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IMPLEMENTATION OF AGRICULTURAL LAND PARTY IN THE CONTEXT OF ISLAMIC ECONOMY

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Abstrak:

Industri gadai saat ini cukup menantang, bukan hanya pada sektor keuangan non bank saja akan tetapi sudah merambah ke masyarakat wilayah pedesaan melakukan system gadai. Dalam pelaksanaanya, alasan terjadinya transaksi ini adanya tuntutan kebutuhan ekonomi, sehingga mayoritas pihak yang melakukan praktik gadai lahan pertanian adalah masyarakat menengah kebawah. Tujuan penelitian ini untuk mengetahui kesesuaian praktik gadai jika ditinjau dari ekonomi Syariah. Metode penelitian yang digunakan yaitu kualitatif pendekatan deskriptif. Hasil penelitian menunjukkan bahwa transaksi gadai lahan pertanian yang dilakukan oleh masyarakat guluk-guluk berawal dari rasa simpatisme atau meluapkan iwa sosialnya sehingga dapat saling membantu. Terdapat dua system yang digunakan sebagai acuan menggadaikan lahan ini yakni Sebagian pihak yang menerima gadai memberikan syarat ketentuan atas pengembalian pinjaman dengan memperhatikan objek yang digunakan dalam mengembalikan pinjaman yang sudah dibahas Ketika awal perjanjian dibuat. Apabila dilihat dari sudut pandang penerima gadai, pihak ini tidak merasa keberatan akan transaksi yang dilakukan. Akan tetapi jika pada akhir transaksi tidak sesuai akad awal dalam hal patokan harga yang ditentukan maka transaksi ini tidak diperbolehkan.

Kata Kunci : Gadai; Lahan pertanian; Akad

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Abstract:

The pawning industry is currently quite challenging, not only in the non-bank financial sector but has penetrated the community in rural areas to carry out the pawn system. In practice, the reason for this transaction is an economic need, so that the parties who practice pawning agricultural land are the lower middle class. The purpose of this study is to determine the practice of pawning from a Sharia economics point of view. The research method used is a descriptive approach. The results showed that the agricultural land pawn transactions carried out by the guluk-guluk community originated from a sense of sympathy or expressed their social spirit so that they could help each other. There are two systems that are used as a reference for mortgaging this land, namely that some of the parties who receive the pawn provide conditions on advice by taking into account the object used in returning the credit which was discussed when the initial agreement was made. feel speech about the transaction made. However, if at the end of the transaction it is not in accordance with the initial contract in terms of the specified price benchmark, then this transaction is not permitted.

Keywords: Pawn; Agricultural land; Akad

INTRODUCTION

In 2019 Indonesia's economic conditions faced obstacles and challenges that were not easy, both in terms of the external and internal sectors. The trade war that occurred between the United States (US) and China had an impact on world trade traffic so that it experienced a decline which resulted in very slow economic growth in several countries. Of course, this indirectly affects the development of the pawn service industry, the pawning industry until the end of 2019 is quite challenging. As of December 31, 2019, 46 conventional private pawnshop companies registered with the OJK, and 33 conventional private pawnshops had received business permits from the OJK.

In terms of business growth, in 2019, Pegadaian's Outstanding Loan (OSL) growth was 23.3%. When compared to business growth in the Multifinance Industry of 5.8%, Pegadaian is still better. Based on the number of assets, the contribution of Pawnshops in 2019 was IDR 65.32 Trillion or equivalent to 99.5% of the total assets of the entire Pawn Service Industry (Pawning). However, when compared to the Multifinance Industry, which is a financial industry with a customer segmentation similar to Pegadaian,

the contribution of Pegadaian's Assets is 12.6% of the total assets of the entire Multifinance Industry of Rp518.14 Trillion.¹

Pawnshop companies are regulated and supervised by the Financial Services Authority, in the modern era like today, many pawnshops operate but do not have OJK permission or the company is illegal. Sharia pawnshops provide easy financing for MSME actors during the Covid 19 pandemic if the installments experience congestion, sharia pawnshops facilitate MSME customers who have an impact on applying for restructuring and relief of obligations. In 2021 it is predicted that there will be better growth in the economic sector, the public must be more vigilant because many pawning businesses are still illegal. The Financial Services Authority has announced that there are 17 names of illegal pawn businesses.²

