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Portrait Implementation *Muzara'ah* Contract Effort Encourage Improvement Community's Economy

(Study on Shallot Farmers Anggeraja District, Enrekang Regency)

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Abstract

The purpose of this study is to describe how the process of implementing profit sharing is carried out by agricultural communities in the District. District Anggeraja. Enrekang and whether the profit-sharing model is following the muzara'ah contract in Islam. There are three main topics discussed in this article, namely (1) The potential for shallot farming (2) The mechanism for implementing the muzara'ah contract in shallot farming (3) The economic impact on the community from shallot farming. This type of research uses qualitative methods which are described descriptively. Sources of research data using primary data and secondary data. To obtain valid data, the authors use data collection methods utilizing observation, interviews, and documentation. The data analysis technique used in this research is data reduction, presenting data, and drawing conclusions. The findings of the results in the study indicate that the concept of profit sharing is carried out by the people of Kec. Anggeraja Kab. Enrekang is called by the term bagessele' which is carried out based on the customs of the local community, namely an agreement between the owner of capital and sharecroppers in the form of an oral statement. In the process of implementing shallot farming profit sharing, all the results obtained from agriculture are totaled as a whole, then reduced by the capital that has been issued, and then divided based on the proportion between sharecroppers and capital owners. The mechanism for implementing the profit sharing used is also following the principles of Islamic law in Ramallah because it refers to the pillars and conditions that have been fulfilled. The distribution of ratios also follows the proportion of profit sharing in the muzara'ah contract, namely ½, 1/3, and ¼ following the mutual agreement.

Keywords: *Profit sharing model, Muzara'ah contract,* Islam*ic Economics*

Abstrak

Tujuan penelitian ini untuk menggambarkan bagaimana proses pelaksanaan bagi hasil yang dilakukan masyarakat pertanian di Kecamatan. Anggeraja Kabupaten. Enrekang dan apakah model bagi hasil tersebut sudah sesuai dengan akad *muzara'ah* dalam Islam. Terdapat tiga pokok bahasan dalam artikel ini yaitu (1) Potensi pertanian bawang merah (2) Mekanisme penerapan akad *muzara'ah* pada usaha pertanian bawang merah (3) Dampak ekonomi bagi masyarakat dari hasil pertanian bawang merah. Jenis penelitian ini menggunakan metode kualitatif yang dijabarkan secara deskriptif. Sumber data penelitian menggunakan data primer dan data sekunder. Untuk mendapatkan data yang valid, penulis menggunakan metode pengumpulan data dengan cara observasi, wawancara, dan dokumentasi. Teknik analisis data yang digunakan dalam penelitian ini yaitu mereduksi data, menyajikan data, dan penarikan kesimpulan. Adapun temuan hasil dalam penelitian menunjukkan bahwa konsep bagi hasil yang dilakukan oleh masyarakat Kec. Anggeraja Kab. Enrekang disebut dengan istilah *bageassele*' yang dilaksanakan berdasarkan adat kebiasaan masyarakat setempat, yaitu persetujuan antara pemilik modal dan petani penggarap dalam bentuk pernyataan lisan. Dalam proses pelaksanaan bagi hasil pertanian bawang merah semua hasil yang didapatkan dari pertanian ditotalkan secara keseluruhan kemudian dikurangi modal yang telah dikeluarkan lalu dibagi berdasarkan proporsi antara petani penggarap dengan pemilik modal. Mekanisme pelaksanaan bagi hasil yang digunakan juga sudah sesuai dengan prinsip-prinsip syariat Islam dalam bermuamalah karena merujuk pada rukun dan syarat yang sudah terpenuhi. Pembagian *nisbah* pun telah mengikuti proporsi pembagian hasil dalam akad *muzara'ah* yaitu ½, 1/3, ¼ sesuai dengan kesepakatan bersama.

Kata kunci: Potret bagi hasil, Akad *Muzara'ah*, Ekonomi Islam.

INTRODUCTION

Principles in the Islamic economic system can be seen from the human view of the world, namely the existence of a sense of responsibility within themselves by eliminating the arrogant feeling in themselves as if they feel that this universe was formed by itself and in the end, they will live freely without rules. Those who live as they please mean that they live only to achieve their satisfaction and ignore the process of how to obtain that satisfaction and what effect it has on fellow human beings and the environment so that such things do not become abnormal behavior that makes no sense for those who only want to achieve own satisfaction. Vice versa, they must realize that everything they own is God's creation and must be accounted for, they can't live freely so that they cannot be controlled (Abdullah & Fasiha, 2014).

Humans as social beings must be aware that they will continue to depend on one another and will not be able to live without the help of others. Judging from its position as a social being, realizing a partnership is a value that is difficult to bargain for. Humans with their social life will continue to create group life among themselves, the group life in question is not only limited to small groups or large groups and is no exception in the case of agricultural management groups. Farmers Group is an agricultural institution that accommodates or seeks to develop and foster good skills in farming. According to Islamic law, humans are not prohibited from fulfilling their needs and desires, as long as this can increase their dignity (Superman *et al*., 2021).

