

## **Pawn Paddy Practices According to Islamic Law and Positive Law\***

**Muhtarom<sup>1</sup>, Irvan Iswandi<sup>2</sup>, Ali Aminulloh<sup>3</sup>**

Institut Agama Islam Az-Zaytun Indonesia (IAI AL-AZIS), Indramayu

 [10.15408/jlr.v4i5.28248](https://doi.org/10.15408/jlr.v4i5.28248)

### **Abstract:**

*This study examines Pawn Paddy Practices according to Islamic Law and Positive Law. The purpose of this study was to determine the practice of pawning rice fields in Sukajaya Village, Jonggol District, Bogor Regency, to analyze the practice of pawning rice fields by the people of Sukajaya Village, according to Islamic Law, to analyze the practice of pawning rice fields by the community of Sukajaya Village, Jonggol District, Bogor Regency according to positive law. This research method uses a qualitative approach with the type of case study research with structured and in-depth interviews with the residents of Sukajaya Village, Jonggol District, Bogor Regency, totaling 12 residents of Sukajaya Village. The results of this study indicate that the practice of pawning rice fields in Sukajaya Village, Jonggol sub-district has been going on for a long time. In the implementation of pawning, it is carried out on the basis of mutual trust, where the recipient of the pawn works on the pawned fields of the pawner. There are pawnees who manage themselves and some are managed by third parties, with an unspecified time limit. The practice of pawning rice fields in Sukajaya Village is not yet in accordance with Islamic law, where the murtahin manages the pawned fields. This contains usury and muzaroh, namely agricultural product sharing, so there is one contract of two transactions.*

**Keywords:** Practice; Pawn fields; Islamic law; Positive law

---

\* Received: February 21, 2022, Revision: April 20, 2022, Publish: October 21, 2022.

<sup>1</sup> **Muhtarom Muhtarom** is a student of the Sharia Economics Law Department, Sharia Faculty. Institut Agama Islam Az-Zaytun Indonesia (IAI AL-AZIS). Email: [mtarom228@gmail.com](mailto:mtarom228@gmail.com)

<sup>2</sup> **Irvan Iswandi** is a Lecturer of the Sharia Economics Law Department, Sharia Faculty. Institut Agama Islam Az-Zaytun Indonesia (IAI AL-AZIS). Alamat Email: [Irvan.iswandi10@gmail.com](mailto:Irvan.iswandi10@gmail.com)

<sup>3</sup> **Ali Aminullah** is a Lecturer of the Sharia Economics Law Department, Sharia Faculty. Institut Agama Islam Az-Zaytun Indonesia. Alamat Email: [aminulloh@iai-alzaytun.ac.id](mailto:aminulloh@iai-alzaytun.ac.id)

## A. INTRODUCTION

Islam teaches to live to help each other among human beings. Help (ta'awun) is mentioned several times in the Qur'an. One of them is found in the letter al-Maidah verse 2 which means: "And help you in (doing) goodness and piety, and do not help in committing sins and transgressions. And fear Allah, verily Allah is severe in punishment." From this verse it can be seen that Allah SWT invites His servants to help each other in goodness, of course accompanied by piety to Him. Because, in piety contained the pleasure of Allah SWT.<sup>4</sup>

Pawn or rahn is a means of helping human beings. Pawn is an item that is used as collateral for debt with the stipulation that if there is difficulty in payment, the debt can be paid from the sale of the goods used as collateral.<sup>5</sup> The legal basis for pawning is found in the longest surah and the longest verse in the Qur'an, namely surah al-Baqarah verse 282.

As for the Shaykh Prof. Dr. Wahbah Al-Zuhaily, an expert on fiqh and interpretation of Syria in Tafsir Al-Munir (2013) interprets Surah Al-Baqarah verse 282 and verse 283 that transactions made in cash (debt) should be recorded. The recording must be carried out by a scribe who is trusted, honest, fair, and does not manipulate which can harm each other.<sup>6</sup> The parties to the transaction must take care of each other so that the clerk's rights are not harmed. In addition, the clerk should also be accompanied by witnesses from 2 men or 1 man plus 2 women. These witnesses must testify according to what they have seen and heard, and must not testify outside of the agreement. That is, a witness must be an honest, intelligent, and reliable person.

Pawn itself is one aspect of muamalah. Muamalah is terminology defined as laws relating to human legal actions in worldly matters. For example, in the matter of buying and selling, accounts payable, trade cooperation, unions in cultivating land, and leasing (Sa'id, 1402 H: 12).<sup>7</sup> One form of piety to Allah SWT of course by paying attention to whether the practice of pawning carried out by a Muslim is in accordance with Islamic law or not. The pawn itself is agreed upon

---

<sup>4</sup> Sugesti, D. (2019, Oktober). Mengulas Tolong Menolong dalam Perspektif Islam. *Jurnal PPKn dan Hukum*, 14.

<sup>5</sup> Nirwansyah, H. (2017). *Peraktik Gadai Sawah Tanpa Batas Waktu di Kecamatan Pitumpanua Kabupaten Wajo (Tinjauan Hukum Islam)*. Makassar: Fakultas Syariah dan Hukum UIN Auluddin Makassar.

