

Examining the Synthesis of Islamic Commercial Principles and Local Customary Practices: A Case Study of *Nyambut Sawah* Traditions in Tejamari, Banten

Jamaluddin,^{1*} Milatul Hayat,¹ Masduki,¹ Oom Mukarromah,¹ Jamaludin²

¹UIN Sultan Maulana Hasanuddin, Banten, Indonesia

²Institut Ummul Quro Al-Islami, Bogor, Indonesia

*Correspondence: jamaluddin@uinbanten.ac.id

Received: 21-11-2023 | Revised: 29-01-2024, 20-02-2024 | Accepted: 29-02-2024

Abstract

The influence stemming from the intersection of local traditions and religious percept manifests itself in the practice of *nyambut sawah* (paddy cultivation) among the Tejamari community. This practise resembles the utilisation of agricultural land (*muzāra'ah*) in Islamic commercial law (*fiqh mu'āmalah*), wherein landowners provide agricultural land to cultivators for cultivation with a profit-sharing system. This article aims to analyse the extent to which the practice of *nyambut sawah* adopts the principles of Islamic commercial law. This study employs a normative-empirical approach, conducting observations and interviews with eighteen informants. The research finds that the *nyambut sawah* tradition practiced by the Tejamari community reflects the *muzāra'ah* contract in *fiqh mu'āmalah*. The *muzāra'ah* contract is reflected in five models of profit-sharing systems, wherein the division of tasks, responsibilities, profits, and risks has been mutually agreed upon. Despite differences in opinion regarding the responsibility for the cost of rice milling (*ngeprik padi*), this practice still maintains values of mutual assistance between landowners and cultivators in overcoming economic difficulties. This article argues that local traditions and religious values can together provide solutions for the sustainability of agricultural activities.

[Pengaruh interaksi tradisi lokal dengan agama tampak dalam praktik nyambut sawah di kalangan masyarakat Tejamari. Praktik ini menyerupai pemanfaatan lahan pertanian (*muzāra'ah*) dalam fikih muamalah, di mana pemilik tanah menyediakan lahan pertanian kepada penggarap untuk ditanami dengan sistem bagi hasil. Artikel ini bertujuan untuk menganalisis sejauh mana praktik nyambut sawah mengadopsi prinsip-prinsip hukum bisnis Islam. Studi ini menggunakan pendekatan normatif-empiris, melakukan observasi dan wawancara dengan delapan belas informan. Penelitian menunjukkan bahwa tradisi nyambut sawah yang dipraktikkan oleh masyarakat Tejamari mencerminkan kontrak *muzāra'ah* dalam fikih muamalah. Kontrak *muzāra'ah* tercermin dalam lima model sistem bagi hasil, di mana pembagian tugas, tanggung jawab, keuntungan, dan risiko telah disepakati secara bersama. Meskipun terdapat perbedaan pendapat mengenai tanggung jawab atas biaya ngeprik padi (*penggilingan padi*), praktik ini tetap mempertahankan nilai-nilai saling tolong-menolong antara pemilik lahan dan penggarap dalam mengatasi kesulitan ekonomi. Artikel ini berargumen bahwa tradisi lokal dan nilai-nilai agama dapat bersama-sama memberikan solusi untuk keberlanjutan kegiatan pertanian.]

Keywords: Islamic Commercial Law, Local Tradition, *Muzāra'ah*, *Nyambut Sawah*, Paddy Cultivation.

Introduction

Historically, the interaction between Islam and indigenous culture in Indonesia has demonstrated a dynamic interplay.¹ Since Islam's introduction to the Nusantara during the seventh century, local communities have adeptly preserved their entrenched customs amidst the advent of the new faith. Notably, certain indigenous practices have assimilated elements from pre-existing religions such as Hinduism and Buddhism,² predating the arrival of Islam. As a comparatively recent entrant into the region's religious landscape, Islam has demonstrated a remarkable capacity to reconcile its teachings with local customs while preserving its distinct theological tenets.³ This process has engendered the development of unique cultural traditions within local communities, exerting a discernible influence across various facets of societal life.⁴ Within Javanese society, characterised by the observance of traditional and Sufi-inflected Islam, a conducive environment exists for the assimilation, internalisation, and adaptation of Islamic jurisprudence alongside indigenous customs and norms.⁵ Consequently, the symbiotic relationship between Islam and indigenous culture has yielded distinctive cultural practices across diverse spheres,⁶ including the economic domain.

One of the interactions between Islam and Javanese culture within the economic domain manifests in the phenomenon known as *nyambut sawah* (paddy cultivation), observed in Tejamari, Serang, Banten. *Nyambut sawah* denotes a cooperative agricultural management system between landowners and cultivators, wherein landowners allocate agricultural land to cultivators under a profit-sharing arrangement derived from agricultural yields.⁷ This modality bears resemblance to the contractual framework governing agricultural land utilisation, known as *muzāra'ah*, as stipulated in Islamic commercial law (*fiqh mu'āmalah*). Notably, this system finds prevalence among cultivators burdened by debt to the landowner. Despite the landowners' cognizance of the cultivators' lack of capital, they solely provide the land, absolving themselves of the cultivation expenses, which are then levied upon the cultivators. This customary practice endures until such time as the cultivators liquidate their debts to the landowner.⁸ Although integral to the economic fabric of the Tejamari community, this practice frequently overlooks the social responsibilities incumbent upon landowners towards cultivators. Consequently, undertaking research to elucidate the compatibility of this practice with Islamic legal precepts assumes paramount importance.

¹ Muhammad Ali, "Muslim Diversity: Islam and Local Tradition in Java and Sulawesi, Indonesia," *Indonesian Journal of Islam and Muslim Societies* 1, no. 1 (June 1, 2011): 1–35.

² M. Ghufron Zainul Alim, "Ḥarakāt al-Ṭawā'if al-Bāṭiniyah al-Indūnīsīyah Qabla Indiwā'iha That Ri'āyati al-Tarbiyah wa al-Thaqāfah," *Studia Islamika* 2, no. 2 (1995): 147–63.

³ See: Kunawi Basyir, Abdul Kadir Riyadi, and Loekisno Choiril Warsito, "Islamic Genetics in Indonesia: Tracking the Hindu-Islamic Dialogue Concerning the Growth and Development of Javanese Islam," *Religio Jurnal Studi Agama-Agama* 13, no. 1 (March 1, 2023): 1–19; Muhammad Arifin, Irwan Abdullah, and Atik Tri Ratnawati, "Contestation between Puritan Islam and Kejawen in the Urban Yogyakarta of Indonesia," *Al-Albab* 8, no. 2 (December 30, 2019): 193–210.

⁴ Noor Cholis Idham, "Javanese Islamic Architecture: Adoption and Adaptation of Javanese and Hindu-Buddhist Cultures in Indonesia," *Journal of Architecture and Urbanism* 45, no. 1 (February 1, 2021): 9–18.

⁵ M. Mundakir and Aat Hidayat, "Islamic Shari'a Configuration of Buka Luwur Tradition in Kudus," *QIJIS (Qudus International Journal of Islamic Studies)* 8, no. 1 (June 30, 2020): 201–25.

⁶ K. R. T. Sunaryadi Maharsiworo, "Islam in the Javanese Cultural Pluralism and the Keraton Performing Arts," *Al-Albab* 2, no. 1 (June 1, 2013): 51–66.

⁷ Ifat, Interview with an Office Staff of Tejamari Village, June 3, 2023.

⁸ Yusa, Interview with a Religious Figure of Tejamari Village, June 3, 2023.

Previous research pertaining to the practices and traditions of cooperative agricultural land cultivation has delved into various dimensions encompassing rituals, financial modalities, and adherence to Islamic jurisprudence. Regarding ritualistic aspects, several studies have undertaken historical reconstructions of agricultural rituals and rice cultivation practices,⁹ examining how crop cultivation rituals serve as entrenched traditions aimed at enhancing agricultural productivity.¹⁰ Despite the potential impact of modernisation on traditional customs, indigenous communities persist in preserving and observing these rituals.¹¹ In the realm of financial considerations, earlier enquiries have endeavoured to assess the viability of collaborative Islamic agricultural finance initiatives in land development endeavours.¹² These studies have introduced *manihab* as a prospective mechanism to address food security concerns¹³ and have advocated for integrated financing models at the microfinance level targeting the agricultural sector.¹⁴ Concerning compliance with Islamic legal principles, prior investigations have scrutinised various facets, including Imam Hanafi's stance on female ownership of agricultural land,¹⁵ transactions based on agricultural futures,¹⁶ cooperative farmland utilisation practices during fallow periods,¹⁷ profit-sharing dynamics in rice cultivation within local communities,¹⁸ and the management of agricultural land pledges in matrilineal indigenous societies.¹⁹ Some of these enquiries have also probed into the application of zakat obligations within the context of these economic practices.²⁰ In this

⁹ Tsuyoshi Kato, "Agricultural Rituals and Rice Cultivation in Negeri Sembilan: A Reconstruction from Oral History," *Japanese Journal of Southeast Asian Studies* 26, no. 2 (September 30, 1988): 109–31.

