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Symbolic Capital and *Muamalah* Ethics in Government Vehicle Lease-Purchase Contracts

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Abstract

This study aims to analyze the practice of hire purchase for official vehicles by local governments from the perspective of Islamic commercial law (*fiqh muamalah*) and to examine its social impacts. The hire purchase system is a contemporary practice not recognized in classical Islamic jurisprudence, which only identifies separate contracts of *ijarah* (leasing) and *bai'* (sale). In practice, government employees are treated as lessees until the final payment is made, after which ownership of the vehicle is transferred. This research employs a library-based approach using inductive, deductive, and comparative methods. The findings indicate that combining *ijarah* and *bai'* contracts into a single agreement contradicts Islamic legal principles due to ambiguities in rights and obligations. Although similar to al-*Ijarah al-Muntahiya bit-Tamlik*, the current practice violates the structural requirement of separating contracts. Socially, this mechanism generates jealousy, bureaucratic inequality, and decreased public trust in the fairness of public service facilities. The study recommends restructuring the mechanism to align with Islamic legal principles and social justice values. Future researchers are encouraged to explore alternative Sharia-compliant models for state asset procurement that emphasize transparency, equity, and social acceptance, particularly within the context of public bureaucracy in Indonesia.

INTRODUCTION

The hire purchase system for official vehicles has become an increasingly common practice implemented by local and municipal governments in Indonesia. This model is seen as a solution to overcome regional budget constraints in providing operational facilities, particularly official vehicles for civil servants and regional officials. In practice, this system uses a standard form contract that is entirely drafted by the vehicle supplier or seller. Prospective buyers, in this case government employees or officials, are required to fully accept the terms of the contract as determined, without any room for negotiation. If they do not agree, they risk not obtaining the vehicle they need (Afriyanti & Anshari, 2025).

In civil law, a hire purchase agreement is classified as an innominate contract an agreement not specifically regulated under the Indonesian Civil Code (KUHPer), yet still legally valid based on the principle of freedom of contract as stipulated in

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Article 1338 paragraph (1) of the KUHPer. However, this freedom is relative, as it remains subject to mandatory legal provisions. According to the Decree of the Minister of Trade and Cooperatives No. 34/KP/II/1980, a hire purchase system is defined as the sale of goods in which payment is made in installments, and ownership is transferred only after full payment is completed. In the context of local government, this system has been adopted as a mechanism for the procurement of official vehicles, enabling employees to own the vehicle after completing the installment payments, in accordance with the provisions of Law No. 22 of 1999 and Law No. 32 of 2004 on Regional Governance.

In academic discourse, studies on hire purchase are predominantly dominated by perspectives from positive law and regional financial management. Research by Saliman, (2016) emphasizes fiscal efficiency and the urgency of innovation in the procurement of official vehicles. Meanwhile, Rusli, (2015) highlights the civil law aspects and their implications for the rights and obligations of the parties involved in a hire purchase contract. Juani, (2023) found that the leasing scheme for official vehicles can reduce the technical burden and operational costs of government agencies, while also improving budget efficiency (djks.kemenkeu.go.id). Rapida, (2024) discovered that the practice of motor vehicle hire purchase in corporate contexts often leads to unclear contractual arrangements and potential violations of Sharia principles. Furthermore, Andika et al., (2025) assert that the leasing practices in Indonesia, which equate *ijarah* with *al-Ijarah al-Muntahiya bit-Tamlik*, may be considered *fasid* (invalid) due to the elements of multi-contracts (*ta'addud al-'uqud*) and *gharar* (uncertainty) contained within them (ojs.pps-ibrahimy.sac.id).

With the enactment of Law No. 22 of 1999 (UU Nomor 22, Tahun 1999) and Law No. 32 of 2004 (UU No. 32, 2004) on Regional Governance, the responsibility of local governments to improve public welfare has become increasingly significant. Public demand for services continues to grow, while the capacity of regional and municipal governments remains limited. Therefore, these governments need to pursue innovation, including in the provision of official vehicles.

According to the evaluation conducted by Saliman & SH, (2016), the current management system for official vehicles is considered inefficient and costly, particularly for vehicles older than five years, due to high maintenance costs and decreased asset value. Additionally, the disposal system for official vehicles often results in financial losses for the regional or municipal government because of the vehicles' low resale value.