<sup>6</sup> Putra, Popi Adiyes. (2022). *Bisnis Syariah: Transaksi Tidak Tunai, Menurut Pandangan Wahbah Al-Zuhaily dalam Tafsir Al-Munir*. *Jurnal Tabarru': Islamic Banking and Finance*.

<sup>7</sup> Fadllan. (2014, Juni). Gadai Syariah: Perspektif Fikih Muamalah dan Aplikasinya dalam Perbankan. *Iqtishadla*, 1.

by the fiqh scholars to be allowed, because it contains many benefits, including as a means of helping human beings.

One of the objects of collateral is paddy fields. Paddy land is land that is used to grow rice, either continuously throughout the year or alternately with secondary crops.<sup>8</sup> Indonesia, which is an agricultural country, that is, a country where most of the population works in the agricultural sector, certainly does not rule out the possibility for its people to pawn their fields. The people in Sukajaya village, Jonggol sub-district, Bogor district are no exception. Moreover, Jonggol sub-district is one of the regions in Indonesia that has excellent agricultural potential.<sup>9</sup> After the researchers made initial observations, the researchers found the fact that many residents of Sukajaya village were practicing pawning fields. They use their mortgaged land for agricultural activities as well as their economic source. This is contrary to the fiqh concept of the use of pawned goods, which some scholars prohibit their use because they are considered usury.

Riba itself is linguistically ziyadah, which means addition, growth, increase, swell, increase. However, it should be underlined that not all additions or growth are categorized as usury. Meanwhile, in fiqh, usury is any addition to the main assets that are not compensation, business results, or gifts. As for technically, usury is taking additional from the main assets or capital in a vanity. Bathil in this case is an act of injustice (dzalim) or silence accepting injustice (terdzalimi) (P3EI, 2012: 70) in Alwi's research.<sup>10</sup> Therefore, researchers are interested in researching further about the practice of pawning rice fields in the area, because the perpetrators are Muslims whose lives have been regulated in Islamic law or fiqh. The researcher wrote this research in an article entitled, "Practice Pawn Pawning According to Islamic Law and Positive Law (Case Study in Sukajaya Village, Jonggol District, Bogor Regency)".

## B. METHODS

This research uses a qualitative approach with the type of case study research. Researchers conducted research directly in Sukajaya Village, Jonggol District, Bogor Regency. This location was once used as the location of the Real

---

<sup>8</sup> Muttaqin, I. (2015). *Perspektif Hukum Islam Terhadap Pelaksanaan Gadai Sawah dalam Masyarakat Desa Dadapayam Kecamatan Suruh Kabupaten Semarang*. Universitas Muhammadiyah Surakarta.

<sup>9</sup> Ahsan, M. R. (2017, April 3). Komoditas Pertanian Terbaik Ada di Jonggol. Retrieved from Kompasiana: [https://www.kompasiana.com/tyyqeyi82137131812308/komoditas-pertanian-terbaik-ada-di-jonggol\\_58e1e792109373b00a17f3ef](https://www.kompasiana.com/tyyqeyi82137131812308/komoditas-pertanian-terbaik-ada-di-jonggol_58e1e792109373b00a17f3ef).

<sup>10</sup> (2022, Juli 19). Retrieved from Al-Qur'an Indonesia: <https://quran-id.com>.

Work Lecture (KKN) for researchers. So that researchers already know how the conditions and what problems exist in that location, especially those related to buying and selling practices, such as the practice of pawning rice fields. The population in this study were the people of Sukajaya village, Jonggol sub-district, Bogor district who had or are currently practicing pawning fields. Meanwhile, the sample in this study was 12 people from Sukajaya village, Jonggol sub-district, Bogor district, who practiced pawning fields in Sukajaya Village, Jonggol sub-district, Bogor district. In addition, researchers also collect data through direct observation and interviews with informants.

## C. RESULTS AND DISCUSSION

### 1. Results

This study found that 12 out of 12 research samples from Sukajaya village, Jonggol sub-district, Bogor district, specifically Cisewu village, Sodong village, Babakan Tegal Koneng village, and Pamindangan village, pawned their rice fields due to the fact that it is a custom or habit. Exactly where the pawnee makes use of or oversees the pawned rice field. Some arable land is handled by a third party, with profits split with the pawnee, while other parcels are overseen by the pawnee directly. They believe that the standard pawn contract is legitimate, so any investment must yield results, including the ransom.

Moreover, the practice of pawning rice fields revealed the community's familiarity with Islamic law and positive law. People's lack of comprehension can be traced back to their adherence to established norms and practices, while even those who do have an understanding continue to do so out of habit or deference to tradition, often because they feel economically compelled to do so.

