

Practice Of Fertilizer Debt With a Profit Sharing Return System In Badan Usaha Milik Desa (BUMDes) Sharia Economic Law Perspective

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Abstract:

Badan Usaha Milik Desa (BUMDes) are village business institutions established with the aim of strengthening the village economy which is managed by the community and village government and is formed based on the needs and potential of the village. There are various types of businesses that are run. One of them is HIPPA which involves several contracts. In terms of Sharia Economic Law, the use of the chosen contract must be in accordance with its implementation. If there is a merger of contracts, the law of origin of the contracts must be clear. This research uses an empirical research type, using a qualitative approach with logic and theoretical truth as well as a sociological and anthropological approach when conducting a survey for the collection of legal materials. The results of this study are 1) BUMDes in Kenongo village implements a debt and credit system with a return for profit sharing by dividing the harvest that has been obtained by farmers. 2) Repayment of fertilizer debt in addition to using the qardh contract, there is another contract, namely the mudhorobah contract so that both of them will relate to the application of multi contract in accordance with sharia economic law or not.

Keywords: Badan Usaha Milik Desa (BUMDes); Multiakad; Sharia Economic Law.

Introduction

Badan Usaha Milik Desa (BUMDes) are village business institutions with the aim of strengthening the village economy which is managed by the community and village government and is formed based on the needs and potential of the village.¹ The way BUMDes works is to manage a business entity which contains the economic activities of the community to bring them in a more productive direction and not harm each other. So, BUMDes accommodates the original potential of villagers to develop and have a better economy than before. If the community cooperates with each other and has the same vision and mission to direct a quality village. In fact, the village is the hope for all communities where agricultural land has begun to run out while the need for food will always increase. In Islamic law, we as creatures of Allah SWT must carry out all actions

¹ Departemen Pendidikan Nasional Pusat Kajian Dinamika (PKDSP), *Buku Panduan Pendirian Dan Pengelolaan Badan Usaha Milik Desa (BUMDes)*, (Fakultas Ekonomi Universitas Brawijaya, 2007), 4.

in accordance with the norms and rules of the main source of Muslims, namely the Qur'an and Hadith.

Both are used to regulate human behavior in society. So that humans can distinguish between good and bad. Islamic law regulates human life as a whole. Human relations with Allah SWT in the field of worship and human relations with other humans in the field of muamalah will give rise to rights and obligations.² The goal is not to fall into something that is haram or not allowed. So we have to pay close attention to what process we do. As the word of God in Surah Al-Baqarah (2) verse 278 : "*O you who believe, fear Allah and leave the rest of riba if you are believers.*" In Islamic economic law, there are principles in carrying out all activities to be carried out. The most important principle is based on divine values where these values do not lead to anything false because they are in harmony with the provisions of Allah SWT. In addition, the existence of freedom of transaction means that the parties are given the opportunity to determine the model of the transaction they will carry out, whether in the form of the contract, object, time or place of the transaction. Allowing freedom of transaction does not mean that all means are legalized, but there are exceptions, if it is permissible to make what is unlawful or forbid what is lawful, it is not permissible. This freedom must also be exercised on the basis of mutual consent of each other. In fact, the prohibition does not only come from the substance, but what is often underestimated is the procedure or the way in which the muamalah is carried out is a false way. Such as, through fraud, gambling, coercion, even the additional required interest.

One of the villages that have BUMDes Kenongo, Tuban, East Java. The BUMDes in Kenongo village was officially established on 28th October 2019. However, before it was inaugurated, it was already running even though it had not been officially formed as a business entity. This BUMDes has several businesses, namely in the fields of HIPPA (Water User Farmers Association), Rice Packaging (selep), and animal husbandry. The beginning of the establishment of BUMDes in Kenongo village was the initiative of several villagers who felt that they had very minimal profits when their businesses were run by entrepreneurs. The residents of Kenongo village are all Muslims, so they try to manage BUMDes according to sharia guidelines to avoid riba. The majority of the population's livelihood is farmers. Several residents held a discussion and came up with a solution, namely by establishing a BUMDes in this village so that it could be separated from outside businessmen.

The way of working that is practiced by outside entrepreneurs with an interest system and losses are borne by the farmers in the village. After the existence of BUMDes, the economic condition of the community is getting better than before because the profits are getting more and more. Most of the Muslims in Indonesia also live in rural areas. The wheels of the economy are driven through economic institutions managed by the village. Although Kenongo BUMDes is a new business entity, progress has been made by being involved with village farmers. So, the agricultural sector has seen progress. Starting from the desire of the village community and the potential to manage and generate market demand. So, this assistance from BUMDes can increase the role of rural communities in managing village income sources. BUMDes

² Abdul Manan, *Hukum Ekonomi Syariah Dalam Perspektif Kewenangan Pengadilan Agama*, (Jakarta: Kencana, 2012), 71.

management funds are obtained originally from the village community as well as assistance from the central government.

