

Integration of Sharia Legal Principles into National Commercial Law System: A Comparative Study between Fiqh Books and Indonesian Civil Code

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Abstract. This study aimed to analyze the integration of Sharia principles into national commercial law system by comparing the classical fiqh literature with Indonesian Civil Code. The urgency of this study reflected existing ambiguities in the regulation of Sharia-based contracts in national legal system, which led to legal uncertainty in commercial practices and trade agreements affecting Muslim community. The formulated problems included (1) how could Sharia principles be integrated into national commercial law? and (2) to what extent could Indonesian positive law accommodate these principles? A normative legal study was conducted using a comparative method between Islamic and national civil law, along with qualitative analysis of relevant regulations and fatwas. The results showed that there were both similarities and differences between the two legal systems, specifically concerning the principles of mutual consent and object clarity. However, Islamic law tended to be stricter in upholding the lawfulness (halal) of the contract object and in prohibiting riba (usury) and gharar (uncertainty). Based on the results, this study recommended the reconstruction of national commercial law by integrating Sharia-based contracts, harmonizing legal norms through Supreme Court, and strengthening legal education to produce practitioners competent in both legal systems. In conclusion, the integration of Sharia principles into national commercial law enriched Indonesian legal system and fostered justice that was consistent with Islamic values.

Keywords: Commercial Law, Sharia Principles, Fiqh Books or Fiqh Literature, Indonesian Civil Code, Legal Integration

Abstrak. Studi ini bertujuan untuk menganalisis integrasi prinsip-prinsip syariah ke dalam sistem hukum dagang nasional, khususnya dengan membandingkan literatur fikih klasik dengan Kitab Undang-Undang Hukum Perdata (KUHPerdata) Indonesia. Urgensi penelitian ini muncul dari adanya ambiguitas dalam pengaturan kontrak berbasis syariah dalam sistem hukum nasional, yang dapat menimbulkan ketidakpastian hukum dalam praktik dagang dan perjanjian perdagangan yang melibatkan komunitas Muslim. Rumusan penelitian ini adalah: bagaimana prinsip-prinsip syariah dapat diintegrasikan ke dalam hukum dagang nasional, dan sejauh mana hukum positif Indonesia dapat mengakomodasi prinsip-prinsip tersebut? Penelitian ini menggunakan metode hukum normatif dengan pendekatan komparatif antara hukum Islam dan hukum perdata nasional, serta analisis kualitatif terhadap regulasi dan fatwa yang relevan. Temuan penelitian menunjukkan adanya kesamaan dan perbedaan antara kedua sistem hukum, terutama terkait prinsip kerelaan antar pihak dan kejelasan objek. Namun, hukum Islam cenderung lebih ketat dalam menegakkan kehalalan objek akad serta pelarangan terhadap riba dan gharar (ketidakpastian). Studi ini merekomendasikan rekonstruksi hukum dagang nasional dengan mengintegrasikan kontrak berbasis syariah, harmonisasi norma hukum melalui Mahkamah Agung, serta penguatan pendidikan hukum untuk menghasilkan praktisi yang kompeten dalam kedua sistem hukum. Integrasi prinsip-prinsip syariah ke dalam hukum dagang nasional akan memperkaya sistem hukum Indonesia dan mewujudkan keadilan yang lebih selaras dengan nilai-nilai Islam.

Kata Kunci: Hukum Dagang, Prinsip Syariah, Kitab Fikih atau Literatur Fikih, Kitab Undang-Undang Hukum Perdata (KUHPerdata) Indonesia, Integrasi Hukum

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INTRODUCTION

The development of commercial law in Indonesia¹ is inseparable from the social, economic, and cultural dynamics of its pluralistic society.² In national legal system that largely adopts the legacy of Dutch colonial law,³ there is an increasing demand to accommodate local and religious values, particularly Sharia principles, in the field of economics and trade.⁴ In Islam,⁵ commerce as a form of *muamalah*⁶ is governed by transactional rules and also includes high moral and ethical standards. In countries, including Indonesia, where the majority of the population is Muslim, the integration of Sharia legal principles into national commercial law system is essential in developing a legal framework that is inclusive and representative.⁷

