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SHARIA COMPLIANCE MODEL OF THE ISTISHNA CONTRACT IN SHARIA HOUSING DEVELOPMENT: A CONCEPTUAL REVIEW OF ISLAMIC ECONOMIC LAW

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Abstract

The istishna contract is widely used in the development of Sharia housing in Indonesia. However, its implementation may create Sharia compliance problems when it is not supported by an adequate understanding of fiqh muamalah principles and positive legal regulations. This article aims to formulate a conceptual sharia compliance model for istishna contracts as an effort to strengthen consumer protection in sharia housing development. This study uses normative legal research with conceptual and statutory approaches. The legal materials include DSN-MUI fatwas, relevant laws and regulations, and literature on Islamic economic law. The results show that sharia compliance in istishna contracts must be established through fulfillment of the pillars and requirements of the contract, clarity of object specifications, transparency of price and delivery time, proportional risk allocation, and systematic sharia supervision. The proposed model is arranged into four stages, namely pre-contract, contract formation, implementation, and post-handover. The model is expected to serve as a normative basis for developing fair, transparent, and sharia-compliant istishna practices in sharia housing.

Keywords: *Sharia compliance, istishna contract, Sharia housing, consumer protection*

A. INTRODUCTION

The development of sharia housing in Indonesia has shown significant growth in line with the increasing awareness of Muslim communities regarding the importance of economic transactions that comply with sharia principles. Sharia housing is positioned as an alternative to conventional financing systems that are considered to

contain elements of *riba*, *gharar*, and injustice in the legal relationship between business actors and consumers. From the perspective of Islamic economic law, the development of sharia housing is not merely oriented toward commercial objectives, but also contains a normative dimension through the fulfillment of justice, transparency, and public benefit as the main objectives of sharia transactions.¹

¹ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori ke Praktik* (Jakarta: Gema Insani, 2019),

In practice, the istishna contract has become one of the most dominant contracts used in Sharia housing development. This contract allows the ordering of houses with certain specifications agreed upon at the beginning, while the construction process is carried out later. These characteristics make the istishna contract relevant to the property sector, which is gradual and order-based. However, the flexibility of the istishna contract also places it in a vulnerable position when it is not implemented in accordance with the pillars and requirements established in fiqh muamalah and the applicable positive legal provisions.²

Previous studies indicate that the use of istishna contracts in sharia housing faces a number of normative challenges. Antonio explains that a weak understanding of the structure of sharia contracts often results in substantial deviations in practice, even when the contract used has formally been labeled as sharia.³ Other studies reveal that problems

in istishna contracts often arise in relation to the determination of object specifications, payment mechanisms, and the unequal allocation of risks between developers and consumers.⁴ These conditions show that the existence of a sharia contract alone is not sufficient without a clear and systematic sharia compliance framework.

Findings concerning the implementation of istishna contracts in the housing sector were also reported by Paramansyah, Abdillah, and Damayanthi. They state that the istishna contract is highly relevant for sharia-based home ownership financing because it provides flexibility in construction and payment processes.⁵ Iswandi also shows that the implementation of istishna contracts in house sale and purchase transactions still faces challenges in maintaining conformity with Fatwa DSN-MUI Number 06/DSN-MUI/IV/2000.⁶

Table 1. Mapping of Previous Studies and Research Gap

Study	Focus	Main Finding	Limitation / Research Gap	Study
Antonio (2019)	Structure and principles of sharia contracts	Emphasizes compliance with justice and transparency in Sharia contracts.	Does not specifically discuss istishna contracts in Sharia housing development.	Antonio (2019)
Ascarya (2020)	Characteristics and	Explains istishna as an order-based	Does not examine consumer protection	Ascarya (2020)

² Wahbah al-Zuhaili, *Fiqh al-Islami wa Adillatuhu*, vol. 5 (Damaskus: Dar al-Fikr, 2011), 3421–3423.

³ Antonio, *Bank Syariah*, 118.

