

Profit-Sharing Practices of Patorani Fishermen in Takalar: An Analysis Through Sharia Muamalah Principles

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Abstract:


This study aims to analyze the compatibility of the traditional profit-sharing practices of Patorani fishermen in Takalar Regency, South Sulawesi, with Sharia muamalah principles. Patorani fishermen represent a traditional maritime community engaged in flying fish harvesting, operating under a profit-sharing system between boat owners (capital providers) and fishermen. Although this practice has been sustained across generations, limited scholarly attention has been given to its conformity with Islamic commercial law principles, particularly regarding fairness, transparency, and the avoidance of *riba* (usury) and *gharar* (uncertainty).

This research adopts a qualitative approach. Data were collected through in-depth interviews, participant observation, and document analysis. The collected data were analyzed using thematic analysis to identify the underlying profit-sharing mechanisms, assess distributive justice, and evaluate their alignment with Sharia principles.

The findings are expected to provide a comprehensive understanding of the existing profit-sharing system among Patorani fishermen and critically assess its compliance with Sharia muamalah norms. Furthermore, this study aims to formulate practical recommendations to enhance justice and transparency within the profit-sharing arrangement, thereby supporting the welfare of both fishermen and boat owners. The results are also expected to contribute to the development of a more equitable and Sharia-compliant profit-sharing model that may be replicated in other regions with similar socio-economic characteristics.

Keywords : Patorani fishermen; profit-sharing system; Sharia muamalah; Islamic commercial law.

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INTRODUCTION

Takalar Regency, South Sulawesi, Indonesia, is widely recognized as one of the major centers for flying fish egg (torani/tandoang) harvesting and processing. The coastal communities in this region rely heavily on marine-based livelihoods, particularly the traditional Patorani fishermen who specialize in catching flying fish and collecting their eggs. The term *Patorani* originates from the Makassar language (*pa'torani*), referring to individuals who harvest torani (flying fish). Beyond its economic function, this activity embodies intergenerational ecological knowledge concerning spawning cycles, seasonal migration, and habitat patterns of flying fish species such as *Cypselurus spp.* and *Hirundichthys spp.*. This knowledge reflects a form of local ecological intelligence embedded within maritime culture (Berkes, 2018; Fauzi & Anna, 2020).

Flying fish eggs constitute a high-value marine commodity, with market prices reaching hundreds of thousands to millions of rupiah per kilogram depending on quality and export demand. This commodity forms the backbone of household income for thousands of coastal families in villages such as Punaga, Galesong, and Laikang. The economic chain extends beyond harvesting activities to include boat construction, egg cleaning and drying, processing, packaging, and distribution to major domestic markets such as Surabaya and Jakarta, as well as export destinations including Singapore. Women play a significant role in post-harvest processing, demonstrating that the flying fish egg industry sustains a gender-inclusive coastal economy (Kusnadi, 2019; Rahim et al., 2022).

Profit-Sharing System in the Perspective of Sharia Muamalah

The production relationship between boat owners (*punggawa*) and crew members (*sawi*) is structured through a hereditary profit-sharing agreement. In this arrangement, the *punggawa* provides capital in the form of boats, fishing equipment, and operational financing, while the *sawi* contribute labor and technical expertise. Conceptually, this partnership resembles the Islamic contract of *mudharabah*, in which the capital provider (*shahibul maal*) entrusts funds to a manager (*mudharib*) to undertake productive activities, with profits distributed according to a pre-agreed ratio while financial losses are borne by the capital owner, provided no negligence occurs (Ayub, 2017; Dusuki & Abdullah, 2021).

The philosophical foundation of *mudharabah* rests on the maxim *al-ghunmu bil-ghurmi* (entitlement to gain is justified by exposure to risk) and its derivative principle *al-kharaj bi al-dhaman* (returns are justified by liability). These principles emphasize proportionality between profit entitlement and risk-bearing responsibility (Kamali, 2019; Hasan & Abdullah, 2022). In theory, such principles aim to prevent exploitation, ensure fairness, and promote risk-sharing rather than risk transfer. Within the fisheries context, these doctrines require an equitable allocation of operational and financial risks between *punggawa* and *sawi*, consistent with their respective roles in the production process.

