

## Analysis Of The Ijarah Contract In The Practice Of Traditional Gold Ore Mill Rental In Hutabargot From The Perspective Of Islamic Economic Law

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**Abstract :** This study examines contractual practices within the rental system of traditional gold ore milling machines (*gelundung*) in Hutabargot District from the perspective of Islamic economic law. The rental agreement applied by the local community is generally conducted without a written contract and is based on customary practices (*'urf*) that have been passed down through generations. This research aims to analyze the validity of the *ijarah* contract implemented in the *gelundung* rental practice and to assess its conformity with the principles of Islamic economic law. This study employs a qualitative approach with a field research method. Data were collected through direct observation, in-depth interviews with *gelundung* owners and renters, and documentation. The findings indicate that although the rental agreement is not explicitly stated in a formal contract, the essential pillars and conditions of the *ijarah* contract are substantively fulfilled, including the existence of contracting parties, the object of lease, the benefit derived, and the agreed compensation (*ujrah*). From the perspective of Islamic economic law, the *gelundung* rental practice in Hutabargot can be considered valid as it is grounded in recognized local custom (*'urf shabih*) and does not contradict sharia principles. Therefore, this practice may continue to be applied with improvements in contractual clarity to enhance legal certainty without eliminating established local traditions.

**Keywords:** *Contract, Ijarah, Gelundung, 'Urf, Islamic Economic Law*

### INTRODUCTION

Traditional gold mining activities in Hutabargot District constitute one of the main sources of livelihood for the local community and have been practiced for generations. This activity involves extracting rock material from hilly mining areas and transporting it to the village for processing into gold. One of the most critical stages in this process is ore processing using a *gelundung*, a cylindrical milling device rotated for several hours with the addition of mercury to separate gold from rock material. The availability and performance of the *gelundung* largely determine the success of gold separation, giving this equipment significant economic value<sup>1</sup>.

In practice, not all miners own a *gelundung*. The majority rely on *gelundung* rental services that are widely available across Hutabargot. This rental system has developed organically as part of local culture, without formal regulation or legally binding arrangements. Miners bring their extracted rock material to the rental site, after which the rental owner manages the entire processing

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<sup>1</sup> akhyar akhyar, "Uang Titik as a Land Utilization Contract in Mining: An Analysis of Justice and Legal Certainty from the Perspective of Islamic Economic Law," *Islamic Circle: Jurnal Hukum Ekonomi Syari'ah (Muamalah)* Vol 6 No 1 (2025), <https://doi.org/10.56874/islamiccircle.v6i1.2405>.

operation, including loading the rocks into the gelundung, operating the machine, determining the rotation duration, supplying mercury, and opening the gelundung once processing is completed. The level of involvement of renters varies: some remain on-site until the process is finished, others attend only at the beginning and end, while some fully entrust the process to the rental owner, particularly when there is a close relationship, mutual trust, or an established customer relationship.

Notably, although this activity constitutes an economic transaction, the contractual agreement between renters and rental owners is almost never explicitly stated. There is neither a written nor an oral agreement regarding rental fees, service compensation, or the respective rights and obligations of the parties. Transactions operate based on customary practice (*urf*) that is widely believed in and accepted by the community. One deeply entrenched norm is that all processing residue—namely, the remaining rock material after gold separation—automatically becomes the property of the rental owner. Renters never reclaim the residue, even though it is commonly understood that it may still contain residual gold. An unwritten principle prevailing in the community states: “If you do not want to lose the residue, you must own your own gelundung.” This reflects a socially accepted transfer of benefit and rights over the residue as part of local custom, despite the absence of a clear contractual agreement.<sup>2</sup>

Meanwhile, financial compensation or rental fees are not treated as a fixed obligation. In some cases, renters provide no payment at all, particularly when the processing yields little or no gold. In other situations, renters voluntarily give a sum of money “at their discretion” as a form of appreciation for the rental owner’s work, to maintain good relations, or to ensure continued service in the future. In earlier practice, informal standards such as IDR 15,000 per sack of ore were commonly recognized; however, such practices have become increasingly rare<sup>3</sup>. Rental owners often expect some form of compensation but lack a legal basis to demand it, resulting in social dynamics characterized by dissatisfaction, disappointment, and even mutual avoidance when one party feels disadvantaged.

