

Cooperation Based on The *Mudharabah bil Mukhabarah* Contract as an Effort to Maintain Food Security

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Abstract

The issue of food security in Indonesia through the Department of Agriculture has been designated as a policy priority in agricultural development. This is due to the lack of adequate food availability for the community as shown d by the continued import of staple food ingredients from other countries, especially rice that is the main food source for the Indonesian people. The price of rice is increasing due to the decline in rice harvest area and also driven by the impact of El Nino, so that efforts are needed to maintain food security. This research is based on the concept of mudharabah bil mukhabarah which combines the rules of Islamic law and positive law in Indonesia that are applied to agricultural cooperation as an effort to maintain food security. The research method used in this research is a normative legal research type with a statutory and conceptual approach. The results of the research are that cooperation based on a mudharabah bil mukhabarah agreement combines three parties, namely (1) the Government (BULOG) as a provider of capital in the form of fertilizer, superior plant seeds and agricultural equipment, (2) the land owner who provides agricultural land, and (3) Cultivator farmers who manage agricultural land using the expertise, energy and time they have. The harvest results in this collaboration are sold back to BULOG and the profits are distributed to the parties according to the ratio agreed at the beginning of the agreement, so that food supplies can be met with fairness, transparency and sustainability in every transaction and relationship between the parties in maintaining national food security.

I. Introduction

Food security is one of the essential issues for a country, especially for Indonesia with a fairly high population growth. The increase in population has led to an increase in demand for foodstuffs, both in terms of quantity and quality. Indonesia as a country

with the fourth largest population in the world, reaching more than 273 million people,¹ has diverse geographical characteristics that face various challenges in maintaining food security for all of its people. This is a challenge for Indonesia in ensuring that domestic food production is able to meet the increasing needs.

The issue of food security in Indonesia through the Ministry of Agriculture has been set as a policy priority in agricultural development since the post-New Order period.² This continued until the leadership of President Susilo Bambang Yudhoyono and remained the main highlight in the era of President Joko Widodo, marked by the inclusion of the issue of food security in the seventh *Nawacita* agenda, namely to realize economic independence.³

Food security, as defined by the Food and Agriculture Organization (FAO),⁴ refers to a condition in which all households have both physical and economic access to sufficient food, and where all family members are not at risk of losing these accesses. Therefore, food security is a fundamental prerequisite for the successful implementation of national development.⁵ Based on Article 1 number 3 of Government Regulation No. 17 of 2015 concerning Food Security and Nutrition, it is stated that "Food Security is a condition for the fulfillment of food for the state and individuals, which is reflected in the availability of sufficient food, both in quantity and quality, safe, diverse, nutritious, equitable, and affordable and not contrary to the religion, beliefs, and culture of the community, to be able to live a healthy life, active, and productive in a sustainable manner".

Food is the most important basic need for humans to maintain their lives.⁶ In this regard, achieving high-quality human resources is closely dependent on the fulfillment of food needs and the assurance of adequate nutrition. The staple food commodities that are classified as the main needs for the Indonesian people are paddy, which produces rice, in addition to other staple foods such as corn, soybeans, garlic, and so on.⁷ Rice is a food commodity that plays a very important role in food security, because in Indonesia rice

¹ Muhammad Akhdan Fadhill et al., "Perbandingan Sistem Levitasi Magnetik Ems dan Eds Untuk Maglev Indonesia," *Jurnal Syntax Admiration* 5, no. 1 (2024): 295, <https://doi.org/10.46799/jsa.v5i1.1019>.

² Edy Agustinus and Resky Nanda Pranaka, "Role and Types of Social Capital in Supporting Food Security of Farmer Families in Living Villages," *Jurnal Ilmu Sosial dan Humaniora* 25, no. 2 (2020): 103.

³ Ibid.; See also in Dewi Wuryandani dkk., *Mewujudkan Agenda Prioritas Nawacita* (Jakarta Pusat: Pusat Pengkajian, Pengolahan Data dan Informasi (P3DI), 2015).

⁴ FOA is an organization formed by the United Nations on October 16, 1945 and has the authority to take care of various matters related to food and agricultural products in the world. See in Rofiyana Sri Marantika, "Strategi Food and Agriculture Organization dalam Mengatasi Krisis Pangan Akibat Cuaca Ekstrem di Sub-Sahara," *Journal of International Studies* 5, no. 1 (2024): 18.

⁵ Reni Chairani et al., "Ketahanan Pangan Berkelanjutan," *Jurnal Kependudukan dan Pembangunan Lingkungan* 2 (2020): 24, <http://jkpl.ppj.unp.ac.id/index.php/JKPL/article/view/13/8>.

⁶ Ibid., 23.

