

The Impact of Gala Umong Practice on the Community's Economy: A Sharia Economic Law Perspective

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Abstract

The practice of gala umong carried out in the community is an alternative option in solving the economic problems they face. The fundamental reason for implementing gala umong among the community is because the process of carrying out the contract is very short and does not require a long time. Gala umong, which means pawning rice fields, is a practice often heard in Acehnese society. Gala umong is almost practiced throughout the entire Aceh region, including Gampong Pusu Ingin Jaya, Manggeng District, Southwest Aceh Regency. The practice of gala umong is carried out as an alternative in order to solve the economic problems they face. Gala gatherings are held between neighbors or close relatives. This research explores the practice of gala umong in the community using a descriptive qualitative approach. The results of this research show that the gala umong held in Pusu Ingin Jaya Village had a significant impact on improving the community's economic sector. The positive impact is that rice field owners can earn money in the near future to finance their daily needs, start a business, and pay for educational costs. The negative impact felt by rabin and murtabin is increasing social inequality and reducing farmers' livelihoods due to their rice fields being used as collateral. The negative impact felt by rabin and murtabin is the increasing social inequality and the reduction of farmers' livelihoods due to their rice fields being used as collateral. When viewed from a sharia economic perspective, the implementation of the gala umong that occurred in Pusu Ingin Jaya Village was not in accordance with the binding elements in it. There are some pledge requirements that have not been fulfilled, namely there is no written evidence and no witnesses.

Keywords: *Gala Umong, Pawn, Sharia Economic Law, Community Economy, Rahn Contract*

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A. INTRODUCTION

Islam regulates all aspects of human life. These rules are based on sources of Islamic law, namely the Al-Qur'an, Hadith, ijma' and Qiyas. The application of Islamic teachings is categorized into two aspects of practice, namely the ubudiyah and muamalah aspects.¹ Ubudiyah, derived from the Arabic term 'abada, means to devote oneself. Meanwhile, according to syara', it means to serve oneself to Allah SWT as a form

¹ Rahmat Syafi'i, *Fikih Muamalah*, (Bandung: Pustaka Setia, 2001), 18.

of responsibility, obedience and obedience to His commands such as performing prayers, zakat, hajj and so on.

Simply put, *ubudiyah* is a tool to get closer to Allah by carrying out all the commandments and avoiding all prohibitions.² *Muamalah* are God's rules that must be obeyed and implemented in social life to maintain human existence.³ According to Hendi Sehendi *muamalah* are all the rules made by Allah SWT to regulate human relationships with humans and humans with their environment.⁴ From the two definitions above, it can be simplified that *muamalah* is an aspect that discusses human relations with humans such as buying and selling, wages, cooperation (*syirkah*), lending and borrowing, pawnin *Muamalah* focuses on human interactions like buying and selling, wages, cooperation, lending, borrowing, and pawning.⁵ Pawning, known as *ar-rahn* in Sharia economic law, involves using collateral for debts and receivables. *Rahn*, meaning fixed, is a concept in Sharia economic law involving collateral for debts. Meanwhile, according to the term *syara' rahn*, it is holding an object of value which can be used as collateral for a debt or as a payer when the period for paying the debt has passed.⁶ In principle, *rahn* is a concept of helping fellow humans without compensation for services.⁷ Based on the definitions above, *rahn* is an agreement between two parties to use an item as collateral or liability for a debt. The legal basis for *rahn* as an alternative solution to economic problems is based on the Al-Qur'an, hadith, *ijma* and DSN-MUI fatwa.

In recent years, *rahn* has become the alternative chosen by society in solving the economic problems it faces. One application of the *rahn* contract among the people of Aceh is the practice of *gala umong* (pawning rice fields). The implementation of the contract is very flexible and does not take a long time, which is the main reason why people carry out the *rahn* contract. Apart from implementing a very simple contract, people can quickly solve the economic problems they face just by pledging an item of value that they own without having to worry about losing the item, because basically after the contract is completed they will return the loan they took and at that time they will get return the goods guaranteed.⁸ Collateral in the form of goods handed over to the person who receives the pawn is called *marhun bib*. *Marhun bib* is an object that has legal ownership. Therefore, it is not legal to pawn an item as collateral that is still in the custody of another person or an item that has the status of a loan. The objects that are used as collateral in the implementation of a *rahn* (pawn) contract are valuable and valuable objects such as gold, silver, buildings, electronic goods, even fields and rice fields are also often used as collateral in a *rahn* (pawn) contract.⁹

² Fatullah Gullen, *Kunci Rahasia Sufi* (Jakarta: PT. Raja Grafindo, 2001), 95.

