

**Tradition of the Mandondon Agreement In the South Tapanuli Community as Seen from the Face of Islamic Law**

**M. Kamil Siregar**

Pascasarjana State Islamic University of North Sumatra

E-mail: [muhammadkamilsiregar@gmail.com](mailto:muhammadkamilsiregar@gmail.com)

Info Articles	Abstract
<p><b>Article History</b>            Received : 2018-07-07            Revised: 2018-07-12            Published: 2018-07-30</p> <p><b>Keywords:</b>  <i>Mandondon, Akad            Mandondon, South            Tapanuli</i></p>	<p>Tradition of Mandondon contract is a people's habit in Sipirok sub-district, the south Tapanuli in getting loan (debit) by pawning their rice field to the capital owner, but it will become a guarantee and will be controlled by people receiving pawning, and they may cultivate to utilize it, then collects the results of the rice field during debit must be returned by mortgaging with the same amount, so that people who are pawning to be lost. The main problems in this research, (1) how are the essence and the implementation of Mandondon contract in Sipirok sub-district? (2) How are the reviews of Islamic law to tradition of Mandondon contract in Sipirok sub-district?. Then, the general goals achieved in this research are to know the essence and the implementation of the Mandondon contract. The particular goal is to know how the review of Islamic law to tradition of Mandondon contract. This research is a field research using data analysis method, a qualitative method, using a case approach. The data source of this research is people pawning their rice field, the person receiving the pawn, adat's figure, and MUI chairman. The results of this research show that practice agreement of Mandondon contract (pawn rice field) if it is seen in qualified term, it is already qualified, but has not fulfilled the principle because in the pawnshop is not yet clear the deadline for repayment of debt which must be done by the mortgage to the recipient of the pledge, then in the implementation that occurs in the Sipirok's community are not perfect pawnshops or not according to Islamic shari'a. In pawn practices, researchers find that there are elements of usury and utilization of the mortgaged goods.</p>

**I. INTRODUCTION**

Allah SWT created humans as social creatures, where one individual depends on another. Humans were created to complement each other, so that they can help each other. The poor need help from the rich, whether in the form of food or money. The rich also need help from the poor, whether in the form of services or labor, and so on. Humans are always interacting with one another, whether they realize it or not, to ensure their lives are always sufficient.

Debt is sometimes unavoidable, despite the growing distrust among people, especially in today's economy, which is very tight. Consequently, people are forced to ask for collateral in the form of valuables or objects to lend their assets. In the realm of buying and selling, there are many different ways people seek

money, one of which is through rahn (pawning) under Islamic law (Suhrawardi, 1996).

In terms of survival, humans are inextricably linked to challenges, both economic and other aspects. Economically, humans often engage in debt transactions to meet their financial needs, either with collateral (often called pawning debt) or without collateral. Debt is the act of giving something to another person with the promise of repayment.

Meanwhile, debt with collateral (pawn or rahn) according to Arabic is al-hasbu which means detention. According to the term rahn, it is holding an object with rights that allow it to be executed, meaning making an object/item which has a property value in the eyes of the Sharia as collateral for a debt, as long as the debt cannot be

repaid with the item, the debt can be replaced in whole or in part (Yazid Afandi, 2009).

In the tradition of helping each other, caring for each other, helping each other in economic matters, it is really felt by the community. Sapirok sub-district, South Tapanuli district, one form of mutual assistance is the Mandondon akad tradition which has been carried out by the local community for many years in the South Tapanuli district, especially in Sapirok sub-district.

The tradition of the mandondon agreement is actually related to pawning (rahn), where a relative, sibling, or neighbor wishes to borrow money with collateral limited to a rice field or field. So, before the borrower (rahin) can repay the debt, the person to whom the money was borrowed (murtahin) may use and manage the rice field and all the harvest for the borrower (murtahin). Usually, in this mandondon agreement, both the borrower (rahin) and the borrower (murtahin) have agreed and mutually consented to the agreement without any coercion or pressure.

So the essence of this mandondon agreement is to borrow money from someone by pawning his rice field as collateral. and giving full usage rights to the person who borrowed the money by being allowed to cultivate and utilize the rice field and take the results. Usually in this mandondon agreement the rice field can be returned after the money is paid in full, if it has not been paid then the rice field will still be used by the person who lent the money and there is no agreement that the rice field will be withdrawn and owned by the person who borrowed the money if it is not paid but the deadline for returning the rice field is extended again. The deadline for returning the money and rice field agreed in this mandondon is two or three harvest seasons at least, especially in Sapirok District, South Tapanuli Regency.

