

CHARACTERISTICS OF ONLINE FOOD DELIVERY SERVICES BASED ON AL-‘UQŪD AL-MURAKKABAH

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Abstract

This research is based on the fact that injustice is experienced by motorcycle drivers working as couriers for online food delivery (OFD) services. Restaurants and OFD drivers hold very weak positions and are exploited by OFD companies through mechanisms such as the rating system, fake orders, and unfair profit sharing. In this study, the author aims to explore the characteristics of *al-‘uqūd al-murakkabah* (composite contracts) in online food delivery services. Several characteristics of OFD services based on *al-‘uqūd al-murakkabah* found in this research are as follows: 1) The contract subjects are the consumers and the service providers, 2) The three service providers are united in a *syirkah abdān* (partnership of labor), 3) The involved contracts include *syirkah abdān*, sales (*bay*), agency (*wakālah*), and lease (*ijārah*), 4) Profit distribution is conducted through a revenue-sharing system.

Keywords: *legal characteristics, justice, online food delivery, al-‘uqūd al-murakkabah*

A. Introduction

Online food delivery¹ is a breakthrough that addresses the needs of modern society, especially millennials and office workers. This service provides convenience for people in fulfilling their daily needs. Without having to visit food stalls or restaurants, they can get the meals they want. By simply using their mobile devices, they can purchase food and meet their daily basic needs. There are two types of online food delivery services: the aggregator and the aggregator and the new delivery player model as well. The aggregator model connects consumers and restaurant owners directly through an online platform. Culinary business owners offer their services via phone or other means. Consumers contact the business owners through these channels, and the owners then deliver the ordered food directly using couriers assigned by the restaurant itself.

In the practice of the *new delivery player* model, consumers and producers are connected online by a third party. This service has grown alongside the emergence of startups operating in the service sector, such as Gojek with its GoFood service, Grab with GrabFood, ShopeeFood, and several other companies. In this model, transactions between customers and food providers are facilitated by a third party that provides the application platform.² There are three parties working in synergy: First, partner restaurant or food stall owners who provide food or beverages. Second, motorcycle drivers who deliver the orders; Third, the companies that provide the online food delivery service applications.³ The aggregator model presents minimal issues because the parties involved work within the same company, giving them a clear employment status—namely, employees of the food-providing restaurant under a well-defined working relationship. These workers are protected by various government regulations to ensure their welfare

¹ Online food delivery is a modern marketing strategy that connects culinary business owners with customers through telephone networks, websites, and digital applications. See: Handira Nurul Az Zahra et al., *Layanan Online Food Delivery dalam Membantu Meningkatkan Penjualan Pada Usaha Mikro*, Jurnal Penelitian dan Pengabdian Kepada Masyarakat (JPPM), Vol 2 No 2, 2021, p. 157.

² Muhammad Ali Shodiqi, *Model Bisnis dan Rantai Pasok Online Food Delivery*, <https://kanal.pengertian.tp.ugm.ac.id/menara-ilmu/2018/1377-model-bisnis-dan-rantai-pasok-on-line-food-delivery.html>. Accessed on May 13, 2024

³ Fajarizki and Komang, *Analisis Potensi Pajak Penghasilan atas Bagi Hasil yang Dibayarkan Mitra Gofood Kepada Perusahaan Gojek*, Jurnal BPPK Vol 13, No 2, 2020, p. 82

and to guarantee that they receive their rights, such as health insurance, holiday allowances, and similar benefits.⁴ This is very different from the *new delivery player* model, which leaves many problems unresolved. The partners involved in this OFD model are often disadvantaged. When motorcycle drivers encounter issues during the delivery process, the company tends to avoid responsibility and places the blame on the drivers.⁵ The partners also do not receive various benefits typically granted to employees, such as career advancement opportunities, health insurance, holiday allowances, and so on.⁶ Based on this, the author is interested in exploring a contract model that can minimize losses for one of the parties involved in online food delivery services. In this regard, the author applies the characteristics found in *al 'uqūd al murakkabah* (composite contracts), with the assumption that the implementation of *al 'uqūd al murakkabah* in online food delivery services can help reduce injustice among the partners involved in such services. This research employs normative legal research, also known as doctrinal research. This type of research is also referred to as library research or document study, as it involves the analysis of literature sources such as laws and regulations, contracts or agreements, legal theories, legal principles, and expert opinions in the field of law.⁷

B. Theoretical and Conceptual Framework

1. The Theory of Maqāṣid al-Sharī'ah

Shaykh Abdul Wahhab Khallaf stated that the primary objective of Islamic law (sharī'ah) is to realize human well-being in life by promoting all that benefits humankind and preventing anything that may harm them. This is achieved by fulfilling all human needs at the levels of *ḍarūriyyah* (essentials), *ḥājjiyyah* (complementary needs), and *taḥsīniyyah* (embellishments).⁸

Ḍarūriyyah (primary needs): Essential requirements for religious and worldly well-being. Without them, societal welfare collapses. *Ḥājjiyyah* (secondary needs): Needs that reduce difficulty and hardship. Their absence causes inconvenience but not disaster. *Taḥsīniyyah* (tertiary needs): Desirable improvements that involve adopting proper behavior and avoiding what is unreasonable or disgraceful.⁹

a) Ḥifẓ ad-Dīn (Protecting a Religion)

Protecting religion involves a safeguarding its core beliefs from harm, promoting its teachings, and forbidding actions that oppose it—like *shirk* (polytheism). To achieve this, Allah commands *jihad*, which includes struggling against enemies and apostates.¹⁰

b) Ḥifẓ an-Nafs (Protecting a Life)

Protecting life means safeguarding human existence as an honored being. It involves preventing all forms of injustice, such as murder, mutilation, or injury to the body. To protect life, Islam prohibits harming or endangering the lives of others.¹¹

c) Ḥifẓ al-'Aql (Protecting an Intellect)

Protecting the intellect means keeping the mind safe from anything that harms clear thinking, which could reduce a person's credibility or cause harm to others. Allah forbids anything that weakens the mind, such as intoxicants. At the same time, Islam encourages activities that strengthen the intellect, like seeking knowledge, thinking, and reflecting on Allah's creation.¹²

d) Ḥifẓ an-Nasl (Protecting a Lineage)

Protecting lineage means preserving human dignity and all that arises from it through the giving and receiving of love and affection. In order to protect lineage, Allah has forbidden all actions that could destroy a person's honor

⁴ Pizza Hut sebagai perusahaan yang membuka layanan OFD memperlakukan kurir mereka sama dengan karyawan lainnya. Mendapatkan gaji di atas UMR dan memperoleh BPJS kesehatan, BPJS ketenagakerjaan dan lainnya. Lihat <https://dinaspajak.com/gaji-karyawan-pizza-hut.html>. Accessed on June 6, 2024

⁵ Sinthiarahma Felyna Megawati and Ahmad Sudiro, *Perlindungan Hukum Bagi Pengemudi Driver Ojek Online Terhadap Pembatalan Sepihak oleh Konsumen yang Tidak Beriktikad Baik*, Jurnal Adigama, Vol. 3 No. 2, Desember 2020, p. 1327

⁶ Nabiyla Risfa Izzati, *Disebut "mitra" tapi tak ada payung hukumnya: pekerja gig economy tidak terproteksi*, <https://theconversation.com/disebut-mitra-tapi-tak-ada-payung-hukum-nya-pekerja-gig-economy-tidak-terproteksi-190464>, Accessed on May 20, 2024

⁷ A'an Efendi, Dyah Ochtorina and Rahmadi Indra, *Penelitian Hukum Doktrinal*, (Jogjakarta: Laksbang Yustitia, 2019), h, 50

⁸ Abdulwahab Khallaf, *Ilm Uṣūl al-Fiqh*, (Bairut: Dār al-Qalam, 1974), p. 196

⁹ As-Syātibī, *Al-Muwāfaqāt min Uṣūl al-Aḥkām*, juz II (Bairut: Dār al Fikr, 1992), p. 3-5

¹⁰ Abdullah bin Yusuf al-Judai', *Taisir Ilmu Usul al Fiqh*, (Beirut: Dar al-Fikr, 2000), 86

¹¹ Abdullah bin Abdulhaq al Bagdadi, *Taisir al-Wusul ila qawa'id al-Usul wa Maqa'id al Ushul*, (Bairut: Dar Al Fikr, 2016), h.304

¹² Abū Zahrah, *Ushūl al Fiqh*, (Bairut: Dār al Qalam, 1957), h, 367.

and reputation, such as promiscuity, illicit sexual relations, false accusations of adultery, human cloning, and the like.

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e) *Ḥifẓ al-Māl* (Protecting a wealth)

Protecting wealth means ensuring everyone's right to own and use property fairly. It includes religious rules that forbid violating others' rights and requires justice and mutual consent in transactions. Allah forbids theft, fraud, robbery, and similar acts, while also providing guidelines for buying, selling, leasing, lending, and other financial dealings.¹⁴

2. Definition of Al-'Uqūd Al-Murakkabah

Aqd (contract) is asingular form, while *'uqūd* is its plural. Etymologically, the word *'aqd* means to bind or to establish an agreement.¹⁵ In Islamic legal terminology, *'aqd* refers to a binding commitment that gives rise to obligations, or a contract characterized by an offer (*ījāb*) and acceptance (*qabūl*) in accordance with the principles of Islamic law, which results in legal consequences regarding the agreed-upon object.¹⁶ The word *murakkabah* is the passive participle (*ism maf'ūl*) derived from the verb *rakkaba-yurakkibu-tarkībān*, which means to combine, to stack, or to place one thing on top of another. Terminologically, *murakkabah* has several meanings: 1) A collection of several elements that form a single entity and are referred to by one name; 2) Something composed of two or more components that together create a new identity; 3) The act of placing one thing upon another or combining one element with another.¹⁷ The first definition is more comprehensive and used to explain al-'uqūd al-murakkabah in Islamic law. It refers to a combination of several contracts treated as one. The term *murakkab* has two sides: it is multiple because it involves more than one contract, yet it is one because the contracts are united into a single outcome.¹⁸

