

## Lease Contract Practices in Fishing Pond Rentals from the Perspective of Islamic Law

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### Abstract:

This study explores the leasing mechanism of fishing ponds from an Islamic legal perspective, focusing on the practice at Pojok Ikan Jambi as a case study. The background of this research is rooted in the importance of ensuring that economic transactions, particularly those involving *ijarah* (leasing), align with Sharia principles to guarantee fairness, transparency, and mutual benefit. The primary objective is to examine the operational system of pond rentals and assess the validity of the contract structure used within the framework of Islamic law. Utilizing a qualitative case study approach, data were collected through direct observation, interviews with the pond owner and customers, and documentation analysis. The findings reveal that the leasing system at Pojok Ikan Jambi operates on a time-based access model tied to a prior fish purchase, forming a composite contract structure (*al-uqud al-murakkabah*). Despite the informal verbal nature of the agreement, the practice meets essential criteria of Islamic leasing, including mutual consent and benefit clarity. This article contributes to the understanding of how informal community-based business models can ethically implement Islamic economic principles. The implications encourage Sharia-based contract literacy and contextually grounded policy support for micro-enterprises operating under similar informal frameworks.

### Keywords:

*Ijarah, Leasing, Fishing Pond, Composite Contract, Pojok Ikan Jambi, Islamic Law.*



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## INTRODUCTION

Economic transactions (*muamalah*) in Islamic law, including sales, leases, and other forms of contractual exchange, are designed to ensure mutual benefit, transparency, and justice for all parties involved (Abidin, 2024). Islamic jurisprudence outlines specific pillars (*arkan*) and conditions (*syuruth*) that must be fulfilled to validate such transactions (Aryanti, 2017; Atika, 2025). These regulations are intended not merely to ensure legality but also to uphold ethical responsibility in economic behavior. One such practical expression of *muamalah* in society today is the combination of fish trading and the leasing of fishing ponds (Maghfiroh, 2019; Murtadho, 2013; Setiadi, 2017; Ahmed, et. all, 2023). This phenomenon illustrates how traditional recreational activities, such as fishing, intersect with commercial interests, shaping new forms of economic engagement that demand Sharia-compliant mechanisms. In many regions, fishing ponds have evolved into recreational destinations that serve not only as spaces for leisure and community interaction but also

as sources of livelihood for their owners. This intersection of business and recreation reveals an emerging transactional model that blends utility, experience, and economic return. However, the structuring of such models frequently lacks clarity in their contractual foundations, which may lead to ambiguities regarding the legality and ethical soundness of the agreement. The case of *Pojok Ikan Jambi*, a fishing pond business that charges a fixed fee for limited-time access and allows customers to take home the fish they catch, exemplifies this complexity. The owner imposes a condition whereby fish must be purchased before being placed into the pond for fishing. This raises a key question: are these practices consistent with the legal structure and spirit of Islamic commercial ethics? The fusion of two contractual forms, sale and lease, requires scholarly scrutiny to determine its validity within Islamic legal frameworks.

In addressing this issue, the research draws upon the classical and contemporary discourse on *ijarah* (leasing) and the composite contract model known as *al-‘uqud al-murakkabah*, where multiple contracts are integrated into a single transaction. This conceptual framework is essential for understanding how modern economic practices can align with Islamic legal principles. Notably, the legitimacy of combining contracts in Islamic finance has been debated extensively, with various scholars proposing conditional allowances provided that the principles of justice, transparency, and mutual consent are preserved. Therefore, analyzing how these conditions manifest in the operations of local fishing pond businesses is both relevant and necessary to support Sharia-compliant entrepreneurial innovation. Based on the field observations conducted at *Pojok Ikan Jambi*, this study addresses two main research questions: (1) How is the leasing mechanism of the fishing pond structured in practice? and (2) To what extent does the lease contract conform to Islamic legal principles? The research aims to systematically examine the form and implementation of the leasing contract within the business’s operational context and assess its compliance with the pillars and conditions prescribed in Islamic jurisprudence.

