

## Legal Analysis of Ijarah-Based Utilization of Waqf Rice Fields: A Case Study of Mosque Waqf Asset Management

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### Abstract

This study examines the management of waqf rice fields through an oral *ijarah* contract at the Nurul Falah Mosque in Bolang Village, Tirtajaya District, Karawang Regency. It aims to analyze the leasing mechanism and assess its validity from the perspectives of Indonesian waqf law and Islamic economic law, particularly regarding contractual validity, evidentiary certainty, asset protection, and the nazhir's administrative responsibilities. The study employed empirical legal research using a qualitative descriptive-analytical approach. Primary data were collected through interviews, observation, and documentation, while secondary data were obtained from legislation, fatwas, books, and relevant scholarly literature. The findings show that the DKM, acting as nazhir, leases the waqf rice fields to local farmers for a specified planting period and rental payment, but the agreement is concluded orally and supported only by limited payment receipts. The arrangement is not automatically invalid because Indonesian waqf law permits cooperation with third parties, and Fatwa DSN-MUI Number 112/DSN-MUI/IX/2017 recognizes oral *ijarah* agreements when their essential terms are clearly understood. However, the absence of comprehensive written documentation undermines evidentiary certainty and poses governance risks regarding land boundaries, maintenance obligations, agricultural losses, supervision, reporting, and dispute resolution. This study concludes that the practice is substantively permissible but requires written contracts, transparent financial records, periodic supervision, and accountable reporting to strengthen professional waqf governance.

**Keywords:** Agricultural Waqf; Ijarah Contract; Legal Certainty; Nazhir Governance; Productive Waqf

### Abstrak

Penelitian ini mengkaji pengelolaan sawah wakaf melalui akad *ijarah lisan* di Masjid Nurul Falah, Desa Bolang, Kecamatan Tirtajaya, Kabupaten Karawang. Penelitian ini bertujuan untuk menganalisis mekanisme penyewaan dan menilai keabsahannya berdasarkan hukum wakaf Indonesia dan hukum ekonomi syariah, terutama terkait keabsahan akad, kepastian pembuktian, perlindungan aset, serta tanggung jawab administratif nazhir. Penelitian ini menggunakan metode hukum empiris dengan pendekatan kualitatif deskriptif-analitis. Data primer diperoleh melalui wawancara, observasi, dan dokumentasi, sedangkan data sekunder bersumber dari peraturan perundang-undangan, fatwa, buku, dan literatur ilmiah yang relevan. Hasil penelitian menunjukkan bahwa DKM sebagai nazhir menyewakan sawah wakaf kepada petani lokal untuk jangka waktu dan nilai sewa tertentu, tetapi kesepakatannya dilakukan secara lisan dan hanya didukung oleh bukti pembayaran yang terbatas. Praktik tersebut tidak serta-merta tidak sah karena hukum wakaf Indonesia membolehkan kerja sama dengan pihak ketiga dan Fatwa DSN-MUI Nomor 112/DSN-MUI/IX/2017 mengakui akad *ijarah lisan* sepanjang unsur-unsur pokoknya dipahami secara jelas oleh para pihak. Meskipun demikian, ketiadaan kontrak tertulis yang komprehensif melemahkan kepastian pembuktian

dan menimbulkan risiko tata kelola mengenai batas tanah, kewajiban pemeliharaan, risiko pertanian, pengawasan, pelaporan, dan penyelesaian sengketa. Penelitian ini menyimpulkan bahwa praktik tersebut secara substantif dibolehkan, tetapi perlu diperkuat melalui kontrak tertulis, pencatatan keuangan yang transparan, pengawasan berkala, dan pelaporan yang akuntabel.

**Kata Kunci:** Akad Ijarah; Kepastian Hukum; Tata Kelola Nazhir; Wakaf Pertanian; Wakaf Produktif

## Introduction

Waqf is an important institution in Islamic economics because it transforms privately owned assets into sustainable resources for religious, social, and economic benefit. Its contemporary development is no longer limited to immovable properties used directly for mosques, schools, cemeteries, and other religious facilities, but also includes assets capable of generating continuous economic returns. Agricultural land, commercial buildings, cash, and other economically valuable properties can therefore be managed productively while preserving the principal value and designated purpose of the waqf asset (Rahmah, 2021; Hafizd, 2021; Ridwansah, 2025). In this context, productive waqf strengthens the position of waqf not merely as a charitable institution, but also as a strategic economic resource for advancing public welfare.

The development of productive waqf requires professional, accountable, and sustainable asset management. Productive waqf is oriented toward optimizing waqf property through investment or other economically beneficial activities before its returns are distributed for religious and social purposes (Hafizd et al., 2022). This orientation demands managerial competence, institutional capacity, legal compliance, and adequate supervision from the nazhir. Consequently, the success of waqf development depends not only on the availability of waqf assets but also on the ability of waqf institutions to maintain, develop, and protect those assets while consistently delivering benefits to the designated beneficiaries.

One mechanism to develop waqf land productively is an *ijarah*, or lease, contract. Under an *ijarah* contract, the nazhir grants another party the right to use waqf property for a specified period in exchange for an agreed-upon rental payment, without transferring ownership of the asset (Hanifuddin & Sarjana, 2018). In agricultural waqf management, this mechanism allows local farmers to cultivate waqf rice fields while providing the nazhir with relatively predictable income to finance religious, social, and community programs. Accordingly, *ijarah* can serve as an appropriate instrument for maintaining the productivity of waqf land and expanding its economic benefits for the community (Ranti et al., 2025).

