

ABSTRAK

Perkembangan usaha waralaba di Indonesia menunjukkan potensi besar dalam mendukung perekonomian nasional. Namun, dalam praktiknya, tidak semua sistem kemitraan waralaba dijalankan sesuai dengan prinsip syariah Islam, khususnya terkait kejelasan akad, pembagian risiko, dan pembagian keuntungan. Penelitian ini bertujuan untuk menganalisis implementasi akad kerja sama dalam usaha *franchisee* Ginastel ditinjau berdasarkan Fatwa DSN-MUI Nomor 114/DSN-MUI/IX/2017 serta Peraturan Pemerintah Nomor 35 Tahun 2024 tentang Waralaba.

Penelitian ini menggunakan metode kualitatif dengan pendekatan yuridis normatif dan empiris. Data diperoleh melalui observasi, wawancara, dan studi dokumentasi terkait sistem kemitraan *franchisee* Ginastel. Analisis dilakukan dengan membandingkan praktik kemitraan yang diterapkan dengan ketentuan akad syariah dan regulasi yang berlaku.

Hasil penelitian menunjukkan bahwa implementasi akad kerja sama *franchisee* Ginastel secara formal telah dilakukan melalui perjanjian tertulis dan dukungan pelatihan dari pihak pusat. Namun, secara substansi akad tersebut belum sepenuhnya sesuai dengan prinsip syariah, khususnya akad *shirkah* atau mudharabah, karena seluruh modal dan risiko usaha ditanggung oleh pihak mitra. Dari perspektif Fatwa DSN-MUI Nomor 114/DSN-MUI/IX/2017, praktik pembagian risiko dan keuntungan belum memenuhi prinsip keadilan syariah. Sementara itu, dari sisi hukum positif, sistem kemitraan Ginastel telah memenuhi sebagian ketentuan Peraturan Pemerintah Nomor 35 Tahun 2024, terutama terkait dukungan berkelanjutan, namun belum sepenuhnya memenuhi definisi waralaba karena tidak adanya mekanisme royalti berkala.

Kata kunci: Waralaba, Akad Shirkah, Ginastel,

ABSTRACT

The development of the franchisee business in Indonesia shows significant potential in supporting the national economy. However, in practice, not all franchisee partnership systems are implemented in accordance with Islamic sharia principles, particularly regarding the clarity of contracts, risk sharing, and profit distribution. This study aims to analyze the implementation of cooperation contracts in the Ginastel franchisee business as reviewed based on the DSN-MUI Fatwa Number 114/DSN-MUI/IX/2017 and Government Regulation Number 35 of 2024 concerning Franchising.

This research employs a qualitative method with normative and empirical juridical approaches. Data were collected through observation, interviews, and documentation studies related to the Ginastel franchisee partnership system. The analysis was conducted by comparing the partnership practices applied with sharia contract provisions and applicable regulations.

The results of the study indicate that the implementation of cooperation contracts in the Ginastel franchisee has formally been carried out through written agreements and training support from the central management. However, substantively, the contract has not fully complied with sharia principles, particularly shirkah or mudharabah contracts, as all capital and business risks are borne by the franchisee. From the perspective of DSN-MUI Fatwa Number 114/DSN-MUI/IX/2017, the practice of risk and profit distribution has not yet fulfilled the principles of sharia justice. Meanwhile, from the standpoint of positive law, the Ginastel partnership system has complied with several provisions of Government Regulation Number 35 of 2024, especially regarding continuous support, but has not fully met the definition of a franchisee due to the absence of a periodic royalty mechanism.

Keywords: *Franchisee, Shirkah, Ginastel*