Based on this definition, *al-'uqūd al-murakkabah* can be defined as "a combination of several types of contracts (related to financial matters) that are interconnected in such a way that they result in rights and obligations as if they were a single contract."¹⁹ Al-'uqūd al-murakkabah differs from al-'uqūd al-muta'addidah in structure and legal effect. In al-murakkabah, contracts are combined and inseparable, producing a single legal outcome. In al-muta'addidah, each contract stands alone, with its own legal consequence. Meanwhile, in al-mujtami'ah, contracts are carried out as one whole, unlike al-muta'addidah, where they are carried out separately.²⁰ Al-'uqūd al-murakkabah can take five forms as outlined by Abdullah Muhammad al-Imrani, namely; 1) conditional contracts (*al-'uqūd al-mutaqābilah*), 2) Combined contracts (*al-'uqūd al-mujtami'ah*), 3) contradictory contracts (*al-'uqūd al-mutanāqidah*, *al-mutaqādah*, and *al-mutanāfiyah*), 4) Different contracts (*al-'uqūd al-mukhtalifah*), and 5) Homogeneous contracts (*al-'uqūd al-mutajānisah*).²¹

1) Conditional or Dependent Contract (*al-'uqūd al-mutaqābilah*)

Etymologically, *mutaqābilah* means 'reciprocal' or 'facing each other.' It is used for *al-'uqūd al-mutaqābilah* because the two contracts depend on each other—the validity of one relies on the other. This type of contract, also called a conditional contract (*isytirāṭ 'aqd bi 'aqd*), has long been practiced in daily life. For example: 'I will sell you my house if you sell me your car.'²²

2) Combined Contract (*al-'uqūd al-mujtami'ah*)

Al-'uqūd al-mujtami'ah refers to a form of combined contract that merges several transactions into a single agreement. It may consist of two or more contracts with different legal consequences and can be structured with either a single price or multiple prices. Example with multiple prices: "I will sell you my house on Sumatra Street for five hundred million rupiah and rent you my other house on Kalimantan Street for three hundred million rupiah." Example

¹³ Ibid, h. 268.

¹⁴ Ibid, h. 368.

¹⁵ Hasanudin, *Multi Akad Dalam Transaksi Kontemporer Pada Lembaga Keuangan Syariah di Indonesia dalam* <http://muhsin.staff.ums.ac.id/multi-akad-al-uqud-almurakka-bahhybrid-contracts-dalam-transaksi-syariat-kontemporer-pada-lembaga-keuangansyariat-di-indonesia/>, diakses tanggal 4 Mei 2016.

¹⁶ Wahbah az-Zuhaili, *Al-Fiqh al-Islāmi wa Adillatuh* juz IV, (Damaskus: Dār al-Fikr, 2002) h, 432

¹⁷ Abdullah bin Muhammad bin 'Abdullāh al-Imrānī, *al-'Uqūd al-Maliyyah al-Murakkabah Dirāsah Fiqhiyyah al mu'ashirah* (Riyad: Kunūz isybalīya, 2010), h. 45.

¹⁸ Abd al-Majīd Maḥmūd Al-Ṣallaḥīn dan Faṭḥiyyah Muḥammad Aḥmad Ziyādāt, *Al-'Uqūd Al-Murakkabah wa Asaruha fī Ḥimāyah Ra'si al-Māl*, Majallah al-'Ulūm al-Islāmiyyah wa al-Ḥaḍarāh, No 4 Vol 1, 2019, h. 618.

¹⁹ Al-Imrānī, op cit, 46.

²⁰ Lihat... Al imrani, op.cit, h. 49.

²¹ Al-Imrānī op cit, 46

²² Ibid, 57

3) Contradictory Contracts (*al-‘uqūd al-mutanāqidah*)

4) Different Contracts (al-‘uqūd al-mukhtalifah)

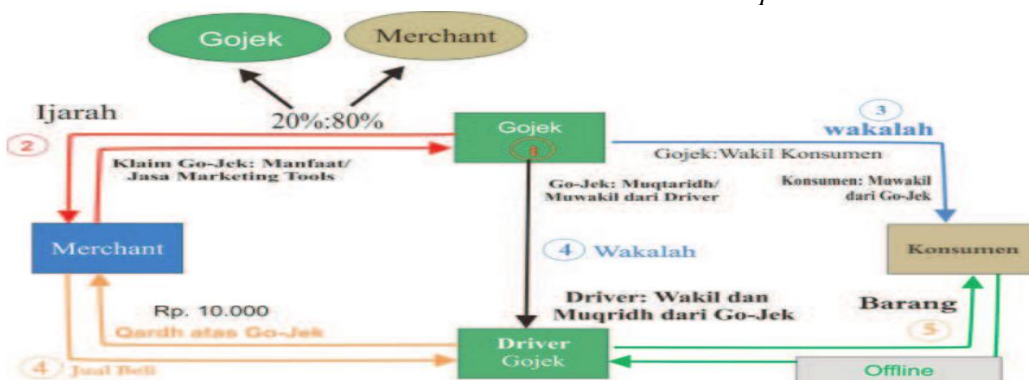
5) Homogeneous Contracts (*al-‘uqūd al-mutajānisah*)

