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The Pawn (*Rahn*) in Local Practice of *Massanra Galung* of South Sulawesi Society: A Comparative Analysis of Madhhabs

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Abstract

The application of *massanra galung* has become a customary practice within the Bellu Village community. However, its execution has been observed to frequently experience certain deviations from the established regulations. This study aims to examine the application of the concept of *Rahn* within the context of the *massanra galung* practice in Bellu Village, situated in Salomekko District, Bone Regency. It was also carried out with the aim of exploring and analyzing the *Rahn* concept through the lens of the four main schools of thought (madhhabs) in Sunni fiqh. This research is empirical research, and it was conducted using both a phenomenological and a comparative approach. To achieve the outlined aim, data were collected from interviews with six people who practiced *massanra galung* and from several community leaders. The obtained results showed that within the implementation system of *massanra galung* in Bellu Village, it is customary for the pledgor to approach the pawn receiver to secure a loan, typically offering their rice field as collateral. It is important to acknowledge that the views of the four madhhabs on certain matters differ, specifically when considering the practice of *massanra galung*. However, these schools of thought all agree that due to the fulfillment of the pillars and conditions required for *massanra galung*, the practice is considered valid and permissible according to Islamic law. Regarding the pawn transaction, two parties are considered namely the pawn giver (*rāhin*) and the pawn receiver (*murtahin*). It was recommended that efforts aimed at reinforcing the practice of *massanra galung* should prioritize the enhancement of record-keeping protocols to mitigate potential disputes.

Keywords: *Rahn*; Pawn; *Massanra galung*; Madhhabs Comparative; Local Wisdom.

Abstrak

Penerapan *massanra galung* telah menjadi praktik adat dalam masyarakat Desa Bellu. Namun, dalam pelaksanaannya sering kali terjadi penyimpangan-penyimpangan dari

ketentuan yang telah ditetapkan. Penelitian ini bertujuan untuk mengkaji penerapan konsep *rahn* dalam konteks praktik *massanra galung* di Desa Bellu yang terletak di Kecamatan Salomekko, Kabupaten Bone. Penelitian ini juga dilakukan dengan tujuan untuk mengeksplorasi dan menganalisis konsep *rahn* melalui lensa empat mazhab utama dalam fikih Sunni. Penelitian ini merupakan penelitian empiris, dan dilakukan dengan menggunakan pendekatan fenomenologis dan komparatif. Untuk mencapai tujuan yang telah diuraikan, data dikumpulkan dari hasil wawancara dengan enam orang yang mempraktikkan *massanra galung* dan beberapa tokoh masyarakat. Hasil yang diperoleh menunjukkan bahwa dalam sistem pelaksanaan *massanra galung* di Desa Bellu, penggadai mendatangi penerima gadai untuk mendapatkan pinjaman dengan memberikan jaminan berupa sawah. Penting untuk diketahui bahwa pandangan empat mazhab tentang hal-hal tertentu berbeda, khususnya ketika mempertimbangkan praktik *massanra galung*. Namun demikian, semua mazhab ini sepakat bahwa karena terpenuhinya rukun dan syarat *massanra galung*, maka praktik ini dianggap sah dan diperbolehkan menurut hukum Islam. Terkait dengan transaksi gadai, ada dua pihak yang terlibat, yaitu pemberi gadai (*rāhin*) dan penerima gadai (*murtahin*). Direkomendasikan bahwa upaya-upaya yang bertujuan untuk memperkuat praktik *massanra galung* harus memprioritaskan peningkatan protokol pencatatan untuk mengurangi potensi perselisihan.

Kata kunci: *Rahn*; Gadai; *Massanra Galung*; Perbandingan Mazhab; Kearifan Lokal.

Introduction

Pawning, also known as *rahn* (Asari & Firdaus, 2022), is an economic transaction activity that is allowed in Islam (Razak & Asutay, 2022). Pawning is a method individuals employ to fulfill their daily necessities during challenging circumstances by borrowing money and offering collateral as security (Subekti et al., 2022). Pawning is crucial as it demonstrates that humans, being social beings, are unable to function independently without the assistance of others (Quarshie, 2023). Lien rights refer to the legal connection between an individual and someone else's property, which has been used as collateral for a debt. Until the money is returned, the party who lent the money (pawn holder) has ownership over the land in question. In Islamic teachings, the practice of pawning does not involve making a profit or engaging in speculation. The primary objective is to assist in managing personal financial challenges and concerns (Abubakar & Handayani, 2017). Engaging in a commitment centered around the principles of fairness, openness, and adherence to Sharia law has gained significant importance (Hayati et al., 2022). Engage in the public display of modern pawn techniques. There is still a situation where certain parties may prioritize giving a pawn to focus on maximizing earnings. Engage in a form of training or repetition this might lead to additional problems and should be avoided in practice, especially in accordance with Islamic guidance (Iska et al., 2023).