Over time, the Covid-19 virus and floods emerged which caused farmers' harvests to not be what they used to be. Kenongo village is often flooded because it is close to a river and there is no embankment covering it. The flood was also sudden due to unstable weather. So, the farmers also cannot predict when the flood will occur. In addition, the assistance from the government that did not come down was because it was to help other covid victims. To continue managing the land, BUMDes took the initiative to find donors who were willing to help run the village program. Then, to assist the farmers in continuing their business in the fields, BUMDes provided assistance in the form of fertilizer debts to residents and returned not in the form of nominal fertilizer prices but for the results of the following year's harvest. This becomes a question in the research whether the contract used is valid because the difference between the first contract and the second contract has one object that must be accounted for for its legal consequences. In addition, the fertilizer debt given to residents and replaced with harvest sharing has the same value for both parties or will only benefit one party and the other will be harmed.

From the explanation above, this research is very important to find out how the BUMDes fertilizer debt system in Kenongo village with profit sharing returns is in accordance with sharia economic law or not. The contracts they carry out are appropriate or not, as well as the method of implementing the mixed contracts chosen in their implementation. If you already know the results, it can be a re-learning for future practice. There are several problems that can be identified how is the fertilizer debt practice system in BUMDes Kenongo, Tuban, East Java and how is the process of return for fertilizer with a profit sharing in BUMDes from the perspective of sharia economic law. Based on the problems that have been stated, the objectives of the researchers are as follows to describe the practice system of fertilizer debt in BUMDes Kenongo, Tuban, East Java and o find out the process of return fertilizer debt with a profit sharing in BUMDes from the perspective of sharia economic law.

Research Method

In this research, the author uses a qualitative approach with logic and theoretical truth that is applied to a reality that occurs in society indirectly and also obtains data using a sociological and anthropological approach when conducting a survey. The qualitative approach deals with the unique nature of social reality and the attitudes of people who carry out their daily activities. With this approach the author cannot add or subtract data because the author compares the theory with events in the field as it is.³ This research is included in field research or empirical, namely research conducted directly in the field or respondents. This research aims to study in detail starting from the background to the current state and the interaction of the environment, whether individuals, groups, institutions, or society.⁴

³ Beni Ahmad Saebani, *Metode Penelitian*, (Bandung: Pustaka Setia, 2018), 59.

⁴ Iqbal Hasan, *Pokok-Pokok Materi Metodologi Penelitian dan Aplikasinya*, (Jakarta: Ghalia Indonesia, 2002), 38.

Finding and Discussion

System Practice Fertilizer Debt in BUMDes Kenongo, Tuban, East Java

In Indonesian, multi contracts means more than one contract or multi contracts. In general, multi contracts are known as hybrid contracts. In fiqh, multi contracts are called *al-'uqud al-murakkabah*. *Al-'uqud* is the plural of the word *al-'uqd*. Akad comes from Arabic, namely عقد which means binding, connection, and agreement. While in terms according to some scholars, namely:⁵ 1) According to the Madzhab Syafi'i, Maliki, and Hanbali, contract is someone who does everything with the intention to do it either because of one will, such as waqf, divorce, oath, or caused by two people, such as buying and selling, pawning, and leasing; 2) According to the Madzab Hanafi, contract is a bond between ijab and qabul in accordance with syara 'then it will have legal consequences on the object used; 3) According to the Wahbah az-Zuhaili, contract is an agreement between two people that gives rise to legal consequences, both obligations, transfers, transfers, and cancellations; 4) Menurut Hasbi As-Siddieqy, contract is an agreement that occurs after the implementation of the qabul agreement on the willingness of both parties which has been justified by syara'.⁶

The pillars and terms of a multi contracts are the same as the pillars of a contract, namely:⁷ a) Aqid (people who have a contract). Aqid must be Islamic, baligh, reasonable, competent in law, and not under guardianship. The person who has this contract certainly has the right or obligation in the course of the contract.; b) Ma'qud 'alaih (objects that are contracted). Objects that are used as objects in the contract such as objects sold in buying and selling, pawning, or hibahs as long as they contain benefits; c) Maudu al-'aqd (the purpose of the contract) each contract has a different purpose. Like a sale and purchase contract, the goal is to transfer the goods from the seller to the buyer and then replace them. The purpose of the hibah is to transfer ownership rights to someone else without a substitute, and so on. The purpose of the contract takes place in accordance with the agreement justified by syara; d) Sighat al-'Aqd (ijab qabul). Statements from both parties regarding the agreement to be executed. Sighat can be done verbally, in writing, gestures, or actions that have become a habit in the ijab qabul.

