



### RICE WAGE SYSTEM IN THE RICE MILLING PROCESS: PERSPECTIVE OF SHARIA CONTRACT PRINCIPLES

Jasri<sup>1\*</sup>, Nurul Istiqamah<sup>2</sup>, Erty Rospyana Rufaida<sup>3</sup>

<sup>1</sup>Universitas Muhammadiyah Makassar, Indonesia; [jasri@unismuh.ac.id](mailto:jasri@unismuh.ac.id)

<sup>2</sup>Universitas Muhammadiyah Makassar, Indonesia; [nistiqaamah969@gmail.com](mailto:nistiqaamah969@gmail.com)

<sup>3</sup>Universitas Sulawesi Barat, Indonesia; [ertyrospyana.rufaida@unsulbar.ac.id](mailto:ertyrospyana.rufaida@unsulbar.ac.id)

\*correspondence author: [jasri@unismuh.ac.id](mailto:jasri@unismuh.ac.id)

**Abstract:** Rice milling, a critical stage in processing raw rice into consumable rice, often must fully comply with Sharia contractual principles, leading to multiple interpretations about its adherence to Sharia law. This study aims to analyze and formulate the Islamic law perspective on the contractual aspects of the paddy wage system in the rice milling process based on Sharia contract principles. The research method used is a descriptive method with a qualitative approach. Data were collected through observation, interview, and documentation. Data analysis in this research was conducted through three stages: data reduction, data presentation, and conclusion drawing. The results showed that the rice milling wage system paid by rice in Panakkukang Village, Pallangga Subdistrict, Gowa Regency, partially follows Islamic law when viewed from the principles of sharia contracts. Four of the seven principles of Sharia contracts are fulfilled, but three still need to be fully fulfilled. The Sharia contract principles that have been fulfilled are the principle of voluntarism/consensual, legal certainty/equality (al-musawah), honesty and truth (asl-sidq), and the principle of binding promises. The principles that have yet to be fully fulfilled are the principle of freedom of contract and justice (al-'adl), while the principle of writing (al-kitabah) still needs to be fulfilled.

**Keyword:** Sharia Contract Principles, Wage System, Rice Milling, Islamic Law.

#### A. Introduction

Agriculture, as one of the main economic sectors in many countries, has a crucial role in ensuring adequate food supply and promoting the economic welfare of society (Syahputri et al., 2024). In the food production chain context, rice milling is a critical stage in transforming raw paddy into consumption-ready rice. This process is about transforming raw materials into the final product and the social and economic implications associated with the wage system for rice mill workers (Oktaviani & Hidayati, 2021). A fair and sustainable wage system for workers not only directly affects their welfare but also impacts the sustainability of food production and the stability of the local economy.

Moreover, it is essential to recognize that the sustainability of food production and the welfare of workers in the rice milling industry are closely interlinked. Decent wages for workers directly affect the productivity and quality of rice production. Workers'

welfare affects their motivation and engagement in maintaining the production standards necessary to meet the growing market demand (Ramadhani et al., 2023). Therefore, policies that support a fair and sustainable wage system in the rice milling sector are a social necessity and a strategic decision to ensure economic and food sustainability for local and global communities. Governments and other stakeholders can collaborate to create an enabling environment for all parties involved in the food supply chain by paying attention to the relationship between wages, food production and worker welfare.

As a perfect religion, Islam provides comprehensive guidance for human life, encompassing all aspects, including beliefs (aqidah), ethics (akhlak), and especially legal provisions (Jasri, Mustamin, et al., 2023). In societies that adhere to Islamic law principles, concepts of justice and ethics have a central role in various aspects of life, including the economic system. Islamic law offers rich guidelines on economic ethics, wealth distribution, and fairness in business transactions *bisnis* (Jasri, Aidil, et al., 2023). One question concerning rice payment in the form of wages during the rice milling process is how Islamic law views this system. Is the system of paying wages in the form of rice in line with the ethical and justice principles recognized in Islamic law?

Islamic law, rooted in the teachings of the Qur'an and Hadith (Wahyuddin et al., 2023), has excellent potential as a framework for regulating economic practices, including the wage system. The concepts of justice, balance and welfare championed in the principles of Islamic law provide a solid foundation for regulating various aspects of economic life, including wages. However, applying these principles in a modern economic context often faces complex challenges and nuances that must be considered.

One significant challenge is evaluating whether the payment of wages in the form of essential goods, such as rice in the rice milling process, follows the principles of Islamic law that it upholds. The rice milling process, for example, highlights the debate on how to measure the value of wages in an economically fluid context. While the payment of wages in the form of essential goods may have direct benefits for workers, it is also necessary to consider an exchange rate that is fair and in line with a decent standard of living. To facilitate the analysis of the application of Islamic law in *mu'amalah* activities, researchers and practitioners often utilize the principles of Sharia contracts, as expressed by Aswad (2016). The use of these principles is expected to provide more precise guidance in assessing whether an economic practice, such as the system of paying wages in the form of rice, conforms to the values and norms of Islamic law as a manifestation of sharia compliance (Mustamin et al., 2023). In addition, it is essential to note that paying for rice in the context of rice milling can be categorized as an *ijarah* activity. Hence, an in-depth understanding of this concept also becomes relevant in applying Islamic law in the modern economic realm.

In some cases, the wage payment process in rice milling often leads to multiple interpretations about whether it is in accordance with Islamic law. For example, paying wages in rice milling transactions in the form of staples paid directly is often a source of confusion. In this context, there needs to be definitive clarity on the quality of the rice used as payment. In addition, the measurement used to gauge the amount of wages given also does not have an agreed standard between one miller and another. Some findings reveal that there is often no transparency in these transactions.

