



Brokerage in Property Business According to DSN-MUI Fatwa No. 9

Aqli Mubarak¹, Afrizal Fadillah², Vita Sarasi³

^{1,2,3} Universitas Padjadjaran, Sumedang, Indonesia

Article Info

Article History

Submitted 22-12-2025

Revised 15-01-2026

Accepted 16-02-2026

Published 08-03-2026

Keywords:

Property Brokers,

Wasathah,

Islamic Economic Law,

DSN-MUI Fatwa,

Sharia Contracts

Correspondence:

aqli.mubarak@unpad.ac.id

Abstract

This research analyzes the legal framework that governs the operation of intermediaries in the property sector through the lens of sharia economic law, emphasizing the regulatory function of DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 on intermediaries (*wasathah*). In the modern property market, brokerage services are essential to speed up transactions and improve market efficiency; however, their acceptance under Islamic law depends on a well-defined contractual framework and adherence to Sharia norms. This study uses a normative juridical method through a qualitative doctrinal examination of Islamic legal sources, DSN-MUI fatwas, and related legislative restrictions. The results show that property brokers are legally acceptable under Islamic law when executed through genuine Sharia contracts, specifically *wakalah bi al-ujrah*, *ju'alah*, or *samsarah*. These contractual agreements require transparency, mutual agreement, explicitly defined payments (*ujrah*), and exclusions of unfairness, fraud, or exploitation. The analysis shows that DSN-MUI Fatwa No. 93/2014 establishes a normative basis for brokerage practice by highlighting the mutual benefits (*maslahah*) for property owners, buyers, and intermediaries. This essay improves Islamic economic law by explaining the validity of property brokerage law and emphasizing its significance in promoting equality, legal certainty, and efficiency in contemporary property transactions.

Penelitian ini menganalisis kerangka hukum yang mengatur operasional perantara di sektor properti melalui perspektif hukum ekonomi syariah, dengan menekankan fungsi regulasi Fatwa DSN-MUI No. 93/DSN-MUI/IV/2014 tentang perantara (wasathah). Di pasar properti modern, layanan perantara sangat penting untuk mempercepat transaksi dan meningkatkan efisiensi pasar; namun, penerimaannya dalam hukum Islam bergantung pada kerangka kontrak yang jelas dan kepatuhan terhadap norma syariah. Studi ini menggunakan metode yuridis normatif melalui analisis doktrinal kualitatif terhadap sumber-sumber hukum Islam, fatwa DSN-MUI, dan pembatasan legislatif terkait. Hasil penelitian menunjukkan bahwa broker properti diperbolehkan secara hukum dalam syariat Islam jika dilakukan melalui kontrak syariah yang sah, khususnya wakalah bi al-ujrah, ju'alah, atau samsarah. Perjanjian kontrak ini memerlukan transparansi, kesepakatan bersama, pembayaran yang jelas (ujrah), dan pengecualian terhadap ketidakadilan, penipuan, atau eksploitasi. Analisis menunjukkan bahwa Fatwa DSN-MUI No. 93/2014 menetapkan dasar normatif untuk praktik perantara properti dengan menyoroti manfaat bersama (maslahah) bagi pemilik properti, pembeli, dan perantara. Esai ini memperkaya hukum ekonomi Islam dengan menjelaskan validitas hukum



perantara properti dan menekankan signifikansinya dalam mempromosikan kesetaraan, kepastian hukum, dan efisiensi dalam transaksi properti kontemporer.

A. INTRODUCTION

In recent years, property transactions in Indonesia have proliferated, increasingly involving developers and individual investors with significant financial resources. Property is often seen as a profitable investment vehicle, with transactions typically occurring through sales or lease agreements. However, many parties do not have sufficient time, competence, or market access to conduct property transactions independently. This situation has made the services of intermediaries—brokers or agents—important in the modern property market (Damirah et al., 2023).

Intermediaries in commercial practice promote or facilitate the transfer of another party's property based on remuneration arrangements with the owners. The Commercial Law Code (KUHD) as a codification of commercial law of Dutch heritage still recognizes the existence of brokers in Book I article 62-73, which regulate their rights, obligations, and compensation. However, in modern property practice in Indonesia, transaction regulation does not solely refer to the Criminal Code, but also to the Civil Code, the Basic Agrarian Law, and other sectoral regulations, so that the relevance of the Criminal Code is limited and contextual.

