

## RESOLVING PLANT DAMAGE DISPUTES: AN ISLAMIC LAW PERSPECTIVE IN NAGARI SIMARASOK

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**Abstract:** The primary issue in this research is the refusal of tree owners—whose pine and coconut trees have fallen, damaging neighboring houses and gardens—to provide compensation, leading to financial losses and disputes between the parties involved. This study aims to explore and describe the dispute resolution mechanism for compensation related to residents' plants that damage others' property rights in Nagari Simarasok, Baso District, Agam Regency. Additionally, it examines the perspective of Islamic law on resolving such disputes.

This qualitative, descriptive field research gathered data through interviews with four disputing parties, two Ninik Mamak (customary leaders), and community and religious leaders.

The findings reveal that compensation disputes in Nagari Simarasok are resolved through agreements between the parties, facilitated by Ninik Mamak. The process involves deliberation, *barundiang* or *baruumbaak*, conducted at the property owner's house. Compensation is calculated by assessing all the damaged plants, and payments are often made in installments.

From an Islamic law perspective, the dispute resolution mechanism aligns with peaceful settlement principles (*al-sulh*), mediation, and arbitration (*tabkim*). However, in some cases, the method used by Ninik Mamak to calculate compensation—by counting all the plants rather than assessing the actual damage—contradicts Islamic principles. Islamic law emphasizes fair valuation to ensure no party is harmed. Compensation payments should be neither excessive nor insufficient, adhering to the principles of justice and benefit (*maslahah*).

Keywords: *Dispute Resolution, Compensation, Ta'widh*

### Introduction

In community life, individuals must uphold ethics and behavior that foster peace among neighbors, ensuring they avoid actions that could harm or disturb others. It is essential to prevent continuous suffering and losses within the surrounding environment, especially to immediate neighbors. However, some neighbors may fail to introspect and cease their wrongdoing. Even seemingly trivial matters in a neighborhood can cause significant distress, such as raising livestock at home that disrupts comfort with noise, waste, or unpleasant odors, as well as plants or trees that inconvenience others. For instance, during the rainy season, fallen leaves may clog drainage systems, broken branches may damage roofs, or trees may fall and damage neighboring properties.

Trees deemed disruptive or hazardous may subject their owners to sanctions (Hengki Firmanda, 2010:24). For example, in a case in Nagari Simarasok, pine and coconut trees fell onto another person's house and fields, causing losses. However, the tree owners refused to pay compensation, leading to a dispute between the parties.

Any act that causes harm or loss to others incurs responsibility. Responsibility reflects human awareness of their actions, whether intentional or unintentional. It also signifies fulfilling obligations as a conscious duty (Fuady, 2010:72).

The Word of Allah SWT in QS. Al-Mudatsir (74:38) states:

كُلُّ نَفْسٍ بِمَا كَسَبَتْ رَهِينَةٌ

*"Every individual is responsible for what they have done."*

This verse explains that every human action and everything they own must be accounted for, especially if it causes harm to others. Responsibility in the context of human interaction is an act of courage. A responsible person is someone who dares to bear the consequences of everything under their responsibility. However, there are some individuals who are reluctant to take responsibility for their actions that harm others, whether intentional or unintentional. Paying compensation or reparations often involves disputes and conflicts (Wahab M.A., 2018:12).

Based on this case, the author is interested in exploring how compensation rules are viewed in Islam. For instance, in cases involving livestock, the owner of the livestock is obligated to tie, graze, or enclose their animals. If the livestock escapes and damages someone's property, the owner must compensate the damage because they are responsible for controlling their livestock. However, in cases involving plants, how should the owner ensure their plants do not encroach on others' property and cause harm? How does Islam view such situations?

Islamic teachings are clear: one must not cause or accept harm. Muslims have an obligation to maintain their belongings, and this duty is reciprocal. Local regulations, such as regional laws, often stipulate that livestock owners are responsible for compensating damages caused by their animals. However, in the case highlighted above, the issue involves plants that damage buildings and crops owned by others, raising the question of whether the same principles can be applied to plants.

This study seeks to address the mechanism for resolving compensation disputes caused by residents' plants that infringe on the property rights of others in Nagari Simarasok, viewed from the perspective of Islamic law. This research is important because no previous studies have specifically addressed this issue, and it is critical to examine it due to the lack of awareness among the residents of Nagari Simarasok about compensation mechanisms and their limited understanding of applicable legal regulations.

