

## Islamic Solution on the Agricultural Land Leasing Problem: Case of Excessive Time Dispute

**Imron Rosyadi**

Faculty of Islamic Studies, Universitas Muhammadiyah Surakarta, Central Java, Indonesia, Jl. Ahmad Yani Pabelan Kartasura Surakarta Jawa Tengah, 57162  
E-mail: irl20@ums.ac.id

**Fauzul Hanif Noor Athief**

Faculty of Islamic Studies, Universitas Muhammadiyah Surakarta, Central Java, Indonesia, Jl. Ahmad Yani Pabelan Kartasura Surakarta Jawa Tengah, 57162  
E-mail: fauzul.hanif@ums.ac.id

**Darlin Rizki**

Religious and Cross-Cultural Studies, Pascasarjana, University of Gadjah Mada, Yogyakarta, Indonesia, Jl. Sosio Humaniora No. 1, Balaksumur Yogyakarta, 55281  
E-mail: darlinrizki@mail.ugm.ac.id

### ABSTRACT

*The practice of leasing farmland does not always run smoothly. One of the obstacles that tenant farmers often face is the excess rental time because the plants have not yet entered the harvest period when the rental period ends. On the other hand, the land owner does not want to lose the profit that can be obtained from the duration of the excess lease. This study aims to find alternative solutions to disputes over lease contracts (ijarah). This field research is used to answer questions related to the process of implementing agricultural land rental practices and the impact of excess rent for owners and tenants, as well as a contract model that can be a conflict solution from time to time in leasing agricultural land. The data was collected through interviews, the results of which were analyzed using descriptive methods, then conclusions were obtained through an inductive mindset. The data resource comes from Kalikotes, Klaten Regency. This study concludes that the beginning of the lease agreement does not conflict with Islamic law because it has been mutually agreed between the two parties. Still, at the end of the lease process, there is a contract discrepancy. The land owner immediately asks the tenant for compensation for the excess time. The non-compliance with the agreement made by the tenant was caused by entirely unpredictable things, where the lease period had expired, but the rice could not be harvested. Both parties can resolve this conflict in a win-win manner by making a contract new ijarah or changing the form of the contract at the beginning by using the number of harvests, not the year's tempo.*

**Keywords:** Agriculture; Dispute; Ijarah, Islamic Law; Solution.

**How to Cite:** Rosyadi, I., Athief, F. H. N., & Rizki, D. (2022). Islamic Solution on the Agricultural Land Leasing Problem: Case of Excessive Time Dispute. *Jurnal Ilmiah Al-Syir'ah*, 20(2), 139–156. <https://doi.org/https://doi.org/10.30984/jis.v20i2.1679>

Copyright © 2022, Jurnal Ilmiah Al-Syir'ah

## **INTRODUCTION**

In the literature of Islamic studies, the relationship among humans is referred to as muamalah. Simply put, muamalah is defined as things that regulate the relationship with the way of life of fellow human beings to meet daily needs (Afandi, 2009). One form of human activity in muamalah is ijarah (rental or leasing). Ijarah is a rental transaction between the lessor and the lessee through the payment of rental of an asset or goods to take advantage of a specific price and within a particular time (Polindi, 2017). With the existence of this lease relationship, both parties have been bound by an agreement. Lots of transactions using ijarah contracts develop in society to meet the needs of life. Ijarah contract is a sale and purchase contract between the benefits of goods and several rental fees. The purpose of the ijarah agreement of the tenant is to utilize the functionality of the goods optimally, and for the owner, it aims to benefit from the rental fee. (Oktaviani, 2018).

Laws and regulations are also specified in the lease, terms, conditions, or forms of lease that are permitted or not permitted. The pillars and conditions of the contract that must be considered, the agreement must also meet the requirements of Islamic law, one of which is fairness. Something that contains injustice is feared to cause harm to one party, even harming both parties, which does not rule out the possibility of causing a dispute.

One of the essential things in muamalah activities is the contract. The contract aims to produce a legal consequence. More specifically, the contract's purpose is for the parties to realize a common purpose through making the contract. In the implementation of the contract, there are two conditions, namely ownership, and power. Ownership is something a person owns so that he is free to move with what he has by the rules of syara. As for power, a person can perform or exercise any transaction by syara, either initially, done by himself, or partially replacing (being someone's representative) (Anita, 2019).

Ijarah contracts are often a transaction in land management in the farming community. Farmers in Kalikotes Village, Kalikotes Subdistrict, Klaten Regency, until now, also applied the ijarah agreement because most of the population are farmers with a relatively large agricultural land. This ijarah agreement is carried out because not everyone who owns agricultural land cultivates it, but it is rented annually. The system usually applied in this lease between the owner of the agricultural land and the party renting it out is that three rice harvests are carried out in one year.

Ijarah contracts in agricultural land leases are not always smooth without problems. For farmers in Kalikotes Village, problems began to arise when the harvest season was uncertain. When the rental period for agricultural land has ended, many farmers who rent the land find their harvest is yet to come. This is because a joint agricultural land leasing agreement is yearly, whereas the harvesting time cannot be easily predicted to be a yearly circle. Farmers in Kalikotes Village

usually suffer from pest and weather uncertainty. It is common to see farmers who fail to harvest in the expected time. The apparent dissimilarity between the renting duration and harvesting period created a problem that has even become a source of dispute between owners and tenants of agricultural land.

