

Agricultural Land Pawn According to Muhammadiyah Thought: Perspective of Islamic Law and Farmer Welfare

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ABSTRAK

Penelitian ini bertujuan untuk mengeksplorasi sejauh mana dampak praktik gadai tanah terhadap kesejahteraan petani, serta menganalisis pandangan Muhammadiyah terhadap praktik tersebut berdasarkan perspektif hukum Islam. Metode penelitian yang digunakan adalah penelitian kualitatif dengan pendekatan normatif-ekonomi, yang memungkinkan untuk mengeksplorasi aspek hukum dan kesejahteraan petani terkait praktik gadai tanah pertanian secara komprehensif. Hasil penelitian menunjukkan bahwa realisasi praktik gadai pada objek penelitian terdiri dari 2 (dua) bentuk, yaitu 1) penggadai sebagai pemilik tanah, dan 2) penerima gadai sebagai pengelola tanah. Pada kasus pertama, sudah sesuai dengan hukum Islam. Sedangkan kasus kedua bertentangan dengan hukum Islam dengan dasar bahwa dalam akad gadai terdapat indikasi utang-piutang, dimana dalam akad utang-piutang tidak membolehkan atau melarang adanya penambahan dari pokok pinjaman yang diberikan. Sedangkan dalam kasus gadai tanah pertanian, pokok pinjaman tetap harus dikembalikan sedangkan sebelum pelunasan pinjaman yang diberikan, pemberi pinjaman tetap mengambil manfaat dari barang yang menjadi objek gadai. Jika ditinjau dari aspek kemaslahatan petani (falah: kesejahteraan dunia dan akhirat) melalui praktik gadai tanah pertanian, baik bagi penggadai maupun penerima gadai tidak tercapai

Kata kunci : Hukum Islam, Gadai, Kesejahteraan, Tanah Pertanian, Muhammadiyah.

ABSTRACT

This research aims to explore the extent of the impact of land pawning practices on farmers' welfare, as well as analyzing Muhammadiyah's views on this practice based on an Islamic legal perspective. The research method used is qualitative research with a normative-economic approach, which makes it possible to explore the legal and welfare aspects of farmers related to the practice of pledging agricultural land in a comprehensive manner. The results of the research show that the realization of pawning practices on research objects consists of 2 (two) forms, namely 1) the pawnbroker as the land owner, and 2) the pawner as the land manager. In the first case, it is in accordance with Islamic law. Meanwhile, the second case is contrary to Islamic law on the basis that in the pawn contract there is an indication of debts, whereas the debts and receivables contract does not allow or prohibit additions to the principal of the loan given. Meanwhile, in the case of a pledge of agricultural land, the principal must still be returned, whereas before the loan is repaid, the lender still takes advantage of the goods that are the object of the pledge. If viewed from the aspect of the benefit of farmers (falah: welfare of the world and the hereafter) through the practice of pawning agricultural land, neither the pawnbroker nor the pawn recipient achieves

Keywords : Islamic Law, Pawn, Welfare, Agricultural Land, Muhammadiyah

PENDAHULUAN

Islam provides detailed guidance for human life, both in the aspects of *aqidah*, morals, and aspects of *sharia* (Wahyuddin et al., 2023).. One aspect of *sharia* is *mu'amalah*, an Islamic law that regulates all relationships between fellow humans in order to fulfill the needs of life (Mahmudatus Sa'diyah, 2019). By formulating this definition, humans are firmly explained as a figure who depends on social interactions with others in order to survive and be sustainable. In other words, humans are social creatures who need other people in their lives (Ahmad Azhar Basyir 2000; Jasri et al. 2023). One concrete form of human social nature is to provide assistance to others by helping and caring for each other.

