



## Reconciling Customary Debt and Islamic Economic Law: A Legal-Anthropological Study of *Mappajalang Dowi'* in Tolitoli, Indonesia

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### ABSTRACT

This article analyzes *mappajalang dowi'*, a harvest-linked debt practice among Bugis farmers in Puse, Tolitoli, through a legal-anthropological lens that connects Islamic legal doctrine with community practice. Limited access to salaried employment and formal financial services sustains villagers' dependence on pre-harvest borrowing, with repayment due after the harvest season. Based on a qualitative case study employing observation, in-depth interviews, and document analysis, this research reconstructs the contractual structure of the practice, particularly *ijab-kabul*, mutual expectations, and the proportional *zhydab* (increase) that may rise when repayment is delayed. A normative assessment grounded in classical Islamic jurisprudence covering benevolent lending (*qardh al-hasan*), gratuitous transactions (*tabarru'*), and unlawful gain (*riba*), as well as contemporary Indonesian Sharia economic regulations and fatwas, shows that the pre-agreed *zhydab* converts the arrangement into a benefit-bearing loan and therefore constitutes indicators of *riba*. To maintain both Sharia compliance and rural social solidarity, the study proposes alternatives such as genuine benevolent lending with explicit anti-promise clauses, the use of sale-based contracts like *salam* and *murabahab* for agricultural inputs, and the establishment of community *tabarru'* funds. The study presents a context-sensitive framework for enhancing Islamic economic practices in agrarian smallholder contexts.

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## 1. INTRODUCTION

Puse Village is located in South Dampal Sub-district, Tolitoli District, Central Sulawesi, with a household economic structure that is primarily supported by rice farming and domestic work. Village documents recorded a population of 1,173 people, with the proportion of farmers or planters at 25.75% and housekeepers at 25.23%. In contrast, formal workers, such as civil servants, accounted for only 0.09 percent, and private employees for 0.17 percent (Puse Village, 2023). This pattern depicts a subsistence economy that depends on planting and harvesting cycles. When income outside the harvest season declines, the pre-planting debt mechanism with post-harvest repayment becomes an adaptive strategy to meet basic production and consumption needs (Achmad et al., 2022; Madsen & Smith-Hall, 2023; Wharton, 2017). This practice not only reflects the conditions of limited access to fixed-wage work but also demonstrates how farmer households manage seasonal cash flows within the local agrarian ecology (Alam et al., 2022; Longhurst, 1986).

In the local Bugis community, the practice of settling debts after harvest is known as "*Mappajalang Dovi*" (harvest-based debt) (Husaema, 2022; Syukran et al., 2024; Yusuf et al., 2021). The lender is called "*Pappajalang Dovi*" and the borrower is called *Pattarima Inreng* (Paryono, 2022). Transactions take place through *Ijab* and *Kabul* as a statement of agreement between the farmer and the lender regarding the return of the principal, along with the additional payment of rice paid after harvest (Sinilele, 2022). The extra is arranged proportionally to the principal amount, for example, a loan of one million rupiah plus one sack of rice, weighing approximately fifty kilograms, and a loan of two million rupiah plus two sacks of rice. In the event of crop failure, the parties renegotiate the time and manner of repayment. In the case of delay, further additions may be agreed upon (Sinilele, 2022). In this process, the feasibility assessment is not only financial, as the lender also considers the borrower's reputation, character, and track record as a form of *passimengeng* that reduces the risk of default and maintains trusting social relationships (Mustara, 2013).

The legal anthropological framework explains that *mappajalang dovi* operates within a communal value order that blends kinship, reciprocity, and social cohesion (Awalia, 2024; Yusuf et al., 2021). Strong mechanical solidarity in rural communities fosters the practice of helping that spans generations. At the same time, the principle of reciprocity maintains a reciprocal balance between the giver and the receiver, often without relying on market institutions (Endris et al., 2017). At the same time, the cosmology of local culture also lends meaning to economic transactions that are not entirely separate from the ritual and spiritual realms, thereby reinforcing the exchange of material and non-material values (Ergener, 2020). Thus, this practice can be viewed as a morally binding customary debt, which rests on beliefs, kinship, and unwritten rules that are embedded within the community.

The study of harvest-based debt in Indonesia reveals a long historical legacy and strong social values within the agrarian community. Studies have identified crop payments as a trust-based financing instrument that has endured due to limited access to formal financial services and the role of local social networks (Endris et al., 2017; Madsen & Smith-Hall, 2023; Mahadik et al., 2025). The literature also notes a tendency to shift reciprocity towards more transactional relationships as social changes occur, especially when the emphasis on material value at the time of repayment is more pronounced (Humaedi et al., 2025; Malja & Afrasiabi, 2025; Nowak & Raffaelli, 2022). In Puse, the picture is seen in *mappajalang dovi*, which continues to function as farmer capital as well as a social glue. Still, it faces normative challenges when pre-agreed additional payments are

required from the outset (Awalia, 2024). It is this space that demands a more careful reading through the anthropology of law, viewed through the lens of Islamic economic law, so that social dynamics and Sharia norms are read in balance.

In terms of Islamic economic law, the principles and conditions of the contract in Compilation of Sharia Economic Law (KHES) affirm the existence of the parties, objects, objectives, and *Shighat* that can be done orally, in writing, or in action (M. Huda et al., 2024; Yasardin & Kooria, 2025). Field findings indicate that these elements are being met in practice, thereby rendering the structure of *Mappajalang Dowi's* formally valid. However, *qardh al-hasan* (welfare loans) only allow voluntary gifts that are not conditioned in advance, whereas *ziyādah* (additional), which has been pegged from the beginning, has the potential to enter the *riba* (usury) and can render the contract *fasid* (defective) (Abdullah, 2015). This provision is affirmed in KHES Book II, Article 609, and strengthened by DSN-MUI Fatwa No. 19/DSN-MUI/IV/2001 concerning *qardh*, which requires the return of the principal without requiring an excess. In the context of Puse, the rice additives needed for the commencement of the transaction are classified as usury according to the normative references employed by the author.

