



The Practice of Agricultural Land Pledging Based on PERPU No. 56/1960: A Case Study of West Sakra, East Lombok

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Abstract

This study aims to analyze: (1) the implementation of agricultural land pawning based on Article 7 of Government Regulation in Lieu of Law (PERPU) Number 56 of 1960 in West Sakra District, East Lombok Regency; and (2) the factors influencing the effectiveness of these provisions in community practice. This research is motivated by the fact that agricultural land pawning is still practiced according to customary law (*adat*), disregarding the 7 (seven) year time limit stipulated in Article 7 of PERPU Number 56 of 1960. The research method employed is empirical legal research with a socio-legal approach. The methodology incorporates a statutory approach and a conceptual approach combined with field research. The results indicate that the implementation of Article 7 of PERPU Number 56 of 1960 in West Sakra District has not been effective. Normatively, the provision aims to protect small-scale farmers from losing control over their land for an extended period. However, sociologically, the community adheres more closely to customary law, which follows the principle of "money returned, land returned" (*uang kembali, tanah kembali*) without a specific time limit. Factors hindering the effectiveness of the provision include low legal knowledge and awareness among the public, the dominance of customary law and local traditions, economic pressures faced by farmers, and the strong social and familial bonds between the parties involved. This study demonstrates that the validity of a legal norm is determined not only by juridical aspects but also by the social, economic, and cultural legal conditions of the community.

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1. Introduction

Indonesia is renowned as a nation rich in natural resources. This natural wealth must be preserved and managed for the benefit of the people. For the Republic of Indonesia, where the social and economic structure is predominantly agrarian the function of land, water, space, and the resources contained therein is vital as a primary instrument for development toward a just and prosperous society. Land has evolved into a symbol of wealth and power; sociologically, extensive land ownership grants an individual a certain status within the community. Given the importance of immovable property, the state regulates land allocation and utilization. The Indonesian Constitution grants this authority to the State as the highest organization of power, as articulated in Article 33 Paragraph (3) of the 1945 Constitution, which mandates: "The earth, water, and natural resources contained therein shall be controlled by the State and utilized for the greatest prosperity of the people."

The 1945 Constitution, specifically Article 33 Paragraph (3), served as the foundation for the birth of Law No. 5 of 1960 concerning Basic Regulations on Agrarian Principles (UUPA), enacted on September 24, 1960, under State Gazette Number

104 of 1960.^[1] The enactment of the UUPA marked a fundamental shift in Indonesian Agrarian Law. The UUPA is a new national agrarian law that applies to all Indonesian people and the entire territory of the Republic of Indonesia (unification), replacing the old agrarian laws produced by the Dutch colonial government.^[2] The UUPA adheres to the principle of the State's Right to Control, which empowers the State as the highest organization of power of the Indonesian people to regulate and manage the allocation, use, supply, and maintenance of land, water, and space. This includes governing the legal relationships and legal actions between individuals and the land to achieve the greatest prosperity for the people.^[3]

Law No. 5 of 1960 serves as a guideline for land oversight and regulation after 15 years of Indonesian independence, effectively abolishing the pluralism of land regulations in Indonesia. This Law takes its spirit from Customary Law (*Hukum Adat*), which is deeply rooted in Indonesian society and represents an ancestral spirit that is difficult to erase or transfer.^[4] Within the UUPA, the Government established a new policy regarding the issue of land pawning. In Article 16 Paragraph (1) Point h and Article 53 Paragraph (1), it is stipulated that the right of pawn (*hak gadai*) is temporary, meaning it is intended to be phased out in the future.^[5] Article 53 Paragraph (1) states:

"Temporary rights as referred to in Article 16 Paragraph (1) letter h, namely the right of pawn, production-sharing rights, the right of occupancy, and the lease of agricultural land, shall be regulated to limit characteristics that conflict with this Law, and these rights shall be abolished within a short period."^[6]