Based on several previous findings related to this practice, it is stated that some practices of rice-paid wages in rice milling have been deemed compliant with Islamic law, although not fully perfected, as there are still some aspects that give rise to differing perceptions, such as perceived lack of transparency (Yanti et al., 2019). On the other hand, other findings explicitly state that the practice of wage payment in the form of rice in rice milling is not in line with Islamic law (Daulay et al., 2020). Similarly, in the study by Izzan & Liyanti (2022), it is found that the practice of wage payment in rice milling does not follow Islamic law, as the aspect of justice is not realized within it.

The wage system in Islam has clear standards, including the salary mentioned before the work begins, the salary is paid accurately, the salary is paid under a fair proportion, and the salary is paid as soon as possible according to the period specified in the contract (Caniago, 2018). In this regard, the main research objective is to analyze and formulate the perspective of Islamic law regarding the rice wage system applied in the rice milling process. The main focus of the research is on the contractual aspect, using the lens of sharia contract principles as the basis for analysis. By referring to the primary sources of Islamic law, this research aims to investigate how the understanding of the wage payment system in the form of rice can be considered in line with the principles of Islamic law.

The novelty of this research lies in the theoretical framework used to analyze the findings. The theoretical framework that becomes the benchmark for analyzing the problems in this study is the Sharia contract principle. The sharia contract principles used include the principle of freedom of transaction, the principle of voluntariness, the principle of legal certainty/equality (*al-musawah*), the principle of justice (*al-'adl*), the principle of honesty and truth (*al-sidq*), the principle of binding promises, and the principle of written agreements (*al-kitabah*). Meanwhile, the analysis used in previous studies should have specifically focused on the aspects required for this study.

This study aims to explore the impact of the rice wage system on the fairness and welfare of all parties involved in the rice milling process. This aspect is essential in assessing whether the practice contributes positively or negatively to the values of social justice advocated by Islamic law. As such, this research is expected to open up a deeper understanding of the implications of Islamic law on this practice.

In addition to focusing on the legal aspects, this research also aims to provide a broader insight into the perspective of Islamic law on the rice wage system. By highlighting Islamic ethical values, this research is expected to develop an ethical framework that can guide economic transactions. This research's findings are expected to significantly contribute to shaping a better understanding of how Islamic values can be implemented in the modern economic context.

In addition, the implications of this research are expected to contribute to various parties, including policy makers, practitioners, and academics. By understanding the impacts and implications of rice wage system practices in rice milling, policy makers can make more informed and knowledge-based decisions. Practitioners and academics are also expected to utilize the insights gained to develop better solutions in the economic and social context related to this practice.

## **B. Method**

This research used a descriptive, qualitative, and case study approach (Creswell, 2014). This method allows researchers to collect descriptive data through written and spoken words and observable individual behaviour. The research process was conducted by collecting data and information directly from informants and observing the research object (Rukajat, 2018). Thus, this method provides a comprehensive picture of the practice of wages in the rice milling process involving payment in the form of rice, which is generally carried out by the community in Panakkukang Village, Pallangga District, Gowa Regency.

Data was collected using observation, interview, and documentation methods. Observation aims to observe, understand, find solutions, and collect information related to wage transactions in the rice milling process involving payment in rice, which occurs in the area. Furthermore, interviews were conducted with informants selected by the researcher to ensure the accuracy of the information obtained. The number of informants in this study was 6 people selected based on their capacity, namely 4 service users and 2 rice milling owners. Data processing is done by presenting, describing, or analyzing all issues related to research questions systematically, factually, and accurately. Data analysis in this study was carried out through three stages: data reduction, data presentation, and conclusion drawing.

## **C. Result and Discussion**

### **The Process of Rice Milling Services Transaction in Panakkukang Village, Pallangga Sub-district, Gowa Regency**

The practice of rice milling in Panakkukang Village, Pallangga Sub-district, Gowa Regency, is carried out in two ways. The first is that farmers bring their rice to a central rice milling facility, while the second is that farmers wait for mobile rice milling services to arrive. The form of payment for rice milling services in Panakkukang Village, Pallangga Sub-district, Gowa Regency, is done using rice as compensation for the rice milling services, both in permanent rice milling facilities and in mobile rice milling services, as agreed upon collectively. This payment system has become common in various regions across Indonesia, including in the Klego Sub-district of Surakarta (Agita & Masjupr, 2020); the same trend is observed in Suka Baru Village, North Bengkulu (Helen, 2020), Sukamaju Village, South Lampung (Afrizal, 2018), as well as in various other regions. However, some areas still offer two payment options, either in rice or in cash (Izzan & Liyanti, 2022).

Based on the findings at the research site, it is known that in permanent rice milling facilities, communities have the option of transporting their paddy to the milling location or even collecting it by the facility owner without additional collection fees, a finding that is in line with research conducted by Toha et al. (2023). Meanwhile, based on the findings in the research location for mobile rice milling facilities, the community must wait at their respective homes until the mobile facilities arrive. However, the main difference lies in the amount of compensation applicable. In permanent rice milling facilities, the compensation received is 2 litres per 1 bag of paddy or 5 litres of rice per 2 bags of paddy. On the other hand, at mobile rice milling facilities, the compensation received is 4 litres of rice per 1 sack of paddy. In terms of the amount of compensation, the services provided

by the permanent rice mill are considered lower than using the services of the mobile rice mill.

However, based on the findings in this study from the research locations, it is known that determining the amount of rice compensation taken from each sack, both in permanent and mobile rice milling facilities, still has some ambiguities that need to be carefully considered. Service providers take compensation without considering the classification of the type of sacks used by service users, resulting in potential injustice in the compensation system. For example, the dimension difference between urea fertilizer and chicken feed sacks results in a difference in the amount of rice input that can be included. This impacts the amount of rice produced after the milling process; with urea fertilizer sacks, paddy input is less than chicken feed sacks. However, in practice, the service provider still takes a fixed amount of compensation, namely 1 litre (in permanent rice milling facilities) and 4 litres (in mobile rice milling facilities), from each sack regardless of the type used.

