

ACCOMPANIMENT APPLICATION OF MUZARA'AH CONTRACT IN COFFEE PLANTATION AREA BETWEEN FOREST MANAGEMENT UNIT (KPH) OF PERHUTANI COMPANY JEMBER AND MULYOREJO VILLAGE

Rahmadi Indra Tektona

Fakultas Hukum Universitas Jember, Jember, Indonesia

rahmadiindra@unej.ac.id

Abstract: Muslims are prohibited from carrying out economic *muamalah* activities in any field without knowledge about *muamalah*. *Muzara'ah* is an agricultural processing cooperation between the land owner and cultivator, the land owner gives agricultural land to the cultivator to be planted and maintained in return for a certain share (percentage) of the crop. Farmers who have been working as farmers for a long time, the availability of land, and the application of coffee agroforestry with the *muzara'ah* concept are expected to be able to improve the economy in farmer families. Unlike the case with farmers who initially did not have a job or became agricultural laborers, the existence of former forest land and the application of agroforestry are considered capable of providing opportunities to work and generate income. The research area or location chosen is in Mulyorejo Village, Silo District, Jember Regency, East Java. This decision was made with the consideration that Mulyorejo Village has experienced forest conversion into coffee-based agroforestry land and is currently experiencing conflict-prone areas. The research method used is Community development with a case study approach, counseling, training, and mentoring methods. The paper shows that the partnership agreement in the *muzara'ah* contract in coffee plantation area is an effort to provide legal certainty guarantees for partnering parties which in turn can improve the socio-economic for the people of Mulyorejo village and provide benefits for Perhutani KPH Jember and Jember Regency.

Keywords: *Muzara'ah Contract, Agroforestry, Perhutani Company, Jember*

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* Corresponding author : Rahmadi Indra Tektona

Email Address : rahmadiindra@unej.ac.id (Universitas Jember, Jember)

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INTRODUCTION

Islam teaches correct *muamalah* behavior in accordance with the taught of Sharia. The Qur'an and Hadith make it abundantly clear that various forms of good *muamalah* from starting a business to managing it to closing it must adhere to Sharia law. This demonstrates the significance of carrying out *muamalah* activities in accordance with applicable law. Because humans are social creatures, they always participate in *muamalah* activities. In their lives, all Muslims are required to follow the law and study *muamalah* (*fardhu 'ain*) in order to adhere to

the provisions of Islam, also known as the Shari'at of Allah SWT.

This shows that every Muslim is prohibited from carrying out *muamalah* activities (in this case in the economic field), if they do not have knowledge about *muamalah*. The wisdom of Muslims in understanding the science of *muamalah* and carrying out *muamalah* activities refers to and in accordance with Islamic sharia provisions, it will be easier to avoid elements of *usury*, *gharar* and *maisir* which can create loopholes for disputes that can be detrimental to the parties. *Muamalah* in positive Indonesian law is also referred to as a legal action, but not all of these actions are said to be legal actions¹. Legal actions are carried out and desired by legal subjects, both individuals and legal entities, with the consequences being regulated in legal provisions.

The community performs *muzara'ah*, which is one type of *muamalah*. *Muzara'ah* is a rural handling collaboration between the landowner and cultivator, wherein the landowner gives farming area to the cultivator to be planted and kept up with as a trade-off for a specific offer (level) of the harvest². According to Hanafiah, *ijab* and *qabul* are the foundations of *muzara'ah*. The landowner must state, "I hand over this land to you to work on in return for half of the proceeds," and the cultivator must state, "I accept, or I agree." Meanwhile, as in other contracts, *jumhur ulama* asserts that there are three pillars of *muzara'ah*³:

1. *Aqid*, landowner and cultivator,
2. *Ma'qud Alaib* or object of contract, benefits of land and cultivator work,
3. *Ijab* and *qabul*.

According to Hanabilah, the muzara'ah contract does not require 'qabul (sayings)', but it is sufficient to cultivate the land directly⁴. Thus qabulnya with deeds (*bil fi'li*).

