

The Practice of Pawning Rice Fields in Palembang: Social Impacts and an Islamic Legal Perspective

Adek Indra Wiguna¹, Ali Makruf¹

¹Universitas Muhammadiyah Jakarta, Indonesia

✉ adekindrawiguna03@gmail.com*

Article Information:

Received April 15, 2025

Revised May 28, 2025

Accepted June 19, 2025

Keywords: *Pang pawn, social impact, religious figures, community figures, Islamic law*

Abstract

The implementation of pawning in the Minangkabau traditional tradition is a loan agreement by providing collateral to the borrower, as long as the debt has not been paid, the collateral will remain in the hands of the borrower and the benefits will also be taken, before Islam came, this pawning tradition had been carried out from generation to generation and became a custom for the indigenous people of Minangkabau. This study aims to describe the practice of pawning rice fields, to explain social relations, and to clarify the legal status of pawning rice fields in Palembang District. The research method used in this study is a qualitative method. In qualitative research, the researcher is involved in the situation and setting the phenomenon being studied. Researchers will always focus their attention on the reality or events in the context being studied. This research aims to explain the practice of pawning, social impact and Islamic law review. This research employed a descriptive method with an analytical approach, analyzed qualitatively. Data were collected through fieldwork, interviews with community and religious leaders, and literature review. The analysis revealed that the practice of pawning rice fields among the Palembang community does not comply with Islamic law. These findings can serve as baseline data for future researchers examining the problem in different contexts and on different issues.

INTRODUCTION

The Minangkabau people generally adhere to a collective system in their business activities, especially in the production sector, which is vital in the agrarian economy. In an agrarian economy, land is also vital. Therefore, the legal owner of land is the customary (group) community, in this case, the clan. For the Minangkabau indigenous people, land is wealth that must always be maintained by the clan. Land is a symbol of their dignity. Clans or individuals without land are considered destitute. Therefore, a clan's ownership of a plot of land is a recognition of the clan's or group's existence in the country where they reside. Because if a clan does not own land, they are considered a clan of the landless. "pigs" (attached) to the upper class of people who will have land in the village or even be considered as a class whose origins will be unclear (Navis, 1986).

How to cite:

Wiguna, A. I., Makruf, A. (2025). The Practice of Pawning Rice Fields in Palembang: Social Impacts and an Islamic Legal Perspective. *ElRusyd*, 10(1), 1-10.

E-ISSN:

2580-0256

Published by:

The Institute for Research and Community Service

Fulfilling life's needs must be done in a way that is beneficial. The values of the benefits possessed and needed tend to be relative, so that the means to realize them will differ from person to person. Therefore, the ability to...*cover* needs appropriately, either with one's own abilities or through the help of others. This is a manifestation of muamalah *māliyah* which can be done by every individual, both personally and communally (Khabib Basori, 2007). In Islam, the transaction of providing collateral when entering into a debt agreement is known as *rahn*. *Rahn* means using an item or property as collateral for a debt that can be used to repay the debt if the debtor is unable to repay (Fikr.2022)

According to Husain (2003) Pawn is one of the categories of debt-receivable agreements. This kind of practice existed in the time of the Prophet SAW. And the Prophet himself once did. Pawn has a very high social value and is done voluntarily on the basis of helping each other. In its implementation, the mortgagee has the right to control the thing pledged to him as long as the debtor's debt has not been paid, but he does not have the right to use the thing. Further, he has the right to sell the mortgage, if the debtor cannot pay his debt. If the proceeds of the sale of the mortgage are greater than the debt to be paid, then the excess must be returned to the mortgagor. But if the proceeds are not sufficient to pay the debt, then the person who gave the loan still has the right to collect the outstanding debt. Pawn sales must be done in public. That is, in the sale of the collateral goods, they are not sold secretly and they must both know (the pledgor and the receiver of the pledge) related to the process until the sale of the collateral goods.