Mutual assistance that provides reciprocal benefits in economic transactions according to Islamic principles is called "*rahn*." In Indonesian, "*rahn*" can be interpreted as pawn. (Jasri, Mustamin, et al., 2023b).. *Rahn* is a form of *tabarru'* (voluntary) contract, which means helping and supporting

each other. (Royani, Al Hakim and Setiawan, 2023) in difficult situations, without expecting personal gain (Safrizal, 2016). This is in accordance with QS. Al-Baqarah: 283 which translates as "If you are on a journey and you do not have a recorder, let there be collateral held ..." (Al-Qur'an Kemenag Online, 2024). This collateral (marhun) according to the majority of fuqaha is not allowed to utilize even if the rahin (pawn giver) allows it, because this is a type of debt that can attract benefits, because it is included in usury. (Hendi Suhendi 2014; Karmaen and Antoni 2020; Syamsoni 2021), while usury has been forbidden in all its forms (Jasri, Fauzan, et al., 2023).. Ibn Qadamah said: "Any receivable that requires something extra is forbidden. There is no dispute about this among the scholars." (Tuasikal, 2009). In Imam Shafi'i's thinking, the condition in the pawn contract that requires the pawn receiver (murtahin) to obtain the benefits of the pawned item is considered invalid. (Abdul Hayyie Al-Kattani, 2011).. Hanbali believe that if the object of the pledge is not an animal or something that requires maintenance, such as land, then the pledgee (murtahin) should not benefit from it. If the murtahin still utilizes it, the profit obtained is considered usury which is prohibited by Islamic law (Khotimah, 2022). In a forced situation, they are more likely to agree to the use of this pawn object, especially for fear of not getting the money that will be lent (Elimartati, 2012). (Elimartati, 2012).

The practice of pawning in ordinary people is often realized in the form of pawning agricultural land in the form of fields, rice fields, and others (Rizkia Putri Firdhausya & Redi Hadiyanto, 2022; Homsyah et al., 2022). This pawn practice is a phenomenon that is often and commonly found in the lives of people in Matakali sub-district, Polewali Mandar district, West Sulawesi. This practice is often carried out because of urgent needs. For example, to pay for children's education, buy a motor vehicle, cover medical expenses, meet the costs of traveling abroad for work, pay debts due to business failure, or to start a new business that has the potential for profit (Muhammad Nur Aropah, 2014). The practice of agricultural land pawning applied by the community in Matakali Sub-district, Polewali Mandar District, West Sulawesi, appears to provide benefits for all parties. It means that landowners can immediately access money to fulfill their needs, and money lenders can invest their extra funds for more productive and profitable projects. However, this practice of land pawning has an impact of injustice, especially for the landowners who give the pawns. This impact is seen from the fact that landowners (rahin) lose the opportunity to use their land before they can repay the money they lent to the lender (Ihsan Rois, Moh. Huzaini and Satarudin, 2017). The impact of this situation is that the pledgee (murtahin) is able to take abundant profits from the mortgaged land (marhun), even exceeding the amount of money originally received from the pledgor (Muaidy Yasin et al., 2017); (Muaidy Yasin et al., 2018). On the other hand, although the dharuriyyat and hajiyat needs can be fulfilled, when viewed from the aspect of the welfare of both the pawn recipient and the pawn giver in this practice does not provide significant welfare (Muaidy Yasin et al., 2018); (Muaidy Yasin et al., 2018).

Based on the above phenomenon, this research aims to 1) Knowing how the actual situation of the implementation of agricultural land pawn practices in Matakali Sub-District, Polewali Mandar Regency, West Sulawesi; 2) Knowing whether the land pawn practice implemented by the community in Matakali Sub-District, Polewali Mandar Regency, West Sulawesi is in accordance or not in accordance with the fiqh review.

METODE

The type of research used in this research is descriptive qualitative. This type of research reflects efforts to summarize various conditions, situations, or social phenomena that exist in society, and efforts to bring these realities to the surface as representations, characteristics, traits, models, indicators, or images of certain conditions, situations, and phenomena (Sugiyono, 2019). Meanwhile, the approach used in this research is normative-economic. The normative-economic approach refers to one type of approach in economics that focuses on normative considerations or values for making economic-related decisions. This approach not only focuses on the description of economic phenomena or positive analysis (describing economic reality), but also includes normative elements (judgments about how things should be done or what is considered good in economics).