⁷ Olief Imandira Ratu Farisi et al., "Prediksi Harga Komoditas Pangan di Indonesia Menggunakan Backpropagation," *COREAI: Jurnal Kecerdasan Buatan, Komputasi dan Teknologi Informasi* 3, no. 1 (2022): 91, <https://doi.org/10.33650/coreai.v3i1.4282>.

is the most important staple food for the community.⁸ Based on this, the provision of rice as an effort to maintain food security is important because the number of Indonesia's population growth is also increasing.⁹

Currently, rice production in Indonesia is declining. The low rice production according to the Central Statistics Agency (CSA) is influenced by the El Nino phenomenon, which resulted in a significant increase in rice imports due to a decrease in food production, where from 2015 to 2022 the Indonesian Public Logistics Agency (*Perum BULOG*) had imported 1.6 million tons of rice until early September 2023.¹⁰ Climate change phenomena such as El Nino have a serious impact and is one of the causes of the potential global food crisis which is marked by a decline in major food crops such as paddy that produces rice.¹¹ The impact of El Nino which causes a decrease in food production, also disrupts food supply to other deficit areas.¹² This, according to the FOA, could potentially result in a food crisis as a follow-up to the Covid-19 Pandemic.¹³

In dealing with this phenomenon, and as an effort to maintain food security, the researcher wants to provide thoughts in the form of a new concept through a cooperation model based on the *mudharabah bil mukhabarah* contract in the partnership of rice farmers. The *mudharabah bil mukhabarah* contract is a new concept in the field of sharia economics, namely between the *mudharabah* contract and the *mukhabarah* contract, so it requires analysis and understanding of the elements contained in it.¹⁴ The *mudharabah* contract is a profit-sharing cooperation agreement between the financier and the capital manager to run a business with the provision that profits and losses are divided proportionally based on the agreement of the parties.¹⁵ The *mukhabarah* contract is a cooperation in the agricultural sector between land owners and cultivators with plant seeds from cultivators based on sharia principles.¹⁶ In this regard, the researcher is interested in discussing how agricultural cooperation based on the *mudharabah bil mukhabarah* contract is an effort to maintain food security?.

⁸ Achmad Andriyanto and Amri Yanuar, "Model Distribusi Industri Pangan di Jawa Barat dengan Menggunakan Pendekatan Causal Loop Sistem Dinamik," *Competitive* 15, no. 1 (2020): 13, <https://doi.org/10.36618/competitive.v15i1.627>.

⁹ Ibid.

¹⁰ Naira Afshari Putri, "Dampak Pemberhentian Ekspor Beras dari Negara-Negara Pengekspor Utama Terhadap Ketahanan Pangan Indonesia," *Jurnal Ilmu Manajemen, Ekonomi dan Kewirausahaan (JIMEK)* 4, no. 1 (2024): 110, <https://doi.org/10.55606/jimek.v4i1.2680>.

¹¹ El Nino is a hot climate change that can cause drought and have an impact on crop failure which in turn also results in a shift in the planting season. See in Saefudin Saefudin, "Strategi Perencanaan Menghadapi Krisis Pangan dan El Nino," *Warta BSIP Perkebunan* 1, no. 3 (2023): 21; Lihat juga pada Leo Rio Ependi Malau dkk., "Dampak Perubahan Iklim Terhadap Produksi Tanaman Pangan di Indonesia," *Jurnal Penelitian Pertanian Terapan* 23, no. 1 (30 Maret 2023): 35, <https://doi.org/10.25181/jppt.v23i1.2418>.

¹² Saefudin, "Strategi Perencanaan Menghadapi Krisis Pangan Dan El Nino," 22.

¹³ Ibid., 21.

¹⁴ Dyah Ochtorina Susanti, "Muzara'ah dengan Sistem Murabahah dalam Upaya Menstabilkan Harga Kedelai di Masa Pandemi Covid-19," *Jurnal Arena Hukum* 14, no. 3 (t.t.): 590, <https://doi.org/10.21776/ub.arenahukum.2021.01403.9>.

¹⁵ Sofyan S. Harahap et al., *Akuntansi Perbankan Syariah* (LPFE Usakti, 2010), 90.

¹⁶ Wahbah Az-Zuhaili, *Fiqh Islam Wa Adillatuhu Jilid 6* (Gema Insani, 2011), 564.

2. Research Methods

The research method used in this study is normative juridical. The type of normative legal research is literature law research that focuses on laws or regulations that are written and applicable in society.¹⁷ Based on this, this study examines the rules and norms related to the *mudharabah bil mukhabarah* contract both in positiv law and Islamic law, rules related to agricultural cooperation and food security in Indonesia. The approach in this study is a statute approach and a conceptual approach that examines legal rules and concepts regarding legal issues raised from various literature or literature sources.

3. Results and Discussion

3.1. Agricultural Cooperation Based on the *Mudharabah bil Mukhabarah* Contract

An agreement is the foundation of a cooperation, which binds both parties to bind each other. Agreements in Islamic law are referred to as contracts or known as *akad*. *Akad* plays an important role in *muamalah* activities both in the fields of business, economics and finance.¹⁸ This is also included in agricultural activities. *Akad* is part of *tasarruf*, namely "everything that comes out of man with his will and *shari*' establishes some of his rights".¹⁹ *Tasarruf* is divided into two types, meaning *tasarruf fi'li* and *tasarruf qauli*. *Tasarruf fi'li* is an effort or activity carried out by humans with their tenaaga and body (except the tongue), such as utilizing agricultural land, and carving goods from buying and selling. Whereas *tasarruf qauli* is something that comes out of human speech, such as a statement of agreement between two parties to bind each other in a cooperation or sale. In this regard, based on a contract, a legal relationship is established where the parties have the right to sue each other and fulfill their obligations as mutually agreed upon.²⁰

In line with the development of the times and the increasing number of human needs, there is a phenomenon of multi-contract (hybrid contract) in a business activities.²¹ Multi-sharia contracts refer to the use of several types of contracts in one transaction or a series of transactions in sharia business transactions. The use of multi-contracts aims to meet various financial and business needs that cannot be met with only one type of contract. The application of multi-sharia contracts demonstrates the evolution and innovation of sharia-based financial practices, as they continue to adapt to the dynamic

¹⁷ Muhammad Siddiq Armia, *Penentuan Metode & Pendekatan Penelitian Hukum* (Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), 11.

