

***Uang Titik* as a Land Utilization Contract in Mining: An Analysis of Justice and Legal Certainty from the Perspective of Islamic Economic Law**

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Abstract: The practice of 'uang titik' in artisanal gold mining activities in Hutabargot Sub-district is a form of unwritten contract between landowners and miners in land utilisation. The money point is given as an initial permit accompanied by a profit-sharing scheme of 20% for the landowner, while all risks are borne by the miner. This research aims to analyse the justice and legal certainty aspects of the practice of uang titik based on the perspective of sharia economic law. This research uses a qualitative approach with a normative-empirical method, through in-depth interviews, field observations, and literature studies. The results show that in principle, the practice of uang titik is acceptable in Islamic law through the 'urf approach, but there are inequalities in the distribution of risks and profits, as well as the absence of a written contract which creates legal uncertainty and potential injustice. Therefore, it is necessary to reformulate the contract with a fairer and more transparent approach to be in line with the principles of maqashid sharia, namely justice, protection of the rights of related parties, and environmental sustainability. This study recommends strengthening agreement documents and sharia law education for the community as applicable and sustainable solutions.

Keywords: *Uang titik, Land Utilization Contract, Justice, Legal Certainty, Islamic Economic Law*

INTRODUCTION

Islam as a comprehensive living system has built a very detailed muamalah legal framework to regulate human economic interactions. In the context of Indonesia, which is rich in local traditions, a unique phenomenon emerges where sharia values interact dynamically with customary economic practices. One interesting manifestation of this interaction is the practice of 'Uang Titik' in Hutabargot Sub-district, Mandailing Natal - a traditional gold mining mechanism that harbours legal complexities as well as being a clear reflection of the dialectic between classical fiqh and contemporary socio-economic realities.

His practice is not just an ordinary economic transaction, but a system that has been deeply rooted in the social structure of the local community. Recent data shows that around 68% of families in Hutabargot are directly or indirectly involved in this activity, with a substantial annual transaction value. But behind these impressive economic achievements lie deep legal problems. Verbal contracts without clear time limits create uncertainty (gharar), unequal risk sharing between landowners and miners touches on issues of justice (al-'adl), while the absence of official documentation raises the vulnerability of disputes.

The literature review revealed that previous research on Islamic and indigenous economies is fragmented. There have been studies conducted on community mining, but they

have not touched on the specific complexities of artisanal mining. On the other hand, contemporary fiqh works such as Al-Mausu'ah Al-Fiqhiyah (2021) and Ash-Shawi's Fiqh Muamalah Maliyah (2019) do discuss the general principles of mining contracts, but have not accommodated local variants such as Uang Titik. It is this gap that makes this research significant

More than a normative analysis, this research departs from philosophical concerns about how universal Islamic law can respond to local diversity without compromising its basic principles. The approach used is not only textual-normative, but also sociological-anthropological, by considering the historical aspects of the development of this practice from 2009 until now. This research will also examine the relevance of classical fiqh concepts such as 'urf sahih, istihsan, and maslahah mursalah in the current context..

Another important dimension is the aspect of sustainable development. The ongoing practice of Uang Titik without adequate regulation has caused significant environmental impacts. This raises the fundamental question of how the principle of hima (conservation) in Islam can be integrated in local economic practices.

Thus, this research does not only intend to examine the legal status, but also to build a conceptual framework that can dialogue the three main pillars: sharia legal certainty, economic justice, and environmental sustainability. The research findings are expected to contribute both theoretically in the development of contemporary fiqh muamalah, as well as practically as a basis for policy formulation that accommodates local wisdom without ignoring the basic principles of sharia. Ultimately, this research seeks to answer a major challenge in modern Islamic economics: how to build a system that is at once sharia-compliant, equitable and sustainable.

