

Fishing group catch sharing system: An Islamic perspective

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Abstract

This research aims to analyze the practice of the profit-sharing system between boat owners and fishermen in Paluh Sibaji Village, Pantai Labu Subdistrict, from the perspective of Islamic economics. Data were collected through direct observation in the field, in-depth interviews with ship owners and crew members, and documentation. The results show that this practice is in line with the *mudharabah* contract in Islamic economics, where the ship owner acts as *shahibul maal* and the fishermen as *mudharib*. Key values such as justice, willingness (*ridha*), and deliberation have been applied in the profit-sharing process. However, the absence of a written contract may lead to conflict or uncertainty regarding the rights and obligations of the parties, especially in emergencies or work accidents. Therefore, written records are highly recommended as a form of rights protection and transparency, by the principles of *maqashid sharia*, especially in the aspects of protecting property (*hifzh al-mal*) and soul (*hifzh al-nafs*).

Public Interest Statement:

This research examines the fish catch sharing system between boat owners and fishermen in Paluh Sibaji Village, Pantai Labu Subdistrict, highlighting its importance for coastal communities. Through the analysis of traditional, oral practices, it emphasizes the need for fairness, transparency, and the protection of fishermen's rights. The findings reveal the local economic dynamics and advocate for written documentation to prevent conflicts and enhance fishermen's welfare. Ultimately, this study aims to inform better fisheries policies and support just and sustainable Islamic economic principles.

Keywords: Profit sharing system, fishing catch, fishermen, islamic economics, Mudharaba.

Paper type: Case Study

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Abstrak

Penelitian ini bertujuan untuk menganalisis praktik sistem bagi hasil antara pemilik kapal dan nelayan di Desa Paluh Sibaji, Kecamatan Pantai Labu, dari perspektif ekonomi Islam. Data dikumpulkan melalui observasi langsung di lapangan, wawancara mendalam dengan pemilik kapal dan awak kapal, serta dokumentasi. Hasil penelitian menunjukkan bahwa praktik ini sejalan dengan akad mudharabah dalam ekonomi Islam, di mana pemilik kapal bertindak sebagai shahibul maal dan nelayan sebagai mudharib. Nilai-nilai kunci seperti keadilan, ridha, dan musyawarah telah diterapkan dalam proses bagi hasil. Namun, ketiadaan akad tertulis dapat menimbulkan konflik atau ketidakpastian mengenai hak dan kewajiban para pihak, terutama dalam keadaan darurat atau kecelakaan kerja. Oleh karena itu, pencatatan tertulis sangat dianjurkan sebagai bentuk perlindungan hak dan transparansi, sesuai dengan prinsip-prinsip maqashid syariah, terutama dalam aspek perlindungan harta (hifzh al-mal) dan jiwa (hifzh al-nafs).

Pernyataan Kepentingan Publik:

Penelitian ini mengkaji sistem bagi hasil tangkapan ikan antara pemilik perahu dan nelayan di Desa Paluh Sibaji, Kecamatan Pantai Labu, dan menyoroti pentingnya sistem ini bagi masyarakat pesisir. Melalui analisis praktik lisan tradisional, penelitian ini menekankan perlunya keadilan, transparansi, dan perlindungan hak-hak nelayan. Temuan ini mengungkap dinamika ekonomi lokal dan mengadvokasi dokumentasi tertulis untuk mencegah konflik dan meningkatkan kesejahteraan nelayan. Pada akhirnya, penelitian ini bertujuan untuk menginformasikan kebijakan perikanan yang lebih baik dan mendukung prinsip-prinsip ekonomi Islam yang adil dan berkelanjutan.

Keywords: Sistem bagi hasil, tangkapan ikan, nelayan, ekonomi Islam, *Mudharaba*.

Introduction

Cooperation is a form of collaboration between two or more parties, centered on a commitment to support one another and share responsibilities in achieving common goals effectively. It plays a crucial role in social life, particularly in the fisheries sector, which is a key component of the coastal community's economy. One example is Paluh Sibaji Village, located in the Pantai Labu Subdistrict of Deli Serdang Regency, North Sumatra. This village is situated along the Malacca Strait and is surrounded by several other villages. The majority of the population consists of Malays who work as fishermen.