From the perspective of Islamic Economic Law, this situation raises several important issues. First, the absence of a clear contract creates the potential for *gharar* (uncertainty), particularly regarding compensation and the transfer of rights over the residue. Second, information asymmetry and potential imbalance of benefits between renters and rental owners may lead to injustice,

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<sup>2</sup> akhyar akhyar, “Dinamika ‘Syirkah ‘Uqud’: Klasifikasi Komprehensif dan Tinjauan Historis,” *Islamic Circle: Jurnal Hukum Ekonomi Syari’ah (Muamalah)* 5, no. 1 (2023).

<sup>3</sup> akhyar akhyar, “Analisis Maslahat Terhadap Tanggungjawab Juru Parkir Atas Resiko Kehilangan dan Kerusakan Kendaraan Titipan di Kab. Mandailing Natal,” *Sang Pencerah: Jurnal Ilmiah Universitas Muhammadiyah Buton* Vol 8 No 3 (2022): 640–48.

especially when low-quality mercury or suboptimal processing results in more gold remaining in the residue than the amount obtained by the renter. Third, social acceptance of this system does not automatically render it sharia-compliant if it contains elements that contradict the pillars and conditions of an *ijarah* contract. Nevertheless, the practice continues without significant resistance, as it is perceived as a generally applicable and unproblematic customary practice (*'urf*).<sup>4</sup>

Given the complexity of relationships among the actors involved, the mechanisms of benefit distribution, and the absence of an explicit contract, research on the traditional gelundung rental system in Hutabargot is essential. A comprehensive analysis is required to assess the conformity of this practice with the principles of Islamic Economic Law, particularly concerning contractual clarity, fairness between parties, and legal certainty in custom-based economic transactions. This study is also expected to contribute to the scholarly literature on the application of *ijarah* and other *muamalah* contracts within the context of community-based traditional mining enterprises.

## METHOD

This study employs a qualitative research design using a field research approach. This approach is selected to obtain an in-depth understanding of contractual practices within the gelundung rental system in traditional gold mining, which has developed organically and gained broad social acceptance among the Hutabargot community.

The research adopts a juridical-empirical approach by examining the operation of law as it is practiced and lived within society (living law), and subsequently analyzing these practices against the normative provisions of *ijarah* contracts under Islamic Economic Law. Through this approach, the study does not merely describe social realities, but critically evaluates their conformity with sharia principles, particularly those related to the pillars and conditions of contracts, clarity of compensation (*ujrah*), and the presence of *gharar* (uncertainty).

The research site is located in Hutabargot District, Mandailing Natal Regency, North Sumatra. This location was deliberately chosen because it represents one of the traditional gold mining centers where the gelundung rental system has been practiced continuously across generations as an integral part of the community's daily economic activities. Data sources in this study consist of both primary and secondary data. Primary data were collected through direct

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<sup>4</sup> saipul anwar, "Penerapan 'Urf Sebagai Metode Dan Sumber Hukum Islam Dalam Transaksi Ekonomi," *Al-Manhaj: Jurnal Hukum dan Pranata Sosial* 2, no. 1 (2020): 146–67.

observation of the gelundung rental process and in-depth interviews with gelundung rental owners and miners who utilize these services. Interviews were conducted using a semi-structured format to explore the parties' understanding of operational mechanisms, prevailing forms of agreement, compensation arrangements, and the social foundations underlying acceptance of this practice within the community<sup>5</sup>. Secondary data were obtained from primary and secondary legal materials, including statutory regulations related to mining and Islamic economics, *fiqh muamalah* literature, textbooks on Islamic economic law, and relevant scholarly journal articles discussing *ijarah* contracts and the concept of *'urf*.

Data collection techniques included observation, interviews, and documentation. Observation was employed to directly examine the process of gold ore processing using gelundung equipment, while interviews were conducted to obtain qualitative data regarding agreements, benefit allocation, and perceptions of fairness among the parties involved. Documentation was carried out by collecting field notes, photographs, and supporting documents relevant to the research context.

Data analysis was conducted qualitatively through the stages of data reduction, data presentation, and conclusion drawing. Empirical data were analyzed using theories and concepts of *ijarah* contracts and *'urf* within Islamic Economic Law. The analysis focused on the conformity of gelundung rental practices with the pillars and conditions of *ijarah*, the potential presence of *gharar*, and the legal position of local *'urf* as a basis for the continuity of such practices.<sup>6</sup> The results of the analysis were subsequently used to formulate recommendations for a simple, contextual, and practically applicable contract model tailored to the needs and conditions of the local community.

