

## ANALYSIS OF THE *IJARAH* CONTRACT IN THE PRACTICE OF RENTING RICE FIELDS: A Case Study In North Kluet District, South Aceh Regency

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### Abstract

In North Kluet Subdistrict, South Aceh District, the farming community, rice fields become objects of rent for the benefit of cultivation so as to obtain crops for living needs. The purpose of this research is to find out the risk coverage of rice field crop failure and the payment mechanism, the forms of rental risk coverage at the time of crop failure to the parties, and the perspective of the *ijarah* contract on the risk coverage of rice field rental in North Kluet District, South Aceh Regency. This research uses a normative sociological approach and descriptive qualitative research analysis with data collection techniques through interviews, observation, and documentation data. The results showed that among the farming community of North Kluet Sub-district, South Aceh District, the risk coverage for the lease of paddy fields is carried out at the time of the lease agreement. At the time of the lease transaction, the owner of the paddy field will explain the condition of the land and the yields that are usually achieved, the payment of the rental of paddy fields is made when the harvest period is completed by the farmer with the same rental price as the previous harvest or raised slightly above the previous rent, with an explanation of the consequences of renting land, such as crop failure and others. For the case of crop failure, the parties agree on the consequences of crop failure either due to lack of water, pests, and force majeure then the solution offered that the losses incurred including all operational costs will be borne by the tenant, but the one who bears a lot of losses here is the land tenant even though the owner of the rice field also shares the loss because the rental price is adjusted to income by putting forward the principle of 'mutual understanding' due to lack of yield or crop failure, and payment of land rental prices will differ in amount from the initial lease agreement.

**Keywords:** *Ijarah* Agreement, Rice Field Lease Practice, Sharia Economic Law.

## INTRODUCTION

Human relations, especially in the field of property, are usually manifested in the form of agreements (contracts) either directly or indirectly which can be made according to the agreement of the parties who become individuals or groups in the agreement. In the provisions of Islamic law, every agreement must be based on justice and willingness that has been determined in Islamic law.<sup>1</sup> Specifically, fuqaha have elaborated in the form of fiqh concepts, especially in the *rubu'* fiqh muamalah. The fuqaha in detail have explained the concepts based on the reasoning of the Qur'an and Hadith which have become guidelines.

*Ijarah* means wages or compensation in the field of muamalah. Therefore, the word *ijarah* has a general definition which is a reward for the use of something or a reward for an activity, or a reward for doing an activity.<sup>2</sup> *Ijārah* can be done for various fields of work, whether it is private or group, such as being used in the public sector that employs a person or a collective in a public business, in this case the workers employed in the public sector use their expertise to be utilised and for the benefit of many people in accordance with the marketing targets carried out even though it has a great risk in a job such as construction workers who work at project sites, interior architects who work to design the interior of their customers' buildings.<sup>3</sup>

Risk is a threat or event that causes an impact that is contrary to the objectives achieved.<sup>4</sup> All risks that occur in society (loss of property, life, finance, business and others). This opinion is expressed by the Maliki, Shafi'i and Hambali schools of thought. Hanafi is of the opinion that the state of risk does not cancel the agreement made by the parties concerned.<sup>5</sup>

In the rice field lease agreement which is carried out in the form of speech has become a tradition among the people of North Kluet, in this case there is also a direct transaction of leasing rice fields between the landowner and the cultivator of rice fields who come from among one *gampong* or

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<sup>1</sup> Chairul Fahmi, 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)', *TSAQAFAH* 8, no. 2 (30 November 2012): 295–310, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

<sup>2</sup> Helmi Karim, *Fiqh Muamalah*, (Jakarta: PT.Raja Grafindo, 2002), p. 29.

<sup>3</sup> Nasroen Harun, *Fiqh Muamalah*, (Jakarta: Gaya Media Pratama, 2009), p. 236.