In the context of Islamic economics, this concept of cooperation is referred to as muamalah, which encompasses all forms of interaction between individuals regarding economic and social matters, guided by Sharia principles. Cooperation within the Islamic economy fosters harmonious, equitable, and mutually beneficial relationships. Thus, the concept of muamalah is highly relevant when describing the collaboration between boat owners and fishermen in Paluh Sibaji Village, where trust and shared responsibility serve as the foundational principles. Research by Batu Bara et al. (2022) reveals that most residents of Paluh Sibaji Village rely on fishing for their livelihoods, with around 600 involved in the fishing industry. Approximately 203 others work in different sectors. The primary occupation is as fishermen, often organized in groups of 3-5 on boats without formal contracts. The relationship between boat owners, known as tokeh, and the crew is based on trust and verbal agreements. The tokeh provides all necessary supplies for fishing, while the crew manages the fishing operations. This long-standing system is viewed as fair and acceptable by both parties.

Fishing activities in Paluh Sibaji Village involve various water transportation methods, primarily local boats. Fishermen utilize different gear such as nets, fishing rods, GPS longlines, and bubu. Each boat typically has one tekong, who drives the boat and ensures the crew's safety, along with three crew members who perform tasks like pulling nets and sorting the catch. Fishing trips last for four days and nights, with catches sold at the Fish Auction Center (TPI) as per agreements. The division of results is generally a 6.5 ratio, where the boat owner receives two parts of the catch after deducting operational costs and retains the right to sell it. The owner also provides the boat, gear, food, and must handle repairs unless damage is due to crew negligence.

In revenue sharing, the tekong (captain) typically receives 1.5 shares, reflecting his greater responsibilities, such as leading the voyage and ensuring crew safety. The crew also gets shares based on their roles and contributions, along with supplies from the ship owner before fishing. Their obligations include performing fishing activities, maintaining equipment, and handling any damage from negligence. This traditional system, while effective, faces challenges like limited gear, weather risks, and safety concerns. The lack of a written contract can further lead to uncertainty and conflicts among crew members. Research by Adriana Sari et al. (2022) in Singkuang Village indicates that fishermen and ship owners share profits 50:50 after costs, relying on mutual trust and verbal agreements. Crew shares vary by contribution, but incomes are uncertain due to weather, prompting some to switch to seaweed processing. Pratama and Tumirin's study in Campurejo Village shows profit-sharing differs by the boat master's involvement: if the owner does not fish, the split is 25% for them, 25% for the captain, and 50% for the crew; if they do, it is 50:50. Researchers suggest simple record-keeping to ensure fairness in line with Islamic principles. Dzikron et al. focus on Tanjung Saleh Village, where a *mudharabah* contract splits profits 50/50 post-costs, supported by witness testimony despite the lack of written agreements, which complicates disputes. These findings underline the need for fair profit-sharing systems grounded in Islamic economic principles.

The primary focus of this research is to assess how the boat owner and the crew implement the profit-sharing system and ensure that profit sharing is done fairly and transparently. From the perspective of Islamic economics, the principle of justice demands a balanced distribution of income by the principle of *maqashid* sharia, which emphasizes the welfare of workers. The objectives of *maqashid* sharia are to protect religion (*hifdz al-din*), protect the soul (*hifzh al-nafs*), protect property (*hifzh al-mal*), protect offspring (*hifdz al-nasl*), and protect the intellect (*hifdz al-aql*) (Joni Hendra et al., 2022). The five dimensions are a unified whole and cannot be separated, so that the ultimate goal in Islamic economics, *falah*, can be achieved (Imsar et al., 2023). In addition, this study examines the profit-sharing system applied through the *mudharabah* or *musyarakah* contract approach to assess whether the ongoing practices align with the principles of contracts in Islamic economics. This research analyzes the fish catch profit-sharing system between fishermen and boat owners in Paluh Sibaji Village, Pantai Labu Subdistrict, focusing on its alignment with Islamic economic principles, particularly justice and transparency. It compares the sharing mechanisms and agreements used in the village, highlighting the importance of written documentation to reduce uncertainty. The study evaluates whether the profit-sharing system embodies principles of fair income distribution, protects fishermen's welfare, and aligns with ethical values in Islamic economics.

Literature Review

Profit sharing system

The term *profit sharing* in foreign terminology is known as *profit* sharing, which generally refers to the mechanism of sharing part of the company's profit with employees as part of the

compensation system for their contribution to the company's operations. (Latifah & Perdana, 2023) . A profit-sharing system is a mechanism that involves an agreement between two or more parties in running a business, where the agreement stipulates that the parties will share the profits obtained from these business activities (Toyyibi & Pertiwi, 2021). Profit-sharing systems are a form of cooperation between parties who provide capital and other parties who are responsible for managing the business with expertise and management, so that economic goals can be achieved optimally (Hamsiah Hamasah et al., 2024). .