¹⁸ Nur Wahid, *Multi Akad dalam Lembaga Keuangan Syariah* (Deepublish Publisher, 2019), 1.

¹⁹ Ibid.

²⁰ Jaih Mubarak and Hasanudin Hasanudin, *Fikih Mu'amalah Maliyah:Prinsip-prinsip Perjanjian* (Simbiosis Rekatama Media, 2020), 40.

²¹Multi-contract in fiqh literature is also known as *al-uqud al-murakkabah*. Nazih Hammad defines this as "an agreement between two parties to carry out a contract containing two or more contracts, such as buying and selling with rent, grant, *wakalah*, *qard*, *muzaraah*, *sarf*, *shirkah*, *mudharabah*, and so on, so that all the legal consequences of the contracts collected, as well as all rights and obligations arising are pandanf as a single unit that cannot be separated, as the legal consequences of one contract." Wahid, *Multi Akad dalam Lembaga Keuangan Syariah*, 21.

demands of the modern era. While offering alternative mechanisms to contemporary financial transactions, these contracts remain grounded in core Islamic principles, aiming to address the growing complexity and diversity of sharia economic activities.²² The law of using multi-contract is permissible as long as it does not contradict the sharia', as the basic rule that has been agreed upon by the scholars of the four schools that is the foundation of every *muamalah* activity, namely:²³ "The basic law of *muamalah* is permissible, until there is a postulate that prohibits it."

This rule gives much freedom to humans to develop transaction models and contract products in *muamalah*, but still requires attention to the provisions and rules of sharia that have been stipulated in Islamic law. This means that the freedom given should not cause tyranny and losses which refer to the practice of usury, *maisir*, *gharar*, and other prohibited.²⁴

Sharia contracts are basically classified into several types, such as sale and purchase contracts, cooperation contracts, lease contracts and so on.²⁵ In this regard, the *mudharabah bil mukhabarah* contract in cooperation in the field of agriculture is a new concept that combines the *mudharabah* contract which is classified as a profit-sharing cooperation contract and the *mukahabarah* contract which is included in the agricultural contract.

Mudharabah is often also called *qiradh*, which means to cut, because the owner of the capital (*shohibul maal*) cuts off part of his property to be traded (business capital) with the aim of getting some profits.²⁶ Some *fiqh* experts, such as Hanafi scholars and Hambali scholars, use the term *mudharabah*, while Maliki and Shafi'i scholars refer to it as *qiradh*.²⁷ The *mudharabah* contract includes a cooperation contract in asset management where the owner of the capital provides all capital and the manager manages the business so as to generate profits. The profits obtained are divided according to the agreement of the parties as outlined in the agreement.²⁸

Mudharabah basically has a unique principle because it has a philosophical view of profit and loss sharing.²⁹ Based on this principle, not only are the profits from capital management shared between the *shohibul mal* and the *mudharib*, but any losses incurred from the business conducted under the *mudharabah* contract are also borne

²² Ibid., 53.

²³ Yuli Irawan Rasit et al., "Layanan Aplikasi Go-Jek: Realitas Multi Akad dalam Transaksi Jual Beli Online Go-Food Perspektif Ekonomi Islam," *Mu'amalat: Jurnal Kajian Hukum Ekonomi Syariah* 15, no. 1 (2023): 24, <https://doi.org/10.20414/mu.v15i1.6528>.

²⁴ Ibid.

²⁵ Mardani Mardani, *Fiqh Ekonomi Syariah* (Kencana, 2016).

²⁶ Irfan Irfan, *Analisis Pembiayaan Mudharabah Perbankan Syariah di Indonesia* (Unimal Press, 2018), 17.

²⁷ Chasanah Novambar Andiyansari, "Akad Mudharabah dalam Perspektif Fikih dan Perbankan Syariah," *SALIHA: Jurnal Pendidikan & Agama Islam* 3, no. 2 (2020): 43, <https://doi.org/10.54396/saliha.v3i2.80>.

²⁸ Eka Wahyu Hestya Budianto, "Pemetaan Penelitian Akad Mudharabah Pada Lembaga Keuangan Syariah: Studi Bibliometrik Vosviewer Dan Literature Review," *J-EBIS (Jurnal Ekonomi dan Bisnis Islam)* 7, no. 1 (2022): 45, <https://doi.org/10.32505/j-ebis.v7i1.3895>.

²⁹ Chasanah Novambar Andiyansari, "Akad Mudharabah dalam Perspektif Fikih dan Perbankan Syariah," 43.

jointly by both parties. This reflects a justice-based cooperative system in which responsibilities and business risks are shared equitably.³⁰ In this regard, *mudharabah* can be interpreted as a partnership agreement in which one party provides capital and the other party manages the business. The profits generated from this business will be divided according to the initial agreement, while the losses are fully borne by the capital owner except for losses caused by negligence or violation of the business manager.

