



Local Wisdom in Economic Practice: A Critical Study of *Massanra Galung* Tradition of the Buginese in Fiqh Muamalah

Article	Abstract
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Introduction

In many Muslim communities in Indonesia, economic practices do not exist solely as formal transactions governed by written law; rather, they emerge from the daily needs of the community,

social relationships, local customs, and religious norms.¹ Among the agrarian Bugis society in Alakaya, Southeast Sulawesi, one such traditional economic practice that persists is *massanra galung*, a customary rice-field pawning system employed when individuals require immediate cash, using agricultural land as collateral.² In essence, *massanra galung* occurs when a landowner pledges their rice field to another party in exchange for a sum of money.³ The pledgee then gains the right to manage or derive benefits from the rice field until the landowner repays the loan. Consequently, this practice is not merely understood as a debtor-creditor relationship but also functions as a social mechanism that arises from pressing needs, such as family expenses, education, healthcare, customary ceremonies, or other household economic requirements.

As a form of customary pawning, *massanra galung* differs significantly from collateral arrangements in formal financial institutions. The relationship between the pledger and the pledgee is generally based on trust, familial proximity, and verbal or written agreements that adhere to local customary practices.⁴ Within the community's perspective, this type of practice is often interpreted as mutual assistance, as those in need can access cash quickly without undergoing complex administrative procedures. However, the implementation of *massanra galung* often raises challenges when the pledgee controls the economic benefits of the rice field before the debt is fully repaid. The situation becomes particularly complex when there is no clearly defined repayment deadline, when the value of the rice field's yields substantially exceeds the loan amount, or when the landowner is economically disadvantaged and lacks a balanced bargaining position.

From the perspective of *maqasid al-shariah*⁵, the practice of *massanra galung* can be evaluated through the fundamental objectives of Islamic law: *hifz al-din* (protection of religion), *hifz al-nafs* (protection of life), *hifz al-aql* (protection of intellect), *hifz al-nasl* (protection of lineage), and *hifz al-mal* (protection of wealth). When implemented with principles of justice, this customary pawning practice can contribute to *hifz al-malas* it allows individuals to meet urgent financial needs without permanently losing their assets. However, if the pledgee retains control over the economic benefits of the rice field for an extended period, this may threaten equitable balance and the economic rights of the weaker party, thereby contravening the principles of *maqasid al-shariah*. In other words, the sustainability of this practice must align with the substantive moral dimensions of Islamic economics, rather than being limited to mere formal compliance with the *rahn* contract.

The urgency of this study is further reinforced by recent literature in Islamic economics, which emphasizes that Sharia compliance should not be limited to contractual formalities but

¹ Munrokhim Misanam, "Local Wisdom, Dignity, Trust, and the Construction of Social Collateral for Micro Financing," *Global Review of Islamics and Business* 11, no. 1 (2023): 105–21, <https://doi.org/10.14421/grieb.2023.111-07>.

² Kamaruddin et al., "The Pawn (Rahn) in Local Practice of Massanra Galung of South Sulawesi Society," *Mazahibuna: Jurnal Perbandingan Mazhab* 5, no. 2 (2023), <https://doi.org/10.24252/mazahibuna.vi.39894>.

³ Saeed Fayzul Hayat and Fatimah, "Tradisi Massanra Galung Pada Masyarakat Abbumpungeng Kecamatan Kajua Kabupaten Bone," *Al-Idarah Jurnal Manajemen Dakwah* 11, no. 2 (2023); Imron Rosyadi and Rizka Rizka, "Utilization of Land Pawning in Customary Law and Its Solutions Under Islamic Law," *Jurnal Jurisprudence* 11, no. 2 (2021), <https://doi.org/10.23917/jurisprudence.v11i2.16374>.

⁴ Setiati Widiastuti and Mita Choirunnisa, "Land Pawning Practice in Semoyo Village, Patuk Sub-District, Gunungkidul Regency," *Jurnal Civics: Media Kajian Kewarganegaraan* 20, no. 1 (2023), <https://doi.org/10.21831/jc.v20i1.59594>.

⁵ Muslich Shabir et al., "Religious Moderation as Living Islamic Law: A Maqāsid Perspective in Indonesia and Brunei Darussalam," *Al-Ahkam* 36, no. 1 (2026), <https://doi.org/10.21580/ahkam.2026.36.1.31446>.

must encompass ethical substance, social justice, and protection for vulnerable parties. Rizal Yaya et al. argue that ideal governance of Islamic financing should aim to achieve socio-economic justice, rather than merely maintaining the legal formality of contracts.⁶ Similarly, Wahyu et al. note that modern Islamic financial practices and business models often overlook the substantive moral dimension, which should constitute the core of Islamic economics.⁷ Therefore, when a local practice such as *massanra galung* provides economic benefits, it must align with the ethical principles of fair and just Islamic *muamalah*.

