

IMPLEMENTATION OF THE MUSAQAH AGREEMENT IN OIL PALM LAND MANAGEMENT IN KARANG JAYA VILLAGE, MUKOMUKO REGENCY

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ABSTRACT

This study aims to analyze the implementation of musaqah contracts in oil palm plantation management in Karang Jaya Village, Mukomuko Regency. The research used a descriptive qualitative method with data collected through observation, interviews, and documentation. The subjects were landowner and cultivators involved in musaqah cooperation. The results show that musaqah practices in Karang Jaya Village are primarily conducted through oral agreements without written agreements and without a clear time frame. Profit-sharing is generally distributed equally between the two parties. However, several issues arise, such as lack of transparency, and unclear agreements. From an Islamic legal perspective, musaqah contracts are permissible, but improvements are needed in the clarity of contracts, profit distribution, and documentation to align with the principles of Islamic justice.

INTRODUCTION

Indonesia is known as an agricultural country because most of its territory is used for agriculture and plantations. Its fertile geographical conditions make the agricultural sector, including plantations, the a central component of the rural economy, especially in

rural areas. The majority of rural residents depend on available agricultural land for their livelihood. Therefore, optimal land utilization is essential to ensure that existing resources are not neglected. In the Islamic perspective, humans, as caliphs, have an obligation to manage natural resources wisely in accordance with sharia values (Said & Sukaimi, 2022). According to Ika Yunia Fauziah, in her book *Basic Principles of Islamic Economics* (Jakarta: Kencana, 2014, p. 33) economic behavior in Islam is not based solely on competition, but rather on the principle of cooperation that upholds justice, honesty, and usefulness.

One form of cooperation in the plantation sector is the musaqah contract, an agreement between landowners and cultivators to manage the plantation with a profit-sharing system as agreed. This collaboration is highly important or simply important because not all plantation owners are able to manage their land due to limited time, energy, or expertise. On the other hand, there are people who have farming skills but do not own land. With the musaqah, synergy occurs between landowners and cultivators, so that both parties benefit (Sulaman Rasjid, 2007). Islam itself emphasizes the importance of mutual assistance in good deeds, as stated in QS. Al-Maidah verse 2:

وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Meaning: : *“And help one another in righteousness and piety, but do not help one another in sin and transgression. And fear Allah; indeed, Allah's punishment is severe.”*

So musaqah can be seen as one form of implementation of these teachings. However, in practice, particularly in Karang Jaya Village, musaqah cooperation is often conducted verbally without a written contract, without a clear time limit, and without witnesses. This gives rise to several problems, such as unclear contracts, a lack of transparency regarding harvest results, and the dominance of one party. This situation has the potential to introduce elements of gharar (uncertainty), which is prohibited in Islam because it can lead to injustice and loss. (Arifin, 2010) . Some plantation owners expressed dissatisfaction due to the harvest results not being reported transparently, even though the collaboration had been going on for quite some time.

This issue highlights the urgent need for research into the implementation of the musaqah contract. Rationally, research is needed to assess the compliance of musaqah practices in the field with Islamic legal principles. Alternative solutions that can be considered include allowing the practice to proceed as is, as is customary, or improving the cooperation mechanism by implementing written agreements, involving witnesses, and establishing clear profit-sharing rules. The solution chosen in this research is to strengthen the musaqah contract with legal clarity through recording the agreement and implementing the principle of transparency to ensure its compliance with sharia.

Based on the above description, the purpose of this study is to describe the application of the musaqah contract to oil palm plantation management in Karang Jaya Village and to assess its compliance with Islamic economic principles. This research is expected to be theoretically beneficial as a contribution to the study of sharia contracts in agriculture, and practically provide understanding for the community and stakeholders so that the musaqah contract can be implemented fairly, transparently, and in accordance with sharia.