The types of *mudharabah* are divided into two, namely: *mudharabah mutlaqah* and *mudharabah muqayyadah*. *Mudharabah mutlaqah* is a *mudharabah* cooperation where the scope is very broad and is not limited by the specifications of the type of business, time and location of certain business, whereas *mudharabah muqayyadah* is a cooperation based on *mudharabah* that is limited by the type of business, time, and location of a certain business, which is included in the *mudharabah* contract.³¹ The legal basis of *mudharabah* is contained in QS. Al-Baqarah (2) verse 198 which means: "there is no sin for you to seek the bounty of your God". Meanwhile, in positive law, the existence of *mudharabah* is regulated in several regulations such as: Law Number 21 of 2008 concerning Sharia Banking, Supreme Court Regulation Number 2 of 2008 concerning the Compilation of Sharia Economic Law (CSEL),³² DSN-MUI Fatwa Number: 07/DSN-MUI/IV/2000 concerning Mudharabah Financing (Qiradh), and DSN-MUI Fatwa Number: 115/DSN-MUI/IX/2017 concerning Mudharabah Contract.

Mudharabah is a type of cooperation agreement that is widely used in Islamic business and financial transactions in Indonesia. The conditions and pillars of *mudharabah* as regulated in the CSEL are:³³

Article 231 concerning the conditions for the *mudharabah*:

- (1) The owner of capital is obliged to hand over funds and/or valuable goods to other parties to carry out cooperation in a business;
- (2) The recipient of capital carries out a business in the agreed field; and
- (3) The agreement on the type of business to be carried out is stipulated in the contract.

Article 232 concerning the 3 (three) pillars of *mudharabah* has 3 (three):

- (1) *Shahib al mal* (Capital Owner);
- (2) *Mudharib* (Business Actors); and
- (3) *Akad* (Contract).

Based on the principles and conditions of the *mudharabah*, when described in the form of a profit-sharing cooperation scheme based on the *mudharabah* contract, it is as follows:

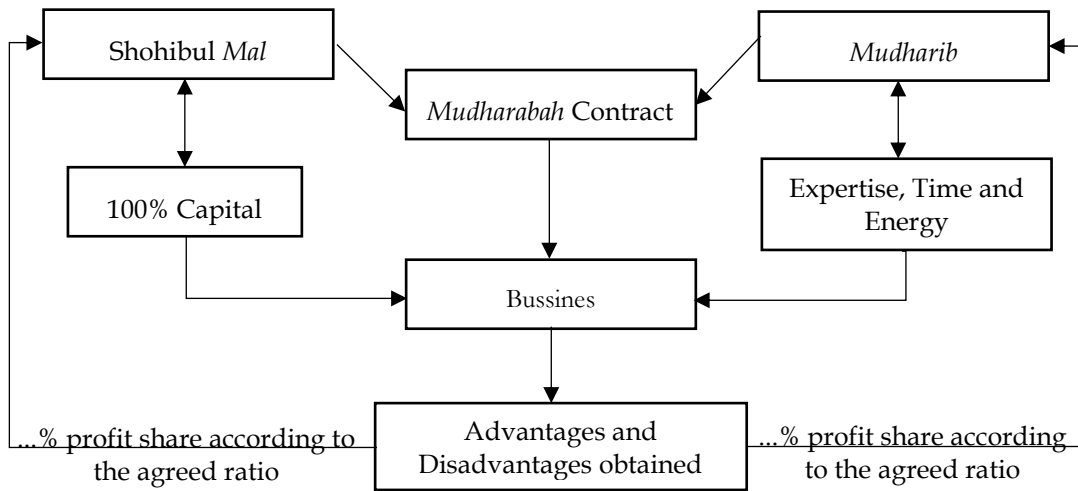
³⁰ Ibid.

³¹ Mardani, *Fiqh Ekonomi Syariah*, 198.

³² See Articles 231 to 254 of the Supreme Court Regulation Number 2 of 2008 concerning the Compilation of Sharia Economic Law (CSEL).

³³ Mardani, *Fiqh Ekonomi Syariah*, 196.

Chart 1. Mudharabah Scheme



Source: Personal, processed, 2024

Referring to the scheme above, it can be seen that in the *mudharabah* contract, the parties who agree to carry out cooperation based on the contract provide capital in different forms to run the agreed business, namely 100% of the capital from the *shohibul mall* and the capital of expertise, energy and time from the capital manager. The distribution of profits and losses is adjusted to the capital of each party and is agreed in the form of a percentage obtained from the profits of the business. Meanwhile, business risks are also shared between capital owners and business managers, with capital owners bearing financial losses and business managers bearing losses of time and energy. Through *mudharabah*, it provides opportunities to those who have skills or business ideas but do not have the capital to start a business. This *mudharabah* contract must also ensure transactions are free from usury and in accordance with sharia principles.

