

## Review of Sharia Economic Law on Termination of Agricultural Land Lease Contract in Alahan Panjang

**Sari Fitri**

Manajemen Bisnis Syariah, Sekolah Tinggi Agama Islam Negeri Mandailing Natal, Indonesia  
[sarifitri@stain-madina.ac.id](mailto:sarifitri@stain-madina.ac.id)

### Abstract

*This study aims to find out the economic fiqh review of the termination of agricultural land lease contracts in Alahan Panjang. Renting farmland is done during the growing season until the harvest season in Alahan Panjang. The formulation of the problem in this study is how the implementation of the termination of agricultural land lease contracts in Alahan Panjang and how the economic fiqh review of the termination of agricultural land lease contracts. This study uses field research with qualitative approach. The data was obtained through in-depth interviews. Based on the results of the study concluded the implementation of agricultural land lease contracts have not met the pillars and conditions, namely the unilateral termination of agricultural land lease contracts from Mu'ajir while the time agricultural land contract has not expired. Termination of this contract results in material losses for musta'jir. In this economic fiqh review is a bad habit or urf' fasid. There is no benefit of both parties in the termination of the land lease contract, because one of the parties feels harmed.*

### Keywords

Economic fiqh;  
termination of contract;  
lease



### I. Introduction

Muamalah activities, which are commonly known as economic practices in everyday life, are familiar. Indonesia, which is a Muslim-majority country, has long applied the concept of Islamic economics in every activity. Starting from the practice of buying and selling, leasing, cooperation contracts in economic activities, so that Islamic economics becomes something that needs to be considered and becomes an interesting thing to continue to discuss. Islam has set the principles that need to be guided in muamalah activities. There are at least eight principles that must be considered, namely: 1) Seeking halal sustenance, both in terms of substance and how to get it; 2) not oppress and not be wronged; 3) justice distribution of prosperity; 4) transactions are made on the basis of pleasure; 5) there is no element of usury; 6) there is no element of maisyir (gambling); 7) there is no element of gharar (obscurity); 8) there is no element of mudharat and mafsadat (Zainuddin, et al: 2017).

Nowadays, economic activity, especially Islamic economics, continues to develop and it is not uncommon for problems to occur in its implementation. It is not uncommon for disputes to arise as a result of cooperative relationships, leases and other activities that require settlement from the point of view of sharia economic law.

Rent or ijarah has been done in many areas. The principle of ijarah offered to the community is based on an agreement (akad). In addition, the contract is something that really determines the continuity of a transaction (Ahmadi, 2012:314). Meanwhile, the lease or Ijarah contract is the most frequently used contract by the community and performs

economic activities. Such as renting farmland, houses, cars, someone's services and many others.

Ijarah is a contract for the transfer of rights to goods or services (benefits) without being followed by a transfer of ownership of the object used, through rental payments. This is as explained in the fatwa of the National Syari'ah Council (DSN) that transactions using a contract for the transfer of the right to benefit from an item or service within a certain time through the payment of rent or wages, without being followed by a transfer of ownership of the goods are called an ijarah contract. Ijarah is a rental transaction for an item and or wages for a service within a certain time through rental payments or service fees. (Abdul Ghafur, 2008: 25). According to Muhammad Syafi'i Antonio ijarah is a contract of transfer of usufructuary rights to goods or services, through payment of rent,

All scholars stipulate that the legal ijarah is permissible based on the arguments of the Qur'an, including QS. AL-Baqarah(2): 233, QS. Az-Zukhruf (43). 32, QS. At-Thalaq (65), QS. Al-Qasas (28): 26 and the Sunnah. Ibn Qudamah asserts that the need for benefits is as strong as for objects. A number of DSN MUI fatwas specifically on Ijarah have been issued, including DSN MUI Fatwa No. 09 of 2000 concerning Ijarah Financing, No. 27 concerning Ijarah Muntahiyah bit Tamlik, No. 56 regarding the review of Ujrah, No. 101 and 102 on Ijarah Maushufah fi Dzimmah, and 107 on the Ijarah contract (Soemitra, 2019: 116).

