



# SHARIA CONTRACT IN THE UTILIZATION OF THE INHERITANCE OF THE MUSLIM COMMUNITY

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**Abstract** This research was conducted to find various sharia contracts that can be empowered in the activities of utilizing inheritance in the Muslim community of the Simalungun Batak Tribe. This research is a field research conducted by interview and observation by utilizing literature using fikh books both classical and contemporary. The results of the study show that various models of sharia contracts on the use of inheritance can be carried out by the community such as Mudarabah, Musyarakah, Ijarah, muzara'ah, mukhabrah and musaqah. , rahn / pawn, and waqf. These various sharia contracts can be carried out both between the heirs and the heirs with other parties. To strengthen the implementation of this sharia contract, it is necessary to carry out a written contract in order to strengthen the process of realizing the contract and assist the interests of each party and for their benefit. Of course, the application of this contract can be carried out based on various principles, both economic principles, maqashid, contract principles and customary inheritance law principles.

**Keywords:** *Akad, Sharia, Inheritance.*

## A. INTRODUCTION

In general, the content of the transaction is related to the issue of the contract. In performing various daily muamalah interactions, the contract cannot be separated to express the purpose of a goal. In human life, the contract is so urgent because the contract is one of the factors to make something halal for them. Similar to a marriage, which legitimizes a married couple is a contract pronounced by a man with the parents of the woman of his dreams.

However, in reality, many parties who enter into contracts (contracts/agreements) still do not fully understand the rights and obligations they have to do, so that even though they use a contract

agreement system based on Islamic law, the values contained in the concept of the contract have not been fully fulfilled.

In a land or building rental contract agreement, for example, the contract actors must strictly comply with and carry out the agreed contract so that undesirable things do not happen in the future. In the use of inherited land, not a few heirs seem to care less about the distribution of what they get, so that their inheritance is then processed by other heirs without being preceded by a contract, which in the end often leads to disputes between relatives or heirs. There should be a mutually agreed stipulation, so as to minimize disputes in the future. This contract is the joint stipulation of several contract actors in the distribution of this inheritance

## B. RESEARCH SITES

The location of the research conducted on the Muslim community of the Simalungun Tribe in several areas in North Sumatra.

## C. DISCUSSION

### 1. The Existence of Contracts and the Reality of Utilizing Inheritance Assets.

As stated by Wahbah Zuhailiy, a contract literally means a bond between several parties, both real and meaningful, from two or one party.<sup>1</sup> Hasbi Ash-Shiddieqy, citing the definition put forward by al-Sanhurym, states that what is meant by a contract is: "The agreement of Ijab and Kabul which is justified by syara that determines the willingness between the two parties."<sup>2</sup> In the Sharia Economic Law Compilation, it is stated that a contract is an agreement in an agreement between two or more parties to perform and or not to perform certain legal actions.<sup>3</sup>

In the theory of transfer of property rights (tamlikat) there are 5 (five) objectives (maqashid sharia) in determining whether the contract is valid or not. These five maqashid are distribution (rawaj), clear (wudhuh), maintained (hifdz), stable (tsabat) and fair ('fair).<sup>4</sup>

Based on an interview with Mr. Bahtiaruddin Saragih, the property that became the inheritance of the parents in the family was not immediately distributed for fear that if it was divided and then sold by the heirs due to various needs, it could result in the loss of ownership of the property from the hands of the heirs. In addition, if the inheritance must be sold to fulfill the implementation of the distribution of inheritance (in the form of funds/rupiah), then the majority of the assets in the form of land are eventually sold and separated from the ownership of the heirs before the distribution is carried out. For decades, this inheritance has been managed jointly by each heir without any prior

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<sup>1</sup> Wahbah Zuhailiy, *Al-Fiqh Al-Islami Wa Adillatuhu*, Jld. 4, (Damaskus: Daru Al-Fikr, 2004), p. 2917

<sup>2</sup> Neneng Nurhasanah dan Panji Adam, *Hukum Perbankan Syariah: Hukum dan Regulasi*, (Jakarta: Sinar Grafika, 2017), p. 132

<sup>3</sup> Kompilasi Hukum Ekonomi Syariah, Pasal 20

<sup>4</sup> Oni Sahroni&Adiwarman A. Karim, *Maqashid Bisnis dan Keuangan Islam*, (Jakarta: RajaGrafindo, 2015), p. 71.

official distribution based on faraid or others. In its management, some land is leased to other parties. However, in its implementation there is less transparency, because the implementation only relies on word of mouth.

