

A COMPARISON OF FIQIH ON PROFIT SHARING OF INVESTMENTS IN THE AGRICULTURAL SECTOR

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Abstract

This article explains the Muzara'ah, Mukhabarah, and Musaqah contracts. These are forms of agricultural cooperation that have existed since ancient times. In practice, the current collaboration between landowners and cultivators is commonly referred to as paroan sawah (rice paddy), where the contract is not written but only verbal. This often results in losses due to the lack of authentic evidence. In Islamic banking, the most widely used principles are musyawarah and mudharabah. Muzara'ah is specifically used by some Islamic banks for plantation or agricultural financing. Muzara'ah originates from the concept of "passing". Due to this specific nature of muzara'ah, most Islamic banks use musyawarah or salam for agricultural credit. However, over time, the practice of muzara'ah has tended towards mudharabah (profit-sharing cooperation). Technically, mudharabah is a business cooperation contract between two parties, where one party (the shahib al maal) provides all the capital, while the other party, known as the mudharib, manages the business. Profits in mudharabah are shared according to the agreement outlined in the contract, while losses are borne by the negligent party.

Keywords: *Muzara'ah contract, Mukhabarah, Musyaqah*

1. INTRODUCTION

Rice paddies in Indonesia are not entirely managed by the owners. Rice and other grain crops grown in paddy fields are the staple food of the Indonesian people, and demand for them increases year after year. Therefore, rice paddy owners often involve tenant farmers in their management, either through renting or through a profit-sharing system. Islam teaches us to help the weak and prohibits oppression of the weak and the poor. It also prohibits the unlawful consumption of another's property, but rather through mutual consent..

Business partnerships in Islamic economics are based on the principle of profit and loss sharing, where profits and losses are shared according to the agreement at the time of the contract. One example of a business partnership within the community is a partnership in agriculture or animal husbandry. There are three types of partnership contracts available in agriculture or plantations: muzara'ah, mukhabarah, and musaqah.

In Indonesia, the profit-sharing system is known as Maro in Central Java, Mertelu in East Java, Nengah or Jejuron in West Java, Memperduai in West Sumatra, Toyo in Minahasa and Teseng in South Sulawesi. In the time of the Prophet SAW and his

companions, the term profit-sharing system was known in the management of dates, Sayyid Sabiq revealed, that the provision of results for people to cultivate or plant the land from what they produce is like half or a third, or more than that, or even lower, according to the agreement of both parties (farmers and landowners). According to the provisions of Islamic Economic Law, there are no clear instructions. This means that it is not determined how to divide and how much the share of each party (landowner and cultivator) is.

Based on the description of the problem above, the researcher feels the need to conduct research through a scientific approach and/or research on the practice of land cultivation with a profit-sharing system in the farmer community reviewed from the social aspects of society and the principles of Islamic economic law by looking at the conditions so that of course it is closely related to all community activities which will always be based on Islamic principles.

2. IMPLEMENTATION METHOD

This research uses a descriptive qualitative method, with a literature study approach and case analysis. The data obtained were taken from primary and secondary sources, such as classical fiqh books, fatwas of scholars, and modern literature on Sharia financial economics. Primary data is data obtained through direct interviews with farmer respondents using a questionnaire as a guide, the answers to which are given openly and some are closed. Secondary data is data obtained from agencies or institutions directly related to the research.

3. RESULTS AND DISCUSSION

A study of Islamic jurisprudence regarding profit-sharing in the agricultural/livestock sector. Islamic jurisprudence in agriculture. There are three contracts used in agricultural transactions: musaqah, muzara'ah, and mukhabarah. Muzara'ah agreement is an agricultural business cooperation agreement between the land owner and the cultivator manager, where the plant seeds come from the land owner; the agricultural produce is divided between the owner and the cultivator according to the agreed ratio. Al-muzara'ah according to language has two meanings, the first is al-muzara'ah which means *tarh al-zur'ah* (throwing plants), the second meaning is the true meaning. The Mukhabarah agreement is an agricultural business cooperation agreement between the land owner and the manager (cultivator), where the plant seeds come from the land cultivator while the agricultural produce is divided between the owner and the cultivator according to the agreed ratio (portion). The Musaqah agreement is a cooperation agreement between the land owner and the cultivator in the context of maintaining plants so that they grow and bear fruit well, the results of which are divided between the owner and the cultivator according to the agreed ratio (portion) or in other words the plants already exist but need a cultivator to maintain and care for them.

