



### ANALYZING PATA'GALA GALUNG (PADDY FIELD PAWNING) THROUGH THE LENS OF ISLAMIC ECONOMICS: A CASE STUDY IN BANGKALALOE VILLAGE, BONTORAMBA DISTRICT, JENEPONTO REGENCY, SOUTH SULAWESI

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**Abstract.** This study examines the practice of *pata'gala galung* (paddy field pawning) in Bangkalaloe Village, Bontoramba District, Jeneponto Regency, South Sulawesi, Indonesia, from the perspective of Islamic economics. It addresses three research questions concerning the operational mechanism of this customary practice, its conformity with the principles of classical *fiqh al-muamalah*, and the sharia-based reconstruction required to address identified legal and ethical deviations. A qualitative case study approach was employed. Data were collected through in-depth interviews, participant observation, and document analysis involving eight purposively selected informants, with source triangulation used to enhance the credibility of the findings. The results reveal that: (1) *pata'gala galung* has been preserved as an intergenerational customary practice based on oral agreements without written documentation or clearly defined contractual periods; (2) the pledgee's unrestricted appropriation of agricultural yields constitutes a form of *riba khafi* and conflicts with the principles of justice, transparency, and mutual benefit emphasized in Islamic commercial law; and (3) reconstructing this practice requires an integrated framework consisting of written contracts, clearly specified pledge periods, sharia-compliant profit-sharing arrangements, strengthened legal awareness among community members, and the establishment of village-based Islamic microfinance institutions as alternative financing mechanisms. This study contributes to the contextual development of *fiqh al-muamalah* by demonstrating how Islamic legal principles can be applied to reform customary agricultural transactions while preserving local traditions. It also offers practical recommendations for policymakers, village governments, religious leaders, and Islamic financial institutions in promoting more equitable and sharia-compliant rural financial practices.

**Keywords:** Customary Law; *Fiqh Al-Muamalah*; Islamic Economics; *Rahn*; *Riba Khafi*

Received : 12-04-2026

Revised : 18-05-2026

Accepted : 22-06-2026

Published : 30-06-2026

<https://doi.org/10.20414/ijhi.v25i1.1198>

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## A. Introduction

Islamic economics rests on a tripartite normative foundation: justice ('adl), public benefit (maslahah), and the protection of every transacting party's rights. Within the domain of muamalah, Islamic law not only governs the mechanisms for transferring wealth but also prescribes moral boundaries that preclude exploitation and injustice in economic dealings (Harahap et al., 2023; Jan et al., 2021; Kato, 2022; Rabbani et al., 2021). Among the financial instruments explicitly recognized in classical *fiqh al-muamalah* is *rahn*—a pledge or pawning contract that transfers possession of an asset to a creditor as collateral for a debt while ownership remains with the debtor. The permissibility of *rahn* in Islamic law is firmly established through Qur'anic evidence, authentic hadith, and the scholarly consensus (*ijma'*) of classical jurists, making it one of the most widely practiced *tabarru'* contracts in Muslim societies (Rois et al., 2017).

In Indonesia, pawning has gone well beyond formal institutions such as the state-owned Perum Pegadaian to become deeply embedded in the customary economic life of rural communities, functioning under multiple local nomenclatures. Across South Sulawesi alone, the practice is identified as *sanra* in Bone (Jusmiati et al., 2017), *pasanra* in Sinjai (Baharuddin, 2021), *mappasanrra* in Bulukumba (Nurwahida, 2021), and *pata'gala galung* in Jeneponto. This lexical diversity reflects the extent to which land pawning has been institutionalized within the agricultural economic structures of peasant communities across the region, evolving as an adaptive mechanism for rural financial inclusion in contexts underserved by formal banking (Gyapong, 2020; Narotzky, 2016; Ndi, 2017; Z. Nurdin & Tegnan, 2019; Oliveira et al., 2020).

