

The Implementation of Muzara'ah Aqad in Sapaduoan Sawah System a Case Study in Agam Regency

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Abstract: Agriculture plays a pivotal role in the human economy, serving as one of the most vital and productive sectors. Despite its significance, many agricultural practices continue to adhere to local customs and traditions, often neglecting the principles outlined in sharia mu'amalah, the Islamic commercial jurisprudence that governs economic activities, including agriculture. The core issue lies in the structure and execution of the Sapaduoan Sawah contract, which, while superficially resembling muzara'ah, diverges in several critical aspects. These discrepancies include the terms of the contract, the process of implementation, and alterations made during the contract period, all of which contribute to the invalidation of the Sapaduoan Sawah agreement under sharia law. The research conducted in Koto Baru-Koto Tuo Village, employing a qualitative field study approach, aims to analyze these deviations and explore the possibility of aligning the Sapaduoan Sawah system with the principles of the muzara'ah contract. The findings indicate that the current practices within the Sapaduoan Sawah system not only fail to meet the requirements of muzara'ah but also involve contractual changes that further compromise the integrity of the agreement. These alterations, often made without mutual consent or proper consideration of Islamic legal principles, result in a damaged and voided contract, highlighting the need for reform and education within the community to ensure that agricultural practices align with the ethical and legal standards of sharia mu'amalah. This research underscores the importance of integrating traditional agricultural systems with Islamic jurisprudence to promote fairness, transparency, and justice in economic transactions.

Keywords: Agam Regency; Muzara'ah Contract; Sapaduoan Sawah

1. Introduction

There are several ways to obtain wealth, including by working (al-'amal), getting inheritance (al-irts), giving the state (l'thau al-daulah), grants, gifts, wills, diyat, dowry, findings, and others. From all of the ways above, the most recommended by Allah SWT is to get property from the results of our own two hands (work)¹. Among the jobs that exist, Although in the Qur'an Allah SWT does not explicitly discuss muzara'ah or musaqqah contracts, there are many words related to "growing", "livelihood" or "part of the work" that give meaning to work in supporting the land by planting it. However, in reality, not everyone has the ability to support their land due to lack of expertise, while on the other hand there are people who have the ability but do not have land.

This fact makes many landowners hand over their land to cultivators (farmers) to be planted until both parties benefit from each other. The farmer can get a job, while the landowner can produce

¹ Agustina Dwi Prihatin Moh. Iksan and Agus Eko Sujianto, 'Akad Muzara'ah Dalam Meningkatkan Kesejahteraan Petani Penggarap Di Desa Mojorembun Kabupaten Nganjuk', *Sanskara Ekonomi Dan Kewirausahaan* 1, no. 03 (27 June 2023): 113–22, <https://doi.org/10.58812/sek.v1i03.100>.

his unoccupied land. Thus, a sense of helping and caring for each other will grow and develop in the community.² Although there are rules in the Shari'a, the author found a form of cooperation in agriculture that occurs on the basis of local customs regardless of whether or not it is permissible in Islam, this form of cooperation is called sapaduoan sawah which occurs in Koto Baru-Koto Tuo Village, IV Koto sub-District, Agam Regency. After making initial observations, the author found several indications that were not according to the agreement in the beginning of the contract, and there were even changes to the contract in the middle of the road. Thus, this system is often detrimental to the landowner.³

Research in this agricultural field has been conducted several times by previous researchers. Among them is research on the muzara'ah contract in Mojorembun village, which examines aspects of farmer welfare as measured by the development of exchange rates or NTP. There is also research on the exploitation of landless agricultural labourers and how Islamic shari'ah measures for solutions. And research in Sigosbus Village on the form of muzara'ah practice that tends to harm the cultivators. However, in this research on the sapaduoan sawah system, the presence of several indications that often make landowners feel unfair makes the author feel the need to conduct a study, whether the sapaduoan sawah that occurs in Koto Baru-Koto Tuo Village, IV Koto sub-District, Agam Regency is in accordance with Islamic teachings or not.

2. Method

The type of writing in this research is a field study (field research) with a qualitative approach, namely research conducted using interviews and observations in the field. The data collection technique uses the snowball sampling method, which is a method for identifying, selecting and sampling in a network or chain of continuous relationships through a rolling process from one informant to another. The primary data of this research are the landowners and farmers who are Koto Baru-Koto Tuo Village, IV Koto sub-District, Agam Regency, the author interviewed 3 landowners and 3 farmers, from the existing sample the author has obtained enough data to about the sapaduoan sawah system in Koto Baru-Koto Tuo Village, IV Koto sub-District, Agam Regency. Meanwhile, secondary data is from literature in the form of books, journals, and articles that are relevant to this research. The author's data analysis technique is presented in descriptive form, namely describing the facts and data obtained using sentences in paragraph form, after which conclusions are drawn. Also using the deductive method, which starts from a general explanation to a more specific one.

