

IMPLEMENTATION OF *THE AL-ADL* CONCEPT IN THE PRACTICE OF *MUZARA'AH* AND *MUKHABARAH* IN THE DISTRICT'S LEADING AGRICULTURAL SECTOR BANTAENG SOUTH SULAWESI

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Abstract: The primary purpose of this research was to investigate the implementation of the *al-Adl* Concept on the Practices of *Muzara'ah* and *Mukhabarah*. This research particularly examined and determined the most suitable profit-sharing contract decisions to be applied to the leading agricultural sector in Bantaeng Regency. A qualitative research design was adopted in this study by using a phenomenological research approach. The data collection methods used in this study were observation, document analysis, and direct interviews with several informants. The data of this research were analyzed using descriptive qualitative data analysis and pairwise comparison scale qualitative analysis using the Analytical Hierarchy Process (AHP) method. The study results indicated that the community's practices of *muzara'ah* and *mukhabarah* in Bantaeng Regency had been well conducted.

Keyword: Al-Adl Concept; Muzara'ah; Mukhabarah

I. INTRODUCTION

Indonesia has a rural background, meaning that the agricultural sector plays an essential role in the Indonesian economy. Agriculture itself is an important economic sector for developing countries. It can be seen from the role of the agricultural industry as the primary source of income for people in developing countries, especially those living in rural areas. In addition, the agricultural sector contributes significantly to the welfare of rural communities.

The agricultural sector also has a somewhat important role in the contribution of the country and the world.¹²³

As an agricultural country, the agricultural and rural sectors have a significant role in national development. Not only as a livelihood for a large part of the population but its contribution to GDP, foreign exchange exports, industrial raw materials, as well as a provider of foodstuffs and nutrition. Several times the agricultural sector has proven to be capable of becoming a buffer for the national economy when an economic crisis has hit the country.

Ibn Khaldun, a Tunisian sociologist, historian, and Muslim economist, in his book *Muqqadimah*, states that a country's wealth is not determined by the amount of money in the country but rather is determined by the level of domestic production and the positive story of payments from the government. Therefore, it is unsurprising that two indicators used to determine a country's economic growth are measuring the gross domestic product (GDP) level and a country's balance of payments within a certain period. The agricultural sector is not only a source of livelihood. The agricultural sector in Indonesia also contributes positively to the gross domestic product of GDP. Even the contribution of the agricultural sector in Indonesia to the entire economy of the National Gross Domestic Product (GDP) is very promising. According to data from the Central Statistics Agency (BPS), in 2016, the agricultural sector absorbed 37,770,165 workers, so this sector is the most dominant in absorbing labor compared to other industries.⁴⁵⁶

The vast agricultural land in Indonesia makes most people, especially in rural areas, rely on agriculture as the main business and livelihood in meeting

¹Faoeza Hafiz Saragih, "Sharia Financing in the Agricultural Sector", *Agrica Journal of Agribusiness North Sumatra*, 10 no 2, (2017); p. 112.

²Deni Lubis and Indra Roch I, "Income Analysis of Cultivator Farmers with The Muzara'ah Agreement and The Factors That Affect It", *Maqdis : Journal of Islamic Economic Studies*, 2, no. 1, (2017); h. 1

³Zubaidah Nasution, "Model Pembiayaan Syariah untuk Sektor Pertanian", *Istishadia Jurnal Ekonomi Dan Perbankan Syariah*, 3, no.2, (2016): h. 342.

⁴Jefri Putra Nugraha, "The Muzara'ah System as an Alternative to Agricultural Financing in Indonesia", *Journal of Iqtisbodiah*, 1, no 2 (2016): p. 82.

⁵Minhatul Mughits and Wulandari R, "The Contribution of Sharia Financing to the Agricultural Sector in Indonesia", *Jurnal Al-Muzara'ah*, 4, no 1 (2016); h. 62.

⁶Sri Maulida and Ahmad Greece, "Problems and Solutions of Agricultural Financing Development Models from Aspects of Islamic Finance", *Horizons : Journal of Islamic Studies*, 12, no 2 (2017): p. 92.

their living needs. However, this sector also experiences many serious obstacles, including capital and land owned by farmers. Capital itself is an essential internal factor in the implementation of farming businesses run by farmers.

