

## IMPLEMENTATION OF HIWALAH AGREEMENT AGAINST TAKERS – TRANSFER OF SUBSIDIZED FERTILIZER DEBT AT PUSRI RETAILERS KPL. SURYA USAHA TANI

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**Abstract:** *Hiwalah is the transfer of the right to claim debts to other (third) parties on the basis of the consent of the party who gives the debt. The basis of the hiwalah contract is that ta'awun is a help-helping activity in the good among fellow Muslims. Reseller Pusri KPL. The research method used in this study uses qualitative methods with the type of library research and also uses field research. Primary data sources are obtained from interviews with respondents while secondary data sources are obtained through books, literature studies, and various other sources. The data collection techniques used are observation, interview and documentation directly. The results of the analysis showed that the practice of transferring the debt of the farmers with KPL. Surya Usaha Tani told The Rice Slasher that there was no agreement at the beginning on all additional services in finding workers who were willing to work on seeding fertilizer and also transportation services in the transportation of fertilizer which was measured from the distance traveled and the constraints of transporting fertilizer to several different rice fields. Then Hiwalah was shari'a by Islam and allowed because there was a maslahat to help and facilitate in muamalah activities because it included evidence of mutual help to others. Hiwalah KPL. Surya Usaha Tani is allowed under Islam if in the implementation of the hiwalah contract which coincides with wages (ujroh) on the transfer of farmers' debts by KPL.*

**Keywords :** *Akad Hiwalah, KPL. Surya Usaha Tani, Slashing Rice, Farmer*

### INTRODUCTION

Man as a social being is certainly unlikely to be able to separate his life from other humans. It is no secret that all forms of culture, living order, and societal systems are formed due to interactions and conflicts of interest between one human being and another (Arifin & Aziz, 2009). Not long ago we Indonesians faced a monetary crisis that until now has not been resolved. As a result of the crisis, one of the impacts on the food sector is what we know as basic necessities. One of the basic necessities is grain or fertilizer. Where grain or fertilizer is included in order to support national food security, it is very necessary to support the provision of fertilizer. One of the classic problems that rice farmers often experience is the irregular increase in fertilizer prices. This condition causes farmers to lose money and the rice business is not profitable.

One of the problems in determining the highest retail price of subsidized fertilizers in the agricultural sector is indeed considering several aspects so that each retailer can calculate the profits obtained. There are several parties that directly intersect with the determination of

subsidized fertilizer prices, one of which is the distribution of fertilizer at the provincial to district or city levels. The existence of these parties sometimes dares to overestimate the price of fertilizers that do not match the highest retail price on the grounds that there are some unexpected additional costs that are a risk on an ongoing basis. This is also felt by one of the Pusri KPL Retailers. Surya Usaha Tani by providing sales with a fertilizer debt system for farmers so that their fertilizer continues to sell well.

Accounts receivable is a form of transaction in economic activity. Where one party as a lender provides a loan object to the other party as a borrower who receives or needs a loan object. However, often debt receivables can also move with the takeover of debts by other parties. This is called hiwalah which is the transfer of the debt burden from muhil (the person who owes it) to the dependent muhal'alaih (the person who is obliged to pay) the debt.

Reseller Pusri KPL. Surya Usaha Tani currently also sells fertilizer with a tempo system with a gradual payment after the rice harvest, the results of which cannot be ascertained. This is caused by farmers who cannot afford subsidized fertilizer by cash or cash because the need for agricultural costs is also quite a lot. This is one of the obstacles faced by rice slashers and farmers. In practice, rice slashers owe fertilizer to Pusri Retailers and then spread it to farmers' fields by commanding others because farmers cannot buy fertilizer and pay people to fertilize their fields. This is done by the Slasher so that farmers as the owner of the rice field have a good relationship and later when the harvest of the rice field is sold to the Slasher. It turns out that Slashing in the purchase of fertilizer in Pusri with a debt system due to financial limitations.

The debt of the fertilizer slasher in Pusri is paid by farmers after getting money from the sale of their paddy harvest. So there is a transaction of transferring the debt of the Slashing Party to the Farmer. However, in the payment, there is an additional cost of fertilizing rice fields for which there is no record of costs as a statement. So that the farmers directly provide wages to Pusri as the fertilizer seller. Then there are also additional costs that become the profit of fertilizer sellers for wholesale services of raising fertilizer from stalls to rice fields and there are benefits to the slashers because they have found people to fertilize farmers' fields. The area of farmers' rice fields is also different, which causes the labor that cultivates the fields as well as the cost of each day to be different and causes unclear wages for the rice field fertilizing workers. The additional payments are not clearly known to farmers which is a common occurrence in the local community. However, in Islamic law the transaction of Hiwalah with Ujroh must have special records and particulars so that it can be proved and known together and not become *gharar* (Unclear).

