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LAND LEASE SYSTEM BETWEEN LAND OWNERS AND PT SUMBER ALFARIA TRIJAYA TBK IN CENTRAL LAMPUNG REGENCY FROM THE PERSPECTIVE OF SHARIA ECONOMIC LAW

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ABSTRACT

Humans as social creatures are a nature given by Allah SWT. For this reason, humans will need each other and cannot live alone to fulfill their daily needs. One of the basic needs for humans is wealth. The ways to obtain wealth are very diverse, ranging from trading, farming, and also service activities. The practice of muamalah can be carried out with various contracts. One of them which is still the people's choice is the rental or ijarah contract. Ijarah is an agreement to transfer the right to use goods or services, through the payment of rental wages, without being followed by a transfer of ownership of the goods. The formulation of the problem in this research is. What is the Practice of the Land Lease System from a Sharia Economic Law Perspective in Alfamart, Central Lampung Regency. This research is a research approach used, a qualitative approach, which means a research process based on a methodology that investigates a phenomenon or problem in society. The research approach used will produce descriptive data in the form of written or spoken words and the behavior of the person being observed. The type of research used in this research is a case study, in which the researcher carries out an in-depth investigation of a unit, organization, institution, or certain phenomenon which then produces a good, complete and detailed picture.

The results of this research found The aim is to establish a good relationship with the location owner. Based on research conducted by researchers regarding the land rental system in Alfamart, Central Lampung Regency, it can be concluded that the land rental practice that has been agreed upon by both parties does not fulfill the pillars and conditions of the ijarah. So the contract that has been carried out can become void. Apart from not fulfilling the pillars and requirements of ijarah, the land rental that occurs at Alfamart Central Lampung Regency also does not fulfill the principles of Islamic economics, these principles are the principles of divinity (Divine), justice (Adl), prophethood (Al -Nubuwah), government (Al -Caliph), and results or profits (Ma'ad).

Keywords : Sharia Economic Law, Contract, Land Lease System

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INTRODUCTION

The meaning of land for humans is undeniable. It does not only provide economic, political functions, but also cultural, honor, identity, or self-esteem. Land does not merely mean an object in its physical sense, but on it social space is built, shared relationships are established, competition occurs for dominant control and politics are contested. [1]Land is the earth's crust where plants live. Land also has the meaning of the part of the earth's crust that is composed of minerals and organic materials.[2]

Land from a legal perspective, land has a very important role in life. man Because can determine existence And continuity connection and legal acts, both in terms of individuals and the impact on others. [3]The Islamic view is that everything in the sky and the earth, including land, is essentially owned by Allah according to His laws. [4]Once the land is controlled, people may apply for permission. If another party then claims to have the right, the government must prevent it.[5]

In the study of Islamic law, land law is known as Ahkam Al-Aradhi. [6]Islamic law is a collection of efforts by legal experts to establish sharia for the needs of society. [7]Islamic law is a set of regulations based on the revelation of Allah and the Sunnah of the Apostle, regarding the behavior of mukallaf humans which are recognized and believed to be binding on all Muslims.[8]

Lease agreements can generally be extended if the parties involved, in this case the landlord and tenant, agree to continue the lease contract. Extensions are usually documented in the form of an addendum or additional agreement that outlines the terms of the extension, such

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[1]Syahyuti, "Values of Wisdom in the Concept of Land Management According to Customary Law in Indonesia", Journal of Agro-Economic Research Forum 24, no. 2 (July 2006), p. 14

[2]Sabir Maidin and Rifka Tunnisa, " *Fiduciary Guarantee in Banking Transactions* (Comparative Study of Positive Law and Islamic Law)," *Mazahibuna; Journal of Comparative Schools* 2, no. 1 (2020), https://doi.org/10.24252/mh.v2i1.14284.

[3]Muammar Muhammad Bakry, "Principle Priority In Al-Maqasid Al-Syar'iah," *Al-Azhar Islamic Law Review* 1, no. 33 (2019): 1–8, https://doi. *org/https://doi.org/10.37146/ailrev.v1i1.4.*

[4]*THE MERCY OUR KNOWLEDGE, "* System Political Democracy In Bias Hegemony Country: Idea Review Political Anthony Gramsci," *Al State: Journal Law Criminal And State Administration* 7, no. 2 (2018): 257–64, https://doi.org/https://doi.org/10.24252/ad.v7i2.7022.

