

Integration of The Principles of Fiqh Muamalah With Customary Law in Land Sale and Purchase Practices in The Dayak Community of Central Kalimantan

Integrasi Prinsip-Prinsip Fikih Muamalah dengan Hukum Adat dalam Praktik Jual Beli Tanah pada Masyarakat Dayak di Kalimantan Tengah

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ABSTRACT: This research examines the integration of the principles of Fikih Muamalah with customary law in the practice of buying and selling land in the Dayak community of Central Kalimantan. Land for the Dayak community is not only seen as an economic asset, but also as an ancestral heritage and cultural identity that is managed collectively. Problems arise when customary land is not fully accommodated in formal law, so it often causes disputes, especially when it intersects with corporate and government interests. This research uses a juridical-empirical approach with primary data sources in the form of in-depth interviews with Damang Kepala Adat, Kerapatan Mantir Perdamaian Adat, religious leaders, and the community; as well as secondary data in the form of the Compilation of Sharia Economic Law (KHES), Perda No. 16 of 2008, Pergub No. 13 of 2009, and related literature. The results show that there is an intersection between sharia principles such as huriyyatul 'aqad (freedom of contract), party competence, object clarity, and fairness in transactions with Dayak customary mechanisms, such as customary deliberations, land inventory and mapping, issuance of Land Certificate (SKT), and public announcement for 21 days. This integration creates a model of land sale and purchase that is religiously valid, recognized by the customary community, and has the force of positive law. This model has the potential to be a solution to customary land conflicts as well as an example of legal harmonization in other areas with strong customary communities

Keywords: Fiqh Muamalah; Dayak Customary Law; Land Sale and Purchase.

ABSTRAK: Penelitian ini mengkaji integrasi prinsip fikih muamalah dengan hukum adat dalam praktik jual beli tanah di masyarakat Dayak Kalimantan Tengah. Tanah bagi masyarakat Dayak tidak hanya dipandang sebagai aset ekonomi, melainkan juga sebagai warisan leluhur dan identitas budaya yang dikelola secara kolektif. Permasalahan muncul ketika tanah adat tidak sepenuhnya terakomodasi dalam hukum formal, sehingga sering menimbulkan sengketa, terutama ketika bersinggungan dengan kepentingan korporasi dan pemerintah. Penelitian ini menggunakan pendekatan yuridis-empiris dengan sumber data primer berupa wawancara mendalam dengan Damang Kepala Adat, Kerapatan Mantir Perdamaian Adat, tokoh agama, dan masyarakat; serta data sekunder berupa Kompilasi Hukum Ekonomi Syariah (KHES), Perda No. 16 Tahun 2008, Pergub No. 13 Tahun 2009, dan literatur terkait. Hasil penelitian menunjukkan adanya titik temu antara prinsip syariah seperti huriyyatul 'aqad (kebebasan berakad), kecakapan pihak, kejelasan objek, dan keadilan dalam transaksi dengan mekanisme adat Dayak, seperti musyawarah adat, inventarisasi dan pemetaan tanah, penerbitan Surat Keterangan Tanah (SKT), serta pengumuman publik selama 21 hari. Integrasi ini melahirkan model jual beli tanah yang sah secara agama, diakui masyarakat adat, dan memiliki kekuatan hukum positif. Model tersebut berpotensi menjadi solusi penyelesaian konflik tanah adat sekaligus menjadi contoh harmonisasi hukum di wilayah lain yang memiliki komunitas adat kuat.

Kata Kunci: Fikih Muamalah; Hukum Adat Dayak; Jual Beli Tanah.

A. INTRODUCTION

Land is one of the most important resources in human life, serving not only as an economic asset but also as a source of social identity, cultural continuity, and communal belonging.¹ Among the Dayak communities of Central Kalimantan, land has a particularly profound significance because it is closely associated with ancestral heritage, customary identity, and collective responsibility.² Consequently, customary land (*tanah ulayat*)³ cannot be understood solely as an object of private economic exchange.⁴ Its transfer is embedded within customary norms that regulate ownership, authority, communal consent, and the protection of ancestral interests. Land transactions therefore involve not only the economic interests of sellers and buyers but also the social and cultural interests of the wider customary community.⁵

This distinctive position of customary land creates tensions when customary norms intersect with the formal state land system. The tension is evident in several land conflicts involving Dayak communities.⁶ The Betang Sangkuwu customary land dispute in Tumbang Marak Village, Central Katingan Regency, for example, arose from a company's claim over customary land without the consent of the customary community. A similar conflict occurred between the Dayak community of Simpang Dua and a palm oil company operating without customary authorization, leading the community to impose customary sanctions. In East Kotawaringin, the Dayak Tamuan community has also faced a dispute with PT Sapta Karya Damai concerning approximately 150 hectares of land, which has been subject to mediation. These cases illustrate the continuing tension between communal customary authority and external claims to land. At the same time, the formal land registration framework, particularly Government Regulation No. 24 of 1997 concerning Land Registration, places considerable emphasis on formal

¹ Herry Wahyudi et al., "Rempang at the Crossroads: Developmental Ambitions and Social Inequality in Border Regions," *Jurnal Ilmu Sosial Dan Humaniora* 15, no. 1 (2026): 85–100, <https://doi.org/10.23887/jish.v15i1.105414>.

² Lolita et al., "The Existence of Customary Law Community's Rights (Hak Ulayat) Over Land in Kalimantan," *3rd Borneo International* 2023. <http://journal.iaisambas.ac.id/index.php/bicihe/article/view/2062%0Ahttp://journal.iaisambas.ac.id/index.php/bicihe/article/download/2062/1709>.

³ *Tanah ulayat* refers to communal customary land collectively controlled by an indigenous law community (*masyarakat hukum adat*). It is managed according to customary law and generally cannot be transferred or alienated without the consent of the customary community.

⁴ Lolita et al.

⁵ Achamyeleh Gashu Adam, "Systematic Review of the Changing Land to People Relationship and Co-Evolution of Land Administration," *Heliyon* 9, no. 10 (2023): e20637, <https://doi.org/10.1016/j.heliyon.2023.e20637>.

⁶ Adam.

documentation and registration, which does not always correspond neatly with the communal and historically embedded character of customary land ownership.⁷

The resulting tension demonstrates that customary land transactions operate within a plural legal environment rather than within a single, unified legal system.⁸ For Dayak communities that have embraced Islam, this legal plurality involves an additional normative dimension. Land transactions must not only maintain customary legitimacy but also conform to Islamic principles governing economic relationships.⁹ *Fiqh muamalah* provides normative requirements for valid sale and purchase (*bay'*), including mutual consent (*taradhi*), clarity of the contractual object, lawful ownership, fairness, and the avoidance of uncertainty (*gharar*) and harm.¹⁰ At the same time, Dayak customary law emphasizes deliberation, communal recognition, the authority of customary leaders, and the protection of collective interests.¹¹ The interaction between these systems raises an important question: how can Islamic contractual principles be accommodated within customary land transaction practices without undermining the authority and cultural identity of Dayak customary law? Existing scholarship relevant to this issue can be broadly classified into three thematic strands.