In Islamic jurisprudence, the practice of intermediary is conceptually associated with *samsarah* or *wasathah* and in *principle* is permissible in *fiqh muamalah* as long as it fulfills the principles of *taradhi* (willingness of the parties), transparency, and justice, as well as avoiding prohibited elements such as *gharar* and unfair exploitation (Hasan, 2003; Nawawi, 2012; Sabiq, 1996; Syafie, 2025). Within the framework of Indonesia's modern sharia governance, DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 affirms the legitimacy of intermediary practices (*wasathah*) in the property sector as long as they are in accordance with sharia principles.

Despite the prevalent use of brokerage services, legal and sharia contract ambiguities persist regarding the extent of brokerage power, *ujrah*/commission configurations, and protection against conflicts of interest in contemporary property transactions. Previous research has shown that brokerage practices often include some potential contract configurations and role arrangements that may not be explicitly articulated in the contract, resulting in ambiguity regarding the distribution of duties and payment rights. The empirical analysis of property brokerages based on

Fatwa No. 93 underscores the practical difficulties in guaranteeing compliance and enforceability of Nurjaman *et al.*, (2022) *the ujah* and brokerage systems, especially in the event of a conflict. In addition, brokerage methods can trigger governance issues, including information asymmetry, double agency, and ethical vulnerabilities, especially if contractual restrictions and safeguards are inadequate. Normative criticism points out that Fatwa No. 93/2014, while establishing a fundamental permit, lacks operational safeguards and dispute resolution criteria that address the realities of modern intermediaries, consequently leaving room for potential exposure to Damirah *et al.* (2023) *gharar* and conflicts of interest. (Syafie, 2025).

So far, most prior studies on intermediary practices in Indonesian property transactions have been descriptive, focusing mainly on either positive law or *fiqh muamalah* concepts. However, they have neither incorporated the Commercial Code (KUHD) and the DSN-MUI Fatwa within a unified analytical framework nor conducted a normative evaluation based on *maqāṣid al-sharīʿah* as a substantive basis for assessing justice, protection of rights, and the prevention of *gharar*. In particular, no study has integrative linked the provisions of the KUHD with the fatwas of the National Sharia Council of the Indonesian Ulema Council, especially Fatwa DSN-MUI No. 93/DSN-MUI/IV/2014, in a coherent analytical framework. Therefore, this study seeks to fill this gap by offering a normative analysis that integrates positive commercial law and sharia governance from the perspective of *maqāṣid al-sharīʿah*.

This paper analyzes the practice of property brokerage from the perspective of sharia economic law, by specifically evaluating the adequacy of Fatwa-DSN-MUI No. 93/DSN-MUI/IV/2014 as a sharia contractual framework. This study adopts a normative juridical approach (doctrinal legal research) to evaluate the practice based on positive Indonesian law and Al-Sharia principles

B. RESEARCH METHODOLOGY

This study uses a normative juridical research methodology that utilizes qualitative legal analysis. This research is structured as doctrinal legal research, concentrating on the analysis of the legal norms that govern brokerage practices in the property sector from the point of view of Islamic economic law. (Country, 2023)

This research is based on secondary legal resources. Primary legal sources include DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014, classical *fiqh muʿāmalāt* literature, and related laws governing the services of intermediaries and intermediaries.

Secondary legal material consists of scientific publications, peer-reviewed journal articles, and authoritative texts on Islamic economic law and property transactions.

This study analyzes the normative substance of Sharia legal norms and contracts related to intermediaries (*wasathah*), especially *wakālah bi al-ujrah*, *ju'ālah*, and *samsarah*. The data were examined through descriptive-analytical and normative interpretation methods to evaluate the alignment of the property broker's operations with Sharia principles, which include legal clarity, contract validity, and equity. brokerage practices in the property business and its adherence to sharia principles.

C. RESULTS AND DISCUSSION

In the realm of Islamic jurisprudence, brokerage activities, known as *samsarah* or *wasathah* are conceptualized as intermediary services that facilitate transactions between sellers and buyers in exchange for *ujrah*. Normatively, this practice is rooted in the general principle of *muamalah* in the Qur'an, especially the command to uphold justice and the prohibition of eating other people's property nullly as affirmed in QS. An-Nisa [4]: 29, as well as the principle of helping in kindness in QS. *Al-Maidah* [5]: 2. In a hadith, the Prophet صلى الله عليه وسلم Muhammad said, "Muslims are bound by the terms they have agreed upon," which is the basis of contractual legitimacy as long as it does not contain prohibited elements.