This article aims to explain the social and legal construction of *the mappajalang dowi'* in Puse while considering its suitability with Islamic economic law in the tension between legal justice and social justice. Questions asked include how this practice works in the local agrarian economy, the intersection between *'urf* and the prerequisite *ziyādah* (prohibition), as well as the possibility of designing a financing model that maintains social support without giving rise to exploitation. The researcher's argument states that the practice in Puse is legitimate in terms of harmony and conditions. Still, the additions that are pegged from the beginning create the risk of *fasid* and open the door to *riba*. Therefore, a contextual reading of *Maqāsid al-Shari'ah* is necessary to ensure that the protection of smallholders and the sustainability of local institutions are aligned with compliance with norms.

## 2. METHODS

This study uses a qualitative approach with a case study design to examine the practice of *mappajalang dowi'* in Puse Village, South Dampal Sub-district, Tolitoli District, Central Sulawesi. This location was chosen because the practice of post-harvest debt settlement is prevalent in the local Bugis community and is relevant to the research's purpose. Data collection was conducted through field observations, in-depth interviews with key informants, and a review of pertinent documents and literature related to the tradition of harvest-based debt in Indonesia. The normative and empirical dual approach ensures analytical linkage between textual legal norms and the lived expressions of law in society, allowing for a picture of practice to be drawn from social reality while being informed by the norms of Islamic economic law (M. C. Huda, 2022).

Key informants include borrowers and lenders, namely *Pappajalang Dowi'* (lender) and *Pattarima Inreng* (borrower), as well as community leaders who are knowledgeable about local history and practices. The selection of informants focuses on parties directly involved who have in-depth knowledge of transaction dynamics and can explain variations in transaction scenarios. In-depth interviews are used to explore life experiences, economic motives, moral reasoning, and the negotiation process between the parties. Observations—both participant and non-participant—were conducted to record transaction patterns, moments of agreement through *Ijab* and *Kabul*, and

procedures for adding rice during repayment, measured proportionally to the principal amount of the loan. Documentation was used to complete the data, including village records and Bugis lexical terms related to this practice.

Data analysis was conducted in a phenomenological descriptive manner, involving classification, reduction, and interpretation of the units of meaning that emerged from interviews, observations, and documents. Interpretative Phenomenological Analysis is applied to interpret the life experiences of the actors, explaining the subjective meaning and social rationality of the post-harvest repayment practice (Eatough & Smith, 2017). The results of the literature review are presented in comparative texts, providing a solid conceptual and historical foundation for field interpretations while preserving the primacy of the community's voice. This analytical strategy ensures that the social construction of harvest debt practices and their assessment in Islamic economic law are read within the framework of both local culture and a relevant normative framework.

The credibility of the findings is maintained through the triangulation of sources and methods, which involves comparing information between informants and across data collection techniques. This is achieved through member checking with key informants and peer debriefing to review and interpret categorization and analysis processes. The consistency of the analysis is strengthened by cross-checking between interview data, observation notes, and documentation, ensuring that the findings produced have adequate empirical support and a clear audit trail.

This study adheres to the principles of socio-legal research ethics by prioritizing written informed consent, obtaining official permits from local authorities, and maintaining cultural and religious sensitivity throughout the fieldwork process. Incorporating a legal-anthropological lens, the research acknowledges that local legal consciousness and customary moral worlds influence how informants perceive obligations, rights, and prohibitions, particularly when discussing sensitive halal-haram issues. The study's limitations include its single-site focus, which narrows the generalizability, and the potential for normative sensitivity to reduce informant openness. These challenges are mitigated by building trust with the community, adjusting interaction rhythms to respect local rites, and triangulating data to reinforce the validity of findings within the community's lived normative context.

### 3. RESULTS AND DISCUSSION

#### **Socio-cultural Context of *Mappajalang Dowi's* Tradition in Puse Village**

Puse Village is located in South Dampal, Tolitoli, Central Sulawesi. The hilly landscape and undulating topography shape livelihood patterns centered on agriculture, plantations, and small-scale enterprises. The village community is inhabited by Dampal ethnic residents and Bugis migrants who have been living there since 1952, resulting in a network of cross-origin kinship that has become the foundation of social cohesion. In this agrarian ecology, rice is the primary source of livelihood, and the rhythm of life is dictated by the planting and harvesting calendar, which determines the flow of household income throughout the year.

Social ties in Puse take the form of the value of cooperation, hereditary trust, and daily reciprocity. Residents help each other in rice field work, celebrations, and times of difficulty, making inter-household support a socially embedded and collectively affirmed practice. In this context, the practice of pre-planting debt with post-harvest repayment is prevalent as a social

mechanism to mitigate seasonal uncertainty. It is understood as a form of assistance that strengthens communal relations. The study of local anthropology emphasizes reciprocity as a form of humane exchange, supported by kinship, not just market calculations, and occurring across generations in homogeneous communities, such as agrarian villages.

The structure of the work underscores the village's agrarian foundation and elucidates the household economy's adaptation strategy. The largest group is farmers or planters, followed by household managers and students. Formal workers, such as civil servants and private employees, constitute only a small fraction, indicating a lack of access to fixed salary income. This composition shows a structural dependence on the planting–harvest cycle, explaining why community-based mechanisms emerge to meet working capital needs and consumption requirements during off-season periods.

**Table 1. Population by livelihood in Puse Village (Village Profile 2023)**

<b>Occupation</b>	<b>Total</b>	<b>Percentage</b>
Not (yet) Working	256	21.82%
Taking Care of the Household	296	25.23%
Student	251	21.40%
Retired	–	–
Civilian Serving (PNS)	1	0.09%
Police (Polri)	–	–
Farmer/Gardener	302	25.75%
Private employee	2	0.17%
Honorary employee	4	0.34%
Casual laborer	–	–
Farm laborer/plantation	12	1.02%
Sailor	1	0.09%
Lecturer	–	–
Teacher	10	0.85%
Midwife	3	0.26%
Nurse	1	0.09%
Driver	7	0.60%
Trader	5	0.43%
Official Village	13	1.11%

Self employed	9	0.77%
<b>Total</b>	<b>1,173</b>	<b>100%</b>

Source: RPJM Village Document 2022–2028; Village Profile 2023

The social implications of the composition of the work in the table above are clearly readable. More than half of the population is engaged in agricultural and domestic work sectors, which are closely tied to the seasonal cycle; therefore, income outside the harvest season tends to be unstable. When the need for agricultural inputs outweighs the receipts, families rely on the support of their nearest network. In the local language, the lender is referred to as *Pappajalang Dowi'*, and the borrower is known as *Pattarima Inreng*. At the same time, reputation and character are judged through *passimengeng* as a moral guarantee, ensuring the maintenance of a trusting relationship. The power of tradition is also enriched by the rites of faith in the surrounding region, such as those in *Penganculong*, which is part of the Dampal community, emphasizing the interconnectedness of work, results, and gratitude within local cosmology (Husaema, 2022; Ashar, 2022). These elements suggest that economic exchanges in Puse occur within a complex network of socio-cultural meanings, extending far beyond transactional or financial motives.

