

Review of Shari'ah Economic Law on the Practice of Renting Plantation Land (Ijarah) in Mandalahaji Village, Pacet District, Bandung Regency

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ABSTRACT

This study aims to analyze the implementation of the practice of ijarah (renting) of garden land by the people of Mandalahaji Village, Pacet District, Bandung Regency, and to assess its compliance with the principles of Islamic economic law. The approach used is qualitative with data collection methods through observation, interviews, and documentation. The results of the study indicate that the practice of renting garden land in this village is generally carried out verbally, based on the principle of mutual consent between the owner and the tenant, with an agreement on the nominal wage adjusted to the harvest. However, several shortcomings were found in the administrative aspects and the community's understanding of shari'ah provisions, especially regarding the prohibition on transferring rental rights without permission from the landowner. Based on a review of Islamic economic law, this ijarah practice can be categorized as valid as long as it meets the pillars and conditions that have been set out in the fiqh of muamalah. It is recommended that the community increase its understanding and awareness of shari'ah principles in the practice of ijarah to ensure compliance with Islamic law

INTRODUCTION

Islam is a comprehensive and complete religion that not only regulates aspects of worship rituals, but also provides clear guidelines in the governance of social, cultural, political, and economic life. In the context of economics, Islam presents a set of principles that uphold the values of justice, balance, and transparency in every form of transaction. These principles are stated in various muamalah concepts that originate from the Qur'an, Sunnah, and ijma' and qiyas of scholars. One form of muamalah transaction that is widely used in the daily practice of Muslims is the ijarah or lease agreement, which is a form of exchange of benefits of services or goods within a legal and halal framework.

Conceptually, ijarah is one of the mu'awadhah agreements, namely an agreement that aims to provide mutual benefits and rewards. In ijarah, two parties are involved in an agreement based on mutual agreement, with clear provisions regarding the object being rented, the duration, and the amount of wages or rent to be paid. Islam pays considerable attention to clarity and fairness in the implementation of the ijarah contract, because errors or ambiguities in the contract can cause losses, injustice, or even disputes between the parties to the transaction. Therefore, Islamic law regulates the pillars and conditions of ijarah in detail so that this transaction can run in accordance with shari'ah values.

In the reality of society, the practice of ijarah has become part of economic life, especially in the context of the use of assets such as land, houses, vehicles, and services. However, not a few people carry out this practice without a deep understanding of the provisions of the shari'ah that regulate it. This condition often causes the contract to be carried out imperfectly or even contrary to the principles of Islamic law. One example that is quite interesting to study is the practice of ijarah in the form of renting garden land carried out by the community in Mandalahaji Village, Pacet District, Bandung Regency.

Mandalahaji Village is an agricultural area where most of the population depends on agriculture and plantation activities for their livelihood. In practice, the activity of renting out garden land or agricultural land is often carried out informally, without adequate documentation or written agreements. Although in substance there is an agreement between the land owner and tenant, the lack of understanding of the aspects of shari'ah law causes many ijarah contracts to not meet the requirements for validity according to muamalah fiqh. One example that often occurs is the transfer of rental rights to another party without the owner's knowledge, or a discrepancy in determining the wage value.

Based on this background, the author feels it is important to conduct an in-depth study of the practice of ijarah for garden land in Mandalahaji Village by reviewing the legal aspects and their suitability from the perspective of shari'ah economic law. This study aims to provide a more comprehensive understanding to the community about the importance of carrying out ijarah contracts correctly according to Islamic principles, as well as a scientific contribution to strengthening shari'ah legal literacy at the grassroots level. With this approach, it is hoped that the practice of ijarah will not only be an economic transaction, but also a form of worship that has shari'ah value and benefits.

LITERATURE REVIEW

Definition and Legal Basis of Ijarah

Ijarah, etymologically, comes from the Arabic word "al-'ajr" which means wages or compensation. In shari'ah terminology, ijarah is defined as a contract for the transfer of usufructuary rights (benefits) over an item or service within a certain period of time through rental payments (ujrah), without being followed by the transfer of ownership of the item itself. This concept allows someone to utilize an item or service without having to fully own it, as long as there is an agreement regarding the compensation given.