Everything that exists on earth was created to meet the needs of human life, as long as it is obtained and used in a good, lawful, and not excessive way. Islamic Shari'a has also described several rules for carrying out a good cooperative relationship based on trust, and mutual help, and can be mutually beneficial without any party feeling that they are being harmed (Rafly, *et al* 2016). The principle of profit sharing has been regulated through Islamic law in the form of cooperation where a person can work but does not have the resources and on the other hand, someone has the resources but is unable to manage these resources. These two parties can work together in managing the land for mutual benefit by empowering the available land (Chaidir Iswanaji, Aziz Muslim, 2022).

The concept of profit sharing itself in agriculture is cooperation carried out by capital owners and sharecroppers who are both entitled to the results they are working on, including cooperation on shallot agricultural land because shallot commodities are the first commodity in the priority for the development of vegetable crops in Indonesia. Shallots have a fairly high economic value and can be not only grow in the lowlands but can also grow in the highlands. Shallots are useful as herbs and spices as well as traditional medicinal ingredients. The price of shallots often fluctuates, when the harvest comes, the yield is sometimes abundant, sometimes the price suddenly drops and it's even worse if the product that has been predicted is far off the mark on the number of products produced (Abdullah, 2017).

Studies on the application of *muzara'ah* contracts in agriculture have been carried out by many researchers. For example, in the research conducted by Kurnia and Imam, they found that the multilevel *muzara'ah* model was carried out between three parties, namely land owners, fund owners, and farm workers. At the first level, the fund owner enters into a muzara'ah contract with the land owner with a profit-sharing-based profit sharing scheme with a profit-sharing ratio of 60:40, which is 60 percent for fund owners and 40 percent for land owners (Kurnia & Aziz, 2022).

Furthermore, the owner of the fund enters a *muzara'ah* contract with farm workers with a 50:50 profit-sharing scheme where farm workers get 50 percent of the profits and 50 percent for the land owner. *Muzara'ah* with the land owner is not from the initial profit but from profit sharing obtained by the owner of the

funds with the farmers. Research on the *muzara'ah* contract was also conducted by Nita who found that the muzara'ah contract model in agriculture is almost the same as the *musaqah* contract concept, it's just that the difference lies in the accountability for costs during cultivation whether it is borne by the land owner or sharecroppers, the period for cultivating the land and the portion for results (Nita, 2020).

People of Anggeraja Subdistrict, in the last 5 (five) years, almost all of their agricultural land, such as paddy fields, mulberry gardens (silk caterpillar feed), salak gardens, cacao, and many other types, have all changed their function to shallot farming land. Farmers of Anggeraja District, especially shallot farmers, have long carried out production-sharing collaboration by following customary customs, although they do not yet understand whether the profit-sharing system they apply is following Islamic sharia principles or not (Husna, 2018). The life of Indonesian people has found a profit-sharing system in every village, including in the agricultural sector. Profit sharing carried out in the life of the farming community also has similarities to the concept of profit sharing in Islamic economics (Kartiko, 2019).

Most of the people of Anggeraja District also cooperate in profit sharing because there are many land owners who, although they own land and can finance it, are unable to manage their land due to limited distance and time, so this is the reason for the formation of a production sharing collaboration so that the land owned can be used by those who need and are willing to manage the land. The other factor for landowners is caused by the age factor which does not support working on their land so they cooperate in agriculture which aims to earn income without hard work (Astuti et al., 2019).

In the onion production process, farmers often complain about the pre-production costs which are quite expensive pests or diseases that often attack shallot plants, thereby affecting quality and impacting additional operational costs such as pest or disease-repellent poisons. In addition, seasonal factors also affect the productivity and quality of the shallots, in addition to being caused by a lack of water in the dry season which is one of the obstacles in the shallot production process (Maulana, 2021).

Shallot farming is a business that is often faced with risks, but if it experiences good crop production, the benefits obtained are also quite large because of the high economic value of shallots. Cultivation and use of fertilizers that are not yet perfect will affect crop production because it has an impact on soil fertility so it can affect the productivity of shallot plant development (Sutrisno, 2019).

Profit sharing is a transaction in an economic system that involves capital owners and business managers by sharing profits between business and land managers and capital owners or land owners in the proportion agreed upon at the beginning of the agreement, for example, half of what is produced, one third, or more than that or even more depending on the agreement of both parties. The main feature of the profit-sharing system is that profits and losses are shared by both parties. According to Usmani, the concept of profit sharing does not mean lending money but participating in a business, but investors or owners of capital also bear the risk of business losses. Losses borne by both parties are adjusted to the proportion of their equity participation (Usmani, 1998).

Meanwhile, according to Antonio, (2001), profit sharing is a system of managing funds in the Islamic economy by dividing the results of operations between the capital owner *(shahibul maal)* and the business manager *(mudharib)*. Production sharing in agriculture is also an agreement by both parties because they need each other. Therefore it can be understood that profit sharing is a means of mutual help among human beings to meet their needs (Amelia, 2018). In production sharing contracts, those who have land capital can hand over the capital and land to sharecroppers to manage to produce profits and the financiers can enjoy the

profits they have, and sharecroppers who initially do not have the capital to farm and in the end can finally get income from the distribution profits are obtained. The calculation of the ratio or proportion of profit sharing is based on the principle of justice by emphasizing the rights and obligations of both parties (Syah, 2020).

