

ANALYSIS OF THE PRACTICE OF RICE SHARING COOPERATION FROM THE PERSPECTIVE OF AKAD MUZARA'AH

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Abstract

The agricultural sector plays a vital role in supporting the community, not only as a source of income but also as a central pillar of national food security. In Indonesia, particularly in Gampong Lhok Dalam, Peureulak Timur Subdistrict, East Aceh Regency, the profit-sharing cooperation pattern between landowners and farmers has long been a traditional practice. This study aims to examine the rice farming profit-sharing system in the village from the perspective of muzara'ah contracts and Islamic economic law. The study uses a descriptive qualitative approach, with data collected through interviews with landowners and farmers, accompanied by a review of relevant literature. Findings in the field indicate that profit-sharing cooperation is still conducted verbally, without a written agreement. The pattern of profit sharing also varies – generally 1:2 or 1:3 – depending on the agreement and each party's contributions. In many cases, the cultivators bear all production costs, such as seeds, fertilisers, and labour, but receive a smaller share of the profits than the landowners. This condition indicates an imbalance that does not reflect the principle of fairness in muzara'ah contracts. This study also found a lack of transparency in the crop yield recording process, which often leads to disputes between the cooperating parties. From the perspective of Islamic economic law, this practice is not fully compliant with sharia provisions because it still contains elements of gharar (uncertainty) and the potential for actions that are detrimental to one party (zulm). Therefore, it is necessary to understand and apply the muzara'ah contract more formally through clear, written, and transparent agreements so that the division of rights and obligations can be carried out fairly in accordance with sharia principles. The results of this study are expected to form the basis for developing a sharia-based agricultural cooperation model that can improve farmers' welfare and sustainably strengthen the village economy.

Keywords: Agriculture, Islamic Economic Law, Muzaraah principle and Profit-Sharing.

Abstrak

Sektor pertanian memainkan peran vital dalam mendukung masyarakat, tidak hanya sebagai sumber pendapatan tetapi juga sebagai pilar utama ketahanan pangan nasional. Di Indonesia, khususnya di Desa Lhok Dalam, Kecamatan Peureulak Timur, Kabupaten Aceh Timur, pola kerja sama pembagian keuntungan antara pemilik tanah dan petani telah lama menjadi praktik tradisional. Penelitian ini bertujuan untuk mengkaji sistem pembagian keuntungan dalam pertanian padi di desa tersebut dari perspektif kontrak muzara'ah dan hukum ekonomi Islam. Penelitian ini menggunakan pendekatan kualitatif deskriptif, dengan data dikumpulkan melalui wawancara dengan pemilik tanah dan petani, disertai tinjauan literatur yang relevan. Temuan di lapangan menunjukkan bahwa kerja sama pembagian keuntungan masih dilakukan secara lisan, tanpa perjanjian tertulis. Pola pembagian keuntungan juga bervariasi – umumnya 1:2 atau 1:3 – tergantung pada kesepakatan dan kontribusi masing-masing pihak. Dalam banyak kasus, para petani menanggung semua biaya produksi, seperti benih, pupuk, dan tenaga kerja, tetapi menerima bagian keuntungan yang lebih kecil daripada pemilik tanah. Kondisi ini menunjukkan ketidakseimbangan yang tidak mencerminkan prinsip keadilan dalam kontrak muzara'ah. Studi ini juga menemukan kurangnya transparansi dalam proses pencatatan hasil panen, yang seringkali menyebabkan sengketa antara pihak-pihak yang bekerja sama. Dari perspektif hukum ekonomi Islam, praktik ini tidak sepenuhnya sesuai dengan ketentuan syariah karena masih mengandung unsur gharar (ketidakpastian) dan potensi tindakan yang merugikan salah satu pihak (zulm). Oleh karena itu, perlu memahami dan menerapkan kontrak muzara'ah secara lebih formal melalui perjanjian tertulis yang jelas dan transparan agar pembagian hak dan kewajiban dapat dilakukan secara adil sesuai dengan prinsip syariah. Hasil penelitian ini diharapkan menjadi dasar untuk mengembangkan model kerja sama pertanian berbasis syariah yang dapat meningkatkan kesejahteraan petani dan memperkuat ekonomi desa secara berkelanjutan.

Kata Kunci: Bagi Hasil, Hukum Ekonomi Syariah, Pertanian, dan Prinsip Muzaraah.

INTRODUCTION

Agriculture cannot be viewed solely as an economic activity but rather as the primary foundation supporting society's survival and welfare. Through this sector, basic human needs such as food, clothing, and shelter materials can be met sustainably. In addition to producing necessities, farming also has noble values because it helps preserve the environment and the balance of the

natural ecosystem. In Indonesia, agriculture has a strategic position in supporting national food security. This sector plays a vital role in ensuring food availability for the community, thereby reducing dependence on foreign supplies. In addition, agriculture drives the national economy by creating jobs and fostering economic growth, especially in rural areas. Thus, agriculture is one of the main pillars of maintaining the nation's stability, independence, and welfare.¹