Pawnshops are not only in the non-banking financial industry, but the general public in rural areas applies a pawn system in the form of pawning agricultural land. According to the Big Indonesian Dictionary (KBBI) the meaning of pawn itself is to borrow money within a certain time limit by submitting goods as dependents, if the debt is not repaid within the specified timeframe then the goods become the rights of the lender. This means that the purpose of the practice of pawning agricultural land by the community is to borrow money with collateral provided in the form of agricultural land.³

Pawn transactions in Cibeureum Kalong Sukawening Village have been going on for generations based on customs and have continued until now, the main basis for this practice is mutual help. As for the factors that hinder the implementation of sharia pawning in Cibeureum Kalong Sukawening Village, namely the limited knowledge of the community about sharia pawning, the community only knows the practice of pawning from generation to generation, pawning has a social function that is helpful in nature, and there is no written agreement in the implementation only based on trust⁴.

The application of pawning agricultural land that occurred in Gondanglegi Wetan Village was only based on customary law. This transaction was to cover a relatively large amount of funds in a short time. In the practice of pawning in Gondanglegi Wetan Village, there are no

¹ Ojk. (2019). *Statistik Lembaga Keuangan Khusus 2019*. Ojk.go.id

² Sukmana, Yoga. 2021. "Catat, Ini Daftar Terbaru 17 Bisnis Daftar Ilegal." KOMPAS.com

³ NurSyarifah, F. (2015). *Praktik Gadai Sawah Petani Desa Simpar Kecamatan Cipunagara Kabupaten Subang dalam Perspektif fikih muamalah*. Universitas Islam Syarif Hidayatullah Jakarta.

⁴ Rahmayanti Kiram dkk (2017) "Implementasi Gadai Tanah atau Tanah Secara Syariah di Desa Cibeureum Kalong Kecamatan Dramaga Kabupaten Bogor Jawa Barat". *Journal of Islamic Economy* 12, no. 1 27-39.

regulations or settlements if there is a violation in the implementation of the pawn, related to the implications for the pawning actors on agricultural land and for the surrounding environment, it has a negative impression because there are inequality in practice. Inequality means that one party feels profit and the other party feels aggrieved, and the public's view of the person making the pledge is not good on the grounds that the public knows that the transaction is prohibited according to Islamic law.⁵

The economic practice commonly carried out by the people of Aceh is the concept of gala. The practice of gala when viewed in the context of muamalah fiqh uses the rahn system, where the pawned goods will be held by the recipient of the pawn as collateral as long as the pawner has not paid his debt, in everyday practice people who are bound by gala (especially for rice fields) have difficulty redeeming their land because they should have the property used to seek sustenance used as collateral and continue to be faced with debt. The practice of Gala Umong (paddy pawning) carried out by the community of Gampong Dayah Syarif Village, Mutiara Sub-district, Pidie Regency, Aceh Province is not in accordance with sharia on the grounds that the Gala Umong practice is viewed from the pillars and terms of the pawning that has been carried out does not meet the requirements of rahn or pawn in the context of muamalah fiqh. The pillars that have not been fulfilled are that in practice there are still things that are not clear as to when to repay debts that must be made by the pawning party to the pawnee. Another thing that is not in accordance with the rules of the rahn contract is the use of the proceeds from the collateral in this case in the form of productive rice fields that are used by the recipient of the pawn.

Guluk-guluk village is a village with the majority of the community's livelihood being farmers, the practice of pawning which is partly carried out by the people of Guluk-guluk Village, Guluk-guluk District, Sumenep Regency is usually a pawn system in the form of providing agricultural land guarantees, if the land has been pawned then part of the the harvest will be given to the recipient of the pledge (murtahin). In the practice of pawning agricultural land, one of the reasons for the occurrence of this transaction is because of the demands of economic needs that require doing this practice, the majority of parties who practice pawning agricultural land are from people who have a low economy while the recipients of the pawn are usually middle class economic people.