Yuliana, *et al*, (2017), states that both parties in the agricultural production-sharing contract between sharecroppers and capital owners are both entitled to ownership rights. The right of ownership means that the relationship between humans and assets that have been determined is based on sharia principles where humans have the right to transact with their assets as long as they are within reasonable limits.

Islam does not limit humans in carrying out muamalah contracts, which aim not to complicate its implementation, as long as the implementation of muamalah does not deviate from Islamic law. The conditions for the implementation of the contract are that something that is used as a contract must belong to itself or belong to a person with the consent of the owner, as well as the goods that are used as the object of the contract are not the result of acquisition which is prohibited by Islamic sharia. (Prasetyo, 2021). According to Mardani, (2012), a muzara'ah contract is a cooperation in the management of agricultural land by two parties, in which the land owner hands over the land to sharecroppers to manage in return for a certain share of the crop. land with a portion of what is produced from it and the capital of the land owner. The muzara'ah contract, which is a production-sharing contract in agriculture, is not subject to zakat from the rental of land (Hakim, 2012).

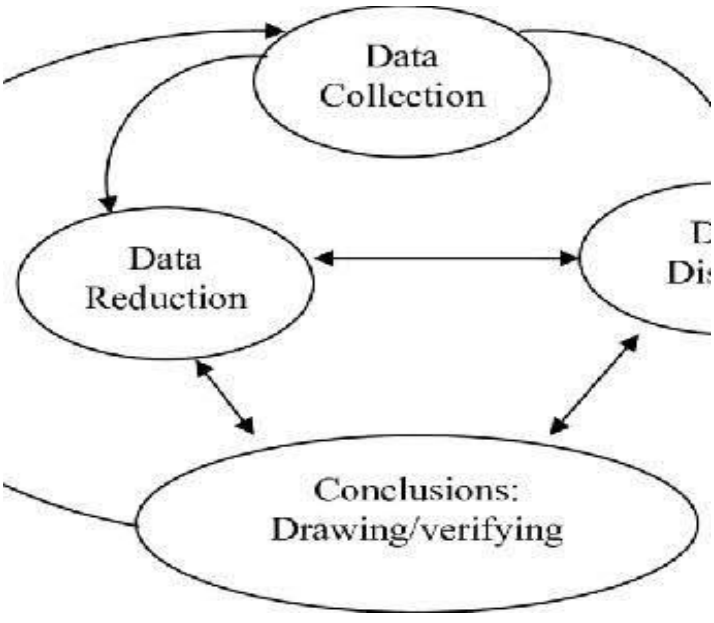
This study aims to analyze and identify profit-sharing contract models in the agricultural sector, especially profit-sharing models for shallot farming in Enrekang Regency so that in the end the results of this study can provide an overview of the process and mechanism for implementing profit-sharing contracts for shallot farming management.

RESEARCH METHODOLOGY

This type of research uses qualitative methods. Raco, (2010), argues that research using qualitative methods is a field exploration activity to understand a core symptom or phenomenon using interviews with informants where the information obtained is in the form of text or words that can be analyzed in more detail in the form of descriptions and can be interpreted and presented in the form of written reports. The informants in this study consisted of two key informants, namely land cultivators and shallot capital owners and supporting informants such as village heads and religious leaders. The object of this research is the production sharing contract in shallot farming in Kec. Anggeraja Kab. Enrekang.

Data collection techniques used are observation, interviews, documentation, and literature study. To ensure the accuracy and credibility of the results of this study, data triangulation, member checking, and auditing were carried out. Data analysis was also used in this study by way of reduction, presentation, and conclusion or verification.

Figure 1. Qualitative Research Flow Structure



Miles, 2000.

RESULTS AND DISCUSSION

The Potential of Shallot Farming in Kec. Anggeraja

The splendor of the earth which provides many natural resources is utilized by the people of the key. Anggeraja with the potential of this area has a lot of uniqueness, starting from its strategic location plus the charm of towering cliffs, which is an added value to the natural wealth of this area. Most of the people of Kec. Anggeraja has been working as a farmer, especially in shallot farming for the last 5 years. All agricultural land such as salak gardens and cacao gardens have all been converted into shallot gardens. The high economic value of shallots with a harvest period of approximately three months has made the community take the initiative to plant shallots.

The development of shallot crops from time to time is very helpful in improving the community's economy even though the yield of shallots is unpredictable because shallot plants are also often faced with risks. Shallot cultivation has a cycle of three times a year although there are also farmers who usually harvest up to four times in one year. However, sometimes the abundant harvest causes the price of shallots to decrease significantly so that farmers suffer losses. The onion farming cycle three times a year in terms of the local community is called res.

During the holiday period, it is called the distraction period, this period is not merely that the agricultural land is vacated, but production for shallots is stopped and farmers usually plant other vegetables. This is done so that the land remains controlled and not planted with plants. illegal activities as well as additional income for the community.

