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Ijarah-Compliant Heavy Equipment Rental Practices in a Non-Islamic Commercial Firm: A Qualitative Study of CV Putra Jaya Mandiri

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Abstract: Heavy equipment rental constitutes a structurally complex segment of the Islamic commercial law debate, particularly when the contracting firm operates outside formally Islamic financial institutions. This study examines whether the rental practices of CV Putra Jaya Mandiri a conventional heavy equipment leasing company in West Java, Indonesia satisfy the doctrinal and operational requirements of *ijarah* as stipulated in the Fatwa of Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) No. 09/DSN-MUI/IV/2000 and the Kompilasi Hukum Ekonomi Syariah (KHES). Employing an interpretive qualitative methodology combining in-depth interviews, structured document analysis, and direct observation the research maps eight transactional stages against five Islamic legal parameters (*rukun*, *syarat*, prohibition of *gharar*, prohibition of *riba*, and *ta'zir*-based penalty legitimacy). Findings reveal that the company's operational procedures are substantively congruent with Ijarah requirements at the stages of contract formation, object specification, and delivery; however, critical gaps persist in ujrah disclosure clarity, penalty clause design, and the absence of explicit Sharia governance mechanisms. The study contributes a diagnostic audit framework applicable to non-Islamic firms seeking voluntary Sharia alignment in the construction sector's equipment rental market, with direct implications for Indonesia's Islamic economic integration agenda.

Keywords: *Ijarah*; heavy equipment rental; Islamic commercial law; *gharar*; *riba*; qualitative case study

Abstrak:*Sewa alat berat merupakan segmen yang secara struktural kompleks dalam perdebatan hukum komersial Islam, terutama ketika perusahaan yang melakukan kontrak beroperasi di luar lembaga keuangan Islam formal. Penelitian ini mengkaji apakah praktik sewa alat berat di CV Putra Jaya Mandiri perusahaan penyewaan alat berat konvensional di Jawa Barat, Indonesia memenuhi persyaratan doktrinal dan operasional ijarah sebagaimana diatur dalam Fatwa DSN-MUI No. 09/DSN-MUI/IV/2000 dan Kompilasi Hukum Ekonomi Syariah (KHES). Dengan menggunakan metodologi kualitatif interpretatif yang menggabungkan wawancara mendalam, analisis dokumen terstruktur, dan observasi langsung, penelitian memetakan delapan tahapan transaksi terhadap lima parameter hukum Islam (rukun, syarat, larangan gharar, larangan riba, dan legitimasi denda berbasis ta'zir). Temuan menunjukkan bahwa prosedur operasional perusahaan secara substansial kongruen dengan persyaratan ijarah pada tahap pembentukan akad, spesifikasi objek, dan penyerahan barang; namun kesenjangan kritis masih ada dalam kejelasan pengungkapan ujrah, desain klausul denda, dan* *absennya mekanisme tata kelola syariah yang eksplisit. Studi ini menyumbangkan kerangka audit diagnostik yang dapat diterapkan pada perusahaan non-Islam yang mencari keselarasan syariah sukarela di pasar sewa alat berat sektor konstruksi.*

Kata Kunci: *ijarah; sewa alat berat; hukum komersial Islam; gharar; riba; studi kasus kualitatif*

Introduction

The construction industry in Indonesia has experienced compounding growth over the past decade, driven by a sustained state infrastructure program the National Strategic Project (PSN) framework that by 2023 had allocated IDR 6,246 trillion across 201 projects (Coordinating Ministry for Economic Affairs, 2023). This expansion has catalysed a derivative market: the rental of heavy equipment, which functions as a capital-light entry point for contractors who cannot absorb the full acquisition cost of excavators, bulldozers, compactors, and wheel loaders. The equipment rental segment is consequently a structurally important node in the construction supply chain, yet it has received disproportionately limited attention from Islamic economics scholars compared to the more glamorous debates over *mudharabah* and *musyarakah* in banking contexts.