Subsequent doctrinal developments have situated brokerage practices within recognized Sharia contractual structures, particularly *Wakālah Bi al-Ujrah*, *Ju'ālah*, and *Samsarah*. Although all three permit compensation for intermediary services, they differ in their normative structure: *wakālah bi al-ujrah* is based on delegated authority with a predetermined fee, *ju'ālah* is outcome-oriented and rewards the intermediary only upon successful completion of the specified result, while *samsarah* refers more specifically to brokerage as an intermediation activity in facilitating transactions between parties for an agreed commission. This distinction is important because Fatwa DSN-MUI No. 93/2014 accommodates variations in contractual form, and without such differentiation, the legal analysis risks becoming overly general (Mas'adi, 2002; Hasan, 2003; Masputra & Akbar, 2017).

Wakalah bi al-ujrah is a representative contract with fixed remuneration, in which the agent acts on behalf of the authorized person and obtains the agreed *ujrah*, regardless of the level of difficulty of implementation, as long as the mandate is carried out according to the provisions. On the other hand, *sales* are result-based, where

compensation is only given when certain goals are achieved, so that the risk of success is greater with the executor. *Samsarah* is classically understood as a form of trade intermediary that stands between the seller and the buyer, with compensation that can be in the form of a percentage or price difference based on the agreement.

This differentiation is important because the DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 basically opens up the possibility of variations in the structure of contracts in the practice of sharia property intermediaries (DSN-MUI, 2014). Without such conceptual desegregation, normative analysis of rights, obligations, risk distribution, and the validity of *ujrah* has the potential to become too general. Therefore, this study distinguishes the three structures to assess the extent to which each model is most in accordance with the principles of avoidance of *gharar*, justice (*adl*), and the achievement of *maslahah* for the parties.

Within the Indonesian context, the legitimacy of property brokerage under Fatwa DSN-MUI No. 93/DSN-MUI/IV/2014 should be analyzed together with Law No. 8 of 1999 on Consumer Protection, Law No. 1 of 2011 on Housing and Residential Areas, and the relevant ministerial trade regulations on property brokerage businesses. Such an integrated approach is necessary because brokerage in the property sector raises not only issues of contractual validity under Sharia, but also questions of consumer protection, legal certainty, and market accountability. Nevertheless, the prevailing literature has largely concentrated on the permissibility of brokerage contracts, without systematically linking the DSN-MUI Fatwa to these sector-specific legal regimes (DSN-MUI, 2014).

However, in the practice of the modern property sector, the normative legitimacy cannot be separated from the broader national legal framework. Property transactions are also subject to the provisions of Law No. 8 of 1999 concerning Consumer Protection, which affirms consumers' rights to correct information, transparency, and protection from harmful practices (Law No. 8 of 1999). In addition, this sector is regulated in Law No. 1 of 2011 concerning Housing and Residential Areas, which regulates the responsibilities of business actors in property development and marketing (Law No. 1 of 2011).

In terms of professional institutions, the practice of property agents is also related to licensing regulations and competency standards set by the government through the mechanism of business licensing and professional certification. Thus, an analysis of the practice of sharia property brokerage is not enough to assess the

feasibility of the contract doctrinally, but must also consider the dimensions of consumer protection, legal certainty, and institutional governance within the framework of national regulations. This integrative approach is important to ensure that the legitimacy of sharia is in line with the principles of accountability and market efficiency in the Indonesian legal system

In addition to normative issues, property brokerage practices in Indonesia also reveal empirical problems that strengthen the urgency of this research. One of the most common issues concerns disputes over brokerage commissions (*ujrah*), particularly where no written agreement clearly regulates the amount of commission, the timing of payment, and the conditions for entitlement. Empirical studies show that such conflicts often arise from ambiguity regarding the broker's role in the negotiation process and whether the broker may be regarded as the procuring cause of the transaction (Yunus, 2023). In Indonesian civil court practice, commission claims are generally pursued through tort-based litigation under the Civil Code, indicating that the enforceability of *ujrah* largely depends on the clarity of the contractual arrangement.

