



IMPLEMENTATION OF THE IJARAH CONTRACT IN RICE FIELD PLOWING SERVICES: A REVIEW OF ISLAMIC LAW AND POSITIVE LAW IN INDONESIA

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Abstract

This research is motivated by the practice of rice field plowing services in Sarirejo Village, Balen District, Bojonegoro Regency, which are generally carried out based on verbal agreements between landowners and tractor service providers. Although the agreement includes land area, implementation time, and wage amounts, in its implementation there are still delays in work and delays in payment of wages until the harvest period. This condition raises issues regarding the compliance of the contract implementation with the principles of Islamic economic law and the provisions of Indonesian positive law. This study aims to analyze the implementation of ijab qabul in the ijarah contract, the mechanism for implementing rice field plowing services, and the dynamics of wage payments in Sarirejo Village. This study uses an empirical legal research method with a juridical-sociological approach and qualitative methods. Primary data were obtained through interviews with landowners and rice field plowing service providers, while secondary data were obtained through library studies of the Qur'an, Hadith, KHES, the Civil Code, laws and regulations, and relevant literature. The results of the study indicate that the rice field plowing service contract was conducted verbally and fulfilled the elements of agreement as well as the pillars and requirements of the ijarah contract. However, the absence of a written agreement resulted in relatively weak legal certainty and evidentiary aspects. In the implementation of the work, there were delays in the work, mainly influenced by queues and high demand for plowing services during the planting season. Meanwhile, payment of wages that were initially agreed upon after the work was completed was in some cases postponed until the harvest season due to the economic conditions of farmers and community customs. Viewed from Islamic law, this practice does not fully reflect the principles of wafa' bi al-'uqud and ta'jil al-ujrah, while from a positive legal perspective, it has the potential to cause breach of contract if carried out without agreement and fulfilling the elements specified in the law of contract. Thus, the practice of rice field plowing services in Sarirejo Village is socially influenced by the beliefs, customs, and economic conditions of the community, but the implementation of the rights and obligations of the parties still needs to be strengthened through certainty of agreement and communication if there are changes in the implementation of the contract.

Keywords: Ijarah Contract; Rice Field Plowing Services; Wages; Sharia Economic Law.

INTRODUCTION

The agricultural sector still plays a strategic role in Indonesia's economic development, particularly as a pillar of national food security and a source of livelihood for rural communities (Asir et al., 2022). Most people in rural areas still rely on agricultural land management for their economic activities, either as landowners or as agricultural laborers (Rustam et al., 2013). This situation indicates that agricultural activities not only have economic and social dimensions but also have legal dimensions related to the relationship between landowners and agricultural service providers. The development of agricultural technology in recent decades has driven a shift in land management patterns from traditional systems to more modern systems through the use of agricultural tools and machinery. One form of this modernization is the use of tractors as rice field plowing tools, which are considered more effective and efficient than conventional plowing methods. The presence of tractors not only changes the

technical aspects of land cultivation but also creates a pattern of economic relationships between landowners and rice field plowing service providers through a mechanism of providing wages for work performed (Prihatiningnur et al., 2025). From an Islamic legal perspective, the relationship between a landowner and a tractor operator can be defined as an *ijarah al-a'mal* contract, which is a contract for the use of someone's labor or services in exchange for a specific reward (*ujrah*) (Nadzilla et al., 2024). This contract creates rights and obligations for both parties. The landowner is obligated to pay wages as agreed, while the service provider is obligated to carry out the plowing work according to the agreed object, timeframe, and conditions. Therefore, clarity of the work object, the amount of wages, the timeframe, and the agreement of the parties are crucial elements in determining the validity and implementation of the contract.

