



Implementation of Agricultural Land Lease with Harvest Season Payment System in Namu Terasi Village, Sei Bingei Subdistrict, Langkat Regency

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Abstract: Agricultural land lease agreements with a harvest season payment system are a custom practiced by farmers in Namu Terasi Village, Sei Bingei Subdistrict, Langkat Regency. The residents of this village primarily work as farmers to sustain their livelihoods, although not all possess extensive land. Consequently, farmers in Namu Terasi Village engage in agricultural land leases with a harvest season payment system. However, some tenants fail to pay the rent within the agreed time frame, often avoiding the landowner's attempts to collect payment. In extreme cases, tenants have left the area with no known whereabouts, thus resulting in a breach of contract. This research, categorized as field research or empirical legal research, is based on primary and secondary data sources. Findings indicate that leasing agricultural land with the harvest season payment model has become customary among farmers in Namu Terasi Village, particularly for irrigated lands primarily used for rice cultivation. Lease agreements are typically conducted orally due to family connections and shared community ties. This payment system, structured around the harvest season, offers convenience to the tenant. While this lease arrangement aligns with the Civil Code's legal contract requirements, the harvest-based payment method falls outside its purview, relying instead on mutual agreement. Should a tenant default on their obligations, they are required to compensate for any incurred costs, losses, and interest. To prevent similar issues, future lease agreements should ideally be documented in writing to ensure both parties are accountable for their respective rights and obligations.

Keywords: Leases; Harvest Season Payment System; Legal Basis

1. Introduction

Indonesia, a tropical country in Southeast Asia, has a strong connection to agriculture, which plays a pivotal role in its economic growth.(Septiadi et al., 2023) Most citizens rely on farming to sustain their livelihood.(Saputri, 2017) Farmers with their own land and capital can manage agricultural activities independently, while landless farmers must enter lease agreements. In such leases, both parties the landowner and the tenant must fulfill their respective rights and obligations.(Wahyu Laili Rahmah, 2022)

An agricultural land lease agreement is a mutual understanding between a landowner and a tenant to share the benefits derived from the land. Payments are typically structured in one of two ways: immediate payment following the agreement or payment upon harvest.(Ode, 2023) As stipulated in Article 1313 of the Civil Code, an agreement is defined as "an act by which one or more persons bind themselves to one or more other persons," marking the agreement as a legally binding act between the parties involved.(Ni Made, 2022)

Namu Terasi Village, located in Sei Bingei Subdistrict, Langkat Regency, North Sumatra, spans an area of 13.33 km², which includes 100 hectares of rice paddies, 630 hectares of non-rice agricultural land, and 603 hectares of non-agricultural land. The village has a population of 3,231, with 1,541 males and 1,690 females, and 1,624 residents work as farmers. These farmers cultivate crops like rice, long beans, and corn to meet daily needs.(Fathoni et al., 2022)

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In this village, renting agricultural land has long been a common practice, providing a solution for farmers without sufficient land. This practice is beneficial for both parties and fosters mutual assistance. Farmers in Namu Terasi Village commonly use a harvest season payment system, which eases the financial burden on the tenant. If the tenant and landowner agree to this arrangement, the rent is due at harvest time, which typically occurs two to three times a year. Although leases are generally informal, relying on verbal agreements, they occasionally lead to disputes. (Hardono et al., 2016)

One common issue is when tenants fail to pay rent on time despite previous agreements, often avoiding contact with the landowner and sometimes even disappearing altogether. In such cases, the landowner incurs a loss, indicating a breach of contract. (Hardono et al., 2016)

Both parties should understand that agreements entail binding obligations. Failure to honor an agreement entitles the aggrieved party to seek compensation for incurred losses. To mitigate future breaches, the lease agreement should be documented in writing, ensuring clarity and accountability for both parties as regulated in Article 1338 of the Civil Code, which states that every legally prepared contract serves as law for the contracting parties. (Badrun, 2022)

2. Materials and Methods

The researcher used an empirical juridical research approach, or field research. This empirical study examines the implementation of laws and regulations within society, relying on primary data obtained directly from the community as the main source. This data collection involved field research conducted through both observation and interviews. (Irianto, 2017)

The data sources for this study consisted of primary and secondary data. Primary data was collected firsthand by the researcher at the study location through observations and direct interviews. In this case, the researcher conducted interviews with relevant parties in Namu Terasi Village, Sei Bingei Subdistrict, Langkat Regency, specifically Mr. Suhanto Tarigan and Mr. Tuahta Ginting, who are landowners, as well as Mr. Liasna Surbakti and Mr. Kurniawan Ginting, who are tenants. (M. Irsyad Arifin, 2022) These interviews were aimed at obtaining relevant information related to the research topic. Secondary data, on the other hand, comprised supporting materials derived from various written works related to the research problem, including books, reports, theses, and journals about leasing. (Saende et al., 2023)