## Literature Review

Compensation is an obligation imposed on an individual who has violated the law and caused harm to others due to their actions. Today, this concept is recognized as 'personal reparation,' which refers to a form of payment or compensation made by the offender to the victim who has suffered losses as a result of the unlawful act.

*Ta'widh* also means compensation, fine, or reparation. In terminology, the definition of *ta'widh* as stated by scholar Wahbah al-Zuhaily describes compensation as an action to rectify losses, mistakes, or violations—essentially, covering the losses incurred as a result of a violation or mistake. From the perspective of Islamic economic law, it is referred to as *dhaman*, which aims to *raf u al-darar wa izalatuhu*—eliminating the harm experienced by the aggrieved party.

In Islamic law, *dhaman* serves to balance and stabilize worldly and spiritual affairs. In worldly matters, compensation is related to psychological well-being, honor, and property. Spiritually, compensation is viewed as a debt that must be repaid so that it does not become a burden or liability in the afterlife.

The word of Allah SWT in the Qur'an, Surah Al-Baqarah, verse 194, concerning the validity of compensation, says:

مَنْ أَعْنَدَى عَلَيْكُمْ فَاعْنَدُوا عَلَيْهِ بِمِثْلِ مَا أَعْنَدَى عَلَيْكُمْ وَأَنْقُوا اللَّهَ وَأَعْلَمُ أَنَّ اللَّهَ مَعَ الْمُتَّقِينَ

"Therefore, whoever transgresses against you, inflict (a harm) upon them equal to what they have done to you. And fear Allah and know that Allah is with those who are mindful of Him." (Q.S. Al-Baqarah: 194)

This verse explains the situation of two individuals in conflict. Just as one commits a violation against the other, the response should be proportional to the extent of the violation. When applied to the reality of fiqh in peaceful situations and outside the context of war, the meaning of "response" here refers to compensation, fines, diyat (blood money), or other forms of reparation, depending on the type of violation and the harm caused. The essence is that in Islamic law, causing harm to oneself or others is strictly prohibited.

The conditions for compensation are as follows:

- a. There must be a factor of fault. Compensation can be applied due to intentional wrongdoing or negligence by the perpetrator.
- b. Loss and the absence of benefits from a property can justify compensation.
- c. Compensation allowed in a contract under Sharia is only valid if the contract is in accordance with Sharia. If the contract contradicts Sharia, compensation is not permissible.
- d. The amount of compensation must correspond to the loss and should be measurable and real.
- e. The amount of compensation to be paid by the violator should be proportional to the damage caused and cannot be excessive.
- f. Compensation or *ta'widh* is decided based on measurable criteria.

Types of compensation:

- a. Compensation for losses in the form of money.
- b. Compensation in the form of restitution or returning things to their original state.
- c. A statement that an action is unlawful.
- d. Prohibition from committing a certain act.
- e. Nullifying something that was unlawfully created.
- f. Publicizing the decision or the rectified situation.

In paying compensation, it is not always in the form of money, but can also be in the form of restoring the original state, which is the most appropriate form of compensation. In this case, the compensation must be of the same type or can be replaced by another item of equivalent value. Scholars agree that "Whoever damages someone else's property must compensate for the damaged item with something of the same kind" (M.A. Moegni Djojodirdjo, 1976:18). According to Imam Shafi'i and the scholars of Kufa, "Compensation must be made with the same type of item, whether it is an animal or something else." However, it is only valid if the replacement is in the same value if the type is different. The conclusion, according to Imam Shafi'i and the scholars of Kufa, is that the priority in compensation is for the same type. Therefore, the essential element is the material and form (Bakar, 1995:57).

According to the scholars of the Maliki school, "Compensation can be made with the price of the damaged item." Although compensation can be paid with the price of the damaged goods or other items of similar weight, the items must remain the same. If related to the damage to a garden or crops, and the exact amount of damage is not known, the compensation may be measured according to the local community's determination.