Although this sector absorbs the most labor, many farmers are below the poverty line. Like capital, not all farmers have their land, so farmers cooperate with landowners privately or on behalf of companies/groups such as banks and other institutions, where the landowner does not have the expertise and opportunity to manage the land. The farmers who do not have land but have time and expertise in managing the ground result in a system of cooperation in farming under the Name of a profit-sharing plan with the hope, of course, of mutual benefit by prioritizing the principle of justice. The purpose of strengthening the brotherhood between the two people is to help each other⁷ (*ta'awun*).

Profit sharing in agriculture is a form of land utilization in which the results are divided into two elements of production, namely the aspect of capital and the element of labor, which is carried out according to a specific ratio of the results of land production. The profit-sharing system in Indonesia is regulated through the Basic Profit Sharing Law (UUBPH), which came into force in 1960. Still, the law is no longer followed up or is not used as a guideline by farmers in carrying out profit-sharing activities because the law is considered to have several weaknesses. ⁸The profit-sharing system is supposed to direct a proportionate and transparent sharing of profits and losses.

In Islamic law, the profit-sharing system in agricultural farming is called *Muzara'ah* and *Mukhabarah*. The two terms have almost the same meaning, only distinguished from the seeds/seeds of plants and the capital used. Etymologically the word *muzara'ah* comes from the Arabic word *al-zar'u*, which means plant. *Muzara'ah* is linguistically a form of the word that follows *the wazan* (pattern) of *mufa'alah* from the root word *al-Zar'u* which means *al-Inbat*

⁷Sri Maulida and Ahmad Greece, "Problems and Solutions of Agricultural Financing Development Models from Aspects of Islamic Finance", *Horizons : Journal of Islamic Studies*, 12, no. 2 (2017); p. 92.

⁸Suayroh Tri Damayanti, Herman Cahyo Diartho and Moehammad Fathorrazi, "Factors Affecting Farmers to Perform Muzara'ah Contracts on Rice Farming in Jember Regency", *Journal of Economics Muzara'ah*, 6, no 3 (2016): p. 3.

(to grow).⁹ *Mukhabarah* itself is only a derivative and another form of *Muzara'ah*.

The practice of *Muzara'ah* and *Mukhabarah* is a model of a cooperation agreement between landowner and cultivator farmer. The cultivator farmer manages, then land management proceeds are divided into the owner and the cultivator. Based on the understanding of both has been predetermined. The difference is in the cost and seeds of the plant. If expenses costs and roots come from the cultivator/manager farmer, it is called *Mukhabarah*, and if the expenses and grains come from the landowner, then it is called *Muzara'ah*. This practice was carried out in the days of the Prophet Muhammad's Caliphate and was carried out by his successor caliphs and his companions.

South Sulawesi, in general, and Bantaeng Regency in particular, have many systems and models in agricultural contracts. People already know *Murabahah*, *Mudharabah*, *Ijarah*, and so on but do not know *Muzara'ah* and *Mukhabarah*. The wider community has widely practiced the practice of *Muzara'ah* and *Mukhabarah* itself. However, there are still many people who do not know the proper Name of the profit-sharing system. Even some of them are still making unclear contracts and have no basis. This contract is the best solution for farmers who do not have land and capital. Many farmers in Bantaeng do not have land, but high cultivation skills, and many land owners want to use their land for farming. Nevertheless, the lack of cultivation skills strengthens researchers to raise this issue and problem as beneficial research for lower-middle-class farmers and land owners to be more interested.

