

Study of Old Plant Analysis on the Completion of 'Pagang Gadai' (Pawn) Agreement in Minangkabau Society

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Abstract

There had been a debt guarantee settlement completed in the Minangkabau community. The purpose of this study was to uncover how to understand about the utilization of debt guarantees in '*Pagang Gadai*' (pawns), as well as the position of plant ownership on land repaid in pawn transactions. The method used was qualitative with a phenomenology approach. The data source of this research was people or communities (including indigenous figures) of Minangkabau customs who were involved in pawns transactions, especially in Nagari Tabek of Pariangan district. The data collection was conducted through in-depth interviews of five research informants based on interview guidance using snowball sampling technique. The results showed that the use of pawns can be done with several conditions: 1) obtaining permission from the owner where there is no element of exploitation and managed by pawns, and 2) mastery of old plants can be done by the recipient of the pawn after redemption is classified to the exploitation that leads to take the property of others unjustly and blatantly ('*Ghasab*' behaviors).

Keywords: Completion of Pagang Gadai agreement; Minangkabau Society; Old Plants.

Abstrak

Telah terjadi pemanfaatan jaminan utang selesai *ditabuih/dilunasi* di masyarakat Minangkabau Tujuan penelitian ini untuk mengungkap bagaimana memahami tentang pemanfaatan jaminan utang dalam pagang gadai, serta posisi kepemilikan tanaman pada tanah yang *ditabuih/dilunasi* dalam transaksi *pagang gadai*. Metode yang digunakan adalah kualitatif dengan pendekatan fenomenologi. Sumber data penelitian ini adalah orang atau masyarakat (termasuk tokoh adat) adat Minangkabau yang terlibat dalam pagang gadai khususnya di kenagarian Tabek Kecamatan Pariangan. Pengumpulan data dilakukan melalui wawancara mendalam terhadap lima orang informan penelitian berdasarkan panduan wawancara dengan menggunakan teknik snowball sampling. Hasil penelitian menunjukkan bahwa pemanfaatan barang gadai dapat dilakukan dengan beberapa syarat: 1) mendapat izin dari pemiliknya dimana tidak ada unsur eksploitasi serta dikelola oleh penggadai, dan 2) penguasaan tanaman tua dapat dilakukan oleh penerima gadai setelah penebusan diklasifikasikan kepada eksploitasi yang menjurus pada perilaku *ghasab* yaitu mengambil harta orang lain secara zalim dan terang-terangan.

Kata kunci: Penyelesaian Perjanjian Pagang Gadai; Masyarakat Minangkabau; Tanaman Tua.

INTRODUCTION

The practice of the Minangkabau indigenous people, especially those in Tabek, Pariangan District, Tanah Datar Regency, had done the settlement of '*Pagang Gadai*' (pawn), but when there had been redemption/ repayment of debts, the old crop yield was still owned by the recipient of the pawn if the tree/ plant is still alive Clove tree that is deliberately planted by the recipient of pawns in the pawn land, he is entitled to the results/ fruit of that tree (1 I., Acceptance of the results of cloves after redemption, 2022) . Old crop products such as cloves, coconuts when the soil / rice fields are pawned when they have been crossed (repaid) by the pawn can be owned by the pawn recipient, even if the process of redemption/

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repayment of the debt shows its blessing on ownership of the object that is used as a pawn object/ debt guarantee.

Previous studies had discussed '*Pagang Gadai*'(pawn). It had been classified into four forms. They were: 1) changes in the value of the '*Pagang Gadai*' (pawn) meaning (Yulhendri et al., 2021), 2) the settlement of land disputes (Fendri & Mannas, 2020; A. A. Putra, 2019), 3) Comparison of the Implementation of Pawns in Indonesia and Malaysia (Muhammadi et al., 2021), and 4) management of pawn land in Minangkabau (Nurdin & Tegnan, 2019), but not yet extensively peeled about the status of plants on the land used as collateral debt after being redeemed by the pawn holders. This researcher tried to examine customary practices in pawnbrokers when there had been repayment of debts by pawn holders.

