

“BETTONAN” CONTRACT IN AGRICULTURAL MANAGEMENT AS POVERTY REDUCTION EFFORTS FROM ISLAMIC LAW POINT OF VIEW

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Abstract: The background of this research is the existence of a "bettonan" contract that occurs among the Indonesian farming community. This contract is carried out with a distribution of 80%:20% of agricultural products; 80% for land owners and 20% for tenant farmers. This contract is a legacy from a long time ago that until now has not been touched by the government, resulting in the absence of regulations. This article tries to explore the legal nature of the “bettonan” contract and whether the distribution is in accordance with justice by considering the obligations of both parties to the contract (land owner and tenant farmers). The results of the study indicate that the "bettonan" contract transaction is in accordance with the concept of Islamic law and is included in the category of musyarakah muzaraah contract, and the distribution of results is in accordance with the principle of justice because the risk of tenant farmers is very small. In the end, this “bettonan” contract really needs to get a touch from the government law because it is very helpful in poverty alleviation efforts.

Keywords: Bettonan, agriculture, poverty and Islamic law

Abstrak: Latar belakang penelitian ini adalah adanya kontrak “bettonan” yang terjadi di kalangan masyarakat petani Indonesia. Kontrak ini dilakukan dengan pendistribusian 80%: 20% hasil pertanian; 80% untuk pemilik lahan dan 20% untuk petani

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penyewa. Kontrak ini merupakan warisan dari dahulu kala yang hingga saat ini belum tersentuh oleh pemerintah sehingga mengakibatkan tidak adanya regulasi. Artikel ini mencoba menelusuri sifat hukum kontrak “bettonan” dan apakah pembagiannya sudah sesuai dengan keadilan dengan mempertimbangkan kewajiban kedua belah pihak dalam kontrak (pemilik tanah dan petani penggarap). Hasil penelitian menunjukkan bahwa transaksi akad “bettonan” sudah sesuai dengan konsep hukum Islam dan termasuk dalam kategori akad musyarakah muzaraah, dan pembagian hasil sudah sesuai dengan prinsip keadilan karena resiko kerugian petani penyewa sangat kecil. Pada akhirnya kontrak “bettonan” ini memang perlu mendapat sentuhan hukum dari pemerintah karena sangat membantu dalam upaya pengentasan kemiskinan.

Kata kunci: Bettonan, pertanian, kemiskinan dan hukum Islam

Introduction

Humans as living beings naturally try to fulfill their needs. Meeting the needs of life is a must as a form of effort (*ikhtiar*) in maintaining life. Without effort, it is difficult to achieve the fulfillment of life. In this effort, humans cannot be separated from the role of others, since as social beings, humans cannot distance themselves from interaction with each other in any way.

The nature of rich and poor can be considered as a way of the Almighty to show that humans are creatures who must interact with one another. They need each other and complement each other in meeting their needs and work hand in hand even though they are different social strata. The rich need the poor, and vice versa, since the rich do not always have

the ability and skills to manage or cultivate their wealth. Meanwhile the poor also need the rich, because he is the one who usually provides the jobs. With these jobs, the poor can work so that they can fulfill their needs.

There are many ways of cooperation that can be done between the two social strata in terms of meeting their needs. Starting from the wage system (*ujrah*)¹ in work, investment (*mudharabah*)², agricultural management, both with *muzaraah*³ and *mukhabarah* systems and so on. If these are practiced properly and according to the rules, the cooperation will be very effective and beneficial for both parties⁴. Among the farming communities of East Java, there are many systems of cooperation between the rich and the poor, in this case between the land owners (rich) and the tenant farmers (poor). This mutual cooperation cannot be separated from the geographical location of this province, which is agricultural in nature.

¹ *Ujrah* is a cooperation of benefits that have been known between the two parties with a definite reward for an activity that is allowed Muhammad bin Qasim al- Ghazi, *Fathul Qarib al- Mujib*, Al- Hidayah, Tt. Hal. 38

² Wawan Muhwan Hariri, *Hukum Perikatan*, Pustaka Setia, Bandung, 2011, Hal. 320

³ *Muzaraah* and *Mukhabarah* are cooperation in the field of agriculture carried out by land owners and sharecroppers with profit sharing according to the agreement. *Ibid*, hal 326

⁴ Muhammad Usman Shabir, *al- Muamalah al-Maliyah al- Muasyirah fi Fiqhi Isslami*, Dar an- Nafaes, Cet Ke-6, Hal 12.