Comparable, although not entirely identical, models of agricultural waqf management can be found in several countries across Southeast Asia, South Asia, North Africa, and Eurasia. In Malaysia, agricultural waqf is being developed through institutional collaboration and sharia-based partnerships, including the integration of waqf land with *musaqah* arrangements that authorize farmers to cultivate and maintain the land in return for an agreed share of the agricultural output (Akhir et al., 2025). In Pakistan, agricultural waqf properties administered by the Punjab Auqaf Department have historically been leased to generate institutional revenue while maintaining the land's endowed status (Malik, 1990). A more directly comparable practice operates in Egypt, where farmers cultivate agricultural waqf land by paying a predetermined rent to the Awqaf Authority, and are prohibited from selling, transferring, or constructing buildings on the leased parcels (Nada & Sims, 2022). In Türkiye, the Ayvalık waqf olive groves are managed through a contemporary operational arrangement resembling the historical tax-farming system, in which the productive use of the agricultural asset is delegated without eliminating its waqf status (Temizer, 2021). These international experiences demonstrate that involving farmers or third parties in cultivating waqf agricultural land is an established productive-waqf mechanism, although its sustainability depends on clear contractual terms, institutional supervision, fair benefit allocation, and the continued protection of the endowed asset.

Mosques can play a strategic institutional role in developing productive waqf because they are closely connected to the religious and social life of local communities. Mosque-based waqf development can facilitate public education, asset mobilization, community participation, and the distribution of waqf benefits to relevant beneficiaries. Nevertheless, its effectiveness requires cooperation among the Ministry of Religious Affairs, local governments, the Indonesian Waqf Board, mosque organizations, Islamic community organizations, religious scholars, and members of the public (Hafizd, 2022). Such collaboration is necessary to ensure that mosque-based waqf is managed not merely through traditional practices but through professional governance that combines religious legitimacy, legal certainty, and socioeconomic sustainability.

The legal framework for waqf management in Indonesia is primarily established through Law Number 41 of 2004 concerning Waqf and Government Regulation Number 42 of 2006 concerning the Implementation of Law Number 41 of 2004, as amended by Government Regulation Number 25 of 2018. These regulations require waqf assets to be administered, managed, developed, protected, and supervised in accordance with their purposes, functions, designations, and sharia principles. The technical governance of waqf assets is further regulated

by Indonesian Waqf Board Regulation Number 1 of 2020, which concerns Guidelines for the Management and Development of Waqf Assets. This legal framework places the nazhir in a central position as the party responsible for preserving the principal asset, developing its economic potential, and distributing its benefits in accordance with the waqf pledge (Nur'aini, 2024).

Despite this regulatory framework, the implementation of *ijarah* contracts in the management of waqf land continues to present legal and administrative challenges. Problems may arise when nazhirs lack sufficient knowledge, professional capacity, written procedures, or administrative instruments to structure lease arrangements properly (Aprianti et al., 2026). Inadequate contractual documentation can create uncertainty concerning the identity and boundaries of the leased land, the duration of the lease, the amount and payment of *ujrah*, maintenance obligations, agricultural risks, supervision, and the use of rental proceeds. Although such administrative weaknesses do not automatically invalidate an *ijarah* contract, they can weaken its evidentiary value, reduce institutional accountability, and increase the risk of disputes or misuse of waqf assets (Pranata & Zakki, 2023).

These legal and administrative issues are evident in the management of waqf rice fields in Tirtajaya District, Karawang Regency. Preliminary field data indicate that approximately 49.01 hectares of rice fields were donated by 207 wakifs and entrusted to several nazhirs operating in the district. One of these nazhirs is the Mosque Prosperity Council (*Dewan Kemakmuran Masjid* or DKM) of the Jami Nurul Falah Mosque in Bolang Village, which manages approximately 5.9 hectares of productive waqf rice fields donated by ten wakifs. Although the rice fields were initially intended to be managed directly by the nazhir, limitations in personnel, time, agricultural expertise, and operational capacity led the DKM to engage 15 local community members to cultivate the land under lease arrangements.

The lease relationship between the DKM and the cultivators is governed by an oral agreement, supported only by limited payment receipts, rather than a comprehensive written contract. The agreement does not adequately document several material elements, including the precise boundaries of each leased plot, the parties' rights and obligations, the allocation of maintenance costs and agricultural risks, the supervision mechanism, and the settlement of potential disputes. This practice, therefore, raises questions not only about the legal status and sharia compliance of the oral *ijarah* contract but also about the fulfillment of the nazhir's administrative, supervisory, protective, and reporting obligations. The central issue is thus not merely whether an oral contract is valid, but whether the overall leasing arrangement provides sufficient legal certainty and reflects accountable waqf governance.

Several previous studies have addressed legal, economic, and managerial issues concerning waqf land. Rosidah (2023) examined the settlement of waqf rice-field disputes and found that the Office of Religious Affairs employed deliberation, mediation, and coordination with relevant institutions to resolve disputes in accordance with waqf regulations. Agustina (2021) studied the management of the Jami' Darussalam Mosque's waqf land in Jatipayak Village, Lamongan Regency, and found that leasing agricultural waqf land generated economic benefits for the community, although its management, reporting, and productive utilization remained suboptimal. Najib (2020) analyzed community economic empowerment through *mudharabah* and *ijarah*-based waqf asset management in Serang Regency and highlighted the institutional and economic potential of contractual schemes in developing village waqf assets.

Other studies have emphasized the broader institutional requirements for developing productive waqf in Indonesia. Hafizd (2021) argues that successful waqf development requires support from the government, religious scholars, and society, along with the reformulation of waqf management toward a more professional and productive orientation. Hafizd et al. (2022) further demonstrate that productive waqf should focus on optimizing economically valuable assets so that the resulting benefits can be distributed more extensively for religious and social purposes. Meanwhile, Hafizd (2022) identifies mosques as strategic centers for waqf education and development, provided that their initiatives are supported by coordinated participation from governmental institutions, waqf authorities, mosque organizations, Islamic organizations, and the wider community.

Although the previous studies demonstrate the social and economic potential of productive waqf, they have not specifically distinguished the substantive validity of an oral *ijarah* contract from its evidentiary weaknesses and the administrative obligations of a *nazhir*. This distinction is important because the absence of a comprehensive written contract does not necessarily render an agreement invalid, but it may indicate weaknesses in legal protection, transparency, supervision, and institutional accountability. Previous studies have also not sufficiently examined this distinction in the specific context of mosque-based management of agricultural waqf involving local cultivators. Therefore, a more integrated analysis is required to determine how Indonesian waqf law and Islamic economic law assess the validity and governance implications of such practices.

The novelty of this study lies in its integrated analysis of three interrelated dimensions: the validity of the oral *ijarah* contract, its evidentiary strength, and the *nazhir*'s compliance with waqf governance obligations. Rather than equating an oral agreement with an invalid contract, this study examines whether the pillars and conditions of *ijarah* have been fulfilled and whether

the management mechanism sufficiently protects the waqf asset and its beneficiaries. This analytical distinction offers a more precise framework for evaluating mosque-based productive waqf management and formulating a documented, transparent, and accountable leasing model.

Accordingly, this study aims to analyze the mechanism and legal status of the oral *ijarah* contract used in managing the Nurul Falah Mosque's waqf rice fields in Bolang Village, Tirtajaya District, Karawang Regency. The analysis examines the practice from the perspectives of Indonesian waqf law and Islamic economic law, particularly regarding contractual validity, legal certainty, asset protection, and the administrative responsibilities of the nazhir. The study is expected to contribute to the development of a more professional and legally accountable model for managing mosque-based productive waqf assets.

## **Methods**

This study employed empirical legal research using a qualitative descriptive-analytical approach to examine the implementation of an oral *ijarah* contract in the management of waqf rice fields and to assess its conformity with Indonesian waqf law and Islamic economic law. Empirical legal research was selected because the study not only analyzed legal norms contained in legislation, fatwas, books, and scholarly publications, but also investigated how those norms were understood and implemented in the actual management of waqf assets at the Jami Nurul Falah Mosque in Bolang Village, Tirtajaya District, Karawang Regency (Jailani & Saksitha, 2024; Hafizd et al., 2026). The qualitative approach enabled the researchers to describe legal practices, institutional behavior, contractual relationships, and the parties' experiences through words, narratives, and documentary evidence rather than numerical measures (Putria et al., 2020; Waruwu, 2024). The study used primary and secondary data, with primary data obtained directly from the research location and secondary data derived from relevant legal and scholarly materials (Nurhakim, 2024). Primary data were collected through direct observation of the waqf rice fields and the utilization of rental proceeds for the construction and improvement of the Jami Nurul Falah Mosque, as well as through interviews with the DKM administrators acting as nazhir and the community members involved in cultivating or leasing the waqf land (Ichsan & Ali, 2020; Salampessy et al., 2023). Documentary data were collected from available waqf records, payment receipts, institutional records, photographs, and other supporting materials related to the management and utilization of the waqf rice fields, while the literature review covered legislation, fatwas, books, and journal articles relevant to waqf management and *ijarah* contracts (Yudhawasthi, 2023). The collected data were analyzed by reducing and classifying the empirical findings, identifying the relevant

legal issues, comparing the field practices with Law Number 41 of 2004 concerning Waqf, its implementing regulations, Fatwa DSN-MUI Number 112/DSN-MUI/IX/2017 concerning *Ijarah* Contracts, and Islamic economic law principles, and then drawing conclusions through qualitative legal interpretation. The credibility of the findings was strengthened through source and method triangulation by comparing information obtained from interviews, observations, legal materials, payment evidence, and institutional documentation.

### **Yulidis Review of Waqf Management in Indonesia**

Waqf management in Indonesia is analyzed from two complementary legal perspectives: Indonesian waqf law and Islamic economic law. Indonesia's large Muslim population offers considerable potential to develop waqf as a religious, social, and economic instrument, but this potential requires systematic, professional, transparent, and accountable management. Law Number 41 of 2004 concerning Waqf was enacted to provide a more comprehensive legal framework for the administration, protection, management, and development of waqf assets, particularly because earlier waqf practices were often based primarily on religious customs and informal community arrangements. The law, therefore, represents an important effort to strengthen legal certainty and encourage the productive utilization of waqf assets for sustainable public welfare (Nuraini & Hasnda, 2026).