The second contract in this concept is *mukhabarah*, which comes from the word *al-khabar* which means loose/fertile soil.³⁴ *Mukhabarah* in the Great Dictionary of Indonesian is explained as a profit-sharing agreement in land cultivation, where the land owner gives his land to be cultivated by cultivating farmers whose plant seeds come from farmers with the profits of agricultural business divided according to the agreement.³⁵ *Mukhabarah* according to Shafi'i scholars is said to be managing the land for something that is produced, where the seeds come from cultivating farmers.³⁶

According to Imam Bukhari who narrated from Jabir that the Arabs always manage their land in *mukhabarah* or *muzara'ah* with a division of 1:2, 1:3, and 1:1. Furthermore, there are several conditions that must be met for the harvest, namely: the form of the crop must be clearly stated in the contract because the harvest will be used as a wage, the harvest is a common property between the landowner and the cultivating farmer, the

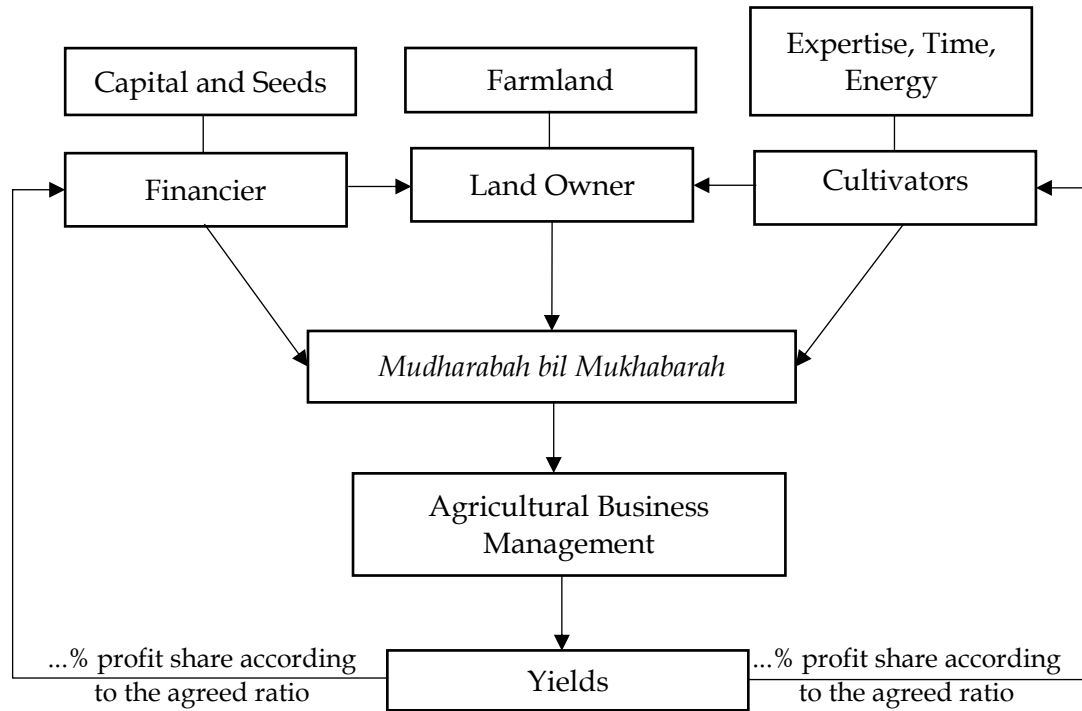
³⁴ Az-Zuhaili, *Fiqh Islam Wa Adillatuhu Jilid 6*, 563.

³⁵ Ana Liana Wahyuningrum and Darwanto Darwanto, "Penerapan Bagi Hasil Maro Perspektif Akad Mukhabarah," *TAWAZUN: Journal of Sharia Economic Law* 3, no. 1 (2020): 50, <https://doi.org/10.21043/tawazun.v3i1.7544>.

³⁶ *Ibid.*

distribution of the yield must be determined according to the agreement of both parties, and in general harvest is determined based on the total yield.³⁷ The mechanism of *mukhabarah* is as follows:

Chart 2. Mukhabarah Scheme



Source: personal, processed, 2024

Based on the chart, it can be seen that agricultural cooperation based on *mukhabarah* is a land use cooperation between land owners who hand over their land as capital to be cultivated and cultivating farmers who have capital in the form of skills and expertise as well as plant seeds with terms and conditions that the harvest from the management of the agricultural land is divided by both parties according to the waste agreed at the beginning of the agreement. The implementation period is usually carried out seasonally according to the planting period of the agreed type of agriculture.³⁸

According to the explanation of the two contracts, it can be understood that the *mudharabah* contract and the *mukhabarah* contract are cooperation contracts with the profit-sharing system in Islamic law. The difference is that the *mudharabah* contract is more often used in sharia business and financial activities while the *mukhabarah* contract is more often used in the agricultural sector a cooperations.³⁹ The two contracts can be

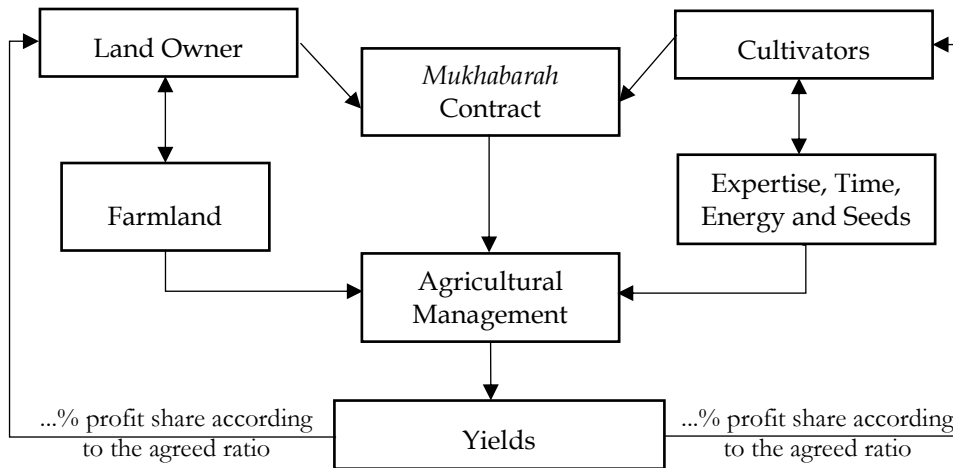
³⁷ Ibid.

