
**ISLAMIC LAW REVIEW OF THE PRACTICE OF RUBBER
PLANTATION MUSAQAH IN LUBUK DAGANG VILLAGE
SAMBAS DISTRICT**

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ABSTRACT

This research is motivated by the practice of rubber plantation musaqah using a profit sharing system between both parties. This practice is in Lubuk Dagang Village, Sambas District. With the practice of rubber plantation musaqah which is based on the absence of a written agreement in Islamic law, it makes it easier for one of the parties to default on the agreement. This research method uses a type of qualitative research that is field research. Meanwhile, this research uses an empirical approach method, because it is qualitative research with an empirical approach that examines law which is conceptualized as real behavior in society to describe the conditions seen in the field, namely in Lubuk Dagang Village, Sambas District, in the practice of musaqah. To obtain data, researchers used interview and observation guidelines. Based on the research results obtained by researchers, it can be concluded that. 1) the practice of rubber plantation musaqah in Lubuk Dagang Village, Sambas District is carried out on the basis of mutual assistance carried out by both parties with mutual trust without any time limit set by the rubber plantation owner for the cultivator to work on it. Profit sharing that was agreed upon at the beginning of the agreement 4:6 and 3:7. 2) According to the Review of Islamic Law in the practice of rubber plantation musaqah in Lubuk Dagang Village, the time limit that is not determined by the rubber plantation owner is not in accordance with Islamic law and the terms of the musaqah contract.

Keywords: Islamic Law, Musaqah, Rubber Plantation

ABSTRAK

Penelitian ini dilatar belakangi oleh adanya praktik *musaqah* kebun karet dengan menggunakan sistem bagi hasil antar kedua belah pihak. Praktik tersebut berada di Desa Lubuk Dagang Kecamatan Sambas. Dengan adanya praktik *musaqah* kebun karet tersebut yang dilandasi tanpa adanya perjanjian secara tertulis di dalam Hukum Islam sehingga memudahkan salah satu pihak bisa saja melakukan wanprestasi terhadap perjanjian tersebut. Metode penelitian ini menggunakan jenis penelitian kualitatif yang bersifat penelitian lapangan (*field research*). Sedangkan dalam penelitian ini menggunakan metode pendekatan empiris, karena penelitian kualitatif dengan pendekatan empiris yang mengkaji hukum yang dikonsepsikan sebagai perilaku nyata dalam masyarakat untuk menggambarkan kondisi yang dilihat dilapangan yaitu di Desa Lubuk Dagang Kecamatan Sambas dalam praktik *musaqah*. Untuk memperoleh data peneliti menggunakan pedoman wawancara dan observasi. Berdasarkan hasil penelitian yang diperoleh peneliti dapat disimpulkan bahwa. 1) praktik *musaqah* kebun karet di Desa Lubuk Dagang Kecamatan Sambas dilakukan atas dasar tolong-menolong yang dilakukan oleh kedua belah pihak dengan saling percaya tanpa adanya batas waktu yang ditentukan oleh pemilik kebun karet kepada penggarap untuk menggarapnya. Bagi hasil yang telah disepakati diawal perjanjian 4:6 dan 3:7. 2) Menurut Tinjauan Hukum Islam di dalam praktik *musaqah* kebun karet di Desa Lubuk Dagang bahwa batas waktu yang tidak ditentukan oleh pemilik kebun karet tidak susai dengan hukum Islam dan syarat akad *musaqah*.

Kata Kunci: Hukum Islam, *Musaqah*, Kebun Karet

INTRODUCTION

The establishment of Islamic law has the aim of realizing human benefit by guaranteeing basic needs (*dharuriyyah*), secondary needs (*hajjiyyah*), and complementary needs (*tahsiniyyat*). In general discourse, the needs of the *dharuriyyah* are called primary, the needs of the *hajj* are called secondary, and the needs of the *tahsiniyyah* are called tertiary (Rohidin, 2017). In the field of Muamalah, Islamic law always maintains harmonious relations between the two parties, always avoiding tyranny from one party to another. Islamic law guarantees smooth relations both in the field of muamalah *maddiyah* and in the field of muamalah *adabiyah* because Islamic law always avoids everything that shakes the balance (Abdul Manan, 2017).