The reason for not directly dividing the inheritance because they are worried that the object of inheritance will be sold cannot be considered far-fetched, because it is an area if a lot of land in it is sold, then in the end, the ethnic tribes in the area will slowly be evicted and move to other areas. This is due to the existence of relatively large capital owners and/or immigrants who then own the land, so that eventually the prevailing culture in an area will slowly disappear and change. Customs and culture are something that must be preserved and developed so that descendants will still know the culture and customs of their ancestors.

Bahtiaruddin Saragih's family initially chose to jointly cultivate their inheritance. However, about 10 years after jointly managing the inheritance without being divided beforehand, they agreed to make a distribution in accordance with Islamic law. Where the distribution of sons is twice as large as the share received by their daughters. They took this agreement after holding a meeting with all the heirs led by the eldest brother. After dividing this inheritance, one of the heirs (third son) gave part of his property to be used by his younger sisters to be managed and used for their daily needs. Some of his inheritance is also managed by his eldest brother. This is done because he is still categorized as well-established in the economic field and has a private business that is managed with his small family.

In addition, as explained by Brother Ikhwal Purba, there are also Batak Simalungun Muslims who take advantage of the inheritance by establishing a prayer room so that it becomes a place of worship for the surrounding Muslims. However, in its empowerment as a prayer room without a written contract or agreement, so that in the end, when it will be turned into a mosque or moved to a more appropriate place, problems are found.

In addition, there are objects of inheritance that are used as burial grounds or the location of social institutions and are considered as waqf of the heirs or heirs. However, it is not uncommon for a similar type of waqf to cause conflicts in the future between the heirs. As stated by Mr. Taufan Purba who stated that there was a family land of the Simalungun Batak Muslim community which was originally waqf to the heirs, but later one of the heirs sued the court and later won, so the land that was originally used as waqf turned back into the ownership of the heirs.

Yusuf Sinaga explained that the custom carried out in his family community, the Muslim community of the Simalungun tribe in the Sipispis Serdang Bedagai region also did not distribute inheritance directly. However, the land is managed by the heirs and is reluctant to sell the land which

is the object of their inheritance. In other words, the distribution of inheritance is postponed between the heirs. In addition, usually the distribution of inheritance is usually done after both parents of the heirs die. Before both of them died or only one person had died, the inheritance had not been distributed to the heirs and it was not uncommon for joint management to take place.

In the Sidamanik area, Simalungun Regency, it was also found that not a few assets were left in such a way, due to inadequate land empowerment through procedures according to religious guidelines, so that it seemed that the lands were not being used optimally. In addition, in other places which are still in the same regency, it was found that one of the heirs entrusted his inheritance land to other parties (the heirs as well as other parties) to be protected, but due to a lack of adequate understanding regarding the urgency of sharia business contracts, the land then also not managed optimally.

Regarding the implementation of the distribution and utilization of inheritance that has occurred among the Muslim community, they do so with simple provisions and actions without empowering the various existing sharia contracts. In addition, this activity was carried out without being recorded, thereby reducing the validity of the activity which could become a new problem in the future. In this study, efforts will be made to describe the application of the sharia contract model that can be used by the community in the distribution and management of inherited land.

## 2. Sharia Contract Model in the Utilization of Inheritance

There are several models of sharia contracts that can be empowered in the management of inheritance by Muslim families. Some of these contracts have been widely discussed in various contemporary fiqh books, so that the guidelines related to these contracts can be said to be real and applicable in several fields, including the utilization or management of inheritance.