Research on the *ijarah* contract as a societal transaction has been widely studied. One is the research of (Suryaman, 2018), who examined the legality of Islamic law on the practice of leasing under seasonal or periodical schemes (*Emplong* system). It was explained that there are two planting periods in one year: the *rendeng* period (rain) and the *gadu* period (after *rendeng*). Farmers in that research started work before the pre-agreed duration to optimize the harvest when the expected season comes. The study concluded that such action doesn't meet *Syariah's* requirements. In another study, (Utomo & Wulandari, 2020) examined the annual *Adol* land lease system in *Gronggot* Village. This study emphasized the importance of including written evidence or documents in lease transactions to avoid potential problems arising from the parties involved.

Hasanah (2020) research examined the validity of an *ijarah* contract practice on paddy fields in *Tanjungganti II* Village, *Kelam* District. In his findings, he explained that the rice field rental system was carried out with the tenant as the land manager and the owner as the provider of seeds and fertilizers. The distribution of the harvest is agreed upon at the beginning, namely the land owner and the cultivator; this practice is appropriate in the view of Islamic law. (Sairazi, 2019) examined the practice of leasing through the opinions of scholars. The study stated that out of 10 *ulama's* opinions, 8 of them thought that it is permissible for the reason of helping each other.

In comparison, one *ulama* thinks it is not permissible because there is no certainty of results. After all, it can make one party feel disadvantaged. One other cleric thinks that it is permissible but should be avoided (*makruh*) because the practice of leasing contains *gharar*.

Other studies, such as the one conducted by Aditia (2018), examined leasing land with a harvest payment system in *Gunung* Village, *West Lampung* Regency. The results of this study show that renting land in *Pekon Gunung Sugih* is not by the rules of *fiqh*. The contract is made where payment is made after the harvest is complete at the cost of 40% of the harvest profits, and both parties must bear losses. The contract is due in three to five years. Another research was conducted by (Oktiarto, 2019), who examined the legitimacy of renting agricultural land in an unwritten manner. The research found that the provisions of the *ijarah* contract, which have been regulated in the Supreme Court Regulation 2 of 2008 concerning the Compilation of *Sharia Economic Law* and the *Fatwa* of the National *Sharia Council* Number 09/DSN-MUI/VI/2000 concerning *Ijarah Financing*. That the lease agreement for agricultural land made in writing is valid and by the regulations of the *ijarah* contract.

(Husmaijar, 2019) also studied the practice of renting agricultural land with the payment of crops. The results of this study indicate that the practice of leasing agricultural land is carried out verbally between the tenant and the land owner, and there is no written agreement between the two parties. Rights, obligations, and responsibilities are carried out voluntarily by the agreement of both parties. Land rents are paid for with rice harvests, which is detrimental to the tenants because there is no clarity. In a disaster such as a flood, the tenant will still pay the land rent even though the harvest is not fully obtained.

Several studies above show that the theme regarding the practice of ijarah or leasing has been widely carried out among researchers. However, all the studies above focused on the shariah compliance aspect. The previous studies above also show that many leasing agreements lead to disputes. In addition, those only show how the dispute between involved parties arose and whether it is compliance or not. In practice, farmers don't need only the judgment permissibility of an act (halal or haram) but also how to rectify the contract according to the shariah requirement. This study will focus on the possible solution to the conflict that usually arises between landowners and farmers during the lease, especially in terms of the excessive time of leasing. This study will first see how to contract is formed and then explore the effect of excessive leasing time. In the end, the author will offer a contract model that can be a solution to the conflict of spare time in the practice of leasing agricultural land in Kalikotes Village.

## **METHODS**

This study employs a qualitative research model since the data is taken directly from the source, and the results are not converted into symbolic or numerical form (Hadi, 2017). The author directly went to the location of the research subject to meet with the informants who hold the required data objects. Primary data sources were obtained by conducting interviews with land owners and farmers who rented land in Kalikotes Village, Klaten. Interviews are used because they are more appropriate to dig up data from sources to meet the element of the depth of data as a form of the uniqueness of qualitative research. Secondary data sources were obtained from Islamic law literature, various publications, scientific journals, conference proceedings, and digital data from final project papers stored in digital archives of various campuses.

The interview is conducted with people who made lease transactions for agricultural land by asking several questions related to the leasing mechanism and excess of time in the practice of leasing. The author interviewed to discover more clearly the process of renting agricultural land in the Kalikotes Village community. The interview process was carried out by visiting informants, the tenants (Mr. Wiji Santoso, Mr. Sadimin, and Mr. Lasiman), and the land owners (Mrs. Mardinah, Mr. Adi, and Mr. Kardi).

