

Analysis of the Paje' Pangempang Tradition in the Perspective of the Ijarah Contract

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Abstract

Indonesia is rich in local traditions that not only reflect cultural identity but also shape patterns of economic interaction within society. One such practice is the *paje' pangempang* tradition in Tunreng Tellue Village, Bone Regency, which represents a form of cooperation between landowners and managers in utilizing pond land over a certain period. This practice is particularly interesting to examine as it inherently involves the utilization of benefits in exchange for compensation, which in Islamic law is recognized as an *ijarah* contract. However, the community does not explicitly identify this practice as *ijarah*, making it necessary to further analyze its conformity with Islamic legal principles. This study aims to examine the implementation mechanism of the *paje' pangempang* tradition and analyze its conformity with the *ijarah* contract from the perspective of Islamic law. The research employs a qualitative method with a normative-empirical approach through interviews, observation, and documentation. The findings indicate that the practice is carried out based on clear agreements between the parties, predetermined compensation, and well-defined rights and responsibilities. Therefore, the *paje' pangempang* tradition fulfills the essential pillars and conditions of the *ijarah* contract and can be considered consistent with Islamic legal principles.

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1. Introduction

Indonesia is widely acknowledged as a country with a vast diversity of cultures and local traditions that continue to exist and develop within society. These traditions are not only expressions of cultural identity but also function as social systems that regulate patterns of interaction, economic activities, and collective behavior (Syamsuriyah, 2023). In a broader sense, culture encompasses systems of ideas, values, norms, patterned activities, and material creations that are continuously reproduced in human life. Therefore, culture and society are interconnected elements that cannot be separated, as each influences and shapes the other.

From an anthropological perspective, tradition can be understood as a set of customs and habitual practices that are carried out repeatedly and become an integral part of community life (Janu & Hariani, 2023). These practices often contain religious, moral, and social values that guide individuals in their daily interactions. Over time, traditions evolve into unwritten norms that function as a reference for behavior, forming a structured cultural system that governs social relationships within a community.

Every society possesses its own cultural system, although the forms and levels of development may vary. Culture generally manifests in three main forms: as a system of ideas that includes values and norms, as a system of activities reflected in patterned human behavior, and as tangible products created by humans. These three forms are interrelated and collectively

shape the social structure of a community. As such, culture not only influences how people behave but also determines how they perceive and respond to their environment.

In Islamic law, the existence of tradition is closely associated with the concept of 'urf, which refers to customs that are recognized and accepted by society (Jannah, 2023). Etymologically, 'urf means something that is considered good and reasonable, while terminologically it refers to practices that have become familiar and embedded in community life. Islamic jurisprudence acknowledges 'urf as a secondary legal consideration, provided that it does not contradict the fundamental principles of the Sharia (Rizal, 2019).

The recognition of 'urf is supported by Islamic sources. In the Qur'an, Surah Al-A'raf (7:199):

خُذِ الْعَفْوَ وَأْمُرْ بِالْعُرْفِ وَأَعْرِضْ عَنِ الْجَاهِلِينَ

Meaning: Be forgiving, order (people) to the righteous, and turn away from fools (Ministry of Religious Affairs of the Republic of Indonesia, 2019).

The verse above clearly shows that Allah told us to use 'urf. The word 'urf in the above verse is interpreted as a matter that is considered good by society. The verse can be understood as an order to do something that has been considered good so that it becomes a tradition in a society. This call is based on the consideration of good habits and is considered useful for their benefit. Additionally, a hadith narrated from Ibn Mas'ud states that what is regarded as good by Muslims is also considered good in the sight of Allah (Al-Bukhari, n.d., Hadith No. 2155; Muslim, n.d., Hadith No. 1418). These foundations indicate that customs which bring benefit and align with ethical values can be integrated into Islamic legal reasoning.

However, not all customs qualify as valid 'urf. Scholars have established specific conditions, including that the custom must not contradict Sharia principles, must promote benefit and prevent harm, must be widely practiced, and must not relate to acts of pure worship (ibadah mahdah) (Ibn Qudamah, 1985). Furthermore, scholars such as Al-Zarqa emphasize that a valid 'urf should be consistently practiced over time and recognized by the majority of the community.

Based on its scope, 'urf is divided into general 'urf and specific 'urf (Rizal, 2019). This study focuses on specific 'urf, as the tradition being examined is localized within a particular community and shaped by its unique socio-cultural characteristics.

One of the local traditions that reflects this concept is paje' pangempang, which is practiced in Tunreng Tellue Village, Sibulue District, Bone Regency. This tradition is closely related to economic activities in the fisheries sector, particularly aquaculture management. Linguistically, paje' means leasing, while pangempang refers to fish ponds, indicating that the practice essentially involves leasing aquaculture land.