In Islamic economics, the concept of cooperation like this is called *muamalah*, which includes all forms of interaction between individuals in economic and social aspects based on sharia principles (I. Siregar et al., 2024). The profit-sharing ratio is determined based on a percentage of the profit earned. The determination of the ratio is usually agreed upon by considering the contribution of each party, the expected profit prospects, and the level of risk that may arise. The principle of justice is based on Islamic Sharia values (Arif et al., 2023). According to Ibn Khaldun, welfare will be realized if the economic components support each other and are connected. This idea was later referred to by M. Umer Chapra as the cycle of justice, which is a reciprocal relationship that creates justice in the economic system (Yusrizal & Bi Rahmani, 2023). The profit-sharing system reflects this value, as it emphasizes fairness in cooperation and equal sharing of results.

The profit-sharing mechanism primarily employs two methods: Profit Sharing and Revenue Sharing. Profit sharing divides net profits, which are total income after deducting costs, to measure the fund manager's success in meeting agreed profit-sharing terms (Nasution et al., 2023). In contrast, revenue sharing is based on gross revenue, calculated by multiplying the number of goods sold by the price per unit, and reflects total income before cost deductions (Muhammad et al., 2024). This system involves an agreement between investors and entrepreneurs, where the investor provides capital to be managed according to Sharia principles, with both parties agreeing on capital amounts, profit-sharing ratios, and agreement duration (Huddin et al., 2024).

Islamic economics is a different and comprehensive system because it combines moral elements, Islamic values, and social principles in its economic activities. This system relies on the principles of justice (*'adl*), benefit (*maslahah*), cooperation (*shirkah*), and the value of openness and responsibility. In carrying out fair transactions, Islamic economics proposes profit-sharing models such as *mudharabah* and *musyarakah* as an alternative to the interest system in conventional economics (Abdillah & Baidhowi, 2025). The basic principles in the Islamic financial system emphasize the prohibition of *usury*, uncertainty or *gharar*, and speculative activities such as *gambling* (Soemitra, 2021). In addition, Islamic finance is also based on the concept of *maslahah*, which means efforts to realize benefits, namely bringing benefits and preventing losses or harm (Rachmad et al., 2022).

Mudharabah agreement

The term *mudharabah* derives from the Arabic word *darb*, which encompasses various meanings, such as joining and mixing (Mutia et al., 2024). It represents a cooperative arrangement where the capital owner (*shahibul maal*) provides 100% of the capital to the business manager (*mudharib*) based on a profit-sharing agreement. In this partnership, the capital comes solely from the owner, while the manager utilizes their expertise to run the business (Rahma & Andri Soemitra, 2019). According to Zuhaily, profits are divided as per the contract, typically in percentage form (*nisbah*). The capital owner bears the loss unless it is caused by the manager's negligence, in which case the manager is responsible for the loss in terms of time and effort (Almahmudi, 2022).

According to the Hanafi *madzhab*, *mudharabah* is a profit-sharing cooperation contract in which the owner of the capital provides funds while the other party is in charge of managing them according to the legal rules applicable to the manager's conditions. The Maliki school views *mudharabah* or *qiradh* as a contract for the transfer of capital in the form of gold or silver from the owner of the funds to the manager for immediate management. Meanwhile, the Shafi'i *madzhab* defines *mudharabah* as a contract for the transfer of funds from one party to another to be cultivated, with the distribution of profits determined by agreement and meeting certain conditions (Asep Dadang Hidayat, 2020). According to the *fiqh* experts, *mudharabah* is an agreement in which one person hands over their capital to another party to run a business based on trade principles. The profits obtained will be divided according to mutual agreement, for example, half ($\frac{1}{2}$), a quarter ($\frac{1}{4}$), or other proportions. If there is a loss that is a business risk and not due to the manager's fault or violation, then the loss must be borne by the owner of the capital. On the other hand, the manager only loses the right to a share of the profits, as well as the time and effort that have been spent (Umar, 2022). *Mudharabah* or *qiradh* is a type of cooperation or partnership contract that was known before the Islamic period and is also called *muamalah* because it contains the principle of mutual assistance and complementarity between fellow human beings. This agreement has benefits and does not conflict with the objectives of Islamic law (Nugraha, 2022).