As said by Hairil as the financier:

> "*Rata-rata itu dalam 1 tahun biasanya 3 kali res dek, ada juga yang nekat ambil 4 kali tapi itu sebenarnya resiko kalau untuk kita ini petani bawang karena itu masa panen untuk di Jawa, jadi kalau panen di Jawa terus panen juga disini jadi menumpuk mi, itu mi biasanya turun harganya bawang kalau begitu*[1].

The results of this study indicate that most of the agricultural land in the district. Anggeraja, especially in the Tanete district, is the area that produces the reddest onion plants, and on average, if all of their land combined has a land area of three to four hectares, some people do not own land, so this is the reason for the community to carry out production sharing cooperation. to meet their living needs. As for the local term for this production-sharing cooperation, the local community calls it bageassele', for investors who have many workers it is called tongguru, and for sharecroppers, it is called pang jumping.

Mechanism of Production Sharing for Shallot Farmers in Kec. Anggeraja

In general, humans should lawfully meet their needs and not overdo them. Humans must also realize that they will depend on and cannot live without help from others, in this case helping each other. Likewise in the *muamala*h carried out by the people of Kec. Anggeraja especially Bamba Puang Village and Kel. Aunt. The condition of the local community to cooperate for results based on mutual help with high solidarity. This is evidenced by the cooperation agreement in production sharing that can be carried out by the local community with various models but with the same end, namely the distribution of wages after the harvest.

Farmers who do not own land and only rely on labor, are facilitated by other parties, namely owners of capital in the form of pesticides, fertilizers, seeds, and all other necessities from planting to harvest and the results will be shared according to the agreement. As for the *muamalah* carried out by

[1] Hairil (Pemilik Modal), di Kel.Tanete, *wawancara* pada tanggal 27 September 2022.

the local community, namely leasing their land, this *muamalah* is not included in the collaboration with the profit-sharing system, because the land tenant pays the rent for the land with a predetermined nominal value and is paid at the beginning of the contract, not with a wage sharing system obtained from yields.

As explained by Pak Muhlis as the local regional apparatus:

> "*Kalau yang saya tau disini yang diterapkan tidak ada sistem kerjasama dalam bentuk bagi hasil pengelolaan tanah atau lahan. Ada sebagian petani yang langsung menyewakan lahannya ke pemilik modal, kemudian pemilik modal tersebut mengelola lahan yang disewa dengan mempekerjakan petani lain dengan biaya operasional ditanggung pemilik modal tersebut. Lahan kemudian dikelola sepenuhnya oleh pemilik modal. Lahan yang disewakan ada yang sewa perpanen, ada juga yang sewa pertahun, kalau yang sewa perpanen itu tergantung dari luas dengan fasilitasnya, misalnya lahan tersebut sudah tersedia instalasi jaringan air. Sedangkan model bagi hasil disini yang berlaku yaitu pemodal yang punya lahan sendiri kemudian mempekerjakan petani dan hasilnya dibagi dua dengan petani dengan modal operasional ditanggung pemilik modal tadi*" [2].

Cooperation for the results of the local community has long been carried out from the past until now according to customs, and through the form of cooperation agreements carried out directly, not written enough with mutual trust. As stated by Mr. Herman as a religious figure as well as the owner of capital:

> "*Dilihat saja itu pekerja yang memang bertanggung jawab, bisa dipercaya, dan ulet dalam merawat tanaman dan secara fisik. Yah itu ulet, tanggung jawab, bisa dipercaya, dan kuat fisik. Tidak harus ji ada itu perjanjian tertulis pakai tanda tangan hehe.., intinya itu ji rasa tanggung jawab dan bisa dipercaya*" [3].

Likewise, what was expressed by Mr. Khalid as the owner of the capital:

> "*Itu tergantung kesepakatan masing-masing, tidak ada aturan dari desa, pokoknya antara kita pemodal dengan penggarap melakukan kesepakatan misalnya ada yang 50:50, 60:40, ada juga yang 70:30 tergantung kesepakatan masing-masing pihak, tidak ada aturan yang ditetapkan terkait dengan proporsi bagi hasilnya, hanya aturan sendiri saja yang dipakai misalnya ada hitam diatas putih*" [4].

Based on the results of the research, the profit-sharing system carried out by the owners of capital and sharecroppers was agreed upon at the beginning with a division of 50:50, 60:40, and there is also a 70:30 but it is difficult to implement depending on the agreement, in this case, both parties have a record for all the capital that has been spent from planting to harvest and these notes will be adjusted by both parties to avoid misunderstandings. When selling shallots, both parties witness the transaction process that occurs. If one party does not agree with the price offered, the other party does not have the right to decide on its own, but there must also be approval from the financier.

As expressed by brother Wahid as a sharecropper:

> "*Iya, kedua belah pihak sama-sama hadir pada saat transaksi penjualan bawang merah, dan biasanya mereka masing-masing memiliki informasi harga bawang merah sehingga ketika ada yang menawarkan harga tinggi maka harga tersebut yang diikuti, dan biasanya pemodal lebih mengetahui tentang harga bawang merah pada saat musim panen*" [5].

