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**Settlement of Default of Muzara’ah Contract of Rice Farmers in Sigama Village, Padang Bolak District, Padang Lawas Utara Regency Dsn-Mui Perspective No. 85/Dsn-Mui/Xii/2012”**

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**Abstract -** One of the towns in the Padang Bolak District of the North Padang Lawas Regency, Sigama Village, has extensive agricultural land which is used for rice fields, making farming the main source of income for the local community. But not everyone in the hamlet has agricultural land due to middle to lower class economic factors. Then, the muzara'ah system is one way for people in the area to prioritize mutual cooperation. Muzara'ah is a form of collective agreement between land owners and cultivators for the management of agricultural land, with the parties sharing the results according to their agreement. But the reality in the field is not in accordance with the agreement made between the land owner and the cultivator, where the agreement usually occurs in villages with a profit-sharing system of 70% for the land owner and 30% for the cultivator, with seeds. and fertilizer produced by land owners. In this research, descriptive approach techniques were combined with qualitative methods. Land owners and cultivators are the subjects of this research. Primary and secondary data are used in the data collection process. Meanwhile, secondary data was obtained from previous research, while primary data was obtained through interviews, documentation and observations. Then, the cultivator made a mistake which resulted in the contract being canceled. Then, after long negotiations, none of the parties can reach an agreement, then the dispute is resolved through an institution based on sharia if one party does not reach an agreement. through deliberation.

**Keywords:** Muzara'ah Agreement, Default, Rice Farmers, DSN-MUI Fatwa NO 85/DSN-MUI/XII/2012

1. **INTRODUCTION**

It is necessary to know that Allah has given humans dependence on each other so that they can support each other and exchange needs in all areas related to their respective interests, such as buying and selling, renting, farming, business and other activities that serve both. Individual interests and the greater good. In this way, relationships between individuals improve and people's daily activities become more organized. Islam calls this pattern of behavior muamalah (Mannan, 1997). As stated above, the Islamic interpretation commodities or anything that produces profits in a specified manner, including buying and selling, renting, receiving wages, borrowing and borrowing, farming, associations and other business transactions (Sulaiman, 1998). A system of land management agreements known as revenue sharing gives employees a share of the proceeds from land management.

In agricultural land cooperation, one party provides the land and the other party, acting as a cultivator, agrees to work on the land (cultivate) the land. With the condition that the harvest is shared between them. This kind of cooperation is known as syirkah. The cooperative relationship between landowners and farmers in managing rice fields is limited to work and profit sharing that benefits both parties. This agreement is not legally binding. Agreements between farmers and land owners are made orally in the context of cooperative management of rice fields, however, this has no legal force and does not leave any evidence that can be sold regarding the existence of the agreement. The practice of cooperation for results is because field management is under the umbrella of Muzara'ah in Islamic law. There are two parties involved in this cooperation, namely the implementing company and the capital owner. Both parties already have a cooperation agreement, and this agreement will determine what the results will be. Since both mudharabah and muzara'ah involve cooperation (partnership) between the rice field owner and the cultivator (cultivator), they are essentially the same. In this case the cultivator or tenant is mudhanb because he provides labor or business while the owner of the rice field is shahib al- maal because he contributes land, whice is comparable to money.

commodities or anything that yields that produces profits in a specified manner, including buying and selling including buying and selling, renting, receiving wages, lending and borrowing, farmers' associations, and other business transactions. A system of land management agreements known as profit sharing gives employees a share of the proceeds from land management. In agricultural land cooperation, one party provides the land and the other party who acts as a cultivator agrees to work on the land (cultivation) on the condition that the results are shared between them. This kind of cooperation is known as syirkah. The cooperative relationship between landowners and farmers in managing rice fields is limited to work and profit sharing that benefits both parties.