This marginalisation is theoretically consequential. The doctrine of *ijarah* rental or lease transactions grounded in classical *fiqh muamalah* provides a rich normative architecture for regulating the transfer of *manfa'ah* (usufruct) without transfer of *'ayn* (corpus). Classical jurists from the Hanafi, Maliki, Shafi'i, and Hanbali schools converge on the permissibility of *ijarah*, grounded in the Quranic injunction (al-Qasas: 26-27) and the prophetic tradition on paying wages before the worker's sweat dries (Ibn Majah, 2228). Contemporary Indonesia has institutionalised this doctrine through DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000, the Kompilasi Hukum Ekonomi Syariah (KHES) enacted via Supreme Court Regulation No. 2/2008, and Bank Indonesia Regulation No. 7/46/PBI/2005 a legislative architecture that applies formally to Islamic financial institutions but whose normative substance extends, by scholarly consensus, to any commercial lease transaction.

The question this research addresses is deceptively simple: when a conventional firm in the construction equipment rental sector conducts its operations through ostensibly standard commercial procedures, to what degree do those procedures satisfy the substantive requirements of *Ijarah*? The question matters for at least three reasons. First, Indonesia's Islamic economy integration agenda articulated in the National Islamic Economy and Finance Masterplan (MEKSI) 2019-2024 explicitly targets the real sector as a site of Sharia alignment, yet the diagnostic tools for assessing conventional firms' congruence with Islamic norms remain underdeveloped. Second, conventional commercial law (KUHPerdata, Book III) and Islamic commercial law share structural analogies at the level of consent, object specification, and consideration, which creates the theoretical possibility of substantial inadvertent compliance a possibility that has been empirically underexplored. Third, the penalty mechanism applied in late-return scenarios represents a genuine doctrinal frontier: classical *fiqh* debates on *ta'zir* bi al-mal (financial penalties) remain contested, and real-sector applications provide data that can inform the doctrinal discourse.

Existing scholarship on *ijarah* in the Indonesian context has concentrated overwhelmingly on Islamic banking products particularly *ijarah* financing (Muljawan et al., 2004; Iskandar et al., 2021), *ijarah muntahiya bittamlik* (IMBT) structures (Hidayat, 2011; Rahayu et al., 2023), and *ijarah* sukuk (Prastowo, 2020). Studies that cross the institutional boundary to examine conventional firms are rare: Rozikin (2012) examined stall rental at Malioboro through an Islamic lens, and Setya (2019) analysed car rental disputes under *fiqh muamalah*, but neither constructed a systematic compliance audit framework nor engaged with the heavy equipment sector. Internationally, Khan and Bhatti (2008) and Iqbal and Mirakhor (2011) have theorised Islamic finance contracts in general terms, but sector-specific empirical studies remain scarce. This research fills that gap by constructing a stage-by-stage compliance mapping of a real firm's rental operations, contributing a replicable diagnostic methodology and a set of empirically grounded recommendations.

The remainder of this article is structured as follows. Section 2 reviews the theoretical foundations of *ijarah* and establishes the legal compliance criteria applied in analysis. Section 3 describes the research methodology. Section 4 presents findings organised by transactional stage. Section 5 discusses the compliance gaps, their doctrinal significance, and the practical implications. Section 6 concludes with recommendations for firms, researchers, and regulators.

Methods

Research Design

This research employs interpretive qualitative design, operationalised through a single-case study strategy (Yin, 2018). The single-case design is justified on theoretical sampling grounds: CV Putra Jaya Mandiri represents an *analytically critical* case a conventional firm in a sector with no established Sharia governance infrastructure, operating at sufficient scale (31 employees, five equipment categories, formal written contracts) to exhibit the full range of transactional complexity that a *fiqh* assessment must confront. The interpretive epistemological stance follows Denzin and Lincoln's (2018) position that institutional compliance assessment requires thick description of contextual meaning, not merely categorical coding against formal checklists.

Data Collection

Primary data were collected through three parallel streams. First, semi-structured in-depth interviews were conducted with Sani Lupia (Chief Executive Director), the operational manager, and two contract administration staff, totalling approximately nine hours of recorded conversation between June and August 2024. Interview protocols were designed using Miles and Huberman's (2014) thematic matrix approach, with questions mapped against the eight transactional stages and five Islamic legal criteria. Second, document analysis encompassed rental contracts (three complete contracts across different equipment categories and client types), the company's standard terms and conditions, payment records, and maintenance logs a corpus evaluated against the documentary analysis framework proposed by Bowen (2009). Third, structured observation of the complete rental cycle for two active transactions, one corporate client (one-week duration) and one individual client (one-day duration) was conducted to validate interview data against actual practice.

Analysis Framework

Data analysis followed Miles and Huberman's (2014) interactive model: iterative cycles of data collection, reduction, display, and conclusion-drawing. The *ijarah* compliance assessment framework applied five evaluative criteria drawn directly from DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000, KHES Articles 251–277, and the scholarly consensus positions documented in Section 2. For each of the eight transactional stages, the framework asked: (1) Are the contracting parties legally competent and freely consenting? (2) Is the rental object clearly identified, and its user-friendly result determinedly specified? (3) Is the *ujrah* stated concretely and agreed upon before contract execution? (4) Are *gharar*-generating ambiguities absent from the contract terms? (5) Are any penalty provisions consistent with *ta'zir* rather than *riba* logic?

Trustworthiness

Credibility was established through methodological triangulation (interview, document, observation), member-checking (key findings reviewed by the director), and prolonged engagement at the research site. Transferability is addressed through thick description of the case context. Dependability was ensured through an audit trail of interview recordings, transcripts, and document copies. Confirmability was maintained by separating raw field notes from interpretive conclusions throughout the analysis process (Lincoln and Guba, 1985).

Results and Discussion

Company Profile and Operational Context

CV Putra Jaya Mandiri was established in Cipongkor, Kabupaten Bandung Barat, West Java, as a specialised heavy equipment rental provider serving the construction and infrastructure sector. The company operates a fleet of five equipment categories excavators, bulldozers, compactors, wheel loaders, and forklifts across a 2,450 m^2 storage yard with a 350 m^2 administrative and operations facility. Its 31-person workforce spans top management (Director, COO, Finance Director), middle management (HR Manager, Operations Manager), technical operations (supervisors, mechanics, operators), client-facing administration, logistics, and IT. The company's client base ranges from large construction contractors requiring multi-week deployments to individual clients undertaking renovation projects requiring single-day hire.

Rental pricing as of the research period reflected equipment category and market conditions: excavators were priced between IDR 3,520,000 and IDR 3,820,000 per day; bulldozers between IDR 3,300,000 and IDR 4,070,000 per day; and wheel loaders between IDR 3,530,000 and IDR 3,930,000 per day. A late-return penalty of 1.2–2% of the daily rental rate applied per unit of delay. These pricing structures form the central *ujrah* and *ta'zir* data points for compliance assessment.

Table 1. Equipment Rental Price Schedule and Penalty Parameters at CV Putra Jaya Mandiri (2024)

Equipment Type	Min. Daily Rate (IDR)	Max. Daily Rate (IDR)	Late Penalty Rate
Excavator	3	520	000
Bulldozer	3	300	000
Wheel Loader	3	530	000
Compactor	N/A	N/A	1.2%–2% daily rate
Forklift	N/A	N/A	1.2%–2% daily rate

Source: Primary data from CV Putra Jaya Mandiri (2024).