¹⁰ Abdul Manan et al., "Paddy Cultivation Rituals in South Aceh, Indonesia: An Ethnographic Study in West Labuhan Haji," *Cogent Social Sciences* 8, no. 1 (December 31, 2022): 2094075.

¹¹ Nammon Yoo-In, "Persistence of the Ritual of Calling the Khwan of the Rice Goddess in Don Pho Village, Tambon Chaina, Sena District, Ayutthaya Province," *Manusya: Journal of Humanities* 14, no. 3 (January 1, 2011): 46–59.

¹² Muhammad Hakimi Mohd Shafiai and Mohammed Rizki Moi, "Financial Problems among Farmers in Malaysia: Islamic Agricultural Finance as a Possible Solution," *Asian Social Science* 11, no. 4 (January 14, 2015): 1–16.

¹³ Nur Hasnida Abd Rahman, Mohd Zaidi Md Zabri, and Mohammad Mahbubi Ali, "Addressing the Agricultural Financing Gap in Malaysia via Manihab Agricultural Financing Model: Will Islamic Banks Go the Extra Mile?," *Agricultural Finance Review* 82, no. 4 (October 1, 2021): 714–31.

¹⁴ Rifaldi Majid, "Designing Salam-Muzara'ah Linked Waqf to Financing Agricultural Sector," *Journal of Islamic Monetary Economics and Finance* 7, no. 3 (October 8, 2021): 503–26.

¹⁵ Muhammad al-Marakeby, "Could Women Own Agricultural Land? Rethinking the Relationship of Islamic Law and Contextual Reality (Wāqi')," *Die Welt Des Islams* 63, no. 2 (December 1, 2021): 184–212.

¹⁶ Aytac Aydın, "Tarımsal Ürünler Dayalı Vadeli İşlemlerin (Futures) İslam Hukukuna Uygun Olarak Yeniden Yapılandırılmasına Dair Bazı Öneriler," *Cumhuriyet İlahiyat Dergisi* 24, no. 3 (December 15, 2020): 1407–28.

¹⁷ Rizal Fahlefi, Alimin Alimin, and Indah Fitrah Nauri, "Utilization of Agricultural Land During the Planting Break in Jorong Mandahiling Nagari Pagaruyung, West Sumatra: Sharia and Legal-Formal Economic Perspectives," *Ay-Syir'ab: Jurnal Ilmu Syari'ab dan Hukum* 55, no. 1 (April 28, 2021): 49–73.

¹⁸ Muhammad Maulana and Aulil Amri, "Polarization of Profit Sharing of Paddy Cultivation in the Acehese Community as an Attempt to Alleviate Poverty: A Study of Fiqh mu'amalah," *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 5, no. 1 (June 30, 2021): 297–316.

¹⁹ Zefrizal Nurdin and Hilaire Tegnan, "Legal Certainty in the Management of Agricultural Land Pawning in the Matrilineal Minangkabau Society, West Sumatra," *Land* 8, no. 8 (July 30, 2019): 117.

²⁰ See: Muhamad Firdaus Ab Rahman et al., "Expansion of Agricultural Zakat Revenue in Malaysia on the Basis of the Current Maslahah," *Al-Jami'ab: Journal of Islamic Studies* 57, no. 1 (June 29, 2019): 231–56; Kamaruddin et al., "Cultural-Based Deviance on Islamic Law; Zakat 'Tekke Wale' Spending in Basala, Konawe, Southeast Sulawesi, Indonesia," *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 18, no. 2 (2023): 568–90; Elimartati Elimartati, Rizal Fahlefi, and Liza Erniyanti, "Strengthening Family Resilience through the

context, the present article aims to provide an analysis of the *nyambut sawah* practice in Tejamari and its alignment with the tenets of Islamic law. By doing so, it contributes a novel perspective to prior scholarship by elucidating the interplay between tradition and Islamic legal frameworks.

This study adopts a normative-empirical methodology employing a case study approach, spanning a period of three months from April to May 2023, within the confines of Tejamari, Serang, Banten, Indonesia. Data were garnered through in-depth interviews involving eight landowners, eight tenant farmers, a religious authority, and a village administrative official. Additionally, direct observation of the *nyambut sawah* practice and its profit-sharing framework between landowners and cultivators was conducted. Employing both data collection methodologies facilitated the acquisition of a comprehensive understanding of the *nyambut sawah* tradition. Subsequently, the data underwent analysis and comparison with the principles delineated in *fiqh* literature, particularly the concept of *muzāra'ah*, to analyse the congruence of the *nyambut sawah* tradition with *fiqh mu'āmalah*.

Legal Framework of Agricultural Land Utilisation in *Fiqh Mu'āmalah*

In the domain of *fiqh mu'āmalah*,²¹ the utilisation of agricultural land is termed *muzāra'ah*.²² *Muzāra'ah* represents an agreement governing the cultivation and utilisation of agricultural land, binding together the landowner and the cultivator. Within this framework, the resultant agricultural yield is subsequently apportioned between the two parties according to a pre-determined percentage agreed upon by them. Furthermore, alongside *muzāra'ah*, the utilisation of agricultural land in *fiqh* literature is also recognised under the term *al-mukhābarah*. While both modalities involve the utilisation of land in exchange for a share of the produce, the distinction lies in the role of the seed provider. Under the *al-mukhābarah* contract, the labourer assumes the role of seed provider, whereas in the *muzāra'ah* contract, this responsibility falls upon the owner of the field.²³

The scholars of the various schools of *fiqh* hold differing views concerning the permissibility of *muzāra'ah*. Primarily, there exists a consensus among scholars such as Imām Abū Ḥanīfah, Zufār, and Imām al-Shāfi'ī that *muzāra'ah* is impermissible. This stance is rooted in a hadith where Prophet Muhammad prohibited *al-mukhābarah* (also referred to as *muzāra'ah*).²⁴ The rejection of this contract is predicated on the nature of the compensation

Tradition of Agricultural Zakat Payment in Nagari Lima Kaum in Tanah Datar District of West Sumatera,” *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 5, no. 1 (June 30, 2021): 496–513; Ilham Thohari and Moh Makmun, “Reformasi Zakat Pertanian (Studi di Dusun Jeblok Desa Brudu Kecamatan Sumobito Kabupaten Jombang),” *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 19, no. 2 (December 31, 2019): 185–203.

²¹ The term “*fiqh mu'āmalah*” refers to the Islamic jurisprudence concerning economic and financial matters. See: Hendrianto Hendrianto and Lutfi Elfalahy, “Ayat-Ayat Hukum dalam Alquran Mengatur Hubungan Sesama Manusia,” *Al-Istinbath: Jurnal Hukum Islam* 6, no. 1 (May 31, 2021): 170. Some scholars view Islamic economics as a form of Islamization of knowledge. See: Muslih, “Ismail Raji Al-Faruqi’s Thought on Islamization of Knowledge and Its Significance for Islamic Education,” *IJoReSH: Indonesian Journal of Religion, Spirituality, and Humanity* 2, no. 2 (December 28, 2023): 180–209.

²² Maulana and Amri, “Polarization of Profit Sharing of Paddy Cultivation in the Acehnese Community as an Attempt to Alleviate Poverty,” 300–302.

²³ Wahbah Al-Zuhailī, *Al-Fiqh al-Islāmī wa Adillatuh*, vol. 5 (Beirut: Dār al-Fiqr, 1985), 613–14.

²⁴ Al-Syaukānī, *Nail al-Auṭār*, vol. 5 (Egypt: Al-‘Uthmānīyah al-Miṣriyyah, n.d.), 275–80.

received by the cultivator, which is derived from the yield of the cultivated land. This remuneration is deemed *ma' dūm* (non-existent) as it does not exist at the time of the contract. Furthermore, it is considered *majbūl* (unknown) due to the uncertainty regarding the precise amount of wages the land will yield, with the potential for the result to be null in the event of crop failure.²⁵

Secondly, there are scholars who permit the contract of *muẓāra'ah*. This view is held by figures such as Imām Abū Ḥanīfah, Muḥammad, Abū Yūsuf, Imām Mālik, Imām Aḥmad, and Dāwūd al-Zāhirī. The basis for this opinion stems from a hadith wherein the Prophet engaged the inhabitants of Khaibar to cultivate land in exchange for half of the yields of dates or other agricultural produce.²⁶ In addition to the support provided by the hadith, the permissibility of executing a *muẓāra'ah* agreement can be elucidated by its resemblance to the contracts of *syarikah* or *musyarakah* (partnership)²⁷ and *ijārah* (lease). This contract serves as a conduit between landowners lacking agricultural expertise and individuals possessing such skills but lacking land. The convergence of both parties can engender broader societal benefits and utility. Saqib et al.²⁸ assert that *musyarakah* contracts can be effectively applied within the agricultural sector. Among the two typologies of scholars' opinions, the latter view stands as the stronger (*rājih*) stance, being the majority opinion among scholars.²⁹

According to the scholars of the Ḥanafī school, the essential elements of a *muẓāra'ah* contract are *ijāb* (offer) and *qabūl* (acceptance).³⁰ This contractual arrangement involves three parties: the landowner, the cultivator, and the subject matter of the contract, which may entail either the use of the land or the labour of the cultivator. The perspective of the Ḥanafī scholars posits that *muẓāra'ah* originated as an *ijārah* contract³¹ but subsequently evolved into a *syarikah* contract. In instances where the seed is provided by the cultivator, the subject matter of the contract pertains to the benefit derived from the land. Conversely, if the seed is provided by the landowner, the subject matter of the contract concerns the benefit (labour) performed by the cultivator. On the other hand, the scholars of the Ḥanbali school assert that no explicit verbal acceptance (*qabūl*) is necessary in a *muẓāra'ah* contract. Rather, acceptance is deemed sufficient through tangible actions undertaken by the cultivator, such as commencing work and cultivating the land.³²

²⁵ Al-Zuhāilī, *Al-Fiqh al-Islāmī wa Adillatub*, 5:614–15.

