

# The King's Decree: Integration of Customary Law and Islamic Law in the Clove Lease Agreement

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This study examines the impact of the king's decree on creation of legal products in Iha Village, Maluku. In Iha, legal products are primarily in the form of village regulations that serve as the foundation for government activities within each village. However, Iha distinguishes itself by utilising the king's decree. This research employs an empirical juridical approach with a socio-legal perspective, which involves examining the legal realities within society and comparing them with applicable positive law. The study finds that the community views the king's decree as customary decision that must be adhered to, thereby granting the king absolute, as in a case of authority in the execution of the clove lease agreements. Unlike the other village, Iha follows a different procedure for conduction clove lease agreements, as determined by the king's decree. In addition, the king's order is also used as a guiding principle for the preservation of local culture and environmental sustainability through the application of local laws in social cultural, and environment contexts. This research can assist the government in formulating draft laws and regulations pertaining to customary law.

Penelitian ini mengkaji dampak Titah Raja terhadap pembentukan produk hukum di Desa Iha, Maluku. Di Iha, produk hukum umumnya berupa peraturan desa yang menjadi landasan bagi kegiatan pemerintahan di setiap desa. Namun, di Iha berbeda, karena berlandaskan pada Titah Raja. Penelitian ini menggunakan pendekatan yuridis empiris dengan perspektif sosio-legal, yaitu dengan melihat realitas hukum yang ada di dalam masyarakat dan membandingkannya dengan hukum positif yang berlaku. Penelitian ini menemukan bahwa masyarakat memandang Titah Raja sebagai keputusan adat yang harus ditaati, sehingga memberikan kekuasaan mutlak kepada raja, seperti dalam kasus kewenangan dalam pelaksanaan perjanjian sewa-menyewa cengkeh. Berbeda dengan desa lainnya, Desa Iha mengikuti prosedur yang berbeda dalam pelaksanaan perjanjian sewa menyewa cengkeh, yaitu sesuai dengan Titah Raja. Selain itu, Titah Raja juga digunakan sebagai pedoman pelestarian budaya lokal dan kelestarian lingkungan melalui penerapan hukum lokal dalam konteks sosial budaya dan lingkungan. Penelitian ini dapat membantu pemerintah dalam merumuskan rancangan peraturan perundang-undangan yang berkaitan dengan hukum adat.

**Keywords:** *Clove lease agreement; King's Decree; Maluku lordship*

## **Introduction**

Maluku Province is home to approximately 1, 200 villages (Angraeni and Primadhany, 2022). Among the villages, Iha stands out due to its unique privileges. Situated in Huamual District of the West Seram Regency, Iha operates under a traditional governing system where the King's Order supersedes all other regulations (Herliana, 2023). In contrast, the majority of villages in Indonesia adhere to laws and regulations specific to village governance. It is noteworthy that Iha is the sole village in Maluku Province that has never conducted a village head election (Miqat et al., 2023).

Administratively, Iha consists of two separate villages: Iha and Kulur. However, in terms of leadership, this village functions as a single unit under a king who serves as the head of Iha, and a vice king who serves as the village head. The village government structure in Iha is unique and has received little scholarly attention. Therefore, researchers consider it important to study and gain more insights into the customary village government in Indonesia, particularly in Iha (Rusdi, 2017).

The practice of clove lease agreements conducted by the residents of West Seram Regency is considered a traditional lease agreement that has been in existence for a significant period (Syatar et al., 2023). This type of lease agreement, which emerges from the cultivation of cloves, is a customary tradition. In the event of a dispute between the two parties involved, it is customary law and the village head (referred to as the king) who serve as mediators to resolve the conflict (Harahap et al., 2023). The community considers this method of clove lease agreement to be an integral part of their customary law, and they argue that it should be recognised by the state, in accordance with Article 18B of the 1945 Constitution, as it represents the rights of indigenous peoples (Dahlan, 2018). Researchers have identified various issues associated with clove lease agreements. For instance, there are instances where tenants fail to adhere to their obligations (Novita et al., 2022). However, these disputes are typically resolved within the family unit, with the *king* as the highest leader within the Indigenous community, serving as a mediator and making decisions based on the facts and testimonies from both parties (Putri, 2022).