The implementation of Law Number 41 of 2004 is further regulated by Government Regulation Number 42 of 2006, as amended by Government Regulation Number 25 of 2018, together with relevant regulations issued by the Indonesian Waqf Board. These regulations demonstrate the state's commitment to transforming waqf from a predominantly traditional charitable practice into an institution capable of supporting community empowerment and sustainable socioeconomic development. They also establish a clearer legal relationship among the wakif as the person who dedicates the property, the nazhir as the party entrusted with managing and developing the waqf asset, and the *mauquf 'alaih* as the party or purpose designated to receive the benefits generated from the waqf property (Kaidar & Hamzani, 2023).

The Nazhir occupies a central role in ensuring that waqf assets remain protected and continue to be beneficial. Article 11 of Law Number 41 of 2004 requires the nazhir to administer the waqf property, manage and develop it in accordance with its purpose, function, and designation, supervise and protect the asset, and report the implementation of these duties to the Indonesian Waqf Board. These obligations indicate that the nazhir is not merely a passive custodian, but a legally responsible manager who must apply the principles of prudence, transparency, accountability, and asset protection (Nuridin & Hidayat, 2024). Consequently,

cooperation with third parties, including the leasing of waqf rice fields, must remain under the authority and supervision of the nazhir and must not undermine the continuity, value, or designated purpose of the waqf property.

From the perspective of Islamic economic law, waqf is grounded in the Qur'anic principles of charitable spending, enduring benefit, and the responsible use of wealth. These principles are reflected, among others, in Surah Āli 'Imrān [3]: 92 concerning the attainment of righteousness through giving valuable property, Surah al-Baqarah [2]: 261 concerning the multiplication of rewards for charitable expenditure, and Surah al-Baqarah [2]: 267 concerning the obligation to give from lawful and valuable assets. The legitimacy of waqf is also supported by Prophetic traditions narrated by Muslim, al-Bukhari, and al-Nasa'i, particularly the instruction to preserve the principal property while distributing its benefits for charitable purposes. These sources establish the fundamental principle that waqf assets must be maintained, while their benefits may be developed and distributed in accordance with sharia objectives.

The convergence of Indonesian waqf law and Islamic economic law requires that waqf management preserve both the asset's legal status and the continuity of its social benefits. From a legal perspective, proper administration, supervision, documentation, and reporting are necessary to protect the waqf property from disputes, unlawful transfer, and misuse. From a sharia perspective, the management mechanism must preserve the principal asset, avoid *gharar*, injustice, and abuse of authority, and ensure that the generated benefits are distributed in accordance with the waqf pledge. Therefore, the legal assessment of an *ijarah*-based waqf arrangement must examine not only the formal validity of the contract, but also the authority of the nazhir, the clarity of the leased object and rental terms, the protection of the waqf asset, and the accountability of the rental proceeds.

### **Objectives of Waqf Management under Islamic Economic Law**

The management of waqf assets is closely related to the objectives of Islamic law (*maqāṣid al-sharī'ah*) because waqf is intended to preserve property while continuously generating religious, social, and economic benefits. In relation to the protection of religion (*ḥifẓ al-dīn*), waqf assets may be used to support mosques, Islamic education, religious services, and other activities that strengthen the religious life of the community. Waqf also contributes to the protection of life (*ḥifẓ al-naḥs*) by providing resources for food, health care, social assistance, and other basic needs, including benefits generated from agricultural land. Its contribution to the protection of intellect (*ḥifẓ al-'aql*) can be realized through educational and scientific

programs, while the protection of descendants (*hifz al-nasl*) is supported through the improvement of family and community welfare. Furthermore, the protection of property (*hifz al-māl*) requires the principal waqf asset to be preserved, protected from misuse, and developed productively so that its benefits remain sustainable (Makfud, 2026; Huda & Madarik, 2024).

In the context of waqf rice-field management, an *ijarah* arrangement must ensure that the land remains a protected waqf asset while its economic benefits are generated and distributed in accordance with the waqf pledge. The contract must comply with sharia principles, provide measurable benefits to the designated beneficiaries, and ensure that the rental income (*ujrah*) is managed transparently, responsibly, and accountably. The rice field may be cultivated by another party, but its ownership status cannot be transferred, sold, inherited, or treated as the private property of either the nazhir or the tenant. Therefore, the use of *ijarah* must simultaneously maintain the continuity of the asset, the legality of the contractual relationship, and the proper distribution of its proceeds (Nuraeni & Sumiati, 2025).

The legal principles of *ijarah* are further regulated in Fatwa DSN-MUI Number 112/DSN-MUI/IX/2017 concerning *Ijarah* Contracts. The fatwa defines *ijarah* as a contract involving the transfer of the right to use or benefit from goods or services for a specified period in exchange for an agreed rent or wage, without transferring ownership of the underlying asset (Rosyid, 2021). Its validity depends on the presence of legally competent contracting parties, a clear expression of offer and acceptance, an identifiable object of benefit, a definite rental period, and an agreed amount of *ujrah* (Ayunin et al., 2023). The parties must enter the agreement voluntarily and possess the legal capacity to conduct the transaction, while the benefits, object, duration, and payment obligations must be clearly understood by both parties (Rouf et al., 2021). Accordingly, an *ijarah* agreement may be expressed orally, in writing, through conduct, or by electronic means, provided that the contractual intention and essential terms are clear and do not create material uncertainty.