## RESULTS AND DISCUSSION

### The Concept of Contract (*Akad*) in Islamic Economic Law

A contract (*akad*) constitutes the fundamental foundation of all *muamalah* transactions. Etymologically, the term *akad* derives from *al-'aqd*, meaning a bond, agreement, or the reinforcement of mutual intent. Terminologically, a contract is defined as the concurrence of offer (*ijab*) and acceptance (*qabul*) that produces legal consequences for the subject matter of the contract

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<sup>5</sup> dkk Nur Hidayah, *Metodologi Penelitian Kualitatif Ekonomi Syariah* (PT. Raja Grafindo Persada, 2025).

<sup>6</sup> Lexy J. Moleong, *Metodologi Penelitian Kualitatif* (Bandung: PT. Remaja Rosda Karya, 2018).

in accordance with sharia provisions. Thus, a contract is not merely a social agreement, but a legal instrument that binds the parties and gives rise to rights and obligations.<sup>7</sup>

In Islamic economic law, the validity of a contract depends on the fulfillment of its essential pillars and conditions, namely the contracting parties (*al-'aqidain*), the subject matter of the contract (*ma'qud 'alaih*), the contractual expression (*sigbat*), and a lawful objective consistent with sharia principles. The absence of any of these elements may render the contract defective or legally void.

### **Ijarah Contract: Definition, Legal Basis, and Requirements**

An *ijarah* contract is defined as an agreement for the transfer of the benefit of an asset or service for a specified period in exchange for compensation (*ujrah*). *Ijarah* does not transfer ownership of the asset itself, but only the right to use or derive benefit from it. In both modern and traditional economic contexts, *ijarah* is commonly applied in leasing equipment, hiring labor, and utilizing production facilities.<sup>8</sup>

The legal basis of *ijarah* is derived from the Qur'an, the Sunnah, and scholarly consensus (*ijma'*). Its permissibility rests on the principle that the benefit of an asset or service may serve as the object of a transaction, provided that the benefit is lawful, clearly defined, and deliverable. Consequently, clarity of both benefit and compensation constitutes a crucial element of the *ijarah* contract.<sup>9</sup>

The pillars of an *ijarah* contract include:

1. The contracting parties (*mu'jir* and *musta'jir*),
2. The object of *ijarah*, namely the benefit of an asset or service,
3. Compensation (*ujrah*),
4. Contractual expression (*sigbat*).

One essential condition in *ijarah* is *ujrah ma'lumah*, meaning that the compensation must be clearly known in terms of amount, form, and method of payment. Ambiguity in compensation has the potential to cause disputes and contradicts the principles of justice and legal certainty upheld in sharia.

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<sup>7</sup> Nurul Fauziah, "al-ijarah: understanding, legal basis and problems of contemporary application," *jurnal ilmiah ekonomi islam* 6, no. 3 (2020).

<sup>8</sup> Moh Said MH, Muhammad Tawwaf, dan Syafiah Syafiah, "KONSEP AL-IJARAH PADA SISTEM SEWA MENYEWA Studi pada Rumah Kos di Kota Pekanbaru-Riau," *Nusantara: Journal for Southeast Asian Islamic Studies* 16, no. 1 (2020): 40, <https://doi.org/10.24014/nusantara.v16i1.10652>.

<sup>9</sup> Trisna Levia, Amri Amir, dan Rafiqi, "Pengaruh Nilai Bagi Hasil Penambangan Emas Terhadap Kesejahteraan Pekerja Tambang Emas di Desa Sumber Agung Kabupaten Merangin dalam Perspektif ...," *Journal of Islamic Economic and Finance* ... 3, no. 2 (2022): 54–68.

## Gharar in Muamalah Transactions

*Gharar* is terminologically understood as excessive uncertainty, speculation, or ambiguity within a contract. In *muamalah*, *gharar* is prohibited because it may lead to unilateral loss, concealed deception, and injustice between contracting parties. *Gharar* may arise in various forms, including : 1) Uncertainty regarding the object of the contract, 2) Uncertainty regarding compensation, 3) Uncertainty in the execution of the contract.

