



Implementation and Settlement of Land Lease Disputes in the Adat Tradition Reviewed from the Perspective of Sharia Economic Law (Study in Muaro Paneh Village, Solok Regency)

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ABSTRAK

This qualitative study explores land lease practices based on “isi adat” (customary content) in Nagari Muaro Paneh, Solok Regency, focusing on the forms and resolution of land lease disputes. The isi adat tradition, passed down orally without a clear time limit, involves payment in the form of gold, harvest, or labor. The research examines the alignment of this practice with Sharia Economic Law, highlighting issues such as unclear contract terms, elements of gharar (uncertainty), and imbalanced rights and obligations. Data were collected through interviews with 26 landowners and 100 tenants, supplemented by field observations and documentary studies. Data analysis followed the Miles and Huberman model, using reduction, presentation, and conclusion drawing, with source triangulation for validity. Findings reveal four types of land rental transactions: (1) paid adat land rental, (2) adat land rental with clever bamamak, (3) adat land rental leading to sale, and (4) adat land rental resulting in eviction. Disputes include violations of agreements, unauthorized building additions, evictions due to social norm violations, and tenants’ ownership claims. Resolution is predominantly non-litigation, through customary mediation, family negotiations, or unilateral decisions. A critical analysis identifies structural issues, such as uncertainty in contracts and power imbalances, which conflict with Islamic principles of justice (‘adl) and mutual consent (taradim).

Kata Kunci: Customary Content, Land Lease, Sharia Economic Law

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INTRODUCTION

Economic activity in Islam is not solely focused on material aspects or worldly gain (Hardiati dkk., 2024). Islam regulates muamalah activities through clear guidelines, namely the Quran and Hadith, which serve as the foundation for Muslims in carrying out all activities in accordance with Sharia principles (Maharani dkk., 2023). This is because the primary goal of Islamic law is to achieve human well-being, both in this world and the afterlife. As social beings, humans cannot live alone without interacting with others (Indawati dkk., 2024). This social interaction is unavoidable, so humans are always involved in muamalah relationships that involve exchange and collaboration to achieve common goals (Abu dkk., 2025).

One of the muamalah activities commonly carried out by society today is the lease agreement or in Islamic legal terms it is called ijarah (Hastuti dkk., 2022), namely the agreement to transfer the right to use an item or service for a certain period by paying rent and not changing the ownership of the item (Damayanti, 2021). A person who rents a benefit of an item or service to another person is called mu'jur and the other party who rents the benefit is called musta'jur, while manfa'ah is the benefit of the leased item through the process of use and work (services) of the ajir and something paid in exchange for the benefit is called ujrah (Anshariyah dkk., 2024).

The Ijarah contract is a contract for benefits in return (Aisy dkk., 2025). Therefore, the object of a lease is the sale and purchase of benefits from an item (Muhammad, 2022). When the object is the benefit or service of an object, it is called Ijarah al 'ain, such as renting a house for occupancy (Aminah dkk., 2023). When the object of the transaction is the benefit or service derived from someone's labor, it is called Ijarah ad dzimah, or wages (Alfiki & Marpaung, 2022).

The lease also specifies the legal basis, conditions, pillars, and permissible and prohibited forms of Ijarah (Sakti & Adityarani, 2020). In addition to the pillars and conditions of the contract, an agreement must also meet several qualifications in accordance with Islamic law, one of which is the absence of gharar (wage) (Adlian dkk., 2025). Anything containing elements of gharar (unlawful) is feared to cause harm to one or even both parties, potentially leading to disputes (Aji & Febriani, 2024).

There are many types of lease contracts, one of which is land lease (Avina, 2021). In a lease, the purpose of the land must be clearly stated, whether for agriculture or for the type of crops to be planted, such as spinach, rice, corn, or other crops, a workshop, a shop, and so on (Firdausi, 2021). If the purpose is not clearly stated, the ijarah contract becomes a fasid (non-permissible contract) (Arifin & Sultoni, 2024). This is because the benefits of land vary depending on the buildings, crops, and types (Afrelian, 2021).

In Islamic jurisprudence (fiqh muamalah), land management contracts are not only covered by ijarah but also include other topics, including muzaraah, mukhabarah, musaqqah, and 'ariyah (Ainin, 2023). In Ijarah, land cultivation is in the form of rent, and in this lease, the profit obtained is the benefit of the land for the land tenant, while the profit for the land owner is the rent paid by the tenant (Fajrimustika dkk., 2024). Muzaraah is land cultivation in the form of cooperation between the land owner and the

cultivator, whose seeds come from the land owner. Mukhabarah is land cultivation in the form of cooperation between the land owner and the cultivator, whose seeds come from the land cultivator. Musaqqah is an agreement between the garden owner and the worker to care for the plants. ‘Ariyah is a loan of land for planting which is later returned to the owner (Zajuli dkk., 2024).

