

**PAID PAYING PRACTICES IN 'URF PERSPECTIVE IN RISA AND  
KALAMPA VILLAGES, WOHA DISTRICT, BIMA REGENCY WEST NUSA  
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**Abstract**

Pawning fields in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province is a debt agreement between the pawner and the recipient of the pawn. Pawning rice fields have been going on for a long time and have become a local community tradition because it is considered to have social value. This study aims to determine and determine the law of the practice of pawning from the perspective of 'urf. This research is descriptive qualitative with a normative sociological approach. The results showed that First, the practice of pawning the fields in Risa and Kalampa villages is a debt agreement between the rain (pawner) and curtain (pawn recipient) in which the pawnbroker (rahin) will provide a guarantee in the form of rice fields to the pawn recipient (murtahin). Second, if viewed from the perspective of 'urf, this practice of pawning belongs to the category of 'urf, which is faced (damaged) because the recipient of the pawn (murtahin) does not ask for permission either verbally or in writing to the pawner (rahin) regarding the management of rice fields that are used as collateral for the debt. In the sharia economic literature, the practice of pawning fields like this is included in the category of usury because they get property in a vanity way, namely, in addition to the recipient of the pawn (murtahin) getting their money back, there is also an attempt to exploit the collateral field belonging to the pawner (rahin) in order to get multiple benefits.

**Keywords:** Pawn Practices; Ricefield; 'Urf. Perspective

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**Introduction**

Islam is treatizes (messages) that God revealed to the Prophet Muhammad SAW as instructions and guidelines containing perfect laws to carry out the procedures for human life, namely regulating human relations with other humans, human relations with nature, and the relationship between man and his Khaliq (Zainuddin, 2020). Islam is a universal religion and has been applied throughout the ages (Antonio, 2001). The immortality and actuality of Islam have been proven throughout its history, where every period and the development of human civilization has always been answered completely by the teachings of Islam through the Qur'an as its

Basis (Erviana, 2017). The universality of the concept of Islam is the answer to the limitations of humans and their temporal and partial thoughts. Because of this partiality arises its shortcomings, and from its temporality is born a shakiness that demands changes.

The universality of Islam frees Islam from various shortcomings and weaknesses, which further prove its truth (Rivai, 2012). Islam comes with a series of understandings about life that form a certain way of life. Islam is present in the form of global legal lines (khuthuuth 'ariidhah), namely general textual meanings that can solve all the

problems of human life, both covering aspects of ritual (worship) and social (muamalah). Thus it will be possible to explore (disistinbath) various ways of solving any problems that arise in human life (Sada, 2016).

Islam also teaches its people how to live to help each other, and the rich must help the poor, and the able must help the poor. This assistance can be in the form of a gift or a loan. Assistance in the form of Islamic law loans protects the creditor's interests, lest he is harmed. Therefore, he can ask for goods from the debtor as collateral for his debt. Thus, if the debtor cannot repay the loan, the collateral may be sold by the creditor. This concept in Islamic fiqh is known as rahn or pawn (SODRI, 2017).

Rahn is holding one of the borrower's assets as collateral for the loan he received, which is guaranteed and held as goods with economic value. In simple language, it can be explained that Rahn is a kind of guarantee for a debt, a Rahn contract as an agreement with collateral or by holding the borrower's property as collateral for the loan he receives (Rokhmat Subagiyo, 2014). Ar-Rahn means at ubuntu wa dawaamu, permanent and eternal, or al-habs wa luzumu, which means restraint and necessity and can also mean guarantee (Ghozali, 2019).

According to Islamic law, ar-rahn is to make valuables as collateral for debts. The guarantee is closely related to debt and receivables and arises from it. Giving debt is an act of virtue to help people in a state of necessity and who do not have money in cash. In order to give peace of mind to the debtor, the debtor will provide a guarantee to the debtor in the form of valuables (Ghazaly, 2010).

Pawning is one of the categories of debt-debt agreements, this practice existed at the time of the Prophet Muhammad, and the Messenger of Allah himself had done it. Pawns have a very high social value and are carried out voluntarily based on mutual help

(Janwari, 2015). In practice, the holder of the pawn has the right to control the object that was pledged to him as long as the debt has not been paid off, but he is not entitled to use the object unless there is a contract that both parties have agreed.

