

Mawah Practices in Aceh: Syariah Legitimacy Based on Fatwas and Islamic Jurisprudence

Maksalmina

Pasca Sarjana UIN Prof. K.H. Saifuddin Zuhri Purwokerto, Indonesia

Email: 224120200039@mhs.uinsaizu.ac.id

Abstract

This study aims to identify *mawah* practices in Acehnese society and analyze their legitimacy based on the Ulama Consultative Council's fatwas and Islamic jurisprudence. This research employs a field research design with a normative approach, focusing on four districts in Pidie Regency. Data were collected through observations and interviews with landowners and cultivators and analyzed using the Miles and Huberman model. The analysis is grounded in relevant Islamic jurisprudential principles, such as *qiyas* (*muzara'ah* to *mudharabah*) and the rule of *al-ashlu fi al-muamalat al-ibahah hatta yadulla ad-dalilu ala khilafihi*. The findings show that *mawah umong* (rice fields) is a collaborative contract between landowners (*malik*) and cultivators, where profit-sharing agreements are based on the harvest yield, the land's condition, and its location. *Mawah umong* is categorized into five types: *mawah pajoh asoe*, *mawah bulueng dua*, *mawah bulueng lhee*, *mawah bulueng peut*, and *mawah bulueng limeng*. The study confirms that most *mawah* practices fulfill the requirements of Shariah contracts and align with Islamic jurisprudence. Academically, this research contributes by validating *mawah* practices as legitimate cooperative mechanisms rooted in traditional Acehnese customs while providing a framework for their evaluation based on Islamic principles.

Keywords: *Mawah Practices, Ulama Consultative Council's Fatwa, Pidie Regency*

Abstrak

Penelitian ini bertujuan untuk mengidentifikasi praktik *mawah* dalam masyarakat Aceh dan menganalisis legitimasi praktik tersebut berdasarkan fatwa Majelis Permusyawaratan Ulama (MPU) dan hukum Islam. Penelitian ini menggunakan desain penelitian lapangan dengan pendekatan normatif yang berfokus pada empat kecamatan di Kabupaten Pidie. Data dikumpulkan melalui observasi dan wawancara dengan pemilik lahan dan pengelola, kemudian dianalisis menggunakan model Miles dan Huberman. Analisis ini didasarkan pada prinsip-prinsip hukum Islam yang relevan, seperti *qiyas* (dari *muzara'ah* ke *mudharabah*) dan kaidah *al-ashlu fi al-muamalat al-ibahah hatta yadulla ad-dalilu ala khilafihi*. Hasil penelitian menunjukkan bahwa *mawah umong* (sawah) merupakan kontrak kerjasama antara pemilik lahan (*malik*) dan pengelola, di mana kesepakatan bagi hasil didasarkan pada hasil panen, kondisi tanah, dan lokasi lahan. *Mawah umong* dikategorikan ke dalam lima jenis: *mawah pajoh asoe*, *mawah bulueng dua*, *mawah bulueng lhee*, *mawah bulueng peut*, dan *mawah bulueng limeng*. Studi ini mengonfirmasi bahwa sebagian besar praktik *mawah* memenuhi syarat kontrak syariah dan sejalan dengan prinsip hukum Islam. Secara akademik, penelitian ini memberikan kontribusi dengan mengesahkan praktik *mawah* sebagai mekanisme kerjasama yang sah dan berakar pada adat tradisional masyarakat Aceh, serta menawarkan kerangka evaluasi berdasarkan prinsip-prinsip Islam.

Kata Kunci: *Praktik Mawah, Fatwa Majelis Permusyawaratan Ulama, Kabupaten Pidie*

Introduction

Mawah is cooperation within the Acehese community regarding asset management for agriculture, livestock, fisheries and other fields that has existed since the Aceh sultanate and is still practiced today (Hadi, 2010). The agricultural spirit and culture have become the spirit of the Acehese people and have been passed down from generation to generation in a genetic chain. The agrarian sector, especially rice farming, is very important for the economy of the Acehese people. Agriculture is not only a source of food and a budget but also plays a role in supporting the community's economy. The percentage of labor in the agricultural sector in 2022 in Aceh will reach 86.90% of all working Acehese people. In line with one of the mottos in the Acehese language "*kaya meuh hana meusapeu, kaya pade meusampurna*" (having a lot of gold is nothing, only having a lot of rice is said to be perfect) (Jongejans, 2008). This proverb illustrates the condition of people who must have a large supply of rice as a means of perfect rich manifestation. Appropriate asset productivity efforts can be made by managing the agricultural sector independently or by establishing cooperation with other parties on the principle of trust (Sholahuddin, 2017).

Mawah is a collective business with the principle of profit sharing between landowners and cultivators. In practice, the land owner hands over the rights to another party to manage his assets with a mutually agreed outcome agreement. *Mawah* schemes are often carried out in cooperation in the fields of agriculture and animal husbandry, where the results are determined by deliberation. The profits are distributed according to direct and indirect management budget agreements (E. Rusanti et al., 2023). *Mawah* is an actualization of the people's economic system where the benefits have a direct impact on the economy of people who do not own private land. Apart from that, the many asset management schemes with a *mawah* pattern can also optimize the empowerment of abandoned assets by parties who need them (Maghfirah Fitri & Mardhatillah, 2023).

