

Research Article

Distribution of *Paron La'as* As Reviewed from The *Muzara'ah* Contract in Pademawu Sub-District Pamekasan

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Abstract: The agricultural sector plays a crucial role in supporting the livelihoods and economic stability of Indonesian society, particularly within the Pademawu community. Indonesia's vast agrarian landscape and strong reliance on agriculture have shaped various local traditions and cooperative systems among farmers. One such system is the muzara'ah agreement, a form of agricultural profit-sharing partnership between landowners and cultivators. This research focuses on the implementation of the Paron La'as agreement, a traditional form of muzara'ah practiced by the Pademawu community, which reflects both economic cooperation and Islamic legal principles. The study employs a qualitative approach using a field research design to collect descriptive data through interviews, observation, and documentation. The findings reveal that the Paron La'as system is conducted in accordance with the principles of Islamic law governing muzara'ah contracts, particularly in terms of fairness, mutual consent, and proportional profit distribution between landowners and farmers. Moreover, the study highlights how this cooperative practice not only strengthens economic ties within the community but also preserves local wisdom and social harmony. Therefore, the Paron La'as model demonstrates an effective integration of Islamic economic values with traditional agricultural systems, serving as a sustainable example of community-based agricultural cooperation in Indonesia.

Keywords: Agricultural Cooperation; Islamic Law; Muzara'ah; Pademawu Community; Paron La'as.

1. Introduction

Sharia economic law is a legal system affiliated with Islamic teachings. Its legal basis is based on the Quran and Hadith values, as well as the opinions of scholars [1]. The Muslim community engages in various economic activities. One of them is syirkah or musyarakah. Syirkah is a cooperation agreement between two or more individuals or entities that agree to conduct a specific business to obtain economic benefits in accordance with the agreed-upon contract [2]. This cooperation must comply with Sharia provisions, which prioritize the goal of *maslahah* (benefit) for both parties.

The implementation of syirkah in society can be carried out through the muzara'ah system. Muzara'ah is a collaboration between agricultural landowners and tenant farmers, with costs borne by the tenant farmers. This system is widely practiced in the Pademawu sub-district, Pamekasan Regency. Generally, farmers in the Pademawu community grow crops that are essential for daily consumption and are included in Indonesia's national food needs. This basic need is rice, which is ultimately used for the agricultural sector.

Given the urgency of rice production, the community strives to plant rice at least twice a year, both during the rainy and dry seasons. The availability of agricultural land in the Pademawu area significantly supports farmers' consistent and sustainable rice cultivation. They can also maximize agricultural production and achieve abundant yields by utilizing agricultural technology learned through local government-provided agricultural extension services.

Economically, the majority of the Pademawu community's livelihoods are in the agricultural sector. However, several groups within the community are engaged in other sectors, including civil servants (ASN), teachers, entrepreneurs, and other occupations. All of them are part of a social structure that is interconnected and supports the economy.

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Although most people are engaged in the agricultural sector, not all of them own agricultural land. Therefore, as humans endowed with reason, some communities engage in cooperative efforts (*syirkah*) to conduct economic activities through the agricultural sector. There are several types of communities in Pademawu regarding agricultural land issues: First, communities own their own land and cultivate it themselves without involving other parties. It means there is no collaboration, as their profession is inherently farming.

Second, communities own their own land but lack the opportunity to cultivate and work it themselves. Therefore, they must collaborate with other parties as cultivators, with a profit-sharing arrangement agreed upon by mutual agreement. Third, communities often lack access to land but have a strong desire to farm to support themselves and their families. Therefore, they seek out land leases to provide for their livelihoods. Another option, besides leasing land, is to seek out other landowners to collaborate on growing specific crops and then agree on a profit-sharing ratio.

The Pademawu community generally practices cooperation between landowners and tenant farmers through mutual agreements. The landowner fully surrenders their rice field to the tenant, who plants and manages it until harvest time. The tenant farmers openly accept the surrendered land and then plant the rice according to the agreement. The farmer assumes full responsibility for all aspects of the cultivation process, including all costs, from planting to harvest. The net yield is divided equally (50%-50%). This division, in Pademawu customs, is called *Paron La'as*, which refers to the relationship between landowners and tenant farmers.

