

ADR Mechanisms and Shulhu Concept in Resolving Breach of Harvest Wage Contracts

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Received: 22-08-2025

Revised: 26-08-2025

Accepted: 31-08-2025



Abstract: This study investigates the issue of delayed wage payments in the ijarah contracts for corn harvesting in Kampung Taruko, Nagari Malampah Barat, Pasaman Regency. Employing field research and in-depth unstructured interviews with landowners, harvesters, mamak rumah mediators, village heads, and Islamic scholars, the research identifies that delayed payments mainly occur because harvest proceeds are utilized to repay debts to corn traders (toke) and cover daily expenses such as food and education. This practice violates the essential principle of ijarah contracts, which mandates immediate payment upon the completion of work. Such delays constitute breach of promise (wanprestasi) and conflict with Islamic economic principles of justice and trust (amanah) found in fiqh muamalah. These delays have tangible negative consequences, including disputes between landowners and harvesters, erosion of worker motivation and trust, disruptions in the harvesting process, and economic hardship for harvesters who depend primarily on timely wages. From an Islamic legal perspective, withholding rightful wages is considered zalim (oppressive). Dispute resolution is effectively handled through family deliberations mediated by the mamak rumah, reflecting Alternative Dispute Resolution (ADR) in positive law and the Islamic concept of shulh (amicable settlement). This method preserves social harmony, justice, and community relations without resorting to formal legal proceedings.

Keywords: Ijarah Contract, Wage Delay, Shulh, Alternative Dispute Resolution

Introduction

Wages constitute an inherent right of every worker as recognition of their services and efforts. In Islam, wage payments are regulated through the ijarah contract, which emphasizes clear benefits and the obligation to pay immediately upon completion of work (Al Fasiri, 2021). The Prophet Muhammad (SAW) even emphasized that wages should be given before the worker's sweat dries, as fulfillment of rights that must not be delayed (Yono & Amelia, 2021). This principle underscores the importance of justice and certainty in employment relationships. However, societal reality shows that these provisions are not fully implemented. In Kampung Taruko, Nagari Malampah Barat, Pasaman Regency, practices of delaying corn harvest wage payments persist. Although agreements stipulate payment after harvest sales, field owners often delay or only partially fulfill promised wages. This causes economic losses for workers and potentially triggers disputes while eroding trust between workers and landowners.

Such wage delay practices can be categorized as wanprestasi (breach of promise), a violation of agreed obligations in a contract (Satiah & Amalia, 2021). In the context of muamalah, wanprestasi impacts

not only legal aspects but also social relations and ongoing cooperation within the community (Husna, 2019). Therefore, this issue requires in-depth study to identify causes, impacts, and resolution mechanisms. This research focuses on corn harvest wage delay cases in Kampung Taruko, aiming to provide comprehensive analysis of wage practices, factors causing wanprestasi, and solutions aligned with sharia principles and positive law. The findings are expected to serve as references for communities, customary leaders, and nagari governments in building fair, transparent, and sustainable work systems.

Literature Review

Legal Review on Wages (Ijarah)

Wages in Islam fall under the category of ijarah, which relates to employment contracts. Linguistically, ijarah means "wages," "compensation," or "reward." Thus, the term ijarah has a broad meaning, encompassing payment for the use of an object, compensation for an activity, or wages for performing specific tasks (Hartati et al., 2021). In the Indonesian dictionary, wages are defined as money or other forms of payment given as compensation for services or as payment for labor expended to complete work (Halim, 2021). Islam provides guidance that wages should be delivered upon completion of work. Workers are encouraged to expedite their services to employers, while employers are advised to promptly pay wages. It can be concluded that wages or al-ujrah represent payments or rewards that can take various forms, given by an individual, institution, or agency to another for their efforts, work performance, or services rendered (Lailatul Maufiroh & Fadllan, 2022). Wages constitute a worker's right that must be paid according to the type of work performed. The default legal status of wages is permissible (mubah), but when involving someone's livelihood rights, it becomes obligatory.