This study is prompted by the existing reliance of Indonesian commercial law on Civil Code (Kitab Undang-Undang Hukum Perdata or KUHPerdata) and Commercial Code, both rooted in the colonial Burgerlijk Wetboek. Despite various amendments, these codes do not adequately reflect Sharia values, posing challenges for Muslim business actors striving to conduct transactions consistent with religious principles. The dissonance between the secular legal framework and the needs of Muslim population forms the central inquiry of this study, which examined normative and functional incorporation of Sharia principles into national commercial legal system.

Previous studies by Zainuddin Ali and M. Yahya Harahap have explored Islamic law's influence on contractual agreements and civil norms. However, these investigations remain largely descriptive and lack direct comparisons between fiqh

¹ Arief Budiono et al., “The Anglo-Saxon System of Common Law and the Development of the Legal System in Indonesia,” *WSEAS Transactions on Systems* 22, no. 3 (2023): 207–13, <https://doi.org/10.37394/23202.2023.22.21>.

² Putu Aras Samsithawrati et al., “Legal Reform in Business Dispute Resolution : A Study of Legal Pluralism in Indonesia , Vietnam , and Thailand,” *Journal of Law and Legal Reform* 6, no. 2 (2025): 69–116.

³ Tri Hidayati et al., “The Legal Construction of Licensing and Supervision of Sharia Multilevel Marketing in Indonesian Trade Law,” *Jurisdicte: Jurnal Hukum Dan Syariah* 13, no. 2 (2022): 237–63, <https://doi.org/10.18860/j.v13i2.17989>.

⁴ Zikri Rahmani et al., “Implementation of Sharia Economic Principles in the Globalization Era,” *Asy Syar’Iyyah: Jurnal Ilmu Syari’Ah Dan Perbankan Islam* 8, no. 2 (2023): 185–200, <https://doi.org/10.32923/asy.v8i2.3516>.

⁵ Muhammad Roy Purwanto et al., “The Implementation of Maqasid Al-Sharia Values in Economic Transactions of The Java Community,” *KnE Social Sciences* 2022 (2022): 120–29, <https://doi.org/10.18502/kss.v7i10.11351>.

⁶ Berto Usman et al., “Exploring Investor Attention in Shariah Markets, Macroeconomic Influences, and Corporate Performance: Insights from Indonesia,” *Social Sciences and Humanities Open* 10, no. June (2024): 101015, <https://doi.org/10.1016/j.ssaho.2024.101015>.

⁷ Zia Madani, “Unpacking Inclusivity of the Antarctic Treaty System amidst Contemporary Challenges,” *Polar Science* 43, no. July 2023 (2024): 101144, <https://doi.org/10.1016/j.polar.2024.101144>.

and Civil Code in the domain of commercial contracts. Asrorun Ni'am Sholeh's contributions on Islamization of economic law touch on legal politics. These contributions omit a detailed analysis of specific commercial law provisions that intersect with Sharia. Recent scholarship by Bintang⁸ further shows the practical dissonance between Sharia banking contracts (akad) and Indonesian regulatory frameworks, suggesting an urgent need to re-evaluate current legal harmonization efforts. The persistence of nonconformities shows a critical gap in ensuring compliance with both Islamic values and state regulations.

The novelty of this study depends on its direct comparative analysis between primary sources of Islamic jurisprudence and Civil Code. This study systematically juxtaposes substantive legal norms and doctrinal underpinnings across the two systems, showing both conflictual and convergent points. The contribution is further enriched by evaluating how the intersections are addressed in courtrooms, as shown in the report of Nasution and Muchtar⁹ that judges frequently draw upon both Islamic Law Compilation and Civil Code.

