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ARTICLE

Navigating Sharia and Institutional Conflict: The Case of Land Pawning Practices in Aceh

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Abstract

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Navigating Sharia and Institutional Conflict: The Case of Land Pawning Practices in Aceh. (2024). Jurnal Sosiologi Reflektif, 18(2). https:// doi.org/10.14421/pnqn 4a91 Sharia-based pawning practices in Aceh have long served as an important system for managing communal assets and fostering social cohesion. However, recent challenges, such as declining trust, rising gold prices, and misinterpretations of Sharia principles, have jeopardized the sustainability of this system. This study aims to explore the social, economic, and cultural dynamics that contribute to conflicts within Aceh's pawning system, with a focus on how stakeholders address and resolve these conflicts. Employing a Participatory Action Research (PAR) approach, the study gathered data through literature reviews, interviews, and participant observation, involving local authorities, religious leaders, and community members. The research investigates how institutional logics-religious, cultural, and economic-shape conflict resolution strategies in the community. The findings indicate that while economic pressures and misapplications of Sharia principles drive these conflicts, successful resolution depends heavily on cooperation among stakeholders. The community's role as mediator is critical in ensuring transparency, trust, and fairness. The study concludes that achieving a balance between Sharia compliance and local socio-economic realities is key to fostering sustainable reforms and ensuring the long-term stability of the pawning system in Aceh.

Keywords: Sharia-Based Pawning; Conflict Resolution; Participatory Action Research (PAR); Socio-Economic Dynamics

Praktik gadai berbasis syariah di Aceh telah lama menjadi sistem penting dalam pengelolaan aset komunal dan memperkuat ikatan sosial. Namun, tantangan baru seperti erosi kepercayaan, kenaikan harga emas, dan penerapan yang salah dalam prinsip syariah telah mengancam keberlanjutannya. Penelitian ini bertujuan untuk mengkaji dinamika sosial, ekonomi, dan budaya yang berkontribusi terhadap konflik dalam sistem gadai di Aceh, dengan fokus pada cara para pemangku kepentingan menyelesaikan konflik tersebut. Penelitian ini menggunakan pendekatan Participatory Action Research (PAR) dengan mengumpulkan data melalui tinjauan literatur, wawancara, dan observasi partisipatif, melibatkan otoritas lokal, pemuka agama, dan anggota masyarakat. Studi ini mengeksplorasi bagaimana logika institusional – agama, budaya, dan ekonomi – membentuk strategi penyelesaian konflik di dalam komunitas. Hasil penelitian menunjukkan bahwa meskipun konflik dipicu oleh tekanan ekonomi dan penerapan yang salah prinsip syariah, penyelesaian yang efektif justru sangat bergantung pada kerja sama antara pemangku kepentingan. Peran komunitas sebagai mediator sangat penting dalam menjaga transparansi, kepercayaan, dan keadilan. Penelitian ini menyimpulkan bahwa keseimbangan antara kepatuhan terhadap syariah dengan realitas sosial-ekonomi lokal adalah kunci untuk menciptakan reformasi yang berkelanjutan dan memastikan kelangsungan jangka panjang dari sistem gadai di Aceh.

A. INTRODUCTION

The traditional practice of pawning in Aceh has long been a central mechanism for communal asset management, fostering social cohesion and economic resilience. Historically, assets such as rice fields were pawned using gold as collateral, underscoring the cultural and religious significance of gold in the Acehnese community. These practices were built on principles of trust, reciprocity, and mutual support, reflecting the deep social bonds within Acehnese society. However, in recent years, this system has faced significant challenges. Erosion of trust, manifesting in fraudulent agreements, has become a growing concern, reflecting broader anxieties about financial misconduct. Additionally, the rising price of gold relative to the Indonesian rupiah has made it increasingly difficult for individuals to redeem their pawned assets, further threatening the sustainability of the system.

