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An Islamic Legal Review of Profit-Sharing Practices in Shrimp Fishing

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Abstract:
This study explores the practice of profit-sharing between boat owners (juragan) and shrimp fishermen in Kampung Laut, Kuala Jambi District, through the lens of Islamic law. Rooted in a traditional system based on verbal agreements and mutual trust, this cooperation reflects a localized adaptation of the mudharabah contract, wherein the juragan provides the capital and the fishermen supply labor. Employing a qualitative descriptive approach, data were collected through interviews, observation, and documentation involving key actors in the shrimp fishing sector. The findings reveal that while the operational model broadly aligns with the principles of mudharabah, several key aspects, such as the absence of written agreements, the burden of loss occasionally falling on fishermen, and moral risks like dishonesty, diverge from Islamic legal norms. These deviations highlight a gap between local economic practices and the doctrinal requirements of Sharia, particularly regarding justice, transparency, and equitable risk-sharing. Despite these shortcomings, the model remains effective and culturally resilient. This study contributes to the scholarly discourse by bridging empirical field insights with normative Islamic economic thought, offering a critical yet context-sensitive perspective on how Islamic principles is negotiated in real-world fishing economies.

Keywords:
shrimp fishermen, mudharabah, Islamic legal perspective.

INTRODUCTION

The shrimp fishing sector in Indonesia's coastal regions plays a crucial role in supporting the livelihoods of many fishing communities. Coastal economies, particularly in rural and archipelagic areas, rely heavily on small-scale fisheries as a primary source of income. One of the most common cooperative models in these communities is profit-sharing between boat owners (*juragan*) and fishermen. In *Kelurahan Kampung Laut*, located in *Kuala Jambi* District, this system has long been implemented through informal agreements that are passed down from generation to generation. Typically, the *juragan* covers all operational costs such as fuel, food, and fishing supplies before profits are shared post-catch. This cooperation reflects mutual dependency in resource use and an effort to distribute profits fairly among parties, despite its informality. However, this informal model also poses various legal and ethical challenges. In many cases, the absence of written agreements leads to misunderstandings and disputes regarding profit distribution. Moreover, risks such as equipment damage, bad weather, and dishonest practices by some fishermen such as secretly selling a portion of the catch, have the potential to undermine trust and disrupt the sustainability of the partnership. While the system functions effectively under traditional norms, it often lacks a formalized framework that ensures equity and accountability. The gap between traditional practices and the need for formal legal clarity has raised concerns about how such arrangements align with Islamic economic principles, especially regarding justice (*‘adl*) and transparency (*amanah*).

Within Islamic jurisprudence, *mudharabah* is a financial partnership contract where one party provides capital while the other manages the business or labor. The contract must meet several essential conditions to be valid, including mutual consent, clear terms, and an equitable sharing of profit and loss. The relevance of this concept to the shrimp fishing profit-sharing system in Kampung Laut is significant, as the roles of the *juragan* and the fishermen mirror the core structure of a *mudharabah*. However, the implementation in practice may deviate from these principles, raising questions about its legitimacy under Islamic law. Understanding how this model operates in real-life contexts is vital for assessing its compliance with Sharia norms. This study seeks to explore two primary research questions: (1) How is the profit-sharing practice between *juragan* and shrimp fishermen implemented in *Kelurahan Kampung Laut*? and (2) How does this practice align with Islamic legal principles? The study adopts a qualitative, descriptive field-based approach involving direct observation and in-depth interviews with both *juragan* and fishermen to construct a detailed understanding of the operational realities and ethical dimensions of the current system. This approach is expected to yield a comprehensive analysis that bridges empirical evidence with normative Islamic frameworks. By examining the shrimp fishing profit-sharing system from both practical and legal religious perspectives, this article contributes to ongoing scholarly discussions on Sharia-compliant economic practices in local contexts. It offers a nuanced case study that highlights the challenges and potential of applying Islamic law in everyday economic life. The novelty of this study lies in its integration of empirical field data with Islamic legal theory to critically assess a living practice of informal *mudharabah*, thus enriching academic discourse on Islamic socio-economic models relevant to rural coastal communities.

