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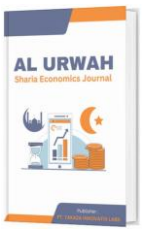

Islamic Business Law Review of the Practice of Matchmaking Services on Instagram in the Wakalah bil Ujrah and Samsarah Agreements

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Abstract :*This study was motivated by the rise of Instagram accounts offering paid matchmaking services based on ta'aruf, while the nature of the contracts between service providers and clients has not been extensively examined from the perspective of Islamic business law. This study aims to describe these service practices and analyze their compatibility with the wakalah bil ujrah and samsarah contracts. The study employs a descriptive-analytical qualitative method, using a literature review with juridical-normative and conceptual approaches. Secondary data were sourced from the Qur'an, hadith, fiqh texts, DSN-MUI fatwas, laws and regulations, and previous studies, which were collected through documentation and analyzed descriptively and analytically using deductive reasoning. The research findings indicate that the practice of matchmaking services essentially involves a mixed contract. The activity of bringing prospective partners together has the characteristics of a samsarah contract, while the screening of participants, the sharing of information, and the arrangement of meetings reflect a wakalah bil ujrah contract. This practice can be deemed valid if the subject of the service is halal and intended for marriage, the fee is clear and agreed upon from the outset, there are no misleading claims of success, and the participants' trust and data privacy are safeguarded. Potential issues arise from unwritten contracts, non-refundable fees, success claims, and the handling of personal data. Thus, the "sharia-compliant" label is not the sole measure of validity, as fulfilling the pillars and conditions of the contract, along with consumer protection, are the primary considerations. Therefore, a standardized written contract model is necessary for matchmaking services based on ta'aruf.*

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Introduction

The development of digital technology has changed the way people build relationships, including in the process of finding a life partner. A 2025 survey by the Indonesian Internet Service Providers Association (APJII) recorded that the number of internet users in Indonesia reached 229,428,417 people, or 80.66 percent of the total population. Social media is one of the main reasons people connect to the internet, at 24.80 percent, while Instagram is a widely used platform. These internet users are dominated by Generation Z at 25.54 percent and millennials at 25.17 percent (APJII, 2025), most of whom are in the phase of life when it comes to finding a partner and starting a family. These developments indicate that social media is no longer just a means of sharing content and building social networks, but has also evolved into a meeting space for individuals seeking potential partners.

From an Islamic perspective, the process of finding a partner is part of the stages leading to marriage, which has certain provisions and limitations. Marriage is not only seen as a relationship between a man and a woman, but as a bond with religious, social, and legal dimensions. The Qur'an describes marriage as a mitsaqan ghalizha, a strong agreement, so the process leading to marriage must also be placed within a framework that is in accordance with sharia principles. In Indonesian positive law, marriage is understood as a physical and spiritual bond between a man and a woman to form a happy and eternal family based on the One Almighty God (Law Number 1 of 1974, 1974). Before marriage, Islam recognizes the processes of ta'aruf, nazhar, and khitbah as part of the effort to get to know the prospective partner while still adhering to sharia provisions. Provisions regarding the proposal of marriage are also recognized in the Compilation of Islamic Law as one of the stages before marriage (Compilation of Islamic Law, 1991).

The practice of finding a partner, which previously largely took place through family, relatives, religious figures, or social circles, has now undergone changes with the development of digital media. Social media allows individuals to obtain information about potential partners without having to meet face-to-face within the same social circle. Instagram, for example, is not only used to share photos, videos, and information but is also utilized by a number of accounts as a means of introducing and connecting people seeking partners. Handayani's research on the Rumaysho Matchmaking Agency shows that digital media can be used in the ta'aruf process through several stages, from introducing the candidate, to the vows, to the engagement and marriage (Handayani, 2022). Other research also shows that Instagram has become a new space for Muslim ta'aruf practices, with characteristics distinct from conventional matchmaking patterns, as the introduction process takes place through a system of accounts, posts, participant codes, direct messages, and various forms of digital communication (Attarwiyah et al., 2026).

These developments have given rise to matchmaking services that are not entirely social or voluntary. Some matchmaking account managers or platforms offer their services to the public by charging a fee, whether for registration, administration, service packages, or payment for finding potential partners. This situation demonstrates a shift in the nature of the activity from simply matching potential partners to a service with economic value. This practice also demonstrates a relationship between the service provider and the user who receives payment in return. In this context, matchmaking practices can no longer be viewed solely from a social and religious perspective but also need to be examined as a muamalah relationship involving rights, obligations, services, and rewards.

The existence of payments in matchmaking services raises issues regarding the clarity of the legal relationship between service managers and users. Users basically spend a certain amount of money in the hope of obtaining certain services from the manager, while the manager has an obligation to provide services in accordance with the form of service offered. However, in the practice of Instagram-based services, this relationship is not always outlined in an agreement that clearly explains the position of each party. Agreements can take place via direct messages, registration forms, terms listed on the account, or proof of payment. Problems can arise when there is no clarity regarding the type of service that is the manager's obligation, the limits of the manager's responsibility, the form and amount of ujrah, the mechanism for returning payments, and the consequences if the user does not get a prospective partner who meets his or her expectations.