This article contributes to the scholarly discourse on Islamic contract law by offering a grounded case study of *al-‘uqud al-murakkabah* as applied in an informal economic setting. The novelty of this research lies in its contextualization of classical contract theory within the practical realities of community-based recreation businesses, thereby highlighting the adaptability of Islamic legal norms to contemporary socio-economic contexts. Moreover, the findings of this study serve as a foundation for further research and policymaking on ethical entrepreneurship in microeconomic environments guided by Sharia principles. The foundational concept underpinning this research is the Islamic contract of *ijarah*, which refers to the lease of an asset or service in exchange for compensation. Rooted in classical *fiqh*, *ijarah* is based on mutual consent (*ridha*), lawful benefit (*manfa‘ah*), and clarity of terms (*ta‘yin*). It is governed by three primary pillars: the contracting parties (lessor and lessee), the contract itself (offer and acceptance), and the subject matter (benefit and consideration). Classical scholars such as Al-Kasani and Ibn Qudamah emphasized that *ijarah* must guarantee transparency and fairness, while contemporary jurists recognize its flexibility in accommodating various social and economic settings. In modern applications, *ijarah* serves not only as a leasing instrument but also as a framework for service contracts, and is widely adopted in Islamic finance, particularly in real estate, education, and transportation sectors (Al-Qaradaghi et al., 2021).

Prior studies have explored *ijarah* contracts in various sectors, including property leasing, educational services, and microfinance programs. Research conducted by Ahmed & Khan (2020) found that *ijarah* models in community development must balance profitability with compliance with Sharia principles. Similarly, Rahman & Misbah (2021) examined the legal nuances of lease financing in Indonesia and highlighted that community awareness of Sharia requirements plays a pivotal role in contract effectiveness. Additionally, the use of composite contracts (*al-‘uqud al-murakkabah*), combinations of two or more types of contracts within a single transaction, has been discussed extensively in Islamic legal discourse. Studies such as those by Shafii et al. (2019) and Usman & Salleh (2022) reveal that while the structure is permissible under certain conditions, its implementation requires careful alignment with the principles of transparency and non-exploitation. Despite the growing application of *ijarah* and composite contracts in diverse sectors, there is limited academic engagement with their practical implementation in informal, community-based contexts such as fishing pond operations. Much of the existing literature tends to focus on formal financial institutions or regulated business environments, leaving a gap in understanding how such contracts are interpreted and enacted in grassroots economic settings. This lack of empirical focus in informal sectors highlights a critical gap, particularly in settings where contractual arrangements are often verbal or loosely structured, thereby risking non-compliance with Sharia standards (Hanif & Furqani, 2020).

This article positions itself within that gap by addressing how *ijarah* and *al-‘uqud al-murakkabah* are practically employed in the leasing mechanisms of community-run fishing ponds. By focusing on the case of Pojok Ikan Jambi, it seeks to analyze how dual contracts are constructed, interpreted, and executed within a local economic framework. The findings offer insight into the viability and legitimacy of hybrid contract models outside formal institutions, and provide an analytical bridge between legal theory and day-to-day transactional practices. Previous literature has predominantly employed normative jurisprudential analysis or financial modeling approaches to study Islamic contracts. In contrast, this research applies a qualitative field-based methodology to evaluate lived experiences and perceptions of contract fairness among stakeholders. As such, it builds upon theoretical models of *fiqh muamalah* while also contributing empirical depth to the discourse. This contextualization allows for a more nuanced understanding of how Islamic legal norms are adapted to local needs, a dimension rarely explored in existing studies (Bakar & Osman, 2022). The conceptual synthesis presented here affirms that contract legality in Islam hinges not only on structural compliance but also on the fulfilment of ethical imperatives such as mutual benefit, clarity, and fairness. These principles serve as the interpretive foundation for the subsequent methodological choices in this study. By integrating legal theory with local practice, this literature review establishes a framework that informs the examination of hybrid contracts in informal economic environments and guides the interpretive lens through which the field data will be analyzed.

## METHOD

This study employs a qualitative research approach with a case study strategy, aimed at providing an in-depth and contextual analysis of the leasing contract practices at *Pojok Ikan Jambi*. The selection of a qualitative design is grounded in the need to interpret the underlying meanings, behaviors, and social interactions surrounding *ijarah* and combined contract practices in a real-life setting. The primary focus is not on quantifying variables but rather on understanding how participants, both the fishing pond owner and customers, perceive, experience, and apply Islamic legal principles in the lease transaction process. The data sources consist of both primary and secondary types. Primary data were obtained directly through field interactions involving observation of transaction procedures and open interviews with the owner and users of the fishing pond, whereas secondary data included textual materials such as academic journals, books, and documented legal frameworks relevant to Islamic economic contracts.

