

INTEGRATION OF IJARAH AND MUKHABARAH: A STUDY ON AGRICULTURAL LAND COOPERATION IN NAGARI PAKAN RABAA, KOTO PARIK GADANG DIATEH DISTRICT, SOUTH SOLOK REGENCY

Nova Linda^{1*}, Yustiloviani², Zainuddin³, Alfi Husni⁴

¹Universitas Islam Negeri Mahmud Yunus Batusangkar

²Universitas Islam Negeri Mahmud Yunus Batusangkar

³Universitas Islam Negeri Mahmud Yunus Batusangkar

⁴Universitas Islam Negeri Mahmud Yunus Batusangkar

*Corresponding Author: novalinda0101@gmail.com

Abstract: This thesis examines the integration of *ijarah* and *mukhabarah* practices in agricultural land cooperation in Nagari Pakan Rabaa, Koto Parik Gadang Diateh District, South Solok Regency. The study aims to analyze and explain the implementation of *mukhabarah* and *ijarah* practices and their integration in agricultural land cooperation in the community. A qualitative field research approach was adopted, with data collected through interviews with landowners and cultivators. Data analysis followed the Miles and Huberman framework, involving data reduction and presentation, with validity ensured through source triangulation.

The primary data sources included six informants: three landowners and three cultivators in Nagari Pakan Rabaa. Secondary data sources comprised information from a local religious leader (*buya*), as well as references from the Qur'an, Hadith, scholarly opinions, journals, and articles.

The findings reveal that *mukhabarah* cooperation is practiced by landowners transferring land to cultivators, with seeds, fertilizers, and land preparation costs borne by the cultivators. The harvest is then divided, with 40% allocated to the landowner and 60% to the cultivator. Meanwhile, *ijarah* practices involve cultivators directly renting land from the landowners. In this system, the cultivators bear all farming costs, and rental payments are made annually at the end of the lease, either in cash (Rp. 2,000,000) or as rice (90 bushels).

The integration of *mukhabarah* and *ijarah* occurs when landowners offer land to cultivators, who then manage all farming expenses. An agreement is established that the harvest will be shared (40% for the landowner, 60% for the cultivator), and cultivators must also pay an annual land rent at the end of the lease. This integrated practice reflects the community's adaptive approach to balancing traditional Islamic principles with local agricultural needs.

Keywords: *Integration, Ijarah, Mukhabarah, Farmland Cooperation*

Introduction

The phenomena of *mukhabarah* and *ijarah* have always been significant issues in agricultural land cooperation, occurring in various traditional community settings with different models. For example, these practices can be observed in the communities of Pebenaan Village (Yana Putri, 2020), Wanasa Lauk Village (Hajar, 2020), Tanjungan Village (Aryanto, 2023), Tanah Rekah Village (Pratomo, 2021), and Huta Dolok Village (Sari Hasibuan, 2018). In the agricultural land cooperation practices of these regions, landowners typically hand over their land to cultivators, and the harvest is divided according to mutually agreed-upon terms.

This practice is also prevalent in West Sumatra, particularly within the Minangkabau culture. In Nagari Pakan Rabaa, Koto Parik Gadang Diateh District, South Solok Regency,

cooperation between landowners and cultivators is carried out using a profit-sharing system involving *ijarah* and *mukhabarah*. An initial agreement sets the rental fee at 90 bushels of rice, while the harvest is shared between the landowner and cultivator according to a pre-determined percentage. Profit-sharing in agriculture is a form of land utilization in which both capital and labor as production inputs are allocated according to a specific ratio derived from the land's yield.

In addition to the cooperation between landowners and cultivators in Nagari Pakan Rabaa, another form of collaboration involves renting rice fields or land. From the perspective of Islamic contract law, such rental arrangements are permissible, whether the land is used for agriculture, construction, or other purposes. In Nagari Pakan Rabaa, land rental is conducted using various systems. One of the most favored systems is renting with payment deferred until the end of the lease period, often referred to locally as "bayar kari" (paying at the end). This payment system provides financial flexibility for the tenant, allowing them to use the funds as capital for cultivating the land first. This arrangement significantly alleviates the financial burden on the tenant (Hendri, 2013).

Based on preliminary surveys conducted with a local resident of Nagari Pakan Rabaa, a landowner who leased their land to a farmer, it was found that the harvest is shared between the landowner and farmer based on an agreed percentage. The agreement is made orally and stipulates that the farmer is responsible for providing seeds for the cultivation during the one-year period. The farmer also agrees to pay the land rent at the end of the lease term, with the payment set at 90 bushels of rice as requested by the landowner.

Mukhabarah refers to a cooperative farming arrangement where the landowner hands over their land to a cultivator to manage, plant, and maintain. The seeds are provided by the landowner, and the harvest is shared based on a predetermined percentage (Ilman, 2017). In *mukhabarah*, the seeds are usually supplied by the cultivator. Meanwhile, renting (*ijarah*) is a common form of transaction in society and is defined in Arabic as *ijarah*. It is a contract to gain benefits in exchange for compensation. For those without land, renting is often a way to meet daily needs (Agus, 2008).

