

Mudharabah Musytarakah in Ijarah Practice

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Abstract: This research investigates the implementation of mudharabah musytarakah in ijarah practices within fish management cooperation in Nagari Rambatan, Tanah Datar Regency. The study addresses three main questions; How is fish management cooperation practiced in Nagari Rambatan?, How is leasing applied within this cooperation? And how is the mudharabah musytarakah contract implemented in these leasing practices. This field research employs a qualitative approach, utilizing interviews and documentation for data collection. Informants include the fish management group, pond owners, and tenants. Data sources comprise both primary sources (direct participants) and secondary literature (books, journals, and previous studies). Source triangulation is used to ensure data validity. Findings reveal that a mudharabah musytarakah partnership exists between the fish management group and pond owners. The management group bears the cost of fish seeds, feed, and pond maintenance. Profit-sharing is informal—no fixed percentage is determined at the contract stage; instead, the group shares profits with the pond owner based on realized outcomes. In terms of ijarah, the fish management group leases pond space to tenants. The tenant contacts the group's leader directly, and the leased pond area has been previously agreed upon between the management group and the pond owner. From the rental income, the group pays IDR 200,000 to the pond owner. Thus, the implementation of mudharabah musytarakah and ijarah is evident through collaborative agreements and shared responsibilities, despite informal practices, indicating a unique hybrid application of Islamic economic contracts in local fishery management.

Keywords: Mudharabah Musytarakah, Ijarah (Leasing), Sharia-Compliant Partnership

Introduction

Mudharabah, Musyarakah/Syirkah, and Ijarah are contracts that are widely practiced by the community in conducting cooperation. This issue occurs in many regions with different community traditions in doing so. Many cooperation practices carried out by the community are only in the form of mudharabah, musytarakah / shirkah and ijarah which are carried out separately or only in one form of cooperation, as is done in Perhentian Luas Village, Logas Tanah Barat District, Kuantan Singingi Regency, Riau Province. (Asia, 2023) The implementation of cooperation in the form of mudharabah occurs in various places such as in Tadoy Village, East Bolaang District, Boolang Mongondow Regency, North Sulawesi Province. The implementation of cooperation in the form of mudharabah carried out in the

village is in the form of managing fishermen's business capital. (Timumu, 2023) The cooperation carried out also exists in the form of Ijarah, as happened in Tambak Village, Lekok District, Pasuruan Regency, there is an implementation of cooperation in the form of ijarah in the form of an ijarah contract mechanism in fish farming practices. (Salsabilla & Sonjaya, 2023)

Based on the above phenomenon, it can be seen that the practice of cooperation carried out by the community is only in one form of cooperation. The implementation of cooperation in the form of mudharabah, musytarakah/shirkah and ijarah in various regions is often carried out separately or only in one form of cooperation, but in Rabu Bawah Village, which is located in Jorong Rambatan, Nagari Rambatan, Rambatan District, Tanah Datar Regency there is cooperation in the form of mudharabah, musytarakah/shirkah, and ijarah carried out simultaneously. The cooperation is in the form of fish management carried out by a fish management group with the community that owns the fish pond/tabek and involves a third party (the person who rents).

Based on the initial survey conducted by the author, the fish management group received freelance assistance from the Tanah Datar Regency Fisheries Service in the form of fish seeds, but the fish management group lacked fish ponds to manage the fish. Then there was a fish pond that had not been used by the owner for a long time, then the fish management group went to the residence of the owner of the fish pond, and there was a cooperation agreement between the fish management group and the owner of the fish pond, where later the fish management group shared the benefits obtained to the owner of the fish pond. This fish management group consists of 13 women who live in Rabu Bawah Village in Nagari Rambatan, Tanah Datar Regency. In practice, the fish management group rents out tabek/fish ponds to third parties. In carrying out fish management, each group member has the responsibility to keep the pond clean and feed the fish.

