

ABSTRAK

Perjanjian kerja sama antara PT. X dan petani tembakau di Kabupaten Lamongan terjadi karena petani kesulitan memasarkan hasil panen, sedangkan perusahaan membutuhkan pasokan tembakau. Kerja sama ini menimbulkan masalah karena adanya multi akad selain akad kerjasama sehingga perlu dikaji pemenuhan rukun dan syarat serta ada atau tidak adanya unsur larangan dalam Hukum Islam. Penelitian ini merupakan penelitian yuridis empiris dengan pendekatan kualitatif dan perundang-undangan.

Hasil penelitian ini menunjukkan bahwa praktik perjanjian kerja sama antara PT. X dan Petani Mitra tidak dapat dikualifikasikan sebagai praktik kerjasama dalam Hukum Islam karena tidak memenuhi rukun dan syarat akad kerjasama. Hal ini disebabkan tidak adanya kesetaraan modal serta adanya unsur gharar dalam shighat, karena akad dinyatakan sebagai kerja sama tetapi disertai *bai' saprodi* dan *bai' istishna'* menjelang panen sehingga pembagian hasil tidak jelas. Akibat Hukum adanya *multi akad* menimbulkan unsur larangan *bai'atin fi bai'ah*, *tadlis*, dan *dzalim*, serta pernyataan perusahaan bahwa perjanjian tidak memiliki kekuatan hukum tetap. Agar sesuai Hukum Islam, syarat jual beli paket saprodi sebaiknya diganti dengan penyertaan modal dari perusahaan, sementara akad *bai' istishna'* dihapus agar rukun dan syarat kerja sama terpenuhi. Unsur larangan juga dapat dihindari apabila akad didasarkan pada *bai' saprodi* dengan bonus bimbingan teknis hingga panen dan *bai' istishna'* perlu diperjanjikan dengan ketentuan yang jelas mengenai harga dan spesifikasinya,

Kata Kunci : *Syirkah, Bai', Akad.*

ABSTARCT

The cooperation agreement between PT. X and tobacco farmers in Lamonga Regency was made because farmers had difficulty marketing their harvest, while the company needed a supply of tobacco. This cooperation caused problems because there were multiple agreements in addition to cooperation agreement, so it was necessary to examine the fulfillment of the pillars and requirements and whether or not there were any prohibited elements in Islamic law. This research in a empirical legal study using a qualitative and legislative approach.

The results of this study indicate that the cooperation agreement between PT. X and its partner farmers cannot be classified as a cooperative practice under Islamic law because it does not fulfill the pillars and requirements of a cooperative agreement. This is due to the absence of capital equality and the presence of gharar in the shighat, because the contract is declared as a cooperation but is accompanied by ba'i saprodi dan ba'i istishna' before harvert, so that the distribution of profits in unclear. The legal consequence of multiple contarcts is that it gives rise to the elements of prohibition of ba'iatin fi bai'ah, tadlis, and dzalim, as well as the company's statement that the agreement has no legal force. In order to comply with Islamic law, the terms of the sale and purchase of the saprodi package should be replaced with capital participation from the company, while the ba'i istishna' contract should be removed so that the pillars and requirements of cooperation are fulfilled. Prohibited elements can also be avoided if the contract is based on saprodi with techical guidance bonuses until harvest, and ba'i istishna' needs to be agreed upon with clear provisions regarding price and specifications.

Keywords: Syirkah, Ba'i, Akad.