Al-Shathibi and the ushul scholars basically agree that the purpose of the Shari'a or the purpose for which God established the Shari'a is for the benefit (Achmad Irwan Hamzani, 2020). This goal is still manifested in all Islamic law, because this aspect is related to the nature of the purpose of

the Shari'a. This implies that there is no law in Islam that does not contain true benefits, although those benefits are not apparent to some people (Musfika Ilyas, 2016). Agricultural cooperation in Islamic law is commonly referred to by three terms, namely *musaqah*, *muzara'ah*, and *mukhabarah*. The three terms include understanding, legal basis, pillars and conditions, and the expiration of the contract. In agriculture, rubber plantations use *musaqah* practices.

This kind of *musaqah* practice is very necessary by the community because sometimes on the one hand the owner of the tree or garden does not have the time or is unable to maintain and care for his garden, while on the other hand there are people who can and are able to do it. Take care of their trees or rubber plantations but do not have rubber trees. So the owner of the garden needs a farmer, while the other party needs workers and gardens to cultivate. That the *musaqah* contract will help the community in improving the economy of both rubber plantation owners and people who work in rubber plantations. Because handing over a planted or unplanted tree to someone who plants it in the ground and takes care of it (e.g. watering and so on until it bears fruit) is also called *musaqah*. Then the worker receives the agreed share of the resulting fruit, the rest belongs to the owner. The owner and gardener take care of their garden and the garden produce is divided in half according to an agreed agreement (Sri Etfina, 2020).

In Lubuk Dagang Village, Sambas Regency, some communities have land or rubber plantations as a source of livelihood to meet their daily needs, but the owners of land or rubber plantations can no longer afford to maintain these plantations. In addition, there are also people who want to find work in rubber plantations, so that plantation owners can entrust their friends or relatives to work in rubber plantations. The agreement divided the rubber plantation produce into two between the plantation owner and the arapper. Where in the case of Lubuk Dagang village, the rights and obligations that must be obtained from a rubber plantation owner who has been cultivated have produced a lot of ubber harvests, then it will not be a problem for rubber plantation owners. However, the results in rubber plantations are uncertain because if there is a rainy season it does not produce much rubber sap, so the price or income from the rubber decreases. According to Mr. Rabuan as a rubber plantation cultivator, he said that often rubber plantation owners ask for more profit sharing. Meanwhile, the profit sharing is for less maintenance costs.

RESEARCH METHODS

This research method uses a type of qualitative research that is *field research*. While in this study using the empirical approach method, because qualitative research with an empirical approach that examines the law is conceptualized as

Real behavior. The research setting took place in Lubuk Dagang Village, Sambas District. The data sources used in this study are secondary data and primary data. Secondary data sources are obtained from the first source such as interviews and observations in the form of statements from both parties. As for primary data, it is supporting data such as books, journals, theses, regulations related to problems related to researcher information. Techniques in collecting researcher data are observation techniques and interview techniques. While the data collection tools used by researchers are interview guidelines, cellphones, and stationery. Data analysis in this study uses data education, data presentation and conclusions. Data validity techniques in this study test credibility, *triangulation*, and *member check* (Sugiyono, 2014)

DISCUSSION

1. Islamic Law

a. Understanding Islamic Law

Law can be understood as a set of rules or norms that human behavior in a society, both set by the ruler and growing and developing in society. The form can be written like laws and regulations or unwritten such as customary law and laws that live in the community (*the living law*) (Achmad Irwan Hamzani, 2020). Islam literally means surrender, salvation, or prosperity. That is, people who follow Islam will obtain salvation and prosperity in the Hereafter.

The word Islamic Law is not found at all in the Qur'an and legal literature in Islam. What is in the Qur'an is the word sharia, fiqh, the law of Allah and its roots. The words of Islamic law are translations of the term "*Islamic Law*" from Western literature (Mardani, 2017). This term later became popular. To provide clarity about the meaning of Islamic law, it is necessary to know in advance the meaning of each word. The word law etymologically comes from Arabic, namely *hakama-yahkumu* which later its mashdar form became *hukman* (Rohidin, 2017).

In the explanation of Islamic law from Western literature is found the definition of Islamic law, that is, the entire book of Allah that governs the needs of every Muslim in all its aspects. From this definition, the meaning of Islamic law is closer to the understanding of sharia.

