

RINGKASAN

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**SENKETA PERJANJIAN GADAI SAWAH (*GALA BLANG*) BERDASARKAN AKTA DI BAWAH TANGAN DITINJAU DARI PERSPEKTIF HUKUM ADAT DAN KOMPILASI HUKUM EKONOMI SYARIAH (KHES)
(STUDI PENELITIAN DI KECAMATAN PEULIMBANG KABUPATEN BIREUEN)
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Gala blang merupakan praktik gadai sawah yang telah lama dilakukan oleh masyarakat Aceh berdasarkan hukum adat Aceh khususnya di kecamatan Peulimbang Kabupaten Bireuen. Dalam pelaksanaannya, sering timbul sengketa akibat tidak adanya batas waktu gadai yang jelas, ketidakjelasan hak dan kewajiban para pihak, peralihan hak kepada ahli waris, rendahnya pemahaman terhadap hukum perjanjian, serta faktor ekonomi yang menghambat penebusan sawah. Penelitian ini bertujuan menganalisis kedudukan hukum perjanjian *gala blang* berdasarkan akta di bawah tangan, faktor-faktor penyebab sengketa, serta mekanisme penyelesaiannya berdasarkan Hukum Adat Aceh dan Kompilasi Hukum Ekonomi Syariah (KHES).

Penelitian ini menggunakan metode yuridis empiris dengan pendekatan kasus. Data diperoleh melalui studi kepustakaan dan wawancara dengan *keuchik*, tokoh adat, tokoh agama, pemberi gadai, dan penerima gadai di Kecamatan Peulimbang Kabupaten Bireuen.

Hasil penelitian menunjukkan bahwa perjanjian *gala blang* yang dibuat berdasarkan akta di bawah tangan tetap diakui dalam Hukum Adat Aceh karena didasarkan pada kesepakatan para pihak dan kebiasaan yang hidup dalam masyarakat. Penyelesaian sengketa *gala blang* juga mengutamakan musyawarah dan perdamaian melalui lembaga adat. Hal tersebut memiliki dasar hukum dalam Qanun Aceh Nomor 9 Tahun 2008 tentang Pembinaan Kehidupan Adat dan Adat Istiadat, khususnya Pasal 13 ayat (1), yang memberikan kewenangan kepada lembaga adat dalam menangani dan menyelesaikan perkara yang terjadi dalam masyarakat sesuai dengan ketentuan adat. Dalam perspektif Kompilasi Hukum Ekonomi Syariah (KHES), praktik *gala blang* dapat dikualifikasikan sebagai akad *rahn*, namun pelaksanaannya belum sepenuhnya sesuai dengan ketentuan Pasal 392 sampai Pasal 403 KHES, khususnya Pasal 396 KHES karena *murtahin* memanfaatkan objek gadai dalam jangka waktu yang lama dan perjanjian tidak mengatur secara jelas jangka waktu serta hak dan kewajiban para pihak. Sengketa umumnya timbul akibat ketidakjelasan isi perjanjian, peralihan hak kepada ahli waris, dan faktor ekonomi *rahn*. Penyelesaian sengketa lebih diutamakan melalui musyawarah adat, sedangkan menurut KHES penyelesaian harus menjamin

pemenuhan hak para pihak sesuai ketentuan akad *rahn* serta memberikan *ta'widh* melalui mekanisme *muqassah* apabila terjadi kerugian.

Berdasarkan hasil penelitian tersebut, penulis menyarankan agar masyarakat membuat perjanjian *gala blang* secara tertulis dengan mencantumkan jangka waktu, hak dan kewajiban para pihak, serta mekanisme penyelesaian sengketa, dan aparat *gampong* bersama tokoh adat meningkatkan pembinaan serta sosialisasi mengenai praktik *gala blang* di lapangan agar dikonversi menuju skema syariah modern yang diakui dalam KHES, seperti menggabungkan akad *rahn* dengan akad *ijarah* (sewa sawah) atau *mudharabah* (bagi hasil pertanian) agar praktik *gala blang* terlaksana sesuai dengan prinsip keadilan, kepastian hukum, dan kemaslahatan.

Kata Kunci: Sengketa, Gala Blang, Akta Di Bawah Tangan, Hukum Adat Aceh, KHES.

SUMMARY

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DISPUTES OF GALA BLANG (RICE FIELD MORTGAGE) AGREEMENTS BASED ON PRIVATE DEEDS REVIEWED FROM THE PERSPECTIVE OF ACEHNESE CUSTOMARY LAW AND THE COMPILATION OF SHARIA ECONOMIC LAW (KHES) (A STUDY IN PEULIMBANG DISTRICT, BIREUEN REGENCY)

Gala Blang is a traditional practice of pledging agricultural land that has long been practiced by the people of Aceh, particularly in Peulimbang Subdistrict, Bireuen Regency, based on Acehnese customary law. In its implementation, disputes frequently arise due to the absence of a clearly defined period of the pledge, uncertainty regarding the rights and obligations of the parties, the transfer of rights to heirs, limited understanding of contract law, and economic factors that hinder the redemption of the pledged land. This study aims to analyze the legal status of Gala Blang agreements made under private deeds, the factors causing disputes, and the mechanisms for resolving such disputes from the perspectives of Acehnese Customary Law and the Compilation of Sharia Economic Law (KHES).

This study employs an empirical juridical method with a case approach. Data were obtained through library research and interviews with village heads (keuchik), customary leaders, religious leaders, pledgors (rahin), and pledgees (murtahin) in Peulimbang Subdistrict, Bireuen Regency.

The results of the study indicate that Gala Blang agreements made under private deeds remain recognized under Acehnese Customary Law because they are based on the mutual agreement of the parties and customary practices prevailing in the community. The resolution of Gala Blang disputes also prioritizes deliberation and reconciliation through customary institutions. This is supported by Qanun Aceh Number 9 of 2008 concerning the Development of Customary Life and Customs, particularly Article 13 paragraph (1), which grants customary institutions the authority to handle and resolve disputes arising within the community in accordance with customary provisions. From the perspective of the Compilation of Sharia Economic Law (KHES), the practice of Gala Blang may be classified as a rahn contract; however, its implementation is not yet fully consistent with Articles 392 to 403 of the KHES, particularly Article 396, because the murtahin utilizes the pledged property for an extended period, while the agreement does not clearly stipulate the duration of the pledge or the rights and obligations of the parties. Disputes generally arise from the lack of clarity in the agreement, the

transfer of rights to heirs, and the economic circumstances of the rahin. Dispute resolution is primarily pursued through customary deliberation, whereas under the KHES, resolution must ensure the fulfillment of the parties' rights in accordance with the provisions of the rahn contract and provide ta'widh through a muqassah mechanism in the event of a loss.

Based on these findings, the study recommends that the community formalize Gala Blang agreements in writing by clearly stipulating the duration of the pledge, the rights and obligations of the parties, and the dispute resolution mechanism. In addition, village authorities and customary leaders should strengthen guidance and public education concerning the implementation of Gala Blang in practice so that the practice can gradually be adapted to modern Sharia-based contractual schemes recognized under the KHES, such as combining a rahn contract with an ijarah contract (land lease) or a mudharabah contract (agricultural profit-sharing), thereby ensuring that Gala Blang is implemented in accordance with the principles of justice, legal certainty, and public benefit.

Keywords: *Dispute, Gala Blang, Private Deed, Acehnese Customary Law, Compilation of Sharia Economic Law (KHES).*