



## Review of the Compilation of Sharia Economic Law on Down Payment of Rice Field Rent Down Payment

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### Abstract

This study aims to analyze the practice of down payment in rice field rental in Tinjoman Lama Village, Padangsidimpuan Hutaibaru District and review it based on the Compilation of Sharia Economic Law. This research is a field research with a qualitative approach and uses a descriptive-analytical method. The data was obtained through in-depth interviews with rice field owners, tenants, traditional leaders, religious leaders, and village officials, and strengthened by observation and documentation studies. The results of the study show that the advance payment of rice field rent is a common practice and has become a habit ('urf) in the local community. The down payment is paid at the beginning of the contract as a sign of the tenant's seriousness and guarantee for the rice field owner, while repayment is made after harvest according to the agreement on the lease term. However, this practice has not been accompanied by clarity of the contract, especially regarding the time of use of rice fields and the mechanism for refunding the advance if the contract does not continue. Judging from Compilation of Sharia Economic Law, advance payments in ijarah contracts are basically allowed as long as they meet the principles and conditions of the contract and are based on the agreement of the parties. However, the practice of non-uniform advance refunds has the potential to cause injustice and lead to 'urf fasid if it harms one of the parties.

**Keywords:** Rice field rental; *Ijarah*; Compilation of Sharia Economic Law; 'Urf

### Abstrak

Penelitian ini bertujuan untuk menganalisis praktik pembayaran uang muka dalam sewa sawah di Desa Tinjoman Lama Kecamatan Padangsidimpuan Hutaibaru serta meninjaunya berdasarkan Kompilasi Hukum Ekonomi Syariah. Penelitian ini merupakan penelitian lapangan dengan pendekatan kualitatif dan menggunakan metode deskriptif-analitis. Data diperoleh melalui wawancara mendalam dengan pemilik sawah, penyewa, tokoh adat, tokoh agama, dan aparatur desa, serta diperkuat dengan observasi dan studi dokumentasi. Hasil penelitian menunjukkan bahwa pembayaran uang muka sewa sawah merupakan praktik yang lazim dan telah menjadi kebiasaan ('urf) dalam masyarakat setempat. Uang muka dibayarkan di awal akad sebagai tanda kesungguhan penyewa dan jaminan bagi pemilik sawah, sementara pelunasan dilakukan setelah panen sesuai kesepakatan jangka waktu sewa. Namun, praktik ini belum disertai kejelasan akad, khususnya terkait waktu pemanfaatan sawah dan mekanisme pengembalian uang muka apabila akad tidak berlanjut. Ditinjau dari Kompilasi Hukum Ekonomi Syariah, pembayaran uang muka dalam akad ijarah pada dasarnya diperbolehkan sepanjang memenuhi rukun dan syarat akad serta didasarkan pada kesepakatan para pihak. Akan tetapi, praktik pengembalian uang muka yang tidak seragam berpotensi menimbulkan ketidakadilan dan mengarah pada 'urf fasid apabila merugikan salah satu pihak.

**Kata Kunci:** Sewa sawah; *Ijarah*; Kompilasi Hukum Ekonomi Syariah; 'Urf.

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## Introduction

In the practice of renting rice fields in various rural areas, advance payment has become a habit that is considered reasonable, but it is not accompanied by clarity of the contract and its legal consequences.<sup>1</sup> A down payment is generally given orally as a sign of the tenant's seriousness, without an explicit agreement as to whether it is part of the rental price (*ujrah*), a guarantee of the agreement ('*urbūn*), or merely a customary *panjar*.<sup>2</sup> This ambiguity causes confusion about the legal status of the down payment, especially when there is a cancellation of the contract before the planting period or lease period begins.<sup>3</sup> In many cases, the down payment is immediately forfeited by the rice field owner, even if the cancellation is caused by objective factors such as seasonal changes, lack of capital, or the risk of crop failure.<sup>4</sup> This practice shows the tension between local customs and the principle of contract justice in sharia economic law. The problem is increasingly complex because of the inequality of bargaining position between rice field owners and tenants, especially small farmers who are heavily dependent on leased land for their survival. Rice field owners often set the amount of down payment and cancellation conditions unilaterally, while tenants accept without adequate negotiation space.

As a result, rice field lease contracts have the potential to contain elements of *gharar* (uncertainty) and *zulm* (injustice), because the risk of loss is fully charged to the tenant.<sup>5</sup> This condition is contrary to the spirit of the Compilation of Sharia Economic Law (CSEL) which emphasizes the clarity of contracts, the balance of rights and obligations, and the protection of weak parties in economic transactions.<sup>6</sup> This condition shows that there is a gap between the norms of sharia economic law contained in the Compilation of Sharia Economic Law and the reality of rice field rental practices in the field, so that a critical study

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<sup>1</sup> Destu Syah Inanda dkk., "Stakeholders and Farmers' Preferences Towards Contract Attributes: Evidence from Hybrid Maize Production in Indonesia," *Caraka Tani: Journal of Sustainable Agriculture* 40, no. 1 (2025): 139–55, <https://jurnal.uns.ac.id/carakatani/article/view/88996>.

<sup>2</sup> Hasanudin Hasanudin, "Transformation of Down Payment in Sharia Financing in Indonesia Based on Buying and Selling 'Urbūn and Hāmish Jiddiyah,'" *AHKAM: Jurnal Ilmu Syariah* 23, no. 1 (2023), <https://journal.uinjkt.ac.id/index.php/ahkam/article/view/31924>.

<sup>3</sup> Daniel Knoblich, *Analysing Contract Law in Procurement Management: Effects and Measures of Suppliers' General Terms and Conditions in the Communal Catering Sector*, 2024, [https://www.academia.edu/download/118822687/Dissertation\\_academia.edu.pdf](https://www.academia.edu/download/118822687/Dissertation_academia.edu.pdf).

<sup>4</sup> Jyotsna Singh dkk., "Comprehensive Review of Land Resource Policies of South Asia," dalam *Land and Water Nexus in South Asia*, ed. oleh Seema Rani, Advances in Asian Human-Environmental Research (Springer Nature Switzerland, 2025), [https://doi.org/10.1007/978-3-031-87429-1\\_15](https://doi.org/10.1007/978-3-031-87429-1_15).

<sup>5</sup> Said Elfakhani dan Yusuf M. Sidani, "Uncertainty or 'gharar' in contracts under the Islamic ethical code," dalam *Handbook of research on Islamic business ethics* (Edward Elgar Publishing, 2015), <https://www.elgaronline.com/downloadpdf/edcollchap/edcoll/9781781009444/9781781009444.00016.pdf>.

<sup>6</sup> Muhammad Hamdan Ali Masduqie dan Ridwan Chesae, "Application of Mudharabah Agreement Regulation through the Compilation of Sharia Economic Law (Khes) in Islamic Banking in Indonesia," *Asean Journal of Halal Industry* 1, no. 2 (2024): 30–38, <https://jurnal.unesa.ac.id/index.php/ajhi/article/view/36731>.

is needed to assess the extent to which the practice of paying down payments is in line with or deviates from the principles of the Compilation of Sharia Economic Law.

A number of previous studies have shown that the practice of advance payments in agricultural land lease contracts has been widely studied, but has not been specifically and critically placed within the framework of the Sharia Economic Law Compilation (CSEL). Some studies on *ijarah* of rice fields generally focus on the validity of lease contracts, the mechanism of *ujrah* payments, and the social relationship between land owners and cultivating farmers.<sup>7</sup> These studies tend to be descriptive-normative, emphasizing that the practice of renting rice fields is generally allowed in muamalah jurisprudence as long as it fulfills the principles and conditions of the contract, but has not explored in depth the issue of advance payments as a point prone to disputes and injustice.