The pattern of *mawah* practices in various regions of Aceh is very diverse. These include rice field *mawah*, animal *mawah*, garden *mawah*, and mountain *mawah* to fishery equipment *mawah*. However, in this research the author limited it to *mawah* among/rice fields. The *mawah* rice field mechanism is that the owner hands over the land to the manager to be planted or used as another productive business with the same percentage of profit sharing between the owner and the cultivator based on the first agreement (Abdurrahman, 2015). The *mawah* concept provides a portion to the cultivator with a 50:50 share or according to the agreement between the cultivator and the land owner, which must not be violated and cause losses to the cultivator. For example, a three-part scheme, namely one part for the land owner and 2 (two) parts for the

cultivator. There is also another scheme, namely 4 (four) shares where farmers get 3 (three) shares and land owners are entitled to 1 (one) share. This kind of distribution is influenced by the location of rice fields which are far from residential areas.

The same concept of cooperation as *mawah* also exists in other regions in Indonesia, such as on the island of Java, there is a type of cooperation called *paroan*. The difference with the *mawah* practice is in the provisions for profit sharing in the *paroan*, the majority of which is 50:50 or the same profit percentage between the manager and the land owner (Darwis, 2016). Meanwhile, profit sharing in *mawah* varies more depending on the capital factors of the two parties involved in *mawah*, socio-geographical conditions, and local customary regulations. Even though the synonym *mawah* is a profit medium, which means sharing profits evenly, the implementation of profit sharing from *mawah* transactions is not always the same because the profit-sharing rules must be under local customary law regulations.

On the other hand, Aceh is a region that applies Islamic Sharia rules in line with Aceh Qanun no. 8 of 2014 concerning the Principles of Islamic Sharia, the concept of *mawah* must be in line with Islamic values and principles as well as regulations in *Syafi'iyah* jurisprudence that apply in Aceh. In contract theory, there are several forms of cooperation contracts (*syirkah*) in the agricultural sector between property owners and workers. Cooperation agreements in the agricultural sector that can be applied to *mawah* practices are *muzara'ah* and *mukhābarah*. *Muzara'ah* is a system of giving wages by land owners to cultivators of cropland whose wages are determined by a certain portion of the harvest. The difference between these two contracts is that if the seeds come from the manager, it is called *mukhābarah*, if the seeds come from the land owner, it is called *muzara'ah* (Al-Dimyathi, n.d.).

The qualifications of *muzara'ah* and *mukhabarah* contracts such as the practice of *mawah umong* are not permitted in much of the *Syafi'iyah* literature studied and used as guidelines in Aceh. The reason why these two types of contracts are not permissible according to Zainuddin al-Malibari is because of the prohibition in the *shahihain* hadith (Al-Baihaqi, 2009), as mentioned below

من لم يذر المخابرة فليؤذن بحرب من الله ورسوله

“Whoever does not leave *mukhabarah* then tell him to fight against Allah and His Messenger.”

And the hadith of Ibn Umar's ra (Al-Baidhawi, 2012)

ما كنا نرى بالمزارعة بأسا حتى سمعت رافع بن خديج يقول إن رسول الله صلى الله عليه وسلم نهى عنه

“We never saw the *muzara'ah* system at all until I heard Rafi' bin Khudaij say “Indeed the Messenger of Allah forbade it.”

The first hadith contains a *Sharīh* (clear) prohibition against the practice of *mukhabarah* and the second hadith is the basis for not allowing *muzara'ah* and other contracts that are similar to both. Thus, the strong (strong) opinion on this issue is that it is not allowed. The second reason is that the *ujrah* (salary) is something that does not exist (*ma'dum*) and the amount is uncertain (*majhul*) because what will be used as a salary to the cultivating farmers is a harvest that does not yet exist. This causes the profits to be shared from the start to be unclear. It is possible that the plant does not produce anything, so the farmer does not get anything from his work (*mukhabarah*) and the land owner does not get commensurate payment for the use of his land (*muzara'ah*) (Al-Zuhaili, 2013).

Meanwhile, in the Aceh MPU Fatwa Number 4 of 2016 concerning *Mawah*, it is stated that the *mawah* law, which has complete terms and conditions, is permissible, and if the *mawah* is *fasid* (void) then *ujrah al-misly* (market fees) apply to the property owner or manager (Majelis Permusyawaratan Ulama Aceh, 2016a). In substance, the Aceh MPU fatwa regarding *mawah* seems to contradict the theory of *mukhabarah* and *muzara'ah* in *Syafi'iyah* jurisprudence above. Moreover, there are no clear details regarding the *mawah* category with certain types of contract criteria that are permitted in the *Syafi'i* school of thought that applies in Aceh. Therefore, researchers want to examine how the practice of *mawah* occurs in Acehese society from the perspective of the Ulama Consultative Council and Muamalah according to *Syafi'iyah*.