<sup>4</sup> Soesino Djojo Soedarso, *Principles of Risk Management and Insurance*, (Jakarta: Salemba Empat, 1999), p. 2.

<sup>5</sup> Abdurrahman Al-Juzairi, *Fikih Empat Mazhab*, trans. Nabhadi Idris, 4th ed. (Jakarta: Pustaka Al-Kautsar, 2017).

strong family ties, so that the agreement between the owner of the rice field and the cultivator goes well.

The most principle thing done by the cultivator in leasing this rice field is the ability of the cultivator to buy seeds, fertilisers, and pesticides for the needs of managing rice fields, as well as the ability of skill and energy to work on rice fields. Because both of these things are fully borne by the cultivator. While the landowner does not have any contribution related to managing rice fields and cultivating this rice field because it is an obligation borne and carried out by the cultivator.<sup>6</sup>

Financial needs in cultivating rice fields are very significant because the cultivator must also pay the cost of ploughing rice fields which will be calculated based on the area of the rice field. The need for costs carried out for certain jobs that cannot be done by rice field cultivators such as planting rice in the planting season and threshing rice at harvest time.<sup>7</sup>

Among the people of North Kluet Sub-district, the division of the rice harvest is three to one, with three parts for the cultivator and one part for the owner of the rice field. The division of results that they use is local customary law. Meanwhile, the risks faced by the parties are borne by the cultivator.

The owner of the paddy field conceptually in the *Ijārah* contract must also bear the risks that arise. Because the damage or loss that arises is not due to the negligence and intentionality of the cultivator but is caused by natural factors such as lack of water, water availability or other risks.

In the concept of fiqh, according to fuqaha, risk coverage due to work performed by *musta'jir* must be borne by *mu'ajjir*, namely the owner of the rice field, provided that the risks that arise naturally in this *ijārah* contract and are not caused by *musta'jir*, then the one responsible is the owner of the leased object itself. In the event of damage to the leased item, the renter is liable, provided that the accident was not caused by the owner of the leased item. For example, if the rented shop or house catches fire, leaks, or is destroyed.

This risk management provision must be well understood by the parties because cooperation in agriculture has a large level of risk, especially risks caused by weather factors, water availability and others. Among the

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<sup>6</sup> Interview with Mr Salam, Rice Field Owner, on 15 April 2022 in North Kluet.

<sup>7</sup> Chairul Fahmi, 'TRANSFORMASI FILSAFAT DALAM PENERAPAN SYARIAT ISLAM (Analisis Kritis Terhadap Penerapan Syari'at Islam Di Aceh)', *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (2012): 167-76.

risks that must be protected and controlled by farmers include weather anomalies that are very vulnerable to the growth of rice availability of water needed by the plant. In addition to weather factors, cultivators must also face the management of rice fields that do not harvest optimally due to irrigation damage or pest attacks of leafhoppers, caterpillars and rats. Among the North Kluet community, all activities are fully borne by the cultivator.<sup>8</sup>

Risk practice is a benchmark for the cultivator to be able to overcome the occurrence of crop failure on the land he manages. For this reason, cooperation is needed between the landowner and the cultivator in risk coverage so that no one is harmed, even the role of the cultivator is also needed so that the plant is able to provide optimal results so as to minimise the risks that will occur.<sup>9</sup>

Based on the discussion of the background of the problem above, the manager of the lease object is the renter or landowner who has fully released the management of the land, so if you have seen from the practice described above, how is the application of the *ijarah* contract to the lease practice. Therefore, the author is interested in conducting this research and further examining it with a writing entitled Analysis of the *Ijarah* Agreement in Lease Practices (Case Study in North Kluet District, South Aceh Regency).

## RESEARCH METHODS

This research is a descriptive qualitative research using a normative sociological approach. The data sources used are primary and secondary data sources, namely legal facts in the field and primary and secondary legal materials. The data collection technique uses interviews, observation, and documentation. While the analysis technique uses descriptive analysis where the author describes the data obtained from the research results with a normative sociological approach to primary data and secondary data, reveals the facts then compiled and analysed to explain the description of the existing problems.