[5]Abdul Syatar and Chaerul Mundzir, *Imam Figures and Figures School (Its Contribution to the Development of Jurisprudence in Indonesia)* (Gowa: Alauddin University Press, 2021).

[6]Muammar Muhammad Bakry, "Principles of Priority in Al-Maqashid Al-Syar'iah," *AL-Azhar Islamic Law Review* 1, no. 33 (2019): 1–8, https://doi.org/https://doi .org/10.37146/ailrev.v1i1.4.

[7]M Hasbi Assidiqy, *Philosophy of Law Islam* , (Jakarta: Gramedia Library Main, 2002), h. 41.

[8]Muammar Bakery et et al., "Absorption Of Moderation Value In The Fatwa Flexibility; Case On Handling A Covid-19 Corpse," *Istinbath; Journal Law And Economy Islam* 20, no. 1 (2021): 119–32, http://www.istinbath.or.id/index.php/ijhi/article/view/324.

as additional duration, additional rent, and other terms. However, the terms of the lease agreement extension can also be determined earlier since the lease agreement was made.[9]

The Qur'an contains revelations from Allah SWT which were revealed gradually (mutawatir) to the Prophet Muhammad SAW through the angel Gabriel. The Qur'an is a form of worship. The Qur'an is the main source of Islamic law. Every Muslim is obliged to adhere to the laws contained therein in order to become a human being who obeys Allah SWT, namely acknowledging all of Allah's commands and avoiding all of His prohibitions.[10]

Humans as social beings are a natural thing given by Allah SWT. Therefore, humans will need each other and cannot live alone to fulfill their needs. One of the basic needs for humans is wealth. There are various ways to obtain wealth, ranging from trading, farming, and also service activities. The practice of muamalah can be done with various contracts. One of them, which is still the choice of the community, is the lease or ijarah contract. Ijarah is a contract for the transfer of the right to use goods or services, through the payment of rent, without being followed by the transfer of ownership of the goods. [11]Renting is permitted on the basis of the word of Allah in Surah al-Talaq verse 6 which reads as follows:

ۗاَسْكِنُوْهُنَّ مِنْ حَيْثُ سَكَنْتُمْ مِّنْ وُّجْدِكُمْ وَلَا تُضَاۤرُّوْهُنَّ لِتُضَيِّقُوْا عَلَيْهِنَّ وَاِنْ كُنَّ اُولٰتِ حَمْلٍ فَاَنْفِقُوْا عَلَيْهِنَّ حَتّٰى يَضَعْنَ حَمْلَهُنَّ فَاِنْ اَرْضَعْنَ لَكُمْ فَاٰتُوْهُنَّ اُجُوْرَهُنَّ وَاْتَمِرُوْا بَيْنَكُمْ بِمَعْرُوْفٍ وَاِنْ تَعَاسَرْتُمْ فَسَتُرْضِعُ لَه اُخْرٰى.

Place them (divorced wives) where you live according to your ability and do not make it difficult for them to narrow their (hearts). If they (divorced wives) are pregnant, then give them their support until they give birth, then if they breastfeed your (children) then give them compensation; and deliberate among you (everything) well; and if you both encounter difficulties (in terms of breast-feeding), then another woman may breast-feed (the child) for her.[12]

Mu'jir and musta'jir are people who enter into rental or wage contracts. Mu'jir is a person who provides wages and rents out, musta'jir is a person who receives wages for doing something and who rents something. It is required that mu'jir and musta'jir are people who have

[9]Nina Carona Anis Rifai, Arina Novizas Shebubaka, *Land Lease Rights for Buildings by Foreigners as an Alternative to Land Rights Control in Indonesia Litigation Journal* (e-Journal), Vol. 25(1) April, 2024, p.1-20DOI:http://dx.doi.org/10.23969/litigasi.v25i1.10632 SINTA 2

[10]Abdul Conditions, "Priority Will And Debt In Inheritance (Comparison School of thought)," *Al-'Adl* 11, no. 1 (2018): 130–39, https://doi.or g/http://dx.doi.org/10.31332/aladl.v11i1.1239.

