


Muzara'ah, Musaqoh And Mugharasah Contracts In Fiqh Muamalah

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Article Info	ABSTRACT
Keywords: Muzara'ah, Musaqoh, Mugharah, Fiqh of Transactions	This journal aims to provide a comprehensive overview of partnership contracts in business. There are 3 partnership contracts that will be discussed in this journal, namely Muzara'ah, Musaqoh and Mugharasah . Data were obtained through library research . Data analysis was carried out qualitatively on all literature sources. With objective and reliable data analysis, it is expected that accurate and valid discussions will be obtained as answers to all problem formulations that have been made in this study. The data processing method explains the data processing and analysis procedures in accordance with the approach taken. This study uses a data processing method carried out by describing the data in the form of regular, sequential, logical, non-overlapping, and effective sentences so as to facilitate understanding and interpretation of the data. The musaqah contract and the muzara'ah contract are made into one, if the contract is separate, the contract is invalid (void). Hanafiah scholars say that the handover of empty land to farmers for a certain period of time to be planted with trees with the provision that the land and trees growing on it belong to both the landowner and the farmer, the law is not allowed .
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INTRODUCTION

God has prescribed His laws for humans, of course, not without purpose, but for the welfare and benefit of humans themselves. The manifestation of God's command can be seen through the Qur'an and its explanation can be seen from the hadith of the Prophet Muhammad SAW, an extraordinary human being who has a special right to re-explain God's intentions in the Qur'an. None of God's words end in vain without being understood by His servants, and may even result in the destruction of the order of human life. God's words are not interpreted rigidly so that the values of universal benefit for humans are not applied. For the benefit of humans, interpretation of the Qur'an must be done wisely and judiciously using a philosophical approach. Thus, the philosophical values (substantial) in the Qur'an will be revealed. The application of human welfare (maslahatul ummat) is God's ideal according to His message.

Indonesia is one of the horticultural countries where most of its territory is a province and its population works as livestock breeders. In rural areas, agricultural land is very extensive, but not all residents who mostly work as livestock breeders have their own agricultural land, so most of the population who do not have land work as workers. The

attitude of social resilience, the value of joint participation can be used firmly so that the Indonesian state can face the challenges of increasingly advanced changes in the era, globalization, and various things that can endanger the lives of the community.

Indonesia, one of the few countries with a Muslim majority, is not free from Islamic law as a means to regulate the daily lives of Muslim citizens. This includes matters relating to formal interactions with the Prophet Muhammad (pbuh) and how to behave in social interactions with other members of the Muslim community (mu'amalat) .

In a society, there are some who have good agricultural land to plant to produce. But do not have the ability to farm, and also those who have land and also have the ability to plant it but lack capital, and there are also those who do not have any, except having the energy and ability to farm.

Akad comes from Arabic, namely al-aqdu which means agreement, bond or bond. According to Abu Bakar al-Jashshash, an akad is something that is bound by someone to a matter that will be carried out or bound to another person to be carried out obligatorily. Akad is ijab and qabul which gives birth to rights and responsibilities towards objects. Ijab in the definition of a contract is an expression or statement of the will to carry out an agreement by one party, which is usually called the first party. Meanwhile, qabul is a statement or expression that describes the will of another party, which is usually called the second party, the recipient or approver of the statement. Thus, each party who wishes to bind themselves in a contract is called mujib and the other party after consent is called qabil . This meaning is chosen by the Hanafiyah, in general the term contract means consent and qabul or handover of goods or objects in muamalah.

Partnership agreements in business have become an important pillar in building synergy and collaboration between business actors. Through this agreement, various parties can combine resources, expertise, and networks to achieve greater business goals. However, the complexity of partnership relationships requires a deep understanding of the definition, legal basis, and opinions of the schools of thought .

This journal aims to provide a comprehensive overview of partnership contracts in business. There are 3 partnership contracts that will be discussed in this journal, namely Muzara'ah, Musaqoh and Mugharasah . Starting from the definition, legal basis, to analysis of the challenges and opportunities faced in practice.

Agriculture that utilizes media digitalization will also bring more maximum results because it can follow the development of the times and agriculture is also a lifeline because most of the staple foods consumed by the Indonesian people come from agricultural products. The potential of the agricultural sector is very large so it will be very interesting if it can be studied in more detail about the various potentials that will be produced in the agricultural sector in the digitalization era.