The pillars of ujrah in Islamic concept refer to the essential elements required for the validity of an ijarah contract (wage-for-labor agreement). There are four main pillars: (1) the contracting parties, namely the mu'jir (employer/wage payer) and musta'jir (employee/wage recipient), with the condition that both parties must be legally competent and have reached puberty; (2) sighat or the declaration of ijab and qabul, which can be through speech, writing, gestures, or even silence, provided there is clarity on the contract's duration or timeframe; (3) wages or compensation given to the musta'jir, where the amount must be clear, free from uncertainty, and paid according to the benefit received; and (4) the benefit, namely the form of work or service performed, which must be clearly defined to prevent the contract from being fasid (invalid) (Waruwu, 2022). In Islamic law, ujrah (wages) must have a clear quantity, type, and value, consisting of lawful property according to sharia. The contract is conducted with the free consent of both legally competent parties, without coercion, and through fair agreement to avoid harming the weaker party. The benefit of the work must also be clearly defined in form and timing, deliverable, and free from defects. Thus, clarity of wages, work object, and mutual consent become the primary conditions for the validity of the ujrah contract (Utama, 2023). There are two types of ijarah: ijarah ala al-manafi (lease) and wage-for-labor. In leasing, the object is the benefit of goods like houses or vehicles, while in wage-for-labor, the object is labor or services. Both forms demand clarity of benefits, payment agreements, and mutual responsibility to prevent disputes. Wage payments must be timely. Abu Hanifah allows installment payments according to benefits, while Imam Syafi'i and Ahmad assert that wage rights exist from the contract's inception. The Prophet commanded wages to be given before the worker's sweat dries, making unjustified delays a breach of promise. Therefore, wage payments must be fulfilled according to the contract to uphold justice and avoid disputes (Azizudin & Mokhtar, 2019).

Resolution of Breach of Promise in Positive Law and Islam

According to Indonesian civil law, Article 1320 of the Civil Code states that the validity of an agreement is determined by the consensus of the parties (Patricia Caroline Tiodor et al., 2023). If agreements are not made in writing, they become difficult to prove in disputes. Therefore, both Islamic law and positive law strongly emphasize documenting agreements as a form of legal protection (Irayadi, 2021). Furthermore, Article 1338 of the Civil Code declares that valid agreements bind the parties as law (pacta

sunt servanda), making them obligatory to fulfill (Yunanto, 2019). In dispute resolution, Indonesian positive law recognizes two paths: non-litigation and litigation. Non-litigation resolution (ADR), as regulated in Law No. 30 of 1999, includes arbitration, negotiation, mediation, conciliation, and expert assessment, considered faster, more effective, and flexible than court proceedings. Meanwhile, litigation occurs through formal and technical lawsuit processes in court, based on Article 24 of the 1945 Constitution and Civil Code provisions. Litigation tends to be time-consuming and results in win-lose decisions but remains the primary legal instrument when out-of-court settlements fail (Maskufa, 2015).

Islamic law grants freedom to parties to determine the form of contracts, as long as they meet the conditions for valid ijab and qabul. Valid contracts carry legal force, whether through speech or actions indicating agreement. To ensure legal certainty and prevent disputes, Islam recommends written agreements witnessed by others, as commanded in QS. Al-Baqarah: 282. Principles of honesty, transparency, and prohibition of deception or withholding others' rights form the foundation, supported by Quranic verses such as QS. Ali Imran: 75 and QS. Al-Baqarah: 188, which emphasize trust (amanah) and forbid taking wealth unjustly. The Prophet Muhammad (SAW) also stated that breach of promise is a sign of hypocrisy, except in cases of force majeure beyond one's control (Afdawaiza, 2008). In resolving disputes due to breach of promise (wanprestasi), Islam recommends a peaceful approach (ash-shulhu) aimed at ending conflicts justly and responsibly. Shulhu is viewed as a valid contract to restore brotherhood, prevent enmity, and rebuild good relations between parties. Its legal basis is found in QS. Al-Hujurat: 10 and QS. An-Nisa: 114, which emphasize the importance of peace. Thus, resolution of wanprestasi in Islam focuses not only on sanctions or compensation but also on restoring justice, maintaining brotherhood, and achieving social peace (Khaironnisa et al., 2022).

Method

This study employs field research with a qualitative approach to examine wage delay phenomena in corn harvesting contracts at Kampung Taruko, Jorong Kampuang Tabek, Nagari Malampah Barat, Tigo Nagari District, Pasaman Regency. The researcher serves as the primary instrument, supported by field notes and audio recordings. Primary data sources include cornfield owners breaching contracts, harvesters, and mamak rumah mediators. Secondary data come from local residents and Islamic scholars. Unstructured interviews were conducted with landowners, workers, community members, village heads, scholars, and mediators to gather in-depth insights. Data analysis uses descriptive methods to systematically interpret field notes, interviews, and documentation, focusing on dispute resolution practices. Data validity is ensured through source triangulation, cross-verifying information across informants regarding wage breach settlements.

Results and Discussion

The issue of delayed wage payments for corn harvesters in Kampung Taruko, Jorong Kampuang Tabek, Nagari Malampah Barat, reveals significant socio-economic and legal challenges rooted in contradictions between customary practices and both Islamic and positive legal principles. Many landowners allocate harvest proceeds primarily to settle debts with corn traders (toke) or meet pressing household needs, disregarding the fundamental ijarah contract requirement to pay workers immediately upon work completion. This practice transgresses the Islamic commercial jurisprudence principle, wherein delaying payment without valid sharia reasons is considered *ingkar janji* (breach of promise or *ta'khir al-wafa'*) and classified as *zalim* (oppressive) behavior because it withholds workers' rightful wages unjustly. The negative implications of delayed payments extend beyond economic hardship to erode the social fabric. Harvesters, deprived of their rightful wages, face difficulty covering basic necessities and experience psychological distress manifesting as disappointment, diminished trust toward landowners, and reduced motivation to engage in future labor. Economically, since many harvesters rely on daily income from wages, payment delays threaten their subsistence, directly contravening the justice ('adl) and trust

(amanah) principles enshrined in Islamic economic fiqh and emphasized by Quranic injunctions and prophetic traditions.

