

Islamic Legal Review of the Practice of Renting Rice Field Land in an Annual System

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Abstract:

The accession of land for paddy rice landhe (rice field) leasing has met most of the Islamic Legal Principles. Yet, there should be certain stipulations for an clarification in the agreement and use of written contracts to keep away from possible friction in the future. This research uses a method of literature study, that is, the research with a focus on taking the data by collecting some relevant literature. The findings of this study are the followings: 1). The method of implementation of the customary annual rice paddy land lease is by the agreement between the landlords and tenants on an annual basis, when it comes to payment whether in cash or kind (in the community). The average rent is calculated by land size, quality of land and harvest yield. 2). The strategy of implementing annual rice paddy land lease in the village is by having implementation mechanism, consisting of activities: exploration and negotiation, oral or written rental agreement; tenant uses the land; and evaluation after the lease period. Trust, is for now the primary basis- although documentation is incrementally being lend on! 3). Islamic legal view on the practices of rice paddy leasing on an annual basis in society, if it fulfils all the conditions required granted in a valid contract namely aqid (clarity between parties), subyek (asset) for rent, mithl (rental amount) and rada wa qabul (mean consent and agreement), then this practice is consistent with the principles of ijarah contract in Islamic law. But there are some weaknesses like the existence of gharar when contract is oral due to ambiguities in the terms.

Keywords: Islamic Law, Lease Practices, Rice Fields, Annual System.

Introduction

Renting a rice field on an annual charge basis is a routine phenomenon of farming life and appears widespread in rural areas. According to Islamic law, such a practice needs to be reviewed in totality for the transaction as a whole to qualify under Sharia. The phenomenon of rice field leases in Sukaraja Village, East Praya District, shows as follows, and such practices are following Islamic teachings, because payment is clear after a contract is completed [1]. All the more reasons why transparency and clarity are so crucial in every transaction to avert future disputes.

In Islamic law, renting of the rice fields is considered as muamalah- social interaction regulated by sharia. Hijrah Leasing menurut Mustika dan Melina: muamalah yang kerap kali dijalankan manusia untuk mencapai kehendaknya [2]. They insisted that all leasing transactions had to conform with the Islamic law requirement such as disclosure on what will be leased, rent rate and period of lease. This conforms to the notions of justice and welfare underpinning Islamic law.

Moreover, riâ in her study of Islamic business ethics related to the practice to paddy pawning there are other ethical dimension also very dominant in every trade by that community [3]. Amanah/Trust in Business with Muslim Aqiqah with regards to leasing (al-ijarah) This element is a very important aspect within the Islamic business ethics because no matter how religious or pious we are, as part of our social norms we need to make trusties for every transaction that we made. These also apply in everything that reflects in the tenancy agreement, or contract of lease whereby all stipulated should be clear to avoid dispute.

Meanwhile, Darna emphasized the role of social fiqh to comprehend legal development in Indonesia that could be ratified for rice fields renting [4]. Social fiqh calls upon us to take another look at the sources and how to implement Islamic law in society. And the rental of rice fields in this way must base on the social-economic aspects of the society so that everybody can take advantage. Renting rice fields also is not without obstacles and problems. Junaidi and Hidayati: Having economic impact where farmers can lose their job and create social disparity The negative impact of the pawning practice of rice fields, as stated by Junaidi and Hidayati Based on this article, there is the writing during corona media [5]. This demonstrates as well that any economic practice such as leasing needs to be undertaken with care and in the context of its broader social impacts. Hence, farmers and other related parties should know and practice the principles of their Islamic law on each dealing.

Such practice extends so far as the practice of setting the ujah (rice field rent) representing this phenomenon. Naviva is the study on calculation of ujah for farmers' welfare to apply from Islamic point of view [6]. Calculating the ujah rightly based on sharia will be most possible and profitable for both sides, the issuers (tenants) and landowners. Hence, a close examination of the rental as agreed upon is necessary so that no prejudice will be inflicted on either side.