In contemporary times, Muslims reside within a diverse and inclusive social milieu characterized by a multitude of perspectives and viewpoints. Hence, it is imperative to enhance the development of fiqh to effectively address all challenges pertaining to human interactions, while simultaneously adhering to universal principles that align with Islamic jurisprudence (Latif & Mutawalli, 2023). Common societal issues often involve

complications associated with pawn transactions, as pawnbroking evolves in response to changing periods, circumstances, and customs due to its inherent flexibility under the law.

Prior to the establishment of Islamic law as the prevailing governing system in South Sulawesi, customary law had already been in effect in the region for a significant period (Faisal et al., 2023). In Bellu Village, Salomekko District, Bone Regency, a comparable occurrence took place with a long-standing tradition of the locals. This tradition involves the practice of using their rice fields as collateral when borrowing or lending money, commonly referred to as *massanra galung* (Mardatillah et al., 2022). In Bellu Village, Salomekko District, Bone Regency, the residents engage in pawn contracts, particularly for *massanra galung*, to facilitate debt and receivable transactions. This practice serves to fulfill many demands, such as paying university fees, covering wedding expenses, and obtaining immediate funds of significant value when necessary. The *massanra galung* system, which is being utilized in Bellu Village, Salomekko District, Bone Regency, exhibits diverse variations in its execution, including both indefinite loan repayment periods and those with specified time constraints. Regarding the management of *marhūn*, there are two forms. The first form is when a *rāhin* manages the 'galung' that he has pawned himself. The proceeds from the 'galung' are then divided equally between the *murtahin* (Sari & Meidina, 2022). The second form is when the *marhūn* is managed entirely by the *murtahin* until the end of the *rahn* contract agreement. Regarding pawnshops (*rāhin*), they have been unable to return the loan, resulting in an extension of the time limit. The implementation of *massanra galung* is sometimes caused in Bellu Village. The prolonged duration of the contract was due to the absence of clear terms on the repayment schedule for debts and collateral, known as *marhūn*. Additionally, the involvement of a pawnbroker, or *rāhin*, further contributed to the contract's continuation until his demise. The residents of Bellu Village, located in the Salomekko District of the Bone Regency, seldom document their *massanra galung* contract transactions. When the *rāhin* and the recipient of the *murtahin* pawn share a familial relationship, the *massanra galung* contract is not documented, and occasionally the arrangement is solely verbal or conducted over the telephone. Exclusively for mobile devices, the recording of the *Massanra galung* agreement is contingent upon the absence of any familial relationship between the *rāhin* and *murtahin*.

Indeed, the inhabitants of Bellu Village, predominantly engaged in agricultural pursuits, opt to mortgage their rice fields as a more convenient and expeditious alternative to seeking a loan from a bank when they need borrowing funds (Arafat & Pahlevi, 2021). In addition to encountering numerous intricate prerequisites, there are instances where the duration for repaying the borrowed funds is little, accompanied by monthly bank interest. When executing a *massanra galung* contract, the time limit for the *rahn* can be extended if

the borrower is unable to repay the original amount borrowed. The utilization of pawned commodities, specifically the harvests from rice fields, by the pawn recipient (*murtahin*) is perceived as onerous for one party, as it tends to be more advantageous for the *murtahin*. Aside from deriving profits from the rice fields, it is imperative to repay the main amount borrowed from the pawnbroker (*rāhin*).