This research focuses on the sociological dimensions of these challenges, particularly within the context of Sharia-compliant pawning practices. While much of the existing literature examines the legal frameworks of Sharia law, this study moves beyond legal considerations to explore the social dynamics, power structures, and cultural interpretations that shape these practices. Specifically, it examines the roles of actors and stakeholders involved in conflict resolution within the community. The research highlights how declining trust, economic pressures, and misinterpretations of Sharia principles contribute to tensions, and how local actors attempt to navigate and resolve these conflicts.

Utilizing a participatory action research (PAR) approach, this study employs qualitative methods such as literature reviews and interviews to investigate how stakeholders in Gampong Bungie, Aceh, perceive and address conflicts surrounding Sharia-compliant pawning practices. By engaging the community in the research process, the study emphasizes the role of social interactions, cultural understandings, and power relations in shaping conflict resolution strategies. The participatory nature of this research not only sheds light on how conflicts are navigated but also empowers stakeholders to drive potential structural reforms in Acehnese communal asset management

B. METHODOLOGY

This study employed a Participatory Action Research (PAR) approach to engage with the community, facilitating interaction and learning that aligns with the community's needs (Burns et al. 2022; Fawcett and Pockett 2021). PAR aimed to build social and communal capacity, encouraging academics to take on the role of collaborators in social engineering efforts (Burns et al. 2022; Fawcett and Pockett 2021). The PAR process followed clinical steps, including (1) Planning, which involved identifying the problem and developing a theoretical framework, (2) Action, which focused on implementing solutions, and (3) Reflection, where outcomes were reviewed and future actions were planned in cycles (Burns et al. 2022; Razzante et al. 2023). As such, PAR is action-oriented, fostering positive social engineering outcomes.

The study beneficiaries were divided into two categories: (1) Local authorities, including the village chief, Imam, and community scholars, and (2) The two parties involved in the pawning system (the pawnbroker and the borrower). The researcher engaged in participant observation, immersing themselves in the assembly meetings that aimed to resolve controversies, including disputes over agreements and potential conflicts (Boyce and Associates 2006; Obaid et al. 2023). To collect data, semistructured interviews were conducted with these beneficiaries (Mayssara 2019).

Theoretical Framework

The study integrated the reflection from the PAR process with the theoretical framework of institutional logics, drawing on principles from Islamic studies, including faith, morality, and community (Altman, Nagle, and Tushman 2019; Taylor and Kahlke 2017). This framework examined community behavior and practices that adhere to Sharia law, guiding local authorities in resolving controversies and contributing to structural reforms and social engineering (Altman et al. 2019; Taylor and Kahlke 2017). The institutional logics analysis focused on four aspects: (1) Perception of controversies, (2) Shaping of practice systems, (3) Contribution to resolution and structural reform, and (4) Community empowerment and decision-making (Milosevic, Bass, and Schulte 2023; Quero and Mele 2023).

The researcher ensured informed consent for interviews and participant observation. Beneficiaries were informed of their right to voluntarily participate, and their privacy was respected throughout the study. Additionally, confidentiality and anonymity were strictly maintained. Pseudonyms or participant codes were used in reporting and analysis to protect anonymity.

C. RESULT AND DISCUSSION

The finding illustrated a diverse perspective among stakeholders regarding the controversies surrounding pawning practices insurance in the community. The researcher developed the finding by considering research questions that focus (1). The perceptions of controversies surrounding pawning practices insurance, and (2). The reflection of institutional logics framework within society construction and resolving controversies.

1. The Perceptions of Controversies Surrounding Pawning Practices Insurance

The participant observation involved the researcher becoming an active and visible presence within the community, embedded himself in the context under study. The practice involved both party, one party owns a productive rice field ready for planting but requires a certain amount of gold (*Mayams*) for various purposes (Effendi 2016; Subekan 2020; Subekti 2021).