Mudharabah is one of the contracts allowed in Islam because it provides benefits for all parties involved. This contract serves as a means to connect parties who have more capital but lack the expertise and business opportunities, with parties who have the expertise and opportunities to manage the business. However, in this contract, it is not allowed to add new capital to start a business. (Asy'ari & Yazid, 2023). The principles of *mudharabah* cannot be separated from the principles of *mu'amalah* in Islam. Therefore, the implementation of *mudharabah* must always refer to the provisions of Islamic law and the rules of *fiqh muamalah* as the primary reference. In other words, the suitability of the *mudharabah* mechanism is highly dependent on the harmony with the principles of Islamic *muamalah*. The principles of *mudharabah* in Islamic *muamalah* include the following (Imam Fawaid et al., 2025): *Mudharabah* contracts must be made in accordance with the provisions allowed in Islamic law. The agreement in the contract must be made voluntarily without coercion from any party. This agreement aims to bring benefits and avoid all forms of loss or *damage*. Justice is an important principle that must be applied in the implementation of the contract.

According to Karim, there are several important elements (pillars) that must be fulfilled in a *mudharabah* contract, including: The perpetrators of the contract, namely the owner of the capital and the business executor. In a profit-sharing system, there must be at least two parties, namely the owner of the capital (*shahib al-mal*) and the business manager (*mudharib*). The object of *mudharabah* is capital and labor. The capital provided by the capital owner can be in the form of money or goods. In contrast, the labor contribution provided by the manager includes expertise, skills, selling ability, management, and others. There is mutual consent (*ijab-qabul*) from both parties. This agreement reflects the principle of *antaraddin minkum*, which is an agreement made voluntarily and without coercion to bind themselves in a *mudharabah* contract. The profit ratio that characterizes the *mudharabah* contract is different from the sale and purchase contract. This ratio is a distribution of rewards that both parties are entitled to receive, where the *Mudharib* gets a reward for their effort. In contrast, the *shahib al-mal* gets a reward for the capital included (Saputra et al., 2024).

The legal requirements of *mudharabah* are closely related to the existing pillars. Some of the main requirements in this contract include: The capital or goods delivered must be in cash. Suppose the capital is in the form of gold, silver bars, jewelry, or other similar items. In that case, the *mudharabah* contract is considered invalid. The parties to the contract must have the ability to do *tasharruf* (management of assets). Contracts made by children, people who are not

of sound mind, or people who are under the control of another party are considered invalid. The capital must be clear and distinguishable from the profit, because this profit will be divided according to the agreement. The percentage of profit sharing between the capital owner and the business manager must be determined. The pronouncement of *ijab* by the owner of the capital and *qabul* by the business manager is also a condition for the validity of the contract (Wahidah et al., 2024).

The scholars agree that *mudharabah* is permissible based on the *Qur'an*, *Sunnah*, *Ijma'* and *Qiyas*. In the *Qur'an* letter Al-Muzzamil (73) verse 20, that Allah says:

وَاٰخَرُونَ يَضْرِبُوْنَ فِي الْاَرْضِ يَبْتَغُوْنَ مِنْ فَضْلِ اللّٰهِ

Meaning: *and others walk the earth seeking some of the bounty of Allah; ...* (Al-Qosbah Team, 2020)

Hadith narrated by Ibn Majah from Shuhaib r.a. that the Prophet said, "*There are three things in which there is blessing: selling on account, muqorodhah (mudharabah), and mixing wheat with flour for home use, not for sale.*" (Ibn Majah) (Muhammad bin Ismail Al-Kahlani, 1960). The evidence for *ijma'* is what was narrated by the congregation from the Companions that they gave orphans' property to do *mudharabah* on it, and no one denied it. Therefore, it is considered *ijma'*. *Mudharabah* is compared to *musaqah* because the community very much needs it. This is because in everyday life, there are rich and poor people. With the cooperation between the two parties, the needs of each can be combined, resulting in profit (Siregar, 2020). *Mudharabah* is divided into two types, namely *mudharabah muthlaqah* (*mudharabah* that is free or not bound) and *mudharabah muqayyadah* (*mudharabah* that is limited or bound to certain conditions) (Rahma & Andri Soemitra, 2019). *Mudharabah muthlaqah* is a form of cooperation in which the owner of the capital gives complete freedom to the manager to utilize the capital in a business that is considered profitable and appropriate. However, the manager is still obliged to manage the business with healthy and everyday business habits. *Mudharabah muqayyadah* is a type of cooperation in which the owner of the capital sets certain limits and conditions for the manager in the use of capital, such as the time of implementation, location, type of business, and other conditions.