The first strand concerns Dayak customary land and indigenous rights. Studies within this strand generally examine the legal status of customary land, the authority of indigenous institutions, communal ownership, and conflicts between indigenous communities, corporations, and the state.¹² This body of research demonstrates that customary land is inseparable from indigenous identity and that customary institutions continue to play an important role in determining land ownership and resolving disputes. However, its principal concern is generally the recognition and protection of indigenous land rights within the state legal system. Consequently, customary land is predominantly analyzed from the perspective of indigenous rights and legal recognition, while the

⁷ Nona Evita, "When Customary and State Law Collide: A Land Conflict in Jambi," *Jurnal Hukum Inkracht* 6, no. 1 (2026): 30, <https://doi.org/10.37721/inkracht.6.1.30>.

⁸ Asnawi Mubarak et al., "The Relationship Of State Law And Customary Law: Reinforcement And Protection Of Customary Law In Constitutional Court Judgment," *Jurnal Jurisprudence* 13, no. 2 (2023): 188–204.

⁹ Vincentius Raymond Wijaya, "The Intersection Of Customary Law And National Land Law In The Settlement Of Land Disputes In Indonesia," *Jurnal Multidisiplun Sahombu* 4, no. 02 (2024): 401–7, <https://doi.org/10.58471/jms.v4i02>.

¹⁰ Diva Rafi Anjani et al., "CUSTOMARY LAND CONFLICTS BETWEEN DAYAK INDIGENOUS LAW AND STATE LAW IN INDONESIA," *Awang Long Law Review*, 2026, <https://doi.org/10.56301/awl.v8i2.2045>.

¹¹ Redni Putri Meldianto, Jendrius Jendrius, and Alfian Miko, "Conflict in the Management of Ulayat Land in Nagari Sungai Kamuyang," *Jurnal Sosiologi Nusantara* 10, no. 2 (2024): 313–26, <https://doi.org/10.33369/jsn.10.2.313-326>.

¹² Ditto Nathaniel, "Urgency of Recognizing Dayak Customary Communities and Land Rights in Central Kalimantan," *Estudiante Law Journal* 7, no. 3 (2025): 678–93, <https://doi.org/10.33756/eslaj.v7i3.32774>.

religious dimensions of transactions conducted by Muslim members of customary communities receive comparatively limited attention.¹³

The second strand focuses on Islamic jurisprudence and land transactions. Research in this area examines the requirements of *bay'*, including the capacity of contracting parties, mutual consent (*taradhi*), clarity of the object, lawful ownership, fairness, and the avoidance of *gharar*.¹⁴ These studies establish a strong normative framework for determining whether a land transaction is valid and ethically acceptable according to Islamic law. Nevertheless, this literature tends to examine transactions within a primarily Islamic legal framework and gives less attention to the customary institutions through which land ownership and transfer are socially regulated. As a result, it provides limited explanation of how Islamic contractual principles operate when the object of the transaction is customary land governed by communal norms.¹⁵

The third strand concerns the relationship between Islamic law and customary law. This literature generally demonstrates that Islamic law and local custom are not necessarily antagonistic. Concepts such as *'urf ṣaḥīḥ* and *al-ʿādah muḥakkamah* provide an Islamic legal basis for recognizing customary practices that do not contradict sharia principles.¹⁶ From this perspective, local customs may serve as contextual instruments for implementing Islamic norms. However, much of the existing discussion remains normative and theoretical, focusing on the compatibility between Islamic principles and custom rather than empirically examining how such compatibility is negotiated in concrete economic transactions. In particular, limited attention has been given to the institutional processes through which customary deliberation, approval by traditional leaders, communal consent, and customary documentation are reconciled with the Islamic requirements of a valid sale and purchase.

A critical comparison of these three strands reveals an important unresolved issue. Studies of Dayak customary land explain how customary authority and communal rights are maintained, while studies of *fiqh muamalah* explain how a transaction should satisfy

¹³ Safrin Salam et al., "Customary Land as Mining Shares in the Perspective of Islamic Law," *Al-ʿAdl* 19, no. 1 (2026): 99–132, <https://doi.org/10.31332/aladl.v19i1.12897>.

¹⁴ Catur Bayu Aji and Dheiya Ulhaq Azzahra, "Islamic Jurisprudence on Digital Sale Contracts : Validity , Gharar , and Consumer Protection in Indonesian Marketplace Platforms," *Al Muhkam : Journal of Islamic Law and Jurispundance* 2, no. 1 (2026): 104–14.

¹⁵ Abdul Mueed and Corresponding Author, "The Principle of Mutual Consent in Present-Day Commercial Practices : An Islamic Jurisprudential Analysis Section 1 : Introduction Nwerash International Research Centre (NIRC), Lahore . Section 1 : The Sharīʿah Foundations of Mutual Consent (Tarādī) I," *Nwerash* 1, no. 2 (2025): 1–15.

¹⁶ Abdul Fattaah Pebry Muji Rahmawati, "The Existence Of The Tradition Of The Prohibition Of Ngidul-Ngetan Marriage : An Analysis Of Living Law And 'Urf In Islamic Law," *Usrah : Journal Of Islamic Family Law* 7, no. 1 (2026): 510–27.

Islamic legal and ethical requirements. Studies on Islamic law and custom provide a conceptual basis for compatibility through *‘urf* and *al-‘ādah muḥakkamah*. However, these bodies of literature rarely bring the three dimensions together at the empirical level. In particular, they do not sufficiently explain how Muslim Dayak communities actually negotiate the relationship between customary procedures and Islamic contractual requirements when buying and selling customary land. The unresolved issue is therefore not simply whether Islamic law and customary law are theoretically compatible, but how such compatibility is constructed, institutionalized, and practiced within an indigenous Muslim community.

This gap is particularly significant in Central Kalimantan because customary land transactions involve multiple sources of legitimacy simultaneously. A transaction may require agreement between the seller and buyer, recognition by customary authorities, communal acceptance, compliance with customary procedures, and conformity with Islamic principles. The practical relationship among these requirements remains insufficiently explored. For example, customary deliberation may function as a mechanism of communal consent, while land verification and documentation may strengthen the clarity of the contractual object. Similarly, approval by customary leaders may provide social legitimacy, while the principles of *taradhi* and *‘adl* provide religious and ethical legitimacy. These intersections cannot be adequately understood through a purely doctrinal analysis because they are embedded in actual social practices and institutional relationships.

The theoretical perspectives of Wahbah al-Zuhaili and Soerjono Soekanto provide an important starting point for examining this intersection. Wahbah al-Zuhaili, in *al-Fiqh al-Islāmī wa Adillatuhu*, emphasizes the flexibility of Islamic law in the field of *muamalah* and the possibility of accommodating local customs provided that they do not contradict sharia principles and the objectives of *maqāṣid al-syarī‘ah*. Similarly, Soerjono Soekanto's perspective on Indonesian customary law emphasizes its dynamic character and its capacity to respond to changing social and religious conditions. These perspectives establish the theoretical possibility of interaction between Islamic law and customary law. Nevertheless, a theoretical recognition of compatibility does not explain how the interaction occurs in actual land transactions. This study therefore moves beyond the

normative assertion that Islamic law and custom can coexist by investigating the concrete mechanisms through which their principles are integrated.