## LITERATURE REVIEW

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2. Fadil Mufid Kurnia1 and Evi Yulia Purwanti, Faculty of Economics and Business, Diponegoro University with the title *Efektifitas Dan Benefit Incidence Analysis Kebijakan Pupuk Bersubsidi Di Kecamatan Wedung Kabupaten Demak*, Diponegoro Journal Of Economics Volume 9, Nomor 2, Tahun 2020 (Fadil Mufid Kurnia1, 2020).
3. Eva Revika Pasaribu Master of Management Study Program of HKBP Nommensen University Postgraduate Program in 2020 with the title *Pengaruh Kepemimpinan Dalihan Na Tolu Terhadap Pengambilan Keputusan Pada Dinas Pertanian Kabupaten Tapanuli Utara (studi kasus pendistribusian pupuk bersubsidi pada Kabupaten Tapanuli Utara)* (Eva Revika Pasaribu, 2020).
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5. Iklima Dwi Ratna Management Study Program of Semen Indonesia International University Gresik with the title *Strategi Penyaluran Dan Alokasi Pupuk Sesuai Dengan Kebutuhan Petani Untuk Distributor Pupuk PT. Petrokimia Gresik pada CV. Berkah jaya Lamongan* (Iklima Dwi Ratna, 2021).

## RESEARCH METHODS

This type of research is a type of *library research* that refers to library literature that is relevant to the problem to be researched. In addition to the field this research also uses *field research (field research)*, which is research carried out directly from the research location with the help of respondents. Then, this study combines library data and field data to get answers to problem formulations (Kuantitatif, 2016). The research method used in this study is descriptive analysis carried out through empirical studies on society. The sociological approach is used to understand the social symptoms that occur in society. So that the information taken is simpler and easier to understand with what is happening in the field (Margono, 2005).

Data sources are all information obtained from respondents or derived from documents for the purposes of the research in question. In research, there are usually two types of data

that are analyzed, namely primary data obtained directly from individual, group, and organizational research objects. In general, primary data is considered better than secondary data from interviews with respondents. Then secondary data obtained through books, literature studies, and various other sources to provide a complementary picture to support the research results. The data collection technique in this study, namely observation or observation, is a daily human activity using the five senses of the eyes as its main tool in addition to other five senses such as ears, smell, mouth, and skin. Next is conducting an interview which is a meeting of two people to exchange information and ideas through question and answer, so that meaning can be constructed in a certain topic. Then conduct documentation in this study including brochures, photos, and related matters, as well as other documents related to discussions in order to obtain in-depth information in the form of documents in the form of writings, drawings, or works (Ruslan, 2004).

The data analysis technique used in this study is descriptive qualitative. Descriptive is a study to provide an overview or descriptive of the situation that is carried out objectively, while qualitative is research about research that is descriptive and tends to be analytical. The thinking method in this study uses a deductive approach, which is to depart from general knowledge, which is dotted with the rejection of general knowledge to assess specific events. In addition to the deductive method, this writing also uses the inductive method, namely from facts of a special nature or concrete events, then from these events are drawn generalizations of a general nature (Kuantitatif, 2016).

Direct interviews in this study were conducted on April 5, 2022 and April 6, 2022 together:

1. Mrs. Suwarni as the Owner of Pusri KPL Retailer Business. Surya Usaha Tani which is located in Gebanganom Village, Rowosari District, Kendal Regency.
2. Mr. Nur Syafiq as an Employee of Pusri KPL Retailer Store. Surya Usaha Tani which is located in Gebanganom Village, Rowosari District, Kendal Regency.
3. Mr. Solikin, Mr. Sunoto and Mr. H. Moh. Kurds as rice slashers in Gebanganom Village, Rowosari District, Kendal Regency.
4. Mr. Mahfud, Mr. Muzamil, and Mr. Rokhim as the village officials of Gebanganom, Rowosari District, Kendal Regency.
5. Mrs. Nur Khofifah, Hj. Ita Nurmala, Mr. Zaenal Abidin, Mr. H. Iswanto, and Mr. H. Moh Imam as rice farmers in Gebanganom Village, Rowosari District, Kendal Regency.
6. Mr. Muslimin, Mr. Sajidin, and Mr. Solikhin as fertilizer seeding workers in Gebanganom Village, Rowosari District, Kendal Regency.

