

Legal Aspects of Cooperation Agreement on Cultivation of Siwalan Orchard Land in Sumenep Regency

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Abstract. *Based on the provisions of Article 1313 of the Criminal Code that an agreement is binding on both parties like a law, meaning it gives rise to rights and obligations for the parties who make it, because basically every agreement must be kept. One of the agreements that have long existed in the community is a plantation land management agreement in the form of a cooperation agreement implemented in the village of Pragaan Daya, Pragaan District, Sumenep regency for the cultivation of siwalan orchard land. In this journal applies the method of empirical juridical approach, namely legal research that obtains its data from primary data or data or data obtained directly from the public in this study found some applications that have not been in accordance with applicable legal rules where in its application, the form of agreements that should be made in writing but only made orally. This is due to the lack of human resources in the field of employment and the desire of the landowner himself to make a work agreement for a certain time orally, given the existence of this written agreement can certainly provide legal certainty to siwalan workers, especially if later when in the field something happens that can harm them, they can ask for the work Agreement and the result of the violation of the agreement that occurred in the cooperation agreement called default can be resolved amicably, non-litigation or litigation.*

Keywords: Agreement; Cooperation; Cultivation; Land.

1. Introduction

An agreement, or what we can call an aqad, arises from the establishment of an agreement. OlehSince a contract is made between interested parties, it binds both parties or only binds one party. In Article 1313 of the Civil Code

("KUHPer") provides the following formulation : "an agreement is an act by which one or more persons bind themselves to one or more persons"(republik, n.d.). The formulation of the agreement or agreement referred to in the provisions of Article 1313 of the Criminal Code is an agreement that gives rise to the engagement and is one of the sources of the engagement, in addition to other sources, namely the law. With reference to the provisions of Article 1313 of the Criminal Code mentioned above, it can be determined in the law that an agreement is binding on both parties like a law, that is, it gives rise to rights and obligations for the parties who make it, because basically every agreement must be kept.

One of the agreements that have long existed in the community to support daily life is the plantation land management agreement. Cooperation agreements in the form of plantation land management are often carried out by local governments, most of which have the potential for the development of agricultural raw materials. Various texts of fiqh MU'amalah state that the form of cooperation agreements in agriculture is not restricted, and because in principle cooperation in agriculture is for mutual benefit, the agreements made can be freely agreed as long as they do not violate the provisions of the Shari(Sujana, KA, Sudiarmaka, K., & Adnyani, 2020)¹. This is good and it is good for TA'awun. Here, the form of Ta'awunya is due to the failure of the landowner to optimally manage his own land in order to achieve the expected results. To manage a plantation effectively, it takes deep expertise, enabling others to carry out the task with their competence and experience. Through collaboration agreements, land can be transformed to be more productive, produce results in accordance with the targets set, and prevent areas that have been managed by experts from becoming neglected.

On the other hand, some individuals have private farms, but their size is limited and the income they earn is not enough to cover their basic needs, so they choose to work for wages on other people's land to supplement their income. They get a share of the profits from the horticultural products they manage. There are also those who have land but cannot cultivate it for certain reasons and need help from other parties to manage it.

According to Article 27 paragraph 2 of the 1945 Constitution of the Republic of Indonesia ("UUD 1945"), it is stated that "every person who is a citizen has the right to an adequate job and life."In addition, Article 33 of the 1945 Constitution states that:

- 1) The Economic development is carried out as a collective initiative that prioritizes family values.

- 2) The areas of production that are crucial for the state and have an impact on the lives of many people are managed directly by the state.
- 3) The state has authority over land, water, and all natural resources in it and used to improve the welfare of the people to the maximum.”(republik, n.d.)