Not a legally binding relationship. Agreements between farmers and land/rice field owners are made orally in the context of cooperative management of rice fields, but this lacks legal force and does not leave strong evidence of the existence of the agreement. The practice of profit-sharing cooperation in managing rice fields falls under the umbrella of muzara'ah in Islamic law. There are two parties involved in this collaboration, namely the implementing company and the capital owner. Both parties have a cooperation agreement, and that agreement will determine the how results are divided. Because both mudharabah and muzara'ah involve between the rice field owner and the cultivator, they are basically the same. In this case the cultivator or tenant is mudharib because he provides labor or business, while the owner of the rice field is shahib al-maal because he donates land equivalent to money (Anto, 2003).

Muzara'ah is defined as an agricultural management partnership between landowners and cultivators, whereby the landowner grants the cultivator access to his agricultural property for planting and upkeep in return for a share of the harvest. It is not required for every party to engage in transactions or activities in Muzara'ah. Participation in this case can take two forms: financial contribution on the one hand, and implementation on the other, going beyond simple involvement in carrying out cooperative initiatives. Though in reality this is not the case, each party has the right to participate in principle, so long as the capital owner takes part in the execution, then this is allowed. Regarding pledges (wa'ad) in sharia financial and business transactions.

The National Sharia Council of the Indonesian Ulema Council has released fatwa No. 85/DSN-MUI/XII/2012. According to the fatwa, keeping a commitment (wa'ad) has binding legal status. The phrase Mukhabarah, which refers to the people of Iraq, is synonymous with Muzara'ah or paroan sawah. Here, the terms "Muza'ah" and "Mukhabarah" have the identical meaning, and the only thing under debate is the agricultural seeds. Farmers are the source of Mukhabarah seeds, whereas landowners are the source of Muzara'ah seeds. For the owner of the rice field as well as the cultivator, this Muzara'ah method may be more profitable than the Ijarah system (land rent). When a crop fails, the rice field cultivator does not lose as much as he would if he were to rent a rice field because the rice field owner typically receives a portion of the profit sharing (Muzara'ah), which is worth more than the rice field rent. "Pabaenkon saba" or "mambaen sabani halak" is the term for the type of profit-sharing agreement used in the Padang Bolak district of North Padang Lawas Regency, particularly in Sigama Village. The profit-sharing arrangement is dependent upon a number of variables, including the type of plant being grown, the availability of seeds, land, and water. The landowner will supply the rice seeds for the area to be used as a rice field, and the landowner and the cultivator will split the harvest without considering the fertilizer and seed costs. A "marbagi dosdos" agreement is what this type is known as. One party is deemed to have breached the contract if the other fails to carry out or complete the performance in accordance with the terms of the agreement.11 It is possible for a contract to be broken or a promise to be broken accidentally or on purpose. When one party is compelled to refrain from performing a performance because they are unable to do so or are incapable of fulfilling the performance, they may do so without intending to violate (Hasan, 2003).

Terms of agreement According to R. Subekti, what is meant by "default is carelessness, which can occur in four forms: (a). failing to carry out the agreed action, (b). fulfilling promises made, but not exactly as promised. (C). Fulfilling promises given but being late (d) committing acts prohibited in the agreement. Muzara'ah is a type of agreement for the sharing of agricultural land that is recognized in Islamic law (Subekti, 2005). The etymology of Muzara'ah is translated as "cooperation between land owners and farmers in the agricultural sector". Muzara'ah according to → Afzalur Rahman is a system of cooperation between land owners (land) and farmers (laborers), the condition is that the land owner receives a certain share determined by the production results, depending on the agreement, the share may be 1/2 (half), 1/3 (one third), or 1/4 (one quarter) of the farmer's produce, payment is made in the form of agricultural produce (Soegeng R., 2024).

Thus, muzara'ah is an association where the land owner and land cultivator share the profits in an agreed amount, but the land owner provides plant seeds (seedlings). As for the ulama, muzara ah can be interpreted as.

1. Hanafiyah interprets it as a contract to work with the growing part of the land.
2. Hanabilah interprets it as a land owner who actually hands over his land to be planted and his workers receive the seeds.
3. Malikiyah defines it as a partnership in a contract.
4. Syafi'iyah interprets it as a cooperative agreement between the land owner and the cultivator to work on the land in exchange for profit sharing which is divided according to mutual agreement, with the land owner providing the seeds (S.Z, 2016).