²⁶ Al-Syaukānī, *Nail al-Auṭār*, 5:272.

²⁷ Burhanuddin Susanto, "Pendapat al-Mazāhib al-Arba'ah tentang Bentuk Syirkah dan Aplikasinya dalam Perseroan Modern," *De Jure: Jurnal Hukum dan Syaria'ah* 6, no. 1 (June 30, 2014): 10–19.

²⁸ Lutfullah Saqib et al., "Mushārah—A Realistic Approach to the Concept in Islamic Finance and Its Application to the Agricultural Sector in Pakistan," *Arab Law Quarterly* 28, no. 1 (January 1, 2014): 1–39.

²⁹ Al-Zuhāilī, *Al-Fiqh al-Islāmī wa Adillatub*, 5:613–614.

³⁰ The agreement made through the exchange of offers (*ijāb*) and acceptance (*qabūl*) based on Islamic business law is referred to as a contract (*'aqd*). See: 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 (April 14, 2021): 59–67.

³¹ *Ijārah* is a contract involving the transfer of the right to use and benefit from an item through rental payment, without the transfer of ownership of the item. See: Taufiq Kurniawan and Asmak Ab Rahman, "Analisis Pelaksanaan Akad Ijārah dalam Sukuk Project Based Sukuk di Indonesia," *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 19, no. 1 (June 2, 2019): 43; Darti Busni et al., "Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative Health Service in the Covid-19 Pandemic," *JURIS (Jurnal Ilmiah Syariah)* 21, no. 1 (February 3, 2022): 16.

³² Al-Zuhāilī, *Al-Fiqh al-Islāmī wa Adillatub*, 5:615–16.

Exploring the Potential and Challenges of Agriculture in Tejamari

Tejamari, situated in the Baros Sub-district of Serang Regency, Banten Province, Indonesia, boasts a rich historical legacy and significant agricultural potential. The appellation ‘Tejamari’ derives from the Javanese language, signifying ‘rediscovering the light’, and was officially established in 1960. It stands as the oldest village within the Baros Sub-district. In 1990, Tejamari underwent a partition, giving rise to Tejamari Village and Sukamenak Village,³³ collectively spanning 750 hectares. Predominantly, the village’s terrain is utilised for agricultural,³⁴ residential, and plantation purposes, with a minor fraction designated for administrative offices, fisheries, and public amenities.³⁵

The village is home to a population of 4,592 individuals, comprising 2,196 men and 2,396 women. The predominant occupation among the populace is agriculture, with a smaller segment engaged in trade and civil service roles (PNS).³⁶ The presence of arable land and abundant water resources flowing through the village serve as primary determinants of the community’s inclination towards farming. Furthermore, the prevalent lack of educational attainment within the community contributes significantly to the predominance of agriculture as a livelihood. Beyond the agricultural sector, the village exhibits promising prospects in mining, water management, fisheries, tourism, and micro, small, and medium enterprises.³⁷ Nonetheless, despite its considerable potential, the village continues to grapple with relatively modest socio-economic challenges.³⁸

The practice of *nyambut sawah* is prevalent in Tejamari, primarily driven by the abundance of expansive agricultural land and the modest economic status of most farmers. Typically, this practice is informally conducted through verbal agreements between field owners and cultivators, often without the presence of witnesses. Under this arrangement, the field owner is tasked with providing the land, while the cultivator undertakes the cultivation activities to yield rice crops. Profit-sharing is governed by *paro* (a half-share system). The absence of formal witnesses and written contracts in the *nyambut sawah* tradition stems from the high level of trust between the involved parties.³⁹ Moreover, the practice is underpinned by the principle of mutual aid, wherein landowners who are unable to cultivate their rice fields extend opportunities to landless farmers to earn income through their labour.⁴⁰

³³ Yusa, Interview with a Religious Figure of Tejamari Village.

³⁴ Agriculture is a fundamental sector in fulfilling the food needs of the Indonesian community. See: Musleh Harry and Nur Jannani, “Problematika Pengendalian Konversi Tanah Pertanian untuk Mewujudkan Keadilan Lahan Pangan Berkelanjutan di Kota Malang/The Problems of Controlling Agricultural Soil Conversion to Achieve Sustainable Food Land Justice in Malang City,” *De Jure: Jurnal Hukum dan Syar’iah* 12, no. 2 (December 31, 2020): 227–40.

³⁵ Official Website of Tejamari Village, “ABOUT US: Tejamari Village,” accessed January 13, 2024, <https://tejamari-baros.desa.id/profil/>.

³⁶ Ifat, Interview with an Office Staff of Tejamari Village.

³⁷ Official Website of Tejamari Village, “ABOUT US: Tejamari Village.”

³⁸ Ifat, Interview with an Office Staff of Tejamari Village.

³⁹ Such collaborative agreements lack strong legal protection. See: Widaningsih Widaningsih et al., “Legal Protection for the Partnership Agreement Parties,” *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 22, no. 1 (June 30, 2022): 31–39.

⁴⁰ Yusa, Interview with a Religious Figure of Tejamari Village. See also: Ahmad Maulidizen and Mohammad Anton Athoillah, “The Concept of Muzāra’ah and Its Implications on Socio-Economic of Society in Cianjur, West Java,” *ESENSIA: Jurnal Ilmu-Ilmu Ushuluddin* 19, no. 2 (October 23, 2018): 229–47.

Five Cooperation Agreement Models

The practice of *nyambut sawah* encompasses five cooperation agreement models, categorised based on the allocation of tasks between the landowner and the cultivator. In the first model, the landowner solely provides the land, while the cultivator assumes responsibility for all associated materials and costs involved in rice field management. Apart from land and labour, essential capital inputs include rice seeds, fertilisers, pest control measures, and agricultural tools such as hoes, sickles, and tractors. In the second through fifth models, both landowners and cultivators contribute jointly to the capital investment required for land management. Within the profit-sharing arrangement, the percentage of profits distributed is determined through a proportional system (*paro*) agreed upon by both parties. Additionally, risk sharing entails a collective responsibility in the event of losses stemming from natural disasters or external human factors. However, if losses are attributed to the cultivator's negligence, then the cultivator bears sole responsibility.⁴¹

In the first model, the proprietor of the field provides the farmland, while the cultivator assumes responsibility for cultivating the field and procuring planting necessities. The cultivator's duties encompass various tasks, including sourcing rice seeds, fertilisers, pest control remedies and overseeing land management activities such as soil preparation, irrigation, fertilisation, and pest management from planting to harvest. Under the profit-sharing system inherent in the *nyambut sawah* practice, profits are derived from the gross income of the harvest, with each party - the field owner and the cultivator - receiving an equal share of 50%. Notably, the profit-sharing allocation from the harvest does not deduct expenses related to the cultivation and management of the fields incurred by the cultivator, such as the procurement of rice seeds, fertilisers, pest control remedies, and other land management costs.⁴² Consequently, the cultivator stands to gain a profit equivalent to 50% of the gross harvest.

The initial model of the *nyambut sawah* practice, exemplified by the collaboration between Juhenah (the landowner) and Amin (the cultivator), emerged in response to the cultivator's financial hardship in settling his debt to the landowner. To alleviate this indebtedness, the landowner extended an offer of cooperation to the cultivator, permitting him to work on the land. The ensuing profits from the cultivation endeavour were designated to offset the cultivator's outstanding debt. The landowner expressly articulated that the objective of this collaborative venture was to ensure the consistent repayment of the tenant's debt. It was emphasised that while the cooperative cultivation arrangement aimed to ameliorate the economic circumstances of the cultivators, the imperative of debt repayment remained unchanged.⁴³

In the second model, the landowner assumes responsibility for providing the land, rice seeds, and fertilisers, while the cultivator is tasked with cultivating the land and procuring all necessary crops, including rice seeds, fertilisers, pest control remedies, and land management equipment. Unlike the first model, wherein only the cultivator bears the burden of providing

⁴¹ Ifat, Interview with an Office Staff of Tejamari Village.