Tabel 1. Smallholder Plantation Production by Plant Type

Plant Type	Smallholder Plantation Production by Plant Type (Thousand Tonnes)	
	2016	2021
Coffee	632.000	769.000

Source: BPS

¹ Rizka Rizka and others, 'Legal Protection for Doctors' Work Safety in Handling Covid-19 Cases Reviewed Based on Saddu Al-Dzari'ah', *Legality: Jurnal Ilmiah Hukum*, 30.2 (2022), 228–42 <<https://doi.org/10.22219/ljih.v30i2.22259>>.

² Rizka and others.

³ H M Hanafiah, 'Akad Jual Beli Dalam Tradisi Pasar Terapung Masyarakat Banjar', *Al-Tabrir: Jurnal Pemikiran Islam*, 15.1 (2015), 201–17.

⁴ A Rio Makkulau Wahyu, 'Sistem Penggarapan Lahan Pertanian Masyarakat: Perspektif Ekonomi Islam', *Al-Azhar Journal of Islamic Economics*, 1.1 (2019), 1–15 <<https://doi.org/10.37146/ajie.v1i1.9>>.

According to the BPS data above, the development of the smallholder plantation sector in Indonesia is moving very quickly. According to statistics from BPS Indonesia, Indonesia exported coffee worth Rp 67.57 million to Egypt between January and August 2022. 1.05-0.05 trillion. It is a 32.78% increase from the same period in 2021, when it was worth USD 50.87 million and dominated the Egyptian market by 46.88%⁵. It is because there are enough natural resources and a lot of people working as labor in the plantation industry, especially outside of Java Island. From a supply-side and a production-function perspective, research, the continuous development of plantation technology, the creation of social and economic facilities in the countryside, and large-scale investments by the state drive the development of the agricultural sector. It is hoped that the plantation industry's role can boost economic expansion. Currently, Indonesia is still striving to maximize revenue from plantation products. This is intended not only to ensure the long-term viability of development financing but also to combat rising interest costs, foreign debt, and the declining value of foreign exchange reserves in the oil and gas industry.

Table 2. Plantation Plants by Commodity and Regency

Regency/City in Whole East Java	Area of Plantation Plants by Commodity and Regency/City (Hectares)
	Kopi
	2021
Jember Regency	18. 318
Banyuwangi Regency	17. 846
Bondowoso Regency	18. 338

A forest is a unitary ecosystem made up of land that contains biological resources and is home to hundreds of different species of animals and plants. The forest fulfills three roles: one as a producer, one as a means of conservation, and one as a means of protection⁶. The purpose of forest utilization is to safeguard forests, forest products, forest areas, and their surrounding environment, as mandated by Law No. 19 of 2004 regarding the Forest⁷. Forest management is primarily the responsibility and authority of the government or regional government; however, the government also requires the community's assistance to ensure the beauty and preservation

⁵ Riri Rahayu, 'Awali Perdagangan Ekspor 2023, 50 Kontainer Biji Kopi Indonesia Dikirim Ke Mesir', 2023 <<https://bisnis.tempo.co/read/1675626/awali-perdagangan-ekspor-2023-50-kontainer-biji-kopi-indonesia-dikirim-ke-mesir>>.

⁶ Dwy Indah Febrianti, 'Pelaksanaan Perjanjian Kerjasama Antara PT. Perhutani Dengan Masyarakat Di Kawasan Desa Precet Kecamatan Wagir Kabupaten Malang', 2021 <<http://repository.unisma.ac.id/handle/123456789/1459>>.

