

Profit Sharing Mechanism in Muzara'ah Perspective of Wahbah Az-Zuhaili (Case Study of Potato Farming in Bener Meriah)

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Abstract

Muzara'ah is a form of agricultural cooperation between land owners and cultivators with the distribution of results based on the agreement of the parties. In potato farming in Bener Meriah Regency, the distribution of results is carried out by returning the seeds issued by the landowner first, then the rest of the crop is divided between the landowner and the cultivating farmer. This study aims to describe the concept of muzara'ah, analyze the practice of muzara'ah in potato farming in Bener Meriah Regency, and analyze the mechanism of profit sharing based on the perspective of Wahbah Az-Zuhaili. The method used is empirical research with qualitative, conceptual, and living case studies approaches. Primary data was obtained through interviews with landowners and cultivators, while secondary data was obtained through literature studies, especially Al-Fiqh al-Islami wa Adillatuh by Wahbah Az-Zuhaili. The results of the study show that the practice of muzara'ah in Bener Meriah Regency is generally carried out orally. Landowners provide land, seeds, and agricultural needs, while cultivating farmers provide energy and manage the land until harvest. In its implementation, the harvest is first used to return the seeds released by the landowner, then the rest of the crop is divided by a ratio of 1 / 2 between the two parties. The mechanism is not in accordance with the provisions of muzara'ah according to Wahbah Az-Zuhaili because the share of each party must be determined in the form of a ratio of the total harvest, not through the return of a certain number of seeds first. Thus, the mechanism of distributing the harvest in the practice of muzara'ah of potato farming in Bener Meriah Regency does not meet the provisions for the distribution of the harvest according to the perspective of Wahbah Az-Zuhaili.

INTRODUCTION

Agriculture is one of the sectors that plays a role in supporting the economy of rural communities in Indonesia, including people in Bener Meriah Regency, Aceh. For some local communities, agricultural activities are a source of livelihood, especially through the development of horticultural crops such as potatoes. In land management, limited land ownership and capital encourage cooperation between landowners and cultivator farmers using a pattern of profit sharing. From the perspective of Islamic law, this form of cooperation is known as the muzara'ah contract (Natassia & Efendi, 2025). This contract can be a form of economic cooperation that prioritizes justice, the spirit of mutual assistance, and the proportionate sharing of risks and results among the parties involved.

Terminologically, muzara'ah is cooperation in the field of agriculture between land owners and cultivating farmers based on an agreed division of responsibilities. Land owners provide land, seeds, fertilizers, and other production needs, while cultivators manage the land with their energy and skills until harvest. Agricultural products are then divided between the two parties based on an agreement. In fiqh muamalah, this cooperation is allowed as long as it meets the principles and requirements of sharia, such as the clarity of the object of the contract and the ratio of the distribution of the proceeds and does not contain elements of gharar and tyranny (Gojali & Setiawan, 2023).

The perspective used in this study is the thought of Wahbah Az-Zuhaili, a scholar and academic of Islamic law from Syria who has a wide interest in the study of fiqh, fiqh proposals, and contemporary Islamic law. Wahbah Az-Zuhaili was born in 1932 in Dair 'Atiyah, Syria, and died on August 8, 2015 in Damascus, Syria. He studied Islamic education and higher education in Syria and continued his studies at Al-Azhar University, Cairo, until obtaining a degree in sharia and a number of other scientific fields. He later became known as a prolific academic and writer in the field of Islamic law. One of his main works is *Al-Fiqh al-Islami wa Adillatuh*, a fiqh work that discusses various issues of Islamic law based on the postulates of sharia and the views of scholars. This work is the main reference in this research, especially in analyzing the provisions of the muzara'ah contract.

Wahbah Az-Zuhaili explained that muzara'ah is a form of productive cooperation that aims to create economic benefits for the community. According to him, the profit-sharing system must be based on the principles of justice and transparency so as not to harm one party. The distribution of revenue should not be determined in a fixed nominal, but must be in the form of a percentage of the harvest so that the risk is borne jointly (Zuhaili, 1985).

Several previous studies have examined the practice of Muzara'ah from various perspectives. Researchers (Rosmiyati and Maloko, 2021), for example, examined the implementation of the Muzara'ah contract in rice farming business from the perspective of sharia economic law. The results of the study show that the mechanism for sharing the proceeds has not been clearly regulated, so it has the potential to cause losses for one of the parties. Meanwhile, (Syaripudin, 2022) examined profit-sharing cooperation through the Muzara'ah contract in Jati Village, Garut. The study found that the implementation of the contract still has several weaknesses, especially in terms of clarity of land management and a pattern of revenue distribution that has not been arranged regularly.

In addition, previous studies have generally focused on the practice of muzara'ah on certain commodities and have not specifically discussed the mechanism of profit sharing in potato plantations based on the perspective of Wahbah Az-Zuhaili, especially in Bener Meriah Regency.