This research aims to provide a way to farmers through fairness of proper profit sharing and also provide roads and solutions to farmers and owners. Contract land will be used later in carrying out a farming business process for farmers and land owners to increase income quickly and simultaneously and put forward the principle of help which, of course, will end in welfare (*Falah*). This research will not only look at how the application of *muzara'ah* and *Mukhabarah* practices that are currently occurring and how the implementation of *the al-Adl* principle in the course of *Muzara'ah* or *Mukhabarah* will also give birth to a decision-making analysis of the agreement that farmers and landowners better use in carrying out a farming process. Because the ultimate goal of this study is decision making, of course, this will make it easier for farmers and land owners to determine the agreement to be chosen later, following the goals and objectives

⁹Wahbah Zuhaily, *Al-Fiqhu al-Islamu wa Adilatub*, (Cet. I ; Beirut Lebanon: Darul al-Fikr, 2011), p. 613.

they will achieve. Several criteria/objectives will be used as a reference and guideline and a comparison between farmers and land owners in determining the contract to be chosen later in conducting a farming business. This research is undoubtedly expected to raise the degree of smallholder farmers in the future, especially farmers who do not have land and capital but have strong expertise in the business sector.

2. THEORETICAL REVIEW

Muzara'ah Aqd

Imam Bukhari narrated from Jabir that the Arabs always cultivated their land *muzara'ah* by dividing the proceeds 1/3: 2/3, 1/4: 3/4, 1/2: 1/2.

The conditions that must be met for the harvest include:

1. The harvest must be known in the contract because the harvest will be later used as wages. If the harvest is unknown, it can damage the contract and make it invalid;
2. The harvest status is the common property of both parties. There must be no condition that the harvest is devoted to either party, as doing so may damage the contract;
3. The distribution of crops must be determined in level; that is, it can be utilizing half/ half, one-third, quarter, or other amounts according to the agreement. The indeterminate extent of its division is feared to result in disputes in the future;
4. The division of the crop should be determined in general terms from the overall yield. That is if it is required that the part of one party is a certain amount (in a specific amount, for example, four *muddy*), it is considered invalid. Because it is possible that the harvest from the crop only produces as much as specified for one party.

Wisdom of the *Muzara'ah Agreement*. The knowledge of *muzara'ah* is the realization of mutually beneficial cooperation between landowners and cultivators. It is improving the community's welfare by tackling poverty by opening jobs, especially for farmers who can be brave but do not have arable land.

The end of the *Muzara'ah Agreement*. *Muzaraa'ah contracts* ended because the purpose was realized; for example, the crop has been harvested. sometimes the *muzaraa'ah* contract ends before the realization of the goal of *the muzaraa'ah* due to the following reasons:

The time of the *muzara'ah* agreement is up.

One partner passed away, whether it died before the start of cultivation or after it, or whether the fruit had been harvested or not. Hanafiyah and Hanabilah expressed this opinion. However, according to malikiyah and Shafi'iyah (*muzara'ah*, it is not final because of the death of one of the parties who performed the contract. The existence of *udzur* or reason, both from the owner and from the cultivator

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4. The division of the crop should be determined in general terms from the overall yield. That is, if it is required that the part of one party is so many (in the amount specified, for example, four *muddy*), it is considered invalid because it is possible that the harvest from the crop only produces as much as established for one party.¹⁰

Wisdom of the *Mukhabarah Agreement*. Someone with others can help each other by cooperating; for example, if a person has livestock (cows, buffaloes, test tubes.), he can farm, and the farm will not have a rice field. On the contrary, someone has land that can be used as a rice field but does not have animals that can be used to manage the meadows and fields.

Here the benefit of *Mukhabarah* is that it can take advantage of something that no one else has so that land and animals can be used and generate income that can finance daily needs, which is the distribution of the result following the agreement that has been agreed.

¹⁰Mardani, *Fiqh Sharia Economics: Fiqh Muamalah*, (Cet II ; Jakarta : Kencana, 2013), p. 241.

The end of the *Mukhabarah Agreement*. Some of the things that caused the lot and *mukhabarah* include:

Has expired the period agreed in the agreement

One of the parties died

The existence of *uzur*. According to the Hanafiyah cleric, some of the *uzur* that caused the cancellation of the contract, namely the arable field, were forced to be sold because they had to pay debts; the manager could not manage the land. It could happen because the manager was sick, *jihad* in the way of Allah SWT and others; the contract was canceled for specific reasons, both from the landowner and on the part of the cultivator farmers.