Historically, the UUPA could not immediately coordinate all forms of land tenure due to large-scale land accumulation by wealthy families. This urgent situation prompted the government to issue regulations limiting land ownership to prevent social inequality between capitalists and ordinary farmers. Agrarian Reform is considered the best idea born in Indonesia to overcome poverty and injustice. It is a government policy for sustainable, democratic, and equitable development in the agricultural sector. The term "agrarian reform" is defined as the restructuring (renewal) of ownership, control, and utilization of land for the benefit of small farmers and landless laborers. The term Landreform is used to refer to programs concerning land redistribution to rearrange unequal land ownership structures. Landreform policies signify the abolition of all foreign rights and colonial concessions over land, the gradual end of feudal exploitation, and the strengthening of land ownership for all Indonesian people.^[7]

To realize the provisions of Article 17 of the UUPA regarding maximum and minimum land areas and to address the critical issues in the agricultural sector at that time, a follow-up regulation was issued: Government Regulation in Lieu of Law (PERPU) Number 56 of 1960. This regulation generally

discusses land ownership limits to ensure equitable distribution. Regarding the abolition of pawning rights, as a manifestation of Article 16 Point (h) and Article 53 of the UUPA, Article 7 Paragraph (1) of PERPU No. 56/1960 states:

"Anyone controlling agricultural land under a pawning right that has lasted for 7 (seven) years or more at the time this regulation takes effect, must return the land to its owner within one month after the harvest, without the right to demand any ransom payment."

Legally, the provision above has invalidated the land pawning system practiced in regions adhering to customary law. However, in reality, the phenomenon evolving in society today shows that customary land pawning still occurs. This practice often favors those with strong capital; due to urgent financial needs, farmers pawn their land and become tied to "loan sharks" who act as moneylenders.^[8]

Customary law views land pawning as a right of enjoyment (*kenikmatan*) that occurs not because of a loan agreement, but as a legal relationship. The pawnee has the right to harvest the produce of the land, which serves as "interest" for the money provided. The redemption of the land depends on the financial ability of the pawner. Many pawning practices based on custom last for years, decades, or are even continued by the heirs of the original parties.^[9] In practice, farmers in West Sakra District, East Lombok Regency, conduct land pawning based on ancestral customs—often through oral transactions based on trust and kinship without a specific time limit for redemption. This clearly contradicts the rules set by the government. Therefore, the researcher is interested in conducting a study titled: "A Juridical Analysis of the Implementation of Land Pawning Under PERPU Number 56 of 1960 (A Study in West Sakra District, East Lombok Regency)."

2. Research Methodology

Legal research is a scientific activity based on specific methods, systematics, and reasoning aimed at studying one or more legal phenomena through analysis. The type of research employed in this study is empirical legal research. Empirical legal research examines the effectiveness of law within society, utilizing field data as the primary source, such as interviews and observations. It is used to analyze law as patterned social behavior within the context of community life.^[10] This research examines and analyzes the implementation of agricultural land pawning following the enactment of Government Regulation in Lieu of Law (PERPU) Number 56 of 1960 by collecting and tracing information through field studies in West Sakra District, East Lombok Regency.

Legal research involves several approaches. In this study, the author employs three specific approaches:

1. **Statutory Approach:** An approach conducted by reviewing relevant laws and regulations related to the

¹ Muchsin, *Hukum Agraria Indonesia Dalam Perspektif Sejarah*, Refika Aditama, Bandung, 2014, p. 30.

² Suparman Usman, *Hukum Agraria di Indonesia; Pengantar Bagian Hukum Tanah*, Fakultas Hukum UNTIRTA, Banten, 2008, p. 29.

³ Muhammad Ilham Arisaputra, *Reforma Agraria Di Indonesia*, Sinar Grafika, Jakarta, 2015, p. 57.

⁴ Dede Mulyati, *Eksistensi Regulasi Pengembalian Hak Gadai Pada Pasal 7 Ayat (1) Perpu Nomor 56 Tahun 1960*, p. 3.

⁵ Dewi Wulansari, *Hukum Adat Indonesia*, PT. Refika Aditama, Bandung, 2010, p. 91.

⁶ UU RI No. 5 Tahun 1960 Tentang Peraturan Dasar Pokok-pokok Agraria.

⁷ Loc. Cit. Dede Mulyati, p. 4.

⁸ Supriadi, *Op. Cit.* p. 215.