The division issue, as explained above, prompted the researcher to conduct comprehensive research from the Islamic economic law perspective using the *Muzara'ah* contract.²

2. Literature Review

2.1 Muzara'ah Terminology

In Arabic, *muzara'ah* is derived from the verb *madhi* (in Arabic) and the verb *mudhori'* (in Arabic "zaara'a-yuzaari'u"), using the verb *mufa'ala* (in Arabic "to plant"). *Muzara'ah* itself is defined as cooperation in planting a predetermined crop. Terminologically, *muzara'ah* is a cooperative agreement between a landowner and a tenant farmer to plant a predetermined crop, provided that the seeds or financing are sourced from the tenant farmer, and the harvest is divided according to mutual agreement [3].

A similar agreement exists, namely, a cooperation in planting specific plant seeds according to an agreement called *mukhabarah*. The *mukhabarah* contract, part of the Islamic economic system, is similar in practice to the *muzara'ah* system [4]. However, the difference lies in the financing and the plant seeds being sourced from the landowner. It means that the tenant farmer is merely a manager in the agricultural sector, and the profits are divided according to mutual agreement.

There are two types of profit sharing in a *mukhabarah* contract: first, a wage system agreed upon by the landowner with the tenant farmer. In this case, the tenant farmer is considered the worker, while the landowner is the employer. The amount of wages and the payment period are agreed upon. This system is called *ijarah* in Islamic economics [5]. Second, a profit-sharing agreement occurs after planting is completed and the harvest is due, with an agreed-upon percentage.

The *muzara'ah* system historically existed during the time of the Prophet Muhammad (peace be upon him), where the companions collaborated to carry out economic activities through farming. Therefore, the term *muzara'ah* emerged during the Prophet's time, an agricultural system adapted to the geographical conditions of the Arabian Peninsula at that time. To this day, the *muzara'ah* contract remains prominent in Islamic economic literature [6].

Muzara'ah contracts can arise for several reasons [6]; first, differences in personal capabilities regarding land ownership and cultivation costs. As sharecroppers, some farmers may only have the skills and expertise to farm but lack the means to purchase land. Conversely, landowners sometimes lack the skills or opportunity to cultivate their own land [7]. Both parties can enter into a cooperative contract to mutually benefit by utilizing the land for cultivation and enjoying the results (profit-oriented). This concept in Islamic economic law is called *tabadal al-Manafi'*, a concept of mutual benefit for both parties [8].

Second, the majority of the Indonesian economy is agricultural, so all issues related to agriculture (*muzara'ah*) will continue as long as life exists on this earth. Agriculture is a basic need for all humanity because its produce provides food to sustain life (*ma'isyah*) from generation to generation until the time allotted by Almighty God.

Third, the *muzara'ah* contract is part of the teachings of Islamic economics, which emphasizes the common good, as stated in the *maqashid al-Shariah*, namely, safeguarding wealth (*hifdhu al-Mal*). It ensures that the wealth obtained is truly obtained through halal means and is free from haram. Furthermore, neither party in the transaction is disadvantaged by the exploitation of the other. It is because a sharia-based economic system requires balance in the economy, benefiting both the sharecropper and the landowner [9].

2.2. Muzara'ah Legitimacy

Islamic law comprehensively regulates the practice of *muzara'ah* in accordance with Sharia principles. Several sources of Islamic teachings reinforce its legitimacy as a theological foundation (*mashadir al-Ahkam*), including the Qur'an, Hadith, *Ijma'*, and *Qiyas*. Scholars agree upon these four sources of law and are therefore referred to as *Muttafaq* (religiously valid) evidence; their validity cannot be denied.

When executing a *Muzara'ah* contract, a legal determination regarding its validity is necessary to establish legitimacy and provide a Sharia legal basis, thereby preventing errors and defects in the transaction. If the practice does not comply with Sharia provisions, the contract will be invalid and must be annulled (*fasakh*). Therefore, legal legitimacy that clarifies the terms and conditions of a *Muzara'ah* transaction is crucial [10].

The conditions for the *muzara'ah* validity include [3]: (1) the person making the contract must be mature and sensible; (2) the seeds to be planted must be clear and capable of producing, so that they can obtain the harvest according to the agreement; (3) it must be productive land that can be planted with crops suitable for the land; (4) the contract for the harvest must be clear in accordance with the mutual agreement made at the beginning of the contract; (5) The contract object must be clear regarding the use of seeds, fertilizers and medicines, as applicable in the local area.