⁴ Ahmad Fauzan, "Analisis Kepatuhan Syariah dalam Pembiayaan Istishna pada Sektor Properti Syariah,"

⁵ Paramansyah, A., Abdillah, I., dan Damayanthi, D. "Implementasi Akad Ba'i Istishna dan Ba'i Taqsith

pada Pembiayaan Kepemilikan Rumah Non-Bank di Perumahan Islami Indonesia." *Al-Kharaj: Jurnal Ekonomi, Keuangan & Bisnis Syariah*, Vol. 3, No. 1. 2021.

⁶ Iswandi. "Implementasi Akad Istishna pada Jual Beli Rumah Perspektif Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000." *Jurnal Penelitian Multidisiplin Ilmu*, Vol. 1, No. 4. 2022.

	implementation of sharia contracts	contract relevant to property transactions.	and Sharia compliance supervision.	
Fauzan (2021)	Sharia compliance in istishna financing	Identifies potential deviations in the practice of istishna contracts in Sharia property.	The analysis remains partial and does not produce a systematic compliance model.	Fauzan (2021)
Paramansyah, Abdillah, and Damayanthi (2021)	Implementation of istishna in non-bank home ownership financing	Shows that istishna is relevant because it offers flexibility in construction and payment.	Does not integrate consumer protection, regulation, and supervision into one conceptual model.	Paramansyah, Abdillah, and Damayanthi (2021)
Iswandi (2022)	Implementation of istishna based on Fatwa DSN-MUI No. 06/2000	Finds continuing challenges in ensuring practice conforms to DSN-MUI provisions.	Focuses on conformity evaluation and does not formulate operational indicators.	Iswandi (2022)
Taufik et al. (2026)	Istishna implementation in Sharia mortgage products	Shows the need for supervision to ensure compliance with Fatwa DSN-MUI No. 06/2000.	Does not formulate a model covering all stages from pre-contract to post-handover.	Taufik et al. (2026)
This study	Conceptual sharia compliance model for istishna in sharia housing	Integrates fiqh muamalah, DSN-MUI fatwa, consumer protection, and national regulation into a structured model.	Offers operational sharia compliance indicators as normative guidance for sharia housing development.	This study

Based on the mapping of previous studies, it can be seen that studies on istishna contracts in sharia housing development remain partial and have not yet formulated a systematic sharia compliance model. Earlier studies generally discuss certain aspects, such as the structure of the contract, payment

mechanisms, or Sharia compliance in general, without integrating consumer protection and positive law regulations into one conceptual framework. Therefore, this study offers novelty in the form of a conceptual sharia compliance model for the istishna contract arranged according to the

stages of pre-contract, contract formation, implementation, and post-handover. This model is equipped with operational indicators of sharia compliance that can be used as normative guidance in the practice of sharia housing development.

These normative problems not only appear in academic studies but are also reflected in various Sharia housing cases that have attracted public attention through online media and social media discussions. Several national media reports reveal that some sharia housing projects experienced construction failure, delayed handover, and unclear refund mechanisms for consumers.⁷ In several cases, consumers stated that they suffered losses because they did not obtain adequate legal certainty even though they had made payments under contracts claimed to be sharia-compliant. Similar problems were also found in research on istishna contract transactions in Sharia housing developers, which shows that weak supervision of contract implementation may lead to disputes between developers and consumers.⁸ This phenomenon indicates that the use of the word sharia in housing transactions does not automatically guarantee consumer protection when it is not supported by substantive sharia compliance.

Furthermore, these reports also demonstrate that weak Sharia compliance standards may create a crisis of trust in the

Sharia housing industry as a whole. When default or contractual ambiguity occurs, the impact is not only economic, but also moral and social, because the transaction is framed within the narrative of compliance with religious values. In this context, non-compliance with sharia in istishna contracts does not only contradict the provisions of fiqh muamalah, but may also neglect the objectives of maqashid al-sharia, particularly the protection of wealth (hifz al-mal) and justice for consumers.⁹

Most previous research still focuses on partial normative analysis or evaluation of specific practices and has not formulated a conceptual and systematic Sharia compliance model as a normative guideline. In fact, a comprehensive sharia compliance model is needed to connect the norms of fiqh muamalah, the fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), and the practical needs of sharia housing in the field. Therefore, this study aims to analyze the concept of sharia compliance in istishna contracts and formulate a conceptual sharia compliance model in sharia housing development as an effort to strengthen consumer protection and realize the objectives of Islamic economic law.