The purpose of this study was to adds previous literacy with related issues about '*Pagang Gadai*'(pawn) and its problematics, especially in plants in the soil, either rice fields or fields that are pawned. Thus, this study was aimed to clarify about: 1) the utilization of collateral goods by pawn recipients 2) the ownership status of plants in the object of the guarantee after the pawn holders redeems it.

This paper was based on an argument that mutual (parties) are beneficial in the utilization of money and land from the parties. Utilization of land was to provide opportunities to parties who need debt. Islamic law had regulated the taking of benefits in receivable debts, and it was forbidden.

RESEARCH METHOD

The research focus was to reveal the meaning of the settlement of Minangkabau custom in old plants in '*Pagang Gadai*'(pawn) objects. The method used was qualitative with a phenomenology approach. It was in Tabek, Pariangan District, Tanah Datar Regency, of West Sumatra Indonesia. This research concerned on the issue of Minangkabau indigenous peoples in settlement of pawns in old plants. Data retrieval techniques through in-depth interviews with five informants. It was done based on an interview guideline. The data had been analyzed by applying three stages. The data collection was then reduced according to the needs of researchers concerned with the subject of the study. The collected data was displayed later on. Then, the data was processed and examined with descriptive analysis.

RESULTS AND DISCUSSION

Pawn (*Pagang Gadai*) in Minangkabau

'*Pagang Gadai*'(pawn) is the activity of people who owe (pawn) with the person who owes (the recipient of the pawn) by making a valuable item as a guarantee of the debt given (Putri & Montessori, 2019). The pawn objects used as collateral debt are heirloom land (I. Y. Putra et al., 2019). Pawning of agricultural land for the Minangkabau community relies on its land as an economic transaction asset (Nurdin & Tegnan, 2019). Pawns cause land rights to be revoked from their owners (Subekti et al., 2021) and the right to land becomes belong to the lender (Yulhendri et al., 2021). It became a solution for people who need urgent finances by putting their rice field dry land to the pawn recipient (1 I. , pawns are a financial solution, 2022). Those who did it got equally benefit from meeting the needs.

Urip Santoso explained that a lien is the granting of a piece of land owned by someone else in a limited time and accompanied by the payment of some money by the other party in cash as pawn money.

The landowner would get his land back if redeemed/paid off the pawn money (Santoso, 2010). Along with that, Boedi Harsono stated that *Gadai* (pawn) is a legal relationship between a person and the land of others who have received pawn money. If the pawned cash has not been returned, the land remains mastered by the "pawn holder." During that time, the entire land proceeds become the right of the pawn holder. Refund of pawn money or commonly called "redemption," depends on the wishes and ability of the landowner who pawns (Santoso, 2010)

In the literacy of indigenous communities in Indonesia, they gave different terms in understanding the meaning of pawns. For Minangkabau society, pawn is called as '*Pagang Gadai*'. For Javanese society, it is known as '*Adol Sende*'. For Sundanese, they called it with the designation '*Ngajual Akad* or *Gade*', and Bataknese called it as '*Dondon* or *Sindor*'. This different naming means the handover of a piece of land to be mastered by others with a cash receipt. The pawn holder had the right to redeem the land from the pawn recipient/ possession of pawned land (Santoso, 2010).

The social life of the Minangkabau community makes rice fields or dryland objects of '*Pagang Gadai*' (pawn). Rice fields are central to the economy for the family and its descendants from generation to generation. Family members used them alternately or unionize – together – enjoy the results obtained from them. They, in the sense of heirloom, were not consistently maintained and utilized as *pawn* objects (Von Benda-Beckmann & Von Benda-Beckmann, 2017). Along with that, when there is no longer a way to connect life, then the rice fields can be redeemed when the debt is repaid. Rice fields, in the sense of high heirloom in Minangkabau community, should not be sold, should not lose ownership because they provided income to generations (Bushar, 2006). It was seen that the land is intended for several uses in later generations.