B. Research Findings and Discussion

1. The Current Implementation of OFD Services

Scheme 1

Flow and Contracts in OFD Services without *Al-‘Uqūd Al-Murakkabah*



Source: Ria Rahmawati and Annisa Silvi Kusumastuti.²⁸

Explanation of the scheme:

1. The platform company develops the OFD (Online Food Delivery) service application.
2. Food vendors and drivers must register before using the application.

²³ Ibid., 58

²⁴ Ibid. 59.

²⁵ Ibid, 65

²⁶ Ibid, 66

²⁷ Ria Rahmawati dan Annisa Silvi Kusumastuti, *Tinjauan Hukum Islam terhadap Akad pada Aplikasi Go-Food (Studi Kasus di Perusahaan Go-Jek Cabang Madiun)*, (Al-Mu'amalat: Journal of Islamic Economic Law, Vol. 1, No. 1, 2018, h. 31).

Ria Rahmawati dan Annisa Silvi Kusumastuti. *Tinjauan Hukum Islam terhadap Akad pada Aplikasi GoFood (Studi Kasus di Perusahaan Gojek Cabang Madiun)*, Al-Mu'amalat: Journal of Islamic Economic Law, Vol. 1 Number 1, Desember 2018, hal. 26.

3. When a customer places an order through the OFD app, a *wakālah* (agency) contract is formed between the customer and the platform company. In this *wakālah* for purchasing, the customer does not pay upfront but instead asks Gojek to pay in advance. This contract shifts from a pure *wakālah* (representation) to a *wakālah wa qarḍ mustaqbal*—an agency contract with a future loan commitment. In this case, Gojek acts both as the agent and as the party promising to provide a temporary advance, while the customer acts as the principal and recipient of the advance.
4. Gojek delegates the purchase of the product to the driver, forming another *wakālah* contract between Gojek and the driver. In this step, the driver temporarily covers the cost on behalf of Gojek, as part of Gojek's commitment to advance the funds for the customer.
5. The driver delivers the food to the customer and receives payment for both the food and the delivery service.
6. The money paid by the customer serves as reimbursement for the advance initially covered by the driver, along with payment for the delivery service rendered.
7. The platform company is entitled to receive a marketing fee from the food vendor in accordance with the agreed terms.²⁹

2. The Implementation of *Murakkabah* Contracts in Online Food Delivery Services

The practice of *al-‘uqūd al-murakkabah* in Online Food Delivery (OFD) services begins with a *shirkah* contract involving three service providers: the motorcycle driver, the food vendor, and the platform operator. These three parties enter into a *shirkah* agreement to establish the OFD service. The type of partnership used is *shirkah ‘abdān*, and the profit is distributed based on a revenue-sharing percentage from each successfully completed order. Furthermore, when a customer places an order for food or beverages, a *bay’* (sale) and *ijārah* (lease/service) contract simultaneously applies between the customer and the platform operator. In practice, the platform operator displays the partner restaurant's menu, prices, and images of food or beverages within its application. Through this application, the customer places an order. The order is then forwarded to both the partner seller and the motorcycle driver. The seller is responsible for preparing the order, while the motorcycle driver delivers it to the customer. Once the order has been fulfilled, the revenue from the transaction is distributed according to the terms agreed upon in the contract.³⁰

This contract mechanism, when viewed through the classification of *al-‘uqūd al-murakkabah* as outlined by al-Imrani, falls under the typology of *multi-akad mujtami‘ah*—the combination of two or more contracts with different legal consequences into a single transaction. In this case, the combination involves a sale contract (*al-bay’*) and a lease/service contract (*al-ijārah*). The sale contract serves as the primary agreement, while the lease contract functions as a supplementary one. The multi-contract structure in OFD services that uses *al-‘uqūd al-murakkabah* consists of only two transaction models.

1) Contract Among Online Food Delivery Service Providers

The contract between the platform operator, the food vendor, and the motorcycle driver as well is a *shirkah* contract, specifically a *shirkah ‘abdān*. In the OFD service, each party performs a specific task or duty; however, there is no pooling of capital. The absence of shared capital and the clear division of responsibilities or work areas indicate that this partnership is established through the *shirkah ‘abdān* model.³¹ The agreement between the food vendor, the motorcycle driver, and the platform operator as well represents a form of *shirkah ‘abdān* involving different types of work. The vendor possesses food resources, the platform operator provides the digital application, and the motorcycle driver has the ability to deliver the food to customers. With their respective potentials and resources, these parties collaborate to carry out an action in the form of online food delivery services. Such an agreement can be classified as a *shirkah ‘abdān* partnership. In Online Food Delivery services, each party has a distinct role. The platform operator is responsible for marketing the products and managing the service flow to ensure smooth operations. The food vendor is tasked with providing the goods for sale, namely food and beverages, while the motorcycle driver is responsible for delivering the food to the customer.

