

Pawn Agricultural Land (boroh) as Debt Guarantee in the Legal Perspective of Mu'amalah Fiqh in Sibio-bio village, East Angkola District, South Tapanuli

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Abstract

The practice of boro (pawning agricultural land) has been a long-standing tradition in Si bio-bio village which is detrimental to one of the parties, namely the pawnbroker, but it is still being carried out. Seeing this phenomenon requires an in-depth study of the legal aspects of muamalah fiqh. This article is a qualitative descriptive study to reveal the practice of pawning agricultural land (boroh) in the village of Sibio-bio which is then studied in Sharia law. Data collection techniques using observation techniques, interviews, and document studies. While the data analysis technique uses data triangulation, namely data collection, classification, and verification (drawing conclusions). The results of this study indicate that the pawning of agricultural land (boroh) was carried out by the people of Sibio-bio village due to the lack of a strong desire to save. The money obtained from pawning agricultural land is used for several needs such as building a house, children's education costs, child marriage costs, business capital, and buying vehicles. Regarding the legal status of pawning agricultural land (boroh) in the village of Sibio-bio, the clerics differed on the use of pawned goods (marhun), the Syafi'iyah explained that murtahin could use them, Malikiyah said murtahin could not control them, hanbilah clerics and Hanafiyah allowed it with Rahin's permission. The conclusion of this study is that pawning agricultural land is an act that is permitted, and the use of this land may be controlled by murtahin with permission from Rahin, and of course, it must be stated when the pawn agreement takes place.

Keywords: Agricultural land, Pawn, Sharia law



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INTRODUCTION

Social life is a life in which there are muamalah activities in the form of habits and sometimes escape the study of Islamic law. The occurrence of these activities may be the result of a habit that is done by most people. Of course, these activities are still being carried out because they feel maslahah because in principle muamalah brings goodness (Habibullah, 2018). The process of pawning (boroh) land, for example, is one of the habits carried out by the people of East Angkola in the practice of borrowing and borrowing money. A community member borrowing money from another community member must have a guarantee submitted to the owner of the money in the form of land and the land is controlled and utilized by the lender within a certain period. The lender, after providing loans to others with agricultural land as

collateral, then benefits from the collateral land freely without giving any compensation to the landowner. The proceeds obtained from the land as collateral for the debt belong to the debtor. In essence, the lender is free to use it in various ways so that in addition to getting the money back after maturity, it will also benefit from processing the land. Even sadder, if those who have the debt have not been able to pay it off, they will continue to process and take benefits without confirming the debt agreement.

Boroh comes from the Angkola Batak language which means pawn agricultural land. In practice, someone gives a piece of land to someone else as collateral for a debt. The meaning of the word boroh in the Angkola Batak area is mangalehen (to give), and boroh means "to give" as a debt guarantee. In historical review, it is difficult to find it because this practice has become a habit in the Angkola area, and it is not known who started it. It's just that it can be concluded that this is a kind of lending money with collateral, then the collateral is taken advantage of by the lender. The Angkola area is the South Tapanuli area after being divided into several regencies, namely Mandailing Natal, Padanglawas, North Padanglawas, and South Tapanuli regencies. From this district, Angkola is now South Tapanuli Regency.

Boro in terms of Islamic law is called rahn (رهن). Pawn comes from Arabic, namely rahn (رهن-يرهن-رهنًا) which means to suspend, in the Arabic dictionary the word rahn is (رهن-يرهن-رهنًا) guarantee or borg (Adib Bisri Munawwir AF, 1999, p. 274). According to Sayyid Sabiq Rahn, it means being trapped or entangled. Rahn's study is included in muamalah fiqh with the word borrowing and borrowing as collateral for the debt. The term rahn in daily practice is the same as a pawn (Hendi Suhendi, 2002, p. 105). The word rahn comes from Arabic which means al-tsubut and ad-Dawan (permanent). Another opinion says that rahn with means of being trapped or entangled is also interpreted as permanent, eternal, and guaranteed. The term Rahn introduced by Wahbah Zuhaili means something silent, calm, and does not flow (Wahbah Az-Zuhaili, 2011). Imam Taqiyyuddin Abu Bakr Al-Husaini defines that rahn as a contract (agreement) of debts by making marhun a trust (reinforcement) marhun bih and murtahin has the right to sell the pawned goods when he demands his rights (Sutedi, 2011, p. 20).). Rahn in the view of Hanafi scholars is assets or valuables as collateral for debts that allow for payment of receivables in whole or in part. A. A Basyir explained that rahn is an agreement made by someone by holding an item as collateral for a debt or making an object of value according to the view of syara' as a debt-dependent in part or part (A.A. Basyir, 1983, p. 50).

