

SYARIAH PAWNSHIP IN INDONESIA: ANALYSIS OF FIQH AND ITS PRACTICE IN SYARIAH FINANCIAL INSTITUTIONS

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Abstract:

Economic and business developