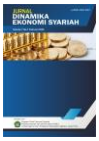
**Jurnal Dinamika Ekonomi Syariah**
Vol 12, No. 2, 2025, hlm. 702 - 714
http://ejurnal.iaipd-nganjuk.ac.id/index.php/es/index
**ISSN-e 2715-7334 | ISSN-P 2654-3567**



# LEGAL AND SOCIOECONOMIC ISSUES IN THE IMPLEMENTATION OF MUZARA'AH CONTRACTS: A SHARIA ECONOMIC LAW PERSPECTIVE

**Masruha, Moh Khozin**
Institut Agama Islam Hasan Jufri Bawean, Indonesia

E-mail: masruhaiqbal@gmail.com,

*Received: May* *Revised: June* *Accepted: July*

**ABSTRACT**

*This study discusses the problems in the implementation of the muzara'ah contract, which is a form of agricultural cooperation between land owners (shahibul ardh) and cultivators (amil) based on the principle of profit sharing, which is still widely practiced in rural areas, especially in Rujing Hamlet, Sungai Teluk Village, Sangkapura District. The problems that arise in practice in the field indicate deviations from sharia provisions, including: unclear wording of the contract, profit sharing that is not agreed upon transparently, and poor public understanding of the rights and obligations of each party. In addition, the absence of supervision from religious institutions or village officials exacerbates the inequality in this cooperative relationship. The research method used is a descriptive qualitative approach with data collection techniques through direct observation, in-depth interviews with the parties involved (land owners, cultivators, community leaders), and supporting documentation. Data analysis was carried out by referring to classical and contemporary muamalah fiqh theories. Based on the research results, it can be concluded that the problems of muzara'ah contracts at the study location are related to three main aspects: (1) legal aspects, namely the absence of written recording of contracts and ignoring the principles of clarity and agreement; (2) economic aspects, in the form of inequality in the distribution of results and low profits obtained by cultivators; and (3) socio-religious aspects, in the form of minimal literacy in muamalah fiqh among the actors.*

**Keywords**: Muzara'ah, Problematic, Fiqh Muamalah, Sharia Economic Law, Agricultural Cooperation.

## INTRODUCTION

Islam as a perfect religion does not only regulate aspects of worship, but also covers the dimensions of muamalah, including provisions regarding cooperation contracts in agriculture known as *muzara'ah* contracts. *Muzara'ah* is a form of cooperation between landowners *(shahibul ardh)* and cultivators *(amil)*, in which agricultural products will be divided according to mutual agreement without any elements of usury, gharar (uncertainty), or exploitation of one party. This practice has been known since the time of the Prophet Muhammad and his companions, and is an

This is an open access article under CC-BY-SA license.

agrarian solution that comes from the values of justice, honesty, and mutual consent as the main principles in fiqh muamalah.

According to Wahbah Az-Zuhaili, the *muzara'ah* contract is included in the category of shirkah 'ala al-amal or cooperation based on business, which is permitted by sharia as long as the pillars and conditions are fulfilled, such as clarity of the object of cooperation, transparent profit sharing, and no coercion in the agreement.[1] In the modern context, the *muzara'ah* contract is not only part of the local tradition, but also a populist economic solution based on a fair and sustainable profit-sharing system, as confirmed in the study of sharia-based agriculture can create a more inclusive socio-economic order, especially in rural areas.[2]

However, the reality on the ground shows that the practice of *muzara'ah* contracts often deviates from the ideal principles of sharia. In many villages, including Rujing Hamlet, Sungai Teluk Village, Sangkapura, Gresik. this agricultural cooperation practice is still carried out for generations without a written contract, without the guidance of sharia law, and often takes place based on assumptions or local customs that are not necessarily in line with the provisions of fiqh. This is reinforced by the findings of Afifuddin who stated that the weak understanding of the structure of sharia contracts and the absence of muamalah supervisory institutions at the village level are the main causes of conflict and inequality in *muzara'ah* cooperation.[3]

Furthermore, a recent study by Fadhlurrahman and Salma emphasises that the problems in *muzara'ah* contracts do not only stem from the perpetrators' ignorance of fiqh, but also due to weak institutional instruments such as the absence of muamalah instructors, the lack of public access to Islamic economic law literature, and the absence of deliberative forums that discuss sharia-based cooperation contracts at the grassroots level. This indicates the need for a holistic approach in understanding the problems of the *muzara'ah* contract, which not only includes legal aspects, but also touches on the social, cultural, economic and educational dimensions of the community. [4]

By considering the important position of *muzara'ah* in the Islamic economic system, as well as seeing the urgency of the problems that arise in its implementation in Rujing Hamlet, this study aims to identify and analyse in depth the various problems that arise in the implementation of the

---

[1]Wahbah al-Zuhaily, *Fiqh al-Islam wa Adillatuh.* Vol. 5. (Beirut: Darr al-Fikr, 2020), 245.

[2]Nur Wahid, *Hukum Ekonomi Syariah di Indonesia; Teori dan Regulasi* (Banyumas: Wawasan Ilmu, 2022), 54.

[3]Yazid, F., et al. "Sharia Based Economics in Support of Indonesia's Sustainable Agricultural Sector." *IOP Conference Series: Earth and Environmental Science*. Vol. 782. No. 3. IOP Publishing, 2021. https://doi.org/10.1088/1755-1315/782/3/032040

[4]Fajriyah, Manzilatul. *Akad Muzara'ah dalam kompilasi Hukum Ekonomi Syari'ah: Studi komperatif Empat Mazhab*. Diss. Universitas Islam Negeri Maulana Malik Ibrahim, 2017.

*muzara'ah* contract in the area. This study is expected to be able to provide academic and practical contributions in the development of the concept of local sharia agrarian, as well as offer alternative solutions that are in accordance with the principles of Islamic justice and are able to empower village communities in a sustainable manner.

## RESEARCH METHOD

This research uses a descriptive qualitative approach with a case study research type,[5] which aims to obtain an in-depth, holistic, and contextual understanding of the various issues that arise in the implementation of the *muzara'ah* contract in Rujing Hamlet, Sungai Teluk Village, Sangkapura Sub-district, through a series of field data collection processes that include in-depth interviews with landowners, cultivators, community leaders, and village officials as the main subjects; participatory observation of ongoing agricultural practices and socio-economic interactions between the parties in agricultural cooperation;[6] and documentation collection in the form of harvest records, local archives, and other relevant documents, with all data analysed using the interactive method as developed by Miles, Huberman, and Saldaña, namely through the data reduction stage to filter and classify information based on the research focus, data presentation in narrative and visual form to facilitate interpretation, and conclusion drawing and data verification carried out continuously and reflectively, referring to the latest qualitative theories from Creswell and Poth on the importance of integration between empirical approaches and sharia values in local community-based Islamic economic research.[7]

## RESULTS AND DISCUSSION

### The practice of *muzara'ah* contract in Rujing Hamlet, Sungai Teluk Village, Sangkapura Gresik

The practice of *muzara'ah* contract in Rujing Hamlet, Sungai Teluk Village, Sangkapura Subdistrict is one form of agricultural cooperation between landowners and cultivators that is still widely applied by the local community. Based on the results of observations and in-depth

[5] Moh. Mujibur Rohman, et.al. *METODOLOGI PENELITIAN KUALITATIF DAN KUANTITATIF* (Yogyakaryta: Penamuda Media, 2023), 43.

[6] Tahir, Rusdin, et al. *METODOLOGI PENELITIAN BIDANG HUKUM: Suatu Pendekatan Teori Dan Praktik*. (Padang: PT. Sonpedia Publishing Indonesia, 2023), 86.

[7] Poth, Cheryl N. "Innovation in mixed methods research: A practical guide to integrative thinking with complexity." (2018): 1-384. And look to: Moh. Mujibur Rohman, et al. "Methodological Reasoning Finds Law Using Normative Studies (Theory, Approach and Analysis of Legal Materials)." *MAQASIDI: Jurnal Syariah dan Hukum* (2024): 204-221.

interviews with various parties, it is known that the implementation of the *muzara'ah* contract in this area is informal, based on kinship relations and trust between individuals, and has not fully referred to the ideal sharia standards as regulated in classical and contemporary fiqh muamalah. Agreements are made verbally without a written contract, and generally without detailed agreements regarding the division of yield, risk of loss, responsibilities of each party, and the validity period of the contract.