Conceptually, a commandment can be defined as a directive that mandates compliance. Typically, such directives are issued by an authoritative figure, such as a monarch, whose authority is absolute and should not be questioned (Thalib, 2023). The term “king’s decree” frequently appears in saga narratives that depict stances where kings issue commands or prohibit certain actions to be undertaken by their subjects (Syaikhu et al., 2022).

Historically, it was stated that the story of the Prophet Moses, who received the 10 Commandments from God on Mount Sinai (Musmuliadi, 2020). These commandments were meant to be strictly followed by the Prophet Moses and the nation of Israel, as written in the Torah. Over time, they were embraced by the kings who ruled over different kingdoms, as well as the leaders of traditional village governments (Andriansyah, 2024).

The governance of traditional villages (*desa adat*) in Indonesia is formally regulated by Law Number 6 of 2014 concerning villages. This law is formulated based on the mandate of Article 18B, paragraph (2) of the 1945 Constitution of the Republic of Indonesia, which states “The State recognises and respects the unity of customary law (*adat recht*) communities and their traditional rights as long as they remain viable and adhere to the development of society and the principles of the Unitary State of the Republic of Indonesia, which are regulated by law” (Ali, 2020).

Traditional villages generally share the same responsibilities as villages in Indonesia. However, their main distinction lies in the implementation of the right of origin, particularly regarding the preservation of local wisdom, management, and regulation of customary, covering customary peace assemblies, maintaining security and order within customary law communities, and organising the government based on the original structure (Ganbold and Gantulga, 2023; Haryono et. al., 2018). Traditional villages also fulfil governmental functions, handle village finances, and development, and receive support and guidance from the district/city government (Romadhon et. al., 2018).

The implementation of traditional villages is always based on the rights of origin and customary law that apply in living traditional villages and it aligns with community development without conflicting with the principles of customary village governance in the Unitary State of the Republic of Indonesia (Adharinalti, 2012). The functions of consultation and deliberation in traditional villages are organised by the traditional village government, which follows the original composition of traditional villages or forms a new based on the initiative of traditional village communities (Deuraseh and Asli, 2022). Provincial regulation stipulates institutional structure, appointments, and tenure of traditional village heads based on customary law (Ayunita, 2016).

The concept of customary land, referred to as the land of lordship, was established within the framework of the 1945 Indonesian Constitution. It denotes an enduring relationship between humans and a particular land or territory (Telussa et al., 2021). Tenure, as a term, encompasses the legal connection between customary law communities and the land situated within their territory (Pradhani, 2021). Therefore, the authority of the community units is vested in the territorial jurisdiction of the lordship. Within this lordship,

there exists a right of lordship which is a collective and perpetual entitlement granting control over the land and endowing its members with the ability to utilise and exploit all resources within it (Kristiani, 2020). Notably, for customary law communities in Maluku, the scope of the lordship area extends beyond terrestrial, encompassing the surrounding sea and its contents as well (Agustina and Ismah, 2024).

Customary law communities in Maluku, with their respective ownership rights, have been in existence since around 1512-1615, when the Portuguese arrived in search of spices and trades (Leirissa and Latuconsina, 1999). This community, known as *Adatrecht Gemeenschap* or customary law society, is an organised human society settled in a certain area, possessing tangible or intangible wealth. The members of the society lead a reasonable life according to the natural order of things and do not entertain any thoughts or tendencies to sever the bonds that have been forged. These bonds are meant to endure indefinitely. Considering these elements, the customary law societies in Maluku fulfil all the necessary requirements to be considered a complete and cohesive unit (Matuankotta, 2019).

