

PRICING SYSTEM IN LAND LEASING IN REVIEW OF IJĀRAH 'ALA AL-MANĀFI' CONTRACT CASE STUDY IN ACEH BESAR

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Abstract

In the fiqh context of land leasing, there are variations in scholarly opinion regarding the legality and conditions of leasing. Some scholars argue that the leased land must provide direct benefits to the tenant, such as for agriculture, while others allow leasing for commercial activities. Rental pricing is a major concern as factors such as location, economic potential and land condition affect the rental value. This study aims to determine the system of determining land rental prices for business premises in the perspective of the *ijarah 'ala al manafi'* contract. Qualitative methods are used with observation and interview techniques to understand the practice of leasing in the perspective of Islamic economics. From this research, the results obtained in the practice of leasing land in Krueng Barona Jaya District, the principles of Islamic law, especially in the *ijārah 'ala al-manāfi'* contract, have generally been followed, including clarity of object, price, and time period. However, there is a discrepancy in terms of land benefits that cannot be obtained directly, which according to the view of the Shafi'iyah scholars, states that the benefits of the lease must be used immediately. Therefore, there needs to be more attention in ensuring the agreement is in accordance with the provisions of fiqh so that all parties get fair rights and obligations, and to achieve blessings in every transaction.

Keywords: Akad Ijarah 'Ala Al Manafi', Aceh Besar, Islamic Economic Law, and Land



Abstrak

Dalam konteks fiqih penyewaan tanah, terdapat variasi pendapat ulama terkait legalitas dan syarat penyewaan. Beberapa ulama berpendapat tanah yang disewakan harus memberikan manfaat langsung kepada penyewa, seperti untuk pertanian, sementara yang lain membolehkan penyewaan untuk kegiatan komersial. Penetapan harga sewa menjadi perhatian utama karena faktor lokasi, potensi ekonomi, dan kondisi tanah mempengaruhi nilai sewa. Tujuan Penelitian ini bertujuan mengetahui sistem penetapan harga sewa tanah untuk tempat usaha dalam perspektif akad *ijarah 'ala al manafi'*. Metode kualitatif digunakan dengan teknik observasi dan wawancara untuk memahami praktik sewa-menyewa dalam perspektif ekonomi Islam. Dari penelitian ini diperoleh hasil dalam praktik sewa menyewa tanah di Kecamatan Krueng Barona Jaya, prinsip-prinsip syariat Islam, khususnya dalam akad *ijârah 'ala al-manâfi'*, telah diikuti secara umum, termasuk kejelasan objek, harga, dan jangka waktu. Namun, terdapat ketidaksesuaian dalam hal manfaat tanah yang tidak bisa diperoleh secara langsung, yang menurut pandangan ulama Syafi'iyah, menyatakan bahwa manfaat sewa harus dapat segera digunakan. Oleh karena itu, perlu adanya perhatian lebih dalam memastikan kesepakatan sesuai dengan ketentuan fiqih agar semua pihak mendapatkan hak dan kewajiban yang adil, serta untuk mencapai keberkahan dalam setiap transaksi.

Kata kunci: Akad Ijarah 'Ala Al Manafi', Aceh Besar, Hukum Ekonomi Islam, Tanah

INTRODUCTION

In the practice of land leasing in Krueng Barona Jaya, the land lease agreement is based on an agreement agreed by both parties, and is usually carried out for a predetermined period of time. In the context of fiqh, scholars have different views on land leasing, especially because the benefits of the land are not immediately felt by the tenant. The benefits of the land will only arise if the tenant cultivates the land, either for agricultural land or other business activities. However, in empirical reality, land leasing has now become common in the community, especially for



lands that are in strategic locations and used for business purposes, such as setting up stalls for street vendors or stalls. In Krueng Barona Jaya sub-district, which borders the city of Banda Aceh, a lot of vacant land is rented out to businesses because of its strategic location. Problems arise when the rental price of the land varies depending on the strategic value of the location, rather than the useful value of the land. For example, land located on the main road connecting Krueng Barona Jaya and Ulee Kareng sub-districts has a much higher rental value than vacant land located in the alleys between gampong. The author has contacted several parties who have leased land for various purposes such as the construction of stalls or other business premises. In practice, the land rental system applied by landowners varies, although the land may require additional costs such as for hoarding or other maintenance. In fact, if the stall or business established on the land is successful and attracts many visitors, the rental value of the land will increase in the next rental period. This shows that land rental pricing is very relative and may tend to exploit the tenant. Therefore, the author will take a closer look at this empirical reality and compare it with the fiqh concept of *ijarah 'ala al-manafi'*.