²⁹ Ibid, 27-28

³⁰ Laili Hidayati Sakdiyah, *op.cit*, h. 71.

³¹ *Shirkah ‘abdān* is a form of partnership in which two or more parties collaborate to operate a business, with each party contributing labor or expertise. This may involve performing the same type of work or different tasks according to their respective *ḥirfah* (job descriptions). For example, a partnership between two or more individuals who are all tailors working together in a garment business, or a collaboration between individuals with different professions, such as a tailor and a spinner. Zakaria Al-Anshārī, *Faṭḥ al-Wahhāb*, (Beirut: Dār al-Fikr, tt), Juz 1, h. 255.

The consequence of a *shirkah* partnership is that both profit and loss are shared among all members of the partnership.³² In the context of OFD services, it is more appropriate to use a **revenue-sharing** system rather than **profit-sharing**. Implementing profit-sharing in OFD services is very difficult because each party operates independently, and the others do not have access to information about the capital or profits earned by each party.

2) Contract between the Consumer and the Online Food Delivery Service Provider

The contracts that take place when a customer orders food through an OFD (Online Food Delivery) service are a **sale contract** (*bay'*) and a **lease/service contract** (*ijārah*). The primary contract is the sale, as it represents the main objective of the transaction. The *ijārah* serves as a supporting contract, as it follows and facilitates the implementation of the sale.

a. Sale Contract ('*Aqd al-Bay'*)

In the payment process, customers are given two options: cash payment and non-cash payment. Cash payment is made after the order is received by the customer, in the form of physical rupiah currency. In non-cash transactions, the payment for the food is made at the time the order is placed, using digital rupiah currency.³³ These two payment models affect the type of sale contract applied. When the customer chooses non-cash payment, the transaction falls under the *salam* contract model—namely, the purchase of goods that are not yet present at the time of the agreement, where the buyer only knows the product through images and descriptions provided during the transaction. In OFD transactions with non-cash payment, the applicable contract is the *salam* sale.³⁴

Ḥasan Ayyūb, in his book *Fiqh al-Mu'āmalāt al-Māliyah*, states that a *salam* sale is valid if the following six conditions are fulfilled: 1) The item being ordered must be describable; 2) The description of the item must clearly specify its type and supporting characteristics; 3) The quantity or measurement of the item must be known—either by ruler, weight, or any other agreed-upon unit; 4) The delivery deadline must be clearly specified. In this regard, the sale must be conducted on a deferred basis (*mu'ajjal*), as required by Abū Ḥanīfah, Imām Mālik, and Imām Awzā'ī; 5) The agreed delivery period must be reasonable, allowing sufficient time for the seller to provide the item.³⁵ In accordance with these conditions, non-cash transactions in OFD services meet the requirements of a valid *salam* contract.

In the cash payment model, the contract that takes place is a conventional sale agreement initiated through a virtual agreement. In this case, all standard rules of sale apply—for example, the goods and payment must be exchanged within a single session (*majlis*). The seller delivers the order, and then the buyer hands over the payment. In the cash payment model, the contract that takes place is a conventional sale agreement initiated through a virtual agreement. In this case, all rules of sale apply, such as the requirement that the goods and payment be exchanged in the same session (*majlis*). In Islamic jurisprudence (*fiqh*), sales contracts are classified into four types based on the timing of delivery of the exchanged goods. **First**, absolute sale (*bay' muṭlaq*), where the goods being sold and the payment are exchanged simultaneously at the time of the contract. This type of contract is considered permissible. **Second**, a sale in which both the goods and the payment are deferred and not exchanged at the time of the contract. This is categorized as *bay' al-kālī 'bi al-kālī*, which scholars unanimously agree is prohibited. **Third**, a sale in which the goods are delivered first, while the payment is postponed to a later time. This is known as *bay' mu'ajjal*. Scholars agree that this type is permissible as long as the delay does not lead to an increase in the price. However, if the delay results in additional cost, scholars differ in opinion—some allow it, while others prohibit it. **Fourth**, a sale in which the payment is made at the time of the contract, but the goods are delivered at a later time. This type is known as *bay' salam*, and it is also considered permissible by scholars.³⁶

According to the author, the first and fourth types of sale contracts can be applied to OFD transactions using *murakkabah* contracts. In cases where a sale is considered to have occurred when the buyer and seller agree online,

³² The current OFD (Online Food Delivery) service operates using an *ijārah* (rental) contract. Merchants and drivers pay a rental fee for the use of the application to the company, based on a percentage of each order received. See Aisyah Zikro Nasution and Wahyu Ilahi Surya., *Analisis Akad Jual Beli Makanan Online Menurut Perspektif Islam*, (Jurnal Ilmu Komputer, Ekonomi dan Manajemen (JIKEM), Vol. 3, No. 1, 2023), h. 109.