## Method

This study is an empirical investigation (Huda, 2021) that explores the role of the king as the lifelong head of the village government in two administrative areas: Iha and Kulur by establishing the king's decree as the highest legal instrument in the governance of these villages. The study was conducted in Iha, Huamual District, West Seram Regency, Maluku Province. The research adopts a case study approach, examining the traditional village governance model that integrates the general village administration with the royal government (Pradana et al., 2022). The key respondents in this study are the Head of Iha, who also holds the title of the King of Iha, as well as the village officials, known as the Head of *Soa*. Additionally, input was gathered from members of the community residing in Iha.

The data collection process begins with the observation of the idiosyncrasies of traditional village governance in Iha (Jamin et al., 2022). Subsequently, interviews were conducted with relevant stakeholders (Mulyadi et al., 2019). Following this, data were analysed by comparing pre-existing documents both through online newspapers and

articles (Swardhana and Jenvitchuwong, 2023). The data analysis takes the form of qualitative descriptive analysis (Dinata et al., 2022). Subsequent to the completion of the data collection process, it proceeds with data analysis in the form of a scholarly narrative that addresses issues pertaining to the position of the king within the village governance system, wherein the king's decree holds the highest law in legal products in Iha (Aditya and Al-Fatih, 2023).

The theory employed in this study is the theory of agreement. The significance of this theory lies in its exploration of the king's decree regarding the clove lease agreement enacted by the people of Iha (Pratama et al., 2022). In addition, to demonstrate the king's decree as an embodiment of customary law harmonised with Islamic law, the theory of agreement in Islam (*aqad*) is applied as well.

### **Legal products of traditional village government in Iha**

As discussed in the introduction, administratively, Iha is in Huamual District, West Seram Regency, Maluku Province. It is divided into two villages; Iha and Kulur (Christmas and Roisah, 2020). However, structurally, the kingdom of Iha is a lordship that comprises six hamlets. These hamlets are Uhe, Luhulama, Eli, Tana Merah, and Air Papaya. Furthermore, in 2022 there is planned a sub-village expansion with the addition of one more hamlet, Hulong.

The significance of hamlets in the Iha region differs from the hamlets found in other villages. Hamlets located in the Iha area are distinctive territories of plantations, where agricultural produce is collectively owned by the residents according to their clans. However, a portion of the profits generated from these plantations must also be contributed to King of Iha. This deposit was subsequently utilised by the king to fulfil his responsibilities in ensuring the prosperity of his subjects. It is important to note that the financial resources allocated to the king as village head are distinct from the funding employed in his role as the King of Iha.

**Table 1**  
**Iha State Funding Resources**

Village Status	Village Name	Funding Sources
Administrative Village	Iha	Village Revenue and Expenditure Budget, Village Fund Allocation, Local Government and Central Government
	Kulur	Village Revenue and Expenditure Budget, Village Fund Allocation, Local Government and Central Government
Iha Kingdom	Iha	Village income from plantation products in each hamlet.

*Source: processed by the researchers.*

Based on the table above, the funding from Iha is determined by the village's status. Upon administrative review, Iha obtains funding from the Village Revenue and Expenditure Budget (APBDes), which consists of revenues and expenditures generated by the village within one year. Additionally, the Village Fund Allocation provides funding through transfers from the central government. Meanwhile, from a monarchical perspective, Iha receives funding from the village income (Munir, 2021a), specifically from the plantation products collected on a monthly basis from each hamlet (Putro, 2023).

Iha is the only village in Maluku that does not hold village head elections. Article 31 paragraph (1) of Law Number 6 of 2014 concerning Villages and Article 27 paragraph (1) of Regional Regulation of West Seram Regency Number 11 of 2019 concerning Villages state that village head elections should be held simultaneously in all districts. However, not holding village head elections does not mean that it is disobeying the state. Iha has never held an election for the village head, and this has been practiced for a long time (Rahman et al., 2023).