Many previous studies have explored *mawah* through literature reviews, yet few have specifically examined its connection to Aceh MPU Fatwa No. 4 of 2016 concerning *mawah*. For example, research by Sri Sudiarti et al (2017), titled "Mawah and Cater in Aceh," focuses on the *mawah* and *cater* schemes in Ulim District, Pidie Jaya, and their contributions to the welfare of local farmers. Another study by Maghfirah Fitri & Mardhatillah (2023) investigates the existence of *mawah* in Aceh through an analysis of habitus, capital, and *Maqashid Syariah*. This research examines the current relevance of *mawah* in Aceh and evaluates its alignment with *maqashid sharia*. Similarly, Iskandar (2019), in his study titled "Analysis of Islamic Law on the Practice of Mawah in Gampong Teulaga Meuku Sa District, Aceh Tamiang," analyzes *mawah* practices within the framework of Islamic *muamalah* but does not address their compliance with Aceh MPU Fatwa No. 4 of 2016.

In light of these gaps, this study aims to specifically analyze the practice of *mawah* in Aceh in accordance with the regulatory framework established by Aceh MPU Fatwa No. 4 of 2016. Furthermore, it explores the positioning of *mawah* within the realm of Islamic *muamalah*

under the principles of Shafi'iyyah jurisprudence, offering a more comprehensive understanding of its legitimacy and implementation in Acehnese society.

Methods

This research is field study utilizing a normative approach. This type of field research is intended because the researcher wants to collect data that occurs in the field regarding *mawah* practices carried out by the Acehnese agrarian community. The location of this research was Pidie Regency, Aceh Province, and the Aceh Ulama Consultative Council Office. The data sources consisted primary data, namely the results of interviews with *mawah* practitioners, *keujruen blang*, The Chair of the Aceh MPU, books of *turrats* in the muamala fiqh, and secondary data, namely books, journals, and written works related to this research. Data was collected using interview, documentation, and observation methods and processed using the Miles and Huberman model technique.

The Meaning of Mawah

The word *mawah* is termed "*mawaih*" which means sharing the results of people working on rice fields using their equipment or to other people's livestock keepers in exchange for half of the results (Bakar, 2008). The word *mawah* comes from the Arabic sentence, namely *ihya' al-mawat* (giving life to land that is not owned). (Munardi et al., 2021) Terminologically, *Mawah* is an activity that brings profit from a business which is initiated with a policy of sharing profits from the results of the business between two mutually bound parties, namely investors and workers (Furqan & Hidayan, 2018).

Judging by the objects involved, *mawah* can be categorized into four main types, which are commonly practiced:

1. *Mawah Leumo* (Cow)

The mechanism for *mawah* cows is usually that the owner hands over the care of the animal to an expert breeder/keeper by determining the profit from its care which is then divided 50:50, 60:40, or divided according to the agreement (Furqan & Hidayan, 2018).

2. *Mawah Kameng* (Goat)

Mawah kameng (goats) is a business agreement where the owner gives his livestock to be looked after by farmers who raise goats due to limited time (busyness), insufficient land and lack of skills in raising livestock. The goat owner hands over the male goat to the breeder to keep it for a period of 3 to 6 months to sell the goat once it is fat and increases in size and weight (Ismaulina & Savitri, 2023).

3. *Mawah Lampoh* (Farm)

Mawah lampoh is a collaboration in the plantation sector between the plantation owner and the manager where the owner hands over his garden to the manager to plant certain plants until harvest time and then the harvest is divided equally (Nelly & Rahmi, 2017).

4. *Mawah Umong/Blang* (Rice Field)

Mawah umong is an agreement between the rice field owner where he hands over his rice field to the farmer to cultivate and after the harvest is divided in half. There are two mechanisms are practiced by communities in terms of management. The first is that the land owner hands over the capital while the rice field cultivator covers the nursery and all operational budgets for cultivation until harvest. Second is the landowner hands over the land and seeds, while the cultivator only contributes to cultivation and management (Hasan et al., 2020).

Muzara'ah and Mukhabarah Contracts in Muamala Fiqh

Muzara'ah etymologically is derivative of “*zara'a*” which means sowing seeds, planting, cultivating, working the land and growing. (Munawwir, 1984). Terminologically, *muzara'ah* according to Wahbah Zuhaily is a contract for investment in agricultural land between the land owner and other people who work in the investment with the condition that the harvest is divided between them according to agreed shares. (Al-Zuhayli, 1986) *Muzara'ah* is a contract agreement on agricultural land management transactions in which the owner hands over the land to another person to manage and bears the plant seeds with provisions for sharing the harvest under the agreement between the two (Hamzah, 2024).

As for *mukhabarah*, etymologically, it is a derivation of the words “*khabara-yukhabiru-mukhabaratan*” which means “*khabara al-ardh syaqqaha li al-zira'ah*” namely plowing the land for planting (Munawwir, 1984). Meanwhile, according to fiqh terminology, *mukhabarah* is almost the same as *muzara'ah*. The difference lies in the seed insurer, which in the *mukhabarah* contract is borne by the manager (Antonio, 2001). *Mukhabarah* is another name for *muzara'ah* which according to *Malikiyyah* scholars is cooperation in the agricultural sector. Meanwhile, according to Hanabilah scholar, *muzara'ah* or *mukhabarah* is giving land to people who will work on it and the harvest between them (Al-Zuhaili, 2013).