According to Hasbi Ash-Syiddiqy (Mardani, 2017) Islamic law is a collection of fukaha efforts in implementing Islamic sharia in accordance with the needs of the community. The understanding of Islamic law in this definition is close to the meaning of jurisprudence. Joseph Schacht (Achmad Irwan Hamzani, 2020) defines Islamic law as a set of religious rules, the totality of Allah's commandments that

govern the behavior of Muslim life in all its aspects consisting of laws on rituals, political, criminal, civil, and legal rules in general.

b. Scope of Islamic Law

The scope of Islamic law does not distinguish expressly between the jurisdiction of private law and public law (Rohidin, 2017). This is because in Islamic private law there are aspects of public law and vice versa. The scope of Islamic law in the sense of Islamic jurisprudence includes worship and muamalah. Worship includes rules governing a direct relationship with Allah Almighty. While muamalat is a regulation that regulates a person's relationship with other people in exchanging property (including buying and selling) including: trade, borrowing, renting, trade cooperation, debts, levies, inheritances, wills, livelihoods, entrustments, orders, and others.

c. Kinds in Islamic law

Islamic law is not just a theory but a rule to be applied in the fabric of human life (Eva Iryani, 2017). Because there are many problems, generally in the field of religion which often makes the thinking of Muslims tend to differences. For this reason, a source of Islamic law is needed as a solution. The sources of Islamic law include such as the Qur'an, hadith, ijma, qiyas.

Every aspect of human life, there are rules that must be obeyed. When in society, the laws of society must be upheld (Eva Iryani, 2017). Similarly, embracing Islam, which is a religion that has rules. And the first rule we must understand is God's rule. All divine rules in all forms of human life laws are contained in the Qur'an, which is complemented by its explanation in the hadith of the Prophet SAW. The following are the types of Islamic law, namely:

- 1) Mandatory
- 2) Traditions
- 3) Forbidden
- 4) Makruh
- 5) Mubah

2. Akad Musaqah

a. Understanding Musaqah

Musaqah is taken from the root word *as-saqyu* which means irrigation. According to the term *musaqah* is cooperation in plant care, such as watering and so on as a profit-sharing agreement for the fruit or benefits produced (Siska Lis Sulistiani, 2018). According to Abdurrahman al-Jaziri that *musaqah* is a contract for the maintenance of date palm trees, crops (agriculture) and others with certain conditions. *Musaqah* means the handing over of a tree to one who will irrigate and care for it until the fruit is fully ripe in exchange

for a certain part of the fruit (Lady Famula, 2020). Meanwhile, according to Hanabilah scholars, *musaqah* is the owner giving up land that has been planted, such as vines, dates, and others. For him there is a fruit that can be eaten as a certain part of the fruit (Muhammad Sauqi, 2021). Thus, *musaqah* is a form of cooperation between the owner and cultivator of kabun to be cared for and maintained by the garden cultivator so that the results are obtained to be divided between the owner and cultivator of the garden according to the agreement at the beginning. In addition, according to Imam Shafi'i, *musaqah* is someone who hires others to take care of his garden with a share of agricultural products of 50:50% or 1/3 or the amount is adjusted according to the agreement of both parties (Suyoto Arief, 2021).

Akad *musaqah* is a form of cooperation between the owner and cultivator of the garden with the aim that the garden is maintained and cared for so that it provides maximum results, then the results become part (wages) for cultivators who take care of it in accordance with their agreement (Akhsyim Afandi, 2019). Cooperation in the form of *musaqah* is different from hiring gardeners to take care of plants, because the results he receives are not wages that have been determined in size, but from garden products that are not necessarily large.

The basic difference between *musaqah* and other profit-sharing agreements is the responsibility of the landowner. Where landowners are required to provide land that is ready for planting, the provision of agricultural equipment, seeds, fertilizers, technology, and planting processes (Suyoto Arief, 2021). While the cultivator is responsible for maintenance until the harvest process. So this contract is more inclined to a *pattern* of partnership or partnership between landowners and farmers.

b. Legal Basis of *Musaqah*

1) Al-Qur'an

The legal basis of *musaqah* derived from the Qur'an is, the word of Allah SWT:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ
اللَّهَ شَدِيدُ الْعِقَابِ

Translation: Help you in virtue and piety, and do not help in sinning and enmity. Fear Allah, indeed Allah is very heavy His torment. (Q.S Al-Maidah: 2)

In addition, it is explained in surah Al-Baqarah verse 282, the Word of Allah Almighty

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

Translation: O believers, if you owe receivables for a specified time, you should record them. Let one of you write it correctly. (Q. S Al-Baqarah (2): 282)

According to Ibn Kathir QS. Al Baqarah verse (282) above explains that when doing *mua'malah* so that it is written to be able to be aware of what is agreed and become legal force for witnesses. Then regarding the phrase "Let not the writer refuse to write it as Allah taught him, so let him write" Ibn Kathir explains, people who are experts in the science of writing should not refuse if there are people who ask for help and are forbidden to trouble them.