[11]M. Syafei Antonio, *Bank Sharia from Theory To Practice* , (Jakarta: Echo Human,2013), h. 117.

[12]Department Religion Republic of Indonesia, Letter *At-Talaq* Paragraph 6.

reached puberty, are wise, are capable of carrying out tasharruf (controlling wealth), and are pleased with each other.[13]

The Islamic Civil Code of the Kingdom of Jordan of the United Arab Emirates (UAE) defines ijarah or rent as giving the lessee the opportunity to take advantage of the leased property for a certain period of time in return for a mutually agreed amount.[14]

According to Hasbi Ash-Shiddieqy in the book Fikih Muamalah by Hendi Suhendi, ijarah is a contract whose object is the exchange of benefits for a certain period, ownership of the benefits in return, or it could be said to sell the benefits. Meanwhile, according to Idris Ahmad, what is meant by compensation or wages is taking advantage of other people's labor by providing compensation according to certain conditions.[15]

Based on the definitions above, it can be understood that ijarah is exchanging something for a reward. Ijarah is said to be a lease if the object is an object that can be used, while it is said to be wages if the object is human labor.

Based on the law of muamalah, ijarah is said to be valid if it has fulfilled the important elements consisting of the lessee and the lessor, the goods being rented, the rental price, and the rental agreement. The parties who carry out the contract must legally fulfill the requirements of ijarah, namely being baligh, being of sound mind, and being able to act legally.

The object of the transaction can be transferred along with all its benefits. The benefits of something that is the object of the transaction must be something that is permissible, not something that is forbidden. This means that religion does not allow renting something that is forbidden in religion. Its application must also be in accordance with Islamic Economic Law.

Sharia Economic Law as stated by Shihab is bound by a set of values of faith and morals, ethical morals for every economic activity, both in their position as consumers, producers, distributors, etc., as well as in carrying out their efforts to develop and create their wealth.[16]

With the basic scope contained in the Sharia Economic Law, the configuration of Islamic economics is likened to a building composed of several elements that strengthen each other. The elements in question include *tauhid* (faith), ' *adl* (justice), *nubuwwah* (prophecy), khalifah

[13]Hendi Dear Sir, *Jurisprudence Transactions* , (Jakarta: RajawaliPers, 2013), h.117.
[14]Muhammad, *System And Procedure Bank Sharia,* (Yogyakarta: UII Press, 2000), h.33.
[15]Hendi Dear Sir, *Jurisprudence Transactions* ., h.115.
[16]Muhammad, *Principles of Economics Islam* , (Yogyakarta: House science, 2007), h.2.

(government), and *ma'ad* (results) which are supported by three supporting pillars (multitype ownership, freedom to act, social justice), and with one roof (morals).[17]

One of the principles in Islamic economics that is closely related and must be fulfilled in the ijarah contract is justice (' *adl*). The word justice in the Qur'an is mentioned more than a thousand times, after the words of Allah and science. The value of justice is very important in Islamic teachings, especially in social, political, and economic legal activities, because justice is the starting point as well as the process and goal of all human actions.[18]

Justice is the recognition and balanced treatment of rights and obligations. Justice can also mean an action that is not biased or does not favor one party, giving something to someone according to the rights they should receive. Acting fairly means knowing rights and obligations, understanding what is right and wrong, acting honestly and appropriately according to established regulations and laws and not acting arbitrarily.[19]

Apart from the above, Islam commands humans to cooperate in all things, except in committing sins against Allah or committing abuses against fellow creatures, as Allah says in the QS. al-Maidah verse 2:

يٰٓاَيُّهَا الَّذِيْنَ اٰمَنُوْا لَا تُحِلُّوْا شَعَاۤىِٕرَ اللّٰهِ وَلَا الشَّهْرَ الْحَرَامَ وَلَا الْهَدْيَ وَلَا الْقَلَاۤىِٕدَ وَلَآ اٰۤمِّيْنَ الْبَيْتَ الْحَرَامَ يَبْتَغُوْنَ فَضْلًا مِّنْ رَّبِّهِمْ وَرِضْوَانًا ۗوَاِذَا حَلَلْتُمْ فَاصْطَادُوْا ۗوَلَا يَجْرِمَنَّكُمْ شَنَاٰنُ قَوْمٍ اَنْ صَدُّوْكُمْ عَنِ الْمَسْجِدِ الْحَرَامِ اَنْ تَعْتَدُوْا ۘوَتَعَاوَنُوْا عَلَى الْبِرِّ وَالتَّقْوٰى ۖوَلَا تَعَاوَنُوْا عَلَى الْاِثْمِ وَالْعُدْوَانِ ۚوَاتَّقُوا اللّٰهَ ۗاِنَّ اللّٰهَ شَدِيْدُ الْعِقَابِ.