In practice, there are still many that are not by the principles of Sharia law, so there is still a need to do a lot of research to explain the problems that exist in society, both in the general environment and in official pawnshops (Setiawan, 2020). They argue that delivery does not have to be in cash, which is important by applicable law. For example, if two people pledge with land collateral, it is enough to just provide the certificate. Rahn is something mutamawwal (in the form of assets that have value) that is made by the owner and made as watsiqoh (collateral) debt that is usually binding. This means that the contract that is carried out is to take an asset in the form of ain (concrete assets) in the form of land, houses, livestock, and other useful goods whose benefits are calculated in the debt (Ibn Qudamah, 2009, p. 24).

The practice of pawning is usually because the landowner has an urgent need but does not want to sell the land. Usually, the urgent needs are for the cost of marriage, education, building a house, and sometimes just for daily needs and even running for village head. In other studies, it is mentioned sometimes for business capital needs and paying school fees or other

needs. Hekmatyar explained that the pawning of agricultural land was based on basic needs which included educational needs and other urgent needs (Hekmatyar & Nugroho, 2018). Conceptually and in practice, the lender, and the recipient in carrying out this pawn transaction happily take place because it is considered normal in their environment. There has been no social misunderstanding in the community that has led to disputes. Sometimes the land is controlled for generations because the landowner has not been able to return the money. If the owner is not able to return it, then the land is sold to the creditor at the market price but only adds to the rest of the debt or someone else. After borrowing money by mortgaging land, sometimes the borrower no longer owns the land and ends up working odd jobs, even though if he manages the land, he may get as much money as he borrowed and be able to pay off the debt.

From the practice of pawning (boroh) above, of course, the borrower will get double the loss because, in addition to the obligation to pay it off, he can no longer benefit from the land. This means that already poor will lead to new poverty, and vice versa for lenders besides the money being returned intact, later they will also benefit from the use of the land so that the rich get richer. It is simply understood that this practice has tyrannical behavior among members of the community from the lender to the borrower, but because it has become a habit of tyranny like this it is not considered tyranny. In this practice, what becomes very sad is that after the land is drilled, the landowner is then hired by the lender on the land. Logically, if someone borrows money from someone else, he only provides collateral in the form of land, and he still takes advantage of the land. In practice, the lender usually only controls the ownership of the land in the form of a letter worth the money without taking any benefits from it because the land is only a guarantee that the borrower will pay off the debt, and if he cannot pay it off, the land will be confiscated and sold to pay off the debt. according to the agreement. Islam teaches in Sharia pawnshops that when an item is pawned, the murtahin cannot use it unless permission is given by the rahin (Misno, 2018).

This problem arises in the community due to a lack of understanding of the actual practice of pawning in the conception of muamalah law in Islam which is not detrimental to both parties. This Boro practice in Islamic law is known as rahn, namely withholding guarantees from those who borrow debts by lenders which are equivalent to the debt or half as a guarantee that the debt will be repaid at a time that has been determined by Islamic law. The practice of borrowing using pawning goods (marhum) as collateral for the mortgage (marhum bih) in the study of muamalah is a sharia pawn where the lender based on a pledge has the right to hold until all obligations can be paid off. The clarity of this boroh is not visible whether it is borrowing or pawning so that in determining Islamic law it becomes clearer. Some areas in South Tapanuli have become habits and are considered legally valid because they have become traditions that are passed down from generation to generation. This practice is also possible to do in various areas in TABAGSEL, but the fact that the author met directly in South Tapanuli Regency, precisely in the East Angkola sub-district. This sub-district is one of the twelve sub-districts in South Tapanuli that do a lot of boroh. A lot of people's land is being wasted and can't be taken advantage of by them. All benefits are controlled by the lender whose profits are multiplied and even exceed the value of the money lent.