### Resolution of Legal Disputes in Minangkabau Customary Law

In Minangkabau, if a dispute arises, the resolution must start from the lowest level or hierarchy. In this case, the dispute is first addressed by the *ninik mamak* (customary leaders) of both parties involved. If the issue remains unresolved, it is escalated to the *kepenghulu suku*

(tribal leaders), and if it is still not resolved, it is brought to the *kerapatan adat nagari* or the *KAN* (customary council of the village) to resolve the dispute (Hasbi As-Shiddiqie, 2014:45). There is a Minang proverb that says, "Bajanjang naiak, batanggo turun," which means that every dispute that occurs in society must be resolved from the lowest level, first by the *ninik mamak*, and once a decision is reached, it is expected to be respected and implemented by both parties. The phrase "bajanjang naiak" (climbing up) signifies that the issue must first be addressed by the *ninik mamak*, and "batanggo turun" (descending the steps) implies that the decision made through deliberation and consensus by the respected elders or those with expertise in customary matters should be followed by the disputing parties (Hilman Hadukusuma, 2002:246).

The process for resolving disputes in Minangkabau is as follows:

- a. Complaints and reports are made by the disputing parties to the *ninik mamak*.
- b. The *ninik mamak* will then summon the parties involved in the dispute.
- c. The disputing parties are brought together for a deliberation and consensus process.
- d. The *ninik mamak* listens to the statements from both parties to identify the core issues.
- e. The dispute is discussed to find a resolution.
- f. After hearing explanations and clarifications from both sides, the *ninik mamak* will provide guidance and direction to the parties. Following this, the *ninik mamak* will issue a decision that encourages reconciliation and resolves the issue amicably (Hilman Hadukusuma, 2002:248).

## Method

This type of research is field research with a descriptive approach and a qualitative method, aimed at understanding and examining phenomena occurring in the field. The primary data sources involve interviewing four parties involved in the dispute, two *ninik mamak*, community leaders, and religious figures. The secondary data sources include articles, journals, and books on dispute resolution and compensation/ta'widh. The data collection techniques in this study are interviews and documentation. The data analysis technique used is triangulation.

## Results and Discussion

### Mechanism for Resolving Compensation Disputes Caused by Residents' Plants That Damage the Property Rights of Others in Kenagarian Simarasok, Baso Subdistrict, Agam Regency

Based on the interviews conducted by the author, the mechanism for resolving compensation disputes caused by residents' plants damaging other people's gardens and houses is carried out through peaceful deliberations with the involvement of *Ninik Mamak*. This process results in a mutual agreement from all parties involved.

The following is an outline of the process and mechanism for resolving compensation disputes related to trees owned by residents that damage houses and gardens, leading to a dispute. The first case of a dispute between Mrs. "N" and Mr. "Z", based on the interview conducted by the author, began on September 12, 2019, when a coconut tree owned by Mr. "Z" fell and damaged the kitchen part of Mrs. "N"'s house, resulting in a total loss of IDR 2,000,000. Mrs. "N", feeling aggrieved, requested compensation from Mr. "Z", the owner of the coconut tree. However, Mr. "Z" refused to pay the compensation, citing a lack of money, which led to the dispute. In a statement made by Mrs. "N", she said the following:

"Dulu lah pernah etek sabuik an ka uda tu, untuak manabang pohon karambia du dek lah condong bana ka arah rumah etek, tapi indak ado direspon dek uda tu, kini mah lah roboh karambia tu mangnai an dapua etek, tu indak ado niat uda tu untuak mangganti rugi do, tu etek mengaduan masalah ko ka mamak etek, untuak dicarian jalan kaluanyo ". Earlier, I had

already told Mr. to cut down his coconut tree because it was leaning too much toward my house, but there was no response from him. Now, it has happened, and the tree has fallen on my kitchen, but there is no intention from him to compensate. So, I reported this issue to my *Ninik Mamak* to find a solution. (Nurlaila, wawancara, tanggal 20 Juni 2023).

Because Mr. "Z" was reluctant to pay compensation, Mrs. "N" reported the issue to *Ninik Mamak*, and a meeting was arranged between Mrs. "N" and Mr. "Z", with the *Ninik Mamak* from both sides, to find a solution. After they were seated together at Mrs. "N"'s house, the *Ninik Mamak* instructed Mr. "Z" to either pay the compensation to Mrs. "N" in cash or restore the condition by repairing Mrs. "N"'s house. However, after five days, Mr. "Z" still had not compensated Mrs. "N". Eventually, at the end of September, Mrs. "N" went to Mr. "Z"'s house, but he was not home. The next day, Mrs. "N" returned to Mr. "Z"'s house, but he was still unable to pay the compensation and requested another week to gather the funds, citing that he had no money. Out of kindness, Mrs. "N" agreed to grant him more time.