In its implementation, paje' pangempang represents a cooperative relationship between the pond owner and the manager. The owner grants the right to utilize the pond to another party for a certain period, while the manager is responsible for managing and maintaining the pond. Unlike purely informal traditions, this practice is carried out through a formal written agreement. In many cases, the contract is documented officially, even involving notarial procedures, and is witnessed by village authorities such as the head of the village and other community members. This indicates that the practice has a clear legal structure and provides certainty regarding the rights and obligations of both parties.

The existence of written agreements, clearly defined terms, and official witnesses demonstrates that the paje' pangempang tradition has developed into a structured and accountable system. At the same time, it continues to preserve local cultural values such as trust, responsibility, and mutual respect. This combination of traditional values and formal legal mechanisms makes the practice unique and worthy of further study (Syamsuriyah, 2023).

From the perspective of Islamic law, such a practice can be analyzed through the framework of the ijārah contract. Ijārah is defined as a contract involving the transfer of the right to use or benefit from a good or service for a specific period in exchange for compensation (ujrah), without transferring ownership of the asset. This concept is widely discussed in Islamic jurisprudence and serves as a foundation for various forms of economic transactions.

The validity of an ijārah contract depends on the fulfillment of its essential elements, including the contracting parties ('aqidain), the object of benefit (ma'qud 'alayh), the agreed

compensation (*ujrah*), and the contractual expression (*ṣīghat*) (Nanda et al., 2022). In addition, Islamic teachings emphasize principles such as clarity, fairness, and mutual consent (*tarāḍī*), as well as the prohibition of uncertainty (*gharar*).

Although the *paje' pangempang* tradition does not explicitly use the terminology of *ijārah*, its substantive elements indicate a strong resemblance to this contract. However, a comprehensive analysis is required to determine the extent to which this practice fulfills all the requirements of *ijārah* according to Islamic law.

The findings of this study demonstrate that the *paje' pangempang* tradition practiced in Tunreng Tellue Village reflects the fundamental principles of the *ijārah* contract in Islamic law. This is evident from the existence of mutual agreement between the parties, clarity regarding the object of the lease (fishpond), a specified rental period, and an agreed form of compensation.

These findings are consistent with previous studies that highlight the widespread implementation of *ijārah* in various socio-economic contexts. For instance, (Rahmad Hidayat, 2021) found that land leasing practices are generally based on mutual agreement between landowners and tenants, even when contracts are conducted verbally. This aligns with the current study, where agreements are also often based on trust and mutual understanding within the community.

Similarly, (Muhammad Rio Fernando, 2022) emphasized that clarity and transparency in leasing agreements play a crucial role in ensuring fairness and economic benefit. In the context of *paje' pangempang*, this principle is reflected in the clear determination of rental payment and duration at the beginning of the agreement.

Furthermore, the findings of this study support the conclusions, who stated that leasing practices generally fulfill the pillars and conditions of *ijārah*, despite certain practical challenges such as informal contract extensions. In the case of *paje' pangempang*, although agreements are often not formally documented, the essential elements of *ijārah* remain fulfilled (Lina Rohmatul Hidayah, 2025).

However, this study also reveals a distinctive characteristic that differentiates it from previous research, namely the implementation of a full upfront payment system. This mechanism indicates a stronger transfer of risk to the manager, which is not always found in other leasing practices. Despite this, the system is accepted by both parties due to the presence of trust and established local norms.

In addition, unlike most previous studies that primarily focus on formal contractual and economic aspects, this research highlights the integration of cultural values within leasing practices. The *paje' pangempang* tradition is not merely an economic transaction but also a social practice embedded in local customs (*'urf*), which plays a significant role in shaping the agreement.

Therefore, this study not only confirms the applicability of *ijārah* principles in traditional contexts but also demonstrates that local traditions can function as a complementary framework in Islamic economic practices, as long as they do not contradict Sharia principles.

2. Methods

This study applies a qualitative research method with a descriptive approach. The qualitative method is employed to explore and understand social phenomena within the community, particularly those related to the implementation of the *paje' pangempang* tradition in Tunreng Tellue Village. Through this approach, the researcher is able to examine in depth the practices, meanings, and values embedded in the tradition, as well as to analyze its conformity with the principles of the *ijārah* contract in Islamic law.

The research was conducted in Tunreng Tellue Village, Sibulue District, Bone Regency, South Sulawesi. This location was intentionally selected because the *paje' pangempang* tradition is still actively practiced by the local community, making it highly relevant as the focus of the study. The continuity of this practice provides a strong empirical foundation for analyzing its implementation in relation to Islamic legal principles.

The data used in this study consist of primary and secondary data. Primary data were obtained directly from informants who are involved in or have knowledge of the paje' pangempang practice, including fishpond owners, managers, religious leaders, and village officials. To ensure ethical standards and maintain confidentiality, the informants are identified using codes based on their roles, such as Informant 1 (Fishpond Owner), Informant 2 (Manager), and so forth. Meanwhile, secondary data were collected from books, journal articles, previous studies, and relevant legal documents related to ijārah and Islamic law.

