

## **Ownership Ambiguity: A Study of Compensation for Crop Damage in Coconut Pawn Transactions in Islamic and Customary Law**

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### **ABSTRACT**

Control of the pawned coconut object over the damaged plants around the pawned object. The pawnbroker demands compensation for the damage to his plants around the pawned coconut tree. The purpose of this study is to examine how the control of the parties who carry out plant pawn transactions is exercised and how the legal responsibility is when damage occurs to the plants around the collateral object. This type of research is in the form of field research in the Lima Kaum Batusangkar area of Indonesia. This study is descriptive qualitative with a case study approach. Primary sources from both parties who carry out the coconut tree pawn agreement. Secondary sources from the local community. Data collection techniques through in-depth interviews and observations. Analysis techniques with qualitative descriptive analysis. Findings from the field show that the pawnbroker still has power over the land where the coconut grows and plants young plants in the form of cayenne pepper around the area, while the pawn recipient also has power over the coconut fruit that has been pawned to him. This study concludes that compensation for damaged plants cannot be justified according to Custom, because the cayenne pepper plants prevent the pawn recipient from taking the fruit, in line with the pawn recipient's power, which includes the boundaries of the coconut tree land attached to immovable objects (land). According to Islamic jurisprudence, this is a *naqish* (limited time) property right, only one of which is owned (material or benefit).

Keywords: Compensation/*Ta'wid*, Coconut Pawn, Customary Law, Islamic Law, Ownership Rights

### **ABSTRAK**

Penguasaan objek gadai kelapa terhadap tanaman yang mengalami kerusakan disekitar objek gadai tersebut. Penggadai menuntut ganti kerugian atas kerusakan tanamannya di sekitar pohon kelapa yang tergadai. Tujuan penelitian ini menelaah bagaimana penguasaan para pihak yang melakukan transaksi gadai tanaman serta bagaimana pertanggung jawaban hukum ketika terjadi kerusakan pada tanaman yang berada di sekitar objek jaminan. Jenis penelitian ini dalam bentuk *field research* di daerah Lima Kaum Batusangkar Indonesia. Penelitian ini bersifat deskriptif kualitatif dengan pendekatan studi kasus. Sumber primer dari kedua pihak yang melangsungkan akad gadai-mengadai pohon kelapa. Sumber sekunder masyarakat setempat. Teknik pengambilan data melalui wawancara mendalam dan observasi. Teknik analisis dengan analisis deskriptif kualitatif. Temuan dari lapangan memperlihatkan penggadai masih berkuasa atas tanah tempat tumbuhnya kelapa dan menanam di sekitar wilayah tersebut dengan tanaman muda berupa cabe rawit, sedangkan penerima gadai berkuasa pula atas buah kelapa yang telah digadaikan kepadanya. Kesimpulan penelitian ini penggantian atas kerusakan tanaman tidak dapat dibenarkan secara Adat, karena tanaman cabe rawit menghalangi penerima gadai dalam mengambil buahnya, sejalan kekuasaan penerima gadai adalah mencakup batas wilayah lahan pohon kelapa yang melekat pada benda tidak bergerak (tanah). Hal ini secara fikih merupakan hak milik *naqish* (terbatas waktu) hanya salah satu yang dimiliki (materi atau manfaat).

Kata kunci: Ganti Kerugian/*Ta'wid*, Gadai Kelapa, Hukum Adat, Hukum Islam, Hak Milik

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## **INTRODUCTION**

The occurrence of a conflict of control over the collateral object in the pawning of a coconut tree, which causes harm to other plants. This is in line with the claim for compensation. The pawned coconut plant becomes the property of the pawn recipient, and accidentally, the old coconut fruit and branches fall down around the land. The pawnbroker also plays a role in the land where the pawned coconut tree is. He uses the land to plant young plants such as cayenne pepper. The plants are easily damaged and broken due to falling branches or falling coconut fruit. In addition, the Bugis and Minangkabau people fight over the pawned property because the agreement is not written (Uliana & Ismail, 2005). Related to the control of the pawned object. In a pawn transaction, it shows that the ownership of the pawned object is retained, and the pawnbroker has no power in transferring/transferring ownership (Az-Zuhaili, 2011). In line with this, according to custom, the recipient is also not allowed to transfer the pawned object under his control (Arianti & Hasan, 2022).