Source: (Mahfuzh 2019)

The rice field is then pawned to the second party, who possesses surplus funds. An agreement is reached when both parties willingly commit to the *gala (pawning/rahn)* process (Effendi 2016; Subekan 2020). Within the community, the *Gampong Bungie Mesjid*, instead the agreement between the two party, the local authority also supports with keep the agreement record of the village office. Moreover, in accordance with this practice, the Pawnee (*murtahin*) personally cultivates the pledged rice field, entitling the entire harvest to the Pawnee (*murtahin*). During the period when the rice field is under Pawnee's (*murtahin*) control, both the right to cultivate and the plant reside with the Pawnee (*murtahin*). This *Gala* Umong practice offers advantages to Pawnee (*murtahin*), as it generates profits greater than the debt borrowed (*rahin*). These issues have consequences for changes in the income of farmers, particularly from the perspective of Pawn/Rahn, who

derives income from rice field cultivation. This contract shall involve only two parties or may also include other witnesses. Typically, within society, the pawning practices of *Gala* Umong are carried out between two parties with a familial relationship, obviating the need for additional witnesses. However, nowadays, these practices are also practiced between unrelated individuals, leading to the introduction of written contracts to ensure the smooth execution of the *gala* (*pawning/rahn*) procedure and prevent disputes.

The interview results projected the reason why the community urges to use as the payment standard: the participant, head of village, mentioned economic problems as a common problem that causes breach of contract in land pawning agreements within the community. For instance, from the interview finding, there are three cases which occurred within the community.

a) The first case, one of the respondents, Mrs. M, stated that the party receiving the pawn had received the pawn from Mrs. A (the pawn giver), also the respondent of the study, by giving him eight (eight) gold *mayams*. Furthermore, the pawn giver gave paddy fields to be managed by Mrs. M, the pawn agreement they made between the two parties without presenting witnesses, and not applying a time period for the pledge made by both parties. Furthermore, after a period of 2 (two) years since the pawn agreement of the paddy field was carried out, the pawnbroker requested an addition to the agreed price. The beginning involves asking for an additional 2 (two) gold mayams. However, because the pawnbroker is unable to increase the pawnbroker, he remortgages paddy fields that have been mortgaged to another party without the knowledge of the first party. This is clearly contrary to the provisions of customary law, which states that

paddy fields that have been mortgaged cannot be re-mortgaged (second time) before making a redemption in advance of the paddy fields that have been mortgaged, because this is detrimental to the first party as the recipient of the pawn. Both parties were agreeing to resolve the sum before taking another agreement, yet, the local authority taking charge to participate, even though, there is no disagreement and misconduct for the agreement between these two respondents. In addition, Mrs. M gave respond about her intention to be re-mortgaged because she need money to his household, and she was aware about the customary law on the society, it is considered as humiliation to ignore the law, and decided not to do. Thus, the first case also got supervised by the local authority, which they claim for the agreement that occurred within their jurisdiction should be administered.

b) The second case, the Pawnee prefer to borrow money more quickly by pawning rice fields as an alternative way. The problem is the practice of pawning the fields where the owner of the fields cultivates the fields with his own seeds and borrows 25,000,000 in money by promising five harvests, and the results in each harvest are divided into three means: for example, the yield from the field is 15 sacks, the yield is divided into three, and the owner of the rice field gets 10 while the pawnbroker gets five sacks, whether the rice is good or the crop fails with a half hectare of rice field. Payable agreements were classified as special. The agreement made by the pawning of rice fields was carried out in writing, as was done by Mr. Jun and Mrs. As. Where is Mrs. As mortgaged his rice fields to Mr. Jun's area is half a hectare, with a loan of 25,000,000 with a period of 5 times the rice harvest, but because Mr. Jun is not good at cultivating the rice fields, the rice fields are handed over to Mrs. As the owner of the rice field, during the pawn period Mr. Jun sometimes did not get any harvest results from the rice field. As begins to be dishonest with the pawnbroker or breaks his promise to Mr. Jun, what he promised was not in accordance with what was promised. The community's initial efforts to settle the pawning of rice fields in the village involved family deliberations. When they could not find common ground, a deliberation was held with the village government. accordingly, in this case, it was completed at the village meeting stage, when religious leaders were invited. The case took several discussions among these beneficiaries to settle the agreement, that Mrs. As make agreement to recover the amount that she missed to pay which settling her loan. Therefore, the local authority insisted to record the agreement which will preserve the society.