In the perspective of *fiqh muamalah* (Islamic commercial jurisprudence), transactional practices continue to evolve in line with the progress of human civilization and developments across various sectors (Mansur et al. 2025; Zuzanti, 2024). One such evolving practice is the hire purchase system. The hire purchase contract is essentially a combination of *ijarah* (leasing) and *bay'* (sale) contracts (Chapra et al., 1997). In the context of *fiqh muamalah*, the combination of two contracts within a single transaction is often debated, as it can potentially lead to *gharar* (uncertainty), *ẓulm* (injustice or exploitation), and *iktināẓ* (accumulation of rights that disadvantage one of the parties). Therefore, this issue is not only relevant from the perspective of Sharia compliance but also from its social impact, including potential jealousy among employees, bureaucratic inequality, and a decline in public trust regarding the fair distribution of government facilities.

Buying and selling in the context of *fiqh muamalah* is a part of contractual transactions (*mu'āmalah*) that are strictly regulated by Islamic law (Wahbah az-Zuhaili, 2006). States that a valid sale in Islam requires mutual consent between two legally competent parties, a clear and lawful object, and the ability to deliver the object (Uddin & Ahmad, 2020; Ali, 2003). In the context of official vehicles, the object of this transaction falls under the category of state-owned assets, which necessitates legal review regarding ownership and the validity of the contract. Asrori, (2019) emphasizes that *fiqh muamalah* is capable of adapting to modern developments, including in the complex practice of buying and selling state assets.

Official vehicles, as part of State-Owned Assets (*Barang Milik Negara* or BMN), cannot be treated the same as private property. Rahman, (2018) explains that the disposal of such vehicles must comply with prevailing regulations, such as those outlined in the Ministry of Finance Regulation No. 111/PMK.06/2016. This indicates that before a vehicle can be sold to any party, it must first be declared as transferable property through a legally valid administrative process. This perspective aligns with the *fiqh* principle of *al-milkiyyah* (legal ownership) as a key requirement in sales transactions.

Furthermore, the disposal of official vehicles is often conducted through auction mechanisms. Sulistyowati, (2020), in her study on auctions in Islam, explains that sales through *muzayadah* (auction) are permissible as long as they uphold the principles of fairness, transparency, and avoid *gharar* (uncertainty). Therefore, the auction of government vehicles can be deemed acceptable within Islamic jurisprudence as long as the process is transparent and does not harm any party involved.

From the perspective of civil law, the sale of official vehicles often involves standard contracts prepared by government institutions (Simatupang, 2021). Highlights that the use of standard contracts in state asset transactions can create legal imbalances between the seller and the buyer. In *fiqh*, this could lead to *shubhat* (ambiguity or doubt) if one party feels coerced or does not fully understand the contents of the contract, which contradicts the principle of *ridha* (mutual consent) in contractual agreements.

Additionally, lease-to-own or *ijarah muntahiyah bit tamlik* contracts are often used in the transfer of official vehicles, particularly to employees who previously used them. Chapra et al., (1997) state that such combined contracts are permissible in Islam, provided that the elements of lease and sale are clearly defined from the beginning to avoid contract ambiguity. Therefore, clarity in the form and stages of the transaction is essential to ensure the validity of the contract from a *fiqh* perspective.

METHODS

In conducting this research, the researcher will employ a qualitative method with a phenomenological approach (Creswell & Creswell, 2023; Lubis & Pradini, 2024; Engkizar et al., 2024; 2026; Efendi et al., 2026; Maulana & Fauziyah, 2025; Supani et al., 2025; Wirananda, 2024). The qualitative method is chosen because the researcher will collect primary data directly from the field through informants. In addition, secondary data sources will include classical Islamic jurisprudence texts such as *al-Fiqh al-Islami wa Adillatuh* and *al-Ijarah al-Muntahiyah bit-Tamlik*, as well as positive legal literature such as the Indonesian Civil Code (*KUH Perdata*) and regional regulations governing lease-purchase agreements. Data will be collected through literature review and analyzed descriptively using inductive, deductive, and comparative approaches to draw conclusions that address the research problems.