The foundational theoretical framework of this study is based on the Islamic legal concept of *mudharabah*, which refers to a profit-sharing contract between a capital provider (*shahibul mal*) and a working partner (*mudharib*). This concept is deeply rooted in classical Islamic jurisprudence and has evolved over centuries as a key model in Islamic economic transactions. In a *mudharabah* agreement, the capital provider supplies the financial resources while the working partner undertakes the operational tasks. Profits are distributed according to a pre-agreed ratio, while losses are borne solely by the capital provider unless negligence or misconduct is proven on the part of the working partner. The application of *mudharabah* in sectors such as fisheries and agriculture reflects its flexibility and compatibility with cooperative labor-intensive activities (Hidayah et al., 2024; Lestari et al., 2023; Nor & Ibrahim, 2015). In such contexts, the contract serves not only as a financial instrument but also as a framework for ensuring fairness and shared responsibility within economic partnerships (Ben Amar & O. El Alaoui, 2023). Several empirical studies have examined the implementation of *mudharabah* and other Islamic contracts in the fisheries sector. Research in various coastal communities in Indonesia has highlighted that informal verbal agreements remain prevalent, often replacing written contracts due to long-standing traditions and trust-based relationships (Bulek et al., 2025; Khalifah et al., 2024; Yurista & Ardi, 2019). While these agreements often facilitate operational flexibility and social cohesion, they also lack formal legal safeguards and can lead to disputes over profit allocation and risk-bearing responsibilities. Some studies have documented how disagreements frequently arise when catches are low or operational costs exceed revenues, leading to unclear debt arrangements between boat owners and fishermen (Khalid et al., 2024; Puspitasari et al., 2024). Others have emphasized the absence of institutional mechanisms to mediate conflicts or enforce agreements in accordance with Islamic legal principles (Atika et al., 2025; Rabiah & Haeran, 2024).

Despite the rich discussion on *mudharabah* in Islamic finance literature, a significant gap remains in analyzing how the contract is practiced in informal community economies, particularly in traditional fisheries. Most studies have focused on formal financial institutions or cooperatives, leaving a gap in contextual analyses of grassroots applications. The lack of written contracts, unequal risk distribution, and cases of dishonesty in field practices are often overlooked in normative discussions of Islamic contracts (Reliyanti & Kurniawan, 2024; Simbra et al., 2024; Wargo, 2024). Additionally, studies have rarely evaluated whether such practices fulfill the maqashid shariah, particularly in terms of ensuring justice, trust, and sustainability in economic relationships (Asiah & Abidin, 2024; Hidaya & Fatimah, 2025). These gaps suggest a pressing need to explore the intersection between Islamic legal norms and real-world economic practices in marginal communities. This article positions itself as a response to these gaps by providing an empirical legal review of shrimp fishing profit-sharing practices within the theoretical lens of *mudharabah*. It addresses the complexities and inconsistencies between traditional practices and the formal requirements of Islamic contracts. Unlike previous studies that focus predominantly on institutional or financial system contexts, this research offers insights into community-based informal partnerships that function without documentation or oversight. It seeks to uncover whether the spirit of Islamic legal justice is preserved in such arrangements and what adjustments may be necessary to align them more closely with Sharia norms (Azzahra & Ustanti, 2025; Ben Amar & O. El Alaoui, 2023; Mirakhor, 2014; Tang & Nilfatri, 2024).

A review of methodological trends in previous literature reveals a predominance of normative-legal and quantitative approaches, especially those analyzing *mudharabah* in banking or cooperative finance. Conversely, qualitative fieldwork-based studies exploring how Islamic contracts operate within everyday rural contexts remain underrepresented. Studies utilizing socio-legal and ethnographic methods have shown promise in bridging the normative and practical aspects of Islamic law but are still limited in number and scope (Abidin, 2024; Hassan et al., 2023; Khandelwal & Aljifri, 2021; Sartika et al., 2024a). These gaps underscore the need for integrated approaches that combine field data with Islamic legal analysis to assess the applicability of Sharia contracts in diverse socio-economic settings. Thus, this literature review supports the conceptual synthesis that guides this study: *mudharabah* must be understood not only as a legal formula but also as a lived practice shaped by social, cultural, and economic contexts. The theoretical foundation for this article affirms that informal economic agreements in Muslim communities should be evaluated against Islamic legal principles, not merely on procedural grounds, but in light of their ability to uphold justice, transparency, and mutual welfare. This synthesis lays the groundwork for the methodological choices and analytical lens employed in the next section.