The BUMDes of Kenongo village has several businesses, namely in the fields of HIPPA (Water User Farmers Association), Rice Packaging (Selep), and Livestock. This research focuses on the BUMDes business in the field of HIPPA (Water User Farmers Association). In its business in the field of HIPPA (Water User Farmers Association), BUMDes sells various types of fertilizers needed by farmers to make it easier for farmers to search for fertilizers so they don't go to far places. Then the farmers who are experiencing losses want to continue their business with fertilizer debts to BUMDes. The contract used is accounts payable while the return uses a profit sharing system because the BUMDes business in the field of HIPPA (Water User Farmers Association) is also related to the harvests of farmers which aims to be developed by BUMDes through selep owned by BUMDes. The procedure for accounts payable between farmers and BUMDes is carried out directly without going through an intermediary. Farmers who have a debt goal will meet with BUMDes employees in the HIPPA (Water User

⁵ Wahbah Zuhaili, *Al-Fiqhu Al Islam wa Adillatuhu*, (Jakarta: PT BMI, 1999), 80-82.

⁶ Hasbi As-Siddieqy, *Pengantar Fiqh Muamalat*, (Semarang: Pustaka Rizki, 2001), 26.

⁷ Samsul Anwar, *Hukum Perjanjian Syariah Studi Tentang Teori Akad Dalam Fikih Muamalah*, (Jakarta: Rajawali Pers, 2007), 96.

Farmers Association) section and report how much fertilizer is needed. Then the total price of all fertilizers given to farmers will be added up. Here's how to apply for and receive debt between the lender (muqridh) and the borrower (muqtaridh): 1) Farmers apply for fertilizer debt to the BUMDes office; 2) After obtaining approval, the farmer will come to the BUMDes office; 3) From the BUMDes office, it will be directed to the field of HIPPA (Water User Farmers Association), because farmers aim to fertilizer debt; 4) Then the farmer will explain how much fertilizer is needed and will be totaled as a whole; 4) After totaling the whole, the farmer will make a qardh contract with the BUMDes treasurer; 5) The farmer said *"I owe this amount of fertilizer and I will return it after I harvest."*; 6) The BUMDes answered *"Sure, I will accept it"*; 7) Next, the BUMDes will hand over the fertilizer that is owed by the farmers directly and will be taken by themselves at the BUMDes shop; 8) Over time, after the farmers harvest, the BUMDes will check the yields of the farmers who owe them. At this time, the farmer wants to pay off the debt by sharing the results of the harvest obtained and getting approval from the BUMDes; 9) During the repayment process, the farmers' harvest will be brought to the BUMDes selep to pay the farmers' fertilizer debt to the BUMDes. So, farmers pay by sharing the results of the harvest obtained and then part of it will be given to BUMDes; 10) After the harvest is stopped, it will be divided based on the amount of debt given to the farmer without taking profit.

The BUMDes always approves the request for debt from the farmers because they believe that the farmers will be trustworthy in running their business and will produce maximum results, unless there is an unexpected natural disaster. Because the residents start a business at the same time, it's not just one or two people who are in debt, but almost half of the people living in Kenongo Village. Therefore, the stock of BUMDes fertilizer was getting depleted day by day, then they submitted assistance to the local village and district governments to send financial assistance to Kenongo Village. The initial funds obtained by BUMDes amounted to Rp. 300,000,000,- (Three Hundred Million) has been used up to buy equipment in HIPPA. Due to lack of funds, the solution is to find donors who are willing to help BUMDes. After getting a donor, the BUMDes buys various kinds of fertilizer shortages that are needed by the village community, then it will be given after checking on the list of who will owe fertilizer and how much is needed.

The next day the BUMDes will contact the farmers one by one to come to the BUMDes to collect the necessary fertilizer. After that, fill in the list in the debt book accompanied by the farmer's signature and a stamp as proof of the agreement to have made debts to BUMDes in the form of fertilizer. *"The fertilizer debt provided by BUMDes really helps the local villagers to continue the management of the rice fields so that they are not empty. Sometimes BUMDes employees also visit the rice fields of some farmers and ask about the progress of the harvest that will be obtained. The farmers assured the BUMDes that the harvest next month would be better, but in reality it was, because the weather was very favorable. Farmers also offer BUMDes for fertilizers that have been owed to farmers to be replaced with harvests obtained the following month. Then the BUMDes agreed."*⁸

The statement above is from a farmer who owes fertilizer to BUMDes. From the statement above, the BUMDes agrees to return the fertilizer debt with the profit sharing from the harvest obtained. Both are pleased with each other without any coercion from

⁸ Samsudin, Wawancara, (Kenongo, 5 Januari 2022).