RESULT AND DISCUSSION

Mechanism of Lease-to-Own Contracts for Official Vehicles in Regional Government

The lease-to-own system for official vehicles within the Regional Government specifically in the case studied by the author in Padang City, refers to Regional Regulation No. 7 of 2002. Although implemented in Padang City, this regulation serves as a reference for the execution of lease-to-own agreements for official vehicles within government institutions. The consumers, in this case regional employees or officials, are required to comply with the prevailing provisions, and any violation of the agreement may result in sanctions, including up to three written warnings. During the installment period, the vehicle remains the property of the Regional Government and only becomes private property once all installments have been fully paid.

According to Article 4 of Regional Regulation No. 7 of 2002, official vehicles that are at least five years old may be leased under a lease-to-own scheme to the officials who use them, provided this does not interfere with the performance of official duties. The lease-to-own process is bound by a mutually beneficial agreement, as stated in Article 12. This article stipulates that maintenance costs are borne by the official user; however, if an accident occurs during the execution of official duties, the repair costs will be covered by the regional government. Meanwhile, operational expenses of the vehicle remain the responsibility of the government.

Key requirements for lease-to-own include: the vehicle must be at least five years old, categorized as an operational vehicle such as a sedan, jeep, or motorcycle; the applicant must have a minimum of 10 years of service; must not have received any lease-to-own vehicle in the last 10 years; the maximum lease period is five years; and the vehicle must still be prioritized for official use. In addition, the vehicle remains a regional/city government asset until the installments are fully paid. The vehicle registration certificate (*BPKB*) remains under the name of the government and is held by the regional/city head, while the vehicle license (*STNK*) is held by the user official.

If the official is transferred before completing the installments, Article 15 stipulates that if transferred outside the region, the remaining installments must be paid in full. If unable to pay, the lease-to-own agreement is canceled and previously paid installments are refunded. If the transfer remains within the same regional government, the vehicle may be transferred to the new unit. Similarly, upon retirement, the official must either pay off the remaining installments or the agreement will be terminated.

The application procedure begins with a written request to the regional/city head, submitted through an implementing committee, along with administrative requirements such as a civil servant decree (*SK PNS*), a letter of declaration, and a salary deduction authorization letter. The committee will verify documents, inspect the vehicle, determine the selling price, deductions, down payment, installment amount, and repayment period. Once approved by the mayor, the regional/city secretary signs the agreement with the applicant official, and the rights and obligations of both parties take effect.

For example, a civil servant in grade III/d with 12 years of service receives an official vehicle, such as a car, in 2000. In 2005, he applies for a lease-to-own scheme. After approval, a vehicle valued at IDR 60 million receives a 30% discount, bringing the price down to IDR 42 million. A 25% down payment of IDR 10.5 million is paid, and the remaining amount is paid in 60 monthly installments of IDR 525,000. Once fully paid, the vehicle can be registered under the official's name and becomes private property. In this case, two contracts are involved: a lease contract (*ijarah*) during the installment period, and a sales contract (*bai'*) after the final payment, whereby full ownership is transferred to the official.

The Perspective of *Fiqh Muamalah* on the Lease Contract of Official Vehicles

Before the author elaborates on the *fiqh mu'amalah* perspective regarding the lease contract of official vehicles, it is important to first explain the definitions of leasing (*ijarah*) and buying and selling (*bay'*). Leasing (*Ijarah*) is (Zuhaily, 1997).

عقد موضوعة المبادلة علي منفعة الشيئ بمدة محدودة اي تمليكها بعوض فهي بيع المنا فع

Meaning: *A contract in which the object is the exchange of benefits for a specified period, meaning the ownership of benefits in return for compensation, similar to selling the benefit*

From this definition, it is clear that leasing (*ijarah*) is a type of contract intended to obtain benefits in exchange for compensation. In the case of *ijarah*, the leased object itself does not diminish in any way; in other words, what is transferred in a lease is only the benefit or service of the leased item, not its ownership. The permissibility of leasing in Islamic law is based on the word of Allah in Surah Al-Baqarah, verse 233, which states:

The meaning: *"And if you wish to have your children nursed by someone else, there is no sin upon you as long as you pay fairly. And fear Allah and know that Allah is All-Seeing of what you do."*

Based on the above definition of leasing, it can be understood that ijarah is based on the transfer of benefits or services. Essentially, the ijarah contract follows the same principle as a sale, but the difference lies in the object of the transaction. In a sale, the object is a tangible good, whereas in a lease, the object is the benefit or service derived from a good. Therefore, in an ijarah contract, there is no transfer of ownership, but only a transfer of usage rights from the owner to the lessee. In contrast to a sale where ownership rights are transferred from the seller to the buyer, in ijarah, only the right to benefit is transferred from the lessor to the lessee. Thus, ijarah involves only the use of goods or services. This type of contract is commonly practiced in various government organizations today, such as the leasing of official residences occupied for extended periods, including the leasing of official vehicles used by certain government officials (Karim, 2007).

Ijarah al-Muntahiya bit-Tamlik is the ownership of the benefit of an asset (or service) for a clearly defined period, followed by the transfer of ownership of the asset itself under specific and agreed-upon conditions. *Ijarah Muntahia Bittamlik* (lease-to-own) is a contract between a financing company (*muajjir*) and a consumer (*mustajir*) as the lessee. The lessee agrees to pay rent for the duration of the agreed lease period, and upon the lease's expiration, the company (*muajjir*) holds the option to transfer ownership of the leased object to the lessee (Antonio, 2001).

In *Ijarah Muntahia Bittamlik*, the transfer of ownership of the leased asset occurs in one of the following two ways: The lessor makes a promise to sell the leased asset at the end of the lease period. The lessor makes a promise to gift (grant ownership of) the leased asset at the end of the lease period.

The option to sell the asset at the end of the lease period (alternative 1) is typically chosen when the lessee's financial capacity to pay rent is relatively limited. Because the rental payments are relatively low, the accumulated rental amount by the end of the lease period is not sufficient to cover the purchase price of the asset and the profit margin set by the lessor. Therefore, to cover this shortfall, if the lessee wishes to own the asset, they must purchase it at the end of the lease term.

The option to gift the asset at the end of the lease period (alternative 2) is generally chosen when the lessee has a greater financial capacity to pay rent. Since the rental payments are relatively high, the accumulated rent by the end of the lease period is sufficient to cover the asset's price and the profit margin set by the lessor. As a result, the lessor may gift the asset to the lessee at the end of the lease period.

Seeing the above, in principle, every *muamalah* is permissible (*mubah*) as long as it does not conflict with the sharia and follows the rules of fiqh held by the ulama, namely :(Zuhaily, 1997)

الأَصْلُ فِي الْمُعَامَلاَتِ اْلإِبَاحَةُ إِلاَّ أَنْ يَدُلَّ دَلِيْلٌ عَلَى تَحْرِيْمِهَا

Meaning: *"The basic principle in transactions and the conditions relating to them are that they may be entered into, as long as they are not prohibited by sharia or contrary to the texts of sharia"*

Allah SWT commands believers to carry out buying and selling, renting and must fulfill promises that have been made as stated in the following words of Allah SWT:

Meaning: *and if you want your child to be breastfed by someone else, then there is no sin for you if you pay according to what is appropriate. Fear Allah and know that Allah is All-Seeing of* *what you do.* (QS al-Baqarah verse 233); Allah has permitted buying and selling and prohibited usury. (QS al-Baqarah verse 275. Meaning: *O you who believe, fulfill the aqads* (Q.S al-Maidah verse 1).

Lease to own is a form of hybrid agreement that combines elements of sale (*ba'i*) and lease (*ijarah*), which is not explicitly regulated in the Indonesian Civil. This type of agreement initially emerged from public needs, particularly among civil servants, who wished to own a vehicle but lacked sufficient funds to purchase it outright in cash. The primary objective of lease-to-own arrangements is to acquire ownership of an item, not merely the right to use it.