Islamic economic law generally recognizes freedom of contract and permits economic transactions unless a specific legal basis prohibits them (Lubis & Pradini, 2024; Zuhri et al., 2023). This principle allows individuals and institutions to enter into various contractual arrangements to meet economic and social needs, provided that the transactions do not involve usury, excessive uncertainty, fraud, injustice, exploitation, or the unlawful appropriation of another person's property. Islam also encourages cooperation and mutual assistance in economic activities, provided that such cooperation is directed toward goodness, fairness, and public benefit (Nurdin et al., 2022). Therefore, the leasing of waqf rice fields is permissible in

principle, but its implementation must remain subject to contractual clarity, asset protection, and the fiduciary responsibilities of the nazhir.

The Qur'anic foundation of Islamic economic activity emphasizes that ultimate ownership belongs to Allah, while human beings act as trustees responsible for using wealth lawfully and beneficially. Surah al-Baqarah [2]: 261 teaches that charitable expenditure produces multiplied benefits, while Surah al-Baqarah [2]: 267 requires people to give from lawful and valuable property. Surah Āli 'Imrān [3]: 92 further emphasizes that true righteousness is attained by giving from property that is genuinely valued, whereas Surah al-Hashr [59]: 7 underlines the importance of preventing wealth from circulating only among a limited group. These principles require waqf managers to avoid hoarding, usury, misuse, and unproductive control of assets while promoting equitable and socially beneficial utilization (Amalia, 2005). Consequently, the management of waqf rice fields through *ijarah* should not be assessed solely from the existence of the lease, but also from its capacity to preserve the waqf asset, generate lawful income, protect the rights of the parties, and realize sustainable benefits for the community.

### **Mechanism for the Ijarah-Based Management of Waqf Rice Fields at the Nurul Falah Mosque in Bolang Village**

The management of waqf rice fields at the Nurul Falah Mosque is closely connected to the mosque's historical development and the local community's religious participation. According to Rahmat Permana, Chairperson of the Nurul Falah Mosque Prosperity Council (*Dewan Kemakmuran Masjid* or DKM), the mosque was established by local community leaders before Indonesian independence, including H. Basyir and H. Abdul Somad. From its establishment, the mosque functioned not only as a place of worship but also as a center for religious education, social activities, and other community programs. As the number of activities increased, the original mosque building became inadequate, prompting the community to plan its renovation and expansion (Permana, 2025).

The high cost of renovating the mosque encouraged several community members to dedicate part of their agricultural property as waqf. Rice fields were selected because agriculture constitutes one of the principal livelihoods of the people of Bolang Village, and the village possesses approximately 411 hectares of agricultural land. The donation of rice fields, therefore, reflected both the community's economic characteristics and its strong commitment to supporting the continuity of mosque activities. Based on the available 2024 data, the Nurul

Falah Mosque manages approximately 5.679 hectares of waqf rice fields intended to generate income for the mosque's development and maintenance.

The interview conducted on August 7, 2025, revealed that the DKM, acting as the nazhir, had applied two different management models. Under the first model, the waqf rice fields were managed directly by the DKM with assistance from local cultivators, and the harvest was distributed under an agreed-upon profit-sharing arrangement. Under the second model, the DKM leased the rice fields to members of the local community for a specified planting period. The transition from direct cultivation to leasing was influenced by the DKM administrators' limited time, personnel, agricultural expertise, and operational capacity.

During the period of direct management, the DKM initially mapped the waqf rice fields because the plots were located in several different areas and had varying levels of fertility. This mapping was intended to identify the productive potential of each plot and to determine an appropriate cultivation strategy. Although direct management initially produced benefits for the mosque, the system became increasingly difficult to maintain because the DKM had to supervise agricultural activities intensively and bear the uncertainty of harvest yields. Seasonal conditions, agricultural risks, and fluctuating production further encouraged the DKM to adopt a leasing model to provide a more predictable income at the beginning of each planting season.

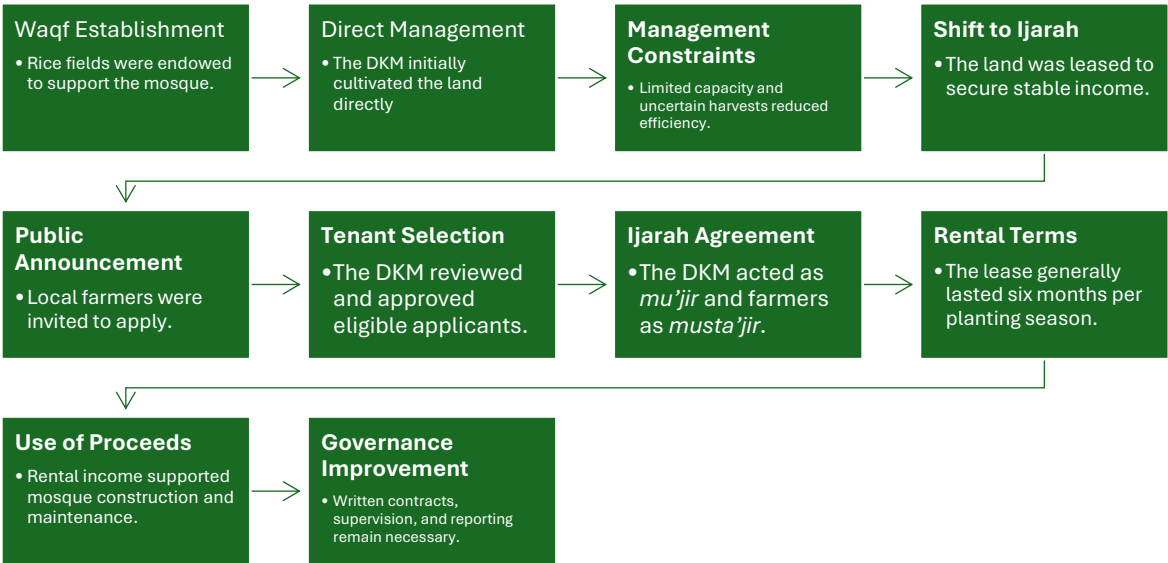
The decision to lease the waqf rice fields began with an internal deliberation involving the DKM administrators. During this deliberation, the administrators evaluated the condition of the land, the limitations of direct cultivation, the proposed rental value, and the intended use of the rental proceeds. After the leasing program was approved as a DKM policy, information concerning the availability of the waqf rice fields was announced to the local community before the Friday prayer. This public announcement was intended to provide community members with an opportunity to apply as prospective tenants.