Other research that discusses advances ('*urbūn*) is more commonly conducted in the context of buying and selling transactions, Islamic banking financing, and *murābahah* contracts. The results of these studies confirm that '*urbūn*' is permissible in Islamic law provided that there is a clarity of the contract and agreement of the parties, and does not give rise to the element of *gharar*.<sup>8</sup> However, the focus of this study has not touched on the practice of down payment in agricultural *ijarah* contracts, even though the characteristics of rice field rental have different risks and uncertainties, such as seasonal factors, crop failure, and economic dependence of small farmers. At the local level, some field research on customary-based agricultural land leases shows that advances are often positioned as a moral binding tool, rather than a legal instrument. These studies reveal that when there is a cancellation, the down payment is almost always declared forfeited in order to maintain a "sense of customary justice," even if it is substantially detrimental to the tenant.<sup>9</sup> However, the study has not examined these customary practices critically through the perspective of Compilation of Sharia Economic Law, so it has not been seen whether practices that are considered socially just are really in line with the principles of sharia justice. Meanwhile, research that specifically uses Compilation of Sharia Economic Law as an analytical knife is still relatively limited and generally focuses on modern economic contracts, such as Islamic banking disputes, financing, and commercial business. The context of the people's economy such as rice field rental and agrarian transactions has hardly received serious attention, even though Compilation of Sharia Economic Law is intended as a reference for sharia economic law that is applicable in the community. Thus, there is a gap in the study

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<sup>7</sup> Abdul Rahman Hadi, "SHARIA ECONOMIC ANALYSIS OF VILLAGE LAND AUCTIONS," *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah* 8, no. 1 (2024): 1094–107, <https://journal.um-surabaya.ac.id/JE/article/view/21869>.

<sup>8</sup> Muhammad Azam dkk., *E-Contract Withdrawal Rights in E-Commerce: A Comparative Study of the Egyptian Customer Protection Law and Islamic Jurisprudential Perspectives*, 2025, <https://www.researchg>.

<sup>9</sup> Marlin Marlin dkk., "Customary Payment to Achieve A Justice in The Land Disputes," *Al-'Adl* 14, no. 1 (2021): 57–69, <https://pdfs.semanticscholar.org/80c0/cbba8a62f72dda3c2823d998c3056f3fe99.pdf>.

in associating the Compilation of Sharia Economic Law norm with the practice of down payment for rice fields living in rural communities.

Based on the previous research map, it can be affirmed that this research occupies a strategic position by filling the gap between the study of normative fiqh, local customary practices, and the positive Islamic legal framework through Compilation of Sharia Economic Law. This research does not merely repeat the discussion of the validity of ijarah contracts or the concept of 'urbūn, but critically assesses how the advance payment of rice field rent is practiced, misunderstood, and potentially deviates from the principles of sharia justice, as well as affirming the contribution of Compilation of Sharia Economic Law as a relevant normative instrument for solving agrarian economic problems at the grassroots level.

## Method

This study uses a qualitative approach with the type of field research, because it aims to directly examine the practice of paying down payment for rice fields in Tinjoman Lama Village, Padangsidimpuan Hutaibaru District, and assess it from the perspective of the Compilation of Sharia Economic Law.<sup>10</sup> The qualitative approach was chosen to understand in depth the patterns of contracts, social relations, and legal meanings that live in society, which cannot be adequately explained through a quantitative approach. The data sources in this study consist of primary data and secondary data. Primary data was obtained from the results of in-depth interviews with rice field owners, rice field tenants, traditional leaders, religious leaders, and village officials who understand agricultural land leasing practices in the region. In addition, direct observation of the rice field rental contract process and the practice of down payment are also carried out to capture the empirical reality that occurs in the field. Secondary data includes the text of the Compilation of Sharia Economic Law, the book of jurisprudence, related laws and regulations, books, scientific journal articles, and relevant previous research results.

