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Jurnal Ilmu-Ilmu Ushuluddin

**A Legal Debate on Polygamy:
Classical and Contemporary Perspectives**

Sukring Syamsuddin

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The Concept of Muzāra'ah and Its Implications on Socio-Economic of Society in Cianjur, West Java

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Abstract

Indonesia is an agricultural country because most of the population has a livelihood in agriculture. In addition, agriculture is the second largest contributor to national economic growth and Gross Domestic Product (GDP). Rural areas have vast agricultural land, but not all communities have land so most farmers work on land owned by other people and then get a share of the results by a variety of methods. The research objective is to analyze the implementation of muzāra'ah contract based on Law No. 2 of 1960 and Islamic law and It's implications for the socio-economic life of the society in Cianjur. Data collection was carried out using the method of observation, interview and documentation (library) and data analysis deductively, inductively and comparatively, then presented in a qualitative descriptive manner. The population in this study was 120 people, and the study sample was 12 people (10%) who were selected by purposive sampling method. The results of the research are (1) the implementation of muzāra'ah contract in Cianjur, West Java is not fully in accordance with Law No. 2 of 1960 and Islamic law, (2) The implications of muzāra'ah on the economic life of farmers are the fulfillment of darūriyyah needs, namely consumption and secondary education, while landowners can meet more complex needs., including fulfillment of darūriyyah, can allocate part of the funds to go on pilgrimage, charity to other people in need. And (3) The Implications of muzāra'ah contract on the social life of society is a concern between landowners and farmers that is realized by helping each other when in trouble. However, attention from the government is still needed to ensure good relations between the two parties that are cooperating

Keywords: *Muzāra'ah Concept, Socio-Economic Society, Cianjur*

Abstrak

Indonesia merupakan negara agraris karena sebagian besar penduduk mempunyai pencaharian di bidang pertanian. Selain itu, pertanian merupakan kontributor kedua terbesar terhadap pertumbuhan ekonomi nasional dan Produk Domestik Bruto (PDB). Daerah pedesaan mempunyai lahan pertanian yang sangat luas, namun tidak semua masyarakat mempunyai lahan sehingga sebagian besar petani menggarap lahan milik orang lain kemudian mendapatkan bagi hasil dengan metode yang beragam. Tujuan penelitian adalah untuk menganalisis pelaksanaan konsep muzāra'ah berdasarkan UU No. 2 Tahun 1960 dan hukum Islam dan implikasinya terhadap kehidupan social ekonomi masyarakat di Cianjur. Pengumpulan data dilakukan dengan metode observasi, wawancara dan dokumentasi (perpustakaan) dan analisis data secara deduktif, induktif dan komparatif, kemudian disajikan secara deskriptif kualitatif. Jumlah populasi dalam penelitian ini 120 orang, dan sampel penelitian sebanyak 12 orang (10%) yang dipilih dengan metode purposive sampling. Hasil penelitian adalah (1) pelaksanaan perjanjian bagi hasil akad muzāra'ah di Cianjur belum sepenuhnya sesuai dengan UU No. 2 Tahun 1960 tentang perjanjian bagi hasil lahan pertanian dan hukum Islam dalam kerjasama pertanian. Hambatan dalam melaksanakan peraturan No 2 Tahun 1960 dan hukum Islam dalam kerjasama pertanian adalah

tidak ada sosialisasi dari pihak manapun terkait UU No. 2 Tahun 1960 tentang perjanjian bagi hasil tanah pertanian dan hukum Islam dalam kerjasama pertanian. Adanya kebiasaan-kebiasaan yang telah berlangsung turun temurun. (2) Implikasi akad muzāra'ah terhadap kehidupan ekonomi petani adalah pemenuhan kebutuhan darūriyyah yaitu konsumsi dan pendidikan keturunannya, sedangkan pemilik lahan dapat memenuhi kebutuhan yang lebih kompleks, antaranya pemenuhan darūriyyah, dapat mengalokasikan sebagian dana untuk pergi haji, bersedekah dan zakat kepada orang lain yang membutuhkan. Dan (3) Implikasi akad muzāra'ah kehidupan sosial adalah adanya kepedulian antara pemilik lahan dan petani yang diwujudkan dengan saling membantu ketika dalam kesulitan. Namun demikian, perhatian dari pemerintah tetap diperlukan untuk menjamin hubungan baik antara kedua belah pihak yang bekerjasama.

Keywords: Muzāra'ah concept, socio-economic society, Cianjur West Java

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Introduction

Ownership of agricultural land and inequality in rural areas is not a new issue. Since the beginning of the 20th century the Dutch government has realized this. Through a survey conducted in 1903, showed that almost half of the farmers controlled the land less than 0.50 hectare.¹ This condition has not changed much, due to the increasing population and is not offset by the addition of agricultural land. It can be seen from the results of the 1993 agricultural census, for example, that farmers who have land less than 0.50 hectare are around 29%. Agricultural land in the countryside is still very broad, but not all villagers as farmers have land so that most farmers work as farm laborers. The value of mutual cooperation can be used positively in life to mobilize community solidarity so that the Indonesian people are able to face the challenges of changing times, globalization and various things that threaten people's lives such as natural disasters, social and political conflicts.²

Of the thousands of islands that make up Indonesia, Java because of its central location, perhaps the most affected by foreign culture. One form of community cooperation in the agricultural

sector is that landowners involve farmers by leasing, paying wages, and making profit sharing arrangements. In this collaboration the people who own the land will give permission to other people to process it, then the results are divided between the land owner and the farmer based on an agreement between the two parties. There are two forms of community agricultural activities, namely rice fields and fields that present the ecology of Java and outside Java.³ Irrigated land area requires labor to develop intensively into population concentration. But this does not mean that life can be said to be harmonious. According to Schrieke, there are three incentives for farmers to increase production because the production process is given to the royal family and the bureaucracy in the palace. This tribute must be given because the kingdom has been instrumental in building construction and maintenance of irrigation and road channels, security guarantees, as well as the provision of rice barn buildings. As a result the life of farmers is under pressure from the kingdom. The structure of society at that time was relatively more egalitarian, both economically and socially. This assumption of undifferentiated, egalitarian and stagnant Javanese society also dominated the colonial government at that time.⁴ According to Husken and White, Javanese

¹ E.J Syahyuti dan Aten M Hurun. 2002. 'Reforma Agraria dan Masa Depan Pertanian', *Jurnal Litbang Pertanian*, Vol. 21, No 4: 133-139.

² Subagyo 2012. 'Pengembangan Nilai dan Tradisi Gotong Royong Bingkai Konversi Nilai Budaya', *Indonesian Journal of Conservation*, Vol. 1, No. 1; p. 61-68.

