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Contestation of Islamic Law on Traditional Sharecropping in Rural West Java, Indonesia

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Abstract

This study examines the contested legal status of traditional sharecropping contracts among Islamic scholars and religious leaders in rural West Java, Indonesia. The primary objective is to analyze how Islamic law governs these contracts both normatively and in practice and how relevant regulations function within the local context. Employing an empirical legal approach, the research relies on direct observation and analysis of legal behavior in society. Findings indicate that the rising value of land and labor has turned traditional sharecropping arrangements into symbols of economic inequality. Ideologically, the legitimacy of such contracts is debated among village groups with varying socio-religious orientations. This contestation reflects an ongoing process of rural Islamization and highlights emerging pragmatism. The increasing accessibility of global information via the internet enables rural communities to reinterpret Islamic legal norms and agricultural practices, illustrating their adaptive responses to socioeconomic change and technological advancement.

Keyword: sharecropping; contestation of Islamic law; customary law; socio-legal

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Penelitian ini mengkaji kontestasi keabsahan hukum kontrak sharecropping tradisional di kalangan ulama dan tokoh agama di pedesaan Jawa Barat, Indonesia. Tujuan utama adalah menganalisis bagaimana hukum Islam mengatur sistem ini secara normatif dan implementatif, serta bagaimana regulasi tersebut dijalankan dalam praktik lokal. Penelitian ini menggunakan pendekatan hukum empiris dengan observasi langsung dan analisis terhadap perilaku hukum masyarakat. Temuan menunjukkan bahwa peningkatan nilai tanah dan tenaga kerja menjadikan kontrak tradisional simbol ketimpangan ekonomi. Secara ideologis, keabsahan hukum kontrak menjadi perdebatan di antara kelompok masyarakat desa dengan orientasi sosial-keagamaan yang berbeda. Kontestasi ini mencerminkan proses islamisasi pedesaan, namun juga menunjukkan pragmatisme baru. Akses terhadap informasi global melalui internet membuka ruang reinterpretasi hukum Islam dan praktik pertanian tradisional, sekaligus menunjukkan dinamika adaptasi masyarakat desa terhadap perubahan ekonomi dan teknologi.

Kata kunci: bagi hasil; kontestasi hukum Islam; hukum adat; sosio-legal

Introduction

Indonesia is a pluralistic country; this diversity is a hallmark of the Indonesian nation and is reflected in the national motto, *"Bhinneka Tunggal Ika"* (Unity in Diversity), which holds normative significance in the legal and constitutional framework of the state.[1] Indonesia is also a multicultural country with a diverse population of religions, languages, cultures, and customs.[2] Islam, as a religion, is not solely transcendental but also provides comprehensive teachings on economic and social matters, which serve as normative foundations influencing legal principles and societal regulations.[3] Land is a vital asset and cornerstone in driving socio-economic development.[4] Several United Nations Sustainable Development Goals (SDGs) are linked to land-related issues. Its accessibility and availability are crucial for achieving sustainable progress, particularly in agrarian-based economies.[5] Structurally, agricultural policy in Indonesia is formulated by the Ministry of Agriculture; however, its implementation involves multiple stakeholders, including regional governments, research institutions, and farmers' organizations, all of whom play a role within the broader legal and institutional framework governing the

[1] Z. Lili Mappong, "Hak Tunduk Diri pada Hukum Warisan Barat Bagi Ahli Waris Agama Islam yang Meninggalkan Harta Memiliki Agama yang Berbeda," *Jurnal Hukum dan Pembangunan Berkelanjutan* 11, no. 2 (2023): 1–28, https://doi.org/10.55908/sdgs.v11i2.423.

[2] Yayan Sopyan et al., "Degradation of Customary Inheritance Law in the Sai Batin Lampung Tribe," *Al-'Adalah* 17, no. 2 (2020), https://doi.org/10.24042/adalah.v17i2.7137; Mohammad Noviani Ardi et al., "Actualization of Pancasila Philosophy in the Context of Family Social Resilience in Jalawastu Traditional Village, Brebes Regency, Central Java, Indonesia," *El-Usrah: Jurnal Hukum Keluarga* 7, no. 2 (December 31, 2024): 557, https://doi.org/10.22373/ujhk.v7i2.25746.

[3] Achmad Badarus Syamsi and Galuh Widitya Qomaro, "Perlindungan Hukum Perjanjian Bagi Hasil Petani Garam di Kabupaten Pamekasan dalam Perspektif Hukum Islam dan Hukum Perdata," *Al-Manāhij: Jurnal Kajian Hukum Islam* 14, no. 1 (2020), https://doi.org/10.24090/mnh.v14i1.358; Faisal Husen Ismail et al., "Customary and Islamic Practices in Inheritance Distribution: Insights from The Gampong Customary Court in Pidie," *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 24, no. 2 (December 30, 2024): 1–16, https://doi.org/10.30631/alrisalah.v24i2.1544.

[4] Zawawi Zawawi et al., "Waqf and Sustainable Development Law: Models of Waqf Institutions in the Kingdom of Saudi Arabia and Indonesia," *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 23, no. 1 (July 10, 2023): 93–114, https://doi.org/10.18326/ijtihad.v23i1.93-114.

[5] Joseph Kwaku Kidido and Kwasi Baah, "Sharecropping Arrangement in the Contemporary Agricultural Economy of Ghana: A Study of Techiman North District and Sefwi Wiawso Municipality, Ghana Kwasi," *Journal of Planning and Land Management* 1, no. 2 (2020): 50–62, https://doi.org/10.36005/jplm.v1i2.22.

agricultural sector.[6] Land is essential for economic growth and enhancing agricultural land in a predominantly agrarian nation like Indonesia. Agricultural land can be obtained through several methods: purchase, gifting, licensing, inheritance, leasing, endowment,[7] and sharecropping. Among these, sharecropping is often considered one of the most effective ways to gain access to farmland. Well-being of the population, particularly for those whose livelihoods depend on farming.

In customary law, sharecropping can be defined as a leasing system in which rent is expressed as a proportion of the harvest (such as one-half or one-quarter), rather than as an absolute value (such as a fixed monetary amount or a specific quantity of product, like tons or bushels). Meanwhile, under Indonesian positive law, the definition of sharecropping is regulated in Article 1 letter (c) of Law Number 2 of 1960 concerning Sharecropping Agreements, which states: "A sharecropping agreement is a nominal agreement entered into between a landowner on the one hand and a person or legal entity on the other hand, hereinafter referred to as the cultivator, based on an agreement in which the cultivator is granted permission by the landowner to carry out agricultural activities on the landowner's land, with the yield to be shared between both parties."