Land leasing from the perspective of Islamic economic law reflects a deep understanding of Islamic economic principles based on justice, balance, and the common good (Absari, 2020). In Islam, economic activities, including land leasing, must be conducted in accordance with Islamic principles to avoid elements of usury (riba), gharar (uncertainty), or dzalim (injustice) (Amang, 2025). Ijarah, a term in Islamic economic law, also refers to a rental or remuneration contract between two parties, in which one party grants the beneficial rights to a good or service to the other party in exchange for a specified fee without any transfer of ownership (Aqsyar dkk., 2025).

In Indonesian society, especially in Indonesia, leasing transactions are commonplace (Angeline & Gunadi, 2023). The practice of leasing can be found throughout Indonesia (Amalia, 2024). Therefore, the government, through the National Sharia Council (DSN), has issued fatwas concerning the processing of ijarah (Abdilah & Jawab, 2023). In addition to the National Sharia Council fatwas, ijarah processing is also regulated in Supreme Court Regulation No. 02 of 2008 concerning the Compilation of Sharia Economic Law, hereinafter referred to as KHES (Anjani, 2020).

The majority of the people of Nagari Muaro Paneh, Solok Regency, are farmers. The indigenous landowners in this region often possess substantial agricultural land. However, due to limited manpower, a portion of this land remains uncultivated, leading landowners to lease it to others through the oral, customary “isi adat” system.

Examining this practice through the lens of Islamic Economic Law is critically important for two primary reasons. First, for the local community—which adheres to both Minangkabau customs (*adat basandi syarak, syarak basandi Kitabullah*) and Islamic principles—there is an urgent need to assess whether this deeply entrenched tradition aligns with the Sharia tenets of justice (‘*adl*), contractual clarity, and the prohibition of uncertainty (*gharar*). The recurring disputes arising from indefinite leases and power imbalances highlight a practical dilemma that directly impacts villagers’ economic rights and social harmony. Second, for broader jurisprudential knowledge, this case presents a unique empirical site to study the dynamic intersection of living customary law (‘*urf*) and formal Islamic contract law (‘*uqud*). It moves beyond theoretical discourse by analyzing how Islamic legal principles can engage with, critique, and potentially reform a persistent local practice. This research contributes to the development of applied Islamic jurisprudence by offering a framework for evaluating and integrating viable customary practices into a Sharia-compliant system, thereby bridging the gap between normative law and grassroots reality.

Based on preliminary survey results, researchers found that land leasing also occurs in Muaro Paneh Village. Uniquely, this land leasing transaction has become a tradition

passed down from one generation to the next within the community. This tradition is called Isi Adat (Customary Land). Twenty-six landowners rent their land for housing and farming to over 100 tenants from outside the Muaro Paneh area.

In the rental process, disputes or disputes also occur between the landowner and the tenant. Several paths for resolving disputes in Islamic economics if a dispute occurs between the landowner and the tenant, first through the courts, The definition of dispute resolution through the courts (Litigation) is “The process of a lawsuit or a real conflict, where the parties give a decision maker two conflicting options. Litigation is a process that is very well known (familiar) to lawyers with the characteristics of a third party who has the power to decide (to impose) a solution between the disputing parties.” Second, Arbitration, based on Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, Article 1 paragraph (1) states that: “Arbitration is a method of resolving civil disputes outside of public courts based on an arbitration agreement made in writing by the disputing parties. Third, dispute resolution through customary channels. Dispute resolution through customary institutions is called the Nagari Customary Council (KAN). The Nagari Customary Council is a density institution of the Niniak Mamak that has existed and been passed down through generations throughout the tradition and functions to maintain the sustainability of customs and resolve disputes over sako and pusako through saiyo sakato deliberation. And customary resolutions that result in ensuring the balance of family and society, even though sometimes the case is handled by the State, can be achieved through the individual and/or family concerned.

Based on the description of the background of the problem, it is necessary to study further the implementation and resolution of rental disputes. Land in the form of customary content in the context of Islamic economic law is a study in Muaro Paneh Village, Solok Regency, so that the community practices land leases and resolves land lease disputes based on Islamic economic law. Therefore, this thesis study is entitled: “*Resolving Land Lease Disputes in the Form of Customary Content from the Perspective of Islamic Economic Law (A Study in Muaro Paneh Village, Solok Regency)*”.

RESEARCH METHODOLOGY

Research Design

This study employs a qualitative method with a descriptive approach. This design was chosen to provide an in-depth, analytical description of the phenomenon of the customary land lease tradition known as *isi adat* in Nagari Muaro Paneh. The qualitative descriptive approach allows the researcher to understand the transaction mechanisms, relational dynamics, and dispute resolution processes from the participants' own perspectives.