³ C. Geertz, *Involusi Pertanian; Proses Perubahan Ekologi di Indonesia* (Jakarta: Bharata K.A, 1976), p. 90

⁴ E.J Syahyuti dan Aten M Hurun. 2002. *Op.Cit*, p. 134.

society has historically been divided into agrarian classes which are divided into land tenure and commercialization. That is, the nature of the village community in the pre-colonial era which is very egalitarian and full of romantic intimacy is not true. Both forms require an effort or strategy that must be taken by farmers either by maintaining ownership or access to land that is controlled or the way to cultivate it in farming.⁵

Economic development in urban areas tends to contradict the level of income of rural communities. This affects the decreasing level of land ownership in rural areas. The negative impact of this development is the accumulation and concentration of land ownership to a group of people in urban areas. The process of land accumulation and concentration further increases the frequency of violations of land ownership and social inequality between landowners and farmers.⁶

Inequality of land ownership is also a source of injustice. When agricultural land shrinks and inequality is not resolved, there will be a crisis of food availability. Food security as the goal of agricultural development is very dependent on the availability of agricultural land and the fairness of ownership and utilization for farmers.⁷ The current symptom shows the tendency of farmers to cultivate agricultural land instead of their own land, but work on the land of other people who live in urban areas with a profit sharing system. The profit sharing system is preferred to the rental system because the profit sharing system is most likely to be done by farmers and they do not have the ability to pay rent that must be paid in advance and the cost of working on the land.

⁵ Geidy Tiara Ariendi dan Rilus A. Kinseng. 2011. 'Strategi Perjuangan Petani Dalam Mendapatkan Akses dan Penguasaan Atas Lahan', *Solidarity; Jurnal Transdisiplin Sosiologi, Komunikasi dan Ekologi Manusia*, Vol. 5, No 1; 13-31.

⁶ *Ibid*, p. 136.

⁷ F. Hermawan (2012), 'Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian', *Jurnal Ilmu Hukum (Mizan)*, Vol. 1 (2): p. 91- 99.

The profit and loss sharing agreement is regulated by the government in Law No. 2 of 1960, in general is an agreement made between landowners and someone or an institution (farmer) where farmers are allowed by the landowners to carry out agricultural business on their land by dividing the results agreed by both parties. Profit sharing is the result of an agreement between the two parties on a voluntary basis and not coercion. For cultivators, they can cultivate land owned by other people without having to own their own land and get the agreed-upon results. Revenue sharing has two positive and negative implications, the causes of poverty in tenants are influenced by the existence of these local institutions, the economic business performance carried out and the appropriate empowerment model to be applied.⁸

But in this case not all land owners are fair to farmers, because the position of farmers is weak and most do not have other skills to find work. Injustice carried out by landowners is that farmers cannot cultivate the land properly, so this makes the landowners request the land to be processed before the agreement has been agreed upon. The agreement on agricultural land, especially rice, is not the land which is the main objective, but about the work and yield of the land (in this case, rice) and the workers who work on it. It turns out that doing so for agricultural products not only can fulfill the material needs but also can improve social and economic life among the actors of agricultural profit and loss sharing.

Agricultural profit and loss sharing agreements are regulated by Law No. 2 of 1960, regulates the agreement so that the profit sharing between landowners and farmers is carried out on the basis of fairness and guaranteed proper legal position for farmers by affirming the rights and obligations

⁸ Jannahar Saddam Ash Shidiqie (2017), 'Bagi Hasil Ditinjau dari Undang-Undang dan Hukum Islam', *Jurnal Ekonomi Syariah Indonesia*, Vol. 7 (1); 22-31. *JIME*, Vol. 1 (2): 2-13.

between the two. This regulation explains the guidelines for the implementation of the profit sharing contract which includes; (1) Subject of agreement, (2) Object of agreement, (3) Form of agreement, (4) Term of agreement, (5) Transition and expiration of agreement, (6) Distribution of results and (7) Obligation of land owners and tenants. Whereas in Islamic law, cooperation in agriculture is called the three terms namely *musāqah*, *muzāra'ah* and *mukhābarah*. *Akad musāqah*, is a form of cooperation between the owner of the garden and the farmer with the aim that the garden can be maintained and cared for so that it provides maximum results, then part of the yield becomes part (wage) for farmers in accordance with the agreement.

Musāqah cooperation is different from hiring gardeners to take care of plants, because the results they receive are not wages that are definitely the size of a gardener, but from garden produce which is not necessarily the size. Whereas the contract of *muzāra'ah* and *mukhābarah* is a contract of cooperation between the land owner and the farmer, where the landowner surrenders the land to the farmer to manage, then the results will be shared between the two parties according to the agreement. The difference is in production capital, if capital comes from farmers or managers, it is called *mukhābarah*, and if the capital comes from the landowner, it is called *muzāra'ah*. With the Law No. 2 of 1960 and Islamic law which explains the agreement (contract) for profit sharing in agriculture is a form of business to prevent exploitation on one side (land owner or farmer), so that no party is harmed and gets unfair treatment in the implementation of the contract for yield from agricultural land. This article will discuss one form of agricultural land cooperation, namely the *muzāra'ah* concept and Its implication on socio-economic of Society in Cianjur, West Java.

Definition of *Muzāra'ah*

Al-muzāra'ah in Arabic comes from the word *zara'a ara'a*, which is a plant. *Al-muzāra'ah* in terms of language, intends to make the land as a planting or agricultural activity by sharing between landowners and farmers to get results. The result will be shared between the two parties based on what has been agreed in the contract or '*uruf*'.⁹

According to the Sharia perspective, there are several definitions proposed by the *fuqahā'*. According to Ḥanafī *al-muzāra'ah* is a contract for the production of crops carried out jointly between the landowners and farmers through the distribution of crop yields among them as agreed. Landowners may pay farmers or rent their land to farmers, and the results obtained will be shared between them.¹⁰ Whereas according to Mālikī, *al-muzāra'ah* is a contract of profit sharing in agriculture that occurs between landowners and farmers.¹¹ Shāfi'ī interpreting you as a contract signed between the land owner and the farmer who will carry out the work of planting and guarding it, then will get a portion of the results, while the seed used is the property of the landowner.¹² Ḥanbalī also argues, that *muzāra'ah* is a contract to hand over land to a farmer to be cultivated and the results will be divided between landowners and farmers.¹³

Based on the definitions that have been described, it can be concluded that the concept of *muzāra'ah* is a concept of sharing the results

⁹ Ibrāhīm Madzkūr (1983), *Majmā' al-Lughah al-'Arabīyah al-Mu'jam*, Juz 3, Cet 3 (T.T.T: Maktabah bi al-'Ilānat al-Syarqīyyah), p. 401

¹⁰ Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Badā'ī' al-Ṣanā'ī' fi Tartīb al-Syarā'ī'*, Juz 8 (Kāherah: Maṭba'ah al-Imām Syari' Muḥd Karīm bi al-Qalqā'ah), p. 3808.

¹¹ Syams al-Dīn al-Syeikh Muḥammad 'Arafah al-Dusūqī (t.t), *Hāsyiah al-Dusūqī 'Alā al-Syarḥ al-Kabīr*, Juz 3 (T.T.T: Maṭba'ah 'Isa al-Bābī al-Halabī wa Syirākuhu), p. 372.