Legal Foundation

The legal basis used by the ulama in determining the law on mukhabarah and muzaraah³ is a hadith narrated by Bukhari and Muslim from Ibn Abbas ra, "Indeed the Prophet SAW stated that it was not forbidden to make muzaraah, in fact he told him that some of them

should love others, saying that whoever has land, he should plant it or give benefits to his brother, if he doesn't want to, he can just keep the land."

"In fact, Rasulullah SAW employed the people of Khaibar (in agriculture) in return for a share of what they produced, in the form of plants or fruit." (HR. Bukhari, Muslim, Abu Daud, and Nasa'i).

Pillars of Muzara'ah

The majority of scholars state that, as in other contracts, the pillars of muzara'ah are:

- 1) The landowner.
- 2) The tenant farmer.
- 3) The object of the muzara'ah, namely the benefits of the land and the results of the farmer's labor.
- 4) The consent and acceptance of the contract.

Muzaraah Conditions

The conditions for muzara'ah are as follows:

- 1) Requirements regarding people making a contract: both of them must be mature and of sound mind.
- 2) The conditions regarding the seeds to be planted must be clear, so that the seeds to be planted are clear and will produce results.
- 3) Conditions relating to agricultural land are as follows:
 - a. According to tradition among farmers, the land can be cultivated and produced. If the land is barren and dry so that it cannot be used as agricultural land, then the muzara'ah contract is invalid.
 - b. The land boundaries are clear.
 - c. The land is handed over entirely to the farmer to cultivate. If it is stipulated that the landowner participate in the farming, the muzara'ah contract is invalid.
- 4) The conditions regarding the harvest are as follows:
 - a) The distribution of the harvest to each party must be clear.
 - b) The harvest truly belongs to the parties to the contract, without any special division.
 - c) The distribution of the harvest is determined from the outset of the contract: half, one-third, or one-quarter. This is to avoid future disputes, and the determination should not be based on an absolute amount. Such as one quintal for the workers, or one sack, because the total harvest may be far less than or even exceed that amount.
- 5) The terms concerning the duration of the muzara'ah contract must also be clearly stated in the contract from the outset. This is because the muzara'ah contract implies an ijarah (rental or wage) contract in exchange for a portion of the harvest. Therefore, the time period must be clear.
- 6) Terms concerning the object. In a muzara'ah contract, the object must align with the purpose of the contract, both according to sharia and urf (custom). The aim is one of two things, namely taking advantage of the labor of the cultivator, where the land owner produces the seeds, or taking advantage of the land, where the cultivator produces the seeds.

Termination of Muzara'ah

Several factors can cause the termination of a muzara'ah, including:

- 1) The expiration of the muzara'ah term.
- 2) The death of one of the parties to the contract.
- 3) The inability of one of the parties to continue the muzara'ah contract, such as the landowner being in debt and having to sell the land. Or the farmer becoming ill and unable to continue the partnership.

Mukhabarah

a. Definition of Mukhabarah

Linguistically, mukhabarah means "loose" or "soft" soil. The word mukhabarah (مُخَابَرَة) is the masdar of the verb madhi يَخْبَرُ and the verb mudhari' from يَخْبَرُ.

Terminologically, mukhabarah is a form of cooperation between a rice field/land owner and a cultivator, with an agreement that the yield will be shared between the landowner and cultivator according to mutual agreement, while the costs and seeds are borne by the cultivator.

b. Legal Basis

The law of mukhabarah is the same as muzara'ah, namely permissible (permissible).

Legal Foundation

Mukhabarah is the words of the Prophet SAW: "From Thawus r.a that he likes mukhabarah. Amru said: Then I said to him: O Abu Abdurrahman, if you leave this mukhabarah, later they will say that the Prophet SAW. has forbidden mukhabarah. Then Thawus said: Hi Amru, you have told me about a real person knew about this, namely Ibn Abbas that the Prophet SAW. did not prohibit mukhabarah, he only said: "A person who benefits his brother is better than taking advantage of his brother for a certain wage." (HR. Muslim).

The Pillars of Mukhabarah

The following are the pillars of mukhabarah as proposed by the majority of scholars:

- 1) Landowner,
- 2) Farmer (manager),
- 3) Object of mukhabarah, namely the benefits of the land and the results of the farmer's labor,
- 4) Ijab and qabul.

d. Conditions for Mukhabarah

The following are the conditions that must be met in the pillars of mukhabarah, including:

- 1) The parties to the contract must both be mature and of sound mind.
- 2) The planting conditions must be clearly defined, meaning that the type of seed to be planted must be clearly defined. In mukhabarah, the decision to plant is left to the cultivator.
- 3) Conditions related to agricultural land:
 - a) The land must be arable and productive,
 - b) The boundaries of the land must be clear,
 - c) The land must be handed over entirely to the cultivator for cultivation.
- 4) Conditions related to the yield to be harvested:

Terms relating to the time period must also be clearly stated in the contract from the outset. Because a mukhabarah contract involves an ijarah (rental or wage) contract in exchange for a portion of the harvest, the time period must be clear.