Data collection techniques were carried out through semi-structured interviews, non-participatory observations, and documentation studies. Semi-structured interviews allow researchers to obtain in-depth data as well as flexibility, while observations are used to verify the suitability between the informant's statements and actual practices. Documentation studies were carried out on village records, lease agreements (if any), and other documents related to rice field lease transactions. Data analysis was carried out in a descriptive-analytical manner with a normative-empirical approach. Empirical data obtained from the field are first classified and presented systematically to illustrate the pattern of advance payment for rice field rent. Furthermore, the practice is critically analyzed by comparing it with the provisions of the Compilation of Sharia Economic Law,

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<sup>10</sup> Faisal Ananda Arfa dan Watni Marpaung, *Metodologi Penelitian Hukum Islam: Edisi Revisi* (Prenada Media, 2018), <https://books.google.com/books>.

especially the articles that regulate ijarah contracts, payments, cancellation of contracts, as well as the principles of justice and legal certainty in the sharia economy.<sup>11</sup> This analysis aims to assess the extent to which practices in Tinjoman Lama Village are in harmony or deviating from the legal principles of sharia economics. The results of the analysis are then synthesized to draw normative-critical conclusions, as well as formulate recommendations that are applicable to improve the practice of paying down payments for rice fields to be fairer and in accordance with the provisions of the Compilation of Sharia Economic Law.

## Results and Discussion

### Practice of Paying Down Payment for Rice Field Rent in Tinjoman Lama Village, Padangsidimpuan Hutaimbaru District

The people of Tinjoman Lama Village generally depend on the agricultural sector, especially rice field farming. The level of land ownership among farmers is uneven; Some communities have rice fields with a limited area, while others have no cultivated land at all. This condition encourages the practice of renting rice fields as an economic mechanism to maintain and improve family welfare. Even farmers who have their own rice fields continue to rent additional land because the harvest from privately owned rice fields is not enough to meet the needs of life. In practice, there are also rice field owners who have several plots of land but are unable to cultivate them due to age, limited manpower, or urgent economic needs. The rice fields are then rented to other parties by requiring a down payment at the beginning of the contract. This practice is known to the local community as parjolo fare. The down payment is determined and must be paid by the tenant (*musta'jir*) to the owner of the rice field (*mu'ajir*) before the land is cultivated.

Based on the results of the interview, the practice of paying down payment for rice field rent is a dominant phenomenon in Tinjoman Lama Village. The rental period varies between two to five harvests, but the most widely applied pattern is rice field rental with a period of two harvests. The down payment is given as part of the initial agreement and is considered a binding contract so that the tenant does not unilaterally cancel the agreement before the lease ends. From the perspective of sharia economic law, this practice is interesting to study because the down payment serves as a sign of completion, but it does not have clarity on the legal status if the contract does not continue.

Secara substantif, praktik sewa sawah di Desa Tinjoman Lama telah memenuhi unsur-*The elements of the ijarah contract as known in the fiqh of muamalah*. The tenant (*musta'jir*) is the individual who rents the rice field to cultivate, while the leasing party (*mu'ajir*) is the owner of the rice field who hands over the land benefits to the tenant in

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<sup>11</sup> Qadriani Arifuddin dkk., *Metodologi Penelitian Hukum* (PT. Sonpedia Publishing Indonesia, 2025), [https://books.google.com/books?hl=id&lr=&id=fDE\\_EQAAQBAJ&oi=fnd&pg=PR1&dq=metodologi+penelitian+hukum&ots=ZqhFrn2A6y&sig=99qa6xkxUpdPirvAALqdWeD-owY](https://books.google.com/books?hl=id&lr=&id=fDE_EQAAQBAJ&oi=fnd&pg=PR1&dq=metodologi+penelitian+hukum&ots=ZqhFrn2A6y&sig=99qa6xkxUpdPirvAALqdWeD-owY).

return. The object of the contract (*ma'jur*) is in the form of rice fields located in the area of Tinjoman Lama Village, Padangsidimpuan Hutaimbaru District. The contract is carried out orally using the Mandailing Batak language according to the customs of the local community. No written agreement was found in this practice, so the entire agreement was based solely on beliefs and customary norms. In the context of the Compilation of Sharia Economic Law, this condition shows the weak aspect of legal certainty, especially when there is a default or cancellation of contracts. From the results of the interview, tenants generally stated that the down payment is paid as a sign of seriousness and will be taken into account as part of the total rent. However, there are also critical views from tenants who consider that the obligation to pay a down payment is burdensome and potentially detrimental, especially if the harvest does not meet expectations or the contract is unilaterally canceled by the rice field owner.

