

PRACTICE OF CANCELLATION OF AGRICULTURAL LAND  
LEASE AGREEMENT UNILATERALLY IN ISLAMIC LAW IN  
SEJANGKUNG HAMLET PARIT RAJA VILLAGE SEJANGKUNG  
DISTRICT

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ABSTRAK

Sewa-menyewa tanah pertanian pada saat ini seakan sudah menjadi suatu kebutuhan bagi masyarakat terutama bagi yang tidak memiliki lahan pertanian untuk di garap. Seperti yang dilakukan oleh masyarakat Dusun Sejangkung yang melakukan sewa-menyewa tanah pertanian untuk memenuhi kebutuhan hidupnya. Kegiatan sewa-menyewa yang dilakukan oleh masyarakat tidak selamanya berjalan dengan lancar, terkadang terdapat beberapa permasalahan yang muncul selama proses sewa-menyewa, salah satunya adalah pembatalan hubungan sewa-menyewa secara sepihak karena penjualan objek sewa oleh pemilik pada saat masa tanam tanpa sepengetahuan penyewa. Hal ini menjadi suatu pertanyaan yang besar apakah kegiatan seperti ini diperbolehkan atau tidak dalam hukum Islam. Tujuan penelitian ini adalah untuk mengetahui bagaimana praktik pembatalan hubungan sewa-menyewa tanah pertanian secara sepihak dalam hukum Islam di Dusun Sejangkung Desa Parit Raja Kecamatan Sejangkung. Jenis penelitian ini menggunakan penelitian kualitatif bersifat penelitian lapangan (*Field Research*) dengan metode penelitian sosiologis empiris yaitu meneliti fenomena yang terjadi di lapangan terkait perilaku masyarakat serta melihat fakta-fakta yang terjadi di lapangan yaitu pada masyarakat di Dusun Sejangkung. Untuk memperoleh data peneliti menggunakan pedoman wawancara dan observasi. Berdasarkan hasil penelitian bahwa pembatalan hubungan sewa-menyewa tanah pertanian secara sepihak dalam Hukum Islam di Dusun Sejangkung dari segi rukun *ijarah* dan syarat *ijarah* sudah terpenuhi, akan tetapi dari asas *ijarah* ada beberapa asas yang tidak terpenuhi yaitu asas *al-adalah* (keadilan), asas *al-ta'awun* (saling menguntungkan). Akad sewa-menyewa dapat berakhir apabila ada alasan yang bisa dibenarkan yang mengharuskan akad *ijarah* tersebut dibatalkan, berakhirnya akad *ijarah* yang telah disepakati dan apabila adanya uzur dari salah satu pihak.

**Kata kunci:** Hukum Islam, Sewa-Menyewa, Pembatalan Hubungan Sewa, Keputusan Sepihak.

ABSTRACT

*Leasing agricultural land at this time seems to have become a necessity for the community, especially for those who do not have agricultural land to work on. Like what the people of Dusun Sejangkung did, who rented agricultural land to meet their daily needs. Leasing activities carried out by the community do not always run smoothly, sometimes there are several problems that arise during the rental process, one of which is the unilateral cancellation of the rental relationship due to the sale of the leased object by the owner at the time of planting without the knowledge of the tenant. It becomes a big question whether this kind of activity is allowed or not in Islamic law. The purpose of this study was to find out how the practice of unilaterally canceling agricultural land rental relations in Islamic law in Sejangkung Hamlet, Parit Raja Village, Sejangkung District. This type of research uses qualitative research that is field research (Field Research) with empirical sociological research methods, namely examining phenomena that occur in the field related to community behavior and seeing facts that occur in the field, namely in the community in Sejangkung Hamlet. To obtain*

*data, researchers used interview and observation guidelines. Based on the results of the study that the cancellation of the agricultural land lease relationship unilaterally in Islamic law in Sejangkung Hamlet in terms of the pillars of ijarah and the conditions of ijarah have been fulfilled, but from the ijarah principle there are several principles that are not fulfilled, namely the principle of al-is (justice), the principle of al-ta'awun (mutual benefit). The lease agreement can end if there is a justifiable reason that requires the ijarah contract to be cancelled, the end of the agreed ijarah contract and if one of the parties is old.*