⁷ I Gusti Ayu Ketut Rachmi Handayani and others, 'Environmental Management Strategy in Mining Activities in Forest Area Accordance with the Based Justice in Indonesia', *Journal of Legal, Ethical and Regulatory Issues*, 21.2 (2018), 1–8.

of forest areas⁸. Perhutani plays an important role in forest areas from forest use to forest preservation. In this regard, Perhutani plays a crucial role in forest management as a forest landlord, a forest enterprise, and a forest conservation institution, which are the three management rights of Perhutani⁹. A program known as Community Forest Management (PHBM) is carried out by Perhutani. PHBM aims to expand the roles and responsibilities of Perhutani, village communities, and other parties interested in the functions and benefits of forest area management¹⁰. To reach all productive sources and support the potential of the villages surrounding the forest, Perhutani's Joint Community Forest Management Program (PHBM) needs a lot of community labor. Within the East Java region, Perum Perhutani is divided into 23 Forest Management Units (KPH), 196 Smaller Units of Forest Management Unit (BKPH), and 693 Forest Management Resort (RPH).

Mulyorejo Village, located in Silo District, Jember Regency, East Java, is mostly a forest area and the people are coffee farmers. Therefore, most of the forest area management in Sidomulyo Village is coffee plantations and is the best Robusta coffee-producing village. The utilization of this coffee product is great potential to support and develop the village in terms of economic factors or the welfare of its people. The management of coffee land in Sidomulyo village has been regulated in a Cooperation Agreement among Perum Perhutani KPH Jember and Forest Village Community Institutions (LMDH) and Village-Owned Enterprises (BUMDES). Based on the news from Radar Jember, Mulyorejo Village has become one of the coffee producing villages in Jember. The type of coffee widely grown in these forest areas has become the main commodity for the community's prosperity. However, currently its condition is not good. Perhutani as a local community partner in the utilization of forest land under the name of agroforestry cooperation, is expected to be able to reconcile and take action for that problem. Public Relations of Perhutani KPH Jember Eko said that in Mulyorejo Village, Silo District, his party has a cooperation agreement with the local community. It is the utilization of forests for coffee plantations. "If coffee has a cooperation agreement, it's called agroforestry, it's the community partnering with Perhutani,"¹¹ he said, which is of course, very worrying. Therefore, this dedication article seeks to find a solution that benefits both parties.

⁸ Rofi Wahanisa, 'Model Pengelolaan Hutan Bersama Masyarakat (PHBM)', *Yustisia Jurnal Hukum*, 4.2 (2015), 416–38 <<https://doi.org/10.20961/yustisia.v4i2.8660>>.

⁹ Iwan Permadi, 'Perlindungan Hukum Terhadap Petani Penggarap Tanah Negara Milik Perum Perhutani', *Arena Hukum*, 9.2 (2016), 225–51 <<https://doi.org/10.21776/ub.arenahukum.2016.00902.5>>.

¹⁰ Ahmad Subairi, Sukidin Sukidin, and Pudjo Suharso, 'Implementasi Program Pengelolaan Sumberdaya Hutan Bersama Masyarakat (PHBM) Pada Perum Perhutani Kesatuan Pemangku Hutan (KPH) Jember (Studi Kasus Pada Lembaga Masyarakat Desa Hutan (LMDH) Wana Jaya Negara Desa Badean Kecamatan Bangsalsari Kabupaten Jember', *JURNAL PENDIDIKAN EKONOMI: Jurnal Ilmiah Ilmu Pendidikan, Ilmu Ekonomi Dan Ilmu Sosial*, 15.1 (2021), 152–61 <<https://doi.org/10.19184/jpe.v15i1.21283>>.

¹¹ Radar Jember, 'Menanti Solusi Perhutani Ke Daerah Penghasil Kopi Hutan Desa Mulyorejo', 2022 <<https://radarjember.jawapos.com/berita-jember/06/08/2022/menanti-solusi-perhutani-ke-daerah-penghasil-kopi-hutan-desa-mulyorejo/>>.

RESEARCH METHOD

The determination of the study area was carried out purposively (using the purposive method). The research area or location chosen is in Mulyorejo Village, Silo District, Jember Regency, East Java. This decision was made with the consideration that Mulyorejo Village has experienced forest conversion into coffee-based agroforestry land and is currently experiencing conflict-prone areas. The research method used is community development with a case study approach. According to Sugiyono¹², the qualitative research method is a research method based on postpositivism or interpretive philosophy, used to examine the condition of natural objects, where the researcher is the key instrument and data collection techniques are carried out by triangulation (a combination of observations, interviews, documentation), the data obtained tends to be qualitative, data analysis is inductive/qualitative in nature, and research results are to understand the meaning, understand the uniqueness, construct phenomena, and find hypotheses.