Time & Place

The research was conducted in Nagari Muaro Paneh, Bukit Sundi District, Solok Regency, West Sumatra Province. Data collection was carried out over a six-month period, from January to June 2025.

Research Subjects

The research subjects are members of the Nagari Muaro Paneh community involved in *isi adat* land lease transactions. The primary data sources consisted of 26 landowners and 85 tenants/cultivators, representing a total of 100 case studies. These cases were categorized into four types:

1. Paid *isi adat* leases: 24 cases.
2. *Pintar bamamak isi adat* leases: 60 cases.
3. *Isi adat* leases culminating in a sale and purchase: 12 cases.
4. *Isi adat* leases ending in eviction: 4 cases.

Procedure & Data Collection

Data collection followed a staged procedure, beginning with preliminary observation to understand the context, followed by purposive sampling of key informants. The primary data collection techniques were: (1) In-depth Interviews: Conducted with landowners, tenants, *ninik mamak* (traditional leaders), religious scholars (*alim ulama*), and *nagari* officials to explore their understanding, experiences, and perceptions regarding the *isi adat* practice and related disputes. (2) Participant Observation: Observation of deliberation processes, social interactions, and the physical condition of leased lands to complement interview data. (3) Document Study: Analysis of supporting documents, such as customary records, documented oral agreements, and minutes of *nagari* meetings, served as secondary data sources and for triangulation purposes.

Instruments

The primary research instrument was the researcher (human instrument), assisted by semi-structured interview guides and observation protocols. The interview guide contained core questions regarding transaction mechanisms, causes of disputes, resolution processes, and perceptions of Islamic justice principles.

Data Analysis

Data were analyzed interactively during and after collection, following the three-stage model by Miles and Huberman: (1) Data Reduction: Selecting, focusing, and simplifying raw data from interviews, observations, and documents to identify key themes and patterns. (2) Data Display: Organizing the reduced data into narrative descriptions, matrices, or diagrams to facilitate the identification of relationships between categories (e.g., the link between transaction type and dispute patterns). (3) Conclusion Drawing/Verification: Interpreting the displayed data to answer the research questions. Preliminary conclusions were continuously verified against incoming data.

Validity of Data

To ensure the validity (trustworthiness) of the findings, this study employed source triangulation. Data from one source (e.g., a landowner) were cross-checked and compared with data from other sources (tenants, traditional leaders,

religious figures) and with relevant documentary evidence. This process ensures the findings presented are consistent and credible.

RESULT AND DISCUSSION

The author collected data on 100 tenants from 26 landlords who transacted their land using customary land leases. From this data, the forms of customary land leases in Nagari Muaro Paneh can be classified into four categories, summarized in Table 2 below:

Table 1. Number of Case Data

No	Rental Form	Number of Cases	Number of Disputes
1	Customary lease with paid	24	3
2	Customary lease with 'Pandai bamamak'	60	4
3	Customary lease ending in a sale and purchase	12	3
4	Customary lease ending in eviction	4	4
	Jumlah	100	14

Based on this data, we can classify the forms of customary land leases in Nagari Muaro Paneh into four categories:

Paid Customary Land Leases

In this case, the tenant hands over a certain amount of material to the landlord as payment for the use of the land they will occupy. The material payment includes a certain number of liters of rice, grams of gold, or a specific amount of money. This payment is compensation for the leased land, according to the isi adat tradition, allowing the tenant to occupy the land indefinitely as long as the custom persists and the tenant has daughters. In this case, the tenant cannot obtain a land certificate, even if they can live there for a long time. The landowner also cannot evict the tenant at will, because the land use agreement is written in writing in a contract called "isi adat."

Land rental in the form of paid isi adat does not comply with Sharia economic law. This is because there is gharar (unclear) regarding the status of the money paid by the tenant. Whether it is rent or installments for the purchase of land if the contract later becomes a sale or purchase agreement, Islam prohibits gharar. Furthermore, Islam also forbids us from consuming another person's property through wrongful means. Most clearly, in this case, the tenant lacks the tenant's consent when handing over the money to the landowner in addition to the initial commitment. Even the initial commitment of such customary transactions is not in accordance with Islamic law. Allah SWT says in Surah An-Nisa: 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أُمُوَالَكُمْ بِيَنْكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَفْعَلُوا
أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning:

"O you who believe! Do not consume one another's wealth unjustly, except by trade based on mutual consent..." (QS. An-Nisa: 29)

Rasulullah SAW. said in a hadith from Abu Hurairah RA

نَهَى رَسُولُ اللَّهِ ﷺ عَنْ بَيْعِ الْغَرْ

Gharar transactions involve the unauthorized consumption of property because they involve elements of deception or uncertainty that harm one of the parties. Imam Nawawi (peace be upon him) also explained, "A gharar transaction is one in which the

outcome is unknown, or where there is significant uncertainty in the contract.” (Al-Minhaj Syarh Sahih Muslim).