Based on the results of interviews with the people of Sukajaya Village, it was found that what kind of pawning practice was, as revealed by Didi Suryadi, a resident of Cisewu village Rt 02 Rw 03, pawned an area of 1000 m<sup>2</sup> of rice fields at a price of Rp. 10,000,000.<sup>11</sup> Didi Suryadi pawned his rice field because his family was in a disaster, so he suddenly needed money, considering that his family did not have cash, he used his rice field as collateral because it was his property. After Didi (the pawnbroker) met Mamu Kusuma, a resident of Kampung Cisewu Rt 02 Rw 03, prior to the agreement on the pawn transaction, Didi Suryadi explained the area of the rice fields to be pawned and estimated the

---

<sup>11</sup> Wawancara dengan bapak Didi

amount of money to be lent.<sup>12</sup> Because Didi Suryadi wanted to ease the financial burdens of his neighbors, he and Mamu Kusumah came to terms on a pledge agreement, according to which Didi Suryadi guaranteed the rice fields at the above-mentioned area and price, and Mamu Kusumah took over management of the rice fields for an indefinite period of time. Then, Mamu Kusumah allowed a third party to oversee the care of his rice fields; he paid for everything from the initial seeds and fertilizer to the labor of the harvest workers, and then he divided the profits with the third party according to their agreed-upon percentages. Didi Suryadi and Mamu Kusumah, when asked about pawning, both said that they have a firm grasp on the concept as it is articulated in Islamic law, but that they have no such firm grasp on the concept as it is articulated in positive law, by which they mean Law No. 56 Prp of 1960.<sup>13</sup>

So far, the practice of pawning rice fields is still following the tradition in Sukajaya Village which has been passed down from generation to generation, namely the recipient of the pawn is still working on the pawned land, with free time, as long as the debt has not been repaid, the pawned field is still the right of the pawnee. The contract that is carried out does not use letters as evidence of the pawn transaction and does not include witnesses, they carry out transactions on the basis of mutual trust and mutual help. The pledge agreement does not use a letter of agreement and witnesses on the basis of the trust of both parties, moreover they are still neighbors of the village who have known for a long time. H. Mukti Ali revealed that he understands the practice of pawning according to Islamic law.<sup>14</sup> However, according to positive law which refers to Law No. 56 Prp of 1960, they do not understand. Nengsih admits that he does not understand how to pawn according to Islamic law, let alone according to positive law, just heard about it today. However, in reality, from both sides, they still follow the prevailing custom in Sukajaya Village, namely the recipient of the pawn still manages the pawned land.<sup>15</sup>

Furthermore, as stated by Ustadzah Sholihat Residents of Pamindangan Village Rt 01 Rw 03, the reason for mortgaging rice fields is to repair houses. The estimated amount is Rp. 25,000,000, with an area of 3500 m<sup>2</sup> of rice fields. She revealed that the agreement to pawn the fields is without a time limit, as long as the debt has not been paid off, it becomes the right of the pawnee.<sup>16</sup> A pawn contract was handled by the pawnee, a man named Ali Karim, who lives in the

---

<sup>12</sup> Wawancara dengan bapak Mamu Kusumah

<sup>13</sup> PERPU No. 56 Tahun 1960 tentang Penetapan Luas Tanah Pertanian [JDIH BPK RI]

<sup>14</sup> Wawancara dengan bapak H. Mukti Ali

<sup>15</sup> Wawancara dengan Ibu Nengsih

<sup>16</sup> Wawancara dengan Ustadzah Solihat

village of Sodong Rt 02 Rw 05. Ali Karim immediately put the contract to use and began working on it. Since they are both neighbors in the same hamlet, there is no need for formalities like letters or witnesses to confirm this agreement. Ustadzah Solihat indicated that she understands how to practice pawning according to Islamic law, but the practice of pawning according to positive law does not yet grasp. In a similar vein, Ali Karim admitted that he had no idea how pawning worked under Islamic Law or Positive Law; he had only heard about it from researchers. The pawning he had done up until that point had followed the local customs of his village; for example, the pawnee works on the land that had been pawned.<sup>17</sup>

## 2. Pawn Pawn Practice in Sukajaya Village

Since paddy fields in Sukajaya Village have been in use for such a long time, it is difficult to pinpoint an exact year for the introduction of the pawn system. People in Sukajaya Village pawn items for a variety of reasons, the most common of which are a lack of cash on hand and the need to pay for urgent or unanticipated expenses. A farmer's most prized possession in Sukajaya Village is his or her rice paddy. They are principled by pawning rice fields in addition to acquiring big funds, both for capital needs, or other pressing necessities, with the hope that they will be redeemed again one day.<sup>18</sup>

Based on the results of research on the research subject, the author concludes that the elements of the community of Sukajaya Village in carrying out the practice of pawning rice fields are as follows:

- a) Elements of customs and habits of the people of Sukajaya Village, Jonggol District. The practice of pawning rice fields carried out by the community in Sukajaya Village has been entrenched since ancient times until now which is carried out continuously and repeatedly, so it has become a natural thing in the urgent need for someone to pawn the land he already owns.
- b) Feelings of community spirit at Sukajaya Village, Jonggol District. People in Sukajaya Village are known for their willingness to lend a hand; if someone pawns their rice field, the pawnee will lend them money as a sign of appreciation; and the pawnbroker will allow the pawnee to temporarily

---

<sup>17</sup> Wawancara dengan bapak Ali Karim

<sup>18</sup> Wawancara dengan Bapak H. Sulaeman

manage the pawned field until he can redeem it in exchange for the loaned money.

- c) The Cipamingkis river and other small rivers flank the fertile Sukajaya Village, resulting in many expanses of agricultural rice fields. As a result, the majority of the Sukajaya Village community are farmers, who, in a single year, can harvest twice as much rice as well as once as much nutmeg as corn.<sup>19</sup>
- d) The factor of the needs of the people of Sukajaya Village, Jonggol District.