¹² Al-Syeikh Muḥammad al-Khaṭīb al-Syarbīnī (t.t), *Mughnī Muḥtāj ilā Ma'rifah Ma'āni Alfāz al-Minhāj*, Juz 2 (T.T.T: Dār al-Fikr), p. 323.

¹³ Abī Muḥammad 'Abd Allāh bin Aḥmad Ibn Qudāmāh (t.t), *Al-Mughnī*, Juz 5 (Beirut: Dār al-Fikr), p. 581.

between landowners and farmers. The land owner surrenders the right to manage the land owned by the farmer and the proceeds will be distributed between the parties involved based on the agreed contract.¹⁴ In principle, the concept of *al-muzāra'ah* resembles the concept of *muḍārabah*. However, the difference between the two is the division of the results of *muzāra'ah* contract is the division of the crop and not the profit as contained in *muḍārabah* principle.¹⁵

Law of *Muzāra'ah*

Fuqahā' have different opinions in discussing the *muzāra'ah* contract. There is a view that allows and there are other views that do not allow this contract

A. Opinions that do not allow

Abū Ḥanīfah and Zufar Ibn Hudail al-Kūfī (pakar fiqh Ḥanafī) argue that *muzāra'ah* contract is not permitted. According to them, *muzāra'ah* with profit sharing like $\frac{1}{3}$ dan $\frac{1}{4}$ the law is canceled.¹⁶ Syāfi'ī also argue that *muzāra'ah* is not valid, only the scholar Syāfi'ī think that *muzāra'ah* is legitimate if follow with *musāqāh*, for example if there is cooperation in planation management, then there is a vacant land that can be used for *muzāra'ah*, then according to scholar Syāfi'ī *muzāra'ah* contract can be done but this contract does not stand alone and must follow with *musāqāh*.¹⁷ Although opinions do not allow

¹⁴ Muḥammad bin 'Alī bin Muḥammad al-Syawkānī (1985), *Al-Sayl al-Jarā'ir al-Mutadafiq 'alā Hadā'iq al-Azhār*, Juz 3 (Beirut: Dār al-Kitāb al-'Ilmiyyah), p. 219; Hasan Muḥammad Ayūb (1998), *Fiqh al-Mu'āmalāt al-Māliyah fī al-Islām*, Juz 1 (Kāherah: Dār al-Tawzī' wa al-Nasyr al-Islāmiyah), p. 283; Bosworth C. E. et.al (ed.) (1993), *The Encyclopedia of Islam*, Vol. vii (Leiden: E.J Brill), p. 822-823.

¹⁵ Fahim Khan (1995), *Essay in Islamic Economics* (The Islamic Foundation: Leicester), p. 82.

¹⁶ Disebutkan sepertiga dan seperempat karena menurut adat/ kebiasaan. Lihat Wahbah al-Zuhaylī (1989), *Al-Fiqh al-Islāmī wa Adillatuhu*, Juz 5 (Damaskus: Dār al-Fikr), p. 614; bandingkan dengan 'Alī Ibn Abū Bakr Ibn 'Abd al-Jalīl al-Marginānī (t.t), *Al-Hidāyah Syarh al-Bidāyah*, Juz 4 (Beirut: al-Maktabah al-Islāmiyah), p. 53

¹⁷ Al-Syeikh Muḥammad al-Khaṭīb al-Syarbinī (t.t), *Op.Cit*, 325.

the application *muzāra'ah*, but they state that the lease of land is legitimate and justified. This opinion is based ḥadīth "From Zaid bin said: The prophet Muhammad forbade from applying *al-mukhābarah*. I asked: what is *al-mukhābarah*? The prophet Muhammad answered: Someone who makes (rents) the land with a result of $\frac{1}{2}$, $\frac{1}{3}$ or $\frac{1}{4}$ (HR Abū Dāwūd).¹⁸

Abū Ḥanīfah does not allow *muzāra'ah* application based on the Prophet Muhammad's ban on the application of *mukhābarah* namely land leasing. Abū Ḥanīfah also believes that the transaction of the Prophet Muhammad with population of *Khaibar* is a tax, namely a provision that must be paid by the peasant to the Prophet Muhammad every harvest with a certain level (*kharāj al-muqāsamah*) and not *muzāra'ah* contract. The Government has the right to taxes (*kharāj*) from the population and this is justified.¹⁹

Khaibar is a city on the Arabian Peninsula which was opened by Muslims under the leadership of the Prophet Muhammad in the 7th year of Hijrah. In the war, the Prophet Muhammad had won without the enactment of bloodshed. All the property of the Jews in *Khaibar* included land, date palms and wine made as spoils of war by the Prophet Muhammad.²⁰ According to Abū Ḥanīfah, *muzāra'ah* it is not permissible because *muzāra'ah* object still doesn't exist (*al-ma'dūm*) and it's not clear in size (*al-jahālah*). If agricultural cooperation does not get results, the farmers as managers do not get anything and cause losses. Therefore, you are considered invalid because the contract object (land benefit) is unclear and still does not exist.²¹ Abū Ḥanīfah also stated

¹⁸ Abī Dāwūd Sulaymān Ibn al-As'āth (1988), *Sunan Abū Dāwūd*, Kitāb al-Buyū', Bāb fī al-Mukhābarah, no 3407.

¹⁹ Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Op.Cit*, p. 3808; Kamāl al-Dīn Muḥammad bin 'Abd Wāhid al-Hammām (t.t), *Fath al-Qādir*, Juz 8 (Beirut: Iḥyā' al-Turāth), p. 32.

²⁰ Abū 'Ubayd (1966), *Al-Amwāl*, Cet 1 (T.T.T: Maktabah al-Kulliyāt al-Athāriyyah), p. 55-56

²¹ Kamāl al-Dīn Muḥammad bin 'Abd Wāhid al-Hammām (t.t), *Op.Cit*, p. 32.

that *muzāra'ah* application is only allowed if the business or work and seeds are joint property rights. So, this means that farmers rent land with their tools and landowners pay farmers by providing equipment and seed plants.²²

Scholar of Syāfi'ī also agree with Abū Ḥanīfah which states that *mukhābarah* is a prohibited contract. In their opinion, this contract is prohibited and canceled because the seed of the plant is provided by the manager. Based on this situation, the land owner is only involved in managing the land and is not entitled to a profit sharing.²³ *Fuqahā'* from Syāfi'ī just justify *muzāra'ah* if it is preceded by a contract of *musāqah*. This means that the land in the contract must have fruiting trees or vacant land between the fruiting trees. So if there has been a contract of *musāqah*, then *muzāra'ah* contract is justified.²⁴

Therefore, the *fuqahā'* of the School of Syāfi'ī does not require rental of land mixed with agricultural produce. Because agricultural produce is the whole right of the landowner because he develops his property, but the landowner is responsible for paying wages to farmers including animal rent and the tools used. The method that can be made based on the opinion of Syāfi'ī is the way land owners and farmers share in providing seed and both parties manage agricultural land together. In this way, both parties are involved in work and seed matters. Therefore, farmers benefit from the results obtained and the landowners benefit from the results obtained and land ownership.²⁵

²² 'Abd al-Rahmān bin Muḥammad Auḍ al-Jazīrī (1998), *Kitāb al-Fiqh 'alā Mazāhib al-Arba'ah*, Juz 2 (Beirut: Dār Ihyā' al-Turāth), p. 9

²³ Abī Ishāq Ibrāhīm bin 'Alī bin Yusūf al-Fairuzabāzī al-Syirāzī (1959), *Al-Muhadhab fī Fiqh al-Imām al-Syāfi'ī*, Juz 1 (Meşir: Maktabah Mustafā al-Bābī al-Halabī wa awlādūhu), p. 400-401.