The legal basis for ijarah in Islam can be found in the Qur'an, Hadith, and ijma' of scholars. One of the verses that is the basis is QS. At-Talaq verse 6, which emphasizes the importance of providing wages to those who work. In addition, the hadiths of the Prophet Muhammad SAW also provide guidelines regarding fair rental practices that are in accordance with shari'ah principles.

Scholars agree that ijarah is a valid and permissible contract in Islam, as long as it meets the pillars and conditions that have been set. Ijarah is also considered as one of the important forms of muamalah transactions in supporting the economic activities of Muslims, because it allows the use of assets without having to own them directly.

Pillars and Conditions of Valid Ijarah

In order for an ijarah contract to be valid according to shari'ah, it must meet certain pillars and conditions, namely:

- The parties to the contract (mu'jir and musta'jir)
- The object of the lease (goods or services)
- Benefits of the object of the lease
- Rental price (ujrah)
- Ijab and qabul (statement of mutual agreement)

The benefits of the leased object must be clearly known, and the rental price must be agreed upon at the beginning of the contract. In addition, the parties to the contract must have legal capacity, such as being baligh, of sound mind, and having the ability to carry out transactions. Ijab and qabul must be carried out explicitly, both verbally and in writing, to avoid disputes in the future.

These requirements aim to ensure that the ijarah contract is carried out fairly and transparently, and to protect the rights and obligations of each party. By fulfilling these pillars and requirements, the ijarah contract can be an effective instrument in supporting economic activities that are in accordance with shari'ah principles.

Types of Ijarah

In practice, there are several types of ijarah contracts that can be applied according to the needs and context of the transaction.

1. Pure Ijarah

A regular lease contract without any transfer of ownership. In this type, the lessee only has the right to use the goods or services during the lease period, and after the lease period ends, the goods or services return to the owner.

2. *Ijarah Muntahiya Bittamlik (IMBT)*

A lease contract that ends with the transfer of ownership of the goods to the lessee after the lease period ends. The IMBT type is often used in shari'ah banking financing, such as vehicle or home financing, where the lessee has the option to purchase the goods after the lease period ends.

3. *Ijarah Maushufah fi al-Dzimmah*

A lease agreement for goods or services that do not yet exist when the agreement is made, but will be provided in the future. This type is often used in construction projects or services that require time to provide.

Selecting the right type of *ijarah* agreement is very important to ensure that the transaction is in accordance with shari'ah principles and meets the needs of the parties involved.

4. *Implementation of Ijarah in Society*

In everyday life, *ijarah* is applied in various forms, such as renting a house, vehicle, or agricultural land. However, this practice is often carried out informally without a written agreement, which can lead to disputes in the future. The lack of public understanding of shari'ah principles in the *ijarah* agreement is one of the contributing factors.

In Mandalahaji Village, the practice of renting garden land is generally carried out verbally, without official documentation. This shows the need for education to the community regarding the importance of recording contracts in accordance with shari'ah principles. With written documentation, the rights and obligations of each party can be more guaranteed, and minimize the potential for disputes.

The government and Islamic financial institutions can play an active role in providing socialization and assistance to the community regarding the implementation of *ijarah* contracts in accordance with shari'ah. This is important to increase shari'ah legal literacy at the grassroots level and support sustainable economic growth.

4. The Role of Ijarah in Islamic Economics

Ijarah is one of the important instruments in Islamic economics, because it allows the use of assets without having to own them directly. This is in line with the principles of justice and welfare in Islam, which encourage the distribution of wealth and access to resources evenly.