In today's contemporary economic developments, especially in the Ijarah contract itself, it is not uncommon found problems ranging from not fulfilling the pillars and conditions of a contract, or terminating the contract unilaterally, regarding the rights and obligations of the tenant and the lessor, in muamalah activities in the community requires a reference or intelligence regarding the perfection of the contract so that the economic activities carried out provide benefits and do not harm each other by both parties. There are so many rental cases that are not handled properly and end up in criminal acts and courts, sometimes regarding very minimal public understanding of consent and acceptance in a contract in rural areas and eventually it becomes a culture which at the conceptual level is called a contract defect.

In Alahan Panjang, West Sumatra, the lease contract on land Agriculture is a tradition for immigrants or natives. The leased agricultural land is used to grow young plants such as chilies, tomatoes, vegetables and others. So Alahan Panjang is known as the village of dollars, because the economic cycle is very fast. This fertile and beautiful geographical condition is very supportive for economic development in Solok City. In the practice of renting land in Alahan Panjang, conflicts often occur. When mu'jir rents land to be processed and makes an agreement between the two parties, starting from the cost of renting the land and how long the land lease will be, it is also determined. This agreement is carried out verbally only, the leased land may be used by musta'jir which usually ranges from 2-5 years. But what often happens is that the mu'jir unilaterally decides on the lease contract to the detriment of the musta'jir. Often people complain and do not know how to solve this problem. When entering into a lease contract, agricultural land is processed by the musta'jir. In the middle of the journey there was a unilateral termination of the contract from the land owner.

Economic fiqh and economic activity have a very close relationship and can be used as a basis for solving problems in economic activity. The purpose of this study is to find out how the implementation of the termination of agricultural land lease contracts in Alahan Panjang and how the economic jurisprudence review of the termination of agricultural land lease contracts in Alahan Panjang.

## II. Research Method

### 2.1 The Basic Concept of the Ijarah Contract

Ijarah is a contract for the transfer of usufructuary rights to goods or services, through payment of rental wages, without being followed by a transfer of ownership of the goods themselves (Antonio, 2001: 117). This is in accordance with the definition of ijarah according to the DSN-MUI Fatwa No. 09/DSN-MUI/IV/2000 concerning Ijarah Financing. Ijarah means rent, service or compensation, namely a contract made on the basis of a benefit in exchange for services (Aditha, 2017: 22). According to Hanafiyah, ijarah is a contract to allow the ownership of the known and intentional benefits of a substance that is rented in return. From some of these definitions it can be understood that ijarah is exchanging something for something in return. In the Indonesian translation it means rent or wages, which means renting is selling the benefits of goods (Suhendi, 2008:114-115).

### 2.2 Ijarah Legal Basis

The legal bases or references for Ijarah are the Qur'an, Al-Sunnah, and Ijma'. In Surah At-Thalaq 56 (6) Allah says:

حَيْثُ وَلَا لِضَيْقُوا لِيَهِنَ لَت لَ أَلِيَهِنَ لَهُنَّ لَكُمْ أَتَوْهُنَّ أَوْ إِنِ اسْرَرْتُمْ لَهُ

Which means: "If they have nursed your child, then give them their reward".

Meanwhile, if viewed from the basis of ijma' is that all people agree, there is not a single scholar who disputes this agreement. Even though there are several people who have different opinions, it is not considered (Suhendi, 2008: 117). In addition, there are several rules used in ijarah such as:

The basic law of ijarah is permissible. Ijarah transactions that have been agreed have legally binding parties that cannot be canceled unilaterally, unless there are things that damage the transaction such as defects, loss of benefits from the object of the lease (Soemitra, 2019: 122).

### 2.3 Pillars and Terms of Ijarah

According to Fiqh, in order for a lease agreement to have legal force, the agreement must fulfill the pillars and conditions. The pillars and conditions of the ijarah are:

1. *Mu'jir and Musta'jir*, namely the person who enters into the contract of rent or wages. Mu'jir is a person who gives wages and who rents out, Musta'jir is a person who receives wages for doing something or who rents something. Required for mu'jir and musta'jir baligh, intelligent, capable of doing tasharruf (controlling property).
2. *Shigatijab* qabul between mua'jir and musta'jir. For example, "I rent this car to you every day for Rp. 1,500,000, then the musta'jir replies "I accept the car rental at that price every day. Provided that it cannot be rented out to other parties during the rental period.
3. *Ujrah*, It is required that both parties know the amount in terms of rent and wages. And knowing the benefits of the goods to be contracted perfectly so as to prevent disputes. If one of them is forced to do the contract, then the contract is invalid.
4. The object of ijarah can be handed over and can be used directly and not in a state of disability.

