

Reconstruction of Agreements for Land and Crops on it as an Instrument of Sharia Economic Justice in Indonesia

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Abstract: The practice of profit sharing on land and crops in Indonesia still shows an imbalance between landowners and cultivators, mainly due to the non-implementation of the principles of justice mandated by Shariah economic law. Profit-sharing contracts such as muzara'ah and musaqah are essentially designed as instruments for economic equity based on partnership, but in practice, they are often deviated by relationship patterns that tend to be exploitative. This article aims to analyze the regulation of contracts for land and the crops thereon from the perspective of Shariah economic law, and to formulate a reconstruction of the contract concept to align with the principles of justice (al-'adl), benefit (al-maslahah), and the values of Shariah economic law. This research uses a normative juridical method with a statute approach, conceptual approach, and maqāṣid al-syarī'ah approach. Data were obtained through literature study of primary legal sources such as the Compilation of Shariah Economic Law (KHES) Book II Chapter IV, DSN-MUI Fatwa No. 14/DSN-MUI/IX/2000 concerning Muzara'ah and Musaqah, and Law No. 19 of 2013 concerning Protection and Empowerment of Farmers, as well as scientific literature from the 2019–2024 period. The results show that the regulation of profit-sharing contracts for land and crops in Indonesia is still fragmentary and has not fully adopted the principle of distributive justice in Shariah economic law. Therefore, a reconstruction of the contract concept is needed through the integration of the values of al-'adl (justice), al-maslahah (benefit), and al-amanah (trustworthiness) as outlined in a modern shirkah-muzara'ah based contract model. This model places both parties the owner and the cultivator as equal partners in the division of results according to the contribution of capital and labor.

Keywords: Profit-Sharing Contract; Shariah Economic Law; Economic Justice; Muzara'ah; Contract Reconstruction

1. Introduction

The practice of profit-sharing agreements between landowners and cultivators in the Indonesian agricultural sector often serves as the main mechanism for managing agrarian resources, but empirical evidence shows a pattern of contractual uncertainty and profit distribution that does not always reflect the principle of justice.¹ In the tradition of fiqh muamalah, contracts such as muzara'ah and musaqah were formulated to regulate the division of results between the landowner and the cultivator based on the principle of proportional profit-sharing relative to the contribution of capital and labor ; the compilation of these norms in Indonesia is accommodated in the Compilation of Shariah Economic Law (KHES), which contains provisions regarding the pillars (rukun) and conditions (syarat) of the contract.²

¹Bukti empiris mengenai ketidakpastian praktik bagi hasil di lapangan (kasus kajian lapangan dan telaahan praktek kerjasama pertanian). journal.makwafoundation.org

²Kompilasi Hukum Ekonomi Syariah (KHES) ketentuan tentang akad, termasuk Bab Muzara'ah dan Musaqah. pta-jambi.go.id+1

In addition to the normative umbrella of KHES, the fatwa of the National Shariah Council (DSN-MUI) provides technical guidelines and principles for the distribution of business results that are relevant for formulating Shariah contracts in real economic practice ; the integration of these fatwa guidelines with national regulations is important so that contracts in the field have legal certainty and Shariah compliance.³ From the perspective of positive law for farmer welfare, Law No. 19 of 2013 concerning the Protection and Empowerment of Farmers affirms the need for certainty in farming business and protection against economic practices that are detrimental to farmers, so the reconstruction of the profit-sharing contract should ideally not only be theoretical but also in line with the objectives of public policy to protect and empower farmers.⁴

Recent empirical studies indicate that the implementation of muzara'ah/musaqah contracts in the field often experiences deviations ; among them are vagueness in formulating contract elements, the practice of oral agreements without written documents, and inconsistency in the division of results with the actual contribution of the cultivator a phenomenon that demands a normative reconstruction and a clearer implementation mechanism. Conceptually, the reconstruction of the contract must be based on the principle of *maqāṣid al-syarī'ah* especially the aspects of justice (*al-'adl*), benefit (*al-maṣlaḥah*), and the preservation of trust (*al-amānah*) as an evaluative and normative foundation for designing a contract model that is fair, transparent, and contextual to the dynamics of Indonesian agrarianism. Based on this background, this research aims to (1) analyze the regulation of contracts for land and the crops thereon from the perspective of Shariah economic law ; and (2) formulate a reconstruction of the contract concept that meets the principles of justice, benefit, and the values of Shariah economic law so that it can be used as a reference for practice and policy in Indonesia.