The *ijarah* agreement in sharia economic law must fulfill the specified pillars and conditions. These elements include the contracting parties (*mul'jir* and *musta'jir*), benefits or work that are the object of the contract, *ujrah* or known rewards, as well as *sighat* which shows the existence of an agreement between the parties (National Sharia Council of the Indonesian Ulema Council, 2000). The implementation of the contract must also be based on the principles of consent (*taradhi*), justice, certainty and the avoidance of elements of *gharar* which can give rise to ambiguity and disputes (Putri, 2025). The principle of fulfilling a contract obtains a normative basis in QS. al-Ma'idah [5]: 1 which commands believers to fulfill the covenant. Apart from that, the hadith of the Prophet Muhammad SAW. regarding the obligation to provide wages to workers shows the importance of fulfilling the rights of parties who have provided services (Arafat et al., 2026).

Meanwhile, from the perspective of Indonesian positive law, the relationship between landowners and plowing service providers can be understood as a contractual relationship that gives rise to rights and obligations for both parties. Article 1320 of the Civil Code (KUHPdata) stipulates four valid conditions for an agreement: agreement, competence, a specific matter, and a lawful cause. Furthermore, Article 1338 of the KUHPdata emphasizes that a legally made agreement applies as law for the parties making it and must be implemented in good faith. (Thalib & T, 2024) Thus, agreements regarding plowing work, land area, implementation time, and wage amounts essentially have legal consequences for the parties.

Problems arise because service relationships in the agricultural sector are generally still conducted informally. Agreements between landowners and plowing service providers are often based solely on verbal communication, trust, and local customs. While this practice provides flexibility, it also creates potential uncertainty if there are differences in understanding regarding work time, land area, work quality, or wage payment (Ramadhan et al., 2024). In such circumstances, the existence of verbal agreements is crucial to examine not only from the perspective of the validity of the contract but also from the perspective of the implementation of the rights and obligations of the parties.

This phenomenon was found in the practice of rice field plowing services in Sarirejo Village, Balen District, Bojonegoro Regency. Based on initial observations, the relationship between landowners and plowers is generally carried out through verbal agreements regarding the area to be plowed, the timeframe for the work, and the amount of wages. However, in practice, several problems were still encountered, including uncertainty about the completion time due to queues of work, delays in plowing completion, and delays in payment of wages until harvest time. In some cases, payments were only made after the harvest was obtained or were adjusted when the harvest failed. This situation indicates a potential gap between the initial agreement and the implementation of the contract in the field.

LITERATURE REVIEW

Several researchers have studied the *ijarah* contract in agricultural service relationships, with varying focuses and findings. For example, Afrizati (2022), who examined the practice of paying tractor operators wages after the harvest, found that this mechanism does not fully comply with Islamic law's wage payment principles, as workers' rights are not granted after the work is completed. These findings indicate that the issue of *ijarah* extends beyond the validity of the contract and also concerns the timing and mechanism for fulfilling the *ujrah payment obligation*.

Andriani's (2024) research shows that the practice of *ijarah* contracts in the agricultural sector essentially fulfills the pillars and requirements of the contract, but there are still weaknesses in the implementation of the parties' obligations (Japarudin, 2024). This research demonstrates a discrepancy between the fulfillment of the formal elements of the contract and the realization of rights and obligations in practice. Therefore, analysis of *ijarah* contracts needs to be directed not only at the contract formation stage but also at the implementation stage. Furthermore, Febriyansya and Andriansyah (2023) examined late wage payments from a civil law perspective and concluded that late payments can be categorized as a form of *breach of contract* if they do not comply with the agreement (Yansya

& Andriansyah, 2023) . This perspective provides the basis for the legal consequences of wage payment agreements that can be used to assess whether an action has fulfilled or violated contractual obligations.

In contrast to this research, Rasmianti (2024) found that payment delays in agricultural practices are still accepted by the parties because they are based on custom (*'urf*) and mutual consent, even though this practice has the potential to cause problems when linked to positive legal provisions (Rasmianti, 2024) . This finding indicates that social practices are not always identical to normative legal constructions. Customs and the consent of the parties can be factors influencing the implementation of contracts, but their compliance with Islamic and positive legal principles still needs to be tested.