According to Mokhtar Naim, in his book entitled "Menggali Hukum Tanah dan Hukum Hiras di Minangkabau," Pagang Gadai tanah (land pawning) is an institution that emerged from the realization of social life. It contains legal value and will remain in the lives of the people who use it. In Minangkabau, in its customary law system, the Pagang Gadai sawah and Pagang Gadai kebun (garden pawning) have long been known, because selling off the land in inheritance and the matrilineal system is prohibited, because land is one of the identities of a native Minang person. (Mokhtar Naim, 1968) In the practice of pawning, one of the triggers and the occurrence of pawning practices in the area is due to economic needs, so that the majority of people who pawn land are from low economic status (categorized as poor) while those who receive pawns are generally from the wealthy. In this practice, the wealthy take advantage of the economic pressures of the poor, so that the poor may be forced to give up their collateral, in the form of rice fields, to be managed by the wealthy person who accepts the pawn.

Of course, this is not a mutually beneficial transaction, even though the practice of pawning is a transaction whose main purpose is to help each other, pawning should be used as a form of transaction so that mutual help and assistance can occur and can be used as a means to improve their social relations, especially the relationship between the rich and the poor, not be used as a transaction or contract. *profit* to seek profit.

Therefore, more concrete research is needed, especially regarding the practice of pawning in the area, because the practice of pawning that occurs is not an ideal practice, especially when linked to the Islamic perspective, while the people who live and practice pawning are predominantly Muslim. This problem is the background to the research that will be conducted in the area, because such practices occur in an environment where the majority of the community is Muslim, so the Islamic perspective will provide an answer to the practice that occurs. Is it correct, the implementation of pawning carried out by the community in Nagari Tigo Koto Silungkang, Palembang District according to Islamic law? Because in this case, they have limited information about pawning or *rahn*, which they should understand.

METHODS

This research uses a qualitative method. Qualitative research is research that emphasizes understanding problems in social life based on real conditions or natural setting. Holistic, complex, and detailed. Qualitative research, in its data analysis, does not use statistical analysis, but rather uses narrative analysis. In qualitative research, the type of research used is case studies, whether individual, group, or organizational. The characteristics of qualitative research problems are gaps, namely everything to be sought from the research object whose reasons and causes are unknown, thus requiring more in-depth research.

RESULT AND DISCUSSION

The Concept of Pawning from an Islamic Legal Perspective

In classical jurisprudence, pawning is known as *rahn*. Say stay itself in the linguistic sense means to pawn, which means guarantee. While etymologically, *rahn* means permanent or lasting. *Rahn* can also be interpreted as (*al stubut, al habs*) which means determination or retention. In muamalah jurisprudence, pawning is commonly referred to as *Rahn*, which is linguistically translated as *ats-Tsubut wa ad-Dawam*, meaning permanent and eternal. *Rahn* is also linguistically equated with *al-habsu* and *al-Luzuum*, which mean retention. (Ariyadi et al, 2020) In terms of what is explained by al-Qurthubi, *Rahn* is an item that is held by the party who gives the debt as a form of guarantee from the person who owes the debt until the debtor pays the money (According to Ibn Qudamah, *Rahn* is an asset that is used as collateral for a debt so that the creditor can sell the item if the debtor is unable to pay the debt. (Calvin Alif Junitama, et al. 2022)

According to the term, pawn or *rahn* means to use an item as collateral for a debt and this word is used to refer to items that are pawned. In the Indonesian dictionary, pawn or *rahn* is borrowing money for a certain period of time by handing over goods as collateral for the debt. If the time limit is reached and the goods are not redeemed, the goods become the property of the lender. According to Sayyid Sabiq *rahn* is to make an item that has property value according to syar'a with a debt guarantee, so that the person concerned can take the debt or take part of the benefits of the item. Sayyid Sabiq, 1998)

First Hanafiyah scholars define pawning as: using goods as collateral for receivables which can be used to pay the receivables, either in whole or in part. (Ibn Abidin, tt) *Second* According to Malikiyah scholars, a pawn is: the owner's property used as collateral for a binding debt. According to them, collateral can be not only material goods but also goods of a certain benefit. The collateral does not have to be handed over in cash, but can also be handed over according to legal regulations. For example, if a plot of vacant land is used as collateral, then the land title certificate is used as collateral. *Third* According to Shafi'iyah and Hanabilah scholars, pawning is defined as: using the owner's property as collateral for a debt if the debtor cannot repay the debt. The definition of pawning put forward by Shafi'iyah scholars provides the understanding that only material goods can be used as collateral for a debt, not including benefits as stated by Malikiyah scholars, even though according to Shafi'iyah and Hanabilah scholars, these benefits are included in the definition of wealth. (Khatib al-Syarbaini, 1978)

From the definitions put forward by the scholars of this school, it can be stated that among the scholars there is no fundamental difference in defining pawning (*rahn*). From the definition put forward, the essence can be taken that pawning (*rahn*) is to use an item as collateral for a debt, with the provision that if there are difficulties in paying, the debt can be paid from the proceeds from the sale of the item used as collateral.