⁴² Juhenah, Interview with an Agricultural Landowner, May 21, 2023; Amin, Interview with an Agricultural Land Worker (Farmer), May 21, 2023.

⁴³ Amin, Interview with an Agricultural Land Worker (Farmer).

capital for rice seeds and fertilisers, both the landowner and the cultivator contribute capital for these inputs in the second model. However, the cultivator bears a greater financial burden compared to the landowner, as the cultivator is also required to finance expenditures for pest control medications and land management equipment. For instance, if the capital required for rice seeds amounts to IDR250,000, each party is expected to contribute IDR125,000.⁴⁴ The same principle applies to the capital allocation for the procurement of fertilisers. The specific arrangement regarding the division of capital for rice seeds and fertilisers is contingent upon the economic circumstances of both parties.⁴⁵

As the capital for procuring rice seeds and fertiliser is jointly contributed by both parties, profit-sharing is executed through a proportional system based on the net harvest income (*netto*). Prior to distribution according to the predetermined percentage, the harvest proceeds are first subjected to deductions for the cost incurred during *ngeprik padi* (the rice milling process).⁴⁶ In instances of profit-sharing agreements between Marwiyah (landowner) and Hanafi (cultivator), as well as between Masitoh (landowner) and Saeroji (cultivator), an equal percentage of the nett harvest is agreed upon. Accordingly, the landowner receives 50%, while the cultivator receives an equivalent 50%. Masitoh indicated her acceptance of the agreed-upon share, occasionally extending additional remuneration to the cultivator as a gesture of appreciation for their willingness to cultivate her land.⁴⁷

The third model entails the landowner furnishing the farmland and fertiliser, with the cultivator assuming responsibility for cultivating the land and procuring additional necessities such as rice seeds, pest medication, and land management equipment. Unlike the second model, where both parties share the capital investment for fertiliser, in the third model of the *nyambut sawah* practice, the landowner and cultivator jointly contribute capital solely for fertiliser, while the cultivator bears the expenses for rice seeds, pest medication, and land management equipment. Under this model, profit-sharing is conducted using a proportional system based on the nett income derived from the harvest.⁴⁸ Profits are distributed after deducting expenses incurred by the cultivator, including the procurement costs of rice seeds, pest medication, *ngeprik padi*, and other associated land management expenditures.⁴⁹

Given that both parties contribute to the capital for procuring fertiliser, the profit-sharing arrangement is contingent upon the mutual agreement reached between them. For instance, in the *nyambut sawah* practice between Munaroh (landowner) and Marwadi (cultivator), the landowner receives 40% while the cultivator obtains 60% of the nett harvest income. Conversely, in the *nyambut sawah* arrangements involving Komariah (landowner) and Samsuri (cultivator), as well as Yusa (landowner) and Ahmad (cultivator), an equal profit-sharing ratio of 50% is allotted to each party. Notably, in these three instances, the distribution of profit-sharing was formalised through mutual witnessing by both parties. This

⁴⁴ Saeroji, Interview with an Agricultural Land Worker (Farmer), May 18, 2023.

⁴⁵ Marwiyah, Interview with an Agricultural Landowner, May 21, 2023.

⁴⁶ Saeroji, Interview with an Agricultural Land Worker (Farmer); Ahmad Hanafi, Interview with an Agricultural Land Worker (Farmer), May 21, 2023.

⁴⁷ Masitoh, Interview with an Agricultural Landowner, May 18, 2023.

⁴⁸ Marwadi, Interview with an Agricultural Land Worker (Farmer), May 18, 2023; Samsuri, Interview with an Agricultural Land Worker (Farmer), May 21, 2023.

⁴⁹ Ahmad, Interview with an Agricultural Land Worker (Farmer), May 21, 2023.

practice serves to preempt any potential suspicions or disputes regarding the equitable distribution of harvest profits.⁵⁰

The fourth model entails the landowner furnishing the farmland along with capital for rice seeds and fertiliser, while the cultivator is tasked with cultivating the fields and providing capital for fertiliser, pest medication, and all other land management requirements. Consequently, both the landowner and the cultivator contribute capital for fertiliser. Profit-sharing is determined by a parity system based on the gross harvest income, with each party - the landowner and the cultivator - receiving an equal share of 50%. An illustration of this fourth model can be observed in the arrangement between Sukaenah (the landowner) and Samsuri (the cultivator). Despite the utilisation of a parity system derived from the gross harvest income, the cultivator does not contest it, as he expresses gratitude for the opportunity to manage Sukaenah's land.⁵¹ According to information provided by Sukaenah, the *nyambut sawah* practice encountered a crop failure at one point, resulting in suboptimal profit-sharing. Nonetheless, both parties are willing to assume the risks associated with *nyambut sawah*.⁵²

The fifth model entails the owner of the field providing the farmland, rice seeds, and fertiliser, while the cultivator assumes responsibility for cultivating the land and providing pest medication and all other land management necessities. Unlike the second, third, and fourth models, there is no sharing in the provision of capital for rice seeds and fertiliser. Both expenses are solely borne by the landowner. An illustration of this fifth model can be observed in the arrangement between Nanang (the landowner) and Hasan (the cultivator). Given that the landowner is accountable for supplying the rice seeds and fertiliser, the profit percentage allocated to the landowner exceeds that of the cultivator, with the landowner receiving 60% and the cultivator receiving 40% of the nett harvest income. The agreement regarding this proportional system is verbally established and witnessed by Nanang's wife and Hasan's son. In this cooperative agreement, the cultivator does not include the cost of *ngeprik padi* as a deduction from the net harvest income, as the *ngeprik padi* process is assisted by the cultivator's children and wife.⁵³ Upon the paddy reaching maturity for harvesting, the landowner oversees the harvesting process until the profit distribution, a measure undertaken to mitigate suspicion between the two parties and ensure the smooth continuity of their cooperation.⁵⁴

***Ngeprik Padi*, Whose Responsibility?**

The rice milling process, commonly known as '*ngeprik padi*', frequently sparks debate between landowners and cultivators. *Ngeprik padi* involves separating the rice grains from their stems, typically performed by the cultivator alone or employing other people.⁵⁵ This operation can

⁵⁰ Munaroh, Interview with an Agricultural Landowner, May 18, 2023; Komariah, Interview with an Agricultural Landowner, May 21, 2023; Yusa, Interview with an Agricultural Land Owner, June 3, 2023.

⁵¹ Samsuri, Interview with an Agricultural Land Worker (Farmer).

⁵² Sukaenah, Interview with an Agricultural Landowner, May 21, 2023.

⁵³ Hasan, Interview with an Agricultural Land Worker (Farmer), May 18, 2023.

⁵⁴ Nanang, Interview with an Agricultural Landowner, May 21, 2023.

⁵⁵ Saeroji, Interview with an Agricultural Land Worker (Farmer); Hanafi, Interview with an Agricultural Land Worker (Farmer).

entail additional operational expenses shared by both parties. From the landowner's perspective, *ngeprik padi* falls within the cultivator's purview as an integral aspect of land management. Conversely, tenants argue that landowners should share the costs associated with the *ngeprik padi* process. These divergent viewpoints between landowners and cultivators have implications for profit allocation in the *nyambut sawah* practice.

In the *nyambut sawah* arrangement between Yusa and Ahmad, Yusa contests the inclusion of expenses related to the *ngeprik padi* process in the profit-sharing calculation. He argues that the *ngeprik padi* costs should be borne by Ahmad, as the cultivator, since it is an inherent aspect of his land management responsibilities. Yusa's objection stems from concerns over potential reductions in the previously agreed-upon nett harvest profit.⁵⁶ Conversely, Ahmad argues that the *ngeprik padi* expenses should be shared by both parties and deducted from the harvest proceeds. Ultimately, a resolution was reached through mutual agreement. They decided that deductions from the harvest profit would only cover the costs of fertiliser, with *ngeprik padi* expenses excluded. This agreement was guided by the principles of mutual consent and mutual assistance between the parties.⁵⁷

In contrast to the case between Yusa and Ahmad, the majority of *nyambut sawah* arrangements incorporate the expense of *ngeprik padi* as deductible capital prior to profit distribution. Both parties' consent to distribute the net profit from the harvest using a proportional system,⁵⁸ wherein profits are first offset by the capital jointly borne by the cultivator and landowner. This capital encompasses expenses such as providing rice seeds, fertilisers, pest medications, *ngeprik padi* processing, and other land management costs.⁵⁹ According to Komariah and Samsuri, the *ngeprik padi* cost is considered shared capital alongside the expenses for rice seeds and fertilisers.⁶⁰ In executing profit sharing, both parties are actively engaged in profit calculation to prevent any potential deceit.⁶¹

The question of accountability for the *ngeprik padi* expenses has emerged as a contentious issue, prompting debate between landowners and cultivators. The perspectives presented above underscore divergent viewpoints regarding the allocation of responsibilities within the realm of land management. From the landowner's standpoint, *ngeprik padi* is deemed an intrinsic component of land management, while tenants contend that landowners should share this expense, given that the *ngeprik padi* process is inseparable from the overall cultivation process. These differing perspectives manifest in various practical agreements between the two parties in the *nyambut sawah* practice. Despite variations in approaches to allocating responsibility for *ngeprik padi* costs, principles such as mutual consent and mutual assistance serve as pivotal foundations for resolving disputes and fostering ongoing collaboration between landowners and cultivators in the *nyambut sawah* practice.⁶²

⁵⁶ Yusa, Interview with an Agricultural Landowner, June 3, 2023.