In addition, *ijarah* also provides an alternative financing that is free from usury, thus supporting sustainable economic growth. In the context of Islamic banking, the *ijarah* contract is used in various financing products, such as vehicle leasing, home financing, and business equipment rental. This shows the flexibility and relevance of *ijarah* in meeting the needs of the modern economy. By adopting the *ijarah* contract, Islamic financial institutions can provide financing solutions that are in accordance with Islamic principles, as well as make a positive contribution to inclusive and equitable economic development.

Previous Research

Delegation of Lease Rights in the Ijarah Contract

Research by Zakiyatul Miskiyah from UIN K.H. Abdurrahman Wahid Pekalongan examines the delegation of land lease rights in Bandar Village, Batang Regency. The results of the study indicate that the transfer of lease rights must meet the pillars and requirements of *ijarah* in order to be valid according to

Islamic law. The main focus of this study is on the aspect of the transfer of lease rights, not only on the lease agreement itself.

Practice of Consecutive Land Leases

Muhammad Firman Hidayat and Muhammad Nor from UIN Mataram studied the practice of consecutive land leases in Taman Sari Village, West Lombok. This study found that the practice of leases was carried out verbally without a written agreement, which could lead to disputes. This shows the importance of clarity of the agreement in agricultural land leases.

Implementation of Ijarah in Rice Field Leases

Andriani Japarudin from IAIN Manado studied the practice of rice field ijarah in Cempaka Village, Sangtombolang District, Bolaang Mongondow Regency. The results of the study indicate that the practice of rice field ijarah in the village is in accordance with the principles of Islamic economic law. The focus of this study is on rice fields as the object of leases, not gardens or other agricultural land.

4. Plantation Ijarah with Harvest Payment System
Maisuriati from UIN Ar-Raniry Banda Aceh studied the practice of plantation ijarah with a harvest payment system in Takalar. This study found that the practice of ijarah with a harvest payment system is not in accordance with Islamic law because there is no clarity on the rental price and profit sharing pattern. This highlights the importance of clarity in the ijarah agreement according to shari'ah law.

Cassava Plantation Land Rental

Research from the Raden Intan State Islamic University of Lampung studied the practice of cassava plantation land rental in Lembasung Village, Blambangan Umpu District, Way Kanan Regency. The results of the study showed that the practice of cassava plantation land rental was in accordance with the pillars and requirements of ijarah in shari'ah economic law. The focus of this study was on cassava plantation land as the object of rental.

The five studies that have been studied show similarities in the focus of the study, namely examining the practice of ijarah (renting) of agricultural land and its compliance with shari'ah economic law. These studies emphasize the importance of clarity of the contract and the fulfillment of the pillars and conditions of ijarah so that the practice of leasing agricultural land can be considered valid according to Islamic law. This reflects an effort to ensure that economic transactions carried out by the community, especially in the agricultural sector, are in accordance with shari'ah principles that uphold justice and transparency.

However, there are differences in the objects of leasing studied, such as rice fields, gardens, or other agricultural land. In addition, the payment methods used also vary, ranging from cash payments to payments with harvest results. The focus of the study in each study is also different, some highlight the transfer of rental rights, payment systems, or the implementation of the ijarah agreement itself. These differences show that the practice of ijarah in society has diversity that is influenced by local conditions and local culture, so a contextual approach is needed in applying the principles of Islamic economic law.

METHODOLOGY

This study applies a descriptive qualitative approach, which aims to understand and describe social phenomena in depth in a natural context. This approach allows researchers to gain a holistic understanding of the practice of *ijarah* (leasing) of agricultural land in society, by emphasizing the meaning and interpretation given by the actors to their activities. According to Sugiyono (2015), a descriptive qualitative approach is suitable for researching the conditions of natural objects, where researchers act as key instruments in data collection.

Data collection techniques used include participant observation, semi-structured interviews, and documentation studies. Participatory observation allows researchers to be directly involved in community activities to understand the social and cultural contexts that influence *ijarah* practices. Semi-structured interviews are used to gather information from informants with the flexibility to explore relevant topics, while documentary studies help in collecting written data that supports the analysis. These techniques are often used together in qualitative research to obtain comprehensive data.

