

ABSTRAK

Penelitian ini bertujuan untuk menganalisis praktik berlangsungnya perjanjian muzara'ah di Desa Kebalandono, Kecamatan Babat, Kabupaten Lamongan, apakah perjanjian tersebut sah menurut hukum Islam, serta mempelajari dampak hukumnya dari sudut pandang hukum perdata Indonesia.

Penelitian ini menggunakan pendekatan kualitatif dengan metode studi lapangan (field reseearch). Data yang diperoleh melalui wawancara dengan petani yang menggunakan praktik muzara'ah. Analisis data dilakukan secara deskriptif-analitis yaitu dengan cara mengamati, berbicara langsung, dan mencatat dokumen dari pemilik lahan serta petani penggarap yang melakukan praktik muzara'ah.

Penelitian menunjukkan bahwa sistem muzara'ah di Desa Kebalandono dilakukan dengan kesepakatan secara lisan, dan pembagian hasil yang diterima oleh penggarap berkisar antara 10 persen hingga 15 persen. Kerja sama berlangsung berdasarkan rasa percaya, tanggung jawab, dan transparansi, tanpa menimbulkan konflik. Ditinjau dari hukum Islam, perjanjian lisan sah selama memenuhi unsur-unsur dan syarat-syarat dalam pembentukan akad. Menurut hukum perdata Indonesia, perjanjian lisan juga dianggap sah selama memenuhi ketentuan Pasal 1320 KUHPerdata, meskipun memiliki kelemahan dalam hal pembuktian dibandingkan perjanjian yang ditulis.

Kata kunci: *Muzara'ah, Perjanjian Lisan, Perjanjian Tertulis, Hukum Islam, Implikasi Yuridis.*

ABSTRACT

This study aims to analyze the practice of muzara'ah agreements in Kebalandono Village, Babat District, Lamongan Regency, and examine their legal implications from the perspective of Indonesian civil law.

This study employed a qualitative approach with field research methods. Data were obtained through interviews with farmers practicing muzara'ah. Data analysis was conducted using a descriptive-analytical approach, involving observation, direct interviews, and documenting the work of landowners and farmers practicing muzara'ah.

The study indicates that the muzara'ah system in Kebalandono Village is based on verbal agreements, with the share of the proceeds received by the farmers ranging from 10 percent to 15 percent. This collaboration is based on trust, responsibility, and transparency, without giving rise to conflict. From an Islamic perspective, verbal agreements are valid as long as they meet the elements and requirements for establishing a contract. According to Indonesian civil law, oral agreements are also considered valid as long as they comply with Article 1320 of the Civil Code, although they have weaknesses in terms of proof compared to written agreements.

Keywords: *Muzara'ah, Oral Agreement, Written Agreement, Islamic Law, Legal Implications.*