⁵⁷ Ahmad, Interview with an Agricultural Land Worker (farmer).

⁵⁸ Marwadi, Interview with an Agricultural Land Worker (Farmer); Samsuri, Interview with an Agricultural Land Worker (Farmer).

⁵⁹ Ahmad, Interview with an Agricultural Land Worker (Farmer), May 21, 2023; Saeroji, Interview with an Agricultural Land Worker (Farmer); Hanafi, Interview with an Agricultural Land Worker (Farmer).

⁶⁰ Komariah, Interview with an Agricultural Landowner, May 21, 2023; Samsuri, Interview with an Agricultural Land Worker (Farmer), May 21, 2023.

⁶¹ Munaroh, Interview with an Agricultural Landowner, May 18, 2023.

⁶² Ifat, Interview with an Office Staff of Tejamari Village.

Harmonising Tradition and Sharia in the *Muzāra'ah* Contract

In general, the *fiqh* literature discusses four models of *muḥāra'ah* agreements.⁶³ The first model entails one party providing capital in the form of land and seeds, while the other party is tasked with tilling the land and utilising animals for cultivation. The second model involves one party providing land while the other party supplies animals, seeds, and conducts the cultivation work. In contrast, the third model encompasses one party offering capital in the form of land, animals, and seeds, while the other party undertakes the tilling and cultivation. The final model describes a scenario where one party contributes land and animals, while the other party provides seeds and conducts land cultivation work. Among these models, only the first to third are widely recognised as valid interpretations. According to Muhammad and Abu Yusuf, considering the contract in the fourth model as a lease of land may jeopardise its validity if the requirement for animal ploughing and land cultivation, which falls under the responsibility of the landowner, is not fulfilled. This potential omission could render the lease contract invalid.

In the context of *nyambut sawah* practice, there exist five cooperation agreement models characterised by distinct customs. These models can be examined in relation to the four *muḥāra'ah* agreement models. The first and third *nyambut sawah* models bear resemblance to the second *muḥāra'ah* model, wherein the landowner solely provides the land while the cultivator assumes responsibility for cultivation and capital provision. Similarly, the second, fourth, and fifth *nyambut sawah* models can be associated with the first *muḥāra'ah* model, whereby the landowner furnishes both land and seeds while the cultivator manages cultivation and capital provision. Despite both parties in the second, fourth, and fifth *nyambut sawah* models contributing to seed and fertiliser provision, capital is equitably expended in accordance with their agreement.⁶⁴

Moreover, the question arises: is the cost of *ngeprik padi* solely the responsibility of the cultivator, or is it shared by both landowner and cultivator? Various opinions exist among *fiqh* scholars regarding this matter.⁶⁵ According to the Ḥanafiyah scholars, all aspects involved in land management and cultivation, including seeding, fall under the cultivator's responsibility. Conversely, the joint responsibility of both parties encompasses the needs of the crops, such as fertilisation, weeding, harvesting, and related tasks. On the contrary, the Mālikiyyah scholars argue that all crop-related needs, including tending, irrigation, cleaning, harvesting, transportation to the shelter, husking, and cleaning until they become viable seeds (the *ngeprik padi* process), are solely the cultivator's responsibility. Consequently, the landowner's viewpoint⁶⁶ attributing the cost of *ngeprik padi* to the cultivator aligns with the teachings of the Ḥanafiyah scholars, while the cultivator's stance⁶⁷ advocating for shared

⁶³ Al-Zuhāilī, *Al-Fiqh al-Islāmī wa Adillatuh*, 5:621–622.

⁶⁴ Marwiyah, Interview with an Agricultural Land Owner, May 21, 2023; Munaroh, Interview with an Agricultural Land Owner; Komariah, Interview with an Agricultural Land Owner; Yusa, Interview with an Agricultural Land Owner.

⁶⁵ Al-Zuhāilī, *Al-Fiqh al-Islāmī wa Adillatuh*, 5:622–623.

⁶⁶ Yusa, Interview with an Agricultural Landowner, June 3, 2023.

⁶⁷ Ahmad, Interview with an Agricultural Land Worker (Farmer).

responsibility is consistent with the teachings of the Mālikiyyah scholars. Thus, the divergent perspectives on this matter are each substantiated by legal foundations rooted in varying interpretations among *fiqh* scholars.

Based on the five models of *nyambut sawah* practice observed in Tejamari, it is evident that the practice entails a cooperative agreement. Broadly speaking, one party typically supplies capital in the form of land and seeds, while the other assumes responsibility for cultivating the land. This allocation of tasks and obligations is mutually agreed upon by the involved parties. Likewise, profit and risk sharing are delineated accordingly. Most profit-sharing arrangements between landowners and cultivators adopt a parity system, commonly set at 50:50, although a minority opt for a distribution of 60:40. The agreed-upon profit-sharing percentage is established during the *nyambut sawah* contract negotiation. Risk-sharing is a collective responsibility in cases of losses due to natural disasters but shifts to the cultivator's accountability if losses result from the cultivator's negligence. The *nyambut sawah* practice aligns with the principle of *muzāra'ah*, initially framed as an *ijārah* contract before evolving into a *syarikah* contract.⁶⁸ These contracts fall within the realm of *mu'āwaḍah* contracts in *fiqh mu'āmalah*, representing commercial agreements seemingly driven by material considerations and diverse personal interests.⁶⁹

Among the people of Aceh, this *muzāra'ah* practice is referred to as *mawab blang*. Here, the landowner delegates the cultivation of their paddy field to a cultivator, often a relative.⁷⁰ In West Java, this tradition was initiated by *pondok pesantren* (an Islamic traditional education institution), involving not only local farmers but also various stakeholders from academia, government, businesses, financial institutions, markets, and non-governmental organisations.⁷¹ In Jorong Mandahiling, Nagari Pagaruyung, this practice was instigated by landless tenants offering to collaborate with owners of idle land to cultivate short-lived fruits and vegetables during fallow periods. The *muzāra'ah* practice operates on the principle of mutual aid between overwhelmed landowners and skilled cultivators lacking land ownership.⁷² This underscores a form of social solidarity between landowners and cultivators, evidenced by reciprocal assistance during times of need.⁷³

The concordance between tradition and Sharia manifests through a comparison of the *muzāra'ah* agreement models in *fiqh* literature and the five cooperation agreement models in

⁶⁸ Al-Zuhailī, *Al-Fiqh al-Islāmī wa Adillatuh*, 5:615–16.

⁶⁹ Jamal Abdul Aziz and Uus Uswatusolihah, "The Dichotomy Between Tabarru' and Mu'āwaḍah Contracts: Perspective of Indonesian Law of Obligation," *Al-Manahij: Jurnal Kajian Hukum Islam* 16, no. 1 (May 30, 2022): 103–14.

⁷⁰ Maulana and Amri, "Polarization of Profit Sharing of Paddy Cultivation in the Acehnese Community as an Attempt to Alleviate Poverty," 300.

⁷¹ Ali Aminulloh et al., "Muzāra'ah as a Model and Practice of Pesantren Agricultural Cooperation in Improving the Welfare of Farmers in West Java," *International Journal of Social Science, Education, Communication and Economics (SINOMICS JOURNAL)* 2, no. 6 (February 9, 2024): 1671–80.

⁷² Fahlefi, Alimin, and Nauri, "Utilization of Agricultural Land During the Planting Break in Jorong Mandahiling Nagari Pagaruyung, West Sumatra," 60.

⁷³ Maulidizen and Athoillah, "The Concept of Muzāra'ah and Its Implications on Socio-Economic of Society in Cianjur, West Java," 229–47.

the *nyambut sawah* practice. Both frameworks exhibit analogous patterns in task allocation, responsibilities, profit-sharing, and risk management between landowners and cultivators, all established through mutual consensus. Despite varying opinions among *fiqh* scholars regarding the *ngeprik padi* cost's responsibility, the ethos of cooperation and social support prevails in this practice, as evidenced by landowners and cultivators aiding each other in resolving financial hardships such as debt repayment.⁷⁴ The *nyambut sawah* practice adheres to *muzāra'ah* principles, aligning with the legal provisions governing *muamalah* activities (*al-ahkām al-syar'ī*).⁷⁵

The findings demonstrate that tradition and Sharia can synergise to address the sustainability of agricultural activities, emphasising cooperation and social support between landowners and cultivators. This study contributes to ongoing scholarly discourse examining the nuanced interplay between these legal systems.⁷⁶ When customary law aligns closely with Islamic principles,⁷⁷ their interaction is characterised by harmony, integration, and collaboration, exemplified in practices like marriage⁷⁸ and inheritance.⁷⁹ However, in certain contexts, customary law may supersede community practices,⁸⁰ or vice versa.⁸¹ Consequently, the concordance between customary and Islamic law extends beyond Islamic business law

⁷⁴ Amin, Interview with an Agricultural Land Worker (Farmer).