### a. Mudharabah contract

Mudharabah is a term used by the Iraqi population, while the Hijaz population uses the term *qiradh* or also *al-muqaradhah*. There is no term that we need to state more correctly here, it's just that the term mudharabah is more popular in contemporary times than the term *qiradh*.<sup>5</sup>

The word *mudharabah* comes from the word *adh-dharb* which means hitting or throwing, and according to the scholars, the origin of taking this name is because in the mudharabah contract, each party (the funder and the manager) equally throws one share (contributions and proceeds). for themselves.<sup>6</sup>

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<sup>5</sup> Ayub, Muhammad, *Understanding Islamic Finance; A-Z keuangan Syariah*, (Jakarta, Gramedia Pustaka Utama, 2009), p. 491.

<sup>6</sup> Ash-Shawi, *Problematika Investasi pada Bank Islam; Solusi Ekonomi Islam*, (Jakarta, Migunani, 2008), p. 11.

The term *qiradh* comes from the word *al-qardh* which means to cut, and according to the scholars, the origin of taking this name is because in the *mudharabah* contract the owner of the fund cuts off part of his property to be handed over to the manager, then he also cuts part of the profit for himself. There are various terms put forward by scholars regarding *mudharabah*, but the substance of all these definitions is Ibn Qudamah's definition, namely that *mudharabah* is an activity in which the owner of capital surrenders his property to the person who trades (businesses) his property by taking part of the profits earned.

*Mudharabah* is a form of contract that involves two groups, namely the owner of the capital (*shahibul maal* / creditor) and the manager (*mudhari b* / debtor), to enter into a business cooperation agreement between the two parties, where the first party (*shahibul maal* / creditor) provides all capital, and the other (*mudharib* / debtor) to run the capital for an activity enterprises that are productive and the profit of business is divided in proportion to the results that have been agreed between the two parties stipulated in the contract.

In the Muslim community who are reluctant to sell inherited land and choose to jointly manage the land rather than selling it to parties outside the heirs, then this contract can certainly be empowered. This contract has dismissed and avoided various realities that are often found in its management which do not implement the contract in full, which only delegates the management of assets to one of the heirs without being accompanied by the application of a profit-sharing contract in its management.

As found in the use of inheritance in a family where one of the heirs only allows his younger brother who is also a fellow heir to manage his inheritance without any certain contract in its management. Considering the position of the heirs who own the land share is far from the existence of the object of the inherited land property, then he invites his younger brother to manage his share of land, can empower this contract in its utilization. When no problems are found in the use of the land which is managed by the younger brother, because maybe the land owner (his brother) lives well on the overseas land, maybe things will be fine. However, of course this cannot be allowed to continue without a clear contract between each party, to avoid problems at the level of children (grandchildren of the heirs). The absence of this agreement can lead to problems brought by the Religious Courts, where problems usually arise at the level of grandchildren.

In the utilization of inherited property, the application of this *mudharabah* contract can be carried out in order to maintain the existence of the inheritance which can be managed jointly between the heirs. Empowerment of this contract can be done among people who usually inherit land as an object of inheritance. Some of the land is managed as rice fields, fields and others.

Through this contract, heirs who do not have the opportunity or ability to manage (because of the long distance from the inheritance land area or others) while they are also able to provide capital can provide their capital to carry out land management activities to other parties. The existence of this contract will avoid the ambiguity of the position of the land that has occurred as has been in a case in the Religious Courts. Through a written contract, it will be clear that the status of the land and the managers and management financiers in it will be clearly visible.

If it is on a large scale, the capital that provides funding for land management can be collected from several heirs and then an agreement is made regarding the share of profits that can be distributed at post-harvest.

#### b. Musharaka contract

The term *syirkah/musharaka* in Indonesian can be categorized as business entities with sharia principles, such as companies and cooperatives.<sup>7</sup> Etymologically, *syirkah* is a mixture, namely the mixing of one of the two assets with the other not with each other.<sup>8</sup> *Syirkah* means a mixture or partnership between several partners or companies. *Syirkah* is a member in a company with partners for a job or business so that all members become one unit. *Syirkah* in Arabic means mixing or interaction. It can also mean to share something between two or more people according to the existing custom.<sup>9</sup>

Meanwhile, in terms of terminology,<sup>10</sup> Syafiiyah argues that *syirkah* is: "The right to an item is fixed for two or more people together". While the Malikiyah Ulama define *syirkah* with the phrase, "Permission to perform *tasharuf* for the two people who are in association with their property with fixed *tasharuf* rights for each of them".