The existence of this type of Muzara'ah contract will improve the economic conditions of the community by providing an opportunity for parties to share profits from the agricultural land they manage and foster stronger social ties within the community. Even though many people are considered to have large areas of land but are unable to manage it, there are also those who are able to manage land but lack land to manage, things like this are permitted by religion because they are needed by many people.

Article 1 of Law Number 2 of 1960 states, "A profit sharing agreement is an agreement in any name made between the owner on one side and a person or legal entity on the other side, which in this law is called a cultivator based on the above The agreement stipulates that the farmer is permitted by the owner to carry out agricultural business on the owner's land, with the results being divided between the two parties Therefore, so that the muzara'ah contract does not deviate so that it can result in cancellation, then (State Gazette, testimony of Joy Kusna in, 2024)

1. In an absolute muzara'ah contract, the farmer must notify the land owner of the estimated harvest
2. A mutual agreement can be reached between the land owner and the cultivator regarding how each party will receive the results (General of the Religious Courts Agency. D, Supreme Court of the Republic of Indonesia, 2011).

Community life often involves the implementation of muzara'ah contracts in business matters, especially in rural areas. For example, in Sigama Village, Padang Bolak District, North Padang Lawas Regency, there are large rice fields which are the main source of income for the community. Local residents farm. Because not everyone has access to agricultural land, cooperationa technique known as muzara ah is used to help those with modest to poor incomes Sharecroppers were employed by many landowners who did not have the time or resources to manage their land Property.

If seen from the field, problems often arise in society. Cultivators often deviate from the agreement, either because they do not provide benefits according to the agreement, or rent out agricultural land to other parties without the knowledge of the land owner. One member of the community who owns agricultural land has actually not received any profit sharing from the cultivator for more than a year. In this case, the cultivators are obliged to take re sponsibility for their actions if they violate the terms of the agreement from the start, because these actions constitute a deviation that is detrimental to others. The parties. In connection with this, the author raises several problems in this research, such as;

1. How is the rice farmers' agreement in Sigama Village, Padang Bolak District, North Padang Lawas Regency, to share agricultural harvests going?
2. Why did rice farmers in Sigama Village, Padang Bolak District, North Padang Lawas Regency, renege on their Muzara'ah agreement?
3. Based on the DSN-MUI fatwa NO 85/DSN-MUI/XII/2012, how are the rice farmers in Sigama Village, Padang Bolak District, North Padang Lawas Regency, settling the default of the Muzara'ah agreement?

Considering the importance of justice and legal clarity regarding plant management agreements in Islamic communities, especially in Sigama Village, Padang Bolak District, North Padang Lawas Regency, this problem needs to be resolved so that no party is harmed.

**II. METHOD**

"Legal research is a process to find legal rules, legal principles, and legal doctrines to answer the legal issues faced," (Marzuki, 2011) according to Peter Mahmud Marzuki. The author's research methodology in this legal study is a conceptual research approach ased on the DSN-MUI fatwa NO/85/DSN-MUI/XII/2012 egarding the settlement of default in the muzara'ah contract. This type of research is known as empirical legal research, also known as field research. This study used both primary and secondary data sources for its data. Direct interviews with landowners and sharecroppers are a source of primary data; the interviews are guided by a set of questions. Secondary data is information gathered from additional sources of the necessary information, such as examining publications, books, and official papers that have been prepared by subject matter experts on websites pertaining to the study.

**III. RESULT AND DISCUSSION**

1. **Agricultural Harvest Sharing Agreement between Rice Farmers in Sigama Village**

When customary land law is discussed in society, the legal features of land that is part of a legal community organization are brought up. Because land serves such a fundamental purpose, indigenous peoples' way of existence has always been inextricably linked to it (Idris, 2000).