Risk Structure in Flying Fish Profit-Sharing Practices

Despite its resemblance to *mudharabah*, the practical implementation of the profit-sharing system among Patorani fishermen presents complex risk dynamics. At least four categories of risk can be identified.

First, operational and business risk, including uncertain catch volumes, weather variability, equipment damage, and market price fluctuations. In such cases, the *punggawa* may incur capital losses, while the *sawi* risk losing income opportunities and labor compensation (FAO, 2022).

Second, information asymmetry risk, where crew members possess more accurate knowledge regarding catch volume and operational realities at sea, potentially creating monitoring challenges for capital owners (Sarker et al., 2020).

Third, moral hazard risk, where effort levels or equipment use may not align with the agreed objectives, particularly when financial losses are not directly borne by labor providers (Karim & Archer, 2021).

Fourth, Sharia compliance risk, referring to potential deviations from Islamic commercial principles, such as unjust distribution, opacity in accounting, or the presence of excessive uncertainty (*gharar*) that disadvantages one party (Hassan et al., 2023).

In practice, *punggawa* bear direct financial risks related to capital depreciation, vessel damage, and unpredictable returns. Meanwhile, *sawi* bear indirect but substantial risks, including income volatility, occupational hazards at sea, and opportunity costs of labor. The central question, therefore, concerns whether this distribution of risk proportionally aligns with the normative standards of *al-ghunmu bil-ghurmi*.

Research Gap and Problem Statement

Existing scholarship on Patorani fishermen has predominantly focused on ecological sustainability, local wisdom, or regional economic potential (Fauzi & Anna, 2020; Rahim et al., 2022). However, empirical studies examining the profit-sharing mechanism from the perspective of risk allocation within Islamic commercial jurisprudence remain limited. This gap is significant because Islamic economic theory emphasizes substantive justice (*'adl*) and balanced risk-sharing as core ethical foundations (Chapra, 2016; Kamali, 2019).

The critical issue is whether the hereditary profit-sharing arrangement genuinely reflects proportional justice, or whether implicit asymmetries persist in risk-bearing and profit entitlement. Does the existing mechanism uphold the spirit of *mudharabah*, or has it evolved into a hybrid form that shifts risk disproportionately? Addressing this question is essential not only from a legal-formal standpoint but also from the perspective of distributive justice and socio-economic sustainability.

Research Objective

Based on the above considerations, this study aims to analyze the compatibility of the profit-sharing practices between *punggawa* and *sawi* in the Patorani fishing community of Takalar Regency with Sharia muamalah principles. The analysis specifically focuses on risk distribution mechanisms and evaluates their alignment with the principles of *mudharabah*, particularly *al-ghunmu bil-ghurmi* and *al-kharaj bi al-dhaman*.

By doing so, this research seeks to contribute to the development of applied Islamic economics, enrich discourse on risk-sharing models in traditional maritime economies, and provide policy-relevant recommendations to strengthen economic resilience and ensure justice-based coastal development.

RESEARCH DESIGN AND METHODOLOGY

This study employs a qualitative design using a descriptive–analytical method within a normative Sharia approach, particularly grounded in the perspective of fiqh al-muamalah.

The primary objective is to systematically and comprehensively describe the profit-sharing practices of Patorani fishermen in Takalar and to critically analyze the mechanism of risk distribution between boat owners (*punggawa*) as capital providers and fishermen (*sawi*) as labor providers, based on the principles of the *mudharabah* contract and its relevant jurisprudential foundations. The study draws upon both primary and secondary data sources. Primary data were obtained directly from the research site through in-depth interviews with key informants, including boat owners and Patorani fishermen actively engaged in the profit-sharing system. Secondary data consist of written documents such as informal profit-sharing records (where available), village profiles, regional monographic data, and relevant scholarly literature addressing the concepts of *mudharabah*, *musyarakah*, and risk-sharing principles, particularly the maxim *al-ghunmu bil-ghurmi*. Data collection techniques included interviews, participant observation, and document analysis, which were employed to triangulate findings and ensure the normative Sharia framework was appropriately applied in the analysis. The data analysis proceeded through several stages: first, identification of the contractual structure to determine whether the arrangement reflects *mudharabah*, *musyarakah*, or a hybrid form; second, assessment of conformity with the pillars (*arkan*) and conditions (*shurut*) of a valid *mudharabah*, with particular emphasis on profit and loss allocation; third, critical evaluation of risk distribution in relation to the principles of justice, proportionality, and the avoidance of *gharar* (excessive uncertainty); and finally, formulation of conclusions to verify whether the existing profit-sharing practices of Patorani fishermen in Takalar fulfill the Sharia principle of equitable risk-sharing in accordance with the normative spirit of Islamic commercial jurisprudence.

RESULTS AND DISCUSSION

A. Principles and Conditions of the Mudharabah Contract

1. Fundamental Principles of Sharia Commercial Transactions

Islamic commercial transactions (*muamalah maliyah*) are grounded in universal normative principles aimed at ensuring justice, mutual consent, transparency, and socio-economic welfare. These principles serve as the evaluative framework for all contractual arrangements, including *mudharabah*, which constitutes one of the foundational contracts in Islamic finance.

First, the principle of mutual consent (*at-tarāḍin*) represents a fundamental requirement for contractual validity. As stated in Qur'an 4:29, transactions must be conducted based on voluntary agreement and must be free from coercion, fraud, or unjust appropriation. Classical exegetes emphasize that the legitimacy of commercial exchange depends upon genuine willingness between contracting parties (Al-Qurthubi, 1964).

Second, justice (*al-'adl*) functions as the central axis of Islamic economic philosophy. Qur'an 57:25 underscores the divine mandate to uphold justice in social and economic relations. In contractual practice, justice manifests in equitable bargaining positions, clear contractual stipulations, and proportional distribution of risk and reward (Az-Zuhaili, 1985).

Third, clarity and legal certainty (*al-wuḍūḥ wa al-yaqīn*) are essential to prevent dispute. The prohibition of *gharar* (excessive uncertainty) is grounded in the Prophetic tradition prohibiting ambiguous sales (HR. Muslim No. 1513). *Gharar* includes uncertainty concerning subject matter, price, delivery, or other essential contractual elements (An-Nawawi, n.d.).

Fourth, the principle of public benefit and harm prevention (*al-maslahah wa dar'u al-mafsadah*) derives from the legal maxim "*lā ḍarar wa lā ḍirār*" (no harm and no reciprocating

harm) (HR. Ibn Majah No. 2341). Economic transactions must generate benefit and prevent individual or collective harm (As-Suyuthi, 1990).

Fifth, the principle of lawfulness and ethical purity (aṭ-ṭahārah wa al-ḥalāl) requires that both the object and mechanism of transactions remain free from prohibited elements. Qur'an 2:168 affirms that lawful gain must involve halal substance, lawful acquisition, and ethical procedures (Al-Jaziri, 2003).

2. Concept and Pillars of Mudharabah

Mudharabah (also known as qiradh) is a partnership contract between a capital provider (shahibul māl) and an entrepreneur or manager (mudharib), whereby profits are distributed according to a pre-agreed ratio, while financial losses are borne exclusively by the capital provider, provided no negligence or misconduct occurs on the part of the manager (AAOIFI, 2017, Sharia Standard No. 13).

The jurisprudential foundation of mudharabah lies in the maxim al-ghunmu bil-ghurmi (entitlement to gain is justified by exposure to risk). From this derives the principle al-kharaj bi al-dhāman, which affirms that lawful return is inseparable from liability and risk-bearing responsibility (Al-Mausu'ah al-Fiqhiyyah, 2004; Az-Zuhaili, 1985).

The pillars (arkan) of mudharabah consist of three primary elements. First, the contracting parties (al-'aqidain): the capital provider and the manager, both of whom must possess legal capacity (ahliyyah) (Asy-Syarbini, n.d.). Second, the subject matter (ma'qud 'alaih), which includes capital (ra'sul māl), entrepreneurial effort ('amal), and profit (ribḥ). Third, the offer and acceptance (ṣiḡhat), which reflects mutual consent and formalizes the agreement (Ibn Rushd, 2004).

3. Valid Conditions of Mudharabah

a. Capital Requirements (Ra'sul Māl)

Classical jurists stipulate that capital must fulfill specific requirements. First, it must be in the form of identifiable monetary assets (gold, silver, or currency) to prevent valuation disputes (Ibn Qudamah, 1997). Second, the capital amount must be clearly determined to avoid gharar. Third, the capital must be fully transferred to the manager to enable autonomous management within agreed boundaries (tamkīn al-mudharib min at-tasharruf) (Al-Kasani, 1986).

b. Profit Conditions (Ribḥ)

Profit must be expressed as a percentage ratio of actual realized profit, not as a fixed nominal amount. Determining a fixed return invalidates the contract and transforms it into an interest-bearing loan (An-Nawawi, n.d.). Profit-sharing ratios must be agreed upon at the time of contract formation and must remain free from ambiguity (Az-Zuhaili, 1985). Furthermore, distributable profit refers to net profit after deducting legitimate operational expenses.

c. Conditions of Work ('Amal)

The manager holds delegated authority (tafwīd) to conduct business operations consistent with the contractual mandate (Al-Kasani, 1986). However, actions exceeding the agreed business scope constitute breach of contract. Additionally, the manager may not commingle mudharabah capital with personal assets without explicit permission, as such mixing may obscure profit calculation and create dispute (Ibn Qudamah, 1997).

4. Prohibitions in Mudharabah Contracts

a. Prohibition of Capital Guarantee (Ḍamān al-Māl)

A fundamental characteristic of mudharabah is that financial loss is borne by the capital provider. Any stipulation requiring the manager to guarantee capital repayment, except in cases of negligence or misconduct, renders the condition invalid (AAOIFI, 2017). Such a clause effectively transforms the partnership into a loan contract and contradicts the principle that “every loan that generates benefit is riba” (As-Suyuthi, 1990).

b. Prohibition of Fixed Profit and Riba

Fixing profit in a predetermined nominal amount constitutes riba, as it guarantees return without exposure to risk, contrary to Qur’an 2:275. Islamic legal authorities, including DSN-MUI (Fatwa No. 07/DSN-MUI/IV/2000), affirm that profit must be ratio-based rather than fixed.

c. Prohibition of Gharar and Injustice

Ambiguity in profit ratio, duration, distribution mechanisms, or contractual scope invalidates the agreement due to gharar (Az-Zuhaili, 1985). Likewise, oppressive conditions that unfairly burden one party violate the legal maxims “lā ḍarar wa lā ḍirār” and “aḍ-ḍarar yuzāl” (harm must be eliminated) (As-Suyuthi, 1990).

5. Risk and Loss Distribution in Mudharabah

Risk distribution constitutes the core element of justice analysis in mudharabah. Jurists unanimously agree that business losses not resulting from negligence, misconduct, or contractual violation must be borne solely by the capital provider (Ibn Rushd, 2004). The manager’s loss is limited to foregone labor and effort without compensation.

This allocation directly reflects the maxim al-ghunmu bil-ghurmi. The capital provider is entitled to profit because of capital risk exposure, while the manager is entitled to profit because of labor risk exposure. Requiring the manager to bear capital loss would impose double risk without proportional entitlement, constituting injustice (ẓulm) (Az-Zuhaili, 1985).

In fisheries-based enterprises, this principle implies that damage to fishing equipment resulting from normal operational use or natural conditions must be borne by the capital owner. Conversely, if loss arises from negligence or deliberate misconduct, liability shifts to the manager. Natural fluctuations in catch volume represent inherent business risk; thus, financial exposure falls on the capital provider, while the manager bears income volatility.

Any contractual condition compelling the manager to bear capital losses beyond his fault disrupts the normative linkage between risk (ghurm) and gain (ghunm), thereby undermining the philosophical foundation of Islamic economic justice.

In the work process of Pattorani fishermen in Takalar, South Sulawesi, the entire series of activities before going to sea until selling the catch demonstrates a close relationship between the capital owners, called Punggawa, and the fishermen, called Sawi. Punggawa is the party that provides the overall operational capital, not only for the needs of working at sea but also to cover the living expenses of the Sawi families while they are away from home to work. This capital provision includes various primary and supporting equipment that is vital to the continuity of the flying fish egg fishing business.

The main equipment provided by Punggawa is the patorani boat, a traditional fishing vessel typical of South Sulawesi, whose manufacturing process is concentrated in three main regions: Bira Bulukumba, Bone, and Galesong Takalar. The price of a patorani boat reaches around IDR 500 million including the engine, with a capacity of around six to seven people. In addition to the boat, Punggawa also provides special fishing gear called

fish aggregating devices (FADs) or bale-bale. on , made of bamboo and coconut leaves as a place for flying fish eggs to attach. Other supporting equipment includes spotlights for lighting and attracting fish, anchor ropes, and travel logistics, including food, drinks, cigarettes, and even repair tools to anticipate minor technical problems with the boat during the journey. On land, Punggawa also provides a storage and drying area for eggs as part of the post-harvest facilities.

The process of preparing the crew or Sawi is carried out by the Punggawa with a very careful selection based on long-term development. A Sawi usually starts his career from a position as an ordinary crew member until finally being trusted to become a captain . The selection of Sawi is the full decision of the Punggawa based on consideration of the track record during his time as a Sawi, with main factors such as discipline, honesty, and responsibility of the prospective crew. As a form of initial bond, the Punggawa provides an advance or down payment to the Sawi to meet their family's needs before departure, so that the fishermen can go to sea with peace of mind because their family's basic needs at home are guaranteed.

Once all preparations are complete, the ship sails to the main fishing grounds in the waters off Fakfak, West Papua, taking approximately nine to ten days. During this lengthy journey, the fishermen employ a unique practice: they deliberately turn off the boat's engine at certain times so the boat moves with the ocean currents. This is done to prevent the engine from overheating, *which could* cause damage at sea. The fishing grounds are determined based on inherited experience and unwritten agreements among fellow fishermen, while ensuring compliance with national boundaries.

While at the fishing grounds, all fishing activities take place on board, including cooking, resting, and most importantly, drying the collected flying fish eggs. The eggs are dried on board using the provided drying facilities, ensuring their quality is maintained throughout the return journey.

The fish egg sales mechanism is not carried out all at once. The initial sale is usually made in Fakfak to local collectors, but not all of the catch is sold there. Some of the catch is brought home to be resold in Galesong . This practice is carried out due to the significant price difference, where selling prices in Fakfak tend to be lower than those in Galesong . This phased sales strategy aims to maximize revenue, making up for the price difference between the fishing location (Fak-Fak) and the location where they live (Takalar). Prices in Takalar are higher than in Fak-Fak. Moreover, the ship's return journey is certain.

The collaboration between the Punggawa and the Sawi in the Patorani fishing community in Takalar is built on a strong foundation of trust, without written contracts, but rather relying on oral commitments passed down through generations. Within this structure, the Punggawa holds primary responsibility for all financial aspects, from operating costs at sea and boat maintenance to ensuring the safety of the Sawi. Even before departure, the Punggawa provides a down payment and financial assistance to the Sawi's family to ensure their needs while at sea. Interestingly, despite bearing the entire financial burden, the Punggawa does not always participate in the voyage; supervision is carried out indirectly from land through reports submitted by the skipper who directly leads the fishing operations at sea. The logical consequence of this financial responsibility is that all risks of loss, including poor catches or equipment damage, are borne entirely by the Punggawa, while the Sawi are not obligated to bear any financial losses.

Profit Sharing Scheme

The profit-sharing mechanism in this collaboration has a tiered structure, starting with gross revenue and ending with net profit being shared among the entire crew. The following illustration is based on data from the 2024 fishing season.

Component	Amount (Rp)	Information
Gross Income	Rp. 320,045,000	Egg Sales
Retainer (30%)	Rp. 96,013,500	Brutto
Operating Expenses	Rp. 193,231,000	Fuel, Logistics etc.
Mustard Income	Greens Rp. 36,814,000	Sales - Punggawa - By Opr

The net profit of Rp36,814,000 was then distributed to the crew using a standard distribution system, which is divided into eight parts. The crew structure consists of a captain as the leader of sea operations and five crew members. The captain receives three parts, while each crew member receives one part. Therefore, the calculation is as follows:

- **Boss** : $3/8 \times \text{Rp. } 36,814,000 = \text{Rp. } 13,805,250$ (rounded to approximately Rp. 13.8 million)
- **Each crew member** : $1/8 \times \text{Rp. } 36,814,000 = \text{Rp. } 4,601,750$ (rounded to approximately Rp. 4.6 million)

Adjustment in Low Yield Conditions

This profit-sharing scheme is flexible and can be adjusted depending on the catch. In situations where total sales fall below Rp 100 million, the Punggawa will only recoup the operational capital invested. If there is any remaining after the capital is repaid, it is distributed to the Sawi fishermen. If there is no remaining after the capital is repaid, the Sawi fishermen receive no share of the season's profits. This flexibility demonstrates that the system is not solely profit-oriented but also considers the sustainability of relationships and the long-term viability of the business.

Bonuses and Awards

Beyond the formal profit-sharing scheme, the Punggawa also customarily provides additional bonuses to Sawi who demonstrate good performance during the fishing season. These bonuses are incentive-based and not tied to a specific formula, but rather serve as a token of appreciation for dedication and hard work. Furthermore, the highest reward a Punggawa can bestow on a Sawi is promotion from ABK to skipper. This promotion not only increases their role and responsibilities but also increases the portion of profit they will receive in the future. This promotion system also serves as a long-term regeneration and development mechanism that ensures the sustainability of the Patorani fishing community from generation to generation.

Analysis of Profit Sharing Practices of Patorani Fishermen in Takalar from a Sharia Perspective

Identification of Contract Types

Based on field data obtained from the Patorani fishing community in Takalar, the partnership between Punggawa and Sawi exhibits unique characteristics. Punggawa acts as the provider of all operational capital, including the patorani boat worth approximately

Rp500,000,000, fishing gear in the form of fish aggregating devices (FADs), supporting equipment such as spotlights and anchor ropes, as well as travel logistics and living expenses for Sawi's family while at sea. Meanwhile, Sawi acts as the business manager, carrying out all activities of catching, processing, and marketing flying fish eggs.

If we refer to the concept of akad in fiqh muamalah, this relationship pattern is fundamentally close to the **mudharabah contract**, where the capital owner (**shahibul Maal**) entrusts its funds to a manager (**mudharib**) to manage with profit sharing as agreed. This is in line with the definition put forward by AAOIFI (2017) that **mudharabah** is a cooperation agreement between the capital owner and the manager in which profits are shared according to an agreed ratio, while financial losses are borne by the capital owner as long as they are not due to the manager's negligence.

However, there are specific characteristics that distinguish this practice from pure **mudharabah**. In the profit-sharing scheme implemented, the principal first takes 30% of the gross revenue (**revenue**). **sharing**) before deducting operational costs. After that, operational costs of Rp193,231,000 are deducted, and the remaining Rp36,814,000 becomes net profit which is distributed to the skipper and crew in the proportion of 3:1:1:1:1 (eight parts). This structure shows the existence of an element of **musyarakah** or partnership in the distribution of business risks, because operational costs are shared after the Punggawa takes his share of the gross income.

Compliance with the Principles of Mudharabah Capital Aspect

In the practice of Patorani fishermen, the capital provided by the Punggawa is not entirely in the form of cash (**naqd**) as required in **mudharabah**. Ibn Qudamah (1997) emphasized that capital must be in the form of currency because if it is in the form of merchandise it can give rise to disputes in determining the value. In this context, a patorani vessel worth Rp500,000,000 is a capital good (**uruḍ**) whose depreciation value is not explicitly calculated in the profit-sharing mechanism. However, the Punggawa still bears the risk of damage and maintenance of the vessel, including repair costs included in the operational cost component of Rp193,231,000. From the ownership side, the capital has been fully handed over to the manager for operation, fulfilling the requirements of **tamkīn al-mudharib min at-tasharruf** (Al-Kasani, 1986).

Profit Aspect

The main requirement for profit in **mudharabah** is that it must be a percentage of the actual profit, not a fixed nominal amount. Imam An-Nawawi (n.d.) emphasized that it is invalid to determine a specific profit amount for one party because it would transform the contract into an interest-bearing loan. In practice in Takalar, the retainer's share of 30% of gross income can be seen as a clear and agreed-upon ratio. However, the question is whether this 30% is calculated from net profit (*profit sharing *) or gross income (**revenue**). **sharing**).

In pure **mudharabah theory**, profit sharing is done after deducting all operational costs. The practice of taking the retainer's share before operating costs can potentially create injustice, because if operating costs increase, the burden is borne entirely by the shareholders through a reduction in the net profit to be distributed. This differs from the principle of **al-ghunmu bill ghurmi** which requires a balance between the right to profit and the obligation to bear risk.