Musyarakah agreement

The term *musyarakah* originates from Arabic, derived from the word *syarika*, meaning "ally" or "partner." In Arabic, *shirkah* refers to the merging of parts that become indistinguishable. Different Islamic schools interpret *shirkah* uniquely: the Maliki school views it as allowing parties to manage jointly, the Hanbali school sees it as a partnership with shared rights and authority, and the Shafi'i school defines it as joint ownership for mutual benefit. *Musyarakah* is a collaborative business effort where multiple parties contribute capital or labor for shared gains. This partnership is valid when all parties agree and commit to investing and sharing risks. *Musyarakah* financing is a contractual agreement that aligns with Islamic principles, where capital and business operations are jointly managed.

According to some scholars from the Hanafiyah school, the pillars of *musyarakah* consist of two main elements, namely *ijab* and *qabul*, because the validity of *musyarakah* depends on the existence of this agreement. Regarding contracts involving two parties and assets that are not contracts, the scholars explain the pillars of *musyarakah* as follows: *Sighat* (*Ijab* and *Qabul*), which is an expression or statement conveyed by both parties communicatively, consisting of *ijab* conveyed by the party providing capital and *qabul* as an acceptance from the recipient of capital, serving as the main requirement in a *musyarakah*

contract that shows the agreement of both parties. Additionally, Al-'Aqidain (Subject of Agreement) requires members to be mukallaf (meeting legal responsibility requirements), baligh (having reached maturity and the ability to distinguish right from wrong), and free from coercion. Furthermore, Mahallul Aqad (Object of Agreement) involves capital and management mechanisms, where the capital must be in the form of cash, gold, silver, or equivalent goods, business results, and jointly pooled assets according to the agreement, making it joint property with clear origins (Lestari et al., 2024). The terms of musyarakah include: no specific contract form (valid whether oral or written, though written documentation with witnesses is preferred), partners having sufficient competence for management authority, capital being cash, gold, silver, or equivalent trading assets/intangible rights like licenses and patents, and active involvement of all partners in the business, though profit-sharing and contribution levels may vary (Setiawan, 2022).

The legitimacy of musyarakah finds its foundation in Islamic law through Quranic injunctions, prophetic traditions, and scholarly consensus. In Surah Shaad (38:24), Allah SWT declares: *"And indeed most of those who join together, some of them do wrong to others, except those who believe and do righteous deeds"* (Al-Qosbah Team, 2020), establishing the ethical framework for partnerships. This divine principle is reinforced by the Prophet Muhammad's SAW exemplary conduct in business, as attested by As-Sa'ib, who praised him as *"the best partner"* during their pre-Islamic trade relations (Sahih, At-Ta'liq 'Ala Ar-Raudhah An-Nadiyyah 2/140) (Muhammad Nashiruddin Al-Albani, 2007). The permissibility of musyarakah is further solidified by ijma', with Ibn Qudamah noting in **al-Mughni** that Muslims universally acknowledge its validity despite minor juristic differences (Alimatul Farida, 2020). Fiqh scholars categorize musyarakah into two primary forms: Shirkah Amlak (non-contractual joint ownership) and Shirkah Uqud (contractual partnership). Shirkah Amlak encompasses both voluntary joint ownership (ikhtiari), such as co-purchased assets, and compulsory joint ownership (jabari), like inherited property. Shirkah Uqud manifests in five variants: Sharikah 'Inan (unequal capital/labor contributions with proportional loss-bearing), Syarikah Mufawadhah (equal capital, responsibility, and profit-loss distribution), Syarikah Wujuh (credit-based partnership relying on commercial reputation), and Syarikah Abdan (skill-based collaboration without monetary investment) (Sapinah et al., 2025), collectively providing a comprehensive system for Shariah-compliant business collaborations.

Fishermen's Catch

Fish catch is essential for fishermen's economic activities, representing success in marine fishing (Saselah & Manu, 2022). In Indonesia, fishermen in coastal communities often form groups to enhance collaboration in managing resources, improving productivity, and ensuring accountability (Ambarini & Sulisty, 2023; Wibisono et al., 2021). They can be categorized by fishing gear ownership into labor fishermen (using others' equipment), juragan fishermen (owning gear operated by others), and individual fishermen (owning and operating their gear) (Madjid, 2020). Furthermore, they are classified as full-time, part-time, or occasional fishermen, highlighting the diverse socioeconomic dynamics in these communities (Sri Rahayu, 2021).