A conflict study of the risks arising from pawn activities as collateral for debt. The risk of pawning living objects is a complex problem to discuss. This can be classified first, the amount of damage and harm caused by the pawn agreement (Doron, 2021; Maleha & Saprida, 2019). Second, a solution to avoid the risk of pawning trapped in usury (Putri & Montessori, 2019; Subekti et al., 2022). Third, Factors that cause pawning to occur (Mohd Thas Thaker et al., 2021). However, apart from what has been stated above, the object of the pawn is a living object that is related to the land as a place for coconut trees to live. This has not been discussed in detail; therefore, the discussion of pawning on living objects against immovable objects regarding ownership according to Islam and according to Custom.

The purpose of this study is to complete the understanding of the aspect of the integrity of living things that are used as pawn objects and the relationship between pawn control rights and disputed compensation, where the coconut grows attached to the land as a place to grow. Along with the transfer of land ownership came the contents that grow on the land. This explores the authority of the pawnbroker and the recipient of the coconut tree pawn, and examines the responsibility for damage to plants owned by the pawnbroker in the pawnshop area where the pawn occurs

The argument of this study explains that the coconut pawn is a debt guarantee that is held in *fiqh*, but in traditional customs, living objects in the form of coconut trees are owned for use as long as they have not been redeemed. Coconuts that fall naturally in their place of growth and hit young plants (cayenne pepper) are not the responsibility of the pawn recipient because ownership in Islam and custom is the authority to utilize the land attached to the coconut tree. The prohibition of abuse of authority is an illegal matter (Gandara, 2020). This study is important in considering the limits of authorized ownership rights over the pawn object, along with the use of land in two cases/interests that pose a risk to other plants. Ownership shows the freedom to utilize it, but in a pawn, the freedom is held back during the pawn period.

From an economic perspective, ownership goes hand in hand with the right to use. The owner has the right to ownership in the form of rights to processing, utilization, and extraction of the produce that grows on it. Control of agricultural or plantation land is correlated with high or low production, which affects a person's income (Atinafu et al., 2022; Ibrarul-Haq & Shafi, 2022; Muhammad Aliy Nashrullah, 1982; Nasar et al., 2023). From a Minangkabau customary perspective,

assets in the form of inherited land are permanent and eternal. Permanent because the assets they owned in the past are also owned by them today (Demirdogen et al., 2022). This is because they prohibit the absolute release of ownership in the form of a sale and purchase agreement. And if there are financial difficulties, they overcome them in the form of a pawn agreement. Submission of pawned objects in the form of rice fields, fields, and coconuts to the pawn recipient, and the pawned objects are controlled for processing until the money used can be returned (Nurdin & Tegnan, 2019). Limited land ownership rights cause poverty because they are more shaped by economic aspects (Schulte et al., 2023; Zheng et al., 2018). If the agricultural land is owned by the farmer himself, this encourages farmers to carry out sustainable agriculture. Assets help the expected economic conditions, and economic governance related to land pawns requires legal regulations (Subekti et al., 2022). And the development of imperfect property rights into perfect property arising from a contract/agreement (Angraeni & Primadhany, 2022).

Custom explains in Law Number 5 of 1960 concerning Agrarian Principles, including those related to land ownership rights. Ownership rights are the strongest, most complete, and hereditary land rights that can be owned by a person on land (Fathoni et al., 2024). According to Article 1150 of the Civil Code, the object of the pawn is directed to movable objects; if the object is not movable, it is called a mortgage. Along with that, Article 1162, a mortgage is a property right over immovable objects that are used as collateral in the settlement of an agreement (Subekti & Tijtrosudibio, 2014). Muamalah jurisprudence explains in Maliki Fiqh that land with trees on it is immovable property ('Uqar property). The use of 'Uqar property may not be used to bring harm to others or oneself, and its use must be with the permission of the owner if the 'Uqar property is privately owned (Al-Zuhaily, 1985).

In Islam, ownership of mortgaged land is property held by the mortgagee. The land is under imperfect ownership because its owner (mortgagor) cannot use it. This ownership of the benefit is to another person, while the land material belongs to the mortgagee, which shows imperfect ownership of the object. Changes in perfect ownership rights (*milk tam naqish*) to imperfect ownership (*milk naqish*) arise from an agreement/contract (Angraeni & Primadhany, 2022).