Based on previous research, it can be seen that studies on agricultural services and ijarah contracts have discussed several important aspects, particularly the validity of the contract, payment of wages, late payment, *'urf* , and default. However, previous research still tends to use the perspective of Islamic law or civil law separately. Furthermore, studies on rice field plowing services using tractors at the village level are still relatively limited, especially research that analyzes the process of forming the contract, the implementation of *ijab qabul* , the implementation of the plowing work, and the mechanism of wage payment in an integrated manner. Thus, there is a research gap in the lack of comprehensive studies linking the practice of ijarah contracts in rice paddy plowing services with the provisions of Indonesian positive law within a single analytical framework. This study seeks to fill this gap by positioning the practice of rice paddy plowing services as an object of study, analyzed simultaneously from two legal perspectives: Islamic law and Indonesian positive law.

METHOD

This research is empirical legal research *with* a juridical-sociological approach. The research aims to analyze the practice of *ijarah contracts* in rice field plowing services and their compliance with Islamic law and positive law. (Widiarty, 2024) . The research was conducted in Sarirejo Village, Balen District, Bojonegoro Regency, which was chosen because the practice of rice field plowing services is still widely used by farming communities. Primary data was obtained through in-depth interviews with *two* main informant groups, namely farmers or landowners who use rice field plowing services and rice field plowers or tractor service providers . Informants were selected *purposively* based on experience and direct involvement in the practice of contracts. Interviews focused on the service agreement process, wage determination, work implementation, payment mechanisms, and the rights and obligations of the parties. Secondary data was obtained through literature studies in the form of the Qur'an , Hadith, Compilation of Sharia Economic Law (KHES), Civil Code, laws and regulations related to wages and agreements, as well as relevant books and scientific articles. The data were analyzed qualitatively through data reduction, data presentation, and conclusion drawing. Interview data were then analyzed by comparing *ijarah contract practices* in the field with Islamic law and applicable positive law. This analysis was used to determine the compliance of rice field plowing practices with *ijarah principles* , particularly regarding the agreement, the object of the service, *the ujah* (wages), the execution of the work, and the rights and obligations of the parties.

RESULTS AND DISCUSSION

Contract for Rice Field Plowing Services in Sarirejo Village

Based on research results, the rice field plowing service agreement in Sarirejo Village, Balen District, Bojonegoro Regency was carried out verbally between the landowner and the plowman. Before the work was carried out, the parties first communicated regarding the area of land to be plowed, the timeframe for the work, and the amount of wages to be paid. This agreement was not formalized in writing but was based solely on direct communication and the trust that had been built between the parties (Interview M, May 17, 2026).

One informant explained that landowners typically contact tractor operators and convey their plowing needs and the expected timeframe for the work. The tractor operator then states their willingness to undertake the work and determines the amount of wages to be paid. Once an agreement is reached regarding the work and wages, the contract is deemed valid and binding on both parties (Interview Y, May 15, 2026).

In the perspective of Islamic economic law, the main problem that needs to be analyzed is whether the contract carried out orally has fulfilled the elements of *ijab* and *qabul* as a valid condition for the ijarah contract. DSN-MUI Fatwa Number 112/DSN-MUI/IX/2017 concerning the Ijarah Contract, (National Sharia Council-Indonesian Ulema Council (DSN-MUI), 2017) Article 59 paragraph (1) and Article 296 paragraph (2) of the Compilation of Islamic Economic Law (KHES) emphasizes that *ijab* and *qabul* can be carried out orally, in writing, or through signals that indicate an agreement between the parties (Ruf et al., 2025) . Thus, the form of the contract

is not a determining factor in the validity of the contract, but rather the existence of conformity of will, willingness (taradhi), and clarity of the object being agreed upon.