⁵ Jannah, Nur Laila Fiskiyatul, and Zainudin Fanani. 2019. "Penerapan Dan Analisis Hukum Gadai Lahan Pertanian Di Desa Gondanglegi Wetan, Kabupaten Malang." *Iqtishodia: Jurnal Ekonomi Syariah* 4(2): 120–50.

In this practice, the middle class benefits more, while the pawnbrokers who are classified as having low incomes could be due to economic pressure so that they are forced to practice pawning agricultural land. even though one of the purposes of pawning is so that there is mutual help between people in need and people who have more income so that good social relations occur, it is not used as a transaction for profit. Based on the description above, the author aims to examine the practice of pawning agricultural land in Guluk Village seen from the context of Islamic economics.

This research was conducted using a qualitative research method through a descriptive approach. Then the data collection to be processed using observation techniques, interviews and documentation. Observations were used to obtain data on the practice of pawning agricultural land by the people of Guluk-guluk Village, Guluk-guluk District, Sumenep Regency. In conducting interviews, researchers dig up information from the pawnbroker and the recipient of the pawn. In this study the authors use direct documentation of the object of research.

DISCUSSION

Profile of Guluk-guluk Village

Guluk-guluk is a village that is the center of sub-district activities. According to data from the Central Statistics Agency (BPS) in 2020, 50,128 of the 50,128 population adhered to Islam, meaning that the total population in Guluk-guluk Village adheres to Islam. The livelihood of the Guluk-guluk community is a farmer, this is supported by the land area in Guluk-guluk Village being used more for the agricultural sector, seen from the total agricultural land area of 467,224 Ha from 5,957,342 Ha.⁶

Paron Practice in Guluk-guluk Village

In everyday life, borrowing and borrowing of money (debt) is often found in the community, there are several forms and implementations of borrowing and borrowing, for example by submitting collateral that is suspended or can be called a pawn⁷. In the practice of pawning there is a good relationship between the borrower and the person providing the loan with the principle of helping. If viewed from the Islamic economy all forms of transactions are allowed except those that are not justified in Islamic law⁸. If one of the

⁶ BPS (2021), Kecamatan Sumenep dalam Angka 2021, bpssumenep.go.id

⁷ Rahmayanti Kiram dkk (2017) "Implementasi Gadai Tanah atau Tanah Secara Syariah di Desa Cibeureum Kalong Kecamatan Dramaga Kabupaten Bogor Jawa Barat". *Journal of Islamic Economy* 12, no. 1 27-39.

⁸ M. Teguh Pulungan dan Muazzal (2017) "Legal Review of Transition of Land Rights Through the Gift Agreement Under Hands", *Jurnal Ilmiah Penegakan Hukum*, 4, no.2 60-

parties feels disadvantaged in a transaction or vice versa, one of the parties who benefits as much as possible, such a transaction is prohibited from the concept of a transaction according to sharia because it is detrimental or beneficial to only one party. It is the same as the practice of pawning which is often encountered in people's lives, if viewed from the *fiqh muamalah*, the concept of pawning is called *rahn*⁹, Etymologically *rahn* means permanent, eternal or guarantee. *Rahn* contract is called collateral or¹⁰, in the context of Islam *rahn* is a means to help Muslims without any reward¹¹. In this study, the author discusses more specifically about pawning agricultural land in Guluk-guluk Village, Guluk-guluk Subdistrict, Sumenep, because the majority of residents in Guluk-guluk Village are farmers, the practice of pawning agricultural land is carried out by people who work as farmers or non-farmers.