anyone. Since the agreement between the farmer and the BUMDes regarding the return of the fertilizer debt, the mudhorobah contract automatically enters the qardh contract. The profit-sharing process is to see how the condition of the rice is after the sale, because the BUMDes does not receive the rice before knowing whether the rice is good or not. The goal is to find out the price of rice in general, if the quality is high, the price is expensive, otherwise if the quality is low, the price is cheap. So, this transaction consists of several agreements which can be called multi contracts, namely: a) Qardh Contract, This qardh contract is a loan given by BUMDes to farmers with a debt contract. The loan amount applied for is according to need. However, the loan here is not in the form of nominal money but in the form of fertilizer; b) Mudhorobah Contract. Mudhorobah is profit sharing between two people who cooperate. From a qard contract to a mudhorobah contract is a choice that is decided by both parties. Farmers want to pay back their fertilizer debt by sharing the results of the harvest they get.

“The method is that the rice is sold in its entirety at the BUMDes place. The selep fee is also charged to the farmer because it is still owned by the farmer and has not been divided if it has not been diselepd. Then it will be seen how much the farmer's debt for fertilizer has been nominalized at the price. After that, the price of rice will be calculated until it is equivalent to the price of fertilizer that has been borrowed. If the rice is of good quality then 30% is for BUMDes. If the quality is standard then 40% is for BUMDes. The tradition is as a farmer's thanks, usually they give more rice than the amount they owe with the intention of saying thank you.”⁹

The statement above is a statement from the chairman of BUMDes. After knowing the quality of rice, BUMDes will then add up the total fertilizer debt that has been borrowed by farmers and will combine the price of rice and fertilizer debt at that time. Then the percentage of the harvest that must be given by BUMDes will be divided and what percentage will be obtained by the farmer.

“Most of the farmers' debts with each other are almost equal, because the fertilizers needed are the same. But also see if the fields are large, the debt for fertilizers is large, but if the fields are small, the debt for fertilizers is also small. In addition, looking at the quality of rice, the majority are the same for fertilizer debts given by BUMDes, 60% for proper profit sharing for farmers and 40% for BUMDes. Sometimes farmers give extra 2 kg of rice to BUMDes as a thank you for being helped in managing the fields.”¹⁰

From the statement of one of the farmers above, it shows that BUMDes takes the option of sharing the results with the community fairly and the farmers have no objection to the profit sharing. An additional 2 kg of rice is not a requirement for farmers to repay debt, the addition is an initiative from the farmers themselves because they feel very helpful for the assistance that has been given. The following is an interview with a farmer

“If the harvest does not reach the target, then two options are given to repay the debt, so that the profit share is 30% for BUMDes and 70% for farmers. This is done so that farmers do not run out of capital for further management.

⁹ A. Thoif, Wawancara, (Kenongo, 4 Januari 2022).

¹⁰ Nur Hayati, Wawancara, (Kenongo, 5 Januari 2022).

If one of the farmers experiences crop failure, they will be given another opportunity or time to repay their debt at the next harvest. If you want to make a request for debt, it is also allowed as long as the funds in the BUMDes are still there. BUMDes also does not ask for more in return for what is owed.”¹¹

From the above expression, it shows that in practice, BUMDes' debts prioritize a sense of mutual help and do not burden each other. The method of return is also not burdensome for the parties to benefit from the other party. As the word of Allah in Surah Al-Maidah verse 2:

“And please help you in (doing) goodness and piety, and do not help in committing sins and transgressions.”¹²

The Process of Return Fertilizer Debt With a Profit Sharing System in BUMDes Sharia Economic Law Prespective

In sharia economic law the guidelines used as a reference are the Qur'an and Hadith. In addition, there is the Sharia Economic Law Compilation (KHES) which regulates qardh provisions, including:¹³ 1) Article 606 states that al qardh customers are required to return the principal amount received and the time is in accordance with the agreement. So, here the farmer returns the fertilizer debt in accordance with the agreement, namely after knowing the harvest obtained and will be divided according to the loan amount; 2) Article 608 states about the guarantee requested by the creditor to the customer if it is needed. When making a loan, you only deposit your identity without being asked for a guarantee from the BUMDes, because the BUMDes already knows the background of the local village community.

In the rules of the validity of multi contract, the correct implementation of multi contract is to separate the main contract which is tijari (*iqdishad*) aiming to gain profit and the main contract which is tabarru' (*ta'awun*) aimed at helping others. There are 3 (three) rules that must be considered in the correct implementation of multi contracts, namely: 1) Not allowed to combine two or more principal contracts in one transaction. The two main contracts cannot be combined into one, because each contract has different characteristics and has its own legal impact, so that if combined it will create legal uncertainty. The merging of two main contracts is likened to two leaders in one community where there will be confusion over whose order will be carried out. Likewise, if the two main contracts are used simultaneously, it is impossible to choose which contract will be used as a guideline by the contract actors and the legal implications of the contract cannot be ascertained. There are three main types of tijari contracts, namely buying and selling (*ba'i*), *ijarah*, and *syirkah*. Sedangkan akad pokok tabarru' ada tujuh macam, yaitu Qard (hutang-piutang), 'Ariyah (pinjam meminjam), Infaq (penyisihan harta), Sedekah (pemberian sukarela), Zakat (pemberian wajib), Wakaf (harta untuk umum), dan Hibah (pemberian cuma-cuma). While the main tabarru' contracts are of seven types, namely *Qard* (debts), 'Ariyah (borrowing), *Infaq*

¹¹ Suyatno, *Wawancara*, (Kenongo, 5 Januari 2022).