This situation is important to examine because the use of terms such as "Islamic ta'aruf," "Islamic matchmaking agency," or "Islamic matchmaking service" does not automatically indicate that the relationship between the administrator and the user meets the contractual requirements of Islamic

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business law. Clarity of the contract is necessary to determine the actual object of the transaction, who has the authority to carry out an action, what form of compensation is given, and what the responsibilities of each party are in the event of a problem. Thus, the main issue lies not only in whether the ta'aruf process conducted through Instagram complies with sharia provisions, but also in how the contractual relationship between the service provider and the user should be constructed according to Islamic business law.

One contract that can be used to analyze this relationship is wakalah bil ujrah. Wakalah is the granting of power from someone to another party to carry out an action that can be represented, while wakalah bil ujrah is the granting of power accompanied by a reward. If the matchmaking service manager obtains authority from the user to carry out certain actions in order to find or connect the user with a potential partner, then the relationship can have the character of wakalah bil ujrah. In this position, it is important to see the extent of authority given to the manager and what actions can be taken on behalf of the user.

This relationship can also be analyzed through the concept of samsarah. Samsarah is essentially related to the intermediary activity that brings together parties with interests in a transaction. If the service provider only functions as a party that searches for, introduces, or brings together users with potential partners without obtaining the authority to act as the user's representative, then the nature of the relationship may be closer to samsarah. The distinction between wakalah bil ujrah and samsarah is important because each has a different relationship character, party position, scope of authority, and responsibility.

Studies on wakalah (private partnership) and wakalah bil ujrah (private partnership) are based on fatwas from the National Sharia Council-Indonesian Ulema Council (DSN-MUI), while the concept of intermediary or wasathah is also recognized in muamalah practices. However, these provisions do not specifically describe the construction of contracts in paid matchmaking services conducted through social media. The nature of matchmaking services differs from general transactions of goods or services because the object of the service is not an object that transfers ownership, but rather the activity of searching, selecting, introducing, and mediating potential partners. Therefore, a more specific analysis is needed to determine the most appropriate contract based on the characteristics of the relationship that actually occurs in practice.

Several previous studies have discussed the development of digital ta'aruf (relationship) and the use of social media as a means of finding a partner. Handayani, for example, examined the ta'aruf process at the Rumaysho Matchmaking Agency and the stages of relationships between prospective partners within the service (Handayani, 2022). Hafidho's research examined the process of partner selection, registration, religious compatibility, and the nazhar (covenant) stages in sharia-compliant ta'aruf services (Hafidho, 2020). Dhiya, Falakha, and Hami's research examined ta'aruf practices through social media from the perspective of fiqh munakahat (Dhiya et al., 2025). Bairi, Rodafi, and Masruchah's research also examined finding a partner through social media from the perspective of Islamic law. These studies illustrate that social media has become a new tool in the partner-finding process, but the discussion is more focused on the ta'aruf mechanism, partner selection, and the compatibility of interactions with Islamic legal principles (Bairi et al., 2025).

Other studies examine this phenomenon from social, communication, da'wah, and maqashid sharia perspectives. Attarwiyah, Roibin, and Barizi view the development of digital ta'aruf as a form of change in the Muslim introduction space influenced by the logic of social media (Attarwiyah et al., 2026). Research on digital ta'aruf communities or platforms also shows the use of religious symbols to build trust and demonstrate pious identity. Meanwhile, Athifah, Mulyani, and Kamiliyah analyze digital ta'aruf practices through the perspective of maqashid al-shari'ah, particularly in relation to hifz al-din (Athifah et al., 2025). There are also studies that view ta'aruf practices as part of the commodification of da'wah and religious activities in the digital space. However, these studies have not specifically positioned the relationship between paid matchmaking service providers and users as a matter of contract within Islamic business law.

This gap indicates that research on digital ta'aruf (intimate marriage) still leaves open the question of constructing the legal relationship between service providers and users. Previous research generally addresses how the matchmaking process is conducted, how ta'aruf ethics are applied, or how social media shapes new ta'aruf practices. Meanwhile, the contractual aspects that arise when such

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services are provided in exchange for compensation have not received adequate attention. Determining the nature of the contract has consequences for the rights and obligations of the parties, the form of ujrah (payment), the authority of the administrator, and responsibility if the service does not perform as promised.

This research offers a novelty by placing the contractual relationship between the manager of a paid matchmaking service on Instagram and the user as the main object of study. The research not only assesses whether the practice of ta'aruf conducted through Instagram is in accordance with sharia principles, but also seeks to identify the character of the parties' relationship to determine whether it is more appropriately constructed as wakalah bil ujrah or samsarah. This analysis is expected to clarify the limits of the manager's authority, the user's position, the form of ujrah, the parties' responsibilities, and the character of the service that is the object of the contract. With this approach, this research is aimed at providing an overview of the construction of an Instagram-based matchmaking service contract that is more in line with the principles of Islamic business law.