From the results of interviews with 20 respondents who carried out pawning transactions for agricultural land, consisting of pawners and pawn recipients in Guluk-guluk Village, this resulted in information about agricultural land pawning applied by the community in Guluk-guluk Village, the practice of pawning agricultural land has long been carried out for generations. hereditary and based on customs. The practice of pawning agricultural land begins with the debtor submits collateral in the form of agricultural land to the lender. The reason the pawner submits collateral in the form of agricultural land is because the assets owned are in the form of agricultural land. From the perspective of the pawnbroker, according to them, it is better to pawn it rather than selling its agricultural land to meet urgent needs. In the initial contract, the period of time in this transaction is not specifically explained, meaning that the period of the pledge will continue as long as the pawning party has not paid off its debt to the pawnee. The pawning party has the freedom to pay the loan to the pawnee party, there are two parties involved in the practice of pawning agricultural land, namely the pawnbroker and the pawn recipient there is no third party in the agricultural land pawn transaction in Guluk-guluk Village.

Basically, pawn transactions are social in nature with the aim of helping each other between the needy party (the pawnbroker) and the pawn recipient. In the practice of pawning, it should not give a burden or loss to

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⁹ Hafidah, Noor "Kajian Prinsip Hukum Jaminan Syariah dalam Kerangka Sistem Hukum Syariah". *Jurnal Ilmiah Universitas Lambung Mangkurat* (2019).

¹⁰ M. Yasir "Aspek Hukum Jaminan Fidusia". *Jurnal Ilmiah Hukum* 3, no. 1 (2016).

¹¹ NurSyarifah. 2015. "Praktik Gadai Sawah Petani Desa Simpar Kecamatan Cipunagara Kabupaten Subang dalam Perspektif fikih muamalah".

one party, so that it does not conflict with Islamic law¹². In the practice of pawning, it should not give a burden or loss to one party, so that it does not conflict with Islamic law¹³, so that the transactions carried out are legally valid as already in force. Meanwhile, what happened among the people of Guluk-guluk Village, there were differences in the system of land pawn contracts between individuals, meaning that each person who carried out pawn transactions for agricultural land was different between individuals. There are two different systems, firstly, some of the pawn recipients provide conditions for loan repayment by looking at the prices of meat, fertilizer, gold and cattle, when the pawnbroker will pay the loan, the terms of the price that will be used in repaying the loan have been discussed in the initial contract by both parties. . Second, some of the pledge recipients do not provide conditions for loan repayment. For the practice of pawning agricultural land for the first time, there are differences in perspective between one pawnbroker and another, and it is also different when viewed from the perspective of the pawnee. Among the 14 respondents who were pawners of agricultural land, 9 respondents said that there was no problem with the standards they received because it was in accordance with the agreement of both parties. In contrast to the 5 respondents expressed objections to the terms of loan repayment based on the price determined in the initial contract. The benchmark price that is most burdensome for the pawnbroker is if it is determined by the price of gold, if the price of gold at that time is high then the increase in the loan will also be high, but even though some of the pawners object to the agreement, they are willing to accept the agreement because the loan received from the cultivator has benefits. for the pawnbroker.

If viewed from the perspective of the pawnee, they do not object to this transaction, but if at the end of the transaction it is not in accordance with the initial agreement for the predetermined price benchmark, usually things like this will be a conflict between the pawnbroker and the pawnee. The pawnee assumes that if there is no benchmark price they will lose, the money that should have been managed when it was lent cannot be used. It is different from the perspective of the pawnbroker, the reason for destroying the initial contract that has been received by both parties is because they think that the pawnee has accepted the use of the land that has been handed over as collateral. As for the use of land that has been used as collateral, the recipient of the land has full rights to the land. Usually the

¹² Malik Shahzad Shabbir, "Informal Shariah Pawnshop in the Traditional Markets of Surakarta". *Journal of Islamic Marketing* 11, no. 2 (2020) 269-281.