Nonetheless, in this transaction, both the service user community and the rice milling business owner were satisfied and believed that the determination of compensation had been agreed upon fairly and mutually. This highlights the importance of clear communication and mutual understanding between service providers and users in crafting fair compensation policies. While widespread trust exists in the existing system, continuous efforts to improve and adapt practices to broader principles of fairness and welfare remain essential. Therefore, developing a mechanism that accounts for differences in sack types and corresponding paddy inputs can improve the rice mill compensation system's transparency, fairness, and efficiency. In detail, the amount of wages to be paid in rice milling transactions can be seen in the following table:

**Table 1:** Amount of Wages to be Paid for Rice Milling Services

No.	Type of Rice Milling	Compensation Amount	
		1 Bag	2 Bag
1	Permanent Rice Milling	2 Liters	5 Liters
2	Mobile Rice Milling	4 Liters	8 to 8+1/2 liters

**Source:** Interview Results with Respondents

From Table 1 above, it can be inferred that an additional 1-liter fee is charged if the amount of rice milled reaches 2 bags, bringing the total compensation for milling services to 5 litres. However, it should be noted that this condition may change depending on the increase in rice prices, where the milling service provider has the authority to add another 1/2 litre. Nonetheless, this additional fee is done with clear considerations to cover the additional costs incurred due to increased labour and operational costs. At mobile rice mills, 4 litres are charged for 1 sack of rice and 8 to 8 1/2 litres for 2 sacks of rice. This additional 1/2 litre is based on considering price changes in the community.

### **Review of Sharia Contract Principles on Rice Milling Wages Paid in Panakkukang Village**

Rice milling activities, which involve farmers as service users and rice mill owners as service providers, represent one of society's economic dynamics. Within the framework of Islamic law, the interaction between service users and service providers can be classified as an ijarah transaction. In this context, the farmer rents the rice milling

equipment from the rice mill owner and compensates with rice as a form of payment for the services provided.

The ijarah transaction reflects the interdependence between the service user and the service provider, where both benefit from each other. The farmer gains access to the rice milling equipment without owning it, while the rice mill owner benefits through compensation the farmer provides. The Islamic legal perspective underscores the importance of cooperation and mutual respect in economic transactions and ensures that each party obtains a reasonable and fair profit under the agreed contract. Thus, the concept of ijarah regulates the relationship between service users and service providers in the context of rice milling and reflects the values of justice and partiality upheld in Islamic teachings. Regarding this matter, it has been decreed by Allah SWT in the Qur'an Q.S.Al-Baqarah: 233:

.... وَإِنْ أَرَدْتُمْ أَنْ تَسْتَرْضِعُوا أَوْلَادَكُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَلَّمْتُمْ مَا اتَّيْتُم بِالْمَعْرُوفِ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

The translation:

And if you wish to have your children nursed by a substitute, there is no blame upon you as long as you give payment according to what is acceptable. And fear Allah and know that Allah is Seeing of what you do" (Al-Qur'an Kemenag Online, 2024).

From the above verse, it can be observed that implementing ijarah (leasing) in Islam is allowed because it benefits the community. Moreover, this ijarah practice can serve as a means of collaborative assistance among individuals. Even in its implementation, receiving wages is also permissible and will not have negative consequences (sins) as long as it is done properly, in accordance with the teachings of Islam.

The rice milling service business can be understood as a form of economic activity that, from a Shariah perspective, can be categorized as remuneration for services exchanged. In the context of muamalah, this activity can be placed under ijarah or leasing. In this concept, the individual or party providing the rice milling service will receive appropriate compensation as a form of reward for his or her work. This compensation can be material in this world, which is expected to be fair and appropriate, in line with Islam's economic justice principles.

Interestingly, from a Shariah perspective, the rice milling service business is associated with more significant rewards in the afterlife. Sholihin (2013) affirms this concept, stating that in muamalah, material compensation received in this world is accompanied by the hope of blessings or better rewards in the afterlife. Thus, this business activity is considered a form of economic interaction that fulfils material needs and has a spiritual and moral dimension in line with Islamic values.

By understanding the rice milling service business within the framework of the ijarah concept and Islamic muamalah principles, the community and business actors are expected to carry out their economic activities with full awareness of the values of justice, blessings, and compliance with Islamic law principles. Thus, the rice milling service business can become a model for implementing holistic and comprehensive Islamic economic principles.

Hence, the practice of rice milling services with a rice-based payment system is one of the permissible transaction methods in Islam. Just as the fundamental principle of muamalah is based on the consensus of scholars that:

الأصل في الشرط في المعاملات الجل والإباحة إلا بدليل

The translation:

“The default ruling for setting conditions in transactions (mu'amalah) is permissible and allowed unless there is evidence (prohibiting it)” (Almanhaj, 2023)

This principle, which indicates that every economic interaction and transaction is permissible, opens up a vast space for various types of economic activities within the framework of Islamic law (Mustamin et al., 2022). Transactions such as sale and purchase, leasing agreements, pledges, cooperative forms such as mudarabah or musyarakah, and representation through an agency (wakalah) are examples of permissible economic practices (Muhtadi et al., 2023). This principle provides a solid basis for contractual freedom in economic activities. It provides flexibility to the parties involved in agreements or transactions according to their needs and mutual agreement.

However, this principle also implies that certain limitations must be respected. Some transactions are prohibited, for example, those that can cause losses, such as fraud (tadlis), uncertainty (taghrir), gambling, and usury. Thus, the sustainability of economic activities remains under control by the principles of Islamic law that uphold the values of justice and balanced economic sustainability. In this context, the principle of permissibility and specific prohibitions guide the parties involved so that economic activity runs under Islamic ethical principles.