Many previous researchers have discussed mudharabah musytarakah and ijarah. The author found several articles related to mudharabah musytarakah. From the various articles, the author categorizes them into two perspectives, *first*, in the view of Islamic economics on the implementation of mudharabah musytarakah that occurs in Sidomulyo Village, Silo District, Jember Regency. (Widiyanti, 2022): 64, *second*, in the view of Sharia Economic Law on the implementation of cooperation in the form of mudharabah musytarakah that occurred in Banjarmasin. (Hidayatullah, 2020). The author also finds several articles that discuss ijarah, and the author also categorizes them into several perspectives. *First*, in the perspective of Islamic law on cooperation carried out in the form of ijarah that occurs in Kalangsono Village, Banyuputih District, Batang Regency. (Setiawan, 2023). *Second*, in the perspective of Sharia Economic Law on cooperation carried out in the form of an ijarah contract that occurs in Bumi Nabung Baru Village, Bumi Nabung District, Central Lampung Regency. (Saharani, 2018)

So far no one has discussed and studied the implementation of Mudharabah Musytarakah in Ijarah Practices: Study of Fish Management, only limited to one form of cooperation such as shirkah, mudharabah, and ijarah. This research is very important to do, so that later it can provide understanding to the public regarding the application of the mudharabah musytarakah cooperation contract in ijarah practices that are in accordance with the provisions of Islamic law and do not conflict with sharia principles.

Literature Review

Akad

Etymologically, akad is defined as a bond or rope that binds. (Abdullah et al., 2018) Fiqh scholars provide an understanding of the contract, namely all words spoken with the aim of explaining desires that have a match. (D. Rizal et al., 2023) Akad in the Indonesian dictionary means agreement and contract. In the teachings of Islamic law, the contract is defined as a method used by humans to obtain a property in daily life. (R. F. Rizal et al., 2024) Hasbi Ash-Shiddieqy provides an understanding of the contract, he says that the contract is an agreement made between ijab and qabul in a way that is in accordance with shara' with the willingness of both parties. (Syufa'at et al., 2025) The legal basis that regulates the contract is found in the Qur'an, Prophetic Hadiths, and is also found in fiqh rules. (Nabilah et al., 2025) The pillars of the

contract are the parties to the contract, the object of the contract and the sighthat/phrase of ijab and qabul. Meanwhile, the conditions of the contract consist of a contract in accordance with the provisions of Islamic law, mutual willingness between the parties to the contract and the contract must be clear. (A. Zaenurrosyid et al., 2024)

There are two types of contracts in terms of the parts contained in the contract. *First, Akad Musammah*, which is a contract whose provisions have been established in Islamic law (Mustofa et al., 2024) and there is a law governing these provisions, such as mutual assistance contracts, profit sharing contracts and so on. *Second, Ghairu Musammah* contract, which is a contract whose legal provisions do not yet exist in Islamic law. Akad in terms of its provision is also divided into two. *First, Musyara'ah Akad*, which is a contract that is permitted in Islamic law such as a sale and purchase contract, cooperation contract and so on. *Second, Akad Mamnu'ah*, which is a contract or contract that is prohibited in Islamic law such as selling fish in a pond and so on. Akad from the nature of the object is divided into *Akad 'Ainiyah*, which is a contract that is recommended in the presence of goods that are directly handed over, as in the case of buying and selling and *Akad Ghairu 'Ainiyah*, which is a contract that is carried out without the delivery of goods, such as online buying and selling, where in online buying and selling, the contract has been made but the goods are not yet owned by the other party to the contract. Finally, from the way it is carried out, the contract is divided into contracts that are carried out formally, such as in a wedding ceremony and *akad ridha'iyyah*, this contract can be interpreted as a contract based on the principle of willingness of both parties to the contract. (Ardi et al., 2020)

The implementation of the contract is carried out in several forms, including a contract in the form of words, a contract carried out by deed, a contract carried out by gesture, and a contract in writing. The purpose of implementing a contract is to bind the parties carrying out a muamalah activity. The contract also aims to prevent the parties to the contract from breaking promises in an agreement that has been entered into. In carrying out the contract, there are several principles that must be considered, including the principle of ibahah, the principle of freedom, the principle of consensualism, the principle of binding promises, the principle of balance, the principle of benefit, the principle of trust, the principle of justice. The above principles must be considered by the parties to the contract, so that they are in accordance with the provisions of Islamic law. (Insawan et al., 2025) The contract can end due to several things including the end of the agreement between the parties to the contract, the end of the contract due to fasakh and the end of the contract due to death, if one of the parties dies, the contract will end. (Ahmad et al., 2024)

