ANALYSIS OF THE CONTRACT SYSTEM IN LEASING FROM CONVENTIONAL AND SHARIA PERSPECTIVES

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ABSTRACT

This study aims to find out about this leasing business in terms of both Islamic and conventional law. The type of research used is the qualitative method of library research as the completion methodology, namely by collecting library data, reading and taking notes, and then managing the research material. Leasing financing or leasing business is a financing activity in the provision of capital goods that are regularly paid for a certain period of time. This leasing consists of two types, namely sharia-based leasing and conventional-based leasing. There are a few differences between the two types of leasing. Many companies are interested in using this leasing financing. Because using leasing financing does not require guarantees from the company. With this leasing, companies, especially new companies, can be helped from a managerial perspective.

Keywords : *Leasing, Islamic law, conventional law, business, finance*

INTRODUCTION

In the current era, Indonesia has fairly good progress and is developing regarding the economy. Its development is marked by established financial institutions, one of which is a non-bank financial institution. The story of non-bank financial institutions can meet the public's need for financing. One type of business in this financing institution is Leasing (Hasan & Syahira, 2022).

Leasing companies in Indonesia are known as Leasing. The word leasing comes from English which means renting out. Therefore, what is meant by Leasing is any company financing activity in the form of providing or leasing capital goods to be used by other companies within a certain period (Amjid Ali, 2010).

Most Indonesians consider leasing a form of credit or financing related to motorized vehicles. But Leasing is not only for cars but can also be used in the form of all kinds of goods. The community's ignorance of Leasing requires a correction (Kalsum, 2014). On the other hand, in a company, along with the development of the current business world, the need for funds is something that cannot be avoided, both by individual entrepreneurs and entrepreneurs who are members of a legal entity in developing their business and in improving the quality of their products. A satisfactory profit and the level of needs for other circles can be achieved. In the business or business world, it is known that there is a lease that can be used as alternative financing, especially in the provision of capital goods or other equipment (Majeed & Zainab, 2021).

Leasing was introduced in Indonesia in 1974 with the issuance of a joint decision by three ministers, namely the minister of finance, the minister of trade and the minister of industry. Leasing is an agreement with characteristics that differ from contracts, such as purchases in instalments or loans from banks. Through Leasing financing, companies can obtain capital goods for operations easily and quickly. For companies with less or medium capital, entering into nutrition agreements will assist the Company in running its activities (Hasan, 2020).

Even though the process proposed to obtain leasing services is very easy, lately, we have often heard of many cases involving leasing companies in Indonesia towards their consumers. From these reports, people need clarification on the credibility of the leasing company, so they will think twice before using leasing services to buy their needs (Hanif, 2011). They are afraid that they may become the umpteenth victim of the leasing company so that in the future, they will suffer and be entangled by these serious problems. Because people know that if you have dealings with certain companies, the issues will be complicated, and it will also take a long time to find the truth. So instead of solving the problem, it prolongs the existing situation (Mangani, Syaukat, Arifin, & Tambunan, 2019).

Companies that suddenly need certain capital goods in a production process but do not have sufficient cash funds can enter into a lending agreement to overcome them. Doing this mission will save you more money in terms of spending funds compared to buying in cash. Because after the leasing period is over, the Company can buy the capital goods in question or what is desired. Thus the researcher is interested in analyzing how Leasing follows sharia and conventional perspectives.

RESEARCH METHODOLOGY

This research utilized a qualitative methodology centered on library research. This approach was chosen to facilitate a comparative analysis of contract systems in conventional and Sharia leasing, relying on legal statutes, scholarly literature, and Islamic legal principles instead of primary fieldwork (Hasan, 2021); (Sudarwati & Yani, 2021).

The study relied exclusively on secondary data sourced from diverse academic and legal materials. Key references included peer-reviewed journals, scholarly monographs, government regulations, legal instruments, DSN-MUI Fatwas, and other pertinent literature covering topics such as leasing, finance leases, Islamic finance, *ijarah*, and *al-Ijarah al-Muntahiyah bi al-Tamlik*.

Conducted between January and March 2026, the literature search utilized academic databases such as Google Scholar, Scopus-indexed journals, and ScienceDirect, alongside other reputable online sources. To ensure the analysis captured contemporary advancements in both leasing sectors, the review prioritized publications from 2010 to 2025, while incorporating foundational seminal texts where necessary to contextualize historical and legal developments.