you who believe, do not violate the syiar (sanctity) of Allah,) do not (violate the honor of) the haram months,) do not (disturb) hadyu (sacrificial animals)) and qalā'id (animals marked sacrifice),) and do not (also disturb) the visitors to Baitulharam while they are seeking the grace and approval of their Lord!) When you have attained tahalul (completed ihram), hunt (if you want). Never let your hatred against a people, because they prevent you from leaving the Sacred Mosque, encourage you to go beyond your limits (toward them). Help you in (doing) righteousness and piety, and do not help in committing sins and enmity. Fear Allah, indeed Allah is very severe in punishment.[20]

[17] *Ibid* ., h.4.
[18]Zainuddin Ali, *Law Economy Sharia* , (Jakarta: Ray Graphics, 2008), h.5.
[19]Gading Mahendrata, "Justice in Islam and Business", in www.gadingmahendrata.wordpress.com downloaded on October 5 2024.
[20] *Ibid.*, Letter Verse of *the Holy Quran* 2.

The verse above shows that muamalah activities can be carried out with various types of contracts, including the ijarah contract. Because this ijarah contract will not harm either party if its implementation is in accordance with sharia principles, namely that there must be a balance between the rights and obligations of both the tenants and the lessees. Among other things, both must be fair.

One example of a business that widely applies a lease agreement to run its business is Alfamart. To expand its business to remote areas, Alfamart rents land in various areas that have strategic locations, then builds shops on the land. Here the researcher wants to examine how the rental process between Alfamart and the landowner both before and after being rented. It is not surprising that Alfamart is now one of the places that people are interested in looking for daily needs because it provides goods with good quality, a comfortable place, and competitive prices and is one of the business opportunities that are in demand.

Based on the results of a pre-survey conducted by researchers with one of the Alfamart store managers in Central Lampung Regency, which is one of the Alfamart branches with a land rental system, namely with Mr. Mujianto as Head Shop Alfamart Central Lampung Regency. He said that the Alfamart building stands on land rented from the landowner. This land is rented for the construction of a business premises in the form of a shop that has been rented for 12 years and according to the agreement, the contract can be extended before the lease period ends, if the lease ends and the lease is not extended, then the building becomes the property of the landowner.[21]

RESEARCH METHODS

This research uses qualitative design which means a research process based on a methodology that investigates a phenomenon or problem that exists in society. The research approach used will produce descriptive data in the form of written words or speech and the behavior of the person being observed. The type of research used in this study is a case study, where researchers conduct in-depth investigations into a particular unit, organization, institution, or symptom which then produces a good, complete and detailed picture . Data collection methods are ways or techniques that can be used by researchers to accumulate information. Data collection is a systematic and standard procedure for obtaining the required

[21] *Pre Survey* with Head Shop Alfamart Central Lampung Regency on 5 October 2024.

data.[22]

RESULTS AND DISCUSSION

Islam allow rent Which done in accordance with Sharia Islam. Renting in Islam is a contract for the benefit of an item. with compensation or rental fees and within a certain period of time. In matter lease every businessman naturally want many benefits. Therefore, many ways are done so that get profit Which as big as possible. Even There is also businessman those who cheat by ignoring the pillars and conditions *of ijarah* , and those who do not in accordance with economic principles Islam.

Wrong One Which use system rent For business is Alfamart Central Lampung Regency. To find out the rental system used at Alfamart, the researcher conducted interview with Mr. Mujianto as the shop manager and Mr. Sujarwo as landowner.

a. Interview with Mr. Mujianto as the head of the Alfamart store in Central Lampung Regency

Father Mujianto as head shop at a time represent party tenant land, say that background behind party Alfamart rent land And build building in on land owned by father Sujarwo is the location strategic, namely, it is located near the main road, the place easy reachable, And near with settlement resident.So that allow the establishment of business the.