All data obtained will be analyzed and presented descriptively by writing a report with the contents of the data facts presented as it is (albi & Johan, 2018). The

analysis model used is inductive by developing general new conclusions based on the data that has been collected (Gumilang, 2016). Thus, the analysis began from the field fact taken as data and compared it to existing leasing theory according to Islamic Law. As part of aligning the fact into theory, the analysis will be followed by developing a concept on how the fact best matches the theory and boundary set by Islamic Law. In this case, the authors are looking for a solution to the conflict of spare time in renting agricultural land in Kalikotes Village, Kalikotes District, Klaten Regency.

## **RESULTS AND DISCUSSION**

### **The Basic Concept of Ijarah**

The word al-ijarah in Arabic means wages, rent, services, or rewards (Bukido & Hasan, 2016). Al-Ijarah, according to the definition of syara' is a type of contract place is handed over to another person to take benefits, and the beneficiary pays a certain amount of compensation like wages, goods, or place used. For example, Renting agricultural land to manage. Some translate ijarah as buying and selling goods or services (taking the benefits of human labor) (Kusumastuti & Rahmawati, 2019).

There are several definitions of al-ijarah put forward by fiqh scholars (Said et al., 2020):

1. According to Hanafiyah scholars, it is a transaction for a benefit with a reward.
2. According to Syafi'iyah scholars, it is a contract for certain benefits, is permissible, and may be used with specific compensation or rewards.
3. According to Malikiyah scholars, it is the transfer of ownership of the benefits of something that is allowed within a particular time with specific compensation.

According to the Civil Code, al-ijarah is usually called a lease. A lease is an agreement in which one party binds himself to provide enjoyment of the goods for a certain period by paying a specific price according to the agreement (Harahap, 2020).

Meanwhile, according to the Fatwa of the National Syari'ah Council (DSN) No. 09/DSNMUI/IV/2000. It is stated that the community's need to obtain an item often requires another party through ijarah, namely the transfer of use rights (benefits) on an item within a specific time with payment of rent, without being followed by the transfer of ownership of the goods themselves. So that the occurrence of moving leases is only the object's profit; in this case, it can be in the form of goods benefits such as houses to be abandoned, land to be planted, and others. But the property rights are still owned by the owner. From some of the definitions above, al-ijarah can be interpreted as a contract for transferring

usufructuary rights to goods or services within a specific time in exchange for a rental fee (rent).

Based on Islamic law, the people who rent out are called Mu'ajjir, while the people who rent are called Musta'jir, the goods that are rented are called Ma'jur, and the rent or compensation for the use of the benefits of the goods is called ujah. A lease is a consensual agreement, which means that all members involved in the lease of the goods have agreed; this agreement has legal force at the time the lease takes place. If the contract is already in progress, the renting party must deliver the goods to the lessee and the benefits; the lessee is also obliged to pay the rental price (Boediningsih & Tutiek, 2021).

Ijarah must meet the pillars and conditions. The pillars and conditions agreed upon by most scholars are 'aqidain, shighah, ujah, ma'qud 'alaih (object of contract) (Lolyta, 2014). These pillars must meet the conditions in which the party was making the contract and states their willingness. The object must be in perfect ownership; the tenant uses it according to its designation, the object of ijarah can be handed over, the use of the object is still within the sharia corridor, and the clarity of the lease term and rental wages (Kurniawan, 2018).

### **The end of the Ijarah Contract**

All Islamic scholars agreed that the contract lease ends due to the lease term's expiration and the destruction of the lease object (Sari et al., 2020). In general, there are seven conditions for the termination of *ijarah* contract.

1. Expiration of time
2. Dismissal of both parties
3. Destruction of the leased object
4. Ending contract due to emergency state
5. The demise of contracting parties
6. Ending of contract due to defect in the leased object

As for the first condition mentioned above, scholars have different opinions regarding the agricultural or farming land context. The specific case is when the contract is based on duration instead of harvesting time. If the leasing period ends, while there are remaining plants yet to come the harvesting time, the scholars have a different opinion. In short, Malikiyah Syafiiyah and Hanabilah believe that the lessor has the right to uproot the remaining cultivation with different detailing among Mazhabs.

For example, scholars of *Syafii* school said that if the agriculture plant is specified during the initial contract while the lessee stipulates in the contract to leave the cultivation as it is even when the period expires, the contract is said to be void. Suppose both lessor and lessee never stipulate any term regarding uprooting the cultivation upon the end of the period. In that case, there are two opinions in the

*Syafii* school: the lessor has the right to uproot the cultivation. At the same time, the second said that the lessor has no right to do so, but the lessee has to pay a specific amount of money (*ajr al-mitsl*) in exchange for the extra time.

### Data and Source Person Description

This study involved respondents from both parties, namely the owners of the fields and the farmers who manage the fields. It is done to ensure that the data obtained reaches the saturation point.

Tabel 1. Research Respondents, the owners of the fields and the farmers who manage the fields

No	Name	Gender	Age	Occupancy	Initials
1	Wiji Santoso	Man	68	Tenant	WS
2	Sadimin	Man	60	Tenant	SD
3	Lasiman	Man	56	Tenant	LS
4	Mardinah	Woman	61	Landowner	MR
5	Adi	Man	39	Landowner	AD
6	Kardi	Man	53	Landowner	KR

#### *Wiji Santoso's Detail*

The first informant interviewed by the authors is Mr. Wiji Santoso, 68, whose daily job is as a farmer. He is a native of Kalikotes Village. In this case, he is one of the tenants of agricultural land owned by Mrs. Mardinah because she does not have agricultural land, so she leases agricultural land for additional family income.