Several studies have examined the phenomenon of *massanra galung*, such as the Practice of Pawning Rice Fields in the Community of Luyo District, Polewali Mandar Regency, and the Perspective of Islamic Business Ethics (Alwi, 2016). Another research conducted by Fitria Nursyarifah, titled "Practice of Pawning Rice Fields in Simpar Village, Cipunagara District, Subang Regency from the perspective of Muamalah Fiqh," explains that most farmers still lack a comprehensive understanding of pawning in Islam (Nursyarifah, 2015). Instead, they engage in pawning contracts solely based on cultural traditions passed down through generations (Safrizal, 2016). Unlike the study, the act of pawning rice fields in the Bellu Village community, located in the Salomekko District, is referred to as "*massanra galung*." This term is used by experts in the field of education to describe the notion of *rahn* in the practice of pawning. Thus, despite the comprehensive explanation of the pawning system in Islam. All the essential aspects, such as the principles, pillars, conditions, legal foundation, and utilization of pawned commodities, are succinctly defined and documented in fiqh literature. Nevertheless, throughout its execution, there are frequently divergences from the stated regulations. In the instance of Bellu Village Subdistrict in Salomekko, Bone Regency, there is still. There are several variations in the use of products, commonly referred to as pawn, using the word '*massanra galung*'. In this study, revealing the views of the four madhhabs is necessary to provide understanding and judgement to people who still carry out the *massanra galung* tradition.

Methods

This study is qualitative research conducted in Bellu Village, Salomekko District, Bone Regency, South Sulawesi Province. The research focuses on the prevalent practice of *massanra galung* in the area. The utilization of a phenomenological method with a comparative approach. The phenomenological approach is the primary strategy. This approach emphasizes the importance of individuals' experiences in practicing *massanra galung*. Researchers aim to comprehend occurrences that transpire in connection to an individual within the framework of a specific circumstance. An observational method based on phenomenology was employed to study the practice of *massanra galung* in Bellu Village, Salomekko District, Bone Regency. The primary data sources were gathered through the process of observing and conducting interviews with a sample of individuals who engage in the cultural practice of *massanra galung*, as well as members of the public.

Secondary data are derived from sources such as scholarly journals, books, research reports, and various electronic documents. Data is analyzed using a descriptive and critical approach, which involves comparing and evaluating the perspectives of four experts from different sects.

Results and Discussion

The Practice of Massanra galung in Bellu Village, Salomekko, Bone

The residents of Bellu Village recognize that *massanra galung*, or pawning rice fields, is a method of borrowing money by offering a rice field as collateral to a pawnbroker (*rāhin*). The pawnbroker (*murtahin*) then utilizes the collateral provided by the borrower (Febrianasari, 2020). The item will remain in the possession of the pawner (*murtahin*) until the pawner (*rāhin*) fully repays the obligation or until the predetermined time limit expires. The implementation of *massanra galung* in Bellu Village is described by A. Jusman, a prominent community member:

"Typically, the pawnbroker (rāhin) visits the recipient's residence (murtahin) to engage in a mutual agreement (mappasilolongang) over the amount of money needed. Subsequently, the pawnbroker (murtahin) proposes to use the recipient's rice field as collateral. If both parties have reached a mutual agreement on the terms of the massanra galung contract, including the loan amount, collateral in the form of rice fields, and the repayment period, then the contract stipulates that the recipient of the loan (murtahin) will promptly provide the loan amount and receive the collateral in the form of rice fields. Verbal. The execution of the massanra galung contract has occurred, enabling the recipient of the pawn (murtahin) to utilize the rice fields as security." (Jusman, 2023)

Loans can be categorized into two types based on their repayment time frame. The first type has a repayment period ranging from approximately 3 to 5 years. The second type, exemplified by Asnal and Husniati as pawn recipients (*murtahin*), does not have a specific time limit for repayment. This is because they view these loans as mass transactions. The *galung* is a type of cooperative assistance.

As Husniati said:

"I refrained from imposing a specific timeframe for loan repayment at the pawnshop due to the familial relationship with the borrower, who happens to be my cousin. My intention was to avoid placing undue pressure on him by setting a deadline. I extended a loan to him out of a desire to assist, as my cousin was in dire need of financial support at that moment. The mortgaged rice farms serve solely as collateral." (Asniati, 2023)

According to interviews conducted with 6 individuals who received pawns (*murtahin*), it was found that they utilized the rice fields that were used as collateral until the agreed-upon time limit. In contrast, the pawnbroker (*rāhin*) named Mana used his own rice fields and then distributed the profits among the recipients. The individual clarified that he is a pawn:

"I requested my uncle, who is also the recipient of the pawn, to utilize the rice field that I have pledged. Consequently, when the time for harvesting arrives, I will divide the yield from the rice field into two portions, without diminishing the amount of my loan". (Tang, 2023)

Nurhayati, the pawnbroker, stated that if the borrower (*rāhin*) fails to repay the loan, the duration for repayment will be extended. The lack of clarity regarding the timeframe for debt repayment and collateral (*marhūn*) sometimes leads to prolonged implementation of the *massanra galung* practice in Bellu Village.