³⁸ Auliya Safira Putri et al., "Karakteristik Akad Mukhabarah bil Mudharabah Pada Kemitraan Pertanian Tebu," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 12, no. 2 (2023): 352, <https://doi.org/10.24843/JMHU.2023.v12.i02.p09>.

³⁹ Ibid., 354.

combined into one contract, namely *mudharabah bil mukhabarah* as long as there are no elements that are contrary to sharia principles in its application. Through the merger of the two contracts, it means that there is a difference where initially each contract consists of two parties to now 3 (three) parties, namely: the financier, the land owner, and the cultivator. The mechanism for merging the contract is:

Chart 3. *Mudharabah bil Mukhabarah* Contract Scheme



Source: Personal, processed, 2024

Related to this in agricultural cooperation using the *mudharabah bil mukhabarah* contract, the three parties involved in this contract each provide different capital, namely the financier provides capital in the form of agricultural funds and plant seeds, the land owner provides capital in the form of agricultural land and the cultivator farmer provides capital in the form of expertise, time, and energy. The three are incorporated into one agreement in managing agriculture, so that the proceeds from the sale of the harvest, both profits and losses, will also be distributed to the three parties involved, each of which is in accordance with their contribution.

3.2. Creating Food Security Through Agricultural Cooperation Based on the *Mudharabah bil Mukhabarah* Contract

Indonesia as an agrarian country, despite having such large agricultural land, still faces various complex food security challenges.⁴⁰ In fact, with soil conditions that are mostly suitable for agricultural land, Indonesia should be included in the list of countries that have a food security index in the top position in the world, but this has not been realized.⁴¹ This is marked by the fact that there are still imports of rice, corn and other staple foods from other countries, accompanied by the Global Hunger Index data in 2019 which stated that Indonesia is in a critical category where the hunger rate is still large

⁴⁰ Rofinus Neto Wuli, "Penerapan Manajemen Sumber Daya Manusia Pertanian untuk Menciptakan Petani Unggul Demi Mencapai Ketahanan Pangan," *Jurnal Pertanian Unggul* 2, no. 1 (2023): 2.

⁴¹ Ibid.

and needs to be dealt with seriously and immediately.⁴² Another fact, based on the results of Economist Impact research between April and July 2022 regarding the Global Food Security Index Score, Indonesia ranked 63rd out of 113 countries in the world.⁴³

According to Bustanil, food security is a challenge that is a priority in realizing the nation's welfare at this time.⁴⁴ Furthermore, according to Syaikat, national food security is realized when there is a balance between supply and demand for national food needs at the price level and the amount of availability in the market that can be accessed by the public.⁴⁵ Food security is a complex global challenge that refers to the ability of a country or region to meet sustainable food needs.

Food security itself in Article 1 number 4 of the Food Law is defined as *“the condition of food fulfillment for the state and individuals, which is reflected in the availability of food that is sufficient in quantity and quality, safe, diverse, nutritious, equitable and affordable and inactive and productive in a sustainable manner.”* Food security itself in Article 1 number 4 of the Food Law is defined as *“the condition of food fulfillment for the state and individuals, which is reflected in the availability of food that is sufficient in quantity and quality, safe, diverse, nutritious, equitable and affordable and inactive and productive in a sustainable manner”*. Based on this understanding, there are 3 (three) pillars in food security, namely: availability, affordability (both physically and economically), as well as stability these must be available and reach at all times in every place.⁴⁶ The government and the community must collaborate and actively work together to realize food security and build a good and resilient food security system.⁴⁷ Success in realizing food security will largely depend on the approach used in looking at the context of food security and integrating food security policies with national development policies.⁴⁸

Food security in Indonesia is closely related to the agricultural sector, so it is necessary to optimize agricultural resources in realizing food security. Related to this, as an example of the implementation of agricultural cooperation, researchers in this focus on rice agriculture which produces rice as the most important source of staple food in Indonesia. The rice agriculture sector plays a crucial role in food security in Indonesia, considering that rice is the staple food of the majority of the population.⁴⁹ In fact, the sector faces various challenges that affect the productivity and stability of rice supply. One of the problems is that there are still many rice farmers who still use traditional methods with low and inconsistent yields coupled with climate change that adds to uncertainty, such as the El Nino phenomenon that threatens crop yields.

⁴² Sarah Pramadani et al., “Kearifan Lokal Sawah Surjan di Kulon Progo Sebagai Upaya Ketahanan Pangan,” *Jurnal Teori dan Praksis Pembelajaran IPS* 7, no. 1 (2022): 7, <https://doi.org/10.17977/um022v7i12022p1>.