Determination of key informants using the purposive method and supporting informants using a snowball. The key informants were Kusrini, and supporting informants: Paijo, Supeno, Markijo, Munarwan and Kaiman. Data collection was carried out through three approaches; interviews, observation, and documentation. The analytical method uses the Miles and Huberman interactive model. Data activities in data analysis are data reduction, data display, and conclusion¹³. Test the credibility of the data using source triangulation and technique triangulation. Source triangulation was carried out to test the credibility of the data by checking the overall data obtained from various sources; data from farmers, heads of LMDH and Perhutani. Technical triangulation is done by testing the validity of the data by checking the same data in different ways.

A. Counselling Method



Picture 1. Community engagement program

¹² Sugiyono Sugiyono, 'Metode Penelitian Kuantitatif Kualitatif Dan R&D', *CV. Alfabeta, Bandung*, 2017.

¹³ Joanne Neale, 'Iterative Categorization (IC): A Systematic Technique for Analysing Qualitative Data', *Addiction*, 111.6 (2016), 1096–1106 <<https://doi.org/10.1111/add.13314>>.

Agricultural extension is defined as a system of out-of-school education in the field of plantations for farmers, their families and members of the agricultural community so that their dynamics and abilities in improving life and livelihoods with their own strengths can develop so as to increase their role and participation in agricultural development (SKB Minister of Home Affairs and Minister of Agriculture Number 54, April 10, 1996). Thus agricultural extension requires independence because the independence and quality of the agricultural community can be developed through simultaneous agricultural extension activities, it is the transfer of agricultural innovation technology which is aligned with the development of community resources. Extension methods can be implemented through individual, group, and mass methods.

B. Training Method



Picture 2. Community involvement initiative

Training activities use lecture, discussion, and tutorial methods. The lecture method is used to provide participants with a complete understanding of agroforestry management with a *muzara'ah* contract, in addition to coffee plantation management and its technology. The lecture session describes the material framework in a complete, clear, easy-to-understand, and applicable way. The lecture method in this training endeavored to avoid protracted theoretical discussions and put more emphasize on examples of partnership cases experienced by farmers themselves and finding the best solution for the parties. Presentation of the material followed by questions and answers and discussion.

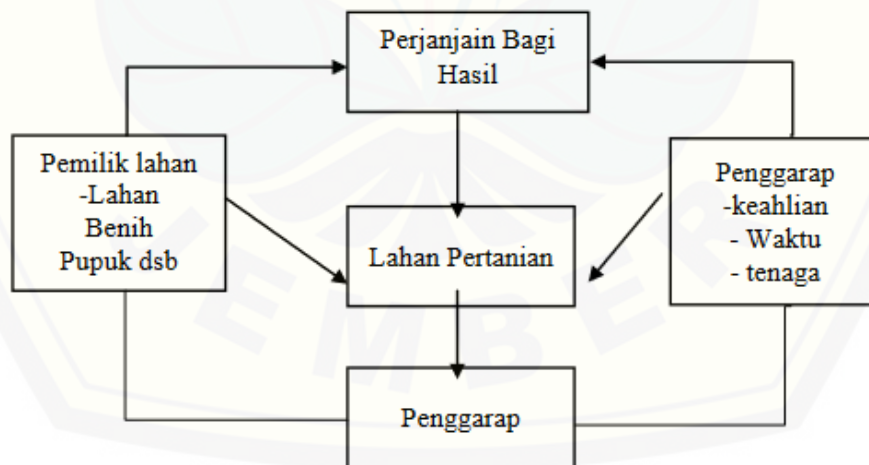
C. Assistance Method



Picture 3. External relations program

In increasing understanding for the Perhutani KPH Jember partner village community in terms of agroforestry with a *muzara'ah* contract, mentoring activities were carried out for the parties. In addition, periodic evaluations are also carried out regarding the implementation of the *muzara'ah* contract, so that this activity can be sustainable and in the end can be profitable for the parties and the best coffee-producing village in Jember Regency is formed.