Method

This research is a library research study that uses descriptive-analytical qualitative analysis. The use of this method is based on the nature of the research problem, which focuses on assessing the conformity of a practice with the provisions of the contract. With such a problem character, a review of legal sources and literature is the main stage in establishing the analytical basis before the results of the study are compared with empirical conditions (Moleong, 2017). To obtain a comprehensive analysis, this study uses three approaches. First, a juridical-normative approach is used to identify and examine the arguments, fatwas, and provisions of laws and regulations related to the research object (Marzuki, 2017). Second, a conceptual approach is used to understand and differentiate the concepts of wakalah, ujrah, and samsarah as a basis for classifying the legal relationships studied. Third, the maqashid sharia perspective is used to examine the conformity of service objectives with the principles of protecting religion, descendants, honor, and property (Nasution, 2020).

The data analyzed were entirely secondary qualitative data. The sources were divided into primary legal materials and complementary secondary legal materials. At the primary level, the study utilized the Qur'an, hadith, several Shafi'i fiqh books, namely al-Umm, Fath al-Qarib, Fath al-Mu'in, and Kifayat al-Akhyar, the DSN-MUI Fatwa, the Compilation of Sharia Economic Law, and laws related to the research problem. Meanwhile, secondary materials were sourced from books on business law and sharia economics published in the last ten years and scientific articles in relevant journals. Information regarding the practice of matchmaking services via Instagram was obtained from previous studies that directly discussed online matchmaking accounts or agencies. Because these sources were used to observe practice trends, the information obtained is positioned as a general pattern and is not intended to represent any particular account.

The research data collection phase involved searching national journal databases, university repositories, and official fatwa institution websites. Keywords used were tailored to the focus of the study, including online ta'aruf (conjugal relationship), matchmaking (matrimonial relationship), wakalah bil ujrah (promise), samsarah (promise), and social media matchmaking. Not all of the literature found was used; it was first selected based on the relevance of the substance, the credibility or authoritativeness of the publisher, and the novelty of the source. The data was then analyzed through three stages: data reduction, data presentation, and conclusion drawing (Miles et al., 2020). Deductive reasoning was used in this process, establishing the pillars and conditions of the marriage contract as the basis for assessment and then linking them to patterns of matchmaking services found in various sources. The validity of the information was checked through source triangulation, comparing information derived from sharia law, fatwas, and previous research.

Results and Discussion

1. Practice Patterns of Instagram-Based Matchmaking Services

A review of previous research shows that matchmaking services using Instagram have diverse mechanisms. While each account or agency may implement different procedures and pricing patterns, several common stages can be identified: service introduction, participant registration, selection and matching, mentoring, and payment for services. This pattern demonstrates that matchmaking accounts

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are not only used to display information about potential partners, but under certain circumstances also serve as a means of providing services that connect individuals seeking partners.

The initial phase is generally related to promotion and building trust in the service. The administrator can introduce the account's identity, explain the ta'aruf (relationship) procedure, display religious messages or quotes, and include previous user experiences through testimonials. The use of terms like ta'aruf (relationship), halal (relationship), and towards marriage (marriage) emphasizes that the service is geared toward finding a partner within the framework of Islamic values. Testimonials are equally important, as they can serve as a means of establishing perceptions of the administrator's experience and credibility among potential users.

Once potential users have obtained information about the service, the process can proceed to registration, or participant enrollment. Registration is accomplished by submitting personal information via a form or direct messaging. Requested data may include age, occupation, identity, desired partner criteria, and other information deemed necessary for the matching process. In some services, participant information is not directly displayed using real identities but is instead coded to limit data disclosure. This pattern demonstrates that administrators play a role in receiving, storing, and managing participants' personal information before the introduction process begins.

The next stage involves selecting and matching potential partners. Information gathered from participants is then used to determine who is deemed suitable based on certain criteria. Once a suitable candidate is found, information about them can be forwarded to interested participants. This process involves more than just providing publication space, but also encompasses specific tasks before the potential partners are brought together. In some services, this process continues with assistance in interactions between participants. The introduction phase can progress from online ta'aruf (getting to know each other) to nazhar (promise), khitbah (contract), and even marriage. The manager or a party acting as a mediator can help guide and monitor the interaction process to ensure it adheres to what is believed to be the limits of sharia law. The presence of a mentoring function indicates that the services provided by certain managers extend beyond initial introductions and may include administrative support and assistance in subsequent stages.

The final stage relates to providing compensation for services. The form of payment can vary from one service to another, for example, through registration fees, administration fees, specific service packages, or payments tied to the achievement of certain milestones. These variations are crucial in determining the nature of the legal relationship between users and administrators. Based on patterns described in the literature, the parties involved can include account administrators, male and female participants, and guardians or family members. Because the mechanisms of each service are not uniform, these patterns cannot be automatically applied to all Instagram-based matchmaking service providers.