¹² QS. al-Maidah (5): 2.

¹³ Kompilasi Hukum Ekonomi Syariah

(set aside), Alms (voluntary giving), *Zakat* (compulsory giving), *Waqf* (public assets), and *Hibah* (free gift)¹⁴

2) Not allowed to combine two or more principal contracts that have different purposes in one transaction. Types of two or more principal contracts that have different purposes cannot be combined in one transaction. If in one transaction the principal *tijari* contract meets the *tabarru'* principal contract, then one of them must relent by bringing the contract to the *tabarru'* area or to the *tijari* area. This is determined at the time of *ijab qabul* to avoid elements of *gharar* and violate the principle of *tauhid*. So, the perpetrators of the contract already know the intention or purpose of implementing the contract to be carried out fairly.¹⁵ 3) Allowed to use two main contracts interchangeably. Several main contracts can be combined but used interchangeably both *tijari* and *tabarru'* although the process takes quite a long time. For example, the *'ariyah* contract which is followed by a sale and purchase contract. Users of goods will be given the convenience of trying the goods for one month for free, then the following month the users of goods are given the choice to continue with the sale and purchase contract or *ijarah* contract. Another example is someone renting out his house for three months, then the fourth month is followed by a new contract, namely buying and selling. So, there is always a new contract if you have completed the first contract instead of combining it into one contract because it will lead to unclear which contract will be used as a guide during the implementation of the contract. That is the reason for the prohibition of two contracts in one transaction. The meaning of the *hadith* of the Prophet SAW is that it is forbidden to combine two main contracts in one transaction. If the main contract is combined with an additional contract or the use of two main contracts but is carried out alternately, then it is not included in the prohibition of the *hadith* of the Prophet Muhammad. Because, the *illat* prohibition of two contracts in one transaction is to cause *gharar* and ambiguity.¹⁶

Various Kinds of Multi Contract, There are: 1) Dependent Contract or Terms Contract (*al-'uqud al-mutaqabilah*), namely multi contracts where the second contract responds to the first contract. Whether the first contract runs or not depends on the perfection of the second contract with a reciprocal process. So, the two contracts depend on each other, such as the *tabarru'* contract and the *tabarru'* contract, the exchange contract and the exchange contract, the exchange contract and the *tabarru'* contract.¹⁷ 2) Collected Contract (*al-'uqud al-mujtami'ah*), namely two contracts that are merged into one contract. This can happen if two contracts have different legal consequences, in one contract there are two objects with one price, two objects with two prices, or two contracts in one contract with different laws on one object either at the same time or at different times by giving one contract. reward. For example, "I am selling this motorbike and I will rent another motorbike to you for two months for one million rupiah."¹⁸ 3) Contradictory Contracts (*al-'uqud al-mutanaqidah wa al-mutadadah wa al-mutanafiyah*), namely contracts that have their respective meanings. *Mutanaqidah*

¹⁴ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, (Yogyakarta: CV Orbittrust Crop, 2014), 136.

¹⁵ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, 137.

¹⁶ Abdulahanaa, *Kaidah-Kaidah Keabsahan Multiakad (Hybrid Contract)*, 140.

¹⁷ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 94.

¹⁸ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 95.

means the opposite of the first argument and the second argument. the meaning of *mutanaqidah* is: a) Two things that contradict each other, if there is a presence then one demands the absence of the other and vice versa. Like, between submitting and withdrawing; b) Two things that cannot unite together or separate at the same time. Like the presence and absence of a person. If there is absence, then there is no presence, but if there is a presence there is no presence; c) Two things that contradict each other.