LITERATURE REVIEW

Musaqah

Etymologically/linguistically, musaqah comes from the word " *sqa* ", the term refers to " *as-Saqy*" which is interpreted as watering or irrigating to obtain benefits and obtain certain rewards from the results of the managed land (Ahmad Warson Munawwir, 2002). Meanwhile, in terminology, musaqah means handing over a tree to someone who will water and care for it until the fruit is fully ripe in exchange for a certain portion of the fruit (Ely Herwati, 2017).

According to Abdul Qadir Syaiban al-Hamd : *Al-Musaqah* is the transfer of planted land to a manager who is responsible for irrigating, caring for, and fulfilling the needs of the plants, in exchange for a certain portion of the harvest. The concept is almost similar to *murabahah* , except that the capital in *musaqah* is in the form of plants (Nur'ain Harahap, 2015)

Pillars, Terms and End of the Musaqah Agreement

According to the majority of scholars consisting of Malikiyah, Shafi'iyah and Hanabilah scholars, the *musaqat transaction* must fulfill five pillars, namely:

- a. Sighāt (expressions) of *ijāb* and *qābūl*.
- b. Two people/parties carrying out a transaction;
- c. Land that is used as the object of *musaqat* ;
- d. Type of business that will be carried out by the tenant farmers;
- e. Provisions regarding the distribution of musaqah results.

According to the Shafi'iyah scholars, there is a number of conditions that must be met filled in pillars *musaqat* , as following :

- a. Sighāt, *ijab qabul* which is sometimes explicit and sometimes almost obvious (sarcasm).
- b. Two people who cooperate (*aqidaini*) because the *musaqat cooperation agreement* cannot be formed except by the existence of a land owner and a cultivator, both of whom are required to truly have the eligibility to cooperate, because this cooperation is not valid to be carried out with a mad person, a small child as explained in the chapter on Buying and Selling
- c. *musaqat* cooperation will not be realized without the existence of the tree (Syaickhu et al., 2020).

There is work and processing, because *musaqat cooperation* will not be realized without work that will start from cultivation until harvest time. According to fiqh scholars, the *Musaqat contract* will end if as follows:

- a. The deadline agreed upon in the contract has expired.
- b. One of party die .
- c. An excuse that prevents one of the parties from continuing the contract.

As explained in QS. Al-Baqarah verse 282 as follows :

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ

Meaning: "O you who believe, when you contract a debt for a specified term, you should write it down (QS. Al-Baqarah ayat 282)."

Provisions and Legal Basis of the Musaqah Contract

musaqat contract include the following:

- Landowners must hand over the plants to the maintenance party.
- The caretaker must take care of the plants as his responsibility.
- People who care for plants must have the skills to do the job.
- The distribution of profits from plant maintenance must be stated clearly in the contract.
- The plant keeper must compensate for any losses incurred from carrying out his duties if the losses are caused by his negligence.

As the legal basis for this musaqah contract is stated in the Al-Quran and Hadith, namely in QS al Maidah (5): 2

وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Meaning: : “*And help one another in righteousness and piety, but do not help one another in sin and transgression. And fear Allah; indeed, Allah's punishment is severe.*”

And the hadith narrated by the history stated by Ibn Umar ra.

أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ دَفَعَ إِلَى يَهُودِيٍّ حَجَرَ نَخْلٍ خَبِيرٍ وَأَرْضَهَا عَلَى أَنْ يَعْطُمُوهَا مِنْ أَمْوَالِهِمْ وَلِرَسُولِ اللَّهِ شَطْرُ ثَمَرِهَا

Meaning: “*The Prophet peace be upon him once entrusted the Jews of Khaybar with palm trees and their land on the condition that they cultivate it from their own assets, and half of the produce would go to the Prophet peace be upon him* (HR Muslim, Abu Dawud dan an-Nasai)”

Cultivator's Duties

According to Imam Nawawi, the waterer (*musaqi*) has an obligation, namely to do whatever the tree needs to maintain and produce fruit. Besides That, all tree bear fruit seasonal need to be watered, clean the water channels, care for tree growth, separate the vines and care for the fruit from the plant stems (Hendi Suhendi, 2017).

Wisdom in the Contract Musaqah

musaqah contract has several important benefits. First, it serves as a means of cooperation between the plantation owner and the cultivator, reflecting the values of *Islamic brotherhood*. (Al-Juzairi, 2008) . Second, this contract can provide employment for people who do not own gardens but possess the ability and skills to manage them. Thus, *musaqah* opens up productive opportunities for people with limited capital but who have labor (Deri Alvian, 2021) . Third , it is a sunnah of the Prophet Muhammad (peace be upon him). management garden dates (Ghazaly et al., 2010) (Abdul Azhim bin Badawi Al-Khalafi, 2008: 677). Fourth, it is a solution to avoid extortion and fraud by

having a fair agreement between landowners and cultivators (Syahadatina & Anwar, 2020: 100).

Implementation of the Musaqah Contract

According to Arief (2020), the implementation mechanism for a profit-sharing agreement (Musaqah) should be transparent, fair, and supported by reliable financial reports or acknowledgements. Therefore, at the stage where the profit-sharing cooperation agreement is approved by both parties, the work or business agreement and aspects related to the business to be implemented must be agreed upon in the contract. If implemented in this way, the profit-sharing system can be a more effective solution and step to prevent conflicts between landowners and farmers.

The following is the musaqah scheme:

Figure 1
Musaqah Scheme



Source : Muhammad Syafi'I Antoni, *Sharia Banking, A General Introduction*

Information :

- First, the land owner and the cultivator enter into a *musaqah contract* by agreeing on the terms of rights and obligations as well as the portion of profit sharing.
- Second, the land owner contributes by handing over capital to the cultivator to be managed in the form of land, seeds, fertilizer, agricultural tools and irrigation, while the cultivator contributes by caring for and watering the plants on the owner's land.
- Third, the sharing of profits to the cultivators as compensation according to the agreed ratio of the harvest that was agreed upon at the start of the contract.

RESEARCH METHODS

This study is a field research study. Namely direct observation to the object being studied in order to obtain relevant data and interpret it object in accordance with in accordance with existing conditions (Albi Anggiito JS, 2018) . Research This aim For describe and depict the situation that occurs in the field with more detailed . The approach applied in this research is a descriptive qualitative approach that relies on empirical facts from the object being studied, with the aim of providing a comprehensive picture of the

problem being investigated.

The research informants who will be used as data samples are as shown in the table below :

Table 1.2
Informant Study

No	Population	Amount
1.	Oil palm land owners	3 people
2.	Manager land palm oil	4 people
3.	Land area palm oil	3 - 5 hectares

RESEARCH RESULTS AND DISCUSSION

Islam essentially permits all forms of cooperation within society, as long as they are aimed at mutual benefit and help meet the needs of life. Similarly, the practice of musaqah cooperation in the plantation sector among farmers in Karang Jaya Village is a means of mutual assistance aimed at improving community welfare.

Interviews indicate that cooperation arrangements in Karang Jaya village are made verbally, not in writing, through agreement procedures. Important matters such as profit sharing, responsibilities, and obligations are openly agreed upon, fostering a sense of calm and mutual trust within the partnership. Therefore, even though they are not documented in a written or electronic document, the agreement is still considered valid and morally binding due to the mutual understanding and agreement of both parties (Dery Ariswanto, 2021). However, from the perspective of Islamic jurisprudence and modern Islamic economic practices, unclear timeframes can lead to gharar, which is detrimental to one of the parties. The literature suggests that musaqah is more ideal when the timeframe is agreed upon, allowing for measurable rights and obligations (Petrawangsyah, Adam Damba Yuda, 2023) .