This series of activities demonstrates that Instagram matchmaking services can encompass a variety of tasks with varying characteristics. The administrator can act as a matchmaker, but in certain situations, they can also be authorized to receive and manage personal data, convey information, schedule meetings, or convey participants' wishes to other parties. This variety of actions is an important basis for determining the most appropriate form of contractual relationship, as the nature of a contract is determined not only by the name of the service used but also by the concrete actions taken by the parties.

2. Construction of the Contract in Matchmaking Services on Instagram

A. Characteristics of Wakalah bil UjrahI, Samsarah, and Ijarah

The practice of Instagram-based matchmaking services involves a service relationship between the manager and the user, which must be assessed based on the actions taken by each party. Determining the contract is not solely based on payment for the service. The type of work performed by the manager, the authority granted by the user, and the purpose of the relationship are crucial in determining the contract structure used.

*Wakalah*is an agreement granting authority from the muwakkil to a representative to carry out certain legal actions. This relationship places the representative as the party carrying out actions in the interests of the principal within the limits of the authority that has been given. The granting of power of attorney can be done with or without compensation. When the granting of power is

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accompanied by ujrah, the relationship is categorized as wakalah bil ujrah (National Sharia Council–Indonesian Ulema Council, 2017).

The nature of wakalah bil ujrah can be found in matchmaking services when the manager performs certain actions based on the user's request or authorization. The user can authorize the manager to define partner criteria, forward information to suitable candidates, communicate their intention to conduct ta'aruf (conversation), schedule meetings, or perform other actions related to the user's interests. These actions have a representative character because the manager carries them out for the benefit of the party granting the power of attorney. The agreed-upon compensation for these actions differentiates them from wakalah without ujrah.

*Samsarah*has a distinct character because the emphasis of the contract is on the intermediary function. Samsarah or simsarah is used to describe the activities of an intermediary who connects parties with specific interests. A simsar helps bring one party together without taking over the parties' positions in the relationship to be formed (Melina & Saputra, 2022).

This function aligns with the practices of Instagram-based matchmaking services. Account managers introduce prospective partners, matchmaking based on available information, and facilitate communication between participants with similar goals. Managers do not replace participants in selecting partners and are not parties to the marriage contract they will enter into. The decision to proceed with the ta'aruf (reconciliation), nazhar (promise), khitbah (reconciliation), and marriage remains with the prospective couple and their families.

The difference between a wakalah (representative) and a samsarah (representative) lies in the manager's position regarding the actions taken. Wakalah authorizes the representative to perform certain actions on behalf of or for the benefit of the muwakkil (representative), in accordance with the power granted. Samsarah positions the intermediary more as a liaison or introduction between the parties without assuming their role in the relationship (Fauzia, 2015). This distinction forms the basis for determining the manager's position in matchmaking practices on Instagram.

*Ijarah*also has a connection with the practice of matchmaking services because it involves the provision of benefits or services in exchange for certain compensation. DSN-MUI Fatwa Number 112/DSN-MUI/IX/2017 explains the ijarah contract as an agreement for the transfer of benefits or usufruct over an item or service for a certain period of time with the payment of ujrah without being followed by the transfer of ownership of the item itself (National Sharia Council–Indonesian Ulema Council, 2017).

The existence of payment does not necessarily make all relationships in matchmaking services an ijarah contract. Payment indicates compensation for services, but the character of the contract still needs to be seen from the substance of the relationship between the parties. The function of bringing potential partners together shows the character of samsarah, while actions carried out based on the user's power can show the character of wakalah bil ujrah. The ijarah element can explain the relationship between services and payments that accompany the implementation of services.

B. Qualification of Akad in Matchmaking Services Practice

The primary function of managers in Instagram-based matchmaking services demonstrates a character more closely related to samsarah. Managers bring together individuals interested in finding partners through a process of searching, screening, matching, and introduction. Participants retain the freedom to determine whether the introduced candidate meets their criteria and whether to pursue the relationship.

The administrator's activities, starting from the registration stage, demonstrate an intermediary function. Information regarding age, occupation, education, family background, and partner criteria is collected to aid the search for suitable candidates. The administrator then uses this information to match participants with other candidates. This pattern demonstrates the activity of bringing together two parties with an interest in finding a partner.

The samsarah character becomes more apparent when the administrator introduces potential partners to participants. The administrator can share profiles, open communication channels, or facilitate meetings according to the service offered. The decision to accept or reject a candidate remains with the participant. The administrator has no authority to determine whether someone should be a partner.

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Certain actions in the process can contain elements of wakalah. Managers can receive authority from participants to carry out actions specifically aimed at the participants' interests. Submitting biodata to certain candidates, conveying the criteria for a partner, arranging a meeting schedule, or conveying the intention to carry out ta'aruf are actions that can be carried out based on power of attorney. This relationship gets closer to wakalah bil ujrah when the authorized action is given the agreed reward.