D. Service Implementation Framework



Source: Personal Analysis Results

Picture 4. Sharing economy model

The landowner is Perhutani KPH Jember, who provides land, seeds, and fertilizer and teaches the process of planting and caring for coffee plants. Cultivator is a group of farmers who are members of LMDH/BUMDES, as a labour provider for all work related to the coffee plant

until the harvest. Then, profit sharing is carried out based on mutual agreement and has a time period. The form of the agreement is written, then academics and local government must be there as supporting parties in the collaboration process.

RESULT AND DISCUSSION

Concept of Muzara'ah Contract in Agroforestry for Coffee Plantations between Perhutani KPH Company and Mulyorejo Village

Agroforestry is a system of forest utilization combining forest plants and agricultural crops to support welfare regarding economic factors and forest sustainability. Agroforestry is a term for traditional land use practices with elements of land use by humans, application of technology, components of seasonal crops, annual crops or livestock, which coincide and take turns in a certain period, and social, ecological and economic interactions¹⁴. Agroforestry in Mulyorejo Village is implemented with the Forest Village Community Institution (LMDH) and Village Owned Enterprises (BUMDES). An agroforestry system can be used to use forest areas, which can keep forests healthy and increase the village's potential. With the hope that social change will occur a presentation of social dynamics and that social change will involve the dimensions of space and time, the application of agroforestry, which is intended as an ecological and economic improvement, brings about social and economic changes. The spatial dimension refers to the area where social change occurs and the conditions surrounding it. This dimension also includes the historical context that occurred in the region. The time dimension in change includes the context of the past, present and future. Socio-economic is the position or position of a person in the human group, which is determined by the type of economic activity, income, level of education, age, type of residence, and wealth owned.

¹⁴ Bruno Verbist, Andree Ekadinata Putra, and Suseno Budidarsono, 'Penyebab Alih Guna Lahan Dan Akibatnya Terhadap Fungsi Daerah Aliran Sungai (DAS) Pada Lansekap Agroforestri Berbasis Kopi Di Sumatera', *Agrivita*, 26.1 (2004), 29–38.

Produksi Hasil Hutan Non Kayu Menurut Jenis Produksi, 2017

Jenis Produksi	Satuan	2017
1. Getah Pinus	Ton	32 531
2. Daun Kayu Putih	Ton	20 158
3. Lak Cabang	Ton	12
4. Bambu	Btg	3 003 162
5. Kokon	Kg	25 905
6. Cengkeh	Kg	566 924
7. Kopi	Kg	20 158
8. Minyak Kayu Putih	Kg	23 770
9. Gondorukem	Ton	4 987
10. Terpentin	Ton	12
11. Lak Butiran	Ton	32 531
12. Benang Sutera	Kg	-
JUMLAH		3 730 150

Source: East Java Forestry Service

Picture 5. Non-timber forest products

Based on the data above, the coffee plantation industry still has room for improvement to meet human needs. Plantations not only provide the nation with food, but they also provide the community with income to meet its needs. The agricultural industry (agribusiness) is the foundation for rural economic expansion and plays a very strategic role in reducing poverty and increasing farmer incomes. However, financing issues have hampered the farmers' ability to expand their businesses up until this point. The fact that the agricultural sector does not receive any support from the state clearly indicates that the agricultural sector still receives very little funding. Even though there are numerous current financing options, this industry still receives very little funding in comparison to other industries.

