

# Review of Sharia Economic Law on *Ijarah* Practices Agricultural Land of the Mbojo Tribe Community In Indonesia

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**Abstract.** This study wants to see the practice of renting agricultural land in the Mbojo tribal community in Bima Regency, West Nusa Tenggara Province and examines it from the perspective of sharia economic law with an *ijarah* analysis that prioritizes the principle of mutual benefit. This research uses descriptive qualitative research with field studies using sharia economic law analysis and the approaches used are Syar'i and Sociology. The data analysis used descriptive analysis and interpretive techniques. The results showed that first, the practice of *ijarah* or land rent in the Mbojo tribal community was used to plant rice, corn, peanuts, soybeans, and cassava. The implementation of the *sighat* lease agreement is implemented by the land owner and the lessee in writing and verbally by involving religious leaders, community and residents or families as a form of witness. Second, Based on the perspective of sharia economic law, the practice of land rent (*ijarah*) in the Mbojo tribal community has fulfilled the pillars and requirements of the *ijarah* contract. So there need to be steps from the scholars. Preachers to provide understanding to the broader community about the concept and principle of the benefits of *ijarah* in agriculture.

**Keywords:** *Ijarah*; Mbojo Community; Sharia Economic Law

## 1 Introduction

In Islam, leasing is called *ijarah* which has the meaning of services, rewards, rent, or wages [1]. *Ijarah* is one way to earn income by exchanging services owned or renting goods for a certain period to meet the needs of daily life [2]. According to DSN MUI Fatwa Number 112/DSNMUI/IX/2017, *ijarah* is a contract for the transfer of usufructuary rights (benefits) for an item or service within a certain time by being replaced through payment of rent or wages, without being followed by the transfer of ownership status to the goods themselves [3].

A lease contract is a contract with an easy-to-use strategy to gain profits in business, therefore anyone can make this transaction [4]. Leasing has little in common with buying and selling transactions, namely both transferring the object of ownership, but for leases, there is no mention of complete transfer of ownership, only for a certain period, which means that the goods and services that are rented will only be taken advantage of, not completely [5].

Humans in meeting the needs of life, both social, spiritual, economic, and so on, including taking care of the land or property they own cannot be separated from the intervention of other humans [6]. In essence, humans are social creatures, where humans live by needing each

other, helping each other and working together for mutual benefit without any party feeling disadvantaged in fulfilling these needs [1]. Cooperation in good land management is carried out to fulfill the needs of the people in accordance with Islamic religious rules [7].

In Islam, it discusses the legal rules relating to human actions in this World [3]. Human actions related to God are regulated in the law of worship, for example, prayer, zakat, fasting and pilgrimage [8]. While human actions with other humans are regulated in the law of *muamalah* such as buying and selling, *Muamalah fiqh* is practical Islamic sharia laws that regulate human relations with one another in terms of economic issues, namely efforts to acquire and develop property, honesty, there is no compulsion from one party to the contract (*aqid*) [9]. Rights and obligations, and everything related to the circulation of assets in social life [10]. Second, namely, those that are *ma'diyah* such as buying and selling, *shirkah* (shared), *wakalah* (representative), *wadi'ah* (custodial), *muzara'ah* (agricultural cooperation), pawning, *ijarah* (lease) and everything that includes aspects of human economic activity [11]. With the *fiqh muamalah*, it makes human guidance in carrying out economic activities so that Allah SWT is involved [2]. So that it brings blessings for yourself and *mashlahat* by bringing benefits to be together [12].

In society, renting has become a habit to meet their daily needs, the same is the case with the *Mbojo* tribal Community [13][14][15], which has carried out many economic activities in leasing, in terms of *muamalah*, namely *ijarah* with the object being leased land. Implementation of land Leasing *Mbojo* tribal Community to use the land to grow rice, corn, soybeans, beans, cassava and others. *Mbojo* tribal Community, In this case, the landowner usually leases the land to the tenant for 1 year or even 5 years with a written agreement [16]. In addition to the terms and conditions in the land lease agreement in writing in the contract agreement, some are carried out orally including, namely, the residents as farmers (the lessee) with the renting party agreeing and the lease agreement can be held for renewal of the extension of the lease contract before or towards the end lease period or leased to other parties [17]. Payment is made in cash or cash by the lessee by the nominal agreed upon during the rental process [18].