There are several studies related to land pawning including land pawning in Aceh known as gala (pawning agricultural land) which is carried out using customary law and causes many disputes because it takes advantage of the mortgaged land over the pawned money received by

the owner (Miranda & M. Adli, 2020). Penelitian pada suku Sasak *Boro* dinamakan *nyandak* pada yaitu menggarap tanah orang lain dengan akad *qord* dengan dua model transaksi untuk melegalkannya yaitu izin menggarap kepada pemilik dan *bay al-wafa* merupakan transaksi memenuhi hajat dengan dalil *dharura ammah wa khashah* (Musawwar, 2018). Research on the Boro Sasak tribe is called *nyandak pada*, namely working on other people's land with a *qord* contract with two transaction models to legalize it, namely the permit to work on the owner and *bay al-wafa* which is a transaction to fulfill one's needs with the argument *dharura ammah wa hashashah* (Kusuma et al., 2020). Local wisdom in mortgaging land in West Sumatra is also implemented with the model of customary law and tradition following the Sharia concept with the principle of equality (Adhim et al., 2019). The practice of pawning agricultural land like this is what happened in Maros, South Sulawesi, where after the land is handed over as collateral for the debt, the land is controlled by the debtor (A. Hawariah et al., 2021). From the various studies above, this research focuses on aspects of debt practices guaranteed by agricultural land with a unique principle between debt and mortgage with *boroh* contracts.

RESEARCH METHODS

This type of article is qualitative to describe *boroh* in the form of a land mortgage with the principle of debts to the Sibio-bio village community. The people in this village have low education and very little understanding of Islam. Research data was collected using interview techniques with borrowers (pawnbrokers), creditors, and village heads as agreement makers related to the practice of *boroh* or witnesses at the time of the transaction and the use of land used as collateral. Then the observation was carried out on the activities of the contract between the two and on the agricultural land that was mortgaged. The documents collected are agreement letters or agricultural land contracts as a guide for both.

The data analysis technique was carried out using the Miles and Huberman (1992) analysis model, namely: Data reduction, namely after the data is obtained, then the data is reduced to describe the *boroh* procession and the use of the land which can clearly describe the data which can make it easier for researchers to describe *boroh* practices and *fiqh* review of it. Then reduction is carried out from the data which is directed to answer the problem in this article, namely summarizing, and choosing things that are included in *boroh* practice and which parts are included which have implications for *mua'malah fiqh*. After this process is carried out, it will make it easier for researchers to get answers qualitatively. Display data, namely the presentation of data by describing the data qualitatively solid and clear in the form of charts, relationships between categories, and so on. Verification, namely confirmation to informants about temporary conclusions which are then analyzed again and concluded. The conclusion of this study is new research finding that has never existed before. Research findings will be presented in a descriptive manner that can describe an object that was previously unclear to be understood easily.

RESULTS AND DISCUSSION

After conducting research by carefully collecting data, it can be analyzed and found that the practice of pawning land (*boro*) is collateral for debts in East Angola District, South Tapanuli Regency. which came suddenly, this means that the habit of saving is very lacking in this village. Weakness in managing family finances is possible due to inadequate public

education factors so they are unable to determine a good lifestyle. Risnawati said that the level of education has a significant relationship with a person's lifestyle because it will influence consumptive behavior in his life (Risnawati et al., 2018). Education affects lifestyle and modern behavior does not affect consumptive culture. Their low education results in being unable to manage the family economy so that many needs that require large costs cannot be met. Socio-economic has a relationship with welfare that is certain because income affects welfare (Hanum & Safuridar, 2018).

The motivation of the community to pawn land in Sibio-bio village is essentially for reasons not to fulfill basic daily needs such as food needs, but rather to the needs of which the amount of funds required is relatively large. Among these needs such as building a house. Building a house here is not only to build their own house, but they want to build their child in a city that does not have a small amount of funds. Children ask parents to borrow money from other people to cover the cost of building a house and when the child has money after trying, he will pay it. So, the quickest solution besides borrowing from the bank is to pawn it (boro) to someone else. There is no other solution that can be taken because the house is a basic need so urban people are willing to live in flats because they do not have the funds to build. The fact is that people who live in flats are low-income people (Febrita, 2016).

Seeing the cost of a wedding that requires a lot of funds sometimes parents do not have the money to carry it out. Marrying children here doesn't look just because it's a boy, but also a girl. When the child is a boy, of course, he needs a lot of funds to meet the needs of the dowry (boli) or delivery money to the bride. The number of boli in the Tabagsel area is not cheap, so it creates difficulties for young people who want to get married. Sometimes these balls amount to 100 million rupiahs or more. Likewise, girls who want to get married also need quite a lot of funds, because even though the groom has given a boli, sometimes it is still lacking so it requires additional funds because the parents want to give the best to their child by holding a festive and luxurious party. In various regions, many traditions can hinder marriage because they are bound by customs that require the same large costs as boli, such as honest money to the banjar community (Muzainah & Hafidzi, 2019), the obligation of walimah al-urs (Sofyan, 2019), and noken. in Papua (Marit, 2018).