Mudharabah

Mudharabah is a bond or agreement between two or more parties, where one party hands over a certain amount of capital, while the other party manages the capital, and if the profit is shared according to a mutually determined agreement. Mudharabah can also be interpreted as a bond or agreement made by at least two or more parties, where the first party as the owner of the capital (shahibul mall) provides funds to the second party as the one who manages (mudharib) to do a job. (Rasyid, 2021) The provisions regarding the permissibility of making mudharabah contracts are found in the Quran, hadiths, and are also found in fiqh rules. (Hidayatullah & Fadillah, 2022)

As for the opinion of the majority of scholars regarding the pillars in carrying out mudharabah, according to the Malikiyah scholars, the pillars of mudharabah consist of *Ra'sul Mall* (Capital), al-amal (business done), profit, aqidain (the parties to the contract). The pillar of mudharabah according to the Hanafiyyah scholars is the existence of shighat. The majority of scholars argue about the pillars in mudharabah, according to the majority of scholars the pillars of mudharabah are divided into three including the parties to the contract, capital and sighthat or the utterance of ijab and qabul. (Sapuan, 2016) Some of the provisions of mudharabah are that the capital used must be in the form of money that has been determined during the contract and handed over to the managing party, if it is profitable, then the profit sharing is carried out in accordance with the initial agreement and cannot be done by one party only, the capital from the owner of the capital is then handed over to the one who manages or the worker, in the event of a loss, the loss is borne by the shahibul mall, while the manager gets a loss in the form of not getting

anything, the business carried out in the mudharabah contract must be halal and must not conflict with Islamic law, the parties to the mudharabah must be legally competent, and may not combine mudharabah assets with personal property. (Sunarto et al., 2025)

There are several types of mudharabah. *Mudharabah Mutlaqah* is a contract where the owner of the capital hands over his capital to the manager with the aim that the manager carries out a business where the place, time, nature of the business is not determined by the owner of the capital. *Mudharabah Muqayyaddah*, is a cooperation agreement in the form of capital submitted by the owner of the capital to mudharib to carry out business, but the place, time, and nature of the business are determined by the owner of the capital. (Asyiqin, 2025) *Mudharabah Musytarakah* is a cooperation contract carried out by two or more parties, where each party equally has capital, but in this cooperation it is only managed by one party, then the profits and losses obtained are divided according to the provisions stipulated when implementing the contract. (Fadillah Mursid et al., 2023)

According to fiqh scholars, there are things that cause the mudharabah contract to expire, including the conditions of the mudharabah contract are not fulfilled, and both parties declare the agreement void, one of the parties or both of them die, according to the majority of scholars if one of the parties dies, the mudharabah contract becomes void. However, according to the Malikiyyah scholars, the contract is continued by the heirs of the deceased party, if the owner of the capital (shahibul mall) leaves Islam, the cancellation of the agreement made by the parties and the loss of the object in the mudharabah contract. (Febrianti & Suryani, 2021)

Islam allows mudharabah to make it easier for the parties to carry out a cooperative business. There are some people who have capital or property but cannot manage it, and there are also parties who do not have capital, but are able to do a business. (Ishak et al., 2022) Therefore, Islam strongly prescribes this mudharabah cooperation in order to get profit. This cooperation in terms of mudharabah needs each other. The *shahibul mall* party needs mudharib to manage the business, while the mudharib party also needs shahibul mall so that the business can run. (Yudiyanto et al., 2023)

Shirkah

Shirkah has two meanings, namely *al-Ikhtilat* (merging or mixing), and *al-hishshah* (share). (Jusoh Yusoff, 2024) Shirkah linguistically comes from Arabic, namely *syaraka* which is defined as mixing a private property with someone else's property. It can be interpreted that shirkah in language is *ikhtilat* (mixing). Shirkah in terms can be defined as an agreement made by two or more people in which combining one person's property with another person by doing a business and if the profit is obtained, it is divided according to the agreement. As for the provisions regarding the permissibility of doing a syirkah contract, it is found in the Quran and hadith.