The data collection technique used in this research is through several stages including observation and interviews (Anggito and Setiawan, 2018). Observation activities were carried out to obtain preliminary information related to the required research. Interviews were conducted with the aim of gathering comprehensive information about the activities and processes of agricultural land

utilization that are the focus of the research. Researchers underwent in-depth interviews to obtain complete data regarding the implementation of agricultural land pawning in the area.

Data analysis began with data organization, then prepared in the form of transcripts. Transcripts are read repeatedly to get an overall picture of the data and identify data segments that have the potential to reveal the aspects under study. (Sarosa, 2021). After that, the data undergoes conceptualization, classification, categorization, identification of themes, then connected to theoretical constructs. The interpretation of the meaning of the data was done by reorganizing, examining, and discussing the textual data by conveying the original understanding of the respondents.

HASIL

The Concept of Agricultural Land Pawn in Matakali Sub-district, Polewali Mandar Regency, West Sulawesi

The practice of agricultural land pawning in Matakali Sub-district, Polewali Mandar District, West Sulawesi, is a common step taken by the community to overcome urgent or vital needs in their daily lives. These needs include the cost of children's education, funds for wedding ceremonies, the cost of purchasing a motor vehicle, and other urgent needs that may arise in their lives. This practice reflects a social adaptation strategy in the face of economic and financial challenges often faced by farming communities in the region.

The pawning process is carried out with the first step of handing over the agricultural land that is the object of the pawn to the pledgor as collateral for the loan received. In the context of practice in Matakali Subdistrict, the use rights over the agricultural land used as the object of the pawn are divided into two forms, each of which depends on the agreement reached by both parties and based on the amount of the proposed pawn value. The two forms of use rights are different, depending on the conditions and agreements arranged between the two parties:

1. Agricultural land use rights remain with the landowner, The right to use agricultural land in Matakali sub-district belongs to the landowner if there is an agreement between the landowner and the pledgor. In addition, this can also be fulfilled if one of the following two conditions occurs:
 - a. Both parties agree that the management of the land remains the responsibility of the landowner, but with a note that the results of the land will be shared between the landowner and the pledgee during the pawn period or until it is repaid.
 - b. The amount given for the mortgaged land is much lower than the maximum estimated value. For example, the estimated value of the land is 50 million, but it is only mortgaged for 10 million.
2. Agricultural land use rights become land cultivator rights. The right to use the agricultural land used as a pledge object will be fully vested in the pledgor if the pledge costs incurred are equal to or even higher than the maximum predicted value of the agricultural land. In the second scenario, where the cost of the pledge exceeds the estimated maximum value, all operational needs and proceeds from the land management activities will be fully vested in the pledgee, covering 100% of the proceeds generated.

Review of Muhammadiyah Thought from the Perspective of Islamic Law on the Practice of Land Pawn in Matakali Sub-District, Polewali Mandar District, West Sulawesi

The review of Islamic law on the practice of agricultural land pawning in Matakali District, Polewali Mandar Regency, West Sulawesi can be categorized into two conclusions based on the concepts implemented in the area. First, in the case of utilization of land that remains the right of the landowner, this is considered valid according to Islamic law. Secondly, in the case of the utilization of land that is the object of a pawn that becomes the right of the pawn recipient, this is considered invalid according to Islamic law. The reasons underlying this conclusion can be explained from a Shari'ah perspective based on the case studies, among others:

1. The right to use agricultural land remains with the landowner.

In this situation, where the landowner remains the cultivator of the mortgaged land, based on the review of Islamic law, it is valid. This is based on the rule of pawn as a *tabarru-ta'awwun* contract. *Tabarru* contract is one of the principles in Islamic economics that emphasizes aspects of social and humanitarian values, *Tabarru'* in the context of Islamic economics refers to the act of financial expenditure or donation by individuals or institutions to others or society with the aim of meeting social

and humanitarian needs (Irfan, 2024). Tabarru' has a significant role in maintaining the welfare of society from an Islamic economic perspective, often associated with the concept of Ta'awun in social life. Ta'awun in Islamic economics is an idea based on collaboration and mutual assistance between individuals to achieve common goals (Ramis, 2021). This concept arises from Islamic principles that champion solidarity and cooperation in the economic aspect (Saechu, 2022). Ta'awun highlights that personal success is largely dependent on the overall well-being of society, and vice versa.