The Iha head is determined based on who becomes the king and who becomes the Secretary of Iha. King of Iha is appointed from the Latukaiupy clan, while the secretary of Iha was appointed from the Kaisupy clan. However, the procedure for selecting the village

head is administrative and has not been regulated in existing laws and regulations, both at the district and provincial levels. Therefore, the procedure for selecting village heads in Iha is based on long-standing customs (Febrian and Yuza, 2023).

Structurally, Iha Village as a traditional village has 10 clans led by 1 king with the nickname *Upu*, 1 secretary, 6 ministers nicknamed *Jou* or head of *Soa*, 12 people called *Tukang Negeri* or Advisor Adat called *Tukang*, and 12 artisans led by *Tukang Ja'i* from the *Kaisupy* clan. Each position has its own duties and functions to improve the welfare of the people in Iha Village (Munir, 2021b).

**Table 2**  
**The Function of *Soa* / Minister**

No.	<i>Soa</i> / Minister	The Function
1	<i>Soa</i> Pati Iha	King's secretary
2	<i>Soa</i> Pikal	Village revenue affairs
3	<i>Soa</i> Hukum	Religious Affairs
4	<i>Soa</i> Luhulima	Security Affairs
5	<i>Soa</i> Anakotta	Customary Land Affairs

*Source: processed by researchers.*

*Soa* is the royal assistant selected from either a representative of each clan or a combination of multiple clans in Iha. Their role is to support the king in their capacity as both a traditional leader and a leader of the village government. The appointment of *Soa* entails a thorough deliberation process conducted by each clan, with the objective of selecting a suitable candidate to serve as the Head of *Soa*. This individual will be responsible for assisting the king in matters concerning both customary practices and governance.

King of Iha bears full responsibility for all activities within the domain of customs. Likewise, village officials with specific authorities are accountable for the tasks assigned by the kingdom. King of Iha, belonging to the *Latukaiupy* clan for generations, assumes leadership as the Secretary and Head of *Soa* Pati Iha. The head of *Soa* Pikal, hailing from the *Pikahulan* and *Putuhena* clans, assumes responsibility for the lordship hamlets located in the territorial area of Iha. The head of *Soa* Hukum, stemming from the *Hukum* and the



Selan clans. oversees religious affairs within the territorial boundary of Iha. The head of Soa Luhulima, originating from the Luhulima and the Siauta clans, holds responsibility for all customary activities and village affairs undertaken by the Iha community. Likewise, Chief Soa Anakotta belonging to the Anakotta and the Patihua clans, shares the same responsibility for village affairs and traditional activities. Finally, Chief Soa Litiloli, originating from the Samal and Sahupala clans, assumes responsibility for all tasks bestowed upon him by the king (Taufiqurohman and Fauziah, 2023).

The Iha Kingdom has 12 artisans known as the Traditional Advisory Council, *Tukang Ja'i*. Each clan in the village of Iha is represented by the Iha Great Handyman and *Tukang*. *Tukang* is responsible for traditional activities and implementing religious holidays. The customary advisor must consult with King of Iha on all customary policies. In addition to their assigned duties, the Soa chiefs are prepared to fulfil any tasks given by the king. The Soa chiefs are chosen individuals from each clan appointed to support and assist the king in his duties.