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<sup>8</sup> Interview with Pak Husen, a rice field tenant, on 15 April 2022 in North Kluet.

<sup>9</sup> Muhammad Siddiq Armia et al., 'Post Amendment of Judicial Review in Indonesia: Has Judicial Power Distributed Fairly?', *Journal of Indonesian Legal Studies* 7 (2022): 525, <https://heinonline.org/HOL/Page?handle=hein.journals/jils7&id=529&div=&collection=>

## RESULT AND DISCUSSION

### A. The Concept of Akad *Ijarah* (Lease-Rent) in Fiqh

*Ijarah* simply means "the transaction of benefits or services for a certain reward". If the object of the transaction is the benefit or service of something, it is called *ijarat al-'ain* or rent, such as renting a house to live in. If the object of the transaction is a benefit or service obtained from someone's labour, it is called *ijarat al-zimmah* or reward such as money for making clothes. *Ijarah*, whether in the form of rent or reward, is a muamalah that is prescribed in Islam. The original law is valid or permissible if carried out with the rules set by Islam.<sup>10</sup>

This has the same meaning as selling the benefit of an object, not the meaning of the object. The Hanafiyah group explained *ijarah* as a contract in which the ownership of a certain benefit in an object is replaced by the payment of an agreed amount of money. With this agreement, it can also be said that *ijarah* is one of the contracts that contains the taking of the benefits of something by way of compensation.

According to Dr Muhammad Syafi'i Antonio, *ijarah* is an agreement to transfer the right to use goods and services, through payment of rental fees, without being followed by the transfer of *ownership* (*ownership / milkiyah*) of the goods themselves.<sup>11</sup>

Therefore, it can be understood that *ijarah* is an agreement to transfer the right to benefit from a good or service through rental payments without attaching ownership to the goods. *Ijarah* transactions are based on the transfer of rights. The legal basis for *ijarah* is found in Qs. Al-Baqarah verse [2]: 233

Meaning:

"And if you want your child to be suckled by someone else, you are not committing any crime if you pay accordingly. Fear God and know that God sees what you do."

According to the commentary of Teungku Muhammad Hasbi ash-Shiddieqy, if the child wants to be breastfed by another woman, then there is no sin. Of course, if you can pay other breastfeeding mothers according to the prevailing regulations (*'uruf*) without regard to the welfare of the

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<sup>10</sup> Amir Syarifuddin, *Outlines of Jurisprudence*, (Jakarta: Prenada Media, 2003), p. 215-216.

<sup>11</sup> M. Syafi'i Antonio, *Islamic Bank Discourse of Scholars and Scholars*, (Jakarta: Tazkiyah Institut, 1999), p. 155.

breastfeeding mother, the welfare of the child and the welfare of the parents. If you take care of your children's interests through mutual satisfaction, through deliberation, and avoid harming others, Allah will make your children a sacrifice in your eyes in this world and a reason for your reward in the Hereafter.

The above verse is the legal basis for the lease system in Islamic law. In addition, the hadith of the Prophet Muhammad SAW narrated by Bukhari Muslim as follows: "It was narrated from Ibn Abbas, that the Messenger of Allah SAW said: do cupping, then give the cupper his wages. In another hadith mentioned from Ibn Umar that the Messenger of Allah SAW said: Give the labourer his wages before his sweat dries." (HR. Ibn Majah).