The validity of a transaction with an ijarah contract is fulfilled if its pillars and conditions are met (Harahap, 2019). As for the pillars of ijarah:

1. Mu'jir and musta'jir are the parties engaged in a lease or labor contract. Mu'jir provides the compensation, while musta'jir receives it for performing a task or renting something.
2. The mutual offer and acceptance (ijab kabul) between the mu'jir and musta'jir.
3. Rent or compensation.
4. The leased object or the task performed in the labour contract.

Meanwhile, the conditions for a transaction with an ijarah contract are as follows:

1. The parties engaged in the ijarah contract (mu'jir and musta'jir).
2. The consent of the contracting parties.
3. Ujrah the fee paid by the service recipient to the service provider as payment for the labour of the service provider that has been expended to perform the service (Kholil et al., 2023)
4. The leased object, or something undertaken for compensation, is required for the leased object to meet the following conditions (Daulay et al., 2020):
  - a. The leased object is delivered directly and without defects.
  - b. The leased object is something permissible by the conditions.
  - c. The leased object is required to maintain its substance until the specified time, according to the contract agreement.
  - d. The leased object is required to be beneficial, discernible in value, and identifiable.

- e. The clarification of working hours regarding the time limits depends significantly on the nature of the work and the agreement in the contract.

Terminating the compensation amount in rice milling transactions conducted with the payment of rice results in differences in the compensation amount between permanent and mobile rice mills. More specifically, the compensation in mobile rice mills is greater than that in permanent rice mills. However, the problem in the context of rice milling transactions with rice payment involves an aspect that must be clarified in determining the amount of compensation the milling service provider takes. These service providers do not prioritize the principles of fairness and balance when setting the amount of compensation they charge.

Thus, one of the requirements of this transaction still needs to be fulfilled, namely in the aspect of compensation. Determining the bag used as a measuring tool that differs in certain conditions creates ambiguity in measuring the compensation to be paid. Meanwhile, sharia-compliant compensation requirements are precise on the object being transacted, including measuring the measuring instrument used. In other words, it would be better if the standard bags used by all rice milling factories were the same. This is important because the validity of a contract in a mu'amalah transaction arises from the mutual agreement between the two parties, as stated by QS. An-Nisa: 29:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ۖ ...

The translation:

“O you who have believed, do not consume one another's wealth unjustly but only [in lawful] business by mutual consent...” (Al-Qur'an Kemenag Online, 2024)

The above verse explains that apart from forbidding the unlawful acquisition of others' wealth in ways that are improper and potentially harmful, Allah permits all things that are beneficial for individuals, such as various forms of trade, business, and skills (TafsirQ, 2023). In trade, it is required that the transaction takes place based on mutual agreement, indicating that the trading contract is not a form of usury, as usury is not classified within the trade and is even contrary to it. It is required that both parties involved in this transaction do so willingly and out of free choice, not due to coercion. Therefore, business transactions (mu'amalah) that involve excessive uncertainty (gharar) in various forms are prohibited as they do not reflect the principle of a valid contract (Bakry & Masse, 2020). One of the indicators of a valid contract is when the traded goods can be identified (both in terms of size, shape, and measurement tools) and handed over.

In the principles of Sharia contracts, seven principles have been outlined that need to be fulfilled for the perfection of a contract (Aswad, 2016; Baharuddin, 2021). These seven principles are:

#### 1. The Principle of Freedom of Transaction

Freedom of transaction means having the freedom to determine the object, method, time, and location of the transaction, including all parties providing space to negotiate and set commitments (Baharuddin, 2021). As Sri Imaniyati (2011) stated, the form and content of these commitments are entirely determined by the parties involved in the transaction. Once an agreement is reached, the commitment becomes binding and obliges the parties to comply with the rights and obligations



that have been determined. Although there is freedom in making agreements, in the framework of Islamic law, the principle of freedom in a contract is not absolute but relative, always related to public welfare or *maslahah 'ammah*.

It is important to note that freedom of contract does not mean unlimited freedom. Islamic law limits such freedom with several principles that must be considered, as explained by Zuhdi (2017). These principles include the terms of the agreement, inconsistency with the law, not violating prevailing norms, being implemented in good faith, and not making the prohibited permissible or vice versa. As such, Islamic law provides a balanced framework, allowing freedom in agreements to the extent that it is not detrimental to public welfare and does not violate established legal principles.

If analyzed from the perspective of contractual freedom in wage transactions involving the payment of rice in the rice milling process in Panakkukang Village, Pallangga Subdistrict, Gowa Regency, it can be concluded that this freedom has yet to be fully realized. Several facts show that the wage amount is predetermined, and the rice owner cannot object to this amount. This shows that contractual freedom in determining the value of wages is not absolute, and rice owners tend to have limitations in changing the predetermined agreement.

However, the rice mill owner does not force the other party to use his services. This means that despite the limitations on the rice owner's side, the rice mill owner gives the rice owner the freedom to choose to use or not use his services. However, under certain conditions, the landowner may feel limited in alternatives when the rice miller's services are needed, creating a dependency that may limit contractual freedom. Nonetheless, in general, this transaction process still takes place with mutual agreement from both parties, reflecting the dynamics of contractual freedom that can evolve in local economic transactions.

## 2. The Principle of Voluntariness/Consensualism (*al-Riba*)

The principle of consensus, derived from etymology as the principle of agreement (*ittifaq*), has great significance in Islamic law. In this framework, the agreement can only be formed after the acts of *ijab* (offer) and *qabul* (acceptance). *Ijab* is a statement of intention to engage in an agreement, while *qabul* is a statement of acceptance. A contract or contract is formed by reaching an agreement between the parties involved (*'aqidain*), indicated through *ijab* and *qabul* (Mustikarani & Widodo, 2023). This agreement brings consequences of rights and obligations for the parties involved, binding the agreement and requiring obligations (*wajib* or *ilzam*). In QS. An-Nisa (): 29 Allah Swt. Says:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ ...