Muzara'ah is one type of profit-sharing arrangement on agricultural land recognized by Islamic law. Muzara'ah's etymology translates to "landowner and farmer cooperation in the agricultural sector." Muzara'ah, according to Afzalur Rahman, is a system of cooperation between the landowner (land) and the farmer (worker), provided that the landowner receives a specific portion determined by the production results; depending on the agreement, this portion may be 1/2 (half), 1/3 (one third), or 1/4 (one quarter) of the farmer's output. Typically, the payment is made in the form of agricultural produce.

According to the relevant legal regulations, the terms of collaboration in the muzara'ah contract vary by location, with customary law typically being applied more. Therefore, in order for them to be applied in every place, specific regulations that are comprehensive in character and address muzara'ah are required. One type of muamalah used in the agriculture industry is mazara'ah. The Profit and Loss Sharing System premise is referenced in the muzara'ah practice. If there is a profit from the harvest, it is split between the two farmers the one who owns the rice field and the one who works it in the muzara'ah practice, where the end product serves as a standard. Similarly, in the event that the outcome is negative, the loss is shared by everybody. In Sigama Village, Padang Bolak District, North Padang Lawas Regency, the locals still frequently come to agreements on sharing agricultural land because, on the whole, they are farmers and the agricultural industry plays a significant role in boosting the local economy. The community there primarily uses the Customary Law system or trust when forming agreements on sharing agricultural land (but other agreements are not hard to make). Agreements about the distribution of agricultural land are exclusively made orally, not in writing (M., 2016).

According to the findings of the author's interview, there are multiple components that go into creating a profit-sharing agreement in the agricultural sector of Sigama village. The community refers to this as pabaenkon saba/parbagian: (Tondi, 2024)

1. There is an agreement between the parties
2. The landowner has granted permission to work
3. It is based on trust
4. Usually, agreements are verbal rather than in writing
5. The results are distributed in accordance with custom.

There is an initial contract or agreement in muzara'ah that is agreed upon by the cultivator and the land lord. "An agreement is an act by which one or more persons bind them selves to one or more other persons, " (N.A. S. N., 2024) according to Article 1313 of the Civil Code. A cooperation agreement is deemed legitimate not only if it satisfies the pillars of muzara'ah but also the requirements of muzara'ah, which include:

1. Since rationality is a prerequisite for ahliyyah in the use of property, conditions pertaining to the 'aqidain (land owner and manager) must be reasonable (mumayiz). If this is not the case, a contract for muzara'ah executed by an insane person or a minor who is not yet mumayiz is void. While Syafi'iyyah and Hanabilah do not demand it, Hanafiyyah claims that this is not one of the requirements (E. Suhandi, 2016).
2. The requirements for the crop yield are as follows: a) the yield needs to be clarified in the contract since it is equivalent to wages and its absence will harm it. b) The parties to the contract must jointly own the crop production. c) In order to prevent disagreements later, the crop is divided as agreed upon at the outset of the contract: half, one third, and one quarter; (Roby, 2018).
3. The land that is to be planted needs to meet three requirements: it needs to be suitable for planting, it needs to be understood exactly, and it needs to be given to the cultivator so that he is free to cultivate it
4. The requirements for the contract's object in muzara'ah must be in line with the goal of carrying it out, as perboth sharia and urf (custom)
5. The requirements for farming implements, including both conventional farming implements like animals and contemp orary tools, must a dhere to the terms of the contract
6. The parameters for the muzara'ah period such as a year or two must be specified, known, and unambiguous. Due to the fulfilment of the fundamental principles and prerequisites of muzara'ah, the original agreement or contract in the muzara'ah contract that took place in Sigama Village, Padang Bolak District, North Padang Lawas Regency, is deemed legal (Ghazaly, 2016).

Based on the findings of related party interviews, the land owner and cultivator had a verbal agreement or contract at first. The following is a summary of the terms of the land owner- cultivator agreement, taken from the findings of interviews with two land owners, AP and AD:

1. The owner of the rice field provides the capital (seeds and fertilizer)
2. The cultivator is only in charge of managing the rice field
3. Profit sharing is transferred at harvest time
4. The cultivator is responsible for maintaining and managing the rice field appropriately
5. In the event of a default, both parties agree to bear responsibility for their actions.