Based on the above explanation, a sharecropping cooperation is established between the capital owner and the tobacco cultivator. The capital owner provides the agricultural land to be cultivated by the sharecropper. The yield from this work is then divided between the parties according to the agreed terms.[8] In many regions of Indonesia, including most parts of Java, this represents the predominant form of land tenure. Indeed, it may be asserted that sharecropping constitutes the dominant system employed for leasing agricultural land on this island. Nevertheless, despite the widespread prevalence of sharecropping in Java, where the Muslim population exceeds 80

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[6] Khoirul Hidayah, "Analisis Kritis Pengaturan Sistem Resi Gudang dalam Mendukung Sektor Pertanian di Indonesia," *De Jure: Jurnal Hukum dan Syar'iah* 13, no. 2 (2021): 156–69, https://doi.org/10. 18860/j-fsh.v13i2.13137.

[7] Rudy Haryanto and Lailatul Maufiroh, "An Waqf Land in Madura; Its Management and Typical Dispute Resolution," *Al-Ihkam: Jurnal Hukum & Pranata Sosial* 18, no. 2 (December 29, 2023): 496–518, https://doi.org/10.19105/al-lhkam.v18i2.7570.

[8] Dyah Ochtorina Susanti, "The Profit-Sharing System between Landowners and Cultivators of Tobacco: Islamic Economic Law Perspective," *Jurnal Kertha Patrika* 43, no. 2 (2021): 110–22, https://doi.org/10.24843/KP.2021.v43.i02.p01.

percent, the legal issues it raises within the framework of Islamic jurisprudence have not been extensively examined, particularly in its broader social context.

The theory of Islamic law accommodation describes how Islamic law can be adapted and integrated into various social and cultural settings.[9] From the Islamic jurisprudence (*fiqh*) perspective, the theoretical issue with plantation or sharecropping contracts is similar to the rent arrangement. Specifically, such agreements do not permit the rental value to be stated in absolute terms when the agreement is concluded; instead, the rent must be expressed solely as a proportion of the future harvest. The exact monetary value of the rent remains unknown until the crops are harvested, and classical Islamic contract theory strongly disfavors elements of uncertainty (*gharar*) within contractual agreements. In this respect, sharecropping has become a recurring subject of scholarly inquiry. Nearly every foremost Islamic jurist within *fiqh* has addressed this issue in their legal opinions and writings.[10] This is mainly because the system is always problematic. After all, it involves risk (*gharar*) and can lead to unjustified profits (*ribā*), both of which are prohibited (*ḥarām*) in Islamic contract law. One of the things that needs to be considered in this land cooperation is the principle of justice. The justice referred to here is the implementation of collaboration by applying the proportional principle; whoever bears the most significant risk is the one who gets the largest share.[11]

In the history of Islamic legal thought, there have historically been three dominant positions regarding the legal status of agricultural sharecropping. Under Islamic law, profit-sharing arrangements in agriculture are categorized into three primary types of contracts: *musāqa*, *muzāra'a*, and *mukhābara*.[12] The first position holds that all agricultural sharecropping contracts (*al-muzāra'a* and *al-musāqa*) are invalid. Certain Islamic jurists, such as Abū Ḥanīfa and Zufar Ibn Ḥudhayl, uphold this view. According to these scholars, such contracts are

[9] Mahdaliyah Mahdaliyah, Andi Sukmawati Assaad, and Muhammad Tahmid Nur, "Law Accommodation for Social Interaction within Temu Manten Tradition," *Al-Ahkam* 34, no. 2 (2024): 289–316, https://doi.org/10.21580/ahkam.2024.34.2.22835.

[10] Kurniawan M. Termidzi, Wargo, "Tinjauan Hukum Islam dan Hukum Positif terhadap Sewa Menyewa Lapak," *JALHu: Jurnal Al Mujaddid Humaniora* 10, no. 1 (2024): 37–44, https://doi.org/10.58553/jalhu.

[11] Faisal Fauzan, "Tinjauan Hukum Islam terhadap Bagi Hasil antara Pemilik Tanah dengan Developer," *Jurnal Al-Mudharabah* 3, no. 1 (2021): 77–103, https://doi.org/10.22373/al-mudharabah. v3i1.1300.

[12] Okty Nur Maulida and Busro Karim, "The Suitability of the Concept of Muzara'ah in the Practice of Dhu'um Labengan Tobacco Plants in the Perspective of Islamic Law," *Et-Tijarie: Jurnal Hukum dan Bisnis Syariah* 9, no. 1 (2021): 1–10, https://doi.org/10.21107/ete.v9i1.15672.

legally impermissible because mere land ownership does not constitute a valid basis for profit-making. Instead, land must be leased for a fixed amount or in exchange for a specified commodity, unless the landowner personally cultivates or manages the land. In other words, the land is not liable for potential losses, whereas partnerships inherently involve the principle of sharing profit and loss. Therefore, concerning fertile agricultural land, only fixed-rent lease contracts (*al-ijāra*) are considered legally valid within this framework.[13]

The second position holds that the *al-musāqa* contract is valid, while *al-muzāra'a* is not. This view is espoused by two prominent jurists, Mālik ibn Anas and Muḥammad ibn Idrīs al-Shāfiʿī. According to their interpretation, *al-muzāra'a* is invalid due to its unpredictable and imprecise nature. It involves uncertainty (*gharar*) and transactions based on future, undetermined value, both prohibited under Islamic contract law.

Conversely, *al-musāqa* is permissible as it constitutes a partnership agreement in which capital is provided to a laborer, and profits are shared according to terms agreed upon in advance. Regarding agricultural land, both jurists permit fixed-lease arrangements (*al-ijāra*). *Al-musāqa* is viewed as a legitimate form of *ijāra* in which the rent or wage is defined as a share of the agricultural yield when the contract is concluded, thereby avoiding *gharar*.

In addition to the prohibition of *gharar*,[14] Islamic economic teachings strictly prohibit various unethical practices such as *maysir* (gambling), *ribā* (usury), *ikhtināz* (hoarding), *najāsh* (artificially inflating demand), *tadlīs* (deceptive practices), *taghrīr* (misrepresentation), selling goods not owned (*bayʿ al-maʿdūm*), fraudulent weighing and measurement, reckless exploitation of natural resources, wastefulness, and greed.

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[13] Johansen, *Hukum Islam tentang Pajak Tanah dan Sewa: Kehilangan Hak Milik Petani* (Routledge, 2016).