*Pata'gala galung* is a paddy field pawning system practiced in Bangkalaloe Village, Bontoramba District, Jeneponto Regency. Under this arrangement, the landowner (*rahin*) transfers cultivation rights over a paddy field to the pledgee (*murtahin*) as collateral for a cash loan, without establishing a definitive repayment period or producing any written documentation. The *murtahin* cultivates the land and appropriates the entirety of its agricultural yields throughout the pawning period until the *rahin* repays the principal in full. This arrangement creates major economic asymmetry: the *rahin*, who typically belong to a lower-income stratum, is denied access to the community's most critical productive asset for an indeterminate, legally unregulated period.

The Sharia-legal problematic inherent in this practice centers on two fundamental issues (Z. Nurdin & Tegnan, 2019). First, the pledgee's unconditional appropriation of the pawned asset's yields exceeds the boundaries sanctioned by classical Islamic jurisprudence; the majority of classical scholars (*jumhur*) explicitly prohibit the *murtahin* from deriving disproportionate benefit from the collateral (*marhun*), classifying such benefit as a covert form of usury (*riba khafi*). Second, the absence of a defined time limit and written contract generates legal uncertainty (*gharar*) that is incompatible with the transparency principle governing Islamic contractual law. Collectively, these deficiencies render *pata'gala galung* susceptible to concealed usury, even while it is perceived by community members as a socially legitimate local norm.

A growing body of scholarship has examined customary agricultural pawning practices in Indonesia from the perspective of Islamic economics and *fiqh al-rahn*. Previous studies have investigated *sanra* in Bone Regency (Jusmiati et al., 2017), *pasanra* in Sinjai Regency (Baharuddin, 2021), *mappasanrra* in Bulukumba Regency (Nurwahida, 2021), agricultural land pawning in Bengkulu (N. Hidayat, 2019), and customary agricultural land pawning in Minangkabau, West Sumatra (Z. Nurdin & Tegnan, 2019). These studies consistently identify recurring issues, including oral agreements, undefined

contractual periods, and the pledgee's unrestricted appropriation of benefits from pledged agricultural land, all of which raise concerns regarding *gharar*, *riba*, and compliance with the principles of *fiqh al-rahn*. However, existing studies have primarily focused on assessing the legal validity of customary pawning practices, while limited attention has been given to developing an integrated reconstruction framework that combines empirical field evidence, normative *fiqh al-muamalah* analysis, and practical institutional solutions. This study addresses that gap by examining the practice of *pata'gala galung* in Bangkalaloe Village through a qualitative case study approach and proposing a comprehensive sharia-based reconstruction grounded in the principles of *fiqh al-muamalah* and *maqasid al-shariah*.

Drawing on this background, the study addresses three principal research questions: (1) How is *pata'gala galung* practiced in Bangkalaloe Village? (2) To what extent does this practice conform to the principles of *rahn* in Islamic economics? and (3) What multidimensional reconstruction strategies are required to align *pata'gala galung* with the principles of *fiqh al-muamalah* and *maqasid al-shariah*?

## B. Method

This study employed a qualitative case study approach to examine the practice of *pata'gala galung* in Bangkalaloe Village, Bontoramba District, Jeneponto Regency, South Sulawesi, Indonesia. A qualitative case study was considered appropriate because the research sought to obtain an in-depth understanding of a customary agricultural pawning practice within its real-life social, cultural, and legal context while evaluating its conformity with the principles of *fiqh al-muamalah*. This approach enabled the integration of empirical field evidence with normative Islamic legal analysis, thereby providing a comprehensive understanding of the practice and its implications.

The research was conducted in Bangkalaloe Village, Bontoramba District, Jeneponto Regency, South Sulawesi, Indonesia. The study site was selected purposively because *pata'gala galung* remains widely practiced as an informal agricultural financing mechanism, while agriculture constitutes the primary source of livelihood for the local community. These characteristics make the village an appropriate setting for examining the implementation of customary pawning practices and their conformity with Islamic economic principles.

Participants were selected through purposive sampling based on their direct knowledge of and involvement in *pata'gala galung* transactions. The study involved eight purposively selected informants, comprising three pledgors (*rahin*), three pledgees (*murtahin*), one Islamic scholar, and one village official. This composition ensured representation of the principal stakeholders involved in the practice and facilitated source triangulation to enhance the credibility of the findings.