The practice of the Mandondon akad tradition has actually been carried out for a long time in the South Tapanuli Regency, especially in Sapirok

District where there are still many rice fields and fields owned by local people which are used as a place to earn a living. However, the problem in the practice of the mandondon agreement that occurred in Sapirok District, South Tapanuli Regency, in practice, shows that there are several things that are considered burdensome for one of the parties, namely the person who borrowed the money or in Islam is said to be rahin (the person who gave the pawn), namely the rice fields are very disadvantaged and can even lead to a problem, namely usury. This can be seen from the practice of the implementation of the mandondon agreement itself, where the person who borrowed the money or murtahin (pawn recipient) may use and cultivate the rice fields as long as the money has not been returned and the harvest as a whole for the person who borrowed the money / murtahin (pawn recipient) usually in practice this mandondon agreement, especially in Sapirok District, South Tapanuli Regency, the person who borrowed the money or the person who gave the pawn (rahin) in the form of rice fields has agreed with the person who borrowed the money (murtahin) to return the rice fields if the money can be paid in full.

The agreed time limit for returning the rice fields is within a period of two or three harvest seasons at the earliest, especially in the Sapirok area of South Tapanuli Regency, so before the person who borrowed the money (rahin) can pay off his debt, the mortgaged rice fields will still be used by the person who has the money (murtahin) and may cultivate the rice fields and take the harvest. If the agreed time limit has expired while the money borrowed has not been paid off, the rice fields may be used again until the debt of the person who borrowed the money (rahin) is paid off and there is no agreement in this mandondon contract that the rice fields will be withdrawn and owned by the person who have money (murtahin) if not paid off. Departing from several bases and backgrounds above, the author found a problem

in terms of the practice of the mandondon agreement in the Sipirok District community where in the practice process there is misuse of the agreement in the practice of pawning because it contains exploitation, fraud, injustice, and elements of usury. According to the community, in the implementation of this mandondon agreement which is carried out in Sipirok District, South Tapanuli Regency, there is no certainty about the clarity of the law on its halal and haram.

## II. RESEARCH METHODS

This study employs an empirical legal research method using sociological and Islamic law approaches. The sociological approach is applied to examine the implementation of the *Mandondon* tradition within the community of Sipirok District, South Tapanuli Regency, while the Islamic law approach is used to analyze the conformity of the *Mandondon* practice with the principles and provisions of *rahn* (Islamic pawn contracts). The data sources consist of primary data obtained through interviews with traditional leaders, religious leaders, *rahin* (pledgers), *murtahin* (pledge recipients), and local communities, as well as secondary data derived from books, journals, and legal references related to Islamic law and customary practices. Data collection techniques include interviews, observation, and literature study. The collected data are analyzed qualitatively using a descriptive-analytical method to explain the implementation of the *Mandondon* agreement and evaluate its compatibility with Islamic legal principles.

## III. RESULTS AND DISCUSSION

### A. Mandondon

Mandondon is a regional language derived from the words man + dondon, meaning to fall upon. In an online Batak dictionary on a site, the word "dondon" (mandondoni) is defined as: to fall upon, to press something down, to crush, to press

down from above. Mandondon also means to buy a rice field with the condition that the seller may only buy it back after two years, or to sell a field or rice field in this way, selling it as a pawn.

So the essence of the Mandondon tradition in Sipirok sub-district that the researcher refers to here is that people who want to pawn their rice fields come to people who have money with the intention of borrowing the money by pawning their rice fields as collateral and giving full usage rights to the person who borrowed the money (*murtahin*) by being allowed to cultivate and utilize the rice fields and take the results. Usually, in this Mandondon agreement, the rice fields can be returned after the money is paid in full, if not paid then the rice fields will still be used by the person who borrowed it the money and there is no agreement that the rice fields will be withdrawn and owned by the person who borrowed the money if it is paid but the deadline for returning the rice fields is extended again. The deadline for returning the money and rice fields agreed in this mandondon is two or three harvest seasons at least, especially in Sipirok District, South Tapanuli Regency, but the debt repayment deadline is not determined to be binding.

### B. The Process of Implementing the Mandondon Akad Tradition in Sipirok District

According to the results of the researcher's interview with a traditional figure in Parsorminan Village, namely Mr. Helmi Sofyan Harahap, the practice of implementing the Mandondon akad tradition carried out in Sipirok District goes through several processes, namely:

- 1) A person who is a Padondonkon (*rahin*) is a person who pawns his rice field to borrow money from the pawnbroker, the *rahin* comes to the *murtahin* without coercion or pressure but of his own free will.
- 2) The person who is the pawnbroker (*Murtahin*), namely the recipient of the rice field mortgage, then gives the amount of money needed by the

rahin, then the murtahin has the right to cultivate and utilize the rice field owned by the rahin.