**Table 3**  
**Responsibilities of Iha Apparatus**

No.	Royal Device	Responsibility
1	King of Iha	Ensuring the welfare of all citizens of the Iha Kingdom
2	Head of <i>Soa</i> Pati Iha	Act as secretary
3	Head of <i>Soa</i> Pikal	Ensuring the productivity of plantations located in Petuanan hamlets
4	Head of <i>Soa</i> Hukum	Enforcing the law in the territory of the kingdom of Iha
5	Head of <i>Soa</i> Luhulima	Organizing customary activities / village affairs
6	Head of <i>Soa</i> Anakotta	Organizing customary activities / village affairs
7	Head of <i>Soa</i> Litiloli	Acting as Vice King of Kulor
8	<i>Tukang Besar</i> Iha	King's Advisor

*Source: processed by researchers.*

The position of the Iha apparatus aligns with the royal system, functioning as a unified entity known as the customary institution (*badan adat*). This entity holds the authority to

determine and implement decisions and policies within the kingdom of Iha. Its membership consists of the king, the Chief of Soa, and the king's advisors. The decisions made by the customary institution are officially known as the king's decree, established through a customary gathering known as *Saniri Nagri*. The deliberation process conducted during *Saniri Nagri* ensured that all segments of society could express their opinions. As a result, the king's democratic approach in implementing decisions consistently garners a positive response from the Iha community (Nurdin et al., 2022).

The king's decree is a legally binding document issued by the Iha and is followed by all members of the Iha community, including both indigenous and immigrant populations (Syarif and Bin-Armia, 2022). As the administrative village head, the king is solely responsible for ensuring the allocated budget is used for public welfare purposes (Heryanto, 2021). The technical aspects of budgeting are determined by the customary institution. Instead of village regulations, Iha adheres to the king's decree, which is respected and followed by the entire community. Although the king's decree is not formally written or codified law, there is a high level of public compliance (internalisation) with the regulations established by the monarchy.

In Iha, the royal hierarchy described by researchers is also evident in the mosque, especially during Friday prayers. Where the khatib ascends the pulpit, the king, and Head of Soa position themselves to the right of the imam, while the traditional advisor takes his place on the left. Nonetheless, once the sermon concludes, the atmosphere returns to its usual state, with the congregation gathered closely to perform Friday prayers together (Takdir et al., 2023).

Some of the privileges and distinctive features possessed by Iha continue to receive support from the government of West Seram Regency. The Administrative Village Head remains directly accountable to the Regent of West Seram, even in the event of the king's abdication, and the village head also submits reports to the Regent. Iha stands as one of the villages in Maluku that exemplifies peace, serving as a model for other villages in Indonesia. The spirit of unity is the fundamental element in forging a strong community in this village.

### **The King's role in implementing clove rental agreements**

The Iha community engages in the practice of clove rental agreements through two distinct methods: firstly, the clove lease is executed during the harvest season, and secondly, the

clove lease is conducted prior to the commencement of the harvest period. This practice of implementing clove leases is carried out by the community which offers available clove land to prospective tenants or lessees seeking to rent such land. Throughout the process of clove lease agreements, the king assumes a pivotal role in formulating regulations or rules, both in written and unwritten forms (Luthfy and Haq, 2024).

Before entering into a clove lease agreement between the landowner and the tenant, it is customary to conduct a thorough survey of the land or clove garden to be rented. Subsequently, the tenant inquires about the number of clove trees and the yield obtained in the previous year or harvest season. It is the responsibility of the landowner to provide a detailed account of the area, quantity, and yield of the previous season's harvest to the tenant. This information allows the tenant to assess the viability and long-term sustainability of the proposed agreement (Umar et al., 2023).

The tradition of clove rental agreements in Iha primarily involves interactions within the local community. Consequently, these agreements prioritise family principles and align with the values of local wisdom and indigenous culture (Lumbantoruan et al., 2022). The practice of renting cloves among the Iha community typically occurs prior to the harvest season, as tenants commonly rely on the previous harvest as a basis for calculating rent.

In addition to considering factors such as area and quality when determining rental prices, tenants also consider other variables, particularly crop failure resulting from weather fluctuations, such as an extended rainy season. This is exemplified by the premature dropping of cloves before the harvest period. However, if an agreement has already been established, and a crop failure occurs, the landowner assumes responsibility for harvesting the yield while the tenant awaits the next harvest season. Consequently, conflicts between the tenants and the landowners have never arisen.