The rental system that has been mutually agreed upon is that the duration time rent is 6 year, However contract rent can extended return before time rent expired, If time previous rent Already expires and there is no contract extension, then the building becomes the property of Mr. Sujarwo. Mr. Mujianto emphasized that in this case, the parties Alfamart only rents the land, as long as the contract continues the building still owned by Alfamart.

The area of land rented is 245m ^{2} , with a long rental period was 6 years, and has now been extended for another 6 years. The total rent for the first 6 year period is Rp. 75,000,000 Then For period 6 year next is as big as Rp.210,000,000 with agreement that rent paid in advance, This means that the rent is paid at the beginning of the first year of the lease. grace period 15-30 days via service bank transfer.

Apart from spending money on land rental fees, Alfamart also... also spend

[22]Ridwan, *Statistics for Government/Private Institutions and Agencies* (Bandung: Alfabeta, 2004), 137.

money to build the building that will be used as an Alfamart store worth Rp.375,000,000. Every year Alfamart also gave THR to Mr. Sujarwo, and spent money For maintenance building If required. As for profit And The losses from renting Mr. Sujarwo's land depend on turnover sale.

In addition to the above, the detailed agreement has been stated in document agreement lease Which has marked handle by both sides party, so that If happen violation, will charged sanctionsin accordance agreement Which already made.

a. Interview with father The Greatest as owner land

Father The Sujarwo as owner land, moment interviewed explained that the background to his renting out his land was due to limited capital to manage the land themselves. Mr. Sujarwo already has his own business in the form of a food stall in front of his house, but to expand the restaurant building he does not have enough capital, apart from the food stall business, he also own business wash car, So income Which obtained from rentthe land it is not income Which main.

Related with system the rent, father The Sujarwo agreed with Alfamart said that the rental period is 6 years and the rent can be extended before contract finished. If contract finished And party Alfamart No extend contract, so building become owned by father Mr. Sujarwo. With cost rent paid in advance as big as Rp.75,000,000 For 6 year First, And as big as Rp.210,000,000 for 6 year second. Father The Sujarwo choose rent paid in advance withobjective to avoid risk Which may happen.

Mr. Sujarwo does not feel disadvantaged by the rental fees. low For period First rent Because according to him mark from building Which will got it after finished contract Already become value-added for him, And benefited with the rise cost rent on period second Which high enough.

A detailed lease agreement has been signed by second split party. In agreement mentioned that party First is Mr. Sujarwo, and the second party is Alfamart. The details are as follows the agreement is as follows:

a. Lease counted since date 21 January 2018.
b. The second party must take the best care of everything that is rented.the good thing is And as should be on cost Alone And must use building according to its intended use.
c. Anytime party first right check the condition from What yng for rent.

d. Party second must insure building on company insurance Which has been approved both both parties.
e. During time rent, party second No allowed change form construction building, But may For build as well as make partitions, additions or repairs to buildings the according to the needs.
f. During rent, party second with announcement moreover formerly to party First entitled divert right the rent or rent return What Which rented the part or all to other parties so far No changed its utilization.
g. Agreement No become end when land Which for rent switch ownership.
h. The second party gets priority over the first party to rent. return land when time rent end.
i. By mutual agreement, this lease can be extended again. before time rent end at least 3 month previously.
j. If before time rent end happen demolition on building the due to existence program government, so Regarding compensation will be discussed at a later date by both parties party
k. If proven Wrong One party violate agreement, so will processed in accordance with the law Which applicable

Based on the results of interviews conducted by researchers with both parties parties, namely Mr. Mujianto as the shop manager and Mr. Sujarwo as the landowner, regarding questions about the land rental system at Alfamart Central Lampung Regency both to explain that the agreement rent has been agreed and signed on stamped paper on day Thursday, date 17 January 2018 And reinforced with presented 2 person witnesses are Eko Rusmeidianto and Anika Febrianti.

When interviewed, both parties agreed that the system This land lease is valid for 6 years and can be extended again, if time rent finished And contract No extended return so building belongs to Mr. Sujarwo. However, in the rental agreement letter It was only mentioned that the land belonging to Mr. Sujarwo had been rented by another party. Alfamart for the next 6 years and will end on the 21st January 2025 And contract can extended at least 3 monthpreviously. Now the lease of this land has been extended for the next 6 years. which

will end in 2031. Contents of the land lease agreement there is nothing that states that the building will belong to you The Sujarwo when the contract expires.

