



Research Paper

The Suitability of the Concept of Muzara'ah in the Practice of Dhu'um Labengan Tobacco Plants in the Perspective of Islamic Law

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ARTICLE INFO

Keywords:

Akad, Muzara'ah,
Dhu'um Labengan,
Plant, Islamic Law

Article history:

Received: 2022-07-21
Revised 1: 2023-06-22
Revised 2: 2024-08-17
Accepted: 2024-08-17
Available online: 2024-08-18

To cite in APA style:

ABSTRACT

The main problem faced by the community in East Duko village is related to the work of land for tobacco plants. The purpose of this study is to analyze the practice of dhu'um labengan tobacco plants based on the concept of muzara'ah from the perspective of Islamic law. This research is a type of qualitative research, field research that is descriptive analysis, the object of this research is the practice of agricultural cooperation in the village of Duko Timur, Larangan, Pamekasan. The data collection methods used are interview and documentation methods. From the results of the study, it was found that there was a practice of dhu'um labengan tobacco plants. The results of this study can be concluded that most people in East Duko Village carry out this practice in accordance and can be said to be legal, because they have met the principles and valid requirements of the muzara'ah contract and have become a custom in East Duko Village. The results of this study give implications that the practice of *dhu'um* can be applied to the community in East Duko village in accordance with the agreements and customs contained in the community. The recommendation that can be given from this study is that the practice of *dhu'um* can be carried out in any village in accordance with the rules that apply in the community.

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Introduction

Humans as social creatures cannot be separated from mu'amalah with each other. One of the areas of mu'amalah that is very important for the community is agriculture. Agriculture is a sector that still has the potential to be worked on to meet human food needs and as a source of income. One of the things is that farming activities carried out in the countryside are often found (Soelaeman, 2015).

Activities that are often found in the community related to mu'amalah are profit sharing or rice field cultivation that is usually carried out by the community. Generally, this activity occurs in villages. Those who own rice fields usually rent their rice fields with a cultivation system or profit sharing to farmers who do not have rice fields. In this mu'amalah activity, of course, there is a mutually beneficial horizontal relationship between one community and another so that harmony is created, and the needs of the community are also met. This activity is carried out in accordance with the agreement that has been agreed to carry out rice field cultivation carried out by farmers and rice field owners (Rahman, 1995). In its development, the agreement that has been agreed between the two parties must be obeyed together so that problems do not occur in the future. The agreement made must be clear and not mutually harmful. A profit-sharing agreement is a form of agreement between a person who is entitled to a plot of agricultural land from another person called a cultivator, based on an agreement where the cultivator is allowed to cultivate the land in question with the distribution of the proceeds between the cultivator and the person entitled to the land according to a scale that has been mutually agreed upon (Harsono, 1997). In Islamic law, profit sharing in agriculture is divided into three contracts/agreements, namely *Musaqa*, *Muzara'ah* and *Mukhabarah* (Karim, 2008). To maintain harmony and good relations between farmers and rice field processors, trust is needed between the two parties to manage rice fields properly (Rosmiyati & Maloko, 2021).

This mu'amalah activity has a good purpose to be carried out by the community as an effort to maintain community harmony and maintain good relations and improve the community's economy. This activity has become a tradition that has been called "*Urf*". The meaning of '*Urf*' is literally a situation, speech, deed, or provision that has been known to humans and has become a tradition to be followed or abandoned. People who live in certain real-life areas and interact with others are greatly influenced by the general customs and customs of society (Robert L. Helibrone, 1994). In society, '*Urf*' is often called customary (Syafe'i, 2018). In terminology, '*urf*' is something that is understood by a group of people who are considered good and accepted by human reason and applied consistently in society. '*Urf*' and *adat* have something in common, namely something that is known and practiced repeatedly so that it becomes a habit. The conditions for '*Urf*' to be made into law are: (1) '*Urf*' must include valid '*urf*', (2) '*Urf*' must be general; (3) the '*urf*' existed at the time of the event which was based on the '*urf*'; and (4) there was no

firmness from the parties concerned that differed from the will of *the 'urf* (Rizal, 2019). One of the activities that has been well practiced and has become a tradition is the rice field cultivation system such as rice field cultivation for tobacco plants as a type of agricultural sector that is developing in Indonesia. Tobacco is a seasonal agricultural product that is not a food commodity, but a plantation commodity. Tobacco plants are the basic ingredient for making cigarettes. This plant is widely planted by the community to meet the needs of tobacco in Indonesia. This plant is widely used by the community as one of the plants for export and import commodities.