Typically, *mukhabarah* and *ijarah* are practiced separately. However, in some areas, these two systems are combined, beginning with *mukhabarah* and concluding with *ijarah*. This is evident in Nagari Pakan Rabaa, Koto Parik Gadang Diateh District, South Solok Regency, where an integration of the two systems occurs. In this community, agricultural cooperation starts with *mukhabarah* but transitions into *ijarah*, illustrating a unique form of collaboration within the Minangkabau community.

Literature Review

Contract (*Akad*)

In Islamic law, *akad* (contract) is synonymous with agreements in Indonesian law. The word *akad* originates from the term *al-'aqd*, meaning a bond, connection, or link (*ar-rabit*) (Moghul, n.d.). A bond refers to gathering or tying together two ends of a rope so that they connect and form a single, unified rope (Moghul, n.d.).

The terminological definition of *akad* in Islamic jurisprudence (*fiqh*) is the union of an offer (*ijab*) and acceptance (*qabul*) in a manner sanctioned by Islamic law (*syara'*), signifying mutual consent between the parties (Farooqi, 2006). Islamic legal scholars (*Jumhur Ullama*) define *akad* as the lawful combination of *ijab* and *qabul* that produces legal consequences for its object (Anwar, 2007). *Akad* involves the meeting of *ijab* and *qabul* as a declaration of the intent of two or more parties to establish legal consequences for the object of the contract (Mas'adi, 2002). It reflects the linkage between the desires or statements of two parties, authorized by *syara'*, that result in specific legal implications (Ash-Shiddieqy, 1974).

From the definitions above, several key points can be drawn:

1. *Akad* is the connection between *ijab* (offer) and *qabul* (acceptance) that results in legal consequences. An *akad* is not valid if the intentions of both parties are not aligned, as the contract requires a meeting of wills expressed through *ijab* and *qabul*.
2. *Akad* involves bilateral legal actions, requiring both *ijab* and *qabul*. Unilateral legal actions, such as promises to give gifts, wills, or endowments, do not constitute *akad*, as they do not involve mutual consent.
3. The purpose of *akad* is to create specific legal outcomes. For instance, in a sales contract, the transfer of ownership from the seller to the buyer with corresponding payment is the legal outcome intended by the parties.

Mukhabarah

Etymologically, *mukhabarah* and *muzara'ah* both refer to agriculture. According to Rasyid Sulaiman (1994: 101), based on Taqiyyudin's interpretation of Al-Qadhi Abu Thayib's view, *muzara'ah* and *mukhabarah* share the same meaning. Although they share a similar meaning, these terms imply *tharh al-zur'ah* (planting crops), which refers to investment (*al-hadzar*).

However, *mukhabarah* and *muzara'ah* have different meanings, as argued by Al-Rafi and Al-Nawawi. According to the terminology used by Islamic scholars, as explained by Abd al-Rahman al-Zaziri, their definitions also differ. Sheikh Ibrahim al-Bajuri mentions various scholarly interpretations of *mukhabarah*, including: Maliki scholars define it as a partnership in agriculture. Hanbali scholars define it as the delegation of agricultural land to a farmer to cultivate, with the profits shared equally between the two parties.

The form of cooperation between landowners and cultivators is carried out through a contractual agreement in which the yield will be divided according to mutual agreement (Rachmat Syafe'i, 2000: 213). *Mukhabarah* refers to employing someone to work on a piece of land with the profit shared at a ratio of 1/2, 1/3, or 1/4 of the agricultural produce. (3) Imam Shafi'i defines *mukhabarah* as the cultivation of land in exchange for a share of the agricultural yield, where the seeds are provided by the cultivator.

From the various definitions mentioned above, it can be concluded that *mukhabarah* is a cooperative agreement between the owner of a rice field or farmland and the cultivator (farmer), where the seeds are provided by the cultivator. According to Rachmat Syafe'i (2000: 215), the yield is distributed fairly based on an agreement between both parties. The difference between *muzara'ah* and *mukhabarah* lies in the source of the seeds. In *muzara'ah*, the seeds are provided by the landowner, whereas in *mukhabarah*, the seeds are provided by the cultivator.

Muhammad Fuad (2003: 588) states that the legal basis used by scholars to establish the permissibility of the *mukhabarah* contract is based on a hadith of the Prophet (peace be upon him), which means:

"Indeed, the Prophet handed over land to the people of Khaibar to be cultivated and maintained, with the agreement that they would be given a share of its produce." (Narrated by Muslim from Ibn Umar, may Allah be pleased with him).

The hadith narrated by Muslim from Ibn Umar (may Allah be pleased with him) is as follows:

عَنْ ابْنِ عُمَرَ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَامَلَ أَهْلَ حَيْبَرَ بِشَرْطٍ مَا يَخْرُجُ مِنْهَا مِنْ ثَمَرٍ أَوْ زَرْعٍ

The meaning: "From Ibn Umar, 'Indeed, the Prophet (peace be upon him) gave his garden to the people of Khaibar to be maintained by them, with the agreement that they would be given a portion of the produce, whether from fruits or agricultural crops.'" (Narrated by Muslim)

According to Ahmad (n.d.: 591), citing an opinion from the book *Al-Minhaj*, *mukhabarah* refers to working the land (cultivating fields or rice paddies) by taking a portion of the yield, with the seeds provided by the worker. It is not permissible to engage in *muzara'ah*, which involves cultivating the land using seeds provided by the landowner. This opinion is based on

authentic hadiths, including the hadith of Tsabit Ibn Adh-Dhahak, due to the negative outcomes that often arise when the arrangement is altered.