Description in on show description short about the system rent land Which happen in Alfamart Central Lampung Regency. After done study in a way deep, researcher find that in this rental agreement, there are provisions and conditions that have not been fulfilled, as for the details as follows:

a. Sighat, in the form of a statement from both parties, either verbally or in another form. In this case sighat has been written and agreed upon together in the rental agreement and has been signed on stamped paper by both parties. So the leases have been fulfilled harmonious The parties to the agreement have also fulfilled it, consisting of Mr. Sujarwo And party Which representing Alfamart.

b. Object of the contract, in the first period in the form of a plot of land measuring 245m2 , while for the second period the object of the contract should change become building, Because should after finished time rent land ownership of the building was transferred to Sujarwo. However, in practice, building the still become owned by Alfamart And object the contract still in the form of land. So rent-rent This has not fulfilled the rental requirements This.

c. The rent has been paid, amounting to Rp. 75,000,000 for the first period. And has extended contract with Money rent go on become Rp.210,000,000 for the second period.

Whereas For terms and conditions rent the details are as following:

1) The conditions for both parties entering into a contract are that they are mature and competentact the law has been fulfilled

The clear benefits of the object of ijarah, the clarity of these benefits can be seen from type the benefits And duration time rent. [23]Rent Which occurs, it does not meet these requirements, seen from the type of benefit, if the object changes then the benefits will change, this does not happen with rent- renting the one in Alfamart Central Lampung Regency. Then seen from the aspect the length of the rental period, from the beginning of the contract, there is no clarity on the length of the period rent. Both parties agreed that the rent was agreed upon for 6 years in advance, but can be extended again. If the lease ends And No extended so building become owned by father Sujarwo. Because

[23] *Ibid*,. h.233.

there is an agreement to transfer ownership of the building, there should be time Which clearly related with the end time rent.

2) The existence of object lease Which has handed over And used in a way direct, as well as is something Which halal, consequence from No fulfillment harmonious lease that is object contract, so in matter This rent-rent said not yet meet these requirements.
3) The existence of rent, this lease has fulfilled this requirement, because the magnitude Money rent has mentioned in a way clear in documentagreement.

Based on description in on, so can concluded that rent- The rent that occurred at Alfamart, Central Lampung Regency, has not fulfilled all the pillars and conditions in *the lease* . So that the agreement Which has been done can become void.

Apart from the terms and conditions that must be met, the lease must in accordance with principles in economy Islam. Principles the between other:

d. Divinity *(Divine)*

Everything in this universe belongs to Allah, man as caliph only holder trust Allah For using His property. So that humans can carry out their duties properly. well as *caliph* on earth, he is obliged to help, and helping each other in carrying out economic activities aimed at For worship to Allah.[24]

The land rental system at Alfamart in Central Lampung Regency has not yet met the requirements principle This. Because of the object rent on agreement rent second should changed into a building, but in practice the leased object remains the same, namely in the form of land. Therefore, to obtain *the consent* of the owner building use utilization building For business, must done contractre-rent the building. Because besides having to rent it with the correct pillars and conditions, the implementation must be carried out in the right way which is halal. If harmony and conditions are not met then this contract will not be valid cause flavor mutual help, And each other help in carrying out economic activities between Mr. Sujarwo and Alfamart so that activity its economy No aiming For worship toAllah.

e. Justice *(Adl)*

This principle applies to all areas of human activity. As example in region production, principle justice ensure that notno one will be exploited by others and no

[24]Abdul Manan, *Law Economy Sharia* , (Jakarta: Golden Preface Group,2011), ,p.10.

one can obtaining wealth through dishonest, unfair, illegal and cheat[25]

Principle justice become base at a time objective in activity economy. Where in the principle of justice every human being is required to behave fair to everyone, determining their rights and obligations without think about whether That family, relatives, or person other. So in principle justice, every individual entitled get his rights in accordance contribution each and not taking other people's property other.[26]