Buying vehicles for various purposes is also a motivation for people to pawn their land. One side of the need for this vehicle is for children to use to carry out education. For example, in one house there are two or three children who go to school, so to reduce costs, two-wheeled vehicles are the solution. If the necessities of life must be fulfilled, one should be able to manage finances so that when a vehicle is needed for certain needs it can be fulfilled because this is one of the satisfactions of life (Adiati, 2021). Community to open a business or enlarge a business requires a large capital so some of them pawn their land to other people. Because if they sell it, they don't want to because the land is inherited from their parents or is still part of the land inherited from their parents. The need for capital is very urgent to develop a business or initial capital and of course, if it is not attempted as soon as possible, it will affect the economic life, then the fastest solution is to pawn (boro) land.

It is undeniable that capital is very important in a business so that to get capital it is possible by borrowing through a pawn (Junedi & Dwi Arumsari, 2021), capital influences business development (Lasoma et al., 2021). The desire to send children to school is certainly a strong desire from parents with the hope that their children will become successful people in

the future. The cost of education is certainly not cheap, especially the cost of education at the college (university) level. The education costs also cannot be postponed, especially the cost of early education to enter college so many people in the community waste their land. One side of this motivation is good because a well-funded education will make a child who is in education calmer in learning because his needs can be met (Hamamy, 2021).

The condition of the pawnbroker, in this case, is certainly an extraordinary finding because there are many assumptions in the wider community that the reason for mortgaging land is solely to meet the necessities of life. On the one hand, the pawnbroker is the community member who has another land to work on, and even the land that has been borrowed even includes land that has not been used for a long time. In essence, there is nothing wrong with *rahin* because pawning is an effort to avoid usury practices (Riyadi, 2022). And the need that will be fulfilled to build a house and business capital so that it can even generate more income from business by pawning land. In another aspect of the findings of this study, there is also a pawning of land to buy a vehicle because the child asks to be bought with the excuse of going to school on a motorbike, meaning that there is also a reason because it is only for pride. And usually, this prestige is present because their parents have a lot of land or landlords.

The circumstances of the pawn recipients vary, meaning that there are pawn recipients belonging to the middle economic class and low economic groups. People who have a middle economic level often receive land mortgages from other people. For example, in the village of Sibio-bio, there is an entrepreneur (*toke*) who has a business collecting agricultural products from the community and selling them to the cook frog market, in Padang Sidempuan city. From the benefits of its business among community groups, it can be said that it is more than others. This entrepreneur already owns a lot of land with a pawn status from other people. In the village environment, apart from the entrepreneurs mentioned above, some receive land pledges from other people who are parlors (owning a shop) in the village.

Apart from them, of course, some recipients of land pawns are not from among the people who are classified as rich but belong to a low economy. Cases like this can be made possible because the family has gold deposits that have not been sold which are gifts or gifts from their parents. For example, when a woman is married, her parents are given gold as a gift or package (gold used by women). The gold is used to borrow land from other people because it can be used as arable land and produced according to the Sharia pawn concept (Saputra & Kahfi, 2020). In addition to this case, some are assisted by their children who are wandering so that their parents have agricultural land to be used as a source of life which is one of the goals of the pawn (Riana et al., 2020). So, there is nothing to argue about from this aspect as long as you hold the concept of helping when mortgaging land (Subekan, 2020).

In the practice of pawning, the collateral is a plot of land, either in the form of rice fields or vacant land. From the data collected by the researchers, it shows that what is always used as collateral is always in the form of rice fields or vacant land that may be cultivated for planting secondary crops in the form of chilies, tomatoes, vegetables, and so on which are temporary. Researchers have not found any land in the form of gardens in which long-term plants such as rubber, *salak*, or other gardens are used as collateral for pledges. The pawned land is in the form of rice fields because within a year it is sometimes able to produce rice that can meet the food needs of the pawnee. This kind of use certainly adds to the value obtained by the recipient of the pawn so that there is also an opinion that this is prohibited and includes usury if it is required

on the sighat, someone gives a loan when it is the lender who manages the land (Nugraha & Kurnia, 2019).