Collaboration in the management of coffee plantations can also be carried out in relation to farmer profit sharing with Perhutani where the profit sharing system comes from coffee agroforestry management. The Community Based Forest Management (PHBM) Act in Chapter X Article 11, Paragraphs (1-4), briefly states that the value and proportion of sharing in the management of forest resources with the community are determined according to the value and

proportion of the input of production factors contributed by each party (Perhutani, surrounding community, and interested parties). The sharing determination is set forth in the forest resource management agreement. The application of profit-sharing with agroforestry farmers, who are encouraged to share with Perhutani once a year, is similar to the existing Islamic concept of muzara'ah, which includes a concept of profit sharing.

Etymologically, *Al-Muzara'ah* has two meanings, the first is *Tharb Al-Zur'ah* (throwing plants), and the other meaning is *Al-Hadzjar* (stock). The first meaning is the figurative meaning and the second meaning is the essential meaning. *Muzara'ah* is a collaboration between landowners and land cultivators with a production sharing agreement, the amount of which is according to a mutual agreement. The *muzara'ah* contract is almost the same as the initial lease (*ijarah*) contract, but ends with a *syirkah* contract. Thus, if the seeds come from cultivators, then the *asyid* of the transaction is the benefit of the agricultural land, but if the seeds come from the landowner, the object is charity/cultivator, but if the harvest has been produced, the two are partners to get a certain share. Soil or land is important in the agricultural sector. In the book of *Mu'amalah Interpretation of Legal Verses (Fiqh Al-Qur'an) Tafsir Al-Burhan Al-Ahkam Edition* said that the perpetrator of the contract, both of them must be people who have the ability to act: *Baligh*, self-determined, and *asyid*. In the concept of *Muzara'ah*, both parties must know what they will planted, and workers are required to get a share of the trees produced, it can be a third or a quarter. In Islamic teachings, it is recommended that if someone owns land or agricultural land, then they should use and cultivate it. The processing of agricultural land can be done in various ways as taught by Islam, such as by cultivating it themselves or by lending it to someone else to work on using the profit-sharing muzara'ah system. The application of coffee agroforestry with the muzara'ah system is expected to provide economic changes to farmers who have been working as farmers for a long time. The availability of land and the application of coffee agroforestry with the muzara'ah concept is expected to improve the economy. Unlike the case with farmers who initially did not have a job or became farm labourers, the application of agroforestry was considered capable of providing opportunities to work and generate income.

The Cooperation Agreement is a form of the legal contract containing the rights and obligations of the related parties which have been mutually agreed upon and are binding. An agreement has been regulated in article 1313 of the Indonesian Civil Code (KUHPPerdata). An agreement is an act of one or more people who bind themselves to each other or make an agreement to achieve a common goal. According to the expert, Subekti, an agreement is an event where someone promises to another person or two people promise each other to do something¹⁵.

¹⁵ Niru Anita Sinaga, 'Peranan Perjanjian Kerja Dalam Mewujudkan Terlaksananya Hak Dan Kewajiban Para Pihak Dalam Hubungan Ketenagakerjaan', *Jurnal Ilmiah Hukum Dirgantara*, 7.2 (2018), 30–45

In this instance, the cooperation agreement aims to maximize the forest's potential for community prosperity and forest sustainability¹⁶. In accordance with a type of *muzara'ah* contract in which one party provides the land and the other parties provide the tools, seeds, and labor (work), Perhutani grants coffee land management permits to farmers as long as the farmers or the community want to maintain and repair forest damage in the management of forest areas for Agroforestry cultivation. The status of cultivators as tenants of land with compensation is also legally permissible in this second form of *muzara'ah*.

Collaboration necessitates a number of agreements because it involves two distinct parties working together toward the same objectives. The agreement consists of provisions that will serve as the legal basis for the operation of the profit-sharing activity. These provisions include rules and authorities that both parties have established. As was discussed in the preceding chapter, the goal of the partnership agreement is to provide partners with assurances of legal certainty. If one of the partners violates a mutually agreed-upon promise in the partnership agreement, causing harm to one of the partners, having a partnership agreement is absolutely necessary to ensure that the parties receive legal protection. The term "legal protection" can also be interpreted as "protection by using the means provided by law, aimed at protecting certain interests," specifically by creating a legal right for those interests¹⁷. In contrast to these two definitions, a third definition of legal protection is an effort to protect human rights that are violated by others, giving the community access to the rights granted by law¹⁸.

