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Reconstructing Justice in the Utilization of Pawned Rice Fields: An Empirical Study from the Perspective of Sharia Economic Law in East Lampung, Indonesia

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ABSTRACT

Rice-field pawning remains a common form of community-based financing in East Lampung, Indonesia, where agricultural land is pledged as collateral to meet urgent economic needs. However, the utilization of pledged land by the murtahin may create an imbalance in rights, obligations, risks, and economic benefits when the arrangement lacks clear contractual boundaries. This study aimed to analyze the utilization of pawned rice fields from the perspective of Sharia economic law and to formulate a reconstruction of justice governing the relationship between rahin and murtahin. A qualitative field research design was employed in Purbolinggo District, East Lampung Regency. Data were collected through field observation, in-depth interviews, and documentation and analyzed through data reduction, data display, and conclusion drawing, supported by source and technique triangulation. The findings revealed that rice-field pawning was predominantly based on oral agreements and customary practice, with the murtahin controlling and cultivating the land and receiving agricultural yields until the debt was repaid, while contractual duration, benefit allocation, and utilization mechanisms remained unclear. The proposed reconstruction emphasizes restoring rahn to its debt-security function, separating the loan agreement from land-utilization arrangements, establishing a definite contractual period, strengthening written documentation, and regulating agricultural benefits proportionately. The study concludes that these mechanisms provide a more balanced framework for protecting both parties, strengthening contractual certainty, and aligning rice-field pawning with Sharia economic law.

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INTRODUCTION

Justice is a fundamental principle of Sharia economic law because it governs the proportional distribution of rights, obligations, benefits, and risks in muamalah transactions. Within this framework, a transaction cannot be regarded as equitable merely because the parties have formally consented to it; its economic consequences must also be examined to determine whether one party receives disproportionate benefits at the expense of another. Justice therefore does not necessarily require identical outcomes, but rather a reasonable balance between the contributions, responsibilities, and risks borne by the contracting parties. This substantive conception is particularly important in transactions involving debt and collateral, where differences in bargaining power and economic necessity may shape the terms accepted by the parties. Sharia economic law consequently provides both a normative and ethical framework for preventing exploitation while preserving legitimate economic interests and reciprocal protection (Kusuma et al., 2024). These concerns become especially significant in the practice of *rahn*, where an asset is pledged as security while ownership fundamentally remains with the pledgor.

In Sharia economic law, *rahn* is primarily understood as a security arrangement intended to strengthen the repayment of a debt and, at the same time, reflects the social value of *ta'āwun* or mutual assistance (Galini et al., 2021; Syahrin, 2021). The pledged property therefore functions principally as collateral rather than as an independent source of profit for the creditor. In rural communities, however, this normative structure interacts with longstanding customary arrangements, particularly when productive agricultural land is used as the pledged asset. Rice-field pawning remains practiced in several Indonesian communities, where a landowner or *rahin* transfers control of a rice field to a creditor or *murtahin* in exchange for a loan (Anugrah et al., 2025; Junaidi & Hidayati, 2021; Sutriani et al., 2021). During the pawning period, the *murtahin* may cultivate the land and receive its agricultural output, sometimes until the original debt has been fully repaid (Al Fajar, 2020). When such arrangements operate without a definite duration or a clearly calculated allocation of benefits, a collateral relationship may gradually develop into long-term economic control over a productive asset.

The justice problem arising from this practice cannot, however, be assessed solely from the standpoint of the *rahin*. A landowner who loses access to a productive rice field may experience reduced household income and, consequently, greater difficulty in accumulating the funds required to repay the debt. At the same time, the *murtahin* provides capital, bears the uncertainty associated with delayed repayment, and may also incur substantial cultivation and production costs throughout the period of land use. Studies of indefinite rice-field pawning and similar arrangements have demonstrated that the absence of temporal and economic boundaries may complicate the balance between creditor protection and debtor welfare (Munir et al., 2022; Ria & Abadi, 2023). A framework that simply prohibits any economic benefit to the *murtahin* without considering actual costs and risks may therefore create a different form of imbalance. The central issue is consequently not merely whether the pledged land is utilized, but how such utilization is structured, limited, and distributed so that neither party derives an unjust advantage from the debt relationship.