In the context of fiqh, *muzara'ah* is a form of shirkah 'ala al-zira'ah (cooperation in agriculture) that is allowed by sharia as long as the pillars and conditions are fulfilled, including the existence of two parties to the contract, clarity of the object of cooperation (land, type of crop, planting period), ijab-qabul, and an agreement on the proportion of the harvest that is shared. Unfortunately, the practice found in Rujing Hamlet shows that these aspects are unclear. Some cultivators do not know exactly what percentage of the harvest they are entitled to, because the distribution is done unilaterally by the landowner, who often reduces the yield in advance on the grounds of operational costs or weather risks. This certainly violates the principle of justice in Islam, which requires transparency and willingness from both parties *(al-taradhi).*

As explained by Wahbah Az-Zuhaili, a *muzara'ah* contract becomes invalid if it contains elements of gharar (uncertainty) or inequality of information that harms one of the parties. In practice in the field, this often occurs due to the lack of public literacy in Islamic economic law. Not a few cultivators receive modest results because they do not understand their rights in the contract.[8] As asserted by Fadhlurrahman & Salma, the weak bargaining position of cultivators in *muzara'ah* cooperation is the result of the absence of local regulations governing sharia- based agrarian cooperation, as well as the absence of institutions capable of mediating or facilitating fair agreements.[9]

In terms of institutions, there are no coaching or mentoring efforts from the village, religious instructors, or zakat and waqf institutions in regulating sharia-based agricultural cooperation models. This is a contributing factor to the lack of legality and legal protection in the implementation of the *muzara'ah* contract. Karim mentions that in the context of modern Islamic economics, the active involvement of micro Islamic institutions, such as BMT or LAZ, is needed to assist the process of agricultural cooperation agreements to be more systematic, documented, and

[8]al-Zuhaily, *Fiqh al-Islam wa Adillatuh*, 248.

[9] Rahmini Hadi, "Transformation and Implementation of Sharia Principles In Management of Rural Agribusiness Business Development Programs." *Ijtimā iyya Journal of Muslim Society Research* 3.2 (2018): 167-179.

sharia- compliant. The absence of such a system in Rujing Hamlet causes agricultural labour relations to run in an informal space that is full of potential hidden conflicts.[10]

In addition, strong local cultural values in Rujing Hamlet, such as shyness, obedience to elders, and the culture of "nerimo" (accepting what is), also influence the practice of *muzara'ah* contracts that are not open and less equal. In interviews with some cultivators, it was found that they tend to be reluctant to discuss the proportion of the yield or debate the amount they receive for fear of being perceived as ungrateful or against the landowner. This attitude, while demonstrating social civility, is in practice a factor that hinders the creation of justice in muamalah. Sari & Hidayatullah mention that local culture that is not aligned with sharia principles is often a major challenge in the implementation of substantive Islamic law at the village level.[11]

Furthermore, the unorganised practice of *muzara'ah* can have various negative implications, both economically and spiritually. From an economic perspective, cultivators often earn only minimal returns and are unable to fulfil their basic living needs. Meanwhile, from a spiritual perspective, cooperation based on ignorance, uncertainty and potential injustice risks reducing the blessing of sustenance, as affirmed in *maqashid al-Syaria*that the wealth obtained must be based on legitimate transactions, clear, and free from elements of injustice. Therefore, there needs to be a systematic improvement in the governance of the *muzara'ah* contract, either through community education, increasing the literacy of Islamic economic law, or facilitating simple written contracts by religious leaders or village officials who understand the principles of *fiqh muamalah.*

The implementation of a *muzara'ah* contract that is in accordance with Islamic values, such as clarity, justice, transparency, and mutual consent, is one of the concrete forms of implementing *maqashid al-Syaria*in the context of agriculture. This is in line with the objectives of protecting property *(hifdz al-mall),* maintaining healthy social relations *(hifdzh al-'irdh),* and promoting the welfare of rural communities in a fair and sustainable manner. Thus, revamping the practice of *muzara'ah* contracts in Rujing Hamlet is not only a legal necessity, but also a collective effort to realise a more blessed and equitable sharia-based agricultural system.[12]

---

[10]R D Putra Sofana, "The Role of Islamic Micro Financial Cooperatives (Baitul Maal Wat Tamwil) in Local Economic Development". *Semarang State University Undergraduate Law and Society Review*, 2(1), (2022). 39-56. https://doi.org/10.15294/lsr.v2i1.53479.

[11]Ega Rusanti and A. Syathir Sofyan. "Implementasi Konsep Ekonomi Islam Pada Sektor Pertanian Berbasis Kearifan Lokal Dan Tantangan Pembiayaan Di Perbankan Syariah." *Jurnal Ilmu Perbankan Dan Keuangan Syariah* 5.1 (2023): 29-51. https://doi.org/10.24239/jipsya.v5i1.188.29-51.