The amount of the down payment for rice field rent in Tinjoman Lama Village does not have a standard standard. The value is determined based on the area of the rice fields, the capacity of crop yields, and the economic needs of rice field owners. The down payment ranges from IDR 200,000 to IDR 600,000 per one lungguk of rice fields, with an estimated load of between 50 to 100 cans of rice. In some cases, the down payment is equated to the value of a single harvest, while repayment is made after the next harvest. This variation in the amount of the down payment shows that there is an imbalance in the bargaining position between tenants and rice field owners. From the perspective of Compilation of Sharia Economic Law, this condition has the potential to cause an element of injustice (*zulm*) if the down payment is determined unilaterally without considering the tenant's ability and without clarity on the return mechanism. The results of the study show that there is no uniformity in the application of sanctions if the rice field lease contract does not continue. Some rice field owners refund the down payment in full, some only return half of it, and some do not return the down payment at all. This difference depends entirely on the individual habits of the rice field owners, not on a clear written agreement.

This condition poses serious problems from the point of view of sharia economic law, because the advance has the potential to become a property that is taken without any benefit if the contract is canceled unilaterally. This is in line with the concerns of some religious leaders who consider that the practice of down payment for rice field rentals contains elements of *gharar* and opens up opportunities for disputes in the future.

The views of the people of Tinjoman Lama Village on the practice of down payment for rice field rent are divided into two major streams. The first group consisting of rice field owners and traditional leaders considers this practice legitimate and reasonable because it has become a hereditary habit and is seen as a form of mutual help. Meanwhile, the second group, especially religious leaders, considered the practice problematic under sharia because it often caused unclear contracts, renewals of promises, and injustice in the refund of advance payments. This difference of views shows that there is a tension between

customary practices ('urf) and normative sharia economic law principles as formulated in Compilation of Sharia Economic Law. Therefore, the practice of paying down payment for rice field rent in Tinjoman Lama Village is not only an economic issue, but also a legal issue that requires critical review in order to be in line with the principles of justice, certainty, and benefits in sharia economic law.

### **Down Payment for Rice Field Rental in Tinjoman Lama Village, Padangsidimpuan Hutaimbaru District**

Law and social practice are two closely related entities. In Muslim society, Islamic law is seen as a normative system that is able to realize justice, benefit, and certainty in the life of muamalah. However, the implementation of Islamic law in people's lives has never been completely separated from the social, cultural, and local customs ('urf) contexts that are developing. This is clearly seen in the practice of renting rice fields with advance payment in Tinjoman Lama Village, which although it has become a hereditary habit, still needs to be studied for its conformity with the Compilation of Sharia Economic Law. Conceptually, rent-rent (ijarah) is a contract to transfer the benefits of a good or service for a certain reward. This contract is allowed according to the number of scholars as long as it fulfills the principles and conditions of ijarah, namely the existence of parties to the contract (mu'ajir and musta'jur), the object of the contract (ma'jur), ijab and kabul, as well as clarity of benefits, time, and rewards. The practice of renting rice fields in Tinjoman Lama Village is basically an ijarah for the benefits of agricultural land, where the rice field owner hands over the benefits of the land to the tenant to be cultivated within a certain period of time in exchange for an agreed rent.

The results of the study show that the majority of rice field owners in Tinjoman Lama Village implement a rent payment system based on the count of two harvests, although there are also those who use a four-harvest system. The contract is carried out orally in the South Tapanuli Batak language so that it can be clearly understood by both parties. In terms of harmony and contract terms, this practice has generally met the basic provisions of ijarah, because there is agreement between the parties, clarity of the rental object, and the term of land use. However, the main problem that is the focus of this research is the practice of advance payments in rice field lease contracts. In practice, the down payment is paid by the tenant as part of the total rent at the beginning of the contract and serves as a sign of completion. If the lease continues, the down payment is taken into account as part of the rent payment. However, if the contract does not continue, the advance payment is often not returned in full, and in some cases not returned at all. This practice raises legal issues, especially related to the protection of tenant rights and the potential for property takeover without benefit.