³ Nasrun Haroen, *Fikih Muamalah*, (Jakarta: Gaya Media Pratama, 2007), 7.

⁴ Hendi Suhendi, *Fikih Muamalah*, (Jakarta: PT. Raja Grafindo Persada, 2008), 1.

⁵ Rahmat Syafi'i, *Fikih Muamalah*, (Bandung: Pustaka Setia, 2001), 19.

⁶ Ahmad Azhar Basyir, *Riba, Hutang Piutang dan Rahn* (Bandung: Al-Ma'arif, 1983), 50.

⁷ Nasrun Haroen, *Fikih Muamalah*, (Jakarta: Gaya Media Pratama, 2007), 205.

⁸ Berdasarkan observasi peneliti di gampong Pusu Ingin Jaya, Kecamatan Manggeng, kabupaten Aceh Barat Daya.

⁹ Zainuddin Ali, *Hukum Gadai Syariah* (Jakarta: Sinar Grafika, 2008), 12.

Pawning rice fields or *gala umong* is often done by the people of Pusu Ingin Jaya village. *Gala umong* is a solution to economic problems, they are used to pawning rice fields between neighbors or close relatives. They consider *gala umong* to be a very easy and fast process for obtaining funds compared to borrowing from bank or non-bank financial institutions, where the process is relatively complicated, plus the village community's literacy or understanding of these lending institutions is still lacking. *Gala umong* is practiced by the Pusu Ingin Jaya *gampong* community, starting from the farmers who have large areas of rice fields to farmers who have small areas of land. In simple terms, the *gala umong* process occurs if A needs a certain amount of funds, then B lends the funds to A, as a form of collateral, A hands over the rice field to B, and B manages the rice field for a certain period of time until B's money is returned by A.

The *gala umong* held by the Pusu Ingin Jaya *gampong* community has very high social value so that it has a positive impact on the Pusu Ingin Jaya *gampong* community. However, in fact, in society the implementation of this concept is considered to contain elements of injustice. This injustice can be seen in the fact that the pawned collateral is managed or given use rights which are actually owned by the owner of the rice field or *rabin*.

The practice of *gala umong* carried out by the Pusu Ingin Jaya *gampong* community also does not represent the concept of *ta'awun* (mutual help) as recommended in Islam, because this concept has the potential to cause losses to one party and can be categorized as usury because the profit is almost obtained by one party, namely *murtabin*.¹⁰

B. METHODS

In this research, the author used a descriptive qualitative approach. Descriptive qualitative research is a problem formulation that can guide research to explore or provide a detailed understanding of the social situation that will be studied thoroughly and in depth.¹¹ A qualitative approach is an approach in research that aims to find out and understand a phenomenon experienced by the object of research, such as behavior and perceptions.¹²

Based on the research above, the researcher used a qualitative approach with a descriptive method, namely by systematically and carefully describing the behavior of the Pusu Ingin Jaya *gampong* community in carrying out the practice of *gala umong* so that it can be understood and concluded. The aim of research using descriptive methods is to examine the status of a group of people, social phenomena, an object in a population at a certain time. In line with this aim, this research aims to analyze the impact of *gala umong* on solving the community's economic problems.

¹⁰ Muhammad Al-Fittra Haqiqi, *Harta Halal dan harta haram*, (Jombang: Lintas Media, 2011), 182.

¹¹ Sugiono, *Metode Penelitian Pendidikan* (Bandung: Alfabeta), 13.

¹² Iskandar, *metode penelitian pendidikan dan sosial* (Jakarta: GP Press, 2009), 76.

C. RESULTS AND DISCUSSION

The results of the research show that the gala umong held in Pusu Ingin Jaya gampong had positive implications for the community's economy. Among the positive impacts felt by the community with the existence of gala umong is that rice field owners can meet their primary needs to continue their lives, apart from that it can help with additional working capital, paying education costs and so on. However, behind the positive impacts obtained through the practice of gala umong, there are also negative impacts felt by farmers as rice field owners, they lose their rice fields which have been used as land for farming because they have been used as collateral in the gala umong practice, thus having an impact on decreasing income and social gap between *rabin* and *murtabin*.

