

ABSTRACT

Rohmatun Shomad, Student ID Number 10220077, 2014. **Orally Lease Agreement of Rice field (Agricultural Land) in Potoan Daya Village, Palengaan Subdistrict, Pamekasan, Review of Sharia Economics Law Compilation (KHES)**. Thesis. Sharia Business Law Department, Sharia Faculty, the State Islamic University of Maulana Malik Ibrahim of Malang. Supervisor: Dr. Fakhruddin, M.H.I.

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The role of the land is very important, as well as residential land as well as the object of the agreement so formed varieties of agreements, one of agreements is agricultural land lease agreement (rice field). Lease agreement has a relationship with the Compilation of Sharia Economic Law (referred as KHES). KHES is already set the lease; it's contained in Book II, Chapter XI of the Lease (*Ijara*). Implementation of lease agreement of rice field is usually done by the villagers of Potoan Daya, Palenggaan subdistrict, Pamekasan. They are often doing orally lease agreements of rise field. So it is necessary to search in the KHES.

The focus of this research is to investigate the implementation of orally lease agreements of rise field in Potoan Daya village, Palenggaan subdistrict, Pamekasan in terms of KHES. This research includes empirical research using socio-juridical approach. Meanwhile the material is the material data used primary data, secondary, and tertiary conducted with techniques of data collection, data processing, followed in the data analysis.

From the research finding, it is concluded that the implementation of orally lease rice field agreement in Potoan Daya village, Palenggaan subdistrict, Pamekasan is based on trust and agreement between both parties. When viewed in terms of harmony and terms of lease (*ijara*) conducted by Potoan daya community have legitimate and comply with KHES provisions. It's described in KHES section 295, Article 296, Article 301, Article 303, Article 308, and Article 318, about the pillars (*rukun*) and requirements of *ijarah*. The *ijarah* contract can be orally, written, and or cues, as well as in the use of goods/objects of lease by the charterer and fully enjoy the results allowed for in accordance with article 309, which *musta'jir* can use freely *ma'jur ijara* if the contract is done implicitly. And *musta'jir* only is able to use certain *ma'jur ijara* if the contract is limited.