The present study addresses this unresolved issue by examining the integration of *fiqh muamalah* principles with Dayak customary law in the sale and purchase of customary land in Central Kalimantan.¹⁷ The study specifically investigates how Islamic principles concerning contractual freedom (*hurriyyatul 'aqad*), mutual consent (*taradhi*), clarity of the contractual object, justice (*'adl*), and the avoidance of *gharar* interact with customary practices such as deliberation, communal consensus, verification of land boundaries, issuance of customary land documentation, public announcement, and recognition by *Damang* and *Mantir* customary institutions.¹⁸

The novelty of this study lies in its empirical integration of two normative systems at the level of actual land transaction practices within a Muslim Dayak community. Rather than treating *fiqh muamalah* and Dayak customary law as separate or competing frameworks, the study examines how they operate simultaneously and how their respective principles are translated into complementary institutional practices. This approach reveals that the integration of Islamic and customary norms does not necessarily require the replacement of one system by another. Instead, Islamic principles can provide religious and ethical legitimacy, while customary procedures provide social and communal legitimacy. State law, in turn, provides an additional layer of formal legal and administrative recognition. The study consequently contributes to the literature in three ways. First, it extends research on Dayak customary land by incorporating the Islamic legal dimension of land transactions within a Muslim indigenous community. Second, it extends *fiqh muamalah* scholarship by demonstrating how Islamic contractual principles are contextualized through customary institutions rather than applied independently of local social structures. Third, it contributes to the study of Indonesian legal pluralism by empirically demonstrating how Islamic law, customary law, and state law can interact within a single land transaction without necessarily eliminating the distinct identity and authority of each normative system.

¹⁷ Darmawan, Iman Jauhari, and Suhaimi, "STRENGTHENING SHARIA ELEMENTS; SYUF'AH OR LANGGEH RIGHTS IN LAND BUYING AND SELLING TRANSACTIONS IN ACEH," in *Proceeding of the 3rd Malikussaleh International Conference on Law, Legal Studies and Social Sciences (MICoLLS) 2023* (Aceh, 2023), 1–16.

¹⁸ Asman, "Harmonization of Dayak Customary Law and Islamic Values in Handling Cases of Pregnant Marriage in Sajingan Besar on the Indonesia-Malaysia Border, West Kalimantan," *SHAHIH: Journal of Islamicate Multidisciplinary* 10, no. 1 (2025): 85–112, <https://doi.org/10.22515/shahih.v10i1.11541>.

The proposed integration can therefore be understood as a form of complementary legal pluralism, in which different normative orders perform different but interconnected functions. *Fiqh muamalah* establishes substantive religious and ethical requirements; Dayak customary law provides communal procedures and social recognition; and positive law provides formal administrative and legal recognition. Such integration is consistent with the principles of *'urf ṣaḥīḥ* and *al-‘ādah muḥakkamah*, provided that customary practices do not contradict fundamental sharia principles. It also corresponds with the broader objectives of *maqāṣid al-syarī‘ah*, particularly *ḥifẓ al-māl* (protection of property) and the preservation of dignity and social harmony. Accordingly, this study does not merely argue that Islamic and customary law are compatible in principle. It demonstrates how that compatibility is constructed through concrete practices of deliberation, consent, verification, documentation, communal participation, and customary recognition. In doing so, the study offers a contextual model of Islamic legal practice in which religious values, indigenous traditions, and state legal requirements can interact constructively in the governance of customary land. This perspective provides a more nuanced understanding of legal pluralism in Indonesia and offers a basis for developing land transaction mechanisms that are religiously legitimate, customary acceptable, socially just, and legally accountable.

B. METHOD

1. Research Approach and Design

This research employs a juridical-empirical approach to examine the integration of *Fiqh Muamalah* principles with Dayak customary law in the practice of land buying and selling in Central Kalimantan. The juridical dimension is used to analyze the normative framework governing land transactions, particularly the principles contained in the Compilation of Sharia Economic Law (KHES), Regional Regulation of Central Kalimantan Province No. 16 of 2008 concerning the institutionalization of Dayak customary institutions, and Central Kalimantan Governor Regulation No. 13 of 2009 concerning customary land and customary rights over land. Meanwhile, the empirical dimension is employed to investigate how these legal principles are understood, implemented, and negotiated by customary institutions, religious leaders, and members of the Dayak community in actual land transactions. The use of this approach enables the research to examine not only the conformity of customary land

transactions with applicable legal norms but also the social and institutional practices through which such transactions are conducted. Thus, law is understood both as a normative framework and as a social practice that operates within the cultural context of the Dayak community.

2. Research Location and Research Subjects

This research was conducted in selected customary communities in Central Kalimantan where customary land (*tanah adat/tanah ulayat*) continues to play a significant role in social relations, economic activities, cultural identity, and community governance. Central Kalimantan was purposively selected because the province has a strong presence of Dayak customary institutions and continues to experience interactions between customary land governance, state land administration, and religious norms. The research locus was further determined based on three considerations: (1) the continued recognition and functioning of customary institutions in regulating community affairs; (2) the existence of customary land that remains subject to communal management and customary procedures; and (3) the occurrence of land transactions or land-related practices in which customary norms interact with Islamic principles and formal state law. These characteristics make the selected communities particularly relevant for examining the integration of *fiqh muamalah* and Dayak customary law in land transactions.

The selection of the research locus was not intended to produce statistical generalization to all Dayak communities in Central Kalimantan. Rather, it was intended to obtain an in-depth understanding of a particular socio-legal context that illustrates the interaction between customary law and Islamic norms. The locus is considered analytically relevant because the customary institutions, norms, and transaction practices identified in the research reflect broader characteristics of Dayak customary governance, particularly the importance of deliberation, communal consent, the authority of customary leaders, and the protection of customary land. Thus, the findings are intended to provide contextual and analytical insights that may be relevant to other indigenous Muslim communities experiencing similar interactions between customary, Islamic, and state legal systems.

Research subjects were selected purposively based on their knowledge, authority, experience, and direct involvement in customary land management and

transactions. The informants consisted of *Damang Kepala Adat*, members of the *Kerapatan Mantir Perdamaian Adat*, religious leaders, and community members who had direct experience or sufficient knowledge of customary land transactions. These categories of informants were selected to ensure that the study captured the issue from institutional, religious, and community perspectives. Customary leaders provided information regarding the authority of customary institutions, customary procedures, mechanisms of deliberation, and norms governing customary land transactions. Religious leaders provided perspectives on the validity, ethical requirements, and principles of land transactions from the perspective of *fiqh muamalah*. Meanwhile, community members provided empirical accounts of how customary and Islamic norms are understood, negotiated, and implemented in actual transactions.