Furthermore, he has the right to sell the pawned goods if the debtor cannot pay the debt (Hasan, 2003). If the proceeds from the sale of the pawn are greater than the debt to be paid, the excess must be returned to the pawner. If the proceeds are insufficient to pay the debt, the creditor is still entitled to collect the outstanding debt. The sale of the pawn must be made in public before the sale must be notified in advance to the pawnbroker. In terms of paying off debt, the pledge holder must take precedence over others.

The practice of pawning is also carried out by the people of Risa and Kalampa Villages. These two villages are located in Woha District, Bima Regency, West Nusa Tenggara Province. The entire population is Muslim with a population of these two villages, namely 10,083 (Nugroho et al., 2022) people with the most professions as farmers, farm labourers, entrepreneurs, carpenters, Civil Servants (PNS), and others. In this regard, one of the habits of the people of Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province, in helping to meet household needs, is conducting field pawn transactions to pawn recipients (murtahin) (Bakhtiar, Tahir, & Hasni, 2013).

In this agreement, the pawning party will receive a certain amount of cash from the pawnee because the pawnee fully utilizes the fields used as collateral, and the pawnbroker will get his rice fields back if he pays the same amount of money to the pawnee (Yusuf & Al Arif, 2015). Almost all people in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province carried out these transactions, especially those who generally work as farmers and farm labourers. Driven by urgent needs,

goods or fields with economic value are pawned for very urgent needs. Pawning rice fields in these two villages is an alternative for disbursing loan money, which is done fast, easy, safe, and economical so that it is not burdensome for the people who make loans. The pawned land used as collateral has a grace period to be redeemed by the rain to the curtain. It must be in September. If outside September, even though the rain has the money to redeem it, this does not apply.

In addition to the money owed by the pawnbroker, it will be returned to the recipient of the pawn. The recipient of the pawn will also benefit from the loan agreement, namely obtaining the proceeds from land cultivation as long as the debt has not been returned by the party who pawned the fields. The practice of pawning carried out by the people of Risa and Kalampa villages is considered part of helping (ta'awwun) because the pawn recipient helps lend some money to the pawnbroker, but the land used as collateral is fully managed by the pawn recipient. This makes him restless. part of the Risa and Kalampa people who are predicated as farmers and farm laborers, this kind of practice must be determined by law in the eyes of 'urf.

However, this study is still less than the target or expected results of the study. This study only reveals what pawns do in Risa Village, Kalampa. Al-urf is one of the sources of law in Islam, the word 'urf in Indonesian is often synonymous with customs. 'Urf seen from its validity according to the Shari'ah is divided into two types, namely: 'good urf and bad urf. The concept is 'good urf is a habit that applies in the midst of society that does not conflict with the Qur'an or the sunnah of the prophet, does not eliminate their benefit and does not bring harm to them. For example, the veil for women which was a habit of Arab women before the arrival of Islam or such as setting the concept of haram by the Arab community to worship and make peace.

As for 'urf fasid is a habit that is contrary to the postulates of syara'. Such as the practice of usury 'which was endemic among the Arabs before the arrival of Islam, or also drinking liquor. After the arrival of Islam. So 'urf like this cannot be justified in the view of Islam because it is contrary to sharia law'. This study aims to find out the legal provisions for the practice of pawning rice fields by the people of Risa and Kalampa villages in Woha District, Bima Regency. Is the practice of pawning the fields included in the category of 'urf which is good or bad/fasid?

### Method

This type of research is a qualitative descriptive field research, namely: research procedures that produce descriptive data in the form of written or spoken words from people who are needed at the research location (Moleong, 2021), to obtain data, the researcher will make observations, interviews and documentation in the field in order to find out more about the practice of pawning in the villages of Risa and Kalampa Kematan Woha, Bima Regency, West Nusa Tenggara. (Mukhlis, Shobron, & Anshori, 2018). The data processing technique used in this study is a qualitative technique which emphasizes the analysis more on the inductive inference process and on the analysis of the dynamics of the relationship between observed phenomena using scientific logic. Data analysis in this study is qualitative data analysis, namely by describing the data obtained in words or sentences to obtain conclusions.

