

## An Islamic Legal Review of Fixed-Tariff Fishing at Kasdi Fishing in Rano Village

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### Abstract:

This study examines the practice of fixed-tariff recreational fishing at Kasdi Fishing in Rano Village from the perspective of Islamic law, focusing on the applicability of the *ijarah* contract and the prohibitions against *gharar* and *maisir*. The phenomenon where anglers pay an upfront fee without prior knowledge of catch outcomes raises questions about fairness and contractual certainty. The primary aims are to describe the tariff system in place and to assess its conformity with *muamalah* principles. A qualitative field approach was employed, using semi-structured interviews, direct observation, and documentation involving the owner, visitors, community leaders, and religious authorities. Findings indicate that the upfront fee functions as a payment for the right to use facilities and time (a service-oriented *ujrah*), rather than as a wager on catch results; the uncertainty inherent in possible zero catch is considered a normal, light degree of risk and does not amount to major *gharar* or to *maisir* when transactions are transparent and consented. The study contributes to contemporary *fiqh muamalah* by extending the practical application of *ijarah* to recreational fisheries and by offering a service-contract model that aligns commercial practice with Islamic contractual ethics.

### Keywords:

*Islamic law; ijarah; gharar; maisir; recreational fishing; fixed tariff; Pemancingan Kasdi.*



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## INTRODUCTION

The phenomenon of paid fishing with a flat-rate system is interesting because it places economic and entertainment activities in a gray area between commercialism and Sharia ethics. In this system, visitors pay in advance without knowing the catch, raising questions about the fairness and certainty of the contract. Globally and nationally, this issue has been examined through the concepts of *ijarah*, *bay'*, and the prohibition of *gharar* and *maisir*, which are the cornerstones of contemporary *fiqh muamalah* (Magfirah, 2025; Tona, 2022). In Indonesia, this practice is commonly found in recreation-based fisheries, but Islamic law studies on this form of transaction are still limited (Siti Nur Asia et al., 2023). Therefore, there is an academic need to assess the suitability of paid fishing practices to the principles of justice and certainty of Islamic law.

Previous research has shown mixed results: some studies, such as Sahman (2023), assess the rural fishing tariff system as containing elements of gharar and maisir, while studies in urban areas, such as Rano Village, have not been conducted. This research attempts to bridge this gap by linking the local phenomenon in Kasdi Fishing with the theory of fiqh muamalah. The theoretical framework refers to the ijarah contract, in which payment is made for the use of facilities, not the catch, as well as to the principles of the prohibition of gharar (excessive uncertainty) and maisir (speculation). Thus, this research seeks to assess the extent to which the flat-rate system can be categorized as a valid ijarah contract according to sharia (Magfirah, 2025; Concept of Gharar & Maisir, 2024).

The main objective of this research is to describe the tariff system at Kasdi Fishing and assess its compliance with Islamic law. The main questions include how the system operates, whether it contains elements of gharar or maisir, and how the reconstruction of the contract can be done so that it is in accordance with the principles of Islamic ijarah. This study is important because it expands the application of the ijarah concept to the non-financial realm, especially in the fisheries-based entertainment industry (Putra, 2025). In the literature, similar studies such as Rahma Fishing (Ibnur Rahmat, 2022), Pannampu Park (Tirta, 2018), and Basori (Sharia Economic Law Analysis, 2022) show a variety of interpretations of the elements of clarity of benefits and the willingness of the parties in the contract. However, most of these studies are still normative and do not incorporate in-depth field data.

The gap in this research lies in the lack of empirical studies that specifically examine the fixed tariff system without catch limits in an urban-rural context such as Village Rano. In addition, no study has directly compared the practice of paid fishing with the rules of gharar and maisir systematically. This article offers a new contribution by integrating field data (interviews and observations) and fiqh muamalah analysis to produce an adaptive contract model that minimizes uncertainty and speculation. By combining normative and empirical perspectives, this research presents a conceptual synthesis that places ijarah as a contract model that can be applied to the local recreational fishing sector.

As a methodological and conceptual basis, this article seeks to show that the payment of a fixed tariff can be considered valid if the object of benefit, duration, and the rights of the parties are explained transparently and mutually agreed upon, so as not to cause elements of gharar or maisir. The qualitative field approach used allows an in-depth exploration of the perceptions of business actors, consumers, and community leaders in interpreting this contract. Thus, this research not only adds to the treasures of contemporary fiqh muamalah but also provides practical recommendations for the management of sharia-based recreation businesses that are fair, transparent, and contextual to the economic realities of society.