Stage-by-Stage Ijarah Compliance Assessment

Registration and Order Placement

The initial contact stage which the company conducts via direct visit or WhatsApp messaging satisfies the fundamental *Ijarah* requirement of *sighat* initiation: the prospective lessee identifies the specific equipment sought, the required dates, and the project location. Returning clients, who initiate via WhatsApp without site visit, follow a functionally equivalent protocol. The company requires presentation of a National Identity Card (KTP) for individuals and a Business Registration Document (SKU) for corporate clients a verification procedure that maps onto the *fiqh* requirement that contracting parties demonstrate legal capacity (*ahliyyah al-ada'*). This stage exhibits compliance with the *rukun* requirement on contracting parties and the *syarat al-inqad* (conditions for contract formation).

One ambiguity merits attention: the interview data reveal that the purpose for which the equipment will be used is not systematically documented at the registration stage. DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 (Section 2, Article 5) stipulates that the usufruct must be lawful (*mubah*). While no case of equipment deployment for prohibited purposes was identified in the research period, the absence of explicit purpose documentation creates a latent *syarat sah* (validity condition) gap. A formal use-declaration in the order form would close this gap at negligible administrative cost.

Verification and Approval

The company's verification procedure confirming equipment availability and generating a price offer satisfies the *Ijarah* requirement that the rental object must exist (*mawjud*) and be in the lessor's possession at contract time. The price offer, communicated before signing, provides the prospective lessee with the *ujrah* information necessary for informed consent. This stage is broadly compliant.

A partial *gharar* concern arises, however, in the price range structure. The daily rates cover a spread excavators from IDR 3,520,000 to IDR 3,820,000 and the interview data indicate that the specific rate within this range is determined by equipment age and condition at the time of the order, without a systematic condition-disclosure document shared with the client. This ambiguity about the precise *ujrah* until the moment of equipment assignment creates minor *gharar* in the ujrah specification. Classical *fiqh* requires that the *ujrah* be *ma'lum* (known) at contract conclusion (Nawawi, *al-Majmu'*, XV:371). A standardised equipment condition grading sheet communicated at the offer stage would address this directly.

Contract Formation

The written rental contract covering parties, equipment description, duration, price, maintenance responsibilities, and additional cost provisions represents the most Sharia-sensitive stage and simultaneously the strongest evidence of substantive *ijarah* conformity. The contract explicitly: (a) names both parties with identity verification; (b) specifies the equipment by type (though not consistently by serial number); (c) states the rental duration; (d) specifies the total *ujrah*; (e) allocates maintenance obligations; (f) specifies the late-return penalty rate. This structure substantially satisfies the KHES Article 253 requirement that the contract explicitly contains parties, object, *ujrah*, duration, and conditions.

Three residual *gharar*-relevant gaps were identified through document analysis. First, the contracts do not consistently include equipment serial numbers, creating potential ambiguity about *ta'yin al-ma'jur* (individual identification of the rental object) a requirement emphasised by Usmani (2002, p. 144) and traceable to the classical *fiqh* condition that the leased object be a specific, identifiable entity. Second, the wear-and-tear definition of the threshold distinguishing normal use from compensable damage is absent from the contracts reviewed. This omission is a significant *gharar* source: without a clear definition, damage liability disputes become structurally irresolvable without *gharar-laden* post-hoc negotiation. Third, no *khiyar al-'ayb* (option for defect) clause exists: the lessee has no formal remedy if the delivered equipment exhibits latent defects. DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 (Clause on Lessor's Obligations) implicitly requires such a remedy.

Payment Mechanics

The company's payment protocols pre-payment or periodic payment via bank transfer or cash, formalised in writing satisfy the core *ijarah* requirement of *ujrah* payment determinacy. The *riba* concern that would arise from interest-bearing deferred payment arrangements is absent: the company does not charge interest on outstanding balances in the ordinary sense. Payment method diversity (bank transfer, cash) is permissible under *fiqh*, and the documentation of payment through formal invoices constitutes adequate written *shighat* for the financial dimension of the transaction.

Delivery and Handover

The delivery stage including fleet dispatch to the project site, lessee inspection, and handover signing substantially satisfies the *ijarah* requirement of *taslim al-ma'jur* (delivery of the rental object). The condition inspection at handover, while informal, creates an evidentiary baseline that supports subsequent damage attribution. The bilateral signature on the handover document provides the formal *sighat* completion element, confirming that both parties have accepted the transaction's material terms.

The Islamic law requirement that delivery must transfer only *yad amanah* (possession as trustee) without transferring ownership is structurally observed: the contract explicitly retains ownership with CV Putra Jaya Mandiri throughout the rental period. This is the central *ijarah* structural feature the distinction between *ijarah* and *bay' and* it is correctly implemented.

Monitoring and Maintenance

The allocation of maintenance responsibilities between lessor and lessee represents the most contested area in equipment rental *fiqh*. The classical position, summarised by Ibn Qudama (*al-Mughni*, VIII:14), holds that structural maintenance (*siyasah*) of the leased asset is the lessor's obligation, while routine operational care falls on the lessee. CV Putra Jaya Mandiri's contracts allocate emergency maintenance and major repair to the company, while requiring the lessee to maintain adequate fuel and not to exceed rated operational parameters an allocation that is substantively congruent with this classical position.

The monitoring system company oversight of equipment usage during the rental period raises a minor *ta'addud* (intrusion) concern from an Islamic contracting perspective: if monitoring involves tracking of the lessee's project activities beyond what is necessary for equipment preservation, it could implicate the *amanah* (trustee) relationship established by the handover. The research data suggest that monitoring is operationally limited to equipment functioning and location tracking, which is within the legitimate interest in preserving its *'ayn* (corpus). No violation was identified at this stage, though a formal monitoring protocol disclosed to lessees would enhance the transparency required by *fiqh*'s *ghish* (deception) prohibition.

Return and Post-Rental Inspection

The return stage equipment inspection, damage assessment, and final settlement expose the most significant structural *gharar* risk in the company's operations. In the absence of a pre-defined wear-and-tear specification (noted in 4.2.3 above), the damage assessment at return is conducted by company technicians without a publicly disclosed and pre-agreed methodology. From an *Ijarah* perspective, this creates *gharar fi al-iwadh* (uncertainty in the compensation): the lessee cannot, at the time of contract formation, calculate the maximum financial exposure of the transaction, because post-return damage claims are structurally open-ended.

Iskandar et al. (2021) identify precisely this pattern undefined condition-return standards as the most common source of *gharar* in conventional equipment rental adapted to Islamic finance contexts. The solution is standard in Islamic leasing practice: a pre-agreed condition grading rubric (e.g., class A–D with defined monetary implications) appended to the contract as a mandatory annex. This does not require the company to adopt a fully Sharia-compliant institutional identity; it requires only a contractual specification practice.

Transaction Closure

The final settlement stage deposit return, final invoice clearance, and contract closure is procedurally adequate from an *ijarah* perspective provided that the preceding damage assessment ambiguities are resolved. The deposit mechanism, if structured as a security rather than as a pre-payment of uncertain future claims, is consistent with classical *fiqh* on *rahn* (pledge security). Document analysis confirms that deposits are returned in full when no damage is assessed, which satisfies the *ijarah* requirement that *ujrah* be proportional to actual usufruct received.

The Penalty Clause: A Ta'zir or Riba Analysis

The 1.2–2% per-day late-return penalty clause requires dedicated analysis because it sits at the intersection of the most contested doctrinal questions in contemporary *fiqh muamalah*. Three analytical positions can be identified in relevant scholarly literature.

The prohibitionist position, represented by classical *fiqh* scholars and contemporary figures including Al-Qaradawi (2001), holds that any financial penalty on delayed contractual performance is categorically *riba nasi'ah*: it is a financial increment on an obligation determined by the passage of time, which is the defining structural feature of interest. On this reading, CV Putra Jaya Mandiri's penalty clause is impermissible regardless of its stated purpose.

The permissibility position, formalised in OIC Fiqh Academy Resolution No. 109 (2001) and adopted in DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000, permits financial penalties for deliberate non-performance by a solvent obligor, provided that: (a) the penalty was stipulated in the original contract; (b) it is not compounding; (c) it functions as a deterrent rather than an investment return; and (d) collected penalties are distributed as *infaq* (charity) rather than retained as income. Usmani (2002, p. 117) provides the clearest doctrinal elaboration of this position, arguing that the *ta'zir* rationale disciplining wilful non-compliance is categorically distinct from the *riba* rationale of compensating capital's time value.

Table 2. Ijarah Compliance Assessment by Transactional Stage

Stage	*Rukun* & *Syarat*	*Gharar* Status	*Riba* Risk	**Overall**
Registration & Order	Compliant	Minor gap (purpose)	None	Substantially Compliant
Verification & Approval	Compliant	Minor (price range)	None	Substantially Compliant
Contract Formation	Mostly Compliant	Moderate (no serial no.; no wear definition)	None	Partial Gap

Payment	Compliant	None	None	Compliant
Delivery & Handover	Compliant	None	None	Compliant
Monitoring & Maintenance	Compliant	Minor (no disclosed protocol)	None	Substantially Compliant
Return & Inspection	Mostly Compliant	Significant (no condition rubric)	None	Significant Gap
Transaction Closure	Compliant	Conditional on prior gap	None	Conditionally Compliant
Penalty Clause	Contractual	None	Conditional (ta'zir criteria)	Requires Remediation

Source: Compiled from primary data analysis (2024).

CV Putra Jaya Mandiri's penalty structure partially satisfies the permissibility criteria. The penalty is contractually stipulated at the outset (criterion a) and is not explicitly compounding (criterion b). However, two criteria are unmet: the company's penalty revenue is retained as operating income rather than disbursed as *infaq* (criterion d), and there is no mechanism to distinguish between wilful delay (by a solvent lessee) and unavoidable delay (force majeure, project extension beyond lessee's control) a distinction that is doctrinally necessary for the *ta'zir* rationale to hold (criterion c). A compliant penalty structure would require: (a) explicit contractual language distinguishing force majeure from wilful delay; (b) a commitment to channel penalty revenues to charitable purposes (which need not be operationally burdensome: many Islamic firms disburse such amounts through established social funds); and (c) an absolute cap on cumulative penalty exposure per transaction to prevent the structure from becoming *riba*-like in its economic effect.

The Structural Analogy Thesis and Its Limits

The findings support a qualified version of what this study terms the *structural analogy thesis*: the proposition that conventional commercial rental law (KUHPerdata, Book III, on *huurenverhuur*) and Islamic rental law (*ijarah*) share sufficient structural architecture that a well-designed conventional contract will be largely *ijarah*-congruent without deliberate Islamic law engineering. The points of convergence are substantial: bilateral consent, object specification, price determinacy, duration determinacy, ownership retention, and maintenance allocation all have both conventional and Islamic legal expressions that are functionally equivalent in most scenarios.

The thesis has limits, however, that are theoretically significant rather than merely operational. The *gharar* prohibition's granularity demands for a level of contractual specification that conventional law treats as implicit understanding between parties creates systematic compliance gaps that structural analogy cannot close. When KUHPerdata Article 1550 says the lessor must deliver the object in a *well-maintained condition*, it relies on judicial interpretation of reasonableness for gap-filling; when *ijarah* law says the object must be specified without *gharar*, it demands ex ante contractual specification rather than ex post judicial construction. This methodological difference generates the wear-and-tear specification gap identified at the contract formation and return stages. Rahayu et al. (2023) observe a similar pattern in Islamic bank *ijarah* financing, where the Islamic finance institutional context forces explicit specification that conventional contexts leave tacit.