This type of research is field research that is descriptive qualitative, namely research procedures that produce descriptive data in the form of written or spoken words from people who are needed that can be observed at the research location (Moleong, 2021), with a normative sociological approach that describes the condition of the community. In Kadampa and Risa Villages, Woha District, Bima Regency, West Nusa

Tenggara Province, complete structures, layers, and various social phenomena can be seen from the factors that encourage social relationships and, mobility and community beliefs (Mukhlis, Shobron, & Anshori, 2018). With a normative sociological approach in this research, it is expected to find out various conditions regarding the practice of pawning fields, and the law can be determined from the perspective of 'urf.

## Results and Discussion

### A. Practice Pawn Sawah in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province

The practice of pawning rice fields in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province is basically a debt agreement with a guarantee for the fields between the pawner (rahin) and the pawnee (murtahin). The rice fields that are used as collateral for the debt are fully controlled by the pawnee (murtahin). Based on the prevailing custom in the people of Risa and Kalampa Villages, the fields that are used as collateral can be redeemed by the pawnbroker when entering September of the following year. If the pawnbrokers (rahin) have not been able to pay off their debts, so long as the recipient of the pawn (murtahin) benefits from the management of the fields.

If the guarantee is due, which is September, but the pawnbroker (rahin) has not been able to pay off the debt, then the recipient of the pawn (murtahin) does not sell the field, but will continue to take the benefits until the pawnbroker (rahin) can pay off the debt, customary. The practice of pawning like this is considered a tradition of helping by the community.

Pawning rice fields in Risa and Kalampa villages, Woha sub-district, Bima district, West Nusa Tenggara province is a debt agreement with rice fields as

collateral between the pawner (rahin) and the pawnee (murtahin) (Lamtana & Mayditri, 2022). Pawning rice fields are carried out on a consensual basis between the parties to the contract. In the contract, the pawnbroker will express his desire to pawn his fields to the recipient of the pawn following the nominal debt required. If the recipient of the pawn agrees, the money will be directly handed over to the pawner with the guarantee of the fields as a reinforcement of the debt agreement. The reasons for pawning rice fields vary, such as school needs, medical expenses, the need for farming, or meeting daily needs.

In sharia economic law, the practice of pawning must meet the following elements (Nasution, 2016):

- 1) Pawnbroker (rahin)
- 2) Pawnee (curtain)
- 3) Rice fields used as collateral (marathon)
- 4) Debt (marathon bih)
- 5) Statement of agreement in pawning (hijab and Kabul)

Pawning the fields carried out by the people of Risa and Kalampa Villages has fulfilled the elements of the pillars according to Islamic economic law, namely the existence of a pawner (rahin), a pawnee (murtahin), collateral in the form of rice fields (marhun), debt (marathon bih), and a statement of surrender. Accept (hijab and acceptance). The elements of the pillars of the pawn become something very important in the practice of pawning fields. If this is not fulfilled, then the transaction is considered void.

If the contract has been completed, then the pawn (murtahin) recipient will provide a loan of money to the pawnbroker (rahin) following the number of requests. The fields used as collateral will be taken over by the pawnbroker (murtahin) management rights for at least one year or three planting seasons.

In general, pawning paddy fields are also regulated in the fatwa of the National Sharia Council No. 25/DSN-MUI/III/2002 (Maksum, 2013). In the fatwa, it is explained that the pawnbroker (murtahin) is allowed to hold the pawned goods in the form of rice fields as collateral for the loan (Widiana, 2011). The guarantee is in the hands of the pawnee (murtahin) as long as the pawnbroker (rahin) has not been able to return the loan money (Chalim & Farhan, 2016).

As long as the agreement lasts, the collateral field remains under the control of the pawnbroker (rahin). The curtain may take the benefits of the item but must have permission from the rahin. As well as taking benefits made by the recipient of the pledge (murtahin) is only limited to replacing the cost of care and maintenance of the collateral (Chalim & Farhan, 2016).

The fact that occurs in the field is that the practice of pawning in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province, that the rice fields used as collateral for the debt are fully controlled by the pawn recipient (murtahin). Not only taking the benefits of replacing the costs of care and maintenance but all the rice fields are controlled. Thus, the researchers found differences between the rules in the fatwa of the National Sharia Council (DSN) and the practice of pawning in the villages of Risa and Kalampa. In the DSN rules, the recipient of the pawn (murtahin) is given a limit to take the benefits of the collateral, it is only limited to paying for the maintenance and care costs of the pawned goods in the form of rice fields, but the recipient of the pawn (murtahin) takes all the benefits of the collateral more than the cost of care and maintenance. Maintenance without returning the excess benefits to the pawnbroker (rahin) .