[14] Asep Syarifuddin Hidayat, "Sharia and State's Intervention: Uncertainty Cryptocurrency in Indonesia," *Ahkam Jurnal Ilmu Syariah* 23, no. 1 (2023): 213–34, https://doi.org/10.15408/ajis.v23i1.31876.

provided to a laborer, and profits are shared according to terms agreed upon in advance. Regarding agricultural land, both jurists permit fixed-lease arrangements (*al-ijāra*). *Al-musāqa* is viewed as a legitimate form of *ijāra* in which the rent or wage is defined as a share of the agricultural yield when the contract is concluded, thereby avoiding *gharar*. In addition to the prohibition of *gharar*, Islamic economic teachings strictly prohibit various unethical practices such as *maysir* (gambling), *riba* (usury), *ikhtināz* (hoarding), *najāsh* (artificially inflating demand), *tadlīs* (deceptive practices), *taghrīr* (misrepresentation), selling goods not owned (*bayʿ al-maʿdūm*), fraudulent weighing and measurement, reckless exploitation of natural resources, wastefulness, and greed.[15]

The third position holds that all sharecropping contracts (*al-muzāra'a* and *al-musāqa*) are valid and permissible. This view is held, for example, by Ahmad ibn Ḥanbal, Ibn Taymīya, and the Ja'farī legal scholar Muḥammad Bāqir al-Ṣadr. They consider these contracts as a form of partnership between the land and labor, which is thereby deemed permissible through analogy (*qiyās*) with the contract of *al-muḍāraba*. In this regard, the position of the land in a sharecropping agreement is compared to the position of capital in a *muḍāraba* contract.[16]

A Brief Legal History of Sharecropping Contracts in Priangan

The economic prerequisite for sharecropping is private ownership of land, labor, and crops. The legal relationship between customary law communities and their land creates rights that grant the community certain entitlements as a legal entity.[17] From a historical perspective, crop-sharing contracts, in this sense, were scarce (if not entirely nonexistent) in the Priangan region before the liberalization of legal relations concerning land through the adoption of the *Agrarische Wet* (Agrarian Law) in July 1871. Before this year, land ownership,

[15] Abidullah Abid and Hakimi Mohd Shafiai, "Islamic Microfinance for Rural Farmers: A Proposed Contractual Framework for Amanah Ikhtiar Malaysia (Kewangan Mikro Islam dalam Kalangan Petani Luar Bandar: Rangka Kerja Cadangan Kepada Amanah Ikhtiar Malaysia)," *Jurnal Hadhari* 9, no. 3 (2017): 3–47, https://doi.org/10.17576/JH-2017-0901-03.

[16] Irena Dwi Fetraningtyas and Yunanto Yunanto, "Application of the Properties of Naqli and Aqli in Positive Law with Respect to Islamic Contract Law," *Syariah: Jurnal Hukum dan Pemikiran* 21, no. 1 (2021): 59–67, https://doi.org/10.18592/sjhp.v21i1.4140.

[17] Hayatul Ismi and Ulfia Hasanah, "Legal Protection for Indigenous Kuala Mahato in Indigenous Land Utilization of Palm Oil Plantations," *Revista de Gestão Social e Ambiental* 17, no. 2 (2023): 01–09, https://doi.org/10.24857/rgsa.v17n2-011.

labor, and crops were bound to a feudal-like system. There was no private land ownership in the modern sense of the term, and free labor was nearly nonexistent. Alongside the liberalization of land ownership, there was also the bureaucratization of the relationship between local authorities and their people. Farmers became tenants or free laborers, rather than enslaved people or bound laborers, and former landowners became landowners.[18] After the abolition of feudal institutions, specifically after 1879, sharecropping contracts became widespread in the Priangan region.

Due to the relatively lower position of farmers compared to landowners in the political economy, by the first half of the 20th century, the terms of sharecropping in Priangan were considered increasingly burdensome for the cultivators. For example, in 1901, in rural areas around Bandung, it was common for land to be cultivated solely under a sharecropping system, where all the harvest would go to the landowner, and the farmer would only receive a portion of the second season's crop, which was generally more unpredictable.

The most common sharecropping contract form was *maro* or *nengah* (half share). In this type of contract, in addition to the value of land and labor, other production elements included in the agreement were seeds, plowing livestock, fertilizer, land taxes, and zakat. The question of which party would bear the costs for these production facilities varied greatly from one region to another. It depended significantly on the type of cultivation, soil fertility, and land-to-population ratio. Typically, land taxes and seeds were shared equally between the landowner and the farmer, but additional terms varied from region to region, with differing socio-agrarian characteristics.[19] Soepomo, in his work on private customary law in West Java, also found evidence consistent with reports by Dutch scholars, namely that in crop-sharing contracts in the Priangan region, tenants were increasingly placed in a position of hardship.

Contemporary Situation of Sharecropping Contracts

There are only 78.13 hectares of arable land in the area covered by the research. Of this, merely 14.85 hectares (19.01%) constitute privately owned land held by only 21 households (4.13%). Due to the limited availability and unequal distribution of privately owned land, farmers who either do not own or

[18] Ana Liana Wahyuningrum and Darwanto, "Penerapan Bagi Hasil Maro Perspektif Akad Mukhabarah," *Tawazun: Journal of Sharia Economic Law* 3, no. 1 (2020): 45–63, https://doi.org/10.210 43/tawazun.v3i1.7544.

[19] Sutaryono, *Problematika Pengelolaan Pertanahan di Indonesia* (Yogyakarta: STPN Press, 2021).

possess insufficient land typically work on land owned by state enterprises. Of the total arable land, 37.72 hectares (48.28%) are owned by *Perhutani* (State Forestry Company), and Plantation State Enterprises own 25.56 hectares (32.71%).

From field interviews conducted between May and July and September and October 2019, 201 instances of tenancy systems were identified. These cases do not represent individual tenant farmers, but rather serve as examples provided by farmers and landowners concerning the tenancy systems in which they were engaged. An individual landowner may apply different tenancy arrangements on various parts of their land, depending on the crop, the availability of water sources, or other considerations. Similarly, a tenant may pay fixed rent on one plot and share a percentage of the crop under a different system on another, depending on factors such as crop type, water access, or land ownership. Furthermore, a farmer may simultaneously act as a landowner—leasing out land under one tenancy arrangement—and as a tenant, working another landowner's property under a separate system in a different village.