METHODS

In This research uses a qualitative method with a normative-empirical approach. This approach was chosen to answer contextual issues in the community while examining them normatively based on the perspective of Islamic law. The normative approach was used to examine relevant principles of Islamic law, such as the theory of contracts, the concept of justice, and the principle of legal certainty in muamalah fiqh and sharia economic law. Meanwhile, the empirical approach is used to describe real practices in the community, especially related to the implementation of 'uang titik' transactions in Hutabargot District, Mandailing Natal Regency.¹

Data was collected through two main sources: primary data and secondary data. Primary data was obtained through in-depth interviews with key informants consisting of miners,

¹ Abdul Fattah Nasution, *Metode Penelitian Kualitatif* (Bandung: CV. Harfa Creative, 2023).

landowners, and local traditional and community leaders. Interviews were conducted in person with a semi-structured guide to allow for in-depth exploration of key research themes. In addition, researchers also conducted participatory observations at traditional gold mining sites to gain an empirical understanding of the implementation process and relationship patterns between the parties involved in the transaction.

Secondary data were collected through a literature study of relevant literature, both classical and contemporary, in the fields of muamalah fiqh, sharia economic law, and customary law studies. The literature includes turats (classical) books, relevant laws and regulations, as well as the results of previous research and scientific publications that discuss local practices and community wisdom in economic activities.

Data analysis was conducted using qualitative-descriptive analysis techniques through the stages of data reduction, data presentation, and conclusion drawing. Empirical findings were analysed by comparing them to the principles of Islamic law to identify points of conformity and potential normative conflicts. The ultimate goal is to develop an integrative framework of understanding between local practices ('urf) and Islamic legal values that are just and in favour of the benefit of the community.

RESULTS AND DISCUSSION

a) The Concept of Contract in Fiqh *Muamalah*

In fiqh *muamalah*, a contract is an agreement between two or more parties that is legally binding and has an impact on the emergence of rights and obligations². According to Imam Syafi'i, a contract must meet the pillars and valid requirements, namely the existence of *ijab* and *qabul*, legally competent actors in the contract, clear objects of the contract, and agreement without coercion.³

In *al-Qamus al-Mubith* and *Lisan al-'Arab* it is explained; Contract according to language means a bond or rope. The meaning of the contract in essence (hissy) is then used for something abstract in the form of speech from both parties who are in dialogue or communication.⁴

From here, the contract is then translated into language as; connecting between two words, which also includes the meaning of promise and oath, because an oath strengthens the

² Wahbah az-Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu*, vol. 4 (Beirut: Dar al-Fikr, 2011).

³ Muhammad Ardi, "Asas-Asas Perjanjian (Akad), Hukum Kontrak Syariah Dalam Penerapan Salam Dan Istisna," *Jurnal Hukum Diktum* 14, no. 2 (2016): 265–79.

⁴ Darmawati H, "Akad Dalam Transaksi Ekonomi Islam," *Sulesana* 12, no. 2 (2018): 144–67.

intention of the person who promises to carry out the contents of the oath or leave it. This contract with a broad meaning is explained in the word of Allah SWT;

يَا أَيُّهَا الَّذِينَ آمَنُوا أَوْفُوا بِالْعُقُودِ ۗ أُحِلَّتْ لَكُمْ بَهِيمَةُ الْأَنْعَامِ إِلَّا مَا يُتْلَىٰ عَلَيْكُمْ غَيْرَ مُحِلِّي الصَّيْدِ
وَإِنَّكُمْ حُرْمٌ ۗ إِنَّ اللَّهَ يَحْكُمُ مَا يُرِيدُ

Meaning: O you who believe, fulfil your covenants (i.e. covenants to Allah, the Almighty, to follow His teachings and covenants to people in business). It is lawful for you to hunt livestock, except for those which will be mentioned to you, and it is not lawful to hunt them while you are in ihram (Hajj or Umrah). Verily, Allah decrees the law as He wills.

In another expression, the scholars of jurisprudence state that a contract is every statement that comes out as an explanation of two desires that are compatible. Meanwhile, Mustafa Ahmad Az-Zarqa, states that the legal action (action) carried out by humans consists of two forms, namely: Action (action) in the form of deeds and actions in the form of words. The statements of the parties who make the contract are then called *ijab* and *qabul*.⁵ *Ijab* is the first statement made by one of the parties, which contains a definite desire to bind themselves. While *qabul* is the statement of the other party after *ijab* which shows his agreement to bind himself in a transaction or business relationship.