2. Method

The type of research used is normative-empirical legal research (*socio-legal research*). Normative legal research is intended to examine the rules of Shariah economic law governing profit-sharing contracts for land and the crops thereon, both from Islamic legal sources (*Al-Qur'an*, *hadith*, *ijma'*, *qiyas*) and from national legislation such as the Compilation of Shariah Economic Law (KHES) and DSN-MUI Fatwa No. 14/DSN-MUI/IX/2000 concerning *Muzara'ah* and *Musaqah*.

Several legal approaches are used in this research. The Conceptual Approach is used to understand and build basic concepts in Shariah economic law, such as contract (*akad*), justice (*'adl*), benefit (*maslahah*), and trust (*amanah*). This approach helps in building the theoretical foundation for contract reconstruction that aligns with the values of *maqāṣid al-syarī'ah*. Data collection is carried out through the collection of secondary legal materials : a. in the form of academic literature, Shariah economic law textbooks, reputable scientific journal articles (last five years), dissertations, and other scientific works relevant to the research theme. b. Tertiary data, including legal dictionaries, encyclopedias of Islamic economics, and other supporting documents that aid in the interpretation of legal concepts and Shariah terminology.

³Fatwa Dewan Syariah Nasional (DSN-MUI) yang relevan, termasuk pedoman distribusi hasil usaha dan fatwa terkait akad bagi hasil. Sharia Knowledge Centre+1

⁴Undang-Undang Nomor 19 Tahun 2013 tentang Perlindungan dan Pemberdayaan Petani ketentuan yang mengatur perlindungan petani dan kepastian usaha tani. Peraturan BPK+1

3. Results and Discussion

3.1 Regulation of Contracts for Land and the Crops There on from the Perspective of Shariah Economic Law

In Shariah economic law, the *akad* (contract) is the legal basis for the valid relationship between two parties in a *muamalah* (transaction). An *akad* is defined as *the conjunction of ijab (offer) and qabul (acceptance) that complies with Shariah provisions and has a legal effect on its object*.⁵ The *Al-Qur'an* emphasizes the importance of fulfilling contracts in every transaction, as stated in the word of Allah SWT: "O you who have believed, fulfill [all] contracts" (QS. Al-Māidah [5]: 1).⁶ This principle serves as the normative foundation for every form of economic cooperation, including profit-sharing agreements between landowners and cultivators of the crops thereon.

In Islamic agrarian practice, the regulation of profit-sharing for land and crops is known through two types of contracts: *muzara'ah* and *musaqah*. The *muzara'ah* contract is a partnership between the landowner and the cultivator, where the owner provides the land and the cultivator plants and cares for it, while the results are divided according to agreement. Meanwhile, *musaqah* is an agreement where the garden owner entrusts the management of the crops to the cultivator to be watered and cared for, with a certain share of the harvest as compensation.⁷ The Shariah basis for both contracts is found in the hadith narrated by Ibn Umar: "The Messenger of Allah SAW once gave the Khaibar garden to the Jews to manage, and they received half of its yield" (HR. Bukhari and Muslim). This hadith shows the legality of a profit-sharing contract based on the principles of *'adl* (justice) and *maslahah* (benefit), as it provides an opportunity for both the owner and the cultivator to obtain rights according to their contribution.⁸

In the context of positive law in Indonesia, regulations consistent with the principle of profit-sharing contracts are contained in the **Compilation of Shariah Economic Law (KHES)** Book II Chapter IV Articles 281–297. KHES states that the *muzara'ah* contract is valid if there is an agreement regarding the type of crop, the growing season, the proportion of the division of results, and the responsibilities of each party.⁹ This, KHES functions as a codification of *fiqh muamalah* norms adapted into the national legal system to ensure legal certainty in the practice of Shariah contracts.

In addition to KHES, **Fatwa of the National Shariah Council MUI No. 14/DSN-MUI/IX/2000** concerning *Muzara'ah* and *Musaqah* provides implementative guidelines related to conditions, pillars, and the division of results. The fatwa asserts that the proportion of results must not be a fixed nominal amount, but rather based on a mutually agreed-upon percentage.¹⁰ This aligns with the principle of **profit and loss sharing** in Shariah economics, which rejects the practice of *riba* (interest) and unilateral exploitation.

⁵*Kompilasi Hukum Ekonomi Syariah (KHES)*, Buku II Bab I Pasal 20.

⁶Al-Qur'an, Surah Al-Māidah [5]: 1.

⁷KHES, Buku II Bab IV Pasal 281–297.

⁸HR. Bukhari, *Kitab al-Muzara'ah*, no. 2329; Muslim, *Kitab al-Musaqah*, no. 1551.

⁹KHES, Pasal 284–287.