B. RESEARCH METHOD

This study is normative legal research using conceptual and statutory approaches.¹⁰

“Kasus Perumahan Syariah Bermasalah, Konsumen Mengaku Dirugikan,” *Kompas.com*, 12 Juli 2022, <https://www.kompas.com>

⁸ Putri, Dwi, dkk. "Analisis Transaksi Akad Istishna pada Developer Perumahan Syariah Ahsana Property Syariah Tuban." 2024.

⁹ Muhammad Zainuddin, “Transparansi dan Keadilan dalam Akad Pembiayaan Syariah: Pendekatan Maqashid al-Syariah,” *Jurnal Hukum Islam* 23, no. 2 (2023): 195–197.

¹⁰ Peter Mahmud Marzuki, *Penelitian Hukum* (Jakarta: Kencana, 2017), 133–135.

The conceptual approach is used to examine the concepts of sharia compliance and the characteristics of istishna contracts from the perspective of Islamic economic law. The statutory approach is used to analyze positive legal provisions and fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) that regulate istishna contracts and sharia housing development.

The legal materials used in this study consist of primary legal materials and secondary legal materials. The primary legal materials include DSN-MUI fatwas and relevant laws and regulations, particularly provisions concerning istishna contracts, consumer protection, housing, and dispute resolution. The secondary legal materials consist of textbooks, journal articles, and previous research in the fields of Islamic economic law, sharia contracts, sharia housing, and consumer protection. All legal materials are analyzed qualitatively using a descriptive-analytical method to formulate a conceptual Sharia compliance model for istishna contracts in Sharia housing development.

C. RESULTS AND DISCUSSION

C.1 The Concept of Istishna Contract in Islamic Economic Law

The istishna contract is a form of muamalah contract used in transactions for ordering the manufacture of goods or projects with specific specifications, where

the object does not yet exist at the time the contract is agreed upon. In an istishna contract, the buyer or orderer (mustashni') asks the maker or seller (shani') to produce goods according to agreed criteria, with payment mechanisms that may be made in advance, in installments, or after the goods have been completed. In the context of Islamic economic law, istishna is understood as a contract that provides flexibility in production transactions without eliminating the basic principles of justice and legal certainty.¹¹

The legal basis of the istishna contract comes from muamalah practices permitted in Islamic jurisprudence and strengthened through the fatwa of DSN-MUI. Scholars allow the istishna contract as an exception to the prohibition of sale over goods that do not yet exist, based on the consideration of community needs (hajah) and the public benefit generated by the transaction. The permissibility of istishna is also based on the principle of istihsan, namely legal reasoning that prioritizes benefit and avoids hardship, as long as the contract fulfills the prescribed pillars and requirements and does not contain elements of riba, gharar, or maisir.¹²

In terms of characteristics, the istishna contract has several main features that distinguish it from other contracts. First, the object of the contract is a good or building to be made according to order, so the specifications must be determined clearly from the outset. Second, the delivery time of

¹¹ Wahbah al-Zuhaili, *Fiqh al-Islami wa Adillatuhu*, vol. 5 (Damaskus: Dar al-Fikr, 2011), 3420–3423.

¹² Dewan Syariah Nasional Majelis Ulama Indonesia, *Fatwa Nomor 06/DSN-MUI/IV/2000*

tentang Akad Istishna (Jakarta: DSN-MUI, 2000); lihat juga Wahbah al-Zuhaili, *Fiqh al-Islami wa Adillatuhu*, 3424–3426.

the goods is flexible and agreed upon by the parties. Third, payment in an istishna contract does not have to be made fully in cash at the beginning, but may be made gradually based on the parties' agreement. These characteristics make istishna adaptive to the needs of modern transactions, especially in sectors that require production or construction over a certain period of time.¹³

The istishna contract is considered highly relevant and suitable for Sharia housing development because its characteristics correspond with the pattern of property construction. In the housing sector, the object of the contract is a house or building that generally does not exist when the contract is concluded and will only be built after an order is made. Through the istishna contract, developers and consumers may agree on building specifications, price, and completion time transparently from the beginning, thereby providing legal certainty for both parties. In addition, payment flexibility in istishna contracts provides convenience for consumers without involving interest-based financing schemes.¹⁴

The findings of Taufik et al. show that the application of istishna contracts to sharia mortgage financing still requires stronger supervision mechanisms so that implementation remains in accordance with Fatwa DSN-MUI Number 06/DSN-

MUI/IV/2000.¹⁵ These findings indicate that the existence of sharia norms alone is insufficient without an effective supervisory mechanism to ensure compliance at the implementation stage.