Fiqh muamalah is a branch of Islamic law that regulates relationships between humans in various aspects of life. One of the practices of muamalah is ijarah, which is a rental contract in which a person rents goods or services to obtain benefits in return for a certain period of

time. Through this ijarah contract, both parties, namely the tenant and the owner of the goods, are bound by an agreement that regulates their rights and obligations.

RESEARCH METHODS

Research methods are the ways researchers collect data. A case study, which is a type of descriptive approach, is a type of research that is conducted in a comprehensive, thorough, and in-depth manner on a particular organism (individual), organization, or phenomenon with a focus on a limited subject or area.

This Journal article uses a normative approach. The normative approach is used for research from the perspective of fiqh muamalah on the position of collateral in Muzara'ah contracts, Musaqoh contracts and Mugharasah contracts. Data were obtained through library research. Data analysis was carried out qualitatively on all literature sources. With objective and reliable data analysis, it is expected that accurate and valid discussions will be obtained as answers to all problem formulations that have been made in this study.

Data processing methods explained procedure processing and analysis of data according to with the approach taken. Because the research This use method qualitative, then method data processing is carried out with describe the data in form sentence orderly, sequential, logical, non-overlapping, and effective so that make it easier understanding and interpretation of data. Among them through stage: Data checking (*editing*), Classification (*classifying*), Verification (*verifying*), analysis (*analysing*), and making conclusions (concluding).

RESULTS AND DISCUSSION

Overview of the Contract Muzara'ah

Understanding Muzara'ah

The word *al-muzara'ah* is a basic word form (*infinitive: mashdar*) of the word *al-zar'u* which literally means to plant or grow. The meaning of Muzara'ah in terms is explained by scholars as follows:

- In the books *al-bada'i*, *tabyin al-Haqa'iq*, *al-Dur al-Muhtar* and *Takmilah al-Fath*, the term *Muzara'ah* means: an agreement regarding the cultivation (planting of trees on) land with (wages taken from) part of the results.
- In the books *al-Syarh al-Kabir* and *al-Qawanin al-Faqhiyyah*, Malikiyah scholars explain that what is meant by the *al-Muzara'ah* contract in terms of terminology is cooperation in cultivating and planting land.
- In the book *al-mughni* and *Kasyaf al-Qina*, Hanabilah scholars explain that what is meant by the *Muzara'ah* contract in terms of terms is the handover of land to a manager (cultivator) who will cultivate and plant it, the results will be divided between the land owner and the manager.

In general Etymology, *Muzara'ah* means Work same in the field agriculture between party owner land and farmers cultivator. In terminology, there are a number of definition

muzara'ah as put forward by the Malikiyah Islamic jurisprudence scholars define : union in agriculture . Hanabilah scholars define : handover land agriculture to a farmer For worked on and the results shared both of them . Both of them definition This in Indonesian customs are called as half of the rice fields. Population Iraq call it al- mukhabarah , but in *al- mukhabarah* , the seeds to be planted originate from owner land . Imam Syafi'i define : processing land by farmers with reward results agriculture , while seed agriculture provided cultivator land .

Muzara'ah is Work The same training agriculture between owner land and cultivators , where the owner land give land agriculture to the cultivator For planted and maintained with reward part certain (percentage) of results harvest . *Al- muzara'ah* often identified with *mukhabarah* . Among both of them There is A little difference as following :

- a. *Muzara'ah* : seed from owner land
- b. *Introduction* : seed from cultivator .

Muzara'ah is means For make land agriculture productive with cooperation between owner and cultivator For produce it , and the result shared among they according to the agreement that has been agreed together . *Muzara'ah* is also an agricultural conversion partnership between landowners and cultivators, the landowner provides agricultural land to cultivators for cultivation and maintenance in exchange for a portion of the harvest.

Then, the Syafi'i school of thought is of the opinion that *muzara'ah* is a collaboration between the owner and the cultivator to work on the land in return for the results being shared according to mutual agreement, while the seeds are provided by the land owner. *Muzara'ah* is a form of cooperation in the agricultural sector between land owners and sharecroppers, where the land owner provides land to be managed, while the farmer contributes in the form of labor and expertise. The harvest is then divided between the two parties according to the agreement that has been set at the beginning of the contract.