3. Analysis or Discussion

3.1. Basic Concept of Muzara'ah

Muzara'ah in the definition of language comes from the wazn mufa'alah from the root zara'a which is synonymous: anbata, as in the sentence Meaning Allah makes plants grow, meaning that Allah grows them and develops them. Meanwhile, according to the terminology, muzara'ah is a way to make agricultural land productive by means of a partnership between the landowner and the farmer then the results will be divided between them in the ratio agreed upon when making the agreement or based on cultural customs ('urf). It can be said to be a form of cooperation between investors

² Ahmad Syaickhu, Nik Haryanti, and Alfin Yuli Dianto, 'Analisis Aqad Muzara'ah Dan Musaqah', *Jurnal Dinamika Ekonomi Syariah* 7, no. 2 (10 September 2020): 149–68, <https://doi.org/10.53429/jdes.v7i2.85>.

³ Seri Wahyuni Harahap, Sri Sudiarti, and Atika, 'Analisis Kesejahteraan Petani: Penerapan Akad Muzara'ah Di Desa Sigorbus Kabupaten Padang Lawas', *Syarikat: Jurnal Rumpun Ekonomi Syariah* 6, no. 2 (24 August 2023): 247–57, [https://doi.org/10.25299/syarikat.2023.vol6\(2\).14164](https://doi.org/10.25299/syarikat.2023.vol6(2).14164).

and service providers/workers.⁴ According to the Shafi'iyyah scholars, muzara'ah is defined as a partnership between a farmer and a landowner to cultivate the land for a fee that is taken from a portion of the land's production on the condition that the seeds must come from the landowner. If the seeds come from the cultivator then it is called mukhabarah. But basically muzara'ah and mukhabarah are the same, which is a co-operation with a share of the produce of the land whether it is half, a third, a quarter, or according to the agreement.⁵

Muzara'ah is also a form of shirkah, which is a cooperation between property capital and workers, and the law is permissible as well as mudharabah contracts. This cooperation is needed by the community because it can open up jobs for the unemployed and can work on empty land for landowners. Like other mu'amalah contracts, muzara'ah has essential pillars that must be strictly adhered to, along with specific conditions, to ensure the contract's validity according to Islamic law. One of the key pillars is 'aqidain, which refers to the two parties involved in the contract: the landowner and the farmer. The conditions for these parties include possessing intellect (mumayyiz), as stipulated by Shafi'iyyah and Hanabillah scholars, who assert that a contract is not valid if made by someone who is insane or a child who lacks discernment. However, the Hanafiyyah school of thought allows for muzara'ah contracts to be made by minors, viewing the contract similarly to hiring workers, where adulthood is not a prerequisite. Additionally, the contracting parties must not be apostates, as Imam Abu Hanifah held that an apostate's contract is suspended until they revert to Islam. Nevertheless, the Hanafiyyah consider the muzara'ah contract of an apostate woman to be valid, showcasing a nuanced perspective on this matter.⁶

Another crucial requirement is tamyiz, which refers to the ability to distinguish between what is good and what is bad, ensuring that the person engaging in the transaction is fully conscious and aware at the time of the contract. This condition underscores the importance of clarity and intention in Islamic contracts. Moreover, the parties involved must be mukhtar, meaning they must act of their own free will and be free from any form of coercion. This principle is supported by the teachings of the Quran, specifically in Surah An-Nisa, verse 29, and reinforced by the Hadith of Prophet Muhammad SAW, which emphasize that contracts must be entered into voluntarily. The integrity of the transaction relies on the parties' willingness to participate without any external pressure, ensuring that the contract reflects their true intentions. These pillars and conditions form the foundation of a valid muzara'ah contract, aligning the agreement with the principles of justice and fairness in Islam.

Ma'uqud 'alaih or object of the contract, That is the benefit of the land that will be cultivated by the cultivator. The condition for the object of the contract is that the thing that is the object of the *muzara'ah* contract is what is intended and desired according to the prevailing customs and according to Shara'. i.e. the object of the *muzara'ah* contract is one of two things. Either it is the benefit of the work done by the farmer and the seeds from the landowner (meaning that the cultivator acts as a worker). Or sometimes it is the benefit of the land and the seeds from the cultivator (meaning in this case, the cultivator rents the land, or in other words, the landowner rents the land). If this is the case in both cases, and the object of action is the same as the first case, but the seed is also from the cultivator, then the contract will not be valid. The muzara'ah contract will

⁴ Seri Wahyuni Harahap, Sri Sudiarti, and Atika, 'Analisis Kesejahteraan Petani: Penerapan Akad Muzara'ah Di Desa Sigorbus Kabupaten Padang Lawas', *Syarikat: Jurnal Rumpun Ekonomi Syariah* 6, no. 2 (24 August 2023): 247–57, [https://doi.org/10.25299/syarikat.2023.vol6\(2\).14164](https://doi.org/10.25299/syarikat.2023.vol6(2).14164).

⁵ Nur Azizah - Resi Atna Sari Siregar, Dedisyah Putra, 'ANALISIS KONSEP AL MUSAQAH TERHADAP PRAKTIK PERJANJIAN PENGELOLAAN KEBUN KARET DI DESA JAMBUR BARU KECAMATAN BATANG NATAL KABUPATEN MANDAILING NATAL: ANALISIS KONSEP AL MUSAQAH TERHADAP PRAKTIK PERJANJIAN PENGELOLAAN KEBUN KARET DI DESA JAMBUR BARU KECAMATAN BATANG NATAL KABUPATEN MANDAILING NATAL', *Islamic Circle* 3, no. 2 (10 January 2023): 27–38, <https://doi.org/10.56874/islamiccircle.v3i2.1110>.