Every buying and selling transaction has its own set of conditions and requirements, and pawning is no different. The basic conditions of pawning are: the presence of a shighat/lafazh (contract sentence), the presence of a pawnbroker (rahin) and a pawnbroker (murtahin), the presence of the pawned item (mahun), and the existence of a debt (marhunbihi). (Sulaiman Rasjid, 2020). The basic principles of pawning are the Word of Allah in Surah Al-Baqarah verse 283: If some of you trust others, let him who is trusted discharge his trust and let him flee to God. And do not conceal testimony. And whoever conceals it, it is a sin for him. And Allah is Knowing of what you do.

It means: "And if you are on a journey and you do not find a writer, then there should be something held as collateral. But, if some of you trust some others, let the trusted person fulfill his mandate (debt) and let him fear Allah, his Lord. And do not hide testimony, because whoever hides it, his heart is dirty (sinful). Allah knows best what you do (Ministry of Religion RI, 2013) From the verse above it can be concluded that the debtor is the party who holds the trust in the form of debt while the debtor is the party who holds the trust which is collateral. So both must fulfill their respective mandates as a sign of piety to Allah SWT. Based on the Jurisprudence of the Supreme Court says: when in the case of pawning it has reached 7 years, then the pawned item becomes the property of the pawnee. While according to the scholars also opined that all the expenses and payment of matters related to the pledged goods are borne by the pawnbroker (rahin), because the pawned goods are only a guarantee for the pawnee and do not transfer ownership. The pawnee (murtahin) cannot take advantage of the pawned goods, be it in the form of using, boarding, planting, wearing, occupying, etc., because the goods are not fully his property even if the pawner (rahin) gives permission. (Lina Nur Oktavia, email address 2024)

In several hadiths it is stated that:

"The Prophet himself once ate wheat from pawning his clothes, even though the wheat came from the Jews. On the authority of Aisha, may God be pleased with her, who said: The Messenger of God, may God bless him and grant him peace, died while his armor was mortgaged to a Jew for thirty sa' of barley. From 'Aishah ra, said; When the Messenger of God, may God bless him and grant him peace, died, his battle shirt was still pawned to a Jew for thirty sha' of wheat". (HR. Bukhri and Muslim). The hadith above mentions that the Prophet Muhammad (peace be upon him) once made a sale and purchase transaction with a Jew by handing over a piece of armor as collateral for a debt that would be repaid in the future. (Al-Bukhari, *Sahih Bukhari*, 1997)

Based on the two legal bases above, namely from the Qur'an and Hadith. So the law of pawning (rahn) is allowed, because there are many benefits contained in it, namely as a means of helping each other. In the validity of a pledge, there are principles and conditions that must be met. However, in that regard, it caused differences of opinion from some circles of fiqh scholars. According to the majority of scholars, there are 4 pillars of pledge, namely shighat (pronounced ijab and kabul), the person who makes the agreement (ar-rahin and al-murtahin), the pledged item (al-marhun), and the debt (al-marhun bih). The second opinion comes from Hanafiyah scholars, according to whom there are only 2 pillars of pledge, namely ijab (a statement of handing over goods as security by the owner of the goods) and acceptance (a statement of willingness to give a loan and accept the security). In addition, in order for the pledge agreement to be complete and binding, according to them there must be al-qabdh (possession of goods) by the lender. So, the pillars of rahn consist of: 1) rahin, that is, the person who hands over the goods; 2) murtahin, ie receiver of goods; 3) marhun/rahn, that is the pledged item; 4) marhun bih, that is debt; 5) shighat or acceptance. (Ariyadi, 2020)

Pawning in the View of the Compilation of Sharia Economic Law (KHES)