In an effort to provide legal protection for the people of Mulyorejo Village, we are based on the opinion of Philipus M. Hadjon who divides legal protection into 2 (two) forms¹⁹:

1. Preventive legal protection, aims to prevent disputes from occurring, which gives the people to submit objections (*inspraak*) or opinions before the government's decision gets a definitive form, which is very meaningful for government actions based on freedom of action because the government is encouraged to be careful in making decisions based on discretion;
2. Repressive legal protection, aims to resolve disputes, including the handling of legal protection for the people by general courts and administrative courts in Indonesia

<<https://doi.org/10.35968/jh.v7i2.132>>.

¹⁶ Munailatis Zahro, Sri Subekti, and Lenny Widjyanthi, 'Perubahan Sosial Ekonomi Petani Agroforestri Berbasis Kopi Di Kabupaten Jember Jawa Timur', *JKMP (Jurnal Kebijakan Dan Manajemen Publik)*, 5.2 (2017), 159–68 <<https://doi.org/10.21070/jkmp.v5i2.1313>>.

¹⁷ Harjono Harjono, 'Konstitusi Sebagai Rumah Bangsa', *Sekjen Dan Kepanitraan Mahkamah Konstitusi, Jakarta Pusat*, 2008.

¹⁸ Satjipto Rahardjo, *Menggagas Hukum Progresif* (Semarang: Pustaka Pelajar, 2007).

¹⁹ Siti Nurhayati, 'Social Inclusion for Persons with Disabilities through Access to Employment in Indonesia', *Prophetic Law Review*, 2.1 (2020), 1–21 <<https://doi.org/10.20885/PLR.vol2.iss1.art1>>.

Referring to the two forms of legal protection initiated by Philipus M. Hadjon, it can be seen that if they are linked to a partnership agreement, the partnership agreement becomes a form of preventive legal protection carried out by the partnering parties to prevent disputes from occurring in the future. Despite the fact that Perhutani and the village community that manages the coffee plantation have determined their respective rights and responsibilities, neither party receives legal protection in the event of a dispute arising from the partnership agreement. Therefore, the implementation of the collaboration between Perhutani and the village community that manages the coffee plantation should be documented in a written agreement to ensure that it has good legal force. Given that there is no written evidence in the form of this partnership agreement, particularly regarding pricing that is not done in writing, it can change unilaterally at any time.

As the owner of the land, Perhutani should provide guidance on the management of coffee land from the beginning to harvest so that the land is more useful, because in Islam itself it has provided solutions for the use of agricultural land with a system that better shows the values of justice for both parties by way of cooperation for results using *muzara'ah* system. Rights based on the Indonesian Thesaurus, etymologically means freedom, sovereignty, privilege, power, feasibility, authority, authority, prerogative, property or belonging. In line with this meaning, Soeroso stated his opinion that rights are the authority or power granted by law to legal subjects. In line with Soeroso's opinion, Meijers in Peter Mahmud Marzuki defines rights as a person's authority recognized by law to fulfil his interests. Another opinion about rights was also expressed by Van Apeldoorn in Endrik Safudin's work, where he stated that rights are laws related to a human being or a particular legal subject, thus giving them power²⁰ Rights are also defined as demands or can also be made by or on behalf of an individual or group under certain conditions or powers²¹. In relation to some of the definitions of rights above, C.S.T. Kansil in Endrik Saifudin divides the main rights in each legal subject into 2 (two); absolute rights and relative rights. Absolute rights are rights that give authority to someone to do something, where this right can be defended from anyone and everyone must also respect that right, while relative rights are rights that give authority to a certain person or certain people to demand that someone or certain other people give something²². The rights contained in a partnership agreement enter into relative rights, because most of the relative rights exist in contracts that arise based on the agreements of the parties involved in the partnership agreement²³. Furthermore, rights seen from a legal perspective have the characteristics as emphasized by Fitzgerald, including:

²⁰ Endrik Safudin, *Dasar-Dasar Ilmu Hukum* (Malang: Setara Press, 2017).