#### *Sadimin's Detail*

The following informant is Mr. Sadimin, who is 60 years old. His daily job is as a farmer, and he rents out Pak Adi's farmland. According to him, the agricultural land he already owns is still insufficient for his needs. For this reason, he often rents agricultural land to meet his family's daily needs.

#### *Lasiman's Detail*

Next is the statement from Mr. Lasiman, one of the perpetrators who rented the agricultural land owned by Mr. Sukardi in Kalikotes Village. He is 56 years old, and his daily job is as a farmer. He rents agricultural land on an annual basis which

gets a rental price from the land owner Mr. Sukardi of Rp.1,250,000/year with an area of one stake.

#### ***Mardinah's Detail***

Mardinah is 61 years old woman whose daily job is as a merchant. Mr. Kabul's wife has a farmer's profession and works on his agricultural land. However, after her husband died, no one worked on the land, so she rented out her agricultural land to farmers so that her land would not be abandoned. Of course, the money from the results obtained from the rental could be used for additional income.

#### ***Adi's Detail***

Mr. Adi is one of the owners of agricultural land and works as a private employee at the age of 39 years. He leased his agricultural land to Mr. Sadimin, a close relative. He rented out his agricultural land because he had a busy life and could not work on his land.

#### ***Kardi's Detail***

Finally, the author interviewed Mr. Kardi, who currently serves as a Village Apparatus (Bayan) in Kalikotes Village at the age of 53 years. He said he rented out his agricultural land because he did not have enough capital to manage his farm. If he rents out agricultural land, he will get money from the rental.

### **The Practice of Agricultural Land Leasing**

The implementation of leasing agricultural land in Kalikotes Village is not much different from a form of economic activity that many Indonesian people do. Leasing agricultural land in Kalikotes Village is a practice of renting out the benefits of agricultural land, which is used as additional income from the tenants of the land to meet economic needs. In this agricultural land lease, there is an agreement made by both parties, and both of them carry out the agreement. The agreement is made orally and not in written form. Based on the interview results, the following is the process and mechanism of agricultural land in Kalikotes Village leasing practice:

#### ***Searching for Tenant***

In the first stage, the land owners came to the farmers to offer their land to be worked on by an annual rental process with a one-year system of three rice harvests with a price range of Rp. 500,000 – Rp. 1,250,000. Usually, land owners do this because they have an urgent need or the land owners are unwilling or unable to work on their land. In addition, usually, the farmers who are given the offer to rent the land already know what the condition of the land is like because one village usually knows each other.

#### ***Leasing Agreement***



In this case, when the tenant has determined his decision to be willing to rent agricultural land from the owner, the agreement process will be carried out under the consent of both parties. The land owner will be managed lessee who has rented his agricultural land and returns the land according to the time agreed at the beginning of the contract.

As for the interview results, several factors drove the land leasing in the village. Mr. Adi rented out his agricultural land since he had other jobs, so there was no time to work on the land. By renting out his agricultural land, he will automatically get paid for the rent while continuing his regular work (Interview with Adi, 13 February 2021).

Mr. Kardi explained that his agricultural land was leased to a trusted resident. He rents out his land because many farmers still do not have agricultural land. The leasing process that he did was usually by mentioning the area of agricultural land, and only after that was the price set in a bargaining model. Next, he explained the process of implementing the contract regarding the length of time needed for the lease. Then after determining the price, the tenant paid the land owner in total, and the land owner told which side of the land to be rented. Although usually, the tenant already knows the location and condition of the agricultural land because it intends to clarify the object being leased again (Interview with Kardi, 14 February 2021).

The explanation from the third informant is not much different from that of the first and second informants. This third informant was Mrs. Mardinah; she said that usually, her husband worked on his farmland, but after her husband died, she was also old enough to be unable to manage her farm, so she rented out the land. He aims to get money from the results of leasing the land. Then his farmland became well-maintained.

What he complained about was the end of the lease. He felt aggrieved because it indicated that the lease period had expired, but sometimes the rice could not be harvested. The next problem is a discrepancy with what was agreed upon at the beginning of the contract. As a result, the owner immediately asked for additional or unilateral compensation from the tenant. There is even a custom that requires the tenant to give part of the harvest to the owner of the agricultural land without an agreement because the owner of the agricultural land considers participating in investing the excess time (Interview with Mardinah, 7 February 2021).