Based on the various forms of land lease pricing that have been agreed between landowners and tenants in Krueng Barona Jaya, it is important to conduct further studies on several related aspects. These include what system must be adhered to by both parties in the land lease agreement, how the land lease price fixing mechanism works, and what payment method is applied in the local community. In addition, how the *ijarah 'ala al-manafi'* contract views the pricing system in land leasing in Krueng Barona Jaya District.

This paper will discuss the system that must be fulfilled by the parties in the land lease agreement, the steps taken in determining the land lease price, and the payment mechanism between the tenant and the landowner in Krueng Barona Jaya District. In addition, this paper will also analyze the land lease pricing system from the perspective of the *ijarah 'ala al-manafi'* contract.

Previous studies related to this research can be seen in several articles, including Fajri Z.'s article entitled "Meeting Hall Rental Agreement Clauses in the Perspective of Akad *Ijārah 'Ala Al-Manafi'*" published in 2018, which provides an overview of how the principles of Islamic law are applied in building rental agreements. In addition, there is an article by R. Zainul



Musthofa and Siti Aminah which discusses "Islamic Law Review of Leasing (Ijarah) Village Cash Land" in the journal *Al-Maqashid: Journal of Economics and Islamic Business* in 2021, which emphasizes the importance of compliance with sharia in managing village assets. Another article, by Mutia Arjayanda, titled "Land Rent Payment System in Traditional Gold Mining in Sawang Subdistrict in the Perspective of *Ijārah Bi Al-Manfa'ah*," was published in *Al-Mudharabah: Journal of Islamic Economics and Finance* in 2022, provides a view of the implementation of the ijarah contract in the mining sector. Finally, there is an article by Moh Said, Muhammad Tawwaf, and Syafiah Syafiah which examines "The Concept of Al-Ijarah in the Rental System Study on Boarding Houses in Pekanbaru City-Riau," published in *Nusantara: Journal for Southeast Asian Islamic Studies* in 2020, analyzes the concept of al-ijarah in the rental system of boarding houses in Pekanbaru-Riau, which shows the application of the ijarah contract in an urban context. This whole study is an important foundation for understanding and analyzing land leasing practices in Krueng Barona Jaya District.

The determination of land rental prices in Krueng Barona Jaya is based more on the strategic value of the location than on the direct benefits of the land, tending to be inconsistent with the principles of justice in fiqh, especially in the *ijarah 'ala al-manafi'* contract. Fiqh emphasizes the benefits that must be obtained fairly by the tenant, while in practice, the fluctuating rental price that depends on the success of the tenant's business can be considered unfair and potentially exploit the tenant. Therefore, this practice needs to be revisited to ensure that it complies with fiqh principles that prioritize justice for both parties.

This article discusses the practice of land leasing in Krueng Barona Jaya, focusing on the agreement of rental prices that are often based on the strategic value of the location, rather than the direct benefits of the land. This reality is analyzed by comparing it to the fiqh principles of *ijarah 'ala al-manafi'*. Using a qualitative approach through interviews with relevant parties, this article explores the system, pricing, and payment mechanisms in the local context. Conclusions and recommendations are aimed at ensuring the compatibility of land leasing practices with the principles of justice in fiqh.

RESEARCH METHODS



This qualitative research is a field study involving in-depth interviews with various parties, such as village officials, landowners, and tenants. This approach aims to gather information directly from sources involved in land leasing, thus enabling an in-depth understanding of the system, pricing, and payment mechanisms in the local context. In this way, researchers can thoroughly explore the realities and perspectives that exist in the field.¹

RESULTS AND DISCUSSION

A. Definition and legal basis of *ijarah* 'ala al manafi'

Leasing, known in Arabic as *ijarah*, literally means wage, rent, service, or reward (*al-ajru*). In general, *ijarah* refers to the reward for work (*a-jazau 'alal a'mal*) or reward (*tsawab*). In other contexts, the word *ijarah* can also refer to the term *al-ujrah*, which means wage or rent. In addition, linguistically, *al-ajru* can also be interpreted as *al-'iwadh* which means compensation. In the study of Sharia Economic Law (Fiqh Mu'amalah), both wages and rent are included in the *al-ijarah* category.² Wages are rewards (*'iwadh*) given for the benefits obtained from services or work performed by other parties. This wage is a form of recognition of the contribution made by a person through his work or expertise, even though the benefits are not directly felt at that time. Meanwhile, rent is the reward or compensation given for the benefits obtained from the property of another party. This rent is known as *al-ijarah al-'ain*, which is related to goods or objects that have a real existence and clear benefits, such as renting a vehicle, shop, or house.³

Scholars have various views on the definition of the term *ijarah*. According to the Hanafis, *ijarah* is a contract that provides benefits in return for money. The Malikiyah view *ijarah* as a contract that gives ownership rights to the permissible benefits of an item for a certain period of time in return for something that is not derived from the benefits of the item. The

¹ Muhammad Siddiq Armia, *DETERMINING LEGAL RESEARCH METHODS & APPROACHES*, ed. Chairul Fahmi (Banda Aceh: Lembaga Kajian Konstitusi Indonesia, 2022).