According to the majority of scholars, there are four pillars of *ijarah*, namely:

- a. *Aqid*, namely *mu'jir* (the one who rents) and *musta'jir* (the one who rents).
- b. *Sighat*, namely *ijab* and *qabul*.
- c. *Ujrah* (rent or wage).
- d. Benefit, either the benefit of the thing hired or the services and labour of the person hired.<sup>12</sup>

Like in buying and selling, the conditions of *ijarah* also consist of four types of requirements, namely:

- a. The condition of the contract (condition *in'iqad*).
- b. The condition of *nafadz* (taking place of the contract).
- c. Conditions for the validity of the contract.
- d. The condition that the contract is binding (condition *luzum*).<sup>13</sup>

In essence, a lease is a contract that usually permits annulment on the one hand because *ijarah* is a contract of exchange, unless it is said to induce or mandate annulment. *Ijarah (fasakh)* is not valid if any of the following are present, namely:

- a. Occurrence of defects in leased goods  
Occurrence in the hands of the lessee means that the leased item will be damaged while in the hands of the lessee. In this case the damage occurs due to the renter's own negligence. For example, the use of the goods is wrong, the leased goods are misused, and

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<sup>12</sup> Mardani, *Fiqh of Sharia Economics*, Ed. Revised, (Jakarta: KENCANA, 2016), p. 246.

<sup>13</sup> Ahmad Wardi Muslich, *Fiqh Muamalat*, Ed. 1, (Jakarta: AMZAH, 2017), p. 321.

so on. In such a situation, the *lessor* can ask the *lessee* to cancel the contract.<sup>14</sup>

b. Damage to rented items

This means that the goods insured in the lease are damaged or completely damaged so that they can no longer be used in accordance with the agreement.

c. The lease period has expired

This means that the lease that has become a contract based on mutual agreement has expired and the lease is automatically terminated (cancelled).

d. Existence of *excuse*

This means that a reason is an obstacle that makes it impossible to perform the agreement properly. For example, if a person rents a shop for business and the goods are burnt down, stolen by others, or go bankrupt before the shop is used, then the renter can cancel the rental contract that was signed earlier with the renter.

#### Things that can cancel *Ijarah* due to natural disasters

a. Continuous rain

When the rainy season arrives, the rice grains are getting fuller, yellowing and the rice stalks are aging so that they are not strong and easily fall down in the wind and rain. The collapse of rice plants will cause difficulties in the harvesting process and will increase the cost of planting, and there will be a decrease in yield.

b. Drought

Under prolonged dry conditions, plants are susceptible to heat stress and drought. Dry soil can reduce agricultural productivity and suppress crop yields, existing rice fields in the region are not possible to grow rice due to drought, in addition to pest attacks that are prone to occur in the dry season.

A contractual lease will end in accordance with the terms agreed upon in the contract. At the end of the lease contract, the lessee is obliged to return the leased item. However, for certain assets such as houses, animals and other assets due to natural disasters, the lease period will end in the event of destruction. The lease period will end if the rented house collapses. The animal rental contract will end if the animal dies. Similarly, if a vehicle is involved in a collision and can no longer be used, the lease period will

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<sup>14</sup> Sohari Sahari, *Fiqh Muamalah*, (Bogor: Ghalia Indonesia, 2011), p. 173.

end. As long as the lease still exists, the tenant is responsible for repairing or replacing it and in this case the lease does not end.

If the leased property is sold by the owner, the lease contract does not end before the end of the lease period. However, the tenant must inform the new owner of his rights and the term of the lease. Similarly, if one of the parties, either the lessee or the landlord, dies, the lease before the expiry of the lease period is continued by his heirs.<sup>15</sup>

The legal effect of a lease is that if there is a lease contract and all conditions are fulfilled, then the lessor transfers the goods to the lessee for the agreed price. Thus a person enters into a legal relationship, exchange, co-operation to acquire property rights, because if the object is not private property then he cannot use it. This form of muamalah recruitment is necessary in human life, therefore Islamic law legalises it.

Sometimes a person can fulfil one of his or her basic needs without buying an item, due to limited money, for example by renting out agricultural land to someone who does not use it and can rent out the land as an income demand. Not everyone can buy farmland because it is not affordable. But anyone can utilise the land by renting it out.