In addition, the practice of *dual agency*, namely when one broker represents both seller and buyer in the same transaction, has also been widely studied in the property law literature. From the perspective of agency theory, comparative studies show that dual agency has the potential to cause structural conflicts of interest because agents find it difficult to maintain a balanced fiduciary obligation to both parties (Jensen & Meckling, 1976; Marsh & Zumpano, 1988). In the Indonesian context, the absence of explicit arrangements regarding dual agency restrictions increases the risk of information asymmetry and the potential for abuse of dominant positions by intermediaries. These conditions can clash with the obligation to provide correct information and good faith as affirmed in Law Number 8 of 1999 concerning Consumer Protection.

From the perspective of sharia economic law, the practice of dual agency also has the potential to contain elements of *gharar* and conflict of interest if it is not accompanied by transparency and explicit consent from both parties. Therefore, the empirical problems of commission disputes and the practice of double agency show that the gap in property brokerage regulation is not only theoretical, but real in market practice. This strengthens the urgency of evaluating the DSN-MUI Fatwa No. 93/2014

to assess whether the available normative framework is sufficiently responsive to these empirical dynamics.

Previous research in Islamic economic law has not thoroughly examined the regulatory challenges arising from the modern property market, especially with regard to double agency, information asymmetry, and dispute resolution regarding unpaid *ujrahs*. This gap demonstrates the need for an in-depth legal-economic examination that not only affirms the acceptance of intermediaries within the framework of Islamic law but also assesses its effectiveness in reducing legal risks while promoting equality and efficiency in contemporary property transactions. The study strategically places itself in this gap by rigorously analyzing the practices of property brokers based on the DSN-MUI Fatwa No. 93/2014 through the lens of Islamic economic law.

Results

The findings of this study show that brokerage activities in property are permitted under Islamic law, subject to adherence to Sharia principles and contractual frameworks recognized by the National Sharia Council (DSN-MUI). DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 affirms that *wasathah* gives the intermediary the legal right to receive compensation, either as wages (*ujrah*) or profits (*al-ribh*), provided that the amount and method of remuneration are explicitly described and mutually agreed upon by the contracting parties.

The analysis describes three main Sharia contracts related to brokerage activities in the property industry. Initially, *the wakālah bi al-ujrah* appointed the broker as the authorized agent to represent the property owner in exchange for an agreed fee. Second, *ju'alah* creates a framework of conditional compensation, in which payment is guaranteed upon the successful execution of a specified work, such as the sale of property. Third, *samsarah* operates as a brokerage contract that allows the intermediary to earn a commission or profit margin in accordance with the previous agreement. Each form of contract describes the rights and obligations of the parties involved and requires clarity, transparency, and mutual agreement to achieve compliance with Sharia law.

Reporting Research Results

Property brokers perform various intermediary roles, such as marketing properties, negotiating prices, escorting potential buyers, verifying legal documents, and coordinating transactions with notaries or other legal entities. Compensation is

usually set as a predetermined fee or proportion of the value of the transaction, as mutually agreed upon by the parties in advance.

If evaluated against Fatwa No. 93/DSN-MUI/IV/2014 on Intermediaries (*samsarah*) in Property Transactions, the structure of property brokerage practice is, in principle, consistent with Sharia provisions insofar as there is a clear contract between the broker and the represented party, clarity regarding the form and amount of *ujrah*, and the absence of *gharar*, *tadlis*, and conflicts of interest. However, the findings show that its implementation is not always fully aligned with the Fatwa. In particular, commission agreements are sometimes not documented in writing, creating legal uncertainty, while dual agency without full disclosure to both parties may conflict with the Sharia principles of transparency and justice. Therefore, although the practice is conceptually compatible with the contractual structure permitted under Fatwa No. 93/2014, its implementation does not always satisfy the required standards of contractual certainty, transparency, and conflict-of-interest mitigation.

The findings also illustrate that brokerage techniques are considered unlawful under Islamic law when they cause injury to sellers or buyers, including dishonest behavior, or result in exploitation. Brokers are strictly prohibited from operating without appropriate authority, distorting facts, or manipulating prices without the explicit consent of the property owner. Such methods are contrary to the ideals of equality and trust that are the basis for Sharia-compliant commercial transactions.