This tension is particularly relevant because the normative regulation of *rahn* establishes clear limits on the use of pledged property. The legal basis of *rahn* is recognized in Qur'an 2:283 and further elaborated in the Indonesian context through Fatwa No. 25/DSN-MUI/III/2002 of the National Sharia Council of the Indonesian Ulema Council, which affirms that ownership of the pledged asset remains with the *rahin* and restricts its utilization by the *murtahin* (Hakim, 2025; Al Fajar, 2020). The issue becomes empirically visible in Purbolinggo District, East Lampung Regency, where rice-field pawning is commonly based on oral agreements, customary practice, and interpersonal trust rather than detailed written contracts. Preliminary field findings include an arrangement in which a loan of IDR 40,000,000 was secured by approximately half a hectare of rice field, with the *murtahin* permitted to cultivate the land and retain its harvest until repayment. Such an arrangement becomes problematic when the duration of the pledge, cultivation costs, value of agricultural benefits, and allocation of returns are not clearly determined at the beginning of the transaction. The resulting discrepancy between normative Sharia requirements and locally accepted economic practices makes East Lampung an important empirical setting for examining how justice can be reconstructed without disregarding either customary realities or the legitimate interests of the contracting parties.

Existing scholarship has examined rice-field pawning from several closely related perspectives, but most studies have concentrated on determining whether prevailing practices conform to Islamic legal norms. Research has documented the continued use of agricultural land as collateral, the transfer of cultivation rights to creditors, indefinite repayment periods, and the socioeconomic consequences experienced by landowners (Junaidi & Hidayati, 2021; Saifuddin, 2021; Sutriani et al., 2021; Munir et al., 2022; Ria & Abadi, 2023; Anugrah et al., 2025; Hakim, 2025). Other studies emphasize that customary understandings of *rahn* frequently shape local practice more strongly than formal Sharia financial regulations, particularly in rural communities where transactions are built on trust and inherited social conventions (Ainulyaqin et al., 2023). Related scholarship has also discussed the conceptual position of collateral and the rights attached to pledged assets, reinforcing the principle that *rahn* functions primarily as a mechanism of debt security rather than a device for generating unrestricted economic benefits (Galini et al., 2021; Syahrin, 2021). Collectively, these studies demonstrate that the utilization of pawned agricultural property remains one of the most persistent points of tension between customary economic practice and the normative structure of Sharia transactions. Nevertheless, the dominant analytical approach remains largely evaluative, identifying legal compliance or non-compliance rather than developing an empirically grounded mechanism capable of redistributing rights, risks, and benefits between the parties.

A second stream of research has examined the utilization of pledged property through DSN-MUI fatwas and broader principles of Sharia economic law. Studies concerning the use and maintenance of pledged assets emphasize that any benefit derived by the *murtahin* must not automatically arise as consideration for the loan, while separate contractual arrangements may be necessary when the pledged asset generates economic value (Arinda, 2023; Hambali et al., 2022; Syarif & Rohani, 2023; Haikal & Efendi, 2024; Suci & Mapuna. 2025). This body of literature has strengthened the normative distinction between the security function of *rahn* and the commercial utilization of the pledged object. Yet comparatively limited attention has been given to how that distinction can be operationalized in traditional rice-field pawning where the *murtahin* simultaneously provides the loan, manages agricultural production, bears cultivation costs, and receives the harvest over an uncertain period. Moreover, previous studies tend to position either the protection of the *rahin* or the legality of the *murtahin's* benefit as the central question, leaving the reciprocal economic interests of both parties insufficiently integrated into a single analytical framework. The research gap therefore lies not merely in the absence of another legal assessment of rice-field pawning, but in the lack of an empirically informed reconstruction that combines the security function of *rahn*, proportional utilization of productive land, contractual certainty, and distributive justice. Addressing this gap requires moving beyond the binary classification of a practice as permissible or impermissible toward identifying a contractual structure capable of preserving social assistance while preventing disproportionate economic advantage.