Ijarah

The term *Al-Ijarah* originates from the word *al-ajru*, which linguistically means *al-iwadh*, or in Indonesian, it translates to "compensation" or "wage." According to M.A. Tihami, *Al-Ijarah* (leasing or renting) is a contractual agreement (*akad*) related to the use or benefit of something specific, making it lawful to utilize that benefit in exchange for a predetermined payment (rent).

According to Rachmat Syafi'i, *Ijarah* in linguistic terms is defined as: المُفْعَلَيْبَع (selling benefits). In practice, leasing involves granting a tenant or farmer the right to utilize a plot of land that they do not own, based on an agreement signed between the landowner and the tenant. This agreement grants the tenant the right to continue cultivating the land as long as they fulfill the obligation of paying rent to the landowner and adhering to the agreed-upon terms.

The legal foundations or references for *ijarah* are the Qur'an, Hadith, and *ijma'* (consensus of scholars). The legal basis for *ijarah* in the Qur'an is:

أَسْكِنُوهُنَّ مِنْ حَيْثُ سَكَنْتُمْ مِنْ وُجْدِكُمْ وَلَا تُضَارُوهُنَّ لِتُضَيِّقُوهُنَّ وَإِنْ كُنَّ أُولَئِكَ حَمْلٌ فَانْفَقُوهُنَّ
عَلَيْهِنَّ حَتَّى يَضَعُنَ حَمْلَهُنَّ فَإِنْ أَرْضَعْنَ لَكُمْ فَأَنْوَهُنَّ أُجُوزُهُنَّ وَأَتْهُرُوا بَيْنَكُمْ بِمَعْرُوفٍ وَإِنْ تَعَاسرُمْ
فَسَتُرْضِعُ لَهُ أُخْرَى

The meaning: "House them (your divorced wives) where you dwell, according to your means, and do not harm them to oppress them. And if they are pregnant, then spend on them until they give birth. And if they breastfeed (your children) for you, give them their due payment. And consult with each other in a reasonable manner. But if you find it difficult, then another woman may breastfeed the child for him." (Surah At-Talaq, verse 6)

From Hadith:

Hadith narrated by Ibnu Majah

أَعْطُوا الْأَخِيرَ أَجْرَهُ قَبْلَ أَنْ يَجْفَ عَرْقَةُ

The meaning: "Pay the worker their wages before their sweat dries.

Hadith narrated by Imam Baihaqi

مَنِ اسْتَأْجَرَ أَجِيرًا فَلْيُعْلَمْهُ أَخْرَهُ

The meaning: "Whoever employs a worker, inform them of their wages."

From Ijma'

During the time of the companions, Muslims unanimously agreed that *ijarah* (leasing or hiring) is permissible because it is beneficial to people.

Method

The type of research used by the author is field research with a qualitative approach. In this study, the researcher describes the information provided by landowners and cultivators regarding the practices of *mukhabarah* and *ijarah* cooperation. Data for the study was collected through interviews. The data collection technique involved interviews, while data analysis employed Miles and Huberman's theory, which includes data reduction and data display. To ensure data validity, the researcher used source triangulation theory.

The data sources in this study include both primary and secondary sources. The primary data sources or informants for this study are 3 landowners and 3 cultivators in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency. Meanwhile, the secondary data sources consist of additional information from a religious figure (*buya*), as well as supplementary data from the Qur'an, Hadith, books containing scholars' opinions, journals, and articles.

Results and Discussion

The Practice of Mukhabarah Cooperation in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency

Based on the information gathered during the research, the practice of *mukhabarah* in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency, takes various forms of cooperation, including landowners handing over their land to cultivators, profit-sharing agreements, the object of the cooperation, and the terms of the agreement. The community engages in cooperative relationships between landowners and cultivators. In the *mukhabarah* cooperation, the landowner hands over their land to the cultivator to be planted, while the seeds, fertilizers, pesticides, and operational costs are borne entirely by the cultivator. The profit-sharing ratio is agreed upon in advance between the landowner and the cultivator. After each harvest, the cultivator pays the agreed-upon share to the landowner. From the research findings, the *mukhabarah* practice was observed between the landowner, "Lina," and the cultivator, "Masriadi." As indicated in the interview with the cultivator, Masriadi:

"Saya selaku penggarap lahan awalnya didatangi oleh pemilik lahan, pemilik lahan menanyakan kepada saya apakah saya mau menggarap lahannya. Dikarenakan saya juga membutuhkan lahan makanya saya menyetujui kerja sama ini, kemudian pada saat itu juga kami membicarakan terkait penggerjaan lahannya, pemilik lahan mengatakan bahwa bibit, pupuk, racun dan biaya-biaya penggerjaan lahan diserahkan sepenuhnya kepada saya sebagai penggarap." (Masriadi, Interview, July 14, 2024)