Urgent needs require immediate costs in the best and effective way by mortgaging the fields they have. These urgent needs can be in the form of tuition fees and hospital treatment as stated by H. Mukti Ali. Usually the implementation of this pawn is carried out on the basis of mutual trust and agreement between the two parties, only relying on receipts, some do not rely on records and some do not accompany witnesses.<sup>20</sup>

They only know that pawning is permissible in religion, and they only understand that collateral may be used by the recipient of the pledge (murtahin). The problem of the amount of money and the terms of the time for paying debts there is no benchmark or calculation in general, only based on the agreement of both parties. It has become a common thing for people to do when an item is pawned, the item can be used by the recipient of the pawn (murtahin), including pawning the fields. So the recipient of the pawn (murtahin) can work on the fields that are used as collateral during the time of the debt repayment agreement that has been agreed upon by both parties.<sup>21</sup>

### **3. Islamic Law's View on Pawn Paddy Practice in Sukajaya Village**

The study found that there was a need for further case-by-case analysis of the practice of pawning rice farms in Sukajaya Village. When Rahn pawns his rice fields to Murtahin, the pawnee receives the paddy fields as collateral, which Murtahin can then use to tend to and harvest. An error in the interpretation and understanding of the use of the pawned field by the recipient of the pawn and the absence of a time limit for the expiration of the pawn practice mean that so long as the pawner (Rahn) has not paid off his debt, the rice field remains in the

---

<sup>19</sup> Bogor, D. K. (2019). *Desa Sukajaya*. Retrieved from Kecamatan Jonggol Kabupaten Bogor: kecamatanjonggol.bogorkab.go.id

<sup>20</sup> Wawancara dengan Bapak Dumjati

<sup>21</sup> Wawancara dengan Bapak Jaka

possession of the pawnee. The pawnee is still making use of the pawn (Murtahin). No, this does not comply with the pawn's tenets and conditions just yet.<sup>22</sup>

Based on the results of research conducted on the people of Sukajaya Village, they meet the criteria and are in accordance with Islamic law:

1. A pawned rice field has economic value, may be used for economic operations, and can produce an average of two harvests per year of rice and one harvest of supplementary crops like maize.
2. The collateral is clear in both form and value. In this case, the paddy fields in Sukajaya Village are fertile soils with sufficient rainfall. For agricultural irrigation, the Cipamingkis river flows through the rice fields in Sukajaya Village..
3. Pawned rice fields are the property of the residents of Sukajaya Village, although on average in the ownership letter in the form of a girik letter, the Sale and Purchase Deed (AJB), has not been certified.<sup>23</sup>
4. The value of the collateral for the pawned field is equal to or more than the amount of the debt. Based on the results of interviews with the perpetrators of pawning fields between Ustadz Sholihat with an area of 3,500 m<sup>2</sup> with a pawn value of IDR 25,000,000, while the price of rice fields according to the Tax Object Sales Value (NJOP) in 2021 is estimated at more than IDR 70,000,000 (interview with Ustadzah Solihat ).

#### 4. Debt (*Marhun bih*)

According to Islamic law, the debt that precipitated the pawn transaction in Sukajaya Village is valid and legitimate since it is quantifiable, fixed, and well-defined. Thus, the debt is both a right and an obligation that must be discharged by returning the goods to the murtahin against repayment of the debt. The utilization of rice fields that are legally considered rahin but are transferred to murtahin after the contract is signed causes complications in its implementation. Rahin should be allowed to oversee and profit from the rice fields in accordance with Islamic law. Because the rahin only owns the products, while the murtahin has no right to take the benefits of the commodities or acquire the outcomes, if

---

<sup>22</sup> Fadllan. (2014, Juni). Gadai Syariah: Perspektif Fikih Muamalah dan Aplikasinya dalam Perbankan. *Iqtishadla*, 1.

<sup>23</sup> Wawancara dengan Kepala Desa Sukajaya Bapak H. Ujang roaayani Spd.I



the rice fields pledged as collateral cannot be used by Murtahin as the recipient of the pawn, then what happens will not bring benefits. As a result, the mentality of the residents of Sukajaya Village has become the norm; under the initial contract agreement, the residents of Sukajaya Village routinely secure Rahin's approval to pledge their rice fields as security.<sup>24</sup>

The murtahin delegates control of the collateral rice fields to a third party, the farm laborers, who are responsible for everything from preparing the paddy fields for planting rice to harvesting the crop. There are two types of murtahin agreements regarding the management of rice fields: those in which the murtahin manage the fields themselves, and those in which they contract out the management to an outside party.<sup>25</sup> Afterwards, the pawn contract incorporated a muzara'ah contract. The residents of Sukajaya Village generally agree that the aforementioned parties have an unlimited amount of time once the contract is fulfilled to continue using the fields. Until the debt is repaid, the murtahin retains possession of the field even if rahin has returned the loan. In Sukajaya Village's pawning practices as a whole, the muzara'ah contract is consolidated into the pawn agreement. The murtahin may personally tend to some of the pawned fields, or they may just direct the laborers there. Once researchers are aware of the aforementioned events, they will be able to see that the two types of field pawning practiced in Sukajaya Village use a single contract system for two distinct transactions: the pawn contract incorporates a muzara'ah contract for the distribution of agricultural products, merging the two into a single agreement, and the muzara'ah contract thus becomes an integral part of the pledge agreement. This means that the pawn contract unites the muzara'ah contract. According to the following hadith from the Prophet, doing business with two parties under the same contract is forbidden in Islam.