Land Lease in the ‘Isi Adat Pandai Bamamak’

Based on 100 samples compiled by the author from various sources, 60 cases involved land lease agreements in the adat isi form with the status of numpang (living without payment). This case occurs most frequently in Muaro Paneh Village, where the lessee is unable to pay rent, let alone purchase land. However, they are willing to assist the landowner, who is recognized as a mamak (unclear owner), in facilitating all matters. This form of land lease is without the obligation to pay rent or materials to the landlord, provided it adheres to the adat isi tradition in this village, namely “pandai bamamak” or “acknowledging being a mamak” to the landlord. The lessee lives on the land in exchange for services/devotion to the landowner.

Based on the reciprocal relationship between the two parties, this transaction is categorized as a transaction in accordance with the HES (Unclear Economic Status), where the landlord grants permission to live on his land to those who wish to live on it because they lack land for housing and the funds to purchase land. Therefore, this permission without material compensation is a form of charity from the landlord to the people living on his land. The landlord helps those who are struggling, landless, and unable to afford land, but who desire to live in the area. They come to the landlord to live on his land. In return for the landlord’s kindness, the tenants help facilitate the landlord’s affairs during their celebrations and other special occasions. This aligns with Allah SWT’s words in Surah Al-Ma’idah: 2

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالْتَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا عَلَىِ الْإِثْمِ وَالْعُدْوَانِ ۚ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

It means:

“And help you in (doing) righteousness and piety, and do not help in sin and enmity. Fear Allah, indeed Allah is very severe in punishment” (QS. Al-Ma’idah: 2)

This verse emphasizes the fundamental principles of social relations and transactions: mutual assistance in goodness (al-birr) and piety (at-taqwa). Al-birr encompasses all forms of virtuous deeds, such as helping others, acting justly, protecting the rights of others, and promoting the common good. Meanwhile, piety involves safeguarding oneself by obeying Allah’s commands and avoiding His prohibitions. Thus, Allah teaches that cooperation within society must be directed toward positive, beneficial causes that draw one closer to Him. Conversely, Allah strictly forbids cooperation in sinful acts (al-ithm) and enmity (al-’udwan). This means that any form of collaboration that promotes evil, such as fraud, usury, corruption, environmental destruction, or injustice, falls within the prohibitions of this verse. Even when committed collectively or by mutual agreement, sinful acts are still not permitted in Islam. This prohibition serves as a guideline to prevent people from supporting one another in activities that undermine the social order or violate Islamic law. The closing verse provides a stern warning with Allah’s words: “Fear Allah; indeed, Allah is severe in punishment.” This demonstrates that mutual assistance not only has social implications but also constitutes acts of worship and will be accounted for before Allah. Therefore, a Muslim is required to be selective in establishing cooperation, ensuring that every form of collaboration brings benefits, strengthens brotherhood, and does not conflict with the principles of justice and Allah’s law.

Generally, the solution to this dispute comes from the landlord, who holds absolute control over the land he has lent. Considering the reciprocal relationship between the two parties, this transaction is categorized as one that can be canceled

unilaterally. The decision rests with one person, the landlord. In this case, the landlord does not rent the land to a third party, let alone sell it. He simply grants permission to live on his land to those who request permission to live on it because they lack land for housing and the funds to purchase it. Therefore, any policy of the landlord when a conflict occurs in this case is justified by Sharia law because he is the party that has the legality according to Sharia to transact his land and determine the policy if a dispute or violation occurs without having to have the consent of the second party.

Hadith of the Prophet ﷺ:

الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ، إِلَّا شَرْطًا حَرَمَ حَلَالًا، أَوْ أَحَلَّ حَرَمًا

“Muslims are bound by their conditions, except conditions that make lawful what is haram or forbid what is halal” (HR. Abu Dawud no. 3594, authenticated by al-Albani)

In this transaction, the most dominant element is actually mutual help (ta’awun), where the land owner helps people whose lives are difficult, do not own land and cannot afford to buy land, while they want to live in the area. They came to the landowners to live on their land. As a return for the landlord’s kindness, the tenants help facilitate the landlord’s affairs at their celebrations and at certain moments. This is in line with the words of Allah SWT in Surah Al-Ma’idah: 2