Data collection techniques in this study include interviews, observations, and documentation. Interviews were conducted to gather detailed information regarding the mechanisms and implementation of the paje' pangempang tradition. Observations were carried out to directly examine practices in the field, while documentation was used to support and validate the data obtained from interviews and observations.

Data analysis was conducted using a descriptive qualitative approach through several stages. The first stage is data reduction, which involves selecting, simplifying, and focusing raw data obtained from interviews, observations, and documentation in accordance with the research objectives. In this study, data reduction was carried out by identifying information related to the essential elements of the ijārah contract, such as the contracting parties, the object of the contract, and the form of compensation. Irrelevant data were excluded to maintain the focus of the analysis.

The second stage is data presentation, where the reduced data are organized systematically to facilitate further analysis. The data are presented in the form of descriptive narratives, tables, or direct quotations from informants. For instance, findings related to payment practices in the paje' pangempang tradition are structured to illustrate their conformity with the elements of ijārah, including benefits, ujah (compensation), and tarādī (mutual consent). This stage helps to clearly demonstrate the relationship between local traditions and Islamic legal principles.

The final stage involves drawing conclusions and verification, which includes identifying patterns, meanings, and relationships within the data. At this stage, the researcher evaluates whether the paje' pangempang practice fulfills the requirements of the ijārah contract or functions merely as a social tradition. The conclusions are drawn progressively and verified through interview and observational data to ensure their validity and reliability. In addition, data triangulation is applied by comparing information from multiple sources, including interviews, observations, and documentation, to enhance the accuracy and credibility of the findings.

3. Results and Discussion

a. Implementation of the Paje' Pangempang Tradition

The paje' pangempang tradition is a socio-economic practice that has long been embedded in the lives of the people of Tunreng Tellue Village, Sibulue District, Bone Regency. This practice reflects a form of cooperation between the fishpond owner and another party who is entrusted with managing the pond for a specific period based on a mutually agreed arrangement. Beyond being a simple economic transaction, this tradition also embodies social values such as trust, kinship, and mutual responsibility, which continue to shape the way agreements are formed and implemented within the community.

This understanding is further reinforced by the statement of Informant 1 (Fishpond Owner), who has long been involved in the practice of paje' pangempang. She explained that this tradition has existed since earlier generations and was initially carried out in a very simple manner, relying primarily on oral agreements between the pond owner and the manager. At that time, written contracts were not considered necessary because the community placed strong emphasis on trust and familial relationships as the foundation of social interaction. Agreements were upheld based on moral responsibility and social reputation rather than formal legal documentation.

However, as social and economic conditions evolved, the implementation of paje' pangempang also underwent significant changes. Informant 1 (Fishpond Owner) further noted

that the community gradually began to formalize agreements through written contracts. This shift was motivated by the need to provide clearer legal certainty, define the rights and obligations of each party, and prevent potential disputes in the future. These written agreements are now typically signed by both parties and witnessed by at least two individuals, reflecting a growing awareness of the importance of transparency and accountability in economic transactions.

The dynamic nature of this tradition demonstrates its ability to adapt to changing circumstances without abandoning its core cultural values. The integration of written contracts and witnesses does not replace traditional values but rather strengthens them by providing a more structured and secure framework for cooperation.

Further insights from field interviews with seven fishpond owners reveal that the decision to engage in *paje' pangempang* is influenced by several socio-economic factors. One of the main factors is economic necessity, particularly the need to finance children's education. Many landowners choose to lease their ponds as a way to generate income without losing ownership of their assets. Another factor is urgent financial needs, such as repairing houses after disasters like fires. In such situations, *paje' pangempang* provides immediate financial relief without requiring the sale of land.

Additionally, limitations in labor, time, and expertise also play a significant role. Not all landowners have the capacity or experience to manage fishponds effectively. As a result, they entrust their ponds to individuals who are considered more capable and experienced in aquaculture management. This decision is often supported by strong social relationships, where trust and familiarity become key considerations in selecting the manager.

This is further supported by the statements of Informant 2 (Fishpond Owner) and Informant 3 (Fishpond Owner), who emphasized that financial capability is a primary requirement for anyone wishing to manage a fishpond under the *paje'* system. A prospective manager must be able to pay the agreed rental fee and also possess sufficient capital to sustain operational activities such as purchasing fish seeds, feed, and equipment. In addition to financial capacity, experience and technical knowledge in fish farming are also important considerations, as they directly affect the success of the management process and minimize potential risks.

Trustworthiness is another crucial factor highlighted by the informants. Landowners tend to choose managers who have a good reputation, demonstrate honesty, and show a strong sense of responsibility. This trust functions as a moral guarantee that the agreement will be carried out properly, even beyond what is formally stated in the contract.