Allah SWT created humans as beings who are dependent on one another and unable to live individually. In their daily activities, humans constantly establish relationships and engage in social interactions, both to meet their personal needs and to show concern for the members of their community. These patterns of relationships are evident in various forms of muamalah activities that reflect social and economic interactions between individuals.² Human life requires not only the fulfilment of spiritual needs but also the fulfilment of physical needs such as food, clothing, and shelter. All of these needs are interrelated and are key components in achieving a decent standard of living and well-being. Human relationships with others and interactions with the surrounding environment greatly influence the fulfillment of life's needs. Islam emphasises the values of mutual assistance and sharing in various aspects of life, as taught in the Qur'an and Sunnah of the Prophet (ﷺ), so that human relationships are conducted fairly and free from oppressive behaviour. From the perspective of Islamic law, every individual is permitted to engage in muamalah activities as long as they remain within the established rules and regulations.³

One of the muamalah practices that has endured over time is cooperation in managing agricultural products through a crop-sharing system. In Lhok Dalam Village, Peureulak District, East Aceh Regency, this practice is known as rice field profit sharing. This pattern describes a form of partnership between landowners and tenant farmers in the joint management of rice fields. Basically, this system aligns with the concept of the muzara'ah

¹ Cut Mirna. "The Wage System in Ijarah." *Al-Iqtishadiyah: Journal of Sharia Economic Law* vol. 1, No. 1 2020, p. 38

² Syawalianita Nurfitri Yumni. "Cooperation Agreement Between Sellers and Shopee Providers from the Perspective of Ijārah Bi Al-Manfa'ah (A Study of Employment Contracts)". *Al-Iqtishadiyah: Journal of Sharia Economic Law* vol. 1, No. 1 2020, p. 22

³ Khairil Azman. "Analysis of Default in Cable TV Subscription Contracts in the Banda Aceh Area from the Perspective of Ijārah Bi Al-Manfa'ah Contracts". *Al-Iqtishadiyah: Journal of Sharia Economic Law* Vol. 2 No. 1 (2021), p. 40

contract, a collaboration between landowners and farmers in which an agreement at the beginning of the partnership determines the distribution of the harvest.⁴

In practice, the implementation of the profit-sharing system in Lhok Dalam Village often takes place without an explicit written agreement. Agreements between the parties are generally conveyed verbally. They are informal, so that the division of responsibilities—such as the provision of seeds, fertilisers, and labour costs—is not clearly defined. This situation can cause uncertainty and even conflict, especially when a crop failure or uneven yield distribution is involved. A similar phenomenon is not only found in Lhok Dalam Village but is also a common practice in several other areas of East Peureulak Subdistrict. This situation emphasises the importance of educating the community about the clarity of contracts in muamalah practices so that their implementation aligns with the principles of justice and Islamic law.⁵

In practice, the profit-sharing system often uses a 1:2 or 1:3 distribution scheme, whereby tenant farmers only receive one-third or one-quarter of the total harvest, without taking into account the extent of their role and contribution. In some cases, all production costs—from seeds and fertilisers to labour wages—are borne entirely by the tenant farmers, while the share of the harvest they receive remains smaller than that of the landowners. This situation reflects an imbalance in the distribution of benefits. It has the potential to cause injustice, defined as unfair treatment of tenant farmers who have devoted their maximum effort and time but do not receive commensurate results.⁶ In Indonesia, the agricultural sector is the primary source of livelihood for the majority of the population. However, not all farmers own their own land. There are three main categories of agricultural workers: landowners, tenant farmers, and farm labourers. Tenant farmers often face limitations, particularly in capital and labour, so they need support in managing their agricultural land. This situation encourages landowners to

⁴ Nila Kausari. "The Mechanism of Post-Harvest Rice Trading with Wadi'ah Yad Dhamanah Contracts in Darussalam District, Aceh Besar, According to Islamic Law." *Al-Mudharabah: Journal of Islamic Economics and Finance* Vol. 3 No. 1 (2022), pp. 30-40

⁵ Ahmad S, "The Practice of Rice Farming Profit Sharing in Sukamaju Village from an Islamic Economic Perspective". (Thesis), Faculty of Sharia and Law, Sunan Kalijaga State Islamic University Yogyakarta 2019, p. 29

⁶ National Sharia Council of the Indonesian Ulema Council, Fatwa DSN-MUI No: 85/DSN-MUI/XII/2012 concerning Agreements in *Muzara'ah* Contracts, pp. 20

hand over the management of their rice fields to other parties through a profit-sharing cooperation scheme. On the other hand, people who do not own land still try to carry out agricultural activities to meet their daily needs by entering into profit-sharing agreements with landowners, so that they can manage the fields and get a share of the harvest.⁷

Muzara'ah is a partnership model in agriculture that involves landowners and managing farmers. In this scheme, landowners grant farmers management rights to cultivate their land, while the harvest is shared under an agreement established at the beginning of the cooperation. The proportion of the harvest share may vary, such as half-and-half or 60-to-40, according to a deal deemed fair by both parties. The main principle in *muzara'ah* contracts is the creation of a mutually beneficial cooperative relationship without causing losses, so that the yield-sharing mechanism is carried out openly and clearly. The National Zakat Agency (BAZNAS) is a state institution that has authority over the management of zakat, infaq, and alms from the community. In addition to carrying out its social assistance distribution function, BAZNAS also plays an active role in community economic empowerment programmes, including the development of productive agriculture through a zakat-based *muzara'ah* scheme. In its implementation, BAZNAS generally acts as a provider of capital or means of production, while the underprivileged or small farmers serve as land cultivators.