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالنَّقْوَىٰ ۖ وَلَا تَعَاوَنُوا عَلَىِ الْإِنْجَامِ وَالْغَدْوَانِ ۖ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

Meaning:

“And help you in (doing) righteousness and piety, and do not help in sin and enmity. Fear Allah, indeed Allah is very severe in punishment” (QS. Al-Ma’idah: 2)

Land Lease with Adat Contents Ending in a Sale and Purchase

The lessee, who initially entered into this contract with a paid adat content, then requests the landowner to convert the contract to a sale and purchase, allowing a certificate to be issued and the land officially transferred to the occupant. This type of transaction is considered the safest in the adat content tradition in Muaro Paneh Village, because the owner, the guardian, and all parties within the community agree to sell the land to the lessee, thus transferring ownership completely. A land lease with adat content that ends in a sale and purchase complies with Sharia economic law, as buying and selling is a permissible contract. The evidence for the permissibility of buying and selling is found in Surah Al-Baqarah, verse 275 of the Quran.

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَمَ الرِّبَا

“And Allah has permitted buying and selling and prohibited usury.” (QS. Al-Baqarah: 275)

This verse emphasizes the fundamental difference between buying and selling (al-bay’), which is permitted by Allah, and usury (riba), which is forbidden. Buying and selling is an economic activity based on willingness, justice, and mutually beneficial exchange. The principle of buying and selling is permissible because it aligns with human nature to fulfill life’s needs through healthy socio-economic interactions. Buying and selling contains the element of ‘an tarādin minkum (the willingness of both parties), which makes the transaction valid and brings blessings. Conversely, usury is forbidden because it contains elements of injustice, exploitation, and harms one of the parties. Usury is an additional or conditional profit in a loan transaction without any effort or equal exchange of goods. This practice undermines the social and economic order, creates injustice, and widens the gap between rich and poor. Thus, the prohibition of

usury is not only an aspect of worship, but also maintains justice and balance in social life.

Therefore, to end customary transactions containing elements of gharar, buying and selling is a solution that is in accordance with Islamic economic law. The determination of rental prices and purchase prices in this case is adjusted based on the prevailing customs ('urf), namely the rental price is valid until the time this transaction is determined to be a sale and purchase and the purchase price is the nominal price added after that. This falls into the category of Al'adah muhakkamah, namely a custom that has been in force in society and does not conflict with sharia, can be used as a basis for determining law in matters that do not have a clear nash (proof).

Lease of Customary Land which Ends in Eviction

In this transaction, the initial intention of this contract was actually mutual help (ta'awun), where the land owner helps people whose lives are difficult, do not own land and cannot afford to buy land in Muaro Paneh, while they want to live in the area with their children and grandchildren. They came to the landowners to live on their land. He promised to truly maintain the agreement that had been agreed in the form of obeying all religious commandments and staying away from all prohibitions of Allah SWT. If a land tenant violates the agreement by violating religious, social and noble values, he can be immediately evicted by the landlord with the agreement, even though the agreement is not written because it includes religious norms. Therefore, the landlord's attitude of evicting tenants living on his land is in accordance with HES because he has violated religious norms.

Hadits Nabi ﷺ:

الْمُسْلِمُونَ عَلَى شُرُوطِهِمْ، إِلَّا شَرْطًا حَرَمَ حَلَالًا، أَوْ أَخْلَقَ حَرَامًا

"Muslims are bound by their conditions, except conditions that make lawful what is haram or forbid what is halal" (HR. Abu Dawud no. 3594, authenticated by al-Albani).

This hadith emphasizes that every agreement made by two parties has legal force and must be fulfilled. Thus, Islam places great emphasis on the importance of trust, honesty and commitment in carrying out contracts in order to create justice and order in social and economic interactions. However, this hadith also provides clear limitations that not all conditions can be accepted. Conditions that conflict with the provisions of the Shari'a, such as conditions that justify usury, justify immoral acts, or prohibit something that is halal, are invalid and must not be implemented. This limitation shows the balance in Islam between freedom of contract and obedience to Allah's law. This means that Muslims are free to make agreements according to their needs, but this freedom must not exceed the provisions of the Sharia.

In a social context, this hadith serves to maintain trust between individuals and groups. Violating agreed-upon conditions is a betrayal of trust and can lead to disputes and even hostility. Therefore, keeping promises and conditions is not only a legal obligation but also a form of worship and noble morality for a Muslim. This is in accordance with Allah's words in Surah Al-Māidah, verse 1: *"O you who believe! Fulfill your promises..."*, which reinforces the command to keep agreements. This hadith is also relevant in contemporary practice, particularly in the fields of Islamic economics and dispute resolution. For example, in the case of land leases, if the tenant and landowner have agreed to certain rules—such as the obligation to maintain ethical conduct and the prohibition of unauthorized construction—then these conditions must be complied with. However, if any condition contradicts Islamic law, it is void, although the principal contract remains valid. Thus, this hadith serves as an important

guideline for maintaining justice, harmony, and legal certainty in various transactions in human life.