Islamic law, with its rich jurisprudential heritage and ethical orientation, plays a significant role in shaping legal consciousness. Meanwhile, positive law represents the formal state-enacted legal framework. Rather than perceiving these systems as oppositional, this study promotes a model of legal accommodation where both contribute to a more culturally resonant and just legal order. To implement this theoretical foundation, the study used comparative legal analysis to explore both systems systematically. Recent scholarship shows how Islamic financial penalties can be connected with secular ethical frameworks, suggesting broader legal and moral intersections.¹⁰ This method allows for a detailed examination of how penalties in Islamic banking can be understood through interpretive frameworks, such as Paul

⁸ Sanusi Bintang, Teuku Haflysyah, and Fikri Fikri, "A Study on the Conformity of Sharia Bank Financing Akad to Sharia Principles, National Laws, and Contract Drafting Techniques," *Syiah Kuala Law Journal*, 2022, <https://doi.org/10.24815/sklj.v6i1.28108>.

⁹ Hotnidah Nasution and Ahmad Rifqi Muchtar, "Negotiating Islamic Law: The Practice of Inheritance Distribution in Polygamous Marriages in Indonesian Islamic Courts," *Al-Manabij Jurnal Kajian Hukum Islam*, 2024, <https://doi.org/10.24090/mnh.v18i1.10921>.

¹⁰ Faizi Faizi, Airlangga Surya Kusuma, and Purwanto Widodo, "Islamic Green Finance: Mapping the Climate Funding Landscape in Indonesia," *International Journal of Ethics and Systems*, 2024, <https://doi.org/10.1108/ijoes-08-2023-0189>.

Ricoeur's hermeneutics and Ibn Khaldun's historical sociology. Ricoeur describes dual literal and symbolic interpretations of legal texts. Ibn Khaldun offers ethical and historical perspectives on the societal role of legal penalties.¹¹

METHODOLOGY

A normative-doctrinal legal study was conducted to analyze the principles of Sharia law in commercial agreements and make a comparison with the provisions in Indonesian Civil Code. Statutory, conceptual, and comparative legal methods were adopted. The statutory method was used to examine existing laws and regulations related to contract law and commercial transactions in Indonesia. The comparative legal method compared legal principles found in classical Islamic jurisprudence (fiqh) with the rules in Civil Code. Meanwhile, the conceptual method was used to explore the concept of integrating Sharia law into national legal system.

Secondary data were collected from classical fiqh books (Hanafi, Maliki, Shafi'i, and Hanbali schools), Civil Code, and other related regulations, as well as legal materials such as literature, academic journals, and relevant previous studies. Data were collected through library studies, by reviewing legal documents and other academic sources.

RESULT AND DISCUSSION

Sharia Principles in Trade Transactions

Sharia, or Islamic law, provided a comprehensive framework for economic activities, including trade transactions. The primary objective of Sharia in commerce was to ensure fairness, transparency, and justice while prohibiting exploitative practices. These principles were rooted in the Qur'an, the Sunnah (traditions of the Prophet Muhammad), and the broader objectives of Islamic law (maqasid al-sharia), which aimed to preserve religion, life, intellect, lineage, and property.

¹¹ Aisyah As-Salafiyah and Maha Radwan, "Islamic Economics and Finance: Trend Topics and Thematic Evolution," *Journal of Islamic Economic Literatures*, 2023, <https://doi.org/10.58968/jiel.v4i2.315>.

A core principle in Sharia-compliant trade was the prohibition of riba (usury or interest). This principle forbade the charging of interest in financial dealings, as it was considered exploitative and unjust. Islamic finance promoted profit-and-loss sharing arrangements, such as mudarabah (trust-based investment) and musharakah (partnership), where risk and profit were shared equitably between the parties. Afifah and Faiz¹² showed the importance of these contracts (akad) in structuring permissible transactions. These contracts fulfill legal criteria and also establish ethical norms in Islamic commercial jurisprudence.

Another key concept is gharar (excessive uncertainty), which is not permitted in trade contracts. Sharia law requires all terms and conditions of a trade transaction to be clear, including the nature of the goods, price, and delivery terms, to avoid disputes and ensure mutual consent (taradhi). This requirement is consistent with a previous report by¹³, who showed how instruments, such as Sharia mutual funds, embody stringent avoidance of gharar and maysir (gambling) to ensure compliance and protect investors.

