

Local Traditions in the Lens of Sharia: A Study of Manjua Julo-Julo

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Abstract: This study explores the practice of manjua julo-julo and provides an Islamic legal analysis of its implementation in Nagari Sungai Jambu, Pariangan District, Tanah Datar Regency. Employing a qualitative descriptive approach within field research, the primary data sources include four individuals directly involved in manjua julo-julo, while secondary data comes from three community leaders. The findings reveal that the manjua julo-julo practice within the community is categorized into two forms: first, julo-julo (labor exchanged for labor), and second, manjua julo-julo (labor exchanged for labor with the involvement of a third party). Prior to initiating agricultural cooperation, a mutual promise (wa'ad) is made among the farmer members involved in julo-julo and manjua julo-julo. These agreements utilize ijarah and shirkah contracts, specifically classified under syirkah abdan and ijarah. The practice of manjua julo-julo aligns with the principles of cooperation (syirkah) as it falls under shirkah abdan and meets the criteria for joint efforts, involving collaboration between rice field owners and workers. Furthermore, the implementation adheres to sharia principles, ensuring compliance with Islamic legal guidelines.

Keywords: Wa'ad, Ijarah, Syirkah Abdan, Julo-Julo, Manjua Julo-Julo

Introduction

Muamalah refers to the legal provisions in Islam that govern the rights and obligations of humans in their social interactions (Angraeni & Primadhany, 2022). One example of muamalah is a work agreement or collaboration between individuals as providers of labor or services and others as employers (Kunarti et al., 2024). A common form of muamalah is cooperation between people, specifically in the forms of syirkah and ijarah. Syirkah is defined as a contract of cooperation between two or more parties for a specific business venture (Arfa et al., 2024). Meanwhile, renting or leasing in Islam is referred to as ijarah. According to Islamic law, ijarah is a type of contract used to obtain benefits in exchange for compensation (Husni, 2023). Fundamentally, the practice of leasing is prescribed in Islamic teachings, as stated in Surah Al-Qasas [28:26].

In ijarah, there are pillars and conditions (Fathoni et al., 2024). The pillars of a wage transaction include the presence of mu'jir (employer) and mus'tajir (employee), the contract or shighat (offer and acceptance), ujah (wage), and ma'qud alaihi (the object of the agreement) (Putri Maisarah et al., 2024). The conditions of ijarah include mutual consent from the parties involved, the clear utility of the object of the ijarah, and the clarity of the work involved, including details about its purpose, duration, and type of work specified during the contract. The synergy between the contracts of syirkah and ijarah is facilitated by the concept of wa'ad (promise) (Nurhisam et al., 2024). Wa'ad differs from a contract in that it only requires an offer (ijab) without the need for acceptance (qabul), signifying agreement. This background motivated the author to research the practice of manjua julo-julo in Nagari Sungai Jambu. This system involves selling labor under a wage-based scheme for paddy field work. However, an imbalance occurs in the agreement between the rice field owners and workers regarding labor compensation. Initially, the agreement involves

a rotational labor system where wages for work are exchanged for labor in return. However, in practice, the agreed labor rotation is sold or commercialized to third parties.

Literature Review

1. Syirkah

Syirkah (partnership) refers to a business collaboration between two or more people, where they contribute capital, skills, or trust, and share the profits based on an agreed ratio (Mulyaningsih & Ramadani, 2017). In Islamic jurisprudence, syirkah is permissible and was practiced during the time of Prophet Muhammad, as evidenced by the Quranic verse in Surah Shaad (Lita et al., 2023). Syirkah involves two main pillars: *ijab* and *qabul* (offer and acceptance), which establish the partnership. The partners must be competent, of legal age, free, and willing participants. The object of the contract must be clear, involving both capital and labor, and the assets contributed by each partner are combined into the partnership's resources. Syirkah can take various forms, such as *mudharabah*, *musyarakah*, and *ijarah* (Alidinar et al., 2022). Additionally, *syirkah abdan*, which refers to a partnership where individuals contribute their labor or skills, is commonly seen in agricultural cooperatives like the practice of *manjua julo-julo*, where landowners and workers collaborate to share profits (Hamid, 2020). The key components of *syirkah abdan* include an agreement (*ijab-qabul*), competent partners, and clear objects of the contract, such as the labor and capital involved. The partnership must adhere to the principles of *tasharruf* (management of assets) and be transferable (*wakalah*) so that profits are shared equally among the partners (Ramli et al., 2022).

2. Ijarah

Ijarah, in linguistic terms, is defined as the right to derive benefits (Hassan et al., 2023). These benefits can come from the services or labor of others or from tangible assets. The compensation for these services or goods is usually paid through an agreed fee. According to the Encyclopedia of Islamic Muamalat Jurisprudence, *ijarah* refers to a transaction concerning a permissible benefit, whether it involves a particular item or one whose characteristics are defined, for a specific period, or a transaction based on a known service with an agreed fee. According to the Compilation of Sharia Economic Law (KHES) Book II, Chapter I, Article 20, paragraph (9), *ijarah* refers to the rental of goods for a certain period with payment. The essential components of an *ijarah* contract, as identified by the majority of scholars, include: the parties involved (*mu'ajjir* and *musta'jir*), the offer and acceptance (*ijab* and *qabul*), and the agreed fee (*ujrah*) for the services rendered. The fee must be clearly defined, as the contract is invalid without a predetermined amount. For instance, government employees like judges cannot take a fee from their services if they are already receiving a salary from the government. Furthermore, the fee for rental must be given at the time of receiving the rented item, and the work to be done should be explicitly stated in the contract. According to the Hanafi scholars, the key components of the *ijarah* contract are two: the offer and the acceptance. Meanwhile, the Maliki scholars add that the contract includes three components: the contracting parties, the object, and the offer and acceptance. Shafi'i and Hanbali scholars agree on the three main elements: the contracting parties, the object (including the fee and the benefit), and the offer and acceptance. For the *ijarah* contract to be valid, several conditions must be met. Both parties must be of sound mind and legally responsible for their actions. The contract should be made voluntarily, without any form of coercion. The object of the contract must be a tangible item, and the agreement should specify the duration, price, and item involved. Finally, the item rented should be in its actual form (Mohd Noh et al., 2024), free from excess that could lead to uncertainty or deception (*gharar*).

