

Realizing Justice in Agricultural Practices in Islamic Law: A Study of Hybrid Contract in Gulo Onou Production

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Abstract: This study analyzes the practice of contracts and the distribution of income in the production of Gulo Onou in Nagari Batu Bulek from the perspective of *fiqh muamalah*. The study aims to answer the research questions regarding the practices of contracts and income distribution in the production of Gulo Onou in Nagari Batu Bulek and how *fiqh muamalah* analyzes these practices. Through field research with interviews, it was found that the cooperation between the owner of the Onou tree and the caretaker of the Onou tree met the conditions of the *Musaqah* contract. This includes the involvement of two parties—the owner of the Onou tree and the caretaker—an oral agreement, and the object of the contract, which is the Onou tree. The *musaqah* practice in question is a contract in which the landowner hands over the land to be managed by the caretaker. The income from the production of Gulo Onou is shared according to the mutually agreed terms, which are 40% for the landowner and 60% for the caretaker. A problem arises during the fourth harvest when the landowner requests an equal division, but the caretaker disagrees, feeling that the new arrangement is unfair. Based on the *fiqh muamalah* analysis, the caretaker is entitled to a larger share of the income because they contribute more in terms of labor, which justifies a higher reward. Therefore, the implementation of income distribution in the cooperation between the landowner and the caretaker in the production of Gulo Onou is in accordance with *fiqh muamalah* and permissible in Islam, as it fulfills the principles of justice in the contract and profit-sharing.

Keywords: Agricultural, *Musaqah*, Justice, Islamic Law

Introduction

It is not uncommon for the head of a household to resort to dishonest and unethical methods to provide for their family in an effort to maintain social stability within the community. The concept of profit sharing, as articulated in religious teachings, serves as a guide for individuals to build a more honorable and well-planned life, regardless of their circumstances. Profit-sharing agreements are understood not only as rules governing the distribution of percentages between landowners and managers in a business venture, based on the agreement made at the time of the contract. They are also expected to encourage cooperation that brings mutual benefits and advantages to both parties.

This situation also occurs in the cooperative agreement for the production of Gulo Onou in Jorong Kawai, Nagari Batu Bulek. In this partnership, the landowner hands over a 2-year-old aren plantation to the caretaker for management. However, an issue arises when the initial agreement differs from the actual practice, as the costs for maintenance and management, such as fertilizers and pesticides, which were supposed to be provided by the landowner, are not given to the caretaker. Research on multi-contract

agreements has been explored from various perspectives, such as the analysis of multi-contract schemes in syndicated financing products (D. Setiawan et al., 2024), studies on musyarakah mutanaqisah contracts (A.S., 2019), applications in Islamic banking (Astrina, 2022), gold pawn products (Sahabuddin, 2024), and hajj savings (Almurni et al., 2022). Additionally, this topic has been examined from philosophical aspects (I. Setiawan, 2023) and critiques of hadith interpretations (Adam et al., 2020). However, no specific studies have been found that focus on the cooperative practices in the production of Gulo Onau.

This study is crucial to uncover the principles of justice within multi-contract transactions in the management of batang onau (sugar palm trees) in Nagari Batu Bulek between landowners and caretakers. The two contracts in question are the Musyarakah and Musaqah contracts. The justice value under review stems from the differences in profit-sharing arrangements that occurred between the initial agreement and six years after the harvest began. Initially, the profit-sharing ratio was 40% for the landowner – who bore the capital and losses – and 60% for the farmer managing the land. However, during the harvest yield distribution, the landowner requested an equal split of 50%-50%, which the farmer opposed, feeling significantly disadvantaged. For this reason, further investigation into this issue is essential to assess and ensure fairness in such agreements.

Literature Review

Hybrid Contract

Hybrid Contracts or commonly referred to as Multi Contracts, are a combination of several contracts within a single transaction (*mujtami'*) or a single type of reciprocal contract (*mutaqabil*). Essentially, a Hybrid Contract is a form of *ijtihad* (independent reasoning) developed to support the products of Islamic banks and other Islamic financial institutions, enabling them to conduct transactions effectively.