Data were collected through in-depth interviews, participant observation, and document analysis. In-depth interviews served as the primary data collection method to explore participants' experiences, perceptions, and practices regarding *pata'gala galung*. Participant observation was conducted to obtain contextual understanding of the implementation of customary agricultural pawning within the community, while documentary analysis was used to corroborate interview findings through relevant village records and supporting documents. Source triangulation was employed throughout the research process to strengthen the credibility and trustworthiness of the findings (Siyoto & Sodik, 2015).

Data were analysed using thematic qualitative analysis involving data reduction, data organization, data interpretation, and conclusion drawing to identify recurring patterns relevant to the research objectives (Siyoto & Sodik, 2015). The identified themes were subsequently interpreted through the principles of classical *fiqh al-muamalah*, particularly the doctrines governing *rahn*, *gharar*, *riba*, and *maqasid al-shariah*. This analytical strategy enabled the integration of empirical findings with normative Islamic legal evaluation and provided the basis for formulating a sharia-based reconstruction framework for *pata'gala galung*.

## C. Result and Discussion

### The Functional Mechanics of Pata'gala Galung

Field data reveal that *pata'gala galung* is implemented through four sequential stages that have remained largely unchanged across generations. The first stage is initiation, in which the *rahin* approaches a trusted acquaintance willing to serve as *murtahin*, presenting a paddy field as collateral for an immediate cash loan. The preference for this informal mechanism over formal banking is driven primarily by the speed of disbursement and the avoidance of interest rates. As Rahmatia (50 years old), who began pawning her field in 2015, articulated:

“I did not want to borrow from the bank because of the high interest rates and lengthy process. I chose to pawn my paddy field so I could get money immediately. (Interview: Rahmatia Y., 30 June 2025)”

Similar motivations were expressed by Abd. Rahman and Kalida, both of whom resorted to pawning to finance their children's education. These accounts confirm that *pata'gala galung* functions as a last-resort liquidity mechanism for farming households whose financial needs fall below the collateral thresholds and processing capacities of formal banking institutions.

The second stage is negotiation and the formation of an oral contract. Agreement is reached verbally, customarily in the presence of a community elder or hamlet head, who serves as an informal witness. The *murtahin* estimates land value based on area and productivity, and a loan amount is mutually agreed upon. Irfan (35 years old), who regularly serves as *murtahin*, described the process:

“Usually, the person in need comes to offer their paddy field. We discuss the amount needed and the land's value, then agree on how much money I will lend and for how long I may cultivate the field. (Interview: Irfan, 30 June 2025)”

The collateral instrument is the land certificate, and the verbally agreed pledge period spans 1 to 3 years. In practice, however, this notional limit is routinely exceeded when the *rahin* is unable to redeem the land on schedule. Zainuddin (63 years old), an experienced *murtahin*, noted:

“If it goes on too long, sometimes the owner ends up transferring the land entirely, or we agree on a new contract. (Interview: Zainuddin, 30 June 2025)”

The third stage is asset management. Throughout the pledge period, the *murtahin* exercises full cultivation rights over the pawned field and retains the entirety of agricultural yields. No portion of the harvest is remitted to the *rahin*, nor is any harvest value deducted from the principal debt. Consequently, the longer the pledge endures and the more productive the field, the greater the surplus value extracted by the *murtahin* in excess of the first loan amount.

The fourth stage is settlement. The pledge is extinguished upon the *rahin*'s full repayment of the loan principal. In the absence of repayment capacity, the land may be

informally transferred to the murtahin, or the pledge is perpetuated under a new verbal agreement without a revised time limit effectively creating an indefinite dispossession cycle. Rahmatia described the material harm experienced upon land redemption:

“When the field was returned, it was in poor condition and neglected; the harvest yield had declined considerably. (Interview: Rahmatia Y., 30 June 2025)”

Village official Hamzah Mahazani confirmed that the village administration lacks a specific regulatory framework for paddy field pawning. The village participates informally as mediator and witness but possesses no formal capacity to evaluate the Sharia compliance of individual transactions. He expressed hope that the village-owned enterprise (BUMDes) could be developed into a community microfinance institution:

“BUMDes is hoped to assist the community’s economy so they do not always have to rely on paddy field pawning. (Interview: Hamzah Mahazani, 2 July 2025)”

### **Evaluation of Pata’gala Galung Against the Classical Rahn Framework**

A systematic evaluation of pata’gala galung against the classical rahn framework indicates a practice that formally satisfies the surface requirements of rahn while exhibiting material differences in its operative conditions. The presence of a pledgor (rahin) and pledgee (murtahin) with full legal competence, a productive paddy field as the marhun, and an orally expressed offer and acceptance (sighat) witnessed by a community elder collectively satisfy the four pillars stipulated by the majority of classical jurists, and are consistent with the Quranic sanction of collateral-based transactions in Chapter al-Baqarah (2:283).