³³ Fajarizki dan Komang, *Analisis Potensi Pajak Penghasilan atas Bagi Hasil yang Dibayarkan Mitra Gofood Kepada Perusahaan Gojek*, Jurnal BPPK Vol 13, No 2, 2020, h. 81

³⁴ The scholars of the Shāfi'ī and Ḥanbalī schools explain that *salam* is a contract for goods ordered with specific characteristics, in which the delivery is delayed until a predetermined time, while payment is made in full immediately upon the conclusion of the contract. Mālikī scholars state that *salam* is a sales contract in which the capital (payment) is made in advance, and the ordered goods are delivered later within a specified period. See... Dimyauddin, Djuwaini. *Pengantar Fiqh Muamalah*. (Yogyakarta: Pustaka pelajar, 2010), h. 129.

³⁵ Ḥasan Ayyūb, *Fiqh al-Mu'āmalāt al-Māliyah*, (Kairo: Dār as-Salām, 2003), h. 176.

³⁶ Ali Muhammad Wanis, *Al-Bai' bi al-ṣaman al-Mu'ajjal ma'a al-Ziyādah 'alā aṣl al-ṣaman (al-bai' bi al-Taqsit)*, (Alukah.net. 2023), h. 5.

the transaction risks falling into the second category of sale, which scholars unanimously agree is impermissible. To avoid this prohibition, the agreement made through the application must be understood as a **promise to conduct a sale**, not the sale itself. The actual sale occurs when both parties meet in person to carry out the contract, accompanied by the exchange of goods and payment. Scholars differ in opinion regarding the status of a promise in a sales transaction—whether it can be unilaterally revoked or if it is binding and must be fulfilled. The majority of scholars state that such a promise may be broken. However, 'Umar ibn 'Abd al-'Azīz and Ibn Shubrīmāh hold the view that the promise must be fulfilled, based on clear evidence from the Qur'an and the sayings of the Prophet Muhammad (peace be upon him) concerning the obligation to keep promises. Another opinion states that a promise becomes binding if breaking it causes harm to the other party. In this regard, the stronger opinion is that a promise, once made, is binding and therefore must be fulfilled,³⁷ Especially in the case of OFD, where breaking the promise will certainly cause harm to the motorcycle driver and the restaurant. The consequence of this sale contract is that the motorcycle driver does not need to use personal funds as an advance to purchase the food ordered by the customer. He is not acting as the customer's representative to collect the order, but rather as an integral part of the seller, with the task of delivering the goods to the customer. Once the customer has paid for the food, the driver's next responsibility is to hand over the payment to the platform operator, who will then distribute it according to the agreed terms.

2. Ijārah Contract (Lease/Rental Agreement)

In addition to entering into a *bay'* (sale) or *salam* contract, the customer also engages in an *ijārah* (lease/service) contract—specifically, the hiring of a service to deliver the order to the customer. Linguistically, *ijārah* means compensation, exchange, or reward. In Islamic legal terminology, it refers to a contract made to obtain the benefit or service of something from another person in return for a payment, based on a mutually agreed arrangement and specific conditions.³⁸ The practice of *ijārah* in OFD services is considered valid when it meets the conditions and pillars of *ijārah*. There are two parties involved in the *ijārah* agreement—in this case, the OFD customer and the service provider, represented by the platform operator. The offer (*ijāb*) and acceptance (*qabūl*) take place online through their respective applications. Then, there is the *ujrah* or wage paid for the food delivery service. Lastly, there is the benefit, which is the delivery of the food or beverage ordered by the customer. The food and beverages in question must be of a type that does not violate the law.³⁹

2. Characteristics of Al-'Uqūd Al-Murakkabah in Online Food Delivery Services

The use of *al-'uqūd al-murakkabah* contracts in online food delivery services establishes the *shirkah 'abdān* contract as the foundational basis for a mutual justice OFD system. It begins with an agreement among all parties involved in providing the OFD service to engage in a *shirkah 'abdān* partnership. Subsequently, when a customer places an order, the contracts applied are either *bay'* (sale) or *salam*, along with *ijārah*. The use of *salam* or *bay'* depends on the payment method chosen by the customer. According to the author, the mechanism for implementing *al-'uqūd al-murakkabah* in online food delivery services can be described as follows:

a. OFD with a cash transaction model

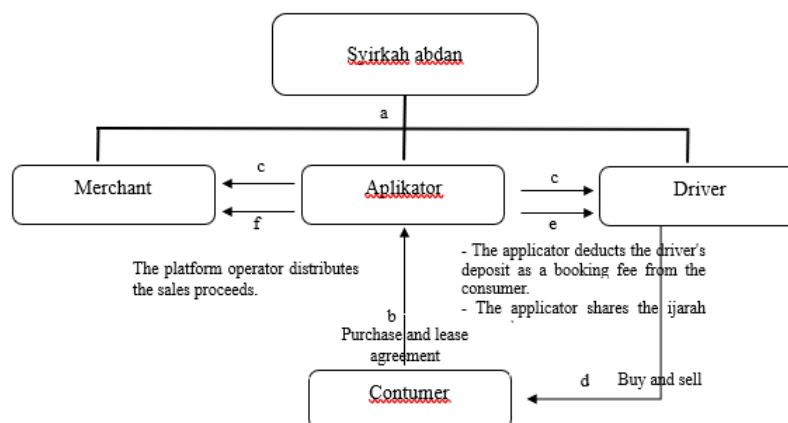
- 1) The platform operator (app provider) develops an OFD service application, and then food vendors and motorcycle drivers join as partners through a *shirkah 'abdān* contract, with profit-sharing based on a mutually agreed percentage.
- 2) When a customer places an order, a *sale* and *ijārah* contract occurs between the customer and the service provider. In this case, the platform operator is responsible for coordinating the fulfillment of the order. The platform then relays the order information to the partnered motorcycle driver and restaurant.
- 3) The motorcycle driver goes to the designated restaurant to pick up and deliver the customer's food. This stage involves the practice of *al-wa'd bi as-shirā*—a promise from the customer to purchase the ordered food. In this context, the driver collects the food from the restaurant based on the customer's promise that they will buy it.
- 4) Once the motorcycle driver arrives at the designated location, the customer purchases the food at the agreed price and pays the delivery fee in cash.
- 5) The platform operator deducts the food cost and delivery fee from the driver's deposit balance.
- 6) The platform transfers the food payment to the restaurant's bank account.

³⁷ 'Abdullāh bin Muḥammad Thabbar, et al. *al-Fiqh al-Muyassar*, (Riyād: Madār al- Wathan li al-naṣr, 2011), Juz 10, h. 28.

³⁸ Sayyid Sabiq, *Fiqh Sunnah*, (Jakarta: Pena Pundi Aksara, 2006), h. 203.

³⁹ Nurhan Al-Hadi As-Sa'id 'Urfah, *Mahiyah 'Aqd al-Ijarah wa Masyru'iyatuh wa Khashaisuh fi Fiqh Al-Islami*, (Mesir: Jami'ah al-Manshurah, 2024), h. 45.

Scheme 3:
Cash-Based OFD Flow Using Al-'Uqūd Al-Murakkabah

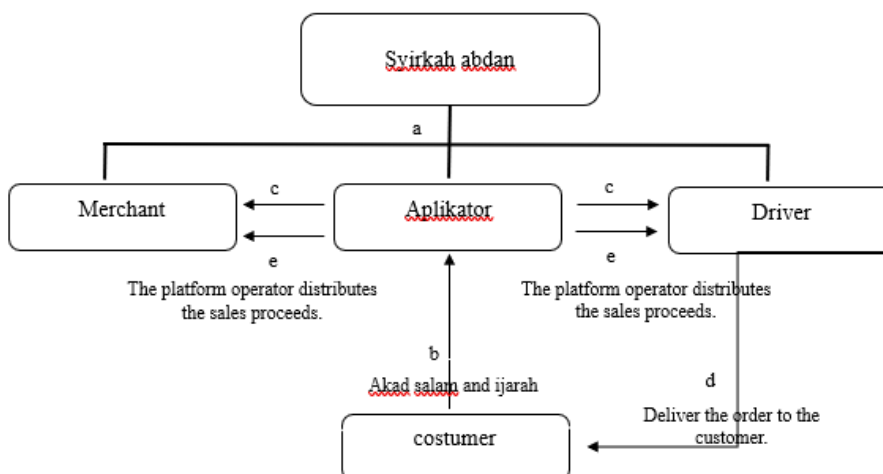


Source: Personal data, processed 2025

2) OFD non-cash transaction model

- Points a and b are the same as the cash transaction model OFD service.
- When a buyer places an order, they must pay for the food price along with the delivery fee and application rental fee. In this case, the transaction that occurs is a sale and purchase using the *salam* contract scheme and the *ijārah* contract.
- After the consumer pays the price and the rental cost, the application operator forwards the order information to the food stall and the motorcycle driver.
- The motorcycle driver goes to the restaurant to pick up the consumer's order and then delivers the order to the consumer at the specified location.
- The application operator sends the portions for the motorcycle driver and the food stall to their respective bank accounts.

Scheme 4:
The workflow of non-cash OFD services using Al-uqūd al-murakkabah.



Source: Personal data, processed 2025.