The definition put forward by Hanafiyah is seen as a complete definition, where *syirkah* is an expression of a contract between two people who are in an association regarding capital and profit. Mardani cites that *syirkah* is a business entity in the economic field that has voluntary membership on the basis of equal rights, cooperation and the aim to meet the needs of its members and society in general.<sup>11</sup>

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<sup>7</sup> Mardani, *Aspek Hukum Lembaga Keuangan Syariah*, p. 224

<sup>8</sup> Rozalinda, *Fikih Ekonomi Syariah (Prinsip dan Implementasinya Pada Sektor Keuangan Syariah)*, p. 191

<sup>9</sup> Moch Tahir 'Aruf, *Kemitraan dan Pembagian Profit Menurut Hukum Islam*, (Jakarta: Prestasi Pustaka, 2009), p. 19

<sup>10</sup> Rozalinda, *Fikih Ekonomi Syariah (Prinsip dan Implementasinya Pada Sektor Keuangan Syariah)*, p. 191-192

<sup>11</sup> Mardani, *Aspek Hukum Lembaga Keuangan Syariah Di Indonesia*, h. 226. Lihat: M. Zaidi Abbad, *Lembaga Perekonomian Umat di Dunia Islam*, (Bandung: Angkasa, 2003), p. 98

According to KHES, *syirkah* is a collaboration between two or more people in terms of capital, skills and/or trust in a particular business with profit sharing based on a ratio agreed upon by the bound parties. So, it can be understood here that what is meant by *syirkah* is cooperation between two or more people in a business, whose profits and losses are shared.

In the book Encyclopedia of Fiqh Muamalah, written by Abdullah Bin Muhammad Ath Thayyar,<sup>12</sup> after he compared several studies of Imam Madzhab it can be concluded that the best *syirkah* is divided into 4 types, namely:

- 1) *Syirkah amwal* (wealth) is *syirkah* established on the principle of common ownership among members in terms of capital.
- 2) *Syirkah a'mal* or body (work), namely *syirkah* established based on the principle of physical labor to carry out a job, production, or others.
- 3) *Syirkah wujuh* (good name), namely *syirkah* established by relying on the trust (good name) of the members of *syirkah*. They have neither capital nor work. The three divisions above are still further divided into two types, namely *mufawadhah* and *'inan*.
- 4) *Syirkah mudharabah* (profit sharing), namely *syirkah* established based on the principle of ownership of capital and labor to carry out work simultaneously.

In Article 134 of the Compilation of Sharia Economic Law, there are three types of *syirkah*, namely *amwal syirkah*, *abdan syirkah* and *wujuh syirkah*. In *musharaka* financing, one of the heirs can provide a portion of the total capital needed in managing assets in the form of land, for example. Equity participation can be in accordance with the portion agreed with the heirs of the land owner. For example, the heirs of the financiers provide 70% of the capital, and the remaining 30% comes from the capital of the landowner. The distribution of profits does not have to be calculated according to the portion of the issued capital, but according to the agreement in the initial agreement, for example 60% for land owners and 40% for investors. The application of this *musharaka* contract is a form of *syirkah 'inan*, which can be enforced according to the conditions set by the fiqh scholars.

The application of other *musyarakah* contracts can be done by applying the *syirkah mudharabah* contract. Where, one of the heirs can become a 100% financier of the funds needed in the management of his inherited land. Where, the heirs of the owner of this capital are called *shahibul maal*. Then, the other heirs do not give up capital in this cooperation and only as managers of land management (starting from seeding, maintenance and harvesting) which are carried out, called

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<sup>12</sup> Abdullah al-Thayyar, *Ensiklopedi Fiqh Muamalah*, (Yogyakarta: Maktabah al-Hanif, 2009), p. 274

*mudharib* . In the implementation of this contract, *mudharib* can also come from non-heirs, by involving other parties who already have sufficient experience in plant management.