As an effort to strengthen export and import commodities, farmers cooperate with each other to cultivate rice fields with a profit-sharing system. One of the forms of cooperation carried out by the community today is within the scope of land or land cultivation. Agricultural revenue sharing is important in land cultivation, because many people want to cultivate land but do not have land. Agricultural profit sharing must be based on previous agreements/agreements.

One example of cooperation or profit sharing in land cultivation can be seen in the people of East Duko Village which is carried out by landowners and cultivating farmers by giving their land to farmers to be cultivated with profit sharing cooperation, landowners and farmers cooperate verbally based on agreement and trust between the parties. In this cooperation, all costs and seeds are borne by the landowner, using a profit-sharing system called *dhu'um labengan* (or it can also be said that 1/2 (half) or 50% of the tobacco harvest) after it is sold. However, in practice, profit-sharing activities in East Duko Village have several problems such as inconsistencies at the beginning of the contract until the profit sharing is given, and sometimes from one party it is inconsistent with what has been agreed at the beginning of the contract.

Akad (*al-'aqdu*) is the mashdar of the word *'aqada*. In language, *'aqada* is a (recorded) agreement or contract. Akad in Arabic, *al-'aqad*, plural *al-'uqūd*, means bond or binding (*al-rabt*), according to Islamic terminology, akad is the relationship between submission (*ijab*) and acceptance (*qabul*) justified by shari'a which gives rise to legal consequences for its object (Nurhasanah, 2015). According to scholars, a contract is a bond or agreement. Ibn Taymiyah said that an agreement is any engagement carried out by two or more parties related to trading activities, marriage and liberation (Harun, 2017). In Islamic law, a new contract is born after a declaration of desire to offer (*ijab*) and a statement of desire to receive (*qabul*) (Darsono et al., 2017). Rukun akad yaitu: *'Āqid* (orang yang berakad), *Ma'qūd 'alayh* (benda-benda yang diakadkan, *Maudhū' al 'aqd* (tujuan akad), *Ṣighat al 'aqd* (ijab dan qabul). As for the conditions of the contract, namely: Can be submitted at the time the contract occurs, can accept customary law, can be determined and known.

Fiqh scholars state that the contract can be divided into several aspects. If viewed in terms of its validity according to *shari'a'*, the contract is divided into two (Ghazaly, 2010) (1) Akad *ṣāhih*, is a contract that has fulfilled its pillars and conditions and (2) Akad *Ghairu ṣāhih*,

which is a contract that has deficiencies in its pillars or conditions, so that all the consequences of the law of the contract are invalid and do not bind the parties to the contract. Fiqh scholars state that a contract can end if (1) the validity period of the contract expires; (2) Cancelled by the contracting parties, if the contracting is non-binding; and (3) In a binding contract, a contract can be considered to end if: The sale and purchase is façade, the application of *khiyar* conditions, disgrace, or *rukyat*, the contract is not carried out by one of the parties, the achievement of the purpose of the contract until it is perfect. One of the parties to the contract died.