² Iwandi Iwandi, Rustam Efendi, and Chairul Fahmi, "THE CONCEPT OF FRANCHISING IN THE INDONESIAN CIVIL LAW AND ISLAM," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 2 (2023), <https://doi.org/10.22373/al-mudharabah.v5i2.3409>.

³ Ganjar Santika, "FIQIH KAIDAH ON AKAD MUDHARABAH AND MURABAHAH," *Rabbani Economic Journal* 2, no. 2 (2022), <https://doi.org/10.53566/jer.v2i2.123>.



Shafi'iyah scholars define *ijarah* as a contract that aims to obtain a clear and specific benefit, which can be given and permitted in return for a certain reward. Shaykh Shihab al-Din and Shaykh Umairah stated that *ijarah* is a contract to obtain a known and deliberate benefit, with the aim of providing and allowing this benefit in return for a reward that is known at the time of the contract. According to Muhammad al-Shibani al-Khatib, *ijarah* is the possession of benefits in return for certain conditions. Some other scholars define *ijarah* (leasing) as a transaction carried out to obtain the benefits of something provided by another party by paying in accordance with the agreed agreement.⁴

Ijarah can be understood as an agreement that aims to take advantage of an object, provided that the object does not experience a material reduction. In other words, in the practice of leasing, only the benefit of the leased object is transferred, while the ownership remains with the owner of the goods. In return for the benefits obtained from the object, the tenant is obliged to provide payment.

According to the National Shari'ah Council Fatwa No.09/DSN/MUI/IV/2000, *ijarah* is a contract that transfers the right to use (benefits) of a good or service for a certain period of time through payment of rent or wages, without involving the transfer of ownership of the goods. Therefore, in an *ijarah* contract, the ownership of the goods remains with the original owner, while only the right to use them is transferred from the owner to the tenant.⁵

In the Qur'an there is an explanation of *ijarah 'ala al-manafi'*, including : Allah's Word in Surah al-Kahf verse 77 which reads:

فَانْطَلَقَا حَتَّىٰ إِذَا أَتَبَا أَهْلَ قَرْيَةٍ اسْتَطْعَمَا أَهْلُهَا فَأَبَوْا أَنْ يُضَيِّفُوهُمَا فَوَجَدَا فِيهَا جِدَارًا يُرِيدُ أَنْ يَنْقَضَ فَأَقَامَهُ قَالَ لَوْ شِئْتَ لَتَّخَذْتَ عَلَيْهِ أَجْرًا

Meaning: "So the two traveled on until they came to the inhabitants of a land, and they asked to be entertained by the people of that land, but the people refused to entertain them. Then they found a wall that was about to fall down in the land, so Khidhr raised the wall.

⁴ Moh Said MH, Muhammad Tawwaf, and Syafiah Syafiah, "CONCEPT OF AL-IJARAH ON RENTING SYSTEMS Study on Boarding Houses in Pekanbaru City-Riau," *Nusantara; Journal for Southeast Asian Islamic Studies* 16, no. 1 (June 2020): 40, <https://doi.org/10.24014/nusantara.v16i1.10652>.

⁵ Rosita Tehuayo, "Leasing (Ijarah) in the Islamic Banking System," *Tahkim* 14, no. 1 (2018), <https://doi.org/10.33477/thk.v14i1.576>.

Moses said: 'If you wish, you may take a reward for it.'" (QS. Al-Kahf: 77).

This verse shows clearly that someone who has done work or utilized an item must receive a reward for the effort or benefit obtained.⁶

Hadith of the Prophet SAW:

وَاسْتَأْجَرَ النَّبِيُّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ وَأَبُو بَكْرٍ رَجُلًا مِنْ بَنِي الدَّيْلِ ثُمَّ مِنْ بَنِي عَبْدِ بْنِ عَدِيٍّ هَادِيًا خَرِيئًا
الْخَرِيْتُ الْمَاهِرُ بِالْهَدَايَةِ.