From the perspective of implementation, as explained by Informant 4 (Village Official), the process of establishing a *paje' pangempang* agreement begins with a negotiation phase. During this stage, both parties discuss important aspects such as the physical condition of the pond, the duration of the agreement, and the amount of payment. Once an agreement is reached, the terms are formalized in a written contract that includes detailed information about the identities of the parties, the object of the agreement, the duration, and the payment terms. This contract is then signed and witnessed, ensuring both legal and social legitimacy.

Informant 5 (Fishpond Owner) further explained that the parties involved in this practice include the pond owner, the manager, and witnesses. The presence of witnesses plays a significant role not only in validating the agreement but also in serving as a form of social control that reinforces accountability and minimizes disputes.

In terms of the object of the agreement, as stated by Informant 6 (Fishpond Owner), the fishpond must be clearly identified in terms of its location and condition. Any existing issues, such as minor damage to access roads or erosion, are disclosed before the agreement is finalized. In such cases, both parties may agree to adjust the rental price accordingly. This demonstrates a flexible and fair approach, ensuring that neither party is disadvantaged and that the agreement remains based on mutual consent.

The duration of the agreement is also clearly defined, commonly set at five years. After this period ends, the manager is obligated to return the pond to the owner in accordance with the initial agreement. The explanation provided by Informant 7 (Fishpond Manager) offers a clearer and more detailed understanding of the payment system in the *paje' pangempang* practice. According to his statement, the rental payment (*uang paje'*) is determined based on a mutually

agreed calculation between the pond owner and the manager, taking into account both the size of the land and the duration of the agreement.

Informant 7 (Fishpond Manager) explained that, in general, the standard rate applied in the community is approximately five million Indonesian rupiah per hectare per year. This rate has become a commonly accepted benchmark among the local community and is used as a reference in most *paje' pangempang* agreements. For instance, in his own case, he entered into an agreement with a pond owner to manage a fishpond with an area of ten hectares for a period of five years.

Based on this agreement, the total payment was calculated systematically. First, the annual rental value is determined by multiplying five million rupiah by ten hectares, resulting in fifty million rupiah per year. Then, this annual amount is multiplied by the agreed duration of five years, leading to a total payment of two hundred fifty million rupiah. This entire amount is paid in full at the beginning of the contract as a prerequisite for obtaining the management rights over the fishpond.

Informant 7 (Fishpond Manager) emphasized that this payment is made voluntarily without any form of coercion from either party. Both he and the pond owner reached the agreement through mutual consent and careful consideration. Furthermore, once the payment has been made, it cannot be withdrawn or reclaimed, even after the contract period ends. This condition is clearly understood and agreed upon by both parties from the outset, ensuring certainty and preventing potential disputes.

In addition to providing financial clarity, this upfront payment system also reflects a transfer of risk. Once the payment is completed, the manager gains full rights to utilize the fishpond and retain all profits generated during the contract period. At the same time, the manager assumes full responsibility for any risks, including financial losses, operational challenges, or environmental factors.

This is further reinforced by the statement of Informant 8 (Fishpond Manager), who explained that after the agreement is finalized and the payment is made, all responsibilities related to the management of the fishpond are entirely transferred to him as the manager. This includes providing fish seeds, feed, equipment, labor, and all necessary operational inputs required for aquaculture activities.

Informant 8 (Fishpond Manager) also emphasized that the management period, which typically lasts for five years, is fully under his control. During this time, he has the autonomy to manage the fishpond according to his experience and knowledge, as long as it does not violate the terms agreed upon in the contract. However, this autonomy is accompanied by full responsibility. Any losses that occur, whether due to natural conditions, technical failures, or market fluctuations, must be borne entirely by him as the manager.

He further explained that once the fishpond is handed over, the owner does not interfere in the management process. The owner's role is limited to receiving the agreed payment at the beginning and reclaiming the fishpond after the contract period ends. This clear separation of roles ensures that there is no overlap in responsibilities, which could otherwise lead to disputes.

Based on the overall findings from the informants, it can be concluded that the practice of *paje' pangempang* is carried out through a clear, structured, and mutually agreed process, supported by both economic considerations and strong social values such as trust and responsibility. The agreement reflects certainty in terms of payment, duration, object, and division of responsibilities between the parties.

Therefore, after describing the implementation of this practice, the discussion can now be directed toward analyzing its compatibility with the *ijārah* contract in Islamic law, particularly in relation to the fulfillment of its pillars (*arkān*) and conditions (*shurūṭ*).

b. Analysis of the Compatibility of *Paje' Pangempang* Practice with the *Ijārah* Contract

Before proceeding to analyze the compatibility of the *paje' pangempang* practice with Islamic law, it is essential to first elaborate the concept of *ijārah* as a theoretical and analytical foundation. This step is important to ensure that the assessment is carried out based on clear legal parameters within Islamic jurisprudence. *Ijārah*, commonly understood as leasing or hiring, is a contract in which one party grants the right to use or benefit (*manfa'ah*) of an asset or

service to another party for a specified period, in exchange for a predetermined compensation (ujrah), without transferring ownership of the asset itself. In practice, this type of contract has become an integral part of social and economic life, as it enables individuals to fulfill their needs efficiently without having to own the resources they utilize.