Land rental practices at Alfamart in Central Lampung Regency have not yet met the requirements this principle. This happens because there are pillars and conditions that have not been fulfilled in the contract, because of this, there is injustice in matter Money rent Which accepted by father Mr. Sujarwo. Matter the happen as a result of an unclear lease term and an unclear rental object changed become building on rent second, so father The Sujarwo to obtain loss in the form of building worth Rp.375,000,000 Which should have been his, but until now it still belongs to him Alfamart and the second rental fee which should be the building rent, However, the rent that occurs is not a building rent but a land rent worth Rp.210,000,000, If object the contract is building possibility Money rent will go on more tall. Besides That, father The Sujarwo Also disadvantaged with a relatively low rent for the first rent, namely Rp.75,000,000

Besides matter in on, father The Sujarwo Also disadvantaged with No it is listed agreement that building will switch ownership became the property of Mr. Sujarwo after the contract expired in the rental contract Which marked handled by both split the party above the stamp.

f. Prophethood *(Al-Nubuwah)*

The principle of prophecy is a universal value, in in the economic field, the Prophet Muhammad had a great personality and perfect. The characteristics of the Prophet contained in the principles of prophethood are as following: *Siddiq* (truth), *trust* (trusted), *fathonah* (intelligent), *tabligh* (communicative).[27]

Practice rent land Which happen in Alfamart Not yet fulfil This principle, in the first lease, the use of the leased land is for building a building for business, but in the

[25]Muhammad Sharif Chaudry, *System Economy Islam* , (Jakarta: Golden Preface Media Group, 2012), h.45.

[26]Gading Mahendrata, "Justice in Islam and Business", in www.gadingmahendrata.wordpress.com downloaded on 6 November 2024.

[27]Abdul Manan, *Law Economy*, h.13.

second lease it should be because the object changes, the object being used is no longer land but rather the building used for business. So the rent that occurs is not in accordance with principle This Because behavior Which put into practice by party Alfamart No reflect properties Which exemplified Prophet in Activity economy.

g. Government *(the Caliph)*

This principle is a provision of Allah which explains the status and the role of humans as representatives of God on earth. Therefore, everything action man must accountable to Allah in day then. *The caliphate of* humans on earth is something that must be believed and positioned as it should be. As a representative of God in earth, so man have task For to prosper earth by following all rule Which set Allah use reach out welfare together.[28]

The land rental practices that are carried out do not yet fulfill this principle, where according to this principle, the aim of economic activity is to to obtain welfare together. However in the practice father Sujarwo did not obtain his rights in full in the form of a building and even No can demand If later party Alfamart No give building after completion contract due to transfer agreement the building is not listed in the written agreement document signed handle both sides. So this is not for welfare together but wrong one party.

h. Results or Profit *(Al-Ma'ad)*

This principle emphasizes that life in the world is only temporary. temporary, and there will be another life after life in this world. In there man will get happiness, pleasure, And perfection life if He do good when live in world.

In this regard, humans should not make world as objective main And No as it should be only take importance life world just, but must notice life term long in hereafter later. By Because That man as the perpetrator economy make an effort to obtain profit of value tall that is must include two life, that is life world and hereafter.[29]

Practice rent Which happen Not yet fulfil principle This, Because in its implementation the advantage favors one party, namely Alfamart. In this case, Alfamart benefits from the rental fee. low, and the building ownership status. So the practice that is

[28] *Ibid.*, h.14.

[29] Muhammad Sharif Chaudry, *System Economy Islam* , (Jakarta: Golden Preface MediaGroup, 2012), p.45.

carried out, have not thought about the benefits that are worth the afterlife for both parties parties but only care about high internal profits world for one party.

Based on the description above, it can be concluded that land rent Which happen in Alfamart Central Lampung Regency has not yet fulfil principles in Economic Law Sharia.

CONCLUSION

Land rental practices that have been agreed upon by both parties have not fulfilled the terms and conditions of *the ijarah.* So that contract Which has been done can be cancelled. In addition Not yet fulfil harmonious And condition *lease* , rent land Which what happened at Alfamart in Central Lampung Regency also did not fulfill the principles in Islamic economics, the principle is the principle of divinity *(divine)* , justice *(Adl)* , prophecy *(al-Nubuwah)* , government *(the Caliph)* , And results or profit *(Ma'ad).*

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