From the interview above, it is evident that a *mukhabarah* agreement exists between the landowner and the cultivator. The landowner hands over the land to the cultivator, while the responsibility for seeds, fertilizers, pesticides, and operational costs lies with the cultivator. In an interview with the landowner, Lina, she provided similar information:

"Saya dan Masriadi melakukan kerja sama ini kurang lebih sudah 3 tahun, awalnya saya mendatangi kediaman Masriadi untuk menawarkan lahan yang saya punya. Dikarenakan lahan tersebut sudah lama tidak digarap dan saya sudah tidak kuat lagi menggarapnya. Ternyata Masriadi menyepakati hal ini, dan untuk bibit, pupuk, racun dan biaya penggerjaan lahan saya serahkan sepenuhnya kepada pemilik lahan." (Lina, Interview, July 14, 2024)

The landowner and the cultivator also discussed the profit-sharing arrangements. The cooperation was carried out verbally, and they agreed on the duration for which the land would be worked. This was reflected in an interview with Masriadi:

"Untuk pembagian hasil pemilik lahan meminta kepada saya untuk hasil dari lahan dibagi sebanyak 40% untuk pemilik lahan dan 60% untuk penggarap. Kerja sama ini kami lakukan secara lisan, karena di masyarakat sudah biasa melakukannya secara lisan saja secara kekeluargaan dan tolong menolong. Kerja sama ini dilakukan tanpa adanya batas waktu berapa lama lahan ini akan saya garap, saya diperbolehkan menggarap sawah sampai kapan saya sanggup mengelolanya. Tetapi diawal sudah disepakati bahwa setiap kali panen hasilnya akan dibagi bersama pemilik lahan dan penggarap. Pemilik lahan memperbolehkan saya untuk menanam apa saja tanaman yang ingin saya tanami." (Masriadi, Interview, July 14, 2024)

From the interview, it is clear that the profit-sharing ratio is 40% for the landowner and 60% for the cultivator, distributed after each harvest. The cooperation is based on mutual trust,

without a written agreement, as such verbal agreements are customary in the community. This practice relies on trust between the parties involved.

The Practice of Ijarah Cooperation in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency

Based on interviews conducted with two informants, namely a landowner and a cultivator in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency, it was revealed that most of the community engages in agricultural cooperation through a leasing system (*ijarah*). The cultivator requests permission from the landowner to work on their land, and the payment is made in the form of rent, which can be paid with 90 gantangs (180 liters) of rice or a cash payment of Rp. 2,000,000 at the end of the lease term. Similar to the *mukhabarah* system, the landowner hands over the responsibility for the land—including seeds, fertilizers, pesticides, and operational costs—entirely to the cultivator. Two key informants for this research are Ijas and Gadih.

From an interview with the landowner "Ijas," evidence of an *ijarah* practice was found. This is demonstrated in the following statement:

"Awalnya penggarap datang kepada saya, lalu beliau menanyakan lahan yang saya punya untuk beliau garap. Berhubung saya mempunyai lahan berupa sawah yang terbengkalai, makanya saya juga menawarkan kepada penggarap untuk mengolah lahan tersebut. Dan penggarap menyetujui hal itu, penggarap mengatakan beliau ingin menyewa lahan tersebut. Saya menyerahkan lahan berupa sawah kepada penggarap untuk digarap, dengan perjanjian secara lisan. Kerja sama ini saya lakukan tanpa adanya batas waktu berapa lama lahan ini disewakan kepada penggarap, saya selaku pemilik lahan menyerahkan lahan kepada penggarap dan penggarap mengolah lahan tersebut sampai mana penggarap sanggup menggarap sawah." (Ijas, Interview, July 12, 2024)

From this interview, it can be seen that a leasing agreement (*ijarah*) was established between the landowner and the cultivator. The cultivator requested to lease the land, and the agreement was based on a rental system.

Furthermore, the landowner and the cultivator also discussed profit-sharing arrangements, which included details about seeds, fertilizers, pesticides, and operational costs. As described by the landowner "Ijas":

"Saya sudah menjelaskan kepada penggarap terkait bibit, racun, pupuk, serta sarana pengerjaan lahan saya menyerahkan sepenuhnya kepada penggarap lahan. saya menyerahkan sepenuhnya sawah kepada penggarap dan di perbolehkan menanam apa saja tanaman yang ingin diolah oleh penggarap. Dengan perjanjian diawal penggarap harus membayarkan sewa lahan kepada saya diakhir setelah sewa berakhir sebesar 90 gantang beras, penggarap juga boleh membayarkan dengan uang sebesar 2.000.000 saya memberikan keringanan kepada penggarap untuk membayarnya diakhir panen dikarenakan penggarap belum mempunyai uang untuk membayarnya diawal." (Ijas, Interview, July 12, 2024)

From this interview, it is understood that the landowner left the responsibility for seeds, fertilizers, pesticides, and operational costs entirely to the cultivator. The payment for the lease is set at 90 gantangs of rice or Rp. 2,000,000, which is paid at the end of the cooperative arrangement. The agreement was made verbally, reflecting a system of familial trust and mutual understanding, as such informal agreements are a common and accepted practice within the community, provided there is mutual trust between the parties involved.