## **RESEARCH RESULTS AND DISCUSSION**

### **Implementation of Hiwalah Agreement in The Transfer of Agricultural Sector Subsidized Fertilizer Debt at Pusri Retailers KPL. Surya Usaha Tani**

KPL. Surya Usaha Tani every rice planting season has prepared a lot of fertilizer to be owed to the farmers then after another 1-2 months the farmers have started to owe fertilizer. When in the 3rd and 4th months after the planting period of Permodalam KPL. Surya Usaha Tani is not so much that it requires round funds to run its business even though rice is not yet the time to harvest so the initiative of the rice slashers to pay the farmers' fertilizer debts. Thus there was a hiwalah agreement in the transfer of debt of Agricultural Sector Subsidized Fertilizer at Pusri Retailers KPL. Surya Usaha Tani.

The rice slasher then conducts a review of the total fertilizer use of the rice fields owned by farmers. This review is to find out how large the rice field is and the cost needed to pay people to seed fertilizer in the field, The review is what the rice slasher uses to make a price quote to the farmer which then occurs bargaining between the two. If the bargaining process reaches a consensus, it will be continued with an agreement or agreement and vice versa, if there is no consensus, the debt transfer transaction (hiwalah) will not continue. After the bargaining process is complete, it is continued with the agreement process. As well as the overall costs required for the purchase of fertilizer and the labor costs of seeding fertilizer depend on the agreed bargain.

The fertilizer debt of the farmers from KPL. Surya Usaha Tani is usually transferred its debt to the rice slasher because many farmers whose fields are slashed or bought during harvest by rice slashers then when paying funds in purchasing crops, rice slashers only need to reduce the previous fertilizer debt payments by farmers in KPL. Surya Usaha Tani. In addition to paying the total debt of fertilizer purchases and the cost of fertilizer seeding labor costs to all farmers' fields, the rice slashers also asked for wages because they helped to find labor that was willing to seed fertilizer in the fields and also transported some fertilizer sacks to the farmers' rice field locations using their pick-up cars. Therefore, each cost is charged by the farmer and later when harvesting the rice slasher pays the slashing fund minus these costs.

### **Implementation of Hiwalah Agreement Against Takers – Transfer of Subsidized Fertilizer Debt at Pusri Retailers KPL. Surya Usaha Tani**

An agreement between two parties cannot always run smoothly in the future. This is because usually each party feels like being profited or one of the parties feels disadvantaged due to a problem that occurs and cannot be estimated. From this problem, the settlement of

the hiwalah agreement against debt expropriation cannot be directly accepted by the farmers. Some of the things that have become contentious are the existence of additional services in finding workers who are willing to seed fertilizer in the fields and also transportation services in transporting some fertilizer sacks to the rice field location.

Most farmers who have good faith will definitely receive a deduction in the payment of the crop from the rice slasher. However, there are also farmers who do not want to cut their paddy crops and also do not pay what they depend on to pay their fertilizer debts in KPL. Surya Usaha Tani. With problems like this, it is necessary to have an agreement in advance on all additional services in finding workers who are willing to work on seeding fertilizer and also transportation services in transporting fertilizer which is measured from the distance traveled and obstacles to transporting fertilizer to the fields. This is unclear in a transaction or agreement, so the estimated costs agreed upon at the beginning must be a consequence by both parties. If there are obstacles to its implementation, there needs to be a willingness from the party who feels aggrieved.

Muslims are free to use their property, whether it is traded or rented out, as long as it does not violate the rules of Islamic law. Utilization of goods that become property rights in the form of debt transfer (transfer of fertilizer debt) in KPL. Surya Usaha Tani is diverted to its debt. Before this debt transfer transaction is officially carried out, they carry out the bidding process, review of the goods and bargaining in which there are elections, both the selection to see the goods to be rented and the selection of the price to be agreed upon together with the bargain. This election in Islam is known as khiyar, and khiyar aims for the benefit of both parties so that there is no dispute in the future. The election can be continued if there has been an agreement between the two and there is no compulsion or consensual (ridha), be it about the condition of the goods and the price that is the agreement.

The essence of hiwalah is the transfer of the burden of debt from one person to another who owes it (muhil), becomes the dependent of the person who is obliged to pay it (muhal 'alaih), there is a debt between them, for him there is also a similar debt against the debt he transferred and asks the owner of the receivable to collect his debt to muhal 'alaih, saying "I have moved you to collect the debt to the fulan, Since he also owes me an amount equal to what I owe you, so charge him". If the owner of the receivables is ikhlas and approves it, the burden of muhil debt is completed (Nurazizah, 2020).

