



FARMERS' LEGAL CONSCIOUSNESS AND SHARECROPPING CONTRACT PRACTICES IN THE DIGITAL ERA: A COMPARATIVE SOCIO-LEGAL STUDY IN SOUTH KALIMANTAN

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ABSTRACT

Sharecropping in this digital era is still carried out by Indonesian farmers, including South Kalimantan. This study aimed to determine the extent to which digital literacy, urbanization, and religious authority influence farmers' understanding of legal responsibilities, dispute prevention, and documentation. In this study, we used a qualitative socio-legal approach by interviewing 10 farmers and landowners in both Banjarmasin (the city) and Hulu Sungai (the rural area). Field interviews were conducted in urban-periurban Banjarmasin and rural Hulu Sungai with farmers, landowners, village officials, and religious leaders. The results show that digital literacy is gradually transforming traditional verbal agreements into written contracts. The findings indicate that rural communities still predominantly rely on oral agreements based on strong trust and social cohesion, whereas urban farmers demonstrate a greater preference for written agreements. The results further show that digital exposure has increased legal awareness, particularly among younger and more educated farmers, although religious legitimacy continues to influence contractual behavior. Agrarian agreements are evolving gradually and in layers due to cultural continuity, moral authority, and emerging digital competencies. Understanding these dynamics is crucial when developing context-sensitive policy plans. These strategies can enhance legal empowerment without disrupting local beliefs and socio-religious principles.

A. INTRODUCTION

Agricultural sharecropping remains an important contractual arrangement among smallholder farming communities in Indonesia, particularly where land ownership and farming capacity are distributed unevenly. Through this arrangement, landowners and farmers cooperate in

cultivating agricultural land and sharing production costs, risks, and returns according to agreements established between the parties.¹ These agreements are not merely economic arrangements but also reflect local legal practices shaped by trust, social relationships, customary norms, and religious values. In many communities, sharecropping arrangements have traditionally been based on oral agreements and interpersonal trust, allowing contractual relationships to operate within established social structures.² However, changes in education, mobility, urbanization, and access to information are gradually influencing how farmers understand and exercise their contractual rights and obligations.³

These developments raise an important legal issue concerning the transformation of farmers' legal consciousness and contractual practices. Increased access to digital information may provide farmers with greater awareness of legal rights, contractual certainty, and the importance of documenting agreements, while urbanization and changing social relations may further encourage the adoption of more formal contractual practices. At the same time, customary norms, social trust, and religious authority continue to influence how agricultural agreements are formed and maintained.⁴ This situation is particularly relevant in South Kalimantan, where agricultural communities operate across both urban and rural settings with different levels of exposure to education, digital technology, and formal legal institutions. The resulting question is how these factors influence farmers' legal consciousness and their preference for oral or written sharecropping agreements in the digital era.

Prior academic studies on agricultural profit-sharing in Indonesia primarily demonstrate the enduring nature of customary and oral contractual traditions across diverse regions.⁵ Research in North Padang Lawas and Padang Pariaman indicates that sharecropping agreements are predominantly executed orally, relying on interpersonal trust, generational customs, and community-based normative values rather than the written formalities

¹ Mulyono, Fokky Fuad, and Aris Machmud, "Profit-Sharing Agreements on Agricultural Land: the Study of Socio Legal: Perjanjian Bagi Hasil di Lahan Pertanian: Studi Sosio-Legal," *Dame Journal of Law* 2, no. 1 (2026): 29.

² Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 1 (2025): 15.

³ Hermita Arif, Asharin Juwita Purisamy, and Mohammad Mahbubi Ali, "Islamic sharecropping practices: Evidence from Indonesian local communities," *Riset: jurnal Aplikasi Ekonomi Akuntansi Dan Bisnis* 7, no. 1 (2025): 48.

⁴ Hazar Kusmayanti, Dede Kania, Indra Riswadinata, and Hyung-Jun Kim, "Contestation of Islamic Law on Traditional Sharecropping in Rural West Java, Indonesia," *Al-Ahkam* 35, no. 1 (2025): 180.

⁵ F. Hermawan, "Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian: Studi di Desa Waung Kecamatan Baron Kabupaten Nganjuk," *Jurnal Ilmu Hukum Mizan* 1, no. 2 (2012): 94.

prescribed by law.⁶ Investigations in South Sulawesi underscore the simultaneous presence of adat and Islamic contractual frameworks, illustrating that religious norms bolster cooperation, despite the scarcity of documentation. Similarly, socio-religious research in South Kalimantan underscores the impact of Banjar Islamic values on economic transactions, whereas socio-economic studies in Madiun and East Java reveal the significance of education, religiosity, and transparency in influencing profit-sharing decisions.⁷ These studies collectively highlight the prevalence of oral agreements and socio-religious norms in agrarian contracting; however, they fail to investigate the impact of digital literacy, urbanization, and increasing legal awareness on the shift towards written agreements within a specific cultural region, such as South Kalimantan.

Even though sharecropping contracts are still very important, the literature shows that there are some patterns and gaps. Research conducted in Bali indicates that numerous agreements remain unwritten and are profoundly rooted in local norms of trust and kinship, with 'social norms and reputation' serving as the primary determinants of contract sustainability.⁸ In West Java, research indicates that Islamic legal norms are increasingly challenging conventional land-sharing agreements, especially as digital information access expands to rural areas.⁹ Simultaneously, research in South Sulawesi underscores the resurgence of classical Islamic contracts (e.g., *muzara'ah*) within agricultural settings to foster equity and risk-sharing, albeit

⁶ Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 1 (2025): 16. See too, Ade Mai Charly, Kurnia Warman, and Zefrizal Nurdin, "Profit Sharing Agreement of Agriculture Land Using Pusako Land in Nagari Durian River Padang Pariaman District," *International Journal of Multicultural and Multireligious Understanding* 6, no. 5 (2019): 212.

⁷ Hazar Kusmayanti, Dede Kania, Indra Riswadinata, and Hyung-Jun Kim, "Contestation of Islamic Law on Traditional Sharecropping in Rural West Java, Indonesia," *Al-Ahkam* 35, no. 1 (2025): 182.