Indonesia itself is an agrarian country, a country where the majority of the territory consists of rural areas and large amount of the population work in agricultural field. The extent of agricultural land of this country can also be a prove that many Indonesian people, if not most of them, are farmers. Regardless of whether they are landowners or tenant farmers, it is clear that these two types of farmers are the groups play the most role in the ups and downs of agricultural lands in Indonesia. The extent of agricultural land is something that cannot be separated from the activities of farmers. According to data released by the Central Statistics Agency (Indonesian: *Badan Pusat Statistik* or BPS), the total area of agricultural land in Indonesia consists of 8,087,393 hectares of the total land area of 3,273,810 square kilometers ⁵.

In East Java, especially in Jember Regency - which will later be used as a reference in mutually beneficial cooperation in agriculture in the form of a "bettonan" contract - has an area of 84,964 hectares of rice fields with an irrigation system and 1,180 hectares of non-irrigated land ⁶. As stated at the beginning, this district consists of landowners and tenant farmers. When the management cooperation is managed

⁵ <https://www.bps.go.id/linkTableDinamis/view/id/895>

⁶ <https://jatim.bps.go.id/statictable/2017/09/27/629/luas-lahan-sawah-menurut-kabupaten-kota-dan-jenis-pengairan-di-provinsi-jawa-timur-ha-2016.html>

properly, the poverty level can of course be minimized. As a result, to raise the standard of living of tenant farmers, cooperation was held between the two parties.

The extent of agricultural land is very helpful for those who are in dire need (read: extremely poor people) if managed properly, with management that is based on mutual assistance (ta'awun) between the land owners and tenant farmers. It is due to the fact that not all land owners can manage their lands themselves. On the other hand, not all farmers have lands to cultivate. Thus, cooperation between landowners and tenant farmers becomes an option, meaning that landowners can involve tenant farmers to work on their lands with a profit-sharing system according to the agreement of both parties.

Regarding the form of cooperation where the results are divided according to the agreement, there are rules that stipulate it. Agricultural production sharing agreements are regulated by Law (Indonesian: Undang-Undang/UU) No. 2 of 1960 regarding the Agricultural Land Production Sharing Agreements ⁷. Whereas in Islamic teachings, agricultural cooperation is known by three terms, as well as in three different forms. They are musaqah, muzaraah and mukhabarah. These three forms have different characteristics and conditions.

⁷ Undang- Undang (UU) No.2 Tahun 1960 Tentang Perjanjian Bagi Hasil Tanah Pertanian.

Law No. 2 of 1960 regarding the Agricultural Land Production Sharing Agreements, in article 1 (one) letter Profit Sharing states that the meaning of a profit sharing agreement is an agreement made by the land owner on the one hand and a person or legal entity on the other which in this law referred to as "cultivators" based on an agreement where the cultivator is permitted by the owner to carry out agricultural business on the owner's land, with the distribution of the results between the two parties ⁸.

Law No. 2 of 1960 concerning the Agricultural Land Production Sharing Agreements is intended to regulate land concession agreements with profit sharing, so that the distribution of land products between the land owners and cultivators is carried out on a fair basis and to ensure proper legal standing for the cultivators, by confirming the rights and obligations of both the cultivator and the land owner ⁹.

Several regulations have been issued as guidelines for the implementation of Law No. 2 of 1960 regarding the Agricultural Land Production Sharing Agreements, including: 1) Decree of the Minister of Youth for Agrarian Affairs No. Sk. 322/Ka/1960 concerning the Implementation of Law no. 2 of 1960; 2) Regulation of the Minister of Agriculture and Agrarian Affairs

⁸ *Ibid*

⁹ *Ibid*

Number 4 of 1964 concerning Stipulation of Special Balance in Implementation.