Meaning: "The Prophet (peace and blessings of Allaah be upon him) and Abu Bakr hired a skillful guide from Banu ad-Dail and then from Banu 'Abdu bin 'Adi.⁷

The Prophet's Hadith also says that narrated by Ibn Abbas, that the Prophet said: "Be pleased, then give the cupper his wages". (HR. Bukhari and Muslim).⁸

This Hadith shows that the practice of leasing or *ijarah* is allowed. This is understood from the action of the Prophet Muhammad who hired and paid a wage to a guide who guided his journey with Abu Bakar ra. Since the Prophet Muhammad was a good example for the people, his actions became an example that should be followed.

The pillars and conditions of *ijarah*

The pillars of *ijarah* are as follows:

- a. The majority of scholars agree that the pillars and conditions of *ijarah* consist of four elements: the parties to the contract (*Aqid*), *sighat* (ijab and qabul), benefits, and wages.
- b. The contracting parties (*mu'jir* and *musta'jir*) must fulfill certain conditions. *Mu'jir* is the one who gives wages or rents, while *musta'jir* is the one who receives wages. Both must understand the

⁶ Mutia Arjayanda, "Land Rent Payment System in Traditional Gold Mining in Sawang Subdistrict in the Perspective of Ijarah Bi Al-Manfa'Ah Akad," *Al-Mudharabah: Journal of Islamic Economics and Finance* 4, no. 1 (2022): 23–29, <https://doi.org/10.22373/al-mudharabah.v4i1.2019>.

⁷ Reference: <https://Almanhaj.Or.Id/1640-Ijarah-Letting.Html>

⁸ Ministry of Religious Affairs of the Republic of Indonesia, *Al-Quran and its translation* (Semarang: PT. Karya Toha Putra) juz, 2 cet. 3rd, p. 29

- benefits of the goods or services being contracted, have common sense, and be able to distinguish between good and bad.
- c. Sigat includes *ijab* and *qabul*, which are statements of promise of consent from both parties.
 - d. The goods or services must have clear benefits, and these benefits must not be contrary to *shar'i* law.
 - e. Wages must be clearly determined or the amount is known. There are two methods of paying wages, namely depending on the results of the object's performance (*al-ujrah*) or not depending on the object's performance (*al-ju'alah*).⁹

According to the Hanafiyah scholars, the pillars of *ijarah* consist of *ijab* and *qabul*, which can be expressed in words such as *al-isti'jar*, *al-iktira'*, and *al-ikra'*. Meanwhile, the majority of scholars state that the pillars of *ijarah* include four elements, namely '*Aqid* (the contracting parties), the *sigat* of the contract, *ujrah* (wages), and benefits. Meanwhile, according to the Muamalat Institute-Research, Training, Consulting, and Publication Team, the pillars of *ijarah* include the tenant (*musta'jir*), the owner of the goods (*mu'ajjir*), the goods or objects of rent (*ma'jur*), the rental price or rental benefits (*teachings* / *ujrah*), and *ijab* and *qabul*.¹⁰

The conditions of the *ijārah* contract include:

1. The parties involved in the *ijārah* contract must have reached puberty and be of sound mind according to the Shafi'i and Hanbali schools of thought. If one of the parties is a child or someone who is not of sound mind, then their *ijārah* contract is considered invalid. However, according to the Hanafi and Maliki Mazhabs, a child who has *mumayyiz* can do an *ijārah* contract with the consent of his guardian.
2. Both parties must voluntarily enter into an *ijārah* contract. If one of the parties is forced, then the contract is invalid.

⁹ Saprida Saprida, Zuul Fitriani Umari, and Zuul Fitriana Umari, "Socialization of *Ijarah* in Islamic Law," *AKM: Action to the Community* 3, no. 2 (2023), <https://doi.org/10.36908/akm.v3i2.647>.

¹⁰ Laila Muhammad Rasyid and Fanny Tasyifa Mahdy, "THE ROLE OF FEMINIST JURISPRUDENCE IN LEGAL THOUGHT," *JURISTA: Journal of Law and Justice* 6, no. 2 (December 1, 2022): 113–31, <https://doi.org/10.1234/JURISTA.V6I2.19>.



3. The benefits of the object of *ijārah* must be clear and known so as not to cause disputes in the future. The contract is considered invalid if the benefits are not clear.
4. The object of *ijārah* must be able to be handed over and used directly without defects. Scholars agree that it is not valid to lease something that cannot be handed over or used directly by the tenant.
5. The object of *ijārah* must be something that is permissible by Shara'. It is not permissible to lease for prohibited activities such as witchcraft, murder, gambling, prostitution, or worship for non-Muslims.
6. The object of *ijārah* must be an item that can be rented out such as a house, car, or riding animal.
7. The wage or rent in an *ijārah* contract must be clear, valuable, and not in the form of goods that are prohibited by Shara'.¹¹

The requirements in land leasing are essential to ensure a fair deal and reduce potential conflicts in the community. First, the land lease agreement must be in writing and signed by both parties. This document should include a full description of the land being leased, the term of the lease, the rental price, and the mode of payment. This provision provides clarity and legal protection for both parties involved.

Types of *ijarah*

In *ijarah*, there are several types that can be categorized based on the object and ownership of the benefit. These types include:

- a. There are two types of *ijarah* when viewed in terms of its object, namely the first, *ijarah right of use*, which is when the benefit of an item is used as the object of the contract, such as renting a house to live in or a vehicle to use. Second, *ijarah a'mal* is when the work or service of a person is used as the object of the contract, such as renting labor to build buildings, sew clothes, and the like.
- b. The types of *ijarah* based on the ownership of the benefits are divided into two. First, *ijarah khas*, which is *ijarah* where the benefit is owned by one specific individual. Second, *ijarah musyarakah*, which is *ijarah* in which the right to use is owned jointly by a group of people. For

¹¹ Muhammad Ngasifudin and Ijarah Cost Analysis, "AmaNU: Journal of Management and Economics 241" 2, no. 2 (2019): 241-57.



example, a group of people rent a house to live in together, so that the rent (*ujrah*) is borne together, and the benefits of the house are also owned together.¹²

B. Fukaha's Opinion on *Ijarah 'Ala Al Manafi' Akad*

The *ijarah 'alal al manafi'* (benefit-based leasing) of land has caused debate among scholars. The Hanafis allow the leasing of land for cultivation with specific conditions on the type of crops and the term of the lease to prevent disputes. They also stipulate that the land must be returned in its original condition after the lease period, including removing crops and demolishing buildings if any. In contrast, the Maliki scholars allow leasing of land but not in the form of food, while Imam Shafi'i allows leasing with payment in dinars, dirhams or food, as long as payment is made before separation.¹³

The Hambali school of thought allows leasing of land on condition of inspection of the land and agreement on its intended use. On the other hand, Ibn Hazm rejected the lease of land because it was considered unclear about its benefits without management. Each school of thought has different views on the terms and conditions of land leases, reflecting the various interpretations in the application of Islamic law.

C. The Concept of Leasing in Indonesia

In Indonesia, leasing is regulated by the Civil Code (KUHPERDATA) and other relevant regulations. Article 1548 of the Civil Code explains that a lease is an agreement in which one party gives the right to use goods to another party for a certain time with an agreed payment. The object of lease can be movable objects such as vehicles or immovable objects such as land.¹⁴

The rental agreement should clearly stipulate the rights and obligations of both parties, including the duration and price of the rental.

¹² Silvia Nur Febrianasari, "Islamic Economic Law in the *Ijarah* and *Rahn* Contracts," *Qawānīn Journal of Economic Sharia Law* 4, no. 2 (2020): 193–208, <https://doi.org/10.30762/q.v4i2.2471>.

¹³ Doli Witro et al., "Analysis of the Implementation of *Ijarah* Agreements in Islamic Banking Based on Regulations and Fatwas," *Asy-Syari'ah* 23, no. 2 (2022): 279–96, <https://doi.org/10.15575/as.v23i2.14141>.

¹⁴ Chairul Fahmi, "The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia," <https://doi.org/10.1177/11771801241235261> 20, no. 1 (March 8, 2024): 157–66, <https://doi.org/10.1177/11771801241235261>.



The tenant must pay the rent on time and take care of the goods, while the landlord is obliged to hand over the goods in good condition and receive the rent payment. The agreement should be made in writing to avoid disputes, and dispute resolution can be done through deliberation or legal channels. Arrangements may differ depending on the object and the agreement, with major repairs to the object generally being the responsibility of the landlord, unless otherwise agreed.

D. Land Lease Pricing System and Payment Mechanism for Businesses in Krueng Barona Jaya District

The following are the results of interviews conducted by researchers to Mr. Alamsyah as Keuchik Gampong Meunasah Intan regarding the practice of leasing as follows:

"The determination of land rental prices in Krueng Barona Jaya District is seen in terms of its location, because economically in society, a strategic location will directly affect the value of land rent. The strategic location itself has certain standards, such as being located next to a main road, arterial road, or having access to transportation that is easy for residents to use."