After a week passed, Mr. "Z" still had not paid the compensation, explaining that he could not borrow the money from anyone. Finally, Mrs. "N", unable to grant any more time as she did not want her house to remain damaged for too long, with rainwater continuously flooding her kitchen, became angry and frustrated with Mr. "Z" and decided to sever ties with him. She reported the matter again to the *Ninik Mamak* and threatened to take it to the legal authorities (Nurlaila, interview, June 20, 2023).

The *Ninik Mamak* from both sides called the parties again, but Mr. "Z" did not attend the meeting. After three days, the *Ninik Mamak* called the parties again, and this time, Mr. "Z" came to Mrs. "N"'s house after being instructed by the *Ninik Mamak*. Once Mr. "Z" arrived, the *Ninik Mamak* asked him why he had not yet paid the compensation to Mrs. "N". The statement made by Mr. "Z" was as follows:

*"Ambo minta maaf sabalumnyo ka Inur, dek sampai kini alun juo mangganti rugi, dek keadaan tu bana nan sulik bagi ambo, karajo ambo cuman mamanjek karambia urang, itu pun hasilnyo untuak makan sahari-hari, lah ambo cubo mancari pinjaman, tapi idak dapek, kini ko ambo sarahan bana ka mamak-mamak ba'a karancaknyo, ambo ikhlas".* "First, I apologize to Inur, because until now I still haven't been able to pay the compensation, due to my very difficult situation. I only work by climbing other people's coconut trees, and the earnings are just enough for my daily meals. I have tried to find a loan but couldn't get one. Now, I leave it to the *Ninik Mamak* to decide what is best, I accept it sincerely.

Based on the statement from Mr. "Z" above, it can be understood that his economic condition is very poor as he works as a coconut picker, earning just enough for daily meals. He has also tried to seek a loan but was unsuccessful. Mr. "Z" handed over the issue to the *Ninik Mamak* to decide what is best. After hearing Mr. "Z"'s story regarding his financial situation, the *Ninik Mamak* agreed to call the extended family of Mr. "Z" to help him pay the compensation to Mrs. "N" and arranged another meeting with both parties three days later after calling Mr. "Z"'s family. Three days later, the parties gathered again at Mrs. "N"'s house to resolve the dispute, along with Mr. "Z"'s family who had been called. (Mr. Jun (Ninik Mamak), interview, July 20, 2023).

The *Ninik Mamak* explained the dispute between Mrs. "N" and Mr. "Z" to Mr. "Z"'s extended family and shared the economic situation of Mr. "Z," who was unable to pay the compensation, which totaled Rp 2,000,000. The *Ninik Mamak* then asked the extended family for contributions to help relieve Mr. "Z"'s burden. The family agreed to raise the funds and also agreed to help by working together to repair Mrs. "N"'s kitchen to reduce labor costs. After two days, the funds were collected, and materials such as sand, bricks, cement, and roofing were purchased. Then, after three days of working together, Mrs. "N"'s kitchen was restored to its original condition. The relationship between Mrs. "N" and Mr. "Z" was restored, and they resumed being neighbors. (Mr. Jun (Ninik Mamak), interview, July 20, 2023).

The second case involved a dispute between Mrs. "S" and Mr. "H" that started on January 16, 2020. The dispute began when Mr. "H" hired a carpenter to cut down a tree on his property for construction purposes, but the tree fell onto Mrs. "S"'s field. As a result, the plants in Mrs. "S"'s field, including cinnamon and chili, were damaged and destroyed by the fallen tree and trampled by the carpenter. Mrs. "S," feeling aggrieved, immediately confronted Mr. "H" to discuss the matter and request compensation. However, when she met with Mr. "H," instead of receiving a positive response, she was met with a negative reaction from him. Mrs. "S," feeling unjustly treated, reported the issue to the Ninik Mamak for assistance. In the statement provided by Mrs. "S," she said the following:

*"Waktu tu ibuk sadang indak dirumah dek ado acara pulo, ibu pai bara hari, jadi ibuk dak sempat mencek parak ibuk, pas ibuk pulang, tu pai ka parak ibuk, kironyo tanaman ibuk kulik manih samo lado ibuk lah patah patah dek kanai kayu yang disinso, sekitar 9 batang kulik manih sekitar baumua 3 tahun tumbang. samo patah patah, tu banyak lado ibuk yang mati kanai pijak, samo kanai kayu, tu ibuk langsung pai karumah da "H" untuak maminta tanggung jawabnya atas karugian ibuk, tapi Da "H" tu dak nio ganti rugi tu manyabuik kan dak bara kanai kulik manih etek do tu kato Da "H" tu ka ibu. Ibuk dak tarimo, tu ibuk pai kamamak ibuk untuk minta tolong atas karugian ibuk. At that time, I was not at home because I had an event for a few days, so I didn't have the chance to check on my garden. After I returned and went to the garden, I found that my plants, such as my cinnamon and chili plants, had been damaged. The cinnamon trees, around 9 trees that were 3 years old, had fallen and broken due to the wood that had been cut. Many of my chili plants were also trampled and damaged by the wood. I immediately went to Mr. 'H's house to ask for compensation for my losses. However, Mr. 'H' refused to compensate and said that the damage to my cinnamon trees was not significant. I couldn't accept this, so I went to my *Ninik Mamak* to ask for help regarding my losses." (Sarimah, Interview, June 7, 2023)*

After Mrs. "S" reported the issue to Ninik Mamak, Ninik Mamak from both sides called the parties to find a resolution. During the first call, Mr. "H" did not respond without any explanation. Then, three days later, Ninik Mamak called the parties again to gather at Mrs. "S"'s house to resolve the issue. During the second call, Mr. "H" attended. Ninik Mamak then asked both parties to explain the issue. After listening to both sides, Ninik Mamak from both parties first advised and calmed down the situation. After the advice, Ninik Mamak facilitated a discussion to calculate the total loss suffered by Mrs. "S." The total loss was calculated to be IDR 5,000,000 due to the damage to cinnamon trees and chili plants, including the value of the harvest. Ninik Mamak instructed Mr. "H" to pay the compensation. Due to the large amount, Ninik Mamak granted a three-month extension for Mr. "H" to pay the compensation, allowing him to pay in installments. Both parties agreed to the decision made by Ninik Mamak. (Datuak Basa, interview, June 20, 2024).

A week after the agreement, Mr. "H" fulfilled his obligation to pay part of the compensation, amounting to IDR 1,000,000, leaving IDR 4,000,000 remaining. However, after one month, Mr. "H" had still not paid the remaining debt. As it had been a long time, Mrs. "S" visited Mr. "H's" house to ask about the remaining money. Mr. "H" asked for another two weeks. Mrs. "S" agreed. After one month had passed, Mr. "H" had still not paid, and Mrs. "S" returned to Mr. "H's" house. Mr. "H" claimed he didn't have the money and asked for another two-week extension, to which Mrs. "S" agreed. After waiting for around three weeks, Mrs. "S" felt deceived by Mr. "H's" promises. (Sarimah, interview, June 20, 2023).

Mrs. "S" reported the matter again to her Ninik Mamak for assistance, as Mr. "H" showed no good faith in paying the remaining debt. Ninik Mamak from both sides then called the parties together at Mrs. "S"'s house. After the parties gathered, Ninik Mamak asked Mr. "H" why he hadn't yet fulfilled his obligations. Mr. "H" explained that he didn't have the

money and also said the compensation amount was too high. After hearing Mr. "H's" statement, Ninik Mamak from both sides again consulted to find a solution, and it was agreed that the compensation amount would be reduced to lighten Mr. "H's" burden. The new agreed amount was IDR 3,000,000, which was also accepted by Mrs. "S." Ninik Mamak then asked Mr. "H" if he agreed with the decision and the reduced amount. Mr. "H" agreed and promised to pay the remaining amount after two months, following the rice harvest. Upon hearing this, Ninik Mamak asked Mrs. "S" if she was willing to wait for two more months until the harvest. Mrs. "S" agreed to extend the deadline. After two months, Mr. "H" paid off the remaining balance. (Datuak Basa, interview, June 20, 2024).

The author also interviewed Ninik Mamak from both sides regarding how the compensation amount was calculated. According to the interview, Ninik Mamak did not consider the remaining trees that could still be harvested when calculating the compensation. Instead, Ninik Mamak accounted for all the trees, explaining that only a few trees remained that could still be harvested. This method does not align with the principle of fairness, as the compensation was not based on the number of damaged trees compared to those still able to be harvested.

