

ABSTRAK

Mochammad Rizal Abidien, 12101193029, Tinjauan Akad *Mukhabarah* Terhadap Sistem Sewa Lahan Pertanian di Desa Kerjen Kecamatan Srengat Kabupaten Blitar, Jurusan Hukum Ekonomi Syariah, Fakultas Syariah dan Ilmu Hukum, UIN Sayyid Ali Rahmatullah Tulungagung, 2022, Pembimbing Dr. H. Nur Efendi, M.Ag.

Kata Kunci: Tinjauan Akad *Mukhabarah* Terhadap Sistem Sewa Lahan Pertanian, *Mertelu*, Sewa Lahan Pertanian, *Mukhabarah*

Penelitian ini dilatar belakangi adanya praktik sewa lahan pertanian di Desa Kerjen Kecamatan Srengat Kabupaten Blitar yang telah dipraktikkan masyarakat setempat sejak lama secara turun menurun hingga ke generasi sekarang. Masyarakat mengenal dengan sebutan perjanjian sewa lahan *mertelu*. Pelaksanaan perjanjian *mertelu* memiliki kemiripan prinsip kerja sama dengan *akad mukhabarah*. Akan tetapi terdapat perbedaan pada kerja sama *mertelu* jika terjadi kerugian dari hasil panen akan ditanggung salah satu pihak saja dan bukan kedua belah pihak

Rumusan masalah dalam penelitian ini adalah (1) Bagaimana sistem sewa lahan pertanian di Desa Kerjen, Kecamatan Srengat, Kabupaten Blitar? (2) Bagaimana penerapan Akad *Mukhabarah* terhadap sistem sewa lahan pertanian di Desa Kerjen, Kecamatan Srengat, Kabupaten Blitar?

Pendekatan penelitian yang digunakan dalam penelitian ini nantinya adalah penelitian kualitatif dengan menggunakan jenis penelitian hukum yang dibagi menjadi dua model penelitian, yaitu penelitian hukum normatif dan penelitian hukum empiris. Proses pengumpulan data pada penelitian ini melalui proses observasi, wawancara, dokumentasi. Adapun tahapan dalam melakukan pengembangan data melalui tahapan sebagai berikut diantaranya, kondensasi data, penyajian data, penarikan kesimpulan dan verifikasi agar data yang tersusun dalam penelitian ini tidak diragukan kredibilitasnya maka perlu untuk melakukan pengecekan keabsahan data dengan teknik triangulasi.

Hasil penelitian ini menunjukkan bahwa: (1) Pelaksanaan sistem sewa lahan pertanian di Desa Kerjen, Kecamatan Srengat, Kabupaten Blitar menggunakan besaran imbalan hasil keuntungan *mertelu* dan *maro*. Memang pada awalnya mayoritas mempraktikkan imbalan hasil keuntungan *maro*, dimana kerugian hasil panen akan dibebankan kepada petani penggarap akan tetapi seiring berjalannya waktu mulai ditinggalkan dan masyarakat beralih menggunakan imbalan hasil keuntungan *mertelu*. Jika ditelaah lebih lanjut konsep imbalan hasil keuntungan *mertelu* memiliki konsep yang mirip dengan *akad mukhabarah* dimana tanggung jawab pengelolaan lahan pertanian termasuk rincian modal dibebankan kepada petani penggarap. (2) Ditinjau dari akad *mukhabarah* tentang sewa lahan pertanian di Desa Kerjen, Kecamatan Srengat, Kabupaten Blitar jika dilihat secara umum telah memenuhi rukun dan syarat pelaksanaan akad *mukhabarah*, yaitu adanya *Ijāb* dan *qabūl* atau dengan menggunakan akad yang umunya hanya secara lisan tanpa adanya perjanjian tertulis. Jika ditinjau dari akad *mukhabarah* praktik sewa menyewa tanah di desa Kerjen tersebut telah sesuai dengan syariat Islam. Jika diperhatikan lebih jauh, terdapat beberapa hal yang seharusnya tidak dilakukan

dalam praktik kerja sama yang berlaku di masyarakat Desa Kerjen tersebut. Seperti tidak adanya perjanjian tertulis yang dilakukan dengan prosedur yang benar, walau akad lisan diperbolehkan dan dianggap sah dalam Islam, namun dilihat dari berbagai sisi, pada masa modern ini juga harus ada penyesuaian yang dilakukan dan perjanjian secara autentik akan lebih aman.

ABSTRACT

Mochammad Rizal Abidien, 12101193029, Review of the *Mukhabarah* Agreement on the Agricultural Land Leasing System in Kerjen Village, Srengat District, Blitar Regency, Department of Sharia Economic Law, Faculty of Sharia and Law, UIN Sayyid Ali Rahmatullah Tulungagung, 2022, Supervisor Dr. H. Nur Efendi, M.Ag.

Keywords: Survey of Mukhabarah Contracts Against Agricultural Land Leasing System, Mertelu, Agricultural Land Leasing, Mukhabarah

The background of this research is the practice of leasing agricultural land in Kerjen Village, Srengat District, Blitar Regency, which has been practiced by the local community for a long time, from generation to generation. The community is known as the *Mertelu* land lease agreement. The implementation of the *mertelu* agreement has similarities in the principle of cooperation with the *mukhabarah* contract. However, there are differences in *Mertelu* cooperation if there is a loss from the harvest it will be borne by one party only and not both parties.

The formulation of the problems in this study are (1) How is the agricultural land leasing system in Kerjen Village, Srengat District, Blitar Regency? (2) How is the application of the Mukhabarah Agreement to the agricultural land leasing system in Kerjen Village, Srengat District, Blitar Regency?

The research approach used in this research will be qualitative research using legal research which is divided into two research models, namely normative legal research and empirical legal research. The process of collecting data in this study through the process of observation, interviews, documentation. As for the stages in developing the data through the following stages including, data condensation, data presentation, drawing conclusions and verification so that the credibility of the data compiled in this study is not doubted, it is necessary to check the validity of the data using a triangulation technique.

The results of this study indicate that: (1) The implementation of the agricultural land leasing system in Kerjen Village, Srengat District, Blitar Regency uses the profit margin of *mertelu* and *maro*. Indeed, at first the majority practiced *maro* profit sharing, where crop yield losses would be borne by sharecroppers, but over time they began to be abandoned and the community switched to using *mertelu* profit margins. If examined further, the concept of the balance of profits, *Mertelu* has a concept similar to a *mukhabarah* contract where the responsibility for managing agricultural land, including details of capital, is borne by sharecroppers. (2) Judging from the *mukhabarah* contract regarding the lease of agricultural land in Kerjen Village, Srengat District, Blitar Regency, in general it has fulfilled the pillars and conditions for the implementation of the *mukhabarah* contract, namely the existence of *Ijāb* and *qabūl* or by using a contract which is generally only verbal without any agreement written. If viewed from the *mukhabarah* contract, the practice of leasing land in Kerjen village is in accordance with Islamic law. If you pay more attention, there are several things that should not be done in the

cooperative practices that apply in the Kerjen Village community. As there is no written agreement carried out with the correct procedures, even though oral contracts are permitted and considered valid in Islam, seen from various sides, in this modern era there must also be adjustments made and authentic agreements will be safer.