The data analysis method employed in this research was qualitative analysis. (Riyantono, 2022) Qualitative data analysis was conducted inductively, meaning that the researcher began with empirical facts gathered from the field, analyzed the data, and concluded with findings based on the data obtained from the field. (Shinta & Daihani, 2019)

3. Results and Discussion

3.1 Implementation of Agricultural Land Lease Agreement with Harvest Season Payment System in Namu Terasi Village, Sei Bingei Subdistrict, Langkat Regency

Namu Terasi Village, located in Sei Bingei Subdistrict of Langkat Regency, is predominantly inhabited by the Karo ethnic group, with most residents working as farmers. (Masrina & Hasanah, 2024) A long-standing tradition among farmers in this village is leasing agricultural land, which has become a means of mutual assistance to meet daily needs and strengthen family bonds. (Ambarita et al., 2022) This practice is motivated by the high demand among farmers to lease agricultural land to secure their livelihoods and continues to this day. (Oktiarto, 2019)

Farmers in this village employ two payment systems for land leases, with the most common being payment during the harvest season. (Haerullah et al., 2021) Locally, this is referred to as the "post-payment" system, as rent payments are settled after the harvest. (Azmi Filhaq et al., 2024).

The agricultural land lease agreements in Namu Terasi Village involve both landowners and tenants. (Faqih, 2019) The process typically begins with the tenant approaching the landowner to express their need for the land, often due to urgent financial requirements or other reasons. The lease agreement takes effect once both parties reach an understanding. (Buwono & Iswandi, 2022)

3.2 Parties Involved in the Agreement (Landowners and Tenants)

The main parties in the agricultural land lease agreements with a harvest season payment system in Namu Terasi Village include the landowner and the tenant. These leases have become a regular practice among farmers who rely on agriculture for their income. (Zainudin, 2021).

The agreements are typically conducted orally, without written documentation, due to the close family relations and shared living environment within the community. (Lucky Fajar Gumilang, 2022) The land is usually self-owned, and the landowners have personal reasons for renting it out. Interviews with the landowners illustrate their motivations:

a. Mr. Suhanto Tarigan:

“I have a large irrigated plot, but due to my age, I can no longer manage it effectively. So, I rent it out to others who need it. Our agreement is simply verbal. My tenant, Mr. Liasna Surbakti, lives in the same area as I do, and we agreed on payment after the harvest season because this system has become a tradition among the farmers here.”

b. Mr. Tuahta Ginting:

“I rent out part of my land with harvest season payment terms to cover urgent needs, like university fees and daily expenses. I still manage some of my other land myself. The agreement is also verbal, as the tenant is a family member.”

3.3 Reasons for Tenants Choosing Harvest Season Payment

Tenants also have specific reasons for opting for the harvest season payment system. (Dewi, 2019) Based on interviews, tenants view this system as a financial relief, allowing them to manage the land and generate income before making the payment:

a. Mr. Liasna Surbakti:

“I have been using the harvest season payment system for a long time since my own land is small. By leasing Mr. Suhanto's irrigated land, which is spacious, I can supplement my daily and family needs. Since he can no longer manage the land himself, he allows me to manage it, and we agreed on payment during harvest season.”

b. Mr. Kurniawan Ginting:

“The harvest season payment system helps reduce the financial burden on me as I can manage the land first and pay after harvest. This system is common here because it provides relief for tenants like me.”

3.4 Types of Leased Land

In Namu Terasi Village, there are two types of agricultural land: irrigated land, which can be watered as needed and is typically used for rice, and dry land, which lacks irrigation and is suitable for crops like corn and peanuts. (Adriani, 2021; Djufri, 2016) Most tenants prefer irrigated land for rice cultivation. Mr. Liasna Surbakti, for instance, leases Mr. Suhanto's irrigated plot for a year, as this land type is optimal for rice, which can yield up to three harvests per year. (Alzamzami & Suryono, 2021)

3.5 Land Handover Agreement (Akad)

The key element in leasing agricultural land is the handover agreement, conducted verbally as both parties are familiar and live in the same community. The language used is the local Karo dialect, ensuring both parties clearly understand the terms. (Iftihor & Mahmudi, 2022) The handover typically takes place at the landowner's residence, symbolizing the agreement's formation.