From the perspective of Islamic law, ijārah is not merely a transactional agreement, but a structured contract that must fulfill certain pillars (arkān) and conditions (shurūṭ) to be considered valid. The first pillar is the contracting parties (‘āqid), namely the lessor (mu’jir) and the lessee (musta’jir). Both parties are required to possess legal competence, meaning they must be mature, mentally sound, and capable of understanding the legal consequences of the agreement. In addition, the contract must be established based on mutual consent (tarāḍī), free from any form of coercion, as willingness is a fundamental principle in Islamic transactions.

The legitimacy of ijārah is supported by both the Qur’an and Hadith. The Qur’an allows compensation for services, such as in Surah Al-Baqarah (2:233):

وَالْوَالِدَاتُ يُرْضِعْنَ أَوْلَادَهُنَّ حَوْلَيْنِ كَامِلَيْنِ لِمَنْ أَرَادَ أَنْ يُتِمَّ الرَّضَاعَةَ وَعَلَى الْمَوْلُودِ لَهُ رِزْقُهُنَّ وَكِسْوَتُهُنَّ بِالْمَعْرُوفِ لَا تُكَلَّفُ نَفْسٌ إِلَّا وُسْعَهَا لَا تُضَارَّ وَالِدَةٌ وَالدَّةُ بَوْلِدِهَا وَلَا مَوْلُودٌ لَهُ بِوَلَدِهِ وَعَلَى الْوَارِثِ مِثْلُ ذَلِكَ فَإِنْ أَرَادَا فِصَالًا عَنْ تَرَاضٍ مِنْهُمَا وَتَشَاوُرٍ فَلَا جُنَاحَ عَلَيْهِمَا وَإِنْ أَرَدْتُمْ أَنْ تَسْتَرْضِعُوا أَوْلَادَكُمْ فَلَا جُنَاحَ عَلَيْكُمْ إِذَا سَلَّمْتُمْ مَا آتَيْتُمْ بِالْمَعْرُوفِ وَاتَّقُوا اللَّهَ وَاعْلَمُوا أَنَّ اللَّهَ بِمَا تَعْمَلُونَ بَصِيرٌ

Meaning: "Mothers should breastfeed their children for two full years, for those who wish to complete breastfeeding. It is the father's obligation to provide for their food and clothing in an appropriate manner. A person is not burdened, except according to his ability. Let not a mother be made to suffer because of her child and nor should her father be made to suffer because of his child. Heirs are the same too. If both of them want to wean (before two years) based on agreement and deliberation between them, there is no sin on either of them. If you want to breastfeed your child (to someone else) otherwise), there is no sin for you if you pay in an appropriate manner. Fear Allah and know that Allah is All-Seeing of what you do.

The second pillar is the object of the contract (ma’qūd ‘alayh), which consists of two inseparable elements: the benefit derived from the object and the compensation (ujrah) given in return. The benefit must be clearly identifiable, measurable, and capable of being utilized without eliminating the substance of the object. It must also be lawful (ḥalāl) and known to both parties in detail, including its nature, scope, and duration, to avoid uncertainty (gharar). Likewise, the compensation must be clearly determined, agreed upon in advance, and expressed in a form that holds economic value and is permissible according to Islamic law.

Meanwhile, the Prophet Muhammad said:

أَعْطُوا الْأَجِيرَ أَجْرَهُ قَبْلَ أَنْ يَجْفَأَ عَرَقُهُ

Meaning: "Give the worker his wages before his sweat dries" (HR. Ibn Mājah), This hadith explicitly encourages Muslims to act fairly and not delay payment of wages for services or work that has been done, which is an important principle in the implementation of the ijārah contract.

The third pillar is ṣīghah, which refers to the expression of offer (ijab) and acceptance (qabul). This element represents the formal manifestation of agreement between the parties and indicates their mutual intention to enter into a binding contract. Ṣīghah can be conveyed orally, in writing, or through any clear form of communication, as long as it reflects transparency and mutual understanding.

In addition to fulfilling these pillars, ijārah must also meet several essential conditions. These include the requirement that both parties act voluntarily, the benefit must be clearly defined and known, the object must be deliverable and usable, and the object as well as its utilization must not contradict Islamic principles. Furthermore, the asset involved must be of a durable nature, meaning it can be used repeatedly without being consumed, and the compensation must be certain, lawful, and free from ambiguity. These conditions are crucial to

ensure justice, prevent disputes, and maintain balance between the rights and obligations of both parties.