Data analysis is carried out through the process of data reduction, categorization, triangulation, and interpretation. Data reduction aims to filter relevant information, while categorization helps in grouping data based on certain themes or patterns. Triangulation is used to verify the validity of the data by comparing information from various sources or methods. Finally, data interpretation is carried out to understand the meaning behind the observed *ijarah* practices, taking into account the local social and cultural context. This process is in accordance with the data analysis guidelines in qualitative research which emphasizes an in-depth understanding of the phenomena being studied.

RESULTS AND DISCUSSION

The practice of *ijarah* for garden land in Mandalahaji Village is generally carried out through direct agreements between landowners and tenants, which are often verbal without any written agreements. However, both parties usually have a clear understanding of their respective rights and obligations. The rental payment system varies, it can be done at the beginning or at the end of the rental period, depending on the mutual agreement. This condition reflects the trust and flexibility in the rental relationship in the village community.

From the perspective of Islamic economic law, the *ijarah* contract must meet the established pillars and conditions, namely the existence of the parties to the contract (*mu'jir* and *musta'jir*), the object of the lease (*ma'jur*), compensation (*ujrah*), and a valid *ijab kabul* (*sighat*). In the context of Mandalahaji Village, the practice of *ijarah* carried out verbally is still considered valid as long as it meets these elements and is based on the willingness of both parties. This is in line with *shari'ah* principles that emphasize justice and agreement in *muamalah* transactions.

However, there is a practice of transferring rental rights to third parties without the knowledge or permission of the landowner (*mu'jir*), which is a concern in the review of *shari'ah* law. According to the Compilation of *Shari'ah* Economic Law (KHES) and the opinions of scholars, this kind of action is not

allowed because it can cause ambiguity and potential disputes between the parties involved. Therefore, it is important for the community to understand that the transfer of lease rights must be carried out with transparency and the approval of all related parties.

To improve the conformity of ijarah practices with shari'ah economic law, it is recommended that the Mandalahaji Village community begin to consider making written agreements in land lease transactions. Written documentation can provide clarity regarding the rights and obligations of each party and be valid evidence if a dispute arises in the future. In addition, education regarding the principles of ijarah in Islam needs to be improved so that the community can carry out economic practices in accordance with shari'ah values.

CONCLUSIONS AND RECOMMENDATIONS

Islam as a comprehensive religion not only regulates ritual worship, but also provides clear guidelines in economic governance, including in the ijarah or rental agreement. The ijarah agreement is a valid muamalah transaction according to shari'ah if it meets the pillars and conditions that have been set, namely the existence of parties to the agreement, a clear rental object, agreed compensation, and a valid ijab kabul.

The practice of ijarah for garden land in Mandalahaji Village reflects the social reality of an agrarian society that generally carries out agreements verbally by mutual agreement without written documentation. However, this agreement is still considered valid from the perspective of shari'ah economic law as long as it meets the elements of the agreement and is based on the willingness and justice of both parties.

However, there are still practices that are not in accordance with shari'ah provisions, such as the transfer of rental rights without the owner's permission and the inconsistency of the determination of the rental wage value. This condition emphasizes the need for education and deeper understanding for the community regarding the correct procedures for ijarah agreements according to shari'ah principles to prevent injustice and disputes. Various previous studies have emphasized the importance of clarity of contracts and fulfillment of shari'ah pillars in the practice of leasing agricultural land so that this transaction is not only an economic activity, but also an act of worship that has shari'ah value and benefits. With a qualitative descriptive approach, this study provides a comprehensive picture of the practice of ijarah in society, as well as being a scientific contribution to strengthening shari'ah economic law literacy at the grassroots level.

FURTHER STUDY

Improving Written Documentation

Although verbal agreements have fulfilled the principle of mutual consent, it is advisable to encourage the community to make written agreements. Written documentation can provide legal clarity and reduce the potential for disputes in the future. This is in line with the principle of ijarah in the

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