The main goal is that the empowerment of inherited land can be carried out optimally, and the land that is the object of inheritance can be shared by many people and there is no sale of the inherited land object which could eliminate local memories and culture due to the transfer of ownership to another party .

In terms of the management of inheritance, the heirs who manage the inherited land can also involve other parties other than the heirs, so that management can be carried out more optimally. Of course, the agreement on the portion of the profits to be achieved must be stated in the contract made before starting the project of inheritance management work.

### c. Ijarah contract Ak

*Ijarah* Air sumnber of the word *al-Ajru*, meaning *al-iwadh* (wages or compensation). The word *ijarah* according to the language is *bai' al-manfaah* which means buying and selling benefits. Meanwhile, pengertian Ijara according to the terms is a card that is common to any benefit at certain specified prices .<sup>13</sup>

Judging from the object of *ijarah* in the form of the benefits of an object or human labor, *ijarah* is divided into two forms, namely:<sup>14</sup>

- 1) *Ijarah ain* , namely *ijarah* related to the rental of objects that aim to take advantage of the object without transferring ownership of the object, both movable objects, such as renting a vehicle or immovable objects, such as renting a house.
- 2) *Ijarah charity* , i.e. *ijarah* to actions or human labor which is termed wages. *Ijarah* is used to obtain services from someone by paying wages or services for the work he does.

The benefits of something in the concept of *ijarah*, have a very broad understanding including rewards for the benefits of an object or wages for a particular job. So, *ijarah* is a transaction against the benefits of an item with a reward, which is called a lease. *Ijarah* also includes transactions for a particular job, namely the existence of a reward which is also known as wages.<sup>15</sup>

In this case, the heirs who have legacy objects that can be managed to perform *Ijara* contract with other heirs or other parties in the form of tenant 's objects that utilized legacy of paddy land or lading or house erta other .

<sup>13</sup> Wahbah Zuhayliy, *Al-Fiqh Al-Islami Wa Adilatuhu*, Jld. 4, (Libanon: Darul Fikr, 1984) p. 732

<sup>14</sup> Ali Haidar, *Durar al-Hukkam: Syarh Majallatul Ahkam*, Jld. 1, p. 382

<sup>15</sup> Ali Haidar, *Durar al-Hukkam: Syarh Majallatul Ahkam*, Jld. 1, p. 382

In the form of *charity ijarah* (ijarah to deeds or human labor/wages) heirs who control an object of inheritance can remunerate the management of land which is an object of inheritance to other parties or to other heirs who have the required competencies. Where, the manager will get the services of someone who hires his services for the work he does .

### 3. Wadiah contract

Wadiah according to the language means *adaah taraka* (leaving), which means:<sup>16</sup> "Something left (entrusted) to someone else by the owner to be preserved".

Ali Haidar in *Ahkam Adliyah Magazine* stated, Wadiah according to the terms of the *fuqaha* are goods that are handed over to certain people with the intention of being preserved.<sup>17</sup>

It can be concluded that wadiah is a contract between two people in which the first party delegates the duties and powers to the second party to maintain his property.

Entrusting or accepting a legal deposit is permissible or *jaiz*. However, the law is circumscription for people who believe in themselves to be able to maintain the deposited goods. Accepting a deposit can become mandatory if the *wadi'* (the person who entrusted the goods) is in dire need, while the person who at that time and is considered capable of receiving the mandate is the only one. The law of accepting a mandate becomes *makruh* for a person who is able to maintain the mandated goods, but he does not believe in himself. Perhaps, in the future he will betray what was mandated to him. In fact, it can be unlawful to people who are not able to keep the goods deposited with him *sebagaiman* a should.