Halal (permissible) goods and services are a fundamental requirement in Sharia trade. Any transaction including haram (forbidden) items, such as alcohol or pork, is invalid. Furthermore, ethical considerations are embedded in Sharia, promoting honesty, integrity, and accountability in business dealings. Soraya¹⁴ reinforced the idea that Sharia-compliant transactions extended beyond legality into ethics, thereby enhancing trust and socio-economic justice.

The prohibition of riba and gharar is a form of protection for stability and fairness in the economic system. Riba is prohibited because it contains elements of injustice and exploitation, while gharar, or uncertainty in the subject of the contract, can lead to disputes and legal uncertainty. Islam requires that the subject of the contract must be

¹² Mutiara Nurzahra Afifah and Faizi Faizi, "Purchase Order Transactions in Islamic Economic Law: A Case Study of PT Segara Artha Investama (PT. SAI)," *Al-Anwal Journal of Islamic Economic Law*, 2024, <https://doi.org/10.24256/alw.v9i1.4853>.

¹³ Maria Widystuti and Stephanie Astrid Ayu, "The Role of Financial Services Authority of Indonesia in Order to Support Rural Bank/Islamic Rural Bank Sustainability," *International Journal of Economics Business and Accounting Research (Ijebar)*, 2020, <https://doi.org/10.29040/ijebar.v4i03.1203>.

¹⁴ Syazarah Soraya, Sri Windani, and Rizky Ayu, "Navigating Tradition and Modernity: Controversies and Implications of Sharia Economics in the Global Economy," *SeEk*, 2024, <https://doi.org/10.35335/t30m6s92>.

clear, specific, and known by both parties. This clarity includes aspects such as quantity, quality, price, delivery time, and other relevant characteristics.

The principle of transparency (bayyinah) holds a central role in Islamic law. In every transaction, Islam demands documentation, honesty in information, and openness between the parties. This demand safeguards the rights of the contracting parties and also provides a strong foundation for potential dispute resolution. The Qur'an even explicitly promotes the recording of debt transactions in Surah Al-Baqarah, verse 282, which is known as the longest verse in the Qur'an. Purnama¹⁵ and Prabowo¹⁶ stressed the significance of ethical clarity and dispute resolution mechanisms in maintaining consumer trust and ensuring satisfaction in Sharia banking practices.

In practice, various forms of contracts in Islam, such as syirkah (partnership), mudharabah (capital and labor cooperation), and wakalah (representation), show a mature and adaptive contractual legal structure. These concepts are relevant in the classical era and have also been developed in the modern context, specifically in financial and Islamic business sectors. Technology has facilitated the expansion of Sharia-compliant transactions through Islamic fintech. Ramadhan¹⁷ and Atichasari¹⁸ showed how digital platforms can uphold compliance while increasing accessibility. Institutions, such as National Sharia Council, remain essential in guiding this evolution through fatwas and regulatory frameworks.¹⁹

Civil Code Provisions on Trade Agreements

Indonesian Civil Code comprehensively regulates obligations and agreements in Book III, specifically from Articles 1233 to 1456. In this civil law system, Article 1320 is the key that sets out the four conditions for a valid agreement, namely the agreement of the parties, legal capacity to commit, a certain object, and a lawful cause. These four

¹⁵ Suryari Purnama, Andyani Sukmasari, and Rahul Bhandari, "The Role of Religiosity as a Mediating Variable in the Relationship Between Online Transactions and Customer Satisfaction and Loyalty in Islamic Banking," *Aptisi Transactions on Management (Atm)*, 2021, <https://doi.org/10.33050/atm.v5i2.1532>.

¹⁶ Purnama, Sukmasari, and Bhandari.

¹⁷ Purnama, Sukmasari, and Bhandari.

¹⁸ Anna Sofia Atichasari et al., "Analysis of Quality and Implementation of Sharia Financial Services Based on Financial Technology in Indonesia," *International Journal of Current Science Research and Review*, 2023, <https://doi.org/10.47191/ijcsrr/v6-i7-110>.