Thus, the istishna contract in Islamic economic law not only functions as a transactional instrument, but also as a means to realize justice, transparency, and public benefit in sharia housing development. However, the relevance and flexibility of the istishna contract must be balanced with adequate normative understanding so that its implementation remains within the corridor of sharia compliance. Therefore, examining the concept of istishna is an important foundation for formulating an ideal sharia compliance model for sharia housing development.³

C.2 Sharia Compliance and Consumer Protection

Sharia compliance is a fundamental principle in all economic activities based on Sharia, including the implementation of istishna contracts in Sharia housing development. From the perspective of Islamic economic law, sharia compliance is not only interpreted as formal obedience to the provisions of fiqh muamalah and applicable regulations, but also as a substantive commitment to conduct transactions in accordance with the values of justice, honesty, and public benefit.

¹³ Ascarya, *Akad dan Produk Bank Syariah: Konsep dan Praktik di Indonesia* (Jakarta: Rajawali Pers, 2020), 137–140.

¹⁴ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori ke Praktik* (Jakarta: Gema Insani, 2019), 152–155.

¹⁵ Taufik, Azhar, Dina Febriani, Asep Supyadillah,

dan Hesty Ade Sulistia. "Implementasi Akad Istishna Produk Pembiayaan KPR Syariah Pada Bank Syariah Nasional Tinjauan Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000." *Jurnal Ilmiah Ekonomi Islam*, Vol. 12, No. 2. 2026. Hal. 263–274.

Therefore, sharia compliance requires harmony between legal norms, transactional practices, and the moral objectives that sharia seeks to achieve.¹⁶

Justice and transparency occupy a central position in the concept of Sharia compliance. Justice in Sharia economic transactions requires a balance of rights and obligations between the parties, so that no party is harmed or exploited. In the context of istishna contracts, justice is reflected in the clarity of object specifications, certainty of price, and proportional allocation of risks between developers and consumers. Meanwhile, transparency requires openness of information from the pre-contract stage to contract implementation, so that consumers have a complete understanding of their rights and obligations. This transparency is an important instrument to prevent information asymmetry that may harm consumers.¹⁷

Sharia compliance built on justice and transparency is closely related to consumer protection in Sharia housing transactions. Consumers, who are structurally in a weaker bargaining position, need legal guarantees so that they are not harmed by unclear contracts or practices that deviate from Sharia principles. In this regard, sharia compliance functions as a preventive mechanism that can minimize the risk of disputes and provide legal certainty for consumers. In other words,

consumer protection in Sharia housing does not only depend on positive legal regulations, but also on the internalization of Sharia compliance values in every stage of the transaction.¹⁸ In Sharia home ownership financing, Sharia compliance cannot be separated from contract risk management. Djayusman states that risks related to unclear objects, construction delays, and nonconformity of specifications are factors that may create disputes between developers and consumers.¹³ Pratiwi, Muslihati, and Ruqayyah also emphasize that the successful implementation of istishna contracts in sharia mortgages greatly depends on contract clarity and the balance of rights and obligations between the parties.¹⁹

Furthermore, the concept of sharia compliance cannot be separated from maqashid al-sharia as the highest normative framework in Islamic law. Maqashid al-sharia emphasizes the protection of five main aspects, namely religion, life, intellect, lineage, and wealth. In the context of istishna contracts in sharia housing, protection of wealth (hifz al-mal) becomes highly relevant because housing transactions involve substantial economic value and have long-term effects for consumers. In addition, justice and transparency in Sharia compliance are also aligned with efforts to maintain public benefit and prevent harm in economic transactions.²⁰

¹⁶ Ahmad Fauzan, "Analisis Kepatuhan Syariah dalam Pembiayaan Istishna pada Sektor Properti Syariah," *Jurnal Hukum Ekonomi Syariah* 5, no. 2 (2021): 148–150

¹⁷ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori ke Praktik* (Jakarta: Gema Insani, 2019), 45–48.