If reviewed based on the Compilation of Sharia Economic Law, the provisions regarding advance payment in the ijarah contract are regulated in Article 307 paragraph (2)

of which states that ijarah services can be paid with or without a down payment, either paid at the beginning, at the end, or by debt based on the agreement of the parties. Thus, the practice of paying down payment for rice field rent in Tinjoman Lama Village is in principle permissible according to Compilation of Sharia Economic Law, as long as it is based on a clear agreement between the tenant and the owner of the rice field. Furthermore, Article 308 of the Compilation of Sharia Economic Law regulates the legal consequences of advance payments in the event of cancellation of the contract. Article 308 paragraph (1) states that the ijarah advance payment that has been paid cannot be returned unless otherwise specified in the contract. Paragraph (2) emphasizes that the advance payment must be returned if the cancellation of ijarah is carried out by the mu'ajir, while paragraph (3) states that the advance payment is not mandatory to be returned if the cancellation is made by the musta'jur. This provision shows that whether or not the return of the advance payment depends on the clarity of the agreement and the party who cancels the contract.

In the context of Tinjoman Lama Village, the study found that most rice field lease contracts do not include explicit provisions regarding the status of the down payment in the event of cancellation. This causes practices in the field to often not fully comply with the provisions of the Compilation of Sharia Economic Law, because the refund of the advance depends on the habits and will of the rice field owners, not on a clear contract agreement. This condition has the potential to cause an element of uncertainty (gharar) and disputes, especially for the tenant. In addition, Article 316 of the Compilation of Sharia Economic Law states that the beginning of the ijarah period is determined based on the contract or custom, and the period of ijarah can be changed based on the agreement of the parties. This provision can be used to legitimize the practice of determining the rental period based on the harvest count which has become a habit of the people of Tinjoman Lama Village. However, these habits must still be placed in the corridor of fair and transparent agreements so as not to conflict with the principles of justice and benefit that are the basis of sharia economic law. Thus, it can be concluded that the practice of paying down payment for rice field rent in Tinjoman Lama Village is normatively permissible according to the Compilation of Sharia Economic Law. However, in terms of implementation, there are still fundamental weaknesses, especially in the aspect of clarity of the contract and the regulation of the status of the down payment. Therefore, it is necessary to affirm the agreement from the beginning of the contract so that the practice of renting rice fields with a down payment is not only legally legal, but also fair and in line with the principles of sharia economic law.

## **Discussion**

Islam as a comprehensive religion regulates all aspects of human life, including in the field of muamalah which regulates economic and social relations between individuals.<sup>12</sup> The Qur'an and Sunnah are the main normative foundations in determining the validity of an agreement, including the lease-lease contract (*ijarah*), which in principle emphasizes justice, willingness of the parties, clarity of object, and the absence of elements of injustice.<sup>13</sup> In this context, the Compilation of Sharia Economic Law is present as a normative instrument that operationalizes sharia principles into the practice of economic law in Indonesian society.<sup>14</sup> However, the results of field research in Tinjoman Lama Village show that there is a gap between these normative provisions and the practice of renting rice fields that are customarily developed. The practice of paying down payment in rice field rental in Tinjoman Lama Village has generally fulfilled the basic principles and conditions of the *ijarah* contract, such as the existence of the renting party (*mu'ajjir*), the tenant (*musta'jur*), a clear and usable rental object (*ma'jur*), and the existence of a price agreement that is carried out without coercion. The advance payment was agreed at the beginning of the contract as a form of tenant commitment and guarantee for the rice field owners. However, a crucial problem arises in the sanction clause when the contract does not continue, namely the provision for a refund of the advance payment which is only given half of the amount that has been paid.<sup>15</sup> This provision is not accompanied by clarity on the basis of the written contract or the real extent of the loss experienced by the rice field owner, so it has the potential to cause injustice to the tenant.