From a theoretical perspective, Islamic economics is not merely about procedural compliance but should be grounded in substantive morality. Jatmiko et al. critique the business models of Islamic financial institutions, noting that they sometimes diverge from the ethical objectives of Shariah.⁸ Similarly Asutay⁹ and Yilmaz¹⁰ emphasize the necessity of returning to the paradigm of an Islamic moral economy, which prioritizes justice, balanced welfare, and social responsibility as the core of economic practice. Without such grounding, transactions may evolve in ways that alter cultural values supporting social justice, yet contradict the Shariah principles governing *muamalah*. Therefore, an in-depth study is required to evaluate and reformulate such practices, ensuring alignment with the principles of *maqasid al-shariah* while maintaining their relevance within the local cultural context.

Previous studies on pawning practices and local wisdom have made significant contributions to understanding the interaction between Islamic law and socio-economic practices in communities. For instance, Rahman et al. highlighted the *tesang* tradition in Bugis-Makassar communities, yet their study did not systematically link local practices to the principles of *fiqh muamalah* and *maqasid al-shariah*.¹¹ Kamaruddin et al. examined the practice of *massanra galung* from a comparative perspective across the four Sunni schools of jurisprudence, but their focus was limited to traditional *fiqh* frameworks and did not comprehensively integrate *maqasid al-shariah* as a tool for evaluating economic justice.¹² Irjayanti and Lord argued that local wisdom plays a role in women's entrepreneurial decision-making, but their analysis did not consider the contextual mechanisms of pawning contracts.¹³ Sukri et al. demonstrated that customary pawning contracts could shift from mutual-assistance mechanisms to instruments of productive asset control and profit accumulation legitimized by tradition; however, their analysis did not

⁶ Rizal Yaya et al., "Governance of Profit and Loss Sharing Financing in Achieving Socio-Economic Justice," *Journal of Islamic Accounting and Business Research* 12, no. 6 (2021): 814–30, <https://doi.org/10.1108/JIABR-11-2017-0161>

⁷ Wahyu Jatmiko, Abdullah Iqbal, and M. Shahid Ebrahim, "On the Ethicality of Islamic Banks' Business Model," *British Journal of Management* 35, no. 1 (2023): 115–36, <https://doi.org/10.1111/1467-8551.12703>.

⁸ Wahyu Jatmiko, Abdullah Iqbal, and M. Shahid Ebrahim, "On the Ethicality of Islamic Banks' Business Model," *British Journal of Management* 35, no. 1 (2023): 115–36, <https://doi.org/10.1111/1467-8551.12703>.

⁹ Mehmet Asutay, "Islamic Moral Economy: Bringing Back Substantive Morality to Humanise Islamic Finance," *Global Policy* 16 (2025): 7–11, <https://doi.org/10.1111/1758-5899.13487>.

¹⁰ Isa Yilmaz, "Exploring the Foundations of Islamic Moral Economy: A Return to Substantive Morality," *International Journal of Ethics and Systems*, 2024, <https://doi.org/10.1108/IJOES-03-2024-0085>.

¹¹ Abd Rahman R et al., "Local Wisdom in Economic Practice: An Empowerment Fiqh Analysis of the Tesang Tradition of the Buginese and Makassarese," *Cogent Social Sciences* 9, no. 1 (2023), <https://doi.org/10.1080/23311886.2023.2194112>.

¹² Kamaruddin et al., "The Pawn (Rahn) in Local Practice of Massanra Galung of South Sulawesi Society."

¹³ Maya Irjayanti and Linley Lord, "Operating a Business with Local Wisdom: A Grounded Research of Women in the Creative Industry," *Cogent Business & Management* 11, no. 1 (2024), <https://doi.org/10.1080/23311975.2024.2392047>.

incorporate an Islamic economic justice assessment based on *maqasid*.¹⁴ Finally, Vina focused on loan contracts in Aceh, emphasizing pragmatic motivations, yet the evaluation of compliance with *maqasid al-shariah* was not addressed.¹⁵

Thus, although previous studies are relevant to pawning practices and local wisdom, no research has systematically developed an integrative analytical framework linking customary practices, *rahn* contract principles, and the five dimensions of *maqasid al-shariah*. This study aims present an evaluative model that maps the relationship between the local tradition of *massanra galung* to and the five *maqasid al-shariah* dimensions, while utilizing empirical primary data to assess the level of compliance and justice in *massanra galung* transactions. Accordingly, this research addresses three main questions: (1) How is the practice of *massanra galung* implemented within the Bugis tradition in Alakaya, Southeast Sulawesi? (2) How can *fiqh muamalah* be applied to analyze *massanra galung* practices? (3) To what extent does *massanra galung* comply with *maqasid al-shariah*? Answers to these questions aim to expand the discourse of Islamic economic law from a formal contract level toward a more contextual understanding of local customs. Practically, this study provides a foundation for formulating local transaction models that respect cultural wisdom while eliminating elements of injustice, exploitative benefits, and potential *riba*, thereby ensuring that Islamic economic practices are not only normatively valid but also socially just and contextually relevant.