In broader legal terms, there are other issues at stake when leasing rice fields year by year. Islamic legal maxims should be used when entering into business transactions that guarantee fairness in every dealing and relationship consistent with Sharia [6]. Such mechanism of dispute also take into account that the parties have knowledge of their rights and obligations under the lease agreement.

Educating the community on renting in an Islamic manner is also critical. Hermawan stated that, for any kind of transaction to prevent the limitation or reduction of authority from disaster risks and not limited only to land lease transactions, there must be a comprehensive record-keeping in TDA perspective also include business entity so that all the bail may offer legal protection benefits

if the forest was have right in control [7]. Good documentation will help to resolve disputes if something should happen in the future.

In intercalation, annual rice paddy lease also taking sustainability into account. The waqf management of rice paddy land can be modelled for sustainable agricultural land management [8]. By implementing these sharia, it is expected that the community could have a sustainable prosperity. Therefore, the renting of rice fields is short-term should be reconsidered by several Islamic and morality as well as social points of view. Everyone should be aware and where possible, apply the principles of sharia in all transactions. Therefore, the renting must be used for the community and no dispute can still occur.

Methodology

The type of research applied in this study was the library research method it is a research where researcher gather data from various documentation and relevant literature. The analyzed data were theoretical and conceptual sets of works which discussed Islamic law and practice of annual lease system in rice paddies. Sources of data The sources used in this study were: 1) Primary Data Scientific journal articles, Islamic law textbooks, original fiqh books and official documents on the leases practice in Islam. 2) Secondary Data: Documentation of the research findings accomplished earlier including scientific articles, reports and other relevant documents in order to make analysis strong.

Documentation methods are employed for collecting information. The researchers found and gathered the different pieces of literature which concern some articles, journals, research reports and books that are related to Islamic law in leasing. The raw data is categorized according to its significance with respect to Islamic law and rice field lease mechanism. The method of data analysis was the descriptive-qualitative. The data collected was analyzed to identify the pattern, principle and conformity of rice-field lease patterns based on Islamic law. Among the steps of analysis were data-reduction, data-presentation in a coherent and logical manner and conclusion drawing according to the theory of Islamic law on ijarah contract.

The technique to test validity data is source triangulation, by comparing and verifying the data from different references regarding consistency and trustworthiness of the information. Furthermore, researchers rely on critical literature review as a means of evaluating the reliability and pertinence of their sources of data. So by so doing this method actually will guarantee the findings/setup are not only reliable but also adequately addressed from depth in perspective of Islamic law.

Results and Discussion

A. Implementation of Rice Field Land Rent Practice Forms in an Annual System in the Community

The findings of the study confirm that renting out rice fields on an annual basis has been practised for a long time and is part of the community's agrarian culture. The way the practice is performed is: there are always two components, the owner of land (the paddy field) and the tenant who makes a deal for one year of using this land. This deal generally includes payment in cash or kind at a mutually agreed value. Payment form can also differ in the different regions, i.e., be upfront or after the harvest. Furthermore, in the me tilted situation part of the remuneration is paid as harvest and some other part cash. The rental value is commonly estimated as a function of area, soil type,

and anticipated yield.

The social practice of renting rice fields annually in society is a complex phenomenon with legal, economic and social implications. It is in this framework that the regulation of the lease of paddy fields and its consequence on both parties land owner and cultivator, -become necessary to know.

First, in renting rice paddies there is a mutual consent of the landowner and the tenant. Zikri stated that in Islamic law, the transparency of rice field rental is very important; i.e., both parties acknowledge that if a crop failure outside the tenant's control happens, it would be on his account [1]. That shows that rental agreements are not just about money but also obligations and it is the duty of both to know this.

Moreover, in the execution of a lease contract, Badriyah and Jusmadi clarify that implementation of land leases would not only have legal dimensions but also social relations between tenants and landlords [9]. In this respect, the mutual attitude of both parties may impact on the success of leasing practice. For instance, if there are good relations between the landowner and tenant this can enhance trust and collaboration in managing the land.