The '*Pagang Gadai*' (pawn) had two good sides. The pawn holder was free from financial difficulties in achieving needs and does not lose the assets he has because the rice fields/ dry soil that was held will return to the owner on the condition that he had paid off his debt to the pawn recipient. At the same time, the pawn recipient had the advantage of the right to use the rice fields/dry soil of the pawn holder. They can cultivate the fields if the pawn holder had not been frothy/ paid it off pawn object (5, pawn object, 2022).

The '*Pagang Gadai*' (pawn) objects had two forms: 1) Land handed over to the instrument recipient. The land can be used as pawn object. This means that the land will be processed in the hands of pawn recipients (2 I., pawn form, 2022), and 2) Old plants, such as clove trees coconuts and Coconut trees that were bore continuously and produce can be used as collateral debt. Coconut trees that are being pawned should not be taken fruit except by the pawn recipient as long as repayment is done. The explanation can be seen in Table 1.

Table 1 '*Pagang Gadai*' (pawn) Object

No.	Object	Benefits Obtained by Pawn Recipients
1	Soil	Managing, tilling, planting
2	Coconut tree/plant	Coconut Fruit

In '*Pagang Gadai*' (pawn), the rice fields/ dry land that is used as the object of the transaction is '*Tawtsiq*' (trust in debt), and the pawn objects remain the right of the owner. Basically, the pawn contracts in Islamic economic literacy were classified in the form of '*Tabarru'at*' agreement which mean an agreement whose purpose is to help others. The use of goods by the pawn recipient caused a change in the

meaning of its contracts from '*Ta'awun*' to commercial because they could hold and use the assets entrusted to him. The use of assets for pawn recipients caused the transfer of property ownership rights from the owner of the property (pawn) to the pawn recipient. This was not in line with the traditional philosophy of the Minangkabau: '*Syarak Mangato*' (saying indigenous people are wearing).

The '*Pagang Gadai*' (pawn) was unlimited time, and the agreement expired if the pawning party redeems the land in the hands of the recipient of the pawn (5, pawn, 2022). The use of unlimited time causes the pawn recipient to use the land by processing it and planting it. The consequences of pawn object. The consequences of the pawn object, the rice field when it had come the time of repayment had not been repaid (the rice field had not been redeemed), then the rice field remain in the hands of the pawn holder, and no sale of rice fields to third parties (others), but it belongs to the pawn holder forever until the person in debt could redeem it. Sometimes the rice fields were only redeemed by the next generation of families who owe to the pawn holder. The time of repayment was uncertain (it was not known when). As a result, in the pawn contract, the rice field/ land pawn did not serve as a debt repayment because the rice fields/ land belongs to the pawn holder (Mahyuddin, 2009).

Making rice fields as economic objects through pawn had become a tradition among the Minangkabau people. When the rice fields were held with the size of gold or gold rupiah, then the rice fields were used by people who gave debts as long as the rice fields had not been redeemed by indebted people. The amount of gold returned is as much as the gold lent, and no one pawns it with a nominal amount of the same value of money. For the Minangkabau community, pawn of rice fields/farmland was still done to meet urgent needs easily, quickly, and straightforwardly and not subject to interest (Subekti et al., 2021).

The implementation of '*Pagang Gadai*' (pawn) for the Minangkabau community could be classified into two forms, namely: 1) the pawn recipient could take advantage of the guarantee until the owed party can pay off his debt, and accompanied by the return of the debt guarantee and 2) the practice of profit sharing between the pawn holder the land onwner (Iskandar, 2017). In Minangkabau customary law, the sayings '*Gadai Ditabuih*' (Pawns must be redeemed) and '*Jua Dipalalui*' (Buying and selling must be released) which means that mortgaged land must one day be redeemed and does not have a limited period of time. Pawns were required if a people encountered several problems that had been outlined customs, namely:

- a. '*Rumah Gadang Katirisan*', means that the traditional house has been damaged, needs to be inserted or repaired, while the tribe's savings are not there at that time.
- b. '*Gaduh Gadang*' or '*Jando Alun Balaki*' means that there are girls or widows who are already worthy of marriage, but the cost is not there to fill the customs and for the wedding event.
- c. '*Mayik Tabujua di Tengah Rumah*' means that the land can be mortgaged to cover the cost of death, burial, sagging, and so on, what else if the deceased is a ruler.
- d. '*Managakkan Batang Tarandam*' means that the custom does not stand on the people, or the house already needed to be established penghulu or had long been a sunset heirloom only, because the cost to fill the custom on one village is not enough (MS, 2003)

If any of the above problems are found, then the solution can refer to the Minang saying '*Indak Kayu Janjang Dikapiang, Indak Ameh Bungka Diasah*'. This means if there is no supply in the rice barn, there are also no old plants that can be used as money at that time, then what can make their own existing treasures such as rice fields or fields can be mortgaged (MS, 2003). Based on informant 4 whose position as Datuk explained, the pawn did not only cover urgent problems but also occurred with the following conditions (4, conditions can pawn, 2022):

- a. When the problem of economic needs is increasingly difficult to meet
- b. Urgent need so that it requires money at a fast time.
- c. As business capital
- d. As a cost of education

Based on information from the former chairman of KAN S, it was known that the pawn practice had been carried out in four forms, namely:

- a. '*Gadai Sandaran Kudo*' (The pawn practice according to the size of the horse and jockey)
The way of redemption is if it is extinct the recipient of the pawn (blood-roped) can only return the pawn land to the pawn giver by returning the ransom, but if the pawn recipient has not been depleted by his descendants, the pawn land cannot be redeemed. The implementation of this practice contract had carried out between the pawn party and the pawn recipient who still had a blood relationship. This practice contract was not based on a period of time, but this contract end when the recipient of the pawn was extinct or there was no next generation.
- b. '*Gadai Salang Pinjam*' or '*Gadai Runggu*' means that a pawn can lend his land to the pawn recipient. The land that can be lent is dry land and wet ground. The pawn can only be done if the pawn parties are related by blood (heir), nephew (heir), the pawn grandson, and heir (grandchildren). The implementation of this practice had carried out between the pawn and the pawn recipient who still had blood relations.
- c. '*Gadai Baukat*' or '*Gadai Bajangko*' means there is an agreement made by the pawn giver and the pawn recipient in terms of the agreement of the redemption time of the pawn object where the object could only be redeemed if it had reached three years of its time by the person who pawned it.
- d. '*Gadai Bamusim*' (pawning one season or two rice seasons is a pawn that is based on the harvest period from the land of the macaque The implementation of this seasonal pawn agreement is carried out between the pawn party and the recipient of the pawn, which is the period in the implementation of this agreement based on the harvest time of the pawned land. When the harvest has arrived, the contract has also arrived or ended.

There are several provisions related to the pawn practice that must be done by the Nagari Tabek community (5, pawn, 2022), namely:

- a. The person who practices this must be physically and spiritually healthy.
- b. Having clear evidence of land ownership.
- c. Based on the element of willingness.
- d. The rupiah value (gold) of pawn is based on the agreement of two parties (a pawn and his pawn recipient)
- e. Attended by two witnesses to strengthen the pawn transaction.
- f. Written on the pawn transaction document by listing the value of rupiah owed and stamped.
- g. If the pawn recipient needed his money back and the pawn has not been able to pay off the rupiah owed, then the pawn recipient might look for a third party that serves to replace his position as the pawn recipient by transferring to a third party and known by the pawn. As a result, the third-party dealt as the pawn recipient with the pawn.

- h. If the land was jointly owned by his people, there must be permission from all the owners of his people's rice fields that signify agreement.
- i. Pawn were done to the people of the village, one tribe and one village (Hasneni, 2015).