3. RESEARCH METHODOLOGY

This research is classified as qualitative research using a phenomenological approach. The data collection method used is observation, documentation, and direct interviews of informants who are known to understand and often carry out the object being studied. In contrast, the data analysis used is descriptive qualitative data analysis and qualitative comparison scale in pairs using *the Analytical Hierarchy Process (AHP)* method and the help of the *Expert Choice 11* application.

4. RESULTS OF RESEARCH AND DISCUSSION

Every *muamalah* activity carried out by every Muslim must be based on the main principles of the Islamic *muamalah*. It is the ethical basis of human deeds. The code guarantees based on the value of Islam and following the wishes of human beings who always want goodness and comfort in life. One type of principle is the *al-Adl* principle which means to put something in its place. The key to implementing this principle is collaboration in fulfilling the rights and obligations of every Muslim who carries out the *muamalah* process, especially in the agricultural product sharing system in the Bantaeng Regency.

The system of profit sharing of agriculture using the *al-adl* principle is not new. However, because the level of education of rural communities is more farmers with a low level of education, one of the principles of *muamalah* has become something new. Villagers will be more familiar with the principle of justice, where justice is one of the aspects of the *al-adl* regulation itself. Many people have carried out this principle in the agricultural product sharing system, which is carried out in the practice of

Muzara'ah and *Mukhabarah*. It is just that people are not very familiar with *al-Adl* but only knows the principle of justice.

Balance in the Islamic economy is decisive in achieving *Falah* (victory and luck). In jurisprudence terminology, fairness is putting something in its place, giving something only to the rightful, and treating something in its position (*wadh' al-syai' fi mahallih*). Justice will be obtained when the person who conducts the transaction always puts forward the principle in *the al- adl*, which is to view honesty as a matter of gaining complete trust, responsibility, and transparency in carrying out a muamalah activity.

The implementation of justice in agricultural profit-sharing activities in Bantaeng Regency is

Usury. *Usury* is an excess or additional payment without any substitute or reward required for one of the two people with (transacting). Islam forbids *usury* in all its forms because it is contrary to the principles of humanity, brotherhood, and compassion. There is no such element in the practice of *muzara'ah* and *mukhabarah* carried out by farmers and landowners. The community can avoid usury activities if the principle of *al-adl* in profit sharing is carried out correctly, one of which is honesty. All *muzara'ah* and *mukhabarah* activities carried out are based on the principle of helping and helping and starting with honest intentions. Of course, transactions containing usury will be avoided. This transaction has no reward or excess because everything is settled with a family through good talks. This good talk is the result of trust because of the honesty that the community has instilled. The benefits each party will obtain, including farmers and landowners, must be free from usury or interest. Jumhari reveals that;

There is no *usury* in this activity, I have been doing this activity for almost 26 years, and until now, the landowner and I have never discussed usury and its advantages. So there is no such thing. The profit sharing here is determined based on the total production, whose division was selected from the beginning before the contract occurred.¹¹

Muhammad Tahir also stated such a thing:

The usury was illegitimate. I never talked about that to the landowner, nor did the landowner set the stake to give his land to the farmer because of any reward or excess of money and division. Incidentally, the owner of the land that I manage is a person who understands haram

¹¹Jumhari (45 Years Old), Farmer, *Interview*, Bantaeng, March 3, 2021.

and halal, so it is not difficult to say it is an illegitimate thing, and I will never do it.¹²

In *usury*, money is used as a commodity item, an essential instrument in the usury business practice forbidden in the Islamic financial system. The hope of *usury* can be interpreted as the abolition of economic practices that give rise to tyranny or injustice. If Islam commands the establishment of justice, it also forbids tyranny. If justice is to be upheld, then the implication is that tyranny should be removed. Both dictatorships harm oneself, others, and the environment, both short-term and long-term.