The concept of ta'awun highlights the essence of the importance of collaboration and help between individuals in achieving common goals. This is reflected in the teachings of the Qur'an, as found in QS. Al-Baqarah verses 177 and 261, and QS. An-Nisa verse 4, which emphasizes the importance of establishing good relationships between fellow humans. In the context of these verses, awareness of the need for mutual help and support is the foundation for the creation of a harmonious and equitable society.

In this regard, Ahmad Nashir (Secretary of Tarjih Ulama Education, Muhammadiyah University of Makassar) said that: "The pawn contract is a ta'awun contract which basically requires mutual assistance. To realize this, both parties involved in the contract must benefit. The party giving the pawn must benefit, as well as the party receiving the pawn". The realization of mutual benefit in the pawn transaction through this first case can be realized, where the recipient of the pawn gets a guarantee of the return of the amount of money spent. Meanwhile, the pawnbroker gets the amount of money he needs. In addition, the pawn giver also does not lose its source of income, so that the opportunity to pay off or redeem the collateral that is the object of the pawn remains open.

In line with the first opinion, Dr. Abbas Baco Miro, Lc. MA. (Secretary of the Tarjih and Tajdid Assembly of the Muhammadiyah Regional Leadership (PWM) of South Sulawesi) emphasized that: "Pawn transactions are basically mu'amalah transactions whose laws can change, what remains are the basic principles, such as no wrongdoing, no ribawi elements, no speculation, clear goods, and willingness. In the context of pawning, there is collateral. Collateral for loans in Islam is permissible. However, the item that is used as collateral only serves as a guarantee, and cannot be utilized by the pledgee to obtain profit." So in the first case, the collateral that is the object of the pawn has been applied as an object of collateral only. So that the practice of agricultural land pledging in cases where the landowner acts as the manager of the pledged land has fulfilled all the basic principles in the practice of mu'amalah. Thus, the practice in this first case is considered valid according to Islamic law.

2. The right to use the agricultural land becomes the right of the pledgee.

Pawn contracts, as previously explained, fall under the category of tabarru'-ta'awun contracts. This contract emphasizes the social dimension or the principle of mutual assistance in situations of difficulty. Therefore, if the principle of mutual assistance is to be implemented, then the recipient of the pledge should not increase the burden on the pledgor by taking the right to use the pledged goods. The agricultural pawn agreement involves an element of receivables in it. In the view of the scholars, any addition to the loan capital given is considered usury, according to the rules:

كُلُّ قَرْضٍ جَرَّ نَفْعًا فَهُوَ رِبَاً

Translation:

"Any loan that gives profit to the lender is riba."

In connection with the above rules, Mrs. Mundzir said in the book *al-Mughni* (Qudamah, 2013) that:

أَجْمَعُوا عَلَى أَنَّ الْمُسْتَلْفَ إِذَا شَرَطَ عَلَى الْمُسْتَسْلِفِ زِيَادَةً أَوْ هَدِيَّةً ، فَاسْتَلَفَ عَلَى ذَلِكَ ، أَنَّ أَخَذَ الزِّيَادَةَ عَلَى ذَلِكَ رَبِيًّا

Translation:

"The scholars are unanimously agreed that if the lender stipulates that the borrower should give something extra or a gift, and the transaction takes place in this way, then taking this extra is riba."

Based on the above view, the pawn contract should not benefit one party while making it difficult for the other party. A farmland pawn contract in which the right to use the object of the pawn becomes the right of the pawn recipient is a practice that is prohibited in Islamic law. This is because the pawn practice involves an element of debt, which is clearly haram according to Islamic law.

Additions made to the principal, including the proceeds from cultivating the land, are also prohibited under Islamic law.