Economic (rice-oxygen barter) effects Aside from the oxygen versus rice effects, the practice of renting out rice paddies has important economic implications as well. The price of land rent should be reasonable and not forced, so that both parties are in a win-win situation" [10]. Fair pricing will support to sustenance of the leasing system where landowners are compensated fairly, and tenants can earn a return from farm products.

The significance of rented rice field practices to agroforestry and food security is further developed through the lens of food security. Mayrowani and Ashari stress the need for sustainable land use, such as leasing, to promote more foods production and farmer incomes [11]. This means that renting rice fields is not only an economic tool, but also a strategy to assist food security in the village.

Some other aspects in social perspectives that can effects on the adoption of rice field rental are local wisdom in the community. Yanarita demonstrates that the indigenous knowledge and farming of agriculture can be used to support rice field leasing [12]. This indigenous knowledge extends to the understanding of soil, climate and agriculture practices that may raise crop yield and improve sustainability of farming.

Furthermore, there are legal aspects to consider as the relationship between the landlord and the tenant is regulated by law. Land lease agreements should be clear and legally binding in order to secure both parties' rights and interests [13]. This covers rental duration, requirements for land maintenance and rights to crop revenue.

The renting of rice fields is also prone to exogenous factors like weather and state regulation. In this regard, Taufik et al. insisted about continued sustainable land use to mitigate the adverse effects of disasters, such as floods which can have an impact on yield [14]. Therefore, for those engaged in the practice of renting rice fields it is essential that they have a clear understanding and able to predict external factors which may affect the success of such practice.

Accordingly, the phenomenon of the leasing of rice coastsage to rent in an annular system specific criteria complex that requires analysis linkage contextually with a variety of issues such as legal, economic, social and ecological dimensions. The inception of that agreement and the views of local people should be respected. It is therefore in both parties' interests to recognise these agreements and respect them, as well as taking account of local knowledge, including what remains external to

matters relevant to leasing. Therefore, this practice can help to ensure agricultural sustainability and food security in the communities.

B. System on Practice of Renting Rice Field Land on Annual Basis in the Village

The organizational device of the rental cycle practice was followed by renting rice fields in one system per year, the first phase of which consists of the following: 1). Initial Stage (Exploring and Negotiating): The landowner identifies who may be the potential tenant; what kind of terms such as amount, method, and duration etc of the lease should be agreed upon when he negotiates with tentative tenants about their use of his land. Decisions typically occur by discussion, considering the needs of all involved stakeholders. 2). Making an Agreement: Once a deal has been struck, you and the landlord will sign whatever document justifies your having sought them out in the first place. Though adoptions are not always documented in writing, many are becoming subject to written agreements to ensure legal security. 3). Carry Out of Lease: The rice paddy is used by the tenant as specified. The landowner has nothing to do with managing the land for as long as it is leased unless certain pre-negotiated circumstances arise. 4). Contract Review & Renewal: Both Contract review and re-assessment when lease expires. If both are pleased with each other, the original contract can be renewed by new agreement.

The leasing of rice fields annually in the community is a complex matter and entails many legal, social and economic issues. Rice field rental is therefore not just an economic exchange, but it also symbolizes social relations and regulations that exist in a community's environment. Studies on how this practice works in terms of the mechanisms it uses to be put into play reveals a number of critical factors to consider: the agreement, and its terms and conditions, that regulate relations between tenants and landowners.

First, it is necessary for the rental agreement of rice field to meet the requirements referred in Islamic law and positive law. Based on Faiq and Siska, lease is done under the cooperation between lessor and lessee, where the former giving object that leased to be utilized for a certain period by the later by paying some money [15]." This is consistent with that as proposed by Nurhidayati stating, in the practice of leasing an agricultural land, it was considered that the ijarah contract must be willingly and freed from any pressure during its implementation [16]. In Islāmic jurisprudence, a lease contract ought to satisfy the known pillars and conditions among which is the straightforwardness of the leased object and the rent value [1].