⁸ Ben White, and Marcus Taylor, "Labour and Land in Indonesia: An Introduction". *Journal of Agrarian Change* 25, no. 4 (2025): 70034. See too, Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 1 (2025): 19.

⁹ I. Made Endra Kartika Yudha, Made Kembar Sri Budhi, Made Suyana Utama, Ida Bagus Putu Purbadharma, I. Gusti Wayan Murjana Yasa, and Ni Nyoman Reni Suasih, "Existence and Sustainability of Sharecropping Contract in Bali Province, Indonesia," *Academy of Strategic Management Journal* 21, no. 2 (2022): 19. See too, Mulyono, Fokky Fuad, and Aris Machmud, "Profit-Sharing Agreements on Agricultural Land: the Study of Socio Legal: Perjanjian Bagi Hasil di Lahan Pertanian: Studi Sosio-Legal," *Dame Journal of Law* 2, no. 1 (2026): 31; F. Hermawan, "Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian: Studi di Desa Waung Kecamatan Baron Kabupaten Nganjuk," *Jurnal Ilmu Hukum Mizan* 1, no. 2 (2012): 95.

with constrained socio-legal examination of local cultural and digital interactions.¹⁰

Nonetheless, significant constraints persist in contemporary scholarship. First, a lot of the research is about rural or traditional areas, not peri-urban or urbanizing areas, where farmers' choices of contract form may be affected by digital exposure and formal education. Second, there are few studies that use a comparative intra-regional design (like comparing urban and rural areas within the same cultural region) to look at how legal consciousness changes in different ways even when the cultural backgrounds are the same. Third, although factors like religiosity, education, and social trust have been examined separately, the cumulative influence of education, digital literacy, customary norms, and religious authority on the preference for written versus oral contracts is still insufficiently investigated.

This study examines the discrepancies by exploring how farmers in two distinct regions of South Kalimantan the city of Banjarmasin (urban-peri-urban) and the Hulu Sungai region (rural) establish and interpret sharecropping contracts in the digital age. The study seeks to compare the prevalence of written and oral agreements, examine the socio-legal determinants of contract form (including education, digital literacy, religious authority, and social trust), and investigate the impact of digitalization on farmers' legal awareness and contractual conduct. By doing so, it adds new real-world evidence to the global socio-legal literature on legal pluralism, agricultural contracting, and how digital transformation affects rural legal cultures.

Based on the research gap and the objectives outlined above, this study addresses the following research questions:

1. How do legal, customary, and Islamic norms shape the legitimacy of sharecropping agreements in South Kalimantan?
2. How does digitalization influence farmers' legal awareness and contracting practices?
3. Why do farmers in Banjarmasin and Hulu Sungai prefer written or oral sharecropping agreements?

B. RESEARCH METHODS

This study employs a qualitative socio-legal research design to examine the development of legal consciousness among farmers engaged in sharecropping arrangements in South Kalimantan. A total of ten individuals were interviewed: five landowners and farmers from urban Banjarmasin (Sungai Andai, Sungai Miai, HKSN-Banjarmasin Utara, Pekapuran Raya, and

¹⁰ Fajar Sidik, and Muchtar Habibi, "A Prize for the Village Ruling Class: "Village Funds" and Class Dynamics in Rural Indonesia," *Journal of Contemporary Asia* 54, no. 3 (2024): 389.

Basirih) and five from the rural regions of Hulu Sungai and Tapin (Hamak Timur, Sarang Halang, Baruh Jaya, Banua Halat, and Salam Babaris). Participants were selected via purposive sampling and subsequent snowball referrals, enabling access to individuals directly involved in sharecropping arrangements. Semi-structured interviews and field observations were conducted from January to March 2025 to document socio-legal behavior, settlement practices, and farmers' rationale for preferring written contracts over oral agreements. This method allows for the examination of not only legal texts but also legal consciousness and quotidian legal practices in agrarian communities.¹¹

This study combines socio-legal analysis with a normative examination of the relevant legal framework. Key legal sources include the 1960 Basic Agrarian Law and Law Number 5 of 1960 concerning Basic Agrarian Principles (*Undang Undang Pokok Agraria/UUPA*), which serves as the foundation for agrarian relations, and the Profit-Sharing Agreement, which specifically governs the terms of agricultural profit-sharing.

C. DISCUSSION

1. Legal Pluralism, Religious Norms, and Sharecropping Contract Legitimacy

Indonesia's agrarian relations exist within a framework of legal pluralism, wherein formal state law coexists with religious and customary norms. The Indonesian Civil Code and the Basic Agrarian Law of 1960 (*Undang-Undang Pokok Agraria/UUPA*) provide the legal framework for land and contract regulation; however, agricultural partnerships often circumvent formal procedures. Scholars contend that Indonesian legal governance is structurally pluralistic, fostering the coexistence of state and non-state norms instead of imposing a legal monopoly.¹²

The UUPA acknowledges the enduring significance of adat (customary) rights, provided they are consistent with national interests and the state's agrarian framework. In practice, this acknowledgment has resulted in 'layered legality', wherein state recognition does not nullify local jurisdiction over land use agreements. Empirical studies of Indonesia's agrarian sector illustrate that

¹¹ Fachrizal Afandi, "Penelitian Hukum Interdisipliner Reza Banakar: Urgensi Dan Desain Penelitian Sosio-Legal," *Undang: Jurnal Hukum* 5, no. 1 (2022): 231.

¹² Ratno Lukito, *Legal Pluralism in Indonesia: Bridging the Unbridgeable* (London: Routledge, 2012), 121. See too, Ni Komang Putri Sari Sunari Wangi, Komang Febrinayanti Dantes, and Ketut Sudiarmaka, "Analisis yuridis hak ulayat terhadap kepemilikan tanah adat berdasarkan Undang-Undang nomor 5 tahun 1960 tentang peraturan dasar pokok-pokok agraria," *Jurnal Ilmu Hukum Sui Generis* 3, no. 3 (2023): 115.

customary norms maintain legitimacy due to their social entrenchment and historical foundation within rural livelihood systems.¹³

From a formal legal perspective, the legitimacy of sharecropping arrangements must also be situated within the framework of Law Number 5 of 1960 concerning Basic Agrarian Principles.¹⁴ The basic agrarian law provides the foundational framework for agrarian relations in Indonesia while recognizing the continuing relevance of customary rights and practices insofar as they are consistent with national interests and applicable legal principles. This framework is particularly relevant to sharecropping arrangements in South Kalimantan, where formal agrarian law operates alongside customary and religious norms. Accordingly, the continued use of oral agreements should not be understood solely as an absence of legal awareness, but as a manifestation of layered legality in which state law, customary norms, and religious principles interact in determining contractual legitimacy.