Integrated Forms of Agricultural Land Cooperation Practices in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency

Based on information obtained from landowners, it was revealed that agricultural land cooperation in this region is conducted through two integrated systems: *mukhabarah* and *ijarah*. These agreements are based on mutual consent between the landowners and the cultivators. Additionally, many community members in Nagari Pakan Rabaa practice these systems

individually, either *mukhabarah* or *ijarah*. Among them are Masriadi, Lina, Ijas, and Gadih, who also served as informants for this research.

From the interview with landowner "Pismawati," an integrated agricultural land cooperation involving *ijarah* and *mukhabarah* was evident. The informant shared:

"*Saya selaku pemilik lahan sudah lama melakukan kerja sama lahan pertanian ini dengan Syafrizal, awalnya saya menemui langsung syafrizal untuk menawarkan lahan yang saya punya kepada beliau tersebut untuk digarap, karena lahan tersebut sudah lama tidak digarap dan saya juga tidak menetap di kampung. Ternyata Syafrizal mau menerima tawaran yang saya berikan, pada saat dilakukannya kesepakatan antara saya dengan penggarap saya mengatakan untuk setiap kali panen penggarap harus membagi hasil panen bersama saya dan di akhir setelah kerja sama ini berakhir penggarap juga membayar sejumlah uang sebesar 2.000.000.*" (Pismawati, Interview, July 13, 2024)

From this statement, it is clear that the agreement involves both a rental system and a profit-sharing arrangement after each harvest. The landowner offered the land for cultivation because they were unable to manage it themselves and lived outside the village.

During the cooperation agreement, the landowner and the cultivator discussed responsibilities for seeds, fertilizers, pesticides, and operational costs, as well as profit-sharing arrangements at harvest and the rental payment at the end of the cooperation. This is reflected in the following statement from Pismawati:

"*Saya mengatakan kepada penggarap lebih awal bahwa untuk bibit, pupuk, racun dan pengerajan lahan ditanggung oleh penggarap. Sedangkan untuk pembagian hasil saya meminta kepada Syafrizal sebesar 40% dan 60% untuk penggarap. Dan di akhir setelah kerja sama berakhir penggarap juga harus membayarkan sebesar Rp. 2.000.000 atau boleh dengan hasil panen sebanyak 90 gantang beras. Kesepakatan ini sudah disepakati bersama antara saya dengan penggarap. Kerja sama ini sudah berjalan selama lebih kurang 6 tahun. Saya sudah menyepakati bersama Syafrizal bahwa kerja sama ini akan dilakukan dengan 2 sistem kerja sama secara bersamaan dan penggarap juga sepakat atas kerja sama ini.*" (Pismawati, Interview, July 13, 2024)

From the above interview, it can be concluded that the landowner and the cultivator reached an agreement regarding profit-sharing, wherein the cultivator bears the costs for seeds, fertilizers, pesticides, and land operations. Additionally, at the end of the cooperation, the cultivator is required to pay a set rental fee, either in cash or in the form of harvest yields.

Discussion

In the practice of *mukhabarah* agricultural cooperation in Nagari Pakan Rabaa, there is a collaborative agreement between landowners and cultivators. The landowner entrusts their land to the cultivator to be worked on because the landowner is no longer able to manage it. However, the cost of seeds, fertilizers, and other farming expenses is borne by the cultivator. The division of yields has been agreed upon at the beginning of the cooperation: the cultivator must share the harvest yield with the landowner, allocating 40% to the landowner and 60% to the cultivator. This agreement is made orally between the landowner and the cultivator. This constitutes a *mukhabarah* contract between the landowner and the cultivator, in line with the legal basis established by scholars, which permits *mukhabarah* based on the Hadith of the Prophet (peace be upon him): "Indeed, the Prophet entrusted land to the people of Khaibar so that they would cultivate and maintain it, under the agreement that they would be given a portion of its yield." (Narrated by Muslim from Ibn Umar, may Allah be pleased with him).

Further, when viewed from the perspective of scholars on the type of contract used in such cooperation, the practice of the people of Nagari Pakan Rabaa aligns with the opinion of Imam Shafi'i, which stipulates that the *ijab* (offer) and *qabul* (acceptance) must be verbally articulated before the land is worked on. However, there is a difference of opinion among *fiqh* scholars. For instance, Imam Malik holds that the contract remains valid even if acceptance (*qabul*) is performed through action without verbalization (Yusuf, 2022).

Generally, rural communities engage in unwritten or oral agreements without witnesses, relying on mutual trust since the parties involved often know each other or are even related. However, such verbal agreements do not protect the rights of either party nor provide legal strength in case of misunderstandings. Unwritten agreements can lead to issues such as dishonesty in dividing the harvest or risks of *riba* (usury), *maysir* (gambling), and *gharar* (uncertainty) (Syafe'i, 2001).

The capital in a *mukhabarah* contract includes the costs discussed between the landowner and the cultivator. In this case, the capital consists of seeds, fertilizers, pesticides, and other expenses related to land cultivation. The cooperative practices of the people in Nagari Pakan Rabaa align with Imam Malik's opinion, which states that the seeds to be planted on a piece of land must come from both the landowner and the cultivator to ensure an equitable division of the yield (Syafe'i, 2001).