Method

This study employs a socio-legal approach, integrating legal analysis with social perspectives,¹⁶ to understand the practice of *massanra galung* within the Bugis cultural context and *fiqh muamalah*. Additionally, a *maqasid al-shariah* approach is applied to evaluate the alignment of customary rituals with the objectives of Islamic law, including the protection of religion (*hifz al-din*), life (*hifz al-nafs*), intellect (*hifz al-aql*), lineage (*hifz al-nasl*), and wealth (*hifz al-mal*),¹⁷ as well as to assess the balance between local culture and Shariah principles. The methodological framework combines both conceptual and *maqasid al-shariah* approaches. The conceptual approach is used to clarify the notion of *rahn* as manifested in *massanra galung* practices, while the *maqasid al-shariah* approach evaluates whether these practices are consistent with the objectives of Islamic law.¹⁸ The data for this study consist of primary and secondary sources.¹⁹ Primary data were obtained through interviews with religious leaders, customary authorities, pledgers, and local government officials. These interviews enabled the researchers to capture direct perspectives from informants regarding the practice of *massanra galung* in Alakaya Village, Southeast Sulawesi Province. Secondary

¹⁴ Syukri Iska et al., "The Construction of an Islamic Capitalism through Pagang Gadai amongst the Minangkabau People," *Cogent Social Sciences* 9, no. 1 (2023), <https://doi.org/10.1080/23311886.2022.2154547>.

¹⁵ Vina Tista Putriana, "Examining a Distinctive Loan Contract 'Pagang Gadai' Practiced in a Muslim Society: An Islamic Finance Perspective," *Journal of Islamic Accounting and Business Research* 17, no. 4 (2024): 795–818, <https://doi.org/10.1108/JIABR-10-2023-0341>.

¹⁶ Naomi Creutzfeld, March Mason, and Kirsten McConnachie, *Routledge Handbook of Socio-Legal Theory and Methods* (New York: Routledge, 2020).

¹⁷ Muhammad Nazir Alias et al., "The Position of Maqasid Al-Shariah within Islamic Legal Sources: A Comprehensive Analysis," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 9, no. 2 (2025), <https://doi.org/10.22373/q4byre51>.

¹⁸ Alias et al.

¹⁹ Joenedi Efendi dan Prasetijo Rijadi, *Metode Penelitian Hukum Normatif Dan Empiris* (Jakarta: Kencana, 2022).

data, including books, articles, and scholarly papers, were utilized to enrich the theoretical framework and provide a relevant literature basis on *rahn* practices within *fiqh muamalah* and *maqasid al-shariah*. Data collection was conducted through in-depth interviews to gather detailed information from informants regarding *massanra galung* practices. In addition, the researcher employed documentary methods to collect information from books, journals, and other relevant documents. Data were analyzed using qualitative descriptive analysis, following the stages of data reduction, data presentation, and conclusion drawing.²⁰ This method enables the researchers to identify the alignment or discrepancies between the practice of *massanra galung* and the objectives of Islamic law. Through this approach, the study provides novel insights into how *massanra galung* practices can be preserved while being adapted to conform with Shariah principles within the local Muslim community.

Result and Discussion

The practice of *Massanra galung* in the Bugis tradition in Alakaya Sulawesi Tenggara

Field findings indicate that the practice of *massanra galung* in Alakaya Village constitutes a form of rice-field pawning deeply rooted in the socio-economic structure of the agrarian Bugis community. This practice primarily emerges when landowners face urgent financial needs and lack rapid access to formal financial institutions. In this context, rice fields are not only perceived as agricultural production tools but also as socio-economic assets with high liquidity value within the village's social networks.²¹

According to interviews, Mr. Ambo, a local religious leader, stated that:

*"Yang saya tahu masyarakat disini melakukan praktek massanra galung karena kebutuhan yang mendesak. Massanra galung merupakan praktek yang menjadikan sawah sebagai barang jaminan. Mekanisme pelaksanaannya yaitu pemilik sawah mendatangi kerabat atau tetangga lalu menawarkan sawahnya untuk digadai. Pada proses gadai tersebut maka pemberi gadai mendapatkan sejumlah uang untuk memenuhi kebutuhannya yang mendesak."*²²

This statement emphasizes that *massanra galung* functions as a trust-based financing mechanism grounded in social relationships, where networks of relatives and neighbors play a more prominent role than formal institutions. The practice is not only economic in nature but also reflects the social solidarity of the Bugis community in Alakaya, Southeast Sulawesi.

From a cultural perspective, this practice is understood as a long-standing custom. Mr. Musi, a local customary leader, stated that:

*"gadai sawah atau yang dikenal di Desa Alakaya yaitu massanra galung. Massanra galung bukanlah hal yang baru dan menganggap ini merupakan hal sudah biasa, aktivitas ini sudah lama dilakukan oleh sebagian masyarakat Desa Alakaya."*²³

²⁰ I Made Pasek Diantha, *Metodologi Penelitian Hukum Normatif Dalam Justifikasi Teori Hukum* (Jakarta: Prenadamedia Group, 2017).

²¹ TriNadhiritur Roifah and Muhammad Lathoif Ghazali, "Maqasid Syariah Dalam Menjaga Keseimbangan Kepentingan Ekonomi Dan Sosial Pada Praktik Gadai Sawah," *Journal Of Sharia Economics* 7, no. 2 (2025), <https://doi.org/10.35896/jse.v7i2.1228>.

²² Mr. Ambo (Religious Leader), Interview, 1 November 2024.

²³ Mr. Musi (Customary Leader), Interview, 1 November 2024.