¹⁸ Ascarya, *Akad dan Produk Bank Syariah: Konsep*

dan Praktik di Indonesia (Jakarta: Rajawali Pers, 2020), 21–25.

¹⁹ Ascarya, *Akad dan Produk Bank Syariah: Konsep dan Praktik di Indonesia* (Jakarta: Rajawali Pers, 2020), 21–25.

²⁰ Fathurrahman Djamil, *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep* (Jakarta: Sinar Grafika, 2015), 187–190.

In Sharia economic disputes, maqashid al-sharia may also serve as a normative basis for substantive justice, balance, and protection of rights; therefore, the dispute resolution mechanism in istishna contracts should not only address formal default but also protect the economic benefit of the parties.²¹

Accordingly, sharia compliance in istishna contracts functions not merely as a normative standard of legal compliance, but also as an ethical and social instrument for protecting consumers. A comprehensive understanding of sharia compliance, the principles of justice and transparency, and the objectives of maqashid al-sharia becomes an important basis for formulating a conceptual sharia compliance model. This foundation is then used to construct an ideal Sharia compliance framework for Sharia housing development.²²

C.3 Regulation of Istishna Contracts in Indonesia

The regulation of istishna contracts in Indonesia is built through a combination of fiqh muamalah norms, fatwas of the National Sharia Council of the Indonesian Ulama Council (DSN-MUI), and positive legal regulations governing economic activities, housing, and consumer protection. This regulatory framework shows that the application of istishna contracts in sharia housing does not stand autonomously, but exists at the intersection of religious norms

and the national legal system. Therefore, understanding the regulation of istishna contracts must be carried out comprehensively so that the contract is not only valid under Sharia, but also has legal certainty from the perspective of positive law.¹²

DSN-MUI fatwas hold a strategic position as the main reference for determining the Sharia validity of istishna contracts in Indonesia. Through Fatwa DSN-MUI Number 06/DSN-MUI/IV/2000 concerning Istishna Contracts, DSN-MUI establishes normative provisions regarding the pillars and requirements of the contract, payment mechanisms, and the rights and obligations of the parties involved. This fatwa affirms that istishna is permitted as an exception to the prohibition of sale over non-existent goods, provided that the specifications of the goods are clearly determined, the price is agreed upon at the beginning, and the contract does not contain *riba*, *gharar*, or *maisir*. In the context of Sharia housing, these provisions serve as a normative foundation for developers and consumers in preparing house construction contracts based on istishna.²³

The findings of Taufik et al. again confirm that the application of istishna contracts in sharia mortgage products requires stronger supervision mechanisms to ensure that implementation is consistent with

²¹ Warsidi, Sami Ullah Khan, and Suhartono, "Implementasi Maqāshid Al-Syarī'ah dalam Pertimbangan Hakim pada Sengketa Ekonomi Syariah," *Maqasid: Jurnal Studi Hukum Islam* 14, no. 3 (2025), <https://doi.org/10.30651/mqsd.v14i3.28691>.

²² Djayusman, R.R. "Analisis Risiko Akad Syariah pada Pembiayaan KPR." *Jurnal Muamalat Indonesia*. 2025.

²³ Dewan Syariah Nasional Majelis Ulama Indonesia, *Fatwa Nomor 06/DSN-MUI/IV/2000 tentang Akad Istishna* (Jakarta: DSN-MUI, 2000).

Fatwa DSN-MUI Number 06/DSN-MUI/IV/2000.²⁴ This finding indicates that sharia norms must be supported by effective supervision when they are applied in concrete contractual practices.

