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Islamic Law Review of Profit-Sharing under the *Musaqah* System in Mekar Makmur Village, Sei Lepan District, Langkat Regency

Nurul Handayani Hasibuan[1], Muhammad Nur Iqbal[2]
[1]Institut Syekh Abdul Halim Hasan, Binjai, Indonesia, nurulhandayani.mhs@insan.ac.id
[2]Institut Syekh Abdul Halim Hasan, Binjai, Indonesia, muhammadnuriqbal@insan.ac.id

Corresponding Author: nurulhandayani.mhs@insan.ac.id[1]

Abstract: This study was motivated by the preliminary practice of rubber plantation management cooperation using the profit-sharing system (musaqah) in Sei Lepan Subdistrict, Langkat Regency. This study aims to analyze the suitability of profit-sharing cooperation between rubber plantation owners and tenant farmers in the area from the perspective of Islamic law (fiqh muamalah). The research design employed is field research using a qualitative approach. Primary data were obtained through direct interviews with rubber plantation owners and tenant farmers in Sei Lepan Subdistrict, as well as field observations. Secondary data were sourced from literature, books, magazines, and legal documents relevant to the musaqah contract. Data collection techniques included interviews, observations, and documentation, which were then analyzed using qualitative descriptive methods. The results of the study indicate that the implementation of profit-sharing arrangements for rubber plantations in Sei Lepan Subdistrict is generally based on verbal agreements grounded in mutual trust (‘urf). The agreed-upon profit-sharing ratios are typically balanced, such as 50:50 or 60:40, depending on the agreement regarding the allocation of operational costs and crop maintenance. From an Islamic law perspective, the implementation of this musaqah contract largely fulfills the essential elements and conditions for a valid contract, such as the mutual consent of both parties (an-taradhin) and clarity regarding the proportion of profit sharing. However, there are still some weaknesses, such as a lack of clarity regarding the term of the agreement and the handling of risks of uncertainty (gharar) related to the maintenance of harvesting equipment. Therefore, it is recommended that the agreement be put in writing to ensure legal certainty and avoid potential disputes in the future.

Keywords: Islamic Law, Profit-Sharing, Musaqah Contract

INTRODUCTION

Profit-sharing cooperation in plantation management is a form of economic relationship that has developed within society, particularly between plantation owners and those with the capability to manage them. This practice essentially arises due to differences in the resources possessed by each party (Rosmiyati & Maloko, 2021). Plantation owners possess land and crops but do not always have the time or ability to manage them directly. Conversely, there are individuals who possess the labor and skills to manage plantations but do not own land themselves. These conditions have led to the formation of cooperative farm management arrangements with profit-sharing based on an agreement between the owner and the cultivator. In Islam, such economic relationships fall within the scope *of muamalah*, the implementation of which must adhere to the principles of justice, mutual consent, mutual benefit, and the avoidance of actions that could harm either party (Jaini et al., 2025).

One form of cooperation in Islamic law related to crop maintenance is *musaqah*. Generally, *musaqah* is a cooperative agreement between the farm owner and the cultivator, in which the cultivator is given the responsibility to maintain the crops, while the resulting harvest is then divided between the two parties based on a predetermined ratio or share. This system benefits both parties because the orchard owner can maintain the orchard's productivity, while the cultivator receives a share of the harvest as compensation for the work performed (Irham et al., 2026). However, the implementation *of musaqah* is not only related to the sharing of yields but also concerns the clarity of the contract, the nature of the work, the division of responsibilities, the size of each party's share, and the resolution mechanisms in the event of losses or disputes. These aspects are important to consider in determining whether the ongoing cooperative practice complies with the principles and provisions of Islamic law (Musanna, 2022).