With this comprehensive understanding of *ijārah*, including its definition, pillars, and conditions, the discussion can then be directed toward analyzing how far the practice of *paje' pangempang* aligns with these principles. This analysis will be based on field findings and aims to determine whether the practice can be categorized as a valid *ijārah* contract in accordance with Islamic law.

c. Analysis of the suitability of the *paje' pangempang* practice in terms of the pillars and conditions of the *ijarah* contract

1. Analysis of the Compatibility of the Practice of *Paje' Pangempang* in Terms of the Pillars of the *Ijārah* Contract

a. *Aqid* (contracting parties)

In an *ijārah* contract, the contracting parties must have the capacity to act legally, namely being mature, mentally sound, and carrying out legal actions based on their own will. Based on the results of interviews with landowners and pond managers, it is known that the parties involved in the practice of *paje' pangempang* are individuals who are already adults and understand the contents of the agreement that is made.

The informants explained that before the agreement is carried out, both parties first discuss the provisions that will be agreed upon, including the duration, the amount of *paje' payment*, and the responsibilities of each party. This shows that the parties have sufficient awareness and understanding of the agreement they are making.

As for the background of the landowners in leasing out their ponds, such as the need for children's education costs, house repairs due to fire, or the absence of family members capable of managing the land, these cannot be categorized as forms of coercion. Based on the statements of the informants, the decision to carry out *paje' pangempang* is still made consciously and voluntarily, without any pressure from the managing party. Thus, from the aspect of *aqid*, the practice of *paje' pangempang* has fulfilled the requirements of the pillars of the *ijārah* contract.

b. *Ma'qūd 'alayhi* (object of the contract)

The object in an *ijārah* contract is the benefit of a good or service that can be utilized in a real manner and is permitted by Islamic law. Based on the results of the research, the object of the contract in the practice of *paje' pangempang* is not the pond land itself, but rather the benefit from managing the land for a certain period of time.

The results of the interviews show that the landowner retains ownership rights over the pond, while the managing party obtains the right to manage and utilize the land in accordance with the agreement that has been made. The pond land used as the object of *paje' pangempang* is in a condition that can be utilized, is not in dispute, and can be handed over to the managing party.

In addition, the benefit that becomes the object of the contract has been clearly known by both parties from the beginning of the agreement. With the clarity regarding the object and the benefit of the contract, the practice of *paje' pangempang* does not contain elements of uncertainty (*gharar*). Therefore, from the aspect of *ma'qūd 'alayhi*, the practice of *paje' pangempang* is in accordance with the provisions of the *ijārah* contract.

c. *Ujrah* (wages or rental payment)

In an *ijārah* contract, *ujrah* is an important element that must be clearly determined both in terms of the amount and the timing of the payment. Based on the results of interviews with landowners and managing parties, the *ujrah* in the practice of *paje' pangempang* is determined in the form of a sum of money agreed upon together before the contract is carried out.

The paje' payment is made at the beginning of the agreement and its amount is clearly stated in the written contract. The informants stated that after the payment is made, there are no additional payment obligations to the landowner during the period of the agreement. This clarity of ujah provides legal certainty for both parties and minimizes the potential for disputes in the future.

Thus, the provisions regarding ujah in the practice of paje' pangempang have fulfilled the pillars of the ijārah contract as regulated in Islamic law.

d. *Ṣīghat Akad* (contract formulation)

Ṣīghat akad is the statement of offer (*ijab*) and acceptance (*qabul*) that indicates an agreement between the parties. Based on the results of interviews, the practice of paje' pangempang is currently not only carried out verbally but is also put into a written agreement witnessed by witnesses and conducted at the village office.

The existence of a written agreement and witnesses serves as evidence that the contract is carried out clearly and openly. This also shows the development of the practice of paje' pangempang over time, in line with the increasing awareness of the community regarding the importance of clear agreements to avoid disputes. Thus, the *ṣīghat akad* in the practice of paje' pangempang has been fulfilled in accordance with the provisions of the ijārah contract.

2. Analysis of the Compatibility of the Practice of Paje' Pangempang in Terms of the Conditions of the Ijārah Contract

a. Mutual Consent of the Parties

One of the valid conditions of an ijārah contract is the existence of mutual consent from both parties. Based on the results of interviews, all informants stated that the practice of paje' pangempang is carried out based on agreement and mutual willingness. There is no agreement carried out if one of the parties feels objection or does not agree with the proposed terms.

Although there are economic factors underlying the agreement, this does not eliminate the element of consent as long as the contract is carried out consciously and without coercion. Therefore, the condition of mutual consent in the ijārah contract has been fulfilled in the practice of paje' pangempang.

b. Clarity of Benefit and Duration

The research results show that the benefit and duration in the practice of paje' pangempang have been clearly determined from the beginning of the agreement. The landowner obtains benefit in the form of rental payment, while the managing party obtains the right to manage the pond land for a certain period, generally for five years.