The pawnee uses the pawned land by the existing agreement in the community. The agreement between the two is by Islamic Sharia law (Sholihah, 2019). In writing, the letter of pledge was not written down and many even did not have a record that the land was pawned. Only because of the trust between the pawnbroker and the recipient of the pawn verbally (Saifuddin, 2021). The money on the loan with the land area used as collateral for the pledge is not clear, such as the standard of the land or the amount of money. If someone borrows a certain amount of money, the land that is used as collateral must be several meters or hectares. The size of the land and the amount of money are uncertain depending on the pawner and the recipient of the pawn because the land is only as collateral until it can be paid by the pawnbroker (Islamiati, 2019). When the two have agreed, the process is carried out so that there is no dispute (Roifah, 2019). Talking about the use of pawned goods depends on the agreement between the two so that the use is allowed by law if there is permission from Rahin (Astutik, 2020).

The amount of money borrowed has no benchmark with the area of land that is used as collateral because in some cases the money is only to meet needs. The method of payment that is made is not only with a sum of money but with gold so that the value borrowed at that time remains the same as the value when it is due so that no one is harmed by either the pawner or the recipient of the pawn. The value of the money received by the pawnbroker is not the price of the land that was borrowed. The money used by the pawnbroker was only to meet his needs at that time, so he did not borrow more than that for some reason. So the value of money needed for the pawned land is not comparable to the actual selling price (Cahyani Putri Biri & Safriani, 2020). So, in practice, this boro is more of an activity to help others. There is no element of tyranny among others because in principle the amount of money is not proportional to the land being pawned. And the pawned land is not proportional to the area of the pawned land. In addition to a certain amount of money, some are exchanged or paid for with a certain amount of gold, which is calculated with the size of the gold at the time of payment, because gold will increase every year so that the recipient of the pawn does not feel a loss because the gold remains intact whenever it is returned by the pawner (Suwarni & Jairin, 2020).

People doing boro are not bound by the existing time such as year, month, or week. In fact, in the field there is no fixed length of time when a plot of land is pawned to someone else. From the available data, pawning is carried out for two years, three years, five years, or even more than ten years. In the beginning, the pawnbroker said that they pawned the land with the number of years, but many also passed the agreed year. Both parties understand each other because before the pawnbroker returns it, the land can still be controlled by the pawnee. In general, the time specified in the initial agreement is always in years. No one has ever leaked soil in months or weeks. This means that this boroh is done in a yearly period. However, some cases are more than ten years old and the money or gold that is borrowed still does not increase in value. There is no clear time because, in principle, both parties understand, because there is no additional amount of money or gold that is lent so that the pawner and the pawnbroker do not feel disadvantaged. The pawner does not get an additional amount of money and the money giver does not mind because the land that is used as collateral can still be used (Benny Oktavian et al., 2020).

Land that is used as collateral is used by the recipient of the mortgage or the owner of money or gold. In general, the land is cultivated and planted with plants in the form of chilies, tomatoes, mustard greens, onions, cucumbers, chickpeas, peanuts, and rice. There are also pawn recipients who give part of the proceeds to the landowner as a cost for land use, and there are also those who do not give it at all. Although some do not give it in the form of a fee, the landowner also does not ask for it as their right because this rule was not agreed upon at the beginning. This means that even though this use is not mentioned in the contract, it is included in the contract (Aqil Haidar Muhamad, 2019). Field data shows that no pawned land is still utilized by the pawnbroker, all of which is utilized by the pawnee and the proceeds fall to him. However, interview data showed that the pawnbroker felt a loss because the land could no longer be used. If the pawnbroker has not been able to return it, the land is still used by the pawnee.

The pawning practice carried out by the people of Sibio-bio village, East Angkola District, South Tapanuli Regency, North Sumatra is by procession: a) The pawner hands over the land verbally to the pawnee without a land certificate because it requires a certain amount of money, b) The pawn recipient receives land as collateral. for the money or gold given to the pawnbroker, c) The witness witnessed the handover procession between the pawnbroker and the pawnbroker, d) Recording of the handover, which was then handed over to the government official, namely the Village Head. From the procession mentioned above, it is a fact in the field that what happened was a procession that should have happened. From the statement of the village head, many also did not include witnesses and the village head in the procession. There are even those who do not need witnesses and records as a guide for the recipient of the pawn or pawnbroker. However, there has never been a problem caused by the pawning of this model. About correspondence from this boro pawn, very few are found in the village head's office. This means that the process is more about trust between the two parties.