METHOD

This study adopts a qualitative descriptive research strategy, aligning with its objective to examine real-life social practices in a contextual and interpretive manner (Kusumastuti & Khoiron, 2019; Ramdhan, 2021; Tersiana, 2018). The qualitative approach is particularly suitable for capturing the depth of interaction, meaning-making, and power relations inherent in the informal profit-sharing arrangements between *juragan* (boat owners) and fishermen in Kampung Laut. Rather than testing hypotheses statistically, the study emphasizes an in-depth exploration of individual perspectives and local realities to construct a holistic understanding of how Islamic legal norms are applied or deviated from in everyday economic practices. The data sources for this research consist of both primary and secondary data. Primary data were obtained through direct fieldwork involving participants who are actively engaged in the shrimp fishing profit-sharing system, specifically, three *juragan* and three fishermen operating in Kampung Laut, Kuala Jambi District. These participants were selected based on their active involvement and knowledge of the ongoing partnership dynamics. Secondary data were collected from books, scholarly articles, regulatory documents, and prior studies relevant to *mudharabah* practices and Islamic economic law, thereby enriching the analytical framework and providing comparative insights. Data collection techniques included participant observation, semi-structured interviews, and documentation(Kapur, 2018). The interviews were guided by open-ended question instruments specifically designed for *juragan* and fishermen, aiming to explore details such as agreement models, operational costs, risk-sharing, and challenges faced in the implementation of profit-sharing. Observations focused on daily activities and interactions during fishing operations and transaction processes, while documentation was used to gather relevant records or local practices referenced by the community.

Inclusion and exclusion criteria were applied to ensure the validity of both field and secondary data (McPherson et al., 2018; Rzheuskyi et al., 2018). The study included only those participants who had been involved in at least one full fishing cycle under the profit-sharing scheme. Participants not directly involved in decision-making or lacking firsthand experience in the *mudharabah-like* agreements were excluded. For secondary data, only peer-reviewed literature published within the last five years and accessible through open-access platforms was included to maintain scholarly relevance. The unit of analysis in this research consists of the contractual interactions and operational decisions made jointly by *juragan* and fishermen in the context of their economic cooperation. This includes how terms are agreed upon, how profits and losses are calculated and distributed, and how conflict is managed within their informal system. For data analysis, the study employed an inductive thematic analysis approach (Creswell, 2021). The researcher coded transcripts and field notes using a recursive process of categorization, allowing patterns and themes to emerge from the data. Triangulation was applied by comparing interview data with observational findings and secondary literature to enhance the reliability and validity of the conclusions. The interpretive analysis was grounded in the framework of Islamic legal theory, particularly focusing on the principles of mudharabah, justice, trust, and the objectives of Islamic law. No specialized software tools were used, but manual coding and synthesis were conducted rigorously following accepted qualitative research protocols. The methodological choices reflect the study's commitment to bridging legal theory and community practice, aiming to offer empirically grounded and normatively sound insights into informal Islamic economic arrangements.

RESULTS AND DISCUSSION

Results

The findings of this study are organized into several key themes derived from the field data collected in Kampung Laut, Kuala Jambi District. These themes reflect the real-world dynamics of profit-sharing practices between juragan (boat owners) and shrimp fishermen, particularly regarding the structure of their agreements, financial arrangements, and the challenges encountered in daily operations.

1. Verbal Agreements and Customary Practices

The initial theme centers on the form of agreement employed. Both juragan and fishermen in Kampung Laut affirmed that their cooperation is based entirely on verbal agreements without written documentation. This practice is deeply rooted in local tradition and sustained by mutual trust. These verbal pacts are made before fishing activities commence, typically through in-person discussions at the juragan's home. While the informal nature of the agreement is culturally accepted and perceived as effective, it also opens space for potential disputes due to the absence of legal evidence or third-party oversight.

