

Gharar Problems in the *Majek Tradition*: Juridical Analysis of Farm Workers' Wages from the Perspective of Sharia Economic Law

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Abstract

The employment remuneration practices observed in the majek tradition in Semaka District, Tanggamus Regency reveal significant differences between customary law, the formal regulatory framework, and Sharia principles. The main issues identified in this examination include manifestations of legal ambiguity (gharar) and a lack of protection for workers' rights, stemming from unilateral decisions regarding remuneration and post-harvest wage determination. Data was obtained through comprehensive interviews with landowners and agricultural workers, then analysed through the lens of the principles of Fikih Muamalah and Maqashid Sharia. The findings indicate that the majek tradition fails to meet the legal criteria associated with ijarah contracts due to the prevalence of gharar fahish (excessive uncertainty) regarding wage amounts. Juridically and philosophically, this practice contradicts the principles of justice ('is) and property protection (hifz al-mal) as articulated in Shariah Maqashid. This study advocates the formalisation of direct employment contracts in written form to ensure legal certainty and the protection of agricultural workers, who are positioned as vulnerable parties (mustadh'afin).

Keywords: Wages, Sharia Economic Law, Wage Regulation, Gharar, Farm Workers.

Abstrak

Praktik remunerasi ketenagakerjaan yang diamati dalam tradisi majek di Kabupaten Semaka Kabupaten Tanggamus mengungkapkan perbedaan yang signifikan antara adat adat adat adat, kerangka peraturan formal, dan prinsip-prinsip syariah. Masalah utama yang diidentifikasi dalam pemeriksaan ini termasuk manifestasi ambiguitas hukum (gharar) dan kurangnya perlindungan hak-hak buruh, yang berasal dari keputusan sepihak mengenai remunerasi dan penentuan upah pasca panen. Data diperoleh melalui wawancara komprehensif dengan pemilik tanah dan buruh pertanian, kemudian dianalisis melalui lensa prinsip Fikih Muamalah dan Maqashid Syariah. Temuan menunjukkan bahwa tradisi *majek* gagal memenuhi kriteria hukum yang terkait dengan akad ijarah karena prevalensi gharar fahish (ketidakpastian yang berlebihan) mengenai jumlah upah. Secara yuridis dan filosofis, praktik ini bertentangan dengan prinsip-prinsip keadilan ('is) dan perlindungan properti (hifz al-mal) sebagaimana diartikulasikan dalam Syariah Maqashid. Studi ini mengadvokasi formalisasi kontrak kerja langsung dalam bentuk tertulis untuk memastikan kepastian hukum dan perlindungan buruh agraria, yang diposisikan sebagai pihak rentan (mustadh'afin).

Kata Kunci: Upah Majek, Hukum Ekonomi Syariah, Regulasi Pengupahan, Gharar, Buruh Tani.

Introduction

Human beings need an organized framework that regulates, supports, and upholds the dynamics of rights and obligations to reduce conflicts of interest.¹ In Islam, the framework for socioeconomic interaction is referred to as the law of muamalah. An important component of this framework is the remuneration system, which aims to ensure equality and balance between employers and employees through the akad ijarah al-a'mal (merit-based compensation). Sharia law mandates transparency (ma'lum) regarding three main components: the nature of the work, the quantum of remuneration (ujrah), and the timing of compensation to avoid the prohibited element of uncertainty (gharar).²

This statement on the protection of workers' rights is not only enshrined in Sharia but also summarized in national law. In the context of Indonesian law, remuneration is an important component protected by Law Number 6 of 2023 concerning the Implementation of Perpu No. 2 of 2022 concerning Job Creation, and is specifically described in Government Regulation Number 36 of 2021 concerning Wages. This regulation stipulates that wages represent workers' rights that must be respected by employers in accordance with agreements that cannot fall below the minimum threshold set and must have a clear basis of calculation.³

Nevertheless, in practice, there is often a difference between legal standards (both Islamic and state) and actual practice. The emergence of irregularities in wage structures often stems from inequities in the bargaining power of labor, where wages received do not reflect fairness or subsistence standards. As a result, this study is crucial to examine how local customs often ignore the principle of wage transparency as described by Sharia and reinforced by government regulations, ensuring that the basic rights of agricultural workers are consistently upheld. The reality is that in rural communities, there are still practices of wage for farm workers that do not guarantee the certainty of wages. Workers work without knowing exactly what rewards will be received, and wages are only given after the work is completed or even after the harvest is obtained. Such a system relies on unpredictable final results, making labor rights vulnerable to fluctuations in crop yields.