In connection with the above, Dr. Abbas Baco Miro, Lc., MA. Affirms that: "contracts that contain elements of debt and credit are not allowed to take profit in them". This is based on the fact that debt and credit contracts are *tabarru'-ta'awun* contracts or contracts of mutual assistance. Allah swt. says in QS. Al-Ma'idah: 2:

وَلَا ... تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Translation:

"...Help yourselves in (doing) righteousness and piety, and do not help each other in sin and enmity. Fear Allah, verily Allah is very severe in punishment". (Qur'an Ministry of Religious Affairs Online, 2024)

In the verse, Allah Swt. emphasizes the importance of helping each other in doing good. The concept of helping one another in doing good not only involves providing assistance to fellow human beings in overcoming their difficulties, but also helping them get out of their difficulties so that they are not trapped in a way that Allah Swt. does not want them to be in order to fulfill their needs.

In this second case, it turns out that it is a common case practiced in Indonesian society. In various other regions, pawning with this second concept is also practiced, including in Blitar (Arafat and Pahlevi, 2021), in lamongan district (Junaidi and Hidayati, 2021), in Bekasi Regency (Ainulyaqin, Saiban and Munir, 2023), in Pinrang district (J. Jasri, Mustamin and Arfan, 2023), and various other districts in Indonesia. The findings of various studies in different regions have provided the same conclusion that the practice of pawning with the second concept is contrary to Islamic law.

An Overview of Farmer Welfare Levels through Agricultural Land Pawn in Matakali Sub-District, West Sulawesi

The concept of welfare in Islam is different from the general economic concept. Welfare in Islam is often referred to as *falah*. *Falah* defines welfare in two dimensions, namely the world and the hereafter. (Muhtadi et al., 2023).. Thus, welfare in Islam is considered achieved if a person can maintain a balance between the life of the world and the life of the hereafter. If both cannot be achieved simultaneously, Islam teaches that attention to the afterlife must be prioritized. In this regard, Allah SWT in QS. Al-Qasas: 77 says:

وَابْتَغِ فِيمَا آتَاكَ اللَّهُ الدَّارَ الْآخِرَةَ وَلَا تَنْسَ نَصِيبَكَ مِنَ الدُّنْيَا وَأَحْسِنْ كَمَا أَحْسَنَ اللَّهُ إِلَيْكَ وَلَا تَبْغِ الْفُسَادَ فِي الْأَرْضِ إِنَّ اللَّهَ لَا يُحِبُّ الْمُفْسِدِينَ

Translation:

"And, seek in what Allah has bestowed upon you (the reward) of the Hereafter, but do not forget your share in the world. And do unto others as Allah has done unto you, and do not cause corruption in the earth; for Allah loves not those who cause corruption." (Qur'an Ministry of Religious Affairs Online, 2024)

The above verse emphasizes the importance of settling the affairs of the hereafter first before tackling the affairs of the world. However, at the same time, Allah also emphasizes not to neglect the affairs of the world. Therefore, a Muslim is commanded to pay attention to both aspects of life simultaneously, namely the world and the hereafter. In the context of this verse, Allah Swt also emphasizes to do good to others. The command to do good in the context of this verse certainly leads to efforts to achieve prosperity. Doing good includes facilitating the affairs of others, providing a way out of the difficulties that are being faced by others.

The above verse also emphasizes at the same time not to do damage. And this damage can also arise as a result of not achieving prosperity. For example, in the case of land pledging, which is often practiced with the concept of utilization of the pledged object as the right of the pledgee. This case can close the possibility of the pledgor achieving prosperity. If it continues for a long time, the pledgee will encounter more and more difficulties and may cause damage. (Fachrurrozi et al., 2021).