Based on the description above, the researcher is interested in studying and seeing the practice of renting land and also wanting to study how the practice of renting land *Mbojo* tribal Community in the perspective of *sharia* economic law with *ijarah* analysis which has the concept of prioritizing the principle of mutual benefit (the contracting party) and creating public understanding to do justice, trust and commitment to morality in the process of implementing the lease according to Islamic law.

## 2 Research Methods

This research uses a qualitative research type with a case study of the *Mbojo* Tribe community in Bima Regency, West Nusa Tenggara Province. This research is descriptive and interpretative by using an analysis of the analysis of *sharia* economic law on agricultural land rent [19]. The research approach is *syar'i*, phenomenological and sociological by collecting primary data in the form of direct interviews, and observations of the parties concerned or those involved in the *ijarah* contract for rice fields [20]. The secondary data collection is in the form of supporting literature on agricultural land leases [21]. The data analysis uses descriptive analysis, which is a technique that begins by explaining the research data as a description of the problem of land rental practices in the *Mbojo* tribal community [22].

### 3 Result and Discussions

#### 3.1 Implementation of Ijarah Practices on Agricultural Land of the Mbojo Tribal in Indonesia

##### 3.3.1 The Reasons Behind the Practice of Agricultural *ijarah*

The Bima area has a highland area consisting of rice fields, fields, mountains and community settlements supported by adequate geography for farming. Because basically the majority of the *Mbojo* Tribe community whose livelihood is as farmers whose daily activities work on the land, the practice of leasing agricultural land has become a natural thing for the *Mbojo* tribal community. For people who do not have agricultural land, then they rent it to people who have uncultivated land or indeed the land owner wants to rent out the land [23].

The main factor for the *Mbojo* tribal community to carry out the *ijarah* contract because of the need for economics. In order to meet the needs of food, clothing and other needs, so that people do *ijarah* (lease) vacant land to plant rice, corn and so on. The land lease that occurs in the *Mbojo* community is a lease agreement for the benefits of land to take its benefits within a certain number of years and with certain rewards. This lease is usually held between one year to three years, where the rental fee is paid each entering the first year or at the beginning of the contract. The rental price is usually adjusted to the size of the land to be worked on by the tenant by determining the percentage

The process of the *ijarah* agreement for agricultural land that occurred in the *Mbojo* community was carried out verbally on a consensual and voluntary basis, namely with the tenant who came to the land owner's house and expressed his desire to rent the land. However, to avoid disputes at a later time, usually both parties agree in a written way which is stamped as proof of the transaction. After the contract regarding the land lease arises, rights and obligations arise for the land owner and tenant in accordance with the agreement and seriousness between the two parties.

##### 3.1.2 *Ijab and Qabul*

Akad in Islam itself is very important in any activity. The contract is how the consent and *qabul* which are the pillars of the contract are stated. *Sighat* contracts can be made orally, in writing, or based on interviews with Mr. H. Suryadin, both tenants and those who rent out the land, the contracts that are carried out in leasing agricultural land to this community are verbal without writing and also do not present witnesses, but only based on trust between the person who rents and the person who rents out. The contract is carried out orally, therefore the consent and *qabul* are stated verbally by the parties concerned. The language used in the contract is the everyday language used in conversation [24].

*Ijab qabul* is usually carried out at the home of the land owner (the person who rents it out) usually by visiting the land owner to rent agricultural land that is still vacant in this agreement, there is no black and white. It can be said that the contract of renting agricultural land for the *Mbojo* tribal community is very easy and light. Their contract only relies on the trust of each party. The trust of the parties is the basis of the contract without the need for witnesses and the involvement of the government.