3.6 Lease Payment

The payment system commonly used in Namu Terasi is post-harvest, allowing tenants to pay after harvest. The lease rate is agreed upon based on the land type and mutual understanding, with costs borne by the tenant for land maintenance. (Sri Nirwana Sarowati Zikri, 2021) For instance, the rental fee for Mr. Suhanto's 1,000 m² irrigated plot leased to Mr. Liasna is IDR 1,040,000.

However, issues occasionally arise when tenants fail to pay rent on time. Mr. Suhanto Tarigan faced such an issue when a tenant avoided payment and eventually left without notice, leading to financial losses for the landowner. (Astriani, 2021) This constitutes a default (*wanprestasi*) as per legal definitions, as the tenant failed to fulfill their obligations. (Mutia Arjayanda, 2022)

3.7 Legal Basis of Agricultural Land Lease Agreement with Harvest Season Payment System in Namu Terasi Village

A lease agreement is a mutual commitment to allow the use of an asset for a specified period, giving the tenant usage rights. The legal basis for these agreements among farmers in Namu Terasi is outlined in Article 1548 of the Civil Code. Additionally, for validity, agreements must fulfill the requirements of Article 1320 of the Civil Code, including: (Pramono, 2018). (a) Mutual Consent: Both parties must voluntarily agree to the lease terms. (b) Legal Capacity: Both parties should be of legal age and sound mind. (c) Specific Object: The agreement must clearly specify the leased object. (d) Lawful Purpose: The agreement should not contradict law or public morals.

According to Article 1239 of the Civil Code, tenants who default must compensate the landowner. Given these legal requirements, the traditional harvest payment system, while not explicitly regulated, is deemed valid when mutually agreed upon by both parties. In conclusion, the agricultural land lease agreements with harvest season payment in Namu Terasi are valid under the Civil Code, but written agreements are advisable for clarity and accountability. (Mulia & Irianto, 2022)

4. Conclusions

The agricultural land lease agreement with a harvest season payment system in Namu Terasi Village, Sei Bingei Subdistrict, Langkat Regency, is a customary practice among farmers in this area. The agreement is carried out between landowners and tenants, who each have their own reasons for engaging in such an arrangement. The leased land is typically irrigated land suitable only for rice cultivation. The handover of the agricultural land is conducted verbally, without written documentation, due to family relationships and the close-knit community environment. The payment system agreed upon by both parties involves payment during the harvest season, offering relief to the tenant.

The execution of this lease agreement meets the legal requirements of the Civil Code and is permissible, with both parties fulfilling their respective rights and obligations. However, the harvest-based payment system is not explicitly covered by the Civil Code as it is based on mutual agreement between the contracting parties. Issues have arisen, particularly when some tenants fail to pay the rent as agreed, avoiding the landowner and even leaving the area without notice. This situation constitutes a breach of contract (default), causing financial loss to the landowner, Mr. Suhanto Tarigan. According to

Article 1239 of the Civil Code, a tenant in default must fulfill their obligations, including compensation for costs, losses, and interest owed to the landowner.

To prevent similar issues in the future, it is recommended that agricultural land lease agreements be documented in writing, as outlined in Article 1570 of the Civil Code. This written documentation would help ensure that all parties involved in the lease agreement have a clear responsibility to meet their rights and obligations.