Data were obtained primarily through in-depth semi-structured interviews with the selected informants, complemented by observation and relevant documentary sources. The interviews explored the procedures followed in land transactions, the role of customary leaders, forms of communal consent, the application of Islamic principles such as *bay'*, *taradhi*, justice ('*adl*'), and the permissibility of the object of transaction, as well as the relationship between customary rules and formal state law. Interview data were recorded, transcribed, organized thematically, and compared across categories of informants to identify areas of convergence, difference, and negotiation between customary and Islamic norms.

To strengthen the connection between the methodological design and the findings, relevant statements obtained from in-depth interviews are presented in the Results and Discussion section as direct quotations or attributed interview evidence. These quotations are used particularly when explaining customary procedures, the role of *Damang* and *Mantir Adat*, community consent, and the application of Islamic principles in land transactions. Where appropriate, interview evidence is also identified through footnotes to clarify the source, informant category, and timing of the interview while maintaining the confidentiality of individual informants. This procedure enables the discussion to demonstrate not only the normative relationship between *fiqh muamalah* and customary law but also how such integration is understood and practiced by members of the Dayak community.

3. Data Sources

The research utilized both primary and secondary data. Primary data were obtained directly from field research through in-depth interviews with customary leaders, members of customary peace institutions, religious leaders, and community members involved in or knowledgeable about customary land transactions. Primary data focused on the procedures for buying and selling customary land, the requirements imposed by customary institutions, mechanisms for resolving disputes, and the extent to which Islamic principles are incorporated into the transaction process.

Secondary data consisted of statutory and regulatory documents, legal literature, scholarly publications, and other relevant documentary materials. The principal legal materials examined included the Compilation of Sharia Economic Law (KHES), Central Kalimantan Regional Regulation No. 16 of 2008, and Central Kalimantan Governor Regulation No. 13 of 2009. These materials were analyzed to identify the normative principles governing contracts, legal capacity, the clarity of the object of the transaction, fairness, customary land rights, and the recognition of customary institutions. Relevant academic literature on *Fiqh Muamalah*, customary law, agrarian law, and legal pluralism was also used to strengthen the conceptual and analytical framework.

4. Data Collection Techniques

Data were collected through in-depth interviews, observation, and documentation. In-depth interviews were conducted using semi-structured interview guidelines, allowing the researcher to explore predetermined issues while providing sufficient flexibility for informants to explain their experiences, interpretations, and understanding of customary land transactions. The interviews addressed several substantive aspects, including the status of customary land, requirements for land transactions, the role of customary institutions, procedures for issuing customary land certificates (SKT), public announcement mechanisms, dispute resolution, and the application of Islamic principles in contractual relationships. Observation was conducted to understand the practical implementation of customary procedures and the social context in which land transactions take place.

Particular attention was given to the role of customary deliberation, land inventory and mapping, administrative procedures, and mechanisms for obtaining community recognition of land ownership. Documentation was used to complement interview and observation data. The documents examined included relevant regulations, customary administrative records, land-related documents, SKT documentation, and other materials associated with the implementation of customary land transactions. The combination of interviews, observation, and documentation enabled the researcher to compare normative provisions with their implementation in the field.

5. Data Analysis

The collected data were analyzed qualitatively and descriptively through several interconnected stages: data reduction, data organization, interpretation, and conclusion drawing. First, interview transcripts, field observations, and documentary materials were organized according to major analytical themes, including contractual freedom (*huriyyatul 'aqad*), legal capacity of the parties, clarity of the object of the transaction, fairness, customary deliberation, land identification and mapping, issuance of SKT, public announcement, and dispute resolution. Second, the empirical findings were compared with the relevant principles of *Fiqh Muamalah* and the applicable customary and positive legal frameworks. This comparative analysis was intended to identify areas of convergence, complementarity, and potential tension between Islamic law, Dayak customary law, and state law.

The analysis subsequently examined how these different normative systems interact in establishing the validity, legitimacy, and social recognition of land transactions. Finally, the findings were interpreted using the perspective of legal pluralism, which recognizes the coexistence and interaction of multiple normative systems within a particular social setting. Through this framework, the research assesses how *Fiqh Muamalah*, Dayak customary law, and positive law can operate simultaneously in regulating customary land transactions without eliminating the cultural identity and authority of the customary community.

6. Data Validity

The validity of the research data was maintained through source and technique triangulation. Source triangulation was undertaken by comparing information obtained from Damang Kepala Adat, Kerapatan Mantir Perdamaian Adat, religious leaders, and community members. Technique triangulation was conducted by comparing findings derived from interviews, observations, and documentary evidence. In addition, the interpretation of empirical findings was cross-checked against the relevant legal and normative provisions contained in KHES and the applicable regional regulations. This verification process was intended to ensure that the findings reflected both the actual practices of the Dayak community and the applicable normative framework. Consequently, the research provides a comprehensive account of how *Fiqh Muamalah* principles and Dayak customary law are integrated into land transactions and how such integration contributes to the recognition and legal protection of customary land rights.

C. RESULT AND DISCUSSIONS

1. Customary Land Transaction Mechanism among the Dayak Community

The findings indicate that the Dayak community in Central Kalimantan has a customary legal system governing the management and transfer of customary land. This system has received formal recognition through Central Kalimantan Provincial Regulation Number 16 of 2008 concerning Dayak Customary Institutions and Central Kalimantan Governor Regulation Number 13 of 2009 concerning Guidelines for the Implementation of Regional Regulation Number 16 of 2008. These regulations provide a legal basis for the existence and authority of customary institutions in managing customary affairs, including customary land transactions, inheritance, and dispute resolution. Therefore, Dayak customary law is not merely a social norm inherited from previous generations but also constitutes a living legal system that operates through customary institutions and interacts with the formal legal system. The in-depth interviews revealed that customary land transactions cannot be conducted solely on the basis of an agreement between the seller and the buyer. A Damang Kepala Adat explained that customary land has a collective dimension because its ownership is closely connected to family history, ancestral heritage, and the interests of the customary community. As stated by the informant:

“Customary land cannot simply be sold based only on an agreement between the seller and the buyer. We must first examine the history of the land, who has rights over it, its boundaries, and whether there are other parties who may raise objections. Customary land is not merely privately owned; it is also connected to the family and the customary community.”¹⁹

This statement demonstrates that the legitimacy of customary land transactions is constructed through both individual agreement and communal recognition. Although the seller and buyer may have reached an agreement, the transaction must also obtain recognition from the relevant customary institution. This procedure reflects the collective character of customary land ownership and demonstrates that customary authority continues to play an important role in determining the legitimacy of land transactions.