Completion of Old Plants in Minangkabau

Pawn practice in Nagari Tabek, Pariangan district of Tanah Datar regency had become a traditional custom of Minangkabau. This practice had taken place and ended by way of repayment of rupiah that was owed. The pawned rice fields/ dry lands were returned to their original owners, namely a pawn, but the results of old plants were still owned by the pawn recipients.

Based on the information given by informant 1, it was known his parents had cloves that were pawned to others for 'Anam Pulauh Ameh (60 gold). In 1991, he redeemed the cloves by the time he redeemed it. They were flowering and bearing fruit, and when the harvest took place, the cloves were taken, then the results were halved between informant 1 and the pawn recipient. It lasted for three years until 1993. This agreement ended when the clove plant died (1 I. , pawn, 2022).

In addition, as revealed by informant 2 he said that "the plant that is in the rice fields/ dry land (pawn objects), he (the pawn recipient) who planted it. When the pawn object was redeemed then he must get the produce of the plant (2 I. , pawn, 2022). The Informant 3 also said that the plants that are in the graceful object belongs to him. It was because at that time the graceful object is dead land. After the land is in his hands, then he planted it with clove plants, then after the landowner (pawn) redeeming it, he is only entitled to empty land, while cloves are part of his (2 I. , 2022).

Distribution of crop yields after the repayment of pawns. This happened when the fruit of the plant could be taken, then the results obtained from the old plant became part of the pawn recipient as an overview of the results that can be seen in table 2.

Table 2 Clove Profit Sharing After Debt Repayment

No	Result	Limit	Share of Results
1	1 kg	If the clove tree lives on that land	½ kg pawn recipient and ½ kg pawn
2	5 kg		2 ½ kg pawn recipient and 2 ½ kg pawn
3	2 kg		1 kg pawn recipient and 1 kg pawn

Plants are long-lived, and after the pawn redeemed the land, the pawn recipient claimed that the plant in the land belonged to him on the grounds that he planted it when the pawn agreement is still ongoing (1 I. , pawn, 2022). Based on Interview Informant 3, he explained that: "the old plant is because it has been planted by the pawn recipient, and the pawn only gets a fruitful clove tree. With the pawn recipient's intentionality planting cloves, he had ownership rights in enjoying the cloves from the land that had been repaid by the pawn. If the pawn did not want to divide the cloves in a way for two, then the pawn recipient might cut down the cloves that have been planted". This is supported by indigenous figures stating that the pawn only gets clove trees that had been fruitful, and it is not because of the services of the

pawn (4, pawn, 2022).. While the clove tree is still alive, the pawn recipient still reaps the clove results that are divided in two with the pawn as the landowner

In terms of the pawn utilization of rice fields /dry land that had been done by the people of Nagari Tabek Pariangan District Tanah Datar Regency, Pawn goods were used by pawn recipients ('Murtahin') as long as the rice-fields/ dry land that were held had not been redeemed or paid their debts by the pawn ('Rahin')(Biri & Safriani, 2020). In this case, there are two opinions: 'Jumhur' ulema (the most group) despite 'Shafi'iyah' ulema said that it should not be the pawn recipient utilizing the guarantee of debt (Al-Zuhaily, 1985), because this includes debt that can attract benefits, so that when utilized including usury. The Prophet (peace be upon him) said:

كل قرض جر منفعة فهو الربا (رواه الحارث بن ابي اسامة)

"Any debt that attracts benefits is including 'riba'" (Riwayat Harits bin Usamah)

The opinion of 'Hanafiyah' ulema explained that the pawn recipient might not take advantage of the guarantee in the form of wearing, riding, occupying, or other except with the permission of the pawn. The reason is the right of 'Habsu' to be continuously pawning in the sense of prohibition of taking debt guarantees. If the pawn recipient utilized the debt guarantee, then he bore a fine for it for violating the rights of the pawn. Suppose the pawn recipient was using the debt guarantee. In that case, the dependents of the mortgage on the pawn goods are lost, and the pawn recipient was the one who 'Ahasab', and therefore everything that had been taken must be returned.