¹ Sofiah Afifah, "Law and Human Rights: Building the Foundations of a Just Life," *Lex Aeterna Law Journal* 2, no. 1 (2024): 49–59. <https://doi.org/10.69780/lexaeternalawjournal.v2i1.12>

² Mohd Shahid Mohd Noh, Suffian Haqiem Nor Azelan, and Muhammad Izzul Syahmi Zulkepli, "A Review on Gharar Dimension in Modern Islamic Finance Transactions," *Journal of Islamic Accounting and Business Research* 16, no. 5 (2025): 976–89. <https://doi.org/10.1108/JIABR-01-2023-0006>

³ Dinda Suciana Rambe and Ely Dasnawati, "The Determination of the Job Creation Perppu into Law Number 6 of 2023 Legal Sociology Perspective," *WTCARANA* 2, no. 2 (2023): 88–100. <https://doi.org/10.57123/wicarana.v2i2.38>

The practice of wages must be in harmony with the principles that have been regulated in the sharia. The provisions of sharia require that the contract must meet the elements of clarity and pleasure from both parties. Wages that are not specifically mentioned at the beginning give rise to *gharar*, which in Islamic law is included as a null contract when the uncertainty is significant. Uncertainty in the wage system can cause real harm to farm workers, especially in the welfare aspect. When the results of labor are dependent on crops or unilateral considerations, workers' economic rights are not protected. This is contrary to the *maqashid* of sharia, especially in safeguarding property (*hifz al-mal*) and soul (*hifz al-nafs*). Islam obliges employers to pay attention to the benefits and eligibility of wages so that workers can live properly.⁴

Allah justifies wages because wages are compensation for the services that a worker has given, and the deprivation of wages is a bad deed that will be threatened by punishment from Allah.⁵ As explained in the Quran sura at-Talaq verse 6:

أَسْكِنُوهُنَّ مِنْ حَيْثُ سَكَنْتُمْ مِنْ وُجْدِكُمْ وَلَا تُضَارُّوهُنَّ لِتُضَيِّقُوا عَلَيْهِنَّ وَإِنْ كُنَّ أُولِي حَمْلٍ فَأَنْفِقُوا عَلَيْهِنَّ حَتَّى يَضَعْنَ حَمْلَهُنَّ فَإِنْ أَرْضَعْنَ لَكُمْ فَآتُوهُنَّ أُجُورَهُنَّ وَأَتَمُّوا بَيْنَكُمْ بِمَعْرُوفٍ وَإِنْ تَعَاسَرْتُمْ فَسْتَزِعْ لَهُ أُخْرَىٰ

Meaning: Place them (divorced wives) where you dwell according to your ability, and do not trouble them to narrow their hearts. If they are pregnant, then give them their support until they give birth, and if they nurse your children, then give them their reward. and deliberate among yourselves (things) well; And if you both encounter difficulties (in terms of breastfeeding), then another woman may nurse (the child) for her.

In a hadith the Prophet also explained about wages⁶:

عَنْ أَبِي سَعِيدٍ قَالَ إِذَا اسْتَأْجَرْتَ أَحِيرًا فَأَعْلِمْهُ أَجْرَهُ

Meaning: "It was narrated from Abu Sa'id, he said, 'If you hire a person, then tell him his wages'." (Laughter).