The novelty of this research lies in the effort to connect the concept of Muzara'ah in the study of fiqh with the practice of potato farming cooperation that takes place in Bener Meriah Regency. The focus of the research is specifically directed to the mechanism of profit distribution based on the perspective of Wahbah Az-Zuhaili. In addition to describing the implementation of the Muzara'ah contract in the community, this study also examines the process of distributing produce in more depth, starting from the mechanism of returning seeds or capital, the basis used in determining the results to be distributed, to the distribution of profits between land owners and cultivating farmers. Therefore, this study is expected to provide an empirical picture of the practice of Muzara'ah in potato farming business as well as assess its suitability with the provisions of fiqh stated by Wahbah Az-Zuhaili.

Based on this, this research is directed to answer three main problems, namely: first, how is the concept of muzara'ah in the perspective of fiqh muamalah; second, how is the practice of muzara'ah in potato farming in Bener Meriah Regency; and third, how the mechanism of profit sharing in the practice of muzara'ah in potato farming in Bener Meriah Regency is reviewed from the perspective of Wahbah Az-Zuhaili. These three problems are used as a basis for connecting the normative concept of muzara'ah with the reality of its implementation in the field.

This research aims to elaborate on the concept of muzara'ah, examine the practice of muzara'ah in potato farming in Bener Meriah Regency, and analyze the profit-sharing mechanism

carried out by the parties based on the perspective of Wahbah Az-Zuhaili. Academically, this research is expected to add to the treasure of the study of fiqh muamalah, especially regarding the application of muzara'ah contracts in the agricultural sector. Practically, the results of the research are expected to provide information and become a consideration for land owners and cultivator farmers in carrying out agricultural cooperation, so that the distribution of results is carried out clearly, proportionally, and in accordance with the principles of muzara'ah. This research is also expected to be a reference for further research on profit-sharing-based agricultural cooperation, especially on potato commodities in Bener Meriah Regency.

METHODS

This research uses empirical research with qualitative, conceptual, and *living case studies approaches*. Empirical research is used to obtain and analyze facts about muzara'ah practices in potato farming in Bener Meriah Regency through field research. This approach is used to directly understand the implementation of cooperation between land owners and cultivating farmers, including the form of agreement, the role of each party, the provision of seeds and production costs, land management, crop yields, and profit sharing mechanisms.

A qualitative approach is used to understand the practice of muzara'ah, especially the mechanism of profit sharing in potato farming in Bener Meriah Regency. In qualitative research, theory serves as a basis for understanding and analyzing the phenomena found, not solely to test previous theories. In this study, Wahbah Az-Zuhaili's thinking is used as an analytical knife to examine the suitability of the profit-sharing mechanism with the provisions of muzara'ah according to the perspective of profits (Ilhami & Nurfajriani, 2024).

The conceptual approach is used to understand the concept and principles of the muzara'ah contract in muamalah fiqh, especially the provisions regarding the sharing of proceeds or profits according to Wahbah Az-Zuhaili in the book *al-Fiqh al-Islami wa Adillatuh* (Erwin & Zuhri, 2026). The concept is used as the basis for an analysis of the profit-sharing mechanism found in practice. Thus, the conceptual approach serves to connect the facts found in the field with the concept of muzara'ah according to Wahbah Az-Zuhaili.

The *living case studies* in this study are focused on the practice of Muzara'ah which takes place in real life in potato farming in Bener Meriah Regency. *Living case studies* are used to obtain an in-depth picture of the cooperation mechanism between land owners and cultivating farmers, starting from the form of agreement, the contribution of each party, the provision of seeds and production costs, land management, crop yields, to the mechanism of profit sharing (Siregar & Permata, 2023). The findings regarding this practice are then analyzed based on the concept and provisions of muzara'ah in the perspective of Wahbah Az-Zuhaili.

This study uses two types of data sources, namely primary data and secondary data. Primary data was obtained through interviews with land owners and cultivators who carry out muzara'ah cooperation in potato farming in Bener Meriah Regency. The data obtained included the form of cooperation, responsibilities and contributions of the parties, the provision of seeds and production costs, harvests, and the mechanism of profit sharing. The secondary data was collected through literature studies from various relevant literature, such as the book *al-Fiqh al-Islami wa Adillatuh* by Wahbah Az-Zuhaili, the Qur'an, hadiths, jurisprudence, books, scientific journals, and other sources that discuss the muzara'ah contract and the mechanism of sharing the proceeds according to Islamic law.

The research data was collected using two techniques, namely interviews and literature studies (Juliani & Syahbudin, 2025). Interviews were used to explore information related to the implementation and profit-sharing mechanism in the practice of muzara'ah. The literature study was carried out through the search and review of various literature that was relevant to the problems in the research. The data from the interview results were then analyzed by comparing them to the concept and provisions of the muzara'ah contract according to Wahbah Az-Zuhaili so that conclusions were reached about the mechanism of profit sharing in the practice of muzara'ah and its suitability with the perspective of Wahbah Az-Zuhaili (Kriyantono, 2022).