The pillars for the *muzara'ah* validity that must be present according to sharia provisions include [11]: (1) the existence of *ijab qabul*, namely a clear contract between the land owner and the farmer; (2) the presence of both parties, namely the farmer and the land owner (*'aqidain*), with the provisions of being mature and sensible, and able to conduct transactions independently; (3) The existence of an object (*ma'qud ilaih*), namely the land or soil that will be used for planting according to the agreement. Usually, productive land that can be planted with abundant yields must be sought; (4) there are provisions for profit sharing (*nisbah*) according to mutual agreement. The implementation of profit-sharing provisions is adjusted to local customs that are expected to benefit both parties and not disadvantage either party to the transaction.

The *muzara'ah* terms and pillars are a necessity in conducting *mua'malah* transactions, as a legal standard for regulating cooperative practices in land cultivation. The goal is to achieve mutual benefit and avoid disputes among all parties involved in the transaction. In accordance with what was once stated by Sheikh Abu Zahrah, sharia was created for the benefit of Allah's servants (*Al-Syari'atu Masyru'atun Limasholih al-'Ibat*).

Every transaction that complies with Sharia principles will achieve several benefits, including: first, apparent legal validity, as the practice is truly legally based on divine commandments and the undeniable Sunnah of the Prophet Muhammad (peace be upon him). Second, it safeguards the welfare of the Muslim community, in particular, and humanity in general, by seeking God's bounty on earth, thereby preventing hostility and conflict.

Third, it is protected from unclear economic practices (*dharar*) that can harm others through mutual exploitation, which can undermine the community's economic stability. Fourth, the community is protected from all usurious practices that can devastate a country's economic future [8]. Through the regulation of the sharia economic system, the community is educated about the limits of economic practices permitted by sharia and those containing elements of usury, as well as their harmful consequences for society. Fifth, following the provisions of the Shari'a, Allah and His Messenger will receive blessings in their lives both in this world and in the afterlife.

3. Research Method

This research employed a qualitative research method [12], a type of field-based research [13] that generates analytical and descriptive data. Qualitative research is highly relevant for examining human behavior, norms, and phenomena related to human cultural outcomes, which are often presented in verbal descriptions as objective research findings [14].

The research focused on human behavior, specifically the practice of economic cooperation, as examined through the muzara'ah contract. Therefore, qualitative research is highly suitable for producing valid and objective research [15].

4. Discussion

Distribution Of Paron La'as As Seen In The Muzara'ah Contract

Pademawu Timur Sub-district is located in Pamekasan Regency, which has 20 villages and two sub-districts. Geographically, the Pademawu sub-district still has abundant agricultural land that can be utilized as a source of livelihood. Therefore, most livelihoods are in the agricultural sector.

Agriculture is vital to the survival of any nation, especially in Indonesia, which is renowned for its agricultural potential. All basic human needs depend heavily on agricultural products, whether for direct consumption or as raw materials for industry to produce goods or services needed by consumers. Therefore, it is urgent to take all measures to advance and develop agricultural productivity by utilizing appropriate technology, especially in the Pademawu sub-district.

Furthermore, as Muslims who adhere to religious commands with transcendental beliefs, when carrying out economic practices in the agricultural sector (muzara'ah), one must rely on Sharia legitimacy as stipulated in the Qur'an and Sunnah, coupled with the scholarly expertise of Islamic jurists (ijtihad), whose opinions have been recognized through Sharia legal fatwas.

Before delving further into the distribution of land and land parcels in Pademawu sub-district from the perspective of the muzara'ah contract, it is necessary to understand the prevailing practices within the community as a basis for objective analysis to determine their compliance with Sharia guidance, which has been legitimized in Sharia economic law regarding the legal theory of muzara'ah.

The Pademawu community practices two types of agricultural cooperation: First, sharecroppers manage other people's land (rice fields) and plant them with la'as seeds (grain), provided that the farmer bears all costs. Second, sharecroppers manage other people's rice fields and plant la'as, provided that the landowner covers all costs. Both typologies share a profit-sharing agreement regarding the harvest obtained in accordance with a predetermined agreement.

In the first typology, the mechanism is as follows: first, the sharecropper enters into a verbal agreement with the rice field owner to plant la'as seedlings. Second, the rice field owner agrees to the agreement based on trust, entrusting the land to the sharecropper. Third, the sharecropper undertakes all aspects of management, from planting seeds and watering to fertilizing, applying agricultural chemicals, and intensive maintenance, until harvest. The landowner merely observes and supervises the work carried out by the sharecropper.

Fourth, all costs incurred in the planting process up to the harvest date are borne by the tenant farmer in full. Fifth, after the harvest date, the harvested la'as is divided according to a traditional or customary system, the Paron La'as system.