However, a deeper normative evaluation reveals three important issues concerning the implementation of *rahn* in the practice of *pata’gala galung*. First, although classical *fiqh* generally recognizes the validity of *rahn* without requiring a separately stipulated pledge period, the absence of a clearly defined redemption period in this practice has resulted in the indefinite dispossession of the *rahin*'s agricultural land and prolonged uncertainty regarding the termination of the contract. Classical jurists regard the validity of *rahn* as primarily linked to the underlying debt rather than to an independently specified term. Nevertheless, establishing a clearly defined pledge period serves as an important contractual safeguard to protect the rights of the *rahin*, prevent prolonged exploitation, and promote legal certainty in accordance with the objectives of *maqasid al-shariah* (Ghazaly et al., 2010). Second, reliance on oral agreements creates gharar (legal uncertainty), which is incompatible with the transparency principle governing Islamic contracts (Sahroni & Hasanuddin, 2016). Third, the absence of periodic evaluation mechanisms for the condition of the marhun exposes the rahin to material harm, as evidenced by Rahmatia’s experience of receiving a deteriorated field at redemption.

These structural deficiencies closely resemble those reported in previous studies of customary agricultural pawning in Indonesia. Jusmiati (2017), in examining the *sanra* practice in Bone Regency, found that transactions were predominantly based on oral agreements with undefined redemption periods, thereby failing to satisfy the transparency and legal certainty required under Islamic economic principles. Similarly, Hidayat (2019) and Baharuddin (2021) documented comparable patterns in Bengkulu and Sinjai, respectively, demonstrating that non-compliance with the principles of *fiqh al-rahn* constitutes a recurring characteristic of customary agricultural pawning practices rather than a phenomenon unique to Bangkalaloe Village. While these studies successfully identified the legal shortcomings of such practices, they primarily focused on normative assessment. Building on this body of scholarship, the present study extends the existing

literature by providing an in-depth empirical analysis of the *pata'gala galung* tradition in Bangkalaloe Village and proposing a comprehensive sharia-based reconstruction framework that integrates written contractual arrangements, clearly defined redemption periods as an institutional safeguard, equitable profit-sharing mechanisms, strengthened legal awareness, and village-based Islamic microfinance institutions.

### **The Dimension of Riba Khafi in Pata'gala Galung**

The most jurisprudentially problematic feature of *pata'gala galung* is the *murtahin's* unrestricted appropriation of paddy yields without any profit-sharing arrangement or commensurate reduction of the principal debt. (Suhendi, 2017) identifies this as the precise scenario in which a *rahn* contract acquires the character of *riba*: when the pledgee derives benefit from the pledged asset that is disproportionate to any legitimate maintenance cost incurred. This concern is encapsulated in the widely cited juristic maxim, *kullu qardhin jarra manfa'atan fa-huwa riba'* every loan that generates a supplementary benefit for the creditor is usury' which underpins the prohibition across all four classical Sunni schools.

The four major Sunni schools of jurisprudence generally agree that the *murtahin* is not entitled to derive benefit (*manfa'ah*) from the *marhun* unless such benefit is justified under specific circumstances recognized by Islamic law. The Hanafi, Maliki, and Shafi'i schools maintain that any benefit obtained from the pledged property without the owner's permission or without a valid legal basis is impermissible because it may constitute an unlawful advantage arising from the debt relationship. The Hanbali school recognizes a limited exception based on the Prophetic tradition permitting the use of a pledged riding animal or dairy livestock, provided that the benefit is strictly proportional to the actual maintenance expenses incurred by the pledgee and does not generate additional profit. Accordingly, the utilization of agricultural yields by the *murtahin* in the *pata'gala galung* practice cannot be justified under this exception because the pledged paddy fields require no comparable maintenance expenditure by the pledgee and the benefits substantially exceed any legitimate costs incurred (Al-Sarakhsi, 1989; Al-Nawawi, n.d.; Ibn Qudamah, 1997; Al-Jaziri, 2003; Ghazaly et al., 2010). The scale of benefit appropriated in Bangkalaloe comprising the entirety of paddy yields across multiple seasons dramatically exceeds the threshold permissible under any recognized juristic school.