In the *ijarah* practice in Nagari Pakan Rabaa, the cultivator rents agricultural land from the landowner. The landowner hands over their land to the cultivator to work on, with the agreement being made orally, as the community often uses a family-based and mutual assistance system. The costs of seeds, fertilizers, pesticides, and other farming expenses are borne by the cultivator. The landowner allows the cultivator to pay the rent at the end of the year, amounting to 90 *gantang* (a traditional measurement) of rice. The cultivator may pay this rent in the form of either cash or harvested rice. However, in the practice of *ijarah* in Nagari Pakan Rabaa, the landowner does not set a specific duration for the lease, leaving it up to the cultivator to decide how long they can manage the land, as the landowner is no longer capable of working on it.

This agreement fulfills the conditions and pillars of *ijarah*, including the presence of a *mu'jir* (lessor) and *musta'jir* (lessee), the *sighat* (verbal offer and acceptance), a fee (*ujrah*), and the leased object or service being compensated. According to the Hanafi scholars, the only pillar of *ijarah* is the *ijab* (expression of leasing) and *qabul* (acceptance of leasing). However, the majority of scholars argue that *ijarah* has four pillars: the contracting parties, the compensation, the benefit, and the *sighat*. Hanafi scholars consider the contracting parties, compensation, and benefit as conditions rather than pillars. This shows that if one of the pillars is missing, the *ijarah* contract is deemed invalid (Wahid, 2019).

In the *mukhabarah* and *ijarah* practices of Nagari Pakan Rabaa, the community combines these two contracts into a single cooperative arrangement. The landowner offers their land to the cultivator for cultivation. At the beginning of the cooperation, the landowner and cultivator agree on the profit-sharing arrangement: the cultivator will share 40% of each harvest yield with the landowner and retain 60%. Additionally, at the end of the year, the cultivator must pay rent of 90 *gantang* of rice to the landowner. The land is handed over entirely to the cultivator, who bears the costs of seeds, fertilizers, pesticides, and farming operations. The cultivator is also free to decide which crops to plant. This cooperative arrangement is carried out orally, as the community views it as a form of family and mutual assistance.

From the above explanation, it is evident that there is an integration or interconnection between the two contracts: *mukhabarah* and *ijarah*. This integration results in a *multi-contract* (*al-'uqud al-murakkabah*), where both contracts are interrelated and complement one another. According to Muslim scholars, *multi-contracts* involve an agreement between two parties that encompasses two or more contracts, such as buying and leasing, gifting, agency (*wakalah*), lending (*qard*), sharecropping (*muzara'ah*), currency exchange (*sarf*), partnership (*syirkah*), or profit-sharing (*mudharabah*) (Susamto, 2016:209). This integration treats all obligations and rights as a unified whole that cannot be separated (Wahab, 2020:9).

Regarding *ijarah*, all its pillars and conditions are fulfilled, including the contracting parties, compensation, benefit, and *sighat* (Manan, 2013). In this arrangement, the landowner serves as the provider of the rented object, ensuring that the object (land) benefits the lessee

and complies with Islamic law. When paying the rent, the cultivator must provide a nominal payment, not a percentage (Khasanah, 2020).

In summary, both parties in this cooperative arrangement have the potential to hold three roles within a single transaction. The collaboration begins with the division of land roles between the owner and cultivator. This leads to the execution of two integrated contracts, demonstrating a clear connection between the two. In this integration, the *ijarah* contract serves as the core, with the *mukhabarah* contract being linked to it.

However, this dual-contract arrangement has potential drawbacks, including the possibility of one party incurring losses, such as the cultivator facing failed harvests and the inefficiency of executing two contracts simultaneously, as traditional cooperatives typically involve only a single contract, making this practice rare.

Conclusion

Based on the research results that have been conducted, the conclusions of this study are as follows:

1. The Practice of *Mukhabarah* Cooperation in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency
The *mukhabarah* cooperation practiced by the community in Nagari Pakan Rabaa is a form of cooperation where the landowner entrusts their land to the cultivator because they are no longer able to manage it. The cultivator is responsible for the seeds, fertilizers, pesticides, and the costs of land cultivation, and the cultivator has the freedom to choose what to plant. The harvest will then be divided between the landowner and the cultivator based on the agreed percentage: 40% for the landowner and 60% for the cultivator, with the division occurring after each harvest.
2. The Practice of *Ijarah* Cooperation in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency
In the *ijarah* practice in Nagari Pakan Rabaa, the cultivator rents agricultural land from the landowner for cultivation. The cultivator bears the costs of seeds, fertilizers, pesticides, and land cultivation. This practice is often conducted orally due to the community's family-based and mutual assistance system. The landowner rents out the land to the cultivator without setting a specific time limit for how long the cultivator can manage the land. The cultivator may continue to manage the land as long as they are able. The rent payment is made at the end of the year, amounting to 90 *gantang* (a traditional measurement) of rice, or alternatively, 2,000,000 IDR. The cultivator must pay the rent according to the initial agreement, even if the harvest is minimal.
3. The Integration of Agricultural Land Cooperation Practices in Nagari Pakan Rabaa, Koto Parik Gadang Diateh Subdistrict, Solok Selatan Regency
This form of cooperation is rare in the community, but the researcher found this integrated cooperation in Nagari Pakan Rabaa. In this case, the landowner and the cultivator engage in two forms of cooperation simultaneously: *mukhabarah* and *ijarah*. The integration of the *ijarah* and *mukhabarah* practices begins when the landowner offers the land to the cultivator because the landowner is no longer able to manage it. Once both parties agree to the cooperation, the landowner hands over the land to the cultivator, who is also responsible for the costs of seeds, fertilizers, pesticides, and other farming expenses. The cultivator is free to choose what crops to plant. The profit-sharing agreement stipulates that the cultivator will give 40% of the harvest to the landowner and keep 60%. At the end of the year, after the cooperation concludes, the cultivator must pay a rent of 90 *gantang* of rice, or 2,000,000 IDR if paid in money. This agreement is made orally between the landowner and the cultivator.