⁷⁵ See: Taufiq Taufiq and Razali Razali, "Ihtikar: Perilaku Menimbun dalam Kajian Muamalah," *JURIS (Jurnal Ilmiah Syariah)* 19, no. 1 (June 29, 2020): 85; Mohamad Anton Athoillah et al., "The Historicity of the Economic Verses on Fatwa of DSN-MUI about Sharia Electronic Money," *Jurnal Ilmiah Peuradeum* 9, no. 1 (January 30, 2021): 8–11.

⁷⁶ Anis Masykhur, "Titik Singgung Hukum Islam dengan Hukum Adat pada Naskah Perundang-Undangan Kerajaan Islam di Nusantara," *Al-Manahij: Jurnal Kajian Hukum Islam* 14, no. 2 (December 3, 2020): 295–306.

⁷⁷ Muhammad Mutawali, "The Dialectics of Customary Law and Islamic Law: An Experience from Dou Donggo Customs of Bima, Indonesia," *AHKAM: Jurnal Ilmu Syariah* 21, no. 1 (June 30, 2021): 45–64.

⁷⁸ See: Mursyid Djawas et al., "The Integration Between Syara' and Ade' in Marriage Tradition Bugis Bone, South Sulawesi," *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 18, no. 2 (October 15, 2023): 342–63; Rosdalina Bukido et al., "Harmonization of Customary and Islamic Law in the Gama Tradition of the Muslim Mongondow Community of North Sulawesi," *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 22, no. 2 (December 16, 2022): 239–54; Usman Al Farisi et al., "Negotiation Between Customary Law and Islamic Law: The Practice of Palang Pintu in the Traditional Marriage in the Betawi Muslim Community," *De Jure: Jurnal Hukum dan Syariah* 15, no. 2 (December 31, 2023): 268–85.

⁷⁹ Andi Sukmawati Assaad et al., "Gender Equity in Inheritance System: The Collaboration of Islamic and Bugis Luwu Customary Law," *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 17, no. 2 (December 31, 2022): 458–79.

⁸⁰ RR Dewi Anggraeni, "Islamic Law and Customary Law in Contemporary Legal Pluralism in Indonesia: Tension and Constraints," *AHKAM: Jurnal Ilmu Syariah* 23, no. 1 (June 16, 2023): 25–48.

⁸¹ See: Fahmi Fatwa Rosyadi Satria Hamdani et al., "Traditional Law vs. Islamic Law; An Analysis of Muslim Community Awareness in Inheritance Issues," *Al-Ahkam* 32, no. 1 (April 28, 2022): 109–30; Surya Sukti, Munib Munib, and Imam S Arifin, "Pernikahan Adat Dayak Ngaju Perspektif Hukum Islam (Studi di Kabupaten Gunung Mas Kalimantan Tengah)," *El-Masblabah* 10, no. 2 (December 30, 2020): 65–75; Hamid Pongliu, "Pembagian Harta Waris dalam Tradisi Masyarakat Muslim di Gorontalo," *Al-Manahij: Jurnal Kajian Hukum Islam* 13, no. 2 (November 28, 2019): 187–202.

to encompass domains such as Islamic family law,⁸² Islamic criminal law,⁸³ and religious observances.⁸⁴

Conclusion

The practice of *nyambut sawah* in Tejamari exemplifies a robust alignment between local customs and Islamic Sharia principles. This alignment is evident in the five models of cooperative agreements governing agricultural land management between landowners and cultivators. Despite diverging views on the responsibility for the cost of *ngeprik padi*, the practice maintains core values of mutual assistance between landowners and cultivators, embodying the principle of mutual aid in addressing economic challenges. From a Sharia standpoint, the *nyambut sawah* practice embodies the essence of *muzāra'ah*, wherein the allocation of tasks, responsibilities, profits, and risks is mutually agreed upon. This underscores the symbiotic relationship between local traditions and religious precepts in offering sustainable solutions for agricultural endeavours. The concordance between local traditions and Sharia principles in *nyambut sawah* underscores the adaptability of Islamic teachings to diverse socio-cultural landscapes in Indonesia, underscoring their relevance in contemporary daily life.

Bibliography

- Abubakar, Ali, Gamal Achyar, Husnul Khatimah, and Sri Astuti A. Samad. "The Postponement of the Implementation of Inheritance Distribution in the Seunuddon Community, North Aceh in the Lens of 'Urf Theory and Legal Pluralism." *El-Usrab: Jurnal Hukum Keluarga* 6, no. 2 (December 30, 2023): 411–29. <https://doi.org/10.22373/ujhk.v6i2.10207>.
- Ahmad. Interview with an Agricultural Land Worker (Farmer), May 21, 2023.
- Ali, Muhammad. "Muslim Diversity: Islam and Local Tradition in Java and Sulawesi, Indonesia." *Indonesian Journal of Islam and Muslim Societies* 1, no. 1 (June 1, 2011): 1–35. <https://doi.org/10.18326/ijims.v1i1.1-35>.
- Alim, M. Ghufron Zainul. "Ḥarakāt al-Ṭawā'if al-Bāṭinīyah al-Indūnīsīyah Qabla Indiwā'iha That Ri'āyati al-Tarbīyah wa al-Thaqāfah." *Studia Islamika* 2, no. 2 (1995): 147–63. <https://doi.org/10.15408/sdi.v2i2.838>.
- Al-Syaukānī. *Nail al-Auṭār*. Vol. 5. Egypt: Al-ʿUthmānīyah al-Miṣriyyah, n.d.

⁸² See: Iman Fadhilah Iman et al., "Exploring the Monogamy Principle in the Samin Community's Customary Marriages in Kudus: Harmonisation of Tradition and State Law," *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 23, no. 2 (2023): 281–304; Muhammad Aulia Rahman, Roibin Roibin, and Nasrulloh Nasrulloh, "Dayak Ngaju Customary Fines in Pre-Marriage Agreement to Minimize Divorce in the Perspective of Maslahah Mursalah Ramadhan al-Buthi," *El-Mashlahab* 13, no. 1 (June 30, 2023): 57–75; Ali Abubakar et al., "The Postponement of the Implementation of Inheritance Distribution in the Seunuddon Community, North Aceh in the Lens of 'Urf Theory and Legal Pluralism," *El-Usrab: Jurnal Hukum Keluarga* 6, no. 2 (December 30, 2023): 411–29.

⁸³ Muhammad Mutawali, "Customary Law of Dou Donggo Bima from the Perspective of Islamic and Indonesian Positive Law," *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 17, no. 1 (June 29, 2022): 1–27.

⁸⁴ Surya Sukti et al., "The Manyanggar Tradition and Harmony of the Bakumpai Dayak Community in Central Kalimantan," *El-Mashlahab* 12, no. 1 (June 30, 2022): 1–13.