RESULTS AND DISCUSSION

A. The Concept of Muzara'ah

Etymologically, the term al-Muzara'ah is used to refer to agricultural cooperation carried out through land management with a pattern of yield sharing. This term is related to farming activities and the process of planting seeds in agricultural businesses. Terminologically, Muzara'ah is a cooperation agreement between land owners and cultivating farmers, where the owner provides land and agricultural capital in the form of seeds and production costs, while the cultivator is in charge of processing and caring for the crops until harvest. The harvest is then distributed to both parties according to a predetermined agreement. (Hani, 2021).

The terminology of muzara'ah in the book *Al-Fiqh Islam Wa Adillatuhu* by Wahbah Az-Zuhaili is:

أولاً. تعريف المزارعة : المزارعة لغة . مفاعلة من الزرع : هو الإنبات . وشرعاً : عقد على الزرع
ببعض الخارج . وعرفها المالكية : بأنها الشركة في الزرع . وعرفها الحنابلة بأنها : دفع الأرض إلى من
يزرعها أو يعمل عليها ، والزرع بينهما .
وتسمى أيضاً المخابرة (من الخبر : وهي الأرض اللينة) ، والمحاقلة ، ويسمونها أهل العراق : القراح .
ووصف الشافعية المخابرة بأنها : عمل الأرض ببعض ما يخرج منها ، والبذر من العامل . والمزارعة : هي المخابرة
، ولكن البذر فيها يكون من المالك .

First: Etymologically, muzara'ah comes from the word زرع (zar') which means to plant or grow. In the provisions of the sharia, muzara'ah is understood as a contract of cooperation in farming in exchange for a certain part of the harvest of the Maliki school views muzara'ah as a form of cooperation (*shirkah*) in agricultural activities. Meanwhile, the Hambali school interprets it as the handing over of a piece of land to another party to be planted or managed on the condition that the proceeds are shared between the two parties. Muzara'ah is also called mukhabarah, which is related to the term al-Khabaar which means loose land, as well as al-Muhaaqalah. In Iraqi society, the contract is known as *al-Qaraah*. According to the Shafi'iyah madhhab, *al-Mukhabarah* is a cooperation in land management with the distribution of part of the crop, while the seeds come from cultivators. As for muzara'ah, the provisions are similar, but seeds are provided by the landowner.

The Rukun Muzara'ah consists of several elements that must be fulfilled in order for the contract to be declared valid. These elements include:

1. Landowners
2. Cultivator farmer
3. The object in the muzara'ah contract is in the form of land benefits and the results of the cultivator's work.
4. Ijab qabul (Hamid & Yuha, 2021)
Ijab and qabul are realized through an agreement between the landowner and the cultivating farmer. The landowner hands over the management of the land on the condition that he obtains a certain part of the crop, for example 1/2, 1/3, or 1/4 according to the agreement. The cultivator then declares his acceptance or approval of the contract (Zuhaili, 1985).

In addition to getting along, muzara'ah also has a number of conditions that must be met, namely:

- a. Regarding *'aqidain*, namely the two parties who carry out the contract, must have reason as one of the requirements for proficiency in performing legal acts (Hidayatullah & et al., 2022).
- b. Planting conditions require that the type of seeds used be clearly known, considering that each plant has different characteristics and needs in the planting process (Arianti, 2023).
- c. The condition for something to be planted, namely the cultivated plant must be a type of plant that can grow and develop through the management and cultivation process carried out.
- d. Conditions related to harvesting:
 - i. The harvest that is the object of distribution must be clearly determined in the contract. This clarity is needed because the harvest serves as compensation for the parties involved. If the results to be distributed are not explained definitively, then the contract has the potential to contain ambiguity (*gharar*) that can cause the contract to become invalid.
 - ii. The harvest must be a share that is jointly obtained by both parties based on the agreement. Thus, the contract is invalid if all the harvest is determined to belong only to one party so that the other party does not get a share.
 - iii. The amount of distribution of harvest must be clearly determined from the beginning of the contract, for example 1/2, 1/3, 1/4, or other agreed percentages. This determination aims to avoid disputes and uncertainties in the implementation of the contract in the future.
 - iv. The share received by each party must be a certain proportion of the total harvest obtained. Thus, the distribution of yields should not be determined in a fixed amount, such as four muds or based on the number of seeds planted. This kind of provision is considered invalid because it has the potential to cause injustice if the harvest obtained is only the amount that has been determined (Zuhaili, 1985).
- e. The land that is the object of muzara'ah must meet several conditions, namely feasible and productive to be planted, clearly known by the parties, and completely handed over to the cultivator (*at-takhliyah*). If the land does not allow for agricultural activities, such as soil that contains high salt content or is always

muddy, then muzara'ah is invalid. In addition, clarity about land is needed to prevent disputes, and its management must be fully in the hands of cultivators without the intervention of the landowner (Hasanah, Prakarsa & Dania, 2022).