Profit Sharing Agreement; 3) Regulation of the Minister of Agrarian Affairs Number 4 of 1964 concerning Guidelines for the Implementation of Production Sharing Agreements; 4) Instruction of the President of the Republic of Indonesia Number 13 of 1980 concerning Guidelines for the Implementation of Law Number 2 of 1960 concerning Production Sharing Agreements; 5) Joint Decree of the Minister of Home Affairs and the Minister of Agriculture Number 211 of 1980, Number 714/Kpts/Um/9/1980 concerning Instructions for Implementing Presidential Instructions R.I. Number 13 of 1980 concerning the Implementation of the Production Sharing Agreement Act.

Law No. 2 of 1960 and its implementation guidelines contain matters relating to the implementation of agricultural land production sharing agreements, such as: 1) The subject of the agreement; 2) The object of the agreement; 3) Form of agreement; 4) The term of the agreement; 5) Transfer and termination of the agreement; 6) Profit Sharing; 7) Obligations of owners and cultivators.

Some of these laws are sufficient as a basis for cooperation in the agricultural sector. In addition, Islamic teachings (read: Islamic law) also regulates the procedures for conducting cooperation contracts in the agricultural sector.

Presumably strong enough to encourage cooperation in the agricultural sector as an effort or steps to suppress the continued development of poverty.

Research methods

The research method in this article uses empiric research methods. This means that by bringing the "bettonan" agricultural contract closer to the laws in force in Indonesia, scientific literature, legal journals related to agricultural management cooperation and so on. The intent and purpose is to find out the essence of the cooperation agreement in the agricultural sector. In addition, this study also explores the legal aspects of agricultural management known as "bettonan" in terms of Islamic law and its effectiveness in efforts to eradicate poverty. With the aim of knowing the legal status of the "bettonan" contract and its effectiveness, the cooperation agreement can be continued or not.

The object of observation in this study is the area of Jember Regency in general, an area where the majority of the population is farmers, where the "bettonan" contract in this district is widely practiced in various forms. later will be presented in detail about the forms of the "bettonan" contract.

Discussion

1. Forms of Cooperation in Agriculture according to Islamic Law

Cooperation in agriculture in Islamic law is commonly referred to by three terms, namely *musaqah*, *muzara'ah*, and *mukhabarah*. The three terms include understanding, legal basis, pillars and conditions, and the end of the contract.

Musaqah contract is a form of cooperation between the owner of the garden and the sharecropper with the aim that the garden is maintained and cared for so as to provide maximum results, then the results are partly a part (wages) for the cultivators who take care of it according to the agreement they made. Cooperation in the form of *musaqah* is different from paying gardeners to take care of plants, because the results they receive are not wages that are fixed in size like gardeners, but from garden yields that are not necessarily in amount ¹⁰.

Another term for *musaqah* is *siraman* contract, this contract is simpler than *muzaraah* because the cultivator is only responsible for watering and maintaining the garden. In return for the cultivator, he is entitled to a certain share of the harvest at a later date. From the aspect of definition, the work and sacrifices made by *musaqah* cultivators are relatively simpler than other agricultural management contracts, because it seems that they do not incur any costs.

¹⁰ Ghazaly dkk, *Fikih Muamalat*, Kencana, Jakarta, 2015, Hal 15

Regarding the legal basis for the implementation of this musaqah contract is a hadith narrated by Ibn Umar which stated that the Messenger of Allah. Once gave the land and date plants in Khaibar to the Khaibar Jews to maintain by using equipment and funds, as a reward for what the Jews did, he could get a share of the harvest with a certain percentage.

If observed carefully, in fact in practice, the musaqah contract and the muzaraah contract only have very slight differences, namely in the object being worked on. The object of the musaqah contract is the plants or trees that grow and develop on plantation land. Meanwhile, for the musaqah contract for the management of plants or trees on agricultural land ¹¹. At a glance, it can be understood that the benefits obtained by tenant farmers from the muzaraah contract are relatively faster than from the musaqah contract. Because the management of agricultural land is relatively shorter than plantation management. For short-term needs, muzaraah is enjoyed more quickly, while for long-term needs, musaqah is more profitable.

The group of believers and followers of Imam Syafi'I (Syafi'iyah) made a stipulation of the pillars of the plantation management contract (musaqah) consists of five things, namely: 1) two people who make the transaction, 2) the existence of a sentence stating the contract/ handover) , 3) matters related to the act (gardening), 4) the fruit or the meaning of the fruit (according to the old opinion conveyed

¹¹Wawan Muhwan Hariri. *Hukum Perikatan (Dilengkapi Hukum Perikatan Dalam Islam)*. CV. Pustaka Setia. Bandung. 201. Hal 25

by Imam Syafii), and 5) the work, and 6) the time of the contract ¹².