This hadith shows that clarity about wages is an obligation in the employment contract. This prevents uncertainty (*gharar*) and upholds the principle of justice between employer and worker, as emphasized in Islamic law. The habits of the community in implementing this wage

⁴ Umi Martika Sari, Syafran Afriansyah, and Ramiah Lubis, "Wage Patterns of Peanut Plantation Farm Workers in Rural Areas," *Muamalah* 9, No. 1 (2023), <https://doi.org/10.19109/Muamalah.V9i1.18106>;

⁵ Eko Setiawan, "Social Construction of Labor Distribution and Wages of Farm Workers," *Yinyang: Journal of Islamic Studies of Gender and Children* 12, no. 1 (2017): 19–34. DOI:[10.24090/yinyang.v12i1.2017.pp19-34](https://doi.org/10.24090/yinyang.v12i1.2017.pp19-34)

⁶ Ninda Arianti M., Mohamad Zaenal Arifin, And Safitri Safitri, "Transaksi Jual Beli Online Melalui Sistem Shopee Paylater Dalam Perspektif Hukum Ekonomi Syariah," *Syar'ie: Jurnal Pemikiran Ekonomi Islam* 6, No. 2 (2023), <https://doi.org/10.51476/Syarie.V6i2.536>.

system are often based on hereditary customs or habits. Islam recognizes custom ('urf) as one of the sources of law, as is the rule of "*Al-'adah muhakkamah*" (custom can become law).⁷ However, the main condition for 'urf to be used as a legal basis is that it does not contradict nash and does not cause tyranny. When the habit no longer fulfills the element of benefit, then the habit cannot be justified according to sharia.⁸

The study of the uncertain wage system is important in the context of sharia economic law. When workers work without certainty about their rights, then the principles of justice and protection in Islamic law are not fulfilled. Practices like this need to be evaluated, especially to find wage formulations that are in accordance with the values of justice, legal certainty, and welfare in Islam. Semaka District, Tanggamus Regency, is an agrarian area that is one of the pillars of rice production in Lampung Province. With a rice field area of about 4,900 hectares, rice farming supports the livelihood of more than 70% of households in the region, both as smallholders and farm laborers.

The implementation of wages carried out in Semaka District is using a wage distribution system given after harvest. This kind of system has become a habit in Semaka District. Everyone who owns a rice field uses this system, which is to tell people to plant their rice, but the person who is hired to grow the rice is not given a direct wage and there is no definite provision for how much they will receive. They will know how much the wage will be after the harvest process is completed. Even though there is no certainty about how the rice plants will be and how much they will get. The majek system is run through verbal agreements, usually agreed in conversation without a written contract, so farm workers have no legal guarantee of their wages. This tradition, originally intended to strengthen social relations through mutual cooperation, now often reflects injustice⁹.

In the context of fiqh muamalah, it is very important that all economic transactions comply with the principles of equality, transparency, and mutual benefit among the parties involved.¹⁰ The contract of ijarah, which deals with the hiring of services, requires that wages (ujrah) be explicitly defined from the outset, including specific amounts, forms, and methods of payment, in order to

⁷ Mul Irawan, "The Politics of Sharia Economic Law in the Development of Sharia Financial Institutions in Indonesia," *Journal of Legal Media*, 2018, 10–21. <https://doi.org/10.18196/jmh.2018.0097.10-21>.

⁸ Maulana Ira M. Irsyad Arifin, "Eksistensi Hukum Ekonomi Syariah Dalam Hukum Perdata," *Lentera: Indonesian Journal Of Multidisciplinary Islamic Studies* 3, No. 2 (2022), <https://doi.org/10.32505/Lentera.V3i2.3536>.

⁹ Sally Badriya Hisniati et al., "Sharia Economic Law," *Pelita Nusa Journal* 3, No. 1 (2023), <https://doi.org/10.61612/Jpn.V3i1.33>;

¹⁰ Mohammad Fandrian Hadistianto and Siti Rohmah, "The Paradox of the Implementation of the Minimum Wage Policy After the Constitutional Court Decision Number 91/PUU-XVIII/2020," *Journal of Law* 12, no. 1 (2023).

eliminate the element of gharar (uncertainty) that is prohibited in Islam. However, in the majek system practiced in Semaka Regency, workers' wages are significantly influenced by crop variability, thus raising academic concerns about the certainty of rights granted to farm workers. This problem is in line with Nurul Aini's findings (2020), which concludes in ¹¹His research is that compensation is based on customary practices without an explicit nominal amount at first tend to involve gharar and can cause injustice to workers. ¹² Furthermore, Sartika (2020) emphasizes that while the traditional wage system can be considered a form of local wisdom, the lack of compensation that has been ditentukan puts workers in a vulnerable and economically unprotected negotiating position. This idea is further supported by the Baiti Nurjanah (2024) study, which underscores the need to assess traditional wage systems to ensure they meet standards to meet the basic needs (dharuriyyat) of workers, thereby promoting true well-being.