Regarding the documentation of *massanra galung* contracts, interviews with multiple pawners (*rāhin*) and pawn recipients (*murtahin*) revealed that they did not engage in recording these contracts due to a sense of mutual trust. Additionally, in some cases, the pawnbrokers and pawn recipients were still family members, which further diminished the need for formal documentation. The *massanra galung* was deemed superfluous.

The results of the interview with 6 pawnbrokers (*rāhin*) regarding the practice of *massanra galung* reveal a variety of reasons that contribute to the promotion of the economy. Undisclosed To conduct a pawn transaction. Because a general who becomes a pusher in practice, such as *Massanra galung*, among others:

Firstly, several pawnshops in Bellu Village utilize the capital acquired from pawn transactions. To initiate or expand a business, they need to take certain steps. Pledging assets can provide expedited access to the required capital for business expansion.

Furthermore, regarding the expense of schooling. Education is a crucial investment in the lives of the people in Bellu Village. Pawn might be utilized to support the education of family members. To achieve each objective, it is necessary to have a higher level of formal education.

Furthermore, the expenses associated with the wedding are significant. Hosting a wedding reception can impose a substantial financial strain. However, one might consider utilizing a pawn service to assist in covering the costs associated with the wedding, such as acquiring necessary items and organizing the wedding festivities. Next, construct or refurbish a residence (Kusuma et al., 2020). A pawn is created for the purpose of financing project development or renovating a house.

In many cultures, the practice of fundraising can serve as a vital means of obtaining immediate financial assistance during specific situations, such as medical emergencies or other unforeseen occurrences (Shabbir, 2019). Social and cultural interests frequently serve as a facilitating factor in practice. *Massanra galung* Public mutual assistance is regarded as a type of support.

The transactions are primarily focused on *massanra galung*, particularly due to its common practice. The level of informality or formality in local cultural agreements might

significantly differ from one example to another. It is crucial to communicate the time restrictions and terms clearly and comprehensively for loan repayment to both parties involved to avoid any potential misunderstandings in the future. *Massanra galung* highly recommends practicing. To avoid any potential disputes, it is advisable to have a formal agreement for borrowing one's own paper.

The Analytical View of the Four Madhhabs on the Practice *Massanra galung* in South Sulawesi

Islamic law is formulated via the cooperative efforts of ulama, who are legal scholars, to construct sharia regulations that are tailored to the requirements of the community (Wijaya, 2022). Islamic law, also known as Sharia law, is a set of regulations derived from the divine revelation of Allah and the teachings of the Prophet Muhammad. It governs the conduct of individuals and is considered obligatory for all followers of the Islamic faith (Sholihah, 2019). In Islam, the act of engaging in usury is prohibited due to its inconsistency with religious doctrines and its potential to impose financial strain on the debtor, who is obligated to repay both the principal amount and the interest. Hence, the actions sanctioned in Islam are executed in a manner and with an intention that avoids causing harm to others.

The experts from four Sunni madhhabs of jurisprudence concur that *rahn* is allowed, or in legal terms, *mubāh*, whether one is traveling or staying in one place (Al-Jaziri, 2015). Since *rahn* serves as a form of collateral for a loan, the legal obligation is not mandatory, as stated in QS al-baqarah/2:283.

Meaning:

"There should be assets held as collateral by the debtor." (Kementerian Agama RI, 2019)

This verse instructs the believers to pursue what is superior, as the command in this verse is guidance towards a better option, but it is not obligatory. This is derived from the paragraph discussing the relationship in question:

Meaning:

"Nevertheless, if certain individuals place their trust in others, then those who are trusted should fulfill their obligation (debt)." (Kementerian Agama RI, 2019)

Imam al-Shafi'i also stated that any transfer of ownership in a sale and purchase transaction is also regarded as a transfer of ownership in a pawn transaction (Rizal & Bahri, 2022). Hence, it is permitted to pledge animals, dinars, dirhams, and land, just as it is permissible to sell them. In Islam, it is allowed to use rice fields as collateral for a loan, if it fulfills the necessary conditions and does not involve any banned aspects that would invalidate the contract. Next, we will examine the concept of *rahn* in the practice of

massanra galung in Bellu Village, from the viewpoint of four maddhabs of Sunni jurisprudence, which are as follows:

From the standpoint of the *rahn* contract.