Although the item has been handed over to the buyer, legal ownership remains with the seller until all installments are fully paid. During the installment period, the payments are considered as rental fees. Ownership of the item is only transferred once the installments are completed. This differs from installment sales, in which the buyer becomes the legal owner of the item from the beginning of the agreement, even though the payment is made in stages. This difference in ownership status leads to distinct legal implications. In an installment sale, the buyer is free to treat the item as their property, including the right to sell, lease, or pledge it. In contrast, under a lease-to-own agreement, the buyer does not yet have legal ownership and therefore is not authorized to transfer the item. If they do so, it may be considered a criminal offense of embezzlement.

In practice, hire purchase is often equated with leasing, even though the two have differences. According to Adrian Sutedi, leasing is a form of financing that includes the provision of goods, either through a lease without an option (operating lease) or with an option (financial lease), which is used by the lessee for a certain period of time with periodic payments. Leasing consists of two types: operating lease, where the lessee does not have the right to buy, and financial lease, where the lessee has the option to buy goods at the end of the lease term at a low price or with easy terms. Because leasing is a rental agreement, the ownership of the goods remains with the lessor until the end of the agreement. The lessee only gets the right to benefit (economic), while the risk remains borne by the lessor (Sutedi & Sikumbang, 2009).

The main difference between leasing and lease-to-own lies in the transfer of ownership. In leasing, the asset remains the property of the lessor until the end of the lease period, whereas in lease-to-own agreements, ownership is transferred to the buyer after all installments have been paid. Therefore, leasing provides only the right to use the asset, while lease-to-own is directed toward the transfer of ownership. However, in practice, the concept of leasing has shifted and is often equated with lease-to-own or even with installment sales. M.R. Kurnia states that an operating lease is a pure rental agreement, while a financial lease allows for the transfer of ownership at the end of the lease period. If the lessee fails to complete the payments, the asset remains with the lessor; conversely, if payments are completed, ownership is transferred to the lessee. In motor vehicle agreements, it is common for both the vehicle registration certificate (BPKB) and the vehicle license (STNK) to be in the buyer's name, even when the agreement is structured as a lease or lease-to-own. This indicates a shift in ownership rights. However, in the context of official vehicles, ownership remains under the name of the government. The BPKB and STNK remain under the name of the regional or city government and can only be transferred to the employee after all installments are fully paid. To protect the rights of the seller (creditor), lease-to-own agreements often include clauses that are disadvantageous to the buyer (debtor), including the following: (Antonio, 2001)

The first, the seller has the right to withdraw the goods and cancel the agreement, and consider the installments as rent. The second, seller can impose a fine. The third, the seller can demand payment of all remaining installments at once. The fourth, the seller is given absolute power over the goods. The fifth, cancellation of the agreement without going through the courts. The sixth, the agreement is executory.

In addition, there are additional clauses such as prohibitions on selling or transferring goods, granting access for sellers to enter the buyer's house to withdraw goods, or confiscating other goods belonging to the buyer. In the official vehicle lease scheme where the author studied, there is a balance between the government and employees as consumers. This is reflected in the provisions of Article 15 of the Regional Regulation which states: i) if an official is transferred out of the region before the installments are completed, the official is required to pay off the balance at the time of the handover of office. If unable to pay off, the agreement is canceled and the down payment and installments are returned, ii) if the transfer occurs within the Regional Government environment, the vehicle can still be taken to the new work unit, iii) if an official retires before the installments are paid off, he is required to pay off the remaining installments. If not, the agreement is canceled and the down payment and installments are returned.

However, based on the principles of *muamalah fiqh*, this scheme has several inconsistencies, including (Soemitra, 2021): if it is a pure ijarah (rental) contract, then after the vehicle is returned, the down payment and installments are not returned because they are compensation for the benefits of the goods. The provisions for returning down payments and installments are actually detrimental to the government because the vehicle has experienced depreciation in value. There is a combination of two contracts in one object, starting from a rental contract and ending with a sale and purchase after payment, which makes it not entirely in accordance with one type of contract. Cannot be categorized as a pure ijarah contract because there is a transfer of ownership at the end of the lease period. Not included in the sale and purchase contract because ownership does not immediately transfer after the contract. Not in accordance with *ba'i bitsamanin ajil* (installment sale and purchase) because ownership does not immediately transfer during the contract. Not identical to *ijarah al-muntahiyah bit-tamlik* because in this contract there must be a clear separation between the rental contract and the promise of ownership (*wa'd*), which is not binding until the rental period ends and is followed by a transfer of ownership rights contract.