2. Capital Provision and Operational Costs

A consistent pattern across interviews showed that all operational costs fuel, food, cigarettes, ice, drinking water, and basic fishing supplies are covered entirely by the juragan. This total financial responsibility places the juragan in the position of capital provider (shahibul mal), aligning with the foundational role described in mudharabah contracts. The amount of capital invested varies depending on the distance of the fishing area and duration at sea, but is generally considered substantial, particularly for multi-day fishing trips.

3. Profit-Sharing Mechanisms

The system of profit distribution varies slightly between participants but maintains similar structural logic. In one version, after deducting the total operational costs and compensating any third-party workers (e.g., deckhands), the remaining profits are split equally 50:50 between the juragan and the lead fisherman. Another version, observed in a different respondent's experience, follows a more detailed breakdown: 10% for the boat (pompong), 10% for the fishing gear, 10% for the engine, and 5% as the juragan's fixed share. These components are then aggregated as the juragan's total share (35%), with the remaining 65% distributed among the captain and the five fishermen based on predetermined proportions.

4. Risk Allocation and Loss-Bearing

When fishing yields fall short of covering operational costs, the parties implement various risk-sharing strategies. In several cases, juragan declared that the resulting deficit is treated as a debt carried by the fisherman into the next fishing cycle. Repayment is deducted from future profits in installments, taking into consideration the fisherman's financial capacity. However, some fishermen reported that if the losses are minor, they bear the cost themselves, while larger losses may be partially absorbed by the juragan to preserve goodwill and sustain the partnership. These practices, although not strictly codified, indicate a flexible interpretation of mudharabah principles adapted to local social ethics.

5. Issues of Dishonesty and Informal Enforcement

A recurring concern among juragan was the issue of dishonest behavior by some fishermen, who occasionally sell part of the catch to external buyers without the juragan's knowledge. Such actions disrupt the agreed-upon profit-sharing structure and create tensions among team members. The lack of written agreements and formal monitoring mechanisms makes it difficult to enforce compliance. Trust remains the primary regulatory force, though its fragility is increasingly apparent in cases of repeated violations.

6. External Challenges: Equipment Damage and Weather Conditions

Another important theme is the vulnerability of operations to external factors. Damaged boat engines or fishing equipment, often caused by prolonged use or lack of maintenance, frequently disrupt operations. The cost and responsibility for repairs are shared depending on severity: minor repairs are borne by the fishermen, while major breakdowns involve cost-sharing or full support from the juragan. Moreover, unpredictable weather and seasonal shifts affect catch volumes and income stability, forcing both parties to navigate economic uncertainty collaboratively.

7. Perceptions of Fairness and Religious Compliance

When asked about the fairness of the system, most respondents, both juragan and fishermen, expressed general satisfaction, citing tradition and trust as their basis. However, some acknowledged the need for clearer arrangements to avoid misunderstandings. In terms of religious compliance, several participants were aware that their system resembles Islamic profit-sharing but lacked detailed knowledge of Sharia stipulations. There was a collective openness to improvements as long as the system remained simple, fair, and community-based. Collectively, these findings illustrate how an informal, trust-based model of mudharabah operates within a rural fishing economy. Although generally effective in sustaining economic relationships, the system also contains several structural weaknesses, particularly in risk allocation, enforcement, and Sharia compliance, that warrant further attention.

Discussion

The findings of this study affirm that the profit-sharing system practiced between *juragan* and shrimp fishermen in Kampung Laut is a localized form of cooperation that resonates with the basic structure of a *mudharabah* contract in Islamic economic jurisprudence. However, the implementation deviates in several key areas when viewed through the lens of Sharia. The verbal nature of the agreement, the variation in risk-sharing, and the potential for moral hazard all signal that while the spirit of cooperation exists, its alignment with Islamic legal principles is partial. These findings directly respond to the research objectives, which aim to uncover the practical mechanisms of profit-sharing and assess their conformity with Islamic law.