¹⁰Fatwa DSN-MUI No. 14/DSN-MUI/IX/2000 tentang Muzara'ah dan Musaqah.

The main principle in the regulation of profit-sharing contracts is **justice and transparency** between the contracting parties. Scholars such as Wahbah al-Zuhaili emphasize that justice in *muamalah* must reflect a balance between rights and obligations.¹¹ In this context, both *muzara'ah* and *musaqah* contracts are not merely cooperation agreements, but also instruments of economic distribution that ensure social benefit, as intended in the objectives of *maqasid al-syari'ah*. Philosophically, the profit-sharing contract is a manifestation of the values of *al-musawah* (equality) and *al-ta'awun* (mutual assistance). These values have implications for participatory-based economic development, where the lower-income community can access productive resources without having to own land capital. This principle also contains the tenet of **social sustainability**, as it prevents the accumulation of agricultural assets in only one group.¹²

From the national juridical side, **Law Number 19 of 2013 concerning the Protection and Empowerment of Farmers** Article 59 paragraph (1) emphasizes the importance of a fair cooperation agreement between the landowner and the cultivator, based on the principle of balance of rights and obligations.¹³ This provision shows that the national legal system has opened room for the application of Shariah contracts in agricultural cooperation, as long as it does not conflict with the principle of social justice.

In contemporary Islamic law, the profit-sharing contract is also viewed as a form of implementation of **distributive justice**. According to Jasser Auda, the principle of Shariah economic justice includes the dimension of balance between individual ownership and public benefit, so contracts such as *muzara'ah* are instruments to maintain socio-economic harmony.¹⁴ Thus, the regulation of profit-sharing contracts is not merely a contractual matter but part of the Islamic economic justice system.

In its implementation in Indonesia, there is often a shift from Shariah contracts to conventional agreements with unclear boundaries of rights and obligations. For example, the practice of "fixed profit-sharing" that sets a certain amount of harvest for the landowner without considering the conditions of the agricultural yield. This contradicts the principles of Shariah, as it creates elements of *gharar* (uncertainty) and *zulm* (injustice).¹⁵ Therefore, it is important to reorganize (reconstruct) the regulation of the contract to align with *maqasid al-syari'ah*.

The regulation of profit-sharing contracts must also consider the principle of **written contract** (*kitabab al-'aqd*), as commanded by Allah in QS. Al-Baqarah [2]: 282: "O you who have believed, when you contract a debt for a specified term, write it down..."¹⁶ The writing of the contract is a guarantee of administrative justice and legal evidence that prevents disputes later on.

¹¹Wahbah al-Zuhaili, *al-Fiqh al-Islami wa Adillatuhu*, (Damaskus: Dar al-Fikr, 2020), hlm. 5430.

¹²M. Umer Chapra, *The Future of Economics: An Islamic Perspective*, (Leicester: Islamic Foundation, 2019), hlm. 184.

¹³Undang-Undang Nomor 19 Tahun 2013 tentang Perlindungan dan Pemberdayaan Petani, Pasal 59 ayat (1).

¹⁴Jasser Auda, *Maqasid al-Shariah as Philosophy of Islamic Law: A Systems Approach*, (London: IIIT, 2019), hlm. 92–96.

¹⁵Nabilah Hanifah, "Distorsi Akad Muzara'ah dalam Praktik Pertanian di Jawa Tengah," *Jurnal Hukum Islam dan Ekonomi Syariah*, Vol. 12, No. 2 (2023), hlm. 217.

¹⁶Al-Qur'an, Surah Al-Baqarah [2]: 282.

Thus, the regulation of contracts for land and the crops thereon in Shariah economic law has a strong theological, normative, and juridical foundation. The integration of KHES, DSN-MUI Fatwa, and national regulations shows a harmonization between Islamic law and Indonesian positive law. However, for the principles of justice and benefit to truly be realized, a reconstruction of the regulation is needed that adapts to the dynamics of modern agricultural socio-economics without losing the values of *maqāṣid al-syarī'ah*.¹⁷

3.2 Reconstruction of the Contract Concept for Land and the Crops Thereon that Aligns with the Principles of Justice, Benefit, and the Values of Shariah Economic Law

Contract reconstruction in Shariah economic law is interpreted as an effort to **reorganize the concept and implementation of the contract to be more consistent with *maqāṣid al-syarī'ah***, namely maintaining justice (*al-'adl*), benefit (*al-maṣlaḥah*), and sustainability (*istidāmatu al-ni'mah*).¹⁸ In the context of contracts for land and crops, reconstruction is directed so that the legal relationship between the owner and the cultivator is not only formally valid but also reflects a balance of rights, obligations, and a fair distribution of results.