In the context of positive regulation, this practice can also be contrary to the provisions of Fatwa Number 93/DSN-MUI/IV/2014 concerning Intermediaries (*samsarah*) in the Sale and Purchase of Property which requires a clear contract, valid authority from the party represented, and clarity of *ujrah*. Brokers who operate without the explicit authorization of the property owner or who manipulate prices without consent may be considered to be in violation of the basic principles of *samsarah* as stipulated in the fatwa.

Furthermore, in the national legal system, the act of distorting facts or concealing material information has the potential to violate the obligation of good faith in Article 1338 of the Civil Code as well as the obligation to provide correct information as stipulated in Law Number 8 of 1999 concerning Consumer Protection. If the practice causes concrete losses, it can be qualified as a default or even an unlawful act (PMH).

Thus, brokerage violations are not merely ethical or moral issues, but may constitute breaches of sharia contractual norms, Fatwa DSN-MUI No. 93/DSN-

MUI/IV/2014, the principle of good faith under Article 1338 of the Indonesian Civil Code, and the obligation to provide accurate information under Articles 7 and 8 of Law No. 8 of 1999 on Consumer Protection. Accordingly, such deviations may give rise to real legal consequences under both sharia and Indonesian positive law.

Discussion

This study assesses the ability of DSN-MUI Fatwa No. 93/2014 to regulate the practice of property intermediaries in sharia economic law. These findings support *classical fiqh mu'āmalāt*, asserting that intermediaries (*wasathah*) are legal with proper Sharia contracts. Discussions show that contract permits do not guarantee legal certainty, consumer protection, or economic efficiency in the modern property market.

1. Legal certainty, consumer protection, and *maslahah* based on Fatwa DSN-MUI 93/2014

The investigation determined that DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014 indirectly safeguards consumers, as opposed to explicitly. The foundation of this protection can be traced back to Clause One point (8), which prohibits *gharar*, unfairness, and unethical brokerage techniques, Clause Three points (1)–(5), which mandate that the brokerage contract be free from excessive uncertainty, clearly define the object of work, duration, and the broker's actual performance, and ensure adequate knowledge of the property price, and Clause Four points (1) and (3), which require clarity of *ujrah* and deny compensation in the event that the broker fails to sell or sells at the same price as the owner. This provision is indicative of the classical Islamic law's emphasis on transparency and fairness in intermediary transactions, which bolsters the notion that intermediaries are permissible when they are conducted ethically and through transparent contractual arrangements. Nevertheless, the DSN-MUI fatwa on *wasathah* requires additional normative development to ensure that the parties are provided with substantive, rather than merely formal, protection, as argued by Masputra & Akbar (2017) and Nurjaman et al. (2022). In the absence of standardized brokerage contracts, disclosure obligations, and expressly defined consumer rights, legal certainty may be compromised, and consumers may be exposed to asymmetric information.

The clause regarding the clarity of the contract and *ujrah* normatively functions as a protection mechanism against commission bias, because it requires a transparent agreement before services are provided. Meanwhile. The prohibition of *gharar* and

practices that are detrimental to others are the basis for protection against information manipulation and conflicts of interest. However, the fatwa does not explicitly formulate consumer rights, the obligation to disclose information in detail, or standard contractual standards for property brokers.

Thus, it can be said that the protection in Fatwa No. 93/2014 is normative-principled and implicit, not protective-operational. It sets ethical and sharia parameters that must be complied with, but does not regulate in detail the mechanisms of supervision, sanctions, or contractual documentation standards. This condition is different from the approach of Law Number 8, 1999 Consumer protection which explicitly formulates the rights and obligations of the parties and the consequences of violations.

This finding is in line with the view of Nurjaman *et al.* (2022) who stated that DSN-MUI fatwas, especially those regulating *wasathah*, still need normative strengthening in order to be able to provide substantive protection, not just formal legitimacy for the ability of contracts. Therefore, although fatwas have provided an ethical and contractual foundation, there is a need to develop more operational derivative instruments to ensure legal certainty and minimize information asymmetry in property brokerage practice.