There are about the pillars and conditions of shirkah among them are; the pillars of Shirkah consist of sijhat (Ijab and Qabul), the parties to the contract and the object of the contract. (Yuliana et al., 2024) The conditions of shirkah related to the person who makes the contract are that they are mature and have the power to hand over or get power from others. Terms related to the object of the contract, including the capital provided must be in the form of mitsli. Mithli assets are assets that are easy to obtain, there are similarities between the form and characteristics of the goods and the capital is collected in advance before the contract is made with the aim of understanding the shares of the parties to the contract. While the conditions relating to shigat, In doing a shirkah contract, the shigat or utterance of ijab and qabul is required to be a firm utterance from the owner of the capital.

In general, shirkah is divided into three. *First*, *Shirkah Ibahah* is a union carried out by many parties with the aim of feeling the benefit of something that is not yet owned by individuals such as enjoying the benefits of river water and so on. *Secondly*, *Shirkah Milik* is an alliance undertaken by many parties with the aim of gaining profit. *Third*, *Shirkah Uqud* is an alliance carried out by two or more people in terms of property and profit. Syirkah uqud is divided into *Shirkah Inan*, which is a partnership carried out by two or more people in which each party participates in working and providing capital. The profits obtained are divided according to the agreement, while if there is a loss, the loss is borne by each party based on the

capital provided when making the contract. *Shirkah Abdan*, is a partnership entered into by two or more people, where the parties only participate in working without providing capital. The law in carrying out shirkah abdan is permissible.

The types of shirkah consist of *Shirkah Mudharabah*, which is an alliance made by two or more people where one party participates in working while the other party provides capital. The law in carrying out this shirkah is permissible in accordance with the Prophet's Hadith and scholarly consensus. *Shirkah Wujuh*, is a cooperation carried out by several parties, where the first and second parties are involved in doing the work while the third party is the capital provider. The law in doing this shirkah wujuh is permissible. *Syirkah Mufawaddah*, is a syirkah carried out by two or more people who mix all kinds of syirkah (*Syirkah Inan*, *Syirkah Abdan*, *Syirkah Mudharabah*, *Syirkah wujuh*, *syirkah Mufawadah*). An example of syirkah mufawadah is the first party provides capital to the second and third parties as managers, then the second and third parties both agree that participate in providing capital. (Zakariya Ansori et al., 2023)

The shirkah agreement can be terminated due to several things including one of the parties resigning from the cooperation carried out, one of the parties to the union dies, one of the parties cannot be subject to legal actions such as the party experiencing mental disorders and one of the parties apostatizing (leaving Islam). (Pris Firdaus et al., 2024)

Ijarah

Ijarah means wages, rent, or can also be interpreted as compensation. In terms of ijarah, it can be interpreted as an agreement made by several parties with the aim of transferring the benefits of something in the form of goods or services accompanied by payment of a predetermined rent. There are several scholars who argue about the meaning of ijarah. Various scholars have put forward definitions of ijarah. Hanafiyah scholars explain that ijarah is an agreement or contract that regulates the transfer of the benefits of an item in exchange for payment of rent. In the view of the Shafi'iyyah Ulama, ijarah is defined as an agreement regarding the benefits of a certain item carried out in accordance with the provisions of Islamic law, with a substitute in the form of rent. Malikiyyah and Hanabilah scholars view ijarah as the transfer of ownership of benefits within a certain period of time without transferring ownership of the goods themselves, accompanied by payment of a predetermined rent. Meanwhile, Shaykh Shihab Al-Din and Shaykh Umairah define ijarah as a contract that aims to transfer the benefits of an item in exchange for payment of rent. (Hassan et al., 2023)