The Translation:

"O you who believe, do not eat of your neighbor's wealth by unlawful means, except in the form of consensual trade between you..." (Al-Qur'an Kemenag Online, 2024).

Every transaction among humans must uphold ethical principles, as emphasized in the verse, the principle *عَنْ تَرَاضٍ مِّنْكُمْ* (mutual consent) must be upheld.

This principle underscores the significance of consent and agreement in all transactions, reflecting a fundamental aspect of Islamic economic ethics. Such emphasis arises from recognising various illicit means of acquiring wealth, including usury, robbery, theft, gambling, and other unjust practices. In contrast, Allah has permitted forms of trade, businesses, and skills that benefit individuals and society (TafsirQ, 2023).

The requirement of mutual consent in trade serves as a clear demarcation between legitimate trade and usury (Rusfi, 2016). Usury, being inherently exploitative and unjust, stands in opposition to the principles of fair trade. It is not considered a legitimate form of commerce because it deviates from the principles of consent, fairness, and mutual benefit. In contrast, trade contracts uphold the values of consent and choice, affirming that both parties should enter transactions willingly. By emphasizing mutual consent in trade, Islam reinforces the importance of ethical conduct, fairness, and mutual respect in economic dealings, thereby promoting justice and integrity in all spheres of commerce.

The principle of agreement between the two parties has been fulfilled in the practice of paying wages in the form of rice for rice milling transactions in Panakkukang Village, Pallangga Subdistrict, Gowa Regency. This success is inseparable from the fact that this action has become an integral part of community life in Panakkukang Village. Indirectly, the willingness and agreement between the two parties in this transaction have been achieved, forming a solid foundation based on the principle of consensus in their economic activities.

In practice, the principle of agreement in the payment of wages in the form of rice for rice milling in Panakkukang Village reflects the ethical norms of the local community. It creates stability and mutual understanding among economic actors. This agreement, which has become an integral part of local customs, reflects the community's wisdom in carrying out economic transactions while adhering to Islamic law principles.

### 3. The Principle of Legal Certainty/Equality (al-Musawah)

The principle of legal certainty refers to a definite condition, determination, or norm. Legal certainty is an inherent characteristic of law, especially in the context of written legal norms. Law without the aspect of certainty will lose its meaning, as it can no longer serve as a guide for behaviour for all individuals (Zuhdi, 2017) in QS. Al-Isra': 15:

..... وَمَا كُنَّا مُعَذِّبِينَ حَتَّىٰ نَبْعَثَ رَسُولًا

The translation:

“..... And never would We punish until We sent a messenger” (Al-Qur'an Kemenag Online, 2024).

From this verse, we can conclude that Allah grants forgiveness for past events. Therefore, the principle of legal certainty must be upheld, and no action can be subject to punishment except based on the strength of the existing and applicable legal provisions for that action.

The ijarah system applied in rice milling transactions that are offset by payment in the form of rice should be noted that no written legal basis explicitly regulates this transaction. Nonetheless, through a search of common practices prevailing in the community, it appears that the legal aspects that bind both parties in this transaction are mostly realized in oral statements that have become customary.

Although there is no written legal basis that expressly regulates this transaction, in the context of Islamic law principles, especially those related to ijarah, there is no contradiction. The principles of honesty and transparency in transactions are maintained, even if they are more oral. Therefore, although this ijarah system is not based on a written document, the principles of Islamic law, which emphasize justice and exemplarity, have been fulfilled in the context of rice milling transactions paid for with rice.

#### 4. The Principle of Justice (*al-'Adl*)

The principle of justice is a crucial foundation in economic and financial transactions within the teachings of Islam. As Allah Swt stated, the application of this principle has been revealed in the Qur'an as the primary goal of the Prophets and Messengers.

لَقَدْ أَرْسَلْنَا رُسُلَنَا بِالْبَيِّنَاتِ وَأَنْزَلْنَا مَعَهُمُ الْكِتَابَ وَالْمِيزَانَ لِيَقُومَ النَّاسُ بِالْقِسْطِ ....

The translation:

“Verily, We have certainly sent Our messengers with clear proofs, and We have revealed with them the Scripture and the balance that justice may be established among the people...”(Al-Qur'an Kemenag Online, 2024)

In the context of implementation, the principle of justice obligates the parties involved in a contract to honestly express their intentions and situations, fulfil the commitments they have agreed upon, and uphold all rights and responsibilities regarding their agreements. This principle of justice also implies that any transaction involving elements of injustice is not accepted.

In the rice milling transactions in Panakkukang Village, Pallangga District, Gowa Regency, it is known that the measurement of the size of sacks used by the mill owners varies. However, sacks are the measurement tool for the wages to be paid. Thus, it sometimes disadvantages the paddy owners or the users of rice milling services in certain situations. On the other hand, the quality of rice is sometimes different for each service user, which can also disadvantage the mill owners. This finding is also consistent with the study by Izzan & Liyanti (2022), which states that the injustice arising in rice milling is the varying measurement sizes and the differing rice qualities, while the wages remain the same. Therefore, the principle of justice in this transaction is not entirely fulfilled.

Although the injustice in this context is not absolute, there are indications of injustice in the methods used. In addition, there are still opportunities to refine these transaction activities to bring more justice. Hence, efforts are needed to make it better.