In the current era of globalization , the application of written contracts, especially wadiah contracts, is more authentic than oral contracts. The application of the contract in written form related to the safekeeping of the inheritance can be the basis of proof for both parties as well as the emphasis on the implementation of the contract. If done, this contract will minimize inheritance disputes for various groups of people. Where, it is clear that the trustee of goods and the person who is entrusted with the safekeeping of goods is clearly known

<sup>16</sup> Wahbah Zuhayliy, *Al-Fiqh Al-Islami Wa Adilatuhu* Jld. 5, p. 37

<sup>17</sup> Ali Haidar, *Durar al-Hukkam: Syarh Majallatul Ahkam*, Jld. 6, p. 195, Pasal 762

#### 4. Akad muzara'ah , Mukhabarah and Musaqah

Muz a ra ' ah according to language, namely *mufaalah min az-zar'i* (cooperating in agriculture). Hanafiyah scholars stated that Muz a ra ' ah is a contract for agricultural land based on profit sharing.<sup>18</sup>

The meaning of muzara'ah according to Hanafiyah scholars is a contract between odd owners and farmers on the basis that farmers receive wages from the results of working on the fields. In other words, the owners of rice fields pay farmers to work on their fields on the basis that the farmers are entitled to some of the agricultural produce.

Malikiyah stated that Muz a ra ' ah is an association (profit sharing cooperation) in the field of agricultural land.<sup>19</sup> Meanwhile, Hanabilah defines Muzara'ah as handing over agricultural land to farmers on the basis that agricultural produce is divided between them both. Meanwhile, Imam Shafi'i distinguishes between mukhabarah and muzara'ah. Muzara'ah cooperation in agriculture on the basis of profit sharing provided that the seeds come from the owner of the fields while Mukhabarah is muzara'ah, only the seeds come from farmers.<sup>20</sup>

Muzara'ah and mukhabarah is a form of cooperation between pemillik field / fields with farmers with s i stem for the results. In some areas of the Republic of Indonesia, the form of cooperation farmland which is based on the profit sharing is also known by the term "half the rice fields".

Scholars differ on the permissibility of the Muz a ra ' ah and mukh a barah contracts . Abu Hanifah and Zufar are of the opinion that the muzara'ah contract is not allowed.<sup>21</sup> According to them a muz a ra ' ah with a profit sharing of one third or a quarter is vanity. Abu Hanifah argues Muz a ra ' ah allowed when crops Being owned land owners, farmers while he received part of the m enerima wages of working the fields.

The arguments used include, sourced from Jabir, that the Prophet. never forbid mukhabarah. Imam Syafi'i believes muzara'ah the contract may be performed apabia megikut to a k ad musaqah. The muzara'a;h contract follows the musaqah provided that there is no separation between the two wills. The first contract used is the muzara'ah contract , then followed by the musaqah contract. According to him , the mukhabarah contract should not follow the musaqah contract.<sup>22</sup>

Meanwhile, Abu Yusuf and Muhammad as-Syaibani, scholars from the Hanafiyah circles, argued that this contract was permissible. Hanabiah scholars are of the opinion that the muzaraah

<sup>18</sup> Abdurrahman Al-Jaziri, *al-Fiqh 'ala Madzahib al-Arba'ah*, Vol. 3, p. 3

<sup>19</sup> Wahbah al-Zuhaily, *Fiqh al-Islami Wa Adillatuhu*, Jld. 4, p. 613

<sup>20</sup> Abdurrahman Al-Jaziri, *al-Fiqh 'ala Madzahib al-Arba'ah*, Vol. 4

<sup>21</sup> Wahbah al-Zuhaily, *Fiqh al-Islami Wa Adillatuhu*, V. 4, p. 613

<sup>22</sup> Abdurrahman Al-Jaziri, *al-Fiqh 'ala Madzahib al-Arba'ah*, vol. 5

contract is permissible provided that the land owner provides the seeds. According to Maliki scholars, muzara'ah is permissible because it gives land a value. With the provision that the wages are in the form of money, or animals or commercial goods. The scholars who allow this contract are of the opinion that this contract aims to provide convenience and bring benefit to humans. According to them, this contract is an association or cooperation in matters of property and work. It's the same with mudharabah. The argument that is used as the basis is that which comes from Ibn Umar that the Messenger of Allah. employ the inhabitants of Khaibar on condition that the proceeds are divided (between the Prophet and the worker)."<sup>23</sup>

A card is intended for mutual assistance between farmers and owners of agricultural land. In a situation where the land owner cannot work on his land, there are farmers who do not have agricultural land, then both of them cooperate in processing agricultural land on the basis of profit sharing.