### Traditional Practice of *Mappajalang Dowi'* in Puse Village

Lexically, *mappajalang* comes from the root word '*jalang*', which means walking or running; the prefix '*mappa*' indicates the action of causing something to happen; and '*dowi*' means money. Thus, *mappajalang dowi'* means making money circulate (Paryono, 2022). Terminologically and anthropologically, in the context of Bugis culture, this term refers to the practice of lending money, which has significant social and cultural implications.

The lender is called *Pappajalang Dowi'*. *Pappa* is a prefix that indicates the actor or person who acts, while *jalang* means the road or walking, and *dowi'* is money. So, *Pappajalang Dowi'* can be interpreted as a person who facilitates the circulation of money or an individual who facilitates the flow of money. In this study, the activities of community members who provide loans to farmers are called *mappajalang dowi'*. The recipient of the loan is called *Pattarima Inreng*. *Pattarima* comes from the root word *tarima*, which means to receive, preceded by the word '*pa*', which indicates the doer or person who does something. So *pattarima* means recipient or person who receives, and *inreng* is defined as a loan. So, *Pattarima Inreng* can be interpreted as the recipient of a loan, or more commonly, a person who receives debt. In this study, *Pattarima Inreng* are farmers who borrow money from *Pappajalang Dowi'* (lenders) (Interview with Arifai, Bugis community figure, Puse, 2024).

The practice of borrowing and lending with post-harvest payments in Puse is an entrenched custom in the local community. Farmers often face economic difficulties when agricultural produce is insufficient to meet their daily needs. In cases of crop failure or low yield, farmers turn to loans as an immediate coping mechanism. This practice became a solution for farmers in overcoming economic difficulties. Thus, borrowing with post-harvest debt repayment is a survival strategy for farmers in Puse. The local community takes out loans to meet the costs of maintaining their rice fields and their daily needs.

Thus, this tradition is motivated by the economic needs of farmers to finance their farming activities. Loan funds are generally allocated for farming operations, which include the purchase

of seeds, fertilizers, and pesticides, as well as payment of labor wages. Additionally, farmers use the loans to meet their primary daily needs and other necessities. One informant stated this:

"I took out a loan because I was pressed for money. The money I borrowed was used for the cost of planting and maintaining the rice fields, as well as meeting my daily needs. This loan really helps me with my family's finances and maintaining our rice fields." (Interview, Juheria, money borrower, Puse, 2024).

This practice involves *ijab* and *kabul* (contract), a statement of agreement between the farmer, as the borrower, and the lender, whereby the borrower agrees to repay the debt by returning the principal plus rice, as specified in the agreed-upon size, and pays after the harvest. This method of loan repayment is a manifestation of the community-based loan system, where farmers obtain funds from members of the local community, agreeing to add value at the time of repayment. This was confirmed by one of the perpetrators of the *Pappajalang Dowi'* tradition:

"... this has been going on for a long time, farmers who need funds come to me to borrow money. They borrow from me and agree to return the borrowed money with additional rice from their harvest." (Interview, Udin, *Pappajalang Dowi's practitioner*, 2024).

The debt transaction process in South Dampal begins with a negotiation process between the farmer who needs funds and the lender, to ensure that both parties, the borrower (*muqtaridh*) and the lender (*muqridh*), understand and agree on all the terms and conditions set out in the transaction.

Based on the author's observations, this loan practice has a unique additional system in place. The extra amount is determined proportionally based on the amount borrowed—a loan of Rp. 1,000,000 is returned, accompanied by a further one sack of rice or the equivalent of 50 kg—a loan of Rp. 2,000,000 is returned, accompanied by an additional two sacks of rice, weighing 100 kilograms. This pattern applies consistently, so that for a loan of Rp. At 5,000,000, the addition reaches 250 kg of rice. This system is an agreement that applies in the practice of lending and borrowing in that area. However, in the event of crop failure, the parties renegotiate debt payments. Farmers apply for compensation with various waivers (Interview with Lina, a money borrower, Puse, 2024). Another informant expressed a similar view:

"I will meet the lender to ask for an extension of the repayment period. We agree that I will repay the loan after the next harvest is complete, in the amount of two million rupiah, with an additional 100 kg of rice. If the payment is delayed, I will add another 100 kg of rice. Thus, my total repayment includes the full loan amount plus 200 kg of rice or the equivalent of 4 sacks. This is a fair agreement between the lender and me..." (Interview, Juheria, a money borrower, Puse, 2024).