In general, the mechanism of the programme can be described as follows:

1. BAZNAS provides land, seeds, and agricultural facilities and infrastructure
2. Farmers are responsible for the planting and maintenance processes until harvest time
3. After harvest, the produce is divided based on mutual agreement
4. For example, sixty percent of the harvest is given to farmers as compensation for their labour and time
5. The remaining forty percent goes to BAZNAS as the provider of capital or land

The portion obtained by BAZNAS is generally not intended to be treated as institutional profit. Still, it is managed for social purposes, such as

⁷ Wahbah Az-Zuhaili, "Islamic Jurisprudence and Its Evidence," Volume 6, pp. 566-568

providing capital for new businesses, scholarships, or other forms of social assistance. A common problem in profit-sharing practices is the lack of transparency in the recording and calculation of harvest amounts. This lack of clarity often leads to suspicion and can trigger conflicts between landowners and tenant farmers. From an Islamic economic perspective, the *muzara'ah* contract must be based on clarity, fairness, and mutual agreement from the outset of the cooperation. Each party is obliged to understand their respective rights and obligations, to know the mechanism for sharing profits in proportion to their contributions, and to ensure that the contract is free from usury, *gharar* (uncertainty), and any practices detrimental to either party. If, in reality, the tenant farmer only receives a tiny share or even just a fixed wage, then this pattern of cooperation no longer reflects a *muzara'ah* contract. Such a condition () is closer to the concept of an *ijarah* contract and has the potential to contain elements of injustice that are contrary to the principles of sharia.⁸

As social beings, humans cannot live independently without the help of others. To fulfil their needs and maintain their livelihood, humans need cooperation, mutual assistance, and exchange with their fellow human beings. Islam, as a comprehensive religion, provides guidance for all aspects of human life, both in relation to Allah SWT and in social relations between humans in worldly affairs.

Interactions between individuals in fulfilling life's needs, such as buying and selling, renting, borrowing and lending, and other economic activities, are regulated by the concept of *muamalah*. *Muamalah* covers various forms of contracts, both direct and indirect, including sales contracts, *ijarah* (rental), *rahn* (pawn), and other agreements related to asset management. Based on initial observations in the field, a rice field owner with the initials ZA (45 years old), who lives in Lhok Dalam Village, said that dishonesty is not only potentially committed by landowners but can also occur on the part of farmers. He explained that some farmers sometimes do not report their harvest honestly, claiming that production has decreased when, in fact, the harvest is greater than reported. This situation leaves landowners feeling aggrieved. ZA said:

"We, as rice field landowners, feel aggrieved by some rice farmers who are dishonest with us. Once, when a farmer was harvesting rice, I, as the landowner, already knew from other people that he had obtained a harvest that met

⁸ *Ibid*, Ahmad S, "The Practice of Rice Farming Profit Sharing". p. 30

expectations, but when I asked him, he said it did not meet expectations. That is where undesirable things happened to us as rice field owners.”⁹

On the other hand, tenant farmers also complained about the increase in fertilizer prices, which has reduced their income. The portion of the harvest they receive is often insufficient to meet their daily needs. The absence of a written agreement means that the pattern of cooperation is based solely on mutual trust and customs passed down from generation to generation. This situation could result in losses for one of the parties, especially when circumstances change or production costs rise. In Islamic teachings, every form of muamalah (transaction) must follow the provisions of sharia as contained in the Qur'an and hadith. All economic activities – whether related to business, management, or profit sharing – must be based on the principles of justice and mutual consent between the parties involved.

This condition emphasises that every form of economic cooperation, including in the agricultural sector, must be based on the value of *at-ta'āwun* (mutual assistance) and the principle of justice. Cooperative relationships should not include elements that are detrimental to either party, such as fraud, manipulation, or coercion.¹⁰ One of the main challenges facing the agricultural sector in Indonesia is limited access to financing. Many financial institutions view agriculture as a sector with a relatively high level of risk, so farmers often find it challenging to obtain affordable funding and to cover costs. Meanwhile, the need for financing to support agricultural activities continues to increase in line with rising production costs. The capital required to purchase seeds, fertilisers, and pesticides, and to pay labour, continues to grow over time.

Problems in agricultural profit-sharing practices do not only occur in one particular area. In addition to Lhok Dalam Village, similar issues were found in Seuneubok Punti Village, which remains within the East Peureulak District. However, the nature of the problems arising in the two villages differs. In Seuneubok Punti Village, the obstacles are mainly due to dishonesty among farmers and to the land's status as waqf land. Meanwhile, in Lhok Dalam

⁹ Results of an interview with Mrs Zahra, a resident of Lhok Dalam Peureulak Village, East Aceh, on Wednesday, 16 April 2025, at 13:00-16:30 WIB.

¹⁰ Chairul Fahmi, 'THE DUTCH COLONIAL ECONOMIC'S POLICY ON NATIVES LAND PROPERTY OF INDONESIA', *PETITA: JURNAL KAJIAN ILMU HUKUM DAN SYARIAH* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.

Village, the main problem lies in the absence of a written contract or formal agreement between the landowners and the farmers, so that all cooperation is based solely on verbal agreements.

This type of agricultural cooperation pattern needs to be maintained and developed because it has the potential to improve the welfare of rural communities, especially those without agrarian land. Through a spirit of mutual assistance and cooperation, the community not only gains economic benefits but also strengthens social bonds between individuals. In addition, efforts to earn a living in a reasonable manner and in accordance with Islamic law are part of carrying out the commands of Allah SWT. Working, as long as it does not violate His prohibitions, is a form of worship that has value in His sight.

From an Islamic economic perspective, agricultural production should be carried out optimally, without wasting energy, and should provide broad benefits to the community.¹¹ One form of sharia cooperation that can help achieve this goal is the *muzara'ah* contract. Through this scheme, landowners and tenant farmers work together to manage the land, while the distribution of profits and risks is determined fairly based on an agreement made at the outset. Compared to the *ijarah* contract or land lease system, *muzara'ah* is considered to provide more balanced benefits for both parties. In the *ijarah* contract, the risk of crop failure is generally borne entirely by the tenant, whereas in *muzara'ah*, the risk is shared, making it more proportional. Therefore, the *muzara'ah* contract reflects the principles of fairness, openness, and support for improving farmers' welfare, in line with the values of Islamic sharia economics.¹²

The majority of the community in Lhok Dalam Village still practises agricultural cooperation based on customary traditions passed down from generation to generation, without giving much attention to the principles of muamalah in Islamic sharia. This situation has the potential to give rise to practices that are not in line with Islamic teachings, such as ambiguity in profit distribution, a lack of transparency, and imbalances that can be detrimental to one party. In practice, tenant farmers generally contribute only labour as the

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

¹² Deni Lubis, "Analysis of Farmers' Income with *Muzara'ah* Contracts and Influencing Factors." *Islamic Economic Studies* 2, No. 1 2017, p. 20

primary form of capital, while landowners provide land that is ready for cultivation. Therefore, the mechanism for sharing profits should be clearly and proportionally determined – for example, through a 50:50 or 60:40 ratio – and set out in a written agreement to minimise the potential for future disputes.¹³

Based on this reality, the author considers it necessary to conduct a more comprehensive study of the rice profit-sharing practice in Lhok Dalam Village, Peureulak District, by examining it through the lens of the *muzara'ah* contract and the perspective of Islamic economic law. This study is expected to produce recommendations to encourage the creation of a more equitable and transparent pattern of agricultural cooperation aligned with the principles of Islamic law. With the implementation of collaboration in accordance with the provisions, both landowners and tenant farmers are expected to improve their welfare without any party being disadvantaged or mistreated.¹⁴

Given the existing conditions, the author was motivated to conduct a more in-depth study of the cooperation practices and profit-sharing mechanisms in the community.¹⁵ Based on this description, the author is interested in further examining the cooperation practices and profit-sharing mechanisms applied by the community of Lhok Dalam Village, Peureulak Subdistrict, East Aceh Regency. This issue is considered necessary to study because the research findings are expected to contribute to improving the effectiveness of cooperation in line with the principles of Islamic economics.

The agricultural sector has long been the mainstay of Indonesian society. From vast rice fields, foodstuffs are produced that are the basic needs of all levels of society. Farming activities are not only economic in nature but also touch on sustainability, traditional values, and the dignity of rural communities. One form of cooperation that farmers have practiced for generations is a profit-sharing system between landowners and tenant

¹³ Dewi Oktayani, "Auctioning of Pawn Items from an Islamic Perspective." *Iqtishaduna: Our Economic Scientific Journal*, 8.2 2019, pp. 260–69

¹⁴ Andrew Shandy Utama, "Digitalisation of Conventional and Sharia Banking Products in Indonesia". *Justisia Journal: Journal of Law, Legislation and Social Institutions* 6, No. 2 2021, pp. 113–26.

¹⁵ Nur Ichsan, "Muzara'ah in the Islamic Agricultural System," *Journal of Sharia Economic Law* 10, no. 1 (June 2018): 78–80.

farmers. This pattern of collaboration is still widely found in various regions, including Aceh, and continues to be practised today.¹⁶

In practice, this partnership pattern is generally carried out, whereby landowners hand over their rice fields for management. At the same time, tenant farmers contribute their labour to cultivating, planting, and caring for rice crops until harvest.¹⁷ The harvest is then distributed based on an existing agreement. However, these agreements are generally based only on customs passed down from generation to generation and are not set out in an explicit written agreement. This situation often leads to uncertainty about the distribution of the harvest and even to conflicts between landowners and tenant farmers.

From an Islamic perspective, this type of cooperation is known as *akad muzara'ah*, which emphasises the principles of fairness, clarity, and willingness of the parties involved.¹⁸ Each party should understand their respective roles and responsibilities, including determining which party will provide seeds, fertilisers, and other operational costs, and the mechanism for sharing the harvest. However, in daily practice, many farmers do not fully understand these provisions. As a result, the distribution of yields is often disproportionate, with landowners tending to receive a larger share. In contrast, tenant farmers directly involved in cultivation receive a smaller share.¹⁹ This phenomenon warrants further study because it is directly related to the welfare of rural communities and the implementation of Islamic teachings in daily life. By analyzing the pattern of rice profit-sharing cooperation using the *muzara'ah* contract approach, this study is expected to provide a clearer understanding of the compatibility of current practices with the principles of justice in sharia. In addition, this study is likely to identify the need to improve the cooperation system to avoid losses or inequalities for either party.

¹⁶ Eko Nur Cahyo and Ahmad Muqorrobin, "Strategies for Sustainable Waqf Development in the Agricultural Sector: A Case Study at the Gontor Ponorogo Modern Islamic Boarding School Waqf Maintenance and Expansion Foundation (YPPWPM)," *Journal of Islamic Economics* 4, no. 2 (August 2019): 149.

¹⁷ Harun, *Fikih Muamalah* (Central Java: Muhammadiyah University Press, 2017), 4–5.

¹⁸ 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 (May 2023): 667–86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.