When viewed from a sharia economic perspective, the practice of gala umong that occurs in the village of Pusu Ingin Jaya does not fulfill several of the elements contained in pawning. Among the elements or conditions that have not been fulfilled are the absence of witnesses presented during the adad process and the absence of written evidence as a reference for the parties. *Murtabin* who make excessive use of collateral in the practice of gala umong does not reflect the concepts of ta'awun and al-adl recommended in sharia economics.

Basic Concepts of Sharia Economics

Sharia economics is all forms of human business behavior to fulfill life's needs or achieve prosperity goals based on the rules regulated in Islam which originate from the Al-Qur'an and Sunnah.¹³ Based on the Islamic paradigm, sharia economics is often referred to as rabbani and human economics because it prioritizes divine concepts or values with the aim of achieving human prosperity.¹⁴ According to Muhammad Baqir As-Sadr, sharia economics is a doctrine recommended by Islam in carrying out economic life, but it is not an interpretation by which Islam explains events that occur in economic life and the laws that apply therein.

Sharia economics has very strong basic principles so that the pattern of its application has developed rapidly throughout the world. In Sharia economics, all human resources are considered entrusted to Allah SWT. so that efforts to develop or move the economy are based on divine power. Islam recognizes private ownership of certain objects within certain limits, but it is believed that this is only temporary and can be taken away at any time by the true owner, namely Allah Swt.¹⁵

In Islam, all individuals are regarded as one family with equal status before Allah SWT, so that the basic principles of sharia economics must guarantee community ownership and its use is carried out solely for the benefit of the people. Islam firmly rejects the accumulation of wealth controlled by just a few people or ihtikar because it can harm sharia economic goals and is selfish or group-oriented. Cooperation plays a vital role in driving a sharia economy that is just and prosperous that is just, makes people prosperous and in its implementation avoids destructive elements, namely usury, maisir, gharar, tadbis and so on.

¹³ Ahmad Ifham Sholihin, *Pengantar Ekonomi Syariah* (Jakarta: Gramedia Pustaka Utama, 2010), 809.

¹⁴ Mustafa Edwin Nasution, *Pengantar Ekseklusif Ekonomi Islam* (Jakarta: Kencana, 2007), 12.

¹⁵ Muhammad Nizar, *Pengantar Ekonomi Islam* (Pasuruan: Kurnia Advertising, 2012), 3.

Characteristics of Sharia Economics

The foundation of sharia economics is on five main values, namely tauhid (oneness of Allah), nubuwwah (prophecy), khilafah (government), al-adl (justice), and ma'ad (success).¹⁶ In carrying out economic activities, Allah has limited human behavior based on regulations that He has established with the aim of creating harmony in life and being able to benefit oneself in economic activities and not harm others. The goal of Sharia economics is to achieve harmony between life in this world and the afterlife.

1. Pawn (Rahn)

a. Definition of Pawn

Pawning is an agreement between parties who hand over goods to be used as collateral for the financing facilities provided. In customary law, pawning is handing over land as collateral to get money in cash. In Islamic jurisprudence, pawning is known as rahn, which is an agreement to hold an item as collateral for a debt. According to the term syara' rahn, it means making an object in the form of goods that has value in the Islamic view to be used as collateral or trust for a debt.¹⁷

b. Basics of pawn law

Pawn contracts (rahn) are permitted in Islam by referring to various propositions from the Qur'an or hadith, ijma' and qiyas. All goods or objects that can be bought and sold can also be used as collateral for debt.¹⁸ The main legal basis as a reference for the permissibility of a pawn contract (rahn) is the Quran Surah Al-Baqarah verses 282-283. Ittifaq jurisprudence scholars state that legal ar-rahn or pawning can be done while present at the place or while traveling, provided that the goods used as collateral can be immediately received by the party giving the debt. In the hadith narrated by Bukhari and Muslim narrated from the ummul believers Aisyah R.A said:

"From Aisyah R.A, that the Messenger of Allah once bought food from a Jew and at that time he pawned his armor made of iron." Apart from that, the legal basis for pawning (rahn) is contained in the fatwa of the National Sharia Council of the Indonesian Ulema Council Number 25 of 2002 concerning Rahn.¹⁹

c. Pawn terms and conditions

In implementing the pawn contract. Muamalah jurisprudence requires fulfilling the requirements and pillars of pawning. The pillars of pawning are as follows:²⁰

a) Aqidain (party to the agreement)

Aqidain is the person who carries out the contract. Aqidain consists of *rahim* (people who pawn their goods) and *murtabin* (people who receive pawned goods)

¹⁶ Hendri Hermawan, Norma dan Nilai dalam Ilmu Ekonomi Islam. (Skripsi: Fakultas Ekonomi dan Bisnis, Universitas Dian Nuswantoro, 2013).