- f. The object of cooperation must be in the form of agricultural activities in accordance with the sharia and applicable customs. Cooperation can be carried out with seeds provided by land owners or by cultivators according to the agreement. These activities must also be directly related to agricultural businesses. Thus, muzara'ah is invalid if the provision of seeds is not in accordance with the agreement or the work done is not an agricultural activity (Zulhanif & Raus, 2023).
- g. Equipment and facilities used in land cultivation, such as animals for plowing and other agricultural tools, are included in the contract indirectly and not as the main object of the contract. If the equipment is actually part of the contract that is specifically intended in the contract, then Muzara'ah is invalid.
- h. The period of implementation of muzara'ah must be determined clearly and reasonably so that the parties know the limits of cooperation. The set period must also allow cultivators to manage the land until the harvest period. If the period is unclear or unrealistic, then muzara'ah becomes invalid. However, there are opinions that allow muzara'ah without a detailed determination of time, which in practice applies to one planting period (Zuhaili, 1985).

Regarding crop failure, Wahbah Az-Zuhaili explained as follows:

فإن لم تخرج الأرض شيئاً ، فلا شيء لواحد من العاقدین علی الآ خر ، أما إنه لا شيء للعامل ، فلأنه مستأجر ببعض الخارج ، ولم يؤجد .

If the land does not produce a crop, neither party gets any share and there is no obligation for one party to compensate the other. The cultivator also does not get a reward because the compensation is in the form of a part of the crop, while the crop does not exist (Zuhaili, 1985).

Muzara'ah has several legal foundations, namely:

1) The Qur'an

Q.S Al-Maidah verse 2:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

It means: "Help yourselves in (doing) virtue and piety, and do not help each other in committing sin and enmity. Fear Allah, indeed Allah is very severe in His punishment". (Ministry of Religion of the Republic of Indonesia).

This verse affirms the command of Allah SWT. for humans to help each other in doing good. This value is in line with the implementation of Muzara'ah which is based on the principle of helping and is expected to provide benefits for both parties involved in the contract.

2) Hadith

حَدَّثَنَا مُوسَى بْنُ إِسْمَاعِيلَ حَدَّثَنَا جُوَيْرِيَةُ عَنْ نَافِعٍ عَنْ عَبْدِ اللَّهِ عَنِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ خَيْرَ الْيَهُودِ أَنْ يَعْمَلُوهَا وَيَزْرَعُوهَا وَلَهُمْ شَطْرُ مَا يَخْرُجُ مِنْهَا رَوَاهُ الْبُخَارِيُّ

Meaning: Narrated to us [Musa bin Ismail]: Narrated to us [Juwayriyah] from [Nafi'] from 'Abdullah (may Allah be pleased with him), he said: The Prophet (peace and blessings of Allaah be upon him) once gave the Jews the right to manage the land of Khaibar, the way for them to manage it, they planted it, and they got half of the crops. (HR. Bukhari) (Rahmad, 2022)

The hadith explains that the Prophet Muhammad (peace and blessings of Allaah be upon him) handed over the land of Khaibar to the Jewish community to be managed and planted on the condition that the harvest was divided according to an agreement. Some of the proceeds were given to cultivators and some became the rights of the landowners. This shows the practice of agricultural cooperation with a system of distribution of produce.

وَحَدَّثَنَا عَبْدُ بْنُ حُمَيْدٍ حَدَّثَنَا مُحَمَّدُ بْنُ الْفَضْلِ لَقَبُهُ عَارِمٌ وَهُوَ أَبُو النُّعْمَانِ السَّدُوسِيُّ حَدَّثَنَا مُحَمَّدُ بْنُ مَيْمُونٍ حَدَّثَنَا مَطَرُ الْوَرَّاقِ عَنْ عَطَاءٍ عَنْ جَابِرِ بْنِ عَبْدِ اللَّهِ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ مَنْ كَانَتْ لَهُ أَرْضٌ فَلْيَزْرِعْهَا، فَإِنْ لَمْ يَزْرِعْهَا فَلْيُزْرِعْهَا أَخَاهُ رواه مسلم

Meaning: Narrated to us [Abd bin Humaid] narrated to us [Muhammad bin Fadll] who had the name 'Arim, he was Abu An Nu'man As Sadusi, narrated to us [Mahdi bin Maimun] narrated to us [Matbar Al Warraq] from ['Atha'] from [Jabir bin Abdullah] he said: The Messenger of Allah (peace and blessings of Allaah be upon him) said: "Whoever owns land, let him plant it, if he is not able to cultivate it himself, let his brother cultivate it." (HR. Muslim) (Cahara & Tarigan, 2025)

The hadith contains recommendations that the land owned by a person be used productively and not left abandoned. If the landowner is not able to manage it himself, then he is encouraged to hand it over to someone else who is able to cultivate it. Thus, this hadith shows the importance of the use of agricultural land and the principle of helping in the field of agriculture, which is one of the basis of agricultural cooperation abilities such as the muzara'ah contract.