The research findings indicate that these elements have been fulfilled in the practice of rice field plowing services in Sarirejo Village. The landowner acts as the party requiring the benefits of the service, while the rice field plower acts as the party providing the benefits in the form of labor and the use of tools. The object of the contract, namely rice field plowing services, is clearly known because the parties have agreed on the area of land to be worked. In addition, the amount of wages has also been determined before the work begins. Therefore, from an Islamic legal perspective, the contract carried out by the people of Sarirejo Village can be categorized as a valid ijarah contract because it has fulfilled the pillars and requirements of the contract as stipulated in Islamic economic law (Hasan, 2018).

When analyzed using Islamic law's contract theory, this practice reflects the application of the principle of al-ridha (the consent of the parties), a fundamental principle in all muamalah transactions. The validity of a contract does not depend on the formal form of the agreement, but rather on the existence of an agreement that arises without coercion and is based on the free will of the parties. This demonstrates that, substantively, society has implemented practices that align with the principles of contracts in Islamic law.

Unlike Islamic law, which places greater emphasis on the substance of the agreement, Indonesian positive law also emphasizes the aspect of legal certainty. Article 1320 of the Civil Code requires the agreement of the parties as an element of a valid agreement (Evi, 2026). Based on this provision, the oral agreement made by the people of Sarirejo Village still essentially meets the requirements for a valid agreement because there is an agreement, the capacity of the parties, a specific object, and a lawful cause. Thus, from a civil law perspective, the agreement remains binding based on the principle of pacta sunt servanda as regulated in Article 1338 of the Civil Code (Yunanto, 2019).

However, this study found that the absence of a written agreement raises issues regarding evidence and legal protection (Vijayantera, 2020). In practice, if a dispute arises regarding the timeframe for work, the amount of wages, or the form of work agreed upon, the parties lack written evidence to support their legal position. This situation indicates that even though the contract is substantively valid, legal certainty for the parties remains relatively weak.

The findings of this study are similar to those of Mohammad Zainollah (2025), who concluded that ijarah contracts in the agricultural sector are generally conducted verbally and still comply with Islamic law as long as there is a clear agreement between the parties (Zainollah & Ghufon, 2025). The results of this study are also in line with the findings of Rahmadona and Farida Arianti (2024), who showed that agricultural work relationships in rural areas are more based on social trust than formal legal documents (Zainollah & Ghufon, 2025). However, this study found a more specific dimension, namely the potential for legal certainty issues due to the lack of agreement documentation that can be used as evidence in the event of a dispute.

Based on the *das sollen* and *das sein* approaches, there is a gap between legal norms and practices that develop in society. Normatively (*das sollen*), the law requires the creation of legal certainty and protection through clear and verifiable agreements (Thalib & T, 2024). However, empirically (*das sein*), the people of Sarirejo Village prioritize trust and local customs in forming legal relationships. This gap is influenced by the legal culture of rural communities, which still upholds the values of family, mutual trust, and informal problem solving.

This phenomenon can be explained through the theory of living law proposed by Eugen Ehrlich. According to this theory, laws that exist within a society are often more effective in regulating societal behavior than written laws (Sianipar, 2025). In the context of this research, the practice of oral contracts is maintained because it is considered simpler, easier to implement, and appropriate to the needs of the local community. However, the continuation of this practice does not necessarily eliminate the need for legal certainty, especially when the social relationships that have been the basis of trust undergo changes.

Based on the description, it can be concluded that the implementation of *ijab qabul* in the ijarah contract for rice field plowing services in Sarirejo Village has fulfilled the pillars and requirements of the contract according to Islamic economic law as well as the valid requirements of the agreement according to the Civil Code. However, the practice of contracts carried out orally still leaves problems in the aspect of legal certainty and proof in the event of a dispute in the future. This finding shows that the success of the implementation of contracts in rural communities is not only determined by formal legal norms, but also by the strength of living law *in* the community in the form of beliefs and social customs that have developed from generation to generation.