The Voluntary Sharia Alignment Problem

The research site presents an analytically interesting case of what can be termed *involuntary partial compliance*: a conventional firm that satisfies a substantial portion of Islamic commercial law's requirements without having designed its operations with those requirements in mind. This phenomenon has broader policy implications for Indonesia's Islamic economy integration agenda. If conventional firms in the real sector are already structurally proximate to *ijarah* compliance, the marginal cost of full alignment is relatively low a finding that argues for targeted regulatory incentives (tax benefits, government contract preferences) for firms that achieve certified Sharia alignment rather than the costly infrastructure of a separate Islamic real-sector economy.

This reading challenges the institutional separatism implicit in some Islamic economics scholarship, which treats the Islamic and conventional economies as requiring parallel institutional architectures. The evidence from this case suggests that for the real sector as opposed to the financial sector where the distinction between permissible and impermissible instruments is more fundamental a convergence model may be theoretically justified and practically achievable. Iqbal and Mirakhor's (2011) argument that Islamic finance's value-added lies in its distributional and risk-sharing properties rather than its formal institutional separation is empirically supported here: the most significant compliance gaps are not about fundamental incompatibility but about contractual precision and penalty revenue allocation.

Implications for the Fiqh Discourse on Ta'zir bi al-Mal

The penalty clause analysis contributes empirical data to an ongoing doctrinal debate. The real-sector evidence reveals a practical difficulty with the *infaq* disbursement requirement that theoretical *fiqh* discussions rarely acknowledge: a small construction equipment rental firm generating penalty revenues of perhaps IDR 200,000–500,000 per late-return incident lacks the institutional infrastructure to administer a formal charitable distribution mechanism. The administrative burden is disproportionate to the amount. This suggests that the OIC Fiqh Academy's *infaq* requirement, while doctrinally sound, requires a practical operationalisation mechanism perhaps a sectoral pooling arrangement where industry associations collect and disburse penalty revenues on behalf of member firms to be viable at the SME level. Al-Suwailem (2006) notes that *fiqh* rules must be assessed for their *maslahah* (public interest) effects when operationalised at scale; the institutional burden of the *infaq* requirement suggests that a proportionate operationalisation would serve *maslahah* better than strict insistence on firm-level administration.

Conclusion

This study has demonstrated that CV Putra Jaya Mandiri's heavy equipment rental operations are substantively, if not formally, congruent with the doctrinal requirements of *ijarah* at six of eight transactional stages, with residual gaps concentrated in contractual specification precision (wear-and-tear definition, equipment serial identification) and penalty clause architecture. The firm's inadvertent partial compliance supports the structural analogy thesis and argues for a convergence-based approach to Indonesia's Islamic economy integration in the construction real sector.

The diagnostic audit framework developed here mapping eight transactional stages against five Islamic legal criteria is replicable across equipment categories, firm sizes, and sector contexts, offering a methodological contribution to the empirically thin literature on real sector *ijarah* compliance. Practically, three prioritized remediation steps are recommended for firms in analogous positions: (1) append a standardized equipment condition grading rubric as a mandatory contract annex; (2) restructure the penalty clause to distinguish willful delay from force majeure and to comply with the four *ta'zir* legitimacy criteria of DSN-MUI Fatwa No. 17/DSN-MUI/IX/2000; and (3) introduce an equipment purpose-declaration field in the order registration form to close the *mubah* specification gap.

Future research should extend this single-case analysis to a comparative multi-firm study across the Indonesian construction equipment rental sector, quantify the compliance gap reduction achievable through the identified remediation steps, and explore the institutional design of sectoral *ta'zir* revenue pooling mechanisms. A comparative study across ASEAN jurisdictions with active Islamic economy integration agendas (Malaysia, Brunei, Indonesia) would situate Indonesia's real-sector convergence model within a regional policy context.

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