Both the landowner and the farmer hope that the muzara'ah cooperation can be correctly carried out with the form of agreement or contract at the commencement of the contract. The landowner was interviewed by the author, and the results showed that the reasons why the people of Sigama village made verbal agreements were that they didn't know about the DSN-MUI fatwa No. 85/2012 concerning agreements in Sharia financial and business transactions, that there was a sense of mutual trust among them, and that the agreements were simple to implement (Dahlan, 2024).

There are requirements in the Muzara'ah agreement that must be met for an agreement to be valid. Muzara'ah's pillars are as follows: 1) Owner of land 2) A grower 3) A piece of land under cultivation 4) Agreement The land owner must give the land to be farmed to the party cultivating it (farmer cultivator) once the pillars of Muzara'ah are met so that the cultivator can oversee the land. The cultivator also needs to be willing to work the land he is given and possess farming expertise. When it comes to muzara'ah, the parties agree up front to refrain from deviating from it. The agreement generally has the following form: 1) If the cultivator's management generates income, he has an obligation to benefit the landowner. 2) The cultivator must be aware of and specify in the contract the exact type of seed to be planted in the muzara'ah. 3) Prior to planting season, the cultivator must be aware of and take into account the state of the land, the weather, and potential solutions. 4) Under the terms of the muzara'ah contract, the farmer must inform the landowner of the anticipated crop. The idea of promise in the DSN MUI fatwa is Muzlim (binding), with the following provisions. The fatwa on promises (wa'ad) was determined by the National Sharia Council of the Indonesian Ulema Council (DSN MUI) utilizing the istishlahi technique (maslahat method) or al-Taysir al-Manhaji.

1. All promises made in a contract agreement or deed must be put in writing.
2. Conditions must be attached to promises in order for them to be carried out or implemented ma'ud.
3. Mau'ud bih and sharia do not clash.
4. There is no sharia conflict with the requirements listed.
5. Mau'ud has kept his promise to fulfill or implement the terms as specified (2024).

In Sigama village, there is a noticeable discrepancy between the findings of primary study and secondary data research. District of Padang Bolak. North Padang Lawas Regency with the notion of consensus about wa'ad (Promise) in DSN-MUI fatwa NO 85/2012. Thus, the research findings using secondary data above lead to the conclusion that there is a mismatch between the Sigama village community's reality and the DSN-MUI fatwa NO 85/2012's regulations regarding the distribution of agricultural land.

1. **Causes of the Misrepresentation of Muzara'ah Contracts Between Rice Farmers in Sigama Village, Dist. Padang Bolak Kab. Padang Lawas North**

According to Islamic law, a person who violates a contract with the intention of doing so is called a hypocrite since they fail to carry out or execute their assigned duties. In the legal lexicon provided by JCT Simorangkir et al., default is defined as negligence the inability to carry out contractual obligations for which the negligent party is liable to damages, fees, and interest. Generally speaking, default refers to the failure to fulfill commitments on time or correctly (the debtor is in default). if he failed to fulfill his obligations under the agreement within the allotted time frame or performed the performance negligently or after the deadline.

When someone does not meet their obligations, fulfills them imperfectly, fulfills them late, or does something that is against the terms of the agreement, they are generally considered negligent or in default. The existence of a legitimate agreement, damages, and sanctions which may include payment or other forms of compensation or the cancellation of the agreement as well as the transfer of risk and the payment of court costs are the components of default (if the matter is taken to court). "Every unlawful act that causes loss to another person requires the person whose fault it is that caused the loss to compensate for the loss," according to Article 1365 of the Civil Code (Fauziah, 2024).