Mutadadah are two things that cannot happen at the same time, like day and night. In terms, *mutadadah* is: 1) Two things that cannot be combined at the same time and maybe both can be lost even though there are differences in their nature. For example black and white; 2) Two things that have the nature of replacing each other on an object that is impossible to put together, for example black and white; 3) Under certain conditions, mutual acceptance and denial in general. For example, black and white. *Mutanafiyah* literally means to deny. Meanwhile, in terms, *mutanafiyah* is: a) Two things that are impossible to unite at the same time on one object. Like black and white; b) One object that has a different state. Like moving and still; c) Two things that are impossible to meet in one object, one place, and one time. For example, there is and is not impossible to unite in one place, time and object. According to scholars, the type of multi contract *al-mutanaqidah wa al-mutadadah wa al-mutanafiyah*, namely: 1) Every two contradicting contracts cannot be combined in one contract, because one thing with one name is not suitable for the opposite thing; 2) Two mutually negating causes will lead to the same result; 3) Two contradictory contracts should not be combined because in practice and the legal consequences will be opposite; 4) The collection of buying and selling contracts and *sarf* is *haram*. The Maliki Madhhab is of the opinion that the contract is null and void. The reason is that the two laws deny each other. In buying and selling, it is permissible to delay and *khiyar*. While in *sarf* it is not allowed; 5) Between buying and selling with *ijarah*, and buying and selling with *sarf* in return (*iwad*). The first opinion is that both contracts are void because the laws are contradictory and there is no priority over the other contracts because both contracts are invalid. The second opinion is that the contract is valid if both contracts have rewards at the price of each contract object.¹⁹ 6) Different Contracts (*al-'uqud al-mukhtalifah*), namely two contracts that have different legal consequences into one. For example, the difference in legal consequences between leasing and buying and selling. In buying and selling there is no time provision, while there is a lease. Another example, between the *ijarah* contract and greeting. The *salam* price must be submitted at the time of the contract, while the rental price does not have to be submitted in the contract.²⁰ 7) Similar Contracts (*al-'uqud al-mutajanisah*), namely multi contracts that have one or more types of contracts that cannot affect the legal consequences. For example, a sale and purchase contract with a sale and purchase contract, or several types of buying and selling and leasing contracts.²¹

Multi contract have a different legal status from stand alone contract. Examples of buying and selling contracts and *salaf* which are forbidden by the Prophet Muhammad, but if the contract is separated from the implementation of the contract then it is

¹⁹ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 95-98.

²⁰ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 96.

²¹ M. Yunus, "Hybrid Contract (Multi Akad) Dan Implementasinya Di Perbankan Syariah" *Jurnal Peradaban dan Hukum Islam*, Vol. 2, No. 1, (Maret 2019), 98.

allowed.²² As said by al-Syatibi *“Research on Islamic law shows that a collection of several contracts with separate contracts has different laws.”*

From the arguments above, it can be concluded that the law of constructive contracts is not a guideline for the multi contract law. In fact, the principle of multi contract is permissible and the law is seen from the contract law that builds it. So, as long as the contracts that are built are lawful, they are considered permissible. Even though there are multi contracts that are forbidden in the nash and hadits, there are exceptions. The exception law in the practice of multi-contract cannot be applied because it is not in accordance with syara'. The legal status of the origin of multi contracts is still disputed by some scholars', there are scholars who forbid it and some allow it. In the opinion of the four Madzhab of thought, multi contract are legal in syara'. The reason is that the original law of the contract is permissible as long as there is no evidence that forbids it. Ibn Taymiyyah is of the opinion that as long as Allah and His Messenger do not forbid it, then the law of muamalah in the world is permissible. Likewise Ibn al-Qayyim that the contract law and conditions are valid if there is no prohibition from religion.²³ The legal basis that is used as a reason for the scholars to allow multi contracts, among others:

a. QS. Al-Maidah:1

*“O you who believe, fulfill those contracts.”*²⁴

In this verse, Allah commands his people to fulfill the contract between them. The word contract which is meant in general, is not aimed at a particular contract. So, all contracts are in principle allowed by Allah and believers are obliged to fulfill them.

b. QS. An-Nisa:29

*“O you who believe! Do not eat each other's property in a false way (not true), except in trade which is carried out on the basis of consensual between you.”*²⁵

The verse above explains that commerce must be carried out voluntarily and carried out in the right way, which means carrying out something that is lawful and does not involve unlawful objects in it, such as pork, khamr, and other unclean goods, so the activities they carry out are based on their willingness and according to the instructions of Al -The Qur'an is legal. So, the law of origin of the contract from the verse is permissible.

c. QS. Al-Baqarah:275

*“Allah has permitted buying and selling and forbidden riba.”*²⁶

²² Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 165.

²³ Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 166.

²⁴ QS. al-Maidah (5): 1.

²⁵ QS. an-Nisa' (4): 29.

²⁶ QS. al-Baqarah (2): 275.