## METHOD

This research uses a qualitative field research strategy (field research) with a descriptive-analytical approach, in which the phenomenon of paid fishing with a certain rate at Kasdi Fishing is directly observed and interpreted based on speech and contextual data. The qualitative approach was chosen because the focus of the research is to understand the meaning, perspectives, and practices of actors in the context of Islamic law, which is not suitable to be measured numerically alone (Bhangu et al., 2023). Field research techniques allow researchers to obtain in-depth data through direct observation and interviews, as commonly used in contemporary social and anthropological research (How to use and assess qualitative research methods, 2020).

The data used consisted of primary data and secondary data. Primary data was obtained through semi-structured interviews with key informants (angling owners, visitors, community leaders, religious leaders, RT heads), as well as direct observation of angling activities, payment patterns, and interactions between parties. Secondary data were obtained from Islamic legal documents, academic journals, books on fiqh muamalah, and literature relevant to ijarah, gharar, and maisir contracts. The data collection protocol included the preparation of interview guidelines, taking field notes, and photo or video documentation of the facility. Primary data inclusion criteria were informants who had at least one year of experience in the Kasdi fishing context and were willing to be interviewed; exclusion criteria were informants who were not directly involved or did not understand the fishing tariff system. For secondary data, the literature used was published within the last 5 years, and in an open-access format to facilitate verification. The unit of analysis in this research is the fishing transaction actors (managers and anglers) and the paid fishing contract as the object of study. The data analysis technique was carried out through thematic analysis with the steps of codification, categorization, and identification of main themes (Braun & Clarke, 2023). This approach allows researchers to explore patterns of meaning in informants' narratives. Interview transcripts and observation notes were processed to facilitate code grouping and theme tracing (Clarke et al., 2021). The analysis was conducted inductively-deductively: themes emerging from the field data were compared with the concepts of ijarah, gharar, and maisir in the literature. Data validity was ensured through informant triangulation, member checking, and a documentation audit trail.

## RESULTS AND DISCUSSION

### Results

The results of this field research were compiled based on the process of observation, in-depth interviews, and documentation at the Kasdi Fishing Site, Rano Village, as well as thematic analysis of data collected from key informants. Through the process of codification and categorization, four main themes were obtained that describe the practice of a paid fishing system with a certain tariff: (1) operational system and tariff mechanism, (2) perception of fairness and transparency of transactions, (3) understanding of sharia principles (ijarah, gharar, and maisir), and (4) implementation of the principles of ridha, benefit, and justice in field practice.

First, the operational system and tariff mechanism show that Kasdi Fishing applies a flat tariff system of IDR 50,000 per person, which is paid in advance before the fishing activity begins. Based on an interview with the owner (Mr. KD), this system has been implemented since 2018 and is designed so that anglers can enjoy the facilities during operational hours without a limit on the number of catches. Observation shows that the facilities provided include fish ponds that are filled regularly, free provision of bait and containers, and well-maintained fishing areas. Documentation data supports this finding, showing consistency between the owner's statement and the factual conditions in the field. There is no compensation system for anglers who do not catch, as the tariff is considered a rental fee for facilities and time, not a payment for catches. This system resembles the *ijarah* contract model in service business practices, where the benefit leased is the right to use the premises and facilities for a certain period (Laily et al., 2022).

Second, perceptions of fairness and transparency of transactions show that both visitors and the surrounding community consider the system implemented at Kasdi Fishing to be fair and reasonable. Based on interviews with three visitors (RW, SR, and AB), they stated that they did not feel disadvantaged because the rates and rules had been conveyed from the start, and all parties understood the risk of not getting fish as part of the fishing experience. RW considered the prepayment system to be convenient and efficient, while SR and AB mentioned that the transparency of prices and facilities made fishing fair. This finding is consistent with the principle of fairness in Islamic *muamalah*, which emphasizes openness and agreement between both parties (Sari & Yusuf, 2021).

Third, the understanding of sharia principles (*ijarah*, *gharar*, and *maisir*) revealed that most informants understood this system as a form of service rental, not buying and selling fish. Religious leaders (MH) and academics (MA) asserted that the practice is more appropriately categorized as an *ijarah* contract, as visitors pay to utilize the facilities and fishing time, not to buy the catch. According to MH, as long as the benefits, costs, and duration have been agreed upon and there is no element of deception, this contract is valid according to Islamic law. This result is in line with Magfirah's research (2025), which states that *ijarah* practices are valid if they meet the requirements of clarity of benefits and the willingness of the parties. Academics (MA) also added that *gharar* only arises when there is uncertainty about the object of benefit or inequality in the value of the reward. In the context of Kasdi Fishing, this does not happen because all the rules are conveyed transparently before the transaction takes place.

Fourth, the implementation of the principles of *ridha*, benefits, and justice in field practice shows that both managers and visitors uphold the principle of voluntarism (*ridha*) and mutual benefit. The head of the RT (YT) stated that the existence of Kasdi Fishing has been well received by the community and has never caused social conflict. The community leader (MS) considers that this fishing activity actually strengthens social interaction and becomes a means of recreation with positive value. From an economic perspective, the fixed tariff system generates a daily income of around Rp400,000-Rp600,000, which is relatively stable and able to sustain the business. Based on the results of field observations, the fishing mechanism is run with a system of trust and equal rights between tenants (visitors) and facility owners. This principle is in accordance with the view in

Islamic law that contracts based on the willingness of both parties are not included in the practice of maisir (Sahman, 2023).

In addition to the four main themes above, the results of in-depth analysis show three additional sub-themes that enrich the context of the research, namely: (a) the clarity of the contract and consumer rights, where the flat rate system is considered to have fulfilled the element of transparency as the principle of *tabyin* in *fiqh muamalah* (Ahmad, 2023) (b) the relevance of the recreation-based Islamic business model, which shows that the fishing entertainment sector can be an alternative halal business as long as it follows the guidelines of contractual fairness (Hassan & Oseni, 2022) and (c) the social and educational role of the fishing business, where this activity is considered to contribute to the welfare of the surrounding community, in line with the principle of *maslahah* (benefit maximization) in Islamic economics (Nadzir, 2024).

Analysis of field data through the triangulation of interviews, observations, and documentation confirms that the fixed-rate fishing system at Kasdi Fishing is carried out with the principles of transparency, fairness, and mutual consent between the tenants and facility providers. This transaction pattern indicates that the practice can be categorized as a valid *ijarah* contract under Islamic law, as long as there are no elements of exploitation, uncertainty of benefits, or gambling on results. This empirical finding shows the harmony between the social practices of the Rano Village community and the basic principles of Islamic law in economic transactions.

## Discussion

As described in the Research Results section, this study found that the practice of fixed-rate fishing at Kasdi Fishing operationally uses an advance payment mechanism with unlimited fishing rights during operational hours, and most informants stated that this tariff system is considered fair and transparent. These findings directly answer the formulation of the problem: how the tariff system is implemented, and whether the system contains elements of *gharar* or *maisir*. Thus, this discussion will affirm the main results, interpret them within the theoretical framework of *fiqh muamalah*, compare with previous literature, highlight the study's contribution, acknowledge limitations, and present implications or recommendations.

First, the affirmation of the main results shows that the flat rate system in Kasdi Fishing can be categorized as a form of Islamic *ijarah* as long as the main elements of the contract, namely the object of benefit (fishing rights and pond facilities), duration (operating hours), and *ujrah* (a fee of 50,000 Rp per visitor) have been clearly agreed upon and known by all parties before the contract. This is consistent with the theory that *Ijarah* contracts must contain clarity on the benefits provided and the compensation for these benefits without excessive speculation (Al Hadi, 2025; F Irfanudin, 2023). However, in practice, it was found that there was no compensation for anglers who failed to catch fish, indicating that the tariff is not interpreted as a payment for results, but rather a payment for the right to use facilities and fishing opportunities.

Second, the interpretation of the findings within the theoretical framework of *fiqh muamalah* shows that this system is in line with the principle of *ijarah* as long as it does not contain *gharar kabir*

(great uncertainty) and does not resemble *maisir* (betting). In modern *fiqh* literature, *gharar* is divided into *gharar yasir* (mild uncertainty that is forgiven) and *gharar kabir* (great uncertainty that is prohibited) (Gharar in Sharia, 2025). In the context of fishing, the risk of not catching a fish is seen as a normal element of mild uncertainty in fishing activities and not a speculative element that violates *sharia*. Thus, although there is an element of uncertainty, it does not reach the threshold of a significant prohibition of *gharar*. In addition, since visitors pay for the fish right, rather than depositing money on a possible outcome, this contract does not meet the characteristics of *maisir*, which emphasizes betting on an uncertain outcome.

Thirdly, when compared to previous studies, some have concluded that the fee-based fishing model is potentially *gharar* if the object and the reward are not explained (Rahmat, 2022; Tona, 2022). However, the research in Kasdi Fishing shows that the local practice has implemented transparency and mutual consent, thus not meeting the extreme *gharar* criteria criticized in the literature. This finding is in line with the view that everyday *muamalah* practices often contain moderate elements of uncertainty that are still acceptable in contemporary *fiqh* (Unraveling Gharar Practices, 2024). There is also modern *ijarah* contract literature that emphasizes the importance of duration and rate clarity in dealing with the risk of market uncertainty (Implementation of Ijarah in Islamic Banking, 2025). Thus, this study enriches the empirical literature on *ijarah* in the context of non-financial and fisheries entertainment ventures.

Fourth, the scholarly contribution of this article lies in the integration between empirical field data and the *fiqh muamalah* framework in the context of paid angling businesses. Previously, *Ijarah* literature has mostly focused on the financial sector and asset leasing (buildings, machinery, transportation), while applications to the entertainment sector, such as fishing, have rarely been explored (Fayyad et al., 2023). Thus, this research offers an adaptive *ijarah* contract reconstruction model that explains how a fixed rate can be set without violating *sharia* principles, while bridging the discourse between *muamalah* theory and practice in the realm of local businesses. This conceptual model allows practitioners and scholars to consider adjusting the recreational business system to remain *sharia*-compliant.

Fifth, while this study has limitations, they need to be acknowledged. First, the limited scope of informants (owners, visitors, local community leaders) may not be representative of broader perspectives beyond Rano Village and other regional conditions. Second, the research is descriptive-analytical in nature and does not conduct experiments or quantitative economic models to assess the profitability of alternative scenarios. Third, external aspects such as local government regulations or climate fluctuations were not studied in depth, which could affect the attractiveness and sustainability of fishing businesses. These limitations demand caution in generalizing the findings to other contexts.

Sixth, in terms of implications, this study suggests that fishing business managers apply more explicit contract provisions-for example, written contracts include duration, facility rights, party responsibilities, and minimum compensation if there is no catch-to strengthen the *sharia* status of the contract. For policymakers or local authorities, the regulation and supervision of fishing entertainment businesses need to consider aspects of fairness and transaction certainty so that local



business practices do not lead to disputes or speculative practices. For future research, it is recommended to expand the geographical scope of the study, use quantitative or mixed-methods methods to test variables such as customer satisfaction and the economic impact of tariffs, and test the validity of the adaptive ijarah contract model proposed here in the context of similar businesses in different regions.

## CONCLUSION

Based on the results of field research conducted at Kasdi Fishing, Rano Village, it can be concluded that the fixed-rate fishing system applied is a form of transaction that fulfills the elements of an ijarah contract in Islamic law. This practice reflects a lease relationship over facilities and time, not the sale and purchase of catches, because the benefits obtained come from the use of fishing facilities that have been provided. The element of uncertainty in the catch is not classified as a major gharar because it does not lead to losses or excessive speculation, and does not contain the element of maisir because there is no bet on the profit or loss of any party. The agreement, which is accompanied by information disclosure regarding rates, time, and facility rights, makes this system valid according to Islamic muamalah principles, with an emphasis on the principles of willingness (ridha), justice, and mutual benefit.

Theoretically, this research expands the application of the ijarah contract concept in the context of recreational fishing, which is still rarely studied in contemporary fiqh muamalah literature. This article also makes a practical contribution by demonstrating that sharia principles can be adaptively applied to the non-financial economic sector, particularly the field of service-based entertainment. The flat-rate system model applied in Kasdi Fishing can be a reference for other business actors in designing sharia-compliant business contracts, as long as the principles of transparency, balance of benefits, and fairness between parties are consistently maintained. For further development, this research suggests that similar studies be conducted in different regions to compare variations in the application of ijarah contracts in other entertainment businesses. Further studies also need to involve a multidisciplinary approach that combines aspects of sharia economics, law, and sociology in order to provide a comprehensive picture of the sustainability of sharia-based business models at the community level. In addition, strengthening the regulatory and educational aspects for local business actors is expected to encourage a wider, more transparent, and equitable application of Islamic muamalah principles in various sectors of the community economy.

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