In the context of dispute resolution theory, as described in Chapter II, two main paths of resolution are recognized: litigation (through the courts) and non-litigation or Alternative Dispute Resolution (APS), which include mediation, arbitration, negotiation, conciliation, and consultation. Based on the results of observations and interviews, it can be said that the majority of land lease disputes in the adat tradition in Muaro Paneh are closer to non-litigation forms of resolution that are informal, flexible, and based on local agreements and values. In the perspective of Sharia Economic Law, the lease agreement (*ijarah*) is a *mu'awadah* agreement (exchange of benefits for certain rewards) that must fulfill the elements of consent between the two parties, clarity of the object of the agreement, and clarity of the rights and obligations of each party. In many cases in Nagari Muaro Paneh, the lease agreement is not formally written, but rather takes the form of "adat agreement" or "pandai bamamak" which is based on trust and kinship. This creates vulnerability to *gharar* (uncertainty), which is prohibited in Sharia law because it can give rise to disputes and injustice.

Furthermore, violations such as unauthorized building additions and shifting of land boundaries by tenants indicate *khiyanah* (betrayal of the contract), which contradicts the principles of honesty (*sidq*) and trustworthiness in transactions. Under Sharia law, a tenant is only entitled to use the leased property as agreed without altering or diminishing the owner's rights. When a tenant adds a building or expands the area without permission, they legally exceed the limits (*ta'addi*), invalidating the contract or requiring compensation. Therefore, the landowner's right to annul the contract or sue the tenant is a form of protection of legitimate ownership rights under Islamic law.

The case of a tenant demanding ownership of the land after making a certain payment in the form of "adat content" demonstrates the confusion between the *ijarah* contract and the sale and purchase (*bai'*) contract. In muamalah jurisprudence, ownership status cannot change except through a clear, valid sale and purchase contract that meets the requirements, such as the acceptance of the contract, price certainty, and transfer of rights. The existence of tenants who feel they have rights to land because they have paid a sum of money without a valid sale and purchase agreement indicates potential doubts prohibited by Islamic law. Therefore, resolving this issue by converting the agreement to a *bai'* and issuing a certificate is the right step to ensure ownership rights are certain and avoid potential future disputes.

CONCLUSION

Based on the field findings and analysis of Islamic economic law theory and dispute resolution, this study concludes the following. The implementation of land leasing under the "*isi adat*" tradition in Nagari Muaro Paneh reveals a unique legal relational pattern, as it does not fully refer to either positive legal provisions or formal *ijarah* fiqh. Transactions are conducted according to locally inherited customs, whether through payment (in gold or harvest) or voluntary social service (*pandai bamamak*), without clear time limits or well-defined legal ownership boundaries.

Specifically, the research identifies four transactional forms: (1) paid land leases, (2) land leases under the *pandai bamamak* system, (3) leases ending in sale and purchase, and (4) leases ending in eviction. Emerging disputes reflect contractual ambiguity and power asymmetry between owners and tenants, particularly concerning

violations of initial agreements, unauthorized construction, evictions due to breaches of social norms, and ownership claims by long-term tenants. These findings carry significant implications for strengthening customary land-lease systems. *First*, community legal empowerment is needed to translate oral *isi adat* agreements into simple written contracts that include timeframes, rights and obligations of the parties, and fair dispute-resolution mechanisms. *Second*, the *nagari* government could consider integrating Sharia principles into local regulations (*sumberjo*) on land leasing, while preserving the wisdom of local values such as *pandai bamamak*. *Third*, the role of *ninik mamak* and religious scholars should be reinforced as mediators who base decisions not only on customary norms but also on Islamic contractual justice principles (*'adl*), the prohibition of *gharar*, and mutual consent (*taradin*).

This study opens several avenues for further inquiry, including: (1) a comparative study with other Minangkabau communities to examine variations and convergences in *isi adat* practices; (2) action research to test participatory hybrid adat-Sharia contract models; and (3) deeper exploration of the socio-economic impact of transforming *isi adat* contracts on the livelihoods of vulnerable groups, especially *pandai bamamak* tenants.

Thus, although the *isi adat* tradition is rooted in mutual assistance and social solidarity, its reinforcement through contractual harmonization—blending customary flexibility with Sharia-based certainty and justice—is essential for ensuring the practice remains socially and normatively sustainable within the framework of *maqashid al-shariah*.