Certain actions within the process may contain elements of wakalah (privacy). The administrator may receive authority from the participant to perform actions specifically intended for the participant's benefit. Submitting biodata to a specific candidate, conveying partner criteria, scheduling a meeting, or expressing an intention to conduct ta'aruf (conversation) are actions that can be carried out based on power of attorney. This relationship becomes closer to wakalah bil ujrah when the authorized action is given an agreed-upon reward. The positions of samsarah and wakalah bil ujrah in practice do not have to be understood as two interchangeable contracts. Both can appear in different service sections according to the actions carried out by the administrator. Samsarah describes the administrator's primary function as an intermediary, while wakalah bil ujrah describes certain actions carried out based on the user's power of attorney in exchange for compensation. This division makes the construction of the contract more appropriate to the form of relationships that actually occur in practice.

This difference in position impacts the manager's responsibilities. Managers acting as representatives must carry out actions in accordance with the authority granted by the user. The DSN-MUI fatwa stipulates that representatives must exercise their powers within the limits of their authority and can be held accountable for actions that exceed their authority or are negligent. Managers, as simsar, are responsible for carrying out their intermediary function honestly and without harming the parties using their services.

The manager's responsibility needs to be distinguished from the final outcome, such as finding a partner or consummating a marriage. Payment for services is essentially a reward for the agreed-upon service, not a payment to guarantee that the user will find a partner. The manager may be obligated to search, screen, match, and facilitate the services offered without necessarily guaranteeing that the entire process will end in marriage. This construction makes Instagram-based matchmaking services more appropriately understood as a contractual relationship that has several elements, with samsarah as the main character. Wakalah bil ujrah arises in certain actions when there is a clear grant of authority and compensation for carrying out those actions. Determining the contract based on the manager's function and concrete actions makes the analysis more in line with the actual legal relationship between the manager and the user.

C. Analysis of the Pillars and Conditions of the Agreement

The suitability of the contract construction can be seen through the parties, the object of the contract, ujrah, and sighat. These four elements need to be linked to the practice character of Instagram-based matchmaking services so that contract assessment does not stop at normative explanations.

a. Parties (Aqidain)

Matchmaking services involve the manager as the service provider and the participant as the service user. The manager must have an identity and status that is recognizable to the participant. The participant must also have the capacity to enter into a marriage contract. The DSN-MUI fatwa on wakalah bil ujrah places the muwakkil and wakil as parties to the contract and requires legal capacity and authority to grant and receive power of attorney.

Identity clarity is crucial in digital practices because the relationship between administrators and users occurs through social media accounts, which do not always fully reveal the administrator's identity. Unclear administrator identities can create difficulties for users when issues arise regarding services, payments, data usage, or the exercise of authority.

Managers who receive power of attorney to perform certain actions must also explain their position as the authorized person to understand the scope of their responsibilities. Guardians or family members may be involved at certain stages as the matchmaking process progresses

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toward engagement and marriage. This involvement does not automatically make the guardian or family a party to the service contract between the participant and the manager.

b. Object of the Contract

The object of matchmaking services is the benefit or service provided by the provider. These services can include candidate search, matching based on criteria, information delivery, communication facilitation, ta'aruf (introduction) assistance, and meeting arrangements. The object of the wakalah bil ujrah (relationship) itself must be a specific job or legal act that can be authorized and clearly understood by the parties.

Clarity of the object ensures that participants understand the benefits or services they are entitled to after making a payment. The administrator cannot impose responsibilities that were never part of the agreed-upon service. The object of the marriage contract is also inappropriately formulated as the certainty of finding a partner, as this outcome depends on the decisions of the participant and prospective partner. Matchmaking services must be implemented in accordance with Sharia law regarding relationships between men and women. Communication and meetings must be directed toward the goal of marriage and avoid interactions that conflict with Sharia principles. These limitations are part of the assessment of the service's implementation, not simply the matchmaking service's existence.

c. *Ujrah*

*Ujrah*This is a reward given to the manager for services rendered. Matchmaking services may stipulate payment in the form of a registration fee, administration fee, service package fee, or a specific payment after agreed-upon conditions are met. These forms of payment may be used as long as the basis and mechanism are understood by the parties.

DSN-MUI Fatwa Number 113/DSN-MUI/IX/2017 stipulates that ujrah can be in the form of a nominal amount, a certain percentage, or another form agreed upon and known by the parties (National Sharia Council–Indonesian Ulema Council, 2017). This provision indicates that users need to know the rewards they are obligated to receive from the beginning of the contractual relationship. The amount of ujrah, the payment time, the type of service that forms the basis for the payment, and the refund provisions need to be explained from the outset. Users need to know whether payments are made once, in installments, or based on the fulfillment of certain conditions. Provisions regarding success fees also need to be clearly formulated if used. The conditions that require the success fee to be paid, the amount, and the payment time must be known to users.