- Al-Zuhailī, Wahbah. *Al-Fiqh al-Islāmī wa Adillatub*. Vol. 5. 8 vols. Beirut: Dār al-Fiqr, 1985.
- Amin. Interview with an Agricultural Land Worker (Farmer), May 21, 2023.
- Aminulloh, Ali, Yadi Janwari, Nurrohman Nurrohman, and Ija Suntana. “Muzâra’ah as a Model and Practice of Pesantren Agricultural Cooperation in Improving the Welfare of Farmers in West Java.” *International Journal of Social Science, Education, Communication and Economics (SINOMICS JOURNAL)* 2, no. 6 (February 9, 2024): 1671–80. <https://doi.org/10.54443/sj.v2i6.257>.
- Anggraeni, RR Dewi. “Islamic Law and Customary Law in Contemporary Legal Pluralism in Indonesia: Tension and Constraints.” *AHKAM: Jurnal Ilmu Syariah* 23, no. 1 (June 16, 2023): 25–48.
- Arifin, Muhammad, Irwan Abdullah, and Atik Tri Ratnawati. “Contestation between Puritan Islam and Kejawan in the Urban Yogyakarta of Indonesia.” *Al-Albab* 8, no. 2 (December 30, 2019): 193–210. <https://doi.org/10.24260/alalbab.v8i2.1460>.
- Assaad, Andi Sukmawati, Saifuddin Zuhri Qudsy, Baso Hasyim, Muhammad Taufan Badollahi, and Abdul Wahid Haddade. “Gender Equity in Inheritance System: The Collaboration of Islamic and Bugis Luwu Customary Law.” *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 17, no. 2 (December 31, 2022): 458–79. <https://doi.org/10.19105/al-lhkam.v17i2.6761>.
- Athoillah, Mohamad Anton, Mohd Roslan Mohd Nor, Heri Khoiruddin, and Rohimin Rohimin. “The Historicity of the Economic Verses on Fatwa of DSN-MUI about Sharia Electronic Money.” *Jurnal Ilmiah Peuradeun* 9, no. 1 (January 30, 2021): 1–16. <https://doi.org/10.26811/peuradeun.v9i1.545>.
- Aydin, Aytaç. “Tarımsal Ürünler Dayalı Vadeli İşlemlerin (Futures) İslam Hukukuna Uygun Olarak Yeniden Yapılandırılmasına Dair Bazı Öneriler.” *Cumhuriyet İlahiyat Dergisi* 24, no. 3 (December 15, 2020): 1407–28. <https://doi.org/10.18505/cuid.778160>.
- Aziz, Jamal Abdul, and Uus Uswatusolihah. “The Dichotomy Between Tabarru’ and Mu’âwadah Contracts: Perspective of Indonesian Law of Obligation.” *Al-Manahij: Jurnal Kajian Hukum Islam* 16, no. 1 (May 30, 2022): 103–14. <https://doi.org/10.24090/mnh.v16i1.6426>.
- Basyir, Kunawi, Abdul Kadir Riyadi, and Loekisno Choiril Warsito. “Islamic Genetics in Indonesia: Tracking the Hindu-Islamic Dialogue Concerning the Growth and Development of Javanese Islam.” *Religió Jurnal Studi Agama-Agama* 13, no. 1 (March 1, 2023): 1–19. <https://doi.org/10.15642/religio.v13i1.2159>.
- Bukido, Rosdalina, Nurlaila Harun, Edi Gunawan, and Rahman Mantu. “Harmonization of Customary and Islamic Law in the Gama Tradition of the Muslim Mongondow Community of North Sulawesi.” *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 22, no. 2 (December 16, 2022): 239–54. <https://doi.org/10.18326/ijtihad.v22i2.239-254>.
- Busni, Darti, Doli Witro, Iwan Setiawan, Nana Herdiana Abdurrahman, and Raid Alghani. “Implementation of the Hybrid Contract Concept in Multiservice Ijarah Financing as a Financing Alternative Health Service in the Covid-19 Pandemic.” *JURIS (Jurnal Ilmiah Syariah)* 21, no. 1 (February 3, 2022): 11–26. <https://doi.org/10.31958/juris.v21i1.5173>.
- Djawas, Mursyid, Ridhwan Ridhwan, Wafaa’ Yusof, Wardana Said, and Hedhri Nadhiran. “The Integration Between Syara’ and Ade’ in Marriage Tradition Bugis Bone, South

- Sulawesi.” *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 18, no. 2 (October 15, 2023): 342–63. <https://doi.org/10.19105/al-lhkam.v18i2.10373>.
- Elimartati, Elimartati, Rizal Fahlefi, and Liza Erniyanti. “Strengthening Family Resilience through the Tradition of Agricultural Zakat Payment in Nagari Lima Kaum in Tanah Datar District of West Sumatera.” *Samarab: Jurnal Hukum Keluarga dan Hukum Islam* 5, no. 1 (June 30, 2021): 496–513. <https://doi.org/10.22373/sjhk.v5i1.9147>.
- Fahlefi, Rizal, Alimin Alimin, and Indah Fitrah Nauri. “Utilization of Agricultural Land During the Planting Break in Jorong Mandahiling Nagari Pagaruyung, West Sumatra: Sharia and Legal-Formal Economic Perspectives.” *Ay-Syir’ab: Jurnal Ilmu Syari’ah dan Hukum* 55, no. 1 (April 28, 2021): 49–73. <https://doi.org/10.14421/ajish.v55i1.928>.
- Farisi, Usman Al, Fakhrurazi Fakhrurazi, Sadari Sadari, Nurhadi Nurhadi, and Risdianto Risdianto. “Negotiation Between Customary Law and Islamic Law: The Practice of Palang Pintu in the Traditional Marriage in the Betawi Muslim Community.” *De Jure: Jurnal Hukum dan Syar’iah* 15, no. 2 (December 31, 2023): 268–85. <https://doi.org/10.18860/j-fsh.v15i2.21241>.
- Fetraningtyas, Irena Dwi, and Yunanto Yunanto. “Application of the Properties of Naqli and Aqli in Positive Law with Respect to Islamic Contract Law.” *Syar’iah: Jurnal Hukum dan Pemikiran* 21, no. 1 (April 14, 2021): 59–67. <https://doi.org/10.18592/sjhp.v21i1.4140>.
- Hakimi Mohd Shafiai, Muhammad, and Mohammed Rizki Moi. “Financial Problems among Farmers in Malaysia: Islamic Agricultural Finance as a Possible Solution.” *Asian Social Science* 11, no. 4 (January 14, 2015): 1–16. <https://doi.org/10.5539/ass.v11n4p1>.
- Hamdani, Fahmi Fatwa Rosyadi Satria, Suci Pebrianti, Liza Dzulhijjah, and Hudzaifah Muhammad Maricar. “Traditional Law vs. Islamic Law; An Analysis of Muslim Community Awareness in Inheritance Issues.” *Al-Ahkam* 32, no. 1 (April 28, 2022): 109–30. <https://doi.org/10.21580/ahkam.2022.32.1.11000>.
- Hanafi, Ahmad. Interview with an Agricultural Land Worker (Farmer), May 21, 2023.
- Harry, Musleh, and Nur Jannani. “Problematika Pengendalian Konversi Tanah Pertanian Untuk Mewujudkan Keadilan Lahan Pangan Berkelanjutan di Kota Malang/The Problems of Controlling Agricultural Soil Conversion to Achieve Sustainable Food Land Justice in Malang City.” *De Jure: Jurnal Hukum dan Syar’iah* 12, no. 2 (December 31, 2020): 227–40. <https://doi.org/10.18860/j-fsh.v12i2.10497>.
- Hasan. Interview with an Agricultural Land Worker (Farmer), May 18, 2023.
- Hendrianto, Hendrianto, and Lutfi Elfalahy. “Ayat-Ayat Hukum dalam Alquran Mengatur Hubungan Sesama Manusia.” *Al-Istinbath: Jurnal Hukum Islam* 6, no. 1 (May 31, 2021): 165–78. <https://doi.org/10.29240/jhi.v6i1.2719>.
- Idham, Noor Cholis. “Javanese Islamic Architecture: Adoption and Adaptation of Javanese and Hindu-Buddhist Cultures in Indonesia.” *Journal of Architecture and Urbanism* 45, no. 1 (February 1, 2021): 9–18. <https://doi.org/10.3846/jau.2021.13709>.
- Ifat. Interview with an Office Staff of Tejamari Village, June 3, 2023.
- Iman, Iman Fadhilah, Tedi Kholiludin, Muhammad Lutfi Hakim, and Ubbadul Adzkiya’. “Exploring the Monogamy Principle in the Samin Community’s Customary Marriages in Kudus: Harmonisation of Tradition and State Law.” *Ijtihad: Jurnal Wacana Hukum*

Islam dan Kemanusiaan 23, no. 2 (2023): 281–304.
<https://doi.org/10.18326/ijtihad.v23i2.281-304>.

Juhenah. Interview with an Agricultural Land Owner, May 21, 2023.

Kamaruddin, Misbahuddin, Suprijati Sarib, and Syamsul Darlis. “Cultural-Based Deviance on Islamic Law; Zakat ‘Tekke Wale’ Spending in Basala, Konawe, Southeast Sulawesi, Indonesia.” *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 18, no. 2 (2023): 568–90.
<https://doi.org/10.19105/al-lhkam.v18i2.10150>.

Kato, Tsuyoshi. “Agricultural Rituals and Rice Cultivation in Negeri Sembilan: A Reconstruction from Oral History.” *Japanese Journal of Southeast Asian Studies* 26, no. 2 (September 30, 1988): 109–31. https://doi.org/10.20495/tak.26.2_109.

Komariah. Interview with an Agricultural Land Owner, May 21, 2023.

Kurniawan, Taufiq, and Asmak Ab Rahman. “Analisis Pelaksanaan Akad Ijârah dalam Sukuk Project Based Sukuk di Indonesia.” *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 19, no. 1 (June 2, 2019): 37–54.
<https://doi.org/10.30631/alrisalah.v19i1.254>.

Maharsiworo, K. R. T. Sunaryadi. “Islam in the Javanese Cultural Pluralism and the Keraton Performing Arts.” *Al-Albab* 2, no. 1 (June 1, 2013): 51–66.
<https://doi.org/10.24260/alalbab.v2i1.22>.