- 3) The pawned goods are in the form of rice fields (Marhun) in the practice of the Mandondon agreement which is used as the object in the agreement is rice fields, then the area of the rice fields will be adjusted to the money that will be borrowed by the rahin. If the agreement has been agreed upon, the next process is the *ijab kabul*.
- 4) Debt (*marhun bih*), namely debt borrowed by the rahin will still be returned to the murtahin even though the rice fields have been managed and The murtahin takes advantage of it but his debt does not increase if he is late in paying it within the specified time period.
- 5) *Ijab kabul* is the handover of pawned goods between the rahin and the murtahin. With this *ijab kabul*, the rice field is legally managed by the murtahin, but the time period is unclear and is not binding, it is only based on the rahin's awareness to pay his debt. Usually the *ijab kabul* process is only done verbally.

According to the confessions of several respondents, both traditional figures, religious figures, and people who have carried out the mandondon process directly, especially sources from Murtahin and Rahin, the pawn recipient (Murtahin) in this case the person whose money was borrowed is named Mr. Suang Gufon Siregar (murtahin) aged 38 years who works as a toke when he was asked how the process of practicing the mandondon agreement was carried out, the following is his statement:

"In fact, this Mandondon agreement is a rice field mortgage agreement by way of borrowing and use, namely the collateral is the rice field,"

In the second stage, the researcher interviewed the padondonkon (rahin), the person who mortgaged the rice field to borrow money from the murtahin. The resource person, Mr.

Aspori Siregar (rahin), aged 53 years and working as a farmer, stated the following:

"This Mandondon agreement is a traditional rice field pawning agreement, the rice fields are used by the mortgagor as collateral for the debt we borrow."

From the results of interviews with respondents, it can be presented that 90% of respondents and several figures stated that the contract contained in the Mandondon contract tradition is a rice field mortgage contract. which is a tradition that aims to help people who are in urgent need of loans.

### C. Review Law Islam To Practice Tradition contract mandondon in Sapirok District.

The practice of the mandondon contract that occurred in the community of Sapirok District, South Tapanuli Regency, basically all cases that researchers found in the field that this mandondon contract has fulfilled the requirements for pawning but has not fulfilled the pillars of pawning, the pillars that have not been fulfilled are in the pawn contract there is no clear deadline for debt repayment that must be made by the pawnbroker to the recipient of the debt then in its implementation what happened in the Sapirok community is that the pawn contract is imperfect or not in accordance with Islamic law. all pawn practices that the author found contain elements of usury and the use of pawned goods, because the contract in a pawn transaction is very important and is the spearhead in whether or not a pawn transaction is valid by Rahin and Murtahin, if the contract alone is wrong then it is certain that the pawn practice will harm one of the rahin or it does not rule out the possibility that the murtahin will be harmed. Because a valid contract is one that meets the requirements and pillars contained in the contract. The following are the pillars of pawning (Chairuman, 1996):

- 1) Shighat or words
- 2) There are pawn givers (rahin) and pawn recipients (murtahin).

- 3) There are pawned items (marhun).
- 4) There is debt (marhum bih)

If we pay attention to the Mandondon agreement that exists among the people of Sipirok District, it is not in accordance with the pillars of pawning in Islamic law because it is not clear in the shighat or wording when accepting the marriage contract. when the contract period will end so that it causes misunderstandings in the future. not only occurs from errors in Lafadz or the agreement, but researchers also found that there is a practice of pawning by using and utilizing the rice fields belonging to the rahin while the entire rice field yield is not given to the rahin, plus the debt borrowed by the rahin must be returned with the same nominal amount, of course this provides multiple benefits to the murtahin and also provides multiple losses to the rahin. Basically, according to the majority of scholars, if the person who provides credit in this case the murtahin then gets more returns, then this is a practice of usury as in the famous rule Every credit that brings benefits, then it is usury.

Then the researcher also saw that the majority of the population of Sipirok sub-district are Shafi'i and follow Imam Syafi'i, therefore, to strengthen the prohibition of utilizing pawned goods in the form of rice fields, the researcher is more inclined to the opinion of Imam Syafi'i, he does not allow pawned goods to be utilized by murtahin because it is related to the prohibition of taking advantage of debt which includes usury. The suggestion of the chairman of the MUI21 Sipirok Sub-district regarding the practice of mandondon agreements which are often carried out by the Sipirok community:

- 1) Agreement should done in a way written And clear timeend of the contract.
- 2) Items that have been pawned should not be pawned or used.
- 3) The agreement made by the pawnbroker and the pawnee should not be violated

- 4) Pawned items should be the legal property of the pawnbroker.