**Keywords:** Islamic Law, Leases, Cancellation of Lease Relationships, Unilateral Decisions.

## A. INTRODUCTION

Muamalah activities are activities that involve every member of society in an effort to meet their daily needs. Muamalah activities have rules and teachings that have been regulated according to Sharia and in accordance with Islamic teachings, one of which is about Ijarah or renting. Renting (Al-ijarah) is the transfer of the right to use (benefit) of an item or service for a certain period of time through payment of rent/wages, without being followed by the transfer of ownership of the item itself (Jafri, 2008). The law regarding Ijarah needs to be known because there is no form of cooperation carried out by humans in different places and times, unless the law has been determined in Islamic law, which always prioritizes the benefit and does not harm others. Indonesia has agricultural land that can be used as a source of livelihood to meet the needs of its people (Musa, 2022). For people who have limitations in cultivating land and do not have land, then with the existence of agricultural land renting becomes a source of livelihood for the Indonesian people (Mykhailenko et al., 2020). Many people in Sejangkung Hamlet, Parit Raja Village, Sejangkung District practice agricultural land lease relationships because the people who rent do not have land to plant and on the other hand, people who have land lack the time and expertise to cultivate the land to make it useful land. However, the lease relationship carried out by the community does not always run smoothly and smoothly between the two; one of the problems is the unilateral cancellation of the lease relationship due to the sale of agricultural land without the knowledge of the tenant to another party so that the landowner terminates the lease relationship that has been established for more than 20 years. Based on this background, it provides its own interest for the author to conduct a study "The Practice of Unilateral Cancellation of Agricultural Land Lease Relationships in Islamic Law in Sejangkung Hamlet, Parit Raja Village, Sejangkung District."

## B. METHOD

The type of research that will be used in this study is qualitative field research. Qualitative research is research that emphasizes the aspects of understanding, meaning and research procedures that utilize descriptive data and tend to use analysis in solving a problem to be studied. This research pattern uses Field Research, which is to explain and describe clear conditions and phenomena regarding the actual situation in the field.

## C. RESULTS AND DISCUSSION

### **The Practice of Unilateral Cancellation of Agricultural Land Lease Agreements in Sejangkung Hamlet, Parit Raja Village, Sejangkung District**

The people of Sejangkung Hamlet, Parit Raja Village, Sejangkung District mostly rent agricultural land because many of them do not have their own land to cultivate. This lease

agreement is usually made verbally, and there is mutual trust between the two parties. The details of the agreement, such as the term, payment system, and others, are discussed at the beginning of the lease. However, this verbal agreement sometimes leads to problems later on, causing one of the parties to suffer losses and disappointment. Verbal agreements and the absence of a written contract can result in issues in the future, as was the case with the lease carried out by the people of Sejangkung Hamlet. The lease agreement, which had been in place for over 20 years, was cancelled because the land was sold to someone else without the tenant's knowledge. The new landowner did not inform the tenant and immediately terminated the lease. Based on interviews, this practice is very detrimental to the tenant, as the landowner makes unilateral decisions while the land is still being cultivated and has not yet yielded any crops. Mrs. Hanimah, a tenant, stated that she had been renting the land for almost 20 years. She was the one who requested to rent the land, as she did not have any land of her own to cultivate. After decades of renting, she discovered that the land had been sold to someone else without her knowledge, despite her willingness to buy it if the landowner wanted to sell it. This left the tenant feeling very disappointed, as the lease agreement that had been established for decades was abruptly terminated without any explanation from the landowner. The unilateral cancellation of the lease agreement in Sejangkung Hamlet, Parit Raja Village occurred because the land was sold by the owner without informing the tenant, resulting in the termination of the long-standing lease agreement. Another contributing factor is the lack of understanding regarding rental practices in Islamic law (Gifriana, 2018; Musa, 2022; Shomad, 2010). People mistakenly believe that this kind of practice is permissible without considering the impact on others.

#### **Islamic Law's View on the Practice of Unilateral Cancellation of Agricultural Land Lease Agreements in Sejangkung Hamlet, Parit Raja Village, Sejangkung District.**

Leasing has been widely carried out in society, but its implementation is not necessarily in accordance with Islamic Sharia due to the lack of knowledge and understanding regarding leasing in Islam in the community. In carrying out muamalah activities, there are many things that need to be considered regarding whether or not the muamalah contract being carried out is valid. A contract can be said to be valid if the terms and conditions of a contract are fulfilled. The pillars and conditions in a lease are: 1. Rental pillars. If a rental transaction fulfills the pillars contained in it, the law is valid. The pillars of renting (ijarah) are:

- a. Aqid (the person making the contract) Requirements for the person making the contract must be mature and of sound mind. A child who has mumayyiz is permitted to enter into a contract with the permission of his guardian.
- b. Consent and qabul In the practice of renting, it must be accompanied by an agreement and qabul because these conditions are contained in a contract. Consent and qabul are carried out between the two parties entering into the contract.
- c. Ujrah (wages) The ujrah in a lease in an ijarah contract must be known and mutually agreed upon so that there are no misunderstandings and disputes in the future.
- d. Ma'qud Alaih The benefits of goods must be clear, regarding time restrictions and types of work must be clear when it comes to using someone's services.