Queries were constructed using keywords such as "leasing," "finance lease," "operating lease," "Islamic leasing," "Sharia leasing," "*ijarah*," "*al-Ijarah al-Muntahiyah bi al-Tamlik*," "leasing regulation," "Islamic finance," and "conventional finance." Selection criteria involved screening sources for relevance to research objectives, publication credibility, and potential contributions to the comparative study.

Data were analyzed via a combination of qualitative content analysis and comparative evaluation. Content analysis served to delineate concepts, legal principles, contractual features, and financing mechanisms present in the literature. Subsequently, the comparative analysis examined the similarities and distinctions between conventional and Sharia leasing across dimensions such as legal foundations, contractual frameworks, financing mechanisms, stakeholders, and operational principles.

Several limitations characterize this study. First, it depends solely on secondary data, excluding interviews or field observations with industry stakeholders, such as leasing companies, financial institutions, regulators, or clients. Second, the scope is primarily confined to the Indonesian regulatory environment, offering limited insights into other jurisdictions. Finally, findings are contingent upon the existing literature, potentially overlooking practical developments that emerged after the conclusion of the search period (Firdaus, 2019).

FINDINGS AND DISCUSSION

Conventional Leasing

Leasing or leasing is any company financing activity that provides capital goods to be used by a company for a certain period, following periodic payments accompanied by the right to vote for said company to purchase the capital goods in question or extend. The leasing period is based on the mutually agreed residual value. By leasing, companies can obtain capital goods to be used directly for production, which can be paid in monthly instalments for three months or six months to the lessor. The meaning of laser is a company that conducts leasing business activities by providing various kinds of capital goods (Husen, 2020). According to RI Minister of Finance No. 1169/KMK.01/1991 Concerning Leasing Activities, Article 1 point (9), leasing is defined as a financing activity in providing capital goods either by leasing with or without option rights (Noor et al., 2021). There are several definitions of leasing, namely:

1. According to Subekti defines leasing as a leasing agreement that has developed among entrepreneurs, in which the lessor (the party that rents out, which is a leasing company) leases a set of company equipment (machines), including servicing, maintenance and so on to lessee (tenant) for a certain period.
2. According to Sri Soedewi Masjchoen Sofwan, leasing is an agreement whereby the lessee of capital goods (lessee) leases capital goods for a certain business for a certain period and in certain instalments.
3. According to Widjaja Tunggal and Arif Djohan Tunggal, leasing is an agreement (contract) between the lessor and the lessee to rent a certain type of capital goods chosen/determined by the lessee. The right to ownership of these capital goods is with the lessor, while the lessee only uses these capital goods based on payment of rent that has been determined for a certain period.

The word leasing comes from English which means renting out. Therefore, what is meant by leasing is any company financing activity in the form of providing or leasing capital goods to be used by other companies within a certain period. Based on some of the definitions above, there are several elements regarding leasing (Noor et al., 2021), namely:

1. The existence of a finance company (lessor);
2. There is a prospective lessee;
3. Provision of capital goods;
4. Limited timeframe;
5. Periodic payments;
6. Option rights for the lessee;
7. There is residual value.

Sharia Leasing

Sharia leasing is a financing activity in the form of capital goods either by leasing with option rights (finance lease) or leasing without option rights (operating lease) to be used by the lessee for a certain period. Based on instalment payments following sharia principles. The sharia leasing business is carried out based on an ijarah contract and *an al-ijarah al-Muntahiyah bi al-Tamlik (IMBT)* contract (Neni Meidawati, 1993).

Transfer of Benefits Occurs. In the *ijarah* transaction process, the benefits of goods and services are transferred from one party to another. For example, an Islamic bank buys a motorbike which is then rented out to customers. The customer repays all costs until paid off. After it is paid off, ownership of the motorbike is transferred from the Islamic bank to the customer concerned. Clearly, in the above activities, there has been a transfer of benefits for objects, namely motorbikes. Motorcycle ownership that was originally in Islamic banks has moved into the hands of customers.
Banks Can Sell Items for Rent. After the instalments are completed, it is the same as Islamic banks selling goods in *ijarah* to customers. The relevant customer legally owns the leased goods. Therefore, this transfer is a sale and purchase. In short, Islamic banks buy an item and then pay it in instalments until it is paid off. After it is paid off, it officially becomes the customer's property. Of course, this system is in great demand by Muslim customers who want to follow sharia economic rules.
There is a Rental Price Agreement. What is emphasized in the principle of financing with Islamic bank leases is the price agreement. Each party must agree on a rental price to be set. Thus, no party feels disadvantaged, both Islamic banks and their customers.
Instalment Payment. Customers can use goods purchased by Islamic banks in advance, even though payment for these goods has not been paid off. The customer can repay it monthly with the monthly instalment amount that has been mutually agreed upon. After it is paid off, the goods officially belong to the customer paying the instalments. So, what needs to be

underlined is that banks buy goods for customers whose repayment is made in instalments, not in cash.

No Interest. Islamic banks and other sharia-based financial institutions do not apply the slightest interest in transactions and financing. That is because interest is considered not following what is in sharia principles. Interest is considered usury, so it is against sharia teachings. In terms of leasing, Islamic financial institutions do not apply interest. Each party has agreed upon the rental price, determined before the first instalment starts. Indeed, the payment is made in instalments, but there is no interest on the price.

Figure 1. Sharia Leasing Mechanism

Legal Basis for Leasing

Legal Basis for Conventional Leasing

Conventional leasing adheres to the principles that apply in the Civil Code. Legislation regarding leasing in Indonesia has yet to be stated in the law. Meanwhile, agreements made between interested parties still use the guidelines for contracts and leases listed in the Civil Code and are governed by the following (Schoon Natalie, 2016):

a. Article 1313 of the Civil Code regulates agreements. A contract is an act in which one or more people bind themselves to one or more other people. Based on the above article, it is concluded that the elements in an agreement, namely:
   1. There are parties of at least two people;
   2. There is an agreement between the parties;
   3. There is a goal to be achieved;
   4. There are achievements to be carried out;
   5. There is a certain form of spoken or written;
   6. There are certain conditions as the contents of the agreement.
b. Article 1548 of the Civil Code regarding leasing is an agreement whereby one party binds himself to provide the other party with the enjoyment of an item, for a certain time and with the payment of a price, which the said party has agreed to pay later. Leasing is a special form of leasing regulated in the Civil Code (Sahara & Suriyani, 2018). This specificity shows the essential difference leasing. The difference can be seen from the following aspects:
   1. Subject of the agreement. In leasing, neither the lessor nor the lessee has any status restrictions. Meanwhile, in leasing, the lessor and lessee must have company status. Lessor

is a finance company (finance company), and a lessee is a company that requires capital goods.

2. The object of the agreement. In leasing, agreement objects are all kinds of movable and immovable property. Whereas in leasing, the object of the deal is the capital goods used to run the company.
3. Acts of agreement. In leasing, leasing may have nothing to do with business activities. Whereas in leasing, leasing is a business activity as company financing by providing capital goods.
4. The term of the agreement. In leasing, the term of the lease (the useful life of the goods) is not disputed (can be limited or unlimited). In leasing, the lease term (life of capital goods) is preferred (limited).
5. Position of the parties. In leasing, the lessor is the object's owner providing the thing for rent. Meanwhile, in leasing, the lessor is domiciled as the funder, and the capital goods are supplied by a third party or (supplier) of the lessee itself.
6. Supporting documents. On lease rent, supporting documents are simpler. Whereas in leasing, supporting documents are more complicated (complicated).

c. Joint decree of the Minister of Finance, Minister of Industry and Trade of the Republic of Indonesia No. Kep/122/MK/IV/2/1974, No. 32/M/SK/2/74 and No.30/Kpb/1/71 dated 7 February 1974 concerning leasing business licensing in Indonesia. That leasing is any financing activity providing capital goods to be used by a particular company. Based on payment - Periodic payments accompanied by the right to vote (option) for the company to purchase the capital goods in question or extend the leasing period based on the mutually agreed residual value (Fransiska, 2021).

Legal Basis of Sharia Leasing

The legal basis for sharia leasing adheres to principles oriented towards the Koran and hadith (Fransiska, 2021).

> *In the Koran, there is in surah Al-Baqarah verse 233 regarding leasing or leasing: ".... And if you want to suckle your child to someone else, then there is no sin on you to give payment properly. Fear Allah and know that Allah sees what you do."* (QS. Al-Baqarah: 233).