The Compilation of Syariah Economic Law (KHES) which is based on Perma No. 02 of 2008 is used as a guideline in solving sharia economic matters, article 20 paragraph (14) defines pawning as the possession of the borrower's property by the lender as security. (Supreme Court of RI, 2011) Pawning is one of the categories of the debt-debt agreement for a trust from the debtor, so the debtor pledges his goods as security for his debt. The collateral remains the property of the person who pledges (the debtor) but is controlled by the receiver of the pledge (the debtor). This practice has existed since the time of Rasulullah SAW., and Rasulullah himself used to do it. Pawn has a high social value and is done voluntarily on the basis of helping each other. (Calvin Alief Junitama et al, 2022)

In the implementation of the mortgage, there are three pillars in it, among others as follows: 1. Murtahin (who receives the pledge), namely a person, bank or institution trusted by the rahin to obtain capital with collateral goods. A pawn will be declared perfect if the marhun has been accepted by the murtahin. (Article 375 of the Compilation of Sharia Economic Law.) 2. Rahin (the pawner) A rahin must be of sound mind and be an adult, trustworthy and have the goods to be pawned. A person is deemed to have the capacity to carry out legal acts in the event that he has reached the age of at least 18 (eighteen) years or has been married. A person who is incapable of carrying out legal acts has the right to receive guardianship. (Article 2 point 1 and Article 4 of the Compilation of Sharia Economic Law) 3. Marhun (property or objects) related to marhun there are several provisions: a. The property or object must be valuable and can be handed over. b. The property or object must exist when the contract is made. c. Everything included in the marhun is also pawned. d. Marhun can be replaced with another marhun based on the agreement of both parties. e. Marhun bih/debt guaranteed by marhun can be legally added with the same marhun guarantee. f. Any addition to the marhun is part of the original marhun. (Article 376–380 of the Compilation of Sharia Economic Law.)

Pawnbroking in the Perspective of Minangkabau Customs

The term pawn in the view of the Minangkabau people is called *manggadai*, in Javanese it is called "*adolescent*" in Sundanese it is called "*gajualakadgade*", in Batak people it is called "*dondon or sindor*". These terms were previously translated by the Dutch as: *sold with consideration of repurchase*" (selling with the condition to buy back), this term arose due to a misunderstanding of the term sell in the word pawn sale according to customary law. The word sell according to customary law means to hand over (*to transfer*) so it is not identical to the word *verkoop* in Dutch. In the word *verkoop*, the meaning of the transfer of ownership is touched upon. On the other hand, the term *verkoop* seems as if the first party is bound by a certain period of time, which means that when the period has passed, the second party becomes the owner of the land in question, whereas in the pawn sale institution this is not the case. Then under the influence of C. Van Vollenhoven, the term was translated into the term *land mortgage* (land mortgage). (Hasneni, 2015)

Pawning, which is actually prohibited in Minangkabau, is sometimes permitted, especially for social purposes. However, this pawning, according to tradition, has certain conditions stipulated by our ancestors. The purpose is to ensure that our children and nephews' livelihoods in the rice fields and fields are not diminished. This heirloom was created by the ancestors of the Minangkabau people in the past, as the proverb says:

If the fish is stuck in the ampang, the deer is stuck in the forest
I can't stand it anymore, the wooden stairs are broken,
Not raw rice grinded, if taka meh flowers sharpened,

Taka aia talang dipancuang, use property as a wall of shame,

So it is permissible to pawn heirloom property in custom, but after fulfilling the four conditions: "Adat tak berada, rando gadang tak balaki, rumah gadang katirisan, mayit tabujua tangah rumah." (Idrus Hakimi, 2004)

Land mortgaging cannot be done for just any reason. Generally, land mortgaged in Minangkabau is ancestral land. Based on West Sumatra Provincial Regulation Number 6 of 2008 concerning Customary Land and Its Utilization, the status of ancestral property in Minangkabau is divided into: 1. High ancestral property (*high heritage*) is the joint property of a group that has blood ties and is inherited from generation to generation from previous ancestors, high inheritance cannot be bought and sold or pawned. However, in practice, pawning can be done with certain conditions. 2. Low inheritance (*low inheritance*) is all the wealth earned by the father and mother (husband and wife) while they were still married. Most of the wealth they earned during their lifetime was donated to their children, and when their parents died, their children became their heirs. 3. Sako is an inheritance according to the matrilineal system which is not in the form of objects or material but in the form of a traditional title which is inherited only by the male nephew after the mother dies. 4. Customary land rights are rights held by a relative of the indigenous community concerned. Customary land rights are the highest rights in Minangkabau which are held in the hands of the headman, nagari, kaum or federation of several nagari. (Benny Oktavian, 2020)