[12]Hendri Hermawan Adinugraha, et al. "Implementing Islamic Values in Sharia Tourism Practices: A Case Study of the Sapuro Religious Tourism Destination in Pekalongan." *Abdurrauf Journal of Islamic Studies* 4.2 (2025): 101-124. https://doi.org/10.58824/arjis.v4i2.334.

**Factors Affecting the Practice of *Muzara'ah***

Based on observations and interviews, there are several main factors that influence the practice of *muzara'ah* in the research location, namely:

1. Lack of understanding of sharia economic law. Most people still think that the *muzara'ah* contract is just an ordinary form of cooperation, without knowing that in Islam there are sharia rules and regulations that regulate the contract in detail.[13]
2. Cultural factors and local traditions. Agricultural practices in Rujing Hamlet are still dominated by family values and customs. Although this strengthens social relations, it often ignores aspects of formal legal clarity.[14]
3. There is no sharia law assistance institution at the village level. The absence of religious leaders or muamalah instructors who are able to provide education or legal assistance means that the community does not have access to understanding and implementing the *muzara'ah* contract correctly.
4. Implications and Recommendations

   The practice of *muzara'ah* that is not in accordance with sharia principles can have a negative impact not only on the economic welfare of the cultivators, but also on the blessing of the harvest and social relations between residents. Therefore, strategic measures such as:

   a. Counselling on sharia economic law at the village level,
   b. Establishment of a sharia-based agricultural deliberation forum, and
   c. Making a written contract with a simple format, which can be facilitated by religious leaders or local zakat institutions.

The application of the principles of transparency, justice and mutual consent in the *muzara'ah* contract is part of the implementation of *maqashid al-Syaria*values, especially in the aspects of *hifdz al-mall* (protection of wealth) and *hifdzh al-'irdh* (protection of dignity), which are the basis for a sustainable and equitable Islamic economic system.

**Problematics of *Muzara'ah* Akad**

*Muzara'ah* Akad is a form of cooperation in agriculture that has been known since the time of the Prophet Muhammad, where the landowner *(shahibul ardh)* gives his land to a cultivator *(amil)* to be planted, with the agreement that the harvest will be divided based on a certain ratio that has been agreed upon beforehand. *Muzara'ah* is part of the syirkah (cooperation) contract, and in

[13]Nur Wahid, *Hukum Ekonomi Syariah di Indonesia; Teori dan Regulasi*, 74.

[14]Ega Rusanti and A. Syathir Sofyan. "Implementasi Konsep Ekonomi Islam Pada Sektor Pertanian Berbasis Kearifan Lokal Dan Tantangan Pembiayaan Di Perbankan Syariah.", 38.

Islam, this form of contract is allowed as long as it fulfils the pillars and conditions stipulated by Sharia, namely the existence of ijab-qabul, both parties who are legally capable, a clear contract object (land, crop type, planting period), and a fair and transparent profit- sharing agreement.

However, in practice in the field, *muzara'ah* contracts often face various problems, both from legal, social, economic, and cultural aspects. The most common problem is the vagueness of the contract, where most agreements are made orally, without a written contract containing the rights and obligations of each party. This imprecision creates an element of gharar (uncertainty), which in Islam is something that must be avoided because it can cause disputes in the future.[15]

One of the main problems in *muzara'ah* contracts is the imbalance of information and power between landowners and cultivators. Landowners often have a more dominant position, so decisions regarding the type of crop, harvest time, and profit sharing tend to be determined unilaterally. This is exacerbated by the low level of education and understanding of fiqh muamalah among cultivators, which leads them to accept the distribution of results without questioning the fairness of the proportions. In some cases, cultivators are only given a share after the harvest minus production costs, the amount of which is not transparent. Such practices contradict the principles of 'adl (fairness) and shafafiyyah (transparency), which are the basis of sharia contracts.[16]

The absence of written documentation in *muzara'ah* contracts is also a serious problem. In the context of Indonesian positive law, every form of cooperation agreement should ideally be in written form in order to have legal force in the event of a dispute. However, because these contracts are often kinship-based and conducted informally, many parties are reluctant or feel no need to draw up a contract. As a result, in the event of losses, crop failure, or disputes over profit sharing, there is no legal evidence that can be used as a basis for resolving conflicts. This is in line with Fadhlurrahman and Salma's findings that undocumented agricultural contracts tend to be prone to deviations from sharia values.[17]

From a socio-cultural perspective, *muzara'ah* contracts are often framed within local norms such as shyness, age hierarchy, and "nerimo" culture. These values do strengthen social cohesion, but in practice they can kill the aspirations of cultivators in fighting for their rights fairly. Cultivators are often reluctant to ask for detailed profit sharing for fear of being perceived as ungrateful or against their elders. According to Sari & Hidayatullah, the dominance of local values

[15]al-Zuhaily, *Fiqh al-Islam wa Adillatuh*, 239.