Based on this, it can be concluded that in addition to buying and selling muamalah, rental muamalah plays an important role in everyday life from the *Jahiliyah* era to the modern era today. We cannot imagine how difficult daily life would be if renting a house was not allowed by law and we did not know the procedures. Therefore, renting is allowed with a clear explanation of the conditions and is recommended for everyone to fulfil their needs. Everyone has the right to rent a house based on the principles established by Islamic law, particularly the sale and purchase of property interests.

Lease agreements are valid as long as the specified period of the agreement has not expired. When that period has expired, the agreement is deemed to have ended, is no longer valid for the next period, and the requested rental item must be returned to the owner. Without a new agreement, the lease is deemed to be terminated, unless there are circumstances that force it to continue. For example, if someone rents land to cultivate for one year. If at the end of the contract there are still crops that

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<sup>15</sup> Chairul Fahmi, 'THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA', *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (1 November 2020): 105–20, <https://doi.org/10.22373/petita.v5i2.99>.



have not been harvested, then in order for the tenant to have the opportunity to benefit from the crops, he can extend the lease period and at the same time immediately pay rent during the lease period.

Except at the end of its validity period, an *ijarah* contract can be cancelled (*fashak*) if there is a defect in the leased item that prevents it from being used as specified in the contract, even if the defect occurs before or after the expiry date of the agreement. The contract also ends if the leased item is damaged and can no longer be used as intended.<sup>16</sup>

The lessee has the right to terminate the contract if he finds out that the lessee has mistreated the leased item. According to the opinion of some scholars, the termination of the *ijarah* contract is caused by several things, namely:

- a. According to the Hanafis, the *ijarah* contract ends with the death of one of the contracting parties. *Ijarah* only has the right to benefit so that this right cannot be inherited because the right of inheritance applies to goods that belong to him.<sup>17</sup>
- b. Although Imam Malik, Imam Shafi'i and Imam Ahmad differed with the Hanafi scholars, they were of the opinion that the agreement can be continued by the heirs until the specified time. And most scholars are of the opinion that *ijarah* is not allowed due to the death of one of the parties.

## **B. Review of Akad *Ijarah* in the Practice of Rice Field Lease in North Kluet District**

In carrying out lease transactions, rice fields are a business that is often carried out among the people of North Kluet, because most people who do this work, there will be an agreement relationship between the owner of the rice field and the tenant, who need each other. Where the landowner only hands over the rice field and then the tenant manages the rice field in accordance with the agreement.

The risk coverage for crop failure experienced by the tenant of the rice field will be fully borne by the tenant of the rice field for the loss, on the grounds that the owner of the rice field only accepts the price of the rice

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<sup>16</sup> Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

<sup>17</sup> Rozalinda, *Fikih Muamalah and its Application in Sharia Banking*, (Padang: Hayfa Press, 2005), p. 111.

field in accordance with the agreement by wanting the rental price of the rice field to be intact and perfectly paid by the tenant, whenever the loss or reduce the economics of the results produced.

The risk coverage that occurs among the people of North Kluet who bear the risk is more dominant in the tenant of the rice field because the cultivator provides seeds, fertilisers and other operations and if there is a crop failure or loss the tenant also bears the loss even though the owner of the rice field receives less rent than having to bear the risks that arise on the farm. And here the owner of the rice field can be said to bear no losses, only that the owner of the rice field only does not increase his wealth.<sup>18</sup>

Because the landowner does not want to know about seeds or fertilisers and other operations, because the landowner only receives the cost of renting rice fields, apart from that the rest is borne by the tenant. In this case, the landowner only takes a role when making a lease agreement for rice fields, although if there is a crop failure, the tenant shares or deliberates regarding the price of renting the rice fields, because the harvest obtained is not appropriate, in this case there are two consequences, where the first consequence is that the owner of the rice fields changes the agreement to relieve the tenants who experience crop failure, While the second consequence is that the owner of the rice field does not change the agreement because works that the agreement has been previously determined at the beginning, but among the North Kluet community prioritises the first consequence, where the first consequence is that the landowner better understands the situation experienced by the tenant "mutual help" because it is experiencing a crop failure disaster.