The Sharia basis for these two contracts, *muzara'ah* and *mukhabarah*, is derived from the hadith narrated by Ibn Umar (may Allah be pleased with him), which describes the Prophet Muhammad (peace be upon him) entering into an agreement with the people of Khaibar to

receive a share—specifically half—of the produce from fruits or crops cultivated on their land, thereby establishing a precedent for profit-sharing contracts in Islamic muamalah.

عَنْ ابْنِ عُمَرَ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَامَلَ أَهْلَ خَيْبَرَ بِشَطْرِ مَا يَخْرُجُ مِنْ ثَمَرٍ أَوْ زَرْعٍ
“From Ibn Umar, the Messenger of Allah (peace be upon him) made an agreement with the people of Khaibar to receive half of whatever was produced from fruits or crops.” (Al-Baihaqi, 2009)

In another riwayat narrated by Umar (may Allah be pleased with him) and Ibn Umar (may Allah be pleased with them both), the hadith continues as follows:

فَسَأَلُوهُ أَنْ يُفَرِّغَهُمْ عَلَى أَنْ يَكْفُوهُ عَمَلَهَا وَهُمْ نِصْفُ الثَّمَرِ، فَقَالَ هُمْ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: تُفَرِّغُكُمْ عَلَى ذَلِكَ مَا شِئْنَا، فَأَقْرَبُوهُمْ حَتَّى أَجْلَاهُمْ عُمَرُ رَضِيَ اللَّهُ عَنْهُ.
“Then the people of Khaibar asked him (the Prophet, peace be upon him) to allow them to stay on the condition that they would handle all the agricultural work and receive half of the dates as their share. The Messenger of Allah (peace be upon him) responded, "We will allow you to do so for as long as we wish." They continued to remain there until Umar (may Allah be pleased with him) ordered their evacuation.” (Salim, 2024)

The hadith above describes a contract between the Prophet Muhammad (peace be upon him) and the Jewish residents of Khaibar following the conquest of their territory by the Muslims. To increase the productivity of neglected land in Khaibar, the Prophet employed the local residents to cultivate the land in exchange for a share of the harvest. This profit-sharing model for land cultivation was approved by the Prophet and later served as a foundational precedent for Islamic scholars in formulating and accommodating *muzara'ah* (sharecropping) and *mukhabarah* (profit-sharing) contracts.

The scholars of the four schools of thought hold differing views regarding the conditions for *muzara'ah* and *mukhabarah*. According to the Hanafiyyah school, the responsibility for providing seeds may rest with either one of the two parties involved in the agreement. In contrast, the Malikiyyah school requires that both the landowner and the worker share the responsibility for providing seeds. Meanwhile, the Syafi'iyyah and Hanabilah schools allow for flexibility, permitting the responsibility for seeds to be borne by either or both of the parties entering into the contract (Al-Zuhaili, 2013). These differing interpretations reflect the diversity of thought within Islamic jurisprudence on the operational terms of *muzara'ah* and *mukhabarah* agreements. This plurality highlights the adaptability of Islamic law, allowing communities to implement these contracts based on their specific economic and social contexts. Additionally, it underscores the importance of aligning such agreements with the principles of fairness and mutual consent to ensure their validity under Shariah.

The Fatwa of Ulama Consultative Council Regarding Mawah

The Aceh Ulama Consultative Council (MPU) is an independent institution that is not an implementing agency for the Regional Government or DPRD. The Ulama Consultative Council has a position as a partner institution on an equal footing with the Regional Government and DPRD. This agency is tasked with providing direction, considerations, guidance, advice, and suggestions in deciding regional government policies in cases involving dimensions of Islamic law, both to the provincial regional government and directly to the people of Aceh (Adan, 2009).

MPU institutions have been established in all districts/cities in Aceh. The establishment of this ulama institution was based on Law no. 44 of 1999 Article 9 Paragraphs (1) and (2) concerning the Role of Ulama in Determining Regional Policy, which states that: "Regions form a body whose members consist of ulama and are independent whose function is to provide considerations for regional policies, including in the field of government, development, and society and the Islamic economic order." The Ulama Consultative Council has the authority and responsibility, including the authority to make proposals to the Regional Government (executive and legislative), and it is obliged to provide input and considerations in determining regional government policies from the Sharia aspect in a *kaffah* manner and provide answers to problems to the regions. Therefore, there are two functions of the MPU, namely as an advisor who provides suggestions and considerations to the Regional Government (executive and legislative) and as a supervisor of the implementation of regional policies, both in the fields of government, development, and social development as well as the legal and legal order. Islamic economics (Usman, 2023).

As the institution authorized to issue fatwas on various issues concerning Acehnese society, the Majelis Permusyawaratan Ulama (MPU) has addressed the practice of *mawah* through Fatwa Number 4 of 2016. This fatwa defines *mawah* as an agreement between the property owner and the manager, where profits are shared based on mutual agreement. The fatwa stipulates that the practice of *mawah* is permissible (*halal*) if it fulfills all required conditions and pillars. However, if the *mawah* agreement is deemed *fasid* (invalid), the principle of *ujrah al-mitsly* (market-standard fees) applies to either the property owner or the manager, or both. By issuing this fatwa, the MPU provides clear guidelines to ensure that the practice of *mawah* aligns with Islamic principles and legal standards.