Examining the two OFD service schemes, the application of *Al-uqūd al-murakkabah* (composite contracts) in OFD services results in a *syirkah* contract (partnership) for the parties cooperating to provide the OFD service; in this case, it is a *syirkah `abdān* (partnership of services/work). Each party is a *syarik* (partner) to the other. The use of a *syirkah* contract for OFD service providers can eliminate the potential for arbitrariness, as all parties are in an equal position. This *syirkah* contract also means that each party shares equal responsibility for any potential losses that occur during the OFD service process. When a consumer makes a purchase through the application, two contracts occur: a sales contract (*bay'*) and a lease contract (*ijārah*). It is these two contracts that place the OFD service into the category of *Al-uqūd al-murakkabah* (composite contracts). These two contracts can be described as follows. In the sales contract (*aqad bay'*), the consumer's position is that of the buyer (*mushtari*), the OFD service provider as the seller (*ba'i*), the ordered food as the object of sale (*mabī'*), and the OFD service application as the medium for making the offer (*ijāb*) and acceptance (*qabūl*). Subsequently, in the lease contract (*aqad ijārah*), the

consumer is in the position of the lessee (*musta'jir*), and the OFD service provider is the party that leases out the service (*mu'jir*).

Based on the explanation above, to facilitate identifying the characteristics of *al-'uqūd al-murakkabah* in OFD services, they can be observed in the following table:

Table 3: Differences in the nature of *Al-uqūd al-murakkabah* and *Al-uqūd al-muta'addidah* in OFD services

Aspect	'Aqd Muta'addidah	Al-'Uqūd al-Murakkabah
Subjects	- Consumer - Food provider - Food delivery service provider - Application operator	- Consumer - Three OFD service providers who have entered into a <i>shirkah</i> (partnership)
Objects	- Food and beverages - Expertise	- Food and beverages - Expertise
Implementation	The consumer authorizes the application operator to purchase food. The application operator then delegates the purchase to the motorcycle driver, who subsequently delivers the order to the consumer.	The consumer purchases food from the OFD service provider, represented in this case by the application operator. After that, the three parties collaborate to complete the order successfully according to their respective expertise.
Contracts	- <i>Wakālah</i> (agency) - Sale and purchase ('<i>aqd al-bay'</i>) - <i>Ijārah</i> (lease/service contract) - <i>Shirkah 'abdān</i> (partnership based on labor/expertise)	- Sale and purchase ('<i>aqd al-bay'</i>) - <i>Ijārah</i> (lease/service contract) - <i>Wakālah</i> (agency)
Profits	Service fees calculated on a percentage basis	Profit-sharing system using a percentage according to the agreed <i>nisbah</i> (profit ratio)

Source: Personal data, processed 2025.

Based on the table above, several characteristics of *al-'uqūd al-murakkabah* in OFD services can be identified, namely:

1. The working relationship between the OFD service providers is a *syirkah 'abdān* (partnership of services/work). Meanwhile, the contract between the consumer and the service provider is one of sale and purchase (*bay'*) and lease (*ijārah*).
2. The existence of a *syirkah* contract (partnership) establishes a clear legal relationship between all parties involved in the OFD service. All parties have an obligation to fulfill the consumer's order. They must cooperate with each other in providing the OFD service because a condition of *syirkah 'abdān* is the requirement for an element of mutual assistance or cooperation between the involved parties according to their respective expertise.
3. There are two contracts that occur between the consumer and the service provider: a sales contract (*aqad bay'*) and a lease contract (*aqad ijārah*). There is no longer a contract of agency (*wakalah*) from the consumer to the motorcycle driver because a shift in the driver's position has occurred. The driver, who was initially the seller's agent (*wakil*) to purchase and deliver the goods, has now become an integral part of the service provider. Through this relationship, the motorcycle driver, as the party most often disadvantaged, can obtain legal protection.
4. There is a distribution of profits and losses using a revenue-sharing system among all OFD service provider parties. Profits are divided using a percentage system based on the selling price and service fee. When a loss occurs, for example, from a fictitious order, not only the motorcycle driver and the application operator are held responsible, but the seller is also assigned that responsibility.

D. Closing

1. Conclusion

The characteristics of online food delivery services using *al-'uqūd al-murakkabah* (composite contracts) are as follows:

- 1) The contracting parties are the consumer and the service provider, which consists of the application owner company, the motorcycle driver, and the food stall; all unified within a *syirkah abdān* (partnership of services/work).
- 2) The contract between the online food delivery service providers is a *syirkah abdān* and *wakalah* (agency), where the motorcycle driver acts as the agent (*wakil*) of the service provider to conduct transactions and deliver the food to the consumer. Meanwhile, the contract between the consumer and the service provider is a sale and purchase (*bay'*) of food or beverages and an *ijārah* (lease) for the food delivery service.
- 3) Profit distribution uses a revenue-sharing system, i.e., profit-sharing based on a percentage of the consumer's order price and delivery cost, not as a fee for renting the application as is currently applied by application companies.

2. Recommendations

To companies providing online food delivery application services, it is recommended that they update their contracts by repositioning their partners to ensure they have an equal standing, eliminate the obligation for drivers to pay upfront for food ordered by consumers to the restaurants, and implement an equal sharing of loss risks, particularly for losses not caused by the fault of any single party.

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