Community members interested in cultivating the waqf rice fields submitted their applications to the DKM before the beginning of the planting season. The DKM subsequently discussed the applications internally, considering the applicants' agricultural capacity, willingness to pay the agreed-upon rent, and ability to maintain the waqf land. Once an application was approved, the DKM, acting as the lessor (*mu'jir*) and waqf nazhir, invited the prospective tenant (*musta'jir*) to agree upon the lease terms. The rental period was generally fixed at six months per planting season, with a rental value of IDR 9,000,000 per season. However, some arrangements were extended to two planting seasons, or approximately one year.

The agreement between the DKM and the tenant was concluded orally rather than through a comprehensive written contract. The tenant received a simple payment receipt, but the receipt did not fully document the boundaries and location of the leased plot, the rental period, the parties' rights and obligations, maintenance responsibilities, agricultural risks, or the mechanism for resolving disputes. The oral agreement, therefore, functioned as the principal basis of the contractual relationship, while the receipt served only as limited evidence of payment. This arrangement demonstrates that the leasing practice had fulfilled several substantive elements of an *ijarah* transaction, including the existence of contracting parties, a waqf asset to be utilized, a rental period, and an agreed rental payment. Still, it remained administratively weak because the material terms of the contract were not recorded comprehensively.

The rental proceeds were directed toward the construction, improvement, and maintenance of the Nurul Falah Mosque, as stipulated in the waqf's purpose. At the same time, the leasing arrangement enabled local farmers to obtain access to productive agricultural land and generate income from its cultivation. The mechanism, therefore, produced benefits for both the mosque and the surrounding community, although its governance still requires stronger documentation, financial reporting, supervision, and contractual safeguards. A written *ijarah* agreement would provide greater legal certainty without changing the permissible nature of the productive utilization of the waqf rice fields.

The overall mechanism of the *ijarah*-based management of the Nurul Falah Mosque's waqf rice fields is summarized in Figure 1.



**Figure 1.** Mechanism for the Ijarah-Based Management of Waqf Rice Fields at the Nurul Falah Mosque

Source: Authors' elaboration based on field data, 2025.

The involvement of local farmers in cultivating the Nurul Falah Mosque's waqf rice fields is comparable to agricultural waqf practices in several other countries. In Malaysia, agricultural waqf has been developed through *musaqah*-based partnerships that allow farmers to cultivate and maintain waqf land in return for an agreed share of the agricultural output, thereby combining asset productivity with community participation (Akhir et al., 2025). In Egypt, farmers also cultivate agricultural waqf land under rental arrangements, while the land's endowed status remains protected, and tenants are restricted from selling, transferring, or permanently altering the property (Nada & Sims, 2022). These experiences indicate that delegating cultivation to farmers is compatible with productive waqf management, provided that the nazhir retains institutional control, the parties' rights and obligations are clearly defined, and the waqf asset remains protected.

### **Validity and Legal Certainty of Ijarah-Based Waqf Rice Field Management under Indonesian Waqf Law**

The oral *ijarah* agreement used in managing the Nurul Falah Mosque's waqf rice fields cannot automatically be declared legally invalid merely because it was not incorporated into a written contract. Under the general principles of Indonesian contract law, an agreement may create legal relations when the parties have reached mutual consent, possess legal capacity, determine a specific object, and pursue a lawful purpose. Therefore, the oral form of the agreement primarily affects its evidentiary strength and administrative reliability rather than automatically eliminating its legal validity (Mohamad et al., 2025).

The more significant legal issue concerns the extent to which the Nazhir has fulfilled the obligations stipulated in Article 11 of Law Number 41 of 2004 concerning Waqf. The provision requires the nazhir to administer the waqf property, manage and develop it in accordance with its purpose, supervise and protect the asset, and report the performance of these responsibilities. These duties indicate that the nazhir must apply principles of prudence, transparency, accountability, and legal protection in every arrangement involving waqf property. Accordingly, the absence of a comprehensive written lease may indicate weaknesses in the nazhir's administrative performance, even though it does not necessarily invalidate the underlying contractual relationship.