c) The last case was the pawn agreement which was committed out of official village record, had proceed through years, and recently resurfaced because the disagreement between the family of pawn and pawn agent. The pawn agreement of paddy field land was carried out by two of them without involving witnesses, either the village head or village leaders, because the pawn was carried out on the basis of a sense of trust with others, especially if the pawn was usually made with the closest relatives. The paddy field mortgage agreement between the two parties eventually changed throughout the agreement. This is because the pawnbroker asks for 3 (three) additions to the mortgaged paddy field so that the total mortgage price for paddy fields becomes 10 (ten) mayams from the initial agreement of 3 (three) mayams. The next problem occurred when the pawnbroker made a redemption of the paddy field that was pawned, but it was not in accordance with the initial agreement; the pawnbroker did not redeem the 10 (ten) mayams gold that the two agreed upon, but gave an amount of money that was not in accordance with the price of gold in effect at the time the land was redeemed. concerning the pawning agreement of paddy fields, namely, regarding redemption. The paddy field mortgage agreement that has occurred for 2 (two) years using the same price as gold in the past 2 (two) years. The pawn collateral given is three gold mayams, the gold is sold by the collateral recipient, and the money from the sale of gold is handed over to the pawn giver in accordance with the initial agreement that has been made. According to the pawn recipient, the pawn was made with the party who had now died, which in this case is the heir. In this case, the child wanted to redemption his parents' paddy fields by returning a predetermined price at the time the initial agreement was implemented, which is contrary to the provisions of customary law, which states that the redemption of pawned paddy fields must keep up with the times.

The perceptions of controversies surrounding pawning practices insurance raised the deliberation which is delivered throughout community assembly that initiate to meet the local authority and pawn agreement party. This joint decision-making process that is agreed upon to solve a problem. The gathering to discuss the decision affects the interests of many people or the wider community. In customary law, the settlement of defaults in pawn agreements on paddy fields in this village must first be carried out through deliberation for consensus in a family manner. If the family deliberation is unable to resolve the problem, the party experiencing the default can submit a request to the village chief (*keuchik gampong*) to hold village deliberation.

2. The Reflection of Institutional Logics Framework Within Society Construction and Resolving Controversies

The researcher employed the institutional logics framework to uncover a dynamic interplay between different logics and their impact on societal construction and controversy resolution within the Aceh community. Throughout the study, the researcher discovered several logics' frameworks that employed to illustrate the social construct within the pawning which actually violate the Islamic sharia regulation for the pawn practice.

a. The Religious Institutional Logic

The religious institutional logic deeply influences societal norms and practices regarding pawning practices insurance. Addressing the pawn issues, Subekan et.al, and Junaidi et.al reflected on it substantive practices, which is helping in need by having the asset as the collateral, which is elevate the mutual trust between the party in agreement (Junaidi and Hidayati 2021; Subekan 2020). The scholars stated the origin of pawning regulation in Islam, stated that the pawn agent should not take advance from the collateral, however, the practice was allowed which should have stated in the former agreement (Iqbal and . 2017; Junaidi and Hidayati 2021; Subekan 2020). Moreover, considering the above cases, both parties were agreeing to let the pawn agent in taking advantages, as the rice fields become the temporary property of the pawn recipient (*murtahin*) after they are mortgaged to the pawn recipient (*murtahin*) (Safrizal 2016). Hence, the Shafi'i school of thought holds a contrary stance towards such a pawn model, disallowing individuals who receive mortgages (al-murtahin) to make use of the pawned goods (al-marhun) (Jonwari and Faiz Zainuddin 2020). This perspective aligns with the consensus among scholars, except for the Hanbali school, which also maintains that it is impermissible for murtahin to utilize pawned goods in any manner. The next profound examination of pawned goods within the context of Islamic economics reveals their significant philosophical and sociological implications (Mahfuzh 2019; Safrizal 2016). Firstly, pawned goods serve as a means to secure and affirm the trustworthiness of the pawnbroker (M and Khalid 2020). Consequently, the debtor is more inclined to provide a certain amount of money to those in need, knowing that collateral is in place. If the pawnbroker is perceived as exceedingly reliable and there are no doubts concerning the fulfillment of the debt in accordance with the agreement, collateral may become unnecessary. Secondly, actually, the debt, a fundamental element of pawnshops, functions as a medium for assisting others without the expectation of deriving profit from lending (Salman et al. 2023). Therefore, this religious institutional logic discovered the principle that prohibits creditors from imposing additional charges that could lead to usurious practices.

