

ABSTRAK

Wahyu Dwi Lestari. 2026. Praktik Akad Ijarah pada Sewa Lahan Sawah di Desa Sanenrejo Kabupaten Jember dalam Perspektif Fatwa DSN-MUI NO.112/DSN-MUI/IX/2017. Skripsi, Program Studi Ekonomi Syariah, Fakultas Agama Islam, Universitas Muhammadiyah Jember. Pembimbing: (1) Muhammad Syafi'I, M.E.I. (2) Dhofir Catur Bashori, M.H.I.

Kata Kunci: Akad Ijarah, sewa lahan sawah, Fatwa DSN-MUI, ujarah, fiqh muamalah.

Praktik sewa lahan sawah di Desa Sanenrejo, Kabupaten Jember telah berlangsung secara turun-temurun dan menjadi salah satu bentuk kerja sama ekonomi masyarakat dalam memenuhi kebutuhan pertanian. Pelaksanaan sewa lahan pada umumnya dilakukan berdasarkan kepercayaan dan kesepakatan lisan antara pemilik lahan dengan penyewa tanpa adanya perjanjian tertulis. Kondisi tersebut berpotensi menimbulkan ketidakjelasan mengenai hak dan kewajiban para pihak, jangka waktu sewa, besaran ujarah, serta penyelesaian risiko apabila terjadi permasalahan, seperti keterlambatan pembayaran maupun gagal panen. Oleh karena itu, penelitian ini bertujuan untuk menganalisis praktik akad ijarah dalam sewa lahan sawah di Desa Sanenrejo Kabupaten Jember berdasarkan perspektif Fatwa DSN-MUI Nomor 112/DSN-MUI/IX/2017 tentang Akad Ijarah. Penelitian ini menggunakan pendekatan kualitatif dengan jenis penelitian lapangan (field research) dan metode deskriptif. Data diperoleh melalui observasi, wawancara mendalam, dan dokumentasi terhadap pemilik lahan, penyewa, serta perangkat desa. Keabsahan data diuji menggunakan triangulasi sumber dan triangulasi teknik, sedangkan analisis data dilakukan melalui tahapan reduksi data, penyajian data, dan penarikan kesimpulan. Hasil penelitian menunjukkan bahwa praktik sewa lahan sawah di Desa Sanenrejo telah memenuhi unsur-unsur pokok akad ijarah, yaitu adanya kesepakatan para pihak, kejelasan objek sewa, penetapan ujarah, jangka waktu, serta hak dan kewajiban para pihak. Penyelesaian permasalahan dilakukan melalui musyawarah berdasarkan kesepakatan bersama. Meskipun demikian, penyusunan perjanjian secara tertulis masih diperlukan untuk memperkuat kepastian hukum, pembuktian akad, dan meminimalkan potensi perselisihan di kemudian hari.

ABSTRACT

Wahyu Dwi Lestari. 2026. *The Practice of Ijarah Contracts in Rice Field Land Leasing in Sanenrejo Village, Jember Regency, from the Perspective of DSN-MUI NO.112/DSN-MUI/IX/2017*. Thesis, Islamic Economics Study Program, Faculty of Islamic Studies, Universitas Muhammadiyah Jember. Advisors: (1) Muhammad Syafi'i, M.E.I. (2) Dhofir Catur Bashori, M.H.I.

Keywords: Ijarah contract, rice field land leasing, DSN-MUI Fatwa, ujarah, fiqh muamalah.

The practice of leasing rice paddy land in Sanenrejo Village, Jember Regency, has been passed down from generation to generation and serves as a form of community economic cooperation to meet agricultural needs. Land leases are generally based on trust and verbal agreements between landowners and tenants, without any written contracts. This situation has the potential to create uncertainty regarding the rights and obligations of the parties, the lease term, the amount of rent, and the resolution of risks in the event of problems, such as late payments or crop failure. Therefore, this study aims to analyze the practice of the ijarah contract in rice field leases in Sanenrejo Village, Jember Regency, based on the perspective of DSN-MUI Fatwa No. 112/DSN-MUI/IX/2017 on the Ijarah Contract. This study employs a qualitative approach using field research and a descriptive method. Data were collected through observation, in-depth interviews, and documentation from landowners, tenants, and village officials. Data validity was tested using source triangulation and methodological triangulation, while data analysis was conducted through the stages of data reduction, data presentation, and drawing conclusions. The research results indicate that the practice of rice field leasing in Sanenrejo Village fulfills the essential elements of an ijarah contract, namely the existence of an agreement between the parties, clarity regarding the leased property, the determination of the ujarah, the lease term, and the rights and obligations of the parties. Disputes are resolved through deliberation based on mutual agreement. Nevertheless, the drafting of a written agreement is still necessary to strengthen legal certainty, provide evidence of the contract, and minimize the potential for future disputes.