In terms of the object, the rental object must meet the following requirements:

- a. The goods that are the object of the rental agreement must be able to be utilized.
- b. Objects that are the object of the rental agreement must be handed over to the lessee and the benefits thereof.

- c. Benefits and objects rented are things that are permissible (permissible) according to Sharia', not things that are prohibited by Sharia'.
- d. Objects that are rented are required to retain their substance until the time specified according to the agreement in the contract.

The practice of renting in Sejangkung Hamlet from the aspect of the object of rent has met the requirements so that there are no problems regarding this object of rent and it does not conflict with Islamic law. However, in the practice of renting agricultural land in Sejangkung Hamlet, it is not in accordance with the principles contained in rent namely:

#### **Principle of Al-Adalah (Justice)**

The principle means that any form of transaction that contains elements of discrimination is not justified. In the case of renting, both parties benefit from each other and neither party feels disadvantaged by this rental agreement. However, in the rental carried out by the community in Sejangkung Hamlet, this does not fulfill the principle of al-adalah, because one party, namely the tenant, feels disadvantaged because the landowner sells the land during the planting season and without the tenant's knowledge. This causes disappointment to the land tenant.

#### **Principle of Al-Ta'awun (Mutual Benefit)**

Every contract that is carried out must be mutually beneficial between the two parties. Every Muslim in carrying out a contract must pay attention to togetherness and a sense of responsibility between the two. However, what happens in society is that one party feels disadvantaged, namely the tenant who has been working on the land for decades is unilaterally terminated because the landowner sells his land without the tenant's knowledge. It is from the sale of land without the tenant's knowledge that the tenant feels disadvantaged. Regarding the termination, cancellation and end of the rental relationship in Islamic law (Auda, 2008; Ghadas & Aziz, 2019), according to Hanafiyah scholars, it can be canceled because ijarah is a normal contract provided that there is something that can be used as a reason for cancellation or termination of the rental relationship, namely the existence of retirement from one of the parties, whether the tenant, the land owner or the object being rented (Hidayani, 2020; Restiasari et al., 2018). On the other hand, some scholars are of the opinion that ijarah is a customary contract that cannot be canceled unless there is something that damages its fulfillment, such as the loss of the benefits of the object (Utomo, 2011). If one of the parties (either the renting party or the lessee) dies, the rental agreement does not become void, provided that the object of the rental agreement still exists. Because if one of the parties dies, his position is replaced by his heirs. Likewise, selling the object of the rental agreement will not cause the termination of the previously entered into agreement. Thus, it does not rule out the possibility of cancellation of the agreement due to a compelling reason for one of the parties (Sari, 2020).

A rental agreement is an agreement that generally allows for fasakh on one of the parties because ijarah is an exchange agreement, unless there are circumstances that cause fasakh. According to Hanafiyah, a lease can be said to be fasakh or void if there is an excuse that forces the mu'jir to sell the property being leased, for example because they are in debt and are no longer able to pay it off, then the rental relationship can be terminated/cancelled with the sale of the leased land, so in this case it is permissible to break the ijarah contract and sell it to someone else. However, it is not permissible to sell land without an excuse during the rental relationship except with the permission of the tenant. However, if the land owner wants to sell

the leased land without the tenant's permission, the sale and purchase is permitted, but after the land lease period has ended.

#### D. CONCLUSION

The lease carried out in Sejangkung Hamlet is an agreement made by both parties and an agreement made verbally and in mutual trust. According to Hanafiyah scholars, the nature of *ijarah* is that it binds both parties, but it can be canceled by either party, whether *mu'jir* or *musta'jir*, for good reasons. If there is an excuse from the *mu'jir* who requires him to sell the land, the *ijarah* may be cancelled. If there is no reason that requires the land owner to sell, the rental agreement is not damaged or terminated because selling the land cannot terminate the previous rental relationship. If the land is sold without the knowledge and permission of the tenant and the new owner has declared ownership, the *ijarah* contract is not terminated unless the lease period has ended.

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