There are four forms of muz a ra'ah, namely:

- 1) The land and seeds are from the landowners, while the work and agricultural equipment are from the farmers. This form of muzara'ah contract is permissible because farmers receive agricultural products because of their services.
- 2) Land owners provide agricultural land, seeds, agricultural equipment and labor from farmers. This muz a ra ' ah contract is permissible, because the object of this contract is the benefit of agricultural land.
- 3) Agricultural land, seeds, and agricultural equipment from the land owner while the work of the farmer. This muzara'ah contract is permissible because the object of the muzara'ah is the service of the farmer.
- 4) Lahan agriculture and agricultural equipment from landowners while seeds and work of farmers. According to Abu Yusuf and Muhammad ibn Hasan Asy-Syaibani this contract is not valid, because the agricultural equipment must follow the farmer, not the land owner. The benefit of the tool is to cultivate agricultural land.<sup>24</sup>

Meanwhile, according to the language, Musaqah means: mufa ' alah min *as-saqa* (cooperating in the problem of splashing). Meanwhile, the definition of musaqah according to the term is:

"The handover of the plant to the person who watered it is based on the profit sharing (plant yield for both)".

<sup>23</sup> Muslim Ibn al-Hujaj Abu al-Hasan, *Shahih Muslim*, Jld. 5, (Beirut: Daru Ihya al-Tyrats al-Arabiyy, tth), p. 19, hadis ke-40003

<sup>24</sup> Rozalinda, *Fikih Ekonomi Syariah*, p. 222

In another explanation, Abdurrahman al-Jaziri explained that musaqah is a contract for maintaining trees, karma, grapes and the like with certain conditions. The majority of scholars allow this contract based on a hadith narrated by Muslim originating from Ibn Umar, actually the Messenger of Allah. employs the residents of Khaibar with the agreement that they will be given a portion of the crops".<sup>25</sup>

Musaqah in Islam is to eliminate difficulties among human beings. Sometimes people who own agricultural land have difficulty managing their agricultural land, either due to inability or lack of time to manage it. Meanwhile, on the other hand, there are people who do not have agricultural land, but have adequate ability to manage agricultural land. Likewise, the heirs who get the object of inheritance in the form of agricultural land.

In its application to agricultural land from the object of inheritance, productive land owned by one heir who has no time or is unable to manage the land, can be given to another heir who lives in the area of the object of inheritance. If you have the space, the land owner can provide land and seeds, while the work and agricultural equipment come from heirs who are farmers. The application in this form can also be carried out by other parties who manage the land inherited by the heirs, so that the land is not neglected and neglected even though the land owner is domiciled far away.

The application of muzara'ah contracts or the like can also be in other forms than those stated above, as long as the form of management is allowed by scholars. It should be noted that the implementation of this contract should be done in written form so that it can be used as a strong basis for each party involved.

These contracts can be applied as another option from various other sharia contracts that can be empowered by farmers, both rice fields and gardens. Through the empowerment of these various sharia contracts, actors can simultaneously take advantage of various sharia contracts that have been outlined by Islamic law experts as a way to maintain and develop their agricultural business.

#### **D. Conclusion**

Regarding the model of various sharia contracts on the use of inheritance, several contracts that can be carried out are found, such as Mudharabah, musharaka, Ijarah, muzara'ah, mukhabrah and musaqah, rahn / pawn, and waqf. These various sharia contracts can be carried out both between heirs and heirs with other parties.

To strengthen the implementation of this sharia contract, it is necessary to have a written contract implementation in order to strengthen the process of contract realization and assist the

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<sup>25</sup> Muslim Ibn al-Hujaj Abu al-Hasan, *Shahih Muslim*, Jld. 5, (Beirut: Daru Ihya al-Turats al-Arabiyy, tth), h. 26, hadis ke-4044

interests of each party and for their benefit. Of course, the application of this contract can be carried out based on various principles, both economic principles, maqashid, contract principles and customary inheritance law principles.

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