Mechanism for Plowing Rice Fields in Sarirejo Village

After a plowing service agreement is established between the tractor operator and the landowner, the next stage is implementing the work as agreed upon by both parties. This implementation includes fulfilling the agreement, from determining the plowing time, to the tractor operator's execution of the work, to completion and the landowner's obligation to provide wages (Interview M, May 17, 2026).

In practice, the mechanism for implementing rice field plowing in Sarirejo Village is simple, based on verbal agreements, beliefs, and established community customs. Although not outlined in a written agreement, the parties generally understand the work to be done, the timing of the work, and their respective rights and obligations. However, during implementation, several conditions were found that indicated discrepancies between the initial agreement and the actual work in the field, particularly regarding the punctuality of plowing (Interview W, May 14, 2026).

Based on interviews with informants, rice field plowing was not always completed according to the agreed-upon timeframe. Tractor operators often had to complete other farmers' work first, delaying work on previously agreed-upon plots. As a result, some landowners experienced delays in planting, potentially impacting agricultural productivity (Interview Y, May 15, 2026).

In the perspective of Islamic economic law, the issue is related to the clarity of benefits (*ma'lum al-manfa'ah*), especially regarding the time of implementation of services that have been agreed upon by the parties. (Yazid, 2017) DSN-MUI Fatwa Number 112/DSN-MUI/IX/2017 emphasizes that the benefits that are the object of the contract must be clearly known, including the time of implementation (Sianipar, 2025) . The ambiguity of the time of work implementation has the potential to give rise to an element of gharar because one party does not receive certainty regarding when the promised benefits will be received (Gunawan, 2025) .

This problem can be analyzed based on the principle of *wafa' bi al-'uqud* (fulfillment of the contract) in Islamic law, namely the obligation of the parties to respect and carry out the contract as agreed (Firgina et al., 2026) . In the rice field plowing service in Sarirejo Village, the tractor operator is obliged to carry out the work according to the agreed time, while the landowner is obliged to pay the wages as agreed. Thus, delays in work can become an issue in fulfilling contract obligations if carried out without notification or approval from the landowner.

However, delays cannot automatically be considered a violation of the contract because the cause and communication between the parties need to be looked at. If the delay occurs because the operator is still completing work for other farmers and this has been conveyed and agreed to by the land owner, then this can be seen as an adjustment to the agreement. On the other hand, if the operator postpones work unilaterally without notification or approval, then this condition indicates a non-compliance with the agreed obligations (Zainollah & Fakhruzy, 2019)

When analyzed using Indonesian positive law, delays in work implementation can also be linked to the principle of good faith as regulated in Article 1338 paragraph (3) of the Civil Code. This provision requires that every agreement be implemented honestly, properly, and in accordance with the agreement that has been made (Turangan, 2019) . When the work is not carried out according to the agreed time, then theoretically this condition can be categorized as a form of default as referred to in Article 1238 of the Civil Code if it causes losses to other parties (Mandacan et al., 2019) .

The findings of this study indicate a gap between legal norms and social reality (Muhaimin, 2020) . Normatively, both Islamic and positive law require that parties fulfill their obligations precisely according to the terms of the agreement. However, in practice, work delays are considered commonplace and understandable by the community. This situation is influenced by the limited number of tractor operators compared to the high demand for plowing services during the planting season.

The results of this study are similar to those of Febriyansya and Andriansyah (2023), who found that problems in ijarah contracts in the agricultural sector can arise during the implementation of the parties' obligations (Yansya & Andriansyah, 2023) . However, this study found more specific facts: work delays were not solely caused by the negligence of tractor operators, but were also influenced by structural factors such as high demand for plowing services at the same time. These findings indicate that the implementation of rights and obligations in rice field plowing service contracts is not only related to the parties' compliance with the agreement but is also influenced by the socio-economic conditions of the farming community.