Amir Syarifuddin states that ijarah is a transaction for the benefits of a good or service within a certain time for a certain fee. (Ghoni et al., 2020) Mughni al-Muhtaj, a scholar from the Shafi'iyyah, states that ijarah is a payment for the benefits that have been used, which is permitted according to Islamic law with agreed compensation. Syafi'i Antonio, an Indonesian Muslim scholar, argues that ijarah is an agreement or contract to transfer the right to use a good or service from one party to another through a lease mechanism without transferring ownership. (Firdausi, 2021) Sayyid Sabiq also argues that ijarah is an agreement between several parties, where one party can utilize a good or service in exchange for the rent given. (Muhit et al., 2024)

The provisions regarding ijarah contracts are permissible or permissible, as regulated in the Qur'an, Hadith, and have received agreement (ijma') of the scholars. The pillars and conditions of the ijarah contract include several important aspects. The pillars of ijarah consist of the existence of two parties to the contract, namely mu'ajir (the renting party) and musta'jur (the rented party), the implementation of shighat in the form of ijab and qabul, the existence of transferred benefits, and the agreed wage or reward. Meanwhile, the conditions of ijarah include the element of willingness of both parties in making a contract, the goods in the contract must be goods that can be utilized in accordance with the provisions of the Sharia, do not have defects in the leased object, and it is recommended to use common objects such as houses, vehicles, and so on. In addition, the contracted goods must have halal and non-harsh benefits, and the rental payment must be determined and known by the parties to the contract. (Gojali et al., 2022)

In the book al-Badaa'i' u ash-Shana'i' by Al-Khasani, it is explained that an ijarah contract can end for several reasons, including the object of the contract is unknown or lost, the agreed period of time has

expired, or one of the parties to the contract dies. According to Imam Hanafi, one of the parties can terminate the ijarah contract if an event beyond his control occurs, such as a fire in the leased building, theft of the leased object, and other emergencies. (Kamali, 2007)

Method

The type of research that the author uses is field research using a qualitative approach, which examines the law and describes an event that occurs in a community, which in this case is the practice of fish management cooperation. This research is descriptive qualitative in nature which produces descriptive data in written or oral form from actors related to the object that the researcher examines.

Results and Discussion

Fish Management Cooperation Practices in Nagari Rambatan

Cooperative practices in terms of fish management occur between fish management groups and fish pond owners. The fish management group consists of 13 people who live in Rabu Bawah Village, Jorong Rambatan, Nagari Rambatan, Rambatan District, Tanah Datar Regency.

Table 1. The Names of Group Members

Name	Age	Position
Despamerri	51 years old	Group Leader
Nofimal Yetri	45 years old	Group Member
Reflina	47 years old	Group Member
Yenni	43 years old	Group Member
Reni Marlina	46 years old	Group Member
Efridawati	50 years old	Group Member
Aida Gusni	57 years old	Group Member
Ermis	55 years old	Group Member
Elpiana M	56 years old	Group Member
Irdawati	59 years old	Group Member

The practice of cooperation that occurs between the fish management group and the owner of the fish pond, where the fish management group has capital in the form of fish seeds, fish food, and fish pond cleaning costs, while the owner of the fish pond has capital in the form of a fish pond to manage fish, but in this collaboration only managed by one party, namely the fish management group.

The agreement between the fish management group and the owner of the fish pond is done verbally, where the fish management group comes to the fish pond owner's house and there is a cooperation agreement between the fish management group and the owner of the fish pond. In the life of the community, especially people who live in villages, the implementation of contracts is mostly done orally in accordance with the traditions and customs that develop in the community, this is because of the mutual trust between the parties to the contract. Regarding the terms of profit sharing, when making a contract, the fish management group and the owner of the fish pond, there is no set percentage of profit sharing, but only to the extent that if they get a profit, then there is a share given to the owner of the fish pond.

This form of cooperation between the fish management group and the owner of the fish pond is called Mudharabah Musytarakah in muamalah fiqh theory. Mudharabah Musytarakah is defined as a collaboration carried out by two parties, where each party has capital, but only managed by one party, and profits and losses are shared according to the agreement made when doing the contract. In this fish management cooperation, the fish management group has capital in the form of fish seeds, fish food costs, and fish pond cleanliness, while the owner of the fish pond has capital in the form of a fish pond, but in this cooperation it is only managed by one party, namely the fish management group.