Legal Basis of Muzara'ah

The opinion of the majority of scholars including Imam Malik, the Shafi'iyyah scholars, Abu Yusuf and Muhammad bin Hasan (two students of Imam Abu Hanifah), Imam Hanbali and Dawud Ad-Dzâhiry. They stated that the *muzara'ah* contract is permitted in Islam. Their opinion is based on the Qur'an, Sunnah, Ijma' and rational evidence . As in the word of Allah SWT in Surah Al-Muzammil verse 20 as follows:

And He is the Most Merciful Yasserbin FYI O Lord, the Most Merciful
Yabbatagan My name is Allah is the Most Gracious Allah is the Most Gracious
Meaning: "...and those who travel through the land seeking of Allah's bounty..."

In the Qur'an there is evidence about it is permissible practice *Muzara'ah* Al-Qur'an Surah al- Waqi'ah verses 63-64:

Gracious	Most the	And	Mo	High	Most	The	٥٣
Merciful	Most	The	تَرَرُّ	عُؤْنَه	Allah	O	Naina
					Gracious	Most	The

"Is it You notice the seeds you plant ?, Whether you who grow it Or do we make it grow?"

Evidence from the Qur'an and Hadith the on is runway the law used by the ulama' which allows it contract agreement *muzara'ah* . According to the scholars, the contract This aiming

For each other help between farmer with owner land agriculture . Owner land No capable do the land , is farmer No have land or land agriculture . It is narrated from Ibn Umar that the Messenger of Allah SAW once give land Khaibar to its population (time) That they Still jewish) for worked on with reward distribution results fruit and plants .

Narrated by Bukhari from Jabir said that Arab nation always process the land in a way *charity* with ratio the result is 1/3: 2/3, 1/4: 3/4, 1/2: 1/2, then Rasulullah SAW said : " *Let to plant or hand it over For worked on . Whoever No do one of from both of them , hold on the land .* " Bukhari said that has said Abu Jafar, " Nothing one in Medina except its inhabitants process land in a way *charity* with distribution the results of 1/3 and 1/4. This is has carried out by Sayidina Ali, Sa'ad bin Waqash , Ibn Mas'ud, Umar bin Abdul Azis, Qasim, Urwah, Abu Bakr's family , and Ali's family .

Terms and Conditions Muzara'ah

1) Terms and Conditions *Muzara'ah* is :

- a) Owner land must deliver land that will be worked on to the party that will work on .
- b) Cultivator must own skills farming and willing to work on the land he received .
- c) Cultivator must give profit to owner land when management carried out produce profit .
- d) Contract *charity* can done in a way absolute and/ or limited .
- e) The type of seed that will planted in *charity* limited must stated in a way Certain in agreement , and known by the cultivator .
- f) Cultivator free choose type seed plant For planted in contract *charity* absolute .
- g) Cultivator must pay attention and consider condition land , condition weather , and possible way For overcome it approaching season plant .
- h) Cultivator must explain estimation results harvest to owner land in contract *charity* absolute .
- i) Cultivators and owners land can do agreement about distribution results agriculture that will accepted by each party .
- j) Deviations made cultivator in contract *muzara'ah* , can result in canceled contract That .
- k) All over results harvesting carried out by cultivators who do violation (deviation), becomes owned by owner land .
- l) In terms of cultivator do violation , owner land recommended For give reward on work that has been done done cultivator .
- m) Cultivator entitled continue contract *charity* If the plants Not yet worthy harvested , even though owner land has die .
- n) Heir owner must continue Work The same *muzara'ah* that is carried out the deceased party , before plant party cultivators can be harvested .
- o) Cultivator's rights land can moved with method inherited when cultivator died , until the plants can be harvested .

- p) Heir cultivator entitled For continue or cancel contract *muzara'ah* carried out by the parties die .

Pillars *Muzara'ah*

The pillars of *Muzara'ah* consist of

- 1) Land Owner
- 2) Cultivator
- 3) The land being cultivated , and
- 4) Contract .

***Muzara'ah* Contract and Things That Can *Invalidate It*.**

In Islamic law, profit sharing in agriculture is known as *Muzara ' ah* . *Muzara ' ah* is generally carried out by land owners who provide seeds to be managed by rice field/land cultivators who are only responsible for maintenance and management. In *muzara ' ah* activities there are three conditions that cause the *Muzara ' ah* contract to end or *fasakh* .