In *ijarah* contracts, *gharar* often relates to the lack of clarity concerning the benefit or the *ujrah*. If either element is not explicitly determined at the outset of the contract, the agreement may contain *gharar* and be considered inconsistent with the principle of sharia prudence<sup>10</sup>.

## The Concept of 'Urf in Islamic Law

'*Urf* refers to customs or practices that are widely recognized and accepted within a society. In Islamic law, '*urf* occupies an important position as a supplementary source of legal determination, provided that it does not contradict explicit sharia texts or fundamental sharia principles.<sup>11</sup> Scholars classify '*urf* into several categories, including: 1) '*Urf ṣaḥīḥ*', namely customs that do not conflict with sharia and may serve as a legal basis; 2). '*Urf fāsid*', namely customs that contradict sharia provisions and cannot be justified.

In *muamalah* transactions, '*urf* often functions to fill gaps where contractual terms are not explicitly articulated by the parties. Nevertheless, the applicability of '*urf* remains constrained by the principles of justice, legal certainty, and the prohibition of *gharar*.<sup>12</sup>

## 'Urf and Non-Formal Contracts in Traditional Economic Practices

In traditional economic practices, including community-based mining, contracts are frequently not expressed in formal or written form. Agreements are constructed on the basis of trust, customary norms, and long-standing practices that are socially binding. This phenomenon reflects the operation of unwritten law (*living law*) that is recognized and adhered to by the community.

However, from the perspective of Islamic economic law, practices based on '*urf* must still be examined for their conformity with the pillars and conditions of a valid contract. '*Urf* cannot be used to legitimize practices that substantively contain uncertainty, imbalance, or potential injustice.

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<sup>10</sup> Sajid Ullah Zada, Najeeb; Shah, "The impact of uncertainty (Gharar) upon the contract of Ijarah in the light of Islamic Shariah," *Central European Management Journal*, 2021.

<sup>11</sup> akhyar akhyar, "Uang Titik as a Land Utilization Contract in Mining: An Analysis of Justice and Legal Certainty from the Perspective of Islamic Economic Law."

<sup>12</sup> Wahbah az-Zuhaili, *Financial Transactions in Islamic Jurisprudence* (Damascus: Dar al-Fikr, 2003).

Therefore, harmonization between local practices and normative sharia principles is necessary to establish an economic transaction system that is fair, legally certain, and contextually grounded.<sup>13</sup>

### **Overview of Gelundung Rental Practices in Hutabargot**

Based on field observations and in-depth interviews, gelundung rental practices in traditional gold mining activities in Hutabargot have been carried out for generations and constitute an integral part of the local community's economic life. The gelundung functions as the primary equipment in processing gold-bearing rock extracted by local miners. In this arrangement, gelundung owners provide the equipment and processing facilities, while renters supply the mined rock to be processed.<sup>14</sup>

These rental practices are not preceded by an explicitly stated contract, either orally or in writing. There is no clear expression of *ijab* and *qabul* specifying the type of contract, duration of use, or amount of compensation. Instead, agreements operate implicitly based on long-established customs that are mutually understood by the parties involved. In practice, the entire processing operation—from loading the rock into the gelundung, determining the rotation duration, to the use of mercury—is fully managed by the rental owner.

### **Compensation System and Ownership of Processing Residue**

The findings indicate that compensation within the gelundung rental system is not determined in advance. Some renters provide a certain amount of money voluntarily to the rental owner after the processing is completed, while others provide no monetary compensation at all. The absence of a standardized *ujrah* results in differential treatment among renters and creates a significant degree of uncertainty.

In addition to the indeterminate monetary compensation, all processing residue (*ampas*) is automatically regarded as the property of the gelundung rental owner. Ownership of the residue is never negotiated or explicitly agreed upon; rather, it is accepted as a generally applicable customary practice. Within the local community, the transfer of residue to the rental owner is perceived as an additional form of compensation for the services and facilities provided.

### **Analysis of Gelundung Rental Practices from the Perspective of Ijarah Contracts**

From the perspective of *ijarah* contracts, gelundung rental practices in Hutabargot do not fully satisfy the essential pillars and conditions of a valid contract. While the contracting parties and

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<sup>13</sup> Widya Fitriani, "PERTAMBANGAN EMAS ( Studi Kasus Desa Petapahan Kecamatan Gunung Toar )," *Juhan Perak* 3, no. 3 (2022): 337–53.