Based on the interview results, regarding capital provisions in the context of musaqah contracts, clarity of the nominal capital is an important requirement to avoid misunderstandings and maintain the validity of the contract in accordance with sharia principles, namely transparency, fairness, and mutual agreement. The amount of capital is also not distributed in the form of receivables, but is given as part of the collaboration between the landowner and the cultivator. This is in accordance with the basic principles of musaqah contracts in Islamic law, where capital is not a loan that must be repaid, but rather a form of contribution from the landowner in a productive collaboration (Ghazaly et al., 2010) .

Based on the interview results, regarding profit sharing, it can be concluded that the profit sharing in the musaqah contract has been agreed upon and explained clearly from the beginning of the contract, so that both parties understand their respective parts (Al-Juzairi, 2008) . However, if the loss is caused by the cultivator because he did not carry out maintenance according to the agreement or was negligent in his duties, then he

is obliged to share in the loss. Thus, practice in the field shows that there is a division of responsibilities that is in line with the principle of justice in the musaqah contract.

Based on the interviews, it can be concluded that all business activities in oil palm plantation management are the full rights and responsibilities of the cultivators, while the landowners do not interfere in technical matters but retain the right to supervise. However, the owners regularly monitor the operations to ensure the agreement is running smoothly, sometimes even assisting on a small scale, primarily due to shared interests. The cultivators also acknowledged that they have complete freedom in management, but the owners retain the right to supervise as a form of reasonable control.

The discussion of the results of this study shows that in the application of the musaqah contract, based on an analysis of the provisions of *sighat akad* in the practice of cooperation between oil palm land owners and managers in Karang Jaya Village, *sighat akad* or *ijab qabul* is carried out verbally. This indicates the application of local customary principles through family deliberation to reach an agreement, namely an agreement that is orally agreed. This is in accordance with the provisions of Islamic jurisprudence that a contract can be valid verbally as long as there is a clear *ijab qabul* (Zuhirsyan, 2021) . However, a weakness in the practice that occurs in Karang Jaya Village is the lack of written documents that can be used as evidence in the event of a dispute.

Another finding indicates that the majority of Musaqah contracts in Karang Jaya do not specify a clear time limit. From the perspective of Islamic jurisprudence and modern Islamic economic practices, unclear time limits can lead to *gharar*, which can be detrimental to one of the parties. The literature suggests that Musaqah is more ideal if the time limit is agreed upon, allowing for measurable rights and obligations (Petrawangsyah, Adam Damba Yuda, 2023) .

The transfer of land ownership to cultivators is carried out in stages and in part. The majority of capital in the form of goods is borne by the landowner. The cultivator only performs his duties in managing the land routinely to produce good fruit, while the cultivator only provides for its needs in carrying out maintenance such as gasoline, equipment, food and so on. As explained by Abdul Azhim bin Badawi Al Khalafi regarding the responsibility for capital, it can be borne unilaterally or by both parties (Meliani La Jaini, Andi Darmawangsa, 2025) .

The profit-sharing mechanism practiced by farmers in Karang Jaya Village is determined at the beginning of the agreement with an equal percentage of distribution, where both the cultivator and the landowner receive half of the proceeds from the sale of the oil palm fruit. The distribution period is usually every two weeks after the oil palm fruit is sold to the collector or palm oil broker. This is in accordance with the theory that explains that the mechanism for implementing the distribution of crop yields must be determined at certain levels, such as half, one-third, one-quarter, and so on. Then the results obtained from the plantation become a shared right according to the agreement of both parties. (Muslich, 2010) . The business activities that occur in Karang Jaya Village are run entirely by the manager and there is no hindering intervention from the land owner. However, supervision is still carried out reasonably. Operational expenses such as fertilizer are borne by the land owner, while the operational costs of the cultivators are

borne by themselves. According to Muhammad bin Qasim bin Muhammad Al-Ghazi ibn Al Gharabili Abu Abdillah Syyamsuddin in Fathul Qarib Al-Mujib fi Syarhi Alfazh Al Taqrib or Al-Qawl Al-Mukhtar fi Syarh Ghayatil Ikhtishar, which is translated in the Translation of the Book of Fathul Qorib (Translation Team, 2007) , these business activities are in accordance with the principle of musaqah where the tree owner is not permitted to require the amil to do work that is not included in the musaqah contract work such as digging water channels.