Fiqh explains that *al-rahn* etymologically *al-rahn* means *tsubut* (fixed) and *dawam* (eternal forever) (Sabil et al., 2025). According to Sayyid Sabilq *Ar-Rahn*, it is holding the borrower's property rights as collateral for the loan he receives. The goods being pawned have economic value. Allah's evidence says in Surah al-Baqarah 283: "*If you are on a journey, and you do not have a registrar, you should have security with you.*" *Rahn* / pawn as collateral for a debt, which becomes an item that is retained by the pawnbroker's property. And the use of pawned objects is prohibited in Islam. As in the hadith, loans that take advantage are *riba*." (Hadith narrated by al-Harits bin Abi Usamah) hadith 885 (Al-'Asqalaaniy, n.d.). Utilization of pawned objects by the pawn recipient scholars has different opinions on this, namely as follows: Syafiiyah is of the opinion that pawns may not be utilized, while the opinion of Hanafiyah scholars is that the pawn recipient may not use the pawned goods unless permission is obtained (Al-Zuhaily, 1985; Hayati et al., 2022). If the pawned object requires care and maintenance (Maleha & Saprida, 2019). Goods such as livestock require care and maintenance, and the pawn recipient can use them. In customary Law, the object of the pledge is used by the Pawnee. In the Customary law, ownership of the mortgaged land is a property right that is utilized by the pawnholder (Iska et al., 2023). Ownership of the pawned object in Minangkabau customs is a benefit for the pawnholder.

Compensation for damages caused, and the rehabilitation and recovery process (Guan et al., 2021). Compensation is the most critical step and the key to adjusting the benefits received by the harmed party (Gao et al., 2019). Compensation not only affects risk management but also profit management (Lee & Hwang, 2019).

According to Jaiprakash (2015), he said that cash compensation is given to employees as compensation for work done for the employer (Jaiprakash, 2015). Performance-based compensation or merit payment will result in increased effort and worker performance (Blazovich, 2013). Compensation payments for land acquisition in Zimbabwe are not prohibited, but the main problem is the mismatch between the property valuation and the price obtained by the party suffering the loss (Paradza et al., 2021).

The land on which the coconut tree is located can be *tasharrufkan*. Coconut is a valuable object so coconuts can be transacted, one of which is in the form of a coconut pawn. Coconut pawn is a debt made by traditional communities with debt collateral in the form of coconuts. Coconuts are meant to be whole coconut trees that have produced coconuts. Coconut trees grow and are attached to the ground. The ground is where the coconut tree (soil) grows and where the fruit and branches/twigs fall.

The Minangkabau community is one of the indigenous communities that uses land or valuables as collateral for debt in pawn transactions, *gadai gadai* (Amriwan et al., 2020; Putra et al., 2019; Putri & Montessori, 2019). Something that can be cashed in can be *tasharrufkan* or used as an object of sale and purchase. This is in accordance with the rules of fiqh, namely كل ما جاز رهنه جاز بيعه (Kasmidin, 2015). Something that can be bought and sold can be pawned (Kasmidin, 2015). It is understood that goods that are legally permitted to be used as objects of buying and selling transactions in Islam may be used as collateral for debts.

The Prophet's actions carried out *iqtha'* for Zubair bin Awwam from land that originally belonged to the Nadhir children, and on that land, there were date palm trees. In another narration, the Prophet performed *Iqtha* for Zubair, and on that land, there were date palms and trees in the Khaibar region. And also, Rasulullah's behaviour was to give us four pieces of *iqtha* land, and on that land, there were wells and plants (Muhammad Aliy Nashrullah, 1982). From one narration reported by Ibn Sa'ad that Rasulullah saw performed *iqtha* on the land owned by the chief of the Bani 'Aqil tribe, namely Aqil bin Qa'ab, and on the land there were dates and trees (Muhammad Aliy Nashrullah, 1982). It is understood that if the plants are still owned by Bani Aqil, then the Prophet will cut the plants. It is understood that plants that are transferred to other people, then their management is intended for the new owner.

Rice fields are the centre of the economy and are used as pawn objects (F.von Benda-Beckmann, 2017). Pawn objects in Minangkabau society are immovable property in the form of rice fields, fields, gardens, fish ponds, and old plants in the form of coconuts, clove,s and sugar cane (Amriwan et al., 2020; Putra et al., 2019). Coconut trees are plants that are produced continuously; therefore, they can be used as a source of material.

In pawn transactions, the transfer of ownership is a transaction that is based on the Minangkabau customary law system (Anna v. Pushkina, 2022). Because it can cause the pawnbroker to lose his authority over the collateral he has provided, and to overcome this, they established a system that states that pawnbroking in Minangkabau society is not time-limited. In this transaction, the pawnbroking agreement ends when the landowner redeems all his debts (Aditi, 2020; Nurdin & Tegnan, 2019; Subekti et al., 2021). The absence of coverage or period for

redemption of the pawn from a customary perspective causes this transaction to change function from a mutual transaction to a commercial transaction (Iska et al., 2023; Yulhendri et al., 2021). This can be seen from the exploitation of collateral over many years and the inheritance of debt to close family members (Hayati et al., 2022).