In addition to serving as a guideline for the validity of contracts, DSN-MUI fatwas also function as standards of sharia compliance that must be internalized in contractual practice. Nevertheless, DSN-MUI fatwas are normative in nature and do not technically regulate the detailed implementation of istishna contracts in the housing sector. This condition creates a challenge, especially when the fatwa must be operationalized in agreements involving technical aspects of construction, completion schedules, and dispute resolution mechanisms. Without adequate conceptual guidance, a broad space for interpretation may lead to inconsistency in practice and risks of Sharia non-compliance.²⁵

Apart from DSN-MUI fatwas, the application of istishna contracts is also related to general and sectoral positive legal regulations. Regulations on consumer protection, housing and settlement areas, and sharia-based business activities are directly relevant in ensuring the rights and obligations of parties in sharia housing transactions.

Although these regulations do not explicitly mention the istishna contract, the principles contained in them, such as legal certainty, consumer protection, and the responsibility of business actors, must remain a reference in the implementation of istishna contracts. Therefore, istishna contracts in sharia housing must be placed within a dual compliance framework, namely compliance with sharia principles and compliance with positive law.²⁶

In land-related transactions, harmonization between sharia principles and national land law is also important to prevent the misuse of land-based legal instruments and to maintain legal certainty.²⁷

From a normative perspective, the regulation of istishna contracts in Indonesia still has several limitations that require critical attention. One of the main limitations lies in the absence of technical regulations specifically governing the application of istishna contracts in the Sharia housing sector. The absence of such technical regulations causes the implementation of istishna contracts to depend greatly on the understanding and good faith of business actors. As a result, there is a potential for practices that formally use istishna contracts but substantively do not fully reflect the

²⁴ Taufik, Azhar, Dina Febriani, Asep Supyadillah, dan Hesty Ade Sulistia. "Implementasi Akad Istishna Produk Pembiayaan KPR Syariah Pada Bank Syariah Nasional Tinjauan Fatwa DSN-MUI No. 06/DSN-MUI/IV/2000." *Jurnal Ilmiah Ekonomi Islam*, Vol. 12, No. 2. 2026. Hal. 263–274.

²⁵ Ascarya, *Akad dan Produk Bank Syariah: Konsep dan Praktik di Indonesia* (Jakarta: Rajawali Pers, 2020), 141–145.

²⁶ Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen; Undang-Undang Nomor 1 Tahun 2011 tentang Perumahan dan Kawasan Permukiman.

²⁷ Warsidi, Suhartono, and Isma Swadjaja, "Tinjauan Hukum Islam terhadap Interseksi Hak Tanggungan Atas Tanah dan Hukum Perwakafan," *Jurnal Masharif Al-Syariah: Jurnal Ekonomi dan Perbankan Syariah* 10, no. 2 (2025), <https://doi.org/10.30651/jms.v10i2.27386>.

principles of sharia compliance and consumer protection.²⁸

In addition, the nature of DSN-MUI fatwas, which do not have binding legal force equivalent to statutory regulations, creates a further challenge in enforcing Sharia compliance. Although DSN-MUI fatwas are recognized and used as references in Sharia economic practices, their effectiveness depends greatly on supervision mechanisms and the awareness of business actors. In this context, a conceptual framework is needed to connect normative Sharia provisions with technical and practical needs.²⁹

Therefore, strengthening the regulation of istishna contracts does not only require the addition of formal rules, but also the formulation of a systematic and operational sharia compliance model.

Such a model is expected to function as a normative instrument that complements DSN-MUI fatwas and positive legal regulations, so that the implementation of istishna contracts in sharia housing can be more directed, consistent, and oriented toward consumer protection and the objectives of maqashid al-sharia.³⁰

C.4 Conceptual Sharia Compliance Model for Istishna Contracts in Sharia Housing Development

Based on the analysis of fiqh muamalah principles, Fatwa DSN-MUI Number 06/DSN-MUI/IV/2000 concerning Istishna Contracts, and regulations on consumer protection and housing, this study formulates a conceptual sharia compliance model arranged according to the stages of contract implementation. This model aims to ensure that the istishna contract not only fulfills legal-formal aspects, but also reflects the principles of justice, transparency, trustworthiness, and consumer protection as the objectives of Islamic economic law.

²⁸ Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen; Undang-Undang Nomor 1 Tahun 2011 tentang Perumahan dan Kawasan Permukiman.