[16]Idris Siregar, et. al. "Prinsip Prinsip Dasar Muamalah Dalam Islam". *Morfologi : Jurnal Ilmu Pendidikan, Bahasa, Sastra Dan Budaya*, *2*(4), (2024) 113–124. https://doi.org/10.61132/morfologi.v2i4.808.

[17]Yazid, F., et al. "Sharia Based Economics in Support of Indonesia's Sustainable Agricultural Sector." , 54.

that are not balanced with good Islamic legal literacy will continue to perpetuate unfair agrarian practices in rural communities.[18]

In the economic context, the problematic *muzara'ah* contract has an impact on the low welfare of tenant farmers, because they only receive a small yield without a clear calculation. In addition, unclear responsibilities in dealing with losses, crop failure, or natural disasters often make sharecroppers bear a greater burden than landowners. This is contrary to the principle of ta'awun (mutual assistance) which is the spirit of cooperation in Islam. This inequality also has implications for work motivation and the quality of agricultural production in rural areas.

Based on the above description, the problems of the *muzara'ah* contract do not only concern the technical aspects of implementation, but also reflect a broader issue, namely the weak integration between sharia values and social practices. Therefore, comprehensive efforts are needed in the form of education on sharia economic law, the establishment of local regulations, facilitation of written contracts, and assistance from religious institutions or KUA extension workers so that the practice of *muzara'ah* in the community can run fairly, transparently, and full of blessings.

However, the results of research in Rujing Hamlet, Sungai Teluk Village, Sangkapura Sub-district show that the practice of *muzara'ah* contracts that take place in the community is still far from the ideal provisions of sharia. The agreement is done orally and informally, without a written agreement that clearly contains the rights and obligations of each party. The agreement on the distribution of the harvest is generally left entirely to the landowner, who has the authority to determine the percentage of distribution and the form of profit calculation after harvest. This results in a weak position for the cultivators, as they do not have clarity on their rights and are unable to claim fairly in the event of discrepancies in results or unilateral treatment.

*The first* problem that arises is the lack of transparency in the profit-sharing system. In several cases found, cultivators only receive a small portion of the harvest, after deducting operational costs determined by the landowner. The absence of proof of transactions, harvest records, or details of expenses means that cultivators have no access to verify the accuracy of the profit sharing. This condition clearly contradicts the principles of justice (*al-'adl*) and willingness (*al-taradhi*), which are conditions in every contract in Islam.[19]

---

[18]Bukhari, Anwar, A., & Chaliddin, C.. Pengaruh Budaya Dan Adat Dalam Penyelesaian Ekonomi Syariah Di Aceh Pasca Mou Helsinki Dari Perspektif Hukum. *CONSTITUO : Journal of State and Political Law Research*, *3*(1), (2024), 44-60. https://doi.org/10.47498/constituo.v3i1.3408.

[19]Budi Sudrajat, *DIMENSI SOCIO-EKONOMI (TEKS MI'RĀT al-ṬULLAB)* (Banten: IAIN Sultan Maulana Hasanuddin, 2018), 243.

*The second* problem relates to the community's lack of understanding of fiqh muamalah, especially in terms of agricultural contracts. The majority of both landowners and cultivators do not know that there are detailed rules in Islam regarding agricultural cooperation. As a result, the practice of *muzara'ah* contracts in the region is based more on local traditions, hereditary customs, and mutual trust, without in-depth knowledge of sharia principles. As stated by Fadhlurrahman and Salma, the lack of literacy in fiqh muamalah is one of the main causes of deviations in the practice of sharia contracts at the grassroots level.[20]

*The third* problem is the absence of the role of sharia assistance institutions or village officials who are able to facilitate or supervise the implementation of the *muzara'ah* contract. There is no intervention from the KUA, BAZNAS, or religious instructors who can provide education or mediation services in the event of a dispute. This causes any problems to be resolved informally and tends not to favour substantive justice, especially for cultivators who are economically and socially weak.[21]