The practice of profit-sharing in plantation management is also found in Mekar Makmur Village, Sei Lepan Subdistrict, Langkat Regency, through a cooperative relationship between plantation owners and farmers. This practice, which has developed within the community, is worth studying because its implementation cannot be assessed solely based on custom or mutual agreement among the parties; rather, it must be analyzed in light of Islamic law, particularly the concept *of musaqah*. The issues of concern are the form of the contract used, how the rights and obligations of the farm owner and the tenant farmer are determined, how the farm's produce is distributed, and to what extent this practice fulfills the principles of justice and the mutual consent of the parties. Based on these issues, this study examines the implementation of the profit-sharing system in Mekar Makmur Village, Sei Lepan Subdistrict, Langkat Regency, and evaluates it according to Islamic law through the concept of the *musaqah* contract. Thus, the study aims to provide an overview of the alignment between the profit-sharing practices in the community and the provisions *of musaqah* under Islamic law.

Islam, as a perfect religion, has provided comprehensive guidelines for life, covering the following areas: Aqidah, which consists of guidelines regarding how one should hold beliefs or convictions particularly concerning ethics, that is, guidelines on how humans should behave virtuously in their relationship with Allah SWT, fellow human beings, and the natural environment. Guidelines for worship, which outline how humans should worship Allah SWT. Guidelines on muamalah, which address how humans should conduct themselves in neighborhood relations, civic life, international relations, economic activities, and so on (Nahrowi & Yustafad, 2020; Surahmantara & Aminulloh, 2024).

Profit-sharing partnerships have been known to Muslims since the time of the Prophet Muhammad; he was aware of and acknowledged that, before being appointed as a prophet, Muhammad had engaged in qiradh or mudharabah a partnership between the Prophet Muhammad SAW and Khadijah r.a. Profit-sharing was also permitted during the Prophet's time, such as when he traveled to Syria to work as a merchant selling goods These goods belonged to Khadijah (may Allah be pleased with her), who later became his wife. Thus, this profit-sharing partnership was permitted (Saprida et al., 2021).

During the Caliphate era, the nature of the profit-sharing system resembled a cooperative arrangement, in which the landowner and the farmer were akin to a partnership; there was no violation of the rights of any party, nor did fear of oppression or excessive actions by the landowner toward the partner arise, as both were bound by a cultivation agreement (Anggraini et al., 2023).

In Islam, there are various profit-sharing contracts in the field of agriculture, one of which is musaqah. In musaqah, one party commits to providing a plot of land, while the other party manages the land and covers the associated costs. The harvest is divided according to a prior agreement. One form of human activity in the field of muamalah is musaqah. Musaqah refers to a partnership between the orchard owner and the tenant farmer with the aim of maintaining and tending the orchard so that it yields maximum results (Umar, 2023). Subsequently, all produce generated by the second party constitutes a shared right between the owner and the tenant farmer in accordance with the agreement they have established. According to most fiqh scholars, cooperation in the form of Musaqah is considered mubah (permissible) if conducted in accordance with the provisions established by Islam (Permana et al., 2024).

This type of partnership is also practiced by the community in Mekar Makmur Village, Sei Lepan Subdistrict, Langkat Regency. Rubber plantation owners hire others to maintain and cultivate their plantations under a profit-sharing system; in Islamic law, this is nearly identical to the term "musaqah," which refers to a partnership in plantation management between the plantation owner on one side and the cultivator on the other, with profits shared according to an agreement made by both parties.

The initial formation of profit-sharing agreements between rubber cultivators and rubber plantation owners can be said to be based solely on custom and not on a written contract. However, the relationship built on the principle of kinship does not always run smoothly; disputes and conflicts frequently arise between rubber workers and landowners during the implementation of profit-sharing (Ruliniati et al., 2024).

Regarding the profit-sharing in rubber plantations in Mekar Makmur Village, Sei Lepan Subdistrict, if the harvest is abundant, it naturally poses no problem because it is easy to divide the proceeds meaning there are tangible goods or business proceeds to be distributed to the workers and rubber owners. However, in rubber plantation operations, yields are unpredictable, and during a "dry season" (when little latex is produced), the question arises: how should the proceeds be divided between workers and owners?

Until now, the cooperation agreements in Mekar Makmur Village, Sei Lepan Subdistrict, have been made verbally; however, they do not always go as intended, and numerous problems have arisen. For example, the farm workers are irresponsible in their work sometimes working and sometimes not. This clearly demonstrates an imbalance in the agreement, which, in the author's view, is detrimental to the rubber plantation owners.