<sup>14</sup> akhyar akhyar, "Uang Titik as a Land Utilization Contract in Mining: An Analysis of Justice and Legal Certainty from the Perspective of Islamic Economic Law."

the object of benefit—namely the use of the gelundung and processing services—are clearly identifiable, the elements of *sigbat* (contractual expression) and clarity of *ujrah* are insufficiently fulfilled.

The failure to determine *ujrah* at the outset contradicts the principle of *ujrah ma'lumah* in *ijarah* contracts. Compensation that is voluntary and uncertain introduces elements of *gharar*, as one party does not clearly know the obligations to be fulfilled.<sup>15</sup> Furthermore, the transfer of ownership over the processing residue without explicit agreement creates ambiguity regarding the status of the contractual object and opens the possibility of an imbalance in the rights and obligations of the parties.

Contractual Element	Field Condition	Legal Assessment
Contracting parties	Clearly identified (renter & owner)	Valid
Object of contract (use of gelundung & processing service)	Clearly defined	Valid
Compensation ( <i>'iwadh</i> )	Unclear, voluntary	Potential <i>gharar</i>
<i>Sigbat (ijab-qabul)</i>	Not explicitly stated	Weak contract ( <i>ma'luf bil 'urf</i> )

Normatively, therefore, gelundung rental practices cannot be classified as a fully valid *ijarah* contract under Islamic Economic Law, despite their continued operation and social acceptance within the community.

### The Role of Local 'Urf in Sustaining Gelundung Rental Practices

Despite inconsistencies with *ijarah* requirements, gelundung rental practices continue to function sustainably due to the strong influence of local '*urf*. Long-standing customs have shaped a collective understanding that the system is fair and acceptable. In this context, '*urf* serves as a form of social binding mechanism that substitutes for formal contractual arrangements.

Within Islamic legal theory, such '*urf* may be categorized as a living custom that is socially binding. However, its applicability remains relative and cannot be used to justify practices that substantively contain *gharar* or pose a risk of disadvantaging one party. Accordingly, '*urf* in gelundung rental practices should be positioned as a sociological foundation rather than a source of full normative legitimacy.

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<sup>15</sup> Mutia Arjayanda, "Sistem Pembayaran Sewa Tanah Pada Penambangan Emas Secara Tradisional Di Kec. Sawang Dalam Perspektif Akad Ijarah Bi Al-Manfa'ah," *Al-Mudharabah Jurnal Ekonomi dan Keuangan Syariah* 4, no. 1 (2022): 23–29.



### Reconstruction of an ‘Urf-Based Ijarah Contract

Based on the research findings, a reconstruction of the contractual framework is necessary in a manner that is simple and contextually appropriate. This reconstruction does not aim to eliminate local practices, but rather to provide legal certainty and ensure compliance with sharia principles. A recommended *ijarah* model includes the prior determination of a minimum *ujrah*, either in the form of a fixed monetary amount or an agreed percentage of the processing residue.

In addition, ownership of the residue should be explicitly defined, either as part of the service compensation or as a separate contractual object, in order to avoid ambiguity. Through this simplified contractual model, gelundung rental practices may continue in accordance with local customs while remaining consistent with the principles of justice and legal certainty under Islamic Economic Law.

### CONCLUSION

Based on the research findings and discussion, it can be concluded that gelundung rental practices in traditional gold mining activities in Hutabargot operate primarily on the basis of socially accepted customs, without explicitly stated contracts, whether oral or written. This practice demonstrates the strong role of local ‘urf in regulating legal relations between gelundung rental owners and renters.

From the perspective of Islamic Economic Law, these practices do not fully comply with the requirements of *ijarah* contracts, particularly with regard to clarity of compensation (*ujrah ma‘lumah*) and contractual certainty. The indeterminate compensation system—including voluntary monetary payments and the transfer of residue ownership without explicit agreement—introduces elements of *gharar* and has the potential to create imbalances in the rights and obligations of the parties.

Nevertheless, the continuity of gelundung rental practices is maintained through social legitimacy derived from ‘urf. This reflects a gap between the normative requirements of contracts under Islamic Economic Law and traditional economic practices that develop organically within society. Therefore, harmonization is required through the formulation of a simple and adaptive *ijarah* contract model that accommodates local practices while ensuring justice, legal certainty, and conformity with sharia principles.

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