The practice of Sharia-compliant pawning practices within Aceh, a potential conflict arises from the interplay between formal legal aspects and customary practices. Traditionally, the "gala" system emphasizes the pawnbroker (gala recipient) retaining the pawned object, often land or vehicles. This aligns with the ideal Sharia concept where the pawned good remains with the creditor. However, the concept of formal legal aspects, such as deeds and ownership titles, introduces a layer of complexity. National regulations, like Law No. 56 of 1960, dictate specific redemption periods for pawned agricultural land. For instance, ownership might transfer to the pawnbroker if the land remains unredeemed for more than seven years. This clashes with the "gala" concept and core Sharia principles, which emphasize returning the pawned object upon repayment, regardless of the elapsed time. The excerpt provided highlights specific conditions outlined in regulations to address this conflict; (1). Land Pawned Over Seven Years: If the land remains unredeemed for more than seven years at the time the regulation was enacted, it must be returned to the owner within one month after harvest, without requiring additional redemption fees, and (2). Land Pawned Less Than Seven Years: Landowners can reclaim their land after harvest by paying a predetermined redemption fee and following specific deadlines. After seven years, the land must be returned without any redemption requirement. These conditions attempt to find a middle ground by prioritizing land return – even after seven years – while balancing interests through redemption fees within a shorter timeframe. However, this approach doesn't fully resolve the Some argue that any set deadline for land redemption conflict. contradicts the fundamental Sharia principle of returning the pawned object upon repayment, regardless of time. This conflict necessitates further exploration of how to ensure both Sharia compliance and fair treatment for all parties involved in Sharia-compliant pawning practices. This research delves into these dynamics to identify potential solutions that reconcile these competing logics and contribute to a more sustainable and equitable pawning system within the Acehnese community. In conclusion, the tension between formal legal requirements and customary practices related to pawning periods in Aceh exemplifies the complex interplay of institutional logics in this domain.

b. Economic Institutional Logic

The economic institutional logic is reflected in the financial considerations underpinning pawning practices insurance. The concept of economic institutional logic, the practices of the Acehnese people are firmly rooted in Islamic values (Fadhilah et al. 2021). This is evident in the pawning practice, which is a form of partnership between the two parties. The practices relationship is characterized by transparency and clarity, which helps to prevent fraudulent activities and usury. The community should continue to promote the pawning system and extend

its application to other sectors, such as trade, and fisheries (Fadhilah et al. 2021). The pawning practice is another economic practice that is rooted in Islamic values. However, the Acehnese people often misunderstand the *gala* concept, which can lead to usurious practices (Maisara Ulfa 2019). Scholars have prohibited pledge recipients from exploiting pawned goods, as the original concept of pawning (*rahn*) was rooted in mutual assistance rather than pledging or fertilizing assets. Advising the above cases, it is recommended that pawned objects should no longer serve as collateral.