The object that is mortgaged is a rice field or field, then the use of the rice field and field changes from the pawnbroker to the recipient of the mortgage. The coconut mortgage shows that the tree is mortgaged because the fruit is attached to the coconut tree. There are no coconuts if there are no trees. Likewise, a coconut tree is an object that lives on the land/land; automatically, the land on which the roots where the coconut tree grow is also mortgaged. So when the pawnbroker wants to mortgage his coconut tree to the recipient of the mortgage, he indirectly mortgages the land where the tree roots grow. The boundary area of the land where the tree can grow is according to the limit where coconuts can be harvested. Therefore, coconut trees have land limits.

## **RESEARCH METHOD**

This research is field research located in Lima Kaum Batusangkar, which is descriptive qualitative in nature. The approach used is a case study related to the right to claim losses for damage to plants in the pawn object area. This study is important in terms of law, because of the blurring of each person's ownership rights after the occurrence of debts in the form of coconut pawns according to Custom, and specifically concerning the study of ownership rights according to Islamic law. The primary data source was obtained from one case of a person who made a coconut pawn agreement, which coincided with the loss of plants around the coconut pawn. Other sources are information from the local community. The data collection technique was through in-depth interviews with parties directly involved, as well as observations of the plants

Data analysis was conducted in two forms. First, data processing followed Huber's (2000) stages. These stages began with observation and interview data reduction, data display in the form of a summary and synopsis based on field findings themes, and data verification for the conclusion process. Second, the analysis used followed the interpretation technique, which began with a "restatement" of the data found both from observation and interviews, followed by a description to find patterns or tendencies of the data, ending with interpretation to reveal the meaning of the data that had been collected.

## **RESULT**

Compensation is an obligation imposed due to negligence or carelessness and/or taking someone else's rights without permission. This means that the right to control the land around the coconut tree becomes the area of authority when the pawn recipient. However, the ideal concept of compensation does not meet the reality caused by the practice of pawning coconuts. Compensation on the pawned coconut land does not become a burden on the pawn recipient's obligations, but instead becomes a new problem in processing/making the land around the pawned coconut tree productive. The compensation dispute is proven through 3 practices by those in conflict as explained in detail in the following section:

**Pegadaian Works on Land Around The Pawned Coconut Plantation**

The land with coconut trees on it is planted with easy crops that have economic value. Young plants such as chilies, there are several chili stems growing around the pawned coconut trees. The land around the pawned trunks is still being cleaned by the pawnbroker. Whenever the pawnbroker has free time, he still cleans the area of land where the pawned coconut trees are. The land is cleaned in order to plant productive plants. Usually, the activity is carried out by the pawnbroker routinely once a week to clean the land in the area (Table 1).

**Table 1. Pawnshop Activities**

No	Activities	Description
1	Hoeing the land in the coconut tree area	Every time there is time
2	Cleaning with a machine long wild plants	Every Sunday

Based on Table 2, Land ownership in the coconut pawn area reflects that the land is still owned by the pawnbroker. This is the pawnbroker carrying out various activities in order to utilize his land; therefore, the tanned land began to be cleaned because he thought it was his land. His actions felt that it was his land that needed to be cleaned at all times. Cleaning started using simple tools in the form of hoes to using tools in the form of grass machines. This cleaning was according to the situation and conditions of the pawnbroker passing through the land towards his rice fields.

**Table 2. Land Management in the Coconut Pawn Area**

No	Plant type	Volume	Description
1	First stage cayenne pepper	15 stalks of cayenne pepper	While going to the rice fields
2	Second stage cayenne pepper	25 stalks of cayenne pepper	Leisure time in the afternoon
3	Third stage cayenne pepper	20 stalks of cayenne pepper	While going to the rice field

The job of planting cayenne pepper is a job that does not require a full day. Chilli pepper plants are gradually planted in a side framework to go to the rice fields. This job is purely a side job. When the time to plant cayenne pepper is at least 15 seedlings, the work is done in instalments.