This statement indicates that the continuity of *massanra galung* is supported by cultural legitimacy. However, customary acceptance does not automatically confer normative legitimacy within Islam. The validity of the custom remains contingent upon its alignment with principles of justice and public interest, as well as the protection of parties in weaker bargaining positions.²⁴

Further interview findings reveal that *massanra galung* lacks a standardized mechanism. Mr. Suyud, a pledgee, explained that:

"Sebagian masyarakat disini melakukan massanra galung itu bermacam-macam, tergantung bagaimana kesepakatan kedua belah pihak. Jika si penerima gadai meminta jangka waktu maka orang yang ingin menggadaikan sawahnya harus menyetujui syarat yang diberikan karena apabila si pegadai tidak menyetujinya maka ia harus mencari orang lain yang bersedia menerima sawahnya untuk digadai. Penerima gadai juga ada yang tidak memberikan batasan waktu, kapanpun si pegadai mampu mengembalikan uangnya maka saat itu juga paraktik gadai sawah antar keduanya berakhir".²⁵

The interview findings indicate that this flexibility can create asymmetries in bargaining power, whereby pledgers in urgent need tend to accept the conditions set by the pledgees, resulting in an imbalance in power relations and the distribution of economic benefits.²⁶ In the observed practices, pledgees often control the rice fields throughout the loan period and collect all the harvest yields until the principal amount is fully repaid. Mrs. Sute explained that she pledged her rice field on the condition that the pledgee would manage the field and retain its harvest until the loaned funds were returned.²⁷ This practice highlights that, although the pledger receives immediate cash, the pledgee maintains control over the rice field's yields without a clear repayment timeframe, potentially leading to economic injustice.²⁸

Nevertheless, *massanra galung* in Alakaya cannot be regarded entirely as a form of exploitation, as it remains grounded in familial ties and trust. However, these social values do not necessarily ensure economic justice. Therefore, customary practices need to be reconstructed to remain consistent with the principles of justice and public interest in Islamic law.

Typically, the practice of *massanra galung* concludes when the pledger returns the borrowed funds to the pledgee. Mr. Tajuddin, a local government official, emphasized that upon repayment, the rights to the rice field revert to the original owner, and the practice is considered completed.²⁹ This indicates social acceptance of the practice and rarely results in open conflict. However, the absence of conflict does not necessarily imply that the principles of justice are fulfilled, as unclear repayment deadlines and the pledgee's control over the harvest yields may still create economic dependency for the pledger.

The implications of these findings highlight the need to reformulate the *massanra galung* contract to better align with the principles of Islamic economic justice. This could involve setting

²⁴ Imam Mustofa et al., "Living Islamic Law in Indigenous Communities in Indonesia: Integration of Fiqh in the Tradition of Mu'amalah of the Muslim Community of Banjar," *AL-Manahij: Jurnal Kajian Hukum Islam* 19, no. 2 (2025): 289–312, <https://doi.org/10.24090/mnh.v19i2.14792>.

²⁵ Mr. Suyud (Pledgee), Interview, 1 November 2024.

²⁶ Nur Fauzi, Humaidi, and Mohammad Mahbubi Ali, "Rahn Contract at Sharia Pawnshop in Madura: Analysis of Maqasid Al-Shariah, Socio-Cultural Dynamics, and Socio-Economic Impacts," *Tribakti: Jurnal Pemikiran Keislaman* 36, no. 1 (2025), <https://doi.org/10.33367/tribakti.v36i1.5263>.

²⁷ Mrs. Sute (Pledgee), Interview, 1 November 2024.

²⁸ Sri Ayu Agustina, Sri Sudiarti, and Akmaluddin Syahputra, "Principles of Rahn Contract Based on MUI Fatwa Number 25/DSN-MUI/III/2002 Concerning the Use of Pawn Land in the People of Southeast Aceh," *JIEI: Jurnal Ilmiah Ekonomi Islam* 8, no. 3 (2022), <https://doi.org/10.29040/jiei.v8i3.6574>.

²⁹ Mr. Tajuddin (Village Government Official), Interview, 1 November 2024.

clear repayment deadlines, ensuring transparency of rights and obligations for all parties, and regulating the distribution of rice-field benefits during the pledge period. Involvement of local government authorities or customary leaders in formalized written agreements can also protect economically weaker parties.

The Practice of *Massanra Galung* from the Perspective of *Fiqh Muamalah*

The practice of *Massanra galung* in Alakaya Village can be understood as a local form of the *rahn* contract, which is a debt contract using a rice field as collateral for repayment. In this practice, the landowner functions as the *rahin*, the pledgee or creditor as the *murtahin*, and the rice field serves as the *marhun*, while the loan provided represents the *marhun bih*. Normatively, the *rahn* practice is permissible in Islamic law if it fulfills its essential pillars and conditions,³⁰ including competent parties, clearly defined collateral, a specified debt amount, and mutual consent through *ijab* and *qabul* (offer and acceptance). In Islamic economic practice, pawning agricultural land must preserve the function of the collateral as a guarantee rather than as an object for additional profit exploitation.³¹ Furthermore, the utilization of the pledged rice field by the pledgee may raise Shariah concerns if the benefits are not governed through a valid and equitable contract.