"Land like this will be more expensive than land that is less strategically located or land that is far from the highway. Because land that is close to the highway has a very high economic value such as being able to build businesses such as warkop and so on".

"Maimun also added information that the land area does not really affect the land rental price because the land area will follow the rental price set from a strategic location. The price on the side of the road, if it is T.iskandar road, the rent is around that with the term area, it can reach 35,000,000 / year, the land area is 500 meters, if you go back again, it is Rp.15,000,000, the outer batten".¹⁵

"The payment system is according to the rental period of vacant land, generally 3 years. The payment is fixed in advance, after the payment of the lease letter, it can only be done to make a business, later in the lease, the landowner rents empty if, for example, the connection is

¹⁵ Results of Interview with Maimun on August 15, 2024 in Krueng Barona Jaya sub-district



again fixed at the price of empty land, the construction is still the owner who rents."¹⁶

Then an interview was conducted with Muhammad as the landowner as follows:

"Land rental prices are usually set unilaterally by the landowner, and these rental prices **are** based on the utilization of the land itself. For example, the rental of paddy fields is based on the amount of harvest obtained by the tenant, even though payment is made using the harvest. As for vacant land, the determination is also made unilaterally, although the tenant can also negotiate the price. However, in this case the landowner has a strong position in setting the price, which tends to be non-negotiable."¹⁷

"The size of the land that is the object of the lease can also affect the price set by the landowner. The larger the area of land that is rented, the greater the benefits and usability that can be utilized. The position of land located around the city is usually higher than the rental price of land located in the region."

"Land leases in urban areas are widely used for economic facilities, such as building kiosks for trade and various kinds of utilization. Land leasing is less risky because the value of the land will not decrease over time. I rent to Mrs. Mega for a year at Rp. 12,000,000. with a land area of 9x25 m, if for the agent I give a year at Rp. 2,000,000. our agreement is in writing."

Then an interview was conducted with Mrs. Mega as a land tenant as follows:

"I am actually a newcomer to Krueng Barona Jaya. First we saw that the land here was suitable for us to build a business, so we immediately rented it from the owner. Actually we rented two places, one at the back and one at the front. The land area of both is 9x25 (9 front to 25 back) with a year's price of Rp. 12,000,000. the front one we rent with the owner directly, the right one we rent with the agent. The price is the same because the landowner has handed over everything to the agent. Our contract is in writing."

¹⁶ Interview with Alamsyah, Keucik Gampong Meunasah Intan, on December 31, 2023, in Gampong Meunasah Intan.

¹⁷ Interview with Aiyub, landowner, on January 29, 2024, in Gampong Meunasah Intan.

In land leasing in Krueng Barona Jaya Sub-district, bargaining power tends to favor the landowner, who sets the rental price based on factors such as area, location and potential benefits. Land in strategic locations has a higher rental value because of its potential use for economic activities. Although tenants can negotiate, their room for maneuver is limited, especially if the landlord has many other prospective tenants.¹⁸

In fiqh, the determination of rental prices must consider the principle of fairness and be based on the real benefits obtained from the leased object, not solely based on external factors such as location. A fair rental price is one that reflects a balance between the benefits obtained by the tenant and the obligations that must be fulfilled. This means that the price should not unreasonably burden the tenant, so that it remains affordable and in accordance with the value of the benefits received.

In addition, the rental price must also take into account the economic conditions, financial capabilities of the tenant, and prevailing market standards to avoid exploitation or injustice. In this context, principles such as transparency, clear agreement, and goodwill from both parties are crucial to ensure that the ijarah contract reflects the values of fairness and propriety expected in Islamic law. This also helps in maintaining harmony and continuity in the relationship between the tenant and the owner of the goods or property.

The pricing mechanism for renting vacant land is based on several factors, including fair market value, physical condition and location of the land, demand and supply in the market, as well as economic and inflationary considerations. The process involves deliberation between the tenant and the landowner to reach a fair and equitable agreement in setting the rental price that takes into account the principles of justice and clear agreement in accordance with Islamic teachings.¹⁹

In the practice of land leasing activities in Krueng Barona Jaya, it depends on the agreement of the land lease agreement and can be done once with a predetermined time. "Mukhlis as a land tenant explained that the land rental price can be paid, whether the land has not been used or after it

¹⁸ Tehuayo, "Leasing (Ijarah) in the Islamic Banking System."