On the other hand, when performing work, workers are entitled to compensation or wages for their hard work. Under the profit-sharing arrangement, the rubber plantation owner and the tenant farmer first enter into an agreement specifying when cultivation will begin and the percentage of the profit to be shared. Once an agreement is reached, the tenant farmer begins their duties, which involve tending the rubber plantation during the harvest season. The profit-sharing system currently in place in Mekar Makmur Village, Sei Lepan Subdistrict, has disproportionately disadvantaged the plantation owners, and the distribution of profits is uneven.

METHODS

The method used for this study is a qualitative research method with a descriptive approach. According to *Strauss* and *Corbin*, qualitative research is a type of research that yields findings that cannot be achieved (obtained) using statistical procedures or other methods of quantification (measurement). Bogdan and Taylor explain that qualitative research is a research procedure that produces descriptive data in the form of speech, writing, and the behavior of the people being observed (Rachman et al., 2024).

The essence of qualitative research is to observe people in their natural environments, interact with them, strive to understand their language and interpretations of the world around them, and approach or interact with individuals related to the research focus in order to understand and explore their perspectives and experiences to obtain the necessary information or data.

RESULTS AND DISCUSSION

General Overview of the Musyaqoh Contract

The word "akad" derives from the Arabic term *al-'aqd* (العقد), which etymologically means a bond, a covenant, or an agreement (*al-ittifaq*). This meaning indicates the existence of a binding relationship between two or more parties based on a specific agreement. In fiqh terminology, an akad is understood as the connection between *ijab* the expression of intent by one party to enter into a contract and *qabul* the expression of acceptance by the other party which is carried out in accordance with sharia provisions and gives rise to legal consequences regarding the subject matter of the agreement. Thus, an akad not only signifies the existence of a formal agreement but also encompasses the elements of intent, consent, the subject matter of the agreement, and the legal consequences that must be fulfilled by the parties (Candri, 2025).

Al-Musaqah has a simpler form compared to muzara'ah, in which the landowner is only responsible for irrigation and maintenance in exchange for a share of the harvest, while the farmer is entitled to a specific portion of the harvest. Musaqah, as defined by Islamic scholars as stated by Abdurrahman al-Jaziri is a contract for the cultivation of date palms, crops, and other such items, subject to specific terms. According to scholars of the Shafi'i school, musaqah is defined as hiring a farmer to cultivate date palms or grapevines solely by irrigating and tending to them, with the harvest of the dates or grapes then divided between the owner and the farmer (Nofal et al., 2025). Another definition interprets musaqah as a partnership in caring for plants in exchange for the yield obtained from those plants; the term "plants" in this commercial transaction refers to mature plants or perennial plants that bear fruit with the expectation of a fruit harvest. Care in this context includes watering, weeding, maintenance, and other efforts related to the fruit (Mustajab & Aulia, 2025).

Musyaqah is a simpler form of muzaraah in which the cultivator is only responsible for watering and maintenance; in return, the cultivator is entitled to a specific share of the harvest. Etymologically, musaqah refers to a method of irrigation. People in Medina refer to it as muamalah, though it is more commonly known as musyaqah; in Islamic terminology, it is a contract whereby a landowner entrusts a tree to a tenant farmer for management, with the proceeds shared between the two parties (Amanto & Yasin, 2022).

Based on the definitions above, the author concludes that musaqah is a contract or cooperative agreement in the agricultural sector between a landowner and a tenant farmer, whereby the tenant farmer is responsible for maintaining the cleanliness and other aspects of caring for the cultivated land, and the proceeds from the plantation are shared between the two parties. The legal basis for musaqah is derived from the Qur'an; the relevant verses include:

وَتَعَاوَنُوا۟ عَلَى ٱلْبِرِّ وَٱلتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا۟ عَلَى ٱلْإِثْمِ وَٱلْعُدْوَٰنِ ۚ وَٱتَّقُوا۟ ٱللَّهَ ۖ إِنَّ ٱللَّهَ شَدِيدُ ٱلْعِقَابِ

Meaning: "…and cooperate with one another in righteousness and piety, and do not cooperate in sin and transgression. And fear Allah; indeed, Allah is severe in punishment."