⁹ Rachmadi, *Hukum Jaminan Keperdataan*, Sinar Grafika, Jakarta, 2011, p. 103.

¹⁰ Bambang Sugono, *Metode Penelitian Hukum*, PT Raja Grafindo Persada, Jakarta, 2013, p. 43.

issues under study.

2. **Conceptual Approach:** An approach conducted by studying literature and references that provide a theoretical basis for the research problems.
3. **Socio-Legal Approach:** An approach oriented toward problems arising within society and the processes involved in their resolution.

To obtain the necessary data, the author utilized the following methods:

- **Library Data:** Gathered by collecting information from various books, scientific literature, and laws and regulations relevant to this issue.
- **Field Data:** Collected through direct interview techniques with respondents. The interviewer presented structured questions designed to obtain answers relevant to the research problems. The respondents consist of parties involved in land pawning agreements in the West Sakra District, East Lombok Regency. While there are 18 villages in West Sakra District, this research focuses on three specific villages: Pengkelak Mas, Gadung Mas, and Bungtiang, with five respondents selected from each village. The respondents were determined using a purposive sampling technique.

The legal materials and data collected were subsequently analyzed using qualitative descriptive analysis. This involves describing and examining library and field data through precise and systematic statements or narratives. The analysis employs a deductive method, moving from general legal principles toward specific conclusions regarding the issues studied.

3. Discussion

3.1. Implementation of Agricultural Land Pawning Based on Article 7 of PERPU Number 56 of 1960 in West Sakra District, East Lombok Regency

Land is a unique and finite resource, inherently possessing high economic value. Whoever controls the land also controls significant capital potential. Beyond being an ancestral necessity, land holds strategic value in supporting human life, serving as both a source of livelihood and a symbol of social status.^[11]

Human existence is inseparable from the land, as it serves as the primary source of life for both habitation and production. In social life, land ownership indicates an individual's social standing; the more land one possesses, the higher their social status within the community.

Land tenure in society can be acquired through various means, one of which is the pawning of agricultural land (*gadai tanah pertanian*). The right of pawn over agricultural land has long been recognized and utilized by communities based on customary law and local traditions. These practices persist today in East Lombok Regency, particularly in West Sakra District, specifically in the villages of Pengkelak Mas, Bungtiang, and Gedung Mas.^[12]

Based on an interview with the Head of Pengkelak Mas Village, Mr. Muhammad Rais, the following information was obtained:^[13]

"Sebagian belek masyarakat lek Desa Pengkelak Mas lamun gadai tanah masih nggunakang hukum adat, lan sanget kurang tao sak naran hukum gadai sak arak lek negara."

(Translation: "Most of the people in Pengkelak Mas Village still use customary law for land pawning and have very little knowledge of the legal provisions regarding pawning according to state law.")

This interview reveals that agricultural land pawning in Pengkelak Mas is generally based on ancestral customary law. The community places higher trust in customary mechanisms developed over generations than in the positive legal provisions regulated by national legislation.^[14]

Furthermore, the low level of public understanding regarding national pawning laws results in these practices being conducted informally—either through oral or simple written agreements—without involving authorized officials. Similarly, an interview with the Head of Bungtiang Village, Lalu Huzzaini, provided the following insight:^[15]

"Lek Desa Bungtiang niki, praktik gadai tanah niki biasane tetap ngikutin adat. Lamun sampun sepakat antarpihak, jarang pisan arak surat resmi. Biasanya cukup sebagai saksi tokoh masyarakat."

(Translation: "In Bungtiang Village, land pawning practices usually follow custom. Once an agreement is reached between parties, formal documents are rarely made. Usually, a community leader serving as a witness is sufficient.")

The Head of Gedung Mas Village, Mr. H. Sahwan, added:^[16] *"Masyarakat lek Gedung Mas masih nganggep gadai tanah niki sebagai solusi cepat lamun butuh duit. Tapi jarang niki arak sak ngerti aturan pemerintah soal batas waktu gadai."* (Translation: "The people in Gedung Mas Village still view land pawning as a quick solution when they need money. However, very few understand the government regulations regarding the time limits for pawning.")