References

- Adriani, P. D. (2021). Tinjauan Hukum Islam Terhadap Biaya Pemungutan Sewa Lapak Pasar Tradisional X. *Jurnal Riset Ekonomi Syariah*, 1(2).
- Alzamzami, J., & Suryono, L. J. (2021). Pelaksanaan Perjanjian Sewa Menyewa Rumah Susun Dan Akibat Hukumnya Dalam Hal Terjadi Wanprestasi. *Media Of Law And Sharia*, 2(3). <https://doi.org/10.18196/MLS.V2i3.12075>
- Ambarita, L. M., Sitinjak, H., Sitinjak, I. Y., & Sitanggang, U. F. (2022). Aspek Hukum Perdata Tentang Sahnya Perjanjian Sewa Menyewa Kamar Kost Yang Dilakukan Secara Lisan Dan Nota Bon Pembayaran. *Jurnal Moralita : Jurnal Pendidikan Pancasila Dan Kewarganegaraan*, 3(1). <https://doi.org/10.36985/Jurnalmoralita.V3i1.390>
- Astriani, A. (2021). *Tinjauan Hukum Ekonomi Syariah Terhadap Praktik Sewa-Menyewa Peralatan Pesta Pada Salon Sity Tuty Di Kecamatan Mori Utara, Kab. Morowali Utara*.
- Azmi Filhaq, Malik, Z. A., & Muhammad Yunus. (2024). Analisis Fikih Muamalah Dan Peraturan Pemerintah No 28 Tahun 2020 Tentang Pengelolaan Barang Milik Negara/Daerah Terhadap Penyewaan Lahan Pt Kai. *Bandung Conference Series: Sharia Economic Law*, 4(1). <https://doi.org/10.29313/Bcssel.V4i1.11304>
- Badrun. (2022). Analisis Hukum Islam Tentang Praktik Sewa Menyewa Lahan Pertanian Jagung Tanpa Surat Perjanjian. *Falah: Jurnal Hukum Dan Ekonomi Syariah*, 2(2). <https://doi.org/10.55510/Fjhes.V2i2.123>
- Buwono, & Iswandi, I. (2022). Praktik Sewa Lahan Pertanian Ditinjau Dari Hukum Positif Dan Hukum Islam. *Jisma: Jurnal Ilmu Sosial, Manajemen, Dan Akuntansi*, 1(5). <https://doi.org/10.59004/Jisma.V1i5.265>
- Dewi, N. M. L. (2019). Perlindungan Hukum Bagi Penyewa Dalam Perjanjian Sewa Menyewa Lahan Akibat Adanya Wanprestasi Yang Dilakukan Oleh Pemilik Lahan. *Kerta Dyatmika*, 16(1).
- Djufri, N. (2016). Tinjauan Hukum Islam Terhadap Akad Sewa Menyewa Rumah Kontrakan (Studi Kasus : Kelurahan Sario Tumpaan Lingkungan V Kecamatan Sario Kota Manado). *Jurnal Ilmiah Al-Syir'ah*, 12(1). <https://doi.org/10.30984/As.V12i1.274>
- Faqih, M. N. (2019). Praktek Sewa Menyewa Tanah Bengkulu Di Desa Kedawung Kecamatan Banyuputih Kabupaten Batang Menurut Prespektif Hukum Islam. *Universitas Muhammadiyah Surakarta*, 1.
- Fathoni, M. Y., Sahrudin, S., & Arifin Dilaga, H. Z. (2022). Akibat Hukum Wanprestasi Dalam Perjanjian Sewa Menyewa Lahan Antara Pemilik Dengan Pihak Bumdes Di Kawasan Wisata Senggigi Tanjung Bias. *Private Law*, 2(3). <https://doi.org/10.29303/Prlw.V2i3.1631>
- Haerullah, Muhyidin, A., & Jupriyanto, M. (2021). Analisis Hukum Islam Terhadap Pelaksanaan Akad Sewa Menyewa (Ijarah) Sawah Di Desa Kemirian Tamanan Bondowoso. *Esa*, 3(2). <https://doi.org/10.58293/Esa.V3i2.21>
- Hardono, G. S., Ariani, M., & Nasution, A. (2016). Analisis Perkembangan Sewa Menyewa Lahan Di Pedesaan Lampung. *Forum Penelitian Agro Ekonomi*, 9(2-1). <https://doi.org/10.21082/Fae.V9n2-1.1992.104-112>
- Iftihor, I., & Mahmudi, M. (2022). Tinjauan Hukum Islam Terhadap Praktik Sewa Menyewa Kamar Hotel (Studi Hotel Syariah Cahaya Berlian Pemekasan). *Iqtisodina Jurnal Ekonomi Syariah Dan Hukum Islam*, 5(2).
- Irianto, S. (2017). Metode Penelitian Kualitatif Dalam Metodologi Penelitian Ilmu Hukum. *Jurnal Hukum & Pembangunan*, 32(2). <https://doi.org/10.21143/Jhp.Vol32.No2.1339>
- Lucky Fajar Gumilang. (2022). Analisis Yuridis Tanggung Jawab Hukum Perjanjian Sewa Menyewa Ruko Di Kartasura. *Skripsi*.
- M. Irsyad Arifin, M. I. (2022). Eksistensi Hukum Ekonomi Syariah Dalam Hukum Perdata. *Lentera: Indonesian Journal Of Multidisciplinary Islamic Studies*, 3(2). <https://doi.org/10.32505/Lentera.V3i2.3536>

- Masrina, & Hasanah, R. (2024). Sosialisasi Hukum Sewa-Menyewa Melalui Kajian Fiqih Muamalah Di Desa Handil Bujur Kecamatan Gambut Kabupaten Banjar. *Khidmatuna: Jurnal Pengabdian Kepada Masyarakat*, 4(2). <https://doi.org/10.51339/Khidmatuna.V4i2.1381>
- Mulia, M. S., & Irianto, S. (2022). Perlindungan Hukum Terhadap Penyewa Akibat Pembatalan Secara Sepihak Dalam Perjanjian Sewa Menyewa Shop Unit Mall. *Notary Law Research*, 4(1). <https://doi.org/10.56444/Nlr.V4i1.3419>
- Mutia Arjayanda. (2022). Sistem Pembayaran Sewa Tanah Pada Penambangan Emas Secara Tradisional Di Kec. Sawang Dalam Perspektif Akad Ijarah Bi Al-Manfa'ah. *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah*, 4(1). <https://doi.org/10.22373/Al-Mudharabah.V4i1.2019>
- Ni Made, T. D. (2022). Wanprestasi Yang Dilakukan Oleh Pemilik Lahan Dalam Perjanjian Sewa Menyewa Lahan. *Vyavahara Duta*, 17(1). <https://doi.org/10.25078/Vyavaharaduta.V17i1.962>
- Ode, I. (2023). Analisis Efektifitas Pemungutan Pajak Parkir Pemanfaatan Lahan Milik Pemerintah Kota Tangerang Selatan Tahun 2020 Sampai Dengan Juni 2023. *Swatantra*, 21(2). <https://doi.org/10.24853/Swatantra.21.2.149-160>
- Oktiarto, H. A. D. (2019). Perjanjian Sewa Menyewa Lahan Pertanian Secara Tidak Tertulis Dalam Perspektif Hukum Islam. *Digital Repository Uiniversitas Jember*.
- Pramono, R. W. D. (2018). Pengaruh Fluktuasi Industrialisasi Terhadap Kapabilitas Masyarakat Pedesaan Di Magelang: Perspektif Perencanaan Wilayah. *Jurnal Pembangunan Wilayah & Kota*, 14(2). <https://doi.org/10.14710/Pwk.V14i2.18577>
- Riyantono, A. (2022). Nilai-Nilai Pendidikan Islam Dan Pendidikan Pancasila Yang Terkandung Dalam Piagam Madinah. *Jurnal Pendidikan Tambusai*, 6(1).
- Saende, Z. R., Sultan, L., & Syatar, A. (2023). Ijtihad Ulama Dalam Merumuskan Metode Memahami Maqâsid Al-Syarî'ah. *Indonesian Journal Of Shariah And Justice*, 3(1). <https://doi.org/10.46339/Ijsj.V3i1.43>
- Saputri. (2017). Tinjauan Kompilasi Hukum Ekonomi Syariah Terhadap Praktek Sewa Menyewa Lahan (Study Kasus Di Desa Taman Cari Kecamatan Purbolinggo Kabupaten Lampung Timur). *Journal Of Materials Processing Technology*, 1(1).
- Septiadi, D., Hidayati, A., Tanaya, I. G. L. P., & Hidayanti, A. A. (2023). Potensi Budidaya Jagung Dan Faktor Sosial Ekonomi Dalam Mendukung Pendapatan Petani Di Kawasan Ekonomi Khusus Mandalika. *Jurnal Agristan*, 5(1). <https://doi.org/10.37058/Agristan.V5i1.7041>
- Shinta, A., & Daihani, D. U. (2019). Pengembangan Kualitas Sdm Untuk Memperkuat Kewaspadaan Nasional. *Prosiding Seminar Nasional ...*, 1.
- Sri Nirwana Sarowati Zikri. (2021). Tinjauan Hukum Islam Tentang Praktik Sewa Menyewa Sawah Sistem Masa Panen Dan Tahunan Di Desa Sukaraja Kec. Praya Timur. *Al-Watsiqah: Jurnal Hukum Ekonomi Syari'ah*, 12(01). <https://doi.org/10.51806/Al-Watsiqah.V12i01.6>
- Wahyu Laili Rahmah. (2022). Tinjauan Kompilasi Hukum Ekonomi Syariah Terhadap Sistem Akad Ijarah Dalam Praktik Sewa Menyewa Bayar Keri Tanah Sawah. *Studi Kasus Di Desa Kepuhkembang Kecamatan Peterongan Kabupaten Jombang*.
- Zainudin, Moh. (2021). Kajian Pasal 1338 Kitab Undang-Undang Hukum Perdata Tentang Akibat Suatu Perjanjian Dalam Sewa Menyewa Lahan Garam (Studi Kasus Desa Karanganyar). *Jurnal Jendela Hukum*, 7(1). <https://doi.org/10.24929/Fh.V7i1.1567>