⁶ Indah Lestari, Ridhwan Ridhwan, and Rafiqi Rafiqi, 'Analysis of Musaqah Agreements in Rubber Land Management in Sungai Bertam Village Jambi Luar Kota District', *MONEY: JOURNAL OF FINANCIAL AND ISLAMIC BANKING* 2, no. 2 (10 March 2024): 153–63, <https://doi.org/10.31004/money.v2i2.24097>.

also not be valid if the farmer's work does not involve agricultural activities, such as cutting down trees, tidying up the land, clearing stones or gravel and so on.⁷

Ijab and Qabul, The agreement between the landowner and the farmer, often articulated through the words or verbal commitment exchanged, forms the foundation of the muzara'ah contract. While the traditional practice of *ijab* (offer) and *qabul* (acceptance) through verbal exchange is considered sufficient to establish a binding contract, it is increasingly recognized that formalizing this agreement in writing provides greater clarity and security for both parties. A written agreement not only records the essential terms of the contract, such as the division of the harvest and other specific obligations, but also serves as a tangible reference that can prevent misunderstandings or disputes in the future. By documenting the terms of the muzara'ah contract in a mutually agreed-upon letter or contract, both the landowner and the farmer can ensure that their expectations are aligned and that each party's rights and responsibilities are clearly defined. This written document can outline the precise share of the harvest each party will receive, the duration of the contract, the type of crops to be planted, and any other conditions that have been agreed upon. In doing so, it provides a level of transparency and accountability that verbal agreements alone may lack, thereby strengthening the overall trust and cooperation between the parties. Additionally, in cases where disputes arise, a written agreement serves as concrete evidence of the terms initially set, making it easier to resolve conflicts and uphold the integrity of the contract. Therefore, while verbal agreements are valid and sufficient, the practice of creating a formal, written contract is a prudent step that enhances the clarity, fairness, and enforceability of the muzara'ah arrangement, ensuring a more harmonious and successful partnership between the landowner and the farmer.⁸

In a muzara'ah contract, it is crucial that the type of seeds to be planted is known with certainty, meaning that it must be explicitly stated and clarified what will be cultivated. This requirement is essential because the nature of the crop can significantly influence the methods and intensity of cultivation needed, as different plants have varying growth patterns and yields. Some crops, when planted, may proliferate and produce an abundant harvest, while others may yield less or even deplete the resources available in the soil. This variability makes it important to specify the crop type to ensure both the landowner and the farmer are aligned in their expectations and understand the potential outcomes of the planting season. However, in accordance with the principle of *al-ithihsaan*, which emphasizes ease and fairness in transactions, it is also recognized that explicitly stating what will be planted is not an absolute requirement for the contract's validity. Instead, the decision on what to plant can be left to the discretion of the farmer, who is presumed to have the necessary knowledge and experience to choose the most appropriate crops for the land and the conditions. This flexibility allows the farmer to make informed choices based on factors such as soil quality, climate, and market demand, ultimately contributing to a more efficient and successful agricultural process. By balancing the need for clarity with the farmer's expertise and judgment, the muzara'ah contract remains adaptable and responsive to the realities of farming, while still ensuring that both parties have a clear understanding of their roles and the expected outcomes.⁹

Absolute muzara'ah contract, it is essential that the crops chosen for cultivation are those whose growth and yield can be significantly influenced by the farmer's efforts and activities. The success of such a contract relies heavily on the farmer's ability to impact the growth and productivity of the plants through careful cultivation practices. Within this framework, the farmer is granted the freedom to select the type of crop seeds to plant, allowing them to make choices based on their expertise and understanding of what will thrive best under the given conditions. However, this

⁷ Hani Rosanti and Yayuk Sri Rahayu, 'Corporate Image As Mediator of Islamic Marketing Mix to Intention in Becoming a Customer of Bank Syariah Indonesia in East Java', *Jurnal Ekonomi Syariah Teori Dan Terapan* 10, no. 3 (31 May 2023): 305–21, <https://doi.org/10.20473/vol10iss20233pp305-321>.

⁸ Irwan Rahmatullah Putra, M. Syahrul Hajj, and Ikayanti Ikayanti, 'Optimalisasi Akad Muzara'ah Pada Bank Syariah', *Maliyah: Jurnal Hukum Bisnis Islam* 8, no. 2 (13 December 2018): 147–74, <https://doi.org/10.15642/maliyah.2018.8.2.1-26>.