Within the framework of Islamic jurisprudence, a valid mudharabah agreement must meet several core requirements: mutual consent, clear distribution ratios, absence of gharar (ambiguity), and a defined role for each party. The study revealed that while mutual consent exists, the absence of documentation introduces elements of uncertainty and non-verifiability, which may lead to gharar, undermining the legal integrity of the contract (Khalifah et al., 2024; Puspitasari et al., 2024). Additionally, risk should be borne by the capital provider, not the working partner, unless negligence is proven. The empirical finding that fishermen sometimes bear the losses or repay debts from future profits contradicts the classical Islamic legal position on risk allocation, suggesting an informal reinterpretation based on local norms rather than jurisprudential guidance (Hadizada & Nippel, 2022; Sartika et al., 2024b).

When compared to previous studies, the results echo similar patterns found in other coastal communities in Indonesia and Southeast Asia, where verbal agreements and informal profit-sharing systems are common due to strong social capital and historical continuity (Hidayah et al., 2024; Khalid et al., 2024). However, this study diverges in its critical legal analysis, emphasizing not only the social efficiency of these practices but also their legal shortcomings. Earlier works often highlight the trust and adaptability in such models but neglect to assess whether they fulfill the objectives of Islamic law (maqasid al-shariah), especially in terms of justice (‘adl), transparency (shafafiyyah), and protection of rights (hifz al-mal) (Atika et al., 2025; Rabiah & Haeran, 2024; Riyanita et al., 2025; Sugianto & Wargo, 2023).

This article contributes to the body of literature by offering a grounded, socio-legal insight into the intersection between informal economic practice and Islamic commercial law. Rather than merely documenting community customs, it interrogates whether these customs are legally defensible within the Sharia framework. Such an approach bridges the gap between descriptive ethnographic studies and normative legal scholarship, offering a hybrid analysis that is both doctrinally sensitive and empirically rooted (Abidin & Sulaiman, 2024; Asiah & Abidin, 2024; Dewi et al., 2024; Simbra et al., 2024). It further provides a practical model for assessing other traditional economic partnerships that operate without formal institutional oversight.

Nonetheless, the research is not without limitations. The small sample size and localized focus restrict the generalizability of the findings. Moreover, the reliance on self-reported data through interviews may introduce bias, especially when discussing sensitive issues such as dishonesty or informal debt arrangements. There was also limited access to written financial records, making it difficult to verify exact calculations or profit-sharing percentages. These limitations suggest that further research with larger samples, multi-sited studies, or triangulation with economic data would strengthen the robustness of the conclusions.

Given the above, the study holds several implications. For future research, exploring the role of Islamic microfinance institutions in formalizing informal partnerships could offer valuable solutions. For practitioners and policymakers, the findings underscore the need for legal literacy programs that educate coastal communities on Islamic economic principles in practical terms.

Additionally, a community-based monitoring mechanism, such as a local Shariah advisory board, could help bridge the trust-based model with Shariah compliance without undermining existing social structures. This could pave the way for more resilient, fair, and spiritually congruent economic systems in coastal Muslim communities.

CONCLUSION

This study concludes that the shrimp fishing profit-sharing system between *juragan* and fishermen in Kampung Laut represents a community-based model of cooperation rooted in trust and local tradition. While it generally aligns with the structural outline of *mudharabah* contracts in Islamic economic law, where the *juragan* provides the capital and the fisherman contributes labor, the implementation reveals partial inconsistencies with Sharia principles. These inconsistencies are primarily seen in the absence of written agreements, unclear risk distribution mechanisms, and occasional breaches of mutual trust. Nonetheless, this model remains functional and socially accepted, largely due to its adaptability and the mutual dependence between the parties involved.

The theoretical contribution of this research lies in its integration of socio-legal analysis with empirical field data, offering an original lens through which to assess informal economic practices against Islamic legal standards. Practically, the study highlights the need for legal education and ethical guidance in strengthening informal contracts, while also respecting the autonomy of local economic systems. By providing a critical assessment of how Islamic law can intersect with real-life fishing economies, this research enriches the discourse on Islamic commercial ethics and paves the way for more just and resilient partnership models.

In light of these findings, future research should consider broader comparative studies across other fishing communities to identify scalable patterns or alternative models of Sharia-compliant cooperation. It is also recommended that policymakers and Islamic economic institutions collaborate with coastal communities to co-design adaptive legal tools that preserve local values while enhancing transparency, equity, and compliance with Islamic economic norms.

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