Based on this analysis, this research effort will not only document the phenomenon of wage uncertainty in the majek tradition but will also examine its alignment with national wage regulations such as Government Regulation No. 36 of 2021, which requires the establishment of fair and adequate remuneration standards. The purpose of this study is to propose a reconstruction of the contract that accommodates local customs while upholding the principles of certainty inherent in Sharia economic law, thereby providing better protection for farm workers in Tanggamus Regency.

In Islam it is prescribed that the payment of wages or compensation to the person who has rendered his services must be made after the work is completed, and it is not permissible to delay the payment of wages because there is a possibility that the party concerned really needs it. However, in reality in Semaka District, Tanggamus Regency, there is a payment of wages that are given not when the work has been completed. Where wages are deferred and will be given at harvest time, while Islam advocates that wages should be given when the work has been completed.

Research Methods

This research is a field research, namely by collecting data and information obtained directly from respondents and observing directly.¹³ The normative approach is carried out by

¹¹ Sulistio Adiwinarto, Tegar Pamungkas Putra Mahardika, and Titan Leeavi, "Legal Certainty on Labor Welfare in the Perspective of Job Creation Law," *National Multidisciplinary Sciences* 2, no. 4 (2023), <https://doi.org/10.32528/Nms.V2i4.315>;

¹² Asmuliadi Lubis, "Tinjauan Fiqih Muamalah Terhadap Pelaksanaan Upah Harian Penggarapan Sawah: (Studi Kasus Di Desa Ciawigajah Kecamatan Beber Kabupaten Cirebon)," *AL Barakat: Jurnal Kajian Hukum Ekonomi Syariah* 2, no. 01 (2022): 1–18.

¹³ Aslihatul Rahmawati et al., "Optimization of Interview Techniques in Field Research Research through Participatory Action Research-Based Training in Class IIA Youth Prison Students in Tangerang," *Journal of Abdimas Prakasa Dakara* 4, no. 2 (2024): 135–42.

analyzing the relevant provisions of Islamic law, while the empirical approach is carried out by looking directly at wage practices in the field and social facts that develop in society.¹⁴ In addition, this research is also supported by *library research*, which includes Islamic legal literature such as fiqh books, compilations of Islamic economic law, and related scientific journals. The subjects in this study are wage givers and recipients in the wage system of farm workers, especially in rice planting and harvesting activities. The object of the research is the *majek* wage system applied in Semaka District, Tanggamus Regency.¹⁵

Results and Discussion

Majek Wages in Semaka

The Semaka region is mostly characterized by people whose livelihoods are mainly rooted in the agricultural sector, with the majority of the population engaged as agricultural workers who work diligently in the fields. It is noteworthy that in 2023, the region has been documented producing an impressive total of 6,063.70 tons of rice, demonstrating the agricultural productivity that defines the region. Despite the strenuous efforts made by these workers to secure the basic necessities of life for themselves and their families, it is important to recognize that employment opportunities as agricultural workers do not consistently present themselves on a daily basis, leading to periods of uncertainty and income fluctuations. The nature of agricultural work in this context is mostly seasonal or dependent on specific needs, especially during critical phases such as the growing season, harvest period, or when farmers need help in caring for their crops at different stages of growth and development.¹⁶

In Semaka Regency, the *majek* wage system stands out as a deeply ingrained local tradition that meticulously regulates the working relationship between landowners and agricultural workers, especially in the complicated rice production process. The *majek* tradition has established itself as an integral aspect of the socio-economic order of the people of Semaka Regency, which has been an important component of their lives for a long period. For agricultural workers, this tradition is an important way to earn an income, as the grain harvested through *majek* activities usually serves to meet household food needs, while also being maintained as a buffer against future uncertainty. Additionally, it is common for some workers to engage in the sale of their harvested grain, thus

¹⁴ Askar Nur and Fakhira Yaumil Utami, "The Process and Steps of Anthropological Research: A Literature Review," *Ad-Dariyah: Journal of Dialectics, Social and Cultural* 3, no. 1 (2022): 44–68.