¹⁷ Dadan Muttaqien, Aspek Legal Lembaga Keuangan Syariah, (Yogyakarta: Safira Insani Press, 2009), 106-107.

¹⁸ Hafid Abdullah, "kunci fiqh Syafi'i, (semarang: CV Asyifa, 1992) 144

¹⁹ Fatwa DSN-MUI tentang *Rahn* dari Mardani, Fiqh Ekonomi Syariah, (Jakarta: Kencana, 2012), 290.

²⁰ Dirnyauddin Djuwaini, Pengantar Fiqh Muamalah, (Yogyakarta: Pustaka Pelajar, 2008), 267. Dibaca juga Ismail Nawawi, Fiqh Muamalah, ..., 199. Dibaca juga Syiah Khosyiah, Fiqh Muamalah Perbandingan, (Bandung: Pustaka Setia, 2014), 190

b) Ma'qud 'alaih (items that are contracted)

Ma'qud alaih consists of *marhun* (goods or objects that are pawned) and *marhun bin* (money given by the *murtabin* to the *rabin*)

The pawning conditions are as follows:

a) Sighat (consent)

The agreement must not be tied to something, such as requiring a time limit for the debt and repayment of the debt, so that the agreement can extend the pawn period.

b) Legally competent

Rabin and *murtabin* are legally competent, meaning they are capable of carrying out legal actions. *Rabin* and *murtabin* must be mature (reach the age), aqil (sound mind) and have the power to carry out contracts. As for *mumayyiz*, namely small children who can differentiate between good and bad things, they are allowed to carry out the rahn contract provided they get permission from their guardian.

c) *Marhun bib*

Marhun bib is an item that can be used, if it does not provide benefits then the object is not valid as a pawn object.

d) *Marhun*

Marhun is an object that is used as collateral for a debt held by the *murtabin* (pawn recipient). As for the conditions for *marhun* or collateral, the fuqaha have agreed that the conditions that apply to the object of sale and purchase are the same as the conditions that apply to the pawned item. Among them are that the object of collateral must have a value commensurate with the amount of the debt, the collateral is something useful or valuable, the collateral must be clear and its specifications are determined, the collateral is legally owned by *Rabin*, the collateral must be perfect property, and the collateral must be in a clear place.²¹

General provisions for implementing rahn in Islam

a. Position of pawned goods

In Islam, pawned goods are actually a trust placed in the *murtabin* (pawn recipient). Pawned goods do not change ownership unless a sale and purchase agreement is made after the pawn contract ends, despite money being given to the owner of the goods.

b. Utilization of pawned goods

Basically, an object that has been pawned cannot be used by anyone, whether *rabin* or *murtabin*. Pawned goods are only collateral for debt without having to use it. However, if both parties have agreed and given permission to manage and utilize the pawned item then it may be used.²² Therefore, in the provisions of the pawn agreement, the parties should state that the proceeds from the use of the pawned goods will later become joint property and be shared according to the agreement. This can provide anticipation so that assets that have been pawned can still be used and not neglected.²³

²¹ Abdullah Taufik, Potret Gadai Emas Syariah Sebuah Telaah Gadai Emas Syariah pada BSM Cabang Kediri (Kediri: Dimar Intermedia, 2016), 21-24.

²² Rachmad Syafe'i, Fiqih Muamalah, ..., 173. Dibaca juga Imam Mustofa, Fiqh Mu'amalah kontemporer, (Jakarta: Rajagrafindopersada, 2016), 200.

²³ Hendi Suhendi, Fiqih Muamalah, (Jakarta: Raja Grafindo Persada, 2016), 109.