From these three sample villages, it can be concluded that agricultural land pawning is dominated by customary law and local habits, while the understanding of positive law specifically the restrictions set in PERPU Number 56 of 1960, remains relatively low.

This lack of legal literacy leads to transactions based solely on mutual trust without written evidence possessing permanent legal force. This condition creates legal uncertainty, particularly for land owners, as disputes may arise regarding the duration of the pawn or the redemption mechanism.

In customary law, pawning is a legal relationship where a person receives a sum of money in exchange for land. As long as the "pawn money" is not returned, the land remains under the control of the pawnee (*pemegang gadai*). The redemption depends entirely on the will and financial capacity of the land owner. If the owner cannot repay the money, the land remains with the pawnee indefinitely. This often disadvantages the pawner (*pemberi gadai*), as they lose control over their

¹¹ Sutaryono, *Reforma Agraria dan Keadilan Sosial*, STPN Press, Yogyakarta, 2020, p. 45.

¹² Soerjono Soekanto, *Hukum Adat Indonesia*, (Jakarta: Rajawali Pers, 2012), p. 112.

¹³ Interview with Muhammad Rais, Head of Pengkelak Mas Village, in *Pengkelak Mas Village*, February 4, 2026.

¹⁴ Boedi Harsono, *Hukum Agraria Indonesia: Sejarah Pembentukan Undang-Undang Pokok Agraria, Isi dan Pelaksanaannya*, (Jakarta: Djambatan, 2008), p. 389.

¹⁵ Interview with Lalu Huzzaini, Head of Bungtiang Village, in *Bungtiang Village*, February 4, 2026.

¹⁶ Interview with H. Sahwan, Head of Gedung Mas Village, in *Gedung Mas Village*, March 4, 2026.

productive asset for an unspecified period.

In contrast, national law strictly regulates agricultural land pawning in Article 7 of PERPU Number 56 of 1960, which stipulates:

Article 7

(1) Anyone controlling agricultural land under a pawning right that has lasted for 7 years or more at the time this Regulation takes effect must return the land to its owner within one month after the harvest, without the right to demand any ransom payment.

(2) Regarding pawning rights that have lasted less than 7 years, the owner has the right to request the land back at any time after the harvest by paying a ransom calculated using the formula:

$$\text{Ransom} = \frac{(7 + 0.5) - \text{Duration of Pawn}}{7} \times \text{Initial Pawn Money}$$

With the provision that once the pawning right reaches 7 years, the pawnee must return the land without any ransom payment within one month after the harvest.

These provisions on time limits and ransom calculations are designed to protect land owners from losing control of their land for too long. According to Paragraph (1), if a pawn has lasted seven years, the land must be returned for free, as the seven-year period of utilization is considered sufficient compensation to offset the initial money provided by the pawnee.

Furthermore, according to Paragraph (2), if the pawning right has not reached seven years at the time the regulation takes effect, the landowner retains the right to reclaim their land at any time after the harvest. However, in this case, the landowner is obligated to pay a ransom to the pawnee. The amount of this ransom is not equal to the original pawn money; instead, it is calculated using a specific formula that accounts for the duration of the pawn. The longer the pawning right has lasted, the smaller the ransom amount to be paid by the landowner. Additionally, once the pawning period reaches seven years, the pawnee is mandated to return the land without any ransom payment within one month after harvest.

The calculation for the redemption of the pawned land, based on the duration of the pawn and the initial amount, is as follows:

Ransom Formula

Analysis Example:

$$\text{Uang tebusan} - \frac{7 + \frac{1}{2} - \text{waktu berlangsungnya hak gadai}}{7} \times \text{uang gadai}$$

Suppose:

- Initial Pawn Money: Rp7,000,000
- Duration of Pawn: 3 years

Calculation:

$$\begin{aligned} & \frac{(7,5)-3}{7} \times 7.000.000 \\ & \frac{4,5}{7} \times 7.000.000 \\ & = \text{Rp } 4.500.000 \end{aligned}$$

Paragraph (3) further emphasizes that the provisions contained in Paragraph (2) also apply to pawning rights established after this regulation came into effect. Consequently, the seven-year time limit and the ransom calculation serve as the general guidelines for the implementation of agricultural land pawning. These provisions aim to create a balance between the interests of the landowner and the pawnee, while preventing the prolonged control of agricultural land by the pawnee.