The profit-sharing ratio is 50:50, from the total yield of 100% for example Rp. 200,000,000 issued capitals of Rp. 70,000,000, meaning the profit earned is Rp. 130,000,000 and that will be divided in half by sharecroppers

[2] Muhlis (Kepala Lurah Tanete), di Kel.Tanete, wawancara tanggal 3 Oktober 2022.

[3] Herman (Tokoh Agama dan Pemodal), di Desa Bamba Puang, wawancara pada tanggal 30 September 2022

[4] Khalid (Pemilik Modal), di Kel.Tanete, *wawancara* pada tanggal 30 September 2022

[5] Wahid (Petani Penggarap) di Desa Bamba Puang, *wawancara* pada tanggal 1 Oktober 2022

and owners of capital, each will receive RP. 65,000,000.

The profit-sharing ratio is 60:40, from the total yield of 100% for example Rp. 150,000,000 capitals issued Rp. 50,000,000, and the profit earned is Rp. 100,000,000, and it is divided according to the agreement at the beginning, in which one party gets 60% of the net income of Rp. 60,000,000, and for other parties Rp. 40,000,000. This comparison is usually made by capital owners because they include 10% of land rent.

As said by Mr. Herman as an investor:

> "*Basa itu yang 60:40, na hitung pembagian lahannya juga. bukan ji juga mau dibilang sewanya, cuma andaikan bicara itu tanah na bilang kenapa tidak ada bagiannya, ada bagiannya pekerja ada bagaiannya pemodal terus saya kenapa tidak ada heheheh, itu mi biasa bagiannya 10% dipake kembali belikan itu mai pupuk kandang, supaya awet lahan jangan mengeruk saja hasilnya baru kita tidak anu, biasa itu 700 karung ini sya kasi turun di lahan ku na 2 kali 1 tahun jadi kurang lebih 1000 karung kita kasi turun, supaya subur terus*" [6].

As for large land, it usually consists of two cultivators, and for the profit sharing of the two cultivators, the financier only counts one. After sharing the profits with investors, the two cultivators then share the wages they have received from investors. Cooperation in profit sharing is carried out by the people of Kec. Anggeraja especially Bamba Puang Village and Kel. Tanete, some local people make the consumption of workers or sharecroppers the responsibility, in this case, it is not counted in capital expenditures, and there are also investors whose consumption of workers is included in capital expenditures.

As expressed by Brother Hairil as the financier:

> "*Untuk kami yah sebagai pemilik modal dan pemilik lahan, kami sediakan lahan untuk pekerja, menyediakan berbagai jenis racun, racun untuk hama dan pupuk serta bibit dan lain-lain, bahkan ada pekerja kami yang dari pedalaman atau kampung-kampung begitu yang bekerja dengan kami juga disiapkan untuk makan hari-harinya, biasa kami siapkan untuk jangka waktu tanamnya begitu, dan itu semua konsumsi yang digunakan dalam proses kerjasama ini tidak dihitung dalam perjanjian bagi hasil*" [7].

As for what was disclosed by Mrs. Salmi as the financier:

> "*Iya masuk semua, pupuk bibit apa semuanya makan juga masuk semua di modal, semua yang berkenaan dikebun itu semua masuk ke permodalan, eeee terkecuali kalau memang saya sendiri yang berinisiatif bilang saya kasih ini toh itu tidak masuk, tetapi kalau permintaan dari kebun itu semuanya apapun itu semuanya masuk, kecuali inisiatif dari saya bilang ini untuk minggu ini saya kasih kalian free untuk ini misalnya*" [8].

Distribution of profit sharing to the local community after the shallots are received from the buyer. If there is a post-harvest loss, both parties do not get anything, either in the form of capital or cultivators. As an investor who spends quite a lot of money, he feels a loss from the harvest, and sharecroppers who have spent their time and energy looking after shallot plants until harvest also get nothing. Being a shallot farmer, you must be prepared to take risks because of market prices and yields. Erratic onion harvest.

As said by Mrs. Husna the financier:

> "*Yah masalah uang masalah modal, kita tidak bekerja dapat penghasilan, dan kalau rugi yah tanggung sendiri habis modal, itu saja*" [9].

Likewise, what was said by Mr. Irpan as the financier:

> "*Kalau rugi yah tidak ada didapat, kalau merugi kan…. Yang beginikan harus kembali modal*

[6] Herman (Tokoh Agama dan Pemodal), di Desa Bamba Puang,*wawancara* pada tanggal 30 September 2022

[7] Wawancara dengan Bapak Hairil Pemilik Modal, di Kel.Tanete, wawancara pada tanggal 27 September 2022.

[8] Ibu Salmi (Pemilik Modal), di Desa Bamba Puang, *wawancara* pada tanggal 28 September 2022

[9] Ibu Husna (Pemilik Modal), di Kel. Tanete, *wawancara* pada tanggal 30 September 2022.

dulu, baru di bagi dua, kalau tidak ada keuntungannya tidak ada yang di bagi, jadi rugi 0% persen tidak ada didapat" [10].