Unclear fees can lead to mischief and open up disputes between providers and users. Additional fees that are only discovered after the service is running, combining multiple fees without explanation, or unclear refund provisions can compromise the transparency of the contract. Clarity about the cost of service is essential for ensuring the rights and obligations of all parties in a service relationship.

d. *Sighat*

Agreements in digital practice can be formed through direct message communication, completing a registration form, agreeing to terms of service, and paying the stated fees. This form of agreement demonstrates that the relationship between administrators and participants is not always established through a conventional written contract.

Clarity of the agreement's contents remains crucial even when the process is electronic. Administrators need to explain the identities of the parties, the type of service, the limits of authority, and the amount*wage*, payment mechanisms, cancellation provisions, use of personal data, and the responsibilities of each party. These provisions may be included in the registration form, electronic messages, or terms and conditions of service accessible to participants.

A clear agreement provides a basis for participants to understand their rights and obligations. Managers also gain clearer boundaries regarding the services they must provide and the actions they can take on behalf of participants. This clarity becomes even more important when managers carry out their functions.*wakalah bil ujrah*because the authority given must be distinguishable from the intermediary function as a simsar.

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The practice of Instagram-based matchmaking services can be placed in a contract construction that is in accordance with the principles of Islamic business law as long as the substance of the relationship between the manager and the user meets the provisions of the contract.*Samsarah*become the main character because the manager's function lies in the activity of bringing together and connecting prospective couples.*Wakalah bil ujrah*may arise in certain actions carried out under the user's authority and accompanied by agreed-upon compensation. The suitability of the contract is not determined solely by the use of the terms "ta'aruf," "sharia," or "Islamic matchmaking services" in service promotions. The substance of the relationship forms the basis for its assessment. Clarity of the parties, object of service, authority,*wage*, agreements, responsibilities, and implementation of services are elements that determine whether the practice has been carried out in accordance with the principles of contracts in Islamic business law.

Critical Issues in Digital Matchmaking Services Practice

1. Promise of Success and Limits of Responsibility

Matchmaking services place the provider in a position of obligation to perform the service in accordance with the agreement. This obligation is distinct from the obligation to ensure users find a partner or marry. The final outcome of the matchmaking process depends on the decisions and willingness of the participants and is not entirely within the provider's control.

The distinction between a service obligation and a guaranteed outcome needs to be made clear from the outset of the contract. The provider can promise to search for candidates, perform screening, match based on criteria, provide information, or facilitate meetings as long as these services are part of the agreement. The outcome, such as the candidate's acceptance by the participant, the continuation of the relationship to the engagement stage, or the consummation of a marriage, cannot be positioned as a guaranteed outcome if the provider lacks control over the parties' decisions.

Problems arise when service promotions use phrases that suggest a certain payment will guarantee success in finding a partner. Testimonials of success should also be placed in a proportionate manner to avoid claims that every user will achieve the same results. Information provided in service offerings must accurately describe the service conditions and not lead to misconceptions among users (Republic of Indonesia, 1999). Claims of success that are inconsistent with reality can create tadlis issues because users receive an incomplete picture of the service they are purchasing. Ambiguity about the actual promised results can also be related to gharar if users pay in the hope of achieving certain results while the object and limits of the manager's obligations are not adequately explained.

Failure to find a partner does not automatically indicate that the provider has breached the service agreement. The assessment should be guided by the agreed-upon obligations. A provider who has performed the search, screening, matching, and facilitation according to the agreed-upon services cannot be held responsible for a participant's decision not to continue the relationship. Legal issues will arise if the provider fails to perform the services they are obligated to perform or provides misleading information about the results. The limits of this responsibility need to be clearly stated in the terms of service. Users need to understand that the fees paid are compensation for services rendered, not a guarantee of a successful marriage. This formulation can maintain a balance between the user's right to obtain services and the provider's obligation to carry out their work honestly.

2. Trust and Personal Data Management

Matchmaking services require a relatively large amount of personal information. This data can include identity, age, occupation, education, photos, family circumstances, partner criteria, and other information related to the matchmaking process. The administrator's position as the party receiving and managing this information carries a responsibility to maintain confidentiality and limit data use to the service's objectives.

The concept of trust in service relationships extends beyond financial management or the exercise of power of attorney. Information submitted by participants to managers is also entrusted to be used for agreed purposes. Using photos or biographical data for other purposes,

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disseminating information to unauthorized parties, or publishing it without consent may violate the principle of maintaining trust. This obligation gains stronger relevance in positive law through Law Number 27 of 2022 concerning Personal Data Protection. The processing of personal data must have a legitimate basis. Consent is one basis for processing and must be lawfully granted for a specific purpose communicated to the data subject. Data controllers are also required to provide information regarding the legality, purpose, type of data, retention period, processing period, and data subject rights when processing is based on consent.

Matchmaking services need to translate these provisions into simple, user-friendly service mechanisms. Registration forms should clearly explain the data required, the purpose of data collection, who can access the data, how photos are used, the retention period, and the conditions under which data may be shared with potential partners. Consent to use photos for promotional purposes should also be distinguished from consent to use photos in the matching process.