In addition, the money from the pawnbroker (rahin) will be returned to the recipient of the pawn (murtahin). The pawnbroker will also benefit from three planting seasons with abundant yields without giving any proceeds from the benefits of the fields to the pawn (rahin). In addition, based on the customs or habits in the Risa and Kalampa Village communities, the fields used as collateral can be redeemed by the pawnbroker when entering September in the following year. If the pawnbroker (rahin) or the pawnbroker has not been able to pay off the debt, so long as the pawn (murtahin) recipient benefits from the management of the fields.

If the pawner (rahin) wants to increase his debt to the pawnee (murtahin) it is permissible. However, if the pawnee (murtahin) is unable to fulfil the wish of the pawnbroker (rahin), then the pawnbroker (rahin) has the right to find another pawnee (murtahin) to get a loan of money following the desired amount. (Maksum, 2013) Referring to the Compilation of Sharia Economic Law CHAPTER XIV RAHN the first part of the pillars and requirements of an article 373 in an article (1), the pillars of the Rahn contract consist of the following elements: the recipient of the pledge (murtahin), the giver of the pawn (rahin), the pawned goods (marhun), and the debt ( marathon bih) (2) in the pawn contract, it consists of three parallel contracts card, Rahn, ijarah. (3) the contract referred to in paragraph (1) must be declared by the parties utilizing oral, written, or sign. These elements have been fulfilled in pawning in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province.

Then it is also explained in part III regarding the cancellation of the Rahn contract in article 383 paragraph (1) that the rahin pawnbroker cannot cancel the pawn contract without the approval of the

curtain party. In paragraph (2), it is stated that the pawner and the pawnee can cancel the pawn contract through agreement. The fifth section concerning rights and obligations in Article 386 paragraph (1) of the pledge recipient may hold the pledged property until the debt guaranteed by the pledged property is paid in full.

Based on paragraph (1) above, it is clear that there must be a mutual agreement in the cancellation of the pledge agreement and cannot be involved unilaterally. In the VIII section concerning the sale of Rahn's assets, Article 403 paragraph (1) when it is due, the recipient of the pawn must warn the rain to pay off the debt immediately. (2) if the pawnbroker cannot pay off the debt, then the pawned property is forcibly sold through a sharia auction.

Based on article 403, it is clear in paragraphs (1) and (2) that if the pawnbroker (rahin) cannot pay off the debt, then the pawnee (murtahin) first gives an early warning to the pawner (rahin) to pay off the debt, but if the warning is If the pawnbroker (rahin) does not heed it, the collateral will be sold syar'i by the recipient of the pawn (murtahin) by taking an amount of money according to the amount owed by the pawner (rahin), if there is more, the recipient of the pawn (murtahin) must return it. To the pawnbroker (rahin), but if the collateral price is still insufficient, an additional request can be made to the pawnbroker (rahin).

As for the pawning practice that applies in Risa Village, if the collateral land is due or reaches September, but the pawnbroker (rahin) has not been able to pay off the debt, then the pawnee (murtahin) does not sell the rice field, but will continue to take the mortgage. Benefits until the pawner (rahin) already has the money. Of course, the recipient of

the pawn (murtahin) will benefit greatly from the management of the fields.

Based on the results of the Fatwa of the National Sharia Council, more specifically in point number (2) it is explained that the collateral (marhun) and its use remain the property of the pawnbroker (rahin). The pawned item (marhun bih) may not be used by the pawnee (murtahin) unless there is a permit. From the pawnbroker (rahin) without reducing the collateral value (marhun). As for taking the benefits is only limited to taking benefits as compensation for its maintenance and care. However, the prevailing practice of land pawning in Risa Village, Woha District, Bima Regency, West Nusa Tenggara Province is that the pawned goods (marathon) remain the pawnbroker's property (rahin). However, The pawn (marathon) is fully controlled by the recipient of the pawn (murtahin) without direct permission either verbally, in writing or by sign.