'*Aqd* (contract) serves as a mutual reliance tool for both parties involved in a transaction, indicating their mutual agreement on the existence of an agreement (Muhtarom et al., 2022). This can be ascertained through actions, indicators, or written communication. From the standpoint of the contracting party, the practice of *massanra galung* in Bellu Village is deemed lawful and in compliance with the tenets of Islamic jurisprudence. Although lacking formal language or written agreements, both parties mutually acknowledge their contractual commitment.

When considering the terms and conditions of pawning

If any of the fundamental pillars or legal prerequisites of the *rahn* contract are not met, the commitment will be deemed null and void. *Rahn* consists of four essential components: the pawnbroker (*rāhin*) who initiates the contract, the recipient of the pawn (*murtahin*), the declaration of consent and acceptance (*ṣiġah*), the presence of a debt (*marhūn bih*), and the collateral (*marhūn*) provided (Nurhabni, 2022). According to scholars of the Hanafi school, there are two essential components of *rahn*: the agreement of the one providing the promise (*rāhin*) and the acceptance of the person receiving the pledge (*murtahin*), like other contractual agreements.

In addition, proponents of the Hanafi madhhab of thought contend that *rahn* consists of four essential components: the contracting party, specifically the pawnbroker (*rāhin*), and the recipient of the pawn (*murtahin*); the second component is *ṣiġah*, which refers to the explicit expression of consent and acceptance; the presence of a debt (*marhūn bih*); and finally, the guarantee (*marhūn*) as the last component. Nevertheless, the *rahn* contract is currently deemed imperfect and lacks legal enforceability, unless the mortgaged item (*al-qabḍ*) has been transferred (Hayati et al., 2022). According to certain scholars, who are not from the Malikiyah madhhab of thought, the requirement of accepting collateral is not a legal condition for a *rahn* contract. However, it is a condition that is obligatory for a *rahn* contract. Consequently, the *rahn* contract lacks legal force unless there is *al-qabḍ* (Bahri, 2021), which refers to the actual possession of the collateral, or receipt of it. Malikiyah scholars argue that the *rahn* contract is incomplete without the presence of *al-qabḍ*, which refers to a firm grasp or mastery. According to scholars in Malikiyah, *al-qabḍ* is a necessary requirement for the *rahn* contract to be considered flawless (Asni & Sulong, 2016).

Based on the observed practice of *massanra galung* in Bellu Village, it can be deemed lawful and appropriate as it satisfies the essential requirements and conditions of pawning. Specifically, there are individuals who engage in a contractual agreement,

specifically the pawnbroker (*rāhin*) and the pawn recipient (*murtahin*), who possess the necessary qualifications to execute the contract (Saputra, 2022). According to Hanafiyah scholars, the party authorized to engage in the rahn contract is the *ahliyah al-bā'i* (fit to engage in the sale contract, buy). According to *Hanafiyah* scholars, everyone who is authorized and allowed to engage in purchasing and selling activities is also authorized and allowed to enter *rahn* contracts. According to the Hanabilah scholars, individuals who are eligible to engage in rahn contracts must possess a high level of trustworthiness. The Hanabilah scholars concur with the Hanafiyah scholars on the matter of whether a youngster is permitted to engage in a *rahn* contract.

Regarding the matter of *sīgah*, or the enunciation of *ijab* and *qabūl*, specifically referring to the pronouncement of surrender and acceptance. Although the *ijab* and *qabūl* does not involve the use of explicit words or a written agreement to bind both parties, they have mutually acknowledged that they have entered into an agreement. Subsequently, the debt (*marhūn bih*) is transferred during the execution of the contract, and the collateral (*marhūn*) in the form of rice fields is formally handed over. Merely through spoken words.

When considering the implementation of *massanra galung* practices

Regarding the practice of mortgaging rice fields in Bellu Village, it is customary for the first agreement stipulating the duration of the contract to range from 3 to 5 years. Nevertheless, in actual implementation, this period is frequently seen as merely a procedural requirement. If the pawnbroker is unable to repay the debt within the designated timeframe, the duration of the pawn might be prolonged until the pawner can reimburse the loan. Nevertheless, there is no explicitly defined timeframe for the conclusion of the commitment period. The term of pawning the rice field concludes once the pawnbroker successfully repays the debt and reclaims possession of the rice field. According to Islamic jurisprudence scholars, this is deemed illegal due to the absence of a clear agreement regarding the timing for cultivating and repaying loans. Imam Malik asserts that any requirement must be accompanied by a clearly defined time constraint. If a specific time is not provided and the time limit is unclear, then it is deemed invalid.