Based on the fatwa mentioned above, the primary reference for the practice of *mawah* lies in its conformity with the pillars and conditions of applicable *muamalah* contracts. Specifically, in the case of *mawah* involving rice fields, its essence must align with the

principles outlined in the *mukhabarah* and *muzara'ah* contracts as interpreted by the Shafi'i school of thought. Alternatively, it may also adhere to the provisions of other recognized Islamic schools of thought that are codified within Islamic jurisprudence. This ensures that the practice of *mawah* remains consistent with established legal and ethical standards in Islam.

Mawah Umong in Pidie Regency

The Pidie Regency area is recorded as being in a wet tropical climate. This region only has two seasons, namely the rainy season, which falls in August-March, and the dry season between April-July each year. The average rainfall in Pidie Regency is 146-232 mm per year. This rainfall pattern influences agricultural potential in fluctuating areas. The majority of residents in Pidie Regency earn their living as farmers. Based on statistical data reports, the contribution of agriculture to the economy in Pidie Regency has almost reached 60 percent and experienced growth of 0.64 percent from the previous year (Dinas Pertanian dan Pangan Kabupaten Pidie, 2023).

The agricultural and food production sector holds significant potential for central development across nearly 23 sub-districts in Pidie Regency. In 2023, the rice harvest area reached 34,914.56 hectares, surpassing the 2022 harvest of 31,167.20 hectares (BPS Kabupaten Pidie, 2024). Out of a total working population of 207,832 individuals—comprising 130,617 men and 77,215 women—73,703 residents are engaged in farming. This indicates that the agricultural sector absorbs the largest proportion of the workforce compared to other sectors, such as industry, transportation services, government (civil servants), household industries, electricity, gas, drinking water, mining, quarrying, and trade. As a sector with the highest workforce absorption, agriculture contributes to diverse dynamics and operational mechanisms within the traditional Pidie community. One of these is the *mawah* system, a customary practice passed down through generations, rooted in local traditions..

Mawah is a consensus between two parties, where one party hands over rice fields or gardens, as well as livestock to the other party, to be managed or cultivated, and the harvest is divided equally (Syamsuddin, 2018). The term *mawah* in the traditional community of Pidie Regency refers to a pattern of cooperation between property owners and workers which is expressed verbally without any written records. Transactions using this *mawah* cooperation pattern are applied by the community in various fields. For example, in the fisheries sector, where the fish pond owner hands over his pond to be cultivated by another person with joint responsibility for the nursery, if the harvest is shared 1:1 or 1:2, and 1:3 if the pond manager bears the seedlings. This pattern is also applied in the plantation and business sectors, where

shop owners hand over their shophouses to other people with rental fees paid from annual sales profits.

As stated in the researcher's interview with Geuchik Abah (Abbas), who serves as the *kejruen blang* (head of rice fields) in Batee District: "Mawah ijih ketergantungan antara ureung po ngen ureung mawah apabila geupeumawah blang meuria bak long nyan na ketentuan bagi, na bagi lhe na bagi dua" ("Mawah is a dependency between the owner and the person managing the mawah. For example, if someone entrusts the blang meuria (a rice field) to me, there are provisions for distribution: one-third for the owner and two-thirds for the manager") (Kejruen Blang of Batee District, 2024).

Mawah is a contractual agreement made verbally between the land owner and the cultivator whose profits are determined according to how much harvest is obtained and the condition and location of the rice fields to be cultivated. The condition of fertile rice fields and easily accessible locations greatly determines the share between rice field owners and sharecroppers. It was conveyed by M.Nur who is a sharecropper that "*siwa mawah nyan menurut jeut pade, menurut pade nyan maksud jih bagian padum secara gasa jih, siwa mawah nyan menurut blang, menye kamo blang nyan bagian lhee, menye jioh bacut bagi peut, dan tanyo yang jet tapeugah ta bagi jakeut ile baro tabagi.*" (The *siwa mawah* depends on the rice, which means the share depends on how many tons of rice harvest there are. If it's here, for example the rice field, the result is divided by three, if it's a little further away, the result is divided by four, later when it's harvested, the results are a percentage for zakat first and then each portion is determined).

The absence of the *mawah* system could result in 30% of people losing jobs and increase the number of open unemployment rates in the region. Therefore, for farmers who do not have land, the presence of landowners who are willing to hand over their land using a *mawah* contract is good news because currently there are increasingly fewer landowners who want to work on their fields using the mawah system. The majority of land owners in several sub-districts are more likely to implement a wage system because they will get more harvest after deducting workers' wages.

The types of *mawah umong* in Pidie society can be grouped according to the percentage of profit sharing obtained by the parties. From the researchers' investigations, it can be concluded that the classification of *mawah* practices is divided into:

1. *Mawah pajoh asoe*

Mawah Pajoh Asoe refers to an arrangement where the land is cultivated despite being abandoned for a long time or overgrown with grass and weeds that are difficult to clear. The

term *pajoh asoe* in Acehnese literally means "enjoying the harvest." In this type of *mawah*, the sharecropper is granted permission by the landowner to manage the land and enjoy the entire harvest for a specified period, as agreed upon by both parties. However, the landowner retains the right to revoke the usage permission at any time, especially if the land becomes fertile enough for personal cultivation. This model of *mawah* does not fall under the categories of *muzara'ah* or *mukhabarah*, as the landowner does not request a share of the harvest. Instead, the primary purpose is to restore the land's fertility by allowing it to be managed and cultivated without imposing any additional obligations on the sharecropper.