The first stage of the transaction is customary deliberation through the Kerapatan Mantir Perdamaian Adat (KMPA). The findings show that deliberation functions to verify the identity of the parties, the history and status of the land, its boundaries, and the possibility of competing claims. The deliberation also provides an opportunity for customary authorities to determine whether the proposed transaction is consistent with customary norms. A member of the KMPA explained:

“Before the sale and purchase takes place, the matter is first brought to the Mantir and discussed in a customary meeting. We examine whether the land is genuinely under the seller’s right, whether its boundaries are clear, and whether any family members or community members claim rights over the land. If everything is clear and there are no objections, the process can proceed.”²⁰

The interview indicates that customary deliberation functions not merely as an administrative procedure but also as a mechanism for preventing disputes. By verifying land ownership and possible competing claims before the transaction is completed, the customary institution seeks to ensure that the transaction does not create future conflict. Deliberation therefore provides social and moral legitimacy in addition to the formal agreement between the parties. The second stage involves the inventory and mapping of the land and the issuance of a Land Certificate (Surat Keterangan Tanah/SKT) by the Damang Kepala Adat. The findings show that the SKT

¹⁹ In-depth interview with Informant D1, Damang Kepala Adat, Central Kalimantan, 2026.

²⁰ In-depth interview with Informant M1, Member of Kerapatan Mantir Perdamaian Adat, Central Kalimantan, 2026.

records the identity of the landholder, the location and boundaries of the land, and the customary recognition of the land claim. The Damang explained:

“The SKT is important for recording customary land, identifying who controls or has rights over the land, and establishing its boundaries. Through documentation and mapping, it becomes easier to determine the history of the land and reduce the possibility of disputes in the future.”²¹

This finding demonstrates that customary institutions have developed administrative mechanisms to strengthen certainty concerning customary land rights. Although the SKT issued by the customary institution should not automatically be equated with a land-right certificate issued under the national land registration system, it functions as important documentary evidence within the customary governance structure. The practice also demonstrates the adaptive character of customary law, whereby traditional institutions incorporate documentation and mapping mechanisms in response to contemporary demands for greater legal certainty. The third stage is a 21-day public announcement. During this period, members of the customary community are given an opportunity to submit objections if they have information concerning the ownership, boundaries, inheritance, or other claims relating to the land. A member of the customary institution explained:

“After the examination and preparation of the documents, the land is publicly announced to the community. The purpose is to allow anyone who knows that the land is still subject to another family’s rights or that there is a boundary dispute to raise an objection. If there are no objections within the prescribed period, the process can proceed.”²²

A community member similarly emphasized the importance of public recognition in customary land transactions:

“For the community, what matters is not only the document but also whether people know that the land may legitimately be sold and that no one has an objection. Once the transaction has been known and approved through the customary process, the community feels that the transaction is more secure.”²³

These interview findings demonstrate that the 21-day announcement is not merely an administrative formality. It represents a mechanism of transparency, participation, and social accountability. Community members are positioned as

²¹ In-depth interview with Informant D1, Damang Kepala Adat, Central Kalimantan, 2026.

²² In-depth interview with Informant M2, Member of Kerapatan Mantir Perdamaian Adat, Central Kalimantan, 2026.

²³ In-depth interview with Informant C1, Community Member, Central Kalimantan, 2026.

participants in verifying the legitimacy of the transaction rather than merely as passive observers. The procedure also creates an opportunity to identify potential disputes before the transaction receives final customary recognition. Taken together, the findings show that the customary land transaction mechanism consists of interconnected procedures involving deliberation, verification of ownership, mapping, documentation, public announcement, and customary recognition. The mechanism reflects the continuing role of customary institutions in regulating land transactions while simultaneously demonstrating their capacity to adapt to contemporary requirements for transparency and legal certainty. A Damang Kepala Adat further explained:

“We continue to uphold customary rules, but their implementation must also respond to present circumstances. What must not be lost is deliberation, community consent, and respect for the rights of indigenous people. Administrative procedures and documentation may develop, but customary values remain the foundation.”²⁴

This finding confirms that Dayak customary law functions as a living and adaptive legal system. Its legitimacy derives not only from its historical continuity but also from its ability to respond to contemporary social and legal circumstances. The procedures for deliberation, verification, documentation, and public participation provide layers of social control intended to protect customary land rights and prevent unilateral transactions that may harm other customary rights holders.

The empirical findings therefore demonstrate that customary land transactions among the Dayak community are governed by a combination of individual agreement, communal consent, customary authority, and administrative documentation. This mechanism provides an important empirical basis for examining the interaction between Dayak customary law and *fiqh muamalah*. In particular, the principles of mutual consent (*taradhi*), justice (*‘adl*), contractual validity (*bay‘*), transparency, and protection of rights can be examined in relation to the customary principles of deliberation, communal recognition, and social responsibility. The interaction between these normative systems illustrates how customary and Islamic values may operate simultaneously in the practical governance of land transactions.

²⁴ In-depth interview with Informant D2, Damang Kepala Adat, Central Kalimantan, 2026.

The Dayak people in Central Kalimantan have a customary legal system that has been formally regulated through Central Kalimantan Provincial Regulation Number 16 of 2008 concerning Dayak Customary Institutions and Central Kalimantan Governor Regulation Number 13 of 2009 concerning Guidelines for the Implementation of Regional Regulation No. 16 of 2008. These two regulations provide the legal basis for customary land governance, including procedures for buying and selling, inheritance, and dispute resolution. Thus, Dayak customary law is not only a social norm that lives within the community, but has also obtained the legitimacy of positive regional law.

2. Principles of Islamic Fiqh and the Compilation of Islamic Economic Law (KHES)

From the perspective of Islamic law, buying and selling (*al-bay'*) is one of the most basic forms of *muamalah* contracts and is permissible according to sharia as long as it fulfills the pillars and conditions set by sharia. The pillars of buying and selling include the contract actor (*'aqid*), the object being traded (*ma'qud 'alayh*), the sighat of the contract (*ijab-qabul*), and the exchange value (*tsaman*).²⁵ Meanwhile, the legal conditions for buying and selling emphasize clarity of the object, the willingness of both parties (*taradhi*), and the absence of elements of *gharar* (uncertainty), usury and fraud (*tadlis*).²⁶ These principles were then formulated systematically in the Compilation of Sharia Economic Law (KHES) which was ratified through the Decree of the Chief Justice of the Republic of Indonesia Number 123/KMA/SK/XI/2008 as a reference in resolving sharia economic disputes in Indonesia.²⁷

One of the main principles of KHES is *huriyyatul 'aqad*, or freedom of contract. This principle affirms that every individual or group has the right to enter into contracts according to local needs and customs, as long as they do not conflict with sharia provisions and do not contain elements of harm. Thus, the principle of freedom of contract creates flexibility in Islamic law to adapt to diverse socio-cultural contexts,

²⁵ Ihsan Helmi Lubis, "The Pillars And Conditions Of A Contract In Muamalat Transactions," *Mu'amalah: Jurnal Hukum Ekonomi Syariah* 2, no. 1 (2023): 15–32.

²⁶ M A Khudori, Kumedi Ja'far, and Abd Qohar, "Tinjauan Hukum Ekonomi Syariah Terhadap Praktik Jual Beli Pasir Berdasarkan Takaran Di Kabupaten Lampung Selatan," *Indonesian Journal of Sharia Economic Law (IJSELAW)* 2, no. 1 (2025): 19–37.

