a lease clause for the benefits of an object or item. Because it has fulfilled the written contractual agreement between the two parties, in this case the transaction is permitted.³³

The law of contract in Indonesia still relies on Dutch colonial regulations, which adopt an open system, meaning that parties are free to enter into agreements with anyone, determine their own terms and conditions, regulate their implementation, and choose whether the contract is made in written or oral form. In addition, parties are permitted to create contracts recognized in the Civil Code (*KUHPerdata*) as well as those outside of it. This principle is affirmed in Article 1338 paragraph (1) of the Civil Code, which states: "All agreements lawfully made shall apply as law for those who make them."³⁴

In the context of football player transfer contracts, the principle of freedom of contract in Indonesian law based on Article 1338 paragraph (1) of the Civil Code allows clubs and players to agree on terms beyond those explicitly regulated by law, provided they do not violate legality, public order, or morality. This open system enables parties to freely determine clauses such as transfer fees, salary arrangements, duration of the contract, and additional benefits, whether formalized in written agreements or settled orally. Consequently, the legal framework supports flexibility and autonomy in drafting football contracts, while still requiring compliance with general principles of fairness and binding force as if the agreement were law for the contracting parties.

Conclusion

Persid Jember has various processes for buying and selling football players, including those through selection and those from other teams through agents whose contracts have expired. In the process of buying or contracting players, the Persid Jember manager has offered a price to the player he will recruit. When the manager believes he has entered the coaching scheme, the manager and player conduct negotiations. When these two processes have been completed, the manager and player will make the decision. In the Persid Jember player contract, the contract system is for one League 3 competition with an estimated time of six months and the salary is paid once a month. If in the middle of the match one of the players does not contribute to the team, the player will be benched.

The player contract or player buying and selling system at Persid Jember, according to Islamic jurisprudence, utilizes the *ijarah* contract. This contract stipulates the transfer of rights to goods or services (benefits), without the transfer of ownership of the goods or services utilized. The *ijarah* contract, in the context of football transactions, can be considered a cooperative agreement with a wage system, where players perform their work based on their soccer skills, and the club manager pays the players a mutually agreed-upon salary

³³ M Alvin Nur Choironi, "Hukum Transfer Pemain Sepak Bola", (22 Januari 2018). <https://islami.co/hukum-transfer-pemain-sepak-bola/>.

³⁴ Helina Hoirunnisa & Martoyo, "Analisis Kekuatan Hukum Pada Perjanjian Tidak Tertulis Arisan Online Emas di Kabupaten Jember" *Rechtenstudent Journal*, 3 (2), 2022, 163.

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