Against this background, this study aims to analyze the utilization of pawned rice fields in East Lampung Regency from the perspective of Sharia economic law and to formulate a reconstruction of justice for governing the relationship between *rahin* and *murtahin*. It specifically examines how customary arrangements concerning land control, cultivation, harvest benefits, repayment duration, and contractual certainty correspond with the principles governing *rahn*. The study then develops a reconstruction centered on restoring *rahn* to its function as a security contract, distinguishing the debt relationship from any separate land-utilization arrangement, defining the duration of the pledge, strengthening written contractual certainty, and regulating agricultural benefits proportionately. Theoretically, the study extends the discussion of justice in Sharia economic law by connecting the normative concept of *rahn* with the practical distribution of rights, risks, and economic benefits in productive-asset pawning. Practically, it offers a framework that can assist rural communities and relevant stakeholders in structuring rice-field pawning arrangements that protect the interests of both parties without eliminating the accessibility and social function that sustain the practice. In this way, the proposed reconstruction seeks to align customary agricultural financing with the principles of *ʻadl*, *maslahah*, and *maqasid al-shariʻah* while preserving the reciprocal character of *taʻāwun*.

METHOD

This study employed a qualitative approach with a field research design to obtain an in-depth understanding of rice-field pawning practices, particularly the utilization of pledged agricultural land and the reconstruction of justice from the perspective of Sharia economic law (Fadli, 2021). This design was appropriate because the study focused on the experiences, understandings, interactions, and practices of parties directly involved in *rahn* transactions rather than on measuring predetermined variables. The research was conducted in Purbolinggo District, East Lampung Regency, an agrarian area where rice-field pawning continues to be practiced as part of local economic arrangements. Informants were selected through purposive sampling based on their direct involvement in or knowledge of the practice under investigation. They included *rahin* as pledgors, *murtahin* as pledgees, religious figures, community figures, and other individuals considered knowledgeable about rice-field pawning in the study area.

The study used both primary and secondary data. Primary data were obtained through field observation, in-depth interviews, and documentation related to the implementation of rice-field pawning. Observation was used to understand the actual context of the transactions, particularly the transfer of land control, cultivation of the pledged rice fields, utilization of agricultural yields, and interactions between *rahin* and *murtahin*. In-depth interviews explored the parties' experiences and understandings concerning the formation of the agreement, land utilization, distribution of benefits, repayment arrangements, and their respective rights and obligations. Documentation was used to support and contextualize information obtained through observation and interviews where relevant records or materials were available. Secondary data were derived from the Qur'an, hadith, the Compilation of Sharia Economic Law (*Kompilasi Hukum Ekonomi Syariah*, KHES), fatwas issued by the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), applicable legislation, and scholarly literature concerning *rahn*, justice, and Sharia economic law.

Data collection was conducted by combining field observation, in-depth interviews, and documentation to obtain a comprehensive account of the practice from different sources of evidence. Observation focused on how rice-field pawning was implemented within everyday community life, including the control and cultivation of pledged land and the economic relationship established between the parties. Interviews were directed toward obtaining detailed explanations concerning the basis of the agreement, use of the pledged land, entitlement to agricultural yields, duration of the arrangement, repayment of the debt, and the perceived balance of rights and obligations. Information obtained from different categories of informants was compared to identify similarities and differences in their accounts of the same practice. Documentary materials, where available, were used to complement and corroborate information generated through observation and interviews. This combination of techniques enabled the empirical practice of rice-field pawning to be examined before being interpreted through the normative framework of Sharia economic law.

The trustworthiness of the data was maintained through source triangulation and technique triangulation. Source triangulation was conducted by comparing information obtained from *rahin*, *murtahin*, religious figures, community figures, and other knowledgeable informants, while technique triangulation involved cross-checking evidence generated through interviews, observation, and documentation. The data were analyzed interactively through three stages: data reduction, data display, and conclusion drawing (Auliya et al., 2020; Hermawan & Hariyanto, 2022). Data reduction involved selecting, focusing, and organizing information relevant to the objectives of the study, particularly evidence concerning the structure of the *rahn* agreement, land utilization, duration of the pledge, distribution of agricultural benefits, and the rights and obligations of the parties. The reduced data were then organized and displayed thematically to facilitate comparison across informants and data sources, after which conclusions were drawn regarding recurring patterns and issues in the implementation of rice-field pawning. The overall sequence of participant selection, data collection, triangulation, and qualitative analysis is summarized in Figure 1.