The main issue in the practice of *Massanra galung* does not lie in the existence of the pawning contract itself but in the management of the rice field during the pledge period. In some cases, the *murtahin* (pledgee) not only retains the rice field as collateral but also manages it and collects the entire harvest until the *rahin* (pledgor) repays the debt. Such practices warrant critical scrutiny, as in *fiqh muamalah*, collateral should serve solely as a guarantee rather than as a source of additional profit for the pledgee. Fatwa DSN-MUI No. 25/DSN-MUI/III/2002 stipulates that the *marhun* (collateral) and its benefits remain the property of the *rahin*.³² *The murtahin may only utilize the collateral with the consent of the rahin, ensuring that its value is not diminished, and any utilization should be limited to covering maintenance or care costs, rather than generating unrestricted profit.*

Based on this principle, the practice of *Massanra galung* becomes legally sensitive when the *murtahin* (pledgee) obtains the entire harvest while the *rahin* (pledgor) is still obliged to repay the principal in full. From the perspective of *fiqh muamalah*, any additional benefit derived by the creditor from the debt may approach the element of *ziyadah 'ala al-dayn* an increment over the loan particularly if such benefits are not regulated through a separate valid contract. If the management of the rice field and its yields is not formalized through clear agreements, such as *ijarah*, *muzara'ah*, *mukhabarah*, or an equitable profit-sharing arrangement, the practice risks shifting from a collateral-based contract to a debt-based profit mechanism. In Islamic jurisprudence, any debt arrangement that generates profit is

³⁰ Deni Yuliono, Hadi Sunaryo, and Pardiman, "Analysis of Rahn Law an Islamic Economic Perspective," *JIEI: Jurnal Ilmiah Ekonomi Islam* 9, no. 3 (2023), <https://doi.org/10.29040/jiei.v9i2.9663>.

³¹ Hardivizon Hardivizon, Nurus Shalihin, and Novizal Wendry, "Unveiling Prophetic Maqashid in Hadiths about Rahn," *Al Quds: Journal Studi Al Qur'an Dan Hadis* 8, no. 1 (2024): 37–54, <https://doi.org/10.29240/alquds.v8i1.8835>.

³² Agustina, Sudiarti, and Syahputra, "Principles of Rahn Contract Based on MUI Fatwa Number 25/DSN-MUI/III/2002 Concerning the Use of Pawn Land in the People of Southeast Aceh."

considered *riba*: “*ullu qardhin jarra manfa‘atan fahuwa riba*”.³³ This situation is problematic because the ethical foundation of *rahn* is grounded in *ta‘awun* (mutual assistance) and the security of repayment, rather than the exploitation of the debtor’s assets for the creditor’s profit.

Nevertheless, this practice cannot be outrightly dismissed as an illegitimate custom. As a living tradition within the agrarian Bugis community of Alakaya, *Massanra galung* also reflects a social mechanism encompassing mutual assistance, access to urgent funds, and trust-based economic relationships.³⁴ In Alakaya, this practice is commonly employed when landowners face pressing financial needs and seek rapid access to cash outside formal financial institutions. Accordingly, *Massanra galung* serves a social function. However, its acceptability from the perspective of *fiqh muamalah* depends on the extent to which the contract upholds justice, transparency, and proportionality among the involved parties.

The consent of the *rahn* must be critically examined. Even if formal permission is granted for the management of the rice field, such consent should not automatically be interpreted as substantively just, particularly if it is provided under economic pressure, without a clearly defined repayment deadline, lacking transparency in the calculation of benefits, or without an agreement on whether the harvest is treated as rent, maintenance compensation, profit-sharing, or debt reduction. In *fiqh muamalah*, consent is not merely procedural; it must be clear, free from coercion, and avoid excessive legal uncertainty that could result in contractual default (*wanprestasi*). Therefore, the execution of *ijab* and *qabul* alone does not guarantee justice for the *rahn*.³⁵

Based on contemporary *fiqh muamalah* studies, the reformulation of *Massanra galung* practices is essential to ensure both social and Shariah-compliant value. This reformulation involves several key adjustments: clearly separating the debt contract from the utilization of the pledged rice field; establishing a defined repayment period to prevent indefinite control by the *murtahin* (pledgee); transparently recording the value of the rice field yields managed by the *murtahin*; if the *murtahin* manages the rice field, such management should be governed under a separate contract, such as *ijarah* or *muzara‘ah*, with explicit provisions regarding costs, labor, profit-sharing, and the relationship between the harvest and the remaining debt; and if the harvest is intended as a debt reduction, this must be clearly specified in the contract to ensure that the *rahn* (pledgor) does not simultaneously repay the principal while losing the economic benefits of their rice field.

Thus, from the perspective of *fiqh muamalah*, the legal status of *Massanra galung* is conditional. The practice can be implemented and accepted if the rice field functions solely as collateral, the rights and obligations of all parties are clearly defined, the benefits of the

³³ Muhammad Amanullah, “Legal Maxim: ‘Every Loan That Brings Benefit Is Usury,’ Its Related Issues and Implementation in Pre-Islamic and Malaysian Financial Transactions,” *Jurnal of Islam in Asia* 15, no. 1 (2018), <https://doi.org/10.31436/jia.v15i1.665>.