Viewed from the perspective of Compilation of Sharia Economic Law, this practice is not entirely in line with the principles of justice and benefit which is the spirit of the *ijarah* contract. Although advance payments are sharia-justified, the management mechanism must be based on a fair and proportionate agreement and not harm either party. In this case, the habit of the people of Tinjoman Lama Village who only return half of the advance when the contract is void can be categorized as '*urf fasid*', because although it applies in general, this habit is contrary to sharia principles and has the potential to cause an element of taking property without rights. Thus, this study emphasizes that the practice of paying

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<sup>12</sup> A. B. Amalia dan J. Juliana, "Scope of Fiqh Muamalah in the Perspective of Islamic Law and Contemporary Dynamics," *Islamic Economics and Finance*, Universitas Pendidikan Indonesia, 2025, [https://www.researchgate.net/profile/Alisa-Bila-Amalia/publication/394737412\\_Scope\\_of\\_Fiqh\\_Muamalah\\_in\\_the\\_Perspective\\_of\\_Islamic\\_Law\\_and\\_Contemporary\\_Dynamics/links/68a5b237ca495d76982e721e/Scope-of-Fiqh-Muamalah-in-the-Perspective-of-Islamic-Law-and-Contemporary-Dynamics.pdf](https://www.researchgate.net/profile/Alisa-Bila-Amalia/publication/394737412_Scope_of_Fiqh_Muamalah_in_the_Perspective_of_Islamic_Law_and_Contemporary_Dynamics/links/68a5b237ca495d76982e721e/Scope-of-Fiqh-Muamalah-in-the-Perspective-of-Islamic-Law-and-Contemporary-Dynamics.pdf).

<sup>13</sup> Prawitra Thalib dkk., "The application of quranic interpretation, of sunnah and ijtihad as the source of islamic law," *Rechtidee Jurnal Hukum* 15, no. 2 (2020): 193–206, <https://repository.unair.ac.id/111475>.

<sup>14</sup> Hasbi Hasan dan Cecep Mustafa, "The Politics of Law of Sharia Economics in Indonesia," *Lex Publica* 9, no. 1 (2022): 30–57, <https://journal.appthi.org/index.php/lexpublica/article/download/137/150>.

<sup>15</sup> Qinhong Zhang dkk., "Economic order quantity under advance payment," *Applied Mathematical Modelling* 38, no. 24 (2014): 5910–21, <https://www.sciencedirect.com/science/article/pii/S0307904X14002108>.

down payment for rice field rent in Tinjoman Lama Village requires an improvement of the contract to be in accordance with the provisions of Compilation of Sharia Economic Law and the value of justice in sharia economic law.

### **Conclusion**

Based on the results of field research and normative analysis of the Compilation of Sharia Economic Law, it can be concluded that the practice of paying down payment for rice field rent in Tinjoman Lama Village is a socio-economic phenomenon that was born from the practical needs of the farming community and has developed into a widely accepted habit ('urf). The lease agreement to rent a rice field is carried out simply and orally between the owner of the rice field (mu'ajir) and the tenant (musta'jir), with the local language that is understood together. The down payment is paid at the beginning of the contract as a sign of the tenant's seriousness and guarantee for the rice field owner, while repayment is made after harvest in accordance with the lease term agreement. However, in practice, the use of rice fields by tenants cannot always be done immediately, so it has the potential to cause uncertainty if it is not accompanied by clarity of contracts.

Viewed from the perspective of the Compilation of Sharia Economic Law, the practice of renting rice fields with advance payment is in principle permissible and legal, as long as it fulfills the principles and conditions of the ijarah contract and is based on the agreement of the parties, as stipulated in Article 307 and Article 316 of the Compilation of Sharia Economic Law. However, the practice of non-uniform advance refunds and even in some cases not being returned at all when the contract is not continued, shows a deviation from the principles of justice and legal certainty. In this context, this habit tends to lead to 'urf fasid if it harms one of the parties, especially the tenant. Therefore, although advance payment is allowed according to Compilation of Sharia Economic Law, its application in Tinjoman Lama Village needs to be accompanied by a clear contract and written agreement so that it is in line with the purpose of sharia economic law, which is to realize justice, benefits, and protection of the rights of the parties in muamalah transactions.

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Review of the Compilation of Sharia Economic Law on Down Payment of Rice Field Rent  
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Junda Harahap

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Review of the Compilation of Sharia Economic Law on Down Payment of Rice Field Rent  
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