There are two dominant types of tenurial contracts in the research area: fixed-rent leases and sharecropping contracts. Under a fixed-rent lease, the landowner grants the tenant the right to cultivate the land. In return, the tenant is required to pay a specified amount of money. This contract has two subtypes. First, the tenant pays a fixed sum to the landowner either at the time of the agreement or shortly thereafter, before utilizing the land for cultivation (*cash rent*). Second, the tenant pays the fixed amount at harvest (*harvest rent*). Regardless of the success or failure of the harvest, the tenant remains obligated to pay the pre-agreed amount to the landowner.

In a sharecropping contract, the landowner grants the tenant the right to cultivate or participate in agricultural activities on the landowner's property. In return, the tenant is obligated to pay a portion of the harvest to the landowner upon completion of the harvest. As the payment is made as a share of the yield, the amount remitted is inherently dependent on the agricultural output achieved.[20] In other words, the landowner and the tenant share profits and losses. The allocation of responsibilities for various elements of the production process is determined by mutual agreement when the contract is formed. As for

[20] Sri Deviana Siska, Nurdin Bakri, and Safira Mustaqilla, "Legal Certainty of Land Grants of Ex-Use Rights According to Law Number 5 of 1960 and the Theory of Milk Al-Daulah: A Study in Abdya Regency, Aceh-Indonesia," *Al-Mudharabah: Jurnal Ekonomi dan Keuangan Syariah* 5, no. 2 (2024): 511–529, https://doi.org/10.22373/al-mudharabah.v5i2.6630.

any additional terms or obligations, they are subject to the consent of both parties.

There are three common forms of sharecropping contracts in the research area (in local gloss): *nengah* (halving), *join* (joint venture), and *tumpangsari* (literally: intercropping). In a *nengah* contract, the landowner provides seeds and fertilizer (for potatoes), seeds, fertilizer, and pesticides (for other crops). The tenant bears all labor costs from land preparation to harvest. Each party is entitled to half of the yield at harvest time. This is the common *nengah* contract (*nengah nu umum*). However, based on additional stipulations, there are at least four other types of *nengah* contracts. First, a plot of land where the tenant owns the harvest is separated from a plot belonging to the landowner, although the tenant works on both. This contract type is called *nengah-lahan* (splitting the land in half).[21] Second, the landowner takes one-tenth of the total yield before the harvest is divided equally. In West Javanese customary law, this contract is called *diperpuluh* (one-tenth). Third, after the contract is agreed upon, the tenant pays the landowner a sum of money (panyarong) as a token of good faith. This contract is known locally as *dimistikeun*. Lastly, once the contract is in effect, the landowner has the right to use the tenant's labor free of charge on other plots of land; this type of contract is locally referred to as *gandongan*.

In contemporary Muslim countries, especially rural areas, plantations are the most significant and interesting tenurial relationships.[22] Sharecropping is, and has been, varied in its realization, geographically widespread, and historically resilient. Based on the author's search for research related to sharecropping, including research conducted by Redini Shaqilha Zakaria, Dwi Rachmina, and Netti Tinaprilla, regarding the profit-sharing system, differences in production levels, income, and risk of rice production in each type of profit sharing.[23] Another research on sharecropping, conducted by Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, The purpose of this research is to understand the implementation of agricultural profit-sharing conducted by the

[21] Asep Rohmana, "Sistem Nengah Sawah di Desa Cikitu Kabupaten Bandung dalam Pandangan Hukum Islam," *Asy-Syariah* 19, no. 2 (2018): 207–26, https://doi.org/10.15575/As.V19i2.4390.

[22] Khalid Syaifullah, Nuraini Wahyuning Prasodjo, and Satyawan Sunito, "Islamic Populism in Rural Indonesia: An Agrarian Change," *Sodality: Jurnal Sosiologi Pedesaan* 10, no. 2 (2022): 129–143, https://doi.org/10.22500/10202241093.

[23] Redini Shaqilha Zakaria, Dwi Rachmina, and Netti Tinaprilla, "Sharecropping and Production Risk of Rice Farming," *Agro Bali: Agricultural Journal* 6, no. 2 (2023): 303–301, https://doi.org/10.37637/ab. v6i2.1203.

customary law community in Pijorkoling Village, Dolok District, North Padang Lawas Regency, and to determine the compliance of agrarian land profit-sharing implementation with Law No. 2 of 1960.[24] Then, research examines the profit-sharing system in Kazakhstan and Uzbekistan, where the population is Muslim. Still, it turns out that the profit-sharing system does not have legal status, but agricultural surveys provide evidence of its existence.[25] The most recent study by Hermita Arif, Asharin Juwita Purisamya, and M. Mahbubi Ali concerns disputes over profit-sharing and unfair outcomes. This phenomenon is particularly evident in South Sulawesi, where traditional agricultural practices intersect with Islamic principles. The study aims to explore the practice of profit-sharing contracts between landowners and farmers and to investigate their compliance with Islamic principles.[26]

However, it is somewhat surprising that little attention has been paid by researchers to the question of how Islamic law regulates the system not only in theory but, more importantly, how its regulations operate in practice. The aim of this research is not to analyze the debates among Islamic legal scholars regarding the legal validity of sharecropping contracts, but rather to examine how these three positions function within the discursive contestation among people in the 'santri' region of Priangan, West Java. In other words, this study attempts to investigate traditional plantation contracts in an ethnographic context and how these contracts are theorized (or rationalized) by various groups of people, following American anthropologist Clifford Geertz's typology of the different variants of Javanese Islam.

The research method employed is empirical legal research, which is an approach that focuses on direct observation and analysis of legal behavior within society. Primary data were obtained through interviews and documentation from sources. Meanwhile, secondary data were acquired, collected, processed, and presented by other parties, and are included in

[24] Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 1 (2025): 13–26, https://doi.org/10.36448/pranatahukum.v20i1.379.

[25] Nozilakhon Mukhamedova and Richard Pomfret, "Why Does Sharecropping Survive? Agrarian Institutions and Contract Choice in Kazakhstan and Uzbekistan," *Comparative Economic Studies* 16, no. 1 (2019): 576–597, https://doi.org/10.1057/s41294-019-00105-z.

[26] Hermita Arif, Asharin Juwita Purisamya, and M. Mahbubi Ali, "Islamic Sharecropping Practices: Evidence from Indonesian Local Communities," *Riset: Jurnal Aplikasi Ekonomi, Akuntansi dan Bisnis* 7, no. 1 (2025): 45–60, https://doi.org/10.37641/riset.v7i1.2589.

documents or books, research findings in the form of reports, and so on.[27] The secondary data in this study consists of previous research, books, and journals relevant to this research topic. The collected data were analyzed qualitatively through editing, classification, verification, analysis, and conclusion.