If the use of the pawned goods did not cause the transfer of ownership rights, this was allowed, such as debt guarantees in the form of wheat grinders, then the pawn recipient rented it to the pawn and withdraws the lease on it. The rent might belong to the pawn recipient because something generated by the debt guarantee belongs to the pawn recipient. 'Hanabilah' ulema explained that it was not permissible for the pawn recipient to use guarantees on debts except with the permission of the pawn.

'Shafi'iyah's' opinion said that the pawn recipient could use the pawn goods as long as it was not detrimental and caused something bad for the pawn party (Al-Zuhaily, 1985). It was like riding it, using it, occupying it, and using it, and this was when the debt guarantee was in the form of a mounted animal. This is based on the below Prophet's hadith.

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الرَّهْنُ يُرْكَبُ بِنَفَقَتِهِ إِذَا كَانَ مَرْهُونًا وَلَبْنُ الدَّرِّ يُشْرَبُ بِنَفَقَتِهِ إِذَا كَانَ مَرْهُونًا وَعَلَى الَّذِي يَرْكَبُ وَيَشْرَبُ النَّفَقَةَ (رواه البخاري)

From Abu Hurayrah Radliallahu 'Anhu said, "The Prophet shallallahu 'alaihi wasallam said: "(Animals) may be ridden if pawned with certain payments, animal milk can also be drunk when pawned with certain payments, and against people who drive and drink milk must pay." (HR Bukhari)

Basically, the pawn goods utilization mastered by the debtor can cause the debtor unable to pay his debt, as well as his mastery included in the act of exploitation of others (Sahwan, 2019). In addition, this act can lead to the practice of usury(Dewi, 2020). However, if the use of pawn goods is given to the indebted party, it will be easier for him to pay his debts (Safrizal, 2021). The existence of the pawn goods utilization is the permission of the owner, namely the pawn party(Adanan Murroh Nasution, 2019). This was also

emphasized by Ahmad Affan Ghafar. He said that in the pawn agreement, the parties involved with him must implement a profit-sharing system between the debtor and the debtor (Ghafar & Purwoadmojo, 2019), because according to him this is in accordance with the explanation of pasal 1 huruf b of uu No. 2 of 1960 concerning profit sharing agreements.

"The authority to enter into a profit-sharing agreement is not only limited to the owner in the sense that it owns the land, but also the pawn holders, tenants and others who are based on the right to master the land in question."

Plant Ownership Status After 'Pagang Gadai' (Pawn) Repayment

Ownership is the exclusive possession of human property and control over the property that can prevent others from acting on it, can also transact against the property as long as there are no condition constraints (Hamdani, 2018). According to Islam, ownership of all that is on the face of the earth, and all wealth in it belongs to Allah SWT (Kambali, 2021). And only a portion of the treasure with certain requirements that can be owned by humans to fulfill the needs of his life (Rahma & Hanifuddin, 2021). In Islam, ownership is classified as two (Rahma & Hanifuddin, 2021) namely:

a. Perfect possession (*Milku Tam*)

Perfect possession (*Milku Tam*) is a person who can have substances and benefits from the property he has, so that both in terms of usefulness and property mastered by someone, is absolute, namely freedom in utilizing, using, developing, investing, any action that has legal effect on the asset either speech or deed against something he has (Muqorobin & Achsani, 2018) and protected by the state and religion and cannot be transferred unless the owner's permission.

b. Imperfect possession (*Milku Naqish*)

Imperfect possession (*Milku Naqish*) is a person's ownership of his property, but he can only have it in the form of his substances only or in the form of benefits only. The special characteristics of this kind are that ownership and mastery are limited to a certain time, require maintenance costs for those who use it, and the obligation to add to the owner after the contract ends (Muqorobin & Achsani, 2018). It is categorized into three forms (Rahma & Hanifuddin, 2021), namely:

1 *Milku' Ain*

A person only gets substances from objects or property that he has, while the benefits of these objects are obtained or owned by others. For example, a person pawns his land to another person, and the land is held by the person who received the pledge, and the owner loses the right to manage it.