5. The object being leased is not an obligation for the lessee. For example, hiring someone to perform the obligatory prayers for the tenant or hiring a person who has not performed Hajj to replace the Hajj pilgrimage.
6. The object of ijarah is something that can be rented out in general, such as: houses, vehicles, livestock, land or work.
7. That the reward or wages must be in the form of assets whose value is clearly known, either by witnessing or by informing about its characteristics.
8. And the fuqaha require that the rent should not be the same as the rented benefit. For example: Fulanah rents a house to Fulanah and Fulannah rents a house to Fulan as payment or wages with the type and facilities of the house which are broadly the same (Aziz, 1997: 5).
9. Goods or objects that are leased are required to use goods that can be used for their benefits, can be delivered when the lease occurs, the benefits of the object being leased are things that are permissible (permissible) according to syara', not things that are forbidden, and the goods being leased are eternal in substance until a specified time. according to the contract agreement (Suhendi, 2008:117-118).

#### **2.4 Ijarah Cancellation**

*Ijarah* is a common type of contract, i.e. a contract that does not allow the presence of a familial contract on one of the parties, because ijarah is an exchange contract, unless there are matters that require the presence of the fascicle. Ijarah will be canceled if there are things as follows:

1. the occurrence of defects in the leased goods that occur in the hands of the lessee;
2. damage to rented goods, such as houses falling down and so on;
3. spoilage of a paid item, such as a garment paid for for sewing;
4. fulfillment of contracted benefits, expiration of a predetermined period and completion of work;
5. According to Hanafiyah, it is permissible to do ijarah from one party, such as renting a shop for trade, and then someone steals his merchandise, so he can pass the lease.

#### **2.5 End of Ijarah**

The end of the ijarah contract when the contract period has been completed in accordance with the agreement, but the contract can still be valid even though the agreement has been completed for several reasons. Furthermore, it may be that the contract period has not been completed but the lessor and the lessee agree to terminate the Ijarah contract, it can also end if the lessee is unable to pay the rent anymore and also one of the parties dies and the heirs do not want to continue the contract because it will be burdensome (Awaludin, 2016: 136).

#### **2.6 Rent Return**

If the Ijarah has expired, the lessee is obliged to return the leased property. If the item can be moved, the tenant is obliged to hand it over to the owner. If the form of the leased item is a permanent item, the lessee must return it empty. If the leased property is land, the lessee must submit it empty of plants, unless there is difficulty in removing it (Suhendri, 2008: 123).

### **III. Research Methods**

This research method uses field research using a descriptive qualitative approach. Primary data sources are obtained from tenants and land leasers. Secondary data were obtained from books, journals, articles and literature studies related to the topic to be studied. The data collection techniques using interview techniques. The data is processed and analyzed and then narrated so that it can answer the problems studied.

### **IV. Results and Discussion**

#### **4.1 Implementation of Termination of Agricultural Land Lease Contracts in Alahan Panjang**

The lease agreement or better known as *ijarah* in its implementation in Alahan Panjang is carried out in an agricultural land lease contract, the object being leased is usually vacant land or uncultivated land which is then leased to be processed for farming, such as planting chilies, vegetables, and all kinds of basic necessities. This agreement is usually made orally, the tenant goes to the land owner and performs *Ijab and Qabul*. The lessee conveys his intention to rent the tenant's land by mutually agreeing on how long the land will be rented and the rental fee, with an agreement to be able to maintain and properly care for the land leased to the lessee.

For the implementation of this agricultural land lease contract, if the tenant feels the land he sees is suitable for cultivation, the tenant simply comes to the land owner's house and conveys his intention to rent the land, this agricultural land lease is usually unconditional, there is no obligation to cultivate certain crops, usually The land to be leased is indeed vacant land that is not worked on by the land owner. From the data above, it can be seen that the contract made is included in the contract or verbal agreement as expressed by all the opinions above. According to Salim "an oral agreement is an agreement or contract that is carried out by the parties simply by verbal or an agreement between the parties". Oral agreements are also only based on agreement and trust between the parties who make the agreement (Salim, 2005: 5).