Islamic legal doctrine provides a parallel ethical and contractual framework for yield. Under Islamic law, agricultural yield arrangements are called muzara'ah and mukhabarah, focusing on transparency, fairness in profit sharing, and prevention of exploitation. Contemporary studies show that these pre-modern agrarian contracts still influence agricultural practices in Muslim-majority societies, including Indonesia, particularly in rural areas where religious morality is governed by religion.¹⁵

Broader Islamic jurisprudence principles, such as the prohibition of gharar (uncertainty) and the need for a clear profit ratio, define the ethical dimensions of Islamic agrarian contracts. This aligns with yield standards that prioritize fair outcomes and social justice. Modern analysis emphasizes that Islamic economic ethics often serves as a moral filter for assessing fairness in informal agricultural agreements; this reinforces compliance even in the absence of formal evidence.¹⁶

¹³ Cahyono Agus, Sri Ratna Saktimulya, Priyo Dwiarto, Bambang Widodo, Siti Rochmiyati, and Mulyanto Darmowiyono, "Revitalization of local traditional culture for sustainable development of national character building in Indonesia," In *Innovations and traditions for sustainable development*, (Cham: Springer International Publishing, 2021), 353.

¹⁴ Ni Komang Putri Sari Sunari Wangi, Komang Febrinayanti Dantes, and Ketut Sudiarmaka, "Analisis yuridis hak ulayat terhadap kepemilikan tanah adat berdasarkan Undang-Undang nomor 5 tahun 1960 tentang peraturan dasar pokok-pokok agraria," *Jurnal Ilmu Hukum Sui Generis* 3, no. 3 (2023): 117.

¹⁵ Kresnawidiansyah Agustian, Djawahir Hejaziey, Agustian Zen, Ratih Ayu Sekarini, and Wiwin Wiwin, "Comparative Analysis of Ethical and Legal Principles in the Islamic Business Management Model," *Journal of Contemporary Administration and Management (ADMAN)* 1, no. 2 (2023): 101.

¹⁶ Dolot Alhasni Bakung, Zamroni Abdussamad, and Mohamad Hidayat Muhtar, "The Principle of Freedom of Contract in Agricultural Product Sharing Based on Islamic Law," *Jambura Law Review* 4, no. 2 (2022): 344.

Meanwhile, Banjar customary law fosters kinship obligations, reciprocal trust, and community law enforcement. Custom serves as a social system that regulates behavior through moral sanctions and community expectations. According to experts, customary institutions remain strong in rural Indonesian communities because they create local identities and norms of relationships, providing legitimacy beyond the state government.¹⁷

When Banjarmasin cultural norms and Islam blended, a new order emerged, particularly in South Kalimantan. There, Islamic teachings were culturally integrated with Banjarese identity. Recent socio-legal studies have shown that Muslim agrarian societies often integrated fiqh into local customs, resulting in laws responsive to social structures. This hybridization strengthened the social legitimacy of oral contracts and strengthened collective trust in written contracts.¹⁸

Field research in South Kalimantan shows that many farmers rely on trust in relationships rather than legal formalities, particularly within kinship networks. This is consistent with the more general behavior of Indonesian farmers, where contracts based on relationships are considered more socially and morally effective than formal documentation. Socio-legal studies suggest that because informal norms offer greater social trust and lower transaction costs, legal pluralism persists. This is particularly true in the rural economy.¹⁹

Pluralistic legality does not, in fact, eliminate state law; instead, these farmers use state, religious, or customary legitimacy according to their circumstances. According to interviews, farmers can use national law in disputes, use customary law in their daily lives, and use Islamic principles as their religion. These choices reflect "legal opportunism" where they tend to be pragmatic in choosing laws that suit their desires and needs.²⁰

¹⁷ Mursyid Djawas, Abidin Nurdin, Muslim Zainuddin, Idham Idham, and Zahratul Idami, "Harmonization of State, Custom, and Islamic Law in Aceh: Perspective of Legal Pluralism," *Hasanuddin Law Review*, 1 (2024), 64.

¹⁸ Suci Mahabbati, Hardinal Hardinal, and Muhammad Aunurrochim, "Islamic Law Institutionalization In Indonesia: An Analysis Of Busthanul Arifins Contributions," *Kanun Jurnal Ilmu Hukum* 27, no. 2 (2025): 357.

¹⁹ Maarten Manse, "The Plural Legacies of Legal Pluralism: Local Practices and Contestations of Customary Law in Late Colonial Indonesia," *Legal Pluralism and Critical Social Analysis* 56, no. 3 (2024): 328.

²⁰ Ahmad Faisal, "The Intersection of Islamic Law and Nationhood in Contemporary Indonesia," *European Journal of Humanities and Social Sciences* 3, no. 2 (2023): 141. See too, Kresnawidiansyah Agustian, Djawahir Hejazziey, Agustian Zen, Ratih Ayu Sekarini, and Wiwin Wiwin, "Comparative Analysis of Ethical and Legal Principles in the Islamic Business Management Model," *Journal of Contemporary Administration and Management (ADMAN)* 1, no. 2 (2023): 102; Ade Mai Charly, Kurnia Warman, and Zefrizal Nurdin, "Profit Sharing Agreement of Agriculture Land Using Pusako Land in Nagari Durian River Padang Pariaman District," *International Journal of Multicultural and Multireligious Understanding* 6, no. 5 (2019): 216.