B. Muzara'ah Practice in Potato Farming in Bener Meriah

The practice of Muzara'ah in Bener Meriah Regency is an agricultural cooperation between landowners and cultivating farmers. Landowners provide soil, seeds, fertilizers, and other cultivation needs, while cultivators play a role in providing energy, time, and skills to manage land until harvest time (Haska & Zulham, 2022).

The muzara'ah contract is generally carried out orally based on the agreement of both parties. The landowner provides the land and the necessary means of production, while the cultivator is responsible for all cultivation activities, from tillage, planting, maintenance, to the harvesting process. Its implementation in Bener Meriah Regency is generally based on beliefs, family relationships, and the habits of the local community. This cooperation system has been applied for generations and is part of the agricultural tradition that is still maintained today.

The contract that is commonly used by farmers in Bener Meriah is carried out simply by using the local language. The landowner offers cooperation to the cultivator farmers by providing land, seeds, and capital, while the management of the farm is completely left to the cultivator. The two parties agree that the seed capital spent by the owner is first returned through the harvest. After the capital is returned, the remaining crop is divided between the landowner and the cultivator with a ratio of 1/2 according to the agreement. During the process, the cultivator is

responsible for managing agricultural activities, starting from land cultivation, planting, maintenance, to harvesting.

The seeds used in potato farming in Bener Meriah are the Granola variety, because according to farmers this variety is considered the most suitable for the agroclimatic conditions of the Gayo highlands, especially in the Bener Meriah Regency area, so that it is able to provide more optimal results than other varieties.

Before the planting process is carried out, potato seeds are prepared by storing them in a cool place to maintain their quality until planting time. Next, the land management process begins with tillage using a hoe until it reaches a depth of about 30 cm. After that, the land is formed into a bed with a width of about 60 cm. The next stage is the application of basic fertilizer or compost to the cultivated land, then the fertilizer is mixed evenly with the soil in preparation before planting. The next stage is the installation of mulch which aims to maintain soil moisture, reduce weed growth, and help maintain the nutrients that have been provided.

After about a week, when the soil condition is considered ready, the potato seeds are planted into the hole with the bud position pointing upwards. Furthermore, cultivator farmers carry out routine maintenance through monitoring plant growth, fertilization, and pest and disease control according to the age of the plant or commonly called the Day After Planting (HST). From the planting process to the harvest period, potato cultivation generally takes 3-4 months.

The risk of crop failure in potato farming in Bener Meriah Regency can occur due to various factors. First, poor seed quality, such as seeds that are not old enough or do not meet planting standards. Second, uncertain weather conditions, such as continuous exposure to heat or excessive rainfall. According to farmers, potato plants need balanced weather conditions, namely getting enough sunlight and not too high rainfall so that they can grow properly.

The risk of the harvest obtained not being as expected or even experiencing losses, the practice that occurs in the field shows that the landowner continues to give a share of the yield to the cultivator. Even though the harvest is not able to cover all the capital that has been spent, the distribution of the yield is still carried out between the two parties. This is based on the consideration that the cultivator has exerted his energy, time, and expertise during the cultivation process until harvest.

There are several factors that cause land owners to use muzara'ah contracts in their agricultural management, including:

1. Busyness

This was conveyed by Mr. Hamdani, he chose to use the Muzara'ah system because his busyness made him unable to manage agricultural land directly. Cooperation with cultivator farmers is considered a solution so that their land remains productive without having to manage it themselves. In addition, this cooperation can also be a means to help brothers who have farming skills, but do not have land to manage.

2. Efficiency

Efficiency considerations were conveyed by Mr. Adi as one of the reasons for using the Muzara'ah contract. He admitted that he did not have enough manpower and experience to supervise the entire agricultural process. Therefore, land management is entrusted to farmers who understand the technical aspects of potato cultivation better. The distribution of proceeds is carried out in accordance with the agreement that has been agreed before planting activities begin. In practice, there have been obstacles in the form of inconsistencies in the form of inconsistencies between the

amount of crop yields reported and the expected yields that should be obtained. This condition sometimes raises questions from the land owners.

3. Land Utilization

Busyness is one of the factors for Mrs. Raudhah to choose the Muzara'ah contract in managing her land. This condition occurs because her busyness as a teacher causes limited time to manage the land directly. With the muzara'ah contract, the land can still be used properly. This cooperation provides benefits for both parties, namely Mrs. Raudhah gets results from her land, while the cultivator farmer gets a job and income.

There are several factors behind cultivating farmers working together with land owners, including:

1. Limitations of Land Ownership

The limited land he owns is one of the reasons why Mr. Adi participated in muzara'ah cooperation. He still wants to carry out agricultural activities even though he does not have his own land. His farming skills can be used through cooperation with land owners, so that he still gets a share of the harvest. For Mr. Adi, this cooperation is one of the main sources of income in meeting the needs of his family.

