



REVIEW OF ISLAMIC LAW ON THE LEASE OF AGRICULTURAL LAND PAYMENT BY HARVEST (CASE STUDY OF SUNGAI GAMPA ASAHI VILLAGE)

**Nasrullah, Prof. Dr. H. Ahmadi Hasan, Farihatni Mulyati, M.Ag, Heny Handayani, Putri
Ramadanti, Muhammad Saifullah, Nur Rika**

In co-operation with the Faculty of Sharia Law of the State Islamic University of Antasari
Jalan Ahmad Yani, Km.4.5 Banjarmasin, Indonesia
e-mail: nasrullahhki@gmail.com

Received 18-02-2023 | Received in revised form 20-03-2023 | Accepted 10-05-2023

ABSTRACT

This study discusses "a review of Islamic law regarding leasing of agricultural land, payment for the harvest in the village of Sungai Gampa Asahi, Rantau Badauh District, Barito Kuala District". What is called leasing must involve at least 2 parties. The first is the party that leases the land, the two parties are willing to work on the land. Likewise with the habit of renting in the village of Sungai Gampa Asahi where residents often make leases but the payment system is in the form of crops. What's interesting about the habit of leasing agricultural land in Sungai Gampa Asahi Village is that when the tenant pays the rent, that is by means of the harvest. It can be known that the harvest every year is not fixed. Sometimes it's good, sometimes it doesn't work at all. The method used in this study is a field research method and analyzed by means of descriptive qualitative. Namely the data obtained from interviews and library sources about leasing. From this study it can be concluded that the leases made by the residents of Sungai Gampa Asahi Village are not appropriate because the payment system with the harvest is not clear in it so it will be detrimental to the tenants.

Keywords: Islamic law, leasing, payment of crops.

ABSTRAK

Penelitian ini membahas tentang "tinjauan hukum Islam tentang sewa-menyewa lahan pertanian pembayarannya dengan hasil panen di desa Sungai gampa asahi Kecamatan Rantau badauh kabupaten Barito Kuala". Yang namanya sewa-menyewa pasti melibatkan minimal 2 pihak. Pertama pihak yang menyewakan lahannya, kedua pihak yang bersedia Untuk menggarap lahannya tersebut. Begitu juga dengan kebiasaan sewa-menyewa yang ada di desa sungai gampa asahi ini yang mana warganya sering mengadakan sewa-menyewa tetapi sistem pembayarannya dengan cara hasil panen. Yang menarik dari kebiasaan sewa-menyewa lahan pertanian yang ada di desa sungai gampa asahi ini adalah, ketika penyewa nantinya akan membayarkan sewanya, yaitu

dengan cara hasil panen. Yang mana dapat diketahui bersama bahwa hasil panen itu setiap tahunnya tidak tetap. Terkadang bagus, terkadang tidak dapat panen sama sekali. Metode yang digunakan dalam penelitian ini adalah metode penelitian lapangan dan dianalisis dengan cara deskriptif kualitatif. Yaitu data yang diperoleh hasil dari wawancara dan sumber kepustakaan tentang sewa-menyewa. Dari penelitian ini dapat disimpulkan bahwa sewa-menyewa yang dilakukan oleh warga desa sungai gampa asahi kurang tepat dikarenakan sistem pembayaran dengan hasil panen ini tidak ada kejelasan di dalamnya jadi akan merugikan penyewa.

Kata kunci : Hukum islam, Sewa-menyewa, pembayaran hasil panen

INTRODUCTION

Leasing is a common thing that often occurs among the people of Sungai Gampa Asahi Village, but with the frequent leasing between residents, aspects that are considered important in terms of leasing are often neglected so that it raises new polemics reviewed from Islamic law. As is the case in Sungai Gampa Asahi Village, they make leases but they ignore clarity in terms of wages, namely they delay payment until the harvest. At the time of payment, they can change what has been agreed upon, such as in the contract saying the payment is using one Blek of rice but at the time of payment they replace it with money where the money is the benchmark price of one Blek at the time of the rice harvest and the price of one Blek at the time after the rice harvest is different from the price of one Blek before the rice harvest.

If you really want to replace it with money, you should use the benchmark price of one *balek* (which is approximately 20 liters) before the harvest. The scholars do allow replacing wages with something equivalent. However, it needs to be underlined that it must be equivalent if replacing but not equal, then it is not allowed because it can harm one of the parties, later the lease will become *gharar* (deceit).