Expiration of the contract period When the contract period ends, the contract also ends. This is the meaning of the *fasakh* of a contract. When the contract period has expired finished and the plants have produced results and then the results have also been distributed to each party, then the contract ends. However, if the contract period has ended while the plants have not produced results, the contract must continue even though the period has ended until the plants bear fruit and can be distributed. the result. This is done for the common good of both parties.

Death of one of the parties . This is the opinion of the Hanafi and Hanabilah. The contract ends with the death of one of the parties, whether the death is before or after the cultivation. Likewise when the plant has borne fruit or not. Meanwhile, the Shafi and Malik are of the opinion that *muzara ' ah* does not end with the death of one of the parties. The Hanafi distinguish between the impacts that arise due to the death of one of the parties, as follows:

- 1) The impact of the death of the landowner: If the landowner dies, while the agricultural products have not yet been harvested. Then, the land is given to the cultivator to be managed again until the harvest time arrives. Meanwhile, the harvest is divided between the cultivator and the heirs of the landowner, as per the initial agreement between the landowner and the cultivator.
- 2) The impact arising from the death of the cultivator: So, if the cultivator dies before there is a harvest. Then, for his heirs the right to continue the work inheritance from the cultivator (*muwarrits*) in accordance with the conditions agreed between the land owner and the previous cultivator.

If the contract is concluded before the usual agreement, then the contract is void. According to Hanafiyyah, the nature of the contract in *Muzâra ' ah* is *ghairu* which is common for the owner of the seed and common for those who do not own the seed. Meanwhile , according to Malikiah, the *Muzâ ra'ah* contract becomes common when the cultivator has started his work. So, as long as the cultivator has not worked on the land, he can still fulfill the contract. For Hanafiyyah, it is also permissible to terminate the contract after it has become a regular contract, if there is an excuse. Either from the landowner or the cultivator. For example:

There is a debt for the landowner, which requires him to sell the agricultural land, which has been agreed upon for the *Muzâra'ah contract*. Where the land owner has no other assets besides the land. So, it is permissible for him to sell it because of the debt, and the *Muzâra'ah contract ends (fasakh)*. Because he cannot continue the contract, except by bearing the danger of the debt he has.

Implementation of the Muzara'ah Contract

The manager is the party who cultivates or works on the land from the landowner. While the landowner is the party who gives trust to the cultivator to then be managed so as to produce profits which are then shared between the two. The landowner (*shohibul mal*) provides land or rice fields to be planted and supervised by the cultivator (*mudharib*), while maintenance costs, for example, medicines are provided by the cultivator, except for the administration costs of manure and agricultural trucks. Because according to the current arrangement, the administration costs of manure and agricultural vehicles are borne jointly by the landowner (*shohibul mal*) and the cultivator (*mudharib*), while medical costs are borne by the cultivator.

During the land maintenance period, the land owner (*shohibul mal*) gives authority and opportunity to the head (*mudharib*). in choosing the type of medicine during the maintenance period of rice plants that will be used as the object of benefit of dividing participation between two meetings. Not only that, the land owner (*shohibul mal*) also provides adaptation capabilities to the director (*mudharib*) in focusing on rice plants.

The care in question is identified with the arrangement of manure and medicines. This is intended so that the rice plants that are planted can be protected from insects, and the results can be abundant. The leader (*mudharib*) must anticipate the occurrence of carelessness in supporting so that the goal is not achieved, suffers disaster or produces profit but only a little.

Musaqah (Plantation Management Fee Based On Certain Portion Of Yield).

Understanding Musaqa

Al- Musaqa is more form simple from *muzara'ah* where is it the accumulator only responsible answer on watering and maintenance as reward , the cultivator entitled on ratio certain from results harvest . Musaqa, defined by scholars, as stated by Abdurrahman al-Jaziri, is a contract for the maintenance of date palms, plants (agriculture), and other things, with certain conditions. According to scholars of Shafi'iyah, Musaqa is defined as employing farmers to cultivate dates or grape trees only by irrigating and caring for them and the results of the dates or grapes are shared between the owner and the farmers. Another definition interprets musaqa as cooperation in plant care with compensation from the results obtained from the plants, what is meant by plants in this muamalah are old plants, or perennial plants that bear fruit in anticipation of the fruit. Care here includes irrigating, weeding, caring for and other efforts related to the fruit.