Pawnbroking Practice in Minangkabau

In customary law communities, both in territorial communities based on lineage "*patrilineal*" or "*matrilineal*" Like Minangkabau, land has a very important position, because land is the only permanent wealth and as a binding force for the people. The close relationship between humans and land is based on a view that is "religious magic". So it will be the right of the customary law community to control, utilize and collect the results from the plants that grow on it, as well as hunt animals that live on it and defend it. This right is based on a customary fatwa which states: (Hasneni, 2015)

"A blade of grass, (a blade of grass)

The one locust, (the one grasshopper)

A piece of land, (a piece of land)

Your leadership, (the chief who owns)"

These four conditions, if examined closely, are very rare because they are also regulated by Minangkabau custom. Such a mortgage must be based on mutual agreement with the nephew or niece concerned, with the condition that the mortgage is only for a period of two years, and must follow customary mortgage procedures. In Minangkabau custom, Minangkabau has long been allowed to do pawning. The nature of this pawning is social functioning, because this pawning can happen to people who have property and lack of money, and vice versa, who holds is the person who has money but does not have (lack of) property. (Idrus Hakimi, 2004)

If we pay attention to the Minangkabau customary law community, then the rights to land will include: 1. Nagari customary rights, namely the rights of the village to land used for public interests or to organize public interests, which are controlled by the village chiefs together such as land for places of worship, traditional halls and so on. 2. Tribal customary rights, namely rights owned and managed by a tribe from generation to generation, which are controlled by the chief in the tribe for the benefit of the tribe and only members of the tribe can use it. 3. High inheritance land rights, namely the rights to land owned by a clan which are the joint property of all members of the clan which are obtained from generation to generation and are always under the authority of the top chief or Datuk as "Mamak Kepala Waris" or

Mamak who holds the inheritance, which is intended for the benefit of the clan. 4. Low inheritance land rights, namely the rights to land obtained by a person or a group of people. *stomach* (stomach) based on grants or owned by a family based on their search, purchase, *taruko* (opening of new land), and other things that have been clearly inherited. 5. Rights to land as search property, namely rights to land that a person obtains by purchase, *taruko*, or based on the results of his own efforts without going through inheritance first. (Hasneni 2015)

Mortgage in Palembang District

Pagang gadai in Minangkabau custom is something that is allowed and this is also a loan agreement by providing collateral to the person who lends money, as long as the debt has not been paid then the pawned item remains in the hands of the person who lent the money or the pawn recipient. In Minangkabau tradition, pawning occurs because of an agreement that is mutually helpful and has a social function. This pawning can occur for people who have assets and lack money, and vice versa, the one who holds it is the person who has money but does not have (lack of assets). (Idrus Hakmimi, 2004). In practice *mortgage fence* that occurred in Palembang District, an agreement was made first *mortgage fence* which is attended by both parties, in the agreement *mortgage fence* the implementing parties *mortgage fence* mentions the period of time in the redemption of the pawned goods and the time. If the mortgagor cannot return the money he borrowed then the mortgage will continue in the following years. In general *mortgage fence* This continues to the heirs of the pawnbroker because the pawnbroker has died while the pawnbroker has not been able to pay the money borrowed to the pawnbroker. (Panserman, 2024)

In practice *mortgage fence* which applies in Palembang District which is used as a pawn object is agricultural land and plantations, when the pawn transaction has been agreed upon by both parties, then the rice fields or gardens are handed over to the murtahin and even the management is fully worked on by the murtahin without sharing or handing over part of the results, this will continue until the debt is paid off by the rahin, even though the pawn carried out has exceeded the specified time limit, in this case the rahin feels difficulty in paying the debt, because the land used as their livelihood has been transferred to the murtahin (pawn recipient) especially if this happens for decades. (Iryan Zuifal, 2024) Based on the statement above, the practice *mortgage fence* what is done by the Palembang community has differences with the provisions of Minangkabau traditional philosophy. Which says "*Customs are based on Islamic law, Islamic law is based on the book of Allah, Islamic law is based on customary law*" which is based on Islamic law. Islam provides guidance for matters related to land, including pawning and debt. Islam is the basis of Minangkabau culture, which prohibits lenders from profiting from loans made against collateral. This profit is considered interest/*riba*. Based on the National Sharia Council Fatwa No. 19/DSN-MUI/IV/2001 concerning *Qardh* (debt), and the National Sharia Council Fatwa No. 25/DSN-MUI/III/2002 concerning *Rahn* (pawn),. (Syukri Iska, et al. 2022)