¹⁵ Mudjia Rahardjo, "Text Studies in Qualitative Research," 2018.

¹⁶ Andik Sukoco, "Under the Threat of Mechanization: The Motive for Bawon Selection in Farmers in Sambirejo Village, Saradan Madiun District," *Socioglobal: Journal of Sociological Thought and Research* 6, no. 1 (2022), <https://doi.org/10.24198/Jsg.V6i1.25045>.

generating cash income that can be used to cover their daily living expenses and other financial obligations.¹⁷

The *majek* tradition includes a variety of activities that include planting and harvesting rice, which is a task generally performed by landowners who employ laborers or enlist their services to complete these important agricultural functions. This understanding is further reinforced by insights shared by Mr. Miskun, a local rice field owner, who, when engaged in an interview regarding the nature of work that requires external assistance or employing laborers, articulates that not all agricultural tasks are performed by wage laborers. He specifically noted that most of the planting and harvesting of rice is usually done with the help of others, which reflects the collaborative nature of agricultural work in this region.¹⁸ When farm laborers complete their work, they are compensated at the end of the harvest season, receiving their wages in the form of rice or grain produced during their labor. This compensation structure is outlined by Mrs. Sugiyem, who describes her experience as an agricultural laborer, pointing out that the wages for planting rice are not disbursed as soon as the work is completed; instead, these wages are reserved and paid only after the harvest has been successfully collected.¹⁹

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¹⁷ Alek Saputra Saputra, "Penetapan Ujrah Pada Buruh Tani Kelapa Sawit Di Desa Air Buluh Kecamatan Kuantan Mudik Kabupaten Kuantan Singingi," *Jurnal Al-Falah Perbankan Syariah* 3, No. 1 (2021).

¹⁸ Heny Novitasari, Asep Ramdan Hidayat, And Encep Abdul Rojak, "Tinjauan Akad Ijarah Terhadap Sistem Upah Buruh Tani Yang Ditanggihkan Di Desa Cibuaya Kabupaten Karawang," *Bandung Conference Series: Sharia Economic Law* 2, No. 1 (2022), <https://doi.org/10.29313/Bessel.V2i1.389>.

¹⁹ Sri Hery Susilowati, "Gejala Pergeseran Kelembagaan Upah Pada Pertanian Padi Sawah," *Forum Penelitian Agro Ekonomi* 23, No. 1 (2016), <https://doi.org/10.21082/Fae.V23n1.2005.48-60>.

²⁰ Huldya Syamsiar And Abdurrohman Abdurrohman, "Kesenjangan Upah Buruh Tani Perempuan Dengan Laki-Laki (Problematisasi Kesenjangan Gender)," *Jurnal Masyarakat Maritim* 4, No. 2 (2020), <https://doi.org/10.31629/Jmm.V4i2.2855>.

components of a single cohesive unit in a work agreement that was previously negotiated and established by both parties. After successfully completing the entire harvesting process, the workers are then compensated for their efforts, receiving their wages, which include rewards for planting and harvesting rice crops. Remuneration is structured in a different way, delivered in the form of a share of the crop, using a system of distribution that allocates one share to the laborer and four parts to the landowner, thus reflecting a significant difference in the distribution of rewards.²¹

The results of interviews conducted with the workers revealed that the amount of grain wages received by farm workers showed considerable variability. In cases where yields are optimal, a worker may find themselves having sufficient quantities of grain to adequately meet the nutritional needs of their family. On the other hand, however, in scenarios where the harvest is affected by factors such as flooding or pest infestation, yields can be dramatically reduced, potentially resulting in labor receiving nothing at all. Data sourced from the Central Statistics Agency (BPS) shows that around 30% of rice fields located in Semaka Regency are classified as vulnerable to flooding, mainly due to their geographical proximity to river flows. This precarious situation is further exacerbated by the inherent characteristics of the Semaka region, which is mostly low-lying areas, making it more susceptible to waterlogging conditions. In addition, pest infestations, such as leafhoppers, pose a significant threat to the crops cultivated by farmers, further complicating their farming efforts.