The principle of **justice** is the main pivot in every contract. The *Al-Qur'an* explicitly commands: "Indeed, Allah orders justice and good conduct" (QS. An-Naḥl [16]: 90).¹⁹ This verse serves as the normative basis that a contract must not lead to exploitation or imbalance between the contracting parties. In this context, the reconstruction of *muḥāra'ah* and *musaqah* contracts needs to eliminate practices that lead to injustice, such as fixed or unilateral profit-sharing that violates the principle of **profit and loss sharing**.

The principle of **benefit** (*maṣlaḥah mursalah*) must also be the main parameter in contract reconstruction. Imam al-Ghazali explains that benefit includes the preservation of religion, life, intellect, progeny, and property.²⁰ Thus, the reconstructed model of the profit-sharing contract must guarantee the socio-economic welfare of the cultivator without harming the ownership rights of the landowner, as stated in the *ḥadīth* of the Prophet SAW: "There should be no harm, nor reciprocating harm" (*lā ḍarar wa lā ḍirār*)²¹—which is a fundamental rule in *mu'amalah* law.

The reconstruction of the profit-sharing contract needs to strengthen the elements of **transparency and accountability**. QS. Al-Baqarah [2]: 282 emphasizes the command to write down the agreement and have witnesses in transactions that entail legal consequences.²² Therefore, the *muḥāra'ah* or *musaqah* contract should be formalized in writing, stating the proportion of profit-sharing, the growing season, care responsibilities,

¹⁷Amir Mu'allim, "Rekonstruksi Akad dalam Hukum Ekonomi Syariah: Integrasi Maqāṣid dan Keadilan Sosial," Jurnal Ahkam, Vol. 21 No. 1 (2024), hlm. 55.

¹⁸Amir Mu'allim, *Rekonstruksi Hukum Ekonomi Syariah Berbasis Maqāṣid*, (Jakarta: UIN Press, 2023), hlm. 54.

¹⁹Al-Qur'an, Surah An-Naḥl [16]: 90.

²⁰Al-Ghazali, *Al-Mustashfa min 'Ilm al-Usul*, (Beirut: Dar al-Kutub al-'Ilmiyyah, 2019), hlm. 286.

²¹HR. Ibn Majah, Kitab al-Ahkam, no. 2341.

²²Al-Qur'an, Surah Al-Baqarah [2]: 282.

and the mechanism for dispute resolution. Thus, the contract becomes valid under Shariah and strong in terms of administrative law.

The **Compilation of Shariah Economic Law (KHES)** actually contains the basis for comprehensive regulation, but it is still descriptive and not yet contextual with the dynamics of modern agriculture. Therefore, reconstruction can be done by adding articles that regulate the obligation to record the contract, legal protection for the cultivator, and the prohibition of clauses that harm one party.²³ This provision is in line with **Article 1320 of the Civil Code** concerning the requirements for a valid agreement, which is strengthened by the principles of *ridha* (consent) and justice from a Shariah perspective.

DSN-MUI Fatwa No. 14/DSN-MUI/IX/2000 serves as the implementative basis for the reconstruction of Shariah contracts in the agricultural sector. However, the fatwa needs to be broadened by adopting **adaptive and participatory principles**, namely a profit-sharing mechanism that considers the variations in land conditions, capital, and labor in various regions.²⁴ This approach affirms the flexibility of Islamic law in accommodating local realities as long as it does not contradict the *nash* (explicit text).

In the perspective of Islamic economic justice theory, **a just contract is one that balances individual interests and collective interests**. According to M. Umer Chapra, Shariah economic justice is not just about the distribution of results, but also about the creation of equitable economic opportunities for all segments of society.²⁵ Thus, the reconstruction of *muzara'ah* and *musaqah* contracts should be directed to strengthen the bargaining position of the cultivators (small farmers) so that they are not trapped in a structural dependency on the landowner.

Contract reconstruction must also consider the **aspect of environmental sustainability**. In QS. Al-A'raf [7]: 56, Allah says: "*And do not commit abuse on the earth after it has been set in order.*"²⁶ This verse contains the ethical message that agricultural practices in the *muzara'ah* contract must not damage the ecosystem. Thus, every contract must include an ecological responsibility clause, such as maintaining soil fertility and water conservation.

From the perspective of contemporary *maqāṣid al-syarī'ah*, Jasser Auda asserts that Islamic law must be able to answer the needs of the time through a systemic and contextual approach.²⁷ Therefore, the reconstruction of the profit-sharing contract should not merely imitate the classic model, but adjust to modern mechanisms such as digital recording, *smart agreement*-based contracts, or Shariah mediation for dispute resolution.