Social Aspects In Pawn

The pledge proposed by classical Islamic jurists is strictly personal. This means that debts arise only between a person in need and someone with excess wealth. Nowadays, in line with economic development and progress, pledges are not only valid between individuals but also between individuals and financial institutions, such as banks. To obtain credit from a financial institution, the bank also requires collateral that the bank can hold as security for the loan. This collateral, in banking terms, is referred to as collateral. This collateral aligns with the *marhun* (pledged property) applicable in the *rahn* contract discussed by classical scholars. The only difference lies in the debt repayment determined by the bank. Bank loans are usually

repaid in full, along with interest determined by the bank. Therefore, the amount owed by the debtor will be greater than the debt borrowed from the bank. Therefore, according to Mustafa Ahmad az-Zarqa' (a jurist from Amman University, Jordan), the issue of debt (bank interest) applicable to banks that require collateral is related to additional debt. This issue, according to Islamic jurisprudence scholars, is discussed in the issue of usury, namely whether interest as an additional debt in the bank is included in usury or not (usury). (Masyfuk Zuhdi, 1990)

Based on the provisions of the pawn as above, if the pawned goods are in the form of two-wheeled or four-wheeled vehicles or land for example, without the permission of the owner of the goods, both parties are not entitled to use the pawned goods. However, such provisions can be contrary to one of the principles of Islam, including regarding property rights, namely that private property rights are not absolute, but have a social function, because the property is essentially owned by Allah SWT as His word, Say: "To whom belongs the earth, and all that is in it? They will say: To Allah .. " (QS. Al-Mukminin: 84-85). Therefore, it is attempted to be stated in the pawn agreement that if the holder requests permission to use the pawned goods, then the results will be jointly owned (production sharing). This provision is intended to avoid assets not functioning (waste). Therefore, based on the provisions of the pawn law above, Islam does not approve of customs in a society that allow the recipient/pawnholder to plant the pawned land and harvest all the results, because this action means exploitation and is very detrimental to the owner of the pawned goods himself. (Agussalim Nst, 2012)

Therefore, it is necessary to realize that the occurrence of a pawn agreement is due to the existence of debt between the rahin and the murtahin, the murtahin has eased the difficulties experienced by the rahin by providing a sum of loan money needed. By providing the loan, the party in debt has felt helped and out of the difficulties faced thanks to the assistance provided. So that the party providing the loan has realized one of the social aspects of the assets he owns by providing assistance in the form of a loan. Therefore, there is nothing wrong if the party in debt (as well as the owner of the pawned goods) gives sincere permission to the party in debt (who is also the pawn holder) to take advantage of the pawned goods fairly, which can also be categorized as one form of social function of the collateral goods and at the same time as a form of gratitude for the assistance provided.

CONCLUSION

The practice of pawning, which occurs in society, particularly in Palembang District, differs from that stipulated in Islamic law. Minangkabau traditional philosophy states, "custom basandi syara', syara' basandi kitabullah, Syara' mangato adat mamakai", which should be the practicemortgage fence adapted to the provisions of Islam. However, in the usual practice that occurs in Palembang, the pawned goods that are used as collateral are fully controlled by the murthain, even the object of the collateral is fully managed by the murthain and the proceeds are fully enjoyed by the murthain as well. Whereas according to Islamic law, pawning can be done, but the pawned goods are only as security for the pledger's debt. The pawned goods cannot be used and cannot be enjoyed by the murtahin, the pawned goods can be enjoyed on the condition that when there is enough of the rahin's debt, then the pawned goods must be returned.