The application of *the muzara'ah system* in improving the welfare of the community, as well as the implementation of *muzara'ah* and *mukhābarah contracts* in the peasant community has been carried out frequently. According to the language, *al-muzara'ah* has a meaning, the first is *al-muzara'ah* which means *ṭarh al-zur'ah* (throwing plants), the meaning is capital (*al-dhukhr*). The second meaning is the meaning of *majaz* and the second meaning is the meaning of essence. The *muzara'ah contract* is usually carried out in the process of agreement for rice cultivation in several districts. In terminology, *muzara'ah* is a cooperation in agricultural cultivation between landowners and cultivators, where the landowner gives agricultural land to farmers for planting and maintenance in exchange for a certain share (percentage) of the harvest (Mardani, 2012). *Muzara'ah* is the cultivation of other people's land such as rice fields or fields in exchange for a portion of the yield (one-half, one-third or one-quarter), while the cost of the work and the seeds is borne by the landowner (Sohari & Ru'fah, 2011). It can be concluded that *muzara'ah* is a cooperation contract in the field of agriculture carried out by landowners and cultivators, where the landowner's hand over their agricultural land to cultivating and managing with a certain reward (percentage) of the harvest where the cost of cultivation and seeds comes from the landowner (Adam, 2017).

According to the majority of scholars who allow *muzara'ah* contracts, the pillars and conditions of *muzara'ah* are as follows: (1) The parties who perform the contract (land owners and farmers): are required to have common sense (*mumayyiz*) and not apostatize; (2) Object of *muzara'ah* (land/soil, seeds) and agricultural products: The seeds are required to know the type of seed and when planted can grow and produce. Agricultural land is required to be cultivated or managed, the limits are clear, Land management is completely given to farmers. Agricultural products are required to be the rights of both parties to the contract (farmers and landowners), the rate/size of each party's division must be clear; and (3) *Ijab and Qabul (Ṣighat 'Aqd)*. The jurists who allow the *muzara'ah contract* state that this contract ends when: The agreed period ends, the existence of one of the parties who causes the *muzara'ah* contract cannot be continued, according to the scholars of Hanafiyah and Hanabilah, if one of the contractors dies, then the *muzara'ah contract* ends. However, Malikiyah scholars and Syar'iyah scholars are of the opinion that *the muzara'ah contract* can be inherited.

Some previous researchers related to profit sharing for rice field management were carried out by (Arif et al., 2022) who researches the profit-sharing system for rice field cultivation (teseng) according to Islamic law. The implication in this study is that in a profit-sharing cooperation agreement, an agreement should be made on paper or in writing so that it has legal force, because we do not know that there are people (between the two parties) who violate the agreement. It is also recommended to every landowner, especially those whose land is not cultivated (sleeping land) in order to be able to give it to others to be used for their productivity, so that it can support the economy of others and for the landowner himself. Wahyuningrum & Darwanto (2020) Examining the application of the maro revenue sharing perspective of the mukhabarah contract. The results of the study found that cultivators and landowners prefer profit sharing rather than rent. The implementation of profit-sharing cooperation in Brakas Village is a mukhabarah contract in Islamic law, but in practice it is not fully in accordance with the existing Islamic concept, because there are several things that are not suitable. Several previous studies have shown the importance of a lease agreement or a working system before entering a lease contract.

This study seeks to complement previous research with muzara'ah contracts in several regions. The difference from the author's study is that the study conducted by the author focuses on the suitability of the concept of muzara'ah in the practice of dhu'um labengan tobacco plants in East Duko Village, Larangan District, Pamekasan Regency. This research is important to be carried out as an effort to maintain community harmony and muamalah between community members in relation to the practice of dhu'um labengan tobacco plants. The results of this research are expected to be able to be material for making agreements in tobacco farming activities in East Duko Village, Larangan District, Pamekasan Regency.

Method

The type of research used in this study is in the form of field research. This research is carried out by visiting the object being studied systematically, and the researcher must go directly to the research site. This research is descriptive analytical, namely collecting data obtained from the location where the research is conducted and analyzed according to the concept of *muzara'ah* presented in the form of a description, collected based on facts that occur in the field. This study uses a normative empirical approach. In this study, to describe and analyze the objects and phenomena described in the writings and notes received by researchers in the field about matters that are considered relevant/related to the research problem.