Legal Basis of Musaqa

Has said Abu Ja'fat Muhammad bin Husain bin Abu Talib ra that the Messenger of Allah SAW has make resident Khaibar as cultivator and keeper on base for results . This is

continued by Abu Bakar, Umar, Ali and others families they until day This with ratio $\frac{1}{3}$ and $\frac{1}{4}$. All has done by the khulafur rasayidiin during his reign and all the party that has knowing it , will but No no one denies it . It means This is ijma' sukuti (consensus of people).

Pillars *Musaqah*

Pillars *Musaqah* Is

- 1) Party supplier k plant
- 2) Maintenance plant
- 3) Plants that are maintained
- 4) Contract

Provision *Musaqah*

Provision *Musaqah* is as following :

- 1) Owner land must deliver plants to party caretaker .
- 2) Caretaker must look after plants that become not quite enough the answer
- 3) Caretaker plant required own skills For do work
- 4) Distribution results from maintenance plant must stated in a way Certain in contract
- 5) Maintenance plant must replace losses incurred from implementation his job If loss the caused by negligence .

Implementation of the Musaqa Contract

Technically, cooperation in the field of plantations or agribusiness has long been carried out in Indonesia. Many harvests have been produced from this cooperation, both cooperation in land cultivation or garden maintenance. The recommended cooperation is cooperation using the system profit sharing. In this context, the garden owner and the farmer will share the results after the harvest of the fruit that has been produced. This cooperation is called the *Musaqah* contract.

In cooperation between plantation owners and farmers, the procedure they make is an unwritten agreement, meaning that the plantation is handed over on the basis of trust to the farmer. The plantation is provided by the plantation owner and labor from the farmer. With this cooperation agreement, it is a guarantee that the needs of farmers are met, because the cooperation agreement determines the rights and obligations of both parties. The following are the obligations of both parties, the plantation owner and the farmer.

- 1) The obligation for the plantation owner is to bear the capital or all costs related to the cultivation process such as fertilizer and seeds.
- 2) The obligation for farmers is :
 - a. All operations that are usually carried out on plants, whether done by oneself or by involving other people or by using the machines needed to manage the land, plants and irrigation.
 - b. Fertilize.
 - c. Cleaning small water channels and roads.
 - d. Combating plant diseases, such as pests that can damage plants.

In the distribution of profits they use a profit sharing system. The owner of the plantation bears the capital and all costs related to the maintenance process, while the farmer

only spends energy in maintaining and caring for it. Each person gets a share of the results after deducting the costs that must be incurred in the cultivation as agreed at the start of the agreement.

Overview of the Contract *Mugharasah*

Understanding *Mugharasah*

In general etymological, *mugharasah* means transaction to tree. According to terminology *fiqh*, *al- mugharasah* defined with handover land agriculture to farmers who planted or handover land agriculture to farmers who are experts in the field agriculture, while planted trees owned by both (owners) land and farmers). The people of Syria named it with *al- munashabah* (half), because land that has been worked on become owned by them in a way together and each party get part half.

Islamic jurisprudence scholars define *mugharasah* as the handover of agricultural land by an owner to a farmer to plant trees. Shafi'i scholars define *mugharasah* as the handover of agricultural land by a landowner to a farmer who is an expert in its management and the trees planted become the property of both parties (the landowner and the farmer). According to Wahbah az-Zuhaili, cultivating empty land using the *mugharasah* contract as the basis for cooperation is a legitimate activity if the cultivating farmer obtains a certain portion of the entire land cultivated and its results, the concept used is the same as the concept of the *musaqah* contract as stated by Imam Ahmad bin Hanbali.