Method

This study is a field research, which aims to collect data from the field or location using a qualitative approach. The primary data sources in this study are four (4) farmers who are involved in the *manjua julo-julo* practice. The secondary data sources include three (3) community leaders. The data analysis process involves several steps: data collection, data reduction, data presentation, and drawing conclusions.

Results and Discussion

1. Forms of Manjua Julo-Julo Implementation in Nagari Sungai Jambu, Pariangan District, Tanah Datar Regency

Before engaging in the manjua julo-julo activity, it begins with an agreement and mutual understanding among the members of the julo-julo group. The content of the agreement includes the willingness and approval of the group members to allow their labor to be sold or transferred to others outside the julo-julo group. The meaning of julo-julo in this context refers to an agreement for cooperation where labor is exchanged for labor. In the agricultural system in Nagari Sungai Jambu, there is a group or association that begins by making an agreement to cooperate in farming. The agreement specifies that the group members work on each other's rice fields on a rotating basis, with the wages for the work being compensated not with money but with labor. This is known as paying for labor with labor. The community of Nagari Sungai Jambu refers to this cooperation as julo-julo. Within julo-julo, there is a formal agreement.

Manjua julo-julo is a form of cooperation in agriculture. This cooperation occurs because one of the julo-julo group members (Party A) no longer requires labor to cultivate their rice fields, usually because a family member has taken over the cultivation of their land. Since another member of the julo-julo group (Party B) still has a labor debt to Party A, the labor owed is commercialized or handed over by Party A to a third party (Party C) who is not a member of the julo-julo group. The third party (Party C) purchases the labor of Party B to take it to their fields or farm. The third party uses the standard *ijarah* contract, where labor is paid with wages. This is referred to as manjua julo-julo.

2. Local Traditions in the Lens of Sharia; Study of Manjua Julo-Julo Practice in Nagari Sungai Jambu, Pariangan District, Tanah Datar Regency

Based on the research conducted, the agreement between the landowner and the worker in the manjua julo-julo practice involves several contracts, including *wa'ad* (promise), *ijarah*, and *syirkah* (Yarham, 2022). The practice begins with an agreement among julo-julo group members, which is referred to as *wa'ad* (promise). *Wa'ad* is a statement of intent from one party to perform an act of kindness or refrain from doing something harmful to the other party in the future (Aswati et al., 2024). *Wa'ad* is commonly used in various forms of *muamalah*, one of which is found in the manjua julo-julo contract. In the julo-julo practice, there is an agreement between group members to work on each other's rice fields alternately, with the wages being paid in the form of labor. In Islamic *fiqh*, this agreement is categorized as an *ijarah* contract, which is related to leasing or hiring services in exchange for a specified reward. *Ijarah*, whether in the form of renting or employment, is a lawful transaction in Islam, as long as it adheres to the rules set forth in Islamic law. The permissibility of *ijarah* is supported by verses in the Qur'an and the Hadith of the Prophet (Wimra et al., 2023). As for the work agreement, it involves a *syirkah*. *Syirkah* refers to a partnership between two or more individuals in carrying out a business or activity, where both the profits and losses are shared (Junaidy et al., 2023). In the case of manjua julo-julo, the type of *syirkah* used is *syirkah abdan*. *Syirkah abdan* refers to a partnership between two or more workers to perform a job. The results or wages from the work are then divided according to the terms they agree upon. In the context of the manjua julo-julo agreement, it is not limited to just *ijarah* and *syirkah*; the key point is that there is no issue with exchanging labor for labor, as *ijarah* itself includes the concept of commercializing or transferring labor.

Conclusion

Based on the discussion presented above, it can be concluded that; *First*, the implementation of the manjua julo-julo practice is carried out in two (2) forms of execution. The first is the cooperation in labor wages, or julo-julo, where this collaboration involves an *akad* (contract) known as *syirkah abdan*. The second form occurs when the members of the julo-julo group no longer need labor to work the rice fields, but they still have an obligation in the form of labor. Therefore, the labor possessed by these members is commercialized or handed over to a third party not involved in the julo-julo group, who then takes it to their fields or farms. This is referred to as manjua julo-julo. In this cooperation, there are two contracts involved: *syirkah abdan* and *ijarah*. *Second*, the contracts used in the practice of manjua julo-julo include *wa'ad* (promise), *ijarah*, and *syirkah* contracts. It can be observed that there is an agreement between the landowners and the workers. This agreement falls into the categories of *syirkah* (*syirkah abdan*) and *ijarah*,

seen in the right to sell the labor of the julo-julo group members to other parties, or the commercialization of labor. *Third*, the implementation of manjua julo-julo in Nagari Sungai Jambu is generally carried out in a traditional or customary manner, based on family ties and mutual trust. The community in Nagari Sungai Jambu has been practicing this cooperation across generations, passed down from ancestors to their descendants. The common issue in the agricultural julo-julo system in Nagari Sungai Jambu, Pariangan District, Tanah Datar Regency, is that the cooperation is based solely on family principles, without being formalized in writing or involving a third party as a witness in the agreement.

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