The leasing of waqf rice fields to local farmers also does not inherently violate Indonesian waqf law. A nazhir may cooperate with third parties in managing and developing waqf assets as long as institutional control remains with the nazhir and the cooperation does not alter the ownership, function, or designated purpose of the waqf property. In the present case, the DKM

retains its position as nazhir, while the farmers obtain only a temporary right to cultivate the land. The *ijarah* mechanism is therefore legally acceptable in principle, provided that the nazhir continues to supervise the land, protect its physical and legal status, and ensure that the rental proceeds are used in accordance with the waqf pledge.

Nevertheless, the oral agreement creates several weaknesses in legal certainty. The payment receipt only proves that a certain amount of money was paid. Still, it does not comprehensively document the precise location and boundaries of the leased plot, the rental period, maintenance obligations, agricultural risks, renewal procedures, or the mechanism for settling disputes. When these terms are not recorded clearly, the parties may present different interpretations of the agreement in the future. Unwritten agreements are therefore more vulnerable to evidentiary disputes, denial of contractual obligations, and disagreement over the scope of the rights granted to the tenant (Ambarini & Hakim, 2025).

The lack of written documentation may also expose the waqf asset to broader legal risks. A tenant or another party could potentially claim a longer period of control, deny the agreed rental value, dispute the boundaries of the cultivated land, or transfer cultivation to another person without the nazhir's approval. Such risks may weaken the legal protection of the waqf property and create difficulties for future nazhirs, wakifs, heirs, mosque administrators, or government authorities in verifying the actual contractual arrangement. This concern is relevant to the principle that waqf property must be continuously protected from unlawful transfer, misuse, abandonment, and unauthorized control (Rifatunnisa, 2018).

Despite these administrative weaknesses, the management of the Nurul Falah Mosque's waqf rice fields remains consistent with the general purposes and functions of waqf stipulated in Articles 4 and 5 of Law Number 41 of 2004. The leasing arrangement enables the economic potential of the rice fields to be utilized to construct, improve, and maintain the mosque as a center of worship and community activities. It also provides local farmers with temporary access to productive agricultural land, thereby benefiting both the mosque and the surrounding community. Thus, the practice reflects the productive and welfare-oriented functions of waqf, although its governance requires significant improvement.

Based on these considerations, the *ijarah*-based management of the Nurul Falah Mosque's waqf rice fields should be regarded as legally permissible but administratively insufficient. Its principal weakness lies not in the contract's oral form itself, but in the absence of comprehensive documentation, systematic supervision, transparent financial records, and formal reporting. The nazhir should therefore prepare a written *ijarah* agreement specifying the identity of the parties, the description and boundaries of the land, the rental value, the contract

period, the maintenance responsibilities, the allocation of agricultural risks, the use of rental proceeds, the supervision procedures, and the dispute-resolution mechanism. Such improvements would strengthen legal certainty, protect the waqf asset, and ensure that its productive management remains consistent with the nazhir's duties.

### **Validity of the Ijarah-Based Utilization of Waqf Rice Fields under Islamic Economic Law**

From the perspective of Islamic economic law, the leasing of the Nurul Falah Mosque's waqf rice fields is permissible in principle. This assessment is based on the general rule that economic transactions are allowed unless they contain elements expressly prohibited by Islamic law, such as usury, excessive uncertainty, fraud, coercion, injustice, or unlawful appropriation of property (Siregar, 2019; Suratmaputra, 2017). Accordingly, the absence of a specific textual provision regulating a particular form of agricultural lease does not automatically make the transaction unlawful, provided that its substance and implementation remain consistent with sharia principles (Musaiyana & Fathonih, 2025).

The oral *ijarah* agreement practiced in Bolang Village may also be considered valid if the contract's essential pillars and conditions are met. These elements include legally competent contracting parties, mutual consent, an identifiable object of benefit, a specified rental period, and an agreed amount of *ujrah*. In the present case, the DKM acts as the lessor (*mu'jir*) in its capacity as nazhir, while members of the local community act as tenants (*musta'jir*) who obtain the right to cultivate the waqf rice fields for an agreed period. The existence of a payment receipt further indicates that the parties acknowledged the lease relationship and the payment of rental consideration.

The validity of the oral agreement is consistent with Fatwa DSN-MUI Number 112/DSN-MUI/IX/2017 concerning *Ijarah* Contracts. The fatwa defines *ijarah* as a contract that transfers the right to use or benefit from goods or services for a specified period, in exchange for an agreed-upon rental payment or wage, without transferring ownership of the underlying asset. It also permits the contractual expression to be made orally, in writing, by conduct, by sign, or electronically, provided that the intention and essential terms of the agreement are clearly expressed and understood by the parties (DSN-MUI, 2017). Therefore, the oral form of the agreement cannot by itself be used as a legal basis for declaring the *ijarah* invalid.

The oral nature of the agreement nevertheless creates potential Sharia and evidentiary problems when its material terms are not clearly defined. Uncertainty may arise regarding the precise location and boundaries of the leased plots, the duration of the agreement, the allocation of cultivation and maintenance costs, the responsibility for damage, the consequences of crop

failure, and the mechanism for terminating or renewing the lease. Such uncertainty may amount to *jahālah* or *gharar* when it is sufficiently serious to obscure the rights and obligations of the parties or generate future disputes. The legal concern identified by Muhammad and Effendy (2022) is therefore more appropriately understood as the risk created by insufficient contractual clarity and evidence, rather than as a prohibition against oral *ijarah* agreements.