"*It was narrated from Abu Hurairah RA that Rasulullah SAW forbade two buying and selling in one buying and selling*." (HR. Tarmizi).

Regarding the hadith above, it is explained that there is a prohibition on two types of buying and selling in one sale and purchase. For example, a seller credits an item at this price but also cash at that price. So this is included in the prohibited because, in one sale, two transactions are made, namely credit and cash (Fransiska, 2021).

As for sharia leasing, it is regulated in the (Fajariya et al., 2019):

1. Regulation of the Chairman of the Capital Markets and Financial Institutions Agency Number Per-03/BL/2007 concerning Activities of Financing Companies Based on Sharia Principles.
2. Regulation of the Chairman of the Capital Market Agency and Financial Institution Number Per-04/BL/2007 concerning Contracts Used in Financing Company Activities Based on Sharia Principles.
3. Letter of the National Syari'ah Council of the Indonesian Ulema Council (DSN-MUI) Number B 323/DSN-MUI/XI/2007 dated 29 November 2007 concerning DSN-MUI Statement on Capital Market and Financial Institution Supervisory Agency Regulations.

As for the legal basis or legal basis for leasing sharia, it is also contained in QS.43: 32, which reads: "*Are they those who divide the mercy of your Lord? We have determined between them their livelihood in the life of this world. And We have exalted some of them above others by several degrees so that some may use others. And the mercy of your Lord is better than what they collect.*" There are also principles in Islamic Civil Law that are used in sharia leasing, namely (Putra & Wijayanti, 2020):

1. Principle of Ability;
2. The principle of freedom and volunteerism;
3. The Principle of Virtue or Kindness;
4. The Principle of Bringing Benefits and Rejecting Harm;
5. Fair and Balanced Principles;
6. The Principle of Prohibition of Harming Oneself and Others;
7. The principle of obtaining rights because of business and services;
8. The Principle of Organizing and Giving Directions;
9. The Principle of Freedom of Business;

10. The Principle of Good Faith and Protected;
11. The principle of prioritizing obligations over rights.

Interest rate. If the conventional system uses two types of interest rates (fixed and floating), then sharia leasing is a capital financing system with no interest rates. Usually, both parties only enter into a contract (Mudharabah) to determine profit sharing.

Financing system. In the conventional system, you will hear the terms credit and lender. However, in sharia leasing, a car or motorbike usually only uses buyer and seller terms. Sharia-based leasing companies typically have two leasing financing systems: operating leases (without option rights) and finance leases (with option rights).

Contract. Sharia leasing is a system that prioritizes contracts (Mudharabah). That means that the profit margin earned on the first transaction will be paid by the leasing applicant (*musta'jir*).

Consequence. Like agreements in general, sharia leasing also has consequences for late payments. If in the conventional system, goods will be withdrawn, then this is different from sharia leasing. The consequence of sharia leasing is to take several advantages of the leased item. However, *musta'jir's* instalment fees will remain the same.

Figure 1 The difference between sharia and conventional leasing

Parties Involved in Leasing

Types of leasing transactions are divided into two categories: finance and operating. In a finance lease, the leasing company, as the lessor, is the party that finances the provision of capital goods (Fransiska, 2021). The lessee selects the capital goods needed on behalf of the leasing company as the capital owner places an order and inspects and maintains the capital goods, which are the object of the leasing transaction. During the leasing period, the lessee makes periodic lease payments in the amount of the total amount plus the residual value payment. Suppose there is a return on the acquisition price of the capital goods financed and the interest, which is the income of the leasing company (Najib & Najmudin, 2020). In an operating lease, the lessor deliberately buys capital goods and then leases them. In contrast to a finance lease, the total amount of periodic payments in an operating lease does not include the costs incurred to obtain the capital goods and the interest (Ros Aniza & Abdul Rahman, 2021).

In every leasing transaction, there are at least five interested parties, namely (Anggraini & Wira, 2023):

1. Lessor, namely the party who leases the goods and can consist of several companies. Lessor is a company that provides financing services to
2. The lessee in the form of capital goods.
3. Lessee is a company or party that obtains financing in the form of capital goods from the lessor.
4. Supplier is a company or party that procures or provides goods for sale to the lessee with payment in cash by the lessor.
5. The bank is directly involved in the contract, but the bank plays a role in providing funds to the lessor, especially in the leverage lease mechanism where the lessor's source of financing is obtained through bank credit. Insurance is a company that will bear the risk of the agreement between the lessor and the lessee.