¹⁹ F. Tambio, M. H. Baruwadi, and A. Halid, "Analysis of the Income of Corn Farmers in Potanga Village, Botumoit District, Boalemo Regency," *AGRINESIA: Scientific Journal of Agribusiness*, Vol. 5, No. 1, P-ISSN: 2597-7075, E-ISSN: 2541-6847, November 2020, 24

DATA AND METHODS

This research was conducted in accordance with scientific principles to produce a study that is well-structured, rational, and academically accountable.²⁰ The object of study focused on rice profit-sharing practices in Lhok Dalam Village, East Peureulak Subdistrict, East Aceh Regency, with a review based on the *muzara'ah* contract and the perspective of Islamic economic law. The research method used was qualitative with a descriptive approach. This approach was chosen because it was considered capable of providing a comprehensive picture of the reality in the field, particularly regarding the pattern of cooperation between landowners and tenant farmers. The empirical data obtained were then analysed in relation to the theory and principles of Islamic economic law to assess the conformity of the practices with the provisions of Islamic Sharia. The descriptive approach not only describes the existing conditions but also examines the factors that influence the formation of the profit-sharing system and its impact on the parties involved. Through this approach, the researcher sought to gain a deeper understanding of the interaction between rules, community traditions, and socio-economic conditions that shape agricultural cooperation practices in the research area.

In addition to field data, this study utilises secondary sources, including reference books, previous research results, scientific journals, and academic works on *muzara'ah* contracts, sharia economic law, and agricultural systems. Islamic legal sources, such as Qur'anic interpretations, explanations of hadith, scholars' views, and regulations on agricultural cooperation, are also used as a basis for strengthening the normative analysis. With this combined approach, the study is expected to provide an empirical description and conceptual analysis of rice profit-sharing practices in Lhok Dalam Village, and to formulate relevant recommendations within the framework of Islamic economic law.²¹

²⁰ Muhammad Siddiq Armia, *PENENTUAN METODE & PENDEKATAN PENELITIAN HUKUM*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

²¹ S. T. Opu, E. U. K. Retang, & E.C. Saragih, "Factors Affecting Irrigated Rice Production in Lai Hau Village, Lewa Tidahu District, East Sumba Regency," *Agrivet: Journal of Agricultural and Animal Science*, Vol. 10, No. 1, E-ISSN: 2541-6154, P-ISSN: 2354-6190, July 2022, 121.

RESULTS AND DISCUSSION

A. Analysis of Rice Profit-Sharing Cooperation Practices from the Perspective of Akad *Muzara'ah* in Lhok Dalam Village

Dimyauddin Djuwaini explains that a profit-sharing system is a form of cooperation agreement involving two parties, where one party acts as the capital provider (*shahibul mal*) and the other as the capital manager (*mudharib*) in a business activity. The profits generated from this cooperation are distributed according to a ratio (*nisbah*) agreed upon at the beginning of the contract. In principle, the risk of loss is borne by the capital provider, unless the loss results from negligence, error, or intentional acts by the manager.²²

Thus, profit-sharing agreements can be understood as agreements between two or more parties in which roles are divided between the capital provider and the party contributing labour or expertise. The profit-sharing mechanism is determined jointly through agreements that emphasise fairness and transparency.²³ Field research shows that the practice of rice profit-sharing in Lhok Dalam Village, East Peureulak District, is still carried out in a simple, traditional manner.²⁴ This pattern is part of the village tradition, passed down from generation to generation.²⁵ Generally, agreements are made only verbally between landowners and farmers, without being set out in writing. In this mechanism, the landowner entrusts the rice fields to tenant farmers for management. Profit sharing is an agreement between the owner of capital and the party managing that capital to run a business. If the company generates a profit, it is divided between the two parties according to the agreed-upon share.²⁶

This study aims to describe the implementation of the rice crop profit-sharing cooperation pattern carried out by the community of Lhok Dalam Village within the framework of the *muzara'ah* contract. The research data were collected through interviews with four informants: two tenant farmers

²² Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (July 2024): 89–104, <https://doi.org/10.21580/WA.V11I1.20007>.

²³ Dimyauddin Djuwaini, *Introduction to Fiqh Muamalah*, Pustaka Pelajar, (Yogyakarta) 2015, p. 20

²⁴ Teungku Muhammad Hasbi As-Shiddieqy, *Islamic Fiqh Laws*, (Semarang, Pustaka Rizki Putra, 1997), p. 44

²⁵ Wahbah Az-Zuhaili, *Islamic Fiqh 7*, (Jakarta, Gema Insani, 2011), p. 98

²⁶ Chairuman Pasaribu, K. Lubis, and Suhrawardi, *Agreements in Islam*, 2nd edition, (Jakarta, Sinar Grafika, 1996), p. 12

and two landowners. The interview results showed a similar pattern of cooperation: the landowners provided the agricultural land, while the tenant farmers managed and maintained the rice fields until harvest. This cooperation was formed because some landowners were no longer able to cultivate their rice fields independently due to limited capital, labour, and physical conditions. On the other hand, some people needed farmland to meet their families' food needs, mainly to ensure a sufficient supply of rice. It was this mutual need that gave rise to the practice of profit sharing in the management of the village's agricultural land.²⁷

Based on field findings, one of the informants, Mrs Mn, is the owner of approximately 2.5 rante (± 50 metres) of agricultural land. For her, this land is an essential asset in supporting her family's economy. However, as she has grown older, her physical abilities no longer allow her to manage the rice fields directly. For this reason, Mrs Mn entered into a partnership with a tenant farmer named Mr Do. This partnership is based on mutual trust and a desire to keep the agricultural land productive and prevent it from being neglected.