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Author Contributions

Author 1: Conceptualization; Project administration; Formal analysis; Methodology; Writing - original draft.
Author 2: Conceptualization; Data curation
Author 3: Data curation; Investigation.
Author 4: Formal analysis; Methodology.
Author 5: Supervision.
Author 6: Other contribution; Resources; review and editing.

Conflicts of Interest

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REFERENCES

Abdilah, A., & Jawab, A. (2023). Ijarah dan IMBT (Al-Ijarah al-Muntahiyah Bi al-Tamlik) dan Implementasinya. *Jurnal Ilmiah Multidisiplin*, 2(11), 5470–5480. <https://doi.org/10.56799/jim.v2i11.2418>

Absari, D. (2020). Tinjauan Ekonomi Islam terhadap Pelaksanaan Panjer dalam Sewa-Menyewa Tanah. *JIHBIZ: Jurnal Ekonomi, Keuangan dan Perbankan Syariah*, 4(2), 226–246. <https://doi.org/10.33379/jihbiz.v4i2.863>

Abu, R., Bulutoding, L., & Muchlis, S. (2025). Penerapan Akad Ijarah Dalam Lembaga Keuangan Syariah: Studi Kasus Pada Bank Syariah Di Indonesia. *El-Iqthisyad: Jurnal Hukum Ekonomi Syariah*, 2(2). <https://doi.org/10.53038/alashriyyah.v10i2.210>

Adlian, M., Suryahartati, D., & Oktaviarni, F. (2025). Perlindungan Hukum Terhadap Penyewa Dalam Perjanjian Sewa Menyewa Tanah dan Bangunan Rumah Toko Yang Objek Sewanya Telah di Lelang (Studi Kasus Putusan Nomor 70/Pdt.G/2024/PN.JAMBI). *Jurnal Riset Multidisiplin Edukasi*, 2(10). <https://doi.org/10.71282/jurmie.v2i10.1063>

Afrelian, M. (2021). Analisis Pembiayaan Ijarah Multijasa Dalam Hukum Islam. *Al-Wathan: Jurnal Ilmu Syariah*, 2(1), 103–112.

Ainin, A. (2023). *Tinjauan Hukum Islam Terhadap Wanprestasi Praktik Ijarah (Studi Kasus Di Studio Ibi Photography)*. etheses.iainkediri.ac.id/9975/

Aisy, N., Nurrachmi, I., & Dzulhijjah, L. (2025). Analisis Akad Ijarah dan Undang-Undang Sewa-Menyewa Tanah untuk Kepentingan Tower Provider. *Bandung conference series: sharia economic law*, 5(2). <https://doi.org/10.29313/bcssel.v5i2.19836>

Aji, M., & Febriani, S. H. (2024). *Analisis Hukum Terhadap Perjanjian Sewa Tanah Kas Desa (Studi Desa Butuhan, Desa Jetis, dan Desa Karang di Kecamatan Delanggu)*. [eprints.ums.ac.id](https://eprints.ums.ac.id/id/eprint/124903). <https://eprints.ums.ac.id/id/eprint/124903>

Alfiki, B., & Marpaung, A. (2022). Mengambil Ijarah Berupa Upah dari Pelaksanaan Mengajarkan Al-Qur'an Menurut Imam Asy-Syafi'I dan Imam Ahmad Ibn Hambal (Studi Kasus Masjid Agung Rantauprapat). *Raudhah Proud to Be Professionals: Jurnal Tarbiyah Islamiyah*, 7(2), 364–372. <https://doi.org/https://doi.org/10.48094/raudhah.v7i2.383>

Amang, W. (2025). *Tinjauan hukum ekonomi syariah terhadap praktik sewa tanah bengkok di Desa Tanjungsari Kecamatan Salopa Kabupaten Tasikmalaya*. [digilib.uinsgd.ac.id](https://digilib.uinsgd.ac.id/111812/). <https://digilib.uinsgd.ac.id/111812/>

Aminah, S., Widjaja, A., & Amir, R. (2023). Sewa Menyewa Tanah Untuk Budidaya Tanaman Porang di Kabupaten Gowa. *Shautuna Jurnal Ilmiah Mahasiswa Perbandingan Mazhab dan Hukum*, 4(3), 673–687. <https://doi.org/10.24252/shautuna.vi.32641>

Angeline, A., & Gunadi, A. (2023). Analisa akibat hukum wanprestasi dalam perjanjian sewa menyewa tanah dan bangunan. *Syntax Literate: Jurnal Ilmiah Indonesia*, 8(6), 2582–2596. <https://doi.org/10.36418/syntax-literate.v6i6>

Anjani, R. (2020). *Perjanjian an. Raysa Anjani Sewa Tanah SHM (Nomor Sewa: 13)*. repositori.uma.ac.id. <https://repositori.uma.ac.id/jspui/handle/123456789/17747>