Contract Law *Mugharasah*

In determining law the contract of *al- mugharasah* there is difference opinion of *fiqh* scholars. Hanafi scholars say that handover land empty to farmer in time certain for planted trees with provision the land and the trees that grow on it become owned by together between owner land and farmers cultivator, the law No okay. There are three reasons why Hanafiah scholars state that the contract of *al- mugharasah* No allowed, because:

- 1) In the contract *mugharasah* required union to something that has been there is, namely land agriculture. This means that in Work The same This the land to be made into object by both split Already there is and has been is right belongs to one parties. Requirements This according to they, make Work The same That No balanced, because owner land has more formerly own land temporary farmer cultivator No own What what. Even though in One form Work The same required existence balance, good from both capital and from aspect the benefits obtained.
- 2) In *al- mugharasah*, the owner land make half from the land as wages for cultivator on the work done. This is The same as it is with cultivator buy half from land existing cultivation with all in all do land That means, the price purchase half treasure agriculture That is something extraordinary (something Not yet sure) at the time will was held. Elements uncertainty to change make a loss half the land to be accepted farmer cultivator make contract This fasid (damaged). In side that, the limits of ability cultivator at the time held transaction Not yet clear, then in a way No direct transactions made Already since beginning No fulfil conditions, because do transaction to something that has not been done clear.

- 3) In *al- mugharasah* , owner land give wages to farmer cultivator For to work on land empty become productive garden , with tools and work done , and as the reward half land that has been become garden productive That become owned by farmer cultivator . Work The same like This including a fasid contract , because contract This including to in category ijarah contract (wages) with wages that are not clear or No surely , therefore including one of contract containing gharar (fraud).

Implications from third matter mentioned above , if contract *al- mugharasah* it's over walk , then all over trees and their results owned by owner land , while farmer cultivator only entitled mark all over the tree he cultivates when done harvest , and above all the work he does , farmer cultivator entitled get fair wages . Mughasarah is a profit-sharing cooperation between the owner of agricultural land and its cultivators, thus it is a form of mutual assistance. The verses of the Qur'an that discuss this are:

O Allah, the Most Gracious ,O Allah Allah is the Most Gracious The Most High Lord And the O Allah, the Most Gracious O Allah And the Most Gracious Allah Allah is the Most Gracious And the Most High Allah Allah is the Most Gracious وَالْمُحْسِنَاتُ My name is O Allah, the Most Merciful وَالْمُحْسِنَاتُ My name is O Allah, the Most Gracious Allah O And the Most Gracious My name is And I will grant you peace O Allah أَنْتُمْ هُنَّ ,O Lord And He is the Most Merciful God The Most High And Allah The Most High Allah is the Most Gracious And I will Yakoofera In the name of Allah Fatih The Lord Allah , the Most Gracious , the Most Merciful O :And He said FYI And the Most Gracious My name is الْحُسَيْنِ ٥

Meaning: *O you who believe, do not violate the rites of Allah, do not violate the sacred months, do not disturb the sacrificial animals and qalā'id (marked sacrificial animals), and do not (nor disturb) the visitors to Baitulharam while they seek the grace and pleasure of their Lord! When you have completed Tahalul (finished ihram), go hunting (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.*

In this verse, Allah commands humans to help each other and assist each other in goodness. This form of mutual assistance is not only in the form of giving something to the poor, but can also be in the form of providing employment for them. In agricultural efforts, not everyone has the ability to cultivate land and manage plantation land. Sometimes a plantation owner is also unable to manage his plantation because of other activities so that his plantation becomes neglected. While on the other hand, there are quite a few people who have the ability to farm but do not have agricultural land. This is where they can make a joint effort in managing the agricultural land.

As road out (hilah) for justify contract *al- mugharasah* , Hanafiyah scholar to put forward a solution law . The method used , according to they is owner land sell half from overall land cultivation That to cultivators and farmers cultivator for rent For do land That during three years . For example , with give A little wages to farmer that . Or the way that may be taken , according to they is do the contract of *al- mugharasah* to trees and their

products only , temporarily land agriculture That No entered to in al- mugharasah . Syafi'iyah and Hambiliyah scholars also have the opinion contract mugharasah No valid .

Rejection third sect the just For look after right the party that does al- mugharasah transaction , because Lots uncertainty and possibilities that will happen during wait planted trees bear fruit . Malikiyah scholars opinionated that Work The same For manage the trees that grow above a piece land may accepted if done with the al-ijarah method (wages), namely with method farmer cultivator for rent owner land For cultivate and maintain the tree that grows on top his , and the owner land give wages certain on Work That to farmer cultivator . May also work The same This in form ji'alah , namely farmer cultivator for rent For planting , cultivating and maintaining the trees above a piece Plantation land , with provision that farmer entitled on half the trees that will grow .