"Has told us Hasan and Abu Nadlr and Aswad bin Amir they said; Has told us the Syarik of the Listen from Abdurrahman bin Abdullah bin Mas'ud radiallahu 'anhuma from his father said; The Prophet sallallaahu 'alaihi wasallam forbade two transactions in one contract. Aswad said; Syarik said; Listen said; A man sells merchandise while saying; He is with so and so credit and with so and so cash. (AHMAD - 3595)."<sup>26</sup>

Of the two types of pawning fields in the use of pawned goods in Sukajaya Village, it is not in accordance with the principle of muamalah. The researcher explained in the previous discussion that the pawn contract is to help, the pawn

---

<sup>24</sup> Wawancara dengan Bapak Ali Karim

<sup>25</sup> Wawancara Kh. Komar

<sup>26</sup> [Musnad Ahmad 3595 \(carihadis.com\)](https://www.carihadis.com)

is not the overall ownership of an object for the use of an item, but only for collateral in the debt agreement.<sup>27</sup> Dengan hal itu para ulama sepakat bahwa hak milik serta hak untuk memanfaatkan barang jaminan masih berada pada pihak rahin. Murtahin sebagai penerima gadai tidak boleh mengambil manfaat barang gadaian kecuali mendapat izin dari rahin. Hal ini berdasarkan hadits Nabi SAW sebagai berikut: Telah menceritakan kepada kami Abu Nu'aim menceritakan kepada kami Zakariya' 'Amir dari Abu Hurairah R.A dari Nabi SAW bersabda: "Sesuatu (hewan) yang digadaikan boleh dikendarai untuk dimanfaatkan, begitu juga susu hewan boleh diminum bila digadaikan". (Imam Bukhori)<sup>28</sup>

The items that are pawned can be classified into two groups based on the item itself. Static and dynamic elements. Similarly, the financing of pawned commodities can be classified into two categories: those that do and do not incur maintenance costs. According to the hadith, murtahin is permitted to appropriate the benefits accruing from the use of commodities in proportion to the costs required for maintenance:

"Had told us Muhammad bin Muqatil had told us 'Abdullah has told us Zakariya' from Ash-Sha'biy from Abu Hurairah radiallahu 'anhu said; The Prophet sallallahu 'alaihi wasallam said: "(Animals) may be ridden if pawned with a certain payment, animal milk can also be drunk if pawned with a certain payment, and for those who ride and drink their milk must pay" (Imam Bukhari - 2329)."<sup>29</sup>

The context of the following hadith makes it clear that it refers to situations where livestock is used as collateral for debt and the costs associated with keeping that livestock are also owed. Pawning rice fields is permitted under Islamic law since rice fields are things that rightfully belong to the owner and not to anyone else. Islam as a doctrine has its own structure whose components all serve a common purpose. Islam's guiding legal premise is based on safeguarding the integrity of five fundamental values: faith, family, property, intellect, and progeny. In this matter, it concerns muamalah and requires further thought to ensure that it remains consistent with Islamic law. Allah SWT says in verse 58 of Surah An-Nisa:

"Indeed, Allah commands you to convey the message to those who are entitled to receive it, and (orders you) when you set a law between people so that you judge

---

<sup>27</sup> Nirwansyah, H. (2017). *Praktik Gadai Sawah Tanpa Batas Waktu Tinjauan Hukum Islam*, Makasar:12

<sup>28</sup> [Hadits Bukhari No. 2328 | Menggadaikan kendaraan tunggangan dan hewan perah](#)

<sup>29</sup> [Hadits Bukhari No. 2329 | Menggadaikan kendaraan tunggangan dan hewan perah](#)

with justice. Verily, Allah has taught you the best. Verily, Allah is All-Hearing, All-Seeing (Q.S. An-Nisa' 4:58)."<sup>30</sup>

The preceding research indicates that pawning rice fields in Sukajaya Village does not adhere to Islamic law in terms of its pillars and circumstances. According to the *ijab qabul*, as long as the pawner (Rahin) has not repaid the obligation, the pawned rice field will continue to be maintained by the pawn beneficiary (Murtahin). When confronted with Allah SWT's prohibitions, he rejects his identity as a Muslim who is faithful to Him and His Messenger in favor of fulfilling his own whims. The Ulama reached consensus that the pawned land constituted usury and hence could not be used by the pawnee (Murtahin).

## 5. Positive Legal View on Pawn Paddy Practice in Sukajaya Village

Pawnshops are a common sight in Sukajaya Village because borrowers can quickly and easily receive cash. Pawning land, including pawning fields, is permissible under the law thanks to provisions in the Basic Agrarian Law concerning: Basic Regulations on Agrarian Principles, which include, among other things, with respect to Basic Principles and Basic Provisions:

Rights to Land, Water and Space and Land Registration; and Criminal provisions. Furthermore, the main Agrarian Law has classified pawns into temporary rights as stated in Article 16 paragraph 1 letter h.<sup>31</sup> Article 53 (1) specifies that liens on agricultural land are temporary land rights, and in cases where there are characteristics in agricultural liens that are contrary to the law, the liens will be abolished after a short period of time.<sup>32</sup> Because it contains the nature of extortion and is contrary to the spirit of the Basic Agrarian Law. In an effort to eliminate the nature of extortion, the field pawn transaction is not an easy job.<sup>33</sup>

Article 53 (1) specifies that liens on agricultural land are transitory land rights where agricultural use is intended, and that this definition applies to liens on all types of land. Due to the lengthy history of pawning rice fields in Sukajaya Village under an unwritten rule, customary law, it is not simple to eradicate these practices and exercise lien rights over agricultural land in accordance with the

---

<sup>30</sup> (2022, Juli 19). Retrieved from Al-Qur'an Indonesia: <https://quran-id.com>.