The data sources in this study are prepared by presenting information or information obtained from the research subjects through direct interviews with agricultural land as well as land cultivators. The secondary data source in this study is by assessing previous research and conducting a literature review of similar works in the form of books, journals, articles, websites related to the object of research. Data collection techniques are carried out through interviews and documentation. The

researcher conducted interviews with parties who practiced *dhu'um labengan* tobacco plants in East Duko, Larangan, Pamekasan. The documentation technique is carried out by making a record of the applicable events, including documents that are used as a reference in understanding the research object.

The data analysis technique in this qualitative research uses inductive, which is a logical process that starts from empirical data through observation to theory. Empirical data is field data as a source of primary data, such as interview results and documentation.

Results

The Practice of *Dhu'um Labengan* Tobacco Plants

The cooperation system carried out by some people of East Duko Village is using a cooperation agreement in which the landowner gives his land to farmers to manage, maintain and care for the agricultural land until the harvest time arrives with an agreement that the results are divided in half between the landowner and the cultivating farmer.

The occurrence of this cooperation began with a meeting held by 2 parties, namely the land owner and the cultivator farmer with the intention to cultivate or hand over the land to be cultivated, where the person who started the meeting could be from the land owner who came to the cultivator to give his land or from the farmer who asked the land owner for the land owner so that it could be cultivated. As well as the existence of one of the parties who has the initiative, either farmers who offer their services and labor or landowners who are willing to give their land to be managed with certain rewards after harvest.

Cooperation that often occurs in the East Duko community is carried out orally without presenting witnesses, or without using black on white, and cooperation between them using each other's trust system so that it becomes a habit in the community. Landowners who want to cooperate with the management of tobacco plants first come to the house from the cultivator or vice versa. When the agreement/contract takes place, both parties will determine the profit or profit sharing where both parties follow the traditions/habits of the community, as well as the time limit in this cooperation until the tobacco plants are sold for approximately 3 months, but if they want to cooperate again, they make a new contract/agreement.

Agricultural land cooperation sometimes causes losses or crop failures. As a cultivator, they do not feel a loss in terms of costs because it is the landowner who incurs the entire cost, it's just that the cultivators feel a loss in terms of labor and time. The reason why the people of East Duko Village, Larangan District cooperate is that the landowner is unable to manage it, unable in terms of physical or manpower. Meanwhile, the reason for cultivating farmers is due to economic factors, not having land/land to cultivate, and not having a job.

The distribution of results in the management of tobacco plants carried out by the people of East Duko Village is based on the concept of customs. In this distribution of profits, the agronomist farmers and land owners each get 50% after the tobacco plants are sold. For example, the selling proceeds from the overall tobacco harvest are Rp. 10,000,000.00, minus management costs of Rp. 3,000,000.00, the remaining Rp. 7,000,000.00, from this the rest is only divided 50% for the landowner and 50% for the cultivator, so that Rp. 3,500,000.00 is obtained, but the result obtained by the cultivator farmer is 25%, which is 1,750,000.00, and the landowner receives Rp. 5.250.000.00.

The Conformity of the Concept of Muzara'ah in the Practice of Dhu'um Labengan Tobacco Plants in East Duko Village, Larangan District, Pamekasan Regency

In determining the validity of the cooperation agreement on the practice of *dhu'um labengan* tobacco plants in East Duko Village, the researcher will use the pillars and conditions of the validity of the *muzara'ah* contract to find out whether the practice of *dhu'um labengan* tobacco plants in East Duko Village is in accordance with the *muzara'ah* contract or not.

A person who makes a contract ('Aqid)

In Islam, it is required that the person who performs the contract must have the ability to perform a legal act which means that he has reached puberty and is intellectual. The practice of cooperation that occurs in East Duko Village is related to '*āqid*' (landowners and cultivators), who are both mature and sensible and not apostatized. Based on this information, the practice of *dhu'um labengan* tobacco plants in relation to the parties who carry out cooperation ('*aqidain*') is in accordance with the principles and conditions of the validity of the *muzara'ah* contract, while the contract is valid because it has fulfilled the principles and conditions of the contract itself, and the agreement made is binding for both.