### 3.1.3 Items for rent

Leasing provides enjoyment to the lessee with ownership rights to the object being leased remains in the hands of the owner or the party who rents out. The goods that are the object of the *ijarah* contract in tribal communities are rice fields, fields, and land on mountains.

### 3.1.4 Lease Rights and Obligations

The rights and obligations of leasing land include: 1) The person who rents out has the right to receive compensation or the rental price for what is being rented during the season 2) The maintenance of the object of the lease is charged to the tenant of the land 3) The person who rents has the right to the object of the lease 4) After an agreement is reached, the person who rents it out is not entitled to withdraw the land that has been leased. 5) In the event of a disaster or loss, this becomes the responsibility of the renter. According to custom, these rights and obligations are only stated verbally and there is no written agreement. The perpetrators based their agreement on mutual trust [25]

### 3.1.5 The End of the Lease of Agricultural Land

The land lease agreement becomes void or ends due to the expiration of the land lease period that has been agreed upon by both parties. If undesirable things happen, such as a disaster that causes damage to plants or the plants that are the object of the lease are not harvested, then this cannot cause the land lease to be canceled according to the agreement of both parties. Losses that are prone to occur are the responsibility of both, land tenants are not entitled to ask for compensation from those who rent out the land. As if the lessee earns a large profit due to an increase in harvest frequency or an increase in price, then the lessee is not entitled to additional rent or profit sharing. However, if there is compensation or profit sharing, this is the generosity of the tenant [26].

## 3.2 Analysis of Syariah Economic Law on land practices of the Mbojo Tribe community

The practice of *ijarah* land holdings paid at the beginning of the contract or after the harvest has become a habit of some *Mbojo* tribal communities so that in this practice there is no element of coercion. They only have the principle of trust, there is no black and white term, but only an oral agreement [27]. The contract in *ijarah* must be based on the approval and willingness of both parties to the transaction. A very important condition in carrying out the contract is the willingness among the people to do the contract. This means that there is no coercion between the two parties in carrying out lease transactions for agricultural land to be paid for by the harvest.

The agreement of both parties is very important for the validity of every contract, this is based on the word of Allah in the Qur'an Surah an-Nisa' verse 29: "*O you who believe, do not eat each other's property in a vanity way, except by the way of commerce that prevails among you. And do not kill yourselves, indeed Allah is Most Merciful to you.*"

Leasing in Islamic law is *ijarah*, which according to language is a reward and can also mean a recompense. According to the notion of *syara' al-Ijarah* is a type of contract to take benefits by way of replacement, there is also a translation, *ijarah* as buying and selling services (wages), namely taking the benefits of human labour [28]. The object of the contract lease can be justified by the *Shari'ah*, and it must be clear. Goods as an object of the lease must be clearly known by the lessee about the type, form, amount, and duration of the lease, as well as its nature. This is intended so that before the tenant enjoys the goods, he or she is

not burdened with feelings of insecurity, because there are things that are lacking during the engagement. And besides that, when returning the rented item, there is no loss to the tenant as if it was caused by it during the rental period. In order to avoid the burden of compensating the tenant for losses because the rented goods are not known in advance, the incident must be kept away. Rented goods, apart from having to be known in advance, are also not prohibited by religion [29].

Likewise, what is in the agricultural land lease transaction to the *Mbojo* tribal community is that the object of the agreement is a plot of agricultural land designated as land for farming, and according to the *Shari'ah* that such object has met the requirements to be the object of the transaction.

Seeing the pillars of the *ijarah* contract regarding wages if it is associated with the practice of leasing agricultural land, it has not fulfilled all the pillars, one of which is related to wages or payments for the benefits of goods. For Islam, wages are something that is given to the lessor for services that have been given or taken advantage of by the lessee [2]. With the condition that it is clear or the amount is known, therefore the *ijarah* is invalid with an unknown wage, then the rent must be handed over together with the receipt of the goods being rented. If the rented benefits are complete, then the rent must be complete. Namely, the benefits and payments of rent that is the object of the lease [30].