<sup>31</sup> Harsono, B (2008). *Hukum Agraria Indonesia Himpunan Peraturan-Peraturan Hukum Tanah*. Jakarta : Djambatan

<sup>32</sup> Harsono, B (2008). *Hukum Agraria Indonesia Himpunan Peraturan-Peraturan Hukum Tanah*. Jakarta: Djambatan

<sup>33</sup> Santoso, U. ( 2012 ). *Hukum Agraria Kajian Komperhensif*. Jakarta: Kencana

Basic Agrarian Law. Historically, liens on farmland were governed by common law. Article 7 paragraphs (1), (2), and (3) covering time restrictions and methods redemption in the mortgage of agricultural land are further regulated in Law Number 56 Prp (Perpu) of 1960 concerning Determination of Agricultural Land Areas to limit the management of agricultural liens.<sup>34</sup>

A person who has held a lien on agricultural land for seven years or longer is required under Article 7, paragraph (1) to restore the land to its owner within one month following the completion of the harvest, without any right to demand payment of the lien. If a field pawn holder works on agricultural land for seven years or more, the result is expected to be more than the field pawn money the holder originally handed to the rice field owner. The pawning system for rice fields that had been operating in the midst of the still-customary law-using Sukajaya Village community has been legally and publicly annulled by the terms of Article 7.

## **6. Sukajaya Village Community Understanding of Law Number 56 Prp Year 1960**

If the pawning of agricultural land has lasted 7 years or more, it is restored to the pawnbroker without asking for a ransom, as established in Law Number 56 Prp of 1960, Article 7 paragraphs (1), (2), and (3). The residents of Sukajaya Village have a system in place for redeeming pawned fields, but there is no time restriction on how long the owner must wait before they receive their property back. According to the respondent's statement, residents of Sukajaya Village engage in the practice of pawning rice fields, with the recipient of the field pawn having possession of the property until the owner of the rice field redeems his rice field. That's the word on the street, so to speak; some residents of the area may not have been aware of the legal implications of Government Decree 56 Prp of 1960 since they didn't think it applied to them.

People of Sukajaya Village have a strong sense of community and are always willing to provide a hand to those in need. Pawning the fields is just one of many activities that depend on the mutual trust, care, and assistance of everyone in the community. The vast majority of the relationships studied are those based on trust, kinship, and assistance between the field pawner and the rice pawn beneficiary. The villagers of Sukajaya Village may think their current

---

<sup>34</sup> Harsono, B (2008). *Hukum Agraria Indonesia Himpunan Peraturan-Peraturan Hukum Tanah*. Jakarta : Djambatan

method of pawning rice fields is beneficial, but a closer examination will reveal drawbacks for the pawnbroker.

According to the findings, the pawnee has complete control over the rice field and is entitled to all of the harvests for as long as the original owner is unable to pay off the debt. As a result, the pawnee can expect to earn enough money from the rice field in the coming years to pay off the original owner's debt and then some. The residents of Sukajaya Village engage in the practice of pawning rice fields as a means of protecting themselves from potentially dangerous outside influences, and this is exactly what the authors of Law Number 56 Prp of 1960 had in mind. Effendi Warin claims that there is an exploitative element to the practice of pawning rice fields because the recipient of the pawn receives a far higher yield than the owner of the field does in return for the pawn money.<sup>35</sup>

Something that harms the lien of the rice fields in Sukajaya Village:

1. Although the practice of pawning rice fields in Sukajaya Village has been going on for at least seven years, it has not been returned prior to redemption with an amount of money equivalent to the pawn money received by the owner. The pawning time is not limited. In order to repay the lender's initial debt and then some within a few years.
2. The debt redemption amount must be equal to the amount of money the landowner would receive. The procedure for retrieving pawned items is spelled forth in Law 56 Prp of 1960. According to the established formula, this is what is wanted.

## **7. Elements Inhibiting the Implementation of Pawn Paddy Practices based on Law Number 56 Prp Year 1960**

In the study, it was found that the practice of pawning fields in Sukajaya Village, Jonggol sub-district, was not in accordance with the applicable positive law because it was implemented without a time limit, with the landowner handing over the pawned fields to the recipient of the pawn to be worked on until the landowner could redeem return to the field at some point in the future. Pawning is illegal under the terms of Law 56 Prp of 1960, which is in effect for 7 years.<sup>36</sup>

---

<sup>35</sup> Santoso, U. (2012). *Hukum Agraria Kajian Komperhensif*. Jakarta: Kencana

<sup>36</sup> PERPU No. 56 Tahun 1960 tentang Penetapan Luas Tanah Pertanian [IDIH BPK RI]

Fields pledged for pawn must be redeemed in accordance with the amount of pawn money, which is contrary to the law. All participants in the research agreed that in order for field pawning to function well in Sukajaya Village, the pawnbroker must pay the pawnee the same amount of money as was originally pawned.