Access restrictions are a crucial part of data management. Not all administrators or parties involved in an account should have access to all participant information. Data use should be tailored to service needs and the authority granted by participants. Clear data management also strengthens the construction of a secure data system.*wakalah bil ujrah*Participants who authorize the administrator to convey certain information essentially grant limited authority. The administrator cannot use this authority for purposes outside the agreement. These limits are part of the administrator's responsibility as both a representative and the party holding the participant's trust.

3. Consumer Protection

The relationship between matchmaking service providers and participants also has a consumer protection dimension because services are provided for a fee. Participants are in the position of service users who require information regarding the identity of the service provider, the form of service, costs, implementation mechanisms, and the limits of the manager's responsibility. Law Number 8 of 1999 concerning Consumer Protection grants consumers the right to obtain correct, clear, and honest information regarding the condition and guarantees of goods and/or services. Business actors are also obliged to provide correct, clear, and honest information regarding the condition and guarantees of goods and/or services and provide explanations regarding their use, repair, and maintenance.

These provisions relate to the practice of digital matchmaking services. Information regarding pricing, package types, number of candidates who can be introduced, type of assistance, service duration, cancellation policies, and refund mechanisms should be provided before users make payments. Promotional information should also be distinguished from guaranteed results to prevent participants from perceiving the service as a guarantee of finding a partner. Payment provisions are crucial for user protection. A predetermined fee provides certainty regarding participant obligations. Non-refundable provisions should not be stated in general without explaining the reasons and circumstances under which the payment will not be refunded. Users should be aware of whether the payment is a registration fee, compensation for services performed, or a payment that becomes the manager's right after certain conditions are met.

Consumer protection in this practice is inseparable from the principles of Islamic business law. Clarity of information, the consent of the parties, the prohibition of fraud, and the obligation to fulfill trustworthiness all intersect with the principles of consumer protection. A transparent contract can provide protection while clarifying the relationship between user rights and manager responsibilities. A clear contract structure serves as a meeting point between Islamic law and consumer protection. Users can understand the services they are purchasing, while managers obtain accountable limits on their obligations. This clarity also reduces the likelihood of disputes regarding service outcomes, payments, data usage, and manager responsibilities.

The Compatibility of the Akad and Akad Models of Matchmaking Services on Instagram

1. Matrix of Compliance of Practice with Contract Provisions

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An analysis of matchmaking practices shows that the suitability of a contract cannot be determined solely by the existence of the service or the use of the "Sharia" label. Each element must be examined in light of the relationship between the provider and the participant, the type of service provided, the payment mechanism, and how the provider exercises its authority.

Table 1. Matrix of Conformity of Matchmaking Services Practices on Instagram with the Terms of the Marriage Contract

Aspect	Terms of the Contract	Practice Form	Evaluation
The parties	The identity and competence of the parties must be clear	Managers in the form of accounts or admins and participants register themselves or through family	As long as the identity and capacity of the manager can be known
Service objects	Services must be clear, feasible and not contrary to sharia.	Includes search, candidate matching, mentoring*ta'aruf. Nazhar,* And*sermon*	As long as the service and its limits are explained
Ujrah	The form, amount and time of payment are known and agreed upon by the parties.	Registration fees, service packages, payment based on success, or after-process gifts	Appropriate if the mechanism and numbers are clear
Sighat	The agreement indicates the agreement of the parties	Direct messages, online forms, agreement to terms and proof of transfer	It can be proof of agreement, but it is stronger if it is stated in writing
Guaranteed results	Manager's obligations related to agreed services	Testimonials and success promotions	It is prone to gharar and tadlis if it gives the impression of certainty of results
Trust and personal data	Data is used according to the agreed authority and purposes.	Biodata and photos are managed by admin	Requires consent, usage restrictions, and safeguards
Interaction ethics	The implementation of services must not conflict with sharia principles	Communication,*ta'aruf, nazhar*, and meeting prospective couples	Appropriate if there are adequate levels of interaction and assistance

The matrix shows that the existence of matchmaking services does not necessarily conflict with the principles of Islamic business law. Legal issues arise more in the way these services are designed and implemented. The activity of bringing together prospective partners has a*samsara*, while actions carried out based on special authority from the user may contain elements*wakalah bil ujrah*.

Unclear scope of services can cause participants to be unaware of the manager's obligations.*wage*can lead to disputes over payment. Claims of success can turn promotions into misleading information if presented as certainties. Data management without clear boundaries can also conflict with the principle of trust and personal data protection provisions. The matrix shows that the suitability of the contract is conditional. The assessment is not aimed at declaring all Instagram matchmaking services valid or invalid. Each service needs to be assessed based on the substance of the contract and its implementation. This approach is more appropriate to the nature of digital practices, which vary in service types, costs, matching procedures, and forms of support.