The verse above explains that all forms of buying and selling are lawful by Allah, unless there is a proof that forbids it. Therefore, activities related to material transactions as long as they are lawful are allowed.

d. Kaidah Fiqih

الأَصْلُ فِي الْمُعَامَلَةِ الْإِبَاحَةُ إِلَّا أَنْ يَدُلَّ دَلِيلٌ عَلَى تَحْرِيمِهَا

“The original law in all forms of muamalah is permissible unless there is evidence that forbids it.”²⁷

The kaidah fiqh above explain that all forms of muamalah social activities related to halal objects are allowed, unless it has been declared haram in it. Based on the legal basis above, it shows that the law of origin of the contract is permissible, and the merging of two contracts is allowed because there is no evidence forbidding it. Most of the arguments that prohibit there are elements of haraam that are clear, such as gharar and riba. Among the scholars of Zhahiriyyah stated that the original law of the contract is prohibited or canceled, unless there is a proof that allows it. The reason they expressed that Islam has become a perfect religion, everything that humans need has been explained. Every act that is carried out with its own provisions and is not in the verse of the Qur'an then, has exceeded the limits of religion.²⁸ As the word of Allah in Surah al-Baqarah:

“Whoever transgresses the provisions of Allah, then they are the wrongdoers.”²⁹

The arguments that are used as the basis of the scholars of Zhahiriyyah can be broken by other arguments that are stronger and relevant to the condition of the people who are experiencing developments, especially in the field of muamalah and the activities of financial institutions. The arguments that argue that the law of the origin of the contract is allowed to prove that religion does not limit humans in muamalah affairs as long as it does not violate syara'. Religion makes it easy for humans to innovate to make it easier for them to muamalah in everyday life. Islam never makes it difficult for its servants both in the field of worship and muamalah. From the development of the times, science and technology are increasingly sophisticated, the field of muamalah must also undergo changes and the discovery of contracts is absolutely necessary.

From the explanation above, it can be concluded by using the muqaranah and tarjih methods that the opinion that punishes the contract can have a stronger status and clarity of meaning contained in it. The purpose of the first opinion is also in accordance with the sharia to facilitate and lighten the human burden in making innovations in the field of muamalah. As well as its relevance to the development of the modern transaction contract era which is needed to fulfill daily life. So, the permissibility of multi contracts is based on the legal principle that the origin of the contract is permissible and confirms the law of the contracts that build it. In addition, multi contracts must pay attention to the limitations so as not to fall into things that are unlawful. These limits should not be

²⁷ A. Djazuli, *Kaidah-Kaidah Fikih*, (Jakarta: PT Grafindo, 2006), 129.

²⁸ Hasanudin Maulana, “Multiakad Dalam Transaksi Syariah Kontemporer Pada Lembaga Keuangan Syariah Di Indonesia”, *Al-Iqtishad*, Vol. 3, No. 1, (Januari 2011), 170.

²⁹ QS. al-Baqarah (2): 229.

violated in carrying out muamalah practices even though multi contracts are allowed. The agreed limits include:³⁰

1. Multi contract is prohibited by religious nash

Contract is allowed if both parties know the object, price and time. If there is ambiguity then the contract is unlawful. Imam Shafi'i gives an example of someone who wants to buy a house for a hundred, on the condition that he gives a debt (*salaf*) of one hundred. So it is not clear whether this contract is paid one hundred or more. Because one hundred given is a debt (*'ariyah*), so the use of one hundred is not clear whether the benefit is from buying and selling or debt. In a hadith the prophet has also explained three forms of prohibited multi contracts, namely buying and selling contracts with debt, two buying and selling contracts in one sale and purchase contract, and two transactions in one transaction. The hadiths that reads:

هَكَذَا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعَتَيْنِ فِي بَيْعَةٍ

"The Prophet of Allah forbade two transactions in one transaction."

2. Multi contract as hilah ribawi

Hilah ribawi in multi contract can occur through buying and selling 'inah or hilah riba fadl. Buying and selling 'inah, for example, someone sells a price of one hundred in installments on the condition that the buyer must sell it for eighty in cash. Or vice versa someone who buys goods at a price of eighty if cash, but for one hundred if done on credit. Both will bring up riba fadhl or nasl. Meanwhile, hilah riba fadl at the time of the prophet was prohibited. He said when selling dates between low quality and perfect quality had to be paid separately at different prices. Perfect quality 1 kg of dates cannot be equated with 2 kg or more of low quality dates. According to Ibn Qayyim, the second sale and purchase contract is not a perfect condition for the first sale and purchase, but is independent. Another example is someone who sells 2 kg of rice for ten thousand on the condition that he must buy it at the same price but with a larger quantity of rice, for example 3 kg. transactions like this are examples of hilah riba fadl which is forbidden.³¹

3. Multi contract lead to falling into riba

Every multi-contract that leads to riba is haram. Even though the contracts that build it are legal or permissible. Examples of prohibited multi contracts are salaf multi contracts and buying and selling. The Prophet Muhammad forbade multi contracts between the salaf and buying and selling to prevent riba transactions. The majority of scholars also prohibit the practice of qardh with hibahs. A person who gives a debt to another person with the intention of asking for a gift or reward that is required from the person who borrows it is haraam. However, if the gift is given voluntarily without any conditions from the person lending it, then the law is lawful.³²

4. Multi contract consisting of opposite contracts

³⁰ Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 181.