²⁴ Abī 'Abd Allāh Muḥammad bin Idrīs al-Syāfi'ī (1993), *al-Umm*, Juz 4 (Beirut: Dār al-Kitāb al-Ilmiyyah), p. 13-14; Al-Syeikh Dāwūd bin 'Abd Allāh Faṭānī (t.t), *Furū' al-Masā'il*, Juz 1 (Singapore: Maktabah wa Maṭba'ah Sulaimān), p. 106.

²⁵ Al-Syeikh Muḥammad al-Khaṭīb al-Syarbīnī (t.t), *Op.Cit*, 325.

B. Allow opinion

The opinion which states that this contract is permissible is composed of groups of *Fuqahā'*. They consist of (1) Aḥmad Ibn Ḥanbal, (2) Abī Laylā Ibn Sa'īd, (3) Abū Yūsuf, and (4) Muḥammad al-Syabānī.²⁶ The opinion of the scholars who allow is to refer to ḥadīth dan juga *ijmā'*; i) The proposition of al-Sunnah: "It is narrated from 'Abd Allāh bin 'Umar said:" The Messenger of Allah blessed the people of Khaibar with half of what was produced, which consisted of fruits and plants.²⁷ And "From *Ibn Abbās*, that the Prophet Muhammad surrendered the land to the inhabitants of Khaibar and the tamar tree by sharing *muqāsamah* (as many)".²⁸

Whereas ii) The reason *Ijmā'*, The friends who require the implementation of *muzāra'ah* are as follows:

1. Al-Bukhārī there is a narration that 'Alī bin Abī Ṭālib, Sa'ad Bin Mālik, 'Abd Allāh Bin Mas'ūd, 'Umar Bin Abd al-Azīz, al-Qāsim al-'Urwah, keluarga Abū Bakar al-Ṣiddīq, the family of 'Umar al-Khaṭṭab, family 'Alī bin Abī Ṭālib and Ibn Sirin have done the concept of *muzāra'ah*.²⁹
2. Said Abū Ja'afar bin 'Alī bin Ḥassan bin Abī Ṭālib: The Messenger of Allah blessed the people of *Khaibar* with a result of ½. Then followed by Abū Bakar al-Ṣiddīq, 'Umar bin al-Khaṭṭāb, 'Uthmān bin 'Affān and 'Alī bin Abī Ṭālib and then followed by their family experts so that it gives ½ or ¼.³⁰

²⁶ Kamāl al-Dīn Muḥammad bin 'Abd Wāḥid al-Hammām (t.t), *Op.Cit*, p. 32; Rafiq Yūnus al-Miṣrī (1999), *Uṣūl al-Iqtiṣād al-Islāmī*, Cet 3 (Beirut:Dār al-Syāmīah), p. 188.

²⁷ Imām Muslim (2000), *Ṣaḥīh Muslim bi Syarh al-Imām Maḥyuddīn al-Nawāwī*, Kitāb al-Musāqah, Bāb al-Musāqah wa al-Mu'āmalah bi Juz Mīn al-Thamr wa al-Zar'i, no 3939; Abī Dāwūd Sulaymān Ibn al-As'āth (1988), *Sunan Abū Dāwūd*, Kitāb al-Buyū', Bāb fī al-Musāqah, no 3408.

²⁸ Abī 'Abd Allāh Muḥammad bin Yazīd al-Qazwīnī (t.t), *Sunan Ibn Mājah*, Kitāb al-Rahn, Bāb al-Mu'āmalah al-Nakhl wa al-Kurm, no. 2468.

²⁹ Abī Muḥammad 'Abd Allāh bin Aḥmad Ibn Qudāmah (t.t), *Op.Cit*, p. 582; Al-Sayyid al-Sābiq (1971), *Fiqh al-Sunnah*, Juz 3 (Beirut: Dār al-Fikr al-'Arabi), p. 163.

³⁰ Abī Dāwūd Sulaymān Ibn al-As'āth (1988), *Sunan*

This was done by the Prophet Muhammad so he died. Then, practiced by the friends so they died and were followed by the courtiers. Madinah residents also applied this, so the wives of the Prophet Muhammad also carried out the implementation.³¹ Based on the traditions of the Prophet Muhammad and also *al-ijmā'*, the group that allows the application of *muzāra'ah* states that *muzāra'ah* contract is a contract that can be applied at this time. Abū Yūsuf and Muḥammad Ibn al-Ḥāsan al-Shaybānī who is a *fuqahā'* from Ḥanafī states that *muzāra'ah* contract is permissible. Their view is based on the ḥadīth of the Prophet Muhammad who had made a contract with the residents of *Khaibar* with a share of the results of ½. They also think that *muzāra'ah* contract is a two-party distribution contract, that is a party provides capital, and one party again provides labor which is analogous to the principle of *muḍārabah*.³²

The application of *muzāra'ah* contract is permissible because it pays attention to human needs for it and the prohibition on freezing assets in Islam. In fact, this contract is suitable to be applied in agriculture because sometimes land owners cannot manage the land properly. This situation causes landowners to need farmers to manage their land.³³ Besides, al-Syarbīnī also have written about the ability of *muzāra'ah* contract. He stated that there may be people who own land but are unable to manage the land, even though there are also other people who are able to manage the land. Then there are two requirements, namely the need to manage the land for the land owners and also the work needs for those who want to manage

the land. This is permissible because if the land owner wants to hire someone else to manage the land, then he must pay wages to the farmer and there is also the possibility of the landowner not getting results due to farmers laziness.³⁴

Al-Jazīrī combine both opinions and choose one that is more useful and useful to society. He allows this system if there are values of justice, agreement, honesty and good intentions from both parties to help each other and there is no element of oppression and deprivation of rights. From this opinion it can be stated that there are two forms of *muzāra'ah*, which are permissible and which are not permissible, which depends on the condition of the community which can be assessed in terms of its benefits and goodness.³⁵

Pillars of *Muzāra'ah*

Jumhur *fuqahā'* the one that allows *muzāra'ah* to explain some of the pillars that must be fulfilled in *muzāra'ah* contract. These pillars must be fulfilled so that *muzāra'ah* contract becomes valid. The pillars are (1) land owners, namely people who have agricultural land to be cultivated by farmers, (2) Farmers, namely people who provide power to work on agricultural land, (3) Object of the contract, namely the benefits of land and the work of farmers and (4) *Ijāb* (expression of land handover from land owners) and *qabūl* (statement accepting land to be managed by farmers).³⁶ *Fuqahā'* of Ḥanafī stating the harmony of *muzāra'ah* contract this is only one that is *ṣiḡḡah* meaning *ijāb* (submission) and *qabūl* (acceptance). If the landowner makes an offer to the farmer, like saying, "I leave this land for *muzāra'ah* contract and the results will

Abū Dāwūd, Kitāb al-Buyū', Bāb fī al-Rukḥṣah fī al-muzāra'ah bi al-Thuluth wa al-Rubū', no 2462.