The compounding effect of the indeterminate pledge duration increases this injustice. With each successive harvest cycle, the *murtahin* accumulates returns that grow geometrically relative to the original principal, while the *rahn's* debt remains static and unreduced. This dynamic generates a functional similarity to an interest-bearing loan structure, even though neither party may consciously intend it as such. It is precisely this latent, structurally embedded usury that warrants classification as *riba khafi* (concealed usury) a form that classical scholars specifically warned against in transactions that appear benign on the surface yet generate inequitable outcomes over time. Baharuddin's (2021) observation that *pasanra* without temporal limits constitutes *riba* through the cumulative appropriation of full harvest yields directly parallels the present findings. The local Islamic scholar Drs. Abd. Rajab corroborated this assessment:

"Some aspects are not yet in compliance, because the pledgee often controls the paddy field yields without any profit-sharing or clear time limit. In Islam, this may fall into the category of taking prohibited benefit from pledged assets. (Interview: Abd. Rajab, 2 July 2025)"

He attributed the persistence of this non-compliance to a deficit in the community's literacy of Islamic contractual law: participants participate in pata'gala galung as a customary tradition rather than as a contract with discernible sharia dimensions and obligations, a finding that stresses the structural nature of the problem.

### **A Multi-Dimensional Reconstruction Framework Founded in Maqasid al-Shariah**

Reconstructing pata'gala galung along lines consistent with Islamic guidelines requires a framework anchored in maqasid al-shariah—specifically the objectives of protecting wealth (hifz al-mal) and maintaining justice ('adl) in all economic transactions. The following four-pronged strategy is proposed based on an integrated analysis of field findings and jurisprudential principles.

The first pillar of reconstruction is the formalization of written contracts. The Quranic injunction in Chapter al-Baqarah (2:282) to document deferred financial transactions serves as the primary normative basis for this recommendation. A standardized written agreement specifying the identities of both parties, the description and current valuation of the pledged land, the loan amount, the redemption deadline, the yield arrangement during the pledge period, and a dispute resolution clause would appropriately address the gharar inherent in the current oral-only practice. The village administration is ideally positioned to serve as the institutional facilitator of this formalization, building on the mediating role it already performs informally.

The second pillar is the establishment of a definitive pledge period. Adopting Al-Jaziri's condition that the usufruct of a pledged asset is only lawfully enjoyed when its duration is expressly specified, every pata'gala galung contract should include a fixed redemption deadline. A reasonable benchmark of one to three years—corresponding to one or two full agricultural cycles—would provide adequate security for the *murtahin* while protecting the *rahin* from indefinite dispossession. A transparent renegotiation mechanism should be available when the pledgor requires additional time but cannot secure the full principal, guaranteeing that all material terms are explicitly and consensually revised.

The third pillar of the proposed reconstruction is the establishment of an equitable yield-sharing mechanism. Rather than allowing the *murtahin* to appropriate the entire agricultural output without limitation, the parties should adopt either a *muzara'ah* or an *ijarah* arrangement through a written agreement executed independently of the *rahn* contract. Under the *muzara'ah* model, the pledged land remains under the ownership of the *rahin*, while agricultural production is managed under a mutually agreed profit-sharing arrangement. The harvest ratio should be determined transparently according to each party's contribution to cultivation, labour, farming inputs, and production risks—for example, 50:50 or another proportion agreed upon voluntarily by both parties. Importantly, the profit-sharing arrangement does not constitute repayment of the principal debt; rather, it represents the lawful return generated by the separate *muzara'ah* contract, while the principal loan remains repayable according to the agreed schedule.