The author obtained information from the tenant of agricultural land, Mr. Wiji Santoso; he said that he rented agricultural land belonging to Mrs. Mardinah. Because he did not have agricultural land, he leased agricultural land for additional family income. So at that time, Mrs. Mardinah offered her one peg of agricultural land, which was rented out annually, i.e., the lease was carried out for one year with three harvests. Every year, the harvest time is sometimes erratic, which should be when the third harvest of rice is ready to be harvested. Still, sometimes it is already

one year of harvesting, and the third rice is not ready to be harvested because pests and weeds cause damage and inhibit the growth of rice plants even due to crop failure to overcome losses. Tenants work twice because they must clean or eradicate pests or weeds that interfere with rice plants. As a result, the rental period has expired, but sometimes, the rice cannot be harvested (Interview with Wiji Santoso, 13 February 2021).

Then for the fifth informant, Mr. Sadimin, who rented the land to Mr. Adi. From the information the author got, he said that he had rented agricultural land belonging to Mr. Adi because Mr. Adi had given information that his agricultural land would be rented out, with an area of one stake with a given price of Rp.1,250,000 for a year. He uses the leased land to get grain to be used as a staple food for rice which can later be sold for additional income. For witnesses, the wives of the land owners and land tenants are usually respectively. The wife of the land tenant is Mrs. Ngadinem, and the land owner's wife is Mrs. Oni, who serves as a witness in the implementation of the lease agreement (Interview with Sadiman, 7 February 2021).

The sixth informant for agricultural land tenants is Mr. Lasiman; he said that renting agricultural land is the same as others for additional income. Mr. Kardi rents out his agricultural land to him annually and uses it to work on it if the weather is uncertain or some pests and weeds usually affect the harvest that is not on time. What should have been the lease period had expired, and rice could be harvested, sometimes even when the rental period had expired, but the rice was not ready to be harvested. When the rental time is over, he considers working on the leased land a bonus because it is not included in the annual rent (Interview with Lasiman, 13 February 2021).

Based on the explanation of the agricultural land leasing practice described above, it can be said that the contract was concluded and agreed upon with full consent from both parties. The contract also has fulfilled the pillars and conditions required by Islamic Law. However, the practice differed from what was agreed upon, where the leasing exceeded the rental time limit. Due to this, the land owners felt disadvantaged since the tenant didn't carry out the rental according to the pre-agreed contract. Of course, that happened because the tenants experienced problems managing agricultural land, and sometimes the weather was not good. The plantation could not be harvested while the lease period started to expire.

### **Impact of Excess Leasing Duration for Owners and Tenants**

As explained above, the author can find out that renting agricultural land in Kalikotes Village is actually by the pillars and terms of the lease. Still, there are problems when the harvest season is uncertain. For someone who rents out land or rice fields to someone for a specific time (e.g., one year), sometimes the results show that the rice has not been harvested while the lease period has expired. The erratic harvest is usually caused by pests and weeds that inhibit rice growth. As a result, land tenants work twice in managing agricultural land because they need to

eradicate pests that interfere with agricultural land and clean weeds so as not to interfere with the growth of rice plants, which causes a long harvest period.

Then this becomes a problem between the owner of agricultural land and those who rent agricultural land as follows:

1. Some agricultural land owners immediately ask for additional or unilateral compensation from the tenants. Even a custom requires the tenant to give part of the harvest to the owner of the agricultural land without an agreement because the owner of the agricultural land considers participating in investing the excess time.
2. The tenant considers the excess rental time a bonus because he has worked on his agricultural land. If he does not rent agricultural land, the agricultural land will be neglected or even not maintained. So, according to him, the land owner should not immediately ask for compensation.

### **Alternative solutions for the dispute**

Before developing a viable and Islamic solution to the phenomenon at Kalikotes Village, the authors will first analyze the contract's conformity with Islamic Law theory. When we look at the practice's detail, we will find that the contract was concluded to establish mutual consent between parties. The land owners set the price and the tenor, while tenants accepted what was offered by the land owners. Islam teaches that leasing has three main pillars: contracting parties, an object of the contract, *sighah* (Lolyta, 2014), each of which has several terms that must be fulfilled, including mutual consent.

Consent (*rido*) is an inseparable part of a contract and is a fundamental requirement in all commercial contracts (Qarahdaghi, 1985). Harun also stated that one of the principles in the contract is consensual, in which both parties must agree on all aspects of the contract (Harun, 2017). However, this willingness is challenging to measure except through the natural expression of the transacting party through various forms, be it words, actions, writing, or gestures. The element of willingness is represented by the expression of consent *qobul* between the two parties to the contract (Kasani, 1974). This full consent must be free from injustice, intimidation, deception, and disguise (Buang, 2000).

In the case of leasing agricultural land in Kalikotes Village, the elements in the lease are by Islamic provisions because the three elements have been mutually agreed upon between the two parties. The contracting parties are sane adults and have the authority to exercise their will. The *sighah* was made clear using affirmative sentences, where the *ijab* and *qobul* were connected and made in the same *majlis*. At the same time, the object of the contract was legal, known to both parties, deliverable, and existed during the time of the contract. The rights and obligations of landowners and tenants were already established based on common tradition (*'urf*). Using common tradition is permissible as long as it doesn't

contradict shariah boundaries (Athief, 2019). Here, it can be said that the initial land leasing contract complies with shariah requirements.