The implementation of rice field plowing services in Sarirejo Village has generally been carried out according to the agreement of the parties, although in practice there are still delays in work by tractor operators. These delays mainly occur because the operators have to complete work on other farmers' fields that have been scheduled earlier or prioritize adjacent rice fields. From an Islamic legal perspective, this condition is related to the clarity of benefits (*ma'lum al-manfa'ah*) and the obligation to fulfill the contract (*wafa' bi al-'uqud*), especially

regarding the certainty of the time of service implementation. Meanwhile, from a positive legal perspective, a discrepancy in the implementation time with the agreement can conflict with the principle of good faith and has the potential to lead to default if carried out unilaterally and cause losses for the landowner. Thus, the main problem in the implementation of the rice field plowing service ijarah contract in Sarirejo Village lies not in the formation of an agreement, but rather in the consistency of the parties in fulfilling the agreement, especially regarding the timeliness of the work.

Dynamics of Wages Payment for Rice Plowing Services in Sarirejo Village

Payment of wages is a crucial part of the implementation of rice field plowing services because it relates to the fulfillment of the rights and obligations between the tractor operator and the landowner. The tractor operator is entitled to receive compensation for the services rendered, while the landowner is obliged to fulfill the payment according to the agreement made (National Sharia Council of the Indonesian Ulema Council, 2000). Therefore, the amount and timing of payment are crucial in the implementation of the contract because they provide certainty for both parties.

The research results show that the amount of wages for rice field plowing services in Sarirejo Village is generally determined and agreed upon by the tractor operator and the landowner from the beginning of the contract. In addition to the nominal wage, the payment time is also known to both parties, namely, wages are paid after the plowing work is completed (Interview M, May 17, 2026). Thus, there is an agreement from the outset regarding when the wage payment obligation must be fulfilled. This agreement generally does not cause problems when the contract is executed because both parties have understood and agreed to it.

However, in practice, it was discovered that some landowners did not provide wages after the work was completed as initially agreed. Instead, payment was delayed until harvest time or after the landowner received the proceeds from the sale of unhusked rice. This delay was generally due to the funds available after planting being used for rice field maintenance, purchasing production inputs, and other agricultural needs. In some cases, if the harvest failed, payment could even be deferred until the next harvest season. (Interview B 05/18/2026) This condition indicates a difference between the payment time agreed upon at the beginning of the contract and its implementation in the field.

These payment delays are generally not preceded by a re-agreement between the landowner and the tractor operator. This means that, although the initial agreement stipulated that wages would be paid upon completion of the work, when the landowner is unable to pay by that time, there is not always a discussion or new agreement regarding changing the payment time. The delays then occur based on circumstances and established customs within the community (Interview W, May 14, 2026). This is one of the issues complained about by tractor operators, as the change in payment time occurs without further agreement with the party entitled to the wages.

From the landowner's perspective, delayed payments are seen as understandable, as farmers' economic conditions are highly dependent on agricultural output. Some farmers prioritize using available funds to cover the costs of managing their rice fields until harvest time (Interview Y, May 15, 2026). Meanwhile, from the tractor operator's perspective, payment after the work is completed is considered more certain, as the wages are needed to meet daily living expenses and cover tractor operations, including fuel, maintenance, and repairs in the event of damage. These differing interests demonstrate that the issue of wage payments is not solely related to the landowner's economic capacity, but also concerns meeting the needs of the tractor operator as the party who has completed the work.