²⁹ Ahmad Fauzan, "Analisis Kepatuhan Syariah dalam Pembiayaan Istishna pada Sektor Properti

Syariah," *Jurnal Hukum Ekonomi Syariah* 5, no. 2 (2021): 152–154.

³⁰ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori ke Praktik* (Jakarta: Gema Insani, 2019), 160–162.

Table 2. Conceptual Sharia Compliance Model of the Istishna Contract in Sharia Housing Development (attached)

Stage	Sharia Principle	Compliance Indicator	Risk of Non-Compliance	Mitigation
Pre-contract	Transparency	Building specifications are explained in detail	Gharar	Written technical specification document
Pre-contract	Justice	Price is clearly disclosed from the beginning	Price dispute	Fixed price clause
Pre-contract	Trustworthiness	Project legality is disclosed to consumers	Misleading information	Verification of legal documents
Contract	Voluntary consent	The contract is concluded without coercion	Defect of consent	Written approval
Contract	Legal certainty	The rights and obligations of the parties are clearly formulated	Default	Written sharia-standard contract
Contract	Price certainty	Price is not changed unilaterally	Payment dispute	Final price clause
Implementation	Trustworthiness	Construction follows the agreed specifications	Object nonconformity	Periodic monitoring
Implementation	Transparency	Any specification changes are communicated to consumers	Information asymmetry	Contract addendum
Implementation	Professionalism	Construction follows the agreed schedule	Delayed handover	Progress reporting system
Implementation	Accountability	Documentation of construction progress is available	Progress dispute	Periodic reports
Post-handover	Justice	The object is delivered according to the contract	Consumer loss	Handover minutes
Post-handover	Consumer protection	A complaint mechanism is available	Consumer dispute	Complaint service unit
Post-handover	Trustworthiness	A maintenance period or warranty is available	Building defects	Construction warranty
Post-handover	Legal certainty	A dispute resolution mechanism is available	Prolonged conflict	Sharia mediation or arbitration
Post-handover	Maqashid al-sharia	Consumers' economic rights are protected	Loss of consumer wealth	Sharia compliance supervision

Table 3. Mapping of the Sharia Compliance Model with Regulation

Compliance Aspect	Fatwa DSN-MUI No. 06/2000	National Regulation
Clarity of object specifications	The ordered object must be clear	Law No. 8 of 1999 concerning Consumer Protection
Price certainty	Price is agreed upon at the time of the contract	Civil Code and the principle of legal certainty
Payment mechanism	Agreed upon by the parties	Civil Code
Delivery of the object	In accordance with agreed specifications	Law No. 1 of 2011 concerning Housing and Settlement Areas
Consumer protection	Principles of justice and trustworthiness	Law No. 8 of 1999 concerning Consumer Protection
Dispute resolution	Based on Sharia principles	Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution

The model formulated in this study strengthens the view that consumer protection in Sharia housing transactions requires integration between Sharia principles and contractual legal certainty.³¹ Sharia compliance in istishna contracts is a key element in ensuring that sharia housing transactions are not only formally valid, but also reflect the substantive values of Islamic economic law. In this context, sharia compliance must be understood as an integrated system that governs all stages of the contract, from planning to the completion of the transaction. Therefore, a conceptual Sharia compliance model is needed as a normative framework capable of directing the implementation of istishna contracts consistently and fairly.³²

The conceptual sharia compliance model in istishna contracts can be arranged

according to the stages of contract implementation, namely the pre-contract stage, contract formation stage, implementation stage, and post-handover stage. At the pre-contract stage, sharia compliance focuses on the clarity of the contract object, technical specifications of the building, estimated completion time, and transparency of information provided to consumers. This clarity serves to avoid gharar and ensures that consumers have sufficient understanding before agreeing to the contract. From the perspective of consumer protection, the pre-contract stage is crucial because it determines the balance of bargaining positions between developers and consumers.³³

The contract formation stage is the normative phase that determines the validity of the istishna contract under Sharia. Sharia

³¹ Komarudin, M. "The Application of Istisna' Contract in Islamic Micro Finance Investment Financing." *International Indonesian Journal of Sharia Economics*. 2025.