6) Terms relating to the object of the contract must also clearly define the use of seeds, fertilizers, and medicines. This applies to local customs and traditions.

If the object is land use, and the seeds are from the tenant farmer, then he or she is essentially a tenant of the land from the owner, with payments for the land coming from the additional capital (seeds) planted.

e. Termination of Mukhabarah

Several factors that can lead to the termination of a mukhabarah include:

- 1) Expiration of the mukhabarah period,
- 2) Death of one of the parties to the contract,
- 3) Excuse of one of the parties, either the landowner or the farmer, preventing them from continuing the mukhabarah contract.

Fiqh of Muamalah in the Livestock Sector

From a capital-raising perspective, this partnership is similar to syirkah'inan (a partnership with a partner). In terms of profit-sharing, this partnership uses a semi-mudrabah system. Furthermore, in terms of profit-sharing, this partnership uses a conditional sale and purchase agreement. Although the sale and purchase involved is considered a conditional sale, it does not contain any element of garar (uncertainty), and therefore is still permissible. Multiple contracts in this partnership are permissible because, based on the underlying contracts, they are prohibited under Islamic law. The high pricing of livestock inputs causes farmers to feel burdened in repaying their debts to the main company. Therefore, even though it is included in a valid contract, in practice there are still elements that burden one of the parties.

Understanding Musaqa

Simply put, Musaqa is defined as cooperation in plant care in exchange for a share of the yield. Musaqa is derived from the word al-saqa, which refers to someone working on a vine, grapevine, or other tree to generate benefits and receive a certain share of the yield in return. Musaqa is a simpler form of muzara'ah, where the cultivator is only responsible for watering and maintenance. In return, the cultivator is entitled to a certain ratio of the harvest.

Legal basis for musaqa

Al-Quran Q.S. al-Maidah (5): 2

Meaning: *"And help you in (doing) Virtue and piety, and do not help in committing Sins and transgressions"*

In this verse, Allah SWT commands every believer to fulfill the promises that have been made, both the promises made by servants to Allah SWT and promises made between humans such as those related to marriage trade and so on, as long as the promises do not violate Allah's law.

Q.S Al-Baqarah (2): 282

Meaning: *"O you who believe, if you don't give charity in cash for the specified time, you should write it down. And let a writer among you write it correctly"*

Hadith

Sharing the results of this musaqah is prescribed based on the sunnah of the Prophet SAW. Most jurists are of the opinion that al-musaqoh is permitted because they see this as very necessary, except for Imam Abu Hanifah. Jumhur fukaha allows for this result, they adhere to the Hadith. Meaning: It was narrated from him (Abu Hurairah) r.a: The Ansar said to the Prophet SAW., "Distribute our date palm trees to our brothers (the Muhajirin)." The Prophet SAW answered, "No". The Ansar said (to the Muhajirin), "Take care of our trees and share the produce with us." The Muhajirin said, "Sami'na wa atha'na (we hear and obey)." (HR. Bukhari).

Implementation of Mukhabarah and Muzara'ah Cooperation to Improve the Welfare of Rice Farmers in Cangkuang Hamlet, Biru Village, Majalaya District, Bandung Regency.

Welfare is a social, material, and spiritual way of life accompanied by a sense of safety, morality, and inner peace. By upholding human rights, every citizen can strive to fulfill the sexual, spiritual, and social needs of themselves, their families, and the community as best as possible. From an Islamic perspective, mukhabarah and muzara'ah cooperation is an application of the principle of ta'awun (mutual assistance). Their purpose is to prosper marginalized land by reducing the amount of uncultivated land, absorb labor for those capable of cultivating land but without owning it, reduce the gap between capital owners and land cultivators, and increase land productivity.

Originating from the theory of mukhabarah, it is a form of cooperation between rice field owners and cultivators with an agreement that the results will be shared between the rice field owners and the cultivators according to mutual agreement, while the costs and seeds are from the cultivators. From the implementation in Cangkuang Village, Biru Village, Majalaya District, Bandung Regency, researchers can see a system that is close to mukhabarah. Where it can be seen that land owners hand over agricultural land to cultivators with an agreement that seeds and costs are borne by the cultivators. Researchers conducted interviews with several land owners and cultivators with questions about the area of land owned, the profit sharing system used, costs and seeds, the length of the profit sharing system and if there is a loss. As conveyed by Mrs. Entin as the land owner.