¹⁹ Faizi Faizi and Mohd Sollehudin Bin Shuib, "Fatwa on Sharia Products and Its Role in the Development of Islamic Finance Industry," *Islamadina Jurnal Pemikiran Islam*, 2021, <https://doi.org/10.30595/islamadina.v22i2.11859>.

conditions are consistent with the general principles in Islamic contract law, such as the principle of mutual consent (antaradhi), justice ("adl), and clarity of the object of the contract. However, this consistency is only formal, as the substantive regulations in Civil Code do not entirely follow the principles of Islamic law.

In legal practice, Civil Code does not explicitly prohibit elements that contradict Sharia principles, such as riba (interest), gharar (uncertainty), and the use of unlawful objects in contracts. This becomes a crucial point in differentiating the orientation of Western civil law from Islamic law. Civil Code is more morally and religiously neutral, oriented towards the principle of freedom to contract as long as it does not conflict with the law or public order. Furthermore, the absence of explicit provisions on the prohibition of riba or unlawful objects opens up the possibility of trade contracts that contradict Sharia values, particularly for Muslim entrepreneurs who wish to conduct business in a halal manner.

Article 1338 of Civil Code shows the principles of good faith by stating that "Agreements must be carried out in good faith".²⁰ This principle forms the normative backbone of trade agreements, fostering transparency and trust between contracting parties. Its significance is amplified in modern trade contexts, specifically those related to electronic contracts and international commerce.²¹ However, good faith

²⁰ Mukhlis Latif, Muhammad Mutawalli, and Zulhilmi Paidi, "Fiqh Peradaban and the Actualization of Religious and State Life in the Modern Society," *Fikrah*, 2023, <https://doi.org/10.21043/fikrah.v11i1.22570>; Muhammad Razi and Khairil Azmin Mokhtar, "The Challenges of Shariah Penal Code and Legal Pluralism in Aceh," *Jurnal Media Hukum*, 2020, <https://doi.org/10.18196/jmh.20200151>; Achmad Gusti Malayudha, Widya Sari, and Angga Puja Asiandu, "Indonesian Inheritance System Based on Islamic Law, Civil Code, Matrilineal Customs, and Gender Equality Perspectives," *Sangkép Jurnal Kajian Sosial Keagamaan*, 2023, <https://doi.org/10.20414/sangkep.v6i1.6286>; David Tan, Agustianto Agustianto, and Sovina Sovina, "Exploring Contemporary Issues and Key Takeaways: A Comparative Analysis of Civil-Law Notary Laws in Indonesia and Louisiana," *Journal of Judicial Review*, 2023, <https://doi.org/10.37253/jjr.v25i2.7741>; Ratu Ayu Sri Wulandari, "If Not Now, Then When? The Significance of CISG Ratification for Indonesia," *Jurnal Hukum Novelty*, 2021, <https://doi.org/10.26555/novelty.v12i01.a19509>; Fikrotul Jadidah, "The Role of International Law in Export Import Arrangements and Its Impact on the Economy in Indonesia," *Iblam Law Review*, 2023, <https://doi.org/10.52249/ilr.v3i2.127>; Mahmud Yusuf et al., "Islamic Banks: Analysis of the Rules of Fiqh on the Fatwa of the National Sharia Board-Indonesian Ulama Council," *International Journal of Law Environment and Natural Resources*, 2023, <https://doi.org/10.51749/injurlens.v3i1.44>.