With regard to the sixth condition, that the period (time) of the musaqah contract is divided into two, namely the time required as permissible and not to perform the musaqah contract and the period that is a condition for the validity of the contract. For the first time the scholars agreed that the musaqah contract could be performed before the trees clearly saw whether the fruit was good or bad. As for the terms of the contract time should be known.

The wisdom of the pensyariatan akad musaqah is to realize the benefits and share sufficient means of needs between the two people who make the akad. Some people have gardens and have planted trees. However, due to busyness or due to the large area of the plantation so that he was not able to take care and manage it himself, he performed a musaqah contract.

Management of agricultural land, in addition to musaqah, there is also a contract of muzaraah and mkhubarah. is distributed to the owner and cultivator in accordance with the agreement of both parties. The difference is in the production capital, if the capital comes from the farmer/manager then it is called mukhabarah, and if the capital comes from the landowner then it is called muzara'ah.

The two agreements above (muzaraah and mukhabarah) are dedicated to the management of agricultural land/ rice fields with the same goal that is mutual cooperation between landowners and farmers so that both parties are equally light in meeting their needs.

¹² Ibnu Rusyd. *Bidayat al-Mujtahid wa Nihayat al-Muqtasid*. Dar al-Kutub al-Ilmiah. Bairut- Lebanon. Cet. II. 2004. Hal 640.

Cooperation in the management of this type of paddy field can be enjoyed relatively soon by landowners and working farmers because the harvest time for paddy land is relatively faster than plantation land.

To avoid losses in the muzaraah contract, this contract must be done by people who are experts in the field of agriculture. Such skills must be possessed by cultivating farmers. This is in accordance with the safe Compilation of Sharia Economic Law Article 257 which reads "Workers Must Have Farming Skills and Willing to Work the Land They Receive" ¹³.

In Islamic jurisprudence, it is permissible to manage agriculture with the concept of muzaraah or mukhabarah as long as it fulfills the following requirements: each party gets clarity regarding the distribution of the harvest, the person making the contract actually owns the harvest and the determination or determination of the distribution of the harvest has been determined since early, meaning that it is determined before carrying out the contracted work, this aims to avoid disputes in the future ¹⁴.

2. The Form of Cooperation in Agricultural Management “Bettonan”

Cooperation in the betting sector has existed for a long time and is a legacy from our predecessors, especially in Jember

¹³ Kompilasi Hukum Ekonomi Syariah, Pusat Pengkajian Hukum Islam dan Masyarakat Madani (PPHIMM), Kencana, 2009, Hal 257

¹⁴ Wawan Muhwan Hariri. *Hukum Perikatan (Dilengkapi Hukum Perikatan Dalam Islam)*. CV. Pustaka Setia. Bandung. 201. Hal 32

Regency. This form of cooperation is not written but is very difficult to remove from the agricultural world, even when there is a sale and purchase of agricultural land, the "bettonan" owner still follows the new owner of the agricultural land. The owner of the agricultural land can change with a sale and purchase contract or with other contracts, but the owner of the "bettonan" contract remains as long as the person who made the contract does not break it.

The form of the "bettonan" contract consists of three things, namely: First, the cooperation between the land owner and the sharecropper in the form of all seeds or plant seeds, planting costs, management before planting and plant care are all borne by the sharecropper. The first form is classified as extreme cooperation because the burden of costs and plant maintenance is borne by tenant farmers.

Second, the "bettonan" cooperation with most of the planting costs borne by the land owner, such as seeds, care when it has grown, fertilizers and the harvesting process are borne by the land owner. Meanwhile, tenant farmers only bear the costs of planting, caring for the plants and the costs of the harvesting process (ripping the rice plants, mendores (the process of separating rice from the stalks) and transporting the harvest that can be reached by vehicles.