Profit sharing for the local community if they experience a loss, there is what is called condolence money for sharecroppers which is given by the financier. As experienced by Mr. Abdul Kadir as a cultivator by saying:

"*Ohh ada, uang duka namanya itu dari pemodal saja itu berapa di kasi ki kalau rugi, kalau dimodali ki itu saja pokoknya kita tekuni kerjai. Karena tidak ada itu… kayak saya toh, saya kan dimodali sama dengan pemodal tidak ada itu niat untuk merugikan, maunya kita untung ji tapikan bukan kita yang kuasa ada tuhan toh, yang penting kita tekuni kerja, tuhan kan adil. Jadi kalau rugi itu tergantung pemodalnya biasa na kasi ki uang, uang duka toh, begitu*" [11].

The same thing was expressed by Mr. Ahmad as the cultivator:

"*Ada di bilang uang duka kalau rugi, itu cuma pemodal yang kasi inisiatifnya saja, tapi jarang ji juga alami kerugian*" [12].

Likewise, what was said by Mr. Harry, also as a cultivator:

"*Tidak juga kalau saya punya bos kah ada namanya uang duka toh. Dari hasil panennya diliat itu kalau tidak kembali modal istilahnya begitu cuma uang duka saja dikasih*" [13].

Disruption of cooperation in production sharing carried out by the local community and not continuing for the next collaboration is usually caused because sharecroppers already have sufficient capital to become independent farmers, and some sharecroppers do not properly carry out the responsibilities given, some sharecroppers have committed fraud, and with financiers who are miserly in issuing capital.

This was expressed by several parties who collaborated for results namely:

"*Kalau ada yang tidak jujur, maksudnya pendanaan dikebun tidak dialihkan ke kebun itu yang pernah terjadi. Jadi itu yang jadi permasalahan kalau kita pemodal sama eee orang yang tidak ini…kadang permintaan ini untuk ke ini, sekalinya di cek tidak ada lari kesitu yaa itu, saya pengecekan diam-diam saya telusuri semua ini ini kemana saya pertanyakan, kalau tidak jelas saya langsung turun tangan. Kalau saya dapat begitu selesai, memang perjanjian selesai putus jadi mereka biarpun datang merengek-merengek sudah, kalau sudah saya liat begini. Jadi intinya kalian kerjanya jujur itu yang utama bagi saya, itu mi biasa kendalanya sama kalau yang dapat ki yang ini yang kurang jujur orangnya. Tapi Alhamdulillah yang dikebun itu, cuman ada juga pernah saya pake tidak bertanggung jawab, maksudnya pekerjanya dikebun dia tidak terlalu perhatikan, asal kerja kan beda itu kalau yang memang betul dia perhatikan itu anunya, bisa kita liat dari caranya bekerja pasti kita naik sekali-kali pantau atau apa*" [14]. *Biasa itu kalau dia itu eee malas toh, kita kasi tau jangan kasi begini dia tidak anu dia tidak kerjakan yang kita inginkan, tapi biasa ditegur saja dulu kan susah itu cari orang susah cari pekerja, jarang itu orang yang pecat anggotanya Cuma di kasi tau kau begini lagi nanti Cuma dikasi tau saja eee…ini kita tanam musim ini begini begini kekurangan mu begini kau harus begini lagi yah jarang itu orang mau pecat jarang. Biasa itu yang kalau putus anu biasa itu pekerja yang mengundurkan diri itu saja tapi itu yang pecat, pemodal yang pecat anggotanya 20% ji orang dipecat gara-gara begitu, biasanya itu mengundurkan diri atau dia dapat lahan baru dia kelola sendiri atau dia modal sendiri begitu. Sudah pisah sama kita bahwa dia sudah punya lahan dia mau modal sendiri lagi, dia rasa oh saya sudah mampu ka ini saya dapat ini sudah cukup untuk modal sendiri saya, biasa itu kerjasama putus begitu sudah mampu berdiri sendiri yah begitu, rata-rata begitu*" [15]. *Kalau modal sudah mencukupi, mungkin kita biasanya orang itu sudah*

[10] Pak Irpan (Pemilik Modal), di Desa Bamba Puang, *wawancara* pada tanggal 28 September 2022

[11] Abdul Kadir(Petani Penggarap), di Desa Bamba Puang, *wawancara* pada tanggal 28 September 2022

[12] Ahmad (Petani Penggarap), di Kel.Tanete, *wawancara* pada tanggal 1 Oktober 2022.

[13] Harry (Petani Penggarap), di Desa Bamba Puang, *wawancara* pada tanggal 30 September 2022.

[14] Ibu Salmi (Pemilik Modal), di Desa Bamba Puang, *wawancara* pada tanggal 28 September 2022.