⁹ Zeleke A, Alemayehu G, and Yihenew Gs, 'Effects of Planting Density and Nitrogen Fertilizer Rate on Yield and Yield Related Traits of Maize (*Zea Mays* L.) in Northwestern, Ethiopia', *Advances in Crop Science and Technology* 06, no. 02 (2018), <https://doi.org/10.4172/2329-8863.1000352>.

freedom comes with the responsibility of considering and estimating potential weather conditions before planting. Weather plays a critical role in the success of a harvest, and the farmer must anticipate how future weather patterns might affect the growth of the crops. By doing so, the farmer can make informed decisions, such as selecting the most resilient crop varieties or timing the planting to align with favorable weather conditions. This preparation helps to mitigate risks associated with unpredictable weather, thereby increasing the likelihood of a successful harvest. Ultimately, the farmer's ability to influence the growth of the plants through both the selection of seeds and strategic planning around weather conditions is crucial for the fulfillment of the muzara'ah contract, ensuring that both the landowner and the farmer benefit from a productive and bountiful harvest.¹⁰

Muzara'ah contract, several conditions must be met for the harvest to be considered valid and for the contract to be legitimate. First, the details of the harvest must be clearly outlined in the contract since the harvest will serve as payment for the farmer. If these details are unknown or ignored, the contract may be deemed invalid. Additionally, the harvest must be jointly owned by both parties involved. If there is a clause that allocates the harvest solely to one party, the contract becomes null and void. Furthermore, the portion of the harvest each party is entitled to must be explicitly stated, such as half, one-third, or one-quarter of the total yield. Failure to specify these portions could lead to disputes in the future. Each share must also represent a comprehensive portion of the entire harvest. For instance, specifying that one party receives a certain amount, such as four muud, or that the share is based on the quantity of seeds, is not valid because the harvest may only produce the exact amount stipulated.¹¹

Moreover, in an absolute muzara'ah contract, the cultivator is obligated to provide the landowner with an estimate of the expected yield. It is not valid to divide the harvest based on the location of the crops, such as assigning the yield from areas near water to the landowner and other areas to the cultivator, or vice versa, because one part may produce more than the other or only one part may yield any crop. This could result in an unfair contract and potential disputes. On the other hand, Malikiyyah scholars require that both parties receive equal shares of the harvest to ensure fairness in the distribution. However, this view is not shared by Shafi'iyyah, Hanabillah, and Hanafiyyah scholars, who allow for unequal distribution of the harvest between the parties. These differing perspectives highlight the importance of carefully considering the terms and conditions in a muzara'ah contract to ensure its validity and fairness.¹²

The muzara'ah contract, all tools and equipment necessary for cultivating the land, such as animals used for ploughing and various other implements commonly employed in agricultural work, are inherently included within the contract. These tools are considered part of the arrangement and are not separately negotiated or specified as desired items within the contract itself. This implicit inclusion is crucial for the contract's validity, as the primary focus of muzara'ah is the cultivation and sharing of the crop yield, not the specific tools used in the process. The provision and use of these tools are assumed to be a natural extension of the contract, facilitating the farmer's ability to work the land effectively. Furthermore, it is typically required that the tools and animals used in the cultivation be either provided by or at least specified by the landowner, ensuring that the resources available are suitable for the specific needs of the land and the type of crops being grown. This requirement underscores the importance of the landowner's role in ensuring that the necessary resources are available, while also maintaining the integrity of the muzara'ah contract. If the tools and equipment were treated as separate entities that needed to be explicitly included and

¹⁰ Rifdah Safinatun Najah and Dita Andraeny, 'Does Shariah Supervisory Board Matter in Explaining Islamic Social Reporting by Indonesian Islamic Commercial Banks?', *Jurnal Ekonomi Syariah Teori Dan Terapan* 10, no. 3 (31 May 2023): 235–48, <https://doi.org/10.20473/vol10iss20233pp235-248>.

¹¹ M. Havy Sa'dullah, Mustofa Mustofa, and Andriani Samsuri, 'The Resilience of Islamic Boarding Schools as National Sharia Economic Providers Before and After COVID-19', *Jurnal Ilmiah Ekonomi Islam* 8, no. 3 (2 November 2022): 3366, <https://doi.org/10.29040/jiei.v8i3.5927>.

¹² Henni Indrayani and Harkaneri Harkaneri, 'IMPLEMENTASI SISTEM BAGI HASIL PADA PERKEBUNAN KARET RAKYAT MASYARAKAT KABUPATEN KAMPAR RIAU', *JURNAL AL-IQTISHAD* 14, no. 2 (11 March 2019): 41, <https://doi.org/10.24014/jiq.v14i2.6810>.

negotiated, the contract could be rendered invalid, as it would shift the focus away from the central goal of shared agricultural production. Thus, the implicit inclusion of tools and equipment in the muzara'ah contract preserves the contract's simplicity and ensures that both parties are aligned in their primary objective: the successful cultivation and fair division of the harvest.¹³

So that the capital spent by both sides becomes commensurate. The landowner with his land, the cultivator with his labour and equipment to work on it, the division of results can also be equal between the two of them, each getting half. The period of the *muzara'ah* contract must be clear; it is not valid if the time is not specified. In determining the period, both parties must also not give an unreasonable period, such as a period that is likely that one of the parties will not live long. However, the fatwa of the scholars explains that if the period of *muzara'ah* is not specified, then the agreement is valid only for one planting. In the muzara'ah contract, provisions are made to ensure fairness and continuity in the agricultural process, particularly when unforeseen circumstances arise. If the contract term expires but the crops are not yet ready for harvesting, the farmer is granted the right to extend the contract until the crops have matured and are suitable for harvest. This extension acknowledges the farmer's investment of time and labor and ensures that their efforts are not in vain due to premature termination of the agreement.