2. *Mawah bulueng dua* (share in two)

According to Nurma, a farmer from Batee District, this type of *mawah* involves an equal share of the harvest between the rice field owners and sharecroppers, typically distributed as 1:1 or 50% each. In Batee District, both parties equally share all management responsibilities and costs—such as cleaning, fencing, fertilizers, and other needs—from the beginning of planting to harvest. Meanwhile, M. Nur, a farmer from Delima District, explains that the procedure in Delima differs slightly. In this type of *mawah*, the landowner is responsible only for providing seeds, while all other costs, including fertilizers, cleaning, and other related expenses, are entirely borne by the sharecropper. This *mawah* pattern, as explained by both Nurma and M. Nur, can be implemented through either *muzara'ah* or *mukhabarah* frameworks, depending on the agreement between the parties.

3. *Mawah bulueng lhee* (share in three)

According to M. Nur, *mawah bulueng lhee* is a type of *mawah* where the landowner (*ureung po umong*) contributes only the land, while the sharecropper assumes responsibility for all other aspects, including seeding, fertilizers, land cultivation, harvesting costs, and other necessary expenses. In this arrangement, the landowner receives one share of the harvest, while the sharecropper receives two shares. M. Nur explains that the 1:2 profit-sharing ratio is often influenced by the land's condition and strategic location, which makes it highly desirable for farmers, even though their share is relatively smaller. Fertile and accessible land encourages farmers to engage in this *mawah* system despite the lower profit ratio. In contrast, this profit-sharing pattern is not commonly practiced in western sub-districts of Pidie Regency. In these areas, the *mukhabarah* system is more prevalent, where the landowner provides only the land and receives their share of the harvest without bearing any costs. This arrangement aligns with the principle that all farming expenses are borne entirely by the sharecropper, while the landowner benefits passively from the cultivation.

4. *Mawah bulueng peut* (share in four)

Mawah bulueng peut refers to a cooperation pattern in which the landowner receives one share of the harvest, while the sharecropper takes three shares. In this arrangement, the sharecropper assumes full responsibility for seeding, cultivation costs, fertilizers, and other related expenses. This type of *mawah* is one of the most commonly implemented models, especially for lands that are less strategic and more difficult to access. Furthermore, this pattern is often associated with the *mukhābarah* system, where the landowner provides only the land while the sharecropper manages all aspects of cultivation.

5. *Mawah bulueng limeng* (share in five)

This type of *mawah* involves a profit-sharing arrangement where the landowner receives one share of the harvest, while the sharecropper takes four shares, resulting in a 1:4 ratio. This pattern is typically influenced by the location of the rice fields, which are often far from main road access, and by the challenging condition of the land, which is difficult to plow. The sharing ratio is considered fair since the sharecropper bears all expenses, including seeds, fertilizers, cleaning, and other costs until harvest. The landowner, in this case, does not bear any financial responsibilities. This type of *mawah* is commonly associated with the *mukhābarah* system, where the landowner only provides the land for cultivation.

The categorization of *mawah* above is as stated by Abbas, as the *kejruen blang* in Pidie Regency “*meunan sit mawah blang apabila geupeumawah dengan cara sama-sama gepeutren modal nyan bagi dua, apabila telak kepada ureng yang terimeng mawah nyan bulueng peut, lhee keu ureng kerja saboh keu ureung po blang, nyan ketentuan mawah menye bak tanyo. Diawali perjanjian antara ureng po harta dengan ureng mawah.*” (*Kejruen Blang of Batee District, 2024*) (Similarly, if a *mawah* rice field is built with capital shared jointly then the proceeds are divided in half. If all costs from seeds to wages for cutting rice are borne by the cultivator then the share is three for the farmer and one for the owner of the rice field. That is roughly the provision for *mawah* in our place. Starting with an agreement between the property owner and the worker or *mawah* actor).

The profit-sharing pattern mentioned above is not a standard conception. In other words, the profit-sharing ratio and its provisions can be different and change simultaneously depending on customs, agreements, and other aspects in the region. Small aspects related to procedural matters certainly have differences that do not affect the substance of *mawah* as a food self-sufficiency cooperation contract.

***Mawah* Practices in Aceh Perspective of Fatwa Number 4 of 2016**

Mawah is a tradition based on cooperation and mutual assistance to help the common good. On the other hand, *mawah* is a cooperation contract based on people's economics. *Mawah* places property/capital owners and cultivators/managers in the same position in taking/accepting risks and benefits according to the value of their investment in the rice field management business. In this way, if benefits are obtained, both parties will enjoy them. Meanwhile, if a loss occurs as part of the business risk, then both parties suffer losses.

The components of *mawah umong* consist of fixed capital, business capital, and energy. The fixed capital in *mawah umong* is rice fields. Business capital is usually in the form of money or other necessities such as fertilizer. Meanwhile, labor capital is the energy used in managing rice fields. In Acehnese traditional terminology, fixed capital and business capital are often referred to as *pangkai*.