²⁷ Kudrat Abdillah and Yenny Susilawati, "Sejarah Kodifikasi Hukum Ekonomi Syariah Di Indonesia," *Al-Huquq: Journal of Indonesian Islamic Economic Law* 2, no. 1 (2020): 114–32.

including within indigenous communities.²⁸ In the context of the sale and purchase of Dayak customary land in Central Kalimantan, the principle of *hurriyyatul ‘aqd* allows the form and mechanism of the contract to adapt to customary practices, including customary deliberation, oath rituals, and ratification by traditional leaders, as long as the substance of the contract remains consistent with the principles of justice, clarity, and the genuine willingness of the parties. This finding is supported by the results of in-depth interviews with customary leaders, who explained that land transactions within the Dayak community are not considered sufficiently legitimate merely because the seller and buyer have reached a private agreement. Rather, the agreement must be communicated through customary deliberation and acknowledged by the relevant customary authorities. As one *Damang Kepala Adat* explained:

*“The agreement between the seller and buyer is important, but for customary land it is not enough. The transaction must be discussed with the customary institution so that the history of the land, its boundaries, and the rights of other family or community members can be verified. Once there is agreement and no objection, the customary leader confirms the transaction according to the customary procedure.”*²⁹

This empirical finding demonstrates that the adaptation of contractual form within customary practice does not eliminate the fundamental requirements of an Islamic contract. Instead, customary deliberation functions as an institutional mechanism through which the principles of mutual consent (*taradhi*), clarity, and justice are operationalized. The involvement of customary leaders also provides an additional layer of social accountability by ensuring that the transaction does not disregard the rights of other customary landholders. Thus, *hurriyyatul ‘aqd* does not imply unrestricted contractual freedom; rather, it permits the parties to determine the form and mechanism of their agreement according to their social and cultural context, provided that the agreement does not contain elements that violate Islamic legal principles. The integration between customary practice and *fiqh muamalah* is further reflected in the customary requirement for deliberation and public recognition before a land transaction is finalized. A member of the *Kerapatan Mantir Perdamaian Adat* stated:

²⁸ Fadhilah Khunaini, “Relevansi Hukum Islam Dalam Dinamika Kontemporer: Analisis Kontekstual Terhadap Prinsip Maqashid Al-Shariah,” *Jurnal Pemikiran Dan Ilmu Keislaman* 7, no. 1 (2024): 38–54.

²⁹ In-depth interview with Informant D1, Damang Kepala Adat, Central Kalimantan, 2026.

“In customary land transactions, we do not only look at whether the seller and buyer agree. We also need to make sure that the community knows about the transaction and that there is no other person or family who has a claim. The purpose is to prevent disputes and ensure that the transaction is accepted by everyone concerned.”³⁰

From the perspective of *fiqh muamalah*, this practice can be understood as an empirical manifestation of the principle of *taradhi*, because the validity of the transaction is associated with genuine consent rather than coercion or unilateral action. At the same time, the customary verification process strengthens the principle of justice (‘*adl*’) by seeking to ensure that the transaction does not infringe upon the rights of other parties. The requirement for clarity regarding ownership, boundaries, and the status of the land also corresponds with the Islamic prohibition of excessive uncertainty (*gharar*) in contractual transactions. Accordingly, the findings suggest that *hurriyyatul ‘aqd* provides a normative space for the Dayak customary community to maintain its distinctive contractual procedures while incorporating Islamic requirements into the substance of the transaction. Customary deliberation, the involvement of traditional leaders, and community recognition represent the local institutional form, while mutual consent, justice, clarity, and the lawful status of the object constitute the substantive values that ensure the transaction remains compatible with *fiqh muamalah*. The interaction of these factors demonstrates that the integration of Islamic jurisprudence and Dayak customary law occurs not through the replacement of one legal system by another, but through the contextual adaptation of contractual practices within a pluralistic socio-legal environment.

Apart from that, KHES also emphasizes the requirements of legal proficiency (*ahliyyah al-‘ada’*) and clarity of the contract (*bayân*) as fundamental elements of valid transactions. The parties to the contract must have the ability to act legally, that is, they have reached puberty, are of sound mind, and act of their own free will without coercion (*ikrah*).³¹ Clarity of the contract (*bayân*) includes the identities of the parties, the object being traded, the transaction value, and the boundaries and conditions of ownership. This provision aims to avoid *gharar* (uncertainty) and *ikhtilaf* (disputes)

³⁰ In-depth interview with Informant M1, Member of Kerapatan Mantir Perdamaian Adat, Central Kalimantan, 2026.

³¹ M Abdulahanaa, *Subjek Hukum Dalam Kajian Fikih Muamalah Dan Hukum Positif* (Yogyakarta: Lintas Nalar, 2021).

that often arise in poorly documented land transactions.³² In the practice of buying and selling Dayak customary land, this principle is relevant because transactions are often carried out verbally and are based on social trust, so legal clarity is needed so that transactions can be recognized both according to custom and according to sharia.

Another principle that is no less important in KHES is *al-'adl* (justice) and *taradhi* (mutual consent).³³ KHES emphasizes that justice is a fundamental value that underlies every contract, both in its formation, implementation, and legal consequences. Justice here encompasses not only a balance of exchange between the seller and the buyer, but also social justice and protection for the weaker party. The principle of *taradhi* (agreement) demands sincere consent without pressure, coercion, or manipulation of information by either party.³⁴ In the context of the Dayak indigenous community, the values of *taradhi* and *al-'adl* are often realized through customary deliberation mechanisms (customary peace meetings) and oaths of honesty before transactions are authorized. Thus, these values demonstrate a meeting point between Dayak customary law, which is based on communal morals, and muamalah jurisprudence, which is based on religious morals.

Furthermore, KHES also accommodates the principle of *al-'urf al-sahih* (lawful custom according to sharia), namely that customs that do not conflict with Islamic law can be used as a basis for legal considerations. This principle strengthens the position of customary law in the Islamic legal system, as the Islamic jurisprudence principle states, "*Al-'ādah muhakkamah*" (custom can be used as a legal basis).³⁵ In this context, the practice of buying and selling customary land, regulated through deliberation, ratification by the Damang, and public announcement for 21 days, constitutes a legitimate form of 'urf because it embodies the values of justice, openness, and social welfare. Thus, the integration of KHES and customary law is not a formal compromise, but rather an actualization of sharia values rooted in the social realities of the community.

³² Muhammad Izzam Affero and Imron Mustofa, "Dinamika Konsep Gharar Dalam Transaksi Keuangan Perspektif Ulama Fikih Klasik," *Ma'mal: Jurnal Laboratorium Syariah Dan Hukum* 5, no. 5 (2024): 477–97.

³³ Aris Munandar and Ahmad Hasan Ridwan, "Keadilan Sebagai Prinsip Dalam Ekonomi Syariah Serta Aplikasinya Pada Mudharabah," *Maqdis: Jurnal Kajian Ekonomi Islam* 7, no. 1 (2022): 89–102.