Meanwhile, Abu Bakar al-Jashshash defines a contract as; everything that is bound by someone to a matter that will be carried out or bound to another person to be carried out obligatorily (such as; marriage contract, rental contract, sale and purchase contract and others).⁶ According to him, something is called a contract, because each party has made a commitment to fulfill their promise in the future. Furthermore, an oath can also be categorized as a contract, because the party who swears has required himself to fulfill his promise either by doing or leaving. So partnerships (*syirkah*/cooperatives), profit sharing (*mudharabah*) and others are called contracts, because both parties have an obligation to carry out their promises as indicated by both parties regarding the distribution of profits.⁷ Likewise, every condition set by someone for himself to do something in the future can also be called a contract. While some scholars of

⁵ Wahbah az-Zuhaili, *Financial Transactions in Islamic Jurisprudence* (Damascus: Dar al-Fikr, 2003). Hlm 133

⁶ Taufiqurrahman, "Tinjauan Hukum Islam Terhadap Praktek Makelar Sepeda Motor Bekas Di Desa Tindang Kecamatan Bontonompo Selatan Kabupaten Gowa," *Repositori.Uin-Alauddin* (UIN ALAUDIN MAKASAR, 2018).

⁷ Rahmani Timorita Yulianti, "Asas-Asas Perjanjian (Akad) Dalam Hukum Kontrak Syari'ah," *La_Riba* 2, no. 1 (2008): 91–107, <https://doi.org/10.20885/lariba.vol2.iss1.art7>.

Islamic jurisprudence distinguish between a contract and a promise, they define a contract as a statement that comes out to describe two desires that are compatible, while a promise is a commitment from one party who wishes. With this basis, Ath-Thusi distinguishes between a contract and a promise, because a contract has the meaning of asking for assurance or a bond, this will not happen except from two parties, while a promise can be made by one person only.

From the review above, it can be concluded that the meaning of the contract according to sharia is; the relationship between *ijab* and *qabul* in a way that is permitted by sharia which has a direct influence on something that is bound or transacted. This means that the contract is included in the category of relationships that have value according to sharia between two people as a result of an agreement between the two which is hereinafter referred to as *ijab* and *qabul*.

If *ijab* and *qabul* occur and all existing conditions are met, then sharia will consider there to be a bond between the two and the results will be seen in something that is contracted, either in the form of property that is the goal of both parties or several other issues.⁸ So if the contract has been fulfilled, it can have an impact on changes in ownership rights as occurs in a sale and purchase transaction - namely from the seller to the buyer or vice versa. Likewise in various examples of *mu'amalah* contracts in general.

Contract Requirements

A contract is something very important, because with a contract the intentions of each party making a transaction can be known. The form or expression of the contract (*shighat al-'aqd*) is manifested in the form of *ijab* and *qabul*. Related to this *ijab* and *qabul*, Islamic jurisprudence scholars provide several general conditions for the validity of a contract, namely:

- a. The parties who carry out the contract (*al-'Aqid*) are people who are capable of acting (of maturity, of sound mind, not in a state of bankruptcy or distress, and the thing being contracted is under their authority). If someone is deemed not yet capable of being a child, then the contract can be represented or carried out by their guardian
- b. The object of the contract (*Ma'qud 'alaih*) is something that is permitted and has beneficial value according to the view of the Shari'ah and is not something that is forbidden or prohibited.

⁸ Ulfı Febrianti and Irma Suryani, "Bagi Hasil Usaha Kapal Tambang Emas Di Nagari Koto Tuo Kabupaten Sijunjung Prespektif Fiqh Muamalah," *JISRAH: Jurnal Integrasi Ilmu Syariah* 2, no. 2 (2021): 119, <https://doi.org/10.31958/jisrah.v2i2.4336>.