Based on research conducted in Karang Jaya Village, the majority only understand the musaqah contract in general as a profit-sharing partnership. They do not yet understand the details of Islamic jurisprudence (fiqh) rules, such as validity requirements, time limits, or the circumstances that cause the contract to terminate. Their practices are based more on community customs than on a formal understanding of Islamic law. This indicates the need for guidance so that the musaqah contract is more in line with sharia principles. Research by Widia Lestari et al. on the practice of matseng in Wajo Regency shows that musaqah contracts implemented in accordance with Islamic jurisprudence can significantly improve the welfare of farming communities (Lestari et al., nd) .

Based on the research conducted, this collaboration has been proven to provide economic and social benefits. The owner continues to receive the results of the garden without having to manage it directly, while the cultivator obtains a permanent job and income that can meet family needs. Thus, the musaqah contract contributes significantly to improving the standard of living of the people of Karang Jaya Village. Although the local musaqah practice in Karang Jaya Village has fulfilled most of the pillars of fiqh, there are several aspects that differ from the ideal rules as recommended by contemporary fiqh. With these improvements, the musaqah contract in Karang Jaya Village is not only valid according to customary practices, but also stronger under Islamic law and able to support the welfare of the community (Maman et al., 2017) .

CONCLUSION

musaqah agreement implemented by farmers in Karang Jaya Village, Mukomuko Regency, uses an agreement system based on local customs and traditions through family deliberation to reach an agreement, namely an agreement that is written verbally . Regarding costs in the form of labor capital related to the cultivation and maintenance process, as well as material capital for purchasing fertilizer, are borne by the landowner . Then for the percentage of profit sharing is done equally where both the cultivator and the land owner get half of the money from the sale of the oil palm fruit . In this musaqah contract cooperation there is no specified end time limit. However , the absence of written records creates the potential for gharar , especially because the term of the contract is not specified . In practice, this musaqah contract cooperation has been running quite well , but there are still cultivators who have committed fraud by not reporting the actual results of the oil palm harvest . Garden management is the full responsibility of the cultivator , while the land owner continues to carry out light

supervision . Losses are borne by the land owner , unless caused by negligence of the manager .

It turns out that this collaboration has a positive impact in the form of increased welfare for both parties . Landowners still receive profits even though they do not manage them directly , while cultivators get permanent jobs and income that is sufficient for their families' needs . Thus , the musaqah contract is not only socio-economically relevant , but also makes a real contribution to improving the standard of living of the community . In general , the practice of musaqah in Karang Jaya Village can be said to be relevant to the fiqh of muamalah , but there are aspects that need to be improved , such as determining the time limit for the contract , writing down the agreement , and increasing the community's understanding of Islamic law . With these improvements , the practice of musaqah in Karang Jaya Village is not only valid according to local customs , but also becomes stronger in terms of sharia law and is able to support the realization of community welfare. In the implementation of the musaqah contract in Karang Jaya Village, several obstacles were encountered that affected its smooth and complete implementation. These obstacles include: a. Administrative Aspects, such as the lack of written agreement documentation and the lack of a clearly defined contract period. This creates the potential for gharar (ambiguity) that can lead to misunderstandings and an imbalance of rights and obligations; b. Sharia Understanding Factors, namely the community's lack of understanding of the fiqh provisions of musaqah. Most cooperation participants only understand the contract as a form of profit-sharing without understanding its validity, requirements, or time limits stipulated in Islamic law; c. Natural and Environmental Factors, such as unpredictable weather, pest attacks, and unpredictable fluctuations in palm oil prices. These conditions directly impact harvest yields and the distribution of profits between landowners and cultivators

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