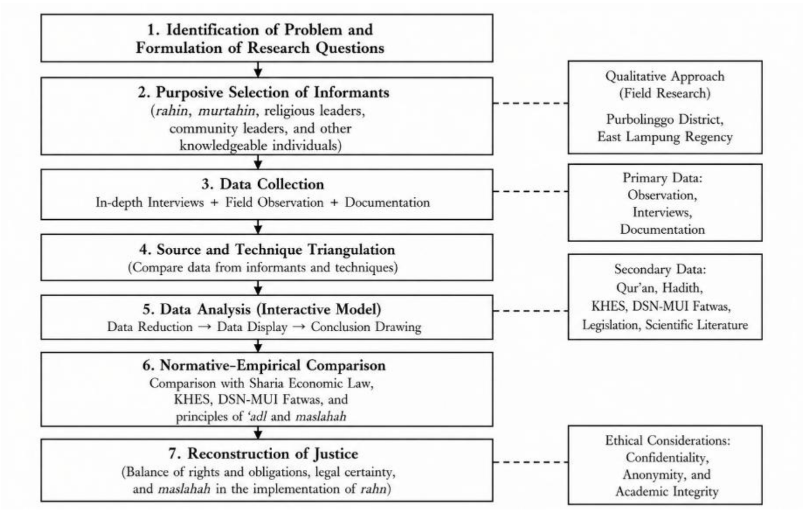

Figure 1. Research Procedure for Analyzing and Reconstructing Justice in Rice-Field Pawning

As illustrated in Figure 1, the empirical findings generated through the qualitative analysis were subsequently interpreted against the relevant principles and provisions of Sharia economic law. Particular attention was given to the KHES, DSN-MUI fatwas, and the principles of justice and *maslahah* governing *rahn* transactions in order to identify areas of conformity and discrepancy between normative requirements and customary practice. This normative-empirical comparison provided the basis for formulating a reconstruction of justice concerning the function of *rahn*, utilization of pledged agricultural land, proportionality of benefits, contractual certainty, and the balance of rights and obligations between *rahin* and *murtahin*. The reconstruction was therefore derived from the relationship between the field findings and the relevant Sharia economic principles rather than from normative analysis alone. Throughout the research process, information provided by informants was treated confidentially, individual identities were not disclosed in reporting the findings, and the data were used solely for academic purposes in accordance with the principles of privacy, voluntary participation, and research integrity.

RESULTS AND DISCUSSION

Results

The results of this study are presented in two interrelated parts to provide a clear account of the empirical findings and the basis for the proposed reconstruction of justice in rice-field pawning. The first part describes the prevailing practices in Purbolinggo District, East Lampung Regency, including the formation of the agreement, control and utilization of the pledged land, allocation of agricultural yields, production responsibilities, and duration of the pawning arrangement. The second part identifies the recurring structural features of these practices that became the empirical basis for formulating a more balanced arrangement between rahin and murtahin.

Characteristics of Rice-Field Pawning Practices in East Lampung

The findings revealed that rice-field pawning remains an established financing practice in Purbolinggo District, East Lampung Regency. The arrangement is generally used when landowners require funds for agricultural expenses, education, health care, household needs, or other immediate economic purposes. In these transactions, the landowner (*rahin*) receives a loan and places a rice field under the control of the lender (*murtahin*) as security for repayment. During the pawning period, the *murtahin* cultivates the pledged land and receives the agricultural output generated from it. This arrangement has been practiced over generations and is regarded by members of the local community as a familiar means of obtaining funds without relying on formal financial institutions.

The field findings further showed that the transactions are primarily based on personal trust, family relationships, and customary agreement. The parties generally enter into the arrangement orally, without a written contract or a formally appointed witness. The agreement typically specifies the amount of the loan, the area of land pledged as security, and the transfer of control over the rice field to the *murtahin*. Detailed provisions concerning the duration of the pledge, calculation of agricultural production costs, allocation of harvest proceeds, and the rights and obligations of each party are generally not specified at the beginning of the transaction. The simplicity of this arrangement makes it relatively accessible to community members who require funds quickly.

One of the transactions identified during the fieldwork involved a loan of IDR 40,000,000 secured by approximately 0.5 hectares of rice field. Under this arrangement, control of the land remained with the *murtahin* until the debt was fully repaid. The *murtahin* cultivated the rice field and received the entire harvest during the pawning period, while the *rahin* did not receive a share of the agricultural proceeds. The land was to be returned to the *rahin* only after full repayment of the original loan. This case illustrates the operational pattern observed in the study, in which the pledged rice field simultaneously served as collateral and as a productive asset managed by the lender.