This is why, according to the author, leases like this should be discussed because people often ignore things that may be trivial but have a big impact. Initially, the lease was for the mutual benefit of each other, but the unclear payment caused losses to one of the parties.

Based on the author's search, looking for anyone who has raised this discussion, the author takes a journal that discusses the views of Islamic Law on land leasing with a harvest payment system case study in Patte'ne Village, Takalar Regency) prepared by Arif Rahman

Ikmal from Alauddin Makassar State Islamic University¹. The conclusion is that the lease of agricultural land carried out by Pattene residents is not in accordance with Islamic law because the payment or wages made by the landowner to the cultivator is that every harvest the cultivator gets 40% if there is an increase in the price of rice then the only one who benefits is the second party, namely the tenant while the cultivator will not get additional wages because it refers to the initial agreement that the cultivator only gets 40%. So according to Akmal, leasing like this does not fulfill the element of certainty because it can harm one party.

Back to the problem of leasing carried out by the residents of the Gampasari River village, according to the author, this kind of lease should be stopped because it can cause harm to one of the parties So the suggestions submitted by the author If possible, when doing the contract, it is immediately paid, not postponing it until the harvest later, for fear that if it is postponed until the harvest, the payment will be unclear and the lease should also be recorded, not just using verbal. In accordance with QS Al-Baqarah verse 282

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بِيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

"O you who believe! When you enter into debts and credits for a fixed time, write them down".

METHODS

The study is qualitative, and analyzed with a sociological approach to events in Sungai Gampa Asahi village. Data collection by means of interviews and document studies in accordance with the research. This is done to reveal the problem of Leasing Agricultural Land with Payment of Harvest Results

RESULTS AND DISCUSSION

¹ Arif Rahman Ikmal. "View of Islamic Law on Leasing Land with a Harvest Payment System" *Scientific Journal of Comparative Mazhab Students*. Vol 3 No 1 2022. Page 119

Definition of Lease (Al-Ijarah) Al-ijarah according to the language means "al-ajru" which means al-iwadu (compensation) therefore assawab (reward) is named ajru (wage). According to the term al-ijarah is to hand over (give) the benefits of objects to others in exchange for payment². So that leasing or ijarah means a contract for the transfer of the right to use / benefit from an item / service, within a certain time by paying a rental fee (ujrah), without being followed by ownership of the goods themselves. The fiqh definition of Al-ijarah is the transfer of the right to use (benefit) of a good or service within a certain time through rental / wage payments without being followed by the transfer of ownership of the goods themselves.³

In a broader sense, ijarah means a contract that contains the exchange of the benefits of something by giving a certain amount in return. Ijarah is the ownership of services from someone who rents (mu'ajir) by the person who rents (musta'jir), as well as the ownership of property from the mua'jir by a musta'jir. Thus, ijarah means a transaction of certain services, accompanied by certain compensation (gantirugi) as well.

Legal Basis for Leasing

The legal basis or legal basis for leasing is the Qur'an, Al-Hadith⁴.

قَالَتْ إِحْدَاهُمَا يَا أَبَتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ

Meaning: One of the two women said: "My father, take him to work for us, for surely the best person you can hire to work for you is one who is strong and trustworthy" (Q.S. AlQashash: 26). According to the scholars, there are three pillars of ijarah, namely:

1. Aqid (the person making the contract)

That is, the person who makes a lease contract, the one who gives wages and the one who rents is called mu'ajir and the one who receives wages to do something and the

² Syamsul Anwar. Sharia agreement law: A Study of Akad in Muamalat Jurisprudence. (Jakarta: Raja Grafindo Persada), 2007. Page 37

³ *Ibid* Page 39

⁴ Qamarul Huda. Fiqh Muamalah. (Yogyakarta: Success Offset, 2011) Page 47

one who rents something is called *musta'jir*⁵. Because of the importance of the requirements for making a contract, the Shafi'iyah and Hanbalis add that those who make the contract must be adults and it is not enough just to be *muaayyiz*.