What is meant by helping in pawning the fields in Risa and Kalampa villages is because there is an ease of giving debt by the recipient of the pawn (murtahin) to the pawner (rahin) without requiring anything. Such a practice will harm the pawnbroker (rahin),<sup>30</sup> and is included in the act of usury card, namely taking addition to the principal amount of the debt given to the pawner (rahin). In the Qur'an, usury is an act that is forbidden in Islam as the word of Allah SWT

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا  
الرِّبَا أَضْعَافًا مُضَاعَفَةً وَاتَّقُوا  
اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ

Meaning: O you who believe, do not eat usury doubled. Obey Allah so that you will be successful in the hereafter (Al-Malki, 2019).

The practice of pawning rice fields in Risa and Kalampa villages is carried out



on a family basis by prioritizing the principle of trust between the parties to the contract, so that in practice they do not use witnesses and there is no note as administrative evidence that they entered into debt and credit contracts, except for making transactions with people outside the village. Risa or Kalampa.

The opinion of the scholars regarding the position and benefits of pawned goods, that in Islamic jurisprudence, goods that are used as collateral are seen as mandates in the hands of the pawnee (murtahin), the same as other mandates, he does not have to pay if the goods are damaged, unless the act is done. The pawnee is only responsible for safeguarding, maintaining, and making every effort possible so that the goods are not damaged. Collateral goods that are damaged beyond the ability of the recipient of the pledge (murtahin) do not have to be replaced, then the goods are used as a mandate that the recipient of the pledge (murtahin) must not interfere with. While the maintenance costs may be taken from the benefits of the goods, only a certain amount is required.

The way to benefit from the collateral is by planting in the fields or by taking or selling the fruit from the guaranteed fields for as much as the required price. With this kind of maintenance, only the costs needed to cultivate the fields can be taken advantage of. The cultivation of the rice fields does not reduce the situation that exists in him, which causes regret for the person who pawns it. Thus the author emphasizes that the collateral for the fields is only limited to debt guarantees and is held by the recipient of the pawn.

## **B. Legal Analysis of Pawn Practices in Risa and Kalampa Villages, Wohu District, Bima Regency, West Nusa Tenggara (NTB) in the Perspective of 'Urf.**

'Urf in Islamic law is divided into two categories, namely: first, urf ash-shahihah/good, namely the customs of the community in accordance with the rules of Islamic law. in other words, urf which does not change the provisions that are haram to be halal, or vice versa does not change the provisions of the halal to become haram. Second, is al-urf al-fasidah/damaged, namely the customs of the community that are contrary to the provisions and arguments of syara', the opposite of al-'urf ash-shahihah, then the wrong custom is to justify what is forbidden, or forbid what is lawful. .

According to the author, al-urf al-fasidah cannot be a legal basis, and habits carried out by the community will be null and void by law. The practice of pawning rice fields in Risa and Kalampa Villages, Wohu District, Bima Regency, West Nusa Tenggara Province is a tradition that has lasted a long time and is still valid today. In terms of the use of pawned goods by pawn recipients, the Malikiyah and Hanafiyah scholars agreed to say that the pledged goods as collateral should not be used as collateral. Because pawning is mutual help in the same way as debts, so if there is profit from debt, including usury, the law is haram based on the hadith of the Prophet SAW:

The practice of pawning in the communities of Risa and Kalampa Villages is carried out on mutual assistance between the pawner and the pawnee, following local customs. However, the customs or urf that apply in pawning rice fields in these two villages do not follow Islamic law because there are contradictions in them.

'Urf in Islamic law is divided into two categories, namely: first, authentic

urf, namely the customs of the community that are following and do not conflict with the rules of Islamic law. In other words, urf which does not change the provisions that are haram to be halal, or vice versa change the provisions of the halal to become haram. Second, is al-urf al-fasidah, namely the customs of the community that are contrary to the provisions and the propositions of syara', the opposite of al-'urf ash-shahihah, then the wrong custom is to justify what is forbidden or forbid what is lawful.

وَكُلُّ قَرْضٍ شَرَطَ فِيهِ أَنْ  
يَزِيدَهُ ، فَهُوَ حَرَامٌ ، بَعْدَ خِلَافِ

Meaning: Every debt that is required there is an additional, then it is haram. This is not disputed by the scholars." (Dewi, 2019).