Based on the provisions above, a formal juridical time limit has been established for the control of agricultural land through pawning rights, which is a maximum of seven years. Once this period is exceeded, the pawnee is legally obligated to return the land to the owner without the right to demand a ransom payment. Even for pawning rights that have not yet reached seven years, the ransom amount is predetermined via a specific formula, ensuring it does not rely solely on the agreement of the involved parties. In reality, however, communities including those in West Sakra District, East Lombok Regency—continue to employ traditional methods passed down through generations.

Viewed through the lens of Legal Effectiveness Theory, the implementation of Article 7 of PERPU Number 56 of 1960 in West Sakra is used to examine why land pawning practices often diverge from normative rules that mandate the return of land without ransom after seven years. Legal inefficiency frequently arises due to a conflict between written regulations and the local legal culture, which steadfastly holds to the principle of "money returned, land returned" (*uang kembali, tanah kembali*). Consequently, the seven-year time limit is often perceived as morally unjust by the parties involved.

The analysis of legal effectiveness in West Sakra also highlights the extent to which social factors and law enforcement influence policy implementation. If the community is unaware (due to a lack of socialization) or deliberately ignores the prohibitions on agricultural land pawning that exceeds the time limit, the law remains merely a "dead letter" on paper. Enforcement by village officials or relevant agencies is crucial; without adequate supervision and the provision of proper dispute resolution mechanisms, traditional "under-the-table" pawning practices will persist. Thus, this theoretical framework reveals that the barriers to effectiveness in West Sakra are not merely juridical issues, but rather matters of legal awareness and the strength of local customs that outweigh the coercive power of the PERPU.

This aligns with the interview with the Head of Pengkelak Mas Village, Mr. Muhammad Rais, who stated: ^[17]

"The people in this village still use customary habits when conducting pawning. No one files a claim if the duration exceeds 7 years. In fact, many cases exceed 7 years, but because of custom, they can still redeem their land. This has been practiced for generations and the community relies on mutual trust."

From this statement, it is understood that agricultural land pawning practices in the community prioritize customary habits over national legal provisions. Although Article 7 of PERPU Number 56 of 1960 normatively limits the pawning period to a maximum of seven years, in practice, the community does not utilize this limit as a primary guideline. As long as social relations between parties remain harmonious and mutual trust exists, the pawnee's control of the land can last more than seven years without any demand

¹⁷ Interview with Muhammad Rais (noted as Ahmad Yani in source), Head of Pengkelak Mas Village, in Pengkelak Mas Village, February 4, 2026.

for return as stipulated by the regulations.

Consequently, within the rural society of West Sakra District, the implementation of Article 7 can sociologically be divided into two groups:

1. The group that adheres strictly to customary provisions and does not take issue with the seven-year time limit; and
2. The group that is beginning to understand the restrictions based on national law, although they have not yet applied them consistently.

This condition illustrates a discrepancy between normative law (*law in books*) and the living law, where local custom remains the primary reference in agricultural land pawning. Theoretically, this situation is consistent with the concept of living law within a socio-legal approach, which posits that effective law is not merely what is written in statutes, but what is actually lived and obeyed in social practice. In this context, customary law regarding land pawning functions as a social safety mechanism for rural communities facing urgent economic needs.

Furthermore, from a legal pluralism perspective, the practice of land pawning based on local habits demonstrates the coexistence of more than one legal system—state law and customary law. Customary law remains the primary guide because it is deemed more compatible with the values of communal justice and social solidarity inherent in rural societies.

According to Sulistyowati Irianto (2020), in Indonesian agrarian societies, the law that develops in social practice often reflects the real needs of the community more accurately than abstract formal laws. This leads communities to favor custom-based legal mechanisms in resolving economic issues, including agricultural land pawning.^[18]

4. Factors Influencing the Implementation of Agricultural Land Pawning Based on Article 7 of PERPU Number 56 of 1960

Based on field research, the implementation of agricultural land pawning as regulated in Article 7 of PERPU Number 56 of 1960 has not been fully effective. Normatively, Article 7 stipulates that the control of pawned agricultural land must not exceed a period of 7 (seven) years, after which the land must be returned to the owner without any additional ransom. However, in practice, these provisions are not executed as intended.