2 *Milku Manfa'ah*

A person only gets the benefits of the object that is in him, while the ownership of the object is owned by others. For example, the use of boarding houses. Tenants can occupy utilize boarding houses during the time they agree, and boarding house ownership is still in the hands of the owner.

3 *Haq Al-Irtifaq* is the right of the utilization of motionless objects, whether they are privately owned or commonly owned." This right is a matter of a person mandating irreseable objects that are side by side and do not depend on the change of their

owners. For example, it is the right to flow water through other people's fields (Muqorobin & Achsani, 2018).

Pawn contracts for land ownership by pawn recipients are classified as: الملك الناقص (Al-Zuhaily, 1985) In the implementation of pawn, الملك الناقص (imperfect ownership) are categorized into the form ملك العين فقط (al-Zuhaily, 1985). *Milku' Ain* is a person's ownership of a certain asset or thing only in its form, but in its use it is owned by others (Al-Zuhaily, 1985).

Milku' Ain's rights to the pawn recipient cause him to be able to use the land used as collateral for debt as payment of the debt given by the pawn and valid until the pawn debt is paid off. After the debt is paid off, the land and the things that grow on it must be returned to the pawn because basically the status of the plant follows against the status of land ownership. In principle, something that follows another, then its legal status follows that which is followed. This is in accordance with the rules of Fiqh التَّبَعُ تَابِعُ (The follower is legally still a follower) (Musbikin & Hanifuddin, 2001). At the same time, justice in business places at its origin, something that is not good and lawful according to religion is contrary to the ethics of business Islam contained in Islamic values (Kasmidin, 2015).

Substantially the pawn agreement ends when the pawn has paid his debt with the consequence that the debt guarantee must be returned to the pawn, and the legal relationship between each party ends. The exploitation of mastery of plant assets owned by the "former" recipient of this *pawn* is included in the act of overreaching. Islam views that actions that lead to overreach must be returned to the original with the end of the pawn agreement, then ownership of dependent objects and things that are snagged to it is owned by the pawn because at first the pawn object is indeed owned and perfectly mastered by the pawn. This is emphasized by the rules of *Fiqh*.

كل ما تجاوز عن حدّه إنعكس إلى ضده

Anything that has exceeded the limits of the provisions is returned to the law of origin (Kasmidin, 2015).

Taking benefits from plants planted by pawn recipients after the pawn agreement ends can be categorized into '*Hirabah*' (Audhah, n.d.). *Hirabah* is taking other people's property using certain tricks or tactics either violently or not (Audhah, n.d.). Islam views that the taking of other people's property is deliberately contrary to the purpose of Islamic sharia, which is to achieve the benefit of mankind in this world and the hereafter. This benefit will be realized if the fulfillment of five basic needs such as human needs, namely: religion, soul, reason, descendants, and property (Audhah, n.d.). And in maintaining the property, Allah and His Messenger forbade stealing and stipulate the punishment of stealing with a cut off the hand for the perpetrators of theft.

CONCLUSION

In the pawn implementation, the acquisition of land that was used as the object of debt dependents by the pawn recipient for the Minangkabau community, especially for the Nagari Tabek community, was a form of economic exploitation that can lead to tyranny/losses to the pawn, because in its use it prevented the mortgage from paying the debt that had been given. In addition, there were also some effects caused by the pawn goods utilization by the pawn recipient: 1) the status of plants that were on the object of debt dependents (rice fields/ dry land), claimed ownership of old plants by the pawn recipient even though the thing of the debt collateral had been redeemed by the pawn. The acts of exploitation carried out by the

pawn recipients could be classified into the form of '*Ghasab*' (Taking other people's property unjustly and openly).

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