References

Book

Abdullah, R. (2020). *Fiqih Muamalah*. Serang: Media Madani

Cahyani, A. I. (2013). *Fiqih Muamalah*. Makassar: Alaudding University Press.

Hani, U. (2021). *Fiqih Muamalah*. Banjarmasin: Universitas Islam Kalimantan Muhammad Arsyad Al-Banjary.

Harun, (2017). *Fiqih Muamalah*. Surakarta: Muhammadiyah University.

Hasan, A. F. (2018). *Fiqih Muamalah dari Klasik hingga Kontemporer*. Malang: UIN-Maliki Malang Press.

Subairi, (2021). *Fiqih Muamalah*. Madura: Duta Media Publishing.

Article

<https://quran.kemenag.go.id/>

Journal:

Afifah Saputri, A. (2022). *Praktik sewa menyewa lahan pertanian dengan pembayaran hasil panen dalam perspektif hukum ekonomi syariah (Studi Kasus Desa Lingsar Kecamatan Lingsar Kabupaten Lombok Barat)* (Doctoral dissertation, UIN Mataram).

Agustina Ayu, S. T. (2023). *Implementasi Ijarah Dalam Praktik Sewa Menyewa Lahan Sawah (Studi kasus di Desa Singkalanyar Kecamatan Prambon Kabupaten Nganjuk)* (Doctoral dissertation, IAIN Kediri).

Al Fasiri, M. J. (2021). *Penerapan Al Ijarah Dalam Bermuamalah*. Ecopreneur: Jurnal Program Studi Ekonomi Syariah, 2(2), 236-247.

Alfansyur, A., & Mariyani, M. (2020). *Seni mengelola data: Penerapan triangulasi teknik, sumber dan waktu pada penelitian pendidikan sosial*. Historis: Jurnal Kajian, Penelitian dan Pengembangan Pendidikan Sejarah, 5(2), 146-150.

Amanto, S., & Yasin, A. (2022). *Tinjauan Hukum Islam Terhadap Praktik Bagi Hasil Pertanian (Mukhabarah) Di Desa Kebondalem Kecamatan Mojosari Kabupaten Mojokerto*. Jurnal Ekonomika dan Bisnis Islam, 5(2), 199-212.

Aminullah, M. S. (2020) *Pengalihan Hak Sewa Tanah Dalam Perspektif Fiqih Mu'amalah, KUHPerdata dan KHES (Studi Kasus di Desa Jatimulyo, Kecamatan Kunir, Kabupaten Lumajang)*. Jurnal Hukum & Ekonomi Syariah, 5 (2), 34-54.

Anggraini, N. (2018). *Tinjauan Hukum Ekonomi Syariah Terhadap Praktek Sewa Menyewa Tanah Sawah dalam Sistem Tahunan dan Oyotan (Studi Kasus Desa Nunggalrejo Kecamatan Punggur)* (Doctoral dissertation, IAIN Metro).

Aryanto, O. B., & Mardian, A. (2022). *Analisis Akad Ijarah Dalam Sewa-Menyewa Lahan Pertanian Dengan Sistem Ngoyotan Di Desa Tanjungan, Kecamatan Wedi, Kabupaten Klaten* (Doctoral dissertation, UIN Surakarta).

Azkia, A., Hamdani, H., & Saifullah, T. (2023). *Implementasi Akad Mukhabarah Terhadap Determinasi Petani Padi (Studi di Desa Lancang Barat, Kecamatan Dewantara, Kabupaten Aceh Utara)*. Journal of Sharia Economics Scholar (JoSES), 1(2).

Fahrozi, Ja'far, Mustofa, R. (2023). *Analisis Hukum Ekonomi Syariah Tentang Praktik Sewa Menyewa Tanah Dalam Sistem Pembayaran Hasil Panen (Studi Kasus Di Desa Margotani Kecamatan Madang Suku II)*. Jurnal Hukum Islam, (2), 90-106.