Aristotle stated that humans are *zoon politikon*—social creatures—because every member of society is inherently connected. As social beings, whether consciously or not, humans are constantly engaged in legal acts (*rechtshandelingen*) and legal relationships (*rechtsbetrekkingen*). Legal acts consist of unilateral acts, such as making a will or a gift, and bilateral acts, such as sales transactions, employment agreements, etc.[28] Aristotle posited that human beings are *zoon politikon*—inherently social creatures—given that each individual within a society maintains interdependent relationships with others. As social beings, individuals, consciously or unconsciously, continually engage in legal acts (*rechtshandelingen*) and enter into legal relationships (*rechtsbetrekkingen*). Legal acts may take the form of unilateral actions, such as the execution of a will or the granting of a gift, or bilateral actions, such as contracts of sale, employment agreements, and similar reciprocal legal arrangements.[29]

In a joint contract, the landowner allows the investor to participate by financing half of all production costs.[30] In potato cultivation, for instance, all production costs include land rent value, seeds, manure, chemical fertilizers, pesticides, and agricultural labor. The total value of these costs is calculated and shared between the landowner and their partner. At harvest, the yield is divided equally. If the landowner covers the land rent, seeds, and manure while the remaining production costs are split equally, then upon harvest, the landowner first recovers the capital they have contributed before the final yield is divided equally. This differs from the *nengah* system, where the investor participates throughout the production process, including in decisions such as determining

[27] Jonaedi Effendi, *Metode Penelitian Hukum Normatif dan Empiris* (Jakarta: Prenada Media, 2022).

[28] Gilang Rizki Aji Putra, "Manusia sebagai Subyek Hukum," *Adalah* 6, no. 1 (2022): 27–34, https://doi.org/10.15408/adalah.v6i1.26053.

[29] M. Natsir Asnawi, "Perlindungan Hukum Kontrak dalam Perspektif Hukum Kontemporer," *Masalah-Masalah Hukum* 46, no. 1 (2017): 55–68, https://doi.org/10.14710/mmh.46.1.2017.55-68.

[30] Phoebe Stirling, Nick Gallent, and Iqbal Hamiduddin, "Land, Landowners, and the Delivery of Affordable Homes on Rural Exception Sites in England," *Progress in Planning* 184, no. 1 (2024): 1–29, https://doi.org/10.1016/j.progress.2023.100842.

the type of crops to be cultivated. In this model, the value of the land is treated as an equity contribution.

In an intercropping contract, the landowner grants the farmer the right to plan annual crops among the perennial crops on his land. In return, the farmer must take care of the landowner's perennial crops and give the landowner one-tenth of his annual harvest.[31] Therefore, researchers ask farmers, "What rental system do you use?" and often receive several answers. It is these answers that form the basis of the case considered here. Table 1 summarizes the overall situation in the interviews with the farmers.

Table 1. Distribution of Land Tenure Types

No.	Type of contract	N	%
	Fixed rent:		
A	*sewa kontan* (paid-before-planting fixed-rent)	70	34.82
B	*sewa yarnen* (paid-at-harvest fixed-rent)	2	0.99
	Sharecropping:		
C	*nengah nu umum* (common halving)	45	22.39
D	*nengah-lahan* (halving the land)	12	5.97
E	*diperpuluh* (to be one-tenthed)	4	1.99
F	*tumpangsari* (intercropping)	58	28.85
G	*join* (joint financing)	10	4.97
	Total	201	100.00

Source: Field Survey, October-December 2021 and April-August 2022. N=201.

Of the 201 cases, only 35.82% were classified as fixed rental contracts (Fr). The remaining land is cultivated using sharecropping (Sc). There are two dominant types of separation contracts in the study area: common-halving and sharecropping, which account for 22.39% and 28.85% of the total tenure relationship, respectively. Along with the other three forms, the legal and moral validity of these forms of contractual allowances is contested by various ideological groups in the research area.

Opinions of Six Islamic Scholars Regarding the Contestation of Islamic Law on Traditional Sharecropping

From observations in a small town in East Java, anthropologist Clifford Geertz concluded that in the santri variant, "Muhamadijah on the one hand and

[31] Budiawati S. Iskandar et al., "Farmers and Tumpang Sari: Case Study in Palintang Hamlet, Cipanjalu Village, Bandung, Indonesia," *Biodiversitas* 18, no. 3 (2017): 1135–49, https://doi.org/10.13057/biodiv/ d180335.

Nahdatul Ulama on the other were the determinants of the main axis around which the Modjokuto ummat is subdivided". To some extent, Geertz's conclusions also apply to rural Priangan. However, in the Researcher's study area, alongside these two organizations with different manifestations in the socio-cultural life of the villagers, there is also PERSIS. Although in the Geertzian dichotomy, the ideology of this organization can be grouped into a modernist sub-variant with Muhammadiyah vis-à-vis traditionalist Nahdlatul Ulama, PERSIS, according to some experts, has a bolder and more extreme position than Muhammadiyah in opposing heresy (*bid'a*) and superstition (*khurāfa*) that are considered Islamic. It also strongly criticized NU's adherence to *taqlīd* and rejection of *ijtihād*, grave visiting (*ziyāra*), and consequent approval of holy worship.[32]

In the research area, these three groups can be seen as the ideological context in which plantation contracts are contested. However, ideological proximity to one of the three organizations is not the only way to determine the informants' ideological orientation. From this information, researchers then sorted the informants into three groups. The first two, traditionalists and modernists, are compatible with Geertz's dichotomy, and our understanding is maintained. The third group, which has a powerful attitude towards traditionalist religious customs and practices, we call puritans.

The researcher conducted in-depth interviews with 42 informants between 30 and 60 years old and had attended religious school or pesantren at least at the high school level, assuming they learned about muamalah according to Islamic law in general. After the seven forms of tenure contracts applicable in the research area were presented individually, the researcher asked the informants, "Are these contracts valid and permissible according to Islamic teachings?" Substantially, the answers to this question are as follows: first, all tenure contracts, whether fixed lease or sharecropping, are prohibited according to shari'ah, although some jurists (*ahl al-fiqh*) allow them with certain restrictions. We refer to this position as the first position.