The practice *of majek*, which refers to the arrangement of labor, is considered completed only after the entire harvesting process is completed, in which the rice field owners distribute wages to the laborers for the work they have diligently completed. Additionally, it is important to note that the arrangement can also be terminated prematurely if a worker feels the need to withdraw from the agreement for various reasons, such as experiencing illness or facing an urgent personal circumstance that requires their immediate attention, thus preventing them from continuing with the assigned work.

Historically, *majek* was originally understood as a form of solidarity among community members, providing an opportunity for landless farmers to get a share of the crops. However, in contemporary times, this tradition has reflected glaring inequalities, with workers burdened by far greater environmental and economic risks compared to their fellow landowners. Field data collected from the region shows that agricultural workers in Semaka typically have no alternative

²¹ Novitasari Novitasari, "Pola Sistem Pengupahan Bawon Buruh Tani Pada Masa Musim Panen: Tinjauan Analisis Kualitatif," *JSEP (Journal of Social and Agricultural Economics)* 14, no. 3 (2021): 269–80.

sources of income, meaning that uncertainty around their wages has a direct and significant impact on their overall family well-being, leaving them in a precarious socioeconomic position.

Analysis of Wage Uncertainty in the *Majek* Tradition in Semaka District, Tanggamus Regency

The long-standing tradition of *majek*, which is related to the practice of wage work, can be examined and analyzed thoroughly through the lens of a concept known as the *ijarah* contract within the framework of *fiqh muamalah*. *Ijarah*, in essence, represents a special form of service lease agreement characterized by an arrangement in which a farmer offers his physical labor and energy to cultivate land owned by another individual, and in return for this laborious effort, the landowner compensates the farmer with wages. Sayyid Sabiq articulated that in order for an *ijarah* contract to be considered valid and effective, an *ijarah* contract must consist of four basic elements that are important for its structure: (1) the existence of a statement of agreement between the two parties (*shighat*), (2) the subject of the contract, namely the renting and the hired (*mu'jir* and *mustajir*), (3) the services or work that are the object of the contract (*ma'jur*), (4) wages (*ujrah*) which is clearly established and agreed upon from the beginning (*ma'lum*).

Islamic principles stipulate that contractual agreements are recognized as valid only if they comply with certain pre-established rules and conditions. In the context of an *ijarah* agreement, there are four main elements that must be carefully fulfilled in order for the agreement to be considered valid in accordance with sharia law. First, the *shighat* aspect must be present, which refers to a statement of formal agreement between the two parties involved that can be expressed either verbally or through actions that show mutual agreement. Second, the parties involved in executing the contract (*aqid*) must be clearly identified, with the *mu'jir* acting as a service or wage provider, and the *musta'jir* functioning as a recipient of services or wages. Third, the benefits (*ma'jur*), which in the realm of *ijarah* are related to services or work that function as the focal point of the contract, must also be well defined. Fourth, *ujrah*, which represents the compensation or wages that the *mu'jir* must give to the *musta'jir* for the services rendered, must be clearly determined and known in advance by both parties involved. It is important that these four important elements are fulfilled in order for the *ijarah* contract to be recognized as valid under Islamic law.

When examining the provisions surrounding the *rukan* and the prerequisites of the *ijarah* contract, it becomes clear that the practice of *majek* meets three main conditions necessary for its legitimacy. First, there is a verbal agreement made between the landowner and the farm laborer, which serves as an indication of *shighat* (*ijab* and *qabul*), thus confirming their mutual

understanding. Second, the parties responsible for contractual obligations (*aqid*) are explicitly defined, with landowners taking the role of *mu'jir* and farm workers taking the position of *mustajir*. Third, the special object of service or benefit (*ma'jur*) is clearly defined, referring to the labor carried out in activities related to the planting and harvesting of rice in the designated rice fields. However, it is important to highlight that one important condition, namely *ujrah ma'lūm* (definitively known wages), has not been fully met. This disadvantage arises due to the outcome-dependent nature of the remuneration system, the exact amount of which cannot be determined in advance as it is significantly influenced by factors such as weather conditions, pest infestations and various other natural variables. As a result, the inherent uncertainty about the amount of wages makes it difficult to implement *ijarah* contracts in the practice of *majek*, so that it is not fully in accordance with the provisions of *ujrah ma'lūm* as articulated in the principles of *fiqh muamalah*.