2. Conflict of Dual Agency, Trust, and Interests

The report also points out that double-agency brokerage—where brokers represent sellers and buyers—pose Sharia and legal difficulties. This action can violate the mandate and increase *the risk of gharar* in pricing and commissioning. Damirah *et al.* (2023) emphasizes that the management of Islamic brokers must avoid conflicts of interest that endanger trust and justice. Dual agency arrangements can cancel brokerage contracts without mutual knowledge and consent. These findings support economic law research that shows that conflicts of interest and information asymmetry increase transaction costs and disrupt market efficiency.

3. Dispute Resolution and *Ujrah* Enforcement

According to the teachings of Islamic law, *ṣulḥ* (peaceful settlement) is the primary method of resolving disputes over unpaid *ujrah*. Sharia arbitration institutions such as the National Sharia Arbitration Board (BASYARNAS) and religious or civil courts can provide legal remedies if the settlement fails. Emphasize that the clarity of the contract is essential for the enforcement of the broker's rights. The study supports this idea by finding that the absence of a clear or written intermediary

agreement reduces the legal standing and increases the uncertainty of law enforcement, resulting in economic inefficiencies. This emphasizes the practical need for a written agreement or memorandum of understanding (MoU) that defines (Damirah et al., 2023) *ujrah*, which is usually 3% of the transaction value.

4. Regulation Coherence and Market Efficiency in Islamic Economic Law

Legally-economically, confusing brokerage arrangements increase transaction fees and asymmetry of property market knowledge. DSN-MUI Fatwa No. 93/2014 validates the Sharia legitimacy of brokerage activities, but additional normative elaboration is needed to improve legal clarity and market efficiency. agreed, emphasizing the importance of regulatory coherence in Islamic economic law to implement Sharia-based policies in the modern economy. Improving disclosure standards and clarifying contracts will match brokerage activities with Sharia principles, in particular wealth protection (*hifz al-māl*). (Qolbi et al., 2024)

D. CONCLUSION

This study concludes that intermediaries in the property business are permissible under Islamic law, as affirmed by DSN-MUI Fatwa No. 93/DSN-MUI/IV/2014, depending on compliance with valid Sharia contracts and ethical principles. Brokerage activities provide substantial profits for sellers, buyers, and intermediaries by streamlining transactions and improving market efficiency. The legitimacy of brokerage practices depends on adherence to Sharia principles, which include transparency, honesty, mutual consent, and the avoidance of injustice.

The *wasathah contract* describes certain rights and obligations, especially regarding remuneration (*ujrah or al-ribh*), which must be explicitly agreed upon in advance. The application of Sharia-compliant brokerage positively affects economic activities and is in line with the ethical goals of Islamic economic law.

The study is limited by its normative juridical approach, emphasizing the analysis of doctrine and regulation rather than the empirical investigation of intermediary practice. These findings largely represent legal norms and principles, failing to take into account variations in practical implementation. Future research may utilize empirical or mixed methods to investigate the application of brokerage contracts in practice, analyze consumer experiences, and assess the economic implications of regulatory gaps in the Sharia-compliant property market. Further

research should investigate comparative regulatory frameworks to improve legal certainty and consumer protection in the practice of sharia brokerage.

This article provides three main contributions to the development of sharia economic law in Indonesia.

First, the normative-contribution of this study not only describes the ability to practice *samsarah* as stipulated in Fatwa Number 93/DSN-MUI/IV/2014 concerning Intermediaries (*samsarah*) in the Buying and Selling of Property, but also evaluates it critically using the *maqāṣid al-syariah* approach. Thus, this article expands the analysis from mere contract legitimacy to substantive assessments of property protection (*ḥifẓ al-māl*), justice (*‘adl*), and harm prevention (*daḥ al-ḍarar*).

Second, integrative-regulatory contributions. Different from previous studies that tend to be descriptive and sectoral, this article integrates the DSN Fatwa with the national legal framework, including Law Number 8 of 1999 concerning Consumer Protection and Law Number 1 of 2011 concerning Housing and Residential Areas. This integration shows that the evaluation of sharia brokerage practices cannot be separated from the dimensions of consumer protection, legal certainty, and professional governance in the Indonesian legal system.

Third, empirical-analytical contributions. By highlighting broker commission disputes and dual agency practices in the property market, this article shows that the regulatory gap is not only theoretical, but has practical implications. These findings reinforce the urgency of strengthening contractual standards and transparency mechanisms in the practice of Islamic property brokerages.