- c. The purpose contained in the statement (*al-aqd*) is clear, so that it can be understood what type of contract is desired, because the contracts themselves differ in their objectives and laws.
- d. There is a match between *ijab* and *qabul*.

The statement of *ijab* and *qabul* refers to a will from each party with certainty (without hesitation).

a) The Principle of Justice in Islam

Justice (*'adl*) is a fundamental value in Islamic law. In QS. An-Nahl verse 90,⁹

إِنَّ اللَّهَ يَأْمُرُ بِالْعَدْلِ وَالْإِحْسَانِ وَإِيتَائِ ذِي الْقُرْبَىٰ وَيَنْهَىٰ عَنِ الْفَحْشَاءِ وَالْمُنْكَرِ وَالْبَغْيِ يَعِظُكُمْ
لَعَلَّكُمْ تَذَكَّرُونَ

Meaning : Verily, Allah enjoins justice, doing good, and giving aid to relatives. He (also) forbids evil deeds, wrongdoing, and enmity. He teaches you a lesson so that you may always remember.

In the verse above, Allah commands humanity to uphold justice in all aspects of life. In *muamalah*, justice means a balance of rights and obligations between the parties involved, and no party is unfairly harmed.¹⁰

b) Legal Certainty in the Perspective of Sharia

Legal certainty (*al-qat'iyah*) is very important in Islam to protect property rights and avoid disputes. QS. Al-Baqarah verse 282.¹¹

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَيْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ وَلْيَكْتُب بَيْنَكُمْ كَاتِبٌ بِالْعَدْلِ وَلَا يَأْبَ
كَاتِبٌ أَنْ يَكْتُبَ كَمَا عَلَّمَهُ اللَّهُ فَلْيَكْتُبْ وَلْيُمْلِلِ الَّذِي عَلَيْهِ الْحَقُّ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا يَبْخَسَ مِنْهُ
شَيْئًا فَإِنْ كَانَ الَّذِي عَلَيْهِ الْحَقُّ سَفِيهًا أَوْ ضَعِيفًا أَوْ لَا يَسْتَطِيعُ أَنْ يُمْلَ هُوَ فَلْيُمْلِلْ وَلِيُّهُ بِالْعَدْلِ

⁹ Departemen Agama Republik Indonesia, *Al-Qur'an Dan Terjemahannya* (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an, 2005).

¹⁰ Hayati Hehamahua, "Bagi Hasil Tambang Emas Dalam Perspektif Ekonomi Islam (Studi Pada Tambang Emas Gogorea Kec.Waeapo. Kab.Buru)," *E-Journal Ekonomi Bisnis Dan Akuntansi* 7, no. 2 (2020): 159, <https://doi.org/10.19184/ejeba.v7i2.19597>.

¹¹ Departemen Agama Republik Indonesia, *Al-Qur'an Dan Terjemahannya*.

وَأَسْتَشْهِدُوا شَهِيدَيْنِ مِنْ رِجَالِكُمْ فَإِنْ لَمْ يَكُونَا رَجُلَيْنِ فَرَجُلٌ وَامْرَأَتَيْنِ مِمَّنْ تَرْضَوْنَ مِنَ الشُّهَدَاءِ أَنْ تَضِلَّ إِحْدَاهُمَا فَتُذَكِّرَ إِحْدَاهُمَا الْأُخْرَى وَلَا يَأْبَ الشُّهَدَاءُ إِذَا مَا دُعُوا وَلَا تَسْمُوا أَنْ تَكْتُبُوهُ صَغِيرًا أَوْ كَبِيرًا إِلَىٰ أَجَلِهِ ذَلِكُمْ أَقْسَطُ عِنْدَ اللَّهِ وَأَقْوَمُ لِلشَّهَادَةِ وَأَدْنَىٰ أَلَّا تَرْتَابُوا إِلَّا أَنْ تَكُونَ تِجَارَةً حَاضِرَةً تُدِيرُونَهَا بَيْنَكُمْ فَلَيْسَ عَلَيْكُمْ جُنَاحٌ أَلَّا تَكْتُبُوهَا وَأَشْهِدُوا إِذَا تَبَايَعْتُمْ وَلَا يُضَارَّ كَاتِبٌ وَلَا شَهِيدٌ وَإِنْ تَفَعَّلُوا فَإِنَّهُ فَسُوقٌ بِكُمْ وَاتَّقُوا اللَّهَ وَيُعَلِّمُكُمُ اللَّهُ وَاللَّهُ بِكُلِّ شَيْءٍ عَلِيمٌ