[15] Ibu Husna (Pemilik Modal), di Kel.Tanete, *wawancara* pada tanggal 30 September 2022.

apa…mau berdiri sendiri tanpa dimodali kalau memang modal sudah cukup, tidak ada istilah kontrak kalau kita anu…begini, yah sepanjang kita masih mau atau pemodal juga artinya saling menguntungkan artinya kita juga masih sama join, tapi pada saat kebanyakan juga orang kalau sudah agak dia bilang ah sudah mapan mi ini kalau saya berdiri sendiri biasa akhirnya dia pisah karena dia pikir yang anunya yang hasilnya, tapi biasa juga ada yang berpikir aih daripada saya mau rugi lebih baik saya dimodali terus tapi dalam skala besar baru orang memodali, kalau kecil-kecil kan pasti modal sendiri saja" [16].

In the practice of profit-sharing cooperation, the local community enters into a production-sharing agreement by following the customs that have been applied by the local community, where if the will of both parties is united between two then the handover in land management can be carried out. Even so, contracts carried out by people who follow customary customs that have been carried out for a long time are not fully following the Islamic Shari'a that already existed at the time of the contract, where in Islamic Shari'a the contract must be written, while the contract carried out by the local community is only stated orally.

The Impact of Shallot Agricultural Products on the People's Economy in Kec. Anggeraja

The community's income from shallot farming is the income derived from the community's shallot farming process. Based on these data, it shows that the amount of shallot farmers' income depends on the area of land owned, the larger the land owned, the greater the capital required, with the profits that will also be greater. The income of shallot farming is affected by the low variable costs and fixed costs incurred. Based on data obtained from interviews with six respondents of shallot farmers, it was found that all ratios (R/C) were > 1, which means that harvest production income is divided by net income after operational costs so that almost all farmers benefit. The welfare of farmers is the big hope of all people who work as farmers, so efforts to improve their welfare require them to maximize their production efforts to generate large incomes. In the table above, the six informants interviewed in this study fall into the prosperous category.

Table 2. Results of Distribution of Profit Sharing

Income	Recipient		Per month
	Capital owners	Cultivation Farmers	
110.358.500	55.179.250	55.179.250	22.071.700
121.459.000	60.729.500	60.729.500	24.291.800
92.010.000	46.005.000	46.005.000	18.402.000
123.808.750	61.904.375	61.904.375	24.761.750
79.677.00	39.838.500	39.838.500	15.935.400
84.803.000	42.401.500	42.401.500	16.960.000

Data source processed, 2022

The table above is the distribution of wages between capital owners and sharecroppers with a ratio of 50:50 in 70 days or approximately two and a half months, while the monthly wages earned by farmers are obtained from net wages divided by the production time of two and a half months. Most of the fulfillment of community needs depends on the harvest of shallots as expressed by the Head of the local Lurah:

"*Yang paling menguntungkan itu bawang merah memang walaupun banyak jenis tanaman lain yang bisa diusahakan, tapi eee menurut kajian petani yang paling menguntungkan yah bawang merah, itumi sehingga sebagian besar itu bercocok tanam bawang merah. Apalagi disini itu iklim dan kondisi tanahnya memang memungkinkan iye,*

[16] Mustafa (Petani Penggarap), di Kel.Tanete, *wawancara* pada tanggal 1 Oktober 2022.

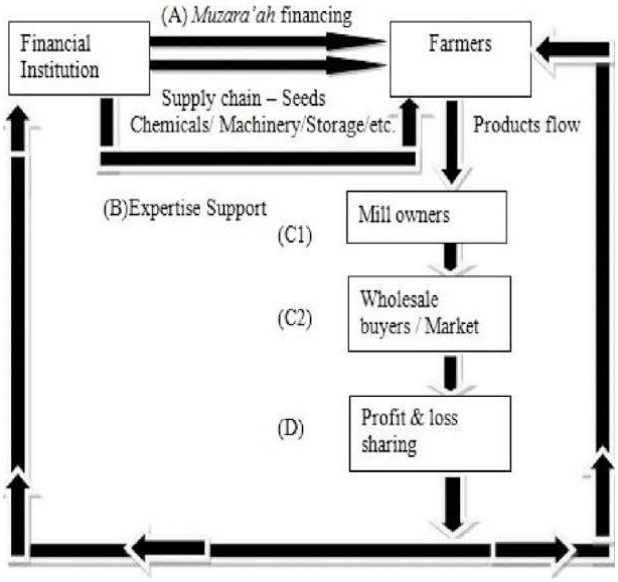
kalau dari segi pedagang juga dia bilang kalau yang hasil produksi pertanian dari sini kalau dikirim itu eee bagus, kualitasnya bagus dibanding dengan daerah-daerah yang eee dingin, kelembapannya tinggi yah agak cepat busuk, kalau disini bagus dikirim sampai ke Irian, Kalimantan agak lumayan awet. Jadi yah boleh dibilang begitu sebagian besar pendapatan masyarakat bergantung sama itu, walaupun kan ada tanaman selingan iya, kan biasanya itu bawang bawang baru tanaman selingan biasa jagung biasa tomat dan tanaman lainnya iya" [17].

Discussion

Referring to the law in a custom, where the custom does not always deviate from existing Islamic provisions, it can be made law as long as these provisions do not create harm (Khasanah, 2009). In the rules of fiqh, a custom can be made into a law and everything depends on its purpose and is not a problem as long as there is nothing prohibited by Allah in it. Production-sharing agreements carried out by the local community do not comply with the provisions of Islam because it has become a hereditary habit that is inherent and has become habit (Amelia, 2018).