The clarity regarding the benefit and duration is stated in the written agreement and agreed upon by both parties. Thus, the practice of paje' pangempang does not contain elements of uncertainty that could lead to disputes.

c. Lawful and Usable Object of the Contract

Based on the results of interviews, the pond land that becomes the object of paje' pangempang is used for management activities that are lawful and not contrary to Islamic law. The land also belongs to assets that can be utilized repeatedly without eliminating its substance.

Thus, the object of the contract in the practice of paje' pangempang fulfills the requirements of lawfulness and usability as required in the ijārah contract.

d. Distribution of Risk and Responsibility

The research results show that after the agreement is carried out and the rental payment is made, all responsibilities for managing the pond fall on the managing party. If losses or crop failure occur, the losses are fully borne by the managing party and are not the responsibility of the landowner.

This distribution of risk has been agreed upon from the beginning of the contract and is accepted by both parties. This provision is in line with the principle of the ijārah contract, in which the lessee bears the risks of utilizing the object during the rental period.

d. Strengthening the Analysis Based on the Perspectives of Village Authorities and Religious Leaders

The perspectives of village authorities and religious leaders provide strong support for analyzing the compatibility between the practice of paje' pangempang and the ijārah contract. Village officials explain that the agreement is conducted at the village office and directly witnessed, ensuring clarity and legal certainty for all parties involved. Meanwhile, religious leaders consider that the practice fulfills the pillars and conditions of the ijārah contract and does not contain elements of ribā or other prohibited practices in Islam.

This finding is consistent with the study of Rahmad Hidayat (2021), which states that leasing practices are valid as long as they fulfill the pillars and conditions of ijārah, even when agreements are conducted verbally. Similarly, the research of Muhammad Rio Fernando (2022) emphasizes that clarity in agreement, including rental value and duration, is essential to ensure fairness and prevent disputes. These principles are clearly reflected in the implementation of paje' pangempang.

Furthermore, this study supports the findings of Lina Rohmatul Hidayah (2025), who explains that leasing practices generally meet the requirements of ijārah, although some are not formally documented. In the case of paje' pangempang, the practice has even developed into written agreements, which strengthens legal certainty compared to earlier practices.

In addition, several previous studies highlight that leasing practices in rural communities are strongly influenced by local customs and social relationships. This is also evident in paje' pangempang, which is deeply rooted in 'urf and supported by values such as trust and kinship.

In addition to reinforcing its compatibility with ijārah, the preference of religious leaders for paje' pangempang over sandra (pledge system) can also be analyzed from the perspective of Islamic economics. In the practice of sandra, as found in several previous studies on traditional pledge systems, the relationship is based on debt secured by collateral, where the lender may benefit from the pledged asset without reducing the principal debt. This condition potentially leads to elements of ribā.

In contrast, in paje' pangempang, the payment made by the manager is not a loan but compensation (ujrah) for the benefit obtained over a certain period. This reflects the fundamental principle of ijārah and ensures a clearer contractual relationship. This finding differs from previous studies that focus on debt-based systems, as paje' pangempang eliminates the potential for unjust benefit derived from loans.

From the perspective of contractual certainty, paje' pangempang demonstrates a clearer and more structured system. The duration, object, and payment are agreed upon at the beginning, and the agreement is conducted transparently. This supports previous research which emphasizes that clarity and transparency are key elements in Islamic contracts.

Therefore, this study not only confirms previous findings regarding the validity of ijārah practices but also contributes new insights by highlighting a unique payment system and a stronger integration of local traditions within Islamic economic practices.

4. Conclusion

Based on the findings and analysis presented in this study, it can be concluded that the paje' pangempang tradition in Tunreng Tellue Village is implemented through a structured and consistent mechanism that reflects agreement, responsibility, and mutual benefit between the contracting parties. The practice begins with a clear negotiation process, followed by the determination of compensation, the specification of a fixed duration (generally around five years), and the transfer of utilization rights from the landowner to the manager. This systematic process demonstrates that, although rooted in local tradition, the practice represents an organized and accountable form of economic cooperation.

From the perspective of Islamic law, particularly within the framework of the ijārah contract, the paje' pangempang tradition fulfills all essential pillars and conditions required for contractual validity. The presence of legally competent parties acting based on mutual consent (tarādī), a clearly defined object in the form of pond utilization benefits, a predetermined and

agreed-upon compensation (ujrah), and a clear contractual expression (ṣighat) collectively indicate conformity with the principles of ijārah.