Scholars have differing opinions regarding the prohibition of combining two contracts in a single *muamalah* transaction, as mentioned in the hadith. Imam al-Shafi'i and Imam Abu Hanifah prohibit the combination of a *ba'i* (sale) contract with an ijarah (lease) contract, while Imam Malik permits the combination of these two, but prohibits combining other types of contracts. Wahbah al-Zuhaili states that.

وقال الشافعية والحنا بلة : ان هذا العقد باطل لانه من بيو ع الغرار

بسبب الجها لة , لانه لم يجزم البائع ببيع واحد فاشبه ما لو قال

بعتك هذا او هذا ولان الثمن مجهول

Meaning: *Shafi'i and Hanabila prohibit collecting two contracts in one muamalah object because the contract is a false contract which is called gharar and the price is not clear, such as I am selling you this or this and the price is not clear*

Meanwhile, Ibn Taimiyah and Ibn Qayyum: It is truly understood in the discussion of conditional contracts according to Ibnu Taymiyah and Ibn Qayyum from the Hanabila school of thought that valid contracts, agreements, rules and customs have several conditions as long as they do not conflict with the text of the Sharia'.

From the two opinions above, it can be understood that conditional sales such as when a seller requires the buyer to rent a house to someone or to gift something are considered by the Hanbali school as contracts containing conditions that are prohibited by sharīʻah. In contrast, Ibn Taymiyyah and Ibn Qayyim allow any conditions within a contract as long as both parties agree and the condition does not permit what is forbidden or forbid what is lawful. They argue that the default ruling for contracts and conditions is permissibility (*ibāhah* or *jawāz*) unless there is evidence prohibiting them, in order to preserve public interest (*maslahah*) and accommodate customary practices. According to them, prohibiting contracts and conditions that have become common in society without clear *sharʿ*ī evidence amounts to declaring something unlawful that Allah SWT has not forbidden. The basis of the law that they adhere to is the word of Allah in Surah al-Nisa' verse 29: Meaning: *O you who believe, do not devour each other's wealth in a false way, except by means of commerce that is valid between you. and do not kill yourselves. Indeed, Allah is Most Merciful to you.*

The hadith of the Prophet Muhammad SAW reveals that: *agreements can be made between Muslims, except for agreements that forbid what is halal or allow what is haram, and Muslims are bound by the conditions they make except conditions that prohibit what is halal and make lawful what is haram* (HR Tirmidhi).

The hadith above provides direction not to carry out conditional buying and selling, because conditional buying and selling is prohibited. Legitimate buying and selling is buying and selling in accordance with Islamic law. The vehicle rental purchase agreement between the regional government and its employees has certain criteria, procedures and conditions. Based on the agreed promise, both parties are obliged to fulfill their promise as stated by Allah SWT in surah al-Maidah verse 1: *O you who believe, fulfill the aqad-aqad.*

The combination of two contracts as illustrated by Wahbah al-Zuhaili above is not the same as the combination of contracts in a lease-to-own agreement. A *bai'* (sale) contract combined with an *ijarah* (lease) or *hibah* (gift) contract consists of two separate contracts executed at different times. The *bai'* contract serves as the main contract, while the ijarah or *hibah* contract is an additional one, acting as a condition upon which the main contract depends. In the case of lease-to-own agreements for official vehicles, both contracts are merged into a single agreement and executed simultaneously as part of one *muamalah* activity. The payments made during the installment period may change in function depending on the buyer's ability to complete the payments. If the buyer is unable to complete the installments, the payments are treated as rent. However, if the buyer is able to fulfill the payments, the installments are considered as the purchase price in a sale transaction (Zuhaily, 1997).

In this way, the contract for renting and purchasing an official vehicle is closer to the *mumtahiya bit-tamlik* contract but does not meet the requirements, namely that there al-ijarah al is a merger between the rental and purchase contracts, thus the contract for renting an official vehicle is a prohibited contract and can be categorized as a contract that contains *gharar*.