Capital

In Islam, having capital must be clear, in the sense that the capital really belongs to him. The capital in the practice of *dhu'um labengan* is in the form of land, seeds, agricultural tools, and farmer labor.

The implementation of tobacco plant management cooperation in East Duko Village is related to the responsible capital is the landowner, while the cultivators only plant and take care of the plants until the harvest time arrives. In accordance with the researcher's observation that the land, seeds and agricultural tools and other costs are fully provided by the landowner who has been agreed from the beginning that the type of seed to be planted is tobacco, and the boundaries of the land/land to be planted are clear and the land/land can be planted with tobacco.

Based on the practice that occurred above, if viewed in terms of capital, it is in accordance with the concept of *muzara'ah* and such an agreement is said to be valid, because both parties agree and there is no coercion.

Period

According to most scholars, another legal requirement of *muzara'ah* is to determine the period of time from the beginning of the contract, so that *muzara'ah* itself is invalid if the time limit for its implementation is not set. Imam Hanafi stated that there are three types of conditions related to the period/period, 1) The term is determined, 2) The period is needed for the start of land cultivation until it is completed. 3) The period is extended indefinitely, but the *muzara'ah contract* is considered valid even without explaining the period.

From these provisions, the cooperation carried out by the two parties to the contract is valid and in accordance with the concept of the *muzara'ah contract* because it has determined the time limit for the cooperation agreement, which is about 3 months. When it has been harvested for 3 months and sold well, the cooperation has ended. However, there are also some of the East Duko people who do not determine the period in land management with a mutual trust system so that it can be said to be legal because it has become a custom of the people there.

Revenue Sharing

The distribution of the proceeds in *muzara'ah* has conditions that must be met, namely the percentage must be clear at the time of the contract, and the harvest obtained belongs to the person who makes the contract, and the distribution of the tobacco crop is divided according to the agreement agreed at the beginning of the contract. For the implementation of the distribution of the proceeds in East Duko Village, the crops planted after the sale were carried out in accordance with the agreement that had been made, namely each party got 50%. However, in practice, the researcher saw that there was a breach of promise made by the landowner, namely not giving 50% of the revenue distribution to the cultivating farmers and not in accordance with the promised agreement. In this practice, regarding profit sharing is not in accordance with Islamic teachings, because it is detrimental to one of the cooperating parties. However, the cultivating farmers are sincere and willing with the results given by the landowners.

Conclusion

The cooperation in the management of tobacco plants carried out by the people of East Duko Village, Larangan District, Pamekasan Regency involves two parties, namely the land owner and the cultivator, where in carrying out the contract agreement they do not do it in writing but only verbally which contains an agreement between the two parties regarding cultivation and distribution of the results, in which the distribution of the results is based on the customs/habits, namely 50% for cultivating farmers and 50% for land owners. And in terms of the period is also according to the agreement, there are those who determine until the tobacco plant is harvested for approximately 3 months, and there are also those who do not determine the period until one of the parties to the contract decides to quit the contract has become a custom of

the people of East Duko Village. In this cooperation, seeds, fertilizers, and other costs come from the landowner.

Judging from the validity of the pillars and conditions of *muzara'ah*, the practice of *dhu'um labengan* tobacco plants in East Duko Village is in accordance with the concept of *muzara'ah* or can be said to be valid because it has fulfilled the principles and legal conditions. This practice of cooperation has become a custom of the people of East Duko. And the bearing of losses if the harvest fails can be said to be contrary to the *Jumhur Ulama*, because in practice if there is a loss, the one who bears it is only one party. However, in terms of the distribution of the results, most/majority of the people in East Duko Village are appropriate because they have followed the habits of the local community. The results of this research can be implemented by the Village apparatus to implement the program as well as possible. This research is only limited to East Duko Village, further research can use several villages as a comparison. This research is also only limited to the rice field cultivation system for tobacco plants, further research can use other cultivation objects.

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