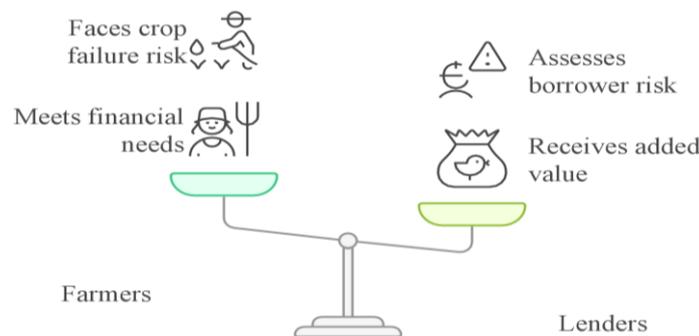
The lenders usually consider the background of the farmer. This is being done to reduce the risk of default. As one lender stated:

"When giving a loan to a farmer, I will look at several aspects of the person to whom I will give the loan, namely whether this farmer owns his own paddy field, because the ownership of the paddy field is an important thing that I must look at to show that the farmer has assets that can be used to repay his debt, then I will also look at the farmer's ability to make loan payments, this includes my assessment to see how good the farmer is in managing his paddy

field. The trust of the local community or neighbors will also be taken into consideration when granting the loan, including their relationships with their neighbors and their level of responsibility. These are all things I will ask the closest person to the borrower..." (Interview, Nirwana, *Pappajalang Dowi's* practitioner, 2024)

Investigating a potential borrower's background is a crucial step in maintaining a strong relationship between the lender and the borrower. By understanding the borrower's history and character, the lender can ensure that the funds are handed over to a responsible and trustworthy individual. This review process helps lenders feel more confident that the loan will be repaid on time. In addition, this approach is effective in preventing disputes. Therefore, understanding the borrower's background is a prudent strategy for managing financial transactions.

Examining the practice of debts and credits with post-harvest payments in Puse, this transaction benefits both parties, as it is beneficial for farmers who need funds and provides benefits for lenders due to the return of debts with added value. Moreover, the description above suggests that this practice appears flexible, varied, negotiable, and based on mutual understanding. Furthermore, the practice of the *mappajalang dowi'* tradition in Puse Village can be described as follows:



**Figure 1. Balancing Needs and Returns in *Mappajalang Dowi'***

Source: data analysis, 2024.

The figure above illustrates, among other things, that the *mappajalang dowi'* tradition has three pillars: farmers as the leading actors, added value, and the role of lenders. Theoretically, farmers are entitled to protection from excessive market and production risks (Kharofa, 2017). The concept of "receiving added value" aligns with the principle of '*zayadab*' in Islamic economics, which emphasizes distributive justice. In traditional practice, added value is not only measured in material terms but also in terms of strengthening social ties (*silaturahmi*). In the *mappajalang dowi'* system, the lender should function as a "*pa'rasang*" (guarantor) who takes moral responsibility for the farmer. In this context, the point "assesses borrower risk" reflects the practice of "*siri*" (character assessment) in *mappajalang dowi'* where the lender will assess not only the financial capability but also the moral integrity of the borrower (Mustara, 2013).

On the other hand, from an anthropological perspective, the diagram above reveals the existence of a symbolic culture that reflects the triangular structure in Bugis-Makassar cosmology, which symbolizes "*Tellu Cappa*" (Three Joints): farmers, value-added, and lenders, as three mutually reinforcing elements (Abidin, 2013). The "*siri*" (self-respect) aspect is seen in the risk assessment that considers the dignity of the farmer, and the "*pace*" (solidarity) aspect is reflected in the risk of crop failure.

## Sharia Economic Law Perspective of *Mappajalang Dowi'* Tradition

The focus of this analysis is placed on three key concepts, namely *qardh al-hasan* (benevolent loan), *tabarru'* (benevolent contract), and *riba* (forbidden excess/usury), because these three determine whether the practice of harvest-based debt remains in the corridor of helping or shifts to an instrument of value extraction at the time of repayment. This orientation is relevant to the fact that the additional rice in local practices is often agreed upon from the beginning and is proportional to the principal of the loan, and can increase again in the event of a delayed payment. Although the contractual form typically evidences the presence of parties, object, purpose, and *Shighat* elements required under the Compilation of Sharia Economic Law (KHES), this formal validity does not ipso facto resolve substantive issues concerning compulsory benefits. With this framework, the purpose of the analysis is to examine the intersection between the social needs of small farmers and the prohibition on benefits in loan contracts, as well as to formulate alternative designs that maintain benefits while complying with the rules.

*Qardh al-hasan*. It is understood as a loan that provides social benefits to the recipient without generating a profit for the lender, so that the return is essentially limited to the principal (Abdullah, 2015; Hasnita et al., 2025). *Tabarru'* marks the entire family of welfare contracts that cannot be monetized through compensation terms, while usury refers to the excess taken from the loan transaction and is considered prohibited when it arises as a mandatory consequence of the contract (Anggraini et al., 2022). Within this framework, *zayadah* is an addition that is agreed upon from the beginning and is tied to the principal amount, as distinct from a voluntary gift born after repayment without an upfront promise (Krismonika, 2023). The benchmark analysis is therefore firm but straightforward, namely whether or not there are benefit conditions that are known and agreed upon by the parties from the beginning, and the extent to which local customs can be considered as *'urf*, which is accommodated as long as it does not clash with the firm *nash*. This affirmation of the limit is necessary so that the reading of practice does not equate spontaneous generosity with planned profit, while at the same time giving room for recognition of the customs that live as long as they do not negate the basic principle of the loan contract in the *fiqh muamalah* (economics jurisprudence).

The classical reading of scholars provides a solid normative foundation for understanding *qardh al-hasan*. The Shafi'i school emphasizes the virtue of helping and purifying the giver's motives so that the required profits do not become part of the contract structure. In contrast, gifts that are not promised in advance of the contract can be accepted as an expression of gratitude by the recipient, provided they do not create latent obligations on the debtor (Nawawi, 2010). This principle is in line with the ethics of leniency that leads the giver to give leniency when the recipient has difficulties, even advocating the partial removal of the burden in certain circumstances, so that good social relations do not depend on the additions that are set at the beginning (Azid & Alfalih, 2023). Thus, the classic frame puts *qardh* as an existing *tabarru'* that preserves the dignity of the recipient, avoids the giver from the temptation of monetizing the virtue contract, and from the beginning closes the door to *zayadah* designed as a condition, because such a form of benefit will drag the contract into *riba* (usury).