Then, all fixed lease contracts are permissible under Shariah, while all forms of share crops are not. We refer to this position as the second position. All tenure

[32] Kumar Ramakrishna, *Jalur Radikal: Memahami Radikalisasi Muslim di Indonesia* (Greenwood Publishing Group, 2019); Abdul Majid et al., "The Method in Understanding Hadith Through Ijmā' and Its Implications for Islamic Law in Indonesia: Studies on the Hadiths of the Month of Qamariyah," *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 7, no. 1 (March 31, 2023): 281, https://doi.org/10.22373/ sjhk.v7i1.12383.

contracts, both fixed lease and share crops, are non-privatized according to Shariah, and Islamic jurists also allow them. We refer to this position as the third position. Lastly, Shariah pays for all fixed lease contracts. Two forms of estates, D and E, are prohibited, while other estate contracts are permitted. We refer to this position as Position Four. Meanwhile, all fixed rental contracts are allowed according to Shariah, and out of the five share farming contracts, only F and G are acceptable. The researcher refers to this position as Position Five. All fixed lease contracts are invalid. All crop share contracts, except D and E, are allowed. The researcher refers to this as Position Six.

The first position, the argument, is that the source of Islamic law is the Qur'an, which is the revelation given to the Prophet Muhammad. The Qur'an summarizes various issues of community life, including faith, worship, and morals.[33] The Prophet explicitly prohibited all forms of *ijāra al-arḍ*, whether *ujra* (rental) or *hizn* (sharecropping). Proposition: In the ḥadīth, the Prophet clearly states that he forbade all agricultural land lease contracts. Any other ḥadīth that may be interpreted as permitting such lease contracts are not the direct words of the Prophet himself, but reports heard by a companion or even by the successors of the companions. Since the sole source of law in this matter is the Prophet's own words, the statements of the companions permitting such contracts cannot serve as a valid legal source, even if the ḥadīths they cite are formally authentic. This is particularly relevant concerning the ḥadīth of Khaybar, which some Muslims use to argue in favor of permitting sharecropping contracts.[34] It only validates contracts for the maintenance (primarily irrigation) of existing trees between the landowner or tree owner and the tenant, in exchange for a share of the harvest. The ḥadīth does not address sharecropping on uncultivated land or land without trees. Furthermore, the legal ruling contained in the ḥadīth applies specifically to the Prophet's contract with the Jews. The permission for the Jews to remain may be interpreted to mean that they were (at that point) enslaved people, or that they were non-Muslim *dhimmī* under Muslim protection.

In the second position, the argument holds that the sources of Sharia are the Qur'an and the ḥadīth, including the words and actions of the Prophet's

[33] Fauzi Saleh, "The Role of Qur'anic Interpretation In Islamic Legal Reasoning," *Jurnal Ilmiah Al Mu'ashirah: Media Kajian al-Qur'an dan al-Hadits Multi Perspektif* 21, no. 2 (2024): 270–282, https://doi.org/10.22373/jim.v21i2.25693.

[34] Tarmizi M Jakfar, *Sunnah Non-Tasyri'iyyah Menurut Yusuf al-Qardhawi* (Banda Aceh: Naskah Aceh, 2019).

Companions, and that sharecropping contracts are not permissible; all forms of deceit and fraud are prohibited in Islam. Half (or more) of the produce cannot be precisely quantified. There is uncertainty regarding whether there will be any yield, and if so, how much. In Islamic legal terminology, this is called *gharar*, which is not supported under Islamic law. Since *gharar* is unacceptable, any tradition that contradicts well-established rules of *fiqh* cannot be upheld. The principle of *mabda' al-raḍā'iyya* emphasizes that any contract or agreement must be based on the mutual consent and willingness of all parties involved, without pressure, coercion, deception, or misrepresentation.[35]

In the third position, the argument is that Islamic economics is an integral and comprehensive part of a complete system of life, grounded in four primary sources of knowledge: the Qur'an, the ḥadīth, *ijmā'* (the consensus of Islamic scholars), and *qiyās* (legal analogy based on Shari'ah principles).[36] The ḥadīth essentially permits all forms of lease contracts, as does the *ijtihād* of prominent Islamic scholars, provided that such contracts do not violate the foundational principles of contracts (*mu'āmalāt*) in Islam. Regarding ḥadīths on *mu'āmalāt*, the general proposition is that the Prophet's prohibition on land lease or agricultural lease contracts was contextual and temporary. Most ḥadīths related to such contracts permit them, subject to certain conditions that must be met—thus, they are fundamentally permissible. Moreover, all valid contracts in this context may be viewed as a form of *muḍārabah*, given that all elements involved in the agricultural production process are now measured in monetary value.

As for the permissibility of sharecropping: all forms of sharecropping contracts in this village can be classified into one of the four types of agricultural lease contracts—*muzāra'a*, *mukhābara*, *musāqa*, and *mughārasa*—which are, in essence, cooperative agricultural contracts between the landowner and the cultivator, with both parties bearing costs and receiving a share of the produce by a pre-agreed ratio. According to the Ḥanbalī and Mālikī positions, *muzāra'a* contracts are permissible, as the underlying rationale of the contract lies in the cooperation between the landowner and the tenant as the manager or operator of the land.

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[35] Dwi Fidhayanti and Illa Miftachul Jannah, "The Principle of Mabda' ar-Raḍa'iyyahin Land Purchase Agreements with Fraud Elements in State Court Judgment Number 12/Pdt.G/2017/Pn.Mlg," *El-Mashlahah* 12, no. 2 (2022): 165–189, https://doi.org/10.23971/el-mashlahah.v12i2.4133.

[36] Rana Syarif Hidayat, "Perspektif Hukum Islam terhadap Praktek Ijarah Tanah di Kecamatan Batukliang Utara –Lombok Tengah," *Jurnal Akuntansi dan Keuangan Syariah* 4, no. 1 (2020).

This position aligns with Position Three, namely, the general proposition that Contracts D and E are not permissible, as both types of contracts violate the principles of *mu'āmalah*, particularly the principle of justice. Moreover, these contracts are considered remnants of past customary practices.

Permission for Contract C: This is considered a valid contract if one party provides the land while the other provides the seeds, equipment, and labor, and the yield is shared according to a pre-agreed ratio. In such a contract, the value of the land, labor, and farming equipment is measured in monetary terms to ascertain the exact share of inputs, except for the yield. Permission for Contract G: This is not sharecropping in the traditional sense of *muzāra'a*; rather, it is a form of *muḍārabah*, and *muḍārabah* is permissible.

Position 5, Argument: The sources of Sharia are the Qur'an, the ḥadīth, the consensus (*ijma'*) of scholars, and *qiyās* or *ijtihād*. Permission for Contract F: This contract is considered a form of *musāqa* or *muzāra'a* falling under an acceptable *musāqa* arrangement. Regarding the Prophet's dealings with the Jews of Khaybar, which are often cited to validate *muzāra'a*, it is argued that this was not *muzāra'a* but rather *al-kharāj al-muqāsama*—a type of levy to be paid to the Prophet as a share of the harvest at a fixed percentage. Permission for Contract G: This contract is regarded as a form of *mushāraka* (partnership), and is therefore permissible under Islamic contract law.