Majid, Rifaldi. “Designing Salam-Muzara’ah Linked Waqf to Financing Agricultural Sector.” *Journal of Islamic Monetary Economics and Finance* 7, no. 3 (October 8, 2021): 503–26.
<https://doi.org/10.21098/jimf.v7i3.1309>.

Manan, Abdul, Cut Intan Salasiyah, Syukri Rizki, and Chairunnisak Chairunnisak. “Paddy Cultivation Rituals in South Aceh, Indonesia: An Ethnographic Study in West Labuhan Haji.” *Cogent Social Sciences* 8, no. 1 (December 31, 2022): 2094075.
<https://doi.org/10.1080/23311886.2022.2094075>.

Marakeby, Muhammad al-. “Could Women Own Agricultural Land? Rethinking the Relationship of Islamic Law and Contextual Reality (Wāqi’).” *Die Welt Des Islams* 63, no. 2 (December 1, 2021): 184–212. <https://doi.org/10.1163/15700607-61040015>.

Marwadi. Interview with an Agricultural Land Worker (Farmer), May 18, 2023.

Marwiyah. Interview with an Agricultural Land Owner, May 21, 2023.

Masitoh. Interview with an Agricultural Land Owner, May 18, 2023.

Masykhur, Anis. “Titik Singgung Hukum Islam dengan Hukum Adat pada Naskah Perundang-Undangan Kerajaan Islam di Nusantara.” *Al-Manabij: Jurnal Kajian Hukum Islam* 14, no. 2 (December 3, 2020): 295–306.
<https://doi.org/10.24090/mnh.v14i2.3724>.

Maulana, Muhammad, and Aulil Amri. “Polarization of Profit Sharing of Paddy Cultivation in the Acehese Community as an Attempt to Alleviate Poverty: A Study of Fiqh Muamalah.” *Samarah: Jurnal Hukum Keluarga dan Hukum Islam* 5, no. 1 (June 30, 2021): 297–316. <https://doi.org/10.22373/sjhc.v5i1.8774>.

Maulidizen, Ahmad, and Mohammad Anton Athoillah. “The Concept of Muzāra’ah and Its Implications on Socio-Economic of Society in Cianjur, West Java.” *ESENSIA: Jurnal Ilmu-Ilmu Ushuluddin* 19, no. 2 (October 23, 2018): 229–47.
<https://doi.org/10.14421/esensia.v19i2.1583>.

- Munaroh. Interview with an Agricultural Land Owner, May 18, 2023.
- Mundakir, M., and Aat Hidayat. "Islamic Shari'a Configuration of Buka Luwur Tradition in Kudus." *QIJIS (Qudus International Journal of Islamic Studies)* 8, no. 1 (June 30, 2020): 201–25. <https://doi.org/10.21043/qijis.v8i1.7999>.
- Muslih. "Ismail Raji Al-Faruqi's Thought on Islamization of Knowledge and Its Significance for Islamic Education." *IJoReSH: Indonesian Journal of Religion, Spirituality, and Humanity* 2, no. 2 (December 28, 2023): 180–209. <https://doi.org/10.18326/ijores.v2i2.180-209>.
- Mutawali, Muhammad. "Customary Law of Dou Donggo Bima from the Perspective of Islamic and Indonesian Positive Law." *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 17, no. 1 (June 29, 2022): 1–27. <https://doi.org/10.19105/al-lhkam.v17i1.6007>.
- . "The Dialectics of Customary Law and Islamic Law: An Experience from Dou Donggo Customs of Bima, Indonesia." *AHKAM: Jurnal Ilmu Syariah* 21, no. 1 (June 30, 2021): 45–64.
- Nanang. Interview with an Agricultural Land Owner, May 21, 2023.
- Nurdin, Zefrizal, and Hilaire Tegnan. "Legal Certainty in the Management of Agricultural Land Pawning in the Matrilineal Minangkabau Society, West Sumatra." *Land* 8, no. 8 (July 30, 2019): 117. <https://doi.org/10.3390/land8080117>.
- Official Website of Tejamari Village. "ABOUT US: Tejamari Village." Accessed January 13, 2024. <https://tejamari-baros.desa.id/profil/>.
- Pongoliu, Hamid. "Pembagian Harta Waris dalam Tradisi Masyarakat Muslim di Gorontalo." *Al-Manahij: Jurnal Kajian Hukum Islam* 13, no. 2 (November 28, 2019): 187–202. <https://doi.org/10.24090/mnh.v13i2.3166>.
- Rahman, Muhamad Firdaus Ab, Hussein `Azeemi Abdullah Thaidi, Ahmad Syukran Baharuddin, Azman Ab Rahman, and Siti Farahiyah Ab Rahim. "Expansion of Agricultural Zakat Revenue in Malaysia on the Basis of the Current Maslahah." *Al-Jami'ah: Journal of Islamic Studies* 57, no. 1 (June 29, 2019): 231–56. <https://doi.org/10.14421/ajis.2019.571.231-256>.
- Rahman, Muhammad Aulia, Roibin Roibin, and Nasrulloh Nasrulloh. "Dayak Ngaju Customary Fines in Pre-Marriage Agreement to Minimize Divorce in the Perspective of Maslahah Mursalah Ramadhan al-Buthi." *El-Mashlahah* 13, no. 1 (June 30, 2023): 57–75. <https://doi.org/10.23971/el-mashlahah.v13i1.5623>.
- Rahman, Nur Hasnida Abd, Mohd Zaidi Md Zabri, and Mohammad Mahbubi Ali. "Addressing the Agricultural Financing Gap in Malaysia via Manihah Agricultural Financing Model: Will Islamic Banks Go the Extra Mile?" *Agricultural Finance Review* 82, no. 4 (October 1, 2021): 714–31. <https://doi.org/10.1108/AFR-04-2021-0043>.
- Saeroji. Interview with an Agricultural Land Worker (Farmer), May 18, 2023.
- Samsuri. Interview with an Agricultural Land Worker (Farmer), May 21, 2023.
- Saqib, Lutfullah, Kellie W. Roberts, Mueen A. Zafar, Khurram Khan, and Aliya Zafar. "Musharakah—A Realistic Approach to the Concept in Islamic Finance and Its Application to the Agricultural Sector in Pakistan." *Arab Law Quarterly* 28, no. 1 (January 1, 2014): 1–39. <https://doi.org/10.1163/15730255-12341270>.
- Sukaenah. Interview with an Agricultural Land Owner, May 21, 2023.

- Sukti, Surya, Munib Munib, and Imam S Arifin. "Pernikahan Adat Dayak Ngaju Perspektif Hukum Islam (Studi di Kabupaten Gunung Mas Kalimantan Tengah)." *El-Mashlahah* 10, no. 2 (December 30, 2020): 65–75. <https://doi.org/10.23971/maslahah.v10i2.2284>.
- Sukti, Surya, Munib Munib, Frenky Frenky, and Rachmadi Rachmadi. "The Manyanggar Tradition and Harmony of the Bakumpai Dayak Community in Central Kalimantan." *El-Mashlahah* 12, no. 1 (June 30, 2022): 1–13. <https://doi.org/10.23971/elma.v12i1.3663>.
- Susanto, Burhanuddin. "Pendapat al-Mazâhib al-Arba'ah tentang Bentuk Syirkah dan Aplikasinya dalam Perseroan Modern." *De Jure: Jurnal Hukum dan Syar'iah* 6, no. 1 (June 30, 2014): 10–19. <https://doi.org/10.18860/j-fsh.v6i1.3188>.
- Taufiq, Taufiq, and Razali Razali. "Ihtikar: Perilaku Menimbun dalam Kajian Muamalah." *JURIS (Jurnal Ilmiah Syariah)* 19, no. 1 (June 29, 2020): 85–95. <https://doi.org/10.31958/juris.v19i1.2130>.
- Thohari, Ilham, and Moh Makmun. "Reformasi Zakat Pertanian (Studi di Dusun Jeblok Desa Brudu Kecamatan Sumobito Kabupaten Jombang)." *Ijtihad: Jurnal Wacana Hukum Islam dan Kemanusiaan* 19, no. 2 (December 31, 2019): 185–203. <https://doi.org/10.18326/ijtihad.v19i2.185-203>.
- Widaningsih, Widaningsih, Suhariningsih Suhariningsih, Sihabuddin Sihabuddin, and Budi Santoso. "Legal Protection for the Partnership Agreement Parties." *Al-Risalah: Forum Kajian Hukum dan Sosial Kemasyarakatan* 22, no. 1 (June 30, 2022): 31–39. <https://doi.org/10.30631/alrisalah.v22i1.1118>.
- Yoo-In, Nammon. "Persistence of the Ritual of Calling the Khwan of the Rice Goddess in Don Pho Village, Tambon Chaina, Sena District, Ayutthaya Province." *Manusya: Journal of Humanities* 14, no. 3 (January 1, 2011): 46–59. <https://doi.org/10.1163/26659077-01403004>.
- Yusa. Interview with a Religious Figure of Tejamari Village, June 3, 2023.