Despite the pre-agreed contract having fulfilled the shariah requirement, there was a discrepancy between the contract at the rental process where the rental exceeded the agreed duration. At the end of the contract, the land owner immediately asks the tenant for compensation for the excess time in the lease agreement for agricultural land. From an Islamic Law perspective, providing compensation that is not mutually agreed upon is a form of muamalah process that harms one party and eliminates the original purpose of the muamalah concept. Then it is clear that the lease is not legal.

The non-conformance of the agreement made by the tenant of the agricultural land was caused by entirely unpredictable things. The tenant can not do anything about the condition of the harvest season that has not yet come while the agricultural land lease has ended. In other words, the non-performance of the agreement or the delay in its implementation is not due to negligence. Even so, the lessee can be said guilty because the rental period exceeds the time limit agreed at the beginning that the lease contract is carried out in three harvests in one year. So there should be a new agreement to avoid the conflict.

Therefore, it can be said that both parties made a mistake by entering into a contract that is not valid according to Islam. The land owner collects additional money from the tenant as a fine for the spare time used by the land tenant. This fine is not part of the ijarah contract that was agreed upon at the outset but is in the form separate contract which in fiqh is included in the ta'zir discussion (Muhajirin, 2019). This financial penalty is a debatable topic among fiqh experts. Some do not allow it absolutely because there is no form of contract in commercial or non-commercial muamalah fiqh. Others allow it under certain conditions. In the practice of Islamic financial institutions, financial penalties may be imposed on the condition that the money obtained from the fines is not put into the financial institution's treasury but is channeled in the form of social donations (Djunaeni & Yusuf, 2017).

The lessee also made a mistake in using land that is no longer his property so that it is included in the element of using property in a false or wrong way and contrary to the ownership risk concept (Ikram, 2018). It is said to be wrong because based on the agreed rental agreement, it is stated that the rental period is one year while the tenant has passed the time limit. Therefore, the benefits obtained from land used after the due date are invalid and are considered to be using other people's property. The condition in which the leased agricultural land has not yet produced the desired harvest within the term of the lease agreement.

In this case, both parties are trying to maximize utilization for the benefit of each party by minimizing losses. From the perspective of the land owner, land that should have been leased back under a new contract should be able to provide additional coffers of money and benefits for the land owner. From a tenant farmer's perspective, continuing to lease the land until the end of harvesting will maximize

the benefits and yields of the crop. Completing the lease with the half-ripe position of the plant will undoubtedly bring huge losses to farmers. Islamic laws cannot tolerate both actions since it violates the foundation of the contract, even when using the 'urf approach (Athief, 2019).

Both parties' decision is logical and can be easily reasoned. Both parties are at a loss if they don't do what they want. However, the imposition of this desire, if it hits the signs of Sharia, will undoubtedly cause problems. Both parties will also benefit if they impose their will, be it fines or using land leases beyond the time limit.

Two things can be done by the parties involved to solve these facts and phenomena. These things are apart from the obligation of doing syura every time Muslims encounter any dispute (Apriantoro et al., 2021). The dispute resolution offered here is also based on *maslahah mursalah* approach that emphasizes the importance of gaining benefit for every party involved while avoiding any risk (Prastyo, 2020).

All the proposed approaches below are built on the theory of *ijarah* in Islamic Law. It is important to note that the objects of *ijarah* are classified into three categories: *ijarah* of non-animal, *ijarah* of animals, and *ijarah* of human services. In *ijarah* of non-animal, two types can be found: *ijarah* of land and *ijarah* of buildings. In the *ijarah* of land, there are many details about the *ijarah* of agricultural land (see details at Encyclopedia of Islamic Jurisprudence, Kuwait). Here, the first proposed approach suits best when the contract is already in progress since it focuses on how to rectify the already agreed term. In short, it is a curative method for any ongoing contract. Meanwhile, the second proposed approach is more about preventing possible disputes that are highly likely to occur in any agricultural land leasing contract. Here are the details of the two proposed approaches.

***Make a new contract at the end of the leasing period.***

If the rental period has expired, the tenant can immediately make a new lease agreement with the tenant farmers. In this new contract, it can be stated that the period used is not a year but varies depending on the estimated range needed until the harvest season arrives. If the distance between the expiry of the rental period and harvest only takes approximately 0.5 months, then a new lease agreement can be made for one month or two months at the same time. If the time required is up to 4 months, then a new lease agreement can be made for up to 4 months.

Making this new contract benefits both parties, maximizes the benefits for all and is legal and lawful from an Islamic perspective. The land owner still gets an amount of money by the rental price and does not lose anything from the loss of several months that should have been his land to be re-rented. The money earned is lawful because it comes from a clear rental contract. In addition, there is no *ulema*

debate in the repetition of this lease agreement, unlike financial penalties, in which scholars have different arguments.

For tenant farmers, making this new contract is profitable because it allows farmers to continue their farming process. Farmers get legal benefits according to Islam on the leased land and do not need to feel anxious about the imminent harvest. The tenant farmer can even make the worst estimate of when the harvest season will fall and then state in the contract the duration he has estimated. The tenant farmer made this estimate and entered a contract with the land owner for a later agreement.