This is reflected in interviews conducted across the three research villages. A farmer in Pengkelak Mas Village, Mr. Lalu Ahmad Fauzi, stated on January 12, 2026:^[19]

“Lamun masalah gadai niki, dari dulu carane tetap. Lamun kepeng belum balik, tanah tetap dikelola si pemegang gadai. Ndeq pernah kami dengar aturan otomatis balik.”

(Translation: “Regarding this pawning, the method has remained the same since the old days. If the money has not been returned, the land continues to be managed by the

pawnee. We have never heard of an automatic return rule.”) Meanwhile, a pawnee in Bungtiang Village, Mr. H. Lalu Mahyudin, stated on January 16, 2026:^[20]

“As long as the money I provided has not been returned, I will continue to cultivate the rice field. Regarding the seven-year rule, I do not quite understand it.”

These statements highlight a significant gap between written legal norms and social practices. Another farmer from the same village, Mr. Lalu Khaerul Imran, further explained on January 15, 2026:^[21]

“Tiang wah nanggep bangket dari tahun 2009. Sampai sekarang masih digarap yang nerima gadai. Endek pernah arak yang bilang harus balik otomatis.”

(Translation: “I pawned my rice field in 2009. To this day, it is still being cultivated by the pawnee. No one has ever said it must be returned automatically.”)

This testimony demonstrates that pawning practices can last for over a decade without the application of the statutory time limits. In Gedung Mas Village, an heir of a pawner, Mr. Lalu Ardiansyah, added on January 18, 2026:^[22]

“My parents' land was pawned a long time ago. I only found out about the seven-year rule after a problem arose. Until now, we have only followed village customs.”

Such statements indicate that a lack of legal socialization and understanding contributes to the ineffectiveness of PERPU Number 56 of 1960. In practice, the community adheres to customary law (*adat*), which dictates that land can only be returned upon the full repayment of the pawn money, regardless of the time limits set by positive law.

According to Soerjono Soekanto (2020), the effectiveness of a regulation is heavily influenced by factors such as public legal awareness, law enforcement officials, supporting facilities, and the prevailing legal culture.^[23] Thus, the ineffective implementation of Article 7 in West Sakra District is a sociological issue rather than a purely normative one. Based on these conditions, the primary factors influencing the implementation of these provisions are as follows:

4.1. Low Level of Knowledge and Legal Awareness Among Pawns

In Pengkelak Mas Village, most farmers are unaware of the 7-year limitation. Mr. Lalu Ahmad Fauzi stated:^[24]

“I never knew about this 7-year rule. If I am unable to redeem the money, the land remains under the control of the pawnee.”

A similar sentiment was shared by Mr. Lalu Khaerul Imran in Bungtiang Village:^[25]

“There has never been any counseling regarding this rule. As far as I know, the land can only return once the money is paid back.”

In Gedung Mas Village, Mr. Lalu Ardiansyah (an heir) remarked:^[26]

“I thought this was just like a regular debt. As long as the debt isn't settled, the land stays with the pawnee; I've never heard of a time limit.”

¹⁸ Sulistyowati Irianto, *Pluralisme Hukum dalam Perspektif Sosio-Legal*, Yayasan Pustaka Obor Indonesia, 2020

¹⁹ Interview with Lalu Ahmad Fauzi, farmer in Pengkelak Mas Village, January 12, 2026.

²⁰ Interview with H. Lalu Mahyudin, pawnee in Bungtiang Village, January 16, 2026.

²¹ Interview with Lalu Khaerul Imran, farmer in Bungtiang Village, January 15, 2026.

²² Interview with Lalu Ardiansyah, heir of a pawner in Gedung Mas Village, January 18, 2026.

²³ Soerjono Soekanto, *Faktor-Faktor yang Mempengaruhi Penegakan Hukum*, (Jakarta: Rajawali Pers, 2020).

