

ABSTRAK

Penelitian ini membahas praktik sewa menyewa pohon jeruk di Desa Pandansari, Kecamatan Poncokusumo, Kabupaten Malang, ditinjau dari perspektif akad ijarah dalam hukum Islam. Praktik ini telah berlangsung turun-temurun, namun menimbulkan masalah seperti ketidakjelasan akad, ketidakpastian hasil panen, serta perjanjian yang hanya dilakukan secara lisan.

Metode yang digunakan adalah kualitatif deskriptif dengan pendekatan normatif. Data dikumpulkan melalui wawancara dengan pemilik dan penyewa kebun jeruk, serta tokoh masyarakat, lalu dianalisis berdasarkan prinsip-prinsip akad ijarah menurut Islam.

Hasil penelitian menunjukkan bahwa praktik sewa menyewa di desa tersebut belum sepenuhnya sesuai dengan akad ijarah. Objek sewa berupa hasil panen (buah), bukan manfaat pohon, dan terdapat unsur ketidakpastian (gharar) yang bisa merugikan penyewa. Selain itu, seluruh risiko ditanggung penyewa dan tidak ada perjanjian tertulis. Oleh karena itu, akad ini lebih tepat jika diganti dengan akad musaqah atau muzara'ah yang sesuai syariat dan lebih adil bagi kedua pihak.

Kata Kunci: Ijarah, Sewa Menyewa, Jeruk, Gharar, Hukum Islam

ABSTRACT

This study discusses the practice of renting orange trees in Pandansari Village, Poncokusumo District, Malang Regency, viewed from the perspective of the ijarah contract in Islamic law. This practice has been going on for generations, but it causes problems such as unclear contracts, uncertainty of harvest results, and agreements that are only made verbally.

The method used is qualitative descriptive with a normative approach. Data were collected through interviews with orange orchard owners and tenants, as well as community leaders, then analyzed based on the principles of the ijarah contract according to Islam.

The results of the study indicate that the practice of renting in the village is not fully in accordance with the ijarah contract. The object of the lease is the harvest (fruit), not the benefits of the tree, and there is an element of uncertainty (gharar) that can harm the tenant. In addition, all risks are borne by the tenant and there is no written agreement. Therefore, this contract is more appropriate if replaced with a musaqah or muzara'ah contract that is in accordance with sharia and is fairer for both parties.

Keywords: *Ijarah, Renting, Oranges, Gharar, Islamic Law*