Regarding the agreement on production sharing carried out by the local community, if an agreement has been reached, then that is the basis for the formation and holding of a production sharing agreement in agriculture and this has been carried out for generations by the local community so that in this environment it has become a habit and become an unwritten law (Husna, 2018).

Figure 2. *Muzara'ah* Contract Scheme Flow



Source: Haris, 2018

Islamic Sharia is a guide for Muslims to carry out their goals in life, namely to achieve prosperity, and social justice, and to achieve a better life. Sharia compliance is an absolute requirement that must be fulfilled by Muslims who carry out their business activities based on sharia. The importance of compliance has implications for the necessity of supervising the implementation of compliance, the meaning of sharia compliance (shariah compliance) is the application of Islamic principles, sharia, and their traditions in financial transactions and other forms of muamalah (Bonita & Anwar, 2017).

Likewise, to what was done by the people of Kec. Anggeraja, the local community, carries out a collaboration to help each other in the socio-economic environment to carry out Islamic sharia following their beliefs. This can be proven in the implementation of the *muzara'ah* contract in their agricultural business system with a mechanism of cooperation between capital owners and sharecroppers, namely increasing their income and welfare (Dahrum & Logawali, 2016).

Based on this research, the processing of shallot agricultural land does not always benefit,

[17] Muhlis (Kepala Lurah Tanete), di Kel.Tanete *wawancara* pada tanggal 3 Oktober 2022

sometimes it also experiences losses such as crop failure and falling shallot commodity prices. The profit-sharing system is carried out by the local community whose income fluctuates because at any time they experience a loss, the risk is shared, in this case, both parties understand each other and understand each other's condition so that no one feels that he is being harmed.

The wage distribution period has been agreed upon at the beginning of the agreement and it has been agreed by both parties, namely following the harvest cycle of about two months, and this is following Islamic economic provisions where the agreement/contract must be made clear and the agricultural land which is the object of cooperation must be ownership is clear so that no one is harmed by both parties.

Seeing this, the production sharing agreement known as 'bagasse' by the local community is following the existing provisions in Islamic law which have complied in terms of profit sharing following contract procedures, implementation, and distribution or halving which does not harm one party. It's just that the tendency of profit-sharing is carried out by the local community where the agreement is said orally, but this follows the local community's customs that have been passed down for generations, where looking at the custom itself that custom can become law and it all depends on the purpose and not a problem as long as there is nothing forbidden by God in it.

Profit sharing of the *muzara'ah* contract agreements implemented by local community do not follow the provisions of Islam because it has become a hereditary habit that is inherent and has long been carried out and the collaboration is cooperation and based on mutual trust between the community. Regarding the agreement on production sharing carried out by the local community, if an agreement has been reached, then this will form the basis for the formation of contracts and production-sharing agreements in the management of agricultural land.

CONCLUSIONS

Based on the results of the research and discussion described above, the authors draw the following conclusions. The mechanism for the implementation production sharing cooperation agreements is key. Anggeraja is referred to by the local term as bageassele', for investors who have many workers it is called tongguru and cultivators are called pang jumping. The implementation of profit sharing carried out by the local community between cultivators and capital owners is stated in a verbal form based on mutual trust. The profit-sharing system carried out by the local community follows customs or customs, related to comparison or distribution in the process of implementing cooperation in shallot crop yields, sharecroppers and capital owners make distributions by adding up all the harvest wages, then issuing all the capital invested. used then the net income is divided according to the agreement at the beginning, there is a 50:50, and there is also 60:40 with a production sharing period for each harvest cycle. The reason for the local community to carry out production-sharing cooperation is that they get additional income, and can empower the available land, both cultivators and financiers. The form of profit sharing in a *muzara'ah* contract with the local community where profits and losses will be shared, and this is included in Islamic economic law which adheres to the principle of mutual help and social feeling. The practices carried out by the local community are following the principle of *muamalah*, which refers to pillars, and conditions that have been met, and the specified half also follows the *muzara'ah* contract, namely ½ or 1/3 according to the cooperation agreement at the beginning.

The area of land managed affects the income that will be obtained so this has a significant effect on the welfare of farmers. From the results of research on respondents, the R/C ratio is> 1 and this indicates the feasibility of a business to run, and the level of welfare is included in the high category where the income

earned is> 10 million. With the contribution of shallots that are quite large, farmers can develop the farming they are involved in so that they can increase the fulfillment of community needs.

The results of this study are expected to provide information as a basis for consideration, support, and contribution of thoughts to Muslim farmers regarding the suitability of the profit-sharing cooperation system in agriculture according to Islam or *fiqh muamalah*. In addition, the author also hopes that this research can make a scientific contribution to future researchers. The author realizes that this research is still not perfect, especially in the scope of the research object, and is still not extensive in studying the aspects of *muamalah fiqh* so it is limited from the study of fiqh literature, especially the study of contracts in Islamic law.

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