2. Sighat

3. Wages

It is something that is given to the *musta'jir* for the services that have been provided or the benefits taken by the *mu'ajjir* with the condition that it is clear or the amount is known, therefore *ijarah* is not valid with unknown wages. Terms of lease

- a. must be of sound mind Both parties to the lease agreement must be of sound mind. So the *aqad* is not valid for a madman or a child who is not yet *mumayyiz* (a person who can distinguish between good and bad)⁶In general, it can be said that the parties to an *ijarah* must be people who have the perfect ability to act, so that everything they do can be held legally accountable.
- b. The consent of both parties The parties *ijarah* must act voluntarily. In this case, the *aqad* of leasing may not be carried out by one party or the other party with an element of coercion, whether the coercion is from the party to the *aqad* or from the other party.
- c. main elements (goods, price and time period) Goods are assets in the form of material objects, both movable and immovable. The price in a lease agreement is the cost in the form of a fee in exchange for the use of the leased object. Lease agreements do not require payment to be in the form of money but can also use goods or services. After the lease period ends, the leased item is returned to the owner, or the parties can extend the lease period according to the agreement of⁷.

⁵ M Ali Hasan. Various Types of Transactions in Islam. (Jakarta: PT Raja Grafindo Persada, 2003). Page 54

⁶ *Ibid* Page 56

⁷ *Ibid* Page 58

- d. There are goods that are delivered The enjoyment in question is the enjoyment of the tenant to use and enjoy the results of the leased goods.

Land Leasing Practices in Sungai Gampa Village

Before the author discusses further about leases in Sungai Gampa Asahi village, it is necessary to know that the leases that are carried out are the will of both parties, because the majority of residents there work as farmers. For residents who do not have land, they will rent to other residents who have more land.

In this case the author conducts research through observation by directly seeing the land and interviewing the farmers. This lease is usually held every season where the rent from the harvest is paid every harvest. The rental price is usually adjusted to the size of the land to be cultivated by the tenant. Based on the results of the research, it was found that the outline of the land lease practice carried out by the local community was a land lease system that was not clear about the payment or was not paid from the beginning of the contract but waited for the harvest. Where usually in local residents the rental price is one blek of rice per piece.

If we look at it based on Islamic law which is in the pillars of renting there is such a thing as wages and in the wages there is what is called a wage requirement, namely the first must have clarity, that is, it is known how much the amount is. whereas what happens among the community they only mention that one piece is equal to 1 blek of rice the rental price. And the fact is that when they pay the rent, not all of them use paddy but some replace it with money and as we know that the price of paddy is not fixed, in the sense that there is no clarity. And it should be noted that crop yields, especially rice every year are uncertain, some can harvest, some fail to harvest. If the harvest fails then it can be said that the most disadvantaged are the cultivators or tenants because he has not gotten any results but later he will be in debt because usually the people in the village of Sungai Gampa who become cultivators they will owe the landowner to buy fertilizer or medicine for the rice.

So according to the author, the lease of agricultural land in Sungai Gampa Asahi village is not in accordance with the study of Islamic law because there is no clarity regarding wages. There should have been transparency from the beginning in the lease agreement regulating the range of rental costs if in the future there is a crop failure which results in unsuccessful production of the results of the land lease.

Conclusion

The practice of leasing land in Sungai Gampasari village initially begins with an agreement between the cultivator and the landowner in which the first party leases his land to the chairman to take advantage of it within a certain time the second party hands over the rent to the first party after the harvest is completed in the following year even though the harvest cannot be determined while if the crop is damaged then the loss will be borne by both parties. But even though it is borne by both parties, it is still the cultivators who will be disadvantaged because basically when they work on the land, they owe the landowner to buy fertilizer or medicine for the rice. The implementation of land leases in Sungai Gampa Asahi village does not fulfill the requirements in the land lease contract in the aspect of the benefits of the object of the lease which is the core of the lease, namely the fruit, very rarely not fulfilled because it cannot be ascertained whether the plant is fruitful or not fruitful.

Bibliography

Anwar, Syamsul. *Sharia agreement law: A Study of Akad in Muamalat Jurisprudence*. Jakarta: Raja Grafindo Persada, 2007.

Hasan, M. Ali. *Various Types of Transactions in Islam*. Jakarta: PT Raja Grafindo Persada, 2003.

Huda, Qamarul. *Fiqh Muamalah*. Yogyakarta: Success Offset, 2011.