³⁴ Abdul Mughits, "Penerapan Prinsip At-Taradi Dalam Akad-Akad Muamalat," *Aplikasia: Jurnal Aplikasi Ilmu-Ilmu Agama* 17, no. 1 (2017): 49–61.

³⁵ Ahwan Fanani, "Akar, Posisi, Dan Aplikasi Adat Dalam Hukum," *Ijtihad: Jurnal Wacana Hukum Islam Dan Kemanusiaan* 14 2014, no. 2 (n.d.): 231–50.

The principles of Islamic jurisprudence (*fiqh*) in the KHES can thus be used as an analytical tool to assess the validity of Dayak customary land sales according to Islamic law. The customary deliberation reflects mutual consent (*taradhi*), the issuance of the SKT by the Damang demonstrates clarity of the object of the transaction (*bayyinah*), and the 21-day public announcement illustrates the application of the principles of transparency and social justice (*al-'adl*). This entire process demonstrates the alignment of customary law and Islamic law in ensuring justice, honesty, and legal certainty for the parties. Thus, the application of Islamic jurisprudence (*fiqh*) principles in the context of Dayak customary law demonstrates Islamic law's high flexibility and integrative capacity for local wisdom. This integration aligns with the spirit of the KHES (Islamic Law Enforcement) as a codification of Islamic economic law that is contextual, participatory, and oriented toward the common good (*maslahah 'ammah*). It not only bridges the gap between sharia and customary norms but also strengthens the position of indigenous communities within the national legal system through a just and socially just approach.

3. Integration of Sharia-Customary Law in Land Purchase Practices of the Dayak Community of Central Kalimantan

The integration of sharia principles as formulated in the Compilation of Sharia Economic Law (KHES) with the customary legal norms of the Dayak people of Central Kalimantan constitutes a concrete manifestation of legal pluralism in Indonesia. The findings indicate that these two normative systems do not operate dichotomously but interact within the same social space and occupy complementary normative functions. The resulting land sale and purchase mechanism is expected to be religiously valid according to sharia, socially legitimate according to customary law, and administratively recognizable within the framework of positive law. This integration demonstrates the flexibility and adaptability of Islamic law in responding to local values without abandoning its fundamental principles, while Dayak customary law continues to function within a framework that is increasingly connected to religious morality and state law.

The first point of convergence is the principle of freedom of contract (*hurriyyatul 'aqad*) in Islamic jurisprudence and communal deliberation in Dayak customary law. In *fiqh muamalah*, parties are generally free to determine the content, form, and

mechanism of a contract provided that the agreement does not violate sharia principles, contain prohibited elements, or cause harm to other parties. In the Dayak customary system, however, land transactions are not treated exclusively as private agreements between two individuals. They are commonly discussed through extended-family deliberation and the *Kerapatan Mantir Perdamaian Adat* forum, involving customary leaders and relevant members of the community. This relationship was confirmed by an interview with a *Damang Kepala Adat*, who explained:

*“The seller and buyer may agree on the land and the price, but customary land cannot be transferred based only on their personal agreement. It must first be discussed with the customary institution and, when necessary, with the family concerned. The purpose is to make sure that the land really belongs to the person who wants to sell it and that the transaction does not create problems for other family members or the customary community.”*³⁶

The statement indicates that customary deliberation does not necessarily restrict the contractual freedom of the parties. Instead, it provides a social framework within which that freedom is exercised responsibly. The seller and buyer remain free to negotiate the transaction, but such freedom is accompanied by an obligation to respect communal rights and customary procedures. A member of the *Kerapatan Mantir Perdamaian Adat* similarly stated:

*“We do not determine the transaction for the seller and buyer. They decide whether they want to sell and buy, including the agreement between them. Our role is to ensure that the agreement does not violate customary rights and that no other person is harmed by the transaction.”*³⁷

Empirically, therefore, *hurriyyatul 'aqad* is contextualized through communal consensus. The integration produces a form of collective contractual legitimacy in which the agreement remains binding between the seller and buyer while simultaneously receiving social and moral recognition from the customary community. This demonstrates that contractual freedom in the Dayak context is not understood as absolute individual autonomy but as freedom exercised within a framework of social responsibility. The second point of integration concerns the capacity of the parties and the clarity of the contractual object. KHES requires parties to possess legal capacity and requires the object of the transaction to be sufficiently

³⁶ In-depth interview with Informant D1, Damang Kepala Adat, Central Kalimantan, 2026.

³⁷ In-depth interview with Informant M1, Member of Kerapatan Mantir Perdamaian Adat, Central Kalimantan, 2026.

clear, thereby preventing uncertainty (*gharar*) and potential injustice. In the Dayak customary system, the clarity of the object is established through physical verification, identification of land boundaries, documentation, and the issuance of a Land Certificate (*Surat Keterangan Tanah/SKT*) by the *Damang Kepala Adat*. A 21-day public announcement also provides an opportunity for other parties to raise objections if they believe that the land is subject to overlapping ownership or customary claims. The importance of these procedures was confirmed by the *Damang*:

*“Before the document is issued, the land has to be checked in the field. We look at the boundaries and ask about the history of the land. If there is a family or another person who says that they have rights over it, that issue has to be clarified first. The land should not be sold while its ownership or boundaries are still unclear.”*³⁸

A member of the customary institution further explained the function of the public announcement:

*“The announcement is important because sometimes the customary leaders may not know everything about the history of a particular piece of land. By announcing it to the community, people have an opportunity to speak if they know that the land belongs to another family or that there is a boundary problem.”*³⁹

These findings demonstrate that customary verification performs a function that is substantively compatible with the Islamic requirement for clarity and evidentiary certainty. The physical verification, boundary determination, documentation, and public announcement collectively reduce uncertainty concerning the object of the transaction. In this sense, the customary procedure strengthens the practical application of the principles of *bayān* and evidentiary certainty while simultaneously reducing the possibility of *gharar*. The integration is therefore not merely symbolic; customary procedures provide concrete institutional mechanisms through which sharia values concerning certainty and transparency can be implemented in practice. The third principle concerns justice and the common good (*al-'adl wa al-maslahah*). In *fiqh muamalah*, transactions should be conducted fairly and should avoid fraud, excessive uncertainty, exploitation, and harm. Justice requires an appropriate balance between the rights and obligations of the contracting parties. Within Dayak customary law,

³⁸ In-depth interview with Informant D2, Damang Kepala Adat, Central Kalimantan, 2026.