Anshariyah, N. A., Malik, Z., & Surahman, M. (2024). Analisis Akad Ijarah pada Praktik Usaha Jahit Home Industri di Kecamatan Coblong Kota Bandung. *Bandung Conference Series: Sharia and Law*, 2(3). <https://doi.org/10.71282/jurmie.v2i10.1063>

Aqsyar, M., Rizky, A., Lewa, H., & Anggara, W. (2025). Analisis Sewa Menyewa Tanah Dengan Sistem Bayar Musim Panen Menurut Fatwa Dsn No. 112/Dsn-Mui/Ix/2017 (Studi Kasus Di Desa Lengkese Kabupaten Takalar). *Journal Of Law And Nation*, 4(1). <https://doi.org/10.36908/akm.v3i2.647>

Arifin, R., & Sultoni, H. (2024). Analisis Pembiayaan Akad Ijarah Multijasa Perspektif Ekonomi Islam. *Musyarakah: Journal of Sharia Economic*, 4(1). <https://doi.org/10.24269/mjse.v4i1.8995>

Avina, S. (2021). *Tinjauan Fikih Muamalah Terhadap Praktik Akad Sewa Tanah Bengkok dengan Sistem Lelang di Kelurahan Sokoduwet Kecamatan Pekalongan Selatan Kota Pekalongan*. etheses.uingusdur.ac.id/6329/

Damayanti, B. C. (2021). *Analisis Pengelolaan Barang Milik Daerah Berupa Tanah Dengan Sistem Sewa Pada Badan Pengelolaan Keuangan Dan Pendapatan Daerah Provinsi Jambi*. <https://repository.unja.ac.id/id/eprint/79773>

Fajrimustika, N., Soepandji, K., & ... (2024). Asas Pemisahan Horizontal Pada Hak Sewa Untuk Bangunan Di Atas Tanah Hak Milik Yang Diperjanjikan Secara Lisan Dan Tanpa Batas Waktu (Studi Putusan Nomor 107/Pdt/2021/Pt Bdg). *Indonesian Notary*, 5(4), 143–159. <https://doi.org/10.21143/notary.vol5.no4.143>

Firdausi, K. (2021). Study of Contract Object in Multi-Service Financing Using Ijarah in Islamic Bank. *JCH (Jurnal Cendekia Hukum)*, 6(2). <https://doi.org/10.33760/JCH.V6I2.316>

Hardiati, N., Fitriani, F., & Kusmawati, T. (2024). Akad Ijarah Dalam Perspektif Fuqaha Serta Relevansinya Terhadap Perkembangan Ekonomi. *Socius: Jurnal Penelitian Ilmu-ilmu Sosial*, 1(10). <https://doi.org/10.5281/zenodo.11204342>

Hastuti, P., Hak, N., & Nurhab, B. (2022). Penerapan Akad Ijarah pada Sistem Sewa Menyewa Sawah (Studi pada Desa Tanjung Agung Kecamatan Ulumusi Kabupaten Empat Lawang). *Jurnal Ilmiah Ekonomi Islam*, 8(2). <https://doi.org/10.29040/jiei.v8i2.5739>

Indawati, I., Rusly, F., & Norhayati, N. (2024). Ijarah Financing Model for Farmers' Capital with a Post-Harvest Return System. *Jurnal Ilmiah Manajemen Kesatuan*, 12(2), 437–442. <https://doi.org/10.37641/jimkes.v12i2.2507>

Maharani, M., Syahira, N., & Siagian, S. (2023). Analisis Penerapan Akuntansi Ijarah Berdasarkan PSAK 107: Akad Ijarah (Upah Sewa Menyewa) Menggunakan Vosviwer. *Materialitas*, 1(1). <http://dossolution.com/materialitas/article/view/73>

Muhammad, R. (2022). Analisis Akad Ijarah dalam Proses Sewa-Menyewa Lapak Dalam Meningkatkan Pendapatan Masyarakat (Studi pada Pedagang Tradisional di Plaza Bandar Jaya Lampung Tengah). *UIN Raden Intan Lampung*.

Sakti, L., & Adityarani, N. (2020). Tinjauan hukum penerapan akad ijarah dan inovasi dari akad ijarah dalam perkembangan ekonomi syariah di Indonesia. *Jurnal Fundamental*, 1(2). <https://doi.org/10.30812/fundamental.v1i2.900>

Zajuli, H., Supriyanto, T., & Mubarak, J. (2024). Implementasi Akad Ijarah pada Perusahaan Ekspedisi. *Al Ashriyyah*, 10(2). <https://doi.org/10.53038/alashriyyah.v10i2.210>

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