¹⁹ Chairul Fahmi, "The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industry in Aceh, Indonesia," *Peuradeun Scientific Journal* 11, no. 2 (May 30, 2023): 667–86, <https://doi.org/10.26811/PEURADEUN.V11I2.923>.



has been used, this is in accordance with the agreement letter that has been agreed upon by the tenant and the lease owner. In other words, there is no element of coercion or extortion in determining the price and paying the rent as long as it is done in accordance with the provisions in the agreed agreement."²⁰

Generally, land rent payments are made on a monthly or annual basis, payments can be made through methods that have been agreed by both parties. The land lease agreement made in writing has included the amount of the rental price, the mechanism for determining the rental price, the payment period, and the method of payment desired by the landowner and tenant in accordance with the agreement.

In Krueng Barona Jaya Sub-district the lease agreement should stipulate the responsibility of maintaining the land during the lease period, including payment of taxes and other fees. The use of the land should also be clearly stated to ensure it complies with the agreement and applicable regulations. In addition, insurance can be considered to protect the land and activities on it. This provision ensures that the land remains in good condition and does not cause any loss to the landlord or tenant.

The agreement should include mechanisms for resolving disputes that may arise during the tenancy, such as mediation or arbitration. Provisions on how and when the agreement can be terminated by either party should also be in place, including requirements for prior notice. All these provisions should be in accordance with applicable laws and regulations, to ensure the agreement is valid and legally enforceable. Fulfilling these requirements can help create a good relationship between the tenant and the landlord and avoid legal issues later on.

E. Review of the Concept of *Ijarah 'Ala Al Manafi'* on the Practice of Leasing Land for Business in Krueng Barona Jaya District

Islam emphasizes the importance of doing things correctly, neatly, orderly and regularly in every aspect of life. This applies not only in matters of worship but also in various other aspects of life, including matters of law and muamalah. Regularity and transparency in every process is considered a way to achieve justice and the benefit of the people. This principle is based

²⁰ Interview with Mukhlis, Land Tenant, on January 28, 2024, in Gampong Miruek.



on the main objective of Islamic law, which is to bring benefits and welfare to all mankind. Therefore, every action and decision must be made in an honest, open manner, and in accordance with the rules set out in Islamic law.²¹

In the context of muamalah law, such as leasing contracts, these principles are very important. Lease contracts are one form of agreement that is often carried out in everyday life. To ensure that this contract is valid and brings goodness to all parties involved, it must be carried out in accordance with the provisions of Sharia. This includes clarity about the object of the lease, the agreed price, the term of the lease, and the rights and obligations of each party. These provisions should not be ignored or covered up, as this could lead to unfairness and loss in the future.

In addition, Shara' also stipulates that in a lease contract, there must be honesty and fairness. For example, the lessee must ensure that the leased item or property is in good condition and as promised. Conversely, the tenant must also utilize the item in accordance with the agreement and return it in a proper condition. This is important to create a harmonious and trusting relationship between the two parties. By carrying out the contract in accordance with the Shari'ah, it will not only achieve worldly benefits but also blessings in the hereafter.²²

In the concept of fiqh muamalah, leasing is the use of the benefits of an object in the form of goods in exchange for a certain amount of rent. In doing this leasing contract, it must go through *ijab* and *qabul* as a form of action that shows the willingness in the contract carried out by two or more parties, because the willingness to do an action shows the validity of the action itself in accordance with the provisions of shara' law. Therefore, in the concept of muamalah fiqh, not all forms of agreement or agreements can be declared valid unless they are in accordance with the rules of Fiqh that have been determined according to the provisions of shara', namely: Al-Quran and Hadith of the Prophet.

Land leasing carried out by some people in Krueng Barona Jaya District has fulfilled the pillars of the *ijârah 'ala al-manâfi* contract. This process involves the tenant and the landowner as the parties to the contract,

²¹ Ijarah in Fiqh Muamalah, "Chapter Iii The Concept of Ijarah in Fiqh Mu'Amalah," 2013, 24.

²² Trimulato Trimulato, "The Role Of Sharia Banking To Recover SMEs During Covid-19 Pandemic," *Al-Masharif: Journal of Economics and Islamic Sciences* 9, no. 1 (2021), <https://doi.org/10.24952/masharif.v9i1.3851>.



as well as the existence of *ijab qabul* which states their agreement. The land to be managed by the tenant becomes the object of the contract (*ma'qud 'alaih*), and the land rental price has been determined based on mutual agreement between the two parties.²³

In the implementation of the *ijârah* contract, there are differences in the use of land depending on the type of contract made. If the contract is made absolutely, the tenant has full freedom in using the land as he wishes, as long as it does not violate the law or applicable provisions. However, if the contract is made on a limited basis, the use of land by the tenant is limited by the agreement that has been made with the landowner. In addition, the tenant is prohibited from leasing back or lending the leased land to other parties, to maintain the validity of the contract and prevent misuse of the lease rights.