At the level of principle, *tabarru'* affirms that *qardh* is in a family of welfare contracts that cannot be monetized by the giver, so that the compensation conditions attached to the contract are

contrary to the character of help, which is the spirit of this transaction (Al-Ayyubi et al., 2023). In this framework, the party that does good is not entitled to determine the reward from the recipient, as the primary purpose is to ease the burden and restore the ability to make a living, rather than to take value from the person in difficulty (Aziz & Uswatusolihah, 2022). The prohibition of taking benefits agreed upon in advance is affirmed by the practice of *fiqh* and reinforced by the hadith reference on the banning of *qardh*, which attracts benefits. At the same time, the voluntary additional giving after repayment is still considered a gift that can be granted, provided it was not agreed upon at the beginning of the contract (Abdullah, 2015). Ethics *irfāq* guides the lender's behavior to provide time leeway to borrowers who are in difficulty and even advocates for the elimination of certain obligations in specific circumstances, ensuring that good social relations are not compromised by the additional burden imposed from the outset (Abedifar, 2019). The affirmation of this principle is crucial because it serves as a test tool that distinguishes between a pure benevolent contract and a contract that has shifted into an engagement that prioritizes the importance of reward for the giver, which in turn opens the door to usury when the benefit is mandatory as a consequence of the contract.

The contemporary Islamic economic legal framework emphasizes the limits of compliance through the compilation of positive norms and fatwa guidelines that are operational in the field. KHES Explain the pillars and conditions of the validity of the contract which include the existence of the parties, objects, objectives, and *Shighat* which can be stated orally, in writing, or in action, as well as detailing the feasibility of the subject and the prevalence of the object so as not to create elements of fraud, coercion, or information defects that undermine the legitimacy. KHES confirms that while structural validity is necessary, it is not sufficient to legitimize pre-contractual surplus; KHES and DSN-MUI guidance permit voluntary additions post-repayment but disallow predetermined surplus that transforms *qardh* into a benefit-bearing obligation (Mudzhar, 2015; Yasardin & Kooria, 2025). This provision is emphasized by the DSN MUI Fatwa No. 19/DSN-MUI/IV/2001 concerning *qardh*, which obliges the return of principal according to the agreement without the condition of excess and which places added value as the realm of voluntary gifts that cannot be taken into account since the contract (Paisun et al., 2022). In this horizon, the benchmark becomes clear because good documentation, clarity of clauses, and the absence of promises of benefits are prerequisites for loan transactions to remain within the *tabarru'* corridor, which protects the weak without compromising the space for generosity.

If the framework is projected in practice, *mappajalang doni'* in Puse, the harmony and conditions of the contract appear to be fulfilled through the presence of the parties, a clear object, a recognizable purpose, and a statement of *ijab* and *kaabul* which binds both parties. The reality on the ground shows a pattern of additional rice that is measurable and proportional to the principal since the beginning of the agreement such as one million rupiah with an extra sack of rice of about fifty kilograms and two million rupiah with an additional two sacks of rice, even in the delay of payment there is another additional that confirms the consequences of benefits beyond the principal. This pattern creates social relations that *tabarru'* previously framed, shifting to a relationship that involves compensation that can be calculated from the contract, thereby losing its non-commercial nature (Aziz & Uswatusolihah, 2022). When the excess becomes a mandatory part of the bond structure, the loan transaction enters the territory of usury according to KHES standards and fatwas that apply because the excess no longer stands as an expression of gratitude that is born free from promises (Mudzhar, 2015). Thus, local practices are structurally valid because they meet the pillars and conditions of the contract; however, they also face substantial problems

that require redesigning so that the goal of social protection is still achieved without abandoning the normative limits that have been formulated.

Testing against the prohibition of *riba* requires an examination of two main characteristics: the existence of the needed benefits from the beginning and the relationship between those benefits and the amount of the principal or the passage of time. The additional rice that is pegged at the time of the contract and measured proportionally to the principal marks the presence of mandatory benefits so that the character of the *tabarru'* at *qardh* is no longer intact, especially when there is a delay. The parties add more obligations beyond the principal over time. This shift puts transactions in the realm of compulsive excess. It can be tested as *riba* according to the formulation KHES, which affirms the separation between welfare loans and the agreed supplementation practices, and according to the DSN MUI Fatwa on *qardh*, which obliges the return of the principal without excess conditions (Aziz & Uswatusolihah, 2022; Mudzhar, 2015; Zufriani et al., 2023). The form of benefits wrapped in rice units does not change its legal nature because what is relevant is the existence of surpluses that have been made part of the attachment structure, not the type of commodity. On this basis, the practice is considered structurally valid because the harmony and conditions of the contract are present. Still, the substance is problematic when the excess is already inherent as an integral part of the initial agreement.

Considerations on *'urf* Provide space to acknowledge the habits that live in society as long as they do not contradict the strict norm or *nash*, so that the institutions that support trust and livelihood resilience are still valued in normative decisions (Hassan, 2024). In this framework, the custom of giving additional gifts as an expression of gratitude after repayment remains acceptable because it is not imposed as an obligation at the time of the contract and is not a measure known to the parties from the outset (Zelizer, 2021). It is different if the habit has transformed into a norm that is understood as part of the conditions of engagement, because this situation means that the habit negates the essence of *qardh*, which is free of compulsory benefits (Fadel, 2024; Toosi, 2022). Therefore, the social values inherent in *mappajalang dowi'* should be read as ethical and social capital that strengthens trust, not as a basis for normalizing the advantages that have been pegged to the cause, because *'urf* Valid is only a habit that does not violate the basic principles of the Welfare Contract.

A firm distinction between voluntary rewards and conditional compensation can be worked out through practical criteria that are easy to check, first there are no promises or signals of benefit at the time of the contract, second the absence of a size linked to the tree, third the time of giving that only occurs after repayment, fourth the inability to calculate or anticipate the form of the prize on the transaction document, fifth Clarity of communication to the parties that any grant is voluntary (Awalia, 2024). Such a formulation is in line with the limits set by the KHES regarding the validity of the contract and by the fatwa on *qardh* which separates the return of the principal from all forms of advantages that are made a condition, as well as consistent with the classical fiqh reading which allows spontaneous gifts that do not create latent obligations for the debtor (Ansori et al., 2023). With these criteria, the practice of *mappajalang dowi'* can be redirected back to the corridor *tabarru'* without denying the culture of mutual respect. At the same time, all the additional forms pegged at the beginning can be classified as forbidden advantages, so as not to disguise themselves as monetized goods.