## 5. The Principle of Honesty and Truthfulness (*Asl-Sidq*)

Islam unequivocally affirms the prohibition against lying and deception in various forms. This principle's foundation lies in Allah's teachings in Surah Al-Ahzab: "O you who believe, fear Allah and speak the right words of justice." This principle of honesty significantly impacts all parties involved in the agreement, encouraging them not to engage in lying, deceitful or fraudulent behaviour. Failure to observe this principle can compromise the validity of the agreement, and the party who feels aggrieved by the dishonesty of the other party has the right to terminate the agreement (Aswad, 2016).

In the context of payment for rice milling services in Panakkukang Village, Pallangga Subdistrict, Gowa Regency, honesty is the prominent footing consistently applied in the transaction. The active involvement of both parties in the transaction process is concrete evidence of the application of this principle. The rice milling process is jointly supervised by service providers and service users, creating an environment where the risk of ethical violations can be minimized. Through this active involvement, there is open and transparent communication between both parties, reinforcing the commitment to honesty in all aspects of economic activity.

This commitment to the principle of honesty in transactions creates trust and builds solid integrity in the relationship between parties. With honesty maintained, it creates the impression that every transaction is done in good faith and with high integrity. This creates a healthy environment for transactions and strengthens social and economic relationships in local communities. Thus, practices based on the principle of honesty provide benefits in direct transactions and form a strong foundation for developing a society based on trust and integrity.

## 6. The Principle of Binding Promises

In the Quran and hadith, there are various commands to fulfil promises. Based on the fundamental principle in the science of *usul al-fiqh*, "a command essentially implies obligation." It indicates that promises have binding power and must be fulfilled. (Aswad, 2016). As stated in the Word of Allah Swt in QS. Al-Isra: 34: "...and fulfil the promise, for the promise will be [subject to] questioning."

The agreement principle has been well fulfilled in the context of rice milling transactions. This can be attributed to the fact that the wage payment process, which is made in the form of rice in exchange for rice milling services, is done directly. The application of this principle is reflected in the active involvement of both parties involved in the transaction. By the agreement that has been made, payment of wages in the form of rice is made without delay, reflecting a commitment to the principle of honesty in economic practice.

This rice milling transaction shows transparency and openness between parties by making payments according to what has been agreed upon. The principle of agreement in implementing such payments creates trust and integrity in business relationships, making the transaction a model for applying sharia values in daily economic activities. Thus, the principle of agreement is not only a recognized norm but also concretely applied in the specific context of rice milling transactions in Panakkukang Village, Pallangga District, Gowa Regency.

## 7. The Principle of Written Agreement (*al-Kitabah*)

The principle of writing in Shariah contracts involves the need to formalize agreements in writing, so that they can serve as evidence in the event of future disputes. In the verse QS. al-Baqarah (2) 282-283 Allah Swt says:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْب كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيَمْلِكِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسَ مِنْهُ شَيْئًا....

The Translation:

"O you who believe, when you enter into debts for a fixed time, you should record them. Let a recorder among you write it down correctly. Let not the recorder refuse to write it down as Allah has taught him. Let him record(s) it, and let the debtor dictate(s) it. Let him fear Allah, his Lord, and let him not deduct anything from it..." (Al-Qur'an Kemenag Online, 2024).

Even if it is not possible to record, there are other ways that can be done as Allah says in QS. Al-Baqarah (2): 283:

وَأِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَةً فَإِنْ أَنِمْ بَعْضُكُمْ بِعَضَا فُلْيُودِ الَّذِي أُوتِئِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا تَكْتُمُوا الشَّهَادَةَ وَمَنْ يَكْتُمْهَا فَإِنَّهُ إِنَّمْ قَلْبُهُ ۗ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ

The Translation:

"If you are on a journey and you cannot find a recorder, let there be a pledge of security. But if some of you trust others, let the trustee fulfill his trust and let him fear Allah, his Lord. Do not conceal your testimony, for whoever conceals it has indeed sinned in his heart. Allah knows best what you do." (Al-Qur'an Kemenag Online, 2024).

From the verse, it can be understood that Allah provides guidelines for humans to formalize agreements in writing, emphasizes the importance of the presence of witnesses, and affirms the responsibilities of individuals involved in the agreement and the witnesses who witnessed the agreement. This shows the importance of transparency, accountability and honesty in all agreements and transactions. By observing formal procedures and the presence of witnesses, one can ensure that the agreements made are built on a solid foundation and are fair to all parties involved.

In addition, the paragraph also provides recommendations to strengthen the safeguards in agreements by providing security in the form of assets, particularly in situations where the execution of the agreement cannot be immediately carried out. Using assets as security strengthens the agreement's integrity and provides a sense of certainty for all parties involved. As such, this practice promotes stability, fairness and security in economic and social transactions, reflecting the principles emphasized in Islamic teachings of responsibility, justice and trust in every human interaction.

In the context of rice payment for rice milling services in Desa Panakkukang, Kecamatan Pallangga, Kabupaten Gowa, a written form must be included in the executed contract. The agreement between both parties is conducted spontaneously since this transaction has become customary in the community's life. Moreover, it is a simple transaction. The mutual consent between the parties involved in the transaction has been realized even though there is no written legality between the transacting parties.

#### D. Conclusion

The process of rice milling service transactions in Desa Panakkukang, Kecamatan Pallangga, Kabupaten Gowa follows the number of rice sacks being milled, adjusted based on the parties' agreement. However, there needs to be more clarity in determining the rice compensation per sack in both permanent and mobile mills. The service providers must consider the type of sack used to charge a fee. For instance, the sack used for urea fertilizer is smaller than for chicken feed, leading to differences in the amount of rice and milled rice produced. The service providers still charge 1 litre (permanent mill) and 4 litres (mobile mill) per sack, regardless of the type. This situation can disadvantage one party in the transaction.