Data collection was conducted through three main techniques: (1) direct observation, which involved systematic field notes on how leasing practices were carried out at the site; (2) semi-structured interviews with purposively selected respondents to explore perceptions and practices of contract execution; and (3) documentation analysis of records, signage, and other supporting materials at the site. The unit of analysis in this study was the *Pojok Ikan Jambi* fishing pond and its leasing transaction system, including the intertwined sale-and-lease arrangement. The inclusion criteria for primary data consisted of individuals directly involved in lease transactions, while exclusion criteria applied to customers not engaging in such transactions during the research period. For secondary data, literature was selected based on its open-access availability, relevance to Islamic contract law, and publication within the last five years. The data analysis followed a three-stage process: data reduction, where raw data were filtered and categorized; data display, where information was structured into themes and sub-themes; and conclusion drawing, which involved identifying patterns and meanings that addressed the research objectives. The analysis was conducted manually, supported by coding matrices, without the use of specialized software, ensuring direct engagement with the empirical material in alignment with qualitative interpretive standards (Rashid et al., 2019).

## RESULTS AND DISCUSSION

### Results

The findings from field observations and interviews at *Pojok Ikan Jambi* reveal two major themes regarding the leasing system of fishing ponds: (1) the practical leasing mechanism applied in the business, and (2) the structure and legal interpretation of the lease contract from an Islamic perspective.

The first theme highlights the operational pattern of the leasing mechanism. The fishing pond business applies a time-based leasing system, where customers pay a fixed fee of IDR 70,000 per person in exchange for a ticket that grants access to the pond from 07:30 to 23:00 WIB. During this period, customers are allowed to fish freely, and any fish caught becomes their property.

Importantly, there is no weighing system for the fish; the outcome of the catch is determined by skill and chance. Fish are purchased before entry and released into the pond by staff, meaning the transaction comprises both the purchase of fish and the leasing of pond access. This dual-transaction model reflects the practice of combining a sales contract with a lease agreement in a single business activity.

The second theme centers on the application of Islamic legal principles to the leasing arrangement. Interviews with the business owner and several customers indicate that while the contracts are not formally documented, the terms are verbally clear and mutually agreed upon. The pillars (*rukun*) and conditions (*syuruth*) of *ijarah* are partially met: there is mutual consent, a clearly defined rental fee, and a specified usage period. However, the combination of two contracts, fish sale and pond lease, raises questions about the validity of *al-uqud al-murakkabah*. Some informants expressed confusion about whether the lease was valid since it was conditional on prior fish purchase. Nevertheless, no respondents reported feelings of coercion or harm, and most viewed the transaction as beneficial and fair. Observational data also confirmed that the pond provides adequate facilities, including toilets, a prayer room, parking, and food stalls, which enhance customer satisfaction and add value to the leasing service.

The collected data suggest that although informal in structure, the leasing practice at *Pojok Ikan Jambi* aligns with the core ethical tenets of Islamic contract law, including transparency, mutual benefit, and voluntary consent. However, the lack of written contracts and the merging of different contractual forms point to the need for legal education and formalization to ensure compliance with Sharia standards in community-based micro-enterprises.

## Discussion

The primary findings of this research reaffirm that the leasing practices at *Pojok Ikan Jambi* encompass a dual-contract system, namely, the combination of a fish sale and a pond rental implemented informally within a local economic setting. This structure directly responds to the research objective of understanding how leasing contracts in community-run fishing ponds operate and whether such practices comply with Islamic legal standards. The practice reflects a real-life implementation of *al-'uqud al-murakkabah* (composite contracts), which, although recognized in Islamic jurisprudence, remain contested in terms of validity depending on how clearly the rights and obligations of the contracting parties are delineated (Usman & Salleh, 2022).