The management of the pledged land was also found to involve additional financial responsibilities for the *murtahin*. Agricultural production costs, including land preparation, seeds, fertilizer, pesticides, labor, and harvesting expenses, were borne by the *murtahin*. In return, the agricultural output produced from the land was retained by the *murtahin*. However, the field findings did not indicate the use of a systematic calculation to record the total production costs incurred or the cumulative economic benefits obtained from successive harvests. Nor was there an established mechanism for comparing the value of the agricultural benefits with the amount of the outstanding loan. The principal characteristics of the observed practice are summarized in Table 1.

Table 1. Empirical Characteristics of Rice-Field Pawning in Purbolinggo District

Aspect	Field Finding
Primary purpose	Access to funds for agricultural, educational, health, household, and other economic needs
Parties involved	Rahin as landowner/pledgor and murtahin as lender/pledgee
Basis of agreement	Personal trust, family or community relations, and customary practice
Form of agreement	Predominantly oral
Pledged asset	Productive rice field
Control of land	Transferred to the murtahin until repayment
Land management	Conducted by the murtahin
Production costs	Borne by the murtahin
Agricultural proceeds	Received by the murtahin during the pawning period
Share received by rahin	No share of the harvest during the pawning period in the identified practice
Duration	Not fixed at the beginning of the agreement
Termination	Land returned after full repayment of the debt
Benefit calculation	No clear calculation of cumulative benefits relative to the loan
Documented field example	IDR 40,000,000 loan secured by approximately 0.5 hectares of rice field

Another prominent finding concerned the duration of the pawning arrangement. The parties did not establish a definite termination date when entering into the agreement. Instead, the *murtahin* continued to control and cultivate the rice field until the *rahin* was financially able to repay the debt. The field accounts indicated that repayment could extend over several years. During this period, the *rahin* did not receive agricultural income from the pledged land, whereas the *murtahin* continued to cultivate the land and obtain harvest proceeds in each production cycle. Consequently, the duration of land utilization and the cumulative value of the benefits received by the *murtahin* depended primarily on the timing of debt repayment.

The findings also indicated that customary practice plays a substantial role in maintaining this arrangement. Informants regarded the lender's cultivation of the pledged rice field and receipt of its harvest as an accepted consequence of providing the loan and assuming agricultural production costs. The transactions were therefore implemented according to established local practices rather than through detailed contractual provisions. Within this arrangement, the parties did not separately regulate the debt relationship and the utilization of the productive asset. As a result, the same oral agreement simultaneously governed the loan, the transfer of land control, cultivation activities, production expenses, and entitlement to agricultural proceeds.

Findings Underlying the Reconstruction of Justice

Analysis of the field data identified several recurring areas in which the existing arrangement lacked explicit regulation. These concerned the function of the pledged land, the duration of the agreement, the legal form of the transaction, the mechanism for utilizing the land, and the allocation of economic benefits. The findings showed that the rice field was not merely retained as security but was actively cultivated by the *murtahin* throughout the period of indebtedness. At the same time, the agreement did not establish a predetermined limit on the period of utilization or a mechanism for periodically reviewing the economic value generated from the pledged asset. These recurring features formed the empirical basis for identifying the aspects requiring reconstruction.

The first aspect concerned the relationship between the loan and the utilization of the rice field. In the existing practice, both were incorporated into a single customary arrangement, with control and use of the land following automatically from the provision of the loan. The second aspect concerned contractual duration, since the field findings showed that the pledge remained in effect until full repayment without a predetermined period. The third involved contractual documentation, as transactions were predominantly oral and did not contain detailed provisions governing land utilization, repayment, agricultural costs, or dispute settlement. The fourth concerned the allocation of agricultural benefits because the entire harvest was received by the *murtahin*, while no systematic calculation was used to relate those benefits to the value of the loan and cultivation expenses.