REFERENCES

- .A.A.Navis, 1984. *Alam Takambang Jadi Guru*. Jakarta: Grafit Press
- Adel, S., Athari, Z., Febriani, A., Oktavia, G. ., & Burhanudin, B. (2025). The Qur'an as a Source of Solutions for the Global Moral Crisis. *Journal of Quranic Teaching and Learning*, 1(2), 18-

33. <https://joqer.intischolar.id/index.php/joqer/article/view/10>
Albi Anggito, dan Johan Setiawan.2018. *Metode Penelitian Kualitatif* .Suka Bumi:CV Jejak
- Al-Bukhari,1997.*Shabih Bukhari*.Beirut:al:Maktabah Ashriyah
- Ariyadi, Norwili,dan Syaikhu. 2020.Fikih Muamalah:Memahami Konsep dan Dialektika Kontemporer.Yogyakarta: K-Media
- Ariyadi, Norwili,dan Syaikhu.Fikih Muamalah:Memahami Konsep dan Dialektika Kontemporer, (Yogyakarta: K-Media, 2020)
- Aryanti, Y., Mutathahirin, M., Rahman, I., & Mulyani, R. (2022). Teacher Analysis Study According to Imam Al Ghazali in the Book of Al Adab Fi Al-Din. *Ablussunnab: Journal of Islamic Education*, 1(2), 46-58. <https://doi.org/10.58485/jie.v1i2.177>
- Benny Oktavian, Melinda Noer, & Jafrinur, 2020.Analisis Bentuk Komunikasi Pada Pagang Gadai
- Calvin Alief Junitama,Elvira Dwi Rahmawati,Murtala Karina. 2022. Rahn (gadai) dalam Perspektif
- Dasrizal, D., Rambe, K. F., Sihombing, C. D., Khalid, E., & Safitri, D. A. (2025). Distortion of Quranic Interpretation on Socialmedia: An Analysis of the Spread of Misleading Meanings. *Journal of Quranic Teaching and Learning*, 1(2), 65-82. <https://joqer.intischolar.id/index.php/joqer/article/view/8>
- Efendi, E., Ramadhani, R., Kamil, R. A., & Rahman, I. (2022). The Effect Of Building The Islamic Character Of Students At Wisma Padang State University. *Jurnal Kepemimpinan dan Pengurusan Sekolah*, 7(3), 271-280. <https://doi.org/10.34125/jkps.v7i3>
- Engkizar, E., Jaafar, A., Alias, M. F. B., Guspita, R., & Albizar, A. (2025). Utilisation of Artificial Intelligence in Quranic Learning: Innovation or Threat?. *Journal of Quranic Teaching and Learning*, 1(2), 1-17. <https://joqer.intischolar.id/index.php/joqer/article/view/7>
- Engkizar, E., Jaafar, A., Masuwd, M. A., Rahman, I., Datres, D., Taufan, M., Akmal, F., Dasrizal, D., Oktavia, G., Yusrial, Y., & Febriani, A. (2025). Challenges and Steps in Living Quran and Hadith Research: An Introduction. *International Journal of Multidisciplinary Research of Higher Education (IJMURHICA)*, 8(3), 426–435. <https://doi.org/10.24036/ijmurhica.v8i3.396>
- Engkizar, E., Jaafar, A., Sianto, D., Ayad, N., Rahman, A., Febriani, A., ... & Rahman, I. (2024). Analysis of Quran Education Problems in Majority Muslim Countries. *International Journal of Islamic Studies Higher Education*, 3(1), 65-80. <https://doi.org/10.24036/insight.v3i1.209>
- Engkizar, E., Jaafar, A., Taufan, M., Rahman, I., Oktavia, G., & Guspita, R. (2023). Quran Teacher: Future Profession or Devotion to the Ummah?. *International Journal of Multidisciplinary Research of Higher Education (IJMURHICA)*, 6(4), 196-210. <https://doi.org/10.24036/ijmurhica.v6i4.321>
- Engkizar, E., Muslim, H., Mulyadi, I., & Putra, Y. A. (2025). Ten Criteria for an Ideal Teacher to Memorize the Quran. *Journal of Theory and Research Memorization Quran*, 1(1), 26-39. <https://joesmiq.intischolar.id/index.php/joesmiq/article/view/54>
- Fikih Muamalah,KHES dan Hukum Perdata Volume 12(01), 43-44
- Hasneni, 2015 .Tradisi Lokal Pagang Gadai Masyarakat Minangkabau dalam Perspektif Hukum
- Ibn Abidin, tt.*Rad al-Mukhtar 'ala al-Dar al-Mukhtar*.Beirut: Dar al- Fikr, t.t), Vol.5
- Idrus Hakimi DT. Rajo Penghulu, 2004.Pokok – Pokok Pengetahuan Adat Alam Minang Kabau, Jakarta: Remaja Rosda Karya
- Imam Ghazali Masykur,Lc,dkk,2013. Al-Qur'an Al-Aziz.Bekasi:Cipta Bagus Segara Islam,*Journal of Islamic& Social Studies*,Vol.1(1),75