The practice of agricultural land *ijarah* contracts that occur in the Bima community, payment of rent for the farmland of sometimes too and also paid when the crops from the leased land are harvested, namely in every harvest season about once every four months, the form of payment can be in the form of money according to the initial agreement between both sides. So, the wages are in accordance with the *shari'ah*. on the other hand, there is also a clear contract.

In the case of leasing, it must be clear what the agreement is for what the land is rented for or whatever it is allowed as long as the renter (the owner) allows the land to be planted with whatever the tenant wants, but it is better not to use old plants. if the land lease is not explained as to whether the land is used, then the leases held are declared void (*fasad*) [7]. In the practice of *ijarah*, the *Mbojo* community's agricultural land is clearly planted with the purpose of renting it for the benefit of planting rice, corn, soybeans, peanuts, cassava, or plants that are not old plants. So according to the *shari'ah* that the type of plant that the plant has met the *shari'ah*.

Land leasing transaction but on condition that it explains the use of the leased land, what type is planted, then with a clear payment, for example in money, gold or silver. If these conditions are not met, then the *ijarah* is declared *fasid* (invalid) [2]. Of course, referring to the hadith written in the book *Bidayatul Mujtahid* written by Ibn Rushd is a hadith that allows renting land as long as it is paid in gold and silver, with 'Tariq bin Abdurrahman from Sa'id bin al-Musayyab, from Rafi' bin Khadij r.a from the prophet Saw: "That the Prophet SAW. He said, "There are only three people who are allowed to plant, namely the person who owns the land and then cultivates it, the person who is given land and then plants the land that was given to him, and the person who rents the land with gold and silver." ( Ibn Majah and Nasai) [3].

Thus, after being reviewed from the perspective of Islamic economic law, the practice of agricultural land *ijarah* contracts that occurred in the Bima community was in accordance with existing Islamic law studies because there were no elements of ambiguity, *maysir*, or usury.

## 4 Conclusion

Based on the results of the research conducted, it can be concluded that the practice of *ijarah* or land rent in the *Mbojo* tribal community is as follows: first, the practice of *ijarah* or land lease in the *Mbojo* tribal community is used to plant rice, corn, peanuts, soybeans, and cassava. The implementation of the *sighat* lease contract is carried out by the land owner and the tenant orally without writing. Second, Based on the perspective of sharia economic law, the practice of land lease (*ijarah*) in the *Mbojo* tribal community when viewed from the pillars and conditions has been fulfilled, however, in terms of there is no written evidence, so it is feared that it will reduce the results of the initial agreement. So there need to be steps from the scholars, and preachers to provide understanding to the wider community about the concept and principle of the benefits of *ijarah* in agriculture.

This study has limitations because it has not been able to thoroughly describe the context of the life of the *Mbojo* tribe in terms of culture, society, economy, and politics, and also has not comprehensively analyzed various opinions from schools and scholars. In the practice of *ijarah*, the researcher gives advice and recommendations *first*, it should be to the tenant to be clearer in determining the period of the object of the lease, *Second*, to the owner of the lease to be more firm and clear in determining the rental fee and also explain the solution if one day the tax fee up or down. *Third*, for the *Mbojo* tribal community, especially the parties who practice the *ijarah* agreement on agricultural land, in *muamalah* they must pay attention to the principles that have been taught by Islam, in order to avoid the prohibition by Islam.

**Acknowledgments.** Thanks to Allah SWT for the author's permission to complete this article. The author also expresses his gratitude to the academic community of the postgraduate school of the State Islamic University, Syarif Hidayatullah Jakarta, who has funded the publication of articles at ICIIS 2022, especially to the Director of the Graduate School of Syarif Hidayatullah State Islamic University Jakarta, Prof. Dr. Phil. Asep Saepudin Jahar, MA., and thanks to Prof. Dr. Abdul Hamid, MS dan Prof. Dr. Euis Amalia, M. Ag. as a professor of Islamic economics at the Syarif Hidayatullah State Islamic University, Jakarta is a promoter and willing to join in this article. Hopefully, this will be useful for work worthy of world reading.

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