In rural communities, partnerships between landowners and tenant farmers are common. This form of cooperation benefits both parties: landowners continue to reap the rewards of their land without being directly involved in cultivation. At the same time, tenant farmers gain the opportunity to manage the land as a source of livelihood. Thus, this cooperative relationship is not only economically oriented but also reflects social values such as trust, mutual assistance, and the economic sustainability of rural communities.

In the form of cooperation between Mrs Mn and Mr Do, the division of roles is clearly understood by each party. Mrs Mn acts as the landowner, with her main contribution being 2.5 acres of land. Conversely, all production activities are the responsibility of Mr Do as the tenant farmer. He bears all operational costs and carries out all stages of rice field management, from land cultivation and planting to fertilisation and harvesting. Thus, needs such as seeds, fertilisers, and plant care are entirely the cultivator's responsibility. This cooperation model operates based on a verbal agreement that has

²⁷ Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *Https://Doi.Org/10.1177/11771801241235261* 20, no. 1 (March 2024): 157–66, <https://doi.org/10.1177/11771801241235261>.

become a tradition, without a written contract. In terms of profit sharing, both parties have agreed that Mrs Mn receives 40 kilograms of grain for every rante of land. With 2.5 rante cultivated, the landowner harvests around 100 kilograms of grain each year. The rest belongs to the tenant farmer, Mr Do, as compensation for his labour, time, and expenses.

The profit-sharing ratio in this cooperation indicates that the tenant farmer receives a larger share than the landowner. This is understandable because the tenant farmer bears all production costs and business risks and devotes his labour during cultivation. Therefore, profit sharing is considered relatively fair because it is adjusted to each party's roles and contributions. In agricultural economic studies, this type of cooperation pattern falls under the category of traditional profit-sharing systems, which are still commonly found in rural areas of Indonesia.

However, even though the cooperative relationship runs harmoniously, the practices applied show an imbalance in risk distribution. In the cooperation between Mrs Mn and Mr Do, all potential losses – whether due to extreme weather, pest attacks, or natural disasters such as floods – are entirely the responsibility of the tenant farmers. Landowners do not share the burden of losses if the harvest fails. This shows that tenant farmers are in a more vulnerable position to the uncertainty of agricultural yields and unpredictable environmental changes.²⁸

From a socio-economic perspective, this situation reflects the structural inequality often found in traditional agricultural systems. Sharecroppers bear a greater burden of labour and production risk, while landowners continue to receive a share of the profits without facing the possibility of loss. This imbalance is one factor that often puts sharecroppers at a disadvantage in the agricultural production chain.

However, the relationship between landowners and tenant farmers is not based solely on economic considerations. In practice, these interactions are also imbued with social values. Mrs Mn's decision to entrust the management of her land to Mr Do was not only driven by considerations of efficiency, but also by their existing personal relationship. Mutual trust is the primary foundation supporting the continuity of this cooperation, so that a

²⁸ Cut Afra, Nahara Eriyanti, and Nasr Mohamed Arif, 'SETTLEMENT OF DEFECTS IN MURABAHAH FINANCING AT BANK ACEH SYARIAH REGIONAL BIREUEN, INDONESIA', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 201–21.

formal written agreement is not considered necessary, as it is in modern agricultural systems. This phenomenon shows that rural communities still uphold the values of cooperation, trust, and social solidarity among residents. These values play an essential role in sustaining the profit-sharing practice, even though its implementation is based solely on customs passed down from generation to generation.

Thus, it can be concluded that the cooperation between Mrs Mn and Mr Do is a form of traditional agrarian relationship that reflects a combination of social and economic aspects. Although from a financial perspective the cultivator bears greater risk, this pattern persists because it is based on mutual trust and respect. In addition, this system contributes to the sustainability of agricultural land management, especially when the landowner's ability declines due to age.²⁹

In the context of this study, the pattern of cooperation between Mrs Mn and Mr Do is a clear illustration of the dynamics of social relations that develop at the local community level. This practice shows that agricultural activities are not only oriented towards production or profit but are also influenced by the social and cultural structures and values of rural communities. Based on information from various parties, both landowners and tenant farmers in Lhok Dalam Village, it can be concluded that the rice profit-sharing system that is being implemented does not fully apply the provisions of the *muzara'ah* contract as regulated in muamalah fiqh, but still relies on agreements and customs that have been passed down from generation to generation.

Based on interviews conducted in the local agricultural area, a pattern of cooperation between landowners and tenant farmers emerged, namely between Bang To, the rice field owner, and Pak Md, the party managing the land. Bang To owns approximately 7.5 rai of rice fields, which have the potential to be developed into a promising agricultural source. However, due to time and energy constraints, he is unable to manage the land directly. Therefore, the rice fields were handed over to Pak Md to cultivate and plant with rice.

²⁹ Chairul Fahmi, 'Analysis Of Legal Aspects On Capital Investment Fraud In Indonesia', *Proceeding of International Conference on Sharia Economic Law (ICoShEL)* 1, no. 1 (September 2024): 1.

This cooperation agreement was formed informally through communication and mutual trust, without being set out in writing. This pattern is commonly found in rural communities, where deliberation and personal trust are prioritised over formal contracts. Based on the informant's statement, Bang To's role was limited to providing land ready for cultivation. In contrast, all agricultural activities—from soil cultivation, planting, fertilising, plant care, to harvesting—were entirely the responsibility of Pak Md, the tenant farmer.