Based on these empirical patterns, the reconstruction generated from the analysis comprised several interconnected components. These included clarifying the primary function of *rahn* as security for debt, separating the loan arrangement from any agreement governing productive land utilization, establishing a definite contractual period, documenting the agreement in written form, and specifying a more transparent mechanism for allocating agricultural benefits. The proposed structure also incorporated greater clarity regarding the rights and responsibilities of both *rahin* and *murtahin*, including responsibility for production costs, conditions for land utilization, repayment procedures, and the return of the pledged property. Table 2 summarizes the relationship between the observed problems and the components of the reconstruction derived from the findings.

Table 2. Empirical Basis and Components of the Proposed Justice Reconstruction

Observed Condition	Reconstruction Component Derived from the Findings
Loan and land utilization operate within a single customary arrangement	Distinguish the debt-security arrangement from the mechanism governing land utilization
Land utilization follows automatically from the provision of the loan	Establish explicit terms governing whether and how the pledged land may be utilized
No definite duration is specified	Establish a clear contractual period

Observed Condition	Reconstruction Component Derived from the Findings
Agreement is predominantly oral	Strengthen contractual certainty through a documented agreement
Rights and obligations are not comprehensively specified	Clearly define responsibilities and entitlements of rahin and murtahin
Murtahin bears agricultural production costs	Record and clarify responsibility for actual cultivation expenses
Entire agricultural output is received by murtahin	Establish a transparent mechanism for determining and allocating economic benefits
No systematic comparison between accumulated benefits and the loan	Provide a mechanism for reviewing the proportionality of benefits during the agreement
Land is returned only after full repayment	Clarify repayment, extension, termination, and return-of-property procedures

Taken together, the results demonstrate that the principal issue identified in the field was not simply the cultivation of pledged rice fields by the *murtahin*. Rather, it was the absence of clearly defined contractual boundaries governing how long the land could be controlled, how agricultural benefits were treated, how production costs were accounted for, and how the respective rights and responsibilities of the parties were determined. The findings therefore produced two interconnected outcomes: an empirical description of the prevailing rice-field pawning arrangement and a set of structural components for reconstructing that arrangement. These components provide the empirical foundation for the subsequent discussion of the practice from the perspective of Sharia economic law.

Discussion

The findings show that rice-field pawning in Purbolinggo District is sustained by a combination of economic necessity, interpersonal trust, and customary practice rather than by detailed contractual arrangements. This indicates that *'urf* plays a substantive role in regulating how *rahn* is understood and implemented within the local community. Similar patterns have been reported in other rural settings, where rice-field pawning is maintained because it provides relatively quick access to funds and is socially accepted as part of community-based financing practices (Ainulyaqin et al., 2023; Junaidi & Hidayati, 2021; Saifuddin, 2021). The present findings support these studies but further demonstrate that customary acceptance also determines the distribution of control and economic benefits over the pledged asset. In this context, the absence of formal contractual detail is not merely an administrative characteristic but a factor shaping the economic position of both *rahin* and *murtahin*. Although customary practices may facilitate transactions, their legitimacy cannot be assessed solely on the basis of social acceptance when they create unclear or potentially unequal consequences. The findings therefore position *'urf* as an important contextual mechanism that must be harmonized with the substantive principles of justice in Sharia economic law.

A second major finding concerns the transformation of the rice field from a security asset into a productive resource controlled by the *murtahin*. In the normative conception of *rahn*, the pledged object principally functions as collateral to secure repayment, while ownership remains with the *rahin* (Galini et al., 2021; Syahrin, 2021). The field evidence, however, shows that the rice field also generates direct economic benefits for the *murtahin* because the lender cultivates the land and retains its agricultural output throughout the pawning period. This pattern is consistent with previous studies reporting that the utilization of pledged rice fields frequently becomes an integral part of rural pawning practices (Anugrah et al., 2025; Hakim, 2025; Hambali et al., 2022). Nevertheless, the present study extends those findings by showing that the core issue is not simply whether the *murtahin* uses the pledged asset, but whether the economic consequences of such use are transparently regulated. When the security function and productive use of the land are merged into a single informal arrangement, the boundaries between debt protection and economic gain become difficult to distinguish. This finding strengthens the argument that productive collateral requires a more differentiated contractual structure than non-productive pledged assets.