Cooperation activities in plantation land management that take place in Indonesia are generally agreements that regulate cooperation between farmers and landowners to manage gardens, with the distribution of results made after harvest, known in the context of *muamalah fiqh* as *muzara'ah*. The scholars state that *muzara'ah* is a form relation of agricultural cooperation in which the harvest is divided between the landowner and the farmer according to a predetermined agreement.(Yahuza, B. S., & Idris, 2015). In the plantation sector, the term *musaqah* is often used to describe a form of cooperation. Some experts say that in the plantation industry there are two types of revenue sharing agreements, namely *musaqah* and *mugharasah*. *Musaqah* is a form of cooperation or agreement between the owner of the fruit with farmers who prioritize fruits, while *mugharasah* is a revenue sharing model for plantation land management that not only involves fruits, but also includes a variety of other crops, with the soil being the object must be dry or barren land.(Bangash, 2020)

Madura Island is known for its generally tropical climate, causing most of the area to have dry and barren land. This condition is very supportive of the growth of *siwalan* fruit, which is able to develop well in dry soil, as can be found in the village of Pragaan Daya, district Pragaan, Sumenep. The growth of *siwalan* fruit in the village has made it a major trading commodity, as well as producing various processed products made from *siwalan* fruit which are widely used as souvenirs typical of Madura.

Siwalan fruit is a type of fruit that can grow in dry and open plains. The potential for growth and production of *siwalan* fruit in tropical climates is very high. *Siwalan* trees are similar to palm and coconut trees, but the main difference lies in their fruits. *Siwalan* fruits tend to be smaller and round in shape with soft flesh. Therefore, people in the village of Pragaan Daya, district of Pragaan, Sumenep regency, often use the fruit of *siwalan* in trade as souvenirs typical of the region. According To Mr. Imrah S.Sos, Village Head, many processed products from *siwalan* fruit produced by local residents.(rusman, 2024) However, not all members of the community have the ability to take care of *siwalan* fruit due to limited knowledge or time available for its treatment. Therefore, many of them choose to cooperate with parties that are considered more competent in their management, hoping to achieve optimal results in the future.

A cooperation agreement that is commonly applied in the local environment is a form of agreement that begins this Agreement, which is passed through oral communication between the parties without written evidence or formal witnesses, covering each other's responsibilities and rights throughout the agreed collaboration period (Sumriyah, Djulaeka, 2022). At the end of the cooperation period, the profits will be divided in which the land and crops worked by farmers will be split into two: one part will become the property of the landowner, and the other part will become the property of the farmer as a result of this agreement.

However, in practice, cooperation agreements are often not in accordance with the agreed agreement, an example is the indiscipline of sharecroppers who often delay the fulfillment of their obligations.

2. Research Methods

The research in this journal applies the method of approach used in this study is the empirical y uridis method of approach, which is legal research that obtains its data from primary data or data or data obtained directly from the community. (Ronny Hanitijo Soemitro, 2010) In this study, information was obtained from two sources, namely the main and additional data. The main Data obtained through research methods in the field such as direct dialogue. Meanwhile, secondary data is collected through literature review by collecting information from various references such as books, scientific articles, and other related sources to support secondary data collection. Analysis of relevant data will be used to conclude the answer to the problem under study.

3. Results and Discussion

3.1. Type of Land Management Agreement between Landowners and Workers on Cultivation of Siwalan Orchard Land in Sumenep Regency

The fact that cannot be ignored is that there are still many business actors or owners of area who have not drawn up an official employment contract in writing. This situation is caused by limited knowledge or lack of understanding on the part of the parties concerned, so they choose to enter into an oral employment agreement based solely on trust. The limitation in question is the lack of understanding of the regulations governing the contract, especially on the part of workers or sharecroppers who generally only have education up to high school (SMA), often causing business or land owners who usually have higher education, take advantage of the situation to draw up a specific time work Agreement (PKWT) only orally without official documents. The injustice referred to here is a deliberate action by business actors or landowners who

choose to regulate PKWT only verbally. Often, business or land owners choose to make a pkwt orally in order to reduce administrative costs and the complexity of making contracts. With the consent of the workforce, they can immediately carry out their duties without the need for written documents. However, from the perspective of workers' rights and job security, the current conditions are clearly unfavorable.