³² Fathurrahman Djamil, *Hukum Ekonomi Islam:*

Sejarah, Teori, dan Konsep (Jakarta: Sinar Grafika, 2015), 173–176.

³³ Wahbah al-Zuhaili, *Fiqh al-Islami wa Adillatuhu*, vol. 5 (Damaskus: Dar al-Fikr, 2011), 3420–3424.

compliance at this stage is indicated by a clear and voluntary agreement regarding price, payment mechanism, completion period, and the rights and obligations of the parties. The price must be determined with certainty and may not be changed unilaterally, while the payment mechanism must be agreed upon from the beginning to avoid uncertainty. Within the sharia compliance framework, the contract formation stage also requires balanced contractual clauses so that the agreement does not create inequality that harms consumers.³⁴

At the implementation stage, sharia compliance is related to consistency between the agreement and the construction process. Any change in specifications, schedule, or costs must be made based on mutual agreement and remain within the corridor of Sharia principles. In this context, sharia supervision has an important role as a control mechanism to ensure that contract implementation does not deviate from normative provisions. Although this research is conceptual, the existence of sharia supervision mechanisms is positioned as an integral element of the ideal sharia compliance model.³⁵

The post-handover stage is an inseparable part of the sharia compliance model in istishna contracts. Sharia compliance at this stage is reflected in the

developer's responsibility for building quality, fulfillment of guarantees, and dispute resolution mechanisms when there is an inconsistency between the contract and construction results. The principles of justice and trustworthiness must continue to be maintained so that consumers receive sustainable protection, not only when the contract formally ends, but also after the object of the contract is handed over.³⁶

Conceptually, this sharia compliance model in istishna contracts functions as a normative framework integrating fiqh muamalah principles, DSN-MUI fatwas, positive legal regulations, and the objectives of maqashid al-sharia. This model is not intended to assess a particular practice empirically, but rather to provide an ideal guideline that may be used by business actors, regulators, and sharia supervisors. With a systematic conceptual sharia compliance model, the implementation of istishna contracts in sharia housing is expected to be more transparent, consistent, and oriented toward consumer protection.³⁷

Furthermore, this conceptual sharia compliance model has the potential to be developed into a more applicable instrument, such as a sharia audit checklist. However, such development requires further empirical research so that the model formulated is not only normative but also responsive to the dynamics of sharia housing practices in

³⁴ Muhammad Syafi'i Antonio, *Bank Syariah: Dari Teori ke Praktik* (Jakarta: Gema Insani, 2019), 151–154.

³⁵ Ascarya, *Akad dan Produk Bank Syariah: Konsep dan Praktik di Indonesia* (Jakarta: Rajawali Pers, 2020), 145–148.

³⁶ Undang-Undang Nomor 8 Tahun 1999 tentang Perlindungan Konsumen.

³⁷ Jasser Auda, *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach* (London: IIIT, 2008), 27–30.

Indonesia. Thus, the conceptual sharia compliance model formulated in this study functions as an academic foundation for strengthening istishna contract practices that are aligned with justice and public benefit.

D. CONCLUSION

Conclusion

Based on the discussion, it can be concluded that the istishna contract is relevant and valid for use in Sharia housing development as long as it is implemented in accordance with the principles of Islamic economic law. Sharia compliance in istishna contracts is not only related to the formal fulfillment of the pillars and requirements of the contract, but also includes commitment to the principles of justice, transparency, and consumer protection as the main objectives of Sharia.

This study shows that sharia compliance in istishna contracts needs to be developed through a systematic conceptual model covering the pre-contract stage, contract

formation stage, implementation stage, and post-handover stage. The conceptual sharia compliance model functions as a normative guideline to ensure that the implementation of istishna contracts in sharia housing is aligned with DSN-MUI fatwas, positive legal regulations, and the objectives of maqashid al-sharia, especially in relation to wealth protection and justice for consumers.

Recommendations

Based on these conclusions, future research is recommended to develop this study through an empirical or normative-empirical approach to test the application of the conceptual sharia compliance model in the practice of sharia housing development. In addition, the sharia compliance model formulated in this study may be further developed into a sharia audit. An instrument or an applicable compliance checklist that can be used as a tool for supervision and consumer protection in istishna contracts in the housing sector.

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