Alternatively, the parties may adopt an *ijarah* model, whereby the *murtahin* leases the agricultural land under a separate rental agreement. The rental value should be determined according to the prevailing market rate for comparable agricultural land within the locality and specified explicitly in the written contract. The agreed rental payments may be credited periodically toward reducing the outstanding principal debt, provided that this mechanism is clearly stipulated in advance. At the expiry of the agreed

lease period, the land must be returned to the *rahin*. If the principal debt has not been fully repaid, the parties may negotiate a new lease agreement or another lawful repayment arrangement without extending the *rahn* indefinitely or permitting the continued unrestricted appropriation of agricultural yields by the *murtahin*.

For example, if the principal loan amounts to IDR 20,000,000 and the annual net agricultural yield is valued at IDR 10,000,000, a *muzara'ah* agreement with a 50:50 sharing ratio would allocate IDR 5,000,000 to each party based on their agreed contributions, while the IDR 20,000,000 principal remains a separate debt to be repaid according to the contract. Under an *ijarah* arrangement, if the fair annual rental value of the land is IDR 4,000,000, that amount may be credited directly toward the outstanding principal, reducing the remaining debt to IDR 16,000,000 after one year. These mechanisms ensure that any economic benefit received by the *murtahin* arises from a legitimate commercial contract rather than from the debt itself, thereby eliminating the *riba* element while preserving legal certainty, fairness, and compliance with the principles of *fiqh al-muamalah*.

The fourth pillar is the strengthening of Sharia financial literacy and institutional infrastructure. The persistence of non-compliant practices in Bangkalaloe ultimately shows a structural deficit in the community's knowledge of Islamic contractual obligations. As both Abd. Rajab and Hamzah Mahazani confirmed that participants in pata'gala galung do so as an inherited custom rather than as a consciously structured Islamic contract. Sustained educational intervention, delivered through community religious gatherings (*pengajian*), school curricula, and village-level programs, is essential to shift this orientation. Simultaneously, the development of sharia-compliant BUMDes or village cooperatives (*koperasi syariah*) would provide a viable institutional alternative, ensuring that households in acute financial need can access emergency liquidity by mechanisms that are not only financially accessible but also equitable, transparent, and legally valid. (Baharuddin, 2021) evidence that proactive village institutions can successfully promote sharia-compliant muamalah practices lends empirical support to this institutional recommendation.

#### D. Conclusion

This study has generated three principal conclusions. First, the practice of pata'gala galung in Bangkalaloe Village remains embedded in an oral-contract customary tradition, lacking both written documentation and definitive time limits. Although the practice formally satisfies the four pillars of the *Rahn* contract, the absence of legal formality plus adequate protection for the *rahin* creates significant vulnerability for the pledging party, whose primary productive asset is exposed to indefinite dispossession without recourse to formal legal mechanisms.

Second, from the standpoint of Islamic economics, the *murtahin's* unconditional appropriation of paddy yields without any profit-sharing arrangement or principal reduction constitutes an appropriation of *marhun* benefit that exceeds the boundaries recognized by the majority of classical jurists across all four Sunni schools. This structural feature embeds a form of concealed usury (*riba khafi*) that violates the basic principle of distributive justice in Islamic contractual law. The community's limited literacy in *fiqh al-muamalah* allows this variation to become normalized as customary practice, sustaining a cycle of economic inequity that disproportionately burdens the *rahin*.

Third, the reconstruction of pata'gala galung toward compliance with *maqasid al-shariah* requires a multi-dimensional strategy: the formalization of written contracts, the

establishment of definitive pledge periods, the adoption of equitable yield arrangements grounded in muzara'ah or ijarah principles, and the concurrent development of sharia-compliant village-based microfinance infrastructure. This reconstruction framework is simultaneously normatively grounded in classical jurisprudence and pragmatically responsive to the socio-economic realities of agricultural communities, supplying a replicable pathway to preserve emergency financial access without sacrificing the imperatives of justice, transparency, and freedom from usury.

Future research should explore the feasibility of implementing sharia-compliant village-based microfinance institutions as alternative mechanisms for agricultural household financing, and carefully examine the effectiveness of community-level sharia financial literacy programs in changing customary pawning practices toward greater compliance with sharia jurisprudence

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