In addition, Hanafiyah scholars assert that if a *rahn* contract is not supposed to have specific conditions linked to it, any conditions that are included in the contract are considered null and void, although the contract itself remains lawful. According to Jufri, the inhabitants of Bellu Village follow the practice of *massanra galung*. If the debt is not paid after the grace period has finished, the guarantee or *rahn* is extended. The expansion of *Rahn* to the criteria encompasses conditions that deviate from *Rahn*'s nature, thereby rendering these conditions null and invalid. Several ulama have stated that if the conditions are favorable for the proper execution of the contract, then it is considered lawful.

The Evaluation of Four Madhhabs on Utilization of Collateral Goods in Practice *Massanra galung* in South Sulawesi

Regarding the law on collateral use, such as the *massanra galung* practice in Bellu village, there are two distinct methods of utilizing it. The first involves the pawnbroker (*rāhin*) using the collateral (*marhūn*), while the second involves the pawnee (*murtahin*) utilizing it (Rosyadi & Rizka, 2022). Scholars of different madhhabs of thought hold varying opinions on the utilization of collateral (*marhūn*) (Hidayatullah & Fadillah, 2022). Here is the explanation:

The pawnbroker (*rāhin*) using collateral (*marhūn*)

There are two contrasting opinions regarding the advantages and outcomes of pawned goods. The first opinion, held by most scholars except for the al-Shafi'iyah scholars (Hamoudi, 2007), states that the person pawning the item (*rāhin*) should refrain from utilizing the collateral if it does not cause any harm or damage to the party receiving the pawn (*murtahin*).

Regarding the legislation pertaining to the utilization of collateral by *Rahin*, there exist two divergent viewpoints, which can be summarized as follows:

According to scholars of the Hanafi madhhab, it is explicitly stated that the pawnbroker (*rāhin*) is prohibited from exploiting the collateral assets (*marhūn*) in any way, such as utilizing, occupying, or engaging in similar activities, without the consent of the pawnee (*murtahin*) (Fedro et al., 2019). The reason for this is that the right to keep the goods (*al-habs*) is exclusively granted to the pawner (*murtahin*), meaning that the pawned is not permitted to reclaim the collateral if they make use of it. For instance, if the collateral is a tree, the pawner cannot eat its fruit, or if the collateral is land, they cannot plant anything on it. If the pawner does use the collateral in this way, their responsibility for it is forfeited, and the pawnbroker (*rāhin*) is trespassing by using goods that do not belong to them. Consequently, the pawnbroker (*rāhin*) is prohibited from utilizing any items that have been pledged as collateral (Surahman et al., 2021). Furthermore, the Hanabilah scholar share the same viewpoint as the Hanafiyah scholar, asserting that the pawnbroker (*rāhin*) is prohibited from utilizing the collateral without obtaining explicit consent from the pawnee (*murtahin*). For instance, in the case where a plot of land is used as collateral, the individual who pawned it (referred to as the *rāhin*) is not permitted to receive the profits from the land until it has been fully redeemed. As collateral, *marhūn* refers to something that is being held, preventing the owner from using it. This perspective is founded on the premise that all advantages and earnings derived from collateral (*marhūn*) are also pledged.

The pawnbroker (*murtahin*) using the collateral (*marhūn*)

There are multiple perspectives within the Sunni school of law about the utilization of collateral (*marhūn*) by the pledgee (*murtahin*) as outlined below:

According to the scholars of the Hanafi madhhab of thought, it is stated that the person who pawns an item (*murtahin*) is not allowed to use the collateral in any way, such as using, borrowing, wearing, planting, etc., without the permission of the pawnbroker (*rāhin*) (Maleha & Saprida, 2019). This is because the pawner only has the right to keep the collateral, not to benefit from it. Nevertheless, as per certain Hanafi scholars, if the pawnbroker (*rāhin*) grants consent to the pawnee (*murtahin*) to employ the collateral, then the pawnee is permitted to fully utilize it.