c. Cultural Institutional Logic, Integration and Resolution

The cultural institutional logic, deeply rooted in local traditions, shapes the manner in which pawning practices insurance is conducted. The communal nature of transactions reflects this logic, emphasizing trust and reciprocity among participants as the member of community (Fajri et al. 2017). The cultural institutional logic pivots the cases within gathering the authority and parties. Moreover, In the diverse tapestry of cultural and religious values that adorn Aceh, Indonesia, cultural institutional logic is a defining force (Chwialkowska et al. 2023; Rahman 2022). This logic shapes local norms and practices, and when controversies arise, it also plays a pivotal role in their resolution. One of the remarkable facets of Aceh's cultural institutional logic is the emphasis on community assemblies. These assemblies are where local authorities and pawn parties convene to discuss, deliberate, and find resolutions (Miranda and M.Adli 2020). The logics concerned the community cultural heritage is underpinned by values of trust, reciprocity, and mutual assistance (Milosevic et al. 2023). These values have nurtured a practice known as pawning practices insurance, where individuals utilize their assets as collateral to obtain loans, relying on the community's sense of trust and shared responsibility (Taylor and Kahlke 2017). Thus, cultural institutional logic in Aceh dictates that such transactions should be transparent, fair, and respectful of both parties' interests.

Within the Community assemblies, locally referred to as gathering which hold in the community. The gatherings serve as platforms for communal discussions, conflict resolution, and decision-making (Fajri et al. 2017; Miranda and M.Adli 2020). In the context of pawning practices insurance, they serve several critical functions; (1). Facilitating Dialogue, Community assemblies provide a neutral ground for dialogue between local authorities, such as village chiefs and Imams, and the pawn parties involved. These discussions allow for a deeper understanding of the issues at hand and the cultural nuances that underpin them (2). Conflict resolution, controversies and disputes often arise in pawning practices insurance, whether due to disagreements over collateral valuation or issues related to loan redemption. Community assemblies offer a structured framework for resolving these disputes, drawing upon cultural norms and values to find equitable solutions. (3). Preserving cultural integrity, the assemblies uphold the integrity of Acehnese cultural values. They ensure that pawning practices insurance remains rooted in the principles of trust, reciprocity, and mutual assistance, preventing deviations from cultural norms. (4). The integration of institutional logics, the assemblies act as forums for the integration of various institutional logics, including religious and economic. They harmonize these logics within the cultural framework, promoting ethical and fair pawning practices that adhere to Islamic principles while accommodating economic realities.

The conflicts arise within Aceh's Sharia-compliant pawning system due to declining trust, economic issues, and potential misinterpretations of Sharia principles. Resolving these conflicts requires collaboration from various stakeholders. Beneficiaries, directly impacted by the process, offer

valuable insights into potential exploitation or misinterpretations. Local authorities, including village chiefs, mediate disputes and uphold regulations. Religious leaders (Imams) provide guidance on Sharia interpretations related to pawning. Pawnbrokers, key players, have a responsibility to uphold ethical practices and comply with Sharia regulations. Finally, respected community elders act as mediators, fostering trust and encouraging peaceful resolutions based on customary practices aligned with Sharia principles. By working together, these stakeholders can create a more robust and equitable conflict resolution process, ensuring a sustainable system for the Acehnese community. The emphasis on transparency, fairness, and trust aligns with religious and cultural values. Additionally, the open dialogue fosters economic fairness, ensuring that the interests of both the pawnbroker and the pawn recipient are acknowledged. Through this integration, resolutions are crafted that honor Aceh's cultural institutional logic while addressing the complexities of contemporary economic challenges. The participatory action research (PAR) approach empowers the community to actively engage in this integration, and ensures a holistic approach to controversy resolution and reform implementation.

D. CONCLUSION

In conclusion, while Aceh's traditional Sharia-compliant pawning system has historically strengthened social cohesion and economic resilience, it now faces challenges due to declining trust, rising gold prices, and misapplications of Sharia principles. This study, using a Participatory Action Research (PAR) approach, examined the role of social dynamics and power structures in conflict resolution, involving stakeholders such as local authorities, religious leaders, and community members. The research underscores that resolving disputes within this system requires balancing Sharia compliance with local socio-economic realities. Community assemblies serve as vital mediators, ensuring transparency and trust.

However, this study is limited by its focus on a single region and its reliance on qualitative data, which may not fully capture the broader complexities across different communities. Future research should explore quantitative measures of conflict resolution effectiveness and expand to other regions to better understand the applicability of these findings. Additionally, further investigation into how technological advancements might improve trust and transparency in the pawning system is needed.

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