In the sociological approach of Pierre Bourdieu's thinking, the social impact of the practice of renting and purchasing official vehicles is closely related to the structure of symbolic power, capital, and habitus that form patterns of relations in the public bureaucracy. This practice is not only related to the legal-formal aspects and fiscal efficiency, but also concerns how state assets such as official vehicles become instruments of production and reproduction of symbolic power in the bureaucracy.

In general, the lease purchase system known in Islam as *Ijarah Muntahiyah Bit Tamlik (IMB)* can provide fiscal benefits for government agencies, because it allows the procurement of goods without the burden of large expenditures at the beginning (Sabiq, 2001). However, if its implementation is not accompanied by the principles of transparency and accountability, then official vehicles can change from public service tools to symbolic capital that strengthens the social status of certain officials.

Bourdieu explains that symbolic capital is a form of power that appears legitimate in the eyes of society because it is disguised by symbols of honor, status, and authority. When official vehicles are used for personal interests or displayed as a symbol of prestige, this reflects the use of state facilities to emphasize symbolic dominance in the bureaucratic field. This is a form of symbolic violence, namely domination that is not realized by the dominated party because it has been considered "normal".

In the context of Islamic teachings, this behavior is contrary to the principles of *'adalah* (justice) and *amanah* (responsibility) which are the basis of the relationship between leaders and the people (al-Qaradawi, 1995). Thus there is a tension between the ethics of Islamic transactions, which emphasize justice and social responsibility, and bureaucratic practices that have experienced distortions of meaning through the unequal distribution of symbolic capital.

Furthermore, the unequal distribution of official vehicles among civil servants highlights the disparity within the bureaucratic structure. In Bourdieu's terms, this reflects a stratification within the field of power, where employees compete for position, status, and access to state resources. Such inequality not only affects organizational solidarity and work morale, but also normalizes internal hierarchies that undermine collegiality and the spirit of public service (Fattah, 2017).

Therefore, the policy of procuring official vehicles through lease-purchase contracts should not be viewed merely as an administrative or economic decision, but rather as part of the production of meaning and social structures. A comprehensive approach is thus required one that integrates Islamic social ethical values with a sociological critique of symbolic capital, as articulated by Pierre Bourdieu. This is crucial to ensure that bureaucratic practices do not drift away from the principles of social justice, but instead strengthen the functions of service and public integrity oriented toward the common good.

CONCLUSION

Based on the findings discussed, the hire-purchase mechanism for official vehicles within regional or municipal governments typically begins with a contractual agreement between the government institution, as the owner of the vehicle, and the civil servant as the user. This agreement often combines elements of both a lease (*ijarah*) and a sale (*bai'*) into a single contract. Once the installment payments are completed, ownership of the vehicle is transferred to the civil servant. However, from the perspective of Islamic commercial jurisprudence (*fiqh muamalah*), such a mechanism raises concerns due to the combining of two distinct contracts within a single transaction object namely, the lease and sale which is traditionally prohibited unless each contract is clearly separated in terms of time and intention. As established in the reviewed literature, this arrangement does not fully align with the principles of a standard lease contract, as it anticipates ownership transfer, nor with a conventional sale, as ownership is not immediately transferred at the time of the agreement. Nonetheless, this practice more closely resembles the structure of al-*Ijarah al-Muntahiyah bit-Tamlik* (a lease ending in ownership), provided that the lease and purchase contracts are executed separately and transparently.

From a social perspective, the hire-purchase of government vehicles may offer fiscal efficiency for public institutions but also carries potential social risks. When such vehicles are used beyond official duties or become symbols of status among civil servants, it may lead to social envy, internal bureaucratic inequality, and declining public trust in government institutions. From an Islamic ethical standpoint, such practices conflict with the values of '*adalah* (justice) and *amanah* (public trust and responsibility), which should serve as foundational principles in the management of state-owned assets. In conclusion, hire-purchase policies for government vehicles should be re-evaluated not only in terms of administrative procedures and positive law, but also through the lens of Islamic jurisprudence and social ethics. In practice, it is essential to ensure that the lease and sale components are clearly separated and that transparency and accountability are upheld in the management of public assets.

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