²¹ Morris Ginsberg, *Keadilan Dalam Masyarakat* (Bantul: Pondok Edukasi, 2003).

²² Endrik Safudin, *Loc. Cit. Also See Hasim Purba. Suatu Pedoman Memahami Ilmu Hukum* (Meand: Cahaya Ilmu, 2006).

²³ Safudin, *Loc. Cit. Also See Hasim Purba. Suatu Pedoman Memahami Ilmu Hukum*.

1. The owner or subject of the right is the person to whom the right is attached. Additionally, he is referred to as the owner of the goods that are the subject of the right;
2. There is a correlative relationship between rights and obligations because a right is directed towards another person, specifically the obligation holder.
3. A person's right obligates the other party to perform (commission) or not perform (omission) an act. This is referred to as the rights' content;
4. *An object of rights is something that is the subject of a commission or omission;*
5. Every legal right has a title, which is a specific event that causes the right to be attached to its owner.

Based on the preceding explanation, and given the significance of the rights stipulated in the cooperation agreement, they must be observed and carried out. This is because the parties to the agreement based it on the principle of *pacta sunt servanda*, which states that the agreement applies to the parties to it like a law and must be followed and carried out in good faith. The implementation of obligations as a legal act to fulfill the rights of each partnering party thus demonstrates the reciprocal form of fulfilling the agreement's rights that must be kept and obeyed.

The explanation above shows that rights and obligations are two things that are interrelated and play an important role in the cooperation agreement. Rights and obligations are key in the same jurisprudence and ethics where rights contain demands on good conditions and obligations are expected to contribute to good²⁴. The existence of rights on someone shows that everyone has a privilege, authority, or power, and the existence of an obligation on someone means that an attitude or action is requested from them that is in accordance with the right that exist in other people²⁵. In relation to that, Rights and obligations have the same position, so the implementation must be balanced. This means that the parties cannot continue to claim rights without fulfilling obligations. Therefore, in a partnership agreement, the balance between the rights and obligations of the partnering parties is crucial as the basis for considering the birth of the partnership agreement. If the rights and obligations are balanced, justice will be created where all rights and obligations have been fulfilled. Justice requires proportional, appropriate, and balanced action that is in harmony with every person's rights. This must be stated in the cooperation agreement as a form of legal certainty for the partnering parties. Suppose the practice of coffee agroforestry with the concept of a muzara'ah contract can be realized in accordance with the provisions discussed above. In that case, the application of profit sharing

²⁴ Ginsberg.

²⁵ Theo Hujibers, *Filsafat Hukum* (Yogyakarta: Kanisius, 1995).

using a muzara'ah contract will positively impact the socio-economic growth sector. This includes mutual assistance between landowners and those who work on the land, which is mutually beneficial and gives rise to a sense of justice and balance.

CONCLUSION

The application of agroforestry with the *muzara'ah* concept is expected to bring socio-economic changes to farmers in Mulyorejo Village, Silo District, Jember Regency. It is hoped that this approach can minimize social conflicts and positively impact socio-economic changes. The cooperative partnership concept between farmers and Perhutani, related to forest conversion land management into coffee-based agroforestry and profitable sharing, can increase coffee exports in Jember Regency. This, in turn, can improve the welfare of the village community and increase farmers' economic growth, serving as a model for other Perhutani communities in other regencies for agroforestry maintenance and development of non-forest product businesses involving farmers around the forest.

RECOMMENDATION

The Regional Government of Jember Regency can provide letters of credit guarantee support for farmers to make capital loans through Bank Jatim. Nonetheless, Perhutani KPH Jember still needs to provide farmers with additional counseling and assistance related to coffee agroforestry using the muzara'ah concept to sustain agroforestry, resulting in forest improvement and farmer economic growth.

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