Fisheries are vital for national economic development, creating jobs and supporting income distribution, especially for small-scale fishermen and fish farmers. Sustainability efforts are crucial to maintaining fish resources (Iry & Rain, 2020). Fishermen's incomes depend on their daily catch, which is essential for meeting their daily needs (Sari et al., 2023; Siregar et al., 2024). In Indonesia, fishermen utilize a range of fleets from traditional boats to modern motorboats (Axelius et al., 2022). The variety of fish caught, influenced by environmental factors and fishing techniques, reflects the health of the aquatic ecosystem, with common catches including mackerel and red snapper (Fawwaz & Rahim, 2025). Natural

conditions impact fishermen's livelihoods, with income fluctuating during different fishing seasons (Juliani & Aswitari, 2022; Kusuma et al., 2024). Key factors affecting income include season, fishing gear, experience, and climate. The rainy season limits fishing opportunities, while the dry season allows better access to the sea (Yogiswara & Sutrisna, 2021; Choirunnisa et al., 2022). High-quality fishing gear improves catch efficiency, and larger vessels can accommodate more advanced equipment, impacting catch diversity (Marasabessy et al., 2021; Harmain et al., 2020; Sinarjoan & Iskandar, 2023).

Methods

This research employs a qualitative case study approach to examine the profit-sharing system among fishermen in Paluh Sibaji Village, focusing on analyzing the cooperative relationship between boat owners and crew members while evaluating its alignment with Islamic economic principles of justice. The study seeks to comprehensively describe the existing profit-sharing mechanisms, assess their fairness according to Islamic economic standards, and explore the underlying factors influencing these arrangements as well as the relational dynamics between stakeholders. Data collection was conducted through multiple methods including in-depth interviews with boat owners and crew members to gather firsthand perspectives on profit distribution practices and perceptions of equity, direct field observations to document cooperative activities and understand the socioeconomic context of the fishing community, photographic documentation of research activities, and literature review of relevant books, scholarly journals, and articles to provide theoretical grounding and support for the analysis. This multi-method approach allows for a holistic understanding of the profit-sharing system's practical implementation and its conceptual foundations.

Data analysis was carried out using the Miles and Huberman method, which consists of three stages: data reduction, data presentation in the form of descriptive narratives, and drawing conclusions that integrate field findings with theory (Zulfirman, 2022). With this approach, the research is expected to provide a comprehensive picture of the implementation of the profit-sharing system in fishing activities, as well as assessing the extent to which the system reflects the principles of justice and can contribute to improving the welfare of fishermen from an Islamic economic perspective.

Results and discussion

The Practice of the production sharing system between ship owners and fishermen in Paluh Sibaji Village

Paluh Sibaji Village is one of the coastal villages located in Pantai Labu District, Deli Serdang Regency, North Sumatra. The village area is 2.06 KM, and geographically Paluh Sibaji Village is located between 2057-3016 'North latitude and 9827 East longitude, and is at an altitude of 0-8 meters from sea level, where Paluh Sibaji Village is directly adjacent to the Malacca Strait, which makes this village very dependent on the marine fisheries sector. The majority of the population is Malay and makes a living as fishermen, both as boat owners and crew members. Most of the fishermen in the village are full-time fishermen who depend on their daily catch from the sea. However, not all of them have the capital to buy boats and fishing equipment, so many of them work as crew members for boat owners.

The fishermen in this village generally do not have their boats, so they work in groups of 3 to 5 people for the boat owner with a cooperation system that is not bound by a contract. So the composition of members who go to sea can change at any time. Anyone willing will usually be invited to join as long as the ship's cargo is sufficient. Traditional motorboats used by fishermen in Paluh Sibaji Village are generally made from wood, measuring around 13

meters in length. They can accommodate 3-5 crew members. Based on this size, these vessels are estimated to have a capacity of between 5-7 *Gross Tons* (GT), which is typical of small vessels commonly used in daily fishing activities.



Figure 1.
13-meter fishing motorboat ($\pm$ 5-7 GT)



Figure 2.
Interview process with fishermen in Paluh Sibaji Village

In one boat, there are usually four fishermen working, namely one tekong (helmsman) and three crew members. The boat owner is fully responsible for the provision of motorboats, fuel, ice cubes for fish preservation, food logistics, and fishing gear such as nets, fishing rods, bubu, and rawai. In addition, they also equip the vessels with navigation and communication devices such as GPS and ORARI. GPS is used to help the tekong determine strategic sea positions to maximize catches. In contrast, ORARI is used as a means of communication between vessels or with land, especially for safety needs and logistics coordination. The role of the ship owner is not limited to providing funds. However, it can also be directly or indirectly involved in fishing activities.