Position Six, argument: The sole sources of Sharia are the Qur'an and the ḥadīth. Invalidity of Contracts A and B: Cultivating land in exchange for a fixed monetary payment must not be supported because such an arrangement imposes undue hardship on the cultivator. If no crops are harvested in any given season and the cultivator is still required to pay rent to the landowner, this would place an unfair burden on the farmer. Such risk (*ḍarar*) is impermissible and must not be endorsed. Therefore, cultivation in return for a fixed rental payment is prohibited. Permission for Contract C: If land is cultivated in exchange for a portion of the harvest, neither the landowner nor the cultivator suffers a loss. On the contrary, the interests of both parties are safeguarded under such an arrangement. Thus, cultivation based on a share of the produce is legally and ethically justified.[37] Summarized in a table, the following are five distinct positions regarding fixed rent and the five forms of sharecropping:

[37] Interview with several informants specifically referred to the Hadith of Khaybarm , Bandung, July-August 2019.

Table 2. Six different positions on tenurial contracts in the study area

Position/on	A, B	C	D	E	F	G
P1	no	no	no	no	no	no
P2	yes	no	no	no	no	no
P3	yes	yes	yes	yes	yes	yes
P4	yes	yes	no	no	yes	yes
P5	yes	no	no	no	yes	yes
P6	no	yes	no	no	yes	yes

Source: depth-interview, July-August 2019

Different Positions, Different Authorities

In Javanese society, where traditional values and Sufi-influenced Islam are deeply rooted, there is a supportive environment for integrating, internalizing, and adapting Islamic legal principles with local customs and traditions.[38] As a result, this harmonious interaction between Islam and indigenous culture has given rise to unique cultural expressions in various aspects of life.[39] In the discussion regarding the validity of multiple forms of tenure contracts on land, alongside local glosses such as rent, *nengah*, intercropping, and joint ventures, terms commonly used in Islamic jurisprudence also emerge. For some informants, all lease forms are equated with *ijāra*, and all forms of *nengah* are considered analogous to the conceptual description of *muzāra'a*. Some informants classify intercropping contracts, specifically those involving permanent crops, as *musāqa*. Other informants use the term *mushāraka* for both *nengah* and joint ventures. For some, all types of profit-sharing, including intercropping and joint ventures, are regarded as *muzāra'a*.

The emergence of these terms from Islamic jurisprudence in local discussions can be interpreted as an indication that, for some people, particularly those with an Islamic education background or affiliation with Islamic organizations, the categories of social relations among them should be understood within the context of the Islamic legal corpus to assess their validity. Although different glosses may have different empirical references for other people, the use of terminology typically mastered by Islamic jurisprudence

[38] Noor Cholis Idham, "Javanese Islamic Architecture: Adoption and Adaptation of Javanese and Hindu-Buddhist Cultures in Indonesia," *Journal Architecture and Urbanism* 45, no. 1 (2021): 9–18, https://doi.org/10.3846/jau.2021.13709.

[39] Jamaluddin Jamaluddin et al., "Examining the Synthesis of Islamic Commercial Principles and Local Customary Practices: A Case Study of Nyambut Sawah Traditions in Tejamari, Banten," *Journal of Islamic Law* 5, no. 1 (2025): 86–104, https://doi.org/10.24260/jil.v5i1.2091.

students signifies a growing Islamization of social categories in the rural areas of Priangan.

For some scholars, this phenomenon may be related to what is referred to as "santrification," a process through which Indonesian Muslims become more pious and devout in their faith. This process began in the mid-1980s when urban professionals became more diligent in practicing Islamic rituals and thus became 'more santri'. The process of Santrification has developed alongside the post-1998 era, which has provided opportunities for Islamic political parties to rise. In daily life, the process of santrification includes the general public's efforts to seek legal certainty about various practices they have long engaged in.

In the field of study, qualitatively, a factor that might trigger this santrification is the issue of justice, which often arises in the context of land ownership and control inequalities dating back to the colonial era. Referring to Islamic sources of opinion, this issue of justice seems to be clarified (or even emphasized) by those involved. Cases D and E, for example, are considered impermissible and *bāṭil* (invalid) due to being unjust to the tenant. In seeking legal affirmation that these two types of contracts are invalid, they turn to Islamic sources of legal judgment. Efforts to find these Islamic legal sources are now facilitated by the Internet. They no longer need to go to traditional religious authorities for legal certainty about traditional sharecropping practices or other tenure relationships. This is why there are various positions on different forms of land leasing with different arguments, even within a single subvariant of Islamic santri.

Table 3. Distribution of Positions based on Ideological Orientation[40]

	Traditionalist Informant	Modernis Informant	Puris Informant	Islamic Jurist with Similar Position
P1	0	1	1	?
P2	0	1	6	Abū Ḥanīfah
P3	12	0	0	Bāqir aṣ-Ṣadr
P4	8	0	0	Mālik ibn Anas, Ibn Taymiyya
P5	3	1	0	al-Shāfi-ī, Aḥmad ibn Ḥanbali
P6	3	4	2	Ibn Ḥazm
N	26	7	9	

Source: depth-interview, July-August 2019, N=42.

[40] Interview with several informants, Bandung, July-August 2019

The majority of informants from traditionalist backgrounds expressed support for Position Three (P3). Although they identified themselves as adherents of the Shāfiʿī school of jurisprudence, their actual stance appears to be more aligned with that of, for instance, the Jaʿfarī jurist Muḥammad Bāqir aṣ-Ṣadr rather than with al-Shāfiʿī himself. Al-Shāfiʿī (along with al-Nawāwī) maintained that only sharecropping on land with perennial crops (*musāqa*) is permissible, while sharecropping on uncultivated land intended for annual crops (*muzāra'a* and *mukhābara*) is impermissible. If they were truly aligned with the al-Shāfiʿī school of jurisprudence, they would have to reject the majority of sharecropping contracts (*muzāra'a*) that are predominantly practiced within the study area.[41]

Several informants from sub-variants within the traditionalist group also expressed support for Position Four (P4), which aligns more closely with the legal stance of Mālik ibn Anas and Ibn Taymiyya, or endorsed Position Six (P6), which is more closely associated with the legal opinion of Ibn Ḥazm rather than that of al-Shāfiʿī.[42] On the other hand, although the modernist group has traditionally regarded itself as more aligned with the legal position of Ibn Taymiyya in their fiqh orientation, their actual stance may reflect different jurisprudential tendencies.[43] Regarding tenure contracts, they are closer to Ibn Ḥazm, who considers all fixed lease contracts in agriculture invalid and impermissible.[44] The same situation applies to Puritans who reject all tenure contracts on agricultural land. Instead of adhering to Ibn Taymiyya (P4), one of the authoritative scholars within their organization, they follow the view of Abū Ḥanīfah regarding tenurial contracts (P2).[45] How can this occur?