³¹ Muḥammad 'Abd al-Mun'im 'Affār (1985), *Al-Iqtisād al-Islāmī Dirāsah al-Taṭbiqīyah*, Juz 2 (T.T.T: Dār al-Bayān al-'Arabū), p. 70.

³² Muḥammad bin 'Alī bin Muḥammad al-Syawkānī (1978), *Nayl al-Awtār Syarḥ Muntaqa al-Akḥbār*, Juz 7 (Kāherah: Maktabah al-Kulliyāt al-Azhariyah), p. 15-16.

³³ Abū Yūsuf (1392 H), *Al-Kharāj* (Kāherah: Al-Ṭabā'ah al-Rābi'ah), p. 503

³⁴ Al-Syeikh Muḥammad al-Khaṭīb al-Syarbīnī (t.t), *Op.Cit*, 324; 'Abd al-Raḥmān bin Muḥammad Auḍ al-Jazīrī (1998), *Op.Cit*, p. 20.

³⁵ *Ibid*

³⁶ Muḥammad Amīn al-Syahīr Abī 'Usmān Ibn 'Azīz Ibn 'Ābidīn (1966), *Hāsyiah Radd al-Mukhtār 'Alā al-Dār al-Mukhtār Syarḥ Tanwīr al-Absār*, Juz 6 (Kāherah: Maktabah Muṣṭafā al-Bābī al-Ḥalabī), p. 274; Maṣṣūr bin Yūnus bin Idrīs al-Bahūtī (1982), *Kasysyāf al-Qina'*, Juz 3 (Beirūt: Dār al-Fikr), p. 528.

be shared between the two of us". The farmer accepts the offer by saying, "I accept or agree" or whatever words show to willingness".³⁷

Requirements of *Muzāra'ah*

There are several conditions that must be met to determine the validity of *muzāra'ah* contract. The conditions for *muzāra'ah* contract can be categorized in several parts, namely;³⁸

A. Understanding of Conditions of *Muzāra'ah*

For people who commit a contract it is required that both must be intelligent and illegitimate if they are crazy or children who are not intelligent. Another opinion from the scholar of Ḥanafī added that one or both of them were not apostates.³⁹ However, according to Abū Yūsuf and Muḥammad Ibn Ḥāsan al-Syaibānī did not approve these additional terms, because according to them *muzāra'ah* contract may be done between Muslims and non-Muslims including apostates.⁴⁰

According to Mālikī, *muzāra'ah* application is not permitted unless it has certain conditions, namely;⁴¹

- i. Both people who have the intention must give each other the object of the contract. Landowners hand over land and farmers try to manage. If there is no handover, then *muzāra'ah* application is prohibited.
- ii. Both parties who are willing to accept each other must receive the results obtained with a certain size. The results obtained must be in accordance with the farmers and in accordance with the agreed agreements.
- iii. Let there be similarities in receiving benefits from the distribution of these results; and

³⁷ Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Op.Cit*, p. 3808-3809.

³⁸ Syams al-Dīn al-Syeikh Muḥammad 'Arafah al-Dusūqī (t.t), *Op.Cit*, p. 373.

³⁹ *Ibid*

⁴⁰ Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Op.Cit*, p. 3810.

⁴¹ Syams al-Dīn al-Syeikh Muḥammad 'Arafah al-Dusūqī (t.t), *Op.Cit*, p. 374-376.

- iv. Seed must be planted on land that has been stated in the contract.

B. The Plant Conditions of *Muzāra'ah*

The types of plants that will be managed by farmers must be notified to the land owner. This step is carried out to ensure the types of plants that will be managed according to the type of land, and avoid the reduction of results. This requirement is excluded if the landowner allows farmers to plant any plants without conditions.⁴²

C. The Harvest Conditions of *Muzāra'ah*

All results obtained from the collaboration must be distributed based on the level determined and agreed upon in the contract by both parties so that no disputes arise. Determination is also not allowed to be based on a certain amount absolutely because the possibility of all results not exceeding the amount that has been set or more than the specified amount. Division of production must be made in the contract. If not stated in the contract, the contract is invalid.⁴³ According to the book of *Fath al-Barī*, the distribution of results is guided by the implementation of the Prophet Muhammad. The people of Madinah who carry out this contract have shared the results in the $\frac{1}{3}$ or $\frac{1}{4}$. Sa'ad bin Mālik and Ibn Mas'ūd have carried out *muzāra'ah* contract by $\frac{1}{3}$ or $\frac{1}{4}$.⁴⁴ Likewise, according to Abū Yūsuf stated that the distribution of crop yield is based on agreed levels such as $\frac{1}{2}$ or $\frac{1}{3}$. All of that is required because the results are not known to experience profits or losses as in *muḍārabah* contract.⁴⁵ Distribution of the harvest is done from the beginning of the contract so that it does not cause disputes later.

⁴² Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Op.Cit*, p. 3812.

⁴³ *Ibid*, p. 3813; Wahbah al-Zuhaylī (1989), *Op.Cit*, 617

⁴⁴ Aḥmad bin 'Alī bin Ḥajar al-Asqalānī (t.t), *Fath al-Barī*, Juz 5 (Meşir: Maṭba'ah Muştafā al-Bābī al-Ḥalabī wa awlāduhu), p. 11

⁴⁵ Abū Yūsuf (1392 H), *Op.Cit*, p. 22

D. The Land Conditions of *Muzāra'ah*

The land that is going to be *muzāra'ah* place agriculture should be in good condition. *Muzāra'ah* contract is not valid if the land is in a dry, barren condition and is not suitable for agricultural land. However, if when *muzāra'ah* contract is done, the land is not suitable for agricultural land because it is cut off from the water source, but in the future it is also suitable as agricultural land, so it is permitted.⁴⁶ The landowner must inform the land to be used as a farming place and the pengola must know the land to be used because of *muzāra'ah* illegitimate agreement with unknown land.

E. The Time Conditions of *Muzāra'ah*

The term of time *muzāra'ah* contract should be determined and in accordance with the type of plant and also based on local circumstances. Estimates of acquisition must not be too long so that for many years because of the possibility that one of the contracting parties will die.⁴⁷

F. The End Conditions of *Muzāra'ah*

This contract will expire if; (1) The agreed period expires. However, if the period has expired while the agricultural products are not yet harvestable, the contract is not canceled until harvest and the results are divided according to the collective agreement during the contract. Therefore, in waiting for harvest the farmers are entitled to receive wages in accordance with the minimum wage that applies as a local farmer. Furthermore, in waiting for the harvest period the costs of crops, such as fertilizer, voting and irrigation costs are the joint responsibility of the landowners and farmers in accordance with the percentage of each division, (2) According to the *fuqahā'* of Ḥanafī and Ḥabalī, if one of the dead dies, then *muzāra'ah* contract cannot be inherited.