2. Capital Limitations

Limited capital is the reason why Mr. Wen chose to work as a cultivator on other people's land. The inability to provide adequate capital made him unable to manage the land independently. Through Muzara'ah's cooperation, he received a share of the harvest in exchange for the energy and time given from the planting process to harvest. The income was used to meet the needs of his household and family life.

3. Utilization of Farming Skills

Skills and experience in managing potato plants are one of the reasons why Mr. Amir collaborates with muzara'ah. This was conveyed by Mr. Amir who still wants to be involved in agricultural activities even though he does not have sufficient land or capital. The capital required in planting potatoes is quite large and there is a risk of crop failure. Cooperation with land owners provides an opportunity for Mr. Amir to utilize his skills and experience in managing potato crops while earning income from crops.

Then there are three other farmers who do not apply muzara'ah in their agricultural activities. This is because they manage and run agricultural businesses independently, so that all profits obtained from the harvest become theirs without having to be shared with other parties.

Based on the information of the informants, the number of potato farmers in Bener Meriah Regency is relatively small compared to coffee farmers. This condition is influenced by the number of people who choose to cultivate coffee plants as a source of livelihood. Therefore, the number of farmers who cultivate potatoes is relatively less than coffee farmers in Bener Meriah Regency.

C. The Mechanism of Profit Sharing of Muzara'ah in Bener Meriah Perspective of Wabbah Az-Zuhaili

The use of the profit-sharing mechanism in potato farming cooperation in Bener Meriah Regency is carried out with a profit-sharing pattern between land owners who provide capital and cultivators who provide energy and skills to manage land. In its implementation, land owners usually bear the provision of land, seeds, fertilizers, and other cultivation needs, while cultivators

carry out all stages of agriculture, starting from land cultivation, planting, maintenance, to harvesting.

Based on the findings of the research, the indirect harvest is divided entirely between the two parties. After harvesting, the amount of yield is first calculated, then part of it is used to return the seed capital incurred by the land owner. The return can be in the form of potatoes according to the number of seeds given or money with an adjusted value based on the price of the seeds. After the seed capital is returned, the remaining crop is then divided between the landowner and the cultivating farmer by 1/2 each based on the agreement from the beginning of the contract.

As an example of a case that occurs:

1. Muzara'ah between HM landowner and cultivator with AD initials

In the first case example, the landowner spent 600 kg of seed with a value of IDR 9,000,000 and the cost of fertilizer and other agricultural needs of IDR 6,000,000, so that the total capital spent reached IDR 15,000,000. Harvest will be carried out in December 2024 with a yield of only 350 kg. At the time of harvest, the selling price of potatoes is IDR 8,000 per kg, so the total value of the harvest reaches IDR 2,800,000. In the practice applied in Bener Meriah Regency, the harvest is first intended for the return of seeds issued by the landowner. In this case, the harvest that only reaches 350 kg is not able to cover the number of seeds of 600 kg. As a result, the distribution of the harvest according to the initial agreement could not be fully implemented. This situation shows that the harvest is not enough to return the seed capital belonging to the land owner. Nevertheless, the landowner still gives part of the harvest to the cultivator as a form of wisdom and appreciation for the energy, time, and effort that has been given during cultivation activities.

2. Muzara'ah between the land owner of the Army and the cultivator of the Indonesian

The second case occurred in planting potatoes on an area of 4,375 m² or about 7 rations using 1 ton of seeds. The landowner spent IDR 15,000,000 on the purchase of seeds and IDR 10,000,000 for fertilizer and other agricultural needs. The total capital spent reached IDR 25,000,000. The harvest will be carried out in November 2024 with a yield of 2 tons of potatoes. The harvest of 2 tons is used to return 1 ton of seeds to the land owner in accordance with the agreement. The remaining harvest of 1 ton or 1,000 kg is sold at a price of IDR 10,000 per kilogram and produces IDR 10,000,000. The distribution of sales proceeds is carried out equally with a share of 1/2 each. The landowner received Rp5,000,000 and the cultivator farmer received Rp5,000,000. The landowner in this case received back 1 ton of potatoes as a return of seeds and Rp5,000,000 from the distribution of the proceeds of the sale of the remaining harvest. The cultivator farmer received Rp5,000,000 from the sale of the remaining harvest after returning the seeds to the land owner.

3. Muzara'ah between IR land owners and AR cultivators

The third case occurred in planting potatoes on an area of 0.5 hectares or 5,000 m² or about 8 chains using 1 ton of seeds. Land owners spent IDR 25,000,000 on the purchase of seeds and IDR 20,000,000 on fertilizer and other agricultural needs. The total capital spent reached IDR 45,000,000. The harvest will be carried out in February 2025 with a yield of 12 tons of potatoes. The harvest of 12 tons was sold at a price of IDR 11,000 per kilogram, resulting in a sales result of IDR 132,000,000. The return of seed capital was made in the form of money according to the value of the seeds at the time of capital

expenditure, which was IDR 25,000,000. The rest of the proceeds of the sale after the return of seed capital amounted to IDR 107,000,000. The amount was then distributed to the landowner and cultivator farmers based on a ratio of 1/2 : 1/2. The landowner received IDR 53,500,000 and the cultivator farmer received IDR 53,500,000. The landowner in this case received IDR 25,000,000 as a return of seed capital and IDR 53,500,000 as part of the remaining sales proceeds. Cultivating farmers received Rp53,500,000 as part of the sale proceeds after the return of seed capital.