What is more, the rental mode of paddy field also reflects the social and cultural factors of local society. For instance Zikri's study, examining rice paddy rental in Sukaraja Village is consistent with sharia law and also explicit in terms of payment after the contract [1]. But in reality, there may exist different fees for rent local and non-local tenants as evidenced by the case of renting night market stall reported by Fetiparolin [17]. This would indicate that social and cultural issues could extend to price negotiations in rental behaviour.

Financial considerations are also vital for the practice of renting rice fields. Syaripudin also pointed out that local economy development can increase by means of the land lease in Islam economic [18]. In this example the public knowledge about economic law that's running in Islam is very needed as insurance that rental practices does not deviate with Islamic teachings. Musthofa and Aminah's study also indicates that leasing village land can be very advantageous for villages when undertaken under a clear open auction system [19]. So there's a lot of money and economic up lift that good regulation in leasing can bring to society.

In respect of letting arrangements it is worth considering disputes which could arise on the back

foot due to a vague arrangement. Haerullah states that the rental agreements should be done in a transparent and measurable way to avoid losses for both parties [20]. Also, Badrun finds that renting without concrete agreement is also an act that can lead into legal trouble subsequently, but it may be applicable under Islamic laws. It is therefore important to raise awareness among the public on the rental agreements, and emphasise the significance of documentation in ensuring security for both landlord and tenant.

Regulation of renting rice fields in respect of positive law element, it should be subject to any prevailing rules under Civil Code (KUH Perdata). Research By Zikri The practice of pungku (renting) rice fields in Sukaraja Village has been carried out in accordance with prevailing legal rules, where it can be considered valid [1]. This indicates an important part of how a combination of the Islamic law and positive law is very necessary to avoid the parallelism or emerging contradiction between both legal systems in tenancy.

The study also finds that "Reforming land Converting Land Production from other regions utilization may impact the leasing system in society; where legal certainly level over land ownership can decrease disputes and improve public confidence in transactions [21]. This suggests that local management of land and governance is important to create a climate for improvement in the fair and sustainable practice of leasing as government policies to control land use.

Well, then the borrowing system from one annual rice field in the village is done through various mechanisms that should be understood by the actors involved. To establish a harmonious relationship between tenants and landlords, if you want tenants to respect the person would be good, understanding with whom is also good fair contract. Unnoticed but worth mentioning is the fact that social, cultural and economic processes need also to be considered in such a way that rental acts as best possible for the community.

C. The Utilization of Rice Field as the Agricultural Land Lease in an Annual System in the Societ Islam's Point Of View

There are reasons to oppose leasing of rice fields from Islamic legal viewpoint A practice of renting a rice field annually is set as an ijarah (lease) contract and it concievably is basically permissible under particular shelter. There are a number of considerations that may be taken into account in determining whether this practice is compatible with Islamic law: 1). Validation of Contract The validity of a contract is said to be fulfilled if it meets the pillars and conditions that exist, which are two parties (owner and tenant), 'aqd (rice field/rental object), wages/harga rent, ijab qabul. 2). Justice on The Assessment of Rent: The law demands a measure of justice in the assessment of rent so that it does not weigh too heavily on any one side. Ordinarily this is one way in which practice follows social principle, although there are some instances of people being blissed out through ignorance. 3). Sharia: Shariah law-compliant leases must be free from gharar (uncertainty) and riba (usury). In the present study, annual leases generally did not involve riba; Some oral agreements, however, were involved with gharar as a result of unclear agreement. 4). Benefits and Blessings: Islam believes that an agreement concluded with good intentions, truthfulness and symmetry will cover both parties to such agreements with benefits from the prospective cooperation.