⁴⁶ Wahbah al-Zuhaylī (1989), *Op.Cit*, 617-618; Abī Bakr bin Mas'ūd al-Kāsānī (1986), *Op.Cit*, p. 3810.

⁴⁷ Abī Muḥammad 'Abd Allāh bin Aḥmad Ibn Qudāmah (t.t), *Op.Cit*, p. 589-590.

But the scholars of Mālikī and Syāfi'ī think that *muzāra'ah* contract can be inherited. Therefore, the contract does not end with the death of one of the parties who act, (3) There is a party *Uzur*, both from the landowners and farmers which causes them to not be able to continue *muzāra'ah* contract. The *Uzur* is, among others, a) The land owner is bought by debt, so that the agricultural land must be sold. Because there are no other assets that repay the debt. This cancellation must be carried out through the intervention of a judge. However, if the plant has produced fruit but is not yet worthy of harvesting, then the land cannot be sold before harvest and b) the aging of the farmer, such as being sick or having to travel so that he is unable to carry out his work.⁴⁸

Research Methodology

The data collected in this results sharing implementation research system is in the form of words and explanations (not numbers), so the basis of this research is to use a qualitative case study method. This research method is used to understand events, events, actors in certain situations that are natural or natural.⁴⁹ Primary data collection in this study was carried out by observation and interviews with landowners and farmers in Cianjur, while secondary data was carried out using documentation and library methods. Then the data that has been collected will be analyzed by inductive, deductive and comparative methods. The location of the study was conducted in Cianjur on the grounds that most of the population entered into production sharing agreements (*muzāra'ah* contract). Research focuses on three problems, namely; the implementation of the sharing of *muzāra'ah* contract based on Law No. 2 of 1960 and Islamic law, and Its implications for the socio-economic of the society tin Cianjur. The informants in this study were divided into two key informants and

⁴⁸ Wahbah al-Zuhaylī (1989), *Op.Cit*, 626-630

⁴⁹ Sugiono (2008), *Metode Penelitian Pendidikan Pendekatan Kuantitatif, Kualitatif (Bandung Alfabeta)*, p. 17.

supporting informants. Key informants are land owners and farmers or who carry out *muzāra'ah* contract, while supporting informants are community leaders such as village heads, sub-district heads, village officials and surrounding communities who can provide information related to this research. The population in this study was 120 people, and the study sample was 12 people (10%) who were selected by purposive sampling method. The criteria for determining informants in this study are; (1) The landowners and farmers are in Cianjur, (2) those who pursue the cultivation of paddy, (3) Total land area is done less than 1 hectare.

The Implementation of *Muzāra'ah* Contract in Cianjur, West Java

1. The Existence of *Muzāra'ah* Contract

Muzāra'ah contract, known as maro in Cianjur, is a custom and habit that is carried out from generation to generation in the local environment. So that the custom will continue to develop and can become a legal rule that is not written, such as kaedah fiqhiyyah above. The existence of the maro customs is used as '*urf*' because its existence does not conflict with the provisions of sharia, does not have a negative impact even with the maro method it creates a similar good because of the principle of helping, does not apply to the whole Muslim because of its existence only in certain areas only, so that these customs can be used as '*urf*' which is one source of law. The existence of cooperation with the concept of maro (*muzāra'ah*) in cultivating agricultural land is a method implemented by the Cianjur people of West Java due to several factors, some communities have no land and they have expertise

2. Mechanism

The implementation of the profit sharing system for maro (*muzāra'ah*) in Cianjur is not clearly stated in the period of time, whether only one harvest season, two times or another. So the

practice can be said to be invalid according to the *fuqahā'* and can be said to be legitimate in the opinion of Ḥanafī.

3. Subjects dan Object

The subject of the agreement in the contract of *muzāra'ah* in Cianjur, West Java, namely the farmer and land owner. While agricultural land, rice and labor are the object of agreement in *muzāra'ah* contract.

4. Financing cooperation

The implementation of *muzāra'ah* contract that occurred in Cianjur, namely; (a) agricultural land, seeds and costs to be managed come from land owners, while management and voting come from farmers, and (b) agricultural land to be managed comes from land owners, while equipment, labor and costs and management are from farmers. Based on the reality that occurred in Cianjur, the implementation of the *muzāra'ah* carried out by the Cianjur people as seen from the capital (seeds) was partly in accordance with Islamic law, and all of that was done based on voluntary and no coercion.

5. The Implementation of profit and loss sharing

Based on several facts above, the distribution of rice farming with the concept of maro (*muzāra'ah*) in Cianjur can be explained as follows; if the contract is clear between the land owner and the farmer before the work is done, for example using $\frac{1}{2}$, then the entire morning harvest is divided into 2, which is $\frac{1}{2}$ for the land owner and $\frac{1}{2}$ for the farmer with origin, maintenance and production costs. For example in the cultivation of a land area of 1 ha, with the overall cost borne by the farmer and the yield of 6 tons of grain. Then the distribution of the results of each party gets 3 tons.⁵⁰ However,

⁵⁰ In the case of division with the determination at the beginning of this agreement carried out by farmers, among others by Majran Haris and Susilawati, while Ilman, Sahini, Hilmi and Munharis used an unspecified

if the division of agricultural produce is not determined at the beginning, then the one who determines the distribution of the results is the landowner by considering the humanitarian factors and the energy released by the farmers so that in this case the farmers tend to get the distribution of crops that are not too much and harmed, this is a habit of local people.

The reason stated is that the reduction in the cost of cultivating land against the results that have not been divided is the return on capital in the form of seeds and fertilization and drugs. Cultivation that has been done should be used again for further planting so that at the beginning of planting again it is not difficult to find costs, but it should be underlined that this kind of thing happens if the landowner and farmer do the maro agreement (*muzāra'ah*), meaning both sides the parties agreed to continue cooperation. The implementation of the concept (*muzāra'ah*) that occurred in Cianjur was seen from the perspective of Islamic economics. Where Islamic economics is part of a complete living system based on Islamic law sources, namely the *Qur'ān*, *Ḥadīth*, *Ijmā'* and *Qiyās*. So that in taking the law in the Islamic economy must be based on the four sources, so that the law is taken in accordance with the principles and philosophy contained in the Islamic economy.