Maisir. *Maisir* is any form of speculative or profit-making behavior. Islam forbids all forms of gambling. This ban is because gambling in all its forms contains elements of speculation and leads to a huge emergency. Gambling itself is very closely related to a game. Indeed, the results in carrying out a farming process sometimes do not follow the wishes, but this cannot be used as a basis that the farming business process can contain elements of matter. Many factors cause failure production or the decline of a crop production process in agriculture—mainly pests and diseases, as well as the weather and climate of the area. Heavy rains resulted in flooding, and little rain resulted in drought. It is unpredictable because it is God's right to determine the life of plants on earth, including crops. So the production process in agriculture cannot be attributed to this. Muhammad Thabrani revealed that:

It is something that's uncertain and leans towards a game. There is no element of gambling and profit in the farming process. What makes production results rise and fall even not following production targets is beyond human activities and capabilities because it is already related to weather and pests, which cannot be predicted when and how the damage will be caused. I believe that no farmer wants to lose. So even if pests attack farmers' crops, farmers will find a way to be able to dispel these pests.¹³

In the production activities and profit sharing system, *muzara'ah* and *mukhabarah* in Bantaeng Regency do not have an element of *maisir* or

¹²Muhammad Tahir (67 Years Old), Farmer, *Interview*, Bantaeng, March 5, 2021.

¹³Muhammad Thabrani (53 years old), Head of KUA Pa'jukukang, *Interview*, Bantaeng, March 12, 2021.

gambling because agricultural production and profit sharing are not a game but a livelihood.

Garar. *Garar* means danger or risk. In social interactions and financial transactions, *garar* can take the form of unknown or hidden elements to worship other parties. Even more clearly, *garar* could be interpreted as a scam. Fraud in agriculture is expected in the profit-sharing system. Some farmers who do *muzara'ah* and *mukhabarah* profit sharing admit this is commonplace. Nonetheless, many farmers and landowners acknowledge that this is a classic problem that can generally be solved by the principle of honesty that breeds trust and transparency.

In the past, this activity often happened, but the times were growing, and farmers and landowners felt it was ancient. Fraud in agricultural profit sharing with the *muzara'ah* and *mukhabarah* profit-sharing systems is often committed by farmers to landowners. Some cunning farmers usually use this to reap more profits. The number of landowners who do not always participate in the decline sees the production process carried out by farmers makes this activity happen. Farmers' agricultural output that should have amounted to 10 sacks was delivered to the landowner in only eight packs. It damages land owners, requiring honesty and transparency (openness). Sharifuddin Hamid revealed that

In the past, there were often fraudulent activities. Where farmers who get the production of 10 sacks usually only mention eight loads to the landowner, so that is beyond honesty and openness of transactions. Of course, this is detrimental, and everyone does not like it.¹⁴

Jumhari also stated such a thing:

It is what makes many landowners manage their land now. Because in the past, landowners were often deceived by farmers. Usually, farmers get six sacks but what is mentioned to the landowner is only five sacks. Over time, land owners who know traditionally come at the time of harvest and see the results of their land production, so now it seems that there is no longer this kind of fraud. Many landowners do not just choose farmers to manage their land. They are looking for farmers who have honesty with a high level of trust or from their families to work their land so that they are not deceived again.¹⁵

¹⁴Syarifuddin Hamid (48 Years Old), Farmer Group, *Interview*, Bantaeng, March 22, 2021.

¹⁵Jumhari (45 Years Old), Farmer, *Interview*, Bantaeng, March 3, 2021.

Fraud in the profit-sharing system often happens mainly by farmers themselves. Honesty, responsibility, and transparency must be upheld in avoiding *garar* activities in agricultural profit-sharing activities. With the development of the times and the more comprehensive information, landowners have become more strict in choosing farmers who manage their land. Landowners have also begun to see their land's production process firsthand, from planting seedlings and maintenance to harvesting and distributing yields.

Haram. Haram is something that should not be done and worked. It is something that Allah SWT forbids. In general, muamalah in Islam is legally permissible as long as no proposition prohibits it. Then became the basis that the profit-sharing system of *muzara'ah* and *mukhabarah* became, something that was allowed. Apart from being able to help the sesame system, it is also present to increase the *silaturahmi* between farmers and land owners. What is not permitted in profit-sharing practices is When someone is harmed, or other elements can lead to their being sentenced to the process. For example, there is a shirk element in carrying out a farming process that is believed to be able to increase crop yields.