This wage uncertainty is called *gharar*, which is an element of uncertainty that can harm one of the parties. The Prophet forbade *gharar*, as mentioned in the *hadith*:

حَدَّثَنَا أَبُو بَكْرِ بْنُ أَبِي شَيْبَةَ: حَدَّثَنَا عَبْدُ اللَّهِ بْنُ إِدْرِيسَ وَيَحْيَى بْنُ سَعِيدٍ وَأَبُو أُسَامَةَ، عَنْ عُبَيْدِ اللَّهِ. وَحَدَّثَنِي زُهَيْرُ بْنُ حَرْبٍ - وَاللَّفْظُ لَهُ -: حَدَّثَنَا يَحْيَى بْنُ سَعِيدٍ، عَنْ عُبَيْدِ اللَّهِ: حَدَّثَنِي أَبُو الزِّنَادِ، عَنِ الْأَعْرَجِ، عَنْ أَبِي هُرَيْرَةَ قَالَ: نَهَى رَسُولُ اللَّهِ ﷺ عَنْ بَيْعِ الْحَصَاةِ، وَعَنْ بَيْعِ الْعَرْرِ.

Meaning: "Abu Bakr bin Abu Shaybah narrated to us: 'Abdullah bin Idris, Yahya bin Sa'id, and Abu Usamah narrated to us, from 'Ubaidullah. (In another narration) Zuhair bin Harb narrated to me: Yahya bin Sa'id narrated to us, from 'Ubaidullah: Abu Zinad narrated to me, from Al-A'raj, from Abu Hurairah, he said: The Messenger of Allah (peace and blessings of Allaah be upon him) has forbidden the buying and selling of hashah (by throwing pebbles) and the buying and selling of *gharar* (containing ambiguity)," (HR. Muslim, No. 1513).

The practice of *majek* contains elements of *gharar* because farm workers do not know the exact amount of grain that will be received until the harvest is complete. In fact, in a condition of crop failure, they risk not receiving wages at all. This is contrary to the principle of *ujrah ma'lūm* in the *ijarah contract*. According to Amir Syarifuddin, the existence of *gharar* in the aspect of wages causes the *ijarah contract* to become *fasid* (defect), because it violates the conditions of certainty of rewards which are part of the validity of the contract. By comparison, the *muzara'ah system*, i.e. cooperation in sharing agricultural products, also contains an element of risk, but is often equipped with minimum guarantees, such as the provision of seeds or production financing by landowners, which are not included in the *majek*. The Qur'an also emphasizes the importance of justice and willingness in transactions through Surah An-Nisa verse 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِنْكُمْ ؕ وَلَا تَقْتُلُوا أَنْفُسَكُمْ ؕ إِنَّ اللَّهَ كَانَ رَحِيمًا

"O you who have believed, do not eat each other's property in an unlawful way, except in the way of business that is done happily among you. And thou shalt not kill thyself; Indeed, Allah is Most Merciful to you." (Q.S. An-nisa: 29)

This paragraph orders that every transaction be carried out fairly and on the basis of the willingness of both parties, without any element of coercion, fraud, or unilateral loss. In the context of *majek* practice, farm workers are often in a weak position due to limited work options. They were forced to accept an uncertain wage system, which in reality deviated from the principle of *'an taraḍin minkum* (common will) as emphasized in this verse. This inequality shows the need to evaluate the existing system to be more in line with the values of justice in Islam.

Majek activities in Semaka District can be categorized as *'urf*, which is a habit that has been going on for generations and is part of the social practice of the local community. Specifically, *majek* is classified as *'urf 'amali*, which is a habit in the form of actions or behaviors that are generally applicable in a community. In the view of Abdul Wahhab Khallaf, an *'urf* can be used as a legal basis as long as it meets several conditions, namely it does not contradict the principles of sharia, is applicable in general, existed before the occurrence of the contract, and is accepted by the parties involved in the contract. Based on this criterion, *majek* can be accepted as a valid *'urf*, as long as its implementation still upholds the values of justice and does not harm one of the parties, especially farm workers who are in a weak position.