Based on the results of an interview with Hasan's brother as one of the tenants, he said that he rented agricultural land by visiting the land owner's house and making the contract verbally.

Brother Hasan leased this contract inThe agreement is for one to two years. In one year it can be used for 3 to 4 times of harvest. The use of the land is left to the tenants to cultivate the land with any kind of cultivation. This lease is only made with an oral agreement without any written evidence. So only on the basis of Trust. Advance rental payments. Usually the rent is set by the land owner in the range of Rp. 6,000,000-7,000,000. The price of land rent does not depend on the area of land, only based on habits that already exist in the community. The rental price is determined by the land owner. For land leases, the actual time period varies depending on needs and also the agreement, but Mr. Hasan only rents for 1-2 years, and the rental contract has been paid at the beginning of the agreement on the condition that it takes care and manages the agricultural land properly and does not lease the land to other people. If the lease contract has expired, the tenant is obliged to return the land, that's how the lease agreement for the agricultural land contract was carried out and Hasan was allowed to manage the agricultural land after the contract was agreed. (Hasan, Land Tenant, May 25, 2021)

But in the middle of the road about 3 harvests, or nearing the end of the year, the contract termination occurred unilaterally, the land owner took the land, even though the

rent had already been paid. which is abundant, and the land owner also wants to manage his land again, and there is also a reason, namely pressure from his closest family or family of one clan who wants to manage the land. **agricultural land, why rent it out to someone else. (Hasan, Land Tenant, May 25, 2021).**

The cancellation of this lease contract happened exactly one year the running of the contract, after cultivating agricultural land and getting 4 harvests, after one year the lease contract was canceled by the landlord. From the time specified when the contract was signed, there is still one more year for the lease term.

When viewed from the phenomenon that occurs, the cancellation of the contract is carried out by the land owner unilaterally, by taking the leased land, while the time for the land lease is still one more year while from the tenants there is no violation of the contract or lease agreement. Brother Hasan suffered material losses as well as agricultural land that could be processed and could be harvested 3-4 more times, but the owner has already taken it. This means that the cost of processing and pulverizing the land also suffers a loss, and the rental fee has also been paid in full at the beginning of the contract. And if it is legally resolved, it cannot be because the lease agreement is only verbal. (Hasan, Land Tenant, May 25, 2021).

To find out the background to the termination of agricultural land contracts that often occur in Alahan Panjang, the researchers also conducted interviews with community leaders or niniak mamak who are elders in Alahan Panjang, named Mr. Ali, because in Alahan Panjang the majority of the people here are farming or farming. farming, Alahan Panjang which is nicknamed the Dollar village because of the very rapid economic cycle here, Alahan Panjang is one of the main suppliers of basic ingredients such as chilies, tomatoes, potatoes, and other vegetables, usually traveling traders or toke come here to pick up goods and sell them to other cities/regencies for sale to the market, and also to Pekanbaru, Medan and also the island of Java Population. Alahan Panjang is already diverse, there are many newcomers who come here to work and even live here.

It is common to terminate the contract unilaterally because the lease contract is only done verbally without any written evidence or witnesses. Termination of this contract with tenants from outside Alahan lengthy due to jealousy of the abundant harvest. The land owner feels that he wants to take his agricultural land back, even though the lease contract has not yet expired. In addition, the termination of the lease contract also occurred with the tenants of Alahan Panjang themselves. This termination is usually at the end of the harvest period. The land tenant feels that he has been harmed materially and he cannot sue because there is no physical evidence or written agreement. Usually for agricultural land rental using physical evidence is a span of 5 years because the rental fee has reached tens of millions of rupiah. The lease contract which has written evidence is difficult to terminate the contract. (Ali, Character,

#### 4.2 Termination of Agricultural Land Lease Contracts In Long Land According To Economic Fiqh

Termination of the lease of agricultural land that occurs in long land occurs unilaterally, while the termination of the contract or expiration can occur if the benefits of the object of the lease have expired and the time of the lease contract has expired. When viewed from the point of view of good and bad judgment in terms of economic fiqh, this has become a habit that occurs in society, especially in long land or what is commonly called *urf*.