Meanwhile, sharia leasing in its operation involves three parties, namely (Neni Meidawati, 1993):

1. The party who rents out (*mu'ajjir*);
2. The tenant (*musta'jir*);
3. The creditor or bank.

The goods that sharia leasing companies rent out are called *ma'jur*. Regarding the goods that are rented out in the sharia-based leasing, they must also meet four conditions, namely, goods that can be valued, the goods that are rented must avoid the prohibition, can be determined, and can be appreciated in money.

Advantages and Disadvantages of Leasing

The expansion of financing methods is in line with the definition of leasing as stated in the joint decree of the minister of finance, the minister of trade and the minister of industry number 122/1974; 32/1974; 30/1974 dated 7 February 1974 concerning leasing business licensing. And based on the decision of the minister of finance number 1169/KMK. 01/1991 is defined as follows (Rini, 2021):

A company uses company financing activities to provide capital goods for a certain period based on periodic payments accompanied by the right to vote for the company to buy the capital goods in question or extend the leasing period based on residual value. That has been mutually agreed upon (Kamran, K. and Shah, 2014).

The ownership of these capital goods is with the leasing company. At the same time, the lessee only uses these capital goods based on the payment of the lease fee determined by the leasing company for a certain period. There are advantages and disadvantages of leasing or leasing, namely (Noor et al., 2021).

Advantages of Leasing

a. No need for guarantees. If you use a content provider, you no longer need to provide warranties or guarantees to that party. Because legal ownership rights to leasing goods and payments according to income can be used as a contract, that convenience can help get many people to do leasing.
b. Flexible. Leasing uses a flexible contract system. That is because the amount of the period and the nominal payment can be adjusted to the financial condition.
c. Fast service. This leasing service can also be fairly simple and very fast, making obtaining the desired item easier and more efficient.
d. Capital saving. That means the customer no longer needs to issue the initial capital because the leasing party has provided the financing (Syaparuddin, 2017).
e. Avoid inflation. Leasing is one way that can be chosen to avoid inflation losses. With this content, you can also protect yourself from the risk of currency depreciation because leasing payments will only be made following the finances in the agreements that have been made before.

Disadvantages of Leasing

In addition to having many advantages, leasing also has several disadvantages for the tenant or user of leasing services, including the following:

1. Fine. For customers who do not pay their instalments on time, the company will provide fines for these customers. And the penalties are also in the daily form, which will continue to be accumulated until the customer can pay the instalments and fines.
2. Foreclosure. In addition to fines, if the customer cannot make instalments or payments continuously, the customer will be faced with the company's confiscation of the item or bad credit status (Hanif, 2011).
3. Penalties. After the customer is faced with two fines and confiscation, the customer can still make early repayment for purchasing a customer's item. Early repayment to finance companies will not give the customer a discount on interest or price.

Process and Mechanism of Leasing Transactions

Leasing is principally a multidisciplinary industry covering the fields of taxation, finance and accounting concepts. From the notion of leasing, it can be concluded that leasing implies an agreement between the owner of the goods (lessor) and the user of the goods (lessee). The leasing mechanism is the basics of a leasing transaction (basic lease) (Noor et al., 2021). The lessee is obliged to pay rent periodically to the lessor as compensation for the use of the object. In this definition, only two parties are related, namely the lessor and the lessee, even though the supplier is a party involved in a leasing transaction mechanism. The stages of the mechanism of leasing transactions include the following (Endriani, 2015):

a. The lessee contacts the supplier to select and determine the type of goods, specifications, price, delivery period, and after-sales of the goods to be leased.
b. The lessee and the lessor discuss the need for financing capital goods. In the initial stage, the lessee may request a lease quotation, namely the basic terms of leasing financing in the form of a description of the goods, price, insurance, cash security quotation, administration fee, rental guarantee, and residual value. The nature of the lease quotation is not binding.
c. The lessor sends a letter of offer or a commitment letter to the lessee, containing the basic terms of the lessor's agreement to finance capital goods. If the lessee agrees, it is signed and returned to the lessor.
d. After all the lessee's requirements are met, the leasing contract is signed.
e. Sending purchase orders to suppliers accompanied by instructions for shipping goods to the lessee according to the type and specifications of the goods.
f. Delivery of goods and checking of goods by the lessee according to the order.
g. Submission of documents by the supplier to the lessor, including invoices and other proof of ownership of the goods.
h. Payment by the lessor to the supplier.
i. Regular instalment payments (lease payments) by the lessee to the lessor during the lease term, the amount of which includes the return of the amount financed and the interest.