Furthermore, the owner of the capital is referred to as *po* (*peutua pangkay*). Another term that is often used to refer to capital owners is *ureung po* (owner). This term refers to rice field owners, livestock owners and so on. On the other hand, parties who take care of or manage something with a *mawah* pattern are called *ureung useuha* (workers) (Majelis Permusyawaratan Ulama Aceh, 2016b).

The dynamics of *mawah* practices that occur in the Pidie Regency community are becoming more diverse day by day. Not to mention, if the implementation of the *mawah* agreement fails midway due to a default, of course, this requires clear regulations. Referring to MPU Fatwa Number 4 of 2016, it is stated that:

1. *Mawah* is an agreement between the property owner and the manager in which the results are shared based on an agreement (Majelis Permusyawaratan Ulama Aceh, 2016a).

The definition of *mawah* in the fatwa above is an agreement between the capital owner and the manager with provisions for profit sharing according to the agreement. An agreement is a contract for transactions with constituent elements, namely *aqid*, *ma'qud*, and *shigat*. The contract in the *mawah* agreement means *muḍarabah* if it is in the business sector, *muzara'ah* and *mukhabarah* if it is in the rice field sector. In the paper which is the consideration of the *mawah* fatwa prepared by Tgk H Muslim Ibrahim with the title "Mawah in Aceh in the Perspective of Islamic *Fiqh*" it is stated that *mawah* in the field of rice fields (*muzara'ah*) in the view of *fiqh* in general is valid based on the *muamala* of the Prophet with the people of Khaibar like that. In this *muamala*, the Prophet handed over land in Khaibar for the residents to cultivate with a portion of the results (profit sharing) obtained from the cultivation (Majelis Permusyawaratan Ulama Aceh, 2016b).

عَنْ ابْنِ عُمَرَ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَامَلَ أَهْلَ خَيْبَرَ بِشَطْرِ مَا يَخْرُجُ مِنْ تَمْرٍ أَوْ زَرْعٍ.

“From Ibn Umar, the Prophet (peace be upon him) made an agreement with the people of Khaibar to receive half of whatever was produced from fruits or crops.” (Asy-Syaukani, 1993)

The first basis in the fatwa regarding the validity of the muamala contract was the Prophet’s transaction with the Khaibar residents in the form of land cultivation. Rasulullah was the landlord or owner of the land, while the people of Khaibar were the workers who cultivated the land until the harvest. As a reward, the Apostle allocated the harvest of the land to pay for their services. Muamalah Rasulullah has the same substance as *mawah umong*, in which the land owner hands over his land to the sharecroppers to manage it and then their wages come from the harvest of plants from the land following the applicable agreement.

The second foundation of *mawah* is *qiyas* (analogical reasoning). According to Tgk H. Muslim Ibrahim, who served as the Chairman of the Aceh MPU during the 2002–2007 term, *muzara’ah* can be analogized to *mudharabah*. The basis for this analogy, or *illah al-jam’i* (shared legal rationale), lies in the similarity between the two as forms of mixed *syirkah* contracts, combining property or capital with labor. Citing the views of Wahbah Zuhaili, *mudharabah* is permissible because it fulfills the principle of *al-hajah* (a pressing need) that has escalated to the level of *al-darurah* (necessity).

The *mawah* system represents an economic practice deeply embedded in society since the 15th century AD. Particularly in farming communities in Pidie Regency, the absence of *mawah umong* would have significant consequences, including job losses for farmers without access to private land. The disappearance of the *mawah* system would deprive these farmers of a vital source of income, endangering their ability to sustain themselves and their families. This would, in turn, threaten the livelihood of the majority of farmers in Pidie Regency, jeopardizing both personal and community welfare.

The third foundation is a widely recognized principle in Islamic muamalah, which states that all transactions are deemed permissible by default unless there is clear evidence indicating prohibition.

الأَصْلُ فِي الْمُعَامَلَاتِ الْإِبَاحَةُ حَتَّى يَدُلَّ الدَّلِيلُ عَلَى خِلَافِهِ

“The default ruling for all types of muamalah is permissibility unless there is evidence that indicates otherwise.”

Mawah umong is a type of muamala which is essentially in line with the *muzara'ah* and *mukhabarah* contracts. When the practice of *mawah* is carried out by the parties with complete conditions and harmony, the practice of *mawah* is legally valid in fiqh because there is nothing that causes the contract to be *fasid* (void) as intended by the rule above.

The implementation of *mawah umong* among the Pidie Regency farming community is under the essence of *mawah* as defined in the first point of MPU fatwa Number 4 of 2016 concerning *mawah*. *Mawah umong* in Pidie Regency is carried out by an agreement between the land owner and the sharecropper where the profit sharing between the two is determined at the start with a percentage of 1/2, 1/3, 1/4 and 1/5 according to the condition of the fertility of the land, the location of the rice fields. strategic or not, maturity period, and other responsibilities related to plant management.