The land is used to increase sources of income. Chilli pepper seedlings that die when flowering are then replaced with new chili pepper seedlings by the pawnbroker. The land is still utilized and intentionally planted with chilli peppers so that it can generate income for its life. As for chilli peppers that have died either due to falling coconut branches (leaves) that are quite large or dying from drought, they are still inserted with new stems

High inheritance property is property obtained from matrilineal descent for the Minangkabau people. This property is obtained from ancestors who have inherited their land to their daughters and descendants (Noviardi, 2020). High inheritance property has the right to use by their descendants so that it continues to their grandchildren. High inheritance property is divided for its use based on the number of grandmothers, and each grandmother gets a pile of land and later passes it on to her subordinates (at the child level), and so on to the children below. This

high inheritance land is called the ganggam *bauntuk* land. The land that is distributed is intended for use by grandmothers, for fellow grandmothers (Arianti et al., 2023). The land is owned and passed down by generation of their children

### Damage to Plants Around Pawned Coconut Land

Branches and coconut fruits, when falling, hit the pawnbroker's plants. The coconut tree pawned by the person who pawns it to the person who received the pawned goods caused losses or damage to the pawnbroker because the branches and coconut fruits fell on the cayenne pepper plants planted by the pawnbroker (Table 3).

Table 3. Cayenne Pepper Damage Due to Pawned Coconuts

No	Plant	Amount	Description
1	Cayenne	Approximately 30 sticks	Many stems are broken
2	Cayenne	Range 10-15 sticks	Many of the cayenne peppers that are flowering and bearing fruit are falling and dropping.

Based on the table, this plant damage was caused by the use of land around the mortgaged coconut trees. So, the pawnbroker plants productive plants there so that when the pawned recipient harvests coconuts, the cayenne plants that were planted are crushed by falling coconuts, causing many of the cayenne stems to break.

### Compensation Claims for Damage to the Pawnshop's Plants

The pawnbroker asked for compensation of Rp. 300,000.- from the person who received the pawned goods. The demand for Rp. 300,000 was due to the coconut that hit the cayenne pepper stem that he had deliberately planted. His anger was by asking for payment in exchange for his cayenne pepper that had broken and was damaged. This demand was not met by the pawnbroker with the reason "*laj jaleh ado batang karambia manga tanam pulo lado*". What he meant was that the coconut plant had been there from the beginning, why was the chilli planted too. The coconut stem became the person who received the pawned goods handle because it had been there from the beginning along with the coconut stem in the condition of the pawned goods that he controlled (in his hands). The following is a picture of a coconut tree with young plants.



Figure 1. Condition of Coconut Trees Around Cayenne Pepper Plants

Figure 1 shows the plants that have grown from the pawnbroker and are cared for. Young plants that approach the coconut tree are at risk of coconuts falling on them, and the branches of the fallen fronds will also be hit. This risk makes the pawnbroker angry by demanding Rp. 300,000.-

## DISCUSSION

In the pawn system in society, a pawn is a transaction that causes the owner's (mortgagor) authority to be withheld to manage the land or plants that are used as pawn objects. Productive land causes the pawnbroker to lose "temporarily" his land, and productive plants cause loss of access to the harvest (Iska et al., 2023). But when the coconut tree is the object of the pawn and the pawn holder is authorized to take the coconut according to custom, it actually causes problems in taking his rights in line with the land where the coconut trees grow. The pawnholder's ownership rights can take the coconut without hindrance from the pawnbroker. The pawnbroker is not allowed to plant young plants when the pawn object is handed over. This is based on the transfer of ownership rights in a pawn transaction in the form of a coconut tree accompanying the land (Muhammad Aliy Nashrullah, 1982). This triggers the pawnbroker's irrational behaviour by planting young plants around the object of the pawn transaction. The pawnbroker's behaviour in planting plants next to the object of the transaction is an action that is categorized as a "*sumbang*" action (an action that is not directly a prohibited action but is considered an action that erodes moral feelings) because it has a negative effect on social interactions between the contract actors.

Damage due to natural phenomena is not something that needs to be borne/replaced (Arifin & Anwar, 2021). Damage to property in a sale and purchase must be borne when the source is known. Likewise, stolen and lost property must be replaced/covered (Sarakhshi, 1993). Based on the data obtained by the author in the field, it was found that there was an influence of nature on the destruction of the chili plants. The chilies died due to the fall of large coconut branches. The fall of coconut leaves was caused by a strong wind that was able to knock them off, while the drying of the coconut leaves was caused by their old age. Matters related to weather and death are things that are not within human control/reach. This is known as *force majeure*. *Force majeure* is a condition that occurs unexpectedly, such as natural disasters and accidents (Arifin & Anwar, 2021). And besides that, ignorance of the laws of nature (in this case related to the law of gravity) cannot be used as an excuse by the pawnbroker to demand his rights that have been violated by the pawnbroker (Bidabad, 2018).