²⁴ Interview with Lalu Ahmad Fauzi, January 12, 2026.

²⁵ Interview with Lalu Khaerul Imran, January 15, 2026.

²⁶ Interview with Lalu Ardiansyah, January 18, 2026.

These interviews reveal a uniform pattern across the three villages: pawning is viewed strictly as a debt-credit relationship without a specific expiration date. This underscores the low level of public legal awareness regarding the 7-year limitation norm.

According to Soerjono Soekanto (2020), public legal awareness encompasses knowledge, understanding, attitudes, and behavioral patterns toward the prevailing law.^[27] Without knowledge regarding the legal right to reclaim land after seven years, the pawner will not exercise that right. Juridically, the provisions of Article 7 of PERPU Number 56 of 1960 are imperative (mandatory), meaning that control over pawned land exceeding seven years should expire by operation of law (*van rechtswege*). This implies that without the need for additional legal action, the pawnee's right of control is automatically nullified once the time limit is surpassed. However, in the villages of Pengkelak Mas, Bungtiang, and Gedung Mas, this norm exists only as "law in books" and has not yet become "law in action," primarily due to a lack of legal awareness and minimal socialization from village government officials. This highlights a gap between the juridical validity and the sociological reality of a legal norm.

4.2. Dominance of Customary Law and Local Traditions

In Bungtiang Village, agricultural land pawning practices remain heavily influenced by the living customary law. Pawning is generally conducted orally, based on the principle of mutual trust, and without specific time limits. Mr. H. Lalu Mahyudin, a pawnee in Bungtiang, stated:^[28]

"Lek desa niki, adatne jelas. Lamun kepeng ndeq balik, tanah tetep dikelola. Ndeq pernah araq aturan otomatis balik 7 taon."

(Translation: "In this village, the custom is clear. If the money is not returned, the land remains managed [by the pawnee]. There has never been an automatic return rule after 7 years.")

Similar findings were observed in Pengkelak Mas Village. A community leader, Mr. Lalu M. Yasin, noted:^[29]

"Since ancient times, the way of pawning has remained the same. If the money is returned, only then is the land returned. It has never changed to follow outside rules."

In Gedung Mas Village, a pawnee named Mr. Lalu Sahnian expressed:^[30]

"I simply follow custom. As long as it hasn't been paid in full, I continue to manage the land. There has never been a time limit in our custom."

These interviews demonstrate that customary law remains the primary reference point. The prevailing principle is "money back, land back," disregarding any fixed time limits. Thus, the seven-year restriction in Article 7 does not serve as a guideline in daily practice.

This reflects the concept of living law as proposed by Eugen Ehrlich (2021), who argues that effective law is the law that is actually lived and obeyed by society.^[31] In this context, customary law holds stronger social legitimacy than state law. While the national legal system recognizes customary law as long as it does not conflict with higher regulations, the dominance of custom here shows a discrepancy where local tradition overrides imperative national norms.

4.3. Economic Pressure and Pawner Dependency

In Gedung Mas Village, economic factors are the primary drivers for land pawning. Pawnors are generally in a weak economic position and require quick funds for urgent needs such as medical expenses or education. Mr. Lalu Ardiansyah, a pawner in Gedung Mas, stated:^[32]

"I pawned my rice field for medical expenses. Even now, I haven't been able to redeem it, so it is still controlled by the pawnee."

Mr. Lalu Ahmad Fauzi from Pengkelak Mas echoed this:^[33] "At that time, I needed money for my child's school fees. It was easier to pawn the field than to deal with difficult bank loans. But until now, I haven't been able to take it back."

According to Lawrence M. Friedman's (2020) legal system theory, legal effectiveness is influenced by structure, substance, and culture.^[34] Economic reality shapes this legal culture. When the economy is weak, the community's orientation becomes pragmatic and short-term. Consequently, although Article 7 provides legal protection through time limits, pawnors lack the bargaining power to demand their land back due to economic dependency.

4.4. Social Relations and Kinship Between Parties

The relationship between pawnors and pawnees in these three villages is often characterized by kinship, family ties, or close neighborly bonds. This communal social structure causes parties to resolve issues through familial consensus rather than formal legal channels.