The working relationship between boat owners and crew members in Paluh Sibaji Village is based on a system of trust and deliberation. Although there is no written agreement governing this cooperation, verbal agreements are considered strong enough and have become a hereditary tradition in the local fishing community. Before departure, the boat owner ensures that all equipment and supplies are ready for use to ensure a smooth fishing process. The fishing process lasts for 4 days and 4 nights, and the catch is sold to the Fish Auction Center (TPI) before being divided according to the agreement. Any damage to the boat or

fishing gear during the fishing process is generally the responsibility of the boat owner. However, suppose the damage occurs due to the negligence or mistakes of the crew. In that case, the responsibility for repairs is not borne by the ship owner. However, it is the responsibility of the crew themselves as a form of consequence for their negligence.

The dominant types of catch include tuna, sardines, dencis, tamban, and purung, with an average yield of 500 kilograms per fishing trip. However, this number is not always stable because various factors, including inadequate fishing gear, influence it. The main factor that affects the actual catch is weather conditions, such as strong winds, and uncertain fishing seasons. In one fishing trip, fishermen usually travel up to about 50 miles from the shoreline to reach fish-rich areas. In practice, the profit-sharing system between boat owners and fishermen in Paluh Sibaji Village is implemented without a written agreement, so there is no clear protection for fishermen. In the event of an accident or disaster at sea, although boat owners often provide voluntary assistance, such assistance is not guaranteed and is not permanent. Even if a fisherman dies while performing his duties, the form of responsibility provided is limited to condolence compensation, without any social security that can guarantee the sustainability of the fisherman's family welfare. Although working at sea has risks, the boat owner still has the responsibility to provide assistance or compensation in such situations. In addition, the absence of records opens up opportunities for misunderstandings or disputes in profit sharing. Without written evidence, neither the boat owner nor the fishermen has a strong basis for any differences in perception regarding the catch or profit sharing. Therefore, official records are vital to maintain fairness and transparency while preventing potential disputes in the future. The rights and obligations of the ship owner, captain, and crew include:

Rights and obligations of the shipowner

The ship owner is entitled to receive two shares of the catch after deducting operational costs. The share received by the ship owner covers all costs incurred to ensure the ship's operations run smoothly, such as fuel, logistics, and maintenance of fishing gear and vessels. In addition, the boat owner has the right to sell the catch obtained by the crew, and he also has the authority to deduct the catch in advance to cover these operational needs. The obligations of the vessel owner include providing the vessel and fishing gear necessary for fishing, as well as providing food and other necessities for the crew while they are at sea. The vessel owner is also responsible for any damage to the vessel or fishing gear that occurs during the voyage, unless the crew's negligence causes the damage. This shows that the ship owner has an outstanding obligation to maintain the smooth operation of the ship and ensure the feasibility of the fishing gear used by the fishermen.

Rights and obligations of the tekong (captain)

A tekong (captain) usually receives one share of the proceeds from fishing. However, in some practices, the tekong can get more than 1.5 shares because of his greater role and responsibility compared to other crew members. The tekong serves as the leader of the fishing activities, setting the direction of the ship, determining the correct location for fishing, and ensuring the safety of all crew members while at sea. Tekong is also responsible for leading the fishing process, ensuring that fishing activities take place efficiently and safely. In addition, the tekong serves as the liaison between the ship owner and the crew, meaning his contribution to maintaining smooth communication and coordination in the field is immense.

Rights and obligations of crew members

The crew members have the right to receive a share of the fish catch, as agreed upon. They are also entitled to receive provisions from the ship owner before going to sea, such as food and equipment needed. The crew's obligations include carrying out all fishing activities, maintaining the equipment used, and being responsible for any damage caused by negligence during operations. Other crew members have equally important technical duties, such as pulling and lifting nets or fishing gear, cleaning catches from dirt or foreign objects, and sorting fish by type and size. Each of these tasks is carried out with reasonable cooperation and coordination between ship members, ensuring the smoothness and success of fishing activities.

Profit Sharing Calculation

In the traditional fisheries system, the catch distribution between ship owners and crew members (including the captain/tekong and crew/ABK) operates through a mutually agreed profit-sharing mechanism designed to ensure fairness by accounting for each party's role and contribution throughout the fishing process. A commonly adopted scheme involves allocating net profits (after deducting operational expenses) through proportional division, typically structured as follows: the boat owner receives two shares reflecting their capital investment and asset ownership, the captain earns 1.5 shares acknowledging their leadership and navigational expertise. In contrast, the three crew members each receive one share in recognition of their labor contributions during fishing operations. This hierarchical distribution model seeks to balance economic equity with functional responsibilities, where share proportions correspond to both financial stakes and operational roles in the fishing venture.