The current implementation of the clove lease agreement is in accordance with the principles of customary law, which effectively minimises conflicts between tenants and landowners (Kaisupy, 2023). Any conflicts that have arisen have been limited to the determination of crop failure. However, these conflicts have been successfully resolved through deliberation led by the Customary Council, which is directly appointed by the king as the leader of the indigenous community (Thohira, 2024).

Based on the search results, it has been discovered that the customary law values in Iha include kinship, equality, and deliberation to achieve consensus. When disputes arise, especially regarding clove lease agreements, the Customary Council is responsible for resolving them. The principle of equality ensures that there is no discrimination based on social strata during conflict resolution, including in matters concerning clove lease agreements. Additionally, conflicts are prevented from escalating to court through consensus discussions at the traditional house (*Baileo*) (Sakhowi, 2022).

The identification of crop failure in the clove lease agreement is established based on the premature dropping of the cloves prior to the commencement of the harvest period. This is attributed to the prolonged rainy season, which leads to the decay of the cloves because of excessive water content. The practice of identifying crop failure has become customary within the local community, prompting the tenant and landowner to mutually agree on deferring the collection of the harvest by the tenant and rescheduling it for the next harvest season (Fauzan et al., 2023).

The customary council, which is tasked with resolving conflicts related to clove lease agreements, is determined by the king and consists of clan representatives from Iha. The clan representation is known as the Head of Soa, and it is divided into six Soa and ten clans, as outlined below.

**Table 4**  
**Head of Soa Iha**

<b>Head Soa</b>	<b>Marga</b>
Soa Pati Iha	Kaisupy
Soa Jou Pikal	Pikahulan dan Putuhena
Soa Hukum	Hukom dan Selan
Soa Luhulima	Luhulima dan Sia Uta
Soa Anakotta	Anakotta dan Patihua
Soa Litololi	Samal dan Sahupala

*Source: processed by researchers.*

In relation to the land area, which is a factor influencing the rental value of cloves in Iha, this variable is considered as it affects the yield of clove trees. As stated by Kaisupy (2023), a larger land area has a positive impact on crop production. This can be attributed to improved air circulation and adequate exposure to sunlight, which facilitate the fertilisation process of clove trees. These findings align with the outcomes of a study conducted by Faiz et al., (2022), which highlight the significance of air and lighting in influencing the growth response and productivity of clove plants.

In addition to the land area, the number of trees also plays a role in determining the rental price of cloves in Iha, West Seram Regency. The greater the number of trees on a given plot of land, the higher the rent will be. However, if the number of trees is not directly proportional to the land area, the rental price will be lower. In terms of the optimal planting distance for clove cultivating, the following configurations are recommended: 6 m x 6 m, resulting in 156 trees; 8 m x 8 m, resulting in 256 trees; 8 m x 6 m, resulting in 200 trees; and 12 m x 5 m, resulting in 625 trees (Anleu and Mack, 2023).

When considering rental prices based on previous harvests, it is evident that a tenant is greatly impacted by their agreement on the rental price of cloves (Khaer, 2023). Specifically, the rental price tends to increase when previous harvests yield higher results. This can be attributed to the tenant's belief that the current harvest will be at least as good as, if not surpass, the previous harvest (Fidya, 2022).

The process of the clove rental agreement conducted by the residents of Iha, Seram Barat Regency, followed several stages, all of which were guided by relevant customary norms. The process commences with an informal conversation between the potential tenant and the landowner. Should a mutual understanding be reached through this conversation, the parties involved will then proceed to schedule a visit to the clove field site. During the inspection of the location, potential lessees will inquire about aspects that they will consider finalising their terms of the clove rental agreement (Pradana, 2023).