The practice of delaying payments that has been going on for generations indicates the existence of a community custom (*'urf*) in the relationship of rice field plowing services in Sarirejo Village. This custom causes the payment of wages after the harvest to be seen as normal by some people. However, the existence of a custom does not automatically make it *'urf* that can be used as a legal consideration. In Islamic law, *'urf* can be considered as long as it meets the conditions permitted by sharia, including being generally applicable or dominant in society, being carried out repeatedly, and not conflicting with sharia provisions and not eliminating the rights of other parties (Rizal, 2019). Therefore, the custom of delaying payment of wages in the practice of rice field plowing services in Sarirejo Village needs to be examined further, especially because at the beginning of the contract there was an agreement that wages were paid after the work was completed, while the delay in payment was carried out without further agreement with the tractor operator. From the perspective of Islamic economic law, *ujrah* is the right of the party providing the service and the obligation of the party receiving the benefit. Fulfillment of this right must comply with the agreement made by the parties (Syahrin et al., 2024). In the practice of rice field plowing services in Sarirejo Village, the nominal wage and payment time are determined from the start. Therefore, the problems encountered are

not related to unclear *ujrah* , but rather the implementation of payments that do not comply with the agreed time. The delay until harvest time without further agreement indicates a difference between the initial agreement and the implementation of payment obligations.

This condition is related to the principle of *ta'jil al-ujrah*, which emphasizes the immediate payment of wages to those who have completed their work. This principle aligns with the hadith of the Prophet Muhammad (peace be upon him) regarding the recommendation to pay workers' wages before their sweat dries (Nurasari & Yati, 2023) . In relation to research findings, the tractor operator's desire to receive payment after the work is completed aligns with fulfilling the right to wages. However, an assessment of this practice still needs to consider the agreement between the parties and the circumstances underlying the payment delay.

In addition to the principle of *ta'jil al-ujrah* , this practice is related to the principle of *wafa' bi al-'uqud* , namely the obligation to fulfill and honor the agreed contract (Rabbani, 2026) . In this study, the payment time after the work is completed has been part of the initial agreement. Therefore, if the landowner experiences difficulties in fulfilling the payment on time, changes to the payment time should be made through communication and agreement with the tractor operator. Economic reasons can explain the delay, but do not in themselves change the agreement if the party entitled to receive the wages does not agree.

The custom of post-harvest payment can be considered a form of '*urf*' (*Islamic custom*) that has developed in society (Aprilius & Nur, 2022) . Although this custom has been passed down through generations and is accepted by some communities, its existence must still meet the requirements of '*urf*' to be acceptable under Islamic law. Custom cannot be used as a basis for eliminating the rights of another party or overriding an existing agreement. Therefore, '*urf*' in this practice is more appropriately understood as a social factor that explains the continued delay in payment, rather than as an automatic basis for changing the agreed-upon payment time.

From the perspective of Indonesian positive law, an agreement regarding the payment time is part of the content of the agreement that binds the parties. Article 1338 paragraph (1) of the Civil Code emphasizes that a legally made agreement applies as law for the parties who make it, while Article 1338 paragraph (3) requires that the agreement be implemented in good faith (Setiawan et al., 2020) . In the context of rice field plowing services in Sarirejo Village, the agreement that wages are paid after the work is completed is essentially binding on both parties. If the landowner then delays payment until the harvest season without the approval of the tractor operator, this condition indicates that the obligation has not been fulfilled according to the agreed time. This delay can potentially be categorized as a breach of contract if it meets the elements of negligence and causes losses as stipulated in Article 1238 and Article 1243 of the Civil Code.

This finding aligns with research by Afrizati (2022), which concluded that post-harvest wage payments do not conform to Islamic wage principles (Afrizati, 2022) . However, unlike previous research, this study found that the continuation of this practice is heavily influenced by a combination of economic factors, legal culture, and strong social ties within the village community. In other words, late wage payments are not merely a legal issue but also a reflection of the socio-economic structure of agricultural communities.