In this verse, Allah SWT commands every believer to fulfill the commitments and agreements they have made, whether they concern a servant's covenant with Allah SWT or agreements established between individuals, including those related to trade, marriage, and other matters, provided that such agreements do not contravene the principles of Islamic law (*Sharia*).

Profit-Sharing Mechanism Between Rubber Plantation Owners and Farmers in Mekar Makmur Village, Sei Lepan Subdistrict, Langkat Regency

The purpose of the musaqqah profit-sharing system is to improve the well-being of the community, to assist those without jobs or farmland, and to lighten the workload of farm owners. This profit-sharing arrangement can serve as a solution for both farm owners and farmworkers, who have mutual needs: farm owners require farmworkers to manage their farms, while farmworkers need farms to work on (Salsabila & Hidayat, 2023).

It is this cooperative arrangement that is practiced by the community in Mekar Makmur Village. In addition to managing their own plantations, they also employ others to cultivate them under a profit-sharing system, which in Islamic literature is nearly identical to the term musaqqah that is, a partnership system in plantation management between the plantation owner on one side and the cultivator on the other, with profit-sharing based on an agreement made by both parties (Kurniawati, 2020).

The initial step taken between the farm owner and the tenant farmer is for both parties to enter into an agreement in which the first party the tenant farmer proposes a deal to the second party the farm owner stating that they will manage the farm, which is in need of management to prevent it from deteriorating. The plantation owner then responds; if the offer made by the tenant farmer is acceptable, the plantation owner has no objection, as the plantation owner and the tenant farmer already know and trust one another (Nita, 2020).

Based on an interview with Mr. Awaluddin, the rubber plantation owner, it was found that the cooperative management of the plantation between the owner and the tenant has thus far been conducted through verbal agreements. These agreements are not formalized in writing and generally do not involve witnesses. Such practices have become customary among the local community because the cooperative relationship is built on mutual trust between both parties. Mr. Awaluddin explained, "The practice of rubber plantation cultivation cooperation, which has long been conducted through verbal agreements without witnesses or written evidence, stems from the local community's belief that verbal agreements are legally valid according to local customs and traditions in Mekar Makmur Village." This statement indicates that the profit-sharing practice in question is not only based on individual agreements between the owner and the tenant farmer but is also influenced by community customs that have been accepted and practiced for generations.

This statement is corroborated by an interview with Mr. Saruhum, one of the tenant farmers who has long managed Mr. Awaluddin's rubber plantation. For Mr. Saruhum, his involvement in the cooperative management of the plantation is primarily driven by his family's economic needs and the limited alternative employment options available to him. He explained, "I work on Mr. Awaluddin's rubber plantation to provide for my family. I only graduated from junior high school and have no other skills besides farming. I've been working under a profit-sharing agreement on Mr. Awaluddin's rubber plantation for a long time." This statement demonstrates that the profit-sharing system serves an important economic function for tenant farmers because it provides access to a source of income even though they do not own their own plantations.

Meanwhile, from the plantation owner's perspective, the decision to entrust the management of the plantation to a tenant farmer stems from limited capacity and time to manage the plantation directly. Mr. Awaluddin explained, "I am of advanced age and can no longer cultivate the rubber plantation I own because it is quite extensive. I also have a full-time job, so I do not have enough time to tend to the plantation. That is why I eventually entered into a profit-sharing arrangement with Mr. Saruhum as the tenant farmer, because the rubber plantation that I cannot tend must remain productive so that it does not die and go to waste." Thus, the partnership between the plantation owner and the tenant farmer is formed because of complementary needs. The owner needs labor to maintain and ensure the productivity of his plantation, while the tenant farmer needs land as a source of livelihood. This reciprocal relationship forms the basis for the practice of profit-sharing in the management of rubber plantations in Mekar Makmur Village.