Reconstruction also needs to strengthen the **role of Shariah financial institutions and zakat institutions** in supporting productive financing based on the *muzara'ah* contract. This integrative model allows for a more proportional division of results, while also

²³KHES, Buku II Bab IV Pasal 285–297.

²⁴Fatwa DSN-MUI No. 14/DSN-MUI/IX/2000 tentang Muzara'ah dan Musaqah.

²⁵M. Umer Chapra, *Islamic Vision of Development in the Light of Maqasid al-Shariah*, (Jeddah: IRTI, 2020), hlm. 109.

²⁶Al-Qur'an, Surah Al-A'raf [7]: 56.

²⁷Jasser Auda, *Maqasid al-Shariah as Philosophy of Islamic Law*, (London: IIIT, 2019), hlm. 93.

strengthening the village economy.²⁸ Within the framework of national law, this approach is aligned with **Law Number 41 of 2004 concerning Endowments (*Wakaf*)** and **Law Number 23 of 2011 concerning Zakat Management**, which allows for synergy between productive endowments and agricultural cooperation.

Based on this foundation, the reconstruction of the profit-sharing contract should result in a **new contractual model** that combines Shariah elements, social justice, and public accountability. This model includes: (a) a written contract with witnesses and a Shariah notary; (b) a profit-sharing clause based on percentages; (c) the obligation of supervision by Shariah institutions; and (d) a dispute resolution mechanism through Shariah arbitration (BASYARNAS).²⁹ Thus, the reconstruction of the contract concept for land and the crops thereon is not merely a formal legal revision, but a transformation of values towards substantive Shariah economic justice. When the principles of *al-'adl*, *al-maslahah*, and *al-amānah* are internalized in the legal structure and social practice, the *muḥāra'ah* and *musaqah* contracts will become instruments that not only regulate agrarian cooperation but also uphold distributive justice and shared prosperity.³⁰

4. Conclusion

Based on the analysis of the regulation and practice of profit-sharing contracts (*muḥāra'ah* and *musaqah*), it can be concluded that **the positive legal framework in Indonesia has not fully accommodated the principles of Shariah economic law**. The regulation in the Compilation of Shariah Economic Law (KHES) is still normative, without clear implementative guidelines in the context of agrarian socio-economic relationships. This leads to structural imbalance between the landowner and the cultivator.

The reconstruction of the contract for land and crops must be placed within the framework of *maqāṣid al-syarī'ah*, which is to preserve wealth (*hifẓ al-māl*), social justice, and shared benefit. Thus, the reconstructed contract not only fulfills the formal requirements of agreement according to Article 1320 of the Civil Code but also fulfills the moral and spiritual aspects of Islamic law.

The Government needs to conduct a **revision of the Compilation of Shariah Economic Law (KHES)** by adding implementative provisions related to *muḥāra'ah* and *musaqah* contracts, including the obligation of recording, legal protection for the cultivator, and a mechanism for supervision by Shariah institutions. This revision must consider the socio-economic context of agrarianism in Indonesia as mandated by Article 33 paragraph (4) of the 1945 Constitution concerning economic democracy. The **National Shariah Council–Indonesian Ulema Council (DSN-MUI)** is expected to renew its *fatwa* related to *muḥāra'ah* and *musaqah* with a **contextual *fiqh* approach**, which adapts classical principles within modern economic structures, including the use of digital contract systems (*e-mu'āmalah*) and financing based on productive *wakaf* (endowment) and agricultural *zakat*. The **Ministry of Agriculture and the Ministry of ATR/BPN** need to synergize in formulating a **Government Regulation** that regulates Shariah-based land cooperation models. This regulation can govern the form of the contract, the procedure for profit-

²⁸Rachmat Syafe'i, "Model Integrasi Lembaga Keuangan Syariah dalam Pemberdayaan Pertanian," *Jurnal Ekonomi Islam Al-Iqtishad*, Vol. 15 No. 2 (2023), hlm. 221.

²⁹Peraturan Mahkamah Agung Republik Indonesia Nomor 2 Tahun 2008 tentang Kompilasi Hukum Ekonomi Syariah; serta pedoman Badan Arbitrase Syariah Nasional (BASYARNAS).

³⁰Wahbah al-Zuhaili, *al-Fiqh al-Islami wa Adillatuhu*, (Damaskus: Dar al-Fikr, 2020), hlm. 5452.

sharing, dispute resolution, and the mechanism for contract registration so that it is legally recognized nationally without losing the Shariah principles.

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