One of the parties' promises was broken, or defaulted, resulting in the loss. Specifically, failing to perform duties or acting carelessly when doing duties as outlined in the mutually agreed upon agreement. According to Islamic law, it is forbidden to neglect one's duty to protect the rights of others. According to the author's research, there have been deviations made by cultivators on the land they oversee in Sigama Village, Padang Bolak District, North Padang Lawas Regency. These deviations started when the cultivators neglected to share the harvest results of their land with one another. Subsequent investigation revealed that default was the reason why growers were not meeting their profit-sharing responsibilities (N.A. S. &., 2024).

We can conclude that the cultivator's deviation from profit sharing is the result of default. The cultivator uses the following default form:

1. The profit sharing is not paid by the cultivator according to the initial agreement of both parties.
2. The land recommended for cultivation is not managed or cultivated properly by the cultivator.
3. The initial capital, namely the seeds provided by the land owner, is sold by the cultivator.
4. The cultivator has rented land that is not his to someone else.
5. Settlement of Default of Muzara'ah Contract of Rice Farmers in Sigama Village, Perspective of DSN-MUI Fatwa NO. 85/2012

In Sigama Village, Padang Bolak District, North Padang Lawas Regency, there has been a disagreement between the cultivator and the owner of the agricultural land over the application of Muzara'ah. The cultivator has violated the terms of the profit sharing agreement by making a number of defaults that harm other parties, making him accountable for his actions. The landowner and the cultivator have a profit-sharing agreement whereby the landowner pays for all seed and fertilizer costs, and the cultivator only contributes labor capital, with 70% going to the landowner and 30% to the cultivator. This is an example of the agreement between landowner and cultivator.

Both parties will lose out if this type of cooperation has losses or crop failures that aren't the result of carelessness. While the cultivator loses out on time and energy, the owner farmer loses out on funding or materials (Kartina, 2024). On the other hand, if the sharecropper is the only one who is careless, the present or future owners of the capital or land may exclude him from future projects or refuse to work with him.

Due to their carelessness, the sharecropper must pay for the losses incurred by the landowner. Sugeng Istanto defines accountability as having to calculate everything that occurs and deliver a response in order to make up for any losses that may have been incurred (Istanto, 2014). In sharia financial and commercial transactions, the promise (wa'ad) is mulzim (binding) and has to be completed (fulfilled) by the wa'ad. The type of settlement that needs to be executed complies with the guidelines in the DSN-MUI fatwa NO. 85/2012 about the following agreement:

1. Wa 'ad (Promise) must be made in writing in the deed or contract agreement
2. Wa'ad must be linked to a condition that must be met or carried out mau 'ud (conditional wa 'd)
3. Mau 'ud bih (Content of Promise) does not conflict with sharia
4. The conditions mentioned in number 2 do not conflict with sharia
5. Mau 'ud has met or carried out the conditions mentioned in number

In the event that no agreement can be achieved through discussion, a sharia-based dispute resolution organization handles the settlement if one party fails to uphold its end of the bargain or if a disagreement emerges between the parties (2024)

**IV. CONCLUSION**

The following conclusions can be made in light of the findings of the study and the discussions that followed:

1. A murza'ah is a type of agreement in which an agricultural landowner and a cultivator agree that the landowner provides the capital (fertilizer and seeds) and that the cultivator is responsible for managing it. Allah SWT advises mutual cooperation in the form of this muzara'ah contract.
2. The agreement is legally enforceable and has to be complied with with the DSN-MUI fatwa NO. 85/2012's rules, which provide that:
3. The promise, or wa 'ad, must be expressed in writing in the deed or contract agreement
4. Wa'ad must be linked to a condition that must be met or carried out, or mau 'ud (conditional wa 'd)
5. The content of the promise, or mau 'ud bih, is compliant with sharia
6. The conditions mentioned in number 2 are compliant with sharia
7. Mau 'ud has fulfilled or implemented the requirements mentioned in numbers 1 and 2.
8. When no agreement is reached through discussion, a sharia dispute resolution organization handles the settlement in the event that one party fails to uphold its end of the bargain or if there is a disagreement between the parties. Naturally, this is compliant with the original agreement, which sets Islamic law as the standard.

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