2) Hadist

The legal basis of *musaqah*, found in many hadiths with various redactions about the practices carried out by the Holy Prophet (peace be upon him) was also passed on by companions such as Umar Ibn Khattab in *the musaqah* of the land of khaibar. Researchers have not found the practice of *musaqah* carried out by the Holy Prophet other than the land of khaibar which is used as the basis for the permissibility of *musawah* is the authentic hadith of Ibn Umar. The Prophet (peace and blessings of Allaah be upon him) gave the land of Khaibar to the Jews to use and grow crops and they got half of the proceeds. (HR. Al-Bukhari)

3) Ijma

The permissibility of *musaqah* is also based on *ijma* (agreement of the scholars of *fiqh*), because it is already a transaction that is needed by the *ummah* to meet the needs of their lives. Have said Abu Ja'far Muhammad bin Ali bin Husayn bin Ali bin Abu Talib r.a. that the Prophet SAW. It has made the people of Khaibar cultivators and custodians on a profit-sharing basis. This is continued by Abu Bakr, Umar, Ali, and their families to this day in a ratio of 1/3 and 1/4. All was done by Khulafa ar-Rashidin during his reign and all parties knew about it, but no one denied it. That is, this is an *ijma sukuti* (consensus) of the *ummah*.

4) Syarat dan Rukun *Musaqah*

c. *Musaqah* Requirements

In the *musaqah* agreement, the following requirements are also needed (Alimuddin, 2017), namely:

- 1) Both sides
 - 2) Object of *musaqah*
 - 3) The arable land is fully handed over to the cultivator after the contract is clear.
 - 4) Landowners are expected not to intervene.
 - 5) The results of harvest time are a common right, in accordance with the agreement made.
 - 6) Contains the cultivation period clearly so that disputes do not occur in the future.
- d. Pillars of *Musaqah*

In addition to some of the conditions mentioned earlier, *musaqah* also has pillars that must be obeyed as well as other actions, Jumhur ulama agreed that the pillars of *musaqah* (Alimuddin, 2017) are:

- 1) *Sighat Ijab Qabul* (approval).
 - 2) Two parties *Aqad* perpetrators
 - 3) The existence of gardens and plants in the *musaqah*
 - 4) Clear revenue sharing
- e. End of *Musaqah*

Based on the opinion of Shafi'iyya scholars, al-Musaaqaah's contract ends with the end of al-Musaaqaah's term. If the agreed period is up, such as ten years for example. Then it turns out that the fruit that should appear in the tenth year, its appearance occurs shortly after the end of the period, then the cultivator has no share rights to the fruit. Because the fruit appeared after the expiration of the agreed period of al-Musaaqaah (Akhmad Farroh Hasan, 2018).

3. Rubber Plantation Production Sharing System Practice in Lubuk Dagang Village, Sambas District

Akad musaqah, which is a form of cooperation between the owner and cultivator of the garden with the aim that the garden is maintained and cared for so that it provides maximum results, then the results become wages according to the agreement of both parties. The cooperation in the form of *musaqah* is different from hiring gardeners to take care of plants, because the results they receive are not wages that have been determined in size, through garden products that are not necessarily large, and not only that, the *mujtahids* also agree that the *musaqah* contract must be carried out by someone who has reached the age, someone who is reasonable or has legal skills and someone who has been able to.

In addition, the *musaqah* contract has a fundamental difference with other profit-sharing contracts which lie in the responsibility of the land owner. Where in this contract the owner of the land/garden is obliged to provide land that is ready for planting, provide agricultural equipment, bibit, fertilizer, technology, and planting processes. While the cultivator/manager is responsible for maintenance until the harvest process.