Mr Md bears all production costs, including land cultivation costs, the purchase of rice seeds, fertilisers, pesticides, and additional labour if required. Thus, landowners incur no operational costs beyond providing agricultural land for management. This condition demonstrates a clear division of roles between the two parties, whereby landowners function as asset providers, while farmers are responsible for capital, labour, and agricultural business risks. This cooperation pattern can be categorised as a form of traditional, informal agricultural cooperation widely practised in rural Indonesia. In practice, social relations and mutual trust are prioritised over the implementation of formal cooperation agreements, such as *muzara'ah* agreements or other sharia-based agreements. Regarding the distribution of the harvest, it was agreed that Bang To, as the landowner, would receive a fixed portion of 40 kilograms of grain for each rante of rice field. With a total land area of 7.5 rante, the total grain received by Bang To at each harvest was around 300 kilograms. Meanwhile, the remaining harvest was entirely Pak Md's as the tenant farmer.³⁰

Thus, it can be seen that the share of the tenant farmer is much greater than that of the landowner. However, this is considered fair by both parties because the tenant farmer bears all production and labour costs, while the owner only provides the land. This agreement also reflects a balance between the rights and obligations of both parties in accordance with their respective contributions. This is also in accordance with the words of Ibn Umar R.A as narrated in the hadith of Bukhari and Muslim:

³⁰ Results of interviews with Mrs Mn and Teungku Do, landowners and cultivators, 20 May 2025

“The Messenger of Allah ﷺ made a transaction with the people of Khaibar based on a profit-sharing agreement – half of the produce or fruits harvested from that land.” (Narrated by Bukhari and Muslim).³¹

The profit-sharing system applied in this cooperation was not based on a specific percentage calculation but on a fixed yield measured by land area (acreage). This pattern of distribution was commonly found in traditional agrarian societies because it was considered more practical and easier to apply, without requiring complex mathematical calculations.³²

One crucial aspect of agricultural cooperation is the sharing of risk in the event of crop failure.³³ In the collaboration between Bang To and Pak Md, all risks of crop failure are agreed to be borne entirely by the cultivator. If the crops are damaged by flooding, pest attacks, or other extreme weather factors, the landowner does not bear any losses. In such circumstances, Mr Md, as the cultivator, must bear all the losses, given that the capital and labour expended during the planting period came entirely from him.

This situation reflects an imbalance in risk distribution, where the cultivator is in a more vulnerable position than the landowner. Nevertheless, the system continues to operate because it has become a mutual agreement and is considered normal in local agricultural practices. The strong social bonds between the two parties also support the continuity of this cooperation, which is based on mutual trust and respect.

From an agricultural economic perspective, this type of cooperation has both advantages and disadvantages. For landowners, this system is relatively profitable because they continue to reap the rewards of their land without having to invest capital or labour. Meanwhile, for farmers, this cooperation provides access to agricultural land even though they do not own any land themselves. However, from an economic justice perspective, tenant farmers are often in a weaker position because they bear all production costs and

³¹ Al-Bukhārī, *Sahih al-Bukhārī*, Kitab al-Muzārah, hadith no. 2329; and Muslim, *Sahih Muslim*, Kitab al-Musaqāt, hadith no. 1551.

³² Chairul Fahmi, Audia Humairah, and Ayrin Sazwa, ‘MODEL OF LEGAL DISPUTE RESOLUTION FOR BUSINESS CONTRACT DEFAULT’, *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (December 2023): 242–63, <https://doi.org/10.22373/JURISTA.V7I2.228>.

³³ Chairul Fahmi et al., ‘The State’s Business Upon Indigenous Land in Indonesia: A Legacy from Dutch Colonial Regime to Modern Indonesian State’, *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 3 (August 2024): 1566–96, <https://doi.org/10.22373/SJHK.V8I3.19992>.

business risks. If the harvest is successful, tenant farmers can reap enormous profits, but conversely, if there is a crop failure, they must bear the entire loss themselves. In the long term, this condition has the potential to cause inequality in welfare between landowners and tenant farmers.

From a social perspective, this cooperation still has positive values. Trust, a spirit of collaboration, and a sense of mutual assistance are the main foundations that maintain harmonious relations between landowners and tenant farmers. These social values strengthen bonds within the rural community and promote social stability. Interestingly, the cooperation between Bang To and Pak Md does not formally use a *muzara'ah* contract or any other form of sharia agreement. The agreement is made only verbally, based on custom and mutual trust. In fact, from an Islamic law perspective, the *muzara'ah* or mukhabarah contract is a cooperation mechanism designed to prevent injustice and balance the rights and obligations between landowners and cultivators.