The area of the rubber plantation owned by Awaluddin Batubara is 20,000 m² [2], and the full cost of cultivating the rubber plantation is borne by Mr. Awaluddin. Regarding the agreement, Mr. Awaluddin made it verbally with Saruhum without a written contract, and the division of the rubber plantation's proceeds is carried out by delivering the share directly to the rubber plantation owner's home. After an agreement was reached between Mr. Awaluddin and Mr. Saruhum, Mr. Saruhum carried out his duties as the rubber plantation cultivator namely, tending the plantation, applying fertilizer, and harvesting the crop while Mr. Awaluddin's role as the landowner was limited to monitoring the condition of his rubber plantation and purchasing supplies for Mr. Saruhum, such as fertilizer.

An Islamic Legal Review of the Implementation of Musaqqah Between the Rubber Plantation Owner and the Cultivator in Mekar Makmur Village, Sei Lepan Subdistrict, Langkat Regency

Discussions in Islamic law are very broad, covering not only the field of economics but also agriculture and plantation management. In fiqh muamalah (Islamic commercial law), several topics address agriculture and plantations, including the Muzara'ah, Mukhabarah, and Musaqqah contracts. The Musaqqah contract is a form of cooperation between the plantation owner and the tenant farmer aimed at ensuring the plantation is maintained and cared for to yield maximum results (Rosmiyati & Maloko, 2021). Furthermore, the produce generated by the tenant farmer constitutes a shared right between the owner and the tenant farmer in accordance with the agreement they have established. The concept of the Musaqqah contract involves the transfer of trees to the tenant farmer for maintenance and watering, with a sharing of the plantation's yield. The Musaqqah contract comprises several essential elements, including:

1. Aqidain, which refers to the two people or parties entering into the contract (the rubber plantation owner and the tapper).
2. The object of the musaqqah contract is the rubber trees that are ready for tapping (the rubber plantation), the work involved in tapping, and the resulting rubber sap.
3. The ijab and qabul (formulas) constitute a contract between the plantation owner and the tapper, which is established at the outset before the rubber trees yield latex from the tapper; the profit-sharing arrangement for the latex is determined by mutual agreement between the two parties (Jaini et al., 2025).

From the elements above, it can be concluded that the elements of a musaqqah contract are the two contracting parties the plantation owner and the rubber tapper the object of the contract is a rubber tree that is ready for tapping, and the distribution of the latex yield is determined by each party through the ijab and qabul. A musaqqah contract also has conditions that must be met, including the following:

1. The trees subject to the musaqqah must be identified by visual inspection or by specifying their actual characteristics. The transaction is considered void if the trees are not clearly identified.

2. The duration of the agreement must be clearly and precisely defined. This is because a musaqqah transaction is similar to an ijarah (lease) transaction. If the duration is clearly defined, it eliminates the possibility of gharar (uncertainty or risk).
3. The compensation to be received by the cultivator must be clearly known and determined, for example, half or one-third (Irham et al., 2026).

CONCLUSIONS AND RECOMMENDATIONS

Based on the findings and discussion, the profit-sharing arrangement between rubber plantation owners and cultivators in Mekar Makmur Village, Sei Lepan District, Langkat Regency, is generally consistent with Islamic law, particularly the principles of *musaqah*. The arrangement reflects mutual consent and cooperation, as the parties agree on their respective shares and distribute the proceeds after the plantation generates income. This mechanism promotes fairness because both parties receive their shares according to the actual proceeds rather than a predetermined fixed payment. Therefore, the practice of *musaqah* in Mekar Makmur Village is permissible as long as the agreement and its implementation remain transparent, fair, and free from elements prohibited under Islamic law.

Rubber plantation owners and cultivators are encouraged to establish clearer *musaqah* agreements regarding profit-sharing proportions, responsibilities, operational costs, and the duration of cooperation to prevent future disputes. Local religious and community leaders should also provide greater understanding of the principles of *musaqah* so that existing practices remain consistent with Islamic law. Future studies may examine similar profit-sharing arrangements in other agricultural communities or compare *musaqah* with other Islamic agricultural contracts. Such studies could provide a broader understanding of the application of Islamic economic principles in contemporary agricultural practices.

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