- Khabib Basori, 2007. *Muamalat*. Yogyakarta: Pustaka Insan Mandiri
- Khatib al-Syarbaini, 1978. *Mughni al-Muhtaj*. Beirut: Dar al-Fikr
- Lina Nur Oktavia, Wendra Yunaldi, Jasman Nazar. 2024. Praktik Pagang Gadai di Nagari Bukik Batabuah di Tinjau dari Hukum Islam dan Hukum Adat. *Yustisi Jurnal Hukum dan Hukum Islam* 11(1)339,342
- Mahkamah Agung RI, Direktorat Peradilan Agama RI, 2011. *Kompilasi Hukum Ekonomi Syariah*. Perpustakaan Mahkamah Agung RI
- Mochtar Naim. 1968. *Menggali Hukum Tanah dan Hukum Waris Minangkabau*. Padang: Center for Minangkabau Studies Press
- Prof. Dr. Masyfuk Zuhdi, 1990. *Masail Fiqhijah*, Jakarta, PT. Midas Surya Grafindo
- Rahman, I., Iskandar, M. Y., Kustati, M., & Sepriyanti, N. (2024). Sustainable Development: Implementation of The Talqin Method In Memorizing The Quran. *Jurnal Kepemimpinan dan Pengurusan Sekolah*, 9(1), 99-108. <https://doi.org/10.34125/jkps.v9i1.355>
- Rahman, I., Kaema, M. T., Nurhapipah, N., Nelwati, S., Sabri, A., & Rahmanda, R. (2024). Systematic Literature Review: Analysis of Project-based Learning Models from Elementary to High School. *Al-Ashri: Ilmu-Ilmu Keislaman*, 9(2), 53-66. <https://ojs.stai-bls.ac.id/index.php/Al-Ashri/article/view/119>
- Rahman, I., Wati, W., Putri, N., Wulandari, R., & Habibi, U. A. (2025). Commercialization of Quranic Tahfidz Houses in Indonesia: Da'wah or Business?. *Journal of Quranic Teaching and Learning*, 1(2), 34-48. <https://joqer.intischolar.id/index.php/joqer/article/view/6>
- Rasdiany, A. N., Akmal, F., Pasaleron, R., Dafrizal, D., Ningsih, R., & Rahman, I. (2024). Systematic Literature Review: The Impact of Social Competence on Teacher Communication Intelligence. *Jurnal Kepemimpinan dan Pengurusan Sekolah*, 9(2), 239-251. <https://doi.org/10.34125/jkps.v9i2>
- Sawah Di Kabupaten Tanah Datar (Studi Kasus Nagari Jaho Kecamatan X Koto). *Jurnal Niara*, Vol. 13(2), 531
- Sayyid Sabiq, 1998. *Fiqh Sunnah*, Jakarta: Pustaka Percetakan Offset
- Sri Sudiarti, (2018), *Fiqh Muamalah Kontemporer*. Medan: FEBI UIN-SU Press
- Sulaiman Rasjid, 2020. *Fiqh Islam*. Bandung. Sinar Baru Algensindo, Cet, 91
- Syukri Iska, Hasse Jubba, 2022. Epicandra Epicandra, and Mirna Yusuf, The construction of an Islamic capitalism through Pagang Gadaia mongst the Minang kabau people, *Journal Sociology Research*, Vol, 9(1) 4

Copyright holder :

© Wiguna, A. I., Makruf, A. (2025)

First publication right:

El-Rusyd

This article is licensed under:

CC-BY-SA