The indefinite duration of the pawning arrangement further intensifies the imbalance inherent in the observed practice (Raya et al., 2025). The findings indicate that the *murtahin* retains control of the rice field until the debt is fully repaid, without a predetermined contractual period. Similar problems have been identified by Munir et al. (2022), who showed that rice-field pawning without a clear time limit may create prolonged economic dependence and uncertainty for the *rahin*. Related research has also demonstrated that the socioeconomic effects of rice-field pawning become more pronounced when the pledged asset is the debtor's principal productive resource (Junaidi & Hidayati, 2021; Ria & Abadi, 2023). The present study adds a causal dimension to this discussion: when the *rahin* loses access to agricultural income, repayment capacity may weaken, while the *murtahin* continues to obtain harvest benefits as long as the debt remains outstanding. Duration therefore becomes more than a procedural matter because it directly determines the extent and continuity of economic benefit derived from the pledged asset. From the standpoint of justice, a clearly defined period is necessary to prevent the debt relationship from developing into open-ended control over productive land.

However, the findings also indicate that justice cannot be constructed by considering only the economic vulnerability of the *rahin*. The *murtahin* bears cultivation expenses, including land preparation, seeds, fertilizer, pesticides, labor, and harvesting costs, and therefore contributes additional capital and assumes productive risk beyond the initial loan. This empirical condition complicates interpretations that treat every economic benefit received from a pledged asset as inherently one-sided. Studies concerning the use and maintenance of *marhun* similarly suggest that the creditor's entitlement must be considered in relation to actual expenditure and the conditions under which the pledged property is maintained or utilized (Arinda, 2023; Suci & Mapuna. 2025; Syarif & Rohani, 2023). The current findings therefore support a proportional rather than binary conception of justice. In line with Kusuma et al. (2024), justice in Sharia economic law requires balance among rights, obligations, contributions, and risks rather than a simple equality of outcomes. The critical weakness of the observed practice is thus the absence of a transparent mechanism for distinguishing legitimate cultivation costs from additional economic benefits associated with the debt itself.

This distinction provides the basis for reconstructing the relationship between the *rahn* contract and the utilization of pledged land. The findings indicate that the existing customary arrangement combines the loan, transfer of land control, cultivation responsibilities, and entitlement to agricultural yields within a single oral agreement. Such a structure creates ambiguity because the economic use of the land becomes an automatic consequence of the loan. Studies of *marhun* utilization have emphasized that the use of pledged property must be clearly distinguished from the underlying debt-security relationship, particularly when the pledged object generates economic value (Hambali et al., 2022; Arinda, 2023). The DSN-MUI framework discussed in previous studies also places restrictions on benefits derived directly from the loan while allowing separate arrangements when utilization is independently agreed upon (Suci & Mapuna. 2025; Hakim, 2025). The present study extends this principle by proposing that the separation of contracts should serve not merely as a formal legal requirement but as an operational mechanism for allocating rights, costs, benefits, and responsibilities more transparently. In practical terms, separating the debt-security relationship from the land-utilization arrangement creates room for an independently defined *ijarah* or other permissible agricultural cooperation contract (Sholihah, 2024).

The findings also highlight the importance of contractual certainty in reducing ambiguity within rice-field pawning. Oral agreements remain socially accepted in the study setting, but the complexity of the transaction involves far more than the amount of the loan and the identity of the pledged land. It also includes the duration of the pledge, responsibility for production costs, control of the land, allocation of harvest proceeds, repayment procedures, and conditions for returning the property. Similar concerns have been identified in studies examining contractual clauses, defaults, and payment mechanisms in *rahn*, which emphasize that unclear obligations increase the possibility of disputes and unequal interpretations (Galini et al., 2021; Sutriani et al., 2021; Syarif & Rohani, 2023). The present findings therefore indicate that written documentation should not be viewed as replacing trust but as protecting the expectations created by that trust. Greater contractual clarity is also consistent with broader principles of Sharia economic law that emphasize certainty, fairness, and the prevention of excessive ambiguity in economic relationships (Haikal & Efendi, 2024; Rahmi, 2023). In this sense, formalization functions as a preventive mechanism against both legal uncertainty and disproportionate economic advantage.