In some cases, the tenants may neglect the assessment of the cloves' location due to reliance on the past harvest record of the rented clove land. These records often serve as sufficient evidence to convince potential tenants to enter into a rental agreement for clove cultivation. The inhabitants of the Iha exclusively rely on oral agreements for clove rentals

without formal written consent. However, if the potential tenant originates from outside of Iha, the landowner may opt for a written agreement (Opeskin, 2023).

The inclusion of oral agreements in the clove rental agreement process is a deliberate choice that reflects the importance placed on kinship and trust. This is further supported by the presence of customary councils and village task forces, which oversee and mediate conflicts between the parties involved. Conversely, agreements with communities outside Iha are conducted in written form to minimise potential conflicts and instances of non-compliance. In the event of a dispute between landowners and tenants from outside Iha, customary practices are still adhered to, while national laws are invoked in cases of default (Sinaga and Darwis, 2020).

There had been a misunderstanding between the two parties, which was resolved according to applicable customary rules (Patihua, 2023). He further states that thus far there has never been a dispute regarding the lease of clove land that has been resolved in court or in accordance with applicable national law. This conflict was resolved through deliberations conducted by the Customary Council.

After reaching an agreement between the two parties, the subsequent stage involves the payment process, which can be conducted through two methods; direct repayment and instalment payments (Andini et al., 2022). The concept of direct repayment refers to the tenant's immediate cash payment to the landowner, without any outstanding or remaining payments, after the agreement on the price. On the other hand, instalment payments involve the tenant paying a portion (50% to 60% of the rental price) at the commencement of the agreement, with the remaining sum being settled upon the conclusion of the harvest period. The determination of the payment method is contingent upon the mutual agreement of both parties (Suhartini, 2020).

In Iha, the majority of the clove rental payments were initially made through direct repayment (Selan, 2023). This was primarily due to the financial needs of individuals seeking to lease out their clove lands for necessities. However, in cases where landowners had additional commitments apart from managing their clove lands, instalment payments were allowed. Consequently, landowners sought tenants to prevent the abandonment of their clove lands (Rhomandana et. al., 2023).

In the clove lease agreement, the tenant is obligated to clear the clove trees and land upon the expiration of the lease period. However, it has been observed that the tenant has failed to fulfill this obligation, thus compensation to the landowner for the breach of duty. The specific amount of compensation in the form of substitute money is determined by mutual agreement between the parties involved. The purpose of clearing land and clove trees is to ensure a bountiful harvest in the subsequent season, thereby facilitating an increase in clove production.

Based on the theory of agreements, the practice conducted by the members of Iha, wherein they have an obligation to clean the land, aligns with the principle of freedom of contract as stipulated in Article 1338 of the *Burgelijke Wetboek*. This article states that all agreements entered by both parties are binding and enforceable. Consequently, the obligation to clean the clove land following the harvest period is an obligation that has been explicitly or implicitly stated in the agreement executed by both parties.

In Islam, there are certain principles that govern agreements (*aqad*). One of the principles is the principle of freedom (*al-hurriyyah*), which grants the parties involved the freedom to establish terms and methods for resolving potential disputes in the future. The king's decree, which serves as a guide for conducting clove rental agreements among the people of Iha, consistently refers to the agreements regulated under *Burgelijke Wetboek* and Islamic law.

## **Conclusion**

The Clove Rental Agreement in Iha is a customary tradition observed by the community before or during the harvest season. As such, it is important for the king, who serves as both a religious and a traditional figure to regulate the process of these agreements by issuing decrees or rulings. The king's decree holds the highest legal authority and is applicable to the customary rights of the traditional village. The king's decree is based on the counsel of religious and traditional figures in Iha. Therefore, the decree issued by the king regarding the clove lease agreement is not only based on customary law but also on Islamic law. In Iha, the king, apart from being the highest leader in the traditional village also assumes the role of the High Priest in the traditional village, as dictated by customary

law. This study shows that the traditional village government can regulate a good legal order in the community in addition to the national rules that govern in general.

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