The contract's flexibility in such cases reflects the equitable nature of muzara'ah, where both parties' interests are safeguarded. Additionally, if the landowner passes away before the contract's completion, the responsibility and rights under the contract are typically transferred to the landowner's heirs. These inheritors have the option to continue the contract until the crops can be harvested, ensuring that the farmer is able to see the fruits of their labor. However, the heirs are not bound to continue the contract if they choose not to; they have the right to cancel the muzara'ah contract. This provision allows for the respect of the heirs' autonomy and their ability to make decisions regarding the inherited property. Nonetheless, such a cancellation would need to be handled with care to avoid potential disputes or losses, emphasizing the importance of clear communication and mutual agreement between the parties involved. This balance between the rights of the farmer and the landowner's heirs ensures that the muzara'ah contract remains a fair and adaptable arrangement, capable of accommodating changes in circumstance while still honoring the contributions and rights of all parties involved.¹⁴

3.2. The Practice of Sapaduoan Sawah System in Koto Baru-Koto Tuo Village

After conducted field research with qualitative methods, which is after interviewed several respondents, the author can concluded *sapaduoan sawah* system that occurs in Koto Baru-Koto Tuo Village, IV Koto sub-District, Agam Regency is as follows. 'Aqad or Agreement : *Ijab* and *Qabul* are done by both parties in the form of words. For example, the landowner has an abandoned land, but because the landowner is unable to work on it, he looks for other people who have the ability and willingness to work on the land. After the landowner finds a suitable farmer, the words spoken are "work on my rice field, then later we will divide the results", then these words are agreed to by the farmer and then connected with the action of working on the rice field, so there is *Ijab* and *Qabul* here. Because the name of the contract is *sapaduoan sawah*, then in this initial agreement it is stated that the division of the results of cultivating the land will be divided in half, namely 50% for the farmer and 50% for the landowner. *Sapaduoan sawah* that occurs in Koto Baru-Koto Tuo Village are mostly contracts inherited from their parents. For example, A as a farmer makes a contract of *sapaduoan sawah* with B as the landowner, but because the landowner has passed away, the

¹³ Mukhlis Muhammad Nur et al., 'Analysis of Muzara'ah-Based Productive Waqf's Impact on the Welfare Community in the Bireuen District', *Jurnal Ilmiah Ekonomi Islam* 9, no. 2 (23 July 2023): 2975, <https://doi.org/10.29040/jiei.v9i2.8771>.

¹⁴ Shania Verra Nita, 'KAJIAN MUZARA'AH DAN MUSAQAH (HUKUM BAGI HASIL PERTANIAN DALAM ISLAM) THE MUZARA'AH DAN MUSAQAH STUDY (Agricultural Production Sharing Law In Islam)', *Qawānīn Journal of Economic Syariah Law* 4, no. 2 (24 July 2020): 236–49, <https://doi.org/10.30762/qawanin.v4i2.2503>.

contract is continued to the son of the owner of the rice field. And if the farmer is no longer able to work, then it is replaced with another farmer.¹⁵

The sapaduoan sawah arrangement, the process of providing seeds for planting typically involves contributions from both parties, with each party providing seeds of the same type of rice. According to Mr. Syafrizal, it is common practice for both the landowner and the farmer to each contribute 50% of the seeds required for planting. However, as noted by Mrs. Baizar, there are instances where the seeds are solely provided by the landowner. Once the rice crop is harvested, the seeds for the next planting season are often sourced from the harvested rice, which is done before the yield is divided between the parties. This practice ensures that the seeds for future crops come from the previous harvest, maintaining consistency in the quality of rice planted and potentially improving crop yield over successive planting cycles. The division of the harvested rice into seeds for the next contract is carefully managed to ensure fairness and continuity in the sapaduoan sawah system. This method not only supports the ongoing relationship between the landowner and the farmer but also helps sustain agricultural productivity by recycling seeds from each harvest to the next planting season. This approach underscores the collaborative nature of the sapaduoan sawah arrangement, where both parties share responsibilities and benefits in a manner that supports long-term agricultural success and stability.

To plough the rice fields, a tractor animal or machine is needed. In the *sapaduoan sawah* system, there are two conditions for the tractor/beast to plough the fields; first, the farmer uses his own machine, and second, if the farmer does not have his own machine, then he will hire someone else to plough the fields. However, the author finds that the position of the ploughing machine is counted as another cost that is outside the contract. The rent and wages are requested by the farmer at the end of the sapaduoan period (after harvest). Even though the farmer has his own tractor/beast, the wage belongs to the farmer as when the farmer hires it to someone else. The rent to be paid by the landowner can be in the form of money or paddy taken from the harvest. First, the farmers plough the fields for 3 days, then the wages for the farmers are 2 bag/*beleg* (containers for measuring paddy in Minangkabau) of paddy per day, so the farmers take 6 bag of paddy as wages for ploughing the fields. Secondly, the farmer will ask the landowner for half of the wage, for example the cost of ploughing the field is IDR 100,000, then the farmer will ask the landowner for IDR 50,000¹⁶.