Multi means many or more than one. Therefore, multi akad refers to more than one contract, combined contracts, or contracts consisting of multiple agreements. In the context of Islamic jurisprudence (*fiqh*), multi akad is a translation of the Arabic term *al-'uqûd al-murakkabah*, which means dual or composite contracts. The term *al-'uqûd al-murakkabah* is derived from two words: *al-'uqûd* (the plural form of *'aqd*) and *al-murakkabah*. The word *'aqd* means an agreement or contract, while *al-murakkabah* (from *murakkab*) literally translates to *al-jam'u*, meaning to gather or combine. The word *murakkab* originates from the root *rakkaba-yurakkibu-tarkib*, which conveys the idea of assembling or placing something on top of another, forming a layered or composite structure (Ono, 2023).

Musyarakah

Musyarakah or Syirkah refers to a partnership between two or more individuals engaged in a business venture where profits and losses are shared collectively. In everyday life, musyarakah is commonly observed in various business practices. Syirkah embodies the principles of collaboration and profit-sharing, distinguishing itself from the capitalist economic system, not only through the absence of interest but also in the structure of its transactions, operations, profit allocation, and liability for losses (Rizal et al., 2023). For syirkah to effectively strengthen, develop, and empower the Muslim economy, it must adhere to key principles: the business must be lawful (*halal*) and avoid immorality; it should be profitable, transparent, and trustworthy (*amanah*); it should have the potential for optimal growth; and it must contribute to the sharing of profits while supporting *zakat*, *infaq*, *shadaqah*, and *waqf* (ZISWAF) funds (Fauziyah & Wafa, 2024).

Musaqah

In simple terms, Musaqah is a cooperative arrangement where one cares for plants in exchange for a share of the yield produced by those plants (Bangash, 2020). Amir Syarifuddin defines plants in the context of *muamalah* as perennial or annual plants that bear fruit before the fruit is fully ripened (Kamarubahrin et al., 2019). In this context, care refers to various maintenance

activities, such as weeding, irrigating (which is the core aspect of Musaqah), and similar tasks (Suhendi, 2019). Etymologically, al-Musaqah refers to a transaction involving irrigation, and in Madinah, it is known as al-mu'āmalah. From the perspective of Islamic jurisprudence (fiqh), al-Musaqah is defined as "the transfer of a plot of orchard land to a farmer for management and maintenance, under the condition that the farmer receives a share of the orchard's yield.

This ensures that the orchard is well-maintained to produce the best possible results. The landowner and the farmer enter into a cooperative agreement known as the Musaqah contract. By mutual agreement, the owner and the worker jointly own everything produced by the second party, typically in the form of fruits". Thus, the Musaqah contract represents a form of collaboration between orchard owners and tenant farmers, aiming to ensure proper care and maintenance of the orchard for optimal yields. The majority of Islamic scholars (jumhur ulama), including Abu Yusuf and Muhammad ibn al-Hasan al-Shaybani – two prominent Hanafi jurists – agree that the Musaqah contract is permissible. This ruling is based on a hadith narrated by 'Abdullah ibn 'Umar (Nita, 2020).

Method

The type of research used by the author is field research with a qualitative approach, which means the research describes phenomena that have occurred in the field in accordance with the existing reality. This study was conducted in Nagari Batu Bulek, with the description and information obtained from the objects being studied. In this research, data were collected using interview techniques. The data sources in this study include both primary and secondary data sources. The primary data sources or informants come from interviews, specifically people located at the research site or the subjects of the research. The data in this study include: the actors referred to by the author are the landowners and the caretakers of the aren trees who entered into a cooperation agreement or contract. The general public, as referred to by the author, means people other than the actors or those who are familiar with the issues the author intends to investigate. The source of the gulo onou farmers from the research object was obtained through interviews with the farmers who answered both written and oral questions posed by the researcher.