From this discussion, it can be seen that the practice of pawning fields is still not in accordance with positive law. Pawning of paddy fields in Sukajaya Village is based on article 7 paragraph (1), (2), and (3), cannot be implemented yet due to several elements:

1. There has been no socialization of Law Number 56 Prp of 1960 which regulates Pawn Paddy Practices in Sukajaya Village from the authorities. The socialization of positive law which refers to Law Number 56 Prp of 1960 which regulates the practice of pawning fields is the task of various parties such as the Village Head, land agencies, academics, and authorized officials. The understanding of the community is helped, so that they get information, input, suggestions that are not detrimental in the practice of pawning fields, both from the pawning party and the pawn recipient. The people of Sukajaya Village in general do not know the applicable provisions of the practice of pawning fields based on Law Number 56 of 1960, they only know based on the traditions that have been passed down from generation to generation. This can be seen from the results of the study which showed that the research subjects, both the giver and the recipient of the field pawn in Sukajaya Village, did not know about the law governing the practice of pawning rice fields.
2. The culture of the Sukajaya Village community who considers the provisions in Law Number 56 Prp of 1960 not to be in accordance with the customs that exist in the village environment.

Environmental factors have a bearing on the custom of pawning rice fields in Sukajaya Village. This practice is openly sanctioned by the community and approved by both the pawner and the pawnee on a regular basis. If the general public believes that the pawnee would suffer because of the law's stipulations, the pawnshop owner may view the pawnshop as a place to make a lot of money quickly without risking any harm to himself. They don't understand the Act was not meant to prohibit pawning rice lands in Sukajaya Village.

The lack of understanding of the people of Sukajaya Village on the intent and purpose of Law Number 56 Prp of 1960 has not socialized all information regarding positive law. Research subjects as pawnbrokers generally face the

same problem, which requires large costs due to an urgent need, they only think how to get cash in a short period of time, so they never think about knowledge about the practice of pawning rice fields in Indonesia. Sukajaya Village based on the applicable law. The recipient of the pawn has not opened up legal insight, but tends to think about getting a profit by working on the pawned field.

All legal subjects in Sukajaya Village have not been able to accept the provisions of Article 7 of Law Number 56 Prp of 1960, demonstrating the poor level of legal knowledge among the locals. As if the fiduciary party did not feel injured, they do not wish to be bound by the custom of pawning fields in defiance of these rules. As a result of this misunderstanding, villagers in Sukajaya Village have been pawning fields in violation of positive law requirements.

The level of education of the people of Sukajaya Village can be seen from the educational status, some are elementary, junior high, some are high school. This can be seen clearly in all research subjects between answers to questions regarding the enactment of Law Number 56 Prp of 1960 which regulates the time limit and method of redemption of the practice of pawning fields they do not know at all. So that it can be concluded that there is no conformity with Law Number 56 of 1960 concerning the implementation of pawning for rice fields in Sukajaya Village, and public understanding and awareness of the positive law governing the implementation of pawning for rice fields in Sukajaya Village.

#### **D. CONCLUSION**

It is impossible to put a definitive date on the practice of pawning fields of rice in Sukajaya Village, Jonggol District, Bogor Regency, because it has been going on for so long. Pawning is done in Sukajaya Village to secure short-term loans for the purpose of meeting unexpected expenses or expanding the local economy. An unrestricted quantity of money is given to the field's owner in exchange for the field's collateral. During the pawning period, the murtahin may cultivate the pawned field himself or hire a third party to do so; if the murtahin cultivates the land himself, all of the profits go to him alone, while if a third party does so, the pawner and the third party split the earnings in accordance with the terms of the pawning agreement. As long as the owner of the field has not been able to repay the loan, the pawned field remains in the possession of the pawnbroker (murtahin). The rice field is returned to the owner, when he is able to repay the loan.

Pawning rice fields in Sukajaya Village, Jonggol District, can and cannot be done in certain ways according to Islamic law. It is apparent that the deceased's rice

field is his own property in both form and value, and that the contract between him and the pawner is in conformity with Islamic law. Speaking specifically about the pronouncement of *ijab qabul*, this is not in conformity with the pillars and requirements based on the interpretation of Islamic law. Since the pawnbroker is responsible for overseeing the *ijab qabul*'s pawned rice fields, it's safe to assume that Sukajaya Village's practice of pawning fields has not complied with Islamic law.

The practice of pawning rice fields in Sukajaya Village, Jonggol District, according to positive law, there are things that are appropriate and not appropriate. The object of the pawn, in this case, the fields that are guaranteed based on the research, are non-disputed rice fields, or union property (together) with a letter in the form of a *girik* or a deed of sale and purchase (AJB), which has been split up with other family members. The subjects of the pawn are the parties who carry out the field pawn transactions, they are people who are legally capable, intelligent, there is no coercion or intimidation from any party, so that this field pawn agreement is carried out with their own awareness.