The fourth problem is the dominance of local culture, such as shyness, obedience to seniority, and a culture of resignation *(nerimo)* that reinforces the unequal social relations between landowners and tenants. In interviews, it was found that cultivators tend to be reluctant to question crop yields for fear of being perceived as defiant or disrespectful. This culture, while promoting social harmony, often masks structural injustices.[22]

*Overall*, the problematic *muzara'ah* contract in Rujing Hamlet shows that agricultural cooperation practices that are not based on sharia principles have the potential to harm one party and eliminate the blessings in agricultural products. In the perspective of maqashid sharia, this kind of contract has not fulfilled the objectives of protecting property (*hifdz al-mall*), social justice (*hifdzh al-'irdh*), and the fulfilment of fair economic rights. Therefore, systemic improvements are needed through increased literacy in sharia economic law, the preparation of simple written contracts, and assistance from religious institutions and village governments so that the practice of *muzara'ah* can take place fairly, transparently, and in accordance with Islamic values.[23]

---

[20]Siregar, et. al. "Prinsip Prinsip Dasar Muamalah Dalam Islam", 119.

[21]Bukhari, Anwar, A., & Chaliddin, C.. Pengaruh Budaya Dan Adat Dalam Penyelesaian Ekonomi Syariah Di Aceh Pasca Mou Helsinki Dari Perspektif Hukum, 48-51.

[22] Darisman, Nasabah Baitul Mall wa al-Tamwil, Wawancara dilakukan secara Langsung di Rumah Narasusmber, 30 April 2025.

[23]Moh. Mujibur Rohman, "The Benefit Principles of Istibdāl on Wakaf Objects:(Analysis of Dhawābith al-Mashlahah Sa'īd Ramadhān al-Būthi)." *Jurnal Mahkamah: Kajian Ilmu Hukum dan Hukum Islam* 6.1 (2021): 17-36.

**Solution to the Problems of the *Muzara'ah* Agreement**

Facing various problems that arise in the implementation of the *muzara'ah* contract in Rujing Hamlet, a series of solutions are needed that are not only technical, but also substantive and transformative. The following solutions are based on the principles of justice in fiqh muamalah, *maqashid al-Syaria*values, and best practices that can be applied at the village community level:

1. Fiqh Muamalah Education and Literacy for the Community

   The main underlying solution is to improve the community's understanding of the concept of the *muzara'ah* contract in accordance with sharia provisions. The village government and religious institutions such as the KUA, religious instructors, and zakat institutions (BAZNAS/LAZ) need to conduct regular counselling on fiqh muamalah, especially related to agricultural cooperation contracts. This counselling can be packaged in the form of training, village seminars, deliberation forums, or even locally-based learning modules. According to Fadhlurrahman & Salma, low sharia literacy is the root of many deviations in muamalah contracts in rural communities. Therefore, this literacy programme must be sustainable and adapted to the language and culture of the local community.[24]

2. Implementation of Simple and Easy to Understand Written Agreements

   In order for the *muzara'ah* contract to be fair and avoid conflict, a written contract containing the rights and obligations of both parties needs to be drawn up, albeit in a simple format. This document should include information such as the identity of the landowner and the cultivator, the duration of the contract, the system of profit sharing, the form of each party's contribution (land, labour, seeds, agricultural tools), and clauses in case of loss or crop failure. Such contracts can be drafted with the help of village officials or religious leaders, and do not have to be formalised like notarisation. The most important thing is clarity, legibility, and agreement between the two parties. This is in line with the guidance provided by Wahbah Az-Zuhaili regarding the importance of clarity in muamalah contracts to avoid gharar.[25]

3. Establishment of a Sharia Contract Assistance Institution in the Village

   There is a need for a sharia contract assistance institution at the village level, either in the form of a small unit under the auspices of BUMDes, religious instructors, or sharia-based

[24]Bukhari, Anwar, A., & Chaliddin, C.. Pengaruh Budaya Dan Adat Dalam Penyelesaian Ekonomi Syariah Di Aceh Pasca Mou Helsinki Dari Perspektif Hukum, 50-52. See to: Siregar, et. al. "Prinsip Prinsip Dasar Muamalah Dalam Islam", 125.