This is supported by the Prophet's actions, which stated that if land has undergone a transfer of ownership, then the plants growing on it should belong to the owner. The Prophet transferred ownership of the land owned by the head of the Bani 'Aqil clan and the plants that had grown on it (Muhammad Aliy Nashrullah, 1982). In the case of pawning in Minangkabau, the essence of pledging plants is pledging the land itself. And therefore, the legal provisions that apply to the pawning provisions also apply to the plant pawning provisions. And several *fiqh* provisions state that it is permissible to take maintenance fees from taking collateral benefits in a pawn transaction (Al-Zuhaily, 1985). Maintenance in plant pawning transactions is whether or not to allow planting plants around coconut trees because it will result in damage or crop failure if the coconuts and their leaves fall. And in the perspective of Islamic law, it is emphasized that harm must be eliminated *‘الضَّرَرُ يُزَالُ’* (Kasmidin, 2015). And in this case, the behavior of planting plants that are within the scope of coconuts is included as harm because it can harm oneself or the plant itself when the fruit

and coconut leaves fall. Ownership of property is not only personal but also a socio-economic relation, benefits that do not interfere (Ben & Gounder, 2019).

The social interaction between the pawnbroker and the person who received the pawned goods, which was initially harmonious in the form of a *tabaru'* (mutual help) agreement, became damaged with the presence of the pawnshop's behaviour of investing in the pawned object without the pawnee's knowledge. The effect of this behaviour is when the person who received the pawned goods harvests the pawned object in the form of coconuts as payment of debt, affecting the plants planted by the pawnbroker.

In the context of responsibility related to compensation, in the Islamic perspective, it is classified into two forms, namely, first, *dhaman al-'Aqd*, namely civil liability carried out due to a broken promise; second, *dhaman al-Ta'widh* is liability carried out due to the emergence of acts that harm others (*al-Fi'il al-dharr*) / unlawful acts (Prawira, 2022). In an agreement, negligence can occur, both when the agreement takes place and when the performance is fulfilled. In the Islamic legal system, they recognize and accommodate several terms related to compensation in the form of default, sanctions, and compensation. (Dsalimunthe, 2017). The pawnbroker demands compensation for the damaged plants from the person who received the pawned goods. In this case, the behaviour of the pawnbroker, according to the author's perspective is an action beyond the limits in the form of ownership intervention (Clayton et al., 2021), because temporarily the land status is under the supervision of the person who received the pawned goods until the coconut which is the object of the pawn redeems the pawnbroker's debt (Muhammad Aliy Nashrullah, 1982). The right to ownership of an object determines the status of ownership of that object (Liemanto et al., 2024).

Pawning using productive land or productive plants as collateral for plants provides various polemics for each party to the agreement. Polemics occur when the object of the pawn is the main economic source whose control and benefits are transferred to another party; therefore, the author provides an alternative supporting agreement in the form of a *mukhabarah* agreement *mukhabarah* (Habibie, 2019), after the pawn transaction agreement is implemented. The pawnbroker temporarily manages the land or plants under the authority of the person who received the pawned goods, after which the results obtained according to the joint agreement proposition, and the proposition from the pawnbroker are used as installments for debt payments. This is considered fairer because it does not burden the pawnbroker in paying off his debts.

## **CONCLUSION**

The integrity of the pawn of living things in the form of plants is attached to the land as a place to grow. The intended coconut pawn is part of the pawn of the land where the pawned coconut grows. Islamic legal pawn is a retained ownership, while in custom, the ownership of the object of the pawn is coconut, therefore the right of the pawn recipient has full authority to take the coconut fruit within certain limits. Along with that, when the pawn's property cannot be used, but the results are used by the pawn recipient according to Islam, this is the ownership of *milku naqish* (limited ownership) in controlling the pawned goods during the debt repayment period. Therefore, the law of losses due to the coconut pawn is not the responsibility of the pawn recipient because the pawn has entered the area of control of the pawn recipient. This means that it has become the property of the pawn recipient, which is limited by time

This research contribution provides a contribution to customary property rights and property rights to the study of Islamic jurisprudence in pawning on living objects of pawn, so that it is clear that the limits of control over the pawnbroker's authority are already limited at the time of the pawn agreement. This research can be further developed in a broad scope of various ethnic groups and other methods.

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