Implementation of the Mugharasah Agreement

Basically, the mugharasah contract has many differences of scholars in it. The scholars, jumhur (except for Malikiyyah scholars) do not allow this for various reasons, while Malikiyyah scholars allow it, but with several terms and conditions. Hanafiya scholars are of the opinion that the mugharasah contract is void for several reasons, namely :

- 1) In the *mugharasah contract* , the landowner already owns the land and the Practitioner farmer has nothing. Although some forms of cooperation require balanced capital and profit.
- 2) Uncertainty of compensation factor for half of the farmer's land. The cultivator canceled this contract. In addition, the limitations ability. If the practitioner is not clear when making a transaction, then this is an indirect transaction. Doing something from the beginning does not qualify because it is an agreement on something that is not clear.
- 3) This collaboration is a fasid contract because the contract is included in the ijarah (salary) contract where the wages are not determined or certain, so it is a contract that contains gharar (fraud).

Shafi'iyah scholars consider mugharasah to be invalid because it is not permissible to pay someone to work a plot of land with wages for part of the land's yield, for example, profit sharing in a musaqah contract is not permissible because the management and mechanism of this mugharasah is different from the implementation of a musaqah contract. Shafi'iyah scholars are of the opinion that if this contract continues, then all the results of this mugharasah will belong to the sharecropper, and the landowner can only rent the land at the prevailing price.

Ulama Habila h is of the opinion that if a landowner hands over a piece of land to a farmer on the condition that all the land and trees on it belong to both of them, then the contract is void. because there are conditions or provisions that both parties agree on primitive things in nature (namely land and trees). However, if only fruits are distributed, it is also valid, because practitioners have a lot of labor, but the share they get is very small.

Malikiyah scholars are of the opinion that cooperatives for managing trees growing on a piece of land can be accepted if they are carried out in the form of ijarah (wages), namely through the landowner hiring sharecroppers. And to maintain the trees growing on his land,

the landowner pays the sharecroppers. with a certain wage. This collaboration can also take the form of al-ji'alah, where the planter plants Give the tree to the landowner if he shares what grows. Or it can also be through the mugharasah contract itself (i.e. the planter plants a tree for the Landowner (provided he gets a share of the tree, fruit and land) is valid with five conditions. Explained in An-nisa verse 29:

Yaya O Allah, the Most Gracious Amin Allah The Most High O Muhammad Bina Kim The Most High O Allah Anya Tokiwon The Lord of the Rings ANN The Lord وَلَا يَنْفَكُ The Most Merciful أَتُفْسَكُ
Allah Allah is the Most Gracious Canaan Bikram Rahim ٢٩

It means : *O you who believe! Do not devour each other's wealth in a false way, except in trade that is based on mutual consent between you. And don't kill yourself. Indeed, Allah is Most Merciful to you.*

This verse strictly prohibits people from consuming other people's property or their own property through vanity, meaning they have no rights. Consuming one's own wealth in a false way is spending one's wealth in an immoral way.

CONCLUSION

Contract partnership in business has become an important pillar in build synergy and collaboration between perpetrator business . Through agreement this , various party can merge source power , expertise and network For reach objective more business big . However , the complexity connection partnership demand deep understanding about definition , basic law , and opinion of the schools of thought . Akad Work the same as often put into practice in field plantation and agriculture in Islam is divided become three type that is contract muzara'ah , mukhabarah and contract musaqah. *Muzara'ah* is Work The same training agriculture between owner land and cultivators , where the owner land give land agriculture to the cultivator For planted and maintained with reward part certain (percentage) of results harvest . *Al- Musaqah* is more form simple from muzara'ah where is it the accumulator only responsible answer on watering and maintenance as reward , the cultivator entitled on ratio certain from results harvest. *Al- mugharasah* defined with handover land agriculture to farmers who planted or handover land agriculture to farmers who are experts in the field agriculture , while planted trees owned by both (owners) land and farmers)

REFERENCES

- Ali Hasan, Muhammad 2006. *Berbagai Macam Transaksi Dalam Islam*. Jakarta. Raja Grafindo Persada.
- AlKharaj: Jurnal Ekonomi. Keuangan & Bisnis Syariah. Volume 6 Nomor 4.
- Andrini, Rozi dan Dedek Setiawan. 2023. *Analisis Implementasi Musaqoh Terhadap Kesejahteraan Perspektif Ekonomi Syariah*. Journal Of Ahkam wa Iqtishad. Vol. 1, No. 2.
- Cantika Turnip, Devi dan Uswatun Hasanah. 2024. *Implementasi Akad Muzara'ah Dalam Meningkatkan Pendapatan Buruh Tani Di Desa Susuk*. Jurnal Pengabdian Kepada Masyarakat Cahaya Mandalika. Vol. 5, No.1.
- Goventolo). Volume 4, Nomor 2,

Group.