[25]al-Zuhaily, *Fiqh al-Islam wa Adillatuh.*, 243.

farmer forums. This institution is tasked with assisting the community in drafting contracts, mediating disputes, and supervising the practice of *muzara'ah* in accordance with Islamic principles. It can also act as a bridge between the community and official agencies such as the KUA, BAZNAS, or Islamic microfinance institutions (BMT).[26] Thus, the community has access to legal assistance, education, and even access to sharia financing if needed.

4. Integration of *Maqashid al-Syaria* Values in Agricultural Practices

   In order for *muzara'ah* to not only be legally valid, but also have an impact on the common good, the maqashid values of sharia such as *hifdz al-mall* (protection of wealth), *hifdzh al-'irdh* (preservation of dignity), and *hifdzh al-diin* (preservation of religious values) must be the spirit of agricultural cooperation.[27] This is done by ensuring honesty, fairness, mutual consent and mutual assistance between the parties involved. For example, the landowner should not take advantage of the cultivator's ignorance to make more profit, and the cultivator must carry out his duties with trust. This will form a pattern of cooperation that is not only legal, but also blessed and sustainable.

5. Revitalising the Role of Religious and Customary Leaders in Village Economic Practices

   Religious and traditional leaders in Rujing Hamlet should not only be a role model in worship, but also a guide in muamalah matters. Therefore, they need to be involved in the education process and monitoring of agricultural contracts that take place in the community. Their role is very strategic to internalise the values of Islamic justice in the economic life of the community.[28]

## CONCLUSIONS

Based on the results of the research and analyses conducted, it can be concluded that the practice of *muzara'ah* contracts in Rujing Hamlet, Sungai Teluk Village, Sangkapura Subdistrict is still far from the ideal implementation in accordance with the principles of fiqh muamalah in Islam. The contract is done verbally, without written documentation, and the lack of transparent agreements regarding the distribution of results, responsibility for losses, and the duration of the agreement indicates a structural weakness in the governance of agricultural cooperation between

[26]Siregar, et. al. "Prinsip Prinsip Dasar Muamalah Dalam Islam", 120.

[27] Moh. Mujibur Rohman, "Fiqh Wakaf Progresisf: Wakaf Tunai (Cash Waqf) di Indonesia dalam Memberdayakan Ekonomi Umat Berbasis Maqashid Ibn 'Asyur." *Al-Muamalat: Jurnal Hukum dan Ekonomi Syari'ah* 7.1 (2022): 31-53.

[28]Rohman, "Fiqh Wakaf Progresisf: Wakaf Tunai (Cash Waqf) di Indonesia dalam Memberdayakan Ekonomi Umat Berbasis Maqashid Ibn 'Asyur.", 46.

landowners and cultivators. This condition is exacerbated by the weak literacy of Islamic economic law among the community and the dominance of local culture that emphasises reluctance and resignation, rather than clarity of rights and justice. These problems show that *muzara'ah* contracts that are not systematically designed and are not based on the principles of justice and transparency are at risk of causing practices that harm the weaker party, namely the cultivators. In the context of maqashid sharia, this is contrary to the objectives of protecting wealth (*hifdz al-mall*) and human dignity (*hifdzh al-'irdh*), which should be the foundation of every Muslim economic activity. The absence of accompanying institutions, such as religious counsellors or micro sharia institutions, exacerbates the situation as there is no space for consultation or advocacy that can be accessed by villagers.

Therefore, a comprehensive and structured effort is needed to improve the practice of *muzara'ah* contracts so that they comply with Islamic law. This effort can be realised through continuous education on fiqh muamalah, the establishment of simple written contracts that are easy to understand, and the active involvement of religious leaders, traditional leaders and micro sharia institutions in facilitating fair and transparent agricultural cooperation. Revitalising *maqashid al-Syaria*values in agricultural muamalah practices also needs to be emphasised so that every contract is not only legally valid, but also brings blessings and social benefits to all parties involved. With these improvements, it is hoped that the practice of *muzara'ah* in Rujing Hamlet can develop into a model of agricultural cooperation based on Islamic values, capable of creating economic justice, strengthening social cohesion, and realising the great goals of sharia in building a prosperous, independent and dignified village community.

## Reference

Adinugraha, H. H., Surur, A. T., Al-Kasyaf, M. Z., & Marier, S. M. (2025). Implementing Islamic Values in Sharia Tourism Practices: A Case Study of the Sapuro Religious Tourism Destination in Pekalongan. *Abdurrauf Journal of Islamic Studies*, *4*(2), 101-124. https://doi.org/10.58824/arjis.v4i2.334.

al-Zuhaily, W. (2020). *Fiqh al-Islam wa Adillatuh*. Beirut: Darr al-Fikr.