The wages in the form of paddy are taken by the farmer from the harvest. The farmer will take out all the wages that he thinks are his rights, then after that the remaining paddy will be divided between the landowner and the farmer. The sapaduoan sawah agreement concludes when the rice planted by the farmer has been harvested. However, in Koto Baru-Koto Tuo Village, the end of one contract typically marks the beginning of another, as the landowner and farmer often choose to renew the agreement under the same terms and system. This practice of contract renewal is deeply ingrained in the local tradition and continues seamlessly from generation to generation. If the landowner passes away, the responsibility of maintaining the agreement is passed down to their children and grandchildren, who continue the relationship with the same farmer. Similarly, if the farmer grows old or is no longer able to work the land, another farmer often from the same community or even the farmer's own family takes over the contract. This continuity reflects the strong bonds of trust and mutual dependency that have developed over time, ensuring the sustainability of agricultural practices and the preservation of land ownership within families. The generational aspect of these contracts reinforces social cohesion and stability within the village, as the relationships between landowners and farmers are not merely transactional but are also rooted in a shared history and community identity. This ongoing collaboration, passed down

¹⁵ Rabiatal Adawiyah, 'LANDASAN HUKUM ISLAM TERHADAP PRAKTIK MUZARA'AH DAN KENDALANYA PADA MASYARAKAT DI DESA TUMBUH MULIA KECAMATAN SURALAGA KABUPATEN LOMBOK TIMUR', *Al-Watsiqah : Jurnal Hukum Ekonomi Syari'ah* 12, no. 02 (13 July 2021): 59–63, <https://doi.org/10.51806/al-watsiqah.v12i02.17>.

¹⁶ Shofya Humaira Siti Salma, 'Legitimasi Akad Mudharabah Dan Muzara'ah Perspektif Tafsir Al-Qur'an', *JOURNAL EKONOMI, KEUANGAN, PERBANKAN DAN AKUNTANSI SYARIAH* 2, no. 1 (26 June 2023): 1–12, <https://doi.org/10.54801/ekspektasy.v2i1.157>.

through the years, highlights the cultural significance of these agreements and the enduring nature of traditional agricultural practices in Koto Baru-Koto Tuo Village.¹⁷ There is a wage for the cultivator's equipment : Similar to the ploughing system, for the paddy fanning machine, the landowner must also pay the rent of the machine and the wages for the work to the farmer. And the system used is the same as ploughing, which is for example fanning rice takes 3 days to do, and the wage and rent per day is 2 *beleg* / bundles of rice. Then at the end of the contract (after harvest), the farmer will take the rice that he thinks is his right as much as 6 *beleg* of rice before being divided in half between the farmer and the owner of the rice field, or it can also be paid in money¹⁸.

In addition to the responsibilities involved in sowing the paddy, farmers often require a tent to protect the crops from the rain, especially during critical growth periods. However, complications can arise when farmers, despite owning the tent themselves, request the landowner to cover the cost of renting this tent. This situation creates a paradox where the farmer, who should bear the responsibility for providing necessary farming tools and equipment, shifts the financial burden to the landowner. Such a request not only complicates the contractual agreement but also raises questions about the fairness and transparency of the arrangement. The expectation that the landowner should pay for the use of equipment that the farmer already owns blurs the lines of responsibility and can potentially lead to disputes between the parties. Moreover, this scenario can undermine the integrity of the farming contract, as it introduces additional costs that are not directly related to the core purpose of the agreement namely, the cultivation and successful harvest of the paddy. By imposing extra financial obligations on the landowner, the contract risks becoming imbalanced, favoring one party over the other, and thereby compromising the mutual trust that is essential for the success of such collaborative agricultural endeavors. Therefore, the practice of requesting the landowner to pay for the rental of a tent owned by the farmer challenges the foundational principles of fairness and clarity that should govern agricultural contracts, potentially leading to conflicts and the eventual breakdown of the agreement.¹⁹ Change of contract : The author found several cases where if the landowner does not want to pay the rent or wages for ploughing the fields requested by the farmer, then the farmer will divide the rice yield by 2/3 for him and 1/3 for the landowner. However, even though the money for ploughing has been paid, the wages or rent for the rice fan and tent are still taken from the harvest before being divided in half between the farmer and the landowner.²⁰

3.3. The Implementation of Muzara'ah 'Aqad in Sapaduoan Sawah System

Basically, the *sapaduoan sawah* contract is similar to the *muzara'ah* contract. Both in terms of the contract, the object of the contract, *ijab* and *qabul*. However, in its implementation, the author found several differences between the *sapaduoan sawah* system and the *muzara'ah* contract, with the results of the comparison as follows. In terms of 'Aqad : In *sapaduoan sawah*, there are several things that make the contract unclear. Although initially the contract mentioned is *sapaduoan* (one-half), where the results will be divided between the landowner and the cultivator. However, in

¹⁷ Uswatun Hasanah, Zuyana Eka Prakarsa, and Dea Roma Dania, 'MEKANISME KERJASAMA PERTANIAN (AKAD MUZARA'AH) ANTARA PEMILIK LAHAN DAN PENGGARAP DI DESA BENUA RATU KEC. LUAS, KAB. KAU, BENGKULU', *Studia Economica : Jurnal Ekonomi Islam* 8, no. 2 (23 December 2022): 342, <https://doi.org/10.30821/se.v8i2.13999>.