From an interview with Mrs. Entin, it was discovered that her land covers 85 spears, with seeds and costs coming from the cultivators. The agreement was made at the outset, with approximately one-third of the total harvest. This agreement has been in place for over four years, with any losses being covered by the initial agreement. The researcher also interviewed Mr. Ojoh, Mrs. Entin's land cultivator. The researcher obtained the following interview results:

"I've been cultivating Mrs. Entin's rice fields for over 10 years. I've been working with Mrs. Entin for over 10 years. I'm sure Mrs. Entin will share the costs with her father, and I'll share the harvest. The harvest is divided according to the agreement: one-third of the total harvest, with the father getting two shares and Mrs. Entin getting one share. With this system, my family and I no longer need to buy rice for a year. If a crop failure occurs, it will

certainly affect our family's rice supply, but the harvest distribution remains as agreed upon at the outset."

The mukhabarah and muzara'ah systems in Cangkuan Village, Biru Village, Majalaya District, Bandung Regency have a positive impact on the welfare of the community, especially land owners and cultivators. Where the impact for land owners in the mukhabarah system is getting rice without having to spend seeds, costs, and energy while the impact for land cultivators is being able to get rice without having land, so that it can meet the rice needs of land owners and land cultivators for the next year. In addition to the mukhabarah system, there is also a muzara'ah system, the impact on land owners is getting rice harvests without spending energy while the impact for land cultivators is that costs and seeds have been spent by the land owners. In the welfare of land owners and land cultivators, the role of the village government is involved through seed assistance and training held by the government of Cangkuan Village, Biru Village, Majalaya District, Bandung Regency.

Profile of Biru Village, Majalaya District, Bandung Regency

Biru Village is located at the western end of Majalaya District. Its area is largely dominated by rice fields with a moderate slope, and the area is crossed by expanses of rice fields on both sides. Biru Village was established on July 17, 1884.

The current village head is H. Hari Hardiyawan. Biru Village is one of 11 villages in Majalaya District, located 7 km west of Majalaya District, and covers an area of 432,452 hectares.

Table 1. Blue Village Boundaries

Borderline	Region name
North	Desa Mekarsari, Kec. Ciparay Kab. Bandung
South side	Desa Sagaracipta Kec. Ciparay Kab. Bandung
East	Desa Padaulun Kec. Ciparay Kab. Bandung
West	Desa Manggungharja Kec. Ciparay Kab. Bandung

Source: Blue Village Data 2025

Demographics of Biru Village

Biru Village covers 432,452 hectares, dominated by agricultural land and rice fields. Although there are textile businesses in the area, there are also textile businesses.

Table 2. Agricultural Land Area in Biru Village

Type	Land area
Agricultural land	314, 242 Ha
Technical irrigation	31, 342 Ha
Rain Tank	283 Ha

Land and settlement	88,7 Ha
other	29,51 Ha

Source: Blue Village Data 2025

The population of Biru Village, based on occupation, is primarily farmers, with 958 people out of a total population of 16,221. Of these, 8,329 are male and 7,892 are female.

4. CONCLUSION

Cooperation in agriculture in Islamic law is usually referred to by three terms, namely musaqah, muzara'ah, and mukhabarah. These three terms include the definition, legal basis, pillars and conditions, and the end of the contract. The musaqah contract is a form of cooperation between the garden owner and the farmer with the aim of maintaining and caring for the garden so that it produces maximum results, then part of the results become part (wages) for the farmer who takes care of it according to the agreement they made. Cooperation in the form of musaqah is different from hiring a gardener to care for plants, because the results received are not wages that are fixed in size like a gardener, but from the results of the garden which are not fixed in size.

Based on the discussion regarding the implementation of the mukhabarah and muzara'ah systems to improve the welfare of rice farmers in Cangkuang Village, Biru Village, Majalaya District, Bandung Regency, West Java Province, the following conclusions were drawn:

The implementation of the mukhabarah system in Cangkuang Village, Biru Village, Majalaya District, Bandung Regency, when viewed from its implementation, is already moving towards mukhabarah. The implementation of the muzara'ah system among rice farmers in Cangkuang Village, Biru Village, Majalaya District, Bandung Regency, is currently being implemented in accordance with the existing principles and requirements, but there are also a handful of residents who do not comply with the muzara'ah implementation. The government has played a significant role in improving the welfare of rice farmers through all the efforts provided by the village government to meet the welfare of the village community, especially rice farmers, namely by ensuring that their food needs are met.

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