³⁴ Azila Abdul Razak and Mehmet Asutay, “Financial Inclusion and Economic Well-Being: Evidence from Islamic Pawnbroking (Ar-Rahn) in Malaysia,” *Research in International Business and Finance* 59 (2022), <https://doi.org/10.1016/j.ribaf.2021.101557>.

³⁵ Nik Abdul Rahim Nik Abdul Ghani, Abdul Rahman, and Shukor, “Deemed Consent in Islamic Banking from Contract Law Perspective: A Sharia Analysis,” *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 1 (2024), <https://doi.org/10.22373/sjhk.v8i1.16305>.

rice field remain with the *rahin* (pledgor), and any utilization is conducted fairly³⁶. Conversely, the practice becomes inconsistent with the *rahn* contract if the *murtahin* (pledgee) controls the harvest without a clear contractual basis, derives economic benefits from the collateral while the principal debt remains due, and no defined period or proportional profit-sharing mechanism is established.

Assessing its Suitability with the *Maqasid Al-Shariah*

The assessment of *Massanra galung* practices in Alakaya Village through the *maqasid al-shariah* framework indicates that evaluation cannot be limited to *hifz al-mal* (protection of wealth) alone. Rather, it must encompass the five primary objectives of Shariah: religion (*hifz al-din*), life (*hifz al-nafs*), intellect (*hifz al-aql*), lineage or family (*hifz al-nasl*), and wealth (*hifz al-mal*).³⁷ Using this framework, *massanra galung* should not be judged solely on the formal validity of the pawning contract, but also on its impact on religiosity, livelihood sustainability, legal awareness, family resilience, and protection of community assets. *Maqasid al-shariah* functions as an evaluative framework to safeguard these five fundamental human needs³⁸, and serves as an indicator for assessing the protection of individuals from social and economic vulnerabilities.³⁹

From the perspective of *hifz al-din* (protection of religion), *massanra galung* exhibits positive aspects as it emerges from values of mutual assistance⁴⁰, kepercayaan dan hubungan kekeluargaan dalam masyarakat Bugis. trust, and familial relationships within the Bugis community. The practice reflects alignment with social solidarity principles in a religious context, whereby community members provide informal financial support to meet urgent needs⁴¹, such as business capital, children's education costs, and daily necessities. This aspect aligns with Islamic ethics, which encourage aiding those in difficulty, preserving *ukhuwah* (brotherhood), and upholding the value of *amanah* (trust), thereby positioning the practice as a manifestation of *maqasid al-shariah* in safeguarding religion through the reinforcement of moral and social values within the community. However, the relevance of *massanra galung* to *hifz al-din* becomes limited when the pawning contract shifts functionally, allowing the pledgee to excessively exploit the collateral.

Within the context of *fiqh muamalah*, such practices shift the *rahn* contract from its intended function as collateral to a profit-generating mechanism for the *murtahin* (pledgee), potentially violating principles of justice, trust (*amanah*), and Shariah compliance. Accordingly, the *maqasid*

³⁶ Muhammad Farid Rapi, Sinta Kasim, and Muhammad Dzaky Abdullah, "Fairness in Shariah Business Contracts: A Consumer Protection Perspective," *Hakam: Jurnal Kajian Hukum Islam Dan Hukum Ekonomi Islam* 10, no. 1 (2026): 1–15, <https://doi.org/10.33650/jhi.v10i1.13962>.

³⁷ Alias et al., "The Position of Maqasid Al-Shariah within Islamic Legal Sources: A Comprehensive Analysis."

³⁸ Sunaryo and Fahmi, "Evaluation of the Maqāṣid Al-Sharī'ah Liberalization: An Examination of the Notion of 'Prioritizing Public Interest over Textual Evidence.'"

³⁹ Yusefri, Mu'adil Faizin, and Wahyu Abdul Jafar, "Protecting Child Labor Rights: Maqasid Sharia Framework and Policy Recommendations," *Samarah: Jurnal Hukum Keluarga Dan Hukum Islam* 8, no. 2 (2024), <https://doi.org/10.22373/sjhk.v8i2.24559>.

⁴⁰ Iffatin Nur, Syahrul Adam, and M. Ngizzul Muttaqien, "Maqāṣid Al-Sharī'at: The Main Reference and Ethical-Spiritual Foundation for the Dynamization Process of Islamic Law," *Ahkam: Jurnal Ilmu Syariah* 20, no. 2 (2020), <https://doi.org/10.15408/ajis.v20i2.18333>.

⁴¹ Husna Karimah, Azizah Akbariani Ahmad, and Muhammad Ariq Athallah Akbar, "Empowering The Informal Economy Through Islamic Social Finance: Insights from Islamic Economic Principles for Inclusive Development," *At-Taradhi: Jurnal Studi Ekonomi* 16, no. 1 (2025), <https://doi.org/10.18592/taradhi.v16i1.16301>.

al-shariah framework evaluates not merely the existence of tradition but also its ethical and substantive dimensions, specifically whether the practice upholds Shariah principles in the distribution of benefits and asset utilization. In the case of *massanra galung*, this necessitates clear social and Shariah regulations: defined repayment periods, explicit rights and obligations of the pledgor and pledgee, and equitable mechanisms for sharing yields if the rice field continues to be managed during the pledge period. Using a *maqasid al-shariah* approach, the assessment of *hifz al-din* considers not only the continuity of tradition⁴², but also the extent to which the practice preserves religious values, transactional ethics, and the moral integrity of the Bugis community.