Although the simulation presented above seems easy, some things need to be considered with the solution to the land lease dispute based on this model. This is because the tenant may ask for a much higher price than the original rental price prevailing in the market. The landowner knows that the tenant has no choice but to extend the lease by entering into a new contract separate from the original contract and so chooses to pay the price. If this is true, it will undoubtedly harm one of the parties and injure the initial function of a contract. The primary purpose of the new contract extension is to legalize the income earned by the land owner. In addition, this act is included in the category of wrongdoing that Islam prohibits. If the land owner does it, the land owner only runs from one error hole and then enters another mistake hole. This action automatically eliminates the primary purpose of making a new contract on land leasing.

### ***Change the term of the contract from period to time of harvest.***

The main problem with this phenomenon of excess rental time is the duration of the lease which is limited by the calendar. Even though it is well known that the number and success of harvests are never influenced by the date on the calendar, a collection of various factors, including the most important, is weather conditions. Of course, it is common knowledge that humans cannot control the weather. If humans cannot control the most significant factor of the harvest, then the harvest itself will never be controlled and scheduled.

Therefore, the most appropriate lease agreement for agricultural land is not to use the due date but the amount of harvest. If the basis is the number of harvests, if suddenly there is a weather disaster that causes the harvest to slow down for a month, it will not be a problem for farmers. Farmers can still focus on producing the best harvest without worrying about the duration of the expiry of the lease. On the other hand, landowners can charge a higher price than the usual rental price. The determination of the rental price is a freedom that the land owner owns, although it must be mutually agreed upon in the end.

Of course, there is still a negative side to this contract's implementation, namely the land tenant's honesty. The tenant of the land may slow down the harvest

season to maximize the yield because the rental time limit is changed from the date to the number of harvests. The tenant farmer can also look for a superior seed variant even though the yield is more extended because he does not lose anything from the rental period. As a solution, the rental is only carried out with one harvest time to see the honesty of the tenant farmers. It can be done several times until the characteristics of the tenants are seen. If the tenant farmers can be trusted, the next rental can be done with a direct duration of 3 harvests.

## **CONCLUSION**

The rental process is based on a binding agreement between the two parties. Still, when the lease term expires, there is a contract discrepancy that triggers problems between the owner of the agricultural land and the tenant. This leasing method impacts land owners when there is an excess of rental time. The tenant should carry out the lease for one year with three harvests. However, the tenant exceeded the rental period because the agricultural products could not be harvested due to the pests, weeds, or unfavorable weather that interfered with rice growth. On the other hand, the land owner immediately asked for compensation unilaterally from the tenant due to the spare time of the expired leasing period. This result in social inequality and conflict between the two parties. From the shariah perspective, the tenant is guilty of breaching the contract by occupying land where the leasing period has expired. The land owner is guilty of taking a sum of money as a penalty in exchange for the excessive period. Both actions are logical to maximize each benefit but have no legal basis from the shariah's point of view.

As a solution, the parties can do one of the following two things. The first is to make a new contract at the end of the lease term. The tempo of the contract is adjusted to the approximate time of the nearest harvest plants planted in the fields. The second is preventive, where the contracting parties should consider the amount of harvest instead of using the regular calendar time (e.g., one year) as the period of contract maturity. Thus, instead of contracting the land for one year, it would be more beneficial for both parties to use several harvests (e.g., three times of harvest).

## **ACKNOWLEDGMENTS**

The authors thank all parties involved in the preparation of this paper. Also, thank the community of Kalikotes villagers for their kind hospitality and contribution in delivering the data needed for the research.

## **REFERENCES**

- Afandi, M. Y. (2009). *Fiqh Muamalah*. Logung Pustaka.
- albi, anggito, & Johan, S. (2018). Metodologi Penelitian Kualitatif. In *CV jejak*.
- Anita, D. (2019). Urgensi Persetujuan Dalam Transaksi Bisnis Islam. *Madani Syari'ah*, 2(2), 79–88.