¹⁸ Firman Muh. Arif, 'MUZARA'AH DAN PENGEMBANGAN EKONOMI UMAT DI PEDESAAN', *Al-Amwal : Journal of Islamic Economic Law* 3, no. 2 (9 January 2019): 108–36, <https://doi.org/10.24256/alw.v3i2.475>.

¹⁹ Novi Puspitasari, Selvi Rias Bela, and Susanti Prasetyaningtiyas, 'MUZARA'AH PADA USAHA PERTANIAN PADI: ANALISIS NILAI-NILAI ISLAMI DAN KEUANGAN', *BISMA: Jurnal Bisnis Dan Manajemen* 14, no. 1 (31 March 2020): 70, <https://doi.org/10.19184/bisma.v14i1.17120>.

²⁰ Kicky Camallya Arista and Khusnul Fikriyah, 'Pengaruh Label Halal, Harga Dan Song Joong Ki Sebagai Brand Ambassador Terhadap Keputusan Pembelian Produk Scarlett Whitening Di Kabupaten Sidoarjo', *Jurnal Ekonomi Syariah Teori Dan Terapan* 9, no. 4 (31 July 2022): 453–66, <https://doi.org/10.20473/vol9iss20224pp453-466>.

practice, there are several indications that cause the landowner to pay more to the cultivator, so that in the end the cultivator benefits more than the landowner himself.²¹

In muzara'ah, several conditions must be met regarding the crop yield for the contract to be considered valid. First, the details of the harvest must be clearly stated in the contract, as the harvest serves as the wage for the farmer; if these details are unclear, the contract becomes invalid. Second, the harvest must be jointly owned by both parties, and any clause that allocates the harvest solely to one party renders the contract void. Third, the share of the harvest for each party must be explicitly specified, such as half, one-third, or one-quarter of the total yield; failure to do so may lead to future disputes. Finally, in an absolute muzara'ah contract, the cultivator is required to provide the landowner with an estimate of the expected crop yield.²² From some of the explanations above, the author concludes that there is an element of *gharar* (uncertainty) in the status of the wage/rent fee requested by the farmer to the landowner, because its status is outside the contract. The farmer does not consider the 50% paddy yield for him to have covered his wages while working, both from planting seeds to harvesting, because he still asks for wages / rent for the equipment needed during the work to the landowner outside of the 50% share that should have been a wage for the farmer. It was originally stated that the yield would be divided in half, but because of the wage/rent element, the absolute yield obtained by the landowner is less than 50%, while the farmer gets more than 50%.²³

The *sapaduoan sawah*, equipment in the form of tractor machines (ploughing machines), rice fan machines, and tents for rice protection are the responsibility of the landowner. According to the conditions of the *muzara'ah* contract according to the two companions of Imam Hanafiy, namely Muhammad and Abu Yusuf, the equipment and facilities used in cultivating the land, such as animals for ploughing the land, and various equipment commonly used in working on agricultural land, are included in the contract by themselves, not something that is intended and desired in the contract. Otherwise, the *muzara'ah* contract is not valid. While the tools used are required in the form of animals or others determined by the landowner.²⁴ Therefore, the author concludes that the equipment mentioned in the *sapaduoan sawah* should be the responsibility of the farmer, because between the farmer and the landowner have determined their respective shares at the time of the contract, for example in *sapaduoan sawah*, the results are divided in half. So the 50% result obtained by the farmer already covers all the costs he will incur while working on the land until the harvest along with the wages of the work he does.²⁵

There are changes in the contract : In *sapaduoan sawah*, there is a situation of changing the contract in the middle of the road (at the end of *sapaduoan sawah*) if the landowner does not fulfil certain conditions. That is, if the landowner does not want to pay the wage or rent requested by the farmer for the ploughing machine, then the contract which initially the crops will be divided into 1/3 for the landowner and 2/3 for the farmer. However, if the landowner has paid the wage/rent for the ploughing machine in the form of money, the cultivator still takes the wage for the ploughing

²¹ Duwi Ira Setianti and Slamet Haryono, 'Product Market Competition, Financial Leverage, Risk of Financing on Financial Stability: Studies on Islamic Banks in Indonesia', *Jurnal Ekonomi Syariah Teori Dan Terapan* 10, no. 4 (31 July 2023): 365–76, <https://doi.org/10.20473/vol10iss20234pp365-376>.

²² Unggul Priyadi and Jannahar Saddam Ash Shidiqie, 'PELAKSANAAN PERJANJIAN BAGI HASIL PERTANIAN LAHAN SAWAH: Studi Di Kecamatan Gamping, Kabupaten Sleman, Yogyakarta', *Millah* 15, no. 1 (8 August 2015): 101–16, <https://doi.org/10.20885/millah.vol15.iss1.art5>.

²³ Rachmat Sugeng, Dede Rohmana, and Nurliyanti Andang, '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* 1, no. 2 (15 October 2021): 211–26, <https://doi.org/10.54259/ijba.v1i2.73>.

²⁴ Hermiati Hermiati and Aris Pasigai, 'PENERAPAN PRINSIP MUZARA'AH DALAM MENINGKATKAN PENDAPATAN PETANI JAGUNG DI KABUPATEN PINRANG SULAWESI SELATAN', *Ar-Ribh : Jurnal Ekonomi Islam* 2, no. 2 (1 December 2020), <https://doi.org/10.26618/jei.v2i2.2573>.