2. Recommended Contract Model

The model that best describes the character of matchmaking services via Instagram is*samsara*as the main relationship that can be supplemented with*wakalah bil ujrah*for certain actions that are actually performed based on the user's authority. This model is more proportional than placing the entire relationship as*wakalah*or*lease*singly.*Samsarah*used to explain the manager's activities in searching for, introducing, and bringing together potential partners.*Wakalah bil ujrah*used when a participant grants a manager specific authority to perform certain actions for their benefit in exchange for an agreed-upon reward. This division clearly differentiates the functions of the intermediary and the power of attorney.

The agreement between the manager and the user should be outlined in a written document or terms of service that can be accessed before payment is made. This document does not need to be a lengthy contract, but it should provide sufficient information regarding the relationship between the parties. The identities and capacities of the parties should be clearly stated. Users need to know who is responsible for managing the service, while managers need to obtain the information regarding the identities of participants necessary for the service's implementation.

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The manager's role needs to be defined in accordance with the actions taken. The manager acts as a facilitator when performing the function of bringing together prospective partners. The manager acts as a representative only when participants authorize them to perform certain actions, such as conveying information or arranging meetings. The scope of services and limits of accountability need to be explained separately from the final matchmaking results. Services can include searching, screening, matching, providing information, and facilitating meetings. The manager does not guarantee that participants will find a partner or will marry, as these decisions rest with the parties involved.*wage*It must include the form of payment, the nominal amount or basis for calculation, the payment time, and the refund mechanism. These provisions provide certainty for both parties and reduce the possibility of disputes regarding service fees.

Ethical interaction practices need to be part of the terms of service. Managers can establish communication patterns, mentoring mechanisms, limits on information exchange, and procedures for submitting photos and biodata of candidates. These regulations are necessary to ensure that services do not stop at commercial aspects, but still adhere to the objectives of ta'aruf (the meeting) and Sharia principles. Personal data management also needs to be regulated from the outset. Participants need to know the type of data collected, its intended use, who can access it, the retention period, and the circumstances under which the data may be shared with other parties. Use of photos or information for promotional purposes requires separate consent if the use deviates from the original purpose of data provision (Republic of Indonesia, 2022).

A dispute resolution mechanism can be included as the final element of the agreement. Consultation can be used as a first step when disputes arise regarding services, payments, data usage, or the exercise of authority. This mechanism provides a space for the parties to resolve issues without unilaterally ending the relationship. This model provides a clearer distinction between the activity of matching potential partners and actions taken under the user's authority. Users can understand the services they are entitled to, while managers have clearer boundaries regarding their authority and responsibilities. Clarity in the contract also reinforces the principles of voluntary consent, transparency of payment, trustworthiness in data management, and user protection.

The compliance of matchmaking services with Islamic business law is not determined by the use of the terms "sharia" or "ta'aruf" in promotions. The substance of the contract, the form of service, payment, limits of authority, responsibilities, data management, and ethics of implementation are more decisive.*samsara*as the main relationship and*wakalah bil ujrah*in certain actions provide a construction that is more in line with the character of digital matchmaking services.

Conclusion

This research yielded three main findings. First, matchmaking services via Instagram can generally be mapped into five stages: promotion and legitimacy building, participant registration, selection and matching of potential partners, process support, and payment for services. The implementation involves service managers, participants, and guardians or family members who can play a role in the matchmaking process. Second, from an Islamic business law perspective, the relationship between the parties can be constructed as a contract that combines two characteristics:*samsara*as a basis for intermediary activities to bring together prospective couples and*wakalah bil ujrah*for administrative actions or the delivery of information carried out based on the participant's authority. The validity of the relationship depends on the fulfillment of a number of conditions, including the competence and clarity of the identity of the parties, the legality of the service object and its orientation towards marriage, agreement regarding*wage*From the outset, there is no misleading promotion regarding the certainty of results, and the maintenance of trust and confidentiality of personal data. Third, issues that could potentially disrupt the suitability of the contract include the absence of a written agreement, unclear fees or refund provisions without sufficient basis, misleading claims of success, the risk of misuse of personal data, and interactions between participants without adequate guidance. Therefore, a written contract model is needed that clearly regulates rights, obligations, payments, limits of responsibility, data protection, and service delivery mechanisms.

Based on these findings, research recommendations are directed at four groups. For matchmaking service providers, a written agreement is required that explains the provider's role as an intermediary.*simsar*or representative*representative*, along with a breakdown of fees and data

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management arrangements based on participant consent. For service users, it is important to verify the identity of the administrator, understand the fee details, and check the refund policy before making a payment. The involvement of guardians or family members should also be considered in the matchmaking process. Policymakers, particularly the DSN-MUI and the Ministry of Religious Affairs, need further study to formulate guidelines specifically governing online matchmaking services, providing clarity regarding the nature of the contract and user protection. For future researchers, this literature review can be developed through empirical research, including netnographic observation of matchmaking accounts and interviews with administrators and participants. These steps are necessary to test the suitability of the patterns formulated in this study with actual practices in the field.

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