Reading *Maqāsid al-Shari'ah* provides a framework to weigh the *maslahat* and *mafsadat* that are born from *mappajalang dovi'*. The protection of property, lives, and livelihood sustainability is the goal that appears when farmers obtain pre-planting liquidity, and the trust network is maintained (Amin, 2023). At the same time, there is *mafsadat* when *zīyādah* pegged from the beginning, and the delay in repayment triggers new additions so that the weaker side bears a burden that is no longer in line with the spirit of charity (Aziz & Uswatusolihah, 2022; Endris et al., 2017). This tension requires a rearrangement so that social benefits are not achieved by denying the prohibition of mandatory benefits in loan contracts. The criterion that can be held is to transfer all forms of reward from the domain of the loan to the domain of the voluntary gift or to a legitimate sale and purchase transaction so that the purpose of asset protection is realized without opening a gap usury (Paisun et al., 2022; Toosi, 2022). In the context of Puse, the instructions *maqāsid*. This is in line with the recognition of the *'urf*, which does not contradict *Nash* and is in sync with normative standards that place excess as a non-mandatory domain.

The choice of compliance routes can be formulated in three complementary pathways. The first line of care, *qardh al-hasan*, is a benevolent loan without additional requirements by a clause that explicitly rejects the promise of a gift at the time of the contract and opens up the opportunity for voluntary giving after repayment that is not calculated and not anticipated from the beginning, so that the disposition of the *tabarru'* is maintained (Hasnita et al., 2025). The second path moves compensation to legitimate goods transactions through *salam* for the financing of farmer inputs with advance payment on commodities submitted later or through *murābahah* for the procurement of fertilizer seeds and production facilities with transparent margins and the ownership of goods moves according to the provisions so that the rewards are born from buying and selling and not from borrowing money (Zufriani et al., 2023). The third path is to build institutional solidarity in the form of funds *tabarru'* communities managed by BMT or farmer groups with simple governance, local sharia supervision, revolving fund mechanisms, and the use of social capital, such as *siri* as a moral guarantee so that liquidity needs are handled without having to rely on the excess that is pegged (Sinilele, 2022; Yusuf et al., 2021). These three paths align with the KHES reference on the principles and conditions of the contract, as well as with the fatwa on *qardh*, which affirms the return of the principal without excessive conditions and can be designed to follow the growing season, thereby mitigating production risks that may pressure the weak.

The transition from old practices to compliant schemes requires clear, gradual steps. Conversion of current engagements can be done by removing additional obligations that have already been pegged and transferring the remaining obligations to the form of *qardh* pure or to a valid sale and purchase contract according to the type of need, accompanied by socialization about the difference between voluntary gifts and *zīyādah*, conditional that all parties understand the clear dividing line (Abdullah, 2015). Neat documentation of the subject matter, including the tempo, quality, and quantity of commodities, as well as the status of repayment, maintains transparency and prevents hidden benefits. Handling delays is facilitated through rescheduling without imposing material obligations that serve as penalties. The internal village mediation mechanism and referrals to sharia micro-institutions can be utilized to resolve disputes while preserving the dignity of the parties and maintaining the trust that has been established within the community. With this kind of governance, the migration to a compliant scheme does not damage the social networks that support the economy of farmers' households and are in line with KHES standards and contemporary fatwas on *qardh*.

The final position of this study emphasizes that the structure of the engagement in *mappajalang dowi'* is fulfilled; however, the substance of the contract is problematic when *zījādah* is pegged from the beginning, as this situation shifts *qardh* from the realm of *tabarru'* to the area of forbidden excess. The middle ground is to maintain farmers' liquidity assistance through pure *qardh al-hasan* and unpromised voluntary gifts, as well as through legitimate goods transactions, and through institutional solidarity that accommodates agrarian risks, while adhering to contemporary KHES standards and fatwas. With *maqāsid*-based alignment, the goals of property protection and livelihood security are achieved without contravening the prohibition on benefits, and the social institutions that operate in Puse can continue to function as a fair safety net for smallholder households.

### **Legal-Anthropological Perspective of *Mappajalang Dowi's* Tradition**

The approach of legal anthropology in this study departs from the need to bridge the law in texts and laws that live in society so that the ethnographic findings of the *mappajalang dowi'* do not merely describe customary habits but proceed to normative judgments that weigh social justice at the community level against legal justice at the doctrinal level (Awalia, 2024). This research highlights the significance of recontextualizing sharia principles in a pluralistic society, thereby creating an opportunity for *ijtihad*. This enables the norms formulated at the doctrinal level to engage in dialogue with living economic practices, as well as to harmonize customary law, Islamic law, and state law, thereby facilitating the development of inclusive policies. (Creutzfeldt et al., 2019) With this orientation, the legal-anthropological section is positioned as a triangulation space between field data, cultural theory, and Sharia standards that are intertwined in Puse.

The cultural framework that serves as the basis for interpretation encompasses the concept of rural social coherence, rooted in kinship, cooperation, and mutual dependence, whereby the practice of harvest debt operates as an institution of solidarity (Endris et al., 2017). This research highlights four concepts of cultural systems that foster tolerance, help, and similarity of actions within the community. It relates them to mechanical solidarity, which strengthens the cohesion of agrarian villages. At the same time, reciprocal practice, or reciprocity, is positioned as more humane than market exchange because it is grounded in the principles of kinship and long-standing social attachments (Kolm, 2008). This combination of cultural values explains why *mappajalang dowi'* persist as an adaptive mechanism while providing context when the norm *qardh al-hasan* and *tabarru'* are tested in local reality.

The triadic relationship between farmers as the primary actors, lenders as risk mitigators, and the concept of added value that the community envisions as fostering social bonds is clearly evident in the symbolic configuration discussed in the text. Bugis-Makassar cosmology represents a triangular structure that resonates with *Tellu Cappa* and enables the *Siri'* and *Pacce* in the process of character assessment or *passimengeng* so that moral reputation influences informal financing decisions (Akil et al., 2014; Yusuf et al., 2021). At the local level, the presence of "*Pappajalang Dowi'*" and *Pattarima Inreng* marks the interlocking socio-economic roles. It demonstrates how contracts are understood as both cultural practices and legal obligations (Syukran et al., 2024). Against this background, the evaluation of usury is not only technical at the level of engagement, but also sensitive to the symbols and dignity that govern the economic behavior of citizens.