The *majek* tradition does meet several legal *conditions of 'urf*, such as its general applicability in society and its social acceptance. However, this practice contains elements of *gharar* or ambiguity, especially in the aspect of wages, which causes *the 'urf* to become *fasid* (defect) according to the rules of fiqh. For comparison, in buying and selling transactions in traditional markets, a custom is only considered valid as *'urf* if the price of the goods is clearly agreed. In this case, *the majek* failed to provide certainty about the amount of wages received by workers, because it depended on uncertain crop yields. Nawir Yuslem emphasized that *'urf* that causes loss or injustice to one party cannot be used as a valid legal basis in Islam. Therefore, even though *majek* is a locally recognized custom, there needs to be an evaluation so that this practice is in accordance with the principles of justice in sharia.

The practice of *majek* in traditional agriculture in Semaka when viewed from the perspective of *maslahah mursalah* shows that there is a serious problem. The concept of *maslahah* requires that a habit or system provides benefits that are in line with *maqāṣid al-shari'ah*, namely maintaining religion (*ḥifẓ al-dīn*), soul (*ḥifẓ al-nafs*), intellect (*ḥifẓ al-'aql*), offspring (*ḥifẓ al-nasl*), and property (*ḥifẓ al-māl*). In this case, *majek* does not meet the protection of property (*ḥifẓ al-māl*) and soul

(*hifz al-nafs*) for farm workers, because they are faced with the risk of not receiving wages due to crop failure.

Imam al-Ghazali emphasized that a transaction should bring real benefits and not based on adverse speculation. Landowners in this system tend to benefit more because they do not bear labor costs, while laborers bear the burden of natural and economic risks. This inequality shows that *majek* does not fully reflect the values of justice and protection in Islamic law. Wage uncertainty in *majek* practice has a huge impact on the lives of farm workers in Semaka. Most of them depend on this system to provide for the basic needs of their families. When harvests fail, workers often get no wages at all, resulting in serious economic difficulties. The absence of a written contract weakens the legal position of the workers, as they have no basis to demand legal rights or protection. This condition exacerbates social inequality between land owners and farm workers. In principle, this system is contrary to Islamic teachings which emphasize fairness in the distribution of economic benefits and protection of the weak in every transaction.

Therefore, it is important for the community and stakeholders in Semaka District to start transforming the practice of *majek* wages. The first step can be started with sharia law education to landowners and farm workers, in order to form awareness of the importance of wage clarity as a basic right of workers. Village governments, religious leaders, and agricultural extension workers also play an important role in socializing a more equitable work contract system that does not contain elements of *gharar*. In the long term, the *majek* system can be integrated into the form of contracts that are more in accordance with sharia, such as *muzara'ah* or *musaqah*, but with modern adjustments, such as written contracts, risk sharing, and minimum guarantees for workers. With this approach, the values of justice, transparency, and welfare can be achieved without having to abolish the social value of mutual cooperation which is the initial foundation of the *majek* tradition itself.

Conclusion

The practice of *majek* salaries that are prevalent in Semaka District, Tanggamus Regency illustrates a significant disconnect between the customary customs of the local community and the basic principles inherent in sharia economic law. This termination mainly arises from the presence of an extraordinary element of *ghar* (uncertainty) in the contractual framework, which poses a substantial risk of rendering the entire contract invalid. As a result, farm workers find themselves forced to bear considerable economic risks, as the determination of wage amounts is subject to substantial fluctuations based on post-harvest evaluations, which in turn is legally contrary to the principle of *ma'lum* (clarity) that governs *muamalah*. Furthermore, this situation is very contrary

to the basic principles that advocate the protection of property rights (hifz al-mal) and the protection of human life (hifz al-nafs) as articulated in the framework of the Maqashid Sharia. Although this particular practice is considered 'urf (tradition), the inherently exploitative nature of such arrangements towards socioeconomically disadvantaged individuals requires a thorough and comprehensive evaluation aimed at achieving a more transparent and fair reconstruction of employment agreements. Legally, the urgency for these improvements is underlined by the provisions outlined in Government Regulation No. 36 of 2021 concerning Rent, which emphasizes the importance of ensuring the certainty of workers' rights. Therefore, the integration of formal written contracts that are aligned with sharia values emerged as an important solution needed to promote distribution justice and improve social well-being in the region as a whole.

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