³⁹ In-depth interview with Informant M2, Member of Kerapatan Mantir Perdamaian Adat, Central Kalimantan, 2026.

justice has a strongly communal dimension. It involves recognition of family and customary rights over land and protection of the wider community from transactions that could undermine collective interests. A customary leader explained this principle in practical terms:

“Land is not only about the person who currently controls it. There may be family rights and customary rights that have to be considered. We have to make sure that someone who wants to sell the land does not simply take away the rights of other people. The customary process is intended to protect everyone who has a legitimate connection to the land.”⁴⁰

This perspective was also reflected by a community member:

“The community wants the seller to receive his rights and the buyer to receive the land that he has purchased, but at the same time the transaction should not cause the family or community to lose their customary rights. That is why the customary process is considered important.”⁴¹

The interview findings demonstrate that justice in customary land transactions is understood simultaneously at the individual and communal levels. From the perspective of *fiqh muamalah*, this corresponds with the principle of *al-'adl*, which requires fairness in contractual relationships and prohibits harm. From the perspective of Dayak customary law, justice is expressed through the protection of collective rights and the maintenance of social harmony. The integration of these principles consequently produces a concept of collective benefit (*maslahah*) in which the economic interests of the seller and buyer are balanced against the rights of the customary community.

The interaction of these principles produces a three-layered legitimacy structure in customary land transactions. First, the transaction must satisfy sharia requirements, including the essential elements and conditions of sale and purchase, mutual consent, clarity of the object, and avoidance of prohibited elements. Second, it must obtain customary recognition through deliberation, verification, and approval by the relevant customary institutions. Third, it must be compatible with the formal legal and administrative framework governing land rights. An interview with a religious leader further illustrates the relationship between these normative dimensions:

“From the Islamic perspective, what is important is that the parties agree willingly, the object being sold is clear, and there is no deception or injustice.”

⁴⁰ In-depth interview with Informant D1, Damang Kepala Adat, Central Kalimantan, 2026.

⁴¹ In-depth interview with Informant C1, Community Member, Central Kalimantan, 2026.

If the customary procedure requires deliberation and confirmation by the customary leaders, that does not conflict with Islam as long as the procedure helps ensure consent, clarity, and justice.”⁴²

The statement provides an important bridge between the religious and customary dimensions of the transaction. Customary procedures are not viewed as replacing the requirements of Islamic law but as institutional mechanisms that can support the realization of those requirements. Deliberation can reinforce mutual consent, land verification can strengthen clarity of the contractual object, and customary approval can help prevent injustice and disputes. Consequently, customary practices can function as contextual instruments for realizing substantive sharia values. The integration of these three dimensions can therefore be conceptualized as a process of complementary legal interaction. Sharia provides the normative and ethical requirements governing the validity and morality of the transaction; customary law provides the communal procedures through which those values are operationalized in the local context; and positive law provides a broader framework of administrative and legal recognition. This interaction corresponds to the concept of legal pluralism, in which multiple normative orders coexist and influence social behavior within the same community.

Thus, the integration model identified in this study is not merely a normative compromise between Islamic law and Dayak customary law. Rather, it represents an empirical synthesis in which Islamic principles, customary institutions, and state legal mechanisms mutually reinforce one another. The principle of *'urf al-sahih* provides an important Islamic legal basis for recognizing customary practices that do not contradict sharia, while the principle of *maqāṣid al-syarī'ah*, particularly *hifẓ al-māl* (protection of property) and *hifẓ al-'ird* (protection of dignity and honor), provides a broader ethical orientation for protecting individual and communal interests. The findings therefore demonstrate that the sale and purchase of customary land among the Dayak community can be understood as a practical expression of Indonesian legal pluralism. Islamic law does not necessarily have to displace customary law, nor does customary law have to operate outside the framework of religious and state norms. Instead, the three normative systems can interact through contractual freedom, communal

⁴² In-depth interview with Informant R1, Religious Leader, Central Kalimantan, 2026.

deliberation, land verification, public participation, protection of rights, and legal recognition. This integrated model illustrates how Islamic law can be contextualized within local culture while maintaining its substantive principles, and how customary law can remain socially meaningful while adapting to religious morality and contemporary legal requirements.

Table 1. Harmonious Integration of Sharia Principles and Dayak Customary Principles in Customary Land Sale and Purchase Transactions

Sharia Principles (KHES)	Dayak Customary Principles	Harmonious Integration
Freedom of contract (<i>huriyyatul 'aqad'</i>): The parties are free to determine the content and form of the contract as long as it does not conflict with sharia and social norms.	Customary deliberation and communal consensus: Land transaction decisions are usually made through the Customary Mantir Peace Council forum and the approval of the extended family.	Sale and purchase agreement with collective awareness: The agreement is not only legally binding on the parties, but is also morally recognized by the community.
Capacity of parties & clarity of object of contract: The parties must have legal capacity, and the object and price of the transaction must be clear.	Physical verification, issuance of SKT, and announcement: Land is measured, boundaries are determined, announced for 21 days to provide an opportunity for objections.	Objectivity and legality of the contract: Combining the clarity of the sharia contract with formal customary procedures, so that it is legally valid and can be recognized by the state.
Fairness in transactions: Avoiding elements of fraud, ambiguity, and injustice.	Recognition of tribal/family rights & community protection: Ensure that customary land is not transferred to the detriment of the community.	Collective interests and individual rights are fulfilled: Transactions protect the personal interests of sellers and buyers while maintaining communal rights.

D. CONCLUSION

This research shows that land buying and selling practices in the Dayak community of Central Kalimantan reflect the living and dynamic reality of legal pluralism. On the one hand, Dayak customary law emphasizes the importance of social legitimacy through deliberation, communal agreement, and verification by the Damang (Customary Leader). On the other hand, the principles of *muamalah* jurisprudence and the provisions of the Compilation of Sharia Economic Law (KHES) provide a normative framework that guarantees justice, clarity of contracts, and freedom of transactions within the framework of sharia. The integration of these two legal systems has given rise to a collective contract

model based on communal morality, where agreements are not only legally binding between the seller and buyer but also socially and morally recognized by the customary community. Customary procedures such as a 21-day public announcement, the issuance of a Land Certificate (SKT), and moral sanctions for violations serve to reinforce the sharia principles of clarity (*bayān*) and the prohibition of *gharar*. Thus, customary law serves as a social mechanism that supports the principles of justice and honesty in *muamalah* transactions.

These findings demonstrate that Islamic law possesses epistemological flexibility that allows for adaptation to local contexts without losing its normative substance. The principle of *'urf sahih* (lawful custom according to sharia) serves as the theological basis for the acceptance of local values as long as they do not conflict with monotheism, justice, and the common good. In the context of the Dayak people of Central Kalimantan, this integration not only bridges individual and collective interests but also strengthens the *maqāsid al-syarī'ah*, especially protection of property (*hifẓal-mal*) and social honor (*hifẓal-'ird*). Thus, the practice of integrating Sharia and customary law in land sales is not simply a compromise between two legal systems, but rather a form of contextual and participatory Islamic legal practice rooted in local wisdom. He emphasized the relevance of customary law within the national legal framework and demonstrated that the application of Islamic law in Indonesia will only be meaningful if it is incorporated into the social reality of society. This type of integration model has the potential to become a role model for the development of locality-based Islamic economic law in other regions, particularly those that still strongly maintain their customary structures. Therefore, the state needs to provide recognition and regulatory support for this integrative mechanism so that legal pluralism is not only recognized normatively but also substantively implemented in national agrarian and land policies.

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