Based on the interviews with the respondents, it can be understood that the mechanism for resolving the compensation dispute was carried out with the assistance of Ninik Mamak from both sides to reconcile the disputing parties. With the role of Ninik Mamak, the dispute was resolved peacefully through deliberation, which aligns with the Minang saying "bulek aia dek pambuluah, bulek kato dek mufakat." This can be categorized as a form of negotiation. In the second case, when calculating the compensation, Ninik Mamak did not consider the trees that could still be harvested, but instead, the total damage was calculated, since only a few trees could still be harvested.

### **Islamic Legal Review on the Mechanism for Resolving Compensation Disputes Regarding Crops Damaging the Property Rights of Others in the Kenagarian Simarasok, Baso District, Agam Regency**

Community life is often accompanied by disputes, as shown in the case presented above, where crops from a resident fell into someone else's yard, causing harm to the surrounding community. However, the tree owner was unwilling to compensate for the damage caused to others, resulting in a dispute between the parties involved. Islam has taught its followers to safeguard property, and in the context of Islamic jurisprudence, property is considered one of the objectives of Sharia (*Al-Maal*).

Protecting property is akin to protecting religion, and Islam obliges us to safeguard our belongings. In rural society, people tend to invest their wealth or assets in forms such as farmland or livestock, which are seen as symbols of prosperity. Islam has also regulated the responsibilities of individuals toward their property. For livestock, the owner's responsibilities include grazing, tying, feeding, watering, and ensuring that the animals do not stray or damage the properties of others. If the livestock escapes and causes damage to someone else's property or farm, the owner is obliged to compensate for the loss.

Similarly, for plants, the owner is responsible for ensuring that their plants do not damage or disturb the surrounding environment. The plant owner must prune branches that extend beyond the boundaries of their own property. If the plant is old and at risk of falling, it should be cut down to prevent any harm. If a plant falls and damages another person's property, the plant owner is required to pay compensation, just as with livestock.

Because the concept in Islam is that, as believers, we are encouraged to compensate for any harm caused by our actions, whether intentional or not, which result in material or non-material loss to others. We are obliged to pay compensation as a form of responsibility. In Islam, we are encouraged to pay compensation, as stated in the following verse:

Allah SWT says in Q.S. Al-Baqarah: 194:

مَنْ أَعْنَدَىٰ عَلَيْكُمْ فَاعْنَدُواْ عَلَيْهِ بِمِثْلِ مَا اعْنَدَىٰ عَلَيْكُمْ وَاتَّقُواَ اللَّهَ وَاْعْلَمُواْ أَنَّ اللَّهَ مَعَ الْمُتَّقِينَ.

"Therefore, whoever harms you (causing loss), let him be free from it, in proportion to the harm he has caused you. Fear Allah and know that Allah is with those who are conscious of Him." (Q.S. Al-Baqarah: 194)

كُلُّ نَفْسٍ بِمَا كَسَبَتْ رَهِينَةٌ

"Each individual is responsible for what they have done."

The verse above explains that every action of a person and everything they own must be accountable, especially if it causes harm to others. Responsibility in the context of human interaction is a form of courage. A responsible person is someone who dares to bear the consequences of everything they are responsible for.

In Islam, the compensation that is encouraged is one that should not burden others. As discussed in the interview with Niniak Mamak regarding the calculation of compensation in the second case, it was found that the calculation was not in line with the principle of benefit because the entire amount was calculated without considering the standard of how many trees were damaged compared to those that could still be harvested. This is prohibited in Islam as it does not align with the principle of benefit for both parties.

In compensation, no party should be harmed. The payment for compensation must adhere to principles of justice and benefit, a fiqh principle that discusses the amount of loss that should be compensated, which is:

مَا أُبِحَ لِلضَّرِّ وَرَأَ يُقَدَّرُ بِقَدْرِهَا (رواها ابن ماجه)

The above principle states that compensation must be calculated according to the actual loss experienced. The amount of compensation should not exceed the actual damage suffered in order to prevent harm to one of the parties. From this principle, it is clear that compensation must be measured based on the actual damage, neither too little nor too much, so that the benefit and principles of justice between the parties can be achieved.