- Apriantoro, M. S., Sekartaji, S. I., & Suryaningsih, A. (2021). Penyelesaian Sengketa Kepailitan Ekonomi Syariah Perspektif Ibnu Rusyd Al-Qurthubi Dalam Bidayatul Mujtahid Wa Nihayatul Muqtashid. *Jurnal Ilmiah Ekonomi Islam*, 7(3), 1400–1408.
- Athief, F. H. N. (2019). Konsep ‘Urf Sebagai Variabel Produk Hukum. *Suhuf*, 31(1), 40–57.
- Boediningsih, W., & Tutiek, R. (2021). Wanprestasi Di Dalam Perjanjian Sewa Menyewa Toko Antara Penyewa Dengan Penyalur Barang Kepada Pihak Kedua. *Journal Kajian Hukum Dan Keadilan*, 4(2), 179–180.
- Buang, A. H. (2000). *Studies in Islamic Law of Contracts: The Prohibition of Gharar*. International Law Book Services.
- Bukido, R., & Hasan, F. (2016). Penerapan Akad Ijarah Pada Produk Rahn Di Cabang Pegadaian Syariah Istiqlal Manado. *Jurnal Ilmiah Al-Syir'ah*, 14(1), 1–19.
- Djunaeni, M. E., & Yusuf, M. (2017). Analisis Penerapan Denda di Lembaga Keuangan Syariah Perspektif Hukum Islam. *Jurnal Al-Amwal*, 9(2), 310–324.
- Gumilang, G. S. (2016). Metode penelitian kualitatif dalam bidang bimbingan dan konseling. *Jurnal Fokus Konseling*, 2(2), 144–159.
- Hadi, S. (2017). Pemeriksaan Keabsahan data penelitian kualitatif pada skripsi. *Jurnal Ilmu Pendidikan*, 22(1), 74–79.
- Harahap, N. (2020). Pelaksanaan Perjanjian Lisan Sewa Ruang Biaya di Desa Teladan Barat Kecamatan Medan Kota Medan. *Jurnal Aturan Hukum: Komunikasi Media Dan Informasi Hukum*, 19(2), 138–139.
- Harun, H. (2017). *Fiqh Muamalah*. Muhammadiyah University Press.
- Husmajjar, S. (2019). *Tinjauan Hukum Terhadap Praktik Sewa Menyewa Lahan Pertanian Dengan Hasil Panen Padi Sebagai Pembayaran (Studi Kasus Di Daerah Kabupaten Aceh Selatan)*. Universitas Muhammadiyah Sumatera Utara.
- Ikram, W. A. S. W. A. (2018). Ownership Risk in the Perspective of Islamic Law of Contract: Concept and Application on Modern Practices. *Journal of Islamic Economic Laws*, 1(1), 31–52.



- Kasani, A. D. A. B. (1974). *Bada'i` al-Shana'i` fi Tartib al-Syara'i`*. Matba'ah al-'Asimah.
- Kurniawan, P. (2018). Analisis Kontrak Ijarah. *Jurnal El-Qanuniy: Jurnal Ilmu-Ilmu Kesyariahan Dan Pranata Sosial*, 4(2), 201–213.
- Kusumastuti, A. S., & Rahmawati, R. (2019). Tinjauan Hukum Islam Terhadap Akad Pada Aplikasi Go-Food Di Madiun. *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah*, 4(2), 200–211.
- Lolyta, L. (2014). Sewa Menyewa Tanah Menurut Ibnu Hazm Dalam Perspektif Fiqih Muamalah. *Hukum Islam*, 14(2), 125–136.
- Muhajirin. (2019). Al-Gharamah Al-Maliyah: Studi Kasus Penerapan Denda Pada Kasus Penundaan Pembayaran Akad Utang Piutang. *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial*, 7(2), 235–256.
- Oktaviani, F. (2018). Relevansi Akad Ijarah Pada Pembiayaan Umroh di Bank Syariah Kantor Pusat Jakarta Perspektif Hukum Islam. *Iqtishodia: Jurnal Ekonomi Syariah*, 3(2), 110–131.
- Oktiarto, H. A. D. (2019). *Perjanjian Sewa Menyewa Lahan Pertanian Secara Tidak Tertulis Dalam Perspektif Hukum Islam*. Universitas Jember.
- Polindi, M. (2017). Filosofi dan Perwujudan Prinsip Tauhîdullah, dan Al-'adâlah, Dalam Ijârah, dan Ijarah Muntahia Bi-tamlik (Imbt). *EkBis: Jurnal Ekonomi Dan Bisnis*, 1(1), 1–11.
- Prastyo, A. C. (2020). The Application of Maslahah Mursalah in A Mediation Process Between Disputant Parties. *Journal of Islamic Economic Laws*, 3(1), 1–14.
- Qarahdaghi, A. M. D. (1985). *Mabda' al-Rida fi al-'Uqud* (Vol. 1). Dar Al-Basyair Al-Islamiyah.
- Said, M., Tawwaf, M., & Syafiah, S. (2020). Konsep Al-Ijarah Pada Sistem Sewa Menyewa Studi pada Rumah Kos di Kota Pekanbaru-Riau. *Nusantara; Journal for Southeast Asian Islamic Studies*, 16(1), 40–53.
- Sairazi, A. H. (2019). Pendapat Ulama terhadap Praktik Sewa-Menyewa Sawah di Kabupaten Hulu Sungai Tengah. *Journal of Islamic and Law Studies*, 2(2), 101–119.

- Sari, A. L., Khalil, A. W. A., & Fitriyah, F. (2020). Tinjauan Hukum Islam terhadap Praktik Sewa Menyewa Pohon Mangga di Kalangan Masyarakat Dusun Patuk. *Qawanin: Journal of Economic Syaria Law*, 4(1), 97–120.
- Suryaman, I. (2018). *Analisis Hukum Islam Tentang Praktik Sewa Menyewa Lahan Pertanian Dengan Sistem Emplong*. Universitas Islam Negeri Raden Intan.
- Utomo, S. J., & Wulandari, D. (2020). Sistem Sewa Lahan Pertanian Masyarakat Pedesaan Dalam Perspektif Ekonomi. *Jurnal Dinamika Ekonomi Pembangunan*, 3(1), 268–275.