The sharia leasing financing mechanism process is carried out based on two contracts, namely the ijarah contract and the *al-ijarah al-Muntakiyah bi al-Tamlik contract*. An *ijarah* contract is a contract for the distribution of funds for the transfer of usufructuary rights (benefits) over an item for a certain time with payment of a lease (*ujrah*) between the finance company as the lessor (*mu'ajjir*) and the lessee (*musta,jir*) without being followed by a transfer of ownership of the item alone. The sharia basis for this contract is DSN-MUI Fatwa No.09/DSN-MUI/IV/2000 concerning ijarah financing. The ijarah contract mechanism in leasing financing is as follows (Neni Meidawati, 1993):

1. *Musta'jir* submits an application for leasing goods to the *muajjir;*
2. *Muajjir* provides goods that *musta'jir* want;
3. A leasing contract is executed, which contains specifications of the goods being leased, terms, rental fees and various other transaction terms;
4. *Musta'jir* pays the rental fee regularly per the initial agreement until the contract ends. During the rental process, maintenance costs are borne by the *muajjir*;
5. After the contract period ends or if the *musta'jir* is unable or unwilling to pay again, the *musta'jir* is obliged to return the goods rented to the muajjir.

Al-Ijarah Al Mutahiyah Bi Al-Tamlik is a contract for channelling funds to transfer usufructuary rights over an object for a certain time with payment of rent. Between the finance company as the lessor (*mu'ajjir*) and the lessee (*musta'jir*), accompanied by the option of transferring ownership of the item to the lessee after the lease period is over. That means *Al-Ijarah Al Mutahiyah Bi Al-Tamlik* is a combination of leasing and buying and selling or grants at the end of the lease period (Fransiska, 2021). The DSN fatwa No. 27/DSN-MUI/III/2002 Concerning Ijarah al-ijarah al Mutahiyah bi al-Tamlik may be carried out under the following conditions (Husen, 2020):

1. All the pillars and conditions that apply in the ijarah contract also apply in the *ijarah* contract *al-Muntakiya Bi at-Tamlik*.
2. The agreement to enter into the *ijarah* contract *al-Muntakiya Bi at-Tamlik* must be agreed upon when the ijarah contract is signed.
3. The rights and obligations of each party must be explained in the contract.

CONCLUSION

Using a qualitative library research approach, this study examines the contractual frameworks of conventional and Sharia leasing. While both mechanisms are designed to support the acquisition of capital assets, the analysis reveals distinct differences regarding their legal bases, contract designs, financial structures, and underlying philosophies.

Conventional leasing relies primarily on the Indonesian Civil Code and associated national regulations, prioritizing commercial autonomy and financial flexibility. Conversely, Sharia leasing adheres to Islamic jurisprudence—specifically the Qur'an, Hadith, DSN-MUI Fatwas, and pertinent Sharia financial guidelines. Utilizing *ijarah* and *al-Ijarah al-Muntahiyah bi al-Tamlik* agreements, Sharia leasing avoids interest-bearing operations, focusing instead on principles of equity, transparency, and reciprocal benefit.

Although both modalities share functional similarities and contractual dynamics, they diverge in their approaches to asset ownership transfer, pricing, obligations, and regulatory adherence. Conventional leasing tends to emphasize operational efficiency and adaptability, whereas Sharia leasing integrates ethical and religious mandates to promote justice and fidelity to Islamic principles.

In light of these results, several recommendations are suggested. First, practitioners should enhance transparency in contractual agreements, ensure clear articulation of parties' rights and duties, and bolster consumer protection to mitigate disputes. Second, regulatory bodies, specifically the Financial Services Authority and the National Sharia Council of the Indonesian Ulema Council, ought to fortify regulatory oversight and standardize Sharia leasing contracts to foster public trust and legal clarity. Finally, future scholarship should expand upon this library-based approach by incorporating empirical investigations involving stakeholders—such as leasing firms, clients, and regulators—and conducting international comparative analyses to deepen understanding of the application and efficacy of these leasing systems.

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