Halim Hasan, Abdul. *Tafsir Al-Ahkam*. Jakarta. kencana, 2006

Haroen, Nasrun. 2007. *.fiqh Muamalah*, cet. Ke 2. Jakarta. Gaya Media Pratama.

Herlina dkk. 2024. *Sistem Akad Muzara'ah Untuk Petani Bawang Merah*. Jurnal Ilmu Sosial, Humaniora dan Seni. Vol. 2 No. 4.

Jamaliah, Jurri dkk. 2024. *Eksplorasi Hukum Ekonomi Syariah Terkait Akad Muzara'ah Antara Pemilik Lahan Pertanian Dan Penggarap Di Desa Cihampelas*. Istimā – Jurnal Pengabdian kepada Masyarakat: Inklusi Sosial dan Pemberdayaan Masyarakat Volume 1, Nomor 2.

Kasus Pertanian. Mutawazin (Jurnal Ekonomi Syariah IAIN Sultan Amai Kecamatan Lanrisang), Parepare, 2023.

Mardani. 2012. *Fiqh Ekonomi syariah Fiqh Muamalah*. Jakarta. Kencana.

Mubarok, Jaih dan Hasanudin. 2019. *Fikih Mu'amalah Maliyyah*. Bandung.

Mursal, *Perjanjian Kerjasama Penggarapan Perkebunan Dengan Sistem Bagi Hasil Tanah Perspektif Akad Mugharasah (Studi Kasus Praktek Makkabekka Di*

Nur Iqbal, Muhammad dkk, *Tujuan Hukum Islam Dalam Perspektif Maqashid Al-Syari'ah*, Jurnal Pendidikan dan Konseling Volume 5 Nomor 1 Tahun 2023

Nursyabania dkk. 2023. *Akad Muzara'ah Pada Tradisi Tesang Uma Di Desa Tapalinna (Studi Kasus Petani Padi Desa Tapalinna Kecamatan Mambi Kabupaten Mamasa*. Journal Peqquruang: Conference Series. vol.5.

Penerapan Akad Muzara'ah Serta Potensi Pada Sektor Pertanian DiDesa Kaduwulung. Proceedings UIN Sunan Gunung Djati Bandung.

Rahman Al-jaziri, Abdur, Moh. Zuhri dkk. 1994. *Fiqih Empat Madzhab*. Asy Syifa. Semarang.

Rahman Ghazaly, Abdul dkk, 2010. *Fiqh Muamalat*. Jakarta. Prenadamedia

Rozi, Fahrur. 2023. *Bagi Hasil Pertanian Dengan Prinsip Akad Muzara'ah Studi*

Ruliniati dkk. 2024. *Tinjauan Ekonomi Islam terhadap Sistem Bagi Hasil Pertanian Menggunakan Akad Muzara'ah (Studi Muara Lintang Kecamatan Pendopo Barat Kabupaten Empat Lawang)*. Jurnal Ilmiah Universita: Batanghari Jambi. Vol 24, No 3.

Rustandi, Ridwan dan Anisa Nurpratiwi. 2021. *Meningkatkan Pengetahuan Simbiosis Rekatama*.

Siti Masriyah dkk. 2024. *Paroan Hasil Pertanian Perspektif Akad Muzara'ah*.

Sugeng, Rachmat dkk. 2021. *Sistem Bagi Hasil Akad Muzara'ah pada Masyarakat Petani Penggarap dan Pemilik Lahan di Kel. Batupapan, Kec. Makale, Kab. Tana Toraja*. Indonesian Journal of Business Analytics, Vol.1, No.2.

Syahputra Lubis, Amru dan Agus Purwanto, *Sosialisasi Keagamaan Sebagai Upaya Peningkatan Pemahaman Tentang Fiqih Bagi Perempuan Di Desa Bahorok Kecamatan Ujung Bandar*, Community Development Journal, Vol.4 No. 4 Tahun 2023.