Sharia legalites on rental of paddy fields in annual system (muwatar) within society are remarkably complex and very nuanced along the principles of sharia which govern muamalah, specifically ijarah. Here, renting out of rice fields is not merely an economic transaction but also social and cultural base on Islamic values. So it is neccesary to get familiar with different attitudes and actions between men in society realm, like the law of Islam can be used to organize them.

The leasing of rice field located above as annual system, usually there is an agreement (contract) between the owner and the lessee lease duration as well as principal and yield sharing. Village Land Leasing in Margomulyo Village meets the pillars and conditions of ijarah according to Islamic law, so this business is declared feasible [19]. Accordingly, as long as the conditions in Islamic law are fulfilled, leasing can be valid. Furthermore, research conducted by Haerullah also showed that the instrument of rice field rental contracting in Kemirian Tamanan Village Bondowoso was valid because it met the requirements aspects and pillars in Islam [20].

But also there are some problem in specialized practice such as ambiguity of the rental and profit sharing. The study confirms that renting rice fields by harvest and annual system in Sukaraja Village is the same as a rent with contract after, since everything is clear from the very beginning about the payment which will be made post-contract [1]. It's important to have this clarity in writing, so that there is no question about either parties rights and obligations.

Justice and public interest are also to be addressed when A rice paddy lease agreement in Islamic law is established. The tradition of ricefield mortgage in the society generally does not implement Islamic business ethic which would create a boomerang effect on economic situation of the community [3]. As such, the community must recognises this and apply Sharia concept in each of its transaction as in the land rent.

Additionally, the findings of Syaripudin suggest that the practice of the contract agriculture on Mount Papandayan, Cisero Village also needs to be investigated thoroughly as not to emerge a stark contradiction with Islamic teachings [18]. This only proves that while renting in itself isn't inherently wrong, a solid grasp of the proper terms and conditions is important to ensure that the rental doesn't turn into a burden.

According to the Islamic law, the lease must be entered into freely and voluntarily by both parties. Safrizal explain that the implementation of land rent, must be based on the willingness and agreement with stakeholders [22]. It also complies with the concept of muamalah in Islam that stresses on justice and transparency from each transaction.

And then there is the sustainability side of things when it comes to renting rice fields. It is interesting to note from Khairuddin that, in leasing of land the leased object and rights shall be expressly mentioned for their identifications in future [23]. It can be seen that clarity in the rental agreement is very essential to upkeep good relationships between a landowner and tenant.

More generally, social and economic consequences in the community of out-leasing rice fields have to be considered. Buwono's research mentions that practices of agrarian land leasing should be reanalyzed, based on the positivistic and Islamic law prospective so that any parties would obtain good legal protection [24]. It indicates the necessity of harmonising between Islamic law and positive law to regulate the relationship in terms of renting practices in society.

Therefore, the Islamic legal views on the lease of rice fields annually in society are take into account that fulfilling terms and pillars as well as justice and welfare for all its constituents are avoid to be violated. With the help of these principles, communities can act in accordance with a healthy rental culture that is, at the same time legally valid and socially sustainable and economically fruitful.

Conclusion

Renting rice fields on an annual basis is a tradition of the community since centuries. This practice is implemented under contract between the owner-manager and his tenant, with several methods of payment involved - cash, crops or a mixture of both. Pricing for the rental trespass value

is a function of land size, quality of the land, and expected yield. The practice path of the lease of paddy fields has the process that leasing discussion and negotiation, entering into an agreement on renting land, implementing a contract, evaluation and renewal. Historically trust and confidence (rather than documentation) may be strictly observed between client and solicitor, but in the United Kingdom various documents are prepared for reasons of client confidentiality. Ijma in Islam agrees that achieving the second pillar of contract is against significant harm to heeding parties and renting rice fields (ijarah as a type of contract) complies with first, second and fourth pillars of ijarah besides mutuality according to shafie school if it does not update offered deal. Generally, the traditions performed by the society respect these principles: identity of contracting parties; thing that is rented; rent and consent. Nevertheless, a number of limitations remained and the dubiousness of oral terms that might involve features of gharar.

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