From a practical point of view, the pawning of rice fields in these two villages is included in the category of 'urf fasidah/damaged, because there is an attempt to control and gain profits in the form of an additional principal amount of debt lent from the guaranteed fields.

According to the author, al-urf al-fasidah cannot be a legal basis, and habits carried out by the community will be null and void by law. Therefore, to improve the correctional and practice of Islamic law in the community, it should be done in a markup way, trying to change customs that are contrary to the provisions of Islamic teachings and replace them with customs that follow Islamic law.

Pawning rice fields in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province is a longstanding tradition. I was judging from the contract made between the pawnbroker, and the recipient of the pawn, namely the hijab (offer to pawn the fields), Kabul (statement of acceptance of the offer of pawning the fields) has been fulfilled. Goods that are used as collateral must be of economic value following the

value of the debt, clear and certain, legal property of the debtor, and not related to other people, all of which have been fulfilled. The mortgage must be returned by the pawnbroker (rahin) to the pawnee (curtain).

The custom in the practice of pawning rice fields in the Risa and Kalampa villagers, when viewed from the perspective of 'urf, is included in the category of 'urf, who is fasidah, because the recipient of the pawn (murtahin) does not ask for permission to take benefits from the fields that are used as collateral to the pawner (rahin), In the author's opinion, the recipient of the pawn (curtain) must obtain permission from the pawnbroker (rahin), either verbally, in writing, or by a sign so that the curtain status of the collateral will be clear. Silence in practice like this cannot be used as a source of Islamic law (urf sahih) or rejected, so it must be realized in a tangible form. On the other hand, the curtain fully benefits from the collateral. In contrast, in sharia economic law, the curtain is allowed to take advantage of the collateral only to replace the cost of care and maintenance.

## Conclusion

Based on the results of the research on the practice of pawning the fields in Risa and Kalampa villages, Woha District, Bima Regency, West Nusa Tenggara Province, it was concluded that the pawning practice that occurred was not in accordance with the valid/true urf. The use of debt guarantee fields by Murtahin as happened in Risa and Kalampa is not in accordance with the principles of the opinion of the majority of scholars and 'urf who are authentic in Islam because of the taking of collateral benefits. One solution that can be taken in the practice of pawning is that the crops/agricultural produce on the guaranteed rice fields belong to Rahin, while Murtahin who cultivates the land can ask Rahin for wages for land



maintenance work and plant maintenance on the fields. So that the benefits of the rice fields can be felt by both parties between Rahin and Murtahin.

Based on the results of research on the practice of pawning rice fields in Risa and Kalampa Villages, Woha District, Bima Regency, it can be concluded that:

First, the practice of pawning rice fields in Risa and Kalampa villages, Woha sub-district, Bima regency, West Nusa Tenggara province is a debt agreement in which the pawnbroker (rahin) owes the pawnee (murtahin) by providing a guarantee in the form of rice fields as a reinforcement of the agreement. The practice of pawning is based on economic limitations in meeting the needs of the pawner (rahin). The fields used as collateral will be redeemed by the pawnbroker (rahin) within a year or to coincide with September of the following year, provided that the recipient of the pledge (murtahin) will manage the guaranteed fields for three planting seasons in one year. If the field used as collateral cannot be repaid by the pawnbroker (rahin), then this debt agreement is extended without re-contracting until the pawnbroker (rahin) can pay off the forest.

Second, the practice of pawning rice fields in Risa and Kalampa Villages, Woha District, Bima Regency, West Nusa Tenggara Province, if viewed from the perspective of 'urf is included in the category of 'urf fasid, which cannot be justified in Islamic law because the recipient of the pawn (murtahin) does not ask permission directly from the pawnbroker. (rahin) to manage the fields that are used as collateral. On the other hand, the recipient of the pawn (curtain) has full control over the collateral without any profit-sharing system. This is contrary to the opinion of the madhhab imams that taking the benefit of the pledged collateral is only limited to replacing the cost of care and maintenance. If it is more than that, then it is included in the category of usury which is forbidden in Islam. 'Urf in the practice of pawning that applies in

Risa and Kalampa Villages, Woha District, Bima Regency, Nusa Tenggara Province will become a custom that is justified according to sharia law' if it contains a maharajah or mukharabah contract.

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