²¹ Latif, Mutawalli, and Paidi, "Fiqh Peradaban and the Actualization of Religious and State Life in the Modern Society"; Razi and Mokhtar, "The Challenges of Shariah Penal Code and Legal Pluralism in Aceh"; Malayudha, Sari, and Asiandu, "Indonesian Inheritance System Based on Islamic Law, Civil Code, Matrilineal Customs, and Gender Equality Perspectives"; Tan, Agustianto, and Sovina, "Exploring Contemporary Issues and Key Takeaways: A Comparative Analysis of Civil-Law Notary Laws in Indonesia and Louisiana"; Sri Wulandari, "If Not Now, Then When? The Significance of CISG Ratification for Indonesia"; Jadidah, "The Role of International Law in Export Import Arrangements and Its Impact on the Economy in Indonesia"; Yusuf et al., "Islamic Banks: Analysis of the Rules of Fiqh on the Fatwa of the National Sharia Board-Indonesian Ulama Council."

enforcement often lacks specific consistency with Sharia ethical mandates, pointing to an area ripe for further normative connection. Wulandari²² reported that while *pacta sunt servanda* was fundamental in Islamic jurisprudence, its application was guided by ethical restraints found in Sharia, such as the obligation to avoid unjust enrichment and the moral obligation to honor equitable conduct.

Agreements in Civil Code essentially uphold the principle of *pacta sunt servanda*, suggesting that contractual obligations are legally binding on the parties. This principle gives strong legitimacy to any agreement that is not prohibited by positive law, regardless of its moral or religious content. Consequently, a Muslim who accepts Civil Code remains bound by its provisions, even when contractual terms conflict with Sharia principles, including bank interest or contractual uncertainty. This situation causes a dilemma between formal legal compliance and personal beliefs based on Sharia.

Meeting Point of Islamic Jurisprudence and Civil Code

The integration of Sharia legal principles into national commercial law system is a growing discourse in many Muslim-majority countries, including Indonesia. This integration is an aspiration to harmonize religious values with national legislation and also a response to the practical needs of a pluralistic society. The interaction between Islamic jurisprudence (fiqh) and Indonesian Civil Code shows significant meeting points, particularly in the domain of trade and contractual relations.

Islamic jurisprudence, or fiqh, is derived from the Qur'an, the Sunnah of the Prophet Muhammad, *ijma'* (consensus of scholars), and *qiyyas* (analogical reasoning). In the context of commercial law, fiqh includes detailed discussions on transactions (*mu'amalat*), covering various forms of contracts, ownership, obligations, and dispute resolutions. These discussions are not merely normative, but also profoundly ethical, aiming to ensure justice, mutual benefit, and the avoidance of harm (*la darar wa la dirar*).

²² Sri Wulandari, "If Not Now, Then When? The Significance of CISG Ratification for Indonesia."

Indonesian Civil Code, inherited from Dutch colonial law, is based on the European continental legal tradition, particularly the French Code Civil and the Dutch Burgerlijk Wetboek. Although it is secular in nature, many of its provisions are not necessarily in conflict with Islamic principles. Certain similarities can be found between fiqh and Civil Code, offering a foundational basis for legal integration.

A prominent area of convergence is in the principles governing contracts. Both Islamic law and Civil Code uphold the concept of freedom of contract (*hurriyah al-ta'aqqud* in Sharia and *vrijheid van contract* in civil law). This principle enables parties to determine the content and terms of agreements considering that there is no violation of public order or morality. Islamic law shows that contracts must be based on mutual consent (*taradhi*) and the parties must have legal capacity. This is also reflected in civil law through provisions on legal competence and voluntary agreement.

Both legal systems place high importance on clarity and certainty in transactions. Sharia prohibits *gharar* (excessive uncertainty), requiring that contractual terms be clear, such as the object, price, and delivery. Similarly, Civil Code mandates the specification of object and cause in every valid agreement, ensuring that no ambiguity can lead to disputes.

In terms of contract types, fiqh recognizes various models, such as *bai'* (sale), *ijarah* (lease), *mudarabah* (profit-sharing investment), *musharakah* (partnership), and *wakalah* (agency). These models have functional equivalents in Civil Code, such as purchase and lease agreements, partnership contracts, and representation. Although the terminologies and conceptual foundations may differ, the practical purposes of these contracts are often consistent. For example, a *bai'* contract is akin to a purchase and sale agreement under Civil Code, both requiring mutual agreement on price and object, as well as entailing obligations for delivery and payment.