Furthermore, if 2 remaining sacks are milled, an additional fee of 1 litre is charged, increasing the total compensation to 5 litres. If the price of rice rises, the service provider can add another  $\frac{1}{2}$  litres. This addition is due to increased labour and operational costs, and both parties have agreed and consented to this arrangement.

Based on the review of the principles of Sharia contracts in the rice milling service transactions in Desa Panakkukang, Kecamatan Pallangga, and Kabupaten Gowa, it can be concluded that four principles have been fulfilled, and three principles are yet to be fulfilled. The Sharia contract principles that have been fulfilled are the principle of willingness, legal certainty/equality (*al-musawah*), honesty and truthfulness (*asl-sidq*), and the principle of binding promises. The principles that still need to be fully complied with in the transaction of rice milling services on the object studied in this study are the principle of freedom to transaction, the principle of justice (*al-'adl*), and the principle of written agreement (*al-kitabah*). The non-achievement of the principle of freedom of contract and the principle of justice (*al-'adl*) referred to in this research is not absolute. However, there are indications that neither principle has been fully met in substance. Meanwhile, the principle of written agreement (*al-kitabah*) still needs to be fulfilled because, based on the findings in the research, no written agreement was found regarding the object under study.

Based on these findings, the rice milling process, both mobile and permanent in Panakkukang Village, Pallangga Sub-district, Gowa Regency, can further improve the procedures used in each stage of milling. Including doses, there needs to be a standardized measure agreed upon by all milling service providers so that the community can feel the uniformity of doses from all service providers. In addition, although community customs do not require written agreement documents, rice mills still need to prepare such documents as a form of prudence and protect both parties' rights. With good standards and documentation, the quality of rice milling services in this region is expected to improve and provide better satisfaction to the community.

Given the various limitations faced by researchers in this study, especially in terms of reaching a larger number of respondents, it is hoped that in future studies, researchers can expand the reach of respondents. In addition, future researchers need to specify the focus of the study in more detail and the findings obtained in this study. This effort is expected to contribute to a more comprehensive and in-depth understanding of the topic under study.

## References

- Afrizal, A. (2018). *Tinjauan Hukum Islam tentang Pengupahan Penggilingan Padi Dengan Beras (Studi pada Pabrik Penggilingan Padi di Desa Sukajaya Kecamatan Katibung Kabupaten Lampung Selatan)*. Institut Agama Islam Negeri Raden Intan Lampung.
- Agita, L. S., & Masjupr, M. (2020). *Tinjauan Hukum Islam terhadap Sistem Upah Giling Padi (Studi Kasus di Desa Sumberagung Kecamatan Klego Kabupaten Boyolali)*. Istitut Agama Islam Negeri Surakarta.
- Al-Qur'an Kemenag Online. (2024). *Qur'an dan Terjemahan*. <https://quran.kemenag.go.id/>
- Almanhaj. (2023). *Kaidah Ke-50 : Hukum Asal Mu'âmalah Adalah Halal Kecuali Ada Dalil yang Melarangnya*. Almanhaj. <https://almanhaj.or.id/4319-kaidah-ke-50-hukum-asal-muamalah-adalah-halal-kecuali-ada-dalil-yang-melarangnya-2.html>
- Aswad, M. (2016). Asas-asas Transaksi Keuangan Syariah. *Iqtishadia*, 6(2), 343–356.
- Baharuddin. (2021). *Praktik Jual Beli Gabah dengan Sistem Timbangan di Desa Abbokongang Kabupaten Sidrap: Perspektif Hukum Ekonomi Syariah*. IAIN Parepare.
- Bakry, M., & Masse, R. A. (2020). DISKURSUS PRINSIP SYARIAH DALAM AKAD TRANSAKSI MURABAHAH PADA PERBANKAN SYARIAH DI MAKASSAR. *Istinbath*, 19(1). <https://doi.org/10.20414/ijhi.v19i1.202>
- Caniago, F. (2018). Ketentuan pembayaran upah dalam islam. *Jurnal Textura*, Vol. 1(No. 5), 48.
- Creswell, J. W. (2014). *Penelitian Kualitatif & Desain Riset: Memilih Diantara Lima Pendekatan* (4th ed.). Pustaka Pelajar.
- Daulay, B. S., Syafri, G., & Ahmatnijar. (2020). Pengupahan Penggilingan Padi dalam Kajian Fiqh Muamalah. *Jurnal El-Thawalib*, 1(1), 1–17. <http://jurnal.iain-padangsidempuan.ac.id/index.php/thawalib/article/view/3123>
- Harahap, I. (2019). Memahami Urgensi Perbedaan MAzhab Dalam Konstruksi Hukum Islam Di Era Millenial. *Al-Maqasid Jurnal Ilmu Kesyarifan Dan Keperdataan*, 5(1), 1–13.
- Helen, F. (2020). *Raktik Pembayaran Upah Penggilingan Padi dalam Perspektif Ekonomi Islam (Pabrik Penggilingan Padi di Desa Suka Baru Kecamatan Marga Sakti Sebelat Kabupaten Bengkulu Utara)*. Institut Agama islam Negeri Bengkulu.
- Izzan, A., & Liyanti, H. A. (2022). *Tinjauan Hukum Ekonomi Islam Dalam Sistem Pengupahan Penggilingan Padi (Studi Kasus Di Desa Cibunar Kecamatan Tarogong Kidul Kabupaten Garut)*. 1–8. <https://journal.stai-musaddadiyah.ac.id/index.php/jhesy/article/view/222>
- Jasri, Aidil, A. M., S., A., & Mustaming, M. (2023). The Islamic Legal Analysis of Mixed Rice Buying and Selling Transactions in Traditional Markets. *Al-Masharif: Jurnal Ilmu Ekonomi Dan Keislaman*, 11(2), 255–265. <https://doi.org/https://doi.org/10.24952/masharif.v11i2.10133>
- Jasri, Mustamin, S. W., & Arfan, L. (2023). Sosialisasi Mappakatenni Galung ( Gadai Sawah ) dalam Perspektif Syari'at di Kelurahan Fakkie ' Kabupaten Pinrang. *MARTABE* :