Based on the research results, the dialectic of payment of wages for rice field plowing services in Sarirejo Village shows a difference between the initial agreement and payment practices in the field. Although the payment period was agreed upon after the work was completed, some payments were postponed until the harvest season due to the farmers' economic conditions and community customs. From an Islamic perspective, this practice does not fully comply with the principles of *ta'jil al-ujrah* and *wafa' bi al-'uqud*, because the postponement was carried out without further agreement and affected the fulfillment of the operator's rights to *ujrah*. This practice can be seen as '*urf*' that has developed in society, but cannot override the agreement and rights of the party receiving the wages. Meanwhile, according to positive law, delaying payment without agreement is also not fully in accordance with the principles of binding agreements and good faith, and can potentially lead to default if it meets the elements specified in the law of contracts. Thus, the practice of wages in Sarirejo Village can be understood socially as a custom influenced by the farmers' economic conditions, but normatively not fully in accordance with Islamic law or positive law.

CONCLUSION

Based on the results of research on the practice of rice field plowing services in Sarirejo Village, Balen District, Bojonegoro Regency, it can be concluded as follows: The implementation of *ijab qabul* in the *ijarah* contract for rice field plowing services in Sarirejo Village is carried out verbally based on agreement and trust between the landowner and the tractor operator. The parties agree on the object of work, land area, implementation time, and the amount of wages before the work is carried out. Although not stated in a written agreement, this practice has fulfilled

the elements of agreement and the pillars and requirements of the ijarah contract according to Islamic economic law. Viewed from a positive law perspective, this agreement also basically fulfills the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code and has binding force based on Article 1338 of the Civil Code. However, the use of oral contracts still has weaknesses in the aspect of proof and legal certainty in the event of a dispute in the future. This practice also shows the strong role of community trust and customs as a form of law that lives in the social life of the Sarirejo Village community.

The plowing of rice fields in Sarirejo Village is essentially carried out in accordance with the agreement between the landowner and the tractor operator, but in practice, delays are still found. These delays are primarily caused by the large number of requests for plowing services during the planting season, requiring operators to complete work on other farmers' fields that had been previously scheduled. This condition can cause delays in the planting process for landowners. From an Islamic legal perspective, this issue relates to the clarity of benefits and the fulfillment of the contract (*wafa' bi al-'uqud*), particularly regarding the certainty of the timeframe for service delivery. Meanwhile, under positive law, carrying out work that does not comply with the agreed time can conflict with the principle of good faith and has the potential to lead to a breach of contract if carried out unilaterally and fulfills the elements of negligence and loss. Thus, the problem in the implementation of the contract lies more in the consistency of fulfilling the agreement than in the formation of the contract itself.

The payment mechanism for rice field plowing services in Sarirejo Village shows that the amount of wages and payment time are generally agreed upon from the outset, with payment being made after the plowing work is completed. However, in practice, some landowners delay payment until harvest time or after receiving the proceeds from the sale of unhusked rice. This delay is influenced by the economic conditions of farmers, the cost of rice field management, and the post-harvest payment customs that have been established in the community. From an Islamic legal perspective, delaying payment without further agreement does not fully comply with the principles of *ta'jil al-ujrah* and *wafa' bi al-'uqud*, because the operator's right to *ujrah* has not been fulfilled within the agreed timeframe. This custom can be understood as '*urf*' that has developed in the community, but it does not automatically override the agreement and rights of the recipient. From a positive legal perspective, delaying payment without agreement also does not fully comply with the principles of binding force of agreement and good faith and can potentially lead to default if it fulfills the elements specified in contract law.

Overall, the practice of rice paddy plowing services in Sarirejo Village shows that the contract has generally been established and is valid, but the implementation of the parties' obligations has not fully been carried out in accordance with the initial agreement. The main problem lies in the timeliness of work implementation and payment of wages. This condition is influenced not only by legal aspects, but also by economic factors, community customs, and social relationships based on trust. Therefore, awareness is needed from the parties to maintain the agreement from the beginning, communicate when conditions change, and obtain mutual agreement if there are changes in the time of work implementation or payment of wages, so that the rice paddy plowing service relationship can be carried out more fairly, provide certainty for the parties, and remain in accordance with the principles of Islamic law and positive Indonesian law.

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