⁴³ Wuli, “Penerapan Manajemen Sumber Daya Manusia Pertanian untuk Menciptakan Petani Unggul Demi Mencapai Ketahanan Pangan,” 2.

⁴⁴ Reni Chaireni dkk., “Ketahanan Pangan Berkelanjutan” 2 (2020): 24.

⁴⁵ Andi Rachman Salasa, “Paradigma dan Dimensi Strategi Ketahanan Pangan Indonesia,” *Jejaring Administrasi Publik* 13, no. 1 (2021): 35–48, <https://doi.org/10.20473/jap.v13i1.29357>.

⁴⁶ Emilda Kuspraningrum et al., “Meningkatkan Ketahanan Pangan Provinsi Kalimantan Timur Melalui Haki Atas Varietas Tanaman Padi,” *Risalah Hukum* 20, no. 2 (2023): 117.

⁴⁷ Salasa, “Paradigma dan Dimensi Strategi Ketahanan Pangan Indonesia,” 37.

⁴⁸ Ibid.

⁴⁹ Annisa Rahma Dianti dan Aulia Devita Sari, “Analisis Strategi Logistik Pengadaan Beras dalam Meningkatkan Distribusi dan Kualitas Stok di Gudang BULOG Baru (GGB) Klaten,” *Jurnal Logistik Bisnis* 14, no. 1 (2024): 58.

Efforts to realize food security through the concept of *mudharabah bil mukhabarah* contract in paddy agricultural cooperation involve the government, land owners and rice farmers. The provisions of this contract are that the government provides farmers' capital in fertilizers, superior seeds and agricultural tools with modern technology. Meanwhile, landowners provide agricultural land and cultivators who manage agricultural land with their expertise. The government in this case can go through BULOG as a state public company engaged in food logistics.⁵⁰ *Perum BULOG* as a State-Owned Enterprise carries out activities such as maintaining the cost of grain purchases, stabilizing basic prices, distributing rice to the poor and managing food supplies.⁵¹

Perum BULOG itself actually has a partnership program in the context of developing business activities carried out with several patterns, namely: On-Farm Mandiri, On-Farm Partnership and On-Farm Synergy.⁵² (1) On-Farm *Mandiri* is divided into two types, namely: On-Farm *Mandiri BULOG* which is a farming business activity funded and managed by *Perum BULOG* on its own land and/or leased by other parties, and On-Farm *Mandiri Petani* which is an agricultural activity funded and managed by partners on its own land and/or land leased by others. BULOG The role of *Perum BULOG* is to provide assistance and buy the harvest.⁵³ (2) On-Farm Partnership, is a farming cooperation between *Perum* and Partners with the provision that *Perum BULOG* must provide a *Saprodi* loan package, and the obligation of On-Farm Partners to pay back after harvest. (3) On-Farm Synergy refers to a collaborative farming initiative involving *Perum BULOG*, On-Farm Partners, and either banking institutions or agricultural input (*saprodi*) distributors. Under this scheme, banks are required to provide financing for farming activities, or alternatively, *saprodi* distributors supply the necessary agricultural inputs. These provisions are secured through guarantees from the On-Farm Partners, while *Perum BULOG* holds the option to purchase the resulting harvest.⁵⁴

The difference with the cooperation carried out with the *mudharabah bil mukhabarah* contract, namely on the *mudharabah* side, BULOG acts as a capital provider while farmers act as agricultural business managers, and on the *mukhabarah* side, land owners move as providers of agricultural land and cultivators as land managers and agricultural seed providers. When the two contracts are combined, agricultural seeds no longer come from cultivating farmers but from BULOG as a provider of business capital. After the implementation of the harvest, the harvest will be purchased by BULOG as food supplies are managed by the government, and the profits will be divided according to the ratio agreed at the beginning of the cooperation agreement. This is because BULOG has the task of holding and distributing grain and rice in the context of public service obligations

⁵⁰ Virhot Sitinjak, "Analisis Pengendalian Persediaan untuk Meminimalkan Biaya Persediaan pada *Perum BULOG* Divisi Regional Riau dan Kepri di Gudang Pekanbaru," *SENKIM: Seminar Nasional Karya Ilmiah Multidisiplin* 1, no. 1 (2021): 284.

⁵¹ BULOG Public Company (BULOG) is a "State-Owned Enterprise established on January 21, 2003 based on Government Regulation Number 7 of 2003 concerning the Establishment of Public Companies (BULOG Public Company as amended by Government Regulation Number 61 of 2003, which was amended back to Government Regulation Number 13 of 2016 concerning *Perum BULOG*." Ibid., 285. See also Company Brief History on <https://www.BULOG.co.id/riwayat-singkat-perusahaan/>, accessed on July 10, 2024.

⁵² BULOG Public Company, "Kemitraan", pada <https://www.BULOG.co.id/bisnis/kemitraan/>, on July 11, 2024.

⁵³ Ibid.

⁵⁴ Ibid.

and has a network of storage warehouses in various regions of Indonesia.⁵⁵ This effort is not only important to ensure the availability of sufficient rice, but also to maintain the welfare of rice farmers who are the backbone of the rural economy in Indonesia.