Within the theoretical framework of *ijarah*, the essential pillars, such as the parties involved, a clear exchange of benefits, and mutual consent, are broadly fulfilled in the leasing mechanism observed. However, the merging of the lease with a conditional sale contract requires scrutiny under Islamic legal theory, which warns against combining contracts if it results in ambiguity (*gharar*) or unjust outcomes (*zulm*) (Shafii et al., 2019). From a *fiqh* perspective, the absence of a formalized contract document does not invalidate a lease, but the clarity of terms is crucial to ensure the validity of the transaction (Al-Qaradaghi et al., 2021). The informal verbal agreement practiced at the site demonstrates functional compliance with Sharia principles, particularly when no party experiences harm or coercion during the transaction.

In comparison with previous studies, the findings of this research align with observations made by Rahman & Misbah (2021), who noted that Islamic leasing in rural Indonesian contexts is often practiced informally but remains compliant in spirit. However, this study diverges from others, such as (Ahmed & Khan, 2020), which emphasize the importance of institutional oversight and formal documentation to ensure full Sharia compliance. The uniqueness of this case lies in its hybrid nature, which combines commercial and recreational motives, thereby expanding the functional scope of *ijarah* contracts into the domain of informal leisure economies. Similar hybridization has been explored in sectors like transportation (Hanif & Furqani, 2020) and education (Bakar & Osman, 2022), confirming that Islamic contract models are adaptable across sectors when applied ethically.

This article makes a significant contribution by illustrating that Islamic legal theory, particularly on composite contracts, can be operationalized in informal, community-based business models. It provides a grounded understanding of how legal compliance is interpreted by practitioners who are not formally trained in *fiqh* but intuitively apply the values of fairness, transparency, and mutual respect. Moreover, this study enriches the limited academic discourse on how Islamic contract law interacts with leisure economies, a sector often overlooked in Islamic legal studies. While most literature addresses high-level financial applications, this research underscores the applicability of *ijarah* in grassroots economies without diminishing its legal or ethical value.

Nonetheless, the research is subject to several limitations. First, the absence of standardized documentation among the contracting parties limits the ability to generalize the findings across other contexts. Second, the study focused on a single case, which, while offering in-depth insights, does not account for regional or cultural variations in practice. Third, the study relied heavily on qualitative interviews, which may introduce subjectivity despite triangulation with observation and documentation. Addressing these limitations in future research could involve comparative case studies across regions or the integration of quantitative measures to assess the extent of Sharia compliance statistically.

In light of the findings, several implications emerge for theory and practice. For researchers, this case opens new avenues for exploring *ijarah* and *al-'uqud al-murakkabah* in underexamined sectors like tourism and recreational services. For practitioners, it highlights the need to improve awareness and literacy regarding Islamic contract law to avoid unintended violations. And for policymakers, the study suggests that regulatory support for informal Muslim-owned enterprises could include simplified legal tools or templates to aid contract formalization while maintaining Sharia compliance. The development of context-sensitive legal education and advisory services could be instrumental in supporting micro-entrepreneurs who operate in ethically aligned but structurally informal settings (Nurhayati & Nurhidayah, 2022; Yusoff et al., 2021; Aziz & Abdullah, 2020; Ibrahim et al., 2021; Hasan & Salleh, 2019).

## CONCLUSION

This study concludes that the leasing mechanism applied in the *Pojok Ikan Jambi* fishing pond involves a dual contractual system in the form of a combination of a fish sale and a pond lease. This composite transaction model, although informal in structure, fulfills the fundamental elements of Islamic leasing contracts (*ijarah*), particularly in terms of mutual consent, clarity of benefits, and agreement on the lease period. Even though it does not use written agreements, the verbal contracts established between the owner and customers demonstrate adherence to Sharia values, provided no party is harmed and all terms are clearly understood.

Theoretically, this article contributes to the discourse on the flexibility of Islamic economic principles, particularly in accommodating micro-scale business models through composite contracts (*al-uqud al-murakkabah*). Practically, the findings highlight the potential of hybrid contracts to support community-based enterprises in Muslim societies without compromising Islamic legal compliance. This research also emphasizes the importance of legal literacy and contextual Sharia guidance in informal economic settings to ensure both ethical and legal integrity. Further research is encouraged to explore comparative models across regions and to develop frameworks for formalizing such contracts while maintaining their operational simplicity.

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