A similar point was also made by the Geuchik (head) of Gampong Lhok Dalam Peureulak, Mr Dai. Based on the interview, he explained that the practice of agricultural land management in the local community is essentially similar to the *muzara'ah* system. However, the community does not recognise it by this term; instead, it uses the traditional term "sharecropping". Furthermore, Bapak Geuchik said that in practice, this cooperation is never reported or officially confirmed to the gampong government. Agreements are usually made directly between the landowner and the farmer without involving village officials or local customary institutions. The distribution of the harvest, especially rice, is determined based on mutual agreement between the two parties. There are no standard rules or written provisions governing the distribution of the harvest. The geuchik also emphasised that if disputes or problems arise in the future, the community tends to resolve them amicably between the cultivators and landowners without involving the village authorities.³⁴ This is in accordance with the words of Jabir r.a. regarding land lease agreements with procedures for the distribution of rice yields as stated in the hadith below: From Jabir, may Allah be pleased with him, who said:

³⁴ Interview with Mr Dai, Geuchik Lhokm Dalam Peureulak Timur, on 11 September 2025

"The Messenger of Allah ﷺ forbade muhaqalah, muzābanah, and mukhābarah, but permitted land loans, crop sharing, and leasing." (Narrated by Bukhari and Muslim).³⁵

From Geuchik Bapak Dai's explanation, it is clear that this is consistent with the fatwa of the East Aceh Ulama Council (MPU), which confirms that the practice of muzara'ah is permissible under Islamic law, provided it complies with the principles of sharia. These principles include the willingness (taradhi) of the landowner and the cultivator, clarity in the distribution of the harvest, and the absence of gharar (uncertainty) or riba in the contract. The East Aceh MPU fatwa also explains that the traditional practice of muzara'ah without a written contract remains valid as long as it is based on the principles of fairness and an explicit agreement between the two parties. Based on the findings in the field and the provisions in the East Aceh MPU fatwa, it can be concluded that the agricultural cooperation practice in Gampong Lhok Dalam falls under the category of traditional *muzara'ah*. This practice is in accordance with the values of Sharia, as explained by the East Aceh MPU, even though, administratively, it remains informal and not officially documented. This condition shows that the people of Gampong Lhok Dalam still hold strong local customs and beliefs in carrying out agricultural cooperation. Still, further socialisation and guidance are needed so that this practice can be carried out in accordance with Islamic law in a more orderly and systematic manner.³⁶

This is also in line with the narrations in the hadiths of Bukhari and Muslim:

From Rafi' bin Khadij, may Allah be pleased with him, who said: "During the time of the Messenger of Allah ﷺ, we used to engage in agricultural cooperation, with the stipulation that part of the land's produce was for us and part was for them. Sometimes our share would yield a harvest, while theirs would not, so the Messenger of Allah ﷺ forbade us from doing that." (Reported by Bukhari and Muslim)³⁷

³⁵ Al-Bukhārī, *Ṣaḥīḥ al-Bukhārī*, Kitāb al-Buyū', hadith no. 2194; and Muslim, *Ṣaḥīḥ Muslim*, Kitāb al-Musaqāt, hadith no. 1536.

³⁶ Nurkhalis Muchtar, "The Fatwa Method of the MPU (Aceh Ulama Council)," *LENTERA: Indonesian Journal of Multidisciplinary Islamic Studies*, Vol. 5, No. 1 (January-June 2023), pp. 89-102.

³⁷ Al-Bukhārī, *Ṣaḥīḥ al-Bukhārī*, Kitāb al-Muzāra'ah, no. 2325; Muslim bin al-Ḥajjāj, *Ṣaḥīḥ Muslim*, Kitāb al-Musaqāt, no. 1548.

Even without a formal contract, this system could still function well because mutual responsibility and honesty on both sides supported it. This shows that social and moral values in society were still the dominant factors in maintaining the continuity of traditional agricultural cooperation.³⁸

CONCLUSION

Based on the results of research and analysis of rice profit-sharing practices in Lhok Dalam Village, East Peureulak Subdistrict, East Aceh Regency, it can be concluded that the community's cooperation system remains traditional and rooted in customs passed down from generation to generation, without an explicit written agreement. Agreements between landowners and cultivators are made only verbally, with varying profit-sharing ratios—generally 1:2 or 1:3—depending on the initial contribution and the terms of the agreement. In many cases, the cultivators bear all production costs, such as seeds, fertilisers, and labour, but receive a smaller share of the yield than the landowners. This practice shows that the profit-sharing system in place is not entirely consistent with the principles of *muzara'ah* contracts in Islamic economic law, as it still includes elements of *gharar* (uncertainty) and *zulm* (injustice).

This can be seen in the imbalance of responsibilities, the lack of transparency in harvest recording, and the disproportionate distribution of profits relative to the labourer's workload. As a result, there is potential for disputes and losses for one of the parties, especially for the cultivators. From a Sharia perspective, the *muzara'ah* contract should be based on the principles of fairness, clarity, and mutual consent (*ridha*) between the landowner and the cultivator. Each party must understand their rights and obligations transparently and make a written agreement that specifies the distribution of results and responsibilities in detail. Thus, the principles of justice and balance taught in Islam can be realised in agricultural practice. Therefore, this study recommends educating and socialising rural communities on Sharia economic law so that they understand the concept of *muzara'ah* contracts correctly.

Local governments, religious institutions, and related parties are expected to play an active role in encouraging the implementation of written agreements that are fair, transparent, and in accordance with the contributions

³⁸ Results of interviews with Mr To and Mr Md as farmers and landowners, 23 May 2025.

of each party. With the implementation of a sharia-based profit-sharing system, it is hoped that farmers' welfare will improve, social justice will be realised, and the village economy can develop sustainably and in accordance with Islamic values. Thus, agricultural cooperation in Lhok Dalam Village needs to be directed towards the proper implementation of the *muzara'ah* contract. This can be realised through the creation of a binding written agreement, a fair distribution of shares based on contribution, and transparency in the management of crop yields. The application of these principles will not only create justice for landowners and cultivators, but also bring blessings and shared prosperity as intended in Sharia economic law.

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