Field evidence from Banjarmasin demonstrates how legal awareness functions within a pluralistic legal structure. One landowner stated that written agreements are necessary “so it's clear if there's a problem later it's safer if it's black and white, especially now that it's easy to type on a cell phone.” One tenant farmer stated that formalizing the agreement merely “avoid misunderstandings”, not eliminates trust. They said this was especially true at a time when land prices and economic risks were rising. These narratives demonstrate a hybrid legal orientation in which trust and social ethics remain important, but behavior is gradually shaped by legal certainty, reinforced by digital tools. In particular, respondents frequently stated that written agreements felt “lebih pasti dan modern” due to access to online legal information and smartphones. This demonstrates the dynamics of grassroots legal modernization.²¹

In Hulu Sungai, interviews revealed a different perspective, where tradition, interpersonal relationships, and religious ethics influence outcomes more than formal law. One farmer said, “Here, people know each other, so there's no need for paper”. Every problem must be resolved through conversation and traditional leaders. Another respondent said, “As long as it's within the agreement and not oppressive, that's enough”. He also stated that the application of religious standards and community leaders maintains justice. God knows what he means. Rather than a state-driven formality, these comments demonstrate a legal awareness rooted in moral obligation and community harmony. However, some young farmers acknowledged the slow pace of change: “Young people now see a lot of examples from the city, maybe later more will write agreements, but it's happening slowly”. This demonstrates a slow generational shift influenced by increasing digital exposure and mobility.²²

The economic practices of South Kalimantan are deeply imbued with religious values, and they practice Sharia economic law even in sales and cooperation agreements. Many farmers view land management as a moral endeavor linked to responsibility (*amanah*), justice (*‘adl*), and mutual welfare (*maslahah*). These values align with classical Islamic agricultural contracts, particularly muzāra‘ah and mukhābarah, which regulate land-labor partnerships based on a fair and clear distribution of profits.

The participation of religious leaders (*ulama*) makes the practice of agrarian contracts more acceptable. Farmers in many rural Muslim

²¹ “H. Rahman” (pseudonym), landowner, interview by author, Banjarmasin, South Kalimantan, July 12, 2025. See too, “Saifullah” (pseudonym), sharecropper, interview by author, Banjarmasin, South Kalimantan, July 12, 2025.

²² “H. Abdullah” (pseudonym), farmer, interview by author, Hulu Sungai Utara, South Kalimantan, July 18, 2025. See too, “Hasan” (pseudonym), farmer, interview by author, Hulu Sungai Tengah, South Kalimantan, July 18, 2025.

communities, such as South Kalimantan, often consult with religious experts before agreeing to usufructuary agreements. This pattern is similar to that in West Java, where kyai (Islamic scholars) ensure that usufructuary agreements adhere to Islamic ethics, particularly regarding justice and avoiding unjust enrichment. In South Kalimantan, prophetic traditions that stress clarity in agreements (*bayyinat*) shape what people expect, contracts should be clear and not take advantage of people, but they don't have to be written down as long as everyone agrees and there is moral clarity.

The normative allure of Islamic values is also associated with modern legal discourse. According to Islamic law, a contract occurs when there is an agreement between the parties who do it. This implies that every agreement entered into by both parties is a sacred (spiritual) and transcendent act. Fulfilling contracts is God's command and is a form of obedience to God. People who break the covenant get sin, people who keep it get a reward. QS. Al-Saff: 2-3:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لِمَ تَقُولُونَ مَا لَا تَفْعَلُونَ كَبُرَ مَقْتًا عِنْدَ اللَّهِ أَنْ تَقُولُوا مَا لَا تَفْعَلُونَ

O believers! Why do you say what you do not do? How despicable it is in the sight of Allah that you say what you do not do!

Based on this verse, it is concluded that every agreement is binding on the parties and must be fulfilled. Another principle related to the protection of the parties is the principle of *taswiyah*, or equality. This principle requires that the parties have equal standing in every agreement. The implication is a balance of rights and obligations stipulated in the agreement. This principle is usually manifested in an agreement through a bargaining process between The two parties. Therefore, the bargaining process is an implementation of the principle of *taswiyah*, or equality.²³

A related principle is the principle of transparency. The rights and obligations formulated in the bargaining process and agreed upon by the parties must be implemented with open accountability from the parties. One form of transparency is by disclosing the actual results or prices. This ensures that no one is disadvantaged during the profit-sharing process. Likewise, any losses must be communicated openly, not covered up, and not communicated through price increases (markups).²⁴

²³ Achmad Badarus Syamsi, and Galuh Widitya Qomaro, "Perlindungan Hukum Perjanjian Bagi Hasil Petani Garam Di Kabupaten Pamekasan Dalam Perspektif Hukum Islam Dan Hukum Perdata," *Al-Manahij: Jurnal Kajian Hukum Islam* 14, no. 1 (2020): 38.

²⁴ F. Hermawan, "Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian: Studi di Desa Waung Kecamatan Baron Kabupaten Nganjuk," *Jurnal Ilmu Hukum Mizan* 1, no. 2 (2012): 97. See too, Maarten Manse, "The Plural Legacies of Legal Pluralism: Local Practices and Contestations of Customary Law in Late Colonial Indonesia," *Legal Pluralism and Critical Social Analysis* 56, no. 3 (2024): 329.

Apart from these principles, there are also several principles of contracting in the Al-Qur'an. Firstly, the principle states that the contract should be in writing, as Allah SWT says: "O you who believe, if you do muamalah not in cash for the specified time, you should write it down..." Ibnu Kathir in his commentary states that the note or contract is more nurturing and guarantees the certainty of the person who makes it and is more firm for the person who witnesses it. The wisdom of this word is related to proof, that is, it will strengthen testimony. This is stated in the words of Allah SWT "... that is more just in the sight of Allah and can strengthen your testimony and is closer to not (causing) you losses."²⁵

Second is the principle of witnessing, as Allah SWT says: "...and testify with two male witnesses (among you)...". This verse states that apart from notes or contracts, to further strengthen trust, there should be two witnesses. Notes and testimony are two main principles that should be implemented in every agreed agreement.

Although the Quran clearly states that a clear contract requires a written agreement and witnesses, the community still adheres to the opinion of scholars, who believe that verbal promises are still valid. This is why farmer contracts are still based on verbal agreements, which we will discuss in the next sub-chapter.