The total share is 6.5 shares. The profit sharing can be broken down as follows:

Gross profit - Capital = Rp 10,000,000 - Rp 2,500,000 = Rp 7,500,000

1. Ship owner: Get 2 shares received: Rp.2,250,000
Percentage: $= \left(\frac{2.250.000}{7.500.000} \right) \times 100 = 30\%$
2. Skipper: Earned 1.5 shares received: Rp.1,749,750
Percentage: $= \left(\frac{1.749.750}{7.500.000} \right) \times 100 = 23.33 \%$
3. Crew1: Earned 1 share received: IDR 1,167,000
Percentage: $= \left(\frac{1.167.000}{7.500.000} \right) \times 100 = 15.56 \%$
4. Crew2: Earned 1 share received: IDR 1,167,000
Percentage: $= \left(\frac{1.167.000}{7.500.000} \right) \times 100 = 15.56 \%$
5. Children with disabilities 3: 1 share received: IDR 1,167,000
Percentage: $= \left(\frac{1.167.000}{7.500.000} \right) \times 100 = 15.56 \%$

In this scheme, the entire net proceeds are shared fairly according to their respective roles up to 100%. 30% is allocated to the boat owner as the provider of capital and fishing gear. The remaining 70% is given to the tekong and crew members who are directly involved in the fishing process at sea. This scheme shows a work system that is not only fair but also reflects the spirit of cooperation among fishermen. Each party receives a share commensurate with their contribution, creating a respectful and sustainable working relationship.

Provisions regarding profit sharing between shipowners and fishermen from the perspective of Islamic economics

The cooperative system in Paluh Sibaji Village exemplifies mudharabah contracts in Islamic economic law, where shipowners provide all capital – motorboats, fishing gear, and logistics – while crew members manage fishing activities. Profit sharing between financiers and fishermen is permitted, acknowledging differing levels of capital and expertise. In this arrangement, the boat owner, as the capital provider (shahibul maal), supplies operational needs, assuming minimal risk except in cases of negligence. Profits are shared based on a 6.5 share system, with the boat owner receiving 30% and the captain and crew 70% of the net profit after costs, referred to as the 30:70 system. This mutually agreed-upon scheme aligns with principles of fairness in Islamic muamalah.

This verbal agreement between ship owners and fishermen is valid under Islamic law, meeting the essential requirements of a mudharabah contract. It identifies the parties involved: the shahibul maal (boat owner providing capital) and mudharib (fishermen providing labor). The owner supplies the vessel and fishing equipment, while the fishermen engage in fishing. Mutual consent is shown through their voluntary participation, and the profit-sharing ratio is established as 2:1.5:1 for the owner, captain, and crew. While this structure embodies fairness and complies with Islamic economics, it has a significant weakness: the absence of a written agreement. Currently, profit distribution and responsibilities are arranged verbally based on trust, which, despite being accepted locally, raises challenges regarding the protection of the fishermen's interests under Islamic law. In Paluh Sibaji Village, the absence of a written agreement between boat owners and fishermen can lead to misunderstandings about profit sharing. While there are no formal legal ties, precise record-keeping is essential. From an Islamic economic perspective, mudharabah contracts should ensure clarity to prevent gharar (uncertainty) and promote justice, aligning with the principles of muamalah transactions. These concepts are integral to the maqashid sharia, emphasizing the protection of property (hifzh al-mal) and human life (hifzh al-nafs). Maintaining accurate records fosters certainty in profit sharing, minimizes disputes, and safeguards each party's rights, reflecting Islamic values and promoting harmony between stakeholders.

Conclusion

The profit-sharing system between boat owners and fishermen in Paluh Sibaji Village relies on oral agreements and traditions, functioning on mutual trust. From an Islamic economics perspective, this system aligns with the principles of justice and willingness required for Sharia contracts. The 30:70 profit-sharing scheme, where owners receive 30% and fishermen 70%, is permissible in Islam, provided there is prior agreement and no harm to any party. This setup can be classified as a mudharabah contract, with the boat owner as shahibul maal (capital owner) and the fishermen as mudharib (business manager). While it meets Sharia requirements, enhancing the protection of fishermen through documented agreements is advisable to prevent future disputes.

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