Regarding the risk of damage to pawned goods, there are several opinions from scholars. Firstly, the Shafi'iyah and Hanabilah scholars are of the opinion that the *murtabin* does not bear the full risk of damage to the pawned goods, the risk coverage is seen from the time the pawned goods are handed over to the *murtabin* until the moment they are lost or damaged.

c. The end of the pawn contract

The pawn contract (*rahn*) ends if the following occurs:²⁴

1. *Rabin* has paid his debt in full
2. Cancellation of the contract by *Murtabin*
3. *Marhun* has been handed back to his owner
4. Damage to goods
5. Debt relief
6. Sold based on the judge's decision
7. Death of one of the *aqidain*

Gampong Community Concept

A village community is a group of people or individuals who live in a place and are interdependent with each other. A village is a legal community unit with household management based on customs, origins recognized by the central government and domiciled within a certain district area. Gampong is a term used to refer to a village among the people of Aceh. Gampong is the same as village. In Aceh, gampong society is a society dominated by old customs, including various concepts and cultural systems that can regulate human actions in social life. The concept of cooperation has been around for a very long time and has been implemented by the village community for a very long time. One of the keys to the success of village communities is working together.

There are four main elements inherent in a cooperation framework, namely the element of two or more parties, the element of social interaction, the element of cooperation and goals. If one of these three elements is not contained in an object that is mutually agreed upon, then it can be considered that there is no cooperation on that object.

Characteristics of gampong society:

1. Interactions are carried out based on public interest
2. Living side by side with nature
3. Low population density
4. The implementation of religious values tends to be stronger compared to living in the city
5. Social transformation tends to be slower

Gampong communities in maintaining their lives tend to utilize the physical and non-physical potential of the gampong.

physical potential:

²⁴ Nur Rianto, Lembaga, ..., 290. Dibaca juga Ahmad Wardi Muslich, Fiqh Muamalah, ..., 313.

1. Land, as the main force for carrying out activities and source of livelihood
2. Water, as a very fundamental source of life. Apart from meeting daily needs, water is also important for managing agricultural land in the form of irrigation
3. A good climate has a strategic role in gampong society
4. Animal husbandry, as a source of food and energy in the village
5. Human power, as initial capital to mobilize natural resources in the village

Non-physical potential:

1. Mutual cooperation, as a form of cooperation and social interaction
2. Social institutions, education and village organizations which serve as a forum for providing more intensive guidance and communication
3. Gampong government, as a source of smoothness in carrying out gampong progress

Behind the potential of the gampong community, there are still complex problems that occur, especially in relation to economic growth. Based on data from the Central Statistics Agency for 2021, Aceh still remains in first place as the poorest province on the island of Sumatra and sixth poorest nationally. Among the most basic causes are the high level of unemployment and the lack of job opportunities, economic instability and poverty.

The efforts or solutions to society's economic problems are: First, improving the quality of human resources (HR), superior human resources can transform good potential in managing natural resources. Second, capital development, village communities tend to be closed and have minimal information regarding sources of capital, as well as access to capital is very difficult because it is directly related to banks. Third, developing people's economic institutions, this is an alternative for growing the village economy, MSMEs that produce home-made products have great potential to reach a wider market.

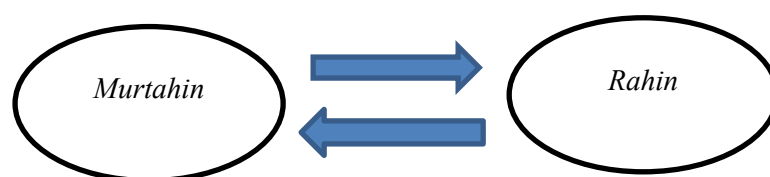
General description of Gampong Pusu Ingin Jaya

Gampong Pusu Ingin Jaya is located in Manggeng sub-district, Southwest Aceh Regency, Aceh Province. Gampong Pusu Ingin Jaya is famous for the area with the largest rice fields in Abdya, the majority of its population work as rice and field farmers. The main source of livelihood for residents relies on the harvest of paddy fields and fields which are cultivated around two to three harvests a year. The harvest is sold to agents after setting aside according to needs and lasts until the next harvest.

1. Implementation of pawning in Pusu Ingin Jaya village

The pawn contract begins with *Rahin* asking *Murtahin* for a loan with collateral, then *Murtahin* provides a loan and receives debt collateral from *Rahin*.