In return for the benefits obtained from the use of the land, the tenant is obliged to pay the agreed rental price. This payment is a form of respect for the rights of the landowner and is one of the conditions for the validity of the *ijârah* contract. Thus, the leasing of land in Krueng Barona Jaya Subdistrict is in accordance with the legal provisions of the *ijârah 'ala al-manâfi'* contract, ensuring that all parties involved get their rights and obligations fairly.

In the concept of *ijârah 'ala al-manâfi'* as the theory that the author uses to discuss the agreement to lease rice fields carried out by the people of Krueng Barona Jaya District, the object must be clear both in terms of its existence and its utilization.

The benefits that are the object of *ijârah 'ala al-manâfi'* must be known perfectly, so that no disputes arise in the future. If the benefit that will be the object of *ijârah 'ala al-manâfi'* is not clear, then the contract is invalid. The clarity of the benefits can be done by explaining the type of benefit, and explaining how long the benefits are in the hands of the tenant.

Thus, the *ijârah 'ala al-manâfi'* contract carried out by the krueng barona jaya community is an agreement made between the landowner and the tenant farmer as the tenant, who makes a binding agreement for the tenant for a certain time with the payment of rent in the form of money which will be paid after the provisions of the agreement are approved The

²³ Chairul Fahmi, "THE DUTCH COLONIAL ECONOMIC POLICY ON NATIVES LAND PROPERTY OF INDONESIA," *PETITA: JOURNAL* 5, no. 2 (2020), <https://doi.org/10.22373/petita.v5i2.99>.



object of *ijârah 'ala al-manâfi* may be delivered and used directly and unblemished. Therefore, the fiqh scholars agreed to state that it is not permissible to rent something that cannot be delivered and utilized directly by the tenant.²⁴ For example, if a person rents a car, then the car is immediately received the keys and can be used immediately. If the car is still in the hands of another person, then the *al-ijarah* contract is only valid from the time the car can be received and used by the second tenant. This is also the case if the car has a flat tire or something else that causes harm to the tenant. In this regard, the fiqh scholars are unanimous in stating that the lessee has the right to choose whether to continue with the contract or cancel it.

The conditions stipulated on the object of the contract by the scholars above are not found in the land lease contract among the people of Krueng Barona Jaya Subdistrict because the benefits of the land lease cannot be obtained directly. According to the opinion of the Shafi'iyah scholars above, leasing objects must be able to be utilized directly, such as renting a car, then the car must be occupied without the need to service it again. In the *ijârah 'ala al-manâfi* contract, the party who owns the goods or the party who will rent must provide comprehensive services for the leased goods so that the tenant can take advantage of the leased goods as well as possible, for example, repairing the damage to be rented to the tenant so that it can be taken advantage of. Likewise, the tenant certainly has its own obligations, where the tenant must pay rent to the owner of the goods for the ability to take advantage of the leased goods to the tenant in order to take advantage of them on the condition that they do not damage and reduce the value of the leased goods.

CONCLUSIONS

The *ijarah* agreement in Islamic law is a lease agreement that provides the benefits of an object or service in return for a certain fee, without transferring ownership. Scholars have varying views on its definition and conditions, but all of them emphasize clarity of benefits, rewards, and transparent agreements. *Ijarah* aims to ensure fair and Shariah-compliant transactions.

²⁴ Putri Arisa, "Faculty of Shari'ah and Law, Ar-Raniry State Islamic University Banda Aceh 2022 m/1444 H" 2014 (2022): 33-34.



In the practice of leasing land in Krueng Barona Jaya Subdistrict, the principles of Islamic law, especially in the *ijârah 'ala al-manâfi'* contract, have generally been followed, including clarity of object, price, and time period. However, there is a discrepancy in terms of land benefits that cannot be obtained directly, which according to the view of the Shafi'iyah scholars, states that the benefits of the lease must be used immediately. Therefore, there needs to be more attention in ensuring the agreement is in accordance with the provisions of fiqh so that all parties get fair rights and obligations, and to achieve blessings in every transaction.

Leasing practices in Krueng Barona Jaya Sub-district are more influenced by economic and market factors, with landowners often having greater control in setting rental prices and terms. Meanwhile, in the concept of *ijarah 'ala al-manafi'*, justice, balance, and real benefits become the main basis in determining the price and terms of the lease, with the aim of maintaining the interests of both parties fairly.

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