The Paron La'as system means that the net yield from the la'as harvest is divided equally between the tenant farmer and the rice field owner in equal amounts (50-50, 50%). If the net yield is 50 sacks of la'as, the distribution is divided in half: 25 sacks are given to the tenant farmer, and the remaining 25 sacks are given to the rice field owner.

This distribution is carried out after calculating the net yield, which is the final result of the total la'as subtracted from the gross yield, which is the total harvested la'as. Not all of the harvested la'as is distributed directly; instead, the harvesting fee, paid in la'as, is deducted from the total amount. It is because harvesting agricultural products in the form of la'as still requires the labor or services of others. Therefore, the sharecropper must hire several workers to harvest the la'as. They are paid not in cash but in the harvested la'as. The remainder is directly divided between the sharecropper and the rice field owner.

In the wage system, the harvesters who request assistance in harvesting la'as in the rice fields are not paid in cash but are paid in the la'as yield, an agreed-upon amount. It is based on a common custom or tradition among the Pademawu people.

In the second typology, related to agricultural cooperation contracts (*muzara'ah*), the mechanism is generally the same as the first typology. However, the financing is borne entirely by the landowner, so the harvest is not shared equally; instead, it favors the rice field owner. The ratio is one-third (1/3) to the sharecropper and two-thirds (2/3) to the rice field owner. This system is called the *mukhabarah* contract in Islamic economics.

Examining the practice of agricultural cooperation in the Pademawu community, researchers could find realistic and objective findings, among others. First, as seen from the cooperation contract, there is no written agreement; instead, it is based on verbal agreements founded on the principle of trust. Such a system, when viewed from the perspective of the *muzara'ah* contract, does not appear to be legally clear. In the Islamic economic system, it is taught that all *mu'amalah* transactions related to cooperation between individuals or entities require a written agreement as formal legal evidence in the event of future problems (default).

Second, regarding the requirements and pillars of the agricultural cooperation agreement in the Pademawu community, it can be said that it meets the requirements and pillars stipulated in the *muzara'ah* system. The most basic requirements are met: the agreement must be carried out by an adult, mature, and sane person; the seeds to be planted must be rice (*la'as*), the land must be clearly productive, and the agreement must be clearly drawn up, even if not in writing. Furthermore, the pillars also meet Sharia requirements, namely the presence of a contract, a tenant farmer, a landowner, the object of the contract, and a profit-sharing ratio (*nisbah*).

Third, regarding the management mechanism of agricultural cooperation, viewed from the perspective of the *muzara'ah* contract, it is very appropriate and presents no contradictions whatsoever. The *muzara'ah* contract, in which planting, maintenance, and all costs up to harvest are the responsibility of the tenant farmer. The landowner, acting merely as a controller, is not burdened with anything; he receives a share of the profits after the harvest. Fourth, analyzing the profit-sharing of agricultural cooperation carried out by the Pademawu community, based on the *Paron La'as* provisions between tenant farmers and rice field owners, is in accordance with the provisions of the *muzara'ah* contract. The provisions of the *muzara'ah* contract regarding the distribution of profits are not clearly defined but are based on mutual agreement between the parties. This agreement can be based on established customs or traditions within the community.

Tradition is an essential topic in the study of Islamic jurisprudence (*fiqh*) and *ushul fiqh* (Islamic jurisprudence) because it can serve as a source of law (*Mashadir al-Ahkam*), known as *'urf* (tradition or custom). It gives rise to legal arguments, as outlined in the *fiqh* principle (*العادة المحكمة*), meaning that custom can become law. This principle can serve as a legal basis (principle of legality) for distributing *la'as* harvests in the Pademawu community, which frequently engages in cooperation under the *muzara'ah* contract. Thus, the Pademawu community's practice of distributing anvils (land) complies with the provisions of the *muzara'ah* contract.

5. Conclusions

From the foregoing discussion, it can be concluded that: first, the agricultural cooperation practices practiced by the Pademawu community encompassed two types: (1) a cooperation contract between tenant farmers and rice field owners, with financing and management borne by the farmers (*muzara'ah*); and (2) a cooperation contract between tenant farmers and rice field owners, with financing borne by the rice field owners, while management remained with the farmers (*mukhabarah*). Second, the agricultural cooperation practices practiced by the Pademawu community did not conflict with the *muzara'ah* contract.

The author's suggestions are: first, the *muzara'ah* contract practiced by the Pademawu community can inspire Indonesians in general to engage in agricultural cooperation. Second, the government should strengthen regulations related to agricultural cooperation in accordance with Islamic economic principles.

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