Furthermore, the findings confirm that this practice is free from prohibited elements such as gharar (uncertainty), coercion, and injustice. The clear allocation of rights and responsibilities, as well as transparency in agreements, reinforces its compliance with the principles of fairness and balance emphasized in Islamic jurisprudence. The allocation of risk to the managing party also aligns with the nature of benefit-based contracts, where authority is accompanied by responsibility. Therefore, the paje' pangempang tradition can be recognized as a valid and practical manifestation of the ijārah contract within a community-based context.

This study also highlights that local traditions, when examined substantively, may inherently reflect the values and principles of Islamic law, even without formal recognition by the community. In a broader sense, this research demonstrates that the integration between local wisdom and Islamic legal principles is not only possible but has already been practiced in society, particularly in the field of muamalah.

However, this study has several limitations. First, the research is limited to a specific geographical area, namely Tunreng Tellue Village, so the findings may not fully represent similar practices in other regions with different socio-cultural contexts. Second, the number of informants is relatively limited, which may affect the breadth of perspectives obtained. Third, this study focuses primarily on qualitative analysis, without incorporating quantitative measurements that could strengthen the generalizability of the findings.

Therefore, future research is recommended to expand the scope of study to other regions in order to compare similar traditional practices and to examine their conformity with Islamic law. Further studies may also incorporate quantitative or mixed-method approaches to provide more comprehensive and generalizable results. In addition, researchers are encouraged to explore deeper aspects such as economic impact, risk distribution, and the potential integration of such traditional practices into formal Islamic financial systems.

References

- Al-Bukhari. (n.d.). *Ṣaḥīḥ al-Bukhārī* (Hadith No. 2155).
- Ayu, S. N., & Arlina, D. Y. (2021). Ijārah and wadiah contracts. *Journal of Civilization*, 3(2).
- Fernando, M. R. (2022). *Analysis of ijārah contract in stall rental to increase community income* (Undergraduate thesis, UIN Raden Intan Lampung).
- Hidayah, L. R. (2025). *The validity of ijārah contract in leasing bengkok rice fields in Toso Village, Batang Regency* (Undergraduate thesis, Universitas Negeri K.H. Abdurrahman Wahid Pekalongan).
- Hidayat, R. (2021). *Implementation of land leasing (ijārah) by Islamic boarding school students from an Islamic economic perspective* (Undergraduate thesis, UIN Sultan Syarif Kasim Riau).
- Ibn Majah. (1998). *Sunan Ibn Mājah*. Dar al-Hadith.
- Ibn Qudamah. (1985). *Al-Mughnī*. Dar al-'Alam al-Kutub.
- Jannah, S. (2023). *The existence of 'urf as a method and source of Islamic law*. *Journal of Religion and Islamic Education*, 1(1).
- Janu, L., & Hariani. (2023). Local culture in building economic resilience of rural communities in Bone Lolibu Village, Muna Regency. *Journal of Anthropological Relations*, 7(1).
- Lubis, Z. Y. (2024). *Practice of ijārah contract based on DSN-MUI fatwa perspective* (Undergraduate thesis, UIN Syarif Hidayatullah Jakarta).
- Ministry of Religious Affairs of the Republic of Indonesia. (2019). *The Qur'an and its translation*. Lajnah Pentashihan Mushaf Al-Qur'an.
- Muslim. (n.d.). *Ṣaḥīḥ Muslim* (Hadith No. 1418).
- Nanda, M. M., Ihwanudin, N., & Yunus, M. (2022). Review of ijārah contract in fiqh muamalah on kebaya rental practices. Bandung Conference Series: *Sharia Economic Law*, 2(1).
- Nuaraini, E., & Ghani, A. M. A. (2015). Sale and purchase contracts in the perspective of Islamic jurisprudence and its practice in the Indonesian capital market. *Al-'Adalah*, 12(4).

- Nugraha, F. (2023). *Review of ijārah contract in plowing services in Padaelo Village, Pinrang Regency* (Undergraduate thesis, IAIN Parepare).
- Nuhalisah. (2023). *Analysis of ijārah contract in wedding decoration rental in Masolo Village, Pinrang Regency* (Undergraduate thesis, IAIN Parepare).
- Pokhrel, S. (2024). *Implementation of ijārah (land leasing) in the perspective of Islamic economic law* (Undergraduate thesis, IAIN Manado).
- Pratiwi, H. A., & Maloko, M. T. (2023). Islamic law review of fishpond leasing (pangempang) in Sappa Bungoro Village, Bungoro District, Pangkep Regency. *Journal of Sharia Economics Students*, 4(3).
- Rizal, F. (2019). The application of 'urf as a method and source of Islamic economic law. *Journal of Islamic Law and Social Institutions*, 1(2).
- Saprida, & Umari, Z. F. (2023). Socialization of ijārah in Islamic law. *Journal of Community Service*, 3(2).
- Syamsuriyah. (2023). Cultural and religious traditions in social life. *Al-Misbah Journal*, 9(1).