Results and Discussion

The Production of Gulo Onou

The process of collecting sap begins with tapping or striking the flower bunch stalk (called *manguagh*) from the base of the tree towards the flower bunch. This process is done over the course of a month or until the flowers fall off, starting with a frequency of twice a week during the first week, and then continuing once a week until the flower bunches drop. The purpose of tapping is to soften the pores or sap channels, allowing for a smoother and more abundant flow of sap. Each tap is followed by swinging the flower bunch to evenly distribute the tapping results and loosen the sap channels. The tapping process lasts for about 30 minutes. Once the flower bunches start to fall, the bunch is ready to be cut. The stalks (called *langan*) of the bunches that have been cut are then covered with palm fiber and tied, and left for one day to secure the stalks and ensure a smooth flow of sap. Leaving it for one day aims to expel sap from the stalks, as the previous tapping might not yield sap that is ideal for making sugar. After resting, the sap is ready to be collected in a 5-liter jerrycan. Sap collection occurs twice a day, at 6 AM and at 4 PM. The sap collected in the afternoon is immediately poured into a pan and heated over a small flame or embers to prevent the sap from turning sour or becoming vinegar. Before collecting the sap, the jerrycan is mixed with jackfruit sawdust and lime, approximately one capful of the 5-liter jerrycan (15 ml), to prevent the sap from turning sour or acidic during storage. After collecting the sap, the stalks (called *langan*) are sliced about 0.5 cm thick and then placed back into the next sap collection.

The challenges in the process of collecting aren sap, aside from disturbances from animals, also include weather and climate conditions that can affect the quality and quantity of sap. During

rain, the sap collection process becomes difficult because the aren trees become wet and slippery, which causes delays and results in the sap turning sour. The productivity of making palm sugar varies depending on the total cooking time. The highest productivity is 6.07 kg/hour with 40.04 liters of sap cooked for 5.34 hours. This was achieved due to continuous attention to the fire. On the other hand, the lowest productivity is 0.465 kg/hour with 10.55 liters of sap cooked for 3.78 hours, yielding 1.758 kg of sugar. In this case, the fire was not well-maintained, and the firewood used came from various types of trees, causing the fire to frequently go out. The productivity of palm sugar processing is also influenced by the quantity and quality of the sap being cooked, as well as the skills of the producer. The most significant variable affecting the productivity of palm sugar makers is their experience and skill.

Hybrid Contract in Gulo Onou Production

Based on the research findings, the agreement between the landowner and the tenant regarding the management of the land containing 2-year-old onou stems from an initial agreement where the landowner was responsible for all the costs of cultivation (fertilizers, pesticides, maintenance, and management), while the tenant was only responsible for the care until harvest, with the proceeds to be divided fairly. However, in practice, the tenant had to bear additional costs for sigey care and labor payments, which should have been the responsibility of the landowner. This discrepancy indicates issues with fulfilling the initial agreement, resulting in additional costs for the tenant and possible negative impacts on the care and yield of the plants. The tenant and the landowner made a new agreement regarding the profit-sharing arrangement, with 40% going to the landowner and 60% to the tenant. This new agreement was made because the tenant now bore the costs that had previously been the responsibility of the landowner. Additionally, the tenant would also bear any potential losses.

The cooperation between the landowner and the tenant went according to the initial agreement that had been mutually accepted by both parties (Liu et al., 2020). However, when it was time for the fourth harvest, a disagreement arose regarding the division of profits. The landowner requested that the profits be divided equally, but the tenant rejected this proposal. The tenant felt disadvantaged because they had borne all the costs of land care without receiving any wages for the past four years. These maintenance costs included expenditures for routine upkeep, such as purchasing firewood needed for the production of gulo onou, which is an essential part of land management. During these four years, the tenant had not received any financial compensation for the efforts and hard work put in, while also bearing the risks of potential losses from the land's yield. The tenant's disagreement with the equal profit-sharing at the fourth harvest stems from a sense of injustice, considering the contributions made and the costs incurred during this period. This shows that, although the initial agreement was followed during the first three harvests, a sudden change in the profit-sharing arrangement without taking into account the contributions and expenses incurred can create tension and a sense of unfairness on the part of the tenant. To resolve this situation, it is important for both parties to reevaluate the initial agreement, consider each party's contributions fairly, and find a mutually satisfying solution for everyone involved.