Meaning: 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 diminish it in the least. If the debtor is of unsound mind, or incapable of dictating, let his guardian dictate it correctly. Seek the testimony of two male witnesses among you.. If there are not two men (witnesses), (it is permissible) one man and two women among those whom you like among the witnesses (who are available) so that if one (female witness) forgets, the other reminds her. Let not the witnesses refuse when called. And do not tire of recording it until the time limit, whether the debt is small or large. That is more just in the sight of Allah, more corroborative of the testimony, and more likely to leave you in no doubt, unless it is a cash trade which you carry on between you. Then there is no sin on you if you do not record it. Take witnesses when you buy and sell, and do not make it difficult for the recorder, and do not make it difficult for the witnesses. If you do so, it is indeed an unrighteousness on your part. Fear Allah, Allah will teach you, and Allah knows all things.

The verse above emphasizes the importance of recording transactions as a form of protection for the parties.¹² In the context of periodic money, the absence of recording or contracts is a serious problem in ensuring legal certainty

c) 'Urf as a Secondary Source of Law

'Urf or community customs can be a legal basis as long as it does not conflict with the sharia text.¹³ In the context of Hutabargot, the practice of periodic money has become a prevailing custom. However, this custom must be reviewed if it causes injustice or is detrimental to one of the parties.

¹² Muhammad Yasril Ananta Baharuddin, "Peran Hukum Arbitrase Dalam Penyelesaian Sengketa Bisnis Nasional," *Jurnal Risalah Kenotariatan* 5, no. 2 (2024): 310–20, <https://doi.org/10.29303/risalahkenotariatan.v5i2.209>.

¹³ Abu Ishaq Asy-Syatibi, *Al-Muwafaqat Fi Ushul Al-Syari'ah*, vol. 2 (Beirut: Dar al-Kutub al-Ilmiyyah, 2003).

In the rules of fiqh it is stated, "*al-'adah muhakkamah*" (customs can be made law),¹⁴ which means that customs that do not conflict with sharia can be used as a basis for taking law. However, if the prevailing 'urf leads to unclear rights and obligations or causes unilateral losses, then this custom must be abandoned or reformulated.¹⁵

In the practice of titik money, although the community considers it legitimate as a form of land clearing permit, its existence without a written contract and without fair risk sharing makes this 'urf problematic in terms of sharia. From the perspective of *maqashid sharia*,¹⁶ practices that create uncertainty and do not guarantee protection of property (*hifz al-mal*) or safety of life (*hifz al-nafs*) should be revised. Therefore, an Islamic legal approach is needed that not only respects local wisdom, but also guarantees justice, legal clarity, and protection of the rights of the parties

2. Description of Titik Money Practice

Since 2009, traditional gold mining practices in Hutabargot have continued to develop. Titik money is given by miners to landowners with a nominal value of between IDR 2,000,000 to IDR 5,000,000, depending on the potential gold content. After paying, miners can dig traditionally.

If the mine successfully produces gold, the landowner receives 20% of the proceeds. However, if an accident or conflict occurs, the responsibility lies entirely with the miner. There is no official legal document governing this agreement, and most of it is done verbally.

Analysis of Justice in Sharia Economic Law

Islam considers it important to have a balance of rights and obligations in every transaction.¹⁷ In the practice of titik money, landowners receive initial compensation and a share of the proceeds, but do not bear any risks or costs. This has the potential to create inequality that is contrary to the principle of *al-ghunmu bil ghurmi* (profit must be in line with risk).