Conflicts arising from wage delays do not typically escalate into formal litigation, largely due to procedural complexities, social costs, and community dynamics. Instead, tensions manifest socially as strained relationships, weakened communication, and occasional protests by workers. Despite such challenges, the communities predominantly resolve disputes through informal family deliberations mediated by mamak rumah, respected elders who facilitate dialogue, ensuring grievances are heard and exposing landowners' financial constraints. These negotiations frequently yield compromises, such as scheduled staggered payments, which balance economic realities with equitable treatment, thus preserving social cohesion critical in agrarian communal settings.

This resolution mechanism resonates with the principles of Alternative Dispute Resolution (ADR) under Indonesian positive law and the Islamic concept of *ash-shulhu* (amicable settlement). Indonesian Law No. 30/1999 encourages ADR modalities—mediation, arbitration, negotiation—valued for their expediency, flexibility, and harmonious outcomes compared to protracted court litigations. Similarly, Islamic legal doctrine prioritizes *shulh* as a legitimate, binding contract aiming to restore brotherhood (*ukhuwah*), prevent enmity, and re-establish justice, as explicated in Quranic verses such as QS. Al-Hujurat:10 and QS. An-Nisa:114. The Qur'an's prohibition against unlawful acquisition of wealth manifests in the condemnation of wage withholding as a violation of amanah. The practice of *musyawarah* in Kampung Taruko exemplifies an effective synthesis between formal legal frameworks and Islamic ethical values, illustrating legal pluralism where national laws and religious norms coalesce to address local disputes. Such consensual conflict resolution reinforces social capital, ensuring justice while maintaining community solidarity indispensable for sustainable rural livelihoods.

However, despite the efficacy of this customary mediation, continuing education on contractual obligations in *ijarah* agreements is imperative. Many landowners lack full awareness or commitment (amanah) regarding the fastidious fulfillment of contractual promises. Enhancing understanding of Islamic contract ethics and legal duties can reduce instances of delay or breach, fortify trust, and optimize labor relations. Systematic training programs engaging customary leaders, religious scholars, community members, and governmental agents are essential to promote responsible contract performance and worker protection. Moreover, institutional support from local government and religious authorities can strengthen mediation processes by standardizing guidelines, monitoring compliance, and facilitating dispute documentation, thereby integrating the informal dispute mechanisms with formal legal protections. Encouraging transparency in financial transactions linked to crop sales may diminish resource diversion contributing to wage delays, fostering financial accountability. Incorporating these reforms will yield multifaceted benefits: upholding legal and religious imperatives of justice and amanah, securing harvesters' livelihoods, enhancing social harmony, and ensuring the viability of the agricultural labor market. The Kampung Taruko experience underscores the vital role that culturally attuned, faith-congruent dispute resolution methods like *ash-shulhu* and ADR play within inclusive governance frameworks. It offers a replicable model for other rural contexts where similar socio-legal issues arise at the intersection of customary practice, national law, and Islamic principles. In sum, the resolution of delayed harvest wage disputes in Kampung Taruko through family mediation aligned with ADR and *shulh* principles highlights the integrative power of combining Islamic jurisprudence with positive legal mechanisms. This approach preserves social relationships, mitigates conflict, and promotes justice while accommodating complex economic realities. Yet, sustained progress hinges on committed legal education, institutional partnership, and reinforcement of amanah to realize enduring equitable labor practices consistent with both sharia and national law.

Conclusion

The resolution of delayed wage payments in Kampung Taruko demonstrates the critical importance of aligning contractual obligations with both Islamic and positive legal frameworks to uphold justice and

protect workers' rights. The practice of resolving disputes through family mediation in accordance with ash-shulhu and Alternative Dispute Resolution principles effectively maintains social harmony and community trust while addressing economic realities. Nevertheless, persistent challenges such as financial constraints of landowners and limited legal awareness among parties necessitate ongoing education and institutional support. Strengthening amanah and contractual responsibility among landowners, alongside formalizing customary dispute mechanisms, is essential to ensure timely wage fulfillment and sustainable labor relations. This integrative approach offers a valuable model for rural dispute resolution that harmonizes sharia principles with national law, promoting equitable, peaceful, and just labor practices.

Acknowledgement

Thanks are due to all those who have helped in the process of researching and writing this article.

Conflict of Interest

This article has no conflicts of interest.

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