The following is a rice pawn scheme that occurs in the Pusu Ingin Jaya gampong community:



Meanwhile, researchers found several gaps regarding the practice of pawning rice fields that occurred in the village of Pusu Ingin Jaya. Based on the results of interviews with the community, there are problems in implementing the pawn contract, including:²⁵

- a. Share the profits from the use of collateral

The management of rice fields as collateral for the pawn is managed unilaterally by the *murtabin*, so that there is a stigma that the *murtabin* own the land during the term of the pawn contract. *Murtabin's* use of pawned collateral and the benefits they obtain from management results are sometimes not given at all from these proceeds. This happens because the *murtabin* believes that the *rabin* does not have rights to the rice field during the contract period so that the proceeds from the use of the rice field completely belong to the *murtabin*. This action is, of course, contrary to the rules and regulations that apply in the rahn contract.

- b. Pawn time

Basically, the pawn contract entered into by the parties must have a time period so as to avoid protracted pawning. This is illustrated when *Rabin* is unable to pay his debt to *Murtabin* at the agreed time. So *Murtabin* holds the collateral until *Rabin* is able to pay off his debt. This often results in conflict between the two parties and leads to prolonged use of collateral by the *murtabin*. The primary cause of problems in implementing pawning contracts is the lack of literacy and knowledge in the village community regarding the correct mechanisms and implementation related to pawning.

1. Implications of pawning for the economy of the village community

- a. Positive impact

- a) The realization of cooperation between communities
- b) Implementation of the concept of ta'awun between *rabin* and *murtabin*
- c) Source of business capital for *Rabin*
- d) *Rabin* can pay educational costs
- e) Can fulfill daily life

- b. Negative impact

- a) There is potential for conflict due to lack of literacy and knowledge regarding the rahn contract
- b) Social inequality
- c) The *murtabin's* unilateral use of rice fields resulted in the *murtabin* losing their livelihood.

Sharia economic perspective on pawn practices in Pusu Ingin Jaya gampong

In general, the implementation of pawning carried out by the Pusu Ingin Jaya gampong community is in accordance with applicable regulations, however there are certain parts where the suitability of Islamic teachings is still questionable. For example, in terms of sighat contract terms, referring to Q.S Al-Baqarah verses 282-283, when someone enters into a contract, they must be accompanied by witnesses and written evidence, making it easier for the *aqidain* to resolve problems that occur in the future.

Then, excessive use of pawned goods by *murtabin*. There is no difference of opinion among the *ulama* regarding the use of pawned goods by *murtabin*. Can be used if you get permission from *Rabin*. The

²⁵ Wawancara dengan *rabin* dan *murtabin* pada tanggal 5 Mei 2024 di Pusu Ingin Jaya

concept of ta'awun and the principles of al-adl have not been fulfilled significantly in the practice of gala umong in the village of Pusu Ingin Jaya. In fact, theoretically, the purpose and ethics of muamalah are to achieve Allah's approval, build trust, help others, and avoid causing harm. So, ignoring what has been taught in Surah Al-Maidah verse 2 goes against the true Islamic economic perspective. Economic activities should be based on the principle of ta'awun or mutual help.

D. CONCLUSION

Economic factors are the main reason for the occurrence of gala umong among the Pusu Ingin Jaya village community. This practical and short process is a solution for people who need money for various life needs without having to worry about losing the items used as collateral. Because after the debt is paid off, the collateral will also be returned to its owner. The research results show that gala umong has both positive and negative impacts on gampong communities. The positive impact of the gala umong for rahin can be to use a certain amount of money from the murtahin to finance education, business capital, and fulfill daily living needs. The negative impact of gala umong can lead to the closure of rahin's livelihood because the rice fields guaranteed to the murtahin cannot be managed, resulting in social inequality. In terms of sharia economics, the implementation of gala umong practices among the Pusu Ingin Jaya gampong community has not been categorized as complying with and adhering to the principle of mutual help, this is characterized by the unilateral use of rice fields by the *murtahin* without any profit sharing to the *rahin*. Then, In the implementation of the pawn contract, the elements of written evidence and witnesses must be fulfilled to prevent potential conflicts in the future. In the case of collateral, *Murtahin* gets multiple profits during the agreement period, starting from the return of debt by *Rahin* and the results from managing the rice fields for a very long time.

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