2. The law of *mawah* which fulfills the conditions and pillars is permissible.

Conditions refer to elements external to the contract, while *rukun* constitutes the essential components that form the contract itself. In the context of *mawah*, the conditions that must be met, as outlined by the Majelis Permusyawaratan Ulama Aceh, include three key aspects. First, fixed capital, which refers to the rice fields as the foundational asset. Second, business capital, which includes financial resources or necessary inputs such as fertilizers and other materials required for cultivation. Third, energy, which pertains to the labor or effort expended in executing the *mawah* agreement. These components collectively ensure the proper functioning and sustainability of the *mawah* practice.

Meanwhile, the pillars (*rukun*) of *mawah* refer to the essential components that must be present within the *mawah* contract itself. These pillars include five critical elements. First, the rice field owner, who provides the land for cultivation. Second, the rice field workers or managers, who are responsible for managing and working on the land. Third, the land itself, which serves as the primary asset in the agreement. Fourth, the *ijab* (offer) and *qabul* (acceptance), which formalize the agreement between the parties. Finally, the agreement must clearly specify the share of the results to ensure transparency and fairness in the distribution of the harvest. These pillars form the foundation of a valid and functional *mawah* contract.

The majority of farmers in Pidie Regency who manage rice fields using the *mawah* system have implemented this cooperation pattern with a clear agreement and distribution of results mentioned at the beginning based on the condition of the land and responsibility for seeds, fertilizer, fences, and other costs until harvest time. Based on the author's analysis, the implementation of *mawah* between the parties in Pidie Regency has met the requirements

and harmony. In fact, according to one of the sources that researchers met, *mawah* cooperation rarely experiences default because it has become a *daruri* (certain) statement between the parties regarding the provisions and procedures for its implementation until harvest.

3. If the *mawah* is *fasid* (cancelled), then *ujrah al-misly* (market fees) apply to the property owner and manager.

The *mawah umong* cooperation between the land owner and the farmer is declared void if there is a default and does not fulfill the terms and conditions. Default may occur in the middle of the land cultivation period. The potential for default could come from landowners and sharecroppers. An illustration of default if it comes from the landowner is the cancellation of the *mawah* cooperation in the middle of the period of cultivating the land due to a change of mind or a dispute arising in the responsibility mechanism as agreed at the beginning. If the *mawah umong* cooperation is carried out with a *muzara'ah* contract, namely the seed from the land owner, then the owner is obliged to pay the cultivator's service wages with wages commensurate with his work (*ujrah al-mitsly*) until the time the contract is canceled (Majelis Permusyawaratan Ulama Aceh, 2016a). On the other hand, if the *mawah* cooperation is carried out with a *mukhabarah* agreement, namely seeds from sharecroppers, then the farmer is obliged to pay a commensurate land rental fee (*ujrah al-misly*) to the land owner until the plants can be harvested.

As for the implementation of *mawah umong* in Pidie Regency, it is very rare for breaches of contract to result in the contract being cancelled. This happens because *mawah umong* among the Pidie Regency farming community is local wisdom with the principles of consensualism and cooperation which have been rooted in the foundations of community life. Efforts to hand over land using the *mawah* system are one way to help relatives or colleagues to obtain a source of income to meet their needs. There may be defaults, but high levels of tolerance result in the parties not taking issue with small aspects that could damage the sense of kinship and brotherhood between each other.

Conclusion

The practice of *mawah* in Aceh is conducted through verbal agreements between property owners and workers, where both parties agree to manage an asset based on a predetermined profit-sharing ratio derived from the managed *mawah* object. Specifically, *mawah umong* in Aceh involves cooperative rice farming, in which the rice field owner (*malik*) enters into an agreement with the farmer to cultivate the land. The profit-sharing ratio is determined based on

the harvest yield, as well as the condition and location of the rice field. *Mawah umong* is categorized into five types based on the profit-sharing ratios: *mawah pajoh asoe*, *mawah bulueng dua*, *mawah bulueng lhee*, *mawah bulueng peut*, and *mawah bulueng limeng*.

From the perspective of the Ulama Consultative Council (MPU), the practice of *mawah* in Pidie Regency is considered a legitimate form of cooperation under Islamic law. This legitimacy is rooted in the Prophet Muhammad's agreement with the people of Khaibar regarding land management, the principle of *qiyas* (analogical reasoning) from *muzara'ah* to *mudharabah*, and the jurisprudential rule *al-ashlu fi al-muamalat al-ibahah hatta yadulla ad-dalil 'ala khilafih* (the default ruling in transactions is permissibility unless there is evidence to the contrary). Most *mawah* practices in Acehnese society fulfill the necessary conditions and pillars of Shariah contracts, rarely resulting in default or disputes. Consequently, cases of *ujrah al-misly* (commensurate wages) payments due to broken agreements are minimal, further affirming the effectiveness and harmony of *mawah* as a traditional cooperative mechanism aligned with Islamic jurisprudence.

However, this study has limitations in its scope and methodology. Geographically, the research is limited to four districts in Pidie Regency, which may not fully represent the diversity of *mawah* practices across Aceh. Methodologically, the normative approach focuses more on legal and doctrinal analysis, providing limited insight into the social and economic dimensions of *mawah*. Future research is recommended to expand the geographical coverage and adopt a multidisciplinary approach by integrating social, economic, and cultural analyses. Such studies could explore the economic impact and sustainability of *mawah* practices, particularly their role in improving the livelihoods of farmers and fostering rural development in Aceh.

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