Overall, this article contributes to the development of a normative evaluation model of sharia economic fatwa that not only assesses the formal capabilities of a contract, but also tests its effectiveness in ensuring substantive justice and legal certainty in practice.

REFERENCES

- Damirah, D., Shalilah, M., Iryanto, R. K., & Alaaraj, H. (2023). Buying and Selling Broker: The Management and Islamic View. *IKONOMIKA*, 8(1), 79. <https://doi.org/10.24042/febi.v8i1.15744>
- DSN-MUI. (2014). *Fatwa No. 93/DSN-MUI/IV/2014 on Brokerage (Wasathah) in Property Business*.
- Ghufron A. Mas'adi. (2002). *Contextual Fiqh Muamalah*. Raja Grafindo Persada.
- Hasan, M. A. (2003). *Various Types of Transactions in Islam (Fiqh Muamalat)*. Raja Grafindo Persada.
- Jensen, M. C., & Meckling, W. H. (1976). Theory of the firm: Managerial behavior, agency costs and ownership structure. *Journal of Financial Economics*, 3(4), 305–360. [https://doi.org/10.1016/0304-405X\(76\)90026-X](https://doi.org/10.1016/0304-405X(76)90026-X)
- Law No. 8 of 1999 on Consumer Protection, State Gazette of the Republic of Indonesia of 1999 No. 42, Supplement to the State Gazette of the Republic of Indonesia No. 3821 (1999).
- Marsh, G., & Zumpano, L. (1988). Agency Theory and the Changing Role of the Real Estate Broker: Conflicts and Possible Solutions. *Journal of Real Estate Research*, 3(2), 151–164. <https://doi.org/10.1080/10835547.1988.12090550>
- Masputra, I., & Akbar, N. (2017). Assessing the Compliance of Online Marketplace Mechanism with Shari'ah Law (Case Study of Bukalapak). *Al-Iktisab: Journal of Islamic Economic Law*, 1(2), 157. <https://doi.org/10.21111/al-iktisab.v1i2.2390>
- Nawawi, I. (2012). *Fikih muamalah klasik dan kontemporer*. Bogor: Ghalia Indonesia.
- Nurjaman, M. I., Arzam, A., & Witro, D. (2022). Keperantaraan (Wasathah) Dan Penerapan Akad Yang Terjadi Di Dalamnya. *EL MUDHORIB: Jurnal Kajian Ekonomi Dan Perbankan Syariah*, 3(1), 38–49. <https://doi.org/10.53491/elmudhorib.v3i1.314>
- Qolbi, F. 'Ainul, Alam, F., Rizka, & Muthoifin. (2024). Sharia Hotel Management Policy: An Analysis of Islamic Attribute of Destination Theory in Indonesia and Malaysia. *Journal of Islamic Economic Laws*, 7(01), 124–137. <https://doi.org/10.23917/jisel.v7i01.5254>
- Rahman, A. S., Sembodo, C., Kurnianingsih, R., Razak, F., & Al Amin, M. N. K. (2021). Participatory Action Research Dalam Pengembangan Kewirausahaan Digital Di

- Pesantren Perkotaan. *Ulumuddin : Jurnal Ilmu-Ilmu Keislaman*, 11(1), 85–98.
<https://doi.org/10.47200/ulumuddin.v11i1.766>
- Sabiq, S. (1996). *Fi'qh us Sunnah*. Beirut: Darul Kitab al Arabi.
- Syafie, R. H. (2025). *Fiqh Muamalah (10th ed.)*. Pustaka Setia.
- Undang-Undang Republik Indonesia Nomor 1 Tahun 2011 Tentang Perumahan Dan Kawasan Permukiman [Law No. 1 of 2011 on Housing and Settlement Areas], Lembaran Negara Republik Indonesia Tahun 2011 Nomor 7, Tambahan Lembaran Negara Republik Indonesia Nomor 5188 (2011).
- Yunus, M. (2023). Praktik Samsârah Dalam Jual Beli Sepeda Motor Di Kabupaten Bondowoso Perspektif Fatwa Dsn-Mui. *Al-Hukmi : Jurnal Hukum Ekonomi Syariah Dan Keluarga Islam*, 4(2), 130–137.
<https://doi.org/10.35316/alhukmi.v4i2.4071>