In the context of agricultural land pawn contracts carried out by the community in Matakali sub-district, Polewali Mandar district, West Sulawesi in the view of Muhammadiyah based on Islamic Law in the context of welfare can be explained as follows:

1. In the first case, welfare has been achieved for both the pledgor and the pledgee. This is based on several reasons:
 - a. Pawnbrokers. The pawnbroker receives an amount of funds according to his needs by mortgaging his agricultural land. By doing so, the pawnbroker gets the necessary funds from the pawn recipient. Thus, urgent needs at the same time can be met, so that potential problems both in terms of physical and psychological for the pledgee can be resolved. On the other hand, in the first case, the mortgagor does not lose access to the land that is his main source of income. This allows the opportunity to repay the debt to remain open. Thus, the mortgagor has the opportunity to improve his financial situation and fulfill his obligations.
 - b. Pawn Receiver. For the pawn recipient in the first case, the principle of tabarru'-ta'awun in social life has been realized, which is in accordance with the will of Allah Swt. as mentioned in QS. Al-Qasas: 77 above. In addition, the recipient of the pledge still receives financial benefits due to the profit-sharing system in the management of the pledged land. Thus, not only is the social cooperation desired by Islam, but there are also economic benefits for the pawn recipient.
2. For the second case, welfare efforts were not achieved
 - a. For the pawnbroker. In the second case, neither the welfare of this world nor the hereafter for the pawnbroker is achieved. This reason is based on several aspects including: 1) the pledgee has lost the agricultural land which is the source of income he has, 2) The pawnbroker still has obligations that must be fulfilled when due to the pawn recipient.
 - b. For the pawnbroker. In the second case, from the perspective of the world, the pledgee has achieved welfare. This is because in addition to the principal loan that has been issued still remaining intact, the pledgee also continues to receive economic benefits from the management of the land that is the object of collateral in the pawn contract as long as the principal loan has not been returned.

The realization of this concept has the potential to increase economic inequality to the detriment of the less financially well-off. This could result in a situation where the less well-off are further ensnared in poverty, while the wealthy are further increasing their wealth. Therefore, the non-realization of the application of Islamic law in the second case means that the pawn recipient also does not achieve true prosperity. In this context, the pawn recipient does not gain happiness in the afterlife. Whereas in Islam, Allah has emphasized to do good to fellow humans as in QS. Al-Qasas: 77 above. In addition, to achieve falah or the welfare of the world and the hereafter, humans must prioritize the penetingan akhira, as said by Allah Swt in QS. As-Suro:

مَنْ كَانَ يُرِيدُ حَرْثَ الْآخِرَةِ نَزِدْ لَهُ فِي حَرْثِهِ وَمَنْ كَانَ يُرِيدُ حَرْثَ الدُّنْيَا نُؤْتِهِ مِنْهَا وَمَا لَهُ فِي الْآخِرَةِ مِنْ نَصِيبٍ

Translation:

"Whoever desires the reward of the Hereafter, We will increase it for him. And whoever desires the reward of this world, We will give him some of it, but he will not have any share in the Hereafter."
(Qur'an Ministry of Religious Affairs Online, 2024)

The above verse confirms that Allah swt. will grant man's efforts to seek immediate rewards or benefits in this world. However, if that is the main objective, then people in that category will be prevented from reaching the Hereafter. In fact, Allah swt. emphasizes by stating that they "will not have the slightest share in the Hereafter". Thus, the effort to achieve falah (the welfare of the world and the hereafter) based on the second concept in the pawn practice is not realized.

SIMPULAN

Based on the research results as described in the results and discussion above, it is concluded that the practice of agricultural land pawning carried out by the community of Matakali Sub-District, Polewali Mandar District, West Sulawesi encounters two concepts. The first concept is the farmer (who pawned his land) as a cultivator, and the second is the recipient of the pawn as a land manager. In the

first case, it is considered in accordance with Islamic law and declared valid. But in the second case, it is contrary to the purpose of the pawn contract, which is a tabarru'-ta'awun contract, so it is declared invalid according to Islamic law. The welfare of farmers in an Islamic perspective through this agricultural land pawn activity in the first case is stated to be achieved, both for the pledgor and for the pawn recipient on the grounds that the social and economic aspects in the first concept have been realized. Whereas in the second case it is stated that welfare is not realized, both for the pledgor and for the pawn recipient. The pawnbroker in the second case has lost his source of income and also has debt obligations. Meanwhile, the recipient of the pawn does not get the welfare of the hereafter because it eliminates the social element in the realization of the agricultural land pawn.

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