- Jurnal Pengabdian Masyarakat* *Jurnal Pengabdian Masyarakat*, 6(2), 412–420. <https://doi.org/http://dx.doi.org/10.31604/jpm.v6i2.412-420>
- Kholil, M. K. R., Sukron, & Umam, F. (2023). Transaksi Jual Beli Pisang Dengan Akad Wakalah Bil Ujrah Di Desa Sana Tengah. *El-Iqtishady: Jurnal Hukum Ekonomi Syariah*, 5(2), 157–170. <https://doi.org/https://doi.org/10.24252/el-iqthisady.vi.41681>
- Muhtadi, R., Luthfi, F., Jasri, Rukmana, A. Y., Hamilunniám, M., Nugroho, L., & Sunjoto, A. R. (2023). *MENELUSURI JEJAK SEJARAH PEMIKIRAN EKONOMI ISLAM*. Get Press Indonesia.
- Mustamin, S. W., Hasanuddin, H., Mansyur, F., Jasri, J., Abdillah, S., & Adi, R. (2022). Pemberdayaan Usaha Ekonomi Produktif bagi Ibu Rumah Tangga Kompleks Berbasis Syariah di Desa Taeng Kecamatan Pallangga Kabupaten Gowa. *PROSIDING SEMINAR NASIONAL KULIAH KERJA NYATA MUHAMMADIYAH'ASYIYAH*, 1(1), 92–96. <https://journal.unismuh.ac.id/index.php/kknmas/article/view/9140>
- Mustamin, S. W., Jasri, & Indahsari, W. N. (2023). A Review of Customer Benefits and Satisfaction in Amanah Product of Pegadaian Syariah Makassar. *Al-Iqtishadiyah: Ekonomi Syariah Dan Hukum Ekonomi Syariah*, 9(2), 1–16. <https://doi.org/http://dx.doi.org/10.31602/iqt.v9i2.13059>
- Mustikarani, A., & Widodo, A. (2023). *Pembatalan Akad Jual Beli dan Akibat Hukumnya dalam Perspektif Fiqh Muamalah (Studi Kasus Pembatalan Tiket Kereta Api di Stasiun Solo Balapan)*. UIN Raden Mas Said Surakarta.
- Oktaviani, R., & Hidayati, N. (2021). Praktik Upah Jasa Penggilingan Padi Keliling Perspektif Hukum Islam. *Jurnal Antologi Hukum*, 1(1), 51–72. <https://doi.org/10.21154/antologihukum.v1i1.243>
- Ramadhani, M. A., Setiawan, Z., Rinawati, B., A. M., Fadhilah, N., Istiqamah, S. H. N., Adisaputra, A. K., Sabarwan, D. N., Maranjaya, A. K., Junitasari, & Tawil, M. R. (2023). *Manajemen Sumber Daya Manusia: Mengoptimalkan Potensi dan Kinerja Organisasi*. PT. Sonpedia Publishing Indonesia.
- Rukajat, A. (2018). *Pendekatan Penelitian Kualitatif (Qualitative Research Approach)* (Cet. Perta). Deepublish Publisher.
- Rusfi, M. (2016). *Antaradhin dalam Perspektif Perdagangan Kontemporer dan Implikasinya terhadap Pemindahan Hak Kepemilikan*. Deepublish Publisher.
- Sholihin, A. I. (2013). *Buku Pintar Ekonomi Syariah*. Gramedia Pustaka Utama.
- Sri Imaniyati, N. (2011). Asas dan Jenis Akad dalam Hukum Ekonomi Syariah: Implementasinya pada Usaha Bank Syariah. *Mimbar*, XXVII(2), 151–156.
- Syahputri, D., Lubis, S., & Anggraini, B. (2024). Analisis Peran Sektor Pertanian Dalam Pengurangan Kemiskinan dan Peningkatan Kesejahteraan di Negara-Negara Berkembang. *JURNAL EKONOMI, BISNIS DAN MANAJEMEN*, 3(1), 93–103. <https://doi.org/https://doi.org/10.58192/ebismen.v3i1.1748>
- TafsirQ. (2023). *Tafsir Surat An-Nisa' Ayat 29*. TafsirQ.Com. <https://tafsirq.com/4-an-nisa/ayat-29#diskusi>
- Toha, M., Nuryanti, N., & Andrini, R. (2023). Praktik pengambilan upah pada penggilingan



padi menurut perspektif ekonomi syariah 1. *Journal of Sharia and Law*, 2(4), 1260–1276.

Wahyuddin, W., Itang, I., Jasri, J., Abidin, Z., Qurtubi, A. N., Zulfa, M., Melina, F., & Mustika, M. (2023). *Kaidah Fiqih Ekonomi Syariah*. PT. Sonpedia Publishing Indonesia.

Yanti, A. R., Safitri, K., Jannah, L., & Usman, N. (2019). Pengupahan Buruh Panen Padi di Desa Pagersari, Mungkid, Magelang (Analisis Hukum Islam). *Al-Ahkam Jurnal Ilmu Syari'ah Dan Hukum*, 4(1), 17–29. <https://doi.org/10.22515/alakhkam.v4i1.1324>

Zuhdi, M. H. (2017). Prinsip-prinsip Akad Dalam Transaksi Ekonomi Islam. *IqtishaduNa Jurnal Ekonomi Syariah*, *viii*(2), 77–115. <https://journal.uinmataram.ac.id/index.php/iqtishaduna/article/view/403/167>