From the perspective of *hifz al-nafs* (protection of life), *massanra galung* initially serves a protective function by enabling community members to access funds quickly when facing economic pressure. In agrarian societies, access to funds through relatives or neighbors allows families to meet basic needs, such as food, education expenses, and household necessities, without waiting for formal financial institutions' procedures. This aspect reflects the *maqasid* principle of safeguarding life, whereby local social and economic systems work to minimize the risks of hunger, poverty⁴³, and psychosocial stress for family members. However, this protective function becomes compromised if the rice field, the primary source of the *rahin's* income, is fully managed by the *murtahin* (pledgee) without a clear repayment timeframe. Such a situation poses serious risks to the *rahin's* family welfare, as they lose access to harvest yields, which are essential for food and income. From a *maqasid* perspective, this phenomenon indicates that formal protection of the contract is insufficient if it is not accompanied by substantive protection of life.⁴⁴ Thus, *hifz al-nafs* emphasizes that the sustainability and legitimacy of *massanra galung* practices depend on balancing the interests of both the landowner and the pledgee. Protecting life requires mechanisms for regulating repayment periods, rights to manage the rice field, and fair distribution of benefits, so that the social and economic functions of this tradition continue to safeguard family welfare in accordance with *maqasid al-shariah* principles.

From the perspective of *hifz al-aql* (protection of intellect), the practice of *massanra galung* faces major challenges related to community legal literacy. Field findings indicate that the practice often operates based on custom and trust, while written clarity regarding repayment deadlines, yield distribution, and rights to manage the rice field is not always available. This situation creates risks of misinterpretation, potential disputes, and the exploitation of assets in ways that are inconsistent with Shariah principles, thereby limiting the rational function (*aql*) as a protective instrument within the *maqasid al-shariah* framework. A *maqasid*-based approach to transactions should provide legal certainty⁴⁵, reduce the potential for conflict⁴⁶, and preserve Shariah values amid changes in economic practices. Therefore, the protection of intellect requires educating the parties on the contractual terms under the guidance of religious authorities, as well as ensuring transparency prior to the transaction. Through this approach, *massanra galung*

⁴² Nasruddin Yusuf et al., "Mapalus Tradition: North Sulawesi Muslim Society in the Maqashid Syariah Discourse," *AL-IHKAM: Jurnal Hukum & Pranata Sosial* 20, no. 1 (2025): 63–93, <https://doi.org/10.19105/al-lhkam.v20i1.14025>.

⁴³ Muhammad Ahsanul Amal et al., "The Impact of Maqashid Syariah on the Human Development Index (HDI): The Case of Indonesia," *Journal of Islamiic Economic Laws* 7, no. 2 (2024), <https://doi.org/10.23917/jisel.v7i02.6127>.

⁴⁴ Muhammad Mustaqim Roslan and Anwar Osman Zainuri, "The Theory of Hifz Al-Nafs in Maqasid Syariah: Argumentation Analysis," *Journal of Muwafaqat* 6, no. 1 (2023): 1–13.

⁴⁵ Alias et al., "The Position of Maqasid Al-Shariah within Islamic Legal Sources: A Comprehensive Analysis."

⁴⁶ Aslati et al., "Utilizing Science and Maqāṣid Al-Sharī'ah in Resolving Contemporary Issues of Islamic Family Law," *AL-Manahij: Jurnal Kajian Hukum Islam* 18, no. 1 (2024): 17–36, <https://doi.org/10.24090/mnh.v18i1.10571>.

can continue to be practiced as a customary tradition while being more rational, equitable, and aligned with Shariah principles.

From the perspective of *hifz al-nasl* (protection of lineage or family), the practice of *massanra galung* is directly related to family resilience, as the pledged rice field represents a primary source of livelihood and income. In emergency situations, this practice helps families meet children's educational needs, household expenses, and business capital, functioning as a social mechanism that safeguards generational continuity⁴⁷. However, when the rice field, as a family's productive asset, is controlled by the *murtahin* (pledgee) without a clearly defined timeframe, the *rahin*'s family risks losing a critical source of income, which negatively affects economic well-being and food security. This situation threatens not only the landowner but also family members who depend on these resources. Therefore, alignment with *maqasid al-shariah* requires regulations that ensure justice, proportional distribution of benefits, and protection of future generations⁴⁸, enabling local traditions to continue functioning as a source of welfare without undermining family economic stability.