Based on these three case examples, it can be understood that the profit-sharing mechanism in the practice of muzara'ah in Bener Meriah Regency always begins with the return of seeds to the land owner. If the harvest is not able to return all the seeds that have been issued, the cooperation suffers losses so that the land owner has not recovered all the seed capital. Nevertheless, cultivating farmers are still given a portion of the harvest as a form of the land owner's discretion for the energy, time, and effort that has been poured during the cultivation process. If the harvest has been able to return the seeds, the rest of the crop is then divided according to the ratio that has been agreed between the landowner and the cultivator. The larger the harvest obtained, the greater the profit received by both parties after the seeds are returned to the land owner.

A comparison of the three cases shows that the return of seeds before the distribution of the harvest has an effect on the share received by each party. If the yield is low, the cultivator is at risk of not getting the share or only receiving the share at the discretion of the landowner. When the harvest has been able to return the seeds, the profits obtained by the parties still depend on the amount of remaining harvest available for distribution. Conversely, when the harvest is abundant, both parties get a greater profit, even if the landowner first receives the return of the seeds before the distribution of the proceeds. This condition suggests that the mechanism of returning seeds before the distribution of the proceeds can affect the balance of profit sharing received by the parties.

According to Wahbah Az-Zuhaili, the share received by each party in the muzara'ah contract must be determined in the form of a proportion (*ratio*) of the total harvest. The distribution of the harvest should not be determined in a fixed amount or associated with a certain amount, including based on the number of seeds planted. Each party gets a share according to the agreed ratio of the total harvest.

This is in accordance with the conditions mentioned in the book Wahbah Az-Zuhaili, namely:

أن يكون الناتج جزءا مشاعا بين العاقدين ، فلو شرط لأحدهما مقدار معلوم كأربعة أمداد أو بقدر البذر ، لم يصح العقد ، لجواز ألا ينتج إلا ذلك القدر .

The share received by each party must be a certain proportion of the total harvest obtained. Thus, the distribution of yields should not be determined in a fixed amount, such as four muds or based on the number of seeds planted. This kind of provision is considered invalid because it has the potential to cause injustice if the harvest obtained is only the amount that has been determined (Zuhaili, 1985).

Based on this description, the mechanism for distributing the proceeds applied in potato farming cooperation in Bener Meriah Regency, namely by returning seed capital to the landowner

before the remaining harvest is divided, is not in accordance with the provisions of the muzara'ah contract and is considered a damaged and invalid contract as explained by Wahbah Az-Zuhaili. From the perspective of fiqh, the rights of each party should be determined in the form of a ratio or proportion of the total harvest, not by stipulating the return of a certain number of seeds or certain parts that are fixed. The mechanism of returning seeds before the distribution of proceeds has the potential to affect the balance of profit sharing, especially if the harvest is insufficient to return all the seeds that have been issued or when the landowner gets a larger share than the cultivator farmer.

CONCLUSION

Based on the findings of the research, muzara'ah according to Wahbah Az-Zuhaili can be understood as an agricultural cooperation contract between land owners and cultivators in exchange for a certain part of the harvest. The distribution of the proceeds must be determined in the form of ratios, such as $1/2$, $1/3$, $1/4$, or other proportions agreed upon from the beginning of the contract. Thus, the profits and risks are borne proportionally by both parties based on the overall crop yield, without prioritizing the return of seed capital. In the event of crop failure, each party bears the risk in accordance with the provisions of the contract and is not obliged to compensate the other party. The implementation of muzara'ah in Bener Meriah Regency generally takes place orally based on community beliefs and habits. The landowner provides land, seeds, and other agricultural needs, while the cultivator farmer is in charge of managing and caring for the land until harvest. After harvesting, the proceeds obtained are first used to return the seed capital from the land owner, then the remaining proceeds are distributed to both parties based on an agreement. However, the mechanism of distributing the proceeds by returning the seed capital to the landowner before the remaining harvest is divided is not in accordance with the provisions of the muzara'ah contract according to Wahbah Az-Zuhaili. The distribution of proceeds should be determined based on the ratio of the total harvest, not by stipulating the return of a certain number of seeds or a certain portion of the property. Therefore, the mechanism does not meet the provisions of the revenue sharing in the muzara'ah contract and the contract is considered invalid (*fasid*) according to Wahbah Az-Zuhaili's perspective.