All human activities must be based on Islamic economic principles and philosophy, namely:

a. The principles of *tauḥīd* and brotherhood

The implementation of *muzāra'ah* contract in Cianjur is carried out based on the principle of monotheism and brotherhood. This can be seen from the way they transact and trust each other in the contract. Besides that with the existence of this agreement, the brotherhood between landowners and farmers will be in harmony.

distribution sharing contract before sharing the results by considering the costs incurred by the landowner and a sense of family.

b. The principle of working and productivity

In the implementation of *muzāra'ah* contract in Cianjur indirectly contains the principle of work and productivity, because farmers are required working optimally to get the maximum results too, namely the results that are feasible and beneficial to both parties.

c. Fair distribution of wealth principles

The concept of *muzāra'ah* in Cianjur is a form of wealth distribution because landowners who give up land from people are well off, while the majority of farmers come from the middle to lower class who depend their lives on agriculture. Islam regulates all human activities, in the legal, social, political and economic fields. In the field of distribution of Islamic principles about justice plays a very important role. Islam guarantees a fair distribution of wealth between all humans. Justice in distribution demands economic resources and wealth must be distributed among members of the community

Based on the above analysis, it can be concluded that the concept of *muzāra'ah* in Cianjur is reviewed from the perspective of Islamic economics, starting with the basic principles and also the principles of existing Islamic economics. Then *muzāra'ah* concept is a good concept to be applied in the modern world today. But what must be a concern is *muzāra'ah* contract with all the consequences described in the book of fiqh is the application of ancient times. For example in terms of seeds, in the past seeds were seen as valuable in determining this kind of agricultural cooperation, and also in the past the cost of treatment from the beginning of planting so that the harvest was not too heavy. However, now, the problem of seeds becomes an ordinary one, even when compared to the cost of treatment from the beginning of planting so that the harvest is not much, therefore there must be improvements regarding the procedure in *muzāra'ah* contract.

Table 1:
The Implementation of *Muzāra'ah* Contract in Cianjur, West Java
According to Law No. 2 of 1960 and Islamic Law

| Terms of <i>Muzāra'ah</i> | Implementation | Law No. 2 of 1960 | Islamic Law |
|---------------------------|---|--|--|
| Subject Agreement | Land owners as individuals and farmers as individuals | Compliant: the owner of an individual / institution based on a land ownership right (Article 1 letter b) and individual farmer whose land area is not more than three hectares (Article 2 paragraph 1) | No Compliant etymologically, cooperation in agriculture according to Islamic law is the existence of cooperation in the field of agriculture between landowners and farmers |
| Object Agreement | Agricultural output and labor from farmers | Compliant: the land that is usually used for planting food that is planted does not always have to be the foodstuff from which the plant is short-lived (Explanation of Article 1 letter a) | No Compliant: the object of the agreement on agricultural production according to the <i>ulum jumhur</i> , namely the benefits and work of farmers in the collaboration so that the farmers get the rights from the results. |
| Form of Agreement | Not written (verbal), on the basis of trust, there are no witnesses. Not reported to the <i>lurah</i> and not authorized by the <i>Camat</i> (100%) 77.33% of the informants stated that it was enough by word of mouth, did not want to be bothered and feared that they did not believe it. 26.77% of the informants stated better with the written form | No Compliant: it should be written in front of the Village Head and witnessed by two sanctions on both sides. The Village / Village Head provides a certificate as proof of agreement to the land owner and farmer, then requires approval from the <i>Camat</i> (Article 3 paragraph and PMA No. 4 of 1964) | Compliant: the requirements for cooperation in agriculture according to the <i>jumhur ulama</i> there is no explanation stating that cooperation in agriculture must be done in writing. The existence of the terms of consent and <i>qabul</i> can be fulfilled with an agreement between the land owner and the farmer verbally based on mutual trust |

| Terms of <i>Muzara'ah</i> | Implementation | Law No. 2 of 1960 | Islamic Law |
|---|--|--|---|
| Duration of the Agreement & The End of <i>Muzāra'ah</i> | There is no time period / not clearly defined (100%) Based on the agreement; ▪ together (60%) ▪ land owner (6.67%) ▪ farmer (33.33%) | No Compliant: The period of agreement for agricultural production is at least three years for rice fields and five years for dry land. The year referred to in this article is not "calendar year", but "plant year" (Article 4 paragraph 1) | No Compliant; According to Jumhur, the scholarship period for the agreement on agricultural production must be explained in the contract since the beginning of the agreement |
| Provision of Production Equipment and Materials | Provided entirely by farmers (100%) | Compliant; The cost of seeds, fertilizer, livestock, cropping costs and harvest costs can come from landowners, farmers, and from both parties (Article 1). | Compliant; If the seeds come from farmers based on the opinion of Syāfi'ī |
| Land Tax Payment | Paid by the land owner (100%) | Compliant; Land tax is entirely charged to the actual landowners and is prohibited to be charged to farmers (Article 9, Article 1 letter d) | There is no discussion explicitly related to the payment of land tax on agricultural products |
| Special Conditions for Becoming a Farmer | There are no special conditions (100%) | Compliant; Payment of money or giving of any object to the landowner intended to obtain the right to cultivate land for the land owner with a production sharing agreement is prohibited (Article 8 paragraph 1) | There is no explicit explanation, if it is associated with bribery it is certainly not allowed in Islamic law |
| Farmers Cannot Continue to Work | Followed by farmer relatives / relatives with the owner of the land (100%) | Compliant; The production sharing agreement is not interrupted because the farmer dies, therefore the production sharing agreement is continued by his heirs with the same rights and obligations (Article 5) | Compliant; If the farmer is sick and unable to continue with the claim, ask the landowner for permission to be continued by the farmer's brother, then the owner permits, then it is deemed not against Islamic law |

| Terms of <i>Muzāra'ah</i> | Implementation | Law No. 2 of 1960 | Islamic Law |
|-------------------------------------|---|---|--|
| Time for Determining Profit Sharing | Determined from the start before starting planting (100%) | Compliant Production sharing agreements must be made in writing, the rights and obligations of each party clearly (Article 3 paragraphs 1 and 2) | Compliant; The legal terms of <i>muzāra'ah</i> contract are profit sharing must be stated clearly at the beginning of the contract |
| Form of Profit Sharing | Grain (46.67%), rice (33.33%), money (13.33%); flexible (6.67%) The majority (81%) use the "maro" hereditary system (50:50), all production costs are borne by the farmer, the yield directly divided by another | There is no specific mention of the results that are shared with landowners and farmers in any form. Not yet fully compliant; General guidelines for the balance between landowners and 1: 1 farmers for rice grown in rice fields (Article 7 paragraph 1), with the results of agricultural business organized by farmers after deducting costs for seeds, fertilizers, livestock and costs for planting and harvesting (Article 1 letter d) | Compliant; If the farmer is sick and unable to continue with the claim, asking the land owner for permission to be continued by the farmer's brother, then the landowner permits, then it is deemed not contrary to Islamic law; |
| | 19.9% is 50:50 with the costs reduced in advance from the results, then divided by two. | | Compliant; The legal conditions for <i>muzāra'ah</i> contract about profit sharing must be clearly stated at the beginning when the contract. There is no specific form of profit sharing which is shared with landowners and farmers in any form. |
| | | | Compliant; In Islamic law, it is stated at the beginning of the contract that it remains valid, the important thing is not determined by a certain amount in units of weight / amount such as one ton / two sacks and so on. |