According to the landowner, "The division of gulo onou is usually done every week. The amount obtained varies, for example, the landowner receives about 4 kilograms, sometimes only 2 kilograms. The landowner waits for the results provided by the tenant." The management of the gulo onou produced during the 7-day period is based on the agreed profit-sharing arrangement. At the start of the agreement, the tenant did not set a specific time for sharing the results with the landowner. As a result, the landowner may receive their share of the results during a period of low income. During the profit-sharing process, the tenant gives the portion to the landowner without specifying the day or amount exactly. The division of profits is estimated and regulated by the tenant, while the landowner only receives the given amount. According to the landowner, the

agreement was made with mutual consent and understanding, and carried out willingly without any coercion from either party.

The entire process of care and processing into gulo onou is carried out by the tenant. The tenant climbs the onou tree twice a day, in the morning and afternoon. The collection of nira (palm sap) from the onou tree is done through the biluluak fruit, which is still purple and usually located in the middle of the trunk. Before the nira can be harvested, the surrounding trunk of the purple fruit is first struck, with a total of eight strikes carried out every two weeks, from the first strike to the eighth. This process takes approximately three months until the onou flower turns brown and blooms, marking the beginning of the management process. Afterward, the flower stalk is cut with a special technique to ensure the cluster does not split, preventing the sap from leaking. To ensure the smooth flow of nira, the stalk is cut daily, one time per day. A prepared nira tube is then hung at the point where the nira flows out, acting as a collector. Every afternoon, the tenant climbs the onou tree to replace the old nira tube with a new one and leaves it overnight. In the morning, the full tube is taken down, and an empty tube is hung up to collect more nira in the evening. The amount of nira produced by each tree varies depending on the weather. Rainy weather usually results in more nira, while dry weather reduces the output. The nira will flow daily for about 4 to 5 months. One onou tree can release nira more than 15 times. After each harvest, the tree requires a period of three months to produce nira again after the first extraction.

Every week, the profit-sharing is given to the landowner. The profit-sharing is given according to the agreed-upon schedule, once a week. The amount of gulo onou received by the landowner depends on how much is produced. If there is a large yield, the tenant will give four kilograms of gulo onou or more to the landowner. If the yield is small, the tenant will only give two kilograms. The amount of nira collected depends on the weather. In cold weather, the tenant can produce 2 jerry cans of nira, which is about 75 liters, and this is usually processed into 10 kilograms of gulo onou. This means that in one week, the tenant, Mr. Ravitoni, can produce 60 kilograms or more of gulo onou. Therefore, the profit-sharing given to the landowner is not fixed on a specific day. According to the landowner, Mrs. Ize, the profit-sharing is given once a week, but the exact day is not predetermined, and it is delivered directly to the landowner's home.

The practice of the contract and profit-sharing in the production of gulo onou has become a tradition in the village. However, the landowner does not have a deep understanding of how the contract and profit-sharing should be conducted according to the principles of *fiqh muamalah*. While the landowner follows the existing practice, they are not fully aware of the details of how the *fiqh muamalah* rules govern the distribution of profits and the contract in the context of gulo onou management. Therefore, the landowner feels the need to better understand how to correctly carry out the contract and profit-sharing in accordance with the proper *fiqh muamalah* principles. In the practice of gulo onou management, both parties have implemented the contract and profit-sharing according to the agreed terms. The onou tree, which has reached 6 years of age, is now ready to be harvested, and the agreement between the parties is that the profits will be split with 40% for the landowner and 60% for the tenant. This is because the landowner bears the initial investment for providing the land and initial care, while the tenant only handles the operations and maintenance. If losses occur, the tenant bears the risk. However, both parties do not fully understand how the contract and profit-sharing practices align with the principles of *fiqh muamalah*. The agreed-upon profit-sharing for the gulo onou is influenced by the principles of *fiqh muamalah*, which provide important guidance to ensure fairness in the distribution of profits between the landowner and the tenant. In *fiqh muamalah*, justice and fair agreements are key principles (Batubara et al., 2024). If the tenant feels disadvantaged and has not been compensated for four years of work, it indicates an imbalance in the agreement.