*urf* divided into *urf 'sahih* and *urf fasid*. *Sahih urf* is anything that is customary in society but does not violate the *syara'* argument, nor does it justify what is forbidden and does not invalidate what is obligatory. And unilaterally terminating the lease contract for agricultural land in Alahan Panjang has become a bad habit because it harms one party, and here it is the *musta'jir* who suffers as a tenant because they lose their rights before the lease expires (Usman, 1999:40).

Meanwhile, from the perspective of benefit, it is the benefits that are determined by *syar'i* for his servants including the maintenance of their religion, self, reason, lineage and property according to a certain order between them. When viewed from the aspect of benefit, it is not in accordance with economic fiqh because it is detrimental to one party, both in terms of material and non-material.

#### V. Conclusion

Based on the research that has been conducted regarding the review of Islamic economic jurisprudence on the termination of agricultural land lease contracts in Alahan Panjang, it is concluded that the first is a unilateral termination of the contract by the land owner before the lease expires, and this agreement is carried out only verbally. Thus causing the cancellation of the lease can occur at any time because there is no binding law. The second is viewed from economic fiqh regarding the contract termination of agricultural land rental contracts has become a habit. However, this is a bad habit (*urffasid*). Judging from the benefit of both parties, the termination of the land lease contract is not in accordance with economic jurisprudence, because one of the parties feels aggrieved.

The implications of this research include providing new views on cases that often occur in the community, so that there are no disputes in the future and henceforth it can be disseminated to the community and direct socialization is also needed either in the form of seminars, *taklim majlis* where the community can gather together to learn about this agricultural land lease agreement.

#### References

- Adityarani, N. W & Sakti, L. (2020). A Legal Review of the Application of Ijarah Contracts and Innovations from Ijarah Contracts in the Development of Sharia Economics in Indonesia. *Journal of Fundamental Justice*. 1. (2). 40-50.
- Ahmadi, B. (2012). Bay', Ijarah and Wadi'ah Contracts Perspective of the Compilation of Sharia Economic Law (Khes). *Episteme Journal*. 7(2):312-336.
- Amalia, LN (2015). Islamic Economics Review on the Application of Ijarah Contracts in Laundry Service Business (Case Study in Kedungrejo Village, Muncar District). *Economics: Journal of Islamic Economics and Law*. 5. (2): 166-189.

- Awaluddin. (2016). The Process of Implementing the Qardh Wal Ijarah Contract on Hajj Bailing Products at Bank Syariah Mandiri Sub-Branch Office Padang Panjang. *Sharia Scientific Journal*. 15(2). 132-142.
- Aziz, A. Dkk. (1997). *Encyclopedia of Islamic Law*. Jakarta: PT Ichtiar Baru Van Hoeve.
- Dzubyan, DM et al. (2019). Analysis of the Ijarah Muntahiya Bittamlik (Imbt) Agreement in the Perspective of Islamic Law and Positive Law in Indonesia. *Journal of Islamic Economics and Finance*. 3. (2). 181-196.
- Handayani, RP (2015). Analysis of Bogor City Community Perceptions of Cash Waqf. *Sharia Journal*. 1. (2).61–70.
- Hidayat, E. (2019). *Rules of Fiqh Muamalah*. First Edition. PT Youth Rosdakarya: Bandung.
- Nazir, Muhammad. (2005). *Research Methods*. Ghalia Indonesia: Bogor.
- Polindi, M. (2016). Implementation of Ijarah and Ijarah Muntahia Bit-Tamlik (IMBT) in Islamic Banking in Indonesia. *AL-INTAJ*. 2. (1). 29-36.
- Prasetya, Renata. AY & Herianingrum, S. (2016). The Role of Baitul Maal Wa Tamwil in Improving Micro Enterprises Through Mudharabah Financing. *Syirkah Journal*. 2. (2). 252-267.
- Soemitra, A. (2019). *Sharia Economic Law and Fiqh Muamalah in Contemporary Financial and Business Institutions*. First edition. Prenade media Group. East Jakarta.
- Suhendi, H. (2008). *Fiqh Muamalah*. First Edition. PT Raja Grafindo Persada: Jakarta.
- Usman, M. (1999). *The Rules of Ushuliyah*. Jakarta: PT Grafindo Persada.
- Zainuddin, et al. Jurisprudence Overview of Trading Activities in the Lower Bukittinggi Market. *Journal of Ar-Risalah*. 17.(2). 147-161.