Leasing Practices in Fish Management Cooperation in Nagari Rambatan

Leasing practices are carried out between the fish management group and the tenant, where in this case the tenant comes to the house of the head of the fish management group and asks whether the fish pond is rented out or not. Furthermore, the group leader first asked the group members and the owner of the fish pond whether it was allowed to be rented out or not. After it was allowed to be rented out, there was an agreement between the fish management group and the tenant, where the tenant could use the fish pond for fishing, but had to pay rent. Furthermore, regarding the rent, the fish management group and the tenants agreed that the rent was IDR 200,000 each person.

In this leasing practice, the agreement occurs verbally and without any element of coercion. The object leased by this fish management group is a fish pond that has previously been agreed with the owner of the fish pond with a fish pond area of approximately 8 by 4 meters. Because the fish pond that is rented out has been agreed with the owner of the pond, there is a distribution of rent given to the owner of the fish pond. Regarding the distribution of rent, the fish management group and the owner of the fish pond both agree, because there are 3 tenants, then IDR 200,000 for the pond owner and IDR 400,000 for the fish management group.

Application of Mudharabah Musytarakah in Leasing Practices on Fish Management Cooperation in Nagari Rambatan

There is cooperation in terms of fish management carried out by the fish management group with the owner of the fish pond. In terms of fish management cooperation, each party has capital. The fish management group has capital in the form of fish seeds and the owner of the fish pond has capital in the form of a fish pond. Furthermore, there is also the implementation of cooperation in the form of leasing carried out between the fish management group and the tenant, where the management group leases the fish pond that has been cooperated with the owner of the pond to the tenant. The cooperation is carried out based on the agreement of the parties.

Cooperation in the form of fish management is a collaboration carried out by the fish management group with the owner of the fish pond, where the fish management group has capital in the form of fish seeds, fish food, while the pond owner has capital in the form of a fish pond. but in this collaboration only managed by the fish management group. Cooperation in the form of leasing can be interpreted as an agreement made by several parties with the aim of transferring the benefits of something in the form of goods or services accompanied by payment of a predetermined rent, but without being accompanied by the transfer of ownership of the leased goods or services. In this case, the lease is carried out by the fish management group with the owner of the fish pond where the fish pond is used by the tenant.

There is an application of a mudharabah contract and leasing or ijarah, where the fish management group cooperates with the owner of the fish pond where the object is a fish pond. Furthermore, the cooperated fish pond is leased back to the tenant, along with the rent given to the fish management group. It can be seen that the parties who cooperate both in the form of mudharabah musytarakah and in the form of ijarah are carried out without any element of coercion. Initially, cooperation in the form of mudharabah musytarakah was carried out between the fish

management group and the owner of the fish pond. After that, there was a cooperation contract in the form of ijarah carried out by the fish management group with the tenant. It can be said that the application of contracts that occur between mudharabah musytarakah and ijarah are related to each other. In terms of the application of this contract, the main contract is the mudharabah musytarakah contract, this is because with the mudharabah musytarakah contract, the ijarah or lease contract can be carried out.

Conclusion

Based on the research findings, it can be concluded that the practice of fish management cooperation in Nagari Rambatan, Tanah Datar Regency, demonstrates a unique implementation of mudharabah musytarakah combined with ijarah principles. The collaboration between fish pond owners and fish management groups involves a shared capital contribution, wherein the pond owner provides the physical pond while the fish management group bears all operational costs. However, the absence of a clearly defined profit-sharing ratio at the time of contract raises concerns from the perspective of sharia compliance, particularly regarding transparency and legal certainty (gharar). Furthermore, the subsequent leasing of the same fish pond to third-party tenants for a fixed fee by the fish management group indicates a layered contract structure, which combines elements of mudharabah musytarakah and ijarah. Although such a hybrid model is rarely found in practice, its presence in Nagari Rambatan suggests the need for more detailed legal scrutiny and guidance to ensure alignment with the principles of Islamic economic law, particularly in relation to fairness, clarity of contract (akad), and profit-risk distribution.

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Conflict of Interest

This article has no conflicts of interest.

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