REFERENCES

- Ali, M., Gojali, D., & Setiawan, I. (2023). *Sharia Economic Law (Analysis Fiqh and Sharia Economics)*. Depok: PT Rajagrafindo Persada.
- Arianti, D. (2023). Cooperation Agreements in the Field of Agriculture and Plantations in Islam. *Journal of Halal and Tourism Management Studies*, 7(1).
- Az-Zuhaili, W. (1985). *Al-Fiqh Al-Islami Wa Adillatuhu*. Damascus: Dar Al- Fig.
- Basri, H., & Rajab, M. A. (2024). Research Methodology: Qualitative, Quantitative, and Mixed Approaches. Field: UME Publishing.
- Da Cahara, & Tarigan, T. M. (2025). Determination of Building Use Rights Land as an Object of Abandoned Land Management: Maslahah Mursalah Perspective. *Journal of Islamic Law Studies*, 15(1).
- Erwin, & Zuhri, A. (2026). BKM's Accountability Regarding Mosque Caretaker Wages That Do Not Conform To The Agreement: Imam Shafi'i's Perspective (Case Study Of The Muslim

- Mandala Mosque). *Al-Kharaj: Journal Of Islamic Economic And Business*, 8(1).
- Hamid, A. M., & Yuha, N. (2021). Analysis of Islamic Economic Principles on Cooperative Practices in Rice Field Management. *ADILLA: Journal of Sharia Economics*, 4(1).
- Hunt, U. (2021). *Fiqh Muamalah*. Banjarmasin: Islamic University of Kalimantan Muhammad Arsyad Al-Banjary.
- Hasanah, U., Prakarsa, Z. E., & Dania, D. R. (2022). Mechanism of Agricultural Cooperation (Akad Muzara'ah) Between Land Owners and Cultivators in Benua Ratu Village, Luas District, Kaur Regency, Bengkulu. *Studia Economica: Journal of Islamic Economics*, 8(2).
- Haska, J., & Zulham. (2022). Farmers' Accountability to Land Owners for Default in Muzara'ah KHES Perspective: A Study in Sei Beanchor Village, Batu Bara Regency. *Al-Mashlahah: Journal of Islamic Law and Islamic Social Institutions*, 10(2).
- Hidayatullah, M. A., Rahmatullah, S. (2022). Economic Culture: The Practice of the Muzara'ah Contract Perspective of Islamic Economic Ethics in Tangsil Kulon Village, Tenggara District, Bondowoso Regency. *Journal of Economic and Banking Studies*, 6(2).
- Ilhami, M. W., Nurfajriani, W. V., Mahendra, A., Sirodj, R. A., & Afgani, M. W. (2024). Application of Case Study Methods in Qualitative Research. *Scientific Journal of Educational Institutions*, 10(9).
- Juliani, & Syahbudin. (2025). *Qualitative Research Methods: A Study of Theory and Practice*. Medan Sunggal: CV Merdeka Kreasi Group.
- Kriyantono, R. (2022). *Practical Techniques for Quantitative and Qualitative Communication Research*. Jakarta: Kencana.
- Lajnah Pentashihan Mushaf Al-Qur'an. (n.d.). Qur'an Ministry of Religion: Surah Al-Ma'idah. Ministry of Religious Affairs of the Republic of Indonesia. <https://quran.kemenag.go.id/quran/per-ayat/surah/5?from=1&to=120>
- Natassia, P., & Efendi, R. (2025). *Distribution Model in Aqad Mukhabarah: A Case Study of Two Landowners in North Padang Lawas*. JSPM, 6(1).
- Rahmat. (2022). The Construction of the Nusantara Economic Family in Ahmad Basi's Book "Islam Nusantara". *TAHDIS: Hadith Thought Study*, 13(1).
- Rosmianti, & Maloko, M. T. (2021). Akad Muzara'ah Agriculture in the Perspective of Sharia Economic Law. *El-Iqtishady: Journal of Sharia Economic Law*, 3(2).
- Siregar, W. P. H., & First, C. (2023). Legal Analysis of the Exoneration Clause in the Laundry Memorandum in Padang Hilir District, Tebing Tinggi City, Wahbah Az-Zuhaili Perspective. *Journal of Islamic Law and Social Institutions*, 5(1).
- Syaripudin, E. L. (2022). Profit Sharing Cooperation Transactions in Contracts Muzara'ah (Case Study in Jati Village, Taragong Kaler Garut District). *Shidqia Nusantara: Journal of Sharia Finance and Banking*, 1(1).
- Wiraguna, S. A. (2024). Normative and Empirical Methods in Legal Research: An Exploratory Study in Indonesia. *Public Sphere: Journal of Socio-Political, Government and Law*, 3(3).
- Zulhanif, N., & Raus, A. (2021). Implementation of Muzara'ah Profit Sharing Agreement in Jorong Sawah Kareh Nagari Balimbing According to Muamalah Fiqh. *JISRAH: Journal of Sharia Science Integration*, 2(2).