A reconstruction of practices relevant to legal analysis reveals the existence of an *Ijab* and *Kabul* that binds the parties to pay off the loan principal after harvest, along with the additional rice agreed upon from the beginning and measured proportionally to the principal amount. The pattern recorded is consistent at the scale of one million rupiah, with an extra sack of approximately fifty kilograms, and two million rupiah, with an additional two sacks. In some cases, the delay in repayment may result in new additions according to negotiations agreed upon by both parties. This procedure shows how local customs combine clarity of engagement with social flexibility in the event of crop failure, while also providing a foothold for assessing the extent to which the norm *tabarru'* was awakened or shifted due to the excess that has been pegged (El-Halaby et al., 2021).

From the perspective of legal anthropology, contracts in practice *mappajalang dowi's* works as a community-recognized social performance, not just a private text, so that the speech *Ijab-Kabul* functions simultaneously as a legal legitimacy and a social rite. The manuscript demonstrates that an initial negotiation is conducted to ensure mutual understanding, clarity regarding the roles of the borrower and lender, and recognition that the contract's pillars are present in accordance with the applicable normative compilation, specifically regarding the subject, object, purpose, and form of the statement. This structural validity is an essential premise before the analysis proceeds to the excess substance at the time of repayment, as that is the point at which the principles of *qardh al-basan* and *tabarru'* confront prevailing habits in the field (Sezer, 2023).

The normative framework that becomes the lens of criticism in anthropological legal readings rests on the classical teachings of *qardh al-basan* and the Contract Clan *tabarru'*, which rejects conditional benefits, so that liquidity assistance is placed as a charity that should not be monetized at the moment of repayment. *Malikiyah* scholars emphasized that *qardh al-basan* aims to get closer to Allah by channeling benefits to the borrower and returning only the principal. In contrast, the *Shafi'iyah* scholars emphasize the word "*basan*" as a necessity of goodness without the element of profit (Jannah et al., 2023). The study also noted that *Qardh* is classified as a contract *tabarru'*. So that the party who does good is not entitled to demand any reward, while the prohibition of taking benefits stipulated in advance is affirmed by the hadith about the ban on loans that attract benefits and is placed in front of the example of voluntary gifts after repayment which are still considered *mubah*. With this lens, the analysis does not stop at the structure of the contract, since what is criticized is the shift in the meaning of added value from the symbol of reciprocity to the form of mandatory benefit attached to the contract.

Contemporary standards clarify compliance boundaries and facilitate field testing because *KHES* details the pillars and conditions of the validity of the contract and expressly allows for purely voluntary additions after payment, and not let if agreed from the beginning, while the *DSN MUI Fatwa on qardh* Require the return of principal according to the agreement without excess conditions (Mudzhar, 2015; Paisun et al., 2022). The manuscript has shown that the *mappajalang dowi'* in Puse fulfills the elements of subject, object, purpose, and statement of agreement, but the additional provisions of rice that are pegged at the beginning and are proportional to the principal cause the contract to be dragged out of the corridor of *tabarru'* (*Al-Ayyubi et al., 2023*). At the normative assessment level, the manuscript concludes that the additional rice required, as the contract is classified as *riba* according to *KHES* and strengthened by the applicable fatwa, does not automatically legitimize the substance of excess that has been institutionalized in habit.

Value-added claims as distributive justice need to be placed on a precise scale so as not to cover up the fact that these benefits have become a condition of contracts. The conceptual figure in the

text identifies "added value" as an element that strengthens social relations and discusses its relationship with the principle of *zhydab*; however, the anthropological legal reading requires a distinction between the symbolic value that binds the community and the obligatory excess of the debt structure. When the amount of additional rice is determined at the outset and is proportional to the principal and can increase in the delay, then the added value is no longer in the area of liquid social rewards but turns into compensation that can be calculated and anticipated, so that the indicator of distributive justice should not be used to obscure the character of the mandatory benefits that are prohibited in the contract *qardh* (Güney, 2024; Sezer, 2023). Thus, cultural narratives about friendship and social glue must be confirmed with Sharia parameters so that the symbol of reciprocity does not disguise itself as an instrument of value extraction.

For the practice to return to the corridor *tabarru'*, the community needs easy-to-audit operational criteria to distinguish voluntary gifts from *zhydab* conditional. The requirements include the absence of a promise of benefits at the time of the contract, the absence of a size linked to the principal, the time of the gift that only occurs after repayment, the prohibition of calculating or including the form of gift in the transaction document, and the need for explicit communication that each gift is voluntary. This formulation is in line with the KHES, which limits additions to the realm of voluntarism and with fatwas *qardh*, which separates the principal from all forms of excess that are made a condition, while at the same time consistent with the classical tradition that recognizes spontaneous gifts that do not give rise to latent obligations (El-Halaby et al., 2021; Hasnita et al., 2025). With these criteria, the space for social politeness is maintained, while all forms of excess that are pegged from the beginning can be marked as violations of boundaries that must be ordered.

The repositioning of the lender's role in the anthropological legal framework is crucial because the manuscript reveals its function as *pa'rasang*, or moral insurers, who assess the character of the borrower through the practice of *passimengeng* and shoulder social responsibility to maintain a healthy relationship. This role can be aligned with the ethics of *infāq* in *qardh*, which encourages granting time allowances for those in difficulty and allows partial burden relief under certain conditions, so that social control is oriented toward support and dispute prevention rather than the establishment of pegged benefits (Aziz & Uswatusolihah, 2022; Sezer, 2023). Field evidence suggests that the assessment of the borrower's background and communal reputation has already been conducted, allowing lenders to focus on strengthening their role through sound information governance and proper documentation, without turning the practice into a commercial mechanism that generates excess. In this way, the social capital operating within the community no longer supports the normalization of compulsory benefits but instead becomes a protective instrument aligned with the principles of *tabarru'* and the purpose of *qardh al-basan*.