This kind of cooperation is a tradition or habit carried out by the local community that has been passed down and carried out until now. Basically, the practice of profit sharing carried out by both parties between the owner and the cultivator of rubber plantations with an oral agreement without a deed of agreement. Whereas in the Qur'an surah Al-Baqarah verse 282 Allah says:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ

Translation: O believers, if you owe receivables for a specified time, you should record them. Let one of you write it correctly. (Q. S Al-Baqarah (2): 282)

According to Ibn Kathir QS. Al Baqarah verse (282) above explains that when doing *mua'malah* so that it is written to be able to be aware of what is agreed and become legal force for witnesses. Then regarding the phrase "Let not the writer refuse to write it as Allah taught him, so let him write" Ibn Kathir explains, people who are experts in the science of writing should not refuse if there are people who ask for help and are forbidden to trouble them. So if you owe receivables for a specified time, you should record them. Let one of you write it correctly. Islam recommends that the contract of cooperation in muamalah should be in writing and not done orally. This is done in order to avoid unwanted things.

As said by Mrs. Baiduri and Mr. Adni as plantation owners who are unable to take care of rubber plantations, they entrust their rubber plantations to others in a family manner or verbally without a deed of agreement. Akad that occurs in society is a habit that has long been done without a specified time limit. In carrying out the maintenance of the rubber plantation, the owner of the rubber plantation fully submits to the cultivator of the rubber plantation such as watering, applying fertilizer, giving pesticide, and others.

Based on the results of research data and observations as well as interviews with Mrs. Baiduri as the owner of the rubber plantation, she said that the profit sharing had been agreed upon by both parties, namely 3:7 or 30:70. However, if the cultivator gets Rp. 100,000, then Baiduri's mother gets Rp. 40,000 and the cultivator gets Rp. 60,000. In addition,

Mr. Rabuan, who is one of the cultivators, said that the profit sharing determined at the beginning of 3:7 where if you get Rp. 100,000, then Rp. 30,000 for the owner and Rp. 70,000 for the cultivator, but the owner asks for more than the profit sharing. In the contract verse it has been agreed above which at the beginning of the agreement the ratio of profit sharing/*musaqah* 30:70, but at the time of acquisition using a ratio of 40:60 where the occurrence of default in one of the parties is not in accordance with the agreement atas.

In addition, those who carry out the maintenance of rubber plantations are handed over to cultivators completely without any financial assistance while according to the understanding of the profit sharing contract / *musaqah* there is a fundamental difference where the owner is responsible or obliged to provide fertilizer and others, in fact this has been applied in the community, and is not in accordance with the understanding of the *musaqah* contract.

Based on the observations and the results of the interview above, it resulted in a conclusion that researchers can conclude that the practice of sharing rubber plantation products in Lubuk Dagang Village, Sambas District is carried out familially or orally without a deed of agreement from both parties who make an agreement with no time limit for cultivators to manage the rubber plantation. Then in carrying out the maintenance of the rubber plantation, it is fully handed over to the cultivator without any additional costs from the plantation owner. In addition, the profit sharing between the owner and the cultivator is agreed at the beginning of the agreement with sections 3:7 and 4:6. If a rubber plantation cultivator sells jinton at the current price of Rp. 5,500/kg, he gets Rp. 100,000 per week.

4. Review of Islamic Law on the Practice of *Musaqah* Rubber Plantation in Lubuk Dagang Village, Sambas District.

The validity and perfection of legal aspects in the practice of muamalah is largely determined by its pillars and conditions. Getting along well is a very principled one. Whenever this is ignored, then there is damage in carrying out the practice of muamalah , especially in the practice of *rubber plantation musaqah* must be in accordance with the pillars as referred to above are things that have been contained in it, if one of the pillars does not exist then it is void or invalid, what is meant by the pillars that are valid and the invalidation of an agreement is like the perpetrator of the contract and the object of the contract. Then the conditions for the practice of *musaqah* can be realized. In the practice of sharing rubber plantation products, among others:

- a. Both sides
- b. Object of *musaqah*
- c. Arable land

- d. Landowner
- e. The results of the harvest time are shared rights
- f. Load timeout

After the conditions in the practice of *musaqah*, the pillars of *musaqah* practice include:

- a. The existence of *ijab qabul*
- b. There are both sides
- c. The presence of gardens
- d. Clear revenue sharing

The practice of *musaqah* in rubber plantations in Lubuk Dagang Village is not in accordance with the requirements of *musaqah* practice, because the time limit is not determined by the owner of the rubber plantation to the cultivator to produce his garden. Meanwhile, in the requirements for the practice of *musaqah* there must be a period of time determined by the owner of the rubber plantation.