A significant difference was found in the ethical framework of Islamic law. Fiqh contracts are both legal tools and moral obligations. Islamic law prohibits transactions including *riba* (interest), *gharar*, and *maysir* (gambling or speculation), which are considered exploitative and unjust. Although Civil Code does not categorically prohibit interest or speculative contracts, modern legal reforms in Indonesia have

started to accommodate Sharia-based financial instruments through the enactment of specific laws, such as Islamic Banking Law (Law No. 21/2008).

The most critical contemporary developments in this integration process are the role of Sharia compliance in Islamic financial institutions. Widiyono (2024) showed the central authority of National Sharia Council (DSN-MUI), whose fatwas serve as religious guidance and also legal instruments in the framework of Islamic banking. These fatwas facilitate compliance with both Islamic norms and Indonesian statutory obligations. Abbas and Murziki²³ further argued that regional Sharia regulations must be effectively synchronized with national laws to ensure institutional legitimacy and coherence.

From a regulatory perspective, Ramadhan²⁴ and Muryanto²⁵ identified the essential need for robust compliance frameworks in Islamic fintech and banking. These include traditional oversight mechanisms and innovative technologies, such as artificial intelligence, which, according to Gulyamov²⁶, can play a significant role in monitoring transactions and ensuring Sharia conformity.

In performance metrics, Arno²⁷ explored the influence of Sharia compliance on financial performance, suggesting a potentially positive correlation, but with contextual limitations. Khairunnisa and Kusbaryant²⁸ further reported that beyond profitability, Sharia adherence contributed to customer trust and satisfaction, particularly when implemented through high-quality services.

In this study, a model of legal integration harmonization was adopted, in which Sharia principles were systematically connected with civil law provisions without complete replacement. Harmonization differs from pluralistic models that maintain separate

²³ Syahrizal Abbas and Ramzi Murziqin, "Sharia-Based Regional Regulations in the Indonesian National Law System," *Jurnal Ilmiah Peuradeun*, 2021, <https://doi.org/10.26811/peuradeun.v9i3.673>.

²⁴ Dwi Swasana Ramadhan, "Financial Technology and Sharia Compliance Regulations in Islamic Banking in Indonesia," *Al-Arbah Journal of Islamic Finance and Banking*, 2022, <https://doi.org/10.21580/al-arbah.2022.4.2.15647>.

²⁵ Ramadhan.

²⁶ Ramadhan.

²⁷ Abd. Kadir Arno, Ilham Ilham, and Ridwan Ridwan, "Sharia Compliance and Profitability in Financial Performance Islamic Banks in Indonesia," *Futurity Economics & Law*, 2024, <https://doi.org/10.57125/fel.2024.06.25.07>.

²⁸ Indah Khairunnisa and Kusbaryanto Kusbaryanto, "Implementation of Sharia Law on Patient Medical Services in Certified Sharia Hospitals: A Literature Review," *Jurnal Aisyah Jurnal Ilmu Kesehatan*, 2023, <https://doi.org/10.30604/jika.v8i2.2049>.

parallel systems. Furthermore, harmonization differs from systemic transplantation, which would import a large-scale codified foreign Sharia commercial law.

CONCLUSION

In conclusion, this study has analyzed the integration of Sharia principles into national commercial law, focusing on a comparison between fiqh books and Civil Code. The main results show that although there are similarities in several fundamental principles, such as the principle of agreement and clarity of objects, Islamic law offers a stricter method in safeguarding the substance of contracts, specifically concerning the prohibition of usury (riba), uncertainty (gharar), and the permissibility of objects. Therefore, the integration of sharia principles into national commercial law system is essential to develop a more just legal system that is consistent with Islamic moral and ethical values.

The recommendations from this study include the need for the codification of sharia contracts in positive law, harmonization of norms through Supreme Court, and the strengthening of legal education that integrates fiqh muamalah with positive law. Future studies can delve deeper into the concrete implementation of this integration in the commercial law and Islamic banking sectors, as well as explore the challenges in adapting sharia principles in the context of globalization and increasingly complex legal systems.

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The authors declare no conflict of interest in the publication of this study.

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