In Islam the transfer of debt is considered absolute. That is, people who have been paid their receivables are free of contract unless it is mentioned that there is an ease of collection in the contract, but in reality it is difficult to do. In the discussion of classical fiqh, there is no

mention that the party who receives the debt transfer may or may not benefit because this is a new discovery of the *ijtihad* results based on the commercial aspect (Fatchurrohman & Syihabudin, 2023).

If the second party has received payment from a third party, then the first party requests the payment that has been received, on the grounds that it denies the existence of a *hiwalah* between them, and states that the function of the second party when requesting payment from that third party is only as a representative of the first party, and in that regard, there is no solid evidence to show that a *hiwalah* agreement has taken place between them, So the cleric agreed to say that in deciding this case the judge asked the first party to swear to corroborate his testimony. If the first party has sworn an oath, then the first party's description is as a defendant, and the second party is as a plaintiff. If the plaintiff cannot show evidence, while the defendant states his oath, then it is the defendant's confession that is accepted (Syahpawi, 2012). So that when in practice *hiwalah* in the transfer of fertilizer debt in KPL. Surya Usaha Tani then it is better to have witnesses. The witnesses were someone other than farmers, KPL owner Surya Tani and a rice field slasher. Then after that, there needs to be a proof record of all farmers' debts in KPL. Surya Usaha Tani agreed to be transferred to Slash rice.

*Hiwalah* is a complementary contract used to facilitate the implementation of buying and selling with a fertilizer debt system at pkl Surya Usaha Tani. Because the basis of the *hiwalah* contract is that *ta'awun* is a help- helping activity in the good among fellow Muslims in *ta'awul* should not be concerned about who is being helped and who is helping not seeing one's rank, degree or worldly possessions. *Tabaru* i.e. connection, grant and virtue, or benefactor. The person who gives the connection is called *mutabarri*, *darmawan*. *Tabaru* is a voluntary gift of a person to another person, without compensation, which results in the transfer of ownership of the property from the giver to the person who is given. However, in practice the person charges a fee for the new contracts on the grounds that it is an additional fee.

*Hiwalah* also has the meaning of handing, delegating, or granting the power *of attorner the* agreement of the transfer of power by one party to another in matters that can be represented. In the object of *wakâlah* there must be something that can be used as an object of covenant or that may be done by others, things that are acceptable and legitimized by the *syara'*, which are reasonable, and are the legitimate property of the *wakâlah*. *almuwakkil*. For example, buying and selling, rentals, transfer of obligations, inheritance, business participation, money trading, payment arrangements, profit-sharing agreements, compromises, and so on.

The legal basis of al-hiwalah is found in the Qur'an, al-Sunnah, ijma' and KHES (Compilation of Sharia Economic Law). The pillars of al-hiwalah according to the Maliki, Shafi'i and Hambali schools include: the first party, (muhiil), the second party, (muhal or muhtal) the third party, (muhal 'alaih) there is the first party's debt to the second party, the muhal bih there is the third party's debt to the first party and the existence of sighat al-hiwalah. While the terms of al-hiwalah include: there is a willingness of muhiil, there is approval from muhal, the debt to be transferred is still in recognition, there is a similarity of muhiil and muhal 'alaih debts in the type, kind, time of suspension and time of payment. With hiwalah debt muhiil free. Thus, the sighah agreement is carried out by farmers, rice slashers and KPL. Surya Usaha Tani in accordance with DSN-MUI fatwa No.12/DSN- MUI/IV/2000 which states that ijab and qabul must be declared by the parties concerned (muhiil, muhal and muhal 'alaih) and the parties concerned namely the first party and the second party present at the majlis (DSN-MUI Fatwa No.12, 2000).

Wakalah bil ujrah contracts can be settled with or without compensation. When the wakalah contract is correct, the contract in question is restrictive. Just as in delegation decisions are made such as an ajir (an employed person) who has a commitment to perform a task, unless there is an obstacle to syar'i. Assuming in the contract wakalah wages are not clearly stated, the agent qualifies for ujrah mitsil (equivalent compensation), or in a state of alignment with the dominant standards in force. In the event that custom has no significant effect on the reward of wages, then the contract is returned as the first contract which is tabarru' (program of noble purposes)(Fatchurrohman & Syihabudin, 2023). Hiwalah agreement in debt transfer in KPL. Surya Usaha Tani sometimes the rice slashers cannot directly pay the debts of the farmers in KPL. Surya Usaha Tani because of the constraints of busy rice slashers who often go out of town so that there are representatives to pay for it. In this case the person is also entitled to wages from the rice slasher.