In the process of resolving this dispute, it was settled through traditional means, namely through consultation and consensus with the involvement of Niniak Mamak in Nagari Simarasok. This is in line with the Minangkabau proverb "bulek aia dek pambuluah, bulek kato dek mufakat" (which means, "water flows from the river, and words are settled through consensus"). The resolution of this dispute follows Islamic law, which encourages peace, the elimination of conflicts, and the rectification of damage. The dispute regarding the compensation for damaged crops that affected others' property, including houses and fields, was resolved according to the principles and requirements in Islam. Islamic law encourages consultation (musyawarah).

The position of consultation is highly esteemed, and Islam advocates for peace. Engaging in consultation is a praiseworthy practice and an essential trait for those who are faithful, where their Islam and faith will be perfected by practicing consultation in every situation. The resolution of this dispute, where the Niniak Mamak from both sides worked to reconcile the parties in conflict, allowed them to reconcile peacefully, without coercion or pressure from either side.

As Allah SWT says in the Quran, Surah Al-Hujurat, verse 10:

إِنَّمَا الْمُؤْمِنُونَ أَخْوَةٌ فَاصْلِحُوهَا بَيْنَ أَخْوَيْكُمْ وَاتَّقُواَ اللَّهَ لَعَلَّكُمْ تُرْحَمُونَ

Meaning: 'Indeed, the believers are brothers, so make peace between your brothers and fear Allah so that you may receive mercy.'

From the above verse, we are commanded to reconcile those who are in conflict or dispute through consultation. If believers find fellow believers in disagreement, then other believers should help and immediately resolve the conflict, bringing peace to those who are disputing. In reconciling a problem, the peace (al-sulh) must fulfill its requirements, which include the offer (ijab), acceptance (qabul), and the clear declaration of peace through words.

If the parties involved in a conflict can resolve the issue peacefully, then this is considered a praiseworthy practice for that community, in accordance with the words of Allah SWT in the Qur'an. As Allah says in Surah An-Nisa, verse 128:

وَالصُّلُحُ خَيْرٌ.....

*"Peace is better."*

The word of Allah SWT in Surah Ali Imran, verse 159, says:

وَشَوَّرْزُهُمْ فِي أَلْمَرٍ.....

*"... and consult with them in matters...."*

As mentioned in the verse above, it encourages and commands consultation, which makes it important in life. Islam is a great religion that loves peace. It also mentions that peace and consultation are characteristics of a believer, which make their Islam and faith more perfect.

When linked to the dispute resolution in Nagari Simarasok regarding this conflict, consultation can be categorized as a form of negotiation. Negotiation is a strategy for resolving disputes where one party agrees to resolve or end their issues through consultation, 'barundiang' or 'barumbuak.' This process is assisted by a neutral third party who helps resolve the issue.

As done by Niniak Mamak in Nagari Simarasok in assisting to resolve the dispute regarding crops damaging another person's field and house, this includes peace-making (Al-Sulh). With the role of Niniak Mamak in resolving this dispute, Niniak Mamak is a neutral third party who has also carried out the command of Allah SWT, as mentioned in Q.S. Al-Hujurat verse 9 and Q.S. Ali-Imran verse 159. The parties involved in the dispute or misunderstanding, with the help of Niniak Mamak and through consultation, can reach peace. Thus, harmony can be restored between the parties: the owner of the crops, and the owner of the house and field, allowing for peaceful coexistence in the community.

## Conclusion

Based on the research and discussion, the author concludes as follows:

1. The mechanism for resolving disputes over compensation caused by crops of local residents damaging the property of others in Nagari Simarasok, Baso District, Agam Regency, is carried out based on the agreement of both parties with the involvement of Niniak Mamak from both sides through consultation, 'barundiang,' or 'barumbuak,' conducted at the garden owner's house, and the payment is made in installments. The method used by Niniak Mamak to calculate the compensation is by counting all the crops, without measuring how many trees are damaged compared to those that can still be harvested.
2. The Islamic legal perspective on the mechanism for resolving disputes over compensation caused by crops damaging others' property in Nagari Simarasok, Baso District, Agam Regency, aligns with Islamic law in the form of dispute resolution through peace (al-sulh), mediation, and arbitration (tahkim). However, in the second

case, Niniak Mamak's method of calculating compensation – by counting all the plants in the garden and not measuring how many trees were damaged compared to those that could still be harvested – is prohibited in Islamic law because it does not align with the principle of mutual benefit (kemaslahatan) between the parties. Compensation should not result in harm to either party, and it must adhere to the principles of justice and mutual benefit.

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