Third, the "bettonan" cooperation with the cost of planting and harvesting is shared equally between land owners

and tenant farmers. Such as the cost of planting seeds and the cost of the harvest process. Meanwhile, the costs for the preparation of seeds and fertilizers are prepared by the land owner. In this third form, tenant farmers work more physically and have relatively less financial expenditure. For the first form, tenant farmers spend relatively more capital in managing, planting and harvesting processes. If it is estimated per hectare for cultivated land, it can cost Rp. 2,750,000.00 per planting. This is because the land owner only surrenders his land to be managed.

While the second and third forms are almost the same in terms of financing that must be borne by tenant farmers. The costs for these last two forms ranged from Rp. 750,000.00 to Rp. 1,250,000.00. Because most of the financing has been borne by the land owner. Both forms are very helpful for cultivators to raise their economic level.

Simulation of the results of the management of one hectare of agricultural land and which is managed by rice plants. In general, the yield obtained from rice harvests is around seven tons / 7000 kg (assuming a good crop). If the crop is very good, the rice harvest can reach more than these seven tons. If per hectare produces seven tons, then the cultivator will get a share of the yield weighing 1400 kg of rice. In general, the price of rice is Rp. 4.200/kg. With the assumption of this simulation, the tenant farmers still benefit. If the income

earned by tenant farmers is cashed, the estimate obtained is $1400 \text{ kg} \times \text{Rp. } 4.200 = \text{Rp. } 5,880,000.00$

It should be noted that the "bettonan" cooperation usually only occurs with rice and corn. Because these two crops are very easy to divide, with the distribution of 80 percent for land owners and 20 percent for tenant farmers. Meanwhile, for other parks, this has never happened. Perhaps the main factor in the absence of "bettonan" cooperation in other than rice plants is the difficulty in predicting financing from planting, caring and harvesting costs. In addition, it is difficult to share the results at harvest.

3. Bettonan, Poverty Alleviation and Islamic Law

Essentially the "bettonan" contract that occurs in cooperation in the management of agricultural land is very effective for poverty alleviation efforts. Cultivators still get quite large profits, even with extreme forms of transactions, in this case all costs are borne by the tenant farmers while the land owners are limited to handing over their land. If the tenant farmers take part in financing the planting, care and harvesting, the profits will be even greater.

As a balance of this "bettonan" contract transaction, there is also a project system in the management of agricultural land. In this system, the land owner is only limited to preparing the land and seeds or wives to be planted, while all the work is done by farm laborers. When the farm workers finish doing

everything, the land owner immediately pays the nominal amount of wages that must be paid and then there is no cooperation relationship between the land owner and the farm laborer. If the estimated cost that must be spent by the land owner is around Rp. 2,000,000.00 for one hectare land area.

If this project system dominates in agricultural management, it will not have any effect on poverty alleviation efforts. This is viewed from the aspect of wages received by the workers. This means that large profits will still be obtained by land owners, while farm laborers will forever remain as laborers because there is no increase in income in their economy.

According to Law No. 2 of 1960 concerning Agricultural Land Production Sharing Agreements, the "bettonan" contract transactions carried out by land owners and tenant farmers do not violate the rules. Because the Act does not specify what form of cooperation should be carried out by the farmers. This means that land owners and tenant farmers are given the freedom to make contracts. It's just that the law mandates that the distribution of party profits must be based on a sense of justice. So neither party feels aggrieved because of the actions of one of them.

From the point of view of Islamic law, this "bettonan" contract can be included in the category of muzaraah contract, both seeds or seeds from land owners (muzaraah) or from tenant farmers (mukhabarah). This contract contains elements

of mutual willingness from both parties, it is clear what will be planted and managed in agriculture, the management period has been standardized, for one harvest, about three to four months, and there is a clear distribution of results, which is 80% for the land owner. and 20% for tenant farmers.

Conclusion

In essence, "bettonan" contract transactions in agricultural management are very effective in boosting the economy of tenant farmers. Because the profit-sharing system of 80%:20% is very profitable for the tenant farmers, even though the form of the contract is very extreme, i.e. all management costs are borne by the tenant farmers. The comparison for the 'bettonan' contract is the form of a project system that ends up being very profitable for the land owner.

Legally, the "bettonan" contract does not conflict with Law No. 2 of 1960 concerning Agricultural Land Production Sharing Agreements or with Islamic law. Because in it already contains sharia values, namely helping each other (ta'awun) among others in goodness and also the existing assets are not only circling among the rich. With this management contract, there will be economic equity.

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