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Fiqh muamalah teaches that all parties in an agreement must receive their rights fairly, in accordance with their contributions and the risks they bear (Ishak & Asni, 2020). In this case, if the tenant bears the costs of care and maintenance without proper compensation, the existing agreement may not meet the principles of justice outlined in fiqh muamalah. Without education or knowledge about the correct practices of fiqh muamalah, decisions about profit-sharing must be reconsidered, taking into account each party's contributions and seeking a fair solution. For example, this could involve reassessing the percentage of profit-sharing or providing appropriate compensation to the tenant, ensuring that the principles of justice in fiqh muamalah are effectively applied.

The implementation of the akad practice in the field, when viewed from several aspects, meets several important criteria in fiqh muamalah. *First*, regarding the pillars of the akad, the cooperation in profit-sharing from the collection of gulo onou water meets the conditions of Musaqah. This is evidenced by the presence of two parties involved in the akad, namely the tree owner and the gulo onou farmer, who have mutually agreed on this cooperation through clear statements, which can be adjusted to local customs and traditions. *Second*, regarding the duration of the akad, the Hanafiyah, Malikiyah, and Hanabilah schools of thought permit the setting of a time limit in the musaqah akad, and in this case, the cooperation can be canceled at any time if there is a disagreement between the parties involved. *Third*, regarding the conditions of musaqah, this akad meets the condition of the competency of both parties involved, as well as the object of the akad, which is the onou tree that produces water (*aia niro*), which is processed into gulo onou. The tree owner has fully handed over the management of the tree to the farmer, who carries out the entire production process, while the owner only receives a portion of the profits according to the agreement. *Fourth*, regarding profit-sharing, fiqh muamalah rules stipulate that profit-sharing must follow the initial agreement, and no additional profits that contradict the principles of musaqah are allowed. In this case, the profit-sharing has been agreed upon according to the contributions of each party. *Fifth*, the principles of fiqh muamalah, such as halal, fair, transparent, and permissible, are also considered. This cooperation is deemed halal from both the object and implementation aspects, does not involve elements of usury or gambling, and has been agreed upon voluntarily by both parties. However, although this cooperation is fair and balanced in profit-sharing, the principle of transparency has not been fully applied, as the amount of water nira obtained by the farmer is not clearly disclosed to the tree owner. Overall, this akad is valid and meets the conditions of fiqh muamalah, although there are some aspects that need improvement to ensure that the principles of transparency and fairness are better applied.

Conclusion

This study concludes that, based on the analysis of fiqh muamalah regarding the practice of akad and profit-sharing from the gulo onou production in Nagari Batu Bulek, the akad practiced with the object of the onou tree for producing gulo onou approaches the Musaqah akad (agricultural cooperation) in the form of tree maintenance, where the water is extracted from the onou tree to make gulo onou. The practice of akad and profit-sharing from the gulo onou income meets the pillars and conditions of Musaqah, namely the involvement of two parties: the owner of the onou tree and the farmer who works on the tree, the agreement made verbally, and the object of the akad, which is the onou tree. Based on interviews conducted by the researcher with all informants, it can be concluded that the practice of akad and profit-sharing from the gulo onou production between the onou tree owner and the farmer is in accordance with fiqh muamalah, as it adheres to the prescribed pillars and conditions.

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