Faridah, S. N. (2017). *Implementasi Akad Mukhabarah pada Pengelolaan Perkebunan Kopi di Kalangan Masyarakat Kecamatan Kute Panang Kabupaten Aceh Tengah* (Doctoral dissertation, UIN Ar-Raniry Banda Aceh).

Fitriani, W. (2018). *Analisis Praktek Sewa Menyewa Lahan Untuk Pertambangan Emas (Studi Kasus Desa Petapahan Kecamatan Gunung Toar)*. 337-353.

Hajar, M. (2020). *Tinjauan hukum islam terhadap sewa menyewa lahan pertanian dengan pembayaran hasil panen di Desa Wanabasa Lauk Kecamatan Wanabasa Kabupaten Lombok Timur* (Doctoral dissertation, UIN Mataram).

Hasanah, C. Efnita, F. (2020) *Perjanjian Sewa Menyewa Sawah Di Desa Tanjung Ganti II Kecamatan Kelam Tengah Kabupaten Kaur Ditinjau Dari Fiqh Muamalah*. 1-12.

Hasibuan, L. S. (2018). *Pelaksanaan ijarah pada pertanian di Desa Huta Dolok Kecamatan Lubuk Barumun Kabupaten Padang Lawas menurut kompilasi hukum ekonomi syariah* (Doctoral dissertation, IAIN Padangsidiimpuan).

Hastuti, P., Hak, N., & Nurhab, B. (2022). *Penerapan akad ijarah pada sistem sewa menyewa sawah (studi pada desa tanjung agung kecamatan ulumusi kabupaten empat lawang)*. Jurnal Ilmiah Ekonomi Islam, 8(2), 1507-1512.

Hendi Suhendi, *Fiqh Muamalah* (Jakarta: PT Raja Grafindo Persada. 2010)

Ikbal, Rahman, A. (2022). Pandangan Hukum Islam Tentang Sewa-menyewa Tanah Dengan Sistem Pembayaran Panen. *Jurnal Ilmiah Mahasiswa Perbandingan Mazhab*, 3 (1), 108-120.

Kadaruddin, K., & Sinilele, A. (2021). *Tinjauan Hukum Islam Terhadap Ijarah Hukum Adat*. El-Iqthisyad: *Jurnal Hukum Ekonomi Syariah*, 177-186.

Mahfud, M. W. (2022). *Implementasi Akad Ijarah Dan Pengaruhnya Terhadap Pendapatan Petani Pada Lahan Pertanian Di Desa Paya Pisang Klat Pidie Jaya* (Doctoral dissertation, UIN Ar-Raniry).

Muhammad Syafe'i, *Fiqh Muamalah untuk UIN, STAIN, PTANIS, dan Umum*, (Pustaka Setia:Bandung, 2006)

Novari, D. M., & Ardiansyah, I. (2021). *Tinjauan Hukum Islam Tentang Sistem Sewa Tanah Dalam Kegiatan Pertanian*. Falah: *Jurnal Hukum Ekonomi Syariah*, 1(1), 75-86.

Rahmawati, F. (2020). *Perspektif Hukum Islam Terhadap Sewa Menyewa Tanah Untuk Pertanian Bunga Sedap Malam Di Desa Citrosono Kecamatan Grabag* (Doctoral dissertation, Skripsi, Universitas Muhammadiyah Magelang).

Rusdiani, R. (2022). *Sistem Upah Lahan Pertanian Padi Dalam Konsepsi Ijarah (Studi di Desa Karanganyar, Kajen, Pekalongan)* (Doctoral dissertation, Universitas Islam Negeri KH Abdurrahman Wahid Pekalongan).

Sari, D. N. (2021). *Implementasi Akad Mukhabarah Pada Pengelolaan Perkebunan Kencur di Kalangan Masyarakat Desa Kecamatan Panai Hilir Kabupaten Labuhan Batu* (Doctoral dissertation, Universitas Islam Negeri Sumatera Utara).

Suardana, H., Iswandi, I. (2022). *Praktik Sewa Sawah Sistem Bayar Panen (Yarnen) Perspektif Hukum Positif dan Hukum Islam*. *Jurnal Penelitian Multidisiplin Ilmu*, 1 (3), 527-534.

Suryaman, I. (2018). *Analisis Hukum Islam Tentang Praktik Sewa Menyewa Lahan Pertanian Dengan Sistem "Emplong"* (Studi Kasus di Kampung Kuripan Kecamatan Padang Ratu Kabupaten Lampung Tengah) (Doctoral dissertation, UIN Raden Intan Lampung).

Syaripudin, E. L., Rosita. (2022). *Analisis Hukum Ekonomi Syariah Tentang Praktik Sewa Menyewa Tanah Dalam Sistem Pembayaran Hasil Panen* (Studi Kasus Di Gunung Papandayan Desa Cisero Kecamatan Cisurupan Kabupaten Garut). *Jurnal Jhesy*, 1 (1), 1-11

Trinisa, A. S. (2023). *Perspektif Hukum Islam Terhadap Praktik Sewa Menyewa Lahan Pertanian Yang Sudah Ditanami Pohon Kelapa* (Studi di Desa Banjar Agung Kecamatan Jati Agung Kabupaten Lampung Selatan) (Doctoral dissertation, UIN Raden Intan Lampung).