There is a problem in the practice of leasing rice fields in North Kluet Subdistrict, namely how the perspective of the ijarah contract on the risk coverage system for crop failure in the lease transaction of rice fields in North Kluet. This rice field lease is carried out using the ijarah theory. If there is a crop failure, then the farmer who rents the rice field suffers a loss even though the amount of rent has been determined. This harvest failure is caused by floods, droughts, and other disasters. In such circumstances, there are rice field owners who give leeway to the tenants of rice fields. In addition to pest attacks, the factor that determines the outcome or failure of

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<sup>18</sup> Chairul Fahmi and Wira Afrina, 'ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (23 July 2023): 28–39, <https://www.journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

the harvest is irrigation. In addition, there are rice field owners who do not want to know about the losses of farmers who rent their rice fields, they are not willing to reduce the rental price or write off the rental price for those who experience crop failure. Leasing rice fields is speculative, and the success of the harvest is determined by the irrigation situation, which is difficult to overcome. If this is the case, there is a high possibility of crop failure, in the event that the rice field does not yield results or fails to harvest, returned with the agreed agreement.

What happens in North Kluet who bears the risk of crop failure is the land tenant. In fact, at the beginning of the agreement it was not agreed to bear the risk. However, because it follows the custom in North Kluet and this is a lease transaction, it is the tenant who bears more dominantly, even though previously the tenant covered the seeds, fertilisers, and or other operational costs. But also bears the risk if there is a loss here. But it is not the case that the landowner does not bear anything at all, the landowner only reduces the price of renting rice fields because the results obtained are less and the payment of rice field rent is reduced here, the two parties deliberate or share related to the occurrence of crop failure and set the price of rice field rent again. Although not fully borne at least the dependents of the rice field rental price is reduced by the owner of the rice field.

Thus it can be concluded that risk coverage in the management of cultivated rice fields in North Kluet District is not in accordance with muamalah criteria regarding the concept of ijarah contract because what is practiced seems contradictory and also not fulfilled, which basically if there is a loss in the management of rice fields which according to the concept of ijarah contract must be borne jointly by the landowners and farmers.

## **CONCLUSIONS**

The agreement agreed upon by the landowner and the cultivator is done verbally without black on white. This is also based on the custom that is customary among the people of North Kluet. The implementation is by means of the owner of the rice field land handing over his land to the land tenant or cultivator and all capital costs needed in cultivating crops are fully borne by the tenant of the rice field land such as the cost of purchasing crop seeds, fertilisers, pesticides and other operational costs. The risk coverage agreement made by the landowner with the tenant was not agreed upon at the beginning of the agreement, the harvest sharing agreement that generally occurs among rice field owners and rice field cultivators, namely

the cultivator of rice fields obtains greater rights than the landowner because the farmer has borne all operational costs in cultivating the land that was handed over to him. All harvest income is divided according to the agreement of the parties with the size that has become a custom of the community, namely per gunca. Analysis of the occurrence of puso or crop failure, then the loss becomes a risk that must be borne by the cultivator of rice fields. The owner of the rice field does not participate in bearing the loss because at the beginning of the contract the parties did not explain about risk coverage. The risk coverage system practised by the landowner and the tenant of the rice field in North Kluet Sub-district tends to be unfair because there is too much risk burden that must be borne by the tenant farmer while the landowner does not participate in bearing the risk of losses that occur on the rice field he owns. As previously explained, the *ijarah* contract is a wage contract in agriculture, among farmers in North Kluet District. Furthermore, to continue this research, it would be better if this research is continued with how *keujruen blang* overcome problems and solve problems in agriculture if there is a misunderstanding and how the role of *keujruen blang* on the farm.

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