In the review of Islamic Law (Fiqh Muamalah) carried out by the Sibio-bio village community in everyday life, it can be explained that the existing practice is by the understanding of rahn in the mu fiqh law. mu'amalah is holding something to be used as debt collateral (Burhanuddin, 2009, p. 175). In this society, if someone needs a certain amount of money for certain purposes, then he borrows the money from someone else by pledging his land. Those who give the money in debt then hold the land as collateral for the money borrowed, this understanding is in line with Rahn's understanding of al-hasbu "detention". Article 1150 of the Civil Code which relates to this rahn also explains that "a right that is obtained by a person in debt on a movable property, which is handed over to him by a debtor or by another person on his behalf, and gives power to the debtor to take payment of the item in advance over other debtors except the cost to auction the item and the costs that have been incurred to save it after the item is pawned, then the costs must take precedence (Subekti, 2004, p. 297). The collateral land is sold to pay off the debt from the sale of the land so that there is no element of tyranny between the two. When it is due, for example, the person who gives the receivable needs the money back, then the borrower (the pawner) has not returned it, so one side of the pawnee feels he is being wronged.

The evidence of the Qur'an al-karim contained in the letter al-Baqarah verse 283 explains that pawning is something that can be carried out because no prohibition explains what is not allowed. Pawn as a substitute for debt records when it cannot be recorded by the registrar found

at that time. The concept of pawning land in this case adheres to the principle of helping with an attitude of trust that is put forward. The principle of muamalah in this hadith related to land pawning is an act that can be done not only by fellow Muslims but can also be done with non-Muslims on the condition that there must be a guarantee as a guide so that there is no worry for those who give credit (Ali Hasan, 2003), p. 255). This means that the land pawning that occurred in the village of Sibio-bio is also allowed by argument both to fellow Muslims and to non-Muslims who are important by applicable legal rules.

Mutual trust is something that must be put forward in making a pawn so that there is no mutual deception. Pawning land in terms of the legal basis of *Ijma'*, some scholars argue that this pawn is only allowed when traveling, such as the opinion of the Zahiri, Mujahid, and Al-dahklak schools. Many scholars think that it is permissible to pawn when traveling or not because it is based on the actions of the Prophet SAW in Medina to the Jews. The reason that pawning is only allowed when traveling is the result of the custom at that time (Ali Hasan, 2003, p. 83). Pawning may be carried out at any time and to anyone by the applicable Islamic jurisprudence. Land pawning in the form of agricultural land is included in the scope of *rahn* which has Sharia principles that are distinguished into two types, namely: *Rahn 'Iqar / Rasmi*. This type of pawn is the goods that are pawned only the ownership is transferred while the goods themselves are still in the power of the womb. For example, when someone borrows some money from someone else, then *Rahin* only gives letters from the land to the *murtahin* but the land is still under his control. The land can still be used by the landowner to be managed and planted. This means that only administrative ownership is handed over to the *murtahin*. *Rahn Hiyazi*. This type of pawn is the same as the concept of a pawn in general. What distinguishes it from *rahn Iqor* is that apart from the land being administratively in the form of documents, the land is also in control of the *murtahin*, when the debt is paid off, the land is returned to the owner.

Of the two types of *rahn* above, which have been explained in such a way, the land pawn that occurred in the village of Sibio-bio fell to the type of *rahn Hiyazi*, namely when someone borrows a certain amount of money from another person with the guarantee that the debt is land, the land is controlled by the *murtahin* so that the benefits are taken by the lender until the debt can be repaid. However, there is a difference in the practice that is carried out because when someone lends money to someone else with land collateral, the letter is not submitted, only the land is in control. Judging from the use of land that is used as collateral for debt, it can be classified as maintenance and care costs.

CONCLUSION

Based on research data and data analysis in this study, the researchers concluded that agricultural-resistant pawning (*boroh*) is an act that is allowed. *Boroh* is something that has been done by the people of Sibio-bio village since ancient times and from generation to generation. This causes this laziness occurs due to the lack of desire of some people in managing finances so that they are not able to save their income. Usually, the money that has been borrowed is used for several needs such as building a house, education costs, marriage fees, business capital, buying vehicles, and other needs. As for its legal status in the review of Islamic law, there is no difference of opinion among scholars on its permissibility because it is a form of muamalah which is the same as other pawns. The problem, and there is an in-depth study, is

about the utilization of agricultural land. Fiqh scholars have different opinions regarding the use of agricultural land, namely Syafi'iyah, Hanafiyah, and Hanabilah explaining that the use of the land may fall to the murtahin even though the land still belongs to Rahin. The Maliki scholars stated that it was not allowed because the land did not belong to the murtahin unless the pawned goods were in the form of livestock. The benefits may be taken by the murtahin only for maintenance costs.

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