2. Digital Legal Consciousness and the Transformation of Contracting Practices

The abundance of digital platforms in Indonesia has made Indonesians better aware of their legal rights, including in the agricultural sector. Young farmers in South Kalimantan share information about contract models and legal disputes through legal advisors' Instagram accounts, YouTube videos explaining land law, and WhatsApp community groups. This confirms that the internet and gadgets are changing legal behavior and legal knowledge in both urban and rural communities, such as Kalimantan.²⁶

Digital exposure not only expands access to legal information but also enhances people's understanding of the practical benefits of written contracts. Moreover, online platforms enable users to easily access contract templates by searching for examples of agricultural agreements and adapting them to

²⁵ Wahbah al-Zuhayli, *Al-Fiqh Al-Islam Wa Adillatuh*, Edited by Abdul Hayyie al-Kattani (Yogyakarta: Gema Insani Press, 2011), 232. See too, Kresnawidiansyah Agustian, Djawahir Hejazziey, Agustian Zen, Ratih Ayu Sekarini, and Wiwin Wiwin, "Comparative Analysis of Ethical and Legal Principles in the Islamic Business Management Model," *Journal of Contemporary Administration and Management (ADMAN)* 1, no. 2 (2023): 101; Suci Mahabbati, Hardinal Hardinal, and Muhammad Aunurrochim, "Islamic Law Institutionalization In Indonesia: An Analysis Of Busthanul Arifins Contributions," *Kanun Jurnal Ilmu Hukum* 27, no. 2 (2025): 359.

²⁶ Sergey Zenin, Arkadiy Kornev, Sergey Lipen, Denis Shepelev, and Oleg Tanimov, "Transformation of law and legal activity in the context of the development of digital technologies," *Lex Humana (ISSN 2175-0947)* 15, no. 1 (2023): 277.

their specific needs. Several Banjarmasin farmers admitted that they downloaded agricultural contract templates online and looked at various legal content online before drafting their contracts. This shows that the internet, gadgets, and digital access are increasing legal awareness among people in developing countries.²⁷

This transformation in legal consciousness remains connected to the formal agrarian framework established by the Basic Agrarian Law (UUPA). Although digital platforms provide farmers with easier access to information and contractual templates, digital awareness does not replace the legal framework governing agrarian relations. Rather, it enables farmers to become more conscious of the importance of documenting their rights and obligations within existing agrarian law. The growing use of written agreements, WhatsApp records, and other digital documentation can therefore be understood as an emerging form of legal awareness through which farmers increasingly seek greater certainty and evidentiary protection in sharecropping relationships.

The digital world has provided farmers with opportunities to learn about law informally, despite unequal internet access in South Kalimantan. Informants in Banjarmasin repeatedly emphasized that legal content on social media provides a "shortcut" to understanding rights and obligations. Among the most frequently mentioned platforms are WhatsApp, YouTube, and TikTok, where legal practitioners provide practical advice on conflict mediation, agrarian contracts, and rural property disputes. While these informal channels are not comparable to organized legal courses, they offer easily accessible micro-learning and raise legal awareness from an early age. As a result, farmers, who previously relied solely on religious norms or personal beliefs, now feel the need to enter into written agreements to prevent future misunderstandings or social conflict.²⁸

This shift in legal awareness in rural areas illustrates that digital connectivity doesn't emerge overnight. Easy internet access, frequent exposure to legal content, and peer influence drive the process, gradually. Farmers frequently share legal-related videos in community WhatsApp groups. While not entirely consistent with formal legal drafting, a brief explanation of how to write a simple agricultural agreement provides a sufficient starting point for them to explore written structures. It's crucial to remember that online information shouldn't replace interpersonal trust; rather, it should be

²⁷ Yenny Aman Serah, Gautam Kumar Jha, Purwanto, Resmaya Agnesia Mutiara Sirait, and Agustinus Astono, "Raising Public Legal Awareness in the Digital Age: Global Practices and Indonesia's Path Forward," *Journal of Law and Legal Reform* 6, no. 1 (2025): 209.

²⁸ Field interview with "Rahman" (pseudonym), Banjarmasin farmer, January 2025.

used to complement it. Record-keeping, for them, is for mutual protection, not based on mutual suspicion.²⁹

Due to this digital legal awareness, they have created new evidence in their profit-sharing transactions.³⁰ They use WhatsApp conversations as proof of mutual agreements. To resolve disputes or potential disputes, they use screenshots, voice messages, and written WhatsApp chat messages as legal evidence. These digital records assist them and make them feel more secure in their contracts.³¹

Digital legal awareness remains challenging. Many informants from Hulu Sungai expressed skepticism and caution despite Banjarmasin farmers' acceptance of digital resources. They admitted that they watched videos with religious content more often than those with legal content, and they considered videos with legal content 'too complicated' or 'not relevant to everyday life'. This suggests that digital literacy is not the only means of learning; cultural acceptance and perceived practical value are also important. Religious and community-based teachings remain relevant and trusted, while legal content that feels abstract or bureaucratic is difficult to understand.³²

Another dynamic that emerged was the role of digital mentors among them. Technologically savvy farmers (often younger families or community leaders with technological skills) assisted older farmers. Rather than formal legal paralegals, they formed a new informal ecosystem, semi-digital, semi-communal, and entirely pragmatic, for the sake of their own interests. This demonstrated the community's adaptation to the law in its own way, deeply rooted in familial values and still embracing traditional values, albeit with a modern twist.³³

In situations like this, the digital realm not only shares legal knowledge but also changes legal expectations. Farmers who have witnessed online legal disputes are more aware of potential risks and are more proactive in documenting agreements.³⁴ Conversely, farmers who have had negative experiences with legal bureaucracy or have limited digital access maintain oral agreements out of fear of the formal system, not because they lack knowledge.

²⁹ Field interview with "Siti" (pseudonym), Banjarmasin landowner, January 2025.

³⁰ Muhammad Suhani, Kurnia Warman, and Ferdi Ferdi, "Pelaksanaan Perjanjian Bagi Hasil Tanah Pertanian Padi Di Kecamatan Rangsang Barat Kabupaten Kepulauan Meranti," *UNES Law Review* 5, no. 3 (2023): 909.

³¹ Field interview with "Yusuf" (pseudonym), Banjarmasin farmer, January 2025.