The customary use of oral agreements in Bolang Village may be considered a form of local custom or *'urf*, but custom cannot eliminate the requirement for clarity, fairness, and protection of the waqf asset. A customary practice may be recognized in Islamic economic law when it is commonly accepted, does not contradict an explicit sharia principle, and does not cause harm to either party. In this case, the oral practice may support the social recognition of the agreement. Still, it remains insufficient to document all material terms needed for the professional management of waqf assets. Accordingly, local custom should be strengthened through a written contract rather than used to justify weak administrative practices.

International experience also demonstrates that the sustainability of agricultural waqf depends not merely on the permissibility of leasing, but on the quality of its governance. In Pakistan, agricultural waqf assets administered by public religious institutions have been leased to generate institutional revenue while preserving the land's endowed status, thereby placing contractual management within a formal administrative structure (Malik, 1990). In Türkiye, the continued productive management of the Ayvalık waqf olive groves likewise reflects the importance of delegated cultivation, institutional supervision, and the preservation of the principal asset across different periods of waqf administration (Cihan Temizer, 2021). Compared with these practices, the Nurul Falah Mosque's oral leasing arrangement remains substantively permissible. Still, it requires stronger written documentation, periodic supervision, fair rental assessment, and transparent reporting to achieve a comparable level of professional waqf governance.

The utilization of rental proceeds for the construction, improvement, and maintenance of the Nurul Falah Mosque demonstrates that the arrangement is directed toward the purpose of the waqf. The lease also enables local farmers to access productive agricultural land while preserving the rice fields' status as waqf property. These benefits support the principles of public welfare, asset preservation, and productive waqf management. However, the nazhir must ensure that the rental value is fair, the land is properly maintained, the proceeds are transparently recorded, and the benefits are distributed in accordance with the waqf pledge.

Based on these considerations, the oral *ijarah* arrangement at the Nurul Falah Mosque is substantively permissible. It may be valid under Islamic economic law, provided that the

contracting parties, the leased benefits, the rental period, and the *ujrah* are clearly agreed upon. Its principal weakness lies not in its oral form but in the limited documentation of the material terms, which may create uncertainty, weaken evidence, and expose the waqf asset to future disputes. The appropriate legal response is therefore not to declare the contract automatically invalid, but to strengthen it through comprehensive written documentation, transparent financial records, periodic supervision, and accountable reporting by the nazhir.

The novelty of this study lies in distinguishing the substantive validity of an oral *ijarah* contract from its evidentiary and governance weaknesses. Previous analyses often treat the absence of a written agreement as sufficient grounds to question the validity of the transaction. In contrast, Islamic economic law recognizes oral contracts as valid provided their essential elements are clear and mutually understood. This study demonstrates that the more significant problem concerns the nazhir's ability to document the contractual terms, protect the waqf asset, supervise its utilization, and account for the rental proceeds.

This distinction provides a more accurate framework for assessing the management of agricultural waqf through *ijarah*. The study proposes that mosque-based waqf managers adopt a written lease instrument that includes the identities of the parties, the description and boundaries of the land, the rental value, the contract period, maintenance responsibilities, allocation of agricultural risks, use of rental proceeds, supervision procedures, and dispute-resolution mechanisms. Such documentation does not constitute a new requirement for the substantive validity of *ijarah* but serves as an instrument to strengthen legal certainty, sharia compliance, transparency, and professional waqf governance.

## **Conclusion**

The management of the Nurul Falah Mosque's waqf rice fields through *ijarah* is carried out by inviting local community members to apply as prospective tenants before the planting season, followed by internal deliberation by the DKM, as the nazhir, to determine the rental period and payment terms. The agreement is concluded orally, and the tenant receives only a payment receipt as the only documentary evidence. From the perspective of Indonesian waqf law, this practice is not automatically invalid because a nazhir may cooperate with third parties in managing productive waqf assets, provided that the arrangement remains consistent with the purpose of the waqf and the nazhir continues to administer, protect, supervise, and report the asset. From the perspective of Islamic economic law, the oral *ijarah* contract may also be valid because Fatwa DSN-MUI Number 112/DSN-MUI/IX/2017 recognizes oral contractual expressions as long as the parties, leased benefits, rental period, and *ujrah* are clearly agreed

upon. Nevertheless, the absence of a comprehensive written contract creates evidentiary and governance weaknesses, particularly regarding land boundaries, maintenance obligations, agricultural risks, contract renewal, dispute resolution, financial reporting, and the protection of the waqf asset.

This study is limited by its focus on a single mosque-based waqf management practice and by its reliance on available interviews, payment receipts, institutional information, and field observations. The study has not yet compared the rental value with prevailing agricultural land prices, examined the complete financial records of rental proceeds, or assessed the long-term impact of the leasing arrangement on the productivity and physical condition of the waqf rice fields. Future studies should involve multiple waqf institutions, tenants, wakifs, officials of the Office of Religious Affairs, and representatives of the Indonesian Waqf Board to produce a broader comparative analysis. Further research should also evaluate the fairness of the rental value, the effectiveness of written *ijarah* contracts, the accountability of benefit distribution, and the contribution of agricultural waqf management to the welfare of the mosque and the surrounding community.

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