



Legal Protection Against Unilateral Cancellation for Tenants of Shophouses Built on Cultivated Land Based on DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017

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Abstract: The issue of legal protection for shophouse tenants who experience unilateral cancellation due to unclear land status, particularly when the shophouse is built on cultivated land, remains a significant challenge in Indonesia's business sector. This study employs a normative legal method by analyzing laws and regulations, fatwas, and relevant literature, with a focus on the application of DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 concerning the *ijarah* contract. The findings indicate that tenants are highly vulnerable to financial losses and business disruptions when shophouse owners unilaterally terminate leases, especially when land ownership status is uncertain. The fatwa provides a sharia-based explanation emphasizing the importance of ownership clarity, mutual agreement, and fair compensation in lease contracts. The implementation of DSN-MUI Fatwa no. 112/DSN-MUI/XI/2017 is considered a potential solution to address unilateral cancellations, offering legal certainty and protection for all parties, as well as serving as a basis for recommendations to policymakers and business actors in creating fair and sharia-compliant lease agreements.

Keywords: Cultivated Land, DSN-MUI Fatwa, Legal Protection, Lease Agreement, Unilateral Cancellation

1. Introduction

Legal protection for tenants is the efforts or actions provided by law to safeguard and guarantee the tenant's rights so that they are not harmed in a rental relationship. This protection takes two forms: preventive and repressive. Preventive protection aims to prevent legal violations through clear regulations and supervision, while repressive protection is carried out by imposing sanctions or legal settlements in the event of violations or disputes. In the context of leasing, this legal protection is important to prevent tenants from being harmed, for example due to unilateral cancellation, default, or unclear status of the leased object (land or building) (Moertiono, 2021).

A shophouse, or shophouse, is a multi-functional building. Generally, shophouses have two or more floors. The ground floor is used for commercial activities, such as shops or other businesses, while the upper floors are used for living or additional business space. Shophouses are often found in urban areas or strategic locations, and this aims to increase customer accessibility (Bachtiar, 2023).

Cultivated land is a plot of land or vacant land used by another party without legal ownership rights. Cultivated land, which is land that has been cultivated and utilized by the community but does not yet have an official certificate recognizing its ownership status, is a common issue in various regions. This phenomenon has become increasingly

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complex and important in the modern context where land has high economic value and is a source of intense competition for land ownership and use (Sitohang et al., 2024).

In the context of economic development and small businesses, the existence of shophouses as sales locations is crucial, especially in strategically located areas. This shophouse, built in 2017, has been chosen by several tenants to launch their businesses, including a mobile phone shop, a food stall, a barbershop, and a perfume shop. However, the situation faced by the sixth tenant reveals serious issues related to the legal status of the land on which the shophouse is located.

From this problem, it was revealed that the shophouse was built on cultivated land, meaning the land was not owned by the shophouse owner (*mu'jir*). This had significant legal consequences for the tenant (*musta'jir*), especially when the shophouse owner asked the tenant to move after six months of renting the shophouse, while the tenant had already paid rent for a year. The business run by the tenant had shown good development and had many customers. The decision given by the shophouse owner was not only financially detrimental, but also created uncertainty about the sustainability of the business that was pioneered.

The uncertainty of the legal status of cultivated land has become a significant issue in the practice of shop-house leasing, particularly for small businesses that rely heavily on the continuity of their business location. The unclear legal status of such land creates vulnerability for tenants, as it opens the possibility of unilateral termination by the landowner or even third parties claiming rights over the land. This situation not only undermines legal certainty in lease agreements but also poses economic, social, and psychological risks for tenants who have already invested in their business at the location. In this context, it is essential to examine the legal protection available to shop-house tenants against unilateral cancellation, with reference to DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 on *ijarah* contracts, which emphasizes principles of justice, certainty, and protection for the weaker party in contractual relationship.

An important dimension of this study is examining the extent to which national regulations—such as the Basic Agrarian Law (UUPA), the Civil Code, and consumer protection laws—align with or diverge from the principles of Sharia as articulated in DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 concerning *ijarah* contracts. While national law emphasizes legal certainty, ownership rights, and contractual freedom, Sharia principles underscore justice, fairness, and the protection of the weaker party in contractual relations. This intersection creates both areas of harmony, such as the requirement for clarity of rights and obligations, and potential conflicts, particularly when the status of cultivated land is unclear or when unilateral cancellations occur without just cause. Exploring this relationship is essential for identifying normative gaps and opportunities for integrating Sharia principles into positive law to ensure more comprehensive protection for tenants.

In the perspective of DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 explains the rights and obligations of tenants in a lease agreement (*ijarah*). Tenants are entitled to legal protection, but the status of the leased land can be problematic if there is a claim from the government. If the lease agreement does not contain provisions regarding the transfer of land rights, the tenant still has rights to the building constructed on the land. If a dispute arises, the tenant has the right to request a refund of the rent and compensation in accordance with applicable law.

Therefore, it is crucial for tenants to understand their rights and obligations and ensure clarity regarding the land's status before entering into a lease agreement. This case serves as a concrete example of the potential risks faced by shophouse tenants in strategic areas and highlights the need for greater attention to the legal aspects of lease transactions, particularly those related to land status. It also highlights the need for clearer regulations and legal protections for tenants to prevent unnecessary losses.

2. Research Methods

This research employs a normative juridical method combined with a qualitative approach. The primary data consists of legal sources such as statutory regulations, the DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017, and relevant court decisions, while secondary data includes scholarly articles, books, and legal commentaries on lease agreements and land law. Data collection is conducted through library research and document analysis, focusing on the interpretation of legal texts and fatwas to assess their application in practice. The data are then analyzed qualitatively using descriptive-analytical techniques, which aim to identify legal principles, evaluate their implications, and formulate conclusions regarding legal protection for tenants of shophouses built on cultivated land.

Data collection techniques were conducted through literature and documentation studies, namely by collecting and analyzing legal documents (Rania Zakaria, Subekti, Dudik Djaja Sidarta, 2023), lease agreements, and the results of interviews with tenants and shophouse owners. The data obtained were then analyzed descriptively and qualitatively to describe what legal protections can be provided to tenants, as well as how the DSN-MUI fatwa is implemented in cases of unilateral cancellation of shophouse lease agreements on cultivated land.

The data analysis was conducted by examining each relevant regulation and fatwa, as well as comparing the provisions of positive law with applicable sharia provisions. The results of this analysis are expected to provide a comprehensive overview of tenant rights and obligations, as well as legal protection solutions available in the event of unilateral cancellation due to unclear land status. This will contribute to the development of shophouse tenant protection laws in Indonesia.

3. Results And Discussion

The results of this study show that the uncertainty of cultivated land status significantly affects the legal certainty of shop-house leasing, especially for small businesses that depend on long-term stability of their business location. Through data analysis, it is found that tenants are often placed in a vulnerable position due to the potential for unilateral termination, either by landowners or third parties with stronger claims. When compared with previous research, these findings reinforce the notion that legal protection mechanisms for tenants are still weak and often inconsistent in practice. However, by referring to DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017, the study highlights that the principles of justice and balance in contractual relationships can serve as a normative basis to strengthen tenant protection and minimize the risk of arbitrary cancellations, thereby contributing to greater legal certainty in lease agreements.

3.1. Ijarah Contract

Al-Ijarah comes from the word *al-ajru* or *al'iwadhu* which means to replace. In Arabic, *al-ijarah* is defined as a type of contract used to replace a specific amount. According to Sharia, *al-ijarah* is a type of contract that can be used for benefits through replacement. *Al-ijarah* is a contract that transfers the beneficiary's rights to a product or service by paying rent without transferring ownership or possession of the product itself. (Ayu et al., 2022). According to Syafiyah scholars, *ijarah* is a contract for benefits that are known to be possible with handover and exchange for known benefits. According to Hanafiyah scholars, *ijarah* is a contract for renting with compensation or compensation. According to Malikiyah and Hamdaliyah scholars, *ijarah* is turning goods or objects into benefits that are permissible within a certain time (Salamah, 2023).

Ijarah or renting is a contract whose basic motivation is a mutual assistance contract. With the dynamics of the economic world, the *ijarah contract* has become part of transac-

tions whose motivation is to enter into the issue of material profit and loss. This shift becomes valid when the *ijarah contract* is carried out in accordance with the rules and provisions agreed upon by *sharia*. *Ijarah* is a form of contract for benefits that have been understood, intended, and accepted the delivery, and is permitted with a clear replacement. *Al-ijarah* is handing over (giving) the benefits of an object to another person in exchange for payment. Therefore, renting or *ijarah* means a contract for the transfer of the right to use/benefit of an item/service, for a certain time with the payment of rental fees (*ujrah*), without being followed by the transfer of ownership of the item itself (Haerullah, 2021).

Ijarah contract is a rental contract between *mu'jir* and *musta'jir* or between *musta'jir* and *ajir* to exchange *benefits* and *ujrah*, both benefits of goods and services. *Ijarah* is a contract for the transfer of usufructuary rights over goods or services, through payment of rental wages, without being followed by the transfer of ownership of the goods themselves. This is in accordance with the definition of *ijarah* according to Fatwa DSNMUI No. 09/DSN-MUI/IV/2000 concerning *Ijarah Financing*, namely *ijarah* is a contract for the transfer of usufructuary rights (benefits) over goods or services for a certain period of time through payment of rent/wages, without being followed by the transfer of ownership of the goods themselves. In Islamic law, the term for the person who rents is called *mu'jir*, while the person who rents/lessors is called *musta'jir*, and the object being rented is called *ma'jur*, and the rent or compensation for the use of the benefits of the goods is called *ujrah*.

- a. In DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 concerning the *ijarah contract*, there is an important connection with the case of unilateral cancellation of the lease of a shophouse on cultivated land:

Mahall al-manfa'ah must be in the form of goods that can be utilized and its benefits are justified (not prohibited) according to *sharia* (*mutaqawwam*). (b) *Mahal al-manfa'ah* as in number 1, must be able to be handed over (*maqdur al-taslim*) at the time of the contract or at the time agreed in the *ijarah contract*. (c) Benefits must be benefits that are justified (not prohibited) according to *sharia* (*mutaqawwam*). (d) The benefits must be clear so that they are known by the *mu'jir* and *musta'jir/ajir*. (e) The procedures for using the rented goods and the rental period must be agreed upon by the *mu'jir* and *musta'jir*. (f) The original territory is the authority held by the *mu'jir* because the person concerned is in the position of owner. (g) The *niyyabiyah* area is the authority held by the *mu'jir* because the person concerned is in the position of representative of the owner or guardian of the owner. (h) The *Mu'jir* must have the authority (territory) to carry out *ijarah contracts*, both genuine and non-genuine authority. (National Sharia Council - Indonesian Ulema Council, 2017).

Thus, it can be concluded that the leased object (*mahall al-manfa'ah*) must have clear ownership and legal status. The lessor (*mu'jir*) must have authority over the legal ownership area (*awita ashliyyah*) or authority as a representative (*awita niyabiyah*) that is legally recognized. Furthermore, the benefits of the goods or services being leased must be lawful and not contradict the principles of Islamic law.

- b. *Ijarah* is essentially permitted in Islam if it is carried out in accordance with *sharia* law. The legal basis supporting the permissibility of *ijarah* is found in the Qur'an and the Prophet's Hadith: Surah Al-Baqarah verse 233:

وَالْوَالِدَاتُ يُرْضِعْنَ أَوْلَادَهُنَّ حَوْلَيْنِ كَامِلَيْنِ لِمَنْ أَرَادَ أَنْ يُتِمَّ الرَّضَاعَةَ وَعَلَى الْمَوْلُودِ لَهُ رِزْقُهُنَّ وَكِسْوَتُهُنَّ بِالْمَعْرُوفِ لَا تُكَلَّفُ نَفْسٌ إِلَّا وُسْعَهَا لَا تُضَارُّ وَالِدَةُ بَوْلِدِهَا وَلَا مَوْلُودٌ لَهُ بِوَالِدِهِ وَعَلَى الْوَارِثِ مِثْلُ ذَلِكَ فَإِنْ أَرَادَا فِصَالًا عَنْ تَرَاضٍ مَيْنَهُمَا وَتَشَاوُرٍ فَلَا جُنَاحَ عَلَيْهِمَا وَإِنْ أَرَدْتُمْ أَنْ تَسْتَرْضِعُوهُنَّ أَوْلَادَكُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَلَّمْتُمْ مَاءً آتَيْتُمْ بِالْمَعْرُوفِ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

"And if you want your child to be breastfed by someone else, then there is no sin for you if you pay according to what is appropriate. Fear Allah and know that Allah is all-seeing of what you do."

c. Hadith narrated by Abu Daud from Sa'd Ibn Abi Waqqash:

يَا رَسُولَ اللَّهِ، كُنَّا نَسْتَأْجِرُ الْأَرْضَ بِحَصَادِهَا، فَنَهَانَا أَنْ نَسْتَأْجِرَهَا بِالذَّهَبِ أَوْ الْوَرِقِ

"We used to rent out land in exchange for agricultural produce; therefore, the Prophet (peace be upon him) forbade us from doing so and ordered us to rent it out in exchange for gold or silver." (Fitriani, 2020) .

d. End of the *Ijarah* Agreement

In the *ijarah contract*, time has a big influence. In the sale and purchase contract, the goods are Transfer of ownership without any time limit. In *leasing*, the term or expiration date of the contract is crucial. A lease or rental agreement can end in several ways, including : (a) According to the Hanafiyah School, *ijarah* ends with the death of the wrong person a party to the contract. This is related to the Hanafiyah school of thought on inheritance. According to them, a person's death results in the loss of the right to the benefit, making it uninheritable. This condition necessitates renewal of the contract between *the 'aqid* and the heirs. The majority of scholars hold a different view from the Hanafiyah school. They argue that the *ijarah contract* is binding and the death of one of the parties to the transaction does not invalidate the contract. The lessee retains full rights to the benefits of the lease, and these rights can be inherited. (b) The contract can be terminated by cancellation. This is justified because *ijarah is a type of mu'awadah contract*, or the exchange of property for property. (c) *ijarah contract* can end if the leased item is damaged or destroyed. The contract ends because there is no benefit to be gained by continuing the contract. This is different if the object of the contract is a benefit that can be transferred or moved. Functions like a delivery service. If the vehicle used for delivery is damaged and the shipping company can replace it with another vehicle, the contract will still be valid because the object of the contract is the transfer of goods, not the vehicle. (d) The contract ends with the agreed rental period. The time limit is one of the things that must be clearly stated in the *ijarah contract* to avoid future disputes. (e) In collaborative wage contracts, there are two types of time limits: one that ends with the completion of the work and the other that ends within the agreed timeframe. Most

scholars argue that in collaborative wage contracts, a time limit should still be established, although completion of the work remains the primary objective. Setting a time limit is recommended to avoid ambiguity and uncertainty . (Hidayat, 2022)

3.2 Legal Protection for Tenants in Cases of Unilateral Cancellation of Shophouse Leases on Cultivated Land

a. Legal Protection for Tenants in Unilateral Cancellation

Legal protection is any action aimed at providing a safe, comfortable, and legally certain environment for legal subjects, both individuals and legal entities. Legal protection is provided to guarantee the rights of the community. As stated in Article 28D, everyone has the right to recognition and equal legal protection before the law. (1945 Constitution , nd).

Legal protection is a form of protection provided to legal subjects through various preventive instruments and enforcement actions (repressive), both verbally and in writing. In other words, legal protection is a concrete manifestation of the function of the law itself, which embodies the concept that law aims to create justice, order, certainty, benefit, and peace. In its implementation, legal protection requires a means or forum as a medium for implementing said protection, which is often referred to as a legal protection facility. (Moertiono, 2021)

A tenant has paid 10 million rupiah in rent for a full year, but the shop owner unilaterally terminates the lease before the end of the lease term without the tenant's consent. The tenant suffers significant material losses. In this case, the tenant is entitled to legal protection in the form of: (a) The right to a refund of rent for a period of time not yet used or enjoyed by the tenant. For example, if the tenant can only use the shophouse for six months out of a year, then the remaining six months of unused rent must be refunded in proportion. (b) The right to compensation for financial losses and business impacts resulting from the unilateral cancellation. These losses can include lost income, investments made in the shophouse, and disruption to business continuity.

This is in accordance with the principles in DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 which emphasizes the importance of clarity of rights and obligations as well as fairness in *ijarah* (lease) contracts, including the prohibition of unilateral cancellation without a valid sharia reason. In addition, based on positive legal provisions such as Article 1576 and Article 1365 of the Civil Code, the tenant has the right to demand the return of rent and compensation in the event of default by the lessor. In this case, a tenant who has paid an annual rent of 10 million rupiah but whose landlord orders him to move out before the lease expires is required to receive fair compensation and legal protection to prevent unnecessary losses. This underscores the importance of a clear lease agreement and strong legal protection for tenants to prevent their rights from being violated by the shophouse owner's unilateral cancellation.

The shophouse tenant in this case is a consumer who uses rental services as a service product or business facility. Therefore, consumer protection is relevant to affirm the rights of tenants in preventing detrimental practices that have the potential to violate the principles of justice and fairness. The purpose of the law is to realize justice, benefit, and legal certainty. Consumer protection law is the entire principles and rules that regulate and protect consumers in the relationship and issues of the provision and use of consumer products between providers and users, in social life. The goal of consumer protection is to create a sense of security for consumers (tenants). Strictly speaking, consumer protection law is the entirety of laws and regulations, both statutes and other laws and regulations, as well as judges' decisions, the substance of which regulates consumer interests (Zulham, 2013).

Lease cancellation occurs when one party terminates the agreement before the end of the lease term without the other party's consent. In practice, this unilateral cancellation often causes problems, especially if there is no clear reason or if it does not align with the terms of the agreement. For example, a shop owner might ask a tenant to leave before the lease expires, even though the tenant has already paid rent for a full year. This can be financially detrimental to the tenant and disrupt the continuity of their ongoing business (Pricillia et al., nd).

The legal protection that a state can provide is of two types: preventive and punitive. The most obvious form of legal protection is the existence of law enforcement agencies such as courts, prosecutors, police, and other non-litigation dispute resolution institutions. This aligns with Soedjono Dirdjosworo's definition of law, which states that law has various meanings in society, and one of the most obvious is the existence of law enforcement agencies. (Ahmad, 2025)

Legal protection for tenants is an effort to guarantee the rights and obligations of tenants under rental agreements, whether for a house, shophouse, land, business premises, or building. This protection is crucial to prevent tenants from being disadvantaged, particularly in situations such as mortgages or changes in ownership of the leased property (Syamsuriana, 2023).

Protection under the Civil Code (KUHPerdara), Article 1576 of the Civil Code, stipulates that if the leased item is sold, the previously made lease agreement does not automatically terminate unless there is a specific agreement stating otherwise. Thus, the lessee has the right to continue the lease period until the end of the term, as long as the compensation has not been paid. Lessees in good faith, namely those who are unaware of any legal problems regarding the leased object, receive legal protection so as not to be harmed by the actions of third parties such as creditors in executing mortgage rights. However, the lessee can only file legal action against the lessor (Sihite, 2024).

The legal consequences of unilateral cancellation are extremely detrimental to the injured party, especially the tenant. The tenant has the right to demand a refund of the rent already paid and compensation for any losses suffered, such as loss of customers or business interruption. Furthermore, unilateral cancellation can also be classified as a breach of contract (default), so the injured party can file a lawsuit in court for justice and compensation in accordance with applicable law. (Mandiri, 2025)

b. The Case of Renting a Shophouse on Cultivated Land

Cultivated land is land cultivated or utilized by a person without clear ownership rights. Cultivated land can be defined as the relationship between the cultivator and a plot of land without clear ownership rights, whether based on decrees, permits, or other documents or not based on a land transfer deed. However, the UUPA does not regulate the existence of cultivated land because it is not a land title. The law defines cultivated land as land without the permission of the owner/authorizer and illegal land occupation (Farma, 2021).

The case presented in this study began with a shophouse tenant whose lease was unilaterally terminated by the owner. The shophouse was built on cultivated land, meaning that legally, ownership status was unclear and not registered as legal ownership with the land agency. After six months of operation and the business growing, the tenant was unilaterally asked to move out by the shophouse owner. This resulted in financial loss and legal uncertainty for the tenant, as all the investment and effort they had made to develop the business was wasted. The main problem in this case is the weak legal position of the tenant when the status of the land that is the object of the lease is unclear or problematic.

In the perspective of DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 concerning *ijarah* (lease) contracts, tenants are actually entitled to legal protection, including the right not

to be evicted unilaterally without a clear legal process and the right to compensation in the event of unilateral cancellation. However, the status of cultivated land that is not formally recognized by law poses a major risk for tenants, because at any time there may be claims from other parties or the legitimate landowner, so that legal protection for tenants becomes weak.

Shophouse tenants have a number of rights that must be respected by both the owner and other parties. These rights include: the right to enjoy and utilize the shophouse according to the agreement, the right to protection from eviction or unilateral cancellation without justification or due process, the right to receive compensation or damages in the event of an unlawful eviction, and the right to file an objection or lawsuit if they feel they have been harmed. (Agustiono, 2020) . In the context of cultivated land, even if the land status is not entirely clear, the tenant still has the right to legal protection as long as the lease agreement is in effect and there are no violations by the tenant. These rights are affirmed in Articles 1548-1560 of the Civil Code and reinforced in DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 concerning the *ijarah contract*.

Tenants also have obligations that must be fulfilled during the lease period. The tenant's primary obligations are to pay rent on time as agreed, use the shophouse appropriately and avoid damaging the facilities, maintain the security and order of the shophouse environment, and return the shophouse in good condition after the lease period ends. If the tenant is negligent or commits a violation, such as damaging the building or failing to pay rent, the tenant may be held legally responsible, including paying compensation. These obligations are also stipulated in the lease agreement and serve as the basis for legal protection for shophouse owners.

The legal risks faced by shophouse tenants on cultivated land are significant. The primary risk is unilateral cancellation by the shophouse owner due to unclear land status, potentially leading to loss of business access, investment, and financial loss. Furthermore, if a claim is made by a third party or the land's legal owner, the tenant could potentially become embroiled in a complex legal dispute. Another risk is the lack of legal certainty regarding the tenant's rights, particularly if the lease agreement does not explicitly stipulate protections in the event of problematic land status . (Nugroho, 2022).

A solution that can be taken based on positive law is to ensure that all lease agreements are in writing and contain clauses protecting the tenant's rights, including compensation in the event of unilateral cancellation. Tenants are also advised to check the legal status of the land before signing the agreement, and to involve a notary or authorized third party to ensure the validity of the document. In the event of unilateral cancellation, the tenant can seek compensation through civil law under Article 1365 of the Civil Code concerning unlawful acts. h law. (Sari, 2021).

Based on DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017, the *ijarah contract* must be carried out with the consent of both parties and may not be canceled unilaterally without a clear sharia reason. If the cancellation occurs without a justifiable reason, the tenant is entitled to a refund of the rent and compensation for any losses suffered. This fatwa also emphasizes that the leased object must be clear and can be utilized according to sharia, so that problematic land status should be avoided in the lease agreement.

Unauthorized land ownership is a minor crime where a person who has controlled a plot of land without having proof of ownership of the land rights, it turns out that there is a legitimate land rights holder on the land. When the land owner has been warned and it turns out that he still wants to stay and does not want to leave the land in question, then such actions are included in the crime of land ownership without permission from the rightful owner or his attorney, as referred to in Government Regulation in Lieu of Law Number 51 of 1960 concerning the Prohibition of Land Use Without Permission from the Rightful Owner or His Attorney (Tarigan T, 2023).

Therefore, legal protection for shophouse tenants must adhere to the principles of prudence, transparency, and clarity regarding the leased property's status. Tenants need to understand their rights and obligations and demand legal protection through both litigation and non-litigation channels in the event of a dispute. Stricter government regulations are also needed to protect tenants from losses resulting from unclear land status, ensuring certainty and fairness in shophouse leasing practices in Indonesia. This case demonstrates the importance of transparency and clarity regarding the legal status of land before entering into a lease agreement. Tenants must ensure that the land or shophouse they are renting has clear legal standing to ensure their rights are legally protected. Furthermore, this case highlights the need for stricter regulations and stronger legal protection for tenants, particularly in problematic land situations such as cultivated land, to prevent unilateral losses that could harm small and medium-sized businesses in the future. (Rahmawati, 2024)

4. Conclusion

Based on the results of this research, it can be concluded that legal protection for shophouse tenants on cultivated land is crucial to guarantee certainty and security in running a business, particularly for tenants who have already fulfilled their contractual obligations. The unclear status of cultivated land remains a major source of legal risk, often placing tenants in the weakest and most disadvantaged position. The implementation of DSN-MUI Fatwa No. 112/DSN-MUI/XI/2017 on ijarah contracts provides an important normative foundation, emphasizing fairness, transparency, and the requirement that leased property must have a clear legal status. In the event of unilateral cancellation without valid or sharia-compliant grounds, tenants are entitled to refunds and compensation, thereby reinforcing justice in lease relations. Normatively, these principles should be directed toward the formation of specific regulations governing the leasing of buildings on cultivated land, requiring written agreements, clauses that safeguard tenants' rights, and prior verification of land status. By integrating these provisions into positive law, the government can prevent unilateral losses, ensure comprehensive protection, and create a healthier, more equitable business climate for small enterprises.

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