For rice paddy collateral to be utilized, it is better to use the bai al-wafa contract, ijarah contract or muzara'ah and mukhobaroh contracts.

## IV. CONCLUSION AND SUGGESTIONS

### A. Conclusion

As a conclusion to the discussion, the author draws the following conclusions about the practice of the Mandondon marriage tradition that occurs in Sipirok District, South Tapanuli Regency:

The essence of the Mandondon contract is borrowing money from someone, either that neighbors, relatives, or relatives by pawning their rice fields as collateral. and giving full usage rights to the person who borrowed the money by allowing them to cultivate and utilize the rice fields and take the results in full. Usually in this mandondon agreement the rice fields can be returned after the money is paid in full, if it has not been paid then the rice fields will still be used by the person who borrowed the money and there is no agreement that the rice fields will be taken and owned by the person who borrowed the money if it is not paid but the deadline for returning the rice fields is extended again. The deadline for returning the money and rice fields agreed in this mandondon is not limited but usually two or three harvest seasons at least, especially in Sipirok District, South Tapanuli Regency.

The practice of the Mandondon agreement that occurred in the community of Sipirok District, South Tapanuli Regency, basically all cases that researchers found in the field showed that the Mandondon agreement was not in accordance with Islamic law, in terms of conditions it had fulfilled the pawn requirements but had not fulfilled the pillars of pawn, the pillars that had not been fulfilled were Shigat or Lafadz at the time of the ijab kabul which were not clear.

## B. Suggestions

Based on the findings, the implementation of the *Mandondon* agreement in Sipirok District should be improved by establishing clear and written agreements, particularly regarding the duration of the contract and repayment periods, to minimize future disputes between parties. In addition, the utilization of pawned agricultural land by the *murtahin* should be reconsidered because it may lead to elements of *riba* (usury) and unfair benefits, which are inconsistent with Islamic legal principles.

Furthermore, local communities need to increase their understanding of Islamic economic law, especially concerning *rahn* contracts, through education and religious counseling provided by religious leaders and related institutions. Alternative contracts such as *Bai' al-Wafa*, *Ijarah*, *Muzara'ah*, or *Mukhabarah* may also be adopted as more appropriate mechanisms for managing agricultural land while maintaining compliance with Islamic law. Lastly, stronger collaboration between religious leaders, customary leaders, and community institutions is necessary to preserve local traditions while ensuring their conformity with sharia principles.

## REFERENCE LISTAN

Afandi, Yazid. (2009). *Fiqh muamalat dan implementasinya dalam lembaga keuangan syariah* Yogyakarta: Yogung Pustaka

Al-Juhaili, Wahbah. (1989). *Al-Fiqh al-Islami wa*

*Adillatuh*, Beirut: Dar Al-Fikr

- Al-Syalabi, Mustafa. (1981). *Ta'lil Al-Ahkam*, Beirut: Daar al-Nahḍah al-Arabiyah
- Bisri, Adib Munawir AF. (1999). *Kamus AL-BISRI*, Surabaya: Pustaka Progressif
- Qudamah, Ibnu Al-Mughnil. (2009). *Penerjemah Misbah*, Jakarta: Pustka Azzam
- Rachmat Syafe'i. (2001). *Fiqh Muamalah*. Bandung: Pustaka Setia
- Saïd Ramadhan al-Bouthi. (1982). *Jawabi al Maslahah Fi al-Syari'ah al Islāmiyah*, Beirut: Muassasah ar-Risālah
- Sarwat, Ahmad. (2009). *Fiqh Muamalah*. Surabaya: Abu Al-Fatih
- Suhrawardi dan Chairuman. (1996). *Hukum perjanjian dalam Islam*. Jakarta: Sinar Grafika
- Uman, Chaerul dkk. (2000). *Ushul Fiqh 1* Bandung: Cv Pustaka Setia
- Yusuf, Muhammad. (2012). *Ensiklopedi tematis ayat Al-Qur'an dan Hadits*, Jakarta: Widya cahaya
- Zamakhsyari, (2015). *Teori-Teori Hukum Islam Dalam Fiqih Dan Uşul Fiqh*. Bandung: Ciptapustaka Media Perintis