Bukhari, B., Anwar, A., & Chaliddin, C. (2024). PENGARUH BUDAYA DAN ADAT DALAM PENYELESAIAN EKONOMI SYARIAH DI ACEH PASCA MOU HELSINKI DARI PERSPEKTIF HUKUM. *CONSTITUO : Journal of State and Political Law Research*, *3*(1), 44-60. https://doi.org/10.47498/constituo.v3i1.3408

Darisman, Nasabah Baitul Mall wa al-Tamwil (BMT), Wawancara dilakukan secara Langsung di Rumah Narasusmber, 30 April 2025.

Fajriyah, M. (2017). *Akad Muzara'ah dalam kompilasi Hukum Ekonomi Syari'ah: Studi komperatif Empat Mazhab* (Doctoral dissertation, Universitas Islam Negeri Maulana Malik Ibrahim).

Hadi, R. (2018). Transformation and Implementation of Sharia Principles In Management of Rural Agribusiness Business Development Programs. *Ijtimā iyya Journal of Muslim Society Research*, *3*(2), 167-179.

Poth, C. N. (2018). Innovation in mixed methods research: A practical guide to integrative thinking with complexity. p. 1-184.

Rohman, Moh Mujibur, et al. "Methodological Reasoning Finds Law Using Normative Studies (Theory, Approach and Analysis of Legal Materials)." *MAQASIDI: Jurnal Syariah dan Hukum* (2024): 204-221.

Rohman, Moh Mujibur. "Fiqh Wakaf Progresisf: Wakaf Tunai (Cash Waqf) di Indonesia dalam Memberdayakan Ekonomi Umat Berbasis Maqashid Ibn 'Asyur." *Al-Muamalat: Jurnal Hukum dan Ekonomi Syari'ah* 7.1 (2022): 31-53.

Rohman, Moh Mujibur. "The Benefit Principles of Istibdāl on Wakaf Objects:(Analysis of Dhawābith al-Mashlahah Sa'īd Ramadhān al-Būthi)." *Jurnal Mahkamah: Kajian Ilmu Hukum dan Hukum Islam* 6.1 (2021): 17-36.

Rohman, Mujibbur, et al. "Metodologi Penelitian Kualitatif dan Kuantitatif." (2023).

Rusanti, Ega, and A. Syathir Sofyan (2023) "Implementasi Konsep Ekonomi Islam Pada Sektor Pertanian Berbasis Kearifan Lokal Dan Tantangan Pembiayaan Di Perbankan Syariah." *Jurnal Ilmu Perbankan Dan Keuangan Syariah* 5*(1):* 29-51. https://doi.org/10.24239/jipsya.v5i1.188.29-51.

Siregar Idris, Ucok Kurnia Meliala Hasibuan, & Hazriyah. (2024). Prinsip Prinsip Dasar Muamalah Dalam Islam. *Morfologi : Jurnal Ilmu Pendidikan, Bahasa, Sastra Dan Budaya*, *2*(4), 113–124. https://doi.org/10.61132/morfologi.v2i4.808

Sofana, R. D. P. (2022). The Role of Islamic Micro Financial Cooperatives (Baitul Maal Wat Tamwil) in Local Economic Development. *Semarang State University Undergraduate Law and Society Review*, 2(1), 39-56. https://doi.org/10.15294/lsr.v2i1.53479 .

Sudrajat, B. (2018). *DIMENSI SOCIO-EKONOMI (TEKS MI'RĀT al-ṬULLAB)*. Banten: IAIN Sultan Maulana Hasanuddin.

Tahir, Rusdin, et al. *METODOLOGI PENELITIAN BIDANG HUKUM: Suatu Pendekatan Teori Dan Praktik*. PT. Sonpedia Publishing Indonesia, 2023.

Wahid, N. (2022). *Hukum Ekonomi Syariah Di Indonesia: Teori dan Regulasi*. wawasan Ilmu.

Yazid, F., Kamello, T., Nasution, Y., & Ikhsan, E. (2021, June). Sharia based economics in support of Indonesia's sustainable agricultural sector. In *IOP Conference Series: Earth and Environmental Science* (Vol. 782, No. 3, p. 032040). IOP Publishing.