From the perspective of *hifz al-mal* (protection of wealth), the practice of *massanra galung* emphasizes asset protection and equitable distribution of benefits, as the pledged rice field remains the property of the *rahin* (pledgor), and its benefits should not be transferred entirely to the *murtahin* (pledgee) without a separate, valid contract. Field findings indicate that in some cases, the *murtahin* manages the rice field and enjoys the harvest until the loan is fully repaid, thereby weakening the protection of wealth, as the pledgee derives benefits from a productive asset while the principal obligation remains with the pledgor. This situation potentially creates economic injustice and risks for the landowner, particularly in terms of household sustainability. Therefore, compliance with *maqasid al-shariah* in Islamic economics requires mechanisms that ensure welfare⁴⁹, justice, and adherence to Shariah principles⁵⁰, including the establishment of additional contracts, clear utilization terms, and legal certainty to prevent disputes and provide proportional protection of rights for all parties involved.⁵¹

Using the five dimensions of *maqasid al-shariah*, the practice of *massanra galung* cannot be evaluated in a binary manner. The practice holds *maslahah* (benefit) because it enables community members to access funds quickly, maintain social relations, and meet family needs. However, it also carries the potential for *mafsadah* (harm) if the contract is unclear, the harvest is fully controlled by the *murtahin* (pledgee), and the *rahin* (pledgor) remains obliged to repay the principal in full. Therefore, its compliance with *maqasid al-shariah* is conditional. It can be accepted as a legitimate (*'urf sahih*) practice if it preserves justice, avoids harm, and protects

⁴⁷ Chatrine Yorda Alfiana and Muthoifin, "Analysis of the Influence of Teh Sharia Perspective on the Relationship Between Parents and Children in Ensuring Future Economic Law Based on SDG 8," *Istinbath: Jurnal Hukum Dan Ekonomi Islam* 24, no. 2 (2025): 456–67, <https://doi.org/10.20414/ijhi.v24i2.1078>.

⁴⁸ Ziadul Ulum Wahid, Muafi, and Abbas Arfan, "The Maqasid Syari'ah Paradigm as an Offering for Family Resilience: An Analysis of Maqasid Syari'ah Thought by Alal Fasi," *Al-Syakhsiyyah: Journal of Law & Family Studies* 7, no. 2 (2025): 1–14, <https://doi.org/10.21154/syakhsiyyah.v7i2.11179>.

⁴⁹ Fauzi, Humaidi, and Ali, "Rahn Contract at Sharia Pawnshop in Madura: Analysis of Maqasid Al-Shariah, Socio-Cultural Dynamics, and Socio-Economic Impacts."

⁵⁰ Ubaidillah Mansur, Dede Nurohman, and Ahmad Muhtadi Anshor, "Revitalizing Financial Freedom to Achieve a Sustainable Economy Based on Maqashid Al-Shariah in Hifz Al-Mal," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 9, no. 2 (2024): 286–304, <https://doi.org/10.24235/jm.v9i2.18582>.

⁵¹ Alfiana and Muthoifin, "Analysis of the Influence of Teh Sharia Perspective on the Relationship Between Parents and Children in Ensuring Future Economic Law Based on SDG 8."

the rights of all parties. Conversely, it must be corrected as a defective custom (*'urf fasid*) if it generates economic dependency, contractual ambiguity, and unilateral control over benefits.

The implications of this analysis highlight the need to reformulate *massanra galung* through a *maqasid al-shariah* approach. Such reformulation can be implemented by establishing written agreements, setting clear repayment deadlines, specifying rights to manage the rice field, ensuring equitable distribution of yields, and involving religious leaders, customary authorities, and local government in oversight. In this way, the practice of *massanra galung* does not need to be abolished as a Bugis tradition, but should be guided toward a local economic practice that aligns more closely with the principles of *maqasid al-shariah*. Specifically, the practice should uphold religious values, protect the family's economic livelihood, enhance contractual literacy, ensure family sustainability, and safeguard wealth equitably.

Conclusion

The practice of *massanra galung* among the Bugis community in Alakaya Village, Southeast Sulawesi, constitutes a local financing mechanism deeply rooted in the socio-economic structure of the agrarian society. This practice emerges in response to urgent financial needs and is supported by networks of trust, kinship, and social solidarity. Although it provides rapid access to funds for landowners, the flexibility in repayment and the pledgee's control over the rice field yield asymmetries in bargaining power, risks of economic injustice, and potential deviations from the principles of the *rahn* contract. Evaluation from the perspective of *fiqh muamalah* indicates that the rice field should function solely as collateral, while economic benefits must be managed fairly and proportionally. Analysis using the five dimensions of *maqasid al-shariah* (*hifz al-din*, *hifz al-nafs*, *hifz al-aql*, *hifz al-nasl*, and *hifz al-mal*) underscores that the practice is conditional: it is valid and beneficial (*maslahah*) if the rights and obligations of all parties are clearly defined, the rice field's benefits remain with the owner, and the distribution of yields is conducted equitably. The study highlights the need for clearer social and Shariah-based regulations, including the establishment of repayment deadlines, the definition of rights and obligations, and transparent profit-sharing mechanisms. The research recommends reformulating the practice through written agreements, setting repayment periods and proportional distribution of yields, separating the management of the rice field from the principal loan contract, and educating the community about their rights and responsibilities. These measures aim to ensure that the local tradition remains relevant, just, and aligned with the principles of *maqasid al-shariah*.

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