According to scholars of the Maliki school, if *marhūn bih* (debt or loan) is a type of loan, whether with a set duration of usage or not, it is not allowed because it falls under the category of loans that generate profits (Asari & Firdaus, 2022). Similarly, the one who pledges an item as collateral (known as the pawner or "*murtahin*") is prohibited from using the collateral, even if they grant permission to the person holding the collateral (known as the pawnee or "*murtahin*") to do so. This prohibition is since it falls within the category of *midyān* gifts, which the Messenger of Allah has explicitly forbidden. In the hadith reported by Anas ra, Rasulullah PBUH stated that if someone lends money, they should not accept any form of gift until the debt is fully repaid.

Furthermore, according to the al-Shafi'i madhhab of thought, it is stated in the hadith that the recipient of the pledge (*murtahin*) is prohibited from utilizing the collateral (*marhūn*) (Wiederhold, 1996).

Meaning:

“According to Abu Hurairah, the Prophet Muhammad stated that when commodities are pawned, the ownership remains with the original owner. However, the person who pawns the items has the right to use them as a kind of recompense for any losses incurred by their party.” (Al-Bukhārī, 2012)

This hadith signifies that the pawner is unable to own the thing being pawned unless the pawner (*rāhin*) repurchases it or, in other words, settles the outstanding debt at the designated time. According to Imam al-Shafi'i (Khanif, 2020), the term "عُنْمَةٌ" denotes the harm and decrease of a pledged commodity. Undoubtedly, all sorts of use are encompassed by العُنْمُ (Hasan, 2006). This is the viewpoint expressed by Abdullah Ibnu Mas'ūd ra (Satar & Ahmad, 2022). Nevertheless, if the person receiving the pledge (*murtahin*) insists on utilizing the pledged object throughout the agreement, it is deemed null and void as it poses a disadvantage to the pawnshop (*rāhin*). However, if the person pawning the item permits the pledgee to make use of the collateral (*marhūn*), then it is legally acceptable.

According to the Hanbali madhhab of thought, there are two opinions regarding collateral. The first opinion states that if the collateral, such as a house, land, or field, does

not require financing, the recipient of the pledge (*murtahin*) cannot use the collateral without the permission of the pawnbroker (*rāhin*) (Adam et al., 2023). If the pledgee (*murtahin*) uses the collateral as a form of rental fee, it is legal. In this case, the pledgee (*murtahin*) does not utilize the loan, but rather enters an *ijārah* (rental) agreement.

According to this, it is evident that the people in Bellu Village commonly engage in the practice of mortgaging their rice fields, under the condition that the fields are utilized by the borrower (*murtahin*) until the lender (*rāhin*) repays the debt. From the Sunni school of law standpoint, there exist divergent views regarding the permissibility or prohibition of utilizing pawned items. Despite varying opinions, these positions fundamentally agree on granting the pawnee the right to utilize the pawned property with the pledgor's approval. The crux of the issue with pawned commodities is in the presence of mutual consent (*ridā*) between the pawnbroker (*rāhin*) and the recipient of the pawned item (*marhūn*).

Conclusion

The practice of *massanra galung*, which involves pawning rice fields, is a local tradition in Bellu Village, Salomekko District, Bone Regency, South Sulawesi Province. Its primary purpose is to provide financial support to individuals in need by offering them loans. When examined from four perspectives, the practice of *massanra galung* is deemed lawful and allowed under Islamic law. The matter arose due to the necessity of complying with the fulfillment terms and conditions, namely in relation to the practice of *massanra galung*. Financial operation This transaction involves two parties: the giver of the pawn (*rāhin*) and the recipient of the pawn (*murtahin*), who both give their approval and acceptance orally, with the pawn serving as the purpose of the transaction. The thing being pawned (*marhūn*) is owned by you, and you can purchase, sell, determine its worth, and transfer ownership. The management and utilization of the rice fields is in the control of the recipient pawn. The agreement between the second party involved in the split remains in effect until the debt is fully repaid. The system divides debt payments into two categories: those that have no time limit and can be paid off as soon as the pawnshop has the money, and those that have a time limit ranging from three to five years.

Despite the practice of *massanra galung*, there is no contradiction according to the perspective of the four sects. It is required to strengthen the recording of this topic. To minimize disputes. The key factor in practicing *massanra galung* is the presence of a consensus and mutual understanding between the broker (*rāhin*) and the recipient of the pawn (*murtahin*). Therefore, it is advisable to draft the contract in a meticulously researched manner, ensuring its effectiveness and suitability for future reference. Once

again, it is crucial to focus on pertinent and suitable themes that are directly linked to the requirements of the general audience.

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