As mentioned earlier, the number of workers looking for work far exceeds the number of available vacancies. In practice, if workers harvesting fruit from a tall and dangerous tree get into an accident, it is important to know who will bear the responsibility. Therefore, a detailed employment contract regarding rules, time and wages is indispensable to protect the rights and obligations of the parties.

After all parties reach an agreement, the next step is the implementation of the cooperation contract. The property owner will hand over unused land to the farm manager. This Area is still a vacant land that has not been planted, and will be handed over to farmers to be processed into productive land. The task of farmers is to prepare the land and plant palm tree seedlings. In the case of providing palm tree seedlings, the responsibility generally lies with the landowner, although some cooperation agreements may stipulate that the person responsible for providing the seeds is both parties. Meanwhile, all additional needs related to land will be the obligation of the landowner, except for the cost of services and wages of Labor used by farmers during the processing and planting of land.

During the tillage process, the sharecropper is given freedom by the landowner to carry out various activities, as long as the area for which he is obliged is not left neglected and continues to be processed until the agreed period. Often, sharecroppers choose to plant young plants on the land in order to achieve additional profit, so that they can provide for the family without having to abandon the processing of the land. In addition, sharecroppers are allowed to rent if the farmer needs help from external parties in the process of processing the land, then the expenditure on services and labor used must be the responsibility of the farmer concerned.

3.2. Implications of Agreement Violations Committed by Land Managers or Workers During the Agreement Period

As a rule, the consequences of a breach of an agreement are rarely strictly enforced. The main consequence is that farmers will lose their rights in accordance with the responsibilities they have carried out under the agreement, as well as the cancellation of cooperation. In valid and genuine contracts, breach of agreement can generally be resolved through legal

process if informal settlement attempts or other methods are unsuccessful. This kind of dispute resolution process often requires considerable time, expense, and energy, which the parties may not have. Violation of the agreement is often referred to as default, that is, inability or negligence in fulfilling obligations under the terms of the agreement. Default can occur for three reasons: completely ignoring a task, executing a task too late, or completing a task but not complying with established guidelines.

In social life, it is difficult to avoid various problems and disputes, both related to social and economic aspects, which are often caused by miscommunication or other reasons. This phenomenon can also be observed in the implementation of the collaboration agreement on the management of siwalan orchard land in Pragaan Daya village, Pragaan District, Sumenep regency, where disputes often arise as a result of misunderstanding or negligence of one party, which results in the other party feeling disadvantaged. This problem or dispute can also arise because obstacles in communication between parties in a cooperation often occur. Therefore, it is very important for each participant in a cooperation agreement to emphasize the principle of mutual assistance and create harmonious relations.

Cultural norms and Customs formed from cooperation agreements and dispute resolution will develop into Indigenous traditions that must automatically be respected by the general public. Without realizing it, people live their daily routines, including in social interactions and other activities, according to a tradition that has taken root because it is part of hereditary customs. This unified tradition must also pay attention to legal and religious provisions, considering that every community action must follow legal norms, religious teachings, and existing customs.

4. Conclusion

Cooperation agreement on land management in village of Pragaan Daya, district Pragaan, Sumenep regency is an agreement between landowners and farmers who work on it, which contains the rights and obligations of both parties. Landowners often require the services of tenants for various reasons, such as physical incapacity or time constraints. Usually, these agreements are made orally in the absence of official witnesses and following local customs. Although oral agreements are still often implemented due to limitations or incomprehension among the parties, this system further reduces the cost and complexity of making a written agreement. However, this approach is less profitable for workers due to the lack of legal protection. Cases of violation of the agreement are generally rarely brought to legal channels and are often resolved through familial means. The role of local culture and Customs is

crucial in the implementation of agreements and conflict resolution. Customs and Customs in agreements as well as dispute resolution serve as traditional norms that are adhered to by society for generations. These norms are closely linked to laws, religions and Customs, which must be respected in every aspect of people's lives.

5. References

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