¹³ NurSyarifah. 2015. "Praktik Gadai Sawah Petani Desa Simpar Kecamatan Cipunagara Kabupaten Subang dalam Perspektif fikih muamalah".

land is used by the murtahin (the recipient of the pawn) for farming so that it can benefit and increase income, if the recipient of the pawn works the land himself, the harvest is wholly owned by the recipient of the pawn. If the land is managed by the murtahin, the contract used becomes a paron contract (Muzara'ah) whose distribution of results is in accordance with the agreement of both parties. The reason for the pawnbrokers to make transactions for pawning agricultural land is to meet urgent needs, for example they want to build a house but there is no cost or they have to pay debts to other people. things like this make the people of Guluk-guluk Village carry out pawn transactions for agricultural land. If the pawner dies, the transaction is passed down to the heirs, in this transaction the heirs have the right to decide whether to continue the pledge or to pay the debt. Some people who carry out pawn transactions for agricultural land have their agricultural land used as collateral in turns, for example, A has a debt to B, then A submits a guarantee for agricultural land to B, and B borrows money from C with a guarantee for A's agricultural land.

The results of the interview also show that some of the pawnbrokers or pawn recipients do not understand the pawn system according to Islamic law, they place public trust in the culture adopted by their ancestors. This is the cause of the community's neglect of fiqh muamalah which should be the guideline for Muslims in all activities. Basically, the person receiving the pawn may not benefit from the pawned item. This is based on the pawn contract, the main contract is debt and the principle in the credit agreement is to help (ta'awun), but if you have obtained permission from the pawnbroker to use the collateral and there has been an agreement by both parties, it is allowed to take benefits on collateral.

The Practice of Pawning Agricultural Land in the Context of Islamic Economics

By definition, the agricultural land pawning system or cooperation that is practiced by some people in Guluk-guluk Village is a rahn contract when viewed from the fiqh muamalah. This can be seen from the implementation of agricultural land pawning carried out by the pawnbroker and the pawnbroker that the pawnbroker makes a loan by submitting collateral to the pawnee. According to al-Juzairi¹⁴ (Al-Juzairi Syaikh Abdurrahman, 2015) (Al-Juzairi Syaikh Abdurrahman, 2015) (Al-Juzairi Syaikh Abdurrahman, 2015) The meaning of rahn in terminology is to make an item that has a property value in the eyes of the Shari'a as a document or as collateral for

¹⁴ Al-Juzairi Syaikh Abdurrahman. (2015). *Fikih Empat Madzhab* (jilid 4). Pustaka al-Kautsar.

a debt¹⁵. Pawning agricultural land in Guluk-guluk Village seen from the pillars of pawn (rahn) has met the requirements, according to the Hanafi school, the pillars of pawning are only one, namely consent and qabul. According to the Maliki school, the terms of the pawn are divided into four¹⁶, the first relates to the perpetrator (the pawner and the recipient of the pawn), the second relates to the goods being pawned, the third relates to the pawn debt and the last relates to the contract. Judging from the collateral submitted to the pawnee, it is in accordance with Islamic law because the goods used as collateral are not goods that are not assets, this is in accordance with the conditions of the Hanafi school of pawning, namely the goods being pawned must be property.

According to the Maliki school, if the debt is due to a qard (loan) it is not valid, he takes advantage no matter what¹⁷. Whether the party giving the mortgage allows or forbids it because it becomes a profitable loan, the practice of pawning agricultural land in Guluk-guluk Village when viewed from the opinions expressed by the Maliki school of law makes this transaction void because in practice the goods used as collateral are used by the recipient of the pledge¹⁸. In contrast to the opinion according to the Shafi'i madhhab, it states that the party who pawns has the right to the benefits or results of the collateral even though the marhun is in the hands of the murtahin, meaning that if viewed from the opinion of the Shafi'i school, the implementation of pawning agricultural land in Guluk-guluk Village is allowed.

There is a difference of opinion about whether it is permissible for a murtahin to take advantage of marhun with the permission of the pawning party¹⁹. Some forbid even if the pawnbroker allows it, either because the debt is in the form of buying and selling or loans. If he takes benefit, then the benefit is in addition to his debt, this is called usury²⁰. However, the majority allow it if it gets permission from the mortgagee on the condition that he does not require it at the time of the contract. Because if it is

¹⁵ Sabir, Muhammad dan Rifka Tunnisa. "Jaminan Fidusia dalam Transaksi Perbankan". *Jurnal Mazahibuna* 2, no.1 (2020).