³¹ Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 182.

³² Yosi Aryanti, "Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah", *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 182.

The majority of Malikiyah scholars forbid carrying out multi contracts which are contradictory in terms of the legal consequences. Such as buying and selling and salaf. Buying and selling is a contract that takes into account profit and loss, while the Salaf emphasizes the nature of helping others with noble goals. So, buying and selling contracts with contracts that aim to help others such as *ju'alah*, *sharf*, *musaqah*, *syirkah*, and *qiradh* cannot be combined. According to the scholars, both have legal differences that will eliminate the validity of the contract.³³

Thus, as long as multi contracts are within their limits, such as multi contracts which are not prohibited by religious texts, multi contracts do not consist of contradictory contracts (combining commercial contracts or *tijari* contracts with *tabarru'* contracts, which are social contracts), and multi contracts that do not there is an intermediary to something that is haram, whether it is justifying what is unlawful or forbidding what is lawful. So, the application of multi contract does not conflict with sharia and is allowed. If you look at the contracts used by BUMDes, there are two main contracts that have different purposes, namely the *qardh* contract which should be *tabarru'* and the *mudhorobah* contract which should be commercial. The type of multi contract used is a dependent contract or conditional contract (*al-'uqud al-mutaqabilah*), namely the second contract responds to the first contract.

The perfection of the contract is seen from the second contract which responds to the first contract. In the implementation of the two contracts which have different purposes, both of them have agreed that the purpose of using the *mudhorobah* contract is *tabarru'*, so the two contracts are brought to the *tabarru'* area. In a cooperative relationship between two people, apart from money capital, trust is also very important. BUMDes fully trusts farmers in carrying out their business and will be fully responsible. The attitude of responsibility and trust must be emphasized in a person in doing work to uphold professionalism at work. As contained in the letter Al-Hasyr verse 18:

*“O you who believe, fear Allah and let everyone pay attention to what he has done for tomorrow (the hereafter) and fear Allah. Verily Allah is thorough in what you do.”*³⁴

In addition to responsibility, honesty is very important, namely honesty between parties, avoiding bankruptcy between them and a sign for believers. At work, someone who is honest and loyal to his duties will avoid an attitude of distrust between parties. As in the case of repaying debts, the parties must know the correct amount to be paid and neither party will take advantage of it for personal gain. As the word of Allah in Surah An-Nahl verse 105

*“Indeed, those who fabricate lies are only those who do not believe in Allah and they are the liars.”*³⁵

³³ Yosi Aryanti, “Multi Akad (al-'Uqud al-Murakkabah) Di Perbankan Syariah Perspektif Fiqh Muamalah”, *Jurnal Ilmiah Syariah*, Vol. 15, No.2, (Juli Desember 2016), 183.

³⁴ QS. al-Hasyr (59): 18.

³⁵ QS. an-Nahl (16): 105.

Although in the loan agreement the farmers and BUMDes use two contracts, namely the qardh contract, which is a tabarru' type of contract, while the mudhorobah contract is a tijari contract, both of which are haraam when combined. But in practice, in Kenongo BUMDes, both contracts have the same motive, which is to be brought to tabarru'. Even though the contract is not separate, namely by establishing a new contract in the middle of the qardh contract that has not been completed and both of them are collected in multi contracts on the managed rice harvest. However, its implementation does not violate the multi-contract rules and fulfills the standard of multi contract boundaries and the type of multi contract used is legal. So, the multi-contract law applied by the BUMDes of Kenongo village to debts with a return for profit sharing is legal or permissible.

Conclusions

Badan Usaha Milik Desa Kenongo implement a debt and credit system with a return for profit sharing by dividing the harvest that has been obtained by farmers. The nominal submitted by the farmer is in accordance with the nominal price of the fertilizer that has been owed, then replaced with the harvest after the sale. The goal is to determine the quality of the harvest obtained. After that it will be divided according to the amount of fertilizer owed through harvest sharing. Even though in the debt agreement the farmers and BUMDes use two contracts, namely the qardh contract, which is a tabarru' type of contract, while the mudhorobah contract is a tijari contract, both of which are haraam when combined. But in practice, in Kenongo BUMDes, both contracts have the same motive, which is to be brought to tabarru'. Even though the contract is not separate, namely by establishing a new contract in the middle of the qardh contract that has not been completed and both of them are collected in multi-contracts on the managed rice harvest. However, its implementation does not violate the multi-contract rules and fulfills the standard of multi-contract boundaries and the type of multi-contract used is legal. So, the multi-contract law applied by the BUMDes of Kenongo village to debts with a return for profit sharing is legal or permissible.

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