

Muzari'ah

(Temporary Sharecropping)

Issue No. 1- Muzari'ah means that the owner of a land hands over his land to a farmer so that he would cultivate it, and give a specific share of the crop to the landowner.

Issue No. 2- The Muzari'ah contract can be in verbal formula in any language, for example, the owner says, "I hand over to you this land for one-third of its crop for two years", and the farmer says, "I accept it", or without reciting a formula, he hands over the land to the farmer and he receives it. (Of course, the necessary talks about the duration and the amount of the proportion of the crop to be given to the landowner, etc. should have taken place earlier).

Issue No. 3- There are certain conditions in Muzari'ah to be considered:

1- Both the landowner and the farmer should be Baligh and sane, and should conclude the agreement of Muzari'ah with their own intention and free will. And they should not have been banned from discretion over their properties by the Mujtahid, and should not be feeble-minded either.

2- All the crop of the land should not be allocated to one of them.

3- The share of each of them should be held in undivided shares, like 1/2 or 1/3 etc. of the crop.

4- The period for which the land is in to remain in possession of the farmer should be specified, and it is necessary that the period should be long enough to make a harvest possible from the land.

5- The land should be arable, and if it is barren but can be made fit for farming, the contract of Muzari'ah is in order.

6- The type of the cultivation should be specified as to what sort of crop it should be, unless, it does not make any difference to them and to the public; or it should be clear as to what sort of crop the land is suitable for.

7- The land should be specified. Hence, if a person has got several pieces of land, and says that he gives one of them to Muzari'ah, and if the lands are of different qualities, the Muzari'ah will not be in order. However, if the lands are of the same quality, and he says, for example, that he hands over to him (the farmer) 1 acres of this land, there is no objection to it. And it is also possible to describe the land to the farmer without him having seen it.

8- The expenses of cultivation, and also the seeds, etc., should be specified that which one of them should be responsible for. However, if the expenditure which each of them should incur is known among the local people, it will be sufficient.

Issue No. 4- If the landowner or the farmer agrees that a certain quantity of the crop, (for example, a ton) of the crop will belong to him, and the remaining quantity will be divided between them, there is harm in it.

Issue No. 5- If farming becomes impossible on the land due to some eventuality, for example, if subterranean canals are destroyed and water supply is cut off from the land, if a part of the crop has been obtained, even, like grass which animals can be fed on, belongs to both of them according to the contract, and the rest the Muzari'ah contract is void.

Issue No. 6- If the farmer does not cultivate the land while the land remains in his occupation, he should pay the rent for that period to the owner at the usual rate, and if a defect has appeared in the land, he is also responsible for it.

Issue No. 7- The landowner and the farmer cannot cancel the contract of Muzari'ah without each other's consent. However, if they had agreed in the contract that one or both of them would have the right to cancel, then, he can do so according to the agreement.