Another example is to carry out a profit-sharing process with plants that Allah SWT forbidden. Such as marijuana. Darwis revealed that:

Nothing is prohibited in the practice of *muzara'ah* and *mukhabarah* contracts. Both are halal, and farmers and landowners have carried out these activities without obstacles. No one is in zolimi, and no one feels more. No illicit plants were performed, and no illegitimate or stolen tools were used. I have much confidence in farmers here.¹⁶

So far, no unlawful activities can make the practice of this contract illegitimate, starting from the beginning of the agreement being carried out, production, harvesting, to profit sharing. The agreed revenue sharing section also does not affect others because it has been discussed in a familial manner. So before carrying out a contract practice, farmers and landowners must assess how much distribution will be done later. The percentage of diffusion depends on what contract is used.

If the seeds and capital come from the cultivator farmers, the refiners usually use a percentage of 1/1, namely 1/2 for the cultivator farmers and 1/2 for

¹⁶Darwis (46 Years Old), Religious Extension Officer, Interview, Bantaeng, March 28, 2021.

the land owners. Suppose the seeds and capital come from the landowner. In that case, the division is 1/2, which means t 1/3 is for the cultivator farmers and 2/3 for the landowners, and the percentage is 2/3, which means that 2/5 for cultivator farmers and 3/5 for landowners. It has been read so well in the family system that no single farmer and landowner feels aggrieved by the percentage of the division. Muhammad Tahir revealed that:

I do not think there is anything illegitimate that farmers and landowners do. We are used to doing that transaction well without doing anything prohibited. Farmers here mostly grow good seeds of rice, corn, and peanut crops. Buying good farm tools and so on. No illegitimate crops were planted. There are also no stolen tools that we use. God willing, farmers here are safe from it.

The statement further strengthens that the *profit-sharing* activities of the *muzara'ah* and *mukhabarah* follow the path the Prophet Muhammad taught. It also reinforces that the *al-adl* principle of putting things in place is well done.

The four elements of implementing the principle of *al-adl* are well executed. There is no *Riba*, *Maisir*, *gharar* and haram in the transaction. It also indicates that both types of transactions have been carried out very well by residents in this area.

Best Contract Solution

The *muzara'ah* and *mukhabarah* contracts are two different but very similar types. Both are distinguished only by who provides the seeds of the plant. If the landowner provides the plant's roots, then the contract is called the *muzara'ah* contract. If the farmer provides the sources, the contract is called *mukhabarah* because these differences can confuse farmers in implementing the existing contract, including the advantages and disadvantages of the two types of contracts they often do. Because farmers and land owners have only made contracts so far without knowing the advantages and disadvantages of these two contracts, this is a very confusing thing. Farmers with a low level of education cause them never know what this is because they tend to think that what currently exists is result-oriented. Muhammad Tahir revealed that:

I just heard *muzara'ah* and *mukhabarah*, but we have been doing it for a long time. Nevertheless, we do not know it is Name in the Islamic muamalah. So far, we have never received information about the

advantages and disadvantages of the two contracts I have always used.¹⁷

Because these two contracts are similar but different, it is necessary to prove the advantages and disadvantages of the two contracts. Researchers, in this case, will try to provide the best contract solution that farmers and land owners can use in the farming process. Researchers and informants have also determined the goals/objectives they usually want to achieve in an agricultural commodity production process. Some of the goals/objectives that farmers and landowners typically want to achieve are

1. An agreement that has a higher value of justice (*al-Adl*)
2. Easy contract execution
3. An agreement that is cost-effective in execution costs
4. An agreement that gives fast results
5. An agreement that contributes significantly to welfare.

Farmers and land owners commonly use the five production targets/objectives to carry out a farming process. The selection of targets/objectives is expected to make it easier for researchers to formulate the best agreement that can be used by farmers and land owners later based on each type of target/target that has been determined.

6. CLOSING

The implementation of *al-Adl* counseling has been implied and well done by farmers and agricultural land owners who use *muzara'ah* and *mukhabarah* profit-sharing agreements in Bantaeng Regency. There are no elements of *usury*, *maisir*, *garar* and *haram* in the practice of *muzara'ah* and *mukhabarah* in Bantaeng Regency. Based on Islamic law in the muamalah fiqh, everything has been done on profit sharing in agricultural commodities.

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