This hiwalah contract is included in the tabarru contract or help contract. Tabarru is to give sincerity from one individual to another without any reward that affects the transfer of ownership of the property from the giver to the person who is given. Tabarru is carried out in providing assistance to individuals in conditions of economic distress, or a social or religious institution that needs funds for the advancement of society and religion. Therefore, tabarru' is highly recommended in Islamic sharia(Azhari, 2015). As a Principle of Benefit to society so that a covenant must bring benefits in the life of the community because the purpose of sharia is to increase the benefit of the people contained in the maintenance of faith, reason, life, descendants and property which is found in Al-Hiwalah. Hiwalah practice in transferring



fertilizer debt in KPL. Surya Usaha Tani is indeed a good faith in helping the sustainability and smooth running of the business of several parties who can get their benefits. This can be used by farmers because they do not have to find funds to buy fertilizer, then the owner of KPL Surya Tani also gets fertilizer payments from rice field slashers. In addition, there are also some people who get wages for being instrumental in seeding rice field fertilizer.

The debt takeover agreement that occurred at KPL Surya Tani occurred when the farmer was unable to pay off the fertilizer payment that he was dependent on, then the farmer who was no longer able to continue the fertilizer payment applied for the transfer of fertilizer debt, namely the transfer of rights and obligations to another person (the second party), even though the person who was transferred the debt previously had no debt dependents to the first party. Thus, the implementation of the transfer of rights and obligations of the transfer of fertilizer debts carried out in KPL Surya Tani is similar to that of *hiwalah mutlaqah* because it is not asserted that the first party transfers its debts to another person because the other person has previous debt dependents. Basically, when in the implementation of *akah hiwalah* on the transfer of farmers' debts by KPL. Surya Usaha Tani to the rice slasher has not happened that the farmer after owing fertilizer died. However, when in the future there is a death of the farmer, of course, the rice slasher explains to the heirs about the agreement and agreement to cut the crop for fertilizer debt and other costs so that both parties are not harmed.

## CONCLUSION

*Hiwalah* agreement in the transfer of agricultural sector subsidized fertilizer debt at Pusri KPL retailers. Surya Usaha Tani occurs because of every KPL rice planting season. Surya Usaha Tani is not so much that it requires round funds to run its business even though rice is not yet time to harvest thus the initiative of the rice slasher to pay the farmers' fertilizer debts. The Practice of Transferring Farmers' Debt with KPL. Surya Usaha Tani told The Rice Slasher that there was no agreement at the beginning on all additional services in finding workers who were willing to work on seeding fertilizer and also transportation services in the transportation of fertilizer which was measured from the distance traveled and the constraints of transporting fertilizer to several different rice fields. This is unclear in a transaction or agreement, so the estimated costs agreed upon at the beginning must be a consequence by both parties. Thus when in practice *hiwalah* in the transfer of fertilizer debt in KPL. Surya Usaha Tani then it is better to have witnesses. Then after that, there needs to be a proof record of all farmers' debts in KPL. Surya Usaha Tani agreed to be transferred to Slash rice.

Hiwalah is shariaed by Islam and allowed because there is a maslahat to help and facilitate in muamalah activities because it includes evidence of mutual help to others. Hiwalah KPL. Surya Usaha Tani is allowed under Islam if in the implementation of the hiwalah contract which coincides with wages (*ujroh*) on the transfer of farmers' debts by KPL. Surya Usaha Tani to the rice slasher has a clearly written agreement along with the witness so that in the agreement in cutting the crop for fertilizer debt and other costs so that both parties feel willing in the existence of the transaction. Therefore, every transaction must have a record of all costs agreed upon by several parties so that in the future they do not feel at a loss because of a fraud in determining the cost burden unilaterally without deliberation. This is done because in terms of objects, the transferred debt is clearly stated to avoid (*gharar*) uncertainty or vagueness of each party because it is invalid if the agreement contains elements of *gharar* either vagueness in the object or uncertainty in the implementation. This is so that there are no misunderstandings between the parties that can cause disputes. Hiwalah KPL. Surya Usaha Tani is actually carried out because of the cause of maslahat, in human activities in the ease of naming. Because hiwalah is a *tabaru* contract that has the purpose of not making a profit, but if you want to get benefits, usually Islamic banks use hiwalah bil *ujrah* but it is only found in hiwalah *mutlaqah*, so *muhallal* can ask for compensation for its availability clearly but must be in accordance with mutual agreement.

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