One possible answer is that, rather than being ideologically driven, positions on tenurial contracts reflect the competing groups' economic background. Sociologically, 15 informants from the modernist-puritan Islamic santri subvariant are not farmers. They are traders and professionals, mostly from

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[41] Abdul-Rahim Mohammed Adada, "Islam's Market Ideology: A Brief Outline," *Islamic Economics Journal* 5, no. 1 (2019): 11–13, https://doi.org/10.21111/iej.v5i1.3665.

[42] Abdul Azim Islahi, *Konsep Ekonomi Ibnu Taimiyah* (Leicestershire: Kube Publishing Ltd, 2017).

[43] Haedar Nashir, *Muhammadiyah a Reform Movement* (Surakarta: Muhammadiyah University Press, 2015).

[44] Baber Johansen, *The Islamic Law on Land Tax and Rent: The Peasants' Loss of Property Rights as Interpreted in the Hanafite Legal Literature of the Mamluk and Ottoman Periods* (London: Routledge, 2016), https://doi.org/10.4324/9781315312613.

[45] Imran Ahsan Kha Nyazee, *Islamic Law of Business Organization Partnerships* (Kuala Lumpur: The Other Press, 2022).

other regions in Priangan. Meanwhile, most traditionalists are landowners, farmers, or agricultural laborers.

Another possible answer is that the variability of positions even within a single ideological orientation group can be seen as a sign of legal pragmatism, a phenomenon relatively common in Muslim societies. In his study of pension contracts in Yemen, Donaldson linked the diverse practices, which are not always consistent with the purported dominant school of law in the area, with legal pragmatism in the daily lives of Muslim communities.[46] With the opening of access to legal opinion sources via the Internet, nearly everyone can now take a position in a case that aligns with their respective political-economic interests.

Indeed, the role of the Internet as a tool for searching jurisprudence has become increasingly significant in shaping legal perspectives and practices.[47] Islamic fatwas have become an integral part of religious life, even in rural areas of Muslim countries.[48] Various groups and communities have emerged on social media, along with religious figures who are also active on these platforms.[49] This phenomenon illustrates the emergence of religious populism.[50] Some value the benefits of accessing knowledge, communicating ideas, and facilitating religious pluralism through digital platforms, as in other parts of the world.[51] However, some have also been warned about the dangers of anarchy in information and the limitations of 'do-it-yourself Islam.' In this context, the role of the School of Jurisprudence is merely a social identity of the group, not a source of legal

[46] Adada, "Islam's Market Ideology: A Brief Outline."

[47] Alexander R . Arifianto, "Organisasi Dakwah Kampus Islam di Indonesia: Pengusung Moderasi Atau Radikalisme?," *Keamanan Asia* 15, no. 3 (2019): 1–20, https://doi.org/10.1080/14799855.2018.1461086.

[48] Adam Possamai et al., "Muslim Students' Cultural and Religious Experiences in City, Suburban and Regional University Campuses in NSW, Australia," *Journal of Higher Education Policy and Management* 38, no. 6 (2016): 637–48, https://doi.org/10.1080/1360080X.2016.1211950.

[49] Saibatul Hamdi, Munawarah Munawarah, and Hamidah Hamidah, "Revitalisasi Syiar Moderasi Beragama di Media Sosial: Gaungkan Konten Moderasi untuk Membangun Harmonisasi," *Intizar* 27, no. 1 (2021): 1–15, https://doi.org/10.19109/intizar.v27i1.8191.

[50] Dindin Solahudin and Moch Fakhruroji, "Internet and Islamic Learning Practices in Indonesia: Social Media, Religious Populism, and Religious Authority," *Religions* 11, no. 1 (2020): 1–19, https://doi.org/10.3390/rel11010019.

[51] Nadirsyah Hosen, "Online Fatwa in Indonesia: From Fatwa Shopping to Googling a Kiai," in *Expressing Islam: Religious Life and Politics in Indonesia* (Institute of Southeast Asian Studies, 2008), 159–73, https://doi.org/10.1355/9789812308528-013.

guidance that is genuinely followed or will be followed, as long as it does not conflict with the individual's political-economic interests.[52]

Conclusion

The form of crop-sharing contracts began to develop in Priangan in 1879. Its rise marked an increase in land ownership disparities. Issues of justice have always accompanied its existence over time. Similarly, in the current research area, which can be classified as a santri region, there are at least three common types of crop-sharing contracts: *nengah* (halving), *join* (joint financing), and *tumpangsari* (intercropping). Because all three reflect land ownership imbalances, traditional crop-sharing agreements have become a site of contestation regarding their legal validity under Islamic law. The emergence of terms commonly used in Islamic jurisprudence within this contestation can be considered part of the "sanctification." On the other hand, the diversity of positions on various forms of tenancy contracts, even within the ideological orientation group of santri, also signals a kind of pragmatism in selecting legal positions in the daily life of Muslim communities.

Several recommendations could be made regarding the issues surrounding traditional crop-sharing contracts, legal validity under Islamic law, and the evolving practices in regions like Priangan. Establishing clear legal frameworks that harmonize conventional practices with modern legal systems is essential. Governments should consult Islamic scholars, legal experts, and agricultural stakeholders to create laws reflecting legal and economic realities while respecting religious principles. Encouraging new agricultural practices, technologies, and cooperative farming models that reduce reliance on exploitative crop-sharing contracts can help alleviate some economic imbalances. Educating farmers and landowners on their rights and responsibilities under Islamic and national law can prevent disputes and ensure that all parties involved in these contracts are well-informed.[a]

Author Contribution Statement

Hazar Kusmayanti: Conceptualization; Data Curation; Formal Analysis; Investigation; Methodology; Validation; Writing Original Draft.

Indra Riswadinata: Data Curation; Validation.

[52] Shaheen Amid Whyte, "Islamic Religious Authority in Cyberspace: A Qualitative Study of Muslim Religious Actors in Australia," *Religions* 13, no. 1 (2022): 1–16, https://doi.org/10.3390/rel13010069.

Dede Kania: Data Curation; Visualization.

Hyun-Jun Kim: Formal Analysis; Visualization.

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