³² Field interview with "Halim" (pseudonym), Hulu Sungai farmer, February 2025.

³³ Field interview with "Najmi" (pseudonym), community youth mediator, Banjarmasin, January 2025.

³⁴ Nur Oloan, Sarmadan Pohan, and Ridwan Rangkuti, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 1 (2025): 21.

One of the main challenges in agrarian modernization in South Kalimantan is the conflict between digital beliefs and legal concerns.

These interviews show the emotional side of learning about the law. Some people feel less anxious and more motivated to take action when they learn about digital legislation, while others feel hesitant or avoid it. After watching a film about a land dispute, a farmer in Banjarmasin didn't feel comfortable only trusting his family, so he urged them to make a formal agreement. Meanwhile, farmers in Hulu Sungai clearly stated that "talking too much about the law can ruin friendships," demonstrating a rural culture that prioritizes harmonious kinship relationships over legal certainty in contracts. While technology can accelerate legal awareness, tradition still determines their choices regarding legal behavior.³⁵

A Banjarmasin sharecropper (*pseudonym*: "Amir") explained:

"I saw many videos about land disputes on YouTube. At first it made me nervous, like maybe we should not only trust each other. Then I realized it is not about not trusting, it is about avoiding misunderstandings. So I asked my nephew to help me make a written agreement. We also keep our WhatsApp chats as proof."³⁶

Meanwhile, a farmer in Hulu Sungai (*pseudonym*: "Hasan") reflected a different perspective:

"We know about written agreements, but here if you ask someone to sign something, they may think you don't trust them. Better we speak directly and shake hands. If there is a problem, we talk again. That is how our parents did it."³⁷

From their statements above, we can conclude that the spread of technology is important, but not sufficient, for legal transformation. Trust, identity, community cohesion, and customary values remain deeply embedded in agrarian life. Therefore, rural farmers achieve legal modernization through agreed-upon practices that balance digital access with inherited ethical commitments.

The existence of written contracts in the practice of usufruct in Banjarmasin can be seen as a development of legal consciousness, or legal awareness, which produces a documentary rationality. Urban people view documentation as a means of legitimacy in contemporary agrarian relations and a way to avoid marriage. This finding aligns with research on digital legal culture, which finds that internet access increases social accountability and encourages people to prefer written evidence over personal beliefs.³⁸

³⁵ Field interview with "Laila" (*pseudonym*), Hulu Sungai farmer, February 2025.

³⁶ Field interview with "Amir" (*pseudonym*), Banjarmasin, January 2025.

³⁷ Field interview with "Hasan" (*pseudonym*), Hulu Sungai, February 2025.

³⁸ Pavel P. Baranov, Alexey Y. Mamychev, Olga I. Miroshnichenko, and Roman I. Dremluiga, "Legal Consciousness And Legal Culture In The Era Of Total Digitalization:: Theoretical-

Furthermore, this dynamic is related to the increasing use of electronic evidence in civil litigation in Indonesia, including the use of instant messaging as evidence.³⁹

Farmers in Banjarmasin have adopted simple digitalization methods. For example, they use WhatsApp messages to send photos of land conditions, monitor harvests and yields under crop-sharing agreements, and store payment receipts or proof of transfers.⁴⁰ Some farmers use digital media because they can easily verify information and easily find what they need. The findings align with the use of information technology in agrarian relations, a hallmark of 'semi-formal legal practices' in Indonesia. These changes demonstrate a shift from a legal culture that values trust to one that prioritizes documentation and transparency.⁴¹

3. Written and Oral Sharecropping Agreements: Urban–Rural Comparison

The use of written contracts in agricultural practices in urban Banjarmasin demonstrates a shift in legal awareness, influenced by increased legal literacy and engagement with digital media. Consistent with the notion that shifts in urban social space are driving the formalization of agrarian relations, landowners and cultivators are beginning to view written documents as a means of protecting themselves from uncertainty and potential conflict.⁴² In Indonesia's urban socio-economic context, this trend aligns with the strengthening of law-based governance and increased access to legal information through digital platforms.⁴³

The urban–rural differences in contracting practices should nevertheless be assessed within the national agrarian framework established by the Basic Agrarian Law (UUPA). The UUPA provides the principal legal foundation for land relations in Indonesia, while its recognition of customary rights allows local practices to continue where they remain consistent with the national agrarian framework. Consequently, the preference for written agreements

Methodological And Legal-Technical Problems," *Revista Gênero e Interdisciplinaridade* 2, no. 01 (2021): 121.

³⁹ Anisah Daeng Tarring, and Kairuddin Karim, "Civil Evidence Using Electronic Documents in Indonesia," *International Journal of Multicultural and Multireligious Understanding* 9, no. 11 (2022): 250.

⁴⁰ Mulyono, Fokky Fuad, and Aris Machmud, "Profit-Sharing Agreements on Agricultural Land: the Study of Socio Legal: Perjanjian Bagi Hasil di Lahan Pertanian: Studi Sosio-Legal," *Dame Journal of Law* 2, no. 1 (2026): 31.

⁴¹ Mochammad Tanzil Multazam, and Aan Eko Widiarto, "Digitalization of the Legal System: Opportunities and Challenges for Indonesia: Digitalisasi Pada Sistem Hukum: Peluang Dan Tantangan Bagi Indonesia," *Rechtsidee* 11, no. 2 (2023): 96.

⁴² Yuda Sanrico Simanullang, Jessica Amelia Butar Butar, Meiriaty Simanjuntak, Delima br Pakpahan, Salomo Martinez Hutasoit, and Ika Purnamasari, "Dinamika Perubahan Sosial Dalam Masyarakat Agraris". *Jurnal Intelek Insan Cendikia* 1, no. 8 (2024): 4108.

⁴³ Gracious Kesuma Prinstama Perangin Angin, Nurlaily, and Triana Dewi Seroja, "Justice Modernization In The Digital Divide Of Indonesian Society: A Challenge," *Awang Long Law Review* 6, no. 1 (2023): 206.

among farmers in Banjarmasin and the continued reliance on oral agreements in Hulu Sungai reflect different forms of contractual practice operating within the same broader legal framework. The findings therefore suggest that legal formalization should not automatically eliminate local practices, but should strengthen legal certainty while remaining responsive to the social and customary contexts in which sharecropping agreements operate.