²⁵ Safitri Winarsih, Muhammad Yafiz, and Tuti Anggraini, 'The Effect of BOPO, CAR and NPF on the Profit Sharing Rate of Mudharabah Deposits in Sharia Commercial Banks', *Journal La Sociale* 5, no. 6 (5 August 2024): 1475–89, <https://doi.org/10.37899/journal-la-sociale.v5i6.1392>.

machine and the tent for the rice from the crop before it is divided in half between the farmer and the landowner. The contract in *mu'amalah* is the key to whether a transaction is valid or not. Everything mentioned in the contract will have legal consequences for the parties to the contract. After the contract is concluded, rights and obligations will arise between the two parties until the end of the contract (completion). As stated by the Maalikiyyah, Shafi'iyah and Hanbali fuqaha, the contract can include *iltizam* (obligations) and *tasarruf syar'i* absolutely, whether the *iltizam* arises from one person or two people.²⁶ Therefore, it can be concluded that the change of contract that occurs in the *sapaduoan sawah* carried out by the farmer can damage the contract itself. Because he has changed the rights that should be the landowner on the grounds that the landowner does not pay rent or wages, which should also not be the obligation of the landowner.²⁷

The contract is rendered invalid if the landowner demands wages for ploughing the fields. This principle is grounded in the view of Muhammad and Abu Yusuf, who argue that a *muzara'ah* contract becomes invalid if one party provides the land and animals while the other party provides the seeds and labor for cultivation. This invalidation arises because if the contract is interpreted as a land lease, the stipulation that the landowner must also provide the animals for ploughing and cultivation complicates the contract's validity. This is because the purpose and function of the land and animals differ significantly; the land is intended for growing crops, while the animals are intended for labor and ploughing. By making the provision of animals a condition of the lease, the contract strays from its intended purpose, which is to utilize the land solely for agricultural production. The introduction of such a condition disrupts the clarity and simplicity required in a valid lease agreement, ultimately leading to the contract's invalidation. Therefore, the demand for additional services, like the provision of animals for ploughing, by the landowner in a *sapaduoan sawah* or *muzara'ah* contract undermines its legitimacy, as it imposes an obligation that is not inherently related to the primary function of the land being leased.²⁸

4. Conclusion

The implementation of the *sapaduoan sawah* system in Koto-Baru Village, IV Koto sub-District, Agam Regency, involves several key practices. Seeds are provided by mutual agreement, with some cases seeing both the farmer and the landowner contributing equally, while in others, the landowner provides the seeds entirely. If the farmer incurs costs for farm equipment, they may request the landowner to cover half of these expenses, regardless of whether the equipment is owned by the farmer or rented from someone else. Should the landowner refuse to pay the wages or rent for machinery used to plough the field, the produce division is adjusted, with 1/3 allocated to the landowner and 2/3 to the farmer. From the perspective of Fiqh *Mu'amalah*, there are notable discrepancies between the contract and its implementation. Although the contract stipulates an equal division of produce (50% each for the cultivator and the landowner), additional wages or rents not covered in the contract compromise its validity. Agricultural equipment should be explicitly included in the *sapaduoan* contract and made the responsibility of the farmer, preventing the need for separate wage or rent agreements. Furthermore, altering the terms of the contract midway due to specific conditions results in the breach of the *sapaduoan sawah* agreement. The *sapaduoan sawah* system, though localized, provides a valuable case study for understanding broader issues in agricultural contracts globally, particularly in contexts where traditional practices intersect with

²⁶ Ishak Ishak, Saepul Saepul, and Akbar Sabani, 'Portrait Implementation Muzara'ah Contract Effort Encourage Improvement Community's Economy', *JESI (Jurnal Ekonomi Syariah Indonesia)* 13, no. 1 (22 March 2023): 82, [https://doi.org/10.21927/jesi.2023.13\(1\).82-92](https://doi.org/10.21927/jesi.2023.13(1).82-92).

²⁷ Defri Amanda, Eja Armaz Hardi, and Nurfitri Martaliah, 'BAGI HASIL PERTANIAN SEMANGKA DALAM PRESPEKTIF EKONOMI ISLAM (Studi Kasus Di Desa Talang Bukit)', *Jurnal Kajian Dan Penalaran Ilmu Manajemen* 2, no. 1 (10 January 2024): 146–59, <https://doi.org/10.59031/jkpim.v2i1.254>.

²⁸ Muhammad Ruslan Abdullah, 'BAGI HASIL TANAH PERTANIAN (MUZARA'AH) (Analisis Syariah Dan Hukum Nasional)', *Al-Amwal : Journal of Islamic Economic Law* 2, no. 2 (17 September 2017): 148–72, <https://doi.org/10.24256/alw.v2i2.636>.

modern economic realities. The challenges and inconsistencies observed in this system highlight the need for clearer, more equitable contractual arrangements that can protect both farmers and landowners, ensuring fair distribution of resources and profits. If addressed and reformed, this could contribute to the development of more sustainable and just agricultural practices on a global scale, fostering better relationships between landowners and farmers and improving agricultural productivity and economic stability in rural communities worldwide.

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