Mr. Lalu Ahmad Fauzi noted:^[35]

"Usually, the one pawning is a family member or a close neighbor. It feels 'awkward' (ndeq enak) to suddenly ask for the land back using state rules."

In Bungtiang, Mr. Lalu Khaerul Imran stated:^[36]

"If it's still family, it's settled amicably. It never reaches the village office, let alone the court."

Mr. Lalu Ardiansyah from Gedung Mas added:^[37]

"I feel hesitant (sungkan) to ask for it back using regulations, fearing it might damage family relationships. So, I mostly stay silent."

These testimonies show that social harmony and the feeling of *sungkan* (hesitation/deference) are prioritized over formal rights. As Satjipto Rahardjo (2022) stated, law cannot be separated from the social context in which it operates.^[38] The

²⁷ Soerjono Soekanto, *Faktor-Faktor yang Mempengaruhi Penegakan Hukum*, (Jakarta: Rajawali Pers, 2020).

²⁸ Interview with Lalu Mahyudin, pawnee, Bungtiang Village, January 16, 2026.

²⁹ Interview with Lalu M. Yasin, community leader, Pengkelak Mas Village, January 14, 2026.

³⁰ Interview with Lalu Sahnian, pawnee, Gedung Mas Village, January 18, 2026.

³¹ Eugen Ehrlich, *Fundamental Principles of the Sociology of Law*, (New York: Routledge, 2021).

³² Interview with Lalu Ahmad Fauzi, pawner, Pengkelak Mas Village, January 12, 2026.

³³ Interview with Lalu Khaerul Imran, pawner, Bungtiang Village, January 15, 2026.

³⁴ Lawrence M. Friedman, *The Legal System: A Social Science Perspective*, (New York: Russell Sage Foundation, 2020).

³⁵ Interview with Lalu Ahmad Fauzi, February 12, 2026.

³⁶ Interview with Lalu Khaerul Imran, January 15, 2026.

³⁷ Interview with Lalu Ardiansyah, January 18, 2026.

³⁸ Satjipto Rahardjo, *Hukum Progresif: Hukum yang Membebaskan*, (Jakarta: Kompas, 2022).

reluctance to claim rights formally makes the legal protections of Article 7 less effective in practice.

5. Conclusion

Based on the research findings and discussion regarding the implementation of agricultural land pawning in West Sakra District, East Lombok Regency, the following conclusions can be drawn:

1. **Ineffectiveness of Legal Implementation:** The implementation of Article 7 of PERPU Number 56 of 1960 in West Sakra District is largely ineffective. While the regulation normatively mandates the automatic return of pawned agricultural land after 7 (seven) years without ransom, the prevailing practice in the community—specifically in the villages of Pengkelak Mas, Bungtiang, and Gedung Mas—continues to follow the customary principle of "*money back, land back*" regardless of the duration. Consequently, many land pawning arrangements last for decades, functioning as a "law in books" that lacks "law in action" due to a significant gap between state law and sociological reality.
2. **Factors Hindering Effectiveness:** Several interrelated factors contribute to the gap between formal legal norms and communal practice:
 - **Low Legal Literacy:** There is a critical lack of knowledge and socialization regarding the 7-year limitation and the legal formulas for ransom, leaving pawners unaware of their rights.
 - **Dominance of Customary Law (*Living Law*):** Customary norms hold higher social legitimacy and are deemed more reflective of communal justice than state regulations.
 - **Economic Dependency:** The weak economic bargaining position of farmers makes them reliant on pawnees for urgent funds, rendering them unable or unwilling to demand the return of their land based on legal grounds.
 - **Social and Kinship Bonds:** The communal nature of rural society prioritizes social harmony and familial ties. The feeling of *sungkan* (deference/hesitation) prevents parties from pursuing formal legal remedies, as doing so is often perceived as damaging to kinship relationships.
 - **Suggestion:** To bridge this gap, it is recommended that the local government and land agencies increase legal socialization and provide mediation services at the village level. This ensures that the protective essence of PERPU No. 56/1960 can be integrated with local wisdom without disrupting the social fabric of the community.

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