Agricultural cooperation using sharia contracts is a strategic step in supporting food security in Indonesia while still complying with sharia principles and aims to ensure fairness, transparency, and sustainability in every transaction and relationship between the three parties. Through the policy of using the concept of *mudharabah bil mukhabarah* cooperation, it not only increases the productivity and welfare of farmers, but also strengthens national food security through a fair and sustainable system to achieve better food security goals and provide maximum benefits for Indonesia.

This is in line with the opinion of Jeremy Bentham (a utilitarianism figure) who is of the view that in achieving the benefits of law, first of all, it must be able to provide a guarantee of happiness for individuals first, but the interests of society must also be considered, so that the benchmark of a benefit can be seen from the greatest happiness for society in general.⁵⁶ Bentham also stated that laws must be able to provide benefits to society and should not be made authoritarian.⁵⁷ In this regard, the *mudharabah bil mukhabarah* contract which uses the principle of profit sharing creates mutual prosperity between landowners and farmers. This is in line with the principle of utilitarianism which focuses on the greatest happiness for the greatest number of people. All parties in this case benefit from agricultural products. The implementation of a fair and transparent *mudharabah bil mukhabarah* contract in rice farming can create greater welfare for all parties involved. In accordance with utilitarian principles, which prioritize the maximization of collective happiness and well-being, this approach seeks to generate the greatest benefit for the greatest number.

The benefits of the contract can also be seen from the side of *maqashid sharia* as the purposes that are used as a foothold in sharia (Islamic law).⁵⁸ The benefits that are the benchmark in the *maqashid sharia* by Imam Ghazali are divided into 5 (five) things, namely: (1) maintaining religion (*Hifz al-Din*), i.e. protecting religious freedom, maintaining Islamic teachings, and maintaining religious beliefs and practices; (2) preserving the soul (*Hifz al-Nafs*), i.e. protecting human life; (3) maintaining reason (*Hifz al-Aql*), namely ensuring freedom of thought; (4) maintaining offspring (*Hifz al-Nasl*), i.e. protecting family institutions and ensuring the continuity of generations; and (5) preserving property (*Hifz al-Mal*), i.e. maintaining private property, promoting fairness in trade and business, and avoiding fraud, usury, and exploitation.⁵⁹

⁵⁵ Dianti and Sari, "Analisis Strategi Logistik Pengadaan Beras dalam Meningkatkan Distribusi dan Kualitas Stok di Gudang BULOG Baru (GGB) Klaten," 59.

⁵⁶ Zainal B. Septiansyah and Muhammad Ghalib, "Konsepsi Utilitarianisme dalam Filsafat Hukum dan Implementasinya di Indonesia," *Ijtihad: Jurnal Hukum dan Pranata Sosial* 34, no. 1 (2018): 29-30.

⁵⁷ Faradistia Nur Aviva, "Pengaruh Teori Positivisme Hukum dan Teori Utilitarianisme Hukum Dalam Penegakan Hukum Indonesia," *JRP: Jurnal Relasi Publik* 1, no. 4 (2023): 116, <https://doi.org/doi.org/10.59581/jrp-widyakarya.v1i4.1837>.

⁵⁸ Suhaimi Suhaimi et al., "Al-Maqashid Al-Syari'ah: Teori dan Implementasi," *SAHAJA: Journal Sharia and Humanities* 2, no. 1 (2023): 155.

⁵⁹ Paryadi Paryadi, "Maqashid Syariah: Definisi dan Pendapat Para Ulama," *Cross-border* 4, no. 2 (2021): 208.

In this regard, the concept of the *mudharabah bil mukhabarah* contract fulfills the elements of *maqashid sharia*, namely: First, *hifz al-aql*, which encourages the understanding and application of sharia economic legal values in agricultural cooperation so that the community can understand the importance of justice, transparency and common welfare that contribute to intellectual and moral development of the community in general and of farmers in particular. Second, *hifz al-mal*, namely through the contract, can regulate the fair distribution of harvest profits and protect the economic rights of the parties who work together, because the sharia contract supports the protection of assets and reduces economic inequality. Based on this, it means that agricultural cooperation based on the *mudharabah bil mukhabarah* contract is in line with the goals of *maqashid sharia*.

4. Conclusion

Agricultural cooperation based on the *mudharabah bil mukhabarah* contract is a new concept that combines the *mudharabah* (business revenue sharing) contract with the *mukhabarah* (agricultural revenue sharing) contract. The cooperation based on this contract combines three parties, namely (1) the Government (BULOG) as a provider of capital in the form of fertilizers, superior plant seeds, and agricultural tools, (2) Land Owners who provide agricultural land, and (3) Cultivators who manage agricultural land with their expertise, energy, and time. The harvest in this cooperation will then be handed over or sold to BULOG and the profits will be distributed to the parties according to the amount of the ratio agreed at the beginning of the agreement. In this regard, agricultural cooperation using the *mudharabah bil mukhabarah* contract is a strategic step in supporting food security in Indonesia while still complying with sharia principles and aims to ensure fairness, transparency, and sustainability in every transaction and relationship between parties and in accordance with the theory of utilitarianism and *sharia maqashid*, especially *hifz al-aql* and *hifz al-mal*. For the government, especially the Agriculture and Food Security Service in an effort to maintain food security in Indonesia, it can apply a new concept in agricultural cooperation based on the *mudharabah bil mukhabarah* contract, which is outlined in laws and regulations.

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