¹⁶ Rahmayanti Kiram dkk (2017) "Implementasi Gadai Tanah atau Tanah Secara Syariah di Desa Cibeureum Kalong Kecamatan Dramaga Kabupaten Bogor Jawa Barat". *Journal of Islamic Economy* 12, no. 1 27-39.

¹⁷ Nawawi Ismail, *Fikih Muamalah Klasik dan Kontemporer*. Bogor: Ghalia Indonesia (2012).

¹⁸ An-Nawawi. *Tahdzib al-Asma'wa al-Lughat*. Beirut, Darul Kutub al-Ilmiyah. Aprianto, Naerul Edwin Kiky. "Kontruksi Sistem Jaminan Sosial dalm Perspektif Ekonomi Islam". *Jurnal Ekonomi Islam*, 2017.

¹⁹ Lokmanullhakim and mohammad "Shari'ah non-Compliant Assets as Rahn in Islamic Banking Products: a Fiqhi Perspective". *Journal Islamic Marketing* 9, no. 2 (2017): 196-199.

²⁰ Supianto, *Hukum Jaminan Fidusia*. Jmeber: Garudhawaca, 2015.

required then it is included in debt that brings benefits (including usury), if the gift is required then the law becomes makruh, otherwise if it is not required then the law becomes permissible. If the mortgage agreement for agricultural land is seen from the repayment of loans to the pawnee, which partly requires the repayment of the loan based on the price of meat, fertilizer, gold and meat, the law is invalid according to the Hanafi School, the Shafii school.

According to the Hanafi school, among the laws relating to qard are²¹ : First, this is guaranteed by goods like, if the debt is wheat, then he must return the wheat without seeing changes in price, as well as goods other than what is measured. Second, it can represent in qard and in qabdh (receive it). Third, it is makruh for someone to oblige something to another person in return for benefits. This law applies when it is required, for example to give a debt of 20 liters of unclean wheat to someone on the condition that he must pay for it with clean. Fourth, it is not allowed to give debts to children who are supported (who are prevented from making transactions).²²

Meanwhile, according to the Shafi'i school, qard has a number of laws consisting of²³: First, the pillars are the same as buying and selling. That is, the amount owed is clear, the consent qabul, both in words and in writing. Second, the person giving the debt must be worthy as the giver, so it is not legal for a guardian to give debt to the property of the person under his control without an emergency. Third, the goods owed are legal goods for salam transactions if they are under dependent. Fourth, qard becomes a legal defect if it requires the withdrawal of benefits by the debtor.

CONCLUSION

Basically, pawn transactions are social in nature with the aim of helping each other between the needy party (the pawnbroker) and the pawnee. There are two different systems in Guluk-guluk Village, some of the pawn recipients provide conditions for loan repayment by looking at what objects are used in loan repayments which have been discussed in the initial contract by both parties. If viewed from the perspective of the pawnee, they have no objection to this transaction but if at the end of the transaction it is not in accordance with the initial agreement for the predetermined price benchmark then this transaction is not allowed. Judging from the opinion

²¹ Ibn Qudāmah, □A.A. (1388H), Al-Mughnī, Maktabah al-Qāhirah

²² Al-Juzairi Syaikh Abdurrahman. (2015). *Fikih Empat Madzhab* (jilid 4). Pustaka al-Kautsar.

²³ Siti Nur Adibah dkk. "Urgensi Jaminan Fidusia dalam Islam dan Pandangan Madzhab Imam Syafi'i". *Journal of Indonesian Comparative of Syari'ah Law* 4, no. 2 163-173.

of the Shafi'i school, the implementation of pawning agricultural land in Guluk-guluk Village is allowed.

Suggestion

There are practical suggestions from researchers based on the conclusions of the data studied and observed. For further researchers, it is better not only to focus on the implementation of agricultural land mortgages but also to see the impact of the collaboration. Further researchers can also expand the scope of research, for example the implementation of pawning agricultural land is not only viewed from the Islamic economic law but also from the maqasid sharia aspect. Meanwhile, for people who want to pawn agriculture, they should pay more attention and study beforehand regarding the contract that will be used.

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