An anthropological legal dimension that stands out is the role of social sanctions and reputation as a controlling mechanism that operates outside the contract text, thereby supporting compliance through embarrassment, character assessment, and the opportunity for access to subsequent loans. Field evidence suggests that repeated delays can lead to community reprimands and reduce the likelihood of obtaining relief in successive seasons. At the same time, borrowers who keep their commitments gain greater trust from the lender's network. Such a mechanism is effective in reducing defaults in small communities because the reputational costs are felt directly by the

perpetrators; however, it needs to be calibrated so that it does not become a justification for adding material obligations that are pegged at the time of the contract or during the delay phase. In the frame of *qardh al-hasan* and *tabarru'*, social control should be directed at the encouragement of responsibility and the restoration of the ability to pay, not at the determination of compulsory benefits that violate the limits outlined by the compilation of laws and fatwas on charitable lending (Abdullah, 2015; Hasnita et al., 2025; Sezer, 2023). Thus, substantial social capital in Puse should be managed as a buffer of trust and a deterrent to disputes, not as an entrance to normalization *zhydab* that are attached to the structure of the alliance.

The rhythm of the planting and harvest seasons provides a temporal context that determines how *Mappajalang Dovi's* works, making the need for pre-planting liquidity structural and greatly influenced by the volatility of yields and grain prices. During times of famine, farmer households rely on a network of relatives and lenders who are familiar with their conditions, and then pay off their debts after the harvest when cash flow strengthens again. An anthropological legal reading requires that the compliance design not only adhere to doctrine but also be compatible with the agrarian calendar and the actual production risks on the ground. Adjustments to the maturity schedule in the harvest phase, the option of rescheduling when yields decline, and the automatic prohibition of material penalties for any delay will be more in line with the ethics of *tabarru'* and the spirit of *irfaq*. With this design, protection for the weak is achieved without eroding the trust that is the main strength of the local institution and without shifting the burden of agrarian risk into a mandatory benefit for lenders.

The position of this research in the literary landscape became clear after reviewing works that primarily map the types of traditions, objects of practice, and socioeconomic impacts of harvest-based debt in various agrarian communities. Most of these studies have successfully demonstrated the power of trust networks and the adaptive function of harvest debt for small households; however, few have systematically linked them to normative assessments of sharia through the legal lens of anthropology, which is sensitive to symbols, rites, and the performativity of contracts at the local level. This manuscript closes the gap by tying field data on the additional scale of rice, the *ijab-kabul* process, and negotiations during crop failure into the framework of *qardh al-hasan*, *tabarru'*, and *riba* operationalized by contemporary compilations of laws and fatwas. By marrying cultural analysis and norms, the article's contribution shifts from a description of habits to an offer of an assessment framework that can serve as a reference for policy and institutional engineering in similar agrarian communities.

Reading *Maqāsid al-Shari'ah* provides a basis for maintaining the benefits of property protection, livelihood sustainability, and social order while preventing the emergence of *mafsadat* arising from mandatory benefits in loan contracts (Al-Ayyubi et al., 2023). Living customs can be appreciated as *'urf* as long as they do not contradict the strict *nash*, so that the value of reciprocity and cooperation remains the spirit of economic interaction without turning into a standardized value extraction mechanism (Hassan, 2024). The practical measure is to move all forms of compensation from the loan territory to the territory of unpromised voluntary gifts or to legitimate goods transactions, as well as to clarify the documentation so that any out-of-principal gift cannot be counted in the first place. With this framework, harmony between social justice at the community level and legal justice at the normative level becomes possible, as local institutions are neither compelled to imitate market institutions nor permitted to normalize *zhydab* that exceeds the limits of Sharia.

Starting from the overall findings, the final legal position of anthropology states that the structure of the engagement in *mappajalang dowi'* is fulfilled and recognized by the community. Still, the substance of the contract is problematic when *ziyadah* is pegged from the beginning because this situation places the obligatory benefit as part of the contract and opens up the risk of usury. The proposed middle position is to preserve a channel of assistance through pure *qard al-hasan*, explicitly prohibiting any promise of gifts while allowing a space for entirely voluntary, post-repayment tokens of gratitude that carry no contractual weight. At the same time, the need for compensation should be redirected to legitimate sale-based contracts, such as *salam* and *murabahah*, which can be tailored to the agricultural growing cycle. The roles of *pa'rasang* and *passimengeng* practices focus on strengthening information governance, community mediation, and transaction documentation, rather than collecting material surpluses. With alignment that draws on compilations of laws, contemporary fatwas, and *maqāsid* principles, local institutions can continue to function as a fair, religious, and effective safety net for smallholder households in Puse.

#### 4. CONCLUSION

The practice of *mappajalang dowi'* in Puse reflects the economic, cultural, and religious attachments that make post-harvest debt not just a transaction, but a community funding institution that relies on rural solidarity, mutually recognized oral contracts, and social sanctions that support trust when access to formal financing is limited in terms of Islamic economic law, the structure of the contract is fulfilled because the parties, objects, goals, and *Shighat* are present, but the predetermined rice additions proportional to the principal shift the engagement from a *tabarru'* framework into a mandatory benefit arrangement, rendering the substance of the contract *fāsid* and exposing it to *riba* implications under KHES and DSN-MUI Fatwa on *qardh*, which require unconditional return of the principal according to KHES and DSN MUI Fatwa on *qardh* which requires the unconditional return of principal.

The excess tension between social justice and legal justice, therefore, needs to be bridged through a contextual reading of *Maqāsid al-Shari'ah*, by reorientation to pure *qardh al-hasan* without additional promises, the placement of post-repayment gifts as voluntary gifts, or the transfer of compensation to legitimate sales and purchase contracts, such as *salam* and *murabahah* if necessary, so that property protection and livelihood sustainability are maintained without normalizing the mandatory benefits of loans. The policy implications lead to the harmonization of customary law, Islamic law, and state law through the strengthening of local governance, clear documentation, and community mediation mechanisms, ensuring that sharia compliance aligns with the real needs of farmer households. This study acknowledges the limitations of its scope and the sensitivity of the theme, recommending further cross-village and cross-seasonal research to assess the impact of welfare, cash flow resilience, and dispute prevention on a broader scale, with a continuously strengthened validity and ethics strategy.

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