Regarding the unconstitutional practice of pawning rice fields in Sukajaya Village, the relevant provisions of Law No. 56 Prp of 1960 are as follows: first, the pawn agreement agreement is without a time limit, and so long as the giver the pawn has not paid off the debt to the pawnbroker, the pawned field is still managed by the pawnbroker; second, the procedure for redeeming the pawned field is to pay However, there is no uniformity; in the Sukajaya Village community, the pawnbroker is still expected to reclaim the whole sum owing to him regardless of whether or not the pawner has made enough money or benefited enough through the years to pay off his loan.

## REFERENCES:

- (2022, Juli 19). Retrieved from Al-Qur'an Indonesia: <https://quran-id.com>.
- Ahsan, M. R. (2017, April 3). *Komoditas Pertanian Terbaik Ada di Jonggol*. Retrieved from Kompasiana: [https://www.kompasiana.com/tyyqeyi82137131812308/komoditas-pertanian-terbaik-ada-di-jonggol\\_58e1e792109373b00a17f3ef](https://www.kompasiana.com/tyyqeyi82137131812308/komoditas-pertanian-terbaik-ada-di-jonggol_58e1e792109373b00a17f3ef).
- Alwi, M. (2016, November). *Praktek Gadai Sawah pada Masyarakat Kecamatan Luyo Kabupaten Polewali Mandar Perspektif Etika Bisnis Islam*. J-ALIF, 1.
- Bakry, N. (1994). *Problematika Pelaksanaan Fiqh Islam*. Jakarta: PT RajaGrafindo Persada.



- Bogor, D. K. (2019). *Desa Sukajaya*. Retrieved from Kecamatan Jonggol Kabupaten Bogor: kecamatanjonggol.bogorkab.go.id.
- Darmanah, G. d. (2019). *Metodologi Penelitian*. Lampung Selatan: CV HIRA TECH.
- Fadllan. (2014, Juni). Gadai Syariah: Perspektif Fikih Muamalah dan Aplikasinya dalam Perbankan. *Iqtishadla*, 1.
- Hermawan, I. M. (2018). *Metodologi Penelitian Bahasa Arab*. Bandung: PT Remaja Rosdakarya.
- Ichsan, M. (2015). *Pengantar Hukum Islam*. Yogyakarta: Universitas Muhammadiyah.
- Marzuki. (2013). *Pengantar Studi Hukum Islam: Prinsip Dasar Memahami Berbagai Konsep dan Permasalahan Hukum Islam di Indonesia*. Yogyakarta: Ombak Dua.
- Mekarisce, A. A. (2020). *Teknik Pemeriksaan Keabsahan Data pada Penelitian Kualitatif di Bidang Kesehatan Masyarakat*. *Jurnal Ilmiah Kesehatan Masyarakat*, 12.
- Muttaqin, I. (2015). *Perspektif Hukum Islam Terhadap Pelaksanaan Gadai Sawah dalam Masyarakat Desa Dadapayam Kecamatan Suruh Kabupaten Semarang*. Universitas Muhammadiyah Surakarta.
- Nirwansyah, H. (2017). *Peraktik Gadai Sawah Tanpa Batas Waktu di Kecamatan Pitumpanua Kabupaten Wajo (Tinjauan Hukum Islam)*. Makassar: Fakultas Syariah dan Hukum UIN Auluddin Makassar.
- Notohadiprawiro, T. (2006). *Sawah dalam Tata Guna Lahan*. Ilmu Tanah Universitas Gadjah Mada.
- Noviani, T. (2018). *Tahap-Tahap Penelitian Kualitatif*. Yogyakarta: Fakultas Ilmu Pendidikan Universitas Negeri Yogyakarta.
- Nurgiansah, T. H. (2018). *Pengembangan Kesadaran Hukum Berlalu Lintas Siswa Melalui Model Pembelajaran Jurisprudensial dalam Pendidikan Kewarganegaraan*. *Repository UPI*.
- Putra, Popi Adiyes. (2022). *Bisnis Syariah: Transaksi Tidak Tunai, Menurut Pandangan Wahbah Al-Zuhaily dalam Tafsir Al-Munir*. *Jurnal Tabarru': Islamic Banking and Finance*.
- Rohidin. (2016). *Buku Ajar Pengantar Hukum Islam dari Semenanjung Arabia hingga Indonesia*. Yogyakarta: Lintang Rasi Aksara Books.

- Harsono, B ( 2008 ). *Hukum Agraria Indonesia Himpunan Peraturan-Peraturan Hukum Tanah*. Jakarta : Djambatan
- Santoso, U. ( 2012 ). *Hukum Agraria Kajian Komperhensif*. Jakarta: Kencana
- Sendari, A. A. (2021, April 28). *Pengertian Hukum Menurut Ahli, Unsur, Sifat, Tujuan, dan Fungsinya*. Retrieved from Liputan6: m.liputan6.com
- Sugesti, D. (2019, Oktober). *Mengulas Tolong Menolong dalam Perspektif Islam*. Jurnal PPKn dan Hukum, 14.
- Utami, F. (2018). *Praktik Gadai Sawah Petani Desa Tandam Hilir II dalam Perspektif Ekonomi Islam*. Medan: Universitas Islam Negeri Sumatera Utara.
- Wijaya, N. H. (2021, April). *Menilik Dasar Hukum dan Hikmah Akad Gadai dalam Nilai Islam Rahmatan Lil Alamin*. RSJ Rechtenstudent Journal.