Risk Distribution Aspects

The principle of **al-ghunmu bill ghurmi** And **al-kharaj bi Al-dhaman** is the main basis in analyzing the fairness of risk distribution. In the practice of Patorani fishermen , the Punggawa bears significant financial risks, including damage to vessels and fishing gear, as well as capital losses if the catch is poor. This is reflected in the adjustment mechanism where if total sales are below IDR 100 million, the Punggawa only takes back the operational capital, and if there is no remainder, Sawi receives no share. This shows that the Punggawa is willing to bear the risk of financial loss, in accordance with the principle of **mudharabah** .

On the other hand, Sawi bears indirect risks such as loss of income if results are poor, the risk of work accidents at sea, and the risk of lost time and energy. However, there is a potential imbalance in the distribution of operational risks. Operational costs of Rp193,231,000 covering fuel, logistics, and repairs, although nominally incurred by the Punggawa, are in practice "charged" to Sawi's income because the Punggawa's 30% share has been taken first. In other words, the higher the operational costs, the smaller the net profit distributed to Sawi, while the Punggawa's 30% share remains secure.

Critical Analysis of Risk Distribution

Application of the Rules of Al- Ghunmu Bil Ghurmi

The principle of **al-ghunmu bill Ghurmi** emphasizes that the right to profit must be commensurate with the risks borne. In Patorani fishing practices , the Punggawa bears the risk of capital loss, asset damage, and fluctuations in catch. As compensation, he receives 30% of the gross income. Meanwhile, the skipper and crew bear the risks of work accidents, fatigue, and income uncertainty. They receive a share of the net profit after operating costs.

Upon closer examination, there is a potential disproportionality in this distribution. The retainer, who bears the greatest capital risk, actually receives a relatively fixed share (30% of the gross) and is relatively secure because it is taken before operational costs. Meanwhile, Sawi, who bears the physical and time risks, must bear the fluctuations in operational costs that can erode their income. In this example, of the gross income of Rp320,045,000, after the retainer's share of Rp96,013,500 and operational costs of Rp193,231,000, Sawi only has Rp36,814,000 left, or approximately 11.5% of the gross income. This is despite the fact that Sawi has six people (the captain and five crew members) who have worked hard for months at sea, despite all the risks.

Evaluation of Deviations and ' Urf

The practice of taking a 30% share of gross revenue before operational costs from the retainer can be seen as a deviation from the pure **mudharabah theory** , which requires a net profit sharing. However, within the framework of Islamic jurisprudence (fiqh muamalah), this practice needs to be evaluated to see whether it is a **legitimate custom** or violates the principle of justice.

Urf can be accepted as a source of law as long as it does not conflict with more fundamental sharia texts or principles. In this context, the practice needs to be tested against the rules of **law . ḍarara wa la ḍirār** (not to harm oneself or others). If this mechanism is perceived as fair by both parties and has been in place for generations without causing protest or exploitation, then it can be categorized as valid '**urf** . However, if there are indications of structural injustice where one party is systematically disadvantaged, then the practice needs to be reformed.

Data shows that even under low returns (under Rp 100 million), Punggawa are willing to take only operational capital, or even no share at all. This demonstrates a spirit of mutual support (**ta'awun**) and flexible justice. Similarly, bonuses and promotions are given as a token of appreciation for good performance, reflecting the values of *ihsan* in Islamic economics.

CONCLUSION

Based on the analysis above, the profit sharing practices of Patorani fishermen in Takalar have generally fulfilled sharia principles in several important aspects: the willingness of both parties manifested in oral commitments passed down from generation to generation, clarity of the profit sharing ratio (30% for the Punggawa of gross income and eight parts for the crew), and the willingness of the Punggawa to bear the risk of financial loss according to the principle of ** al-ghunmu bill ghurmi **.

However, there are critical concerns regarding the mechanism for taking the retainer's share before operating costs. This practice has the potential to create injustice by burdening Sawi with all fluctuations in operating costs, while the retainer's share remains relatively fixed. Ideally, in the spirit of Sharia justice, operating costs should be shared proportionally before profit sharing, or at least there should be a clear agreement on reasonable operating cost limits.

One recommendation is the need for written documentation of contracts, even if simple, to avoid potential future disputes. Furthermore, it is suggested that the parties revise the mechanism for charging operational costs to better reflect the principle of proportional justice. With these adjustments, the profit-sharing practices of Patorani fishermen in Takalar will be more in line with the spirit of Islamic jurisprudence (*fiqh muamalah*), which prioritizes justice, balance, and the common good.

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