| Terms of Muzara'ah | Implementation | Law No. 2 of 1960 | Islamic Law |
|--------------------------|---|---|---|
| Amount Of Profit Sharing | Landowner informants 88.9%, stated that the profit sharing that was set was fair enough and 11.1% stated that it was unfair with the determined profit sharing. Farmer information 66.67% stated that the profit sharing was less fair and 33.33% stated that the profit sharing was fair. Supporting information 66.67% stated that the profit sharing applied was fair enough and 33.33% said it was unfair with the profit sharing that was applied. | That said it was unfair because it should have been profit sharing in maro (50:50) but before being distributed, it must be reduced by the costs incurred during the process production While according to the farmer the majority feel unfair but still implement it because the system is already common in the community | |
| Harvested | The majority are not directly set | Not Fully Compliant; That zakat is | Not Fully Compliant; Based on |
| Zakat | aside for zakat (93.33%) Only 6.67% directly issue zakat from harvest | set aside from the gross proceeds that reach the ratio, for the Nisab rice is 14 quintals (Article 7 paragraph 2) | the average rice field production in Cianjur, it can be calculated the average area of rice fields whose production can reach Nisab in Islamic law is 1,481 kg / 0.68 kg-2,178 m2 |
| Risk of Harvest Failure | The majority is borne by farmers (95.24%) Only 4.76% is borne entirely by landowners | Not Fully Compliant; If during the production sharing agreement occurs a natural disaster or pest disturbance that results in damage to the land or plant, then according to the nature of the agreement for profit sharing, loss or risk is borne by both parties (Article 10) | Eighth among the nine landowners and all farmers have reached Nisab. All informant lands are irrigated so that if they reach the zakat rate, the amount is 5% Not Fully Compliant; The rules of the profit sharing system that are related to the agreement will also bear if there is a risk. |

Source: Primary Data

The implementation of the agreement for the results of *muzāra'ah* agreement in Cianjur is not fully in accordance with Law No. 2 of 1960 concerning agreements for the sharing of agricultural land and Islamic law in agricultural cooperation. Obstacles in implementing regulation No. 2 of 1960 and Islamic law in agricultural cooperation are as follows: There is no socialization from any party related to Law No. 2 of 1960 concerning agreements for the production of agricultural land and Islamic law in agricultural cooperation. There are habits that have been going on for generations. Landowners and farmers do not want to use troublesome methods, for example by writing, but if it is written it is feared to cause mutual distrust and mutual suspicion between landowners and farmers. From the point of view of the landowner, the majority have felt good and fair with the usual profit sharing system. Whereas from the point of view of the farmers the majority feel unfair, but still implement it because the system is already common in the community.

The Implication of *Muzāra'ah* Contract on Community Social Life in Cianjur West Java

Rural communities who generally only depend on their livelihood from agricultural products, where their level of welfare varies. Some of them have their own land to cultivate which varies in size. But there are also those who do not have their own land to cultivate so that in order to meet their needs, they collaborate with those who own land in return for profit sharing. Or even those who have their own land but because the results are not sufficient, they also work on other people's land in return for profit sharing. There are landowners who have very small land but cannot work on it for a reason so that the cultivation is represented to others by obtaining a portion of the results. Conditions like this are generally seen in our rural communities today.

Therefore, the processing system of agricultural land with *muzāra'ah* share of benefits is growing in rural communities in general. Because basically humans are not the same, each person's personality and abilities are different and have various desires (al-Nahl, 16:71). Therefore, it is necessary to develop an advanced and prosperous society so that mutual trust and cooperation can grow in the community. In society, everyone has dependency with others to fulfill their needs. Often someone has the will to process it. The same can be said about the transfer of wealth, for example someone who has enough time to trade (another business) or does not have the ability and strength to shoulder the burden of trading difficulties (or other business), or be bound by a higher job and unable to cultivate the land own. Therefore it is necessary to help each other so that by giving the wealth that is owned (capital or land) to others can share profits with them. (al-Nahl, 16: 276).

This system becomes important when there are people who have expertise but do not have land and while others have land without capital and labor. Based on these conditions by mutual assistance and cooperation, the profit sharing system is an effective way to produce more land that is processed to benefit both parties. For those who do not have land but have the ability, this system will open job opportunities which can then increase income that has an impact on the welfare of both parties. In addition, there will also be a stronger sense of brotherhood because each party feels that they need each other. A landowner may not have time to cultivate the land because it is occupied by other things, while on the other hand, a farmer needs land that can be cultivated and he does not have the land.

muzāra'ah system of is actually already known and practiced by the people of Indonesia, which may be in various terms. The application of this system in general can be seen in rural

communities whose lives rely on agriculture. Because this system will help cooperation between landowners and farmers based on a sense of brotherhood between the two parties. It is no exaggeration that the authors argue that this system can continue to be applied by not ruling out the values of justice and humanitarian norms.

The Implication of *Muzāra'ah* Contract on Community Economic Life in Cianjur West Java

Farmers in Cianjur, West Java, are only able to meet the needs of *darūriyyah*, namely the standard for fulfilling basic needs, some consumption and some of which focus more on the education of their children. The level of fulfillment in religious guarding standards (*ḥifẓ al-dīn*) is that it can fulfill zakat as a religious obligation, safeguarding the soul (*ḥifẓ al-nafs*) that is fulfilling the need to eat drinking as a provision in performing worship, and keeping offspring (*ḥifẓ al-nasab* dan *ḥifẓ al-aql*) is the fulfillment of the education of their offspring. While landowners are able to meet the needs of *darūriyyah*, they are able to give charity and pay tithe to others who need help, and can allocate the profit sharing to increase the cost of going for Hajj (*ḥifẓ al-dīn*), in terms of soul and mind maintenance (*ḥifẓ al-aql*) the land owner allocates the results of the cooperation in cultivating the rice fields as a stock or stock of rice for a certain period of time (*ḥifẓ al-nafs*), then the landowner plans to use the agricultural products as a form in terms of preserving property (*ḥifẓ al-māl*), while in terms of keeping offspring (*ḥifẓ al-nasab*) the landowners prioritize the business that is managed with capital obtained from the sale of the harvest.

Conclusion

Based on the results of research that has been done, it can be seen that (1) the implementation of the agreement for the results of *muzāra'ah* contract in Cianjur is not fully in accordance with Law No. 2 of 1960 concerning agreements for the sharing of agricultural land and Islamic law in agricultural cooperation. Obstacles in implementing regulation No. 2 of 1960 and Islamic law in agricultural cooperation are no socialization from any party related to Law No. 2 of 1960 concerning agreements for the production of agricultural land and Islamic law in agricultural cooperation. There are habits that have been going on for generations. (2) The implication of *muzāra'ah* agreement on the economic life of farmers is the fulfillment of *darūriyyah's* needs, namely consumption and their education, while landowners can fulfill the fulfillment of *darūriyyah*, can allocate a portion of funds to go on pilgrimage, charity and charity to others in need. And (3) the implications of *muzāra'ah* contract on Social life is the concern between landowners and farmers that is realized by helping each other when in trouble. However, attention from the government is still needed to ensure good relations between the two parties that are cooperating.

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