Thus, such agreements need to be reviewed to avoid unilateral exploitation. Although done on the basis of mutual consent (*ridha*), transparency and clarity of risk and profit sharing are still needed.

¹⁴ Sayyid Sabiq, *Fiqh Sunnah*, vol. 2 (Beirut: Dar al-Fikr, 2000).

¹⁵ Fadoilul Umam Mik Imbah Arbaina, "PENYELESAIAN SENGKETA EKONOMI SYARIAH DALAM KERANGKA HUKUM ISLAM DAN HUKUM POSITIF DI INDONESIA," *Iqtishaduna: Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syariah* 5, no. 2 (2024): 152–67.

¹⁶ Zainul Mun'im, "Dampak Penetapan Izin Praktik Tambang Emas Tumpang Pitu Perspektif Fikih Sosial K.H. Sabal Mahfudh," 2024, <https://doi.org/10.15575/as.v26i1.25428>.

¹⁷ M Nejatullah Siddiqi, *Teaching Economics in Islamic Perspective* (Leicester: The Islamic Foundation, 2001).

Legal Certainty and Potential for Disputes

The absence of a written contract in the practice of point money creates legal uncertainty. If a dispute or accident occurs, there is no document that can be used as a basis for settlement. In fact, Islam strongly emphasizes recording transactions as explained in QS. Al-Baqarah: 282. This ambiguity also contains elements of *gharar* which are prohibited in Islam. Therefore, recording the contract and clarity of rights and obligations must be a priority in this practice.

Transformation of Contracts in the Perspective of Fiqh

In the framework of *fiqh muamalah*, the practice of point money can be studied to be directed into a form of contract that is more in accordance with sharia. There are several contract options that can be used as alternatives:

- a. *Ijarah* Contract (Rent): If point money is positioned as compensation for permission to use land without rights to mining results, then the *ijarah* contract can be applied. However, in practice in Hutabargot, point money is not the only compensation because the landowner also gets 20% of the mining results.
- b. *Musyarakah* Contract (Cooperation): If the landowner is considered as the contributor of assets (land), while the miner contributes labor and equipment, then this scheme is more suitable. In *musyarakah*, the distribution of profits is done proportionally, and the risk is borne together.
- c) *Ijarah Musytarakah* Contract: A combination of *ijarah* and *musyarakah* can also be considered, especially if the practice combines land rent and profit sharing.

By reconstructing the contract, the community can still maintain the local element but within a clearer and fairer legal framework. This is in line with the *maqashid sharia* which requires transactions that are beneficial, fair, and do not harm any party.

The Role of 'Urf in Justifying Practices

The community considers the practice of titik money as commonplace. However, according to the rules of *fiqh*, *al-'adah muhakkamah* (customs can be made into law) applies only if they do not conflict with sharia. If a custom causes ambiguity or injustice, then the custom needs to be revised. In this case, titik money as a typical 'urf of Hutabargot needs to be adjusted to the principles of *maqashid al-shariah*, especially in the aspects of *hifz al-mal* (protection of property) and *hifz al-nafs* (protection of life)

CONCLUSIONS

The problem of child divorce over the last five years in the Pasuruan Religious Court is mostly caused by continuous disputes and arguments. These disputes occur because young couples still cannot control their emotions properly. In addition, problem-solving experience in daily life is still lacking.

The practice of *Uang Titik* in Hutabargot District is a form of unwritten contract that is deeply rooted in society. Although accepted as a local custom, this practice has serious problems in terms of justice and legal certainty. The imbalance in the distribution of benefits and responsibilities, as well as the absence of written documents, contradict the basic principles of Islamic economic law.

In the Islamic perspective, transactions must uphold justice, transparency, and protection of the rights of all parties. Therefore, updates are needed in the form of written contracts, fair risk sharing, and sharia law education for mining communities so that this practice is in accordance with maqashid al-shariah and does not cause harm in the future.

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