After that, the harmony is not in accordance with the *musaqah* practice that occurs in rubber plantations, namely in profit sharing that cannot be ascertained and the cultivator feels that the profit sharing is appropriate at the beginning of the agreement because the maintenance costs are fully distributed to the cultivator. In addition, an unspecified time limit.

In an agreement made between the owner and cultivator of the rubber plantation is to help in a family way. Because there are people who want to ward off but do not have rubber plantations so that the owner of the garden karens hands over his garden to cultivators to be cared for and produced. As explained surah Al-Maidah verse 2:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Translation: Help you in virtue and piety, and do not help in sinning and enmity. Fear Allah, indeed Allah is very heavy in His torment. (Q.S Al-Maidah: 2)

Moreover, according to Ibn Kathir interprets the last word of surah al-maidah:2 it is and help you in (doing) virtue and piety, and do not help in committing sins and transgressions. And be fearful of Allah, verily Allah is very heavy in His torments.

Based on the custom of *musaqah* cooperation that has been carried out since the time of the Prophet based on HR. Muslim. Ahmad ibn Hanbal and Zuhair ibn Harb have told us while his lafazh from Zuhair both said: Have told us Yahya i.e. Al Qaththan from 'Ubaidillah has told me Nafi' from Ibn Umar that the Prophet sallallahu 'alaihi wa sallam once employed the

inhabitants of Khaibar with a partial wage from the fruits or crops they grew.

Based on the explanation of the hadith above, the cooperation agreement carried out already existed in ancient times with a contract that was carried out orally because it followed the customs that had been done. So that these factors become habits in society that cause them not in accordance with the concept of muamalah.

Musaqah cooperation is cooperation carried out between two or more people in doing work where the profit sharing is divided based on a mutually determined agreement.

As for the time limit in a cooperation agreement according to surah al-qasas verse 28:

قَالَ ذَلِكَ بَيْنِي وَبَيْنَكَ أَيَّمَا الْأَجَلَيْنِ قَضَيْتُ فَلَا عُدْوَانَ عَلَيَّ وَاللَّهُ عَلَىٰ مَا نَقُولُ وَكِيلٌ

He (Moses) said, "It (the covenant) is between me and you. Whichever of the two appointed times I perfected, then there was no demand on me (again). God bears witness to what we say." (Q.S Al-Qasas (28): 28)

In surah al-qasas verse 28 it is clear that if you want to cooperate there must be a time limit that has been agreed by both parties. However, in practice that occurs in the field, researchers find that in the work of the profit sharing period that has occurred there is no specified time limit so that it contains elements of gharah (uncertainty).

Based on the exposure of the data above, researchers concluded that the practice of rubber plantation *musaqah* in Lubuk Dagang Village, Sambas District, was not in accordance with the concept of harmony and the requirements of the *musaqah* contract. First, the plantation owner does not limit the cultivator to manage his plantation so that there is no time limit set by the rubber plantation owner. Secondly, the pillars of *musaqah*, from the profit sharing carried out are permissible in Islam but in reality there is asking for more than the profit sharing that has been determined at the beginning.

CONCLUSION

The practice of *rubber plantation musaqah* in Lubuk Dagang Village, Sambas District, is carried out on the basis of assistance carried out between rubber plantation owners and cultivators orally without witnesses, based on mutual trust. Second, rubber plantation owners do not give a specified time limit to rubber plantation cultivators in managing the rubber plantation. The profit sharing determined at the beginning of the agreement with a ratio of 4:6 and 3:7 is the custom of the local community. While the cost of treatment is left entirely to the cultivator. In addition, the Islamic law review of the practice

of rubber plantation *musaqah* in Lubuk Dagang Village, Sambas District, is a profit-sharing practice that is not in accordance with the concept of pillars and conditions in the *musaqah* contract. First, the rubber plantation owner does not limit the cultivator to manage his plantation so that there is no time limit determined by the rubber plantation owner. The two get along well, profit sharing must be clear, but the profit sharing carried out between the owner and cultivator of rubber plantations cannot be ascertained because it depends on the amount of harvest.

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