The reconstruction proposed by this study is consequently centered on proportionality rather than on the complete prohibition of land utilization by the *murtahin*. Previous studies commonly evaluate rice-field pawning by asking whether creditor utilization of the pledged asset is permissible, whether customary practices conform to Islamic law, or whether indefinite pawning violates Sharia principles (Saifuddin, 2021; Munir et al., 2022; Hakim, 2025). Those approaches are important but tend to produce a compliance-oriented assessment that does not fully resolve the distribution of costs and benefits associated with productive agricultural assets. The current findings suggest that a more operational reconstruction must simultaneously regulate the security function of *rahn*, the duration of the agreement, contractual documentation, separation of the debt and utilization arrangements, production costs, and proportional allocation of agricultural benefits. This perspective is consistent with the broader idea of legal reconstruction based on substantive justice, in which existing arrangements are reorganized to produce a fairer distribution of rights and responsibilities rather than merely replaced by formal rules (Ramadhaniati, 2024; Rasiwan, 2024). The contribution of the study therefore lies in translating the abstract principle of justice into specific contractual components applicable to rice-field pawning. Such a structure also strengthens the connection between *al-ʻadl*, *maslahah*, and protection of property interests within Sharia economic transactions.

More broadly, these findings place the study within a developing body of literature that seeks to reconcile customary agricultural financing with the normative requirements of Sharia economic law. Earlier studies have documented the persistence, legal problems, and socioeconomic effects of rice-field pawning across different Indonesian communities (Ainulyaqin et al., 2023; Anugrah et al., 2025; Junaidi & Hidayati, 2021), but relatively few have moved from diagnosis toward an integrated reconstruction of the contractual relationship. The model developed in this study contributes a perspective in which the interests of both *rahin* and *murtahin* are assessed simultaneously through ownership, productive contribution, risk, duration, and distribution of benefits. This approach differs from analyses that position one party exclusively as the protected subject or treat customary practice as either wholly acceptable or wholly incompatible with Sharia principles. By retaining the social function of *taʻawun* while introducing clearer contractual boundaries and proportionality, the proposed reconstruction provides a more context-sensitive framework for productive-asset *rahn*. Theoretically, this extends the application of justice in Sharia economic law from a primarily normative evaluation toward a relational model of economic balance. Practically, it offers a basis for restructuring rice-field pawning without eliminating a financing mechanism that remains socially and economically important in rural communities.

CONCLUSIONS

This study concludes that rice-field pawning in East Lampung is still largely governed by customary practice, in which the murtahin controls and utilizes the pledged land until the debt is fully repaid. The findings show that this arrangement allows the murtahin to receive the agricultural output without clear provisions concerning contractual duration, allocation of benefits, production costs, or the balance of rights and obligations between the parties. As a result, the function of rahn tends to shift from a debt-security mechanism toward prolonged control over the economic benefits of the pledged asset. To address this condition, justice needs to be reconstructed by restoring rahn to its security function, separating the debt agreement from any land-utilization arrangement, establishing a definite contractual period, strengthening written documentation, and regulating agricultural benefits proportionately. This reconstruction provides a more balanced framework for protecting the interests of both rahin and murtahin while improving contractual certainty and aligning rice-field pawning with the principles of Sharia economic law.

AUTHOR CONTRIBUTION STATEMENT

The authors jointly contributed to the conceptualization, development, and completion of this study on justice reconstruction in the utilization of pawned rice fields from the perspective of Sharia economic law. Annisa Julianingsih contributed to the research conception, field data collection, initial analysis, and preparation of the manuscript. Liky Faizal contributed to the development of the legal and theoretical framework, interpretation of the findings from the perspective of Sharia economic law, and critical revision of the manuscript. Khoiruddin contributed to the refinement of the research analysis, evaluation of the proposed justice reconstruction, and final review of the manuscript. All authors participated in discussing the findings, reviewed and approved the final version of the manuscript, and agreed to be accountable for the accuracy, integrity, and overall content of the study.

AI DISCLOSURE STATEMENT

The authors used an artificial intelligence-assisted language-support tool during the preparation of this manuscript for language refinement, grammatical improvement, structural organization, and editorial enhancement. All intellectual content, research design, field data collection, analysis, interpretation of the findings, formulation of the justice reconstruction, and final conclusions were developed and verified by the authors. The authors carefully reviewed, revised, and approved the final manuscript and accept full responsibility for the accuracy, originality, integrity, and scholarly content of the published work.

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