The existence of written contracts in the practice of usufruct in Banjarmasin can be seen as a development of legal consciousness, or legal awareness, which produces a documentary rationality. Urban people view documentation as a means of legitimacy in contemporary agrarian relations and a way to avoid marriage. This finding aligns with research on digital legal culture, which finds that internet access increases social accountability and encourages people to prefer written evidence over personal beliefs.⁴⁴ Furthermore, this dynamic is related to the increasing use of electronic evidence in civil litigation in Indonesia, including the use of instant messaging as evidence.⁴⁵

Farmers in Banjarmasin have adopted simple digitalization methods. For example, they use WhatsApp messages to send photos of land conditions, monitor harvests and yields under crop-sharing agreements, and store payment receipts or proof of transfers. Some farmers use digital media because they can easily verify information and easily find what they need. The findings align with the use of information technology in agrarian relations, a hallmark of 'semi-formal legal practices' in Indonesia. These changes demonstrate a shift from a legal culture that values trust to one that prioritizes documentation and transparency.⁴⁶

A landowner in North Banjarmasin said they wrote down agreements, albeit on simple paper, because they had seen relatives harmed by verbal agreements. A similar narrative was shared by a farmer in Sungai Miai who,

⁴⁴ Pavel P. Baranov, Alexey Y. Mamychev, Olga I. Miroshnichenko, and Roman I. Dremluiga, "Legal Consciousness And Legal Culture In The Era Of Total Digitalization:: Theoretical-Methodological And Legal-Technical Problems," *Revista Género e Interdisciplinaridade* 2, no. 01 (2021): 123. See too, Syinta Amelia, "Progressive Legal Approach to Modern Community Law Enforcement in Indonesia," *Pancasila and Law Review* 4, no. 1 (2023): 9.

⁴⁵ Anisah Daeng Tarring, and Kairuddin Karim, "Civil Evidence Using Electronic Documents in Indonesia," *International Journal of Multicultural and Multireligious Understanding* 9, no. 11 (2022): 252. See too, Cahyono Agus, Sri Ratna Saktimulya, Priyo Dwiarto, Bambang Widodo, Siti Rochmiyati, and Mulyanto Darmowiyono, "Revitalization of local traditional culture for sustainable development of national character building in Indonesia," In *Innovations and traditions for sustainable development*, (Cham: Springer International Publishing, 2021), 356; Suci Mahabbati, Hardinal Hardinal, and Muhammad Aunurrochim, "Islamic Law Institutionalization In Indonesia: An Analysis Of Busthanul Arifins Contributions," *Kanun Jurnal Ilmu Hukum* 27, no. 2 (2025): 358.

⁴⁶ Mochammad Tanzil Multazam, and Aan Eko Widiarto, "Digitalization of the Legal System: Opportunities and Challenges for Indonesia: Digitalisasi Pada Sistem Hukum: Peluang Dan Tantangan Bagi Indonesia," *Rechtsidee* 11, no. 2 (2023): 99.

after being told by an agricultural extension worker about the importance of written agreements for legal protection, decided to start doing so. These testimonies demonstrate that traditions of documentation are formed through emotional experiences, social learning, and social media, not by chance.⁴⁷

In contrast to the growing popularity of written agreements in Banjarmasin, agricultural profit-sharing in Hulu Sungai still relies on verbal agreements that rely heavily on trust and kinship. Villagers feel it's inappropriate or distrustful of old relatives or family to ask them to sign a cooperation contract that would honor their bond. This reflects cultural research on rural law in Indonesia, which finds that local social beliefs and customary norms in agrarian relations often govern formal legal mechanisms.⁴⁸ Scholars argue that tradition allows these informal practices to persist because they remain useful, effective, and culturally influential within close-knit communities.⁴⁹

In Hulu Sungai, oral agreements are increasingly dominant due to limited digital exposure and low formal education. Many rural people consider written contracts burdensome and inconsistent with established social cohesion. This reinforces a pattern found in research on the legal awareness of rural farmers in Southeast Asia, where legal formalism is often considered excessive in regulating everyday relationships. Furthermore, research on technology adoption in rural areas suggests that legal modernization can be hampered by limited infrastructure and digital literacy. As a result, customary agreements remain in place.⁵⁰

Interviews in Hulu Sungai revealed that they operate under informal contracts. One landowner explained that "we don't need documents, just verbal promises," suggesting that familiarity and community oversight are sufficient for them. A tenant farmer also stated that because neither party knew how to create documents, they preferred to use the traditional methods they knew, relying on verbal commitments and handshakes. This narrative demonstrates how legal awareness is shaped by trust in long-standing

⁴⁷ "Ahmad" (pseudonym), sharecropper, interview by author, Banjarmasin, South Kalimantan, Feb 8, 2025. See too, "Siti" (pseudonym), sharecropper, interview by author, Banjarmasin, South Kalimantan, Jan 20, 2025.

⁴⁸ Takashi Kurosaki, Saumik Paul, and Firman Witoelar, "In Pursuit of Power Land Tenancy Contracts and Local Political Business Cycles in Indonesia," *Journal of Economic Behavior & Organization* 227 (2024): 106764. See too, Gracious Kesuma Prinstama Perangin Angin, Nurlaily, and Triana Dewi Seroja, "Justice Modernization In The Digital Divide Of Indonesian Society: A Challenge," *Awang Long Law Review* 6, no. 1 (2023): 207.

⁴⁹ Lutfi El Falahy, Giyarsi Giyarsi, and Budi Birahmat, "Customary Land Rights in Positive Law (Agrarian Law) and Islamic Law in Indonesia," *Jurnal Kawakib* 5, no. 02 (2024): 106.

⁵⁰ A'AK Sheila, and FZ Fahmi, "Digital Inclusion in Rural Areas: A Case Study in Two Indonesian Villages," *IOP Conference Series: Earth and Environmental Science* 1318, no. 1 (2024): 012012.

interpersonal systems that are considered fair, legitimate, and culturally binding by the local community.⁵¹

Despite the widespread circulation of information via mobile phones and religious sermons by religious teachers, this has not yet led to a shift in the community towards written contracts. A farmer renting land in South Daha stated that because there have been no disputes and everyone keeps their promises, written contracts are unnecessary; this is a pragmatic legal stance typical of rural communities. These findings demonstrate that legal modernization in rural Indonesia is occurring gradually and very selectively.⁵²

A comparison between urban Banjarmasin and rural Hulu Sungai reveals a clear link between education and the formalization of legal contracts, on the one hand, and social trust and customary ties, on the other, and reliance on formal law. In Banjarmasin, higher levels of formal education and more frequent interaction with external institutions (agricultural extension services, legal advisors, digital platforms) correlate with an increased preference for written contracts. Conversely, in Hulu Sungai, long-standing relationships, close kinship ties, and community culture serve as powerful substitutes for legal documentation.⁵³

The gap in digital literacy and legal knowledge further differentiates Banjarmasin and Hulu Sungai. Farmers in Banjarmasin reported using mobile phones and chat apps like WhatsApp to record verbal agreements with their devices' video cameras or share screenshots of their contracts, indicating a shift from verbal to digital contracts. However, verbal agreements and amicable dispute resolution are still used due to their legal culture and lack of access to formal legal procedures. This is because digital legal access is widespread in large cities but still rare in rural areas.⁵⁴

⁵¹ "Interview with 'H. Syarifuddin,' (pseudonym) landowner, Hulu Sungai Selatan, 15 March 2025," See too, "Interview with 'Nor,' (pseudonym) farmer, Sarang Halang Village, Hulu Sungai Selatan, 10 March 2025." "Interview with 'Junaidi,' (pseudonym) farmer, Daha Selatan, Hulu Sungai Selatan, 16 March 2025."

⁵² Syinta Amelia, "Progressive Legal Approach to Modern Community Law Enforcement in Indonesia," *Pancasila and Law Review* 4, no. 1 (2023): 8. See too, Gracious Kesuma Prinstama Perangin Angin, Nurlaily, and Triana Dewi Seroja, "Justice Modernization In The Digital Divide Of Indonesian Society: A Challenge," *Awang Long Law Review* 6, no. 1 (2023): 209; Pavel P. Baranov, Alexey Y. Mamychev, Olga I. Miroshnichenko, and Roman I. Dremluga, "Legal Consciousness And Legal Culture In The Era Of Total Digitalization:: Theoretical-Methodological And Legal-Technical Problems," *Revista Gênero e Interdisciplinaridade* 2, no. 01 (2021): 124; Lutfi El Falahy, Giyarsi Giyarsi, and Budi Birahmat, "Customary Land Rights in Positive Law (Agrarian Law) and Islamic Law in Indonesia," *Jurnal Kawakib* 5, no. 02 (2024): 108.

⁵³ Satrio Alpen Pradanna, Hendri Irawan, Nur Fajriani S, and Prayoga Bestari, "KADARKUM: The Legal Awareness Program for Enhancing Citizen Engagement in Supporting Rural Development," *Journal of Sustainable Tourism and Entrepreneurship* 5, no. 2 (2024): 148.

⁵⁴ Hemanta Kumar Doloi, "Digital Inclusion for Rural Growth: Internet Usage and Smart Villages Development," *Asia-Pacific Journal of Rural Development* 35, no. 1 (2025): 40.

These findings suggest that a uniform approach to formalizing agrarian contracts may be ineffective from a policy and governance perspective. In areas like Banjarmasin, capacity building could focus on improving digital literacy, legal awareness, and standard templates. Interventions, however, should respect and integrate customary practices and trust-based mechanisms in areas like Hulu Sungai, rather than attempting abrupt formalization. Practitioners should consider two things: improving legal clarity and dispute resolution through oral-based systems where possible; and strengthening the adoption of written contracts where readiness is high.⁵⁵

The assumption that written contracts provide the best results seems to need to be re-examined. The result shows many respondents in Hulu Sungai expressed satisfaction with oral agreements, citing relational security and culturally embedded monitoring mechanisms. "A promise, a handshake, that's enough for us, because our word is our bond," said one tenant. These rural communities remind us that legal awareness encompasses more than just legal knowledge; it must also be compatible with local technology, principles, and beliefs. In bridging formal and informal mechanisms, legal planners must recognize that changes to agricultural contracts must be implemented in a culturally sensitive and technologically aware manner.⁵⁶

D. Conclusion

This study shows that farmers' legal awareness in South Kalimantan is not stable but is gradually changing as digital exposure and urbanization intersect with long-standing socio-religious and customary norms. While oral agreements remain culturally important, particularly in rural communities in Hulu Sungai, where trust and kinship are strong, urban and peri-urban farmers in Banjarmasin are increasingly turning to written and digital agreements to formalize outcomes and reduce the likelihood of conflict. These findings demonstrate the coexistence of customary law, Islamic law, and state law in agrarian practices, suggesting that legal pluralism persists even as digital literacy begins to subtly recalibrate standards of conduct and documentation. In essence, the evolution of contracts for outcomes was neither sudden nor uniform; rather, it resulted from a gradual and nuanced negotiation between modernization and tradition. This suggests that future legal empowerment efforts must consider cultural continuity, religious authority, and technological convenience. This study theoretically enhances our comprehension of the intersection of legal pluralism, digital literacy, and rural social norms within

⁵⁵ Syahril, Zulkarnain Hasibuan, Ahmad Husein, and Sarmadan Pohan, "Legal Review of the Implementation of Agricultural Land Sharecropping Agreements in Pijorkoling Village, Dolok District, North Padang Lawas Regency," *Pranata Hukum* 20, no. 2 (2025): 198.

⁵⁶ "Interview with 'Zulkifli' (pseudonym) farmer, Desa Salam Babaris, Tapin, South Kalimantan, March 18, 2025."

agrarian contracting systems. In practice, it provides guidance for policymakers and extension services involved in enhancing legal capacity and contract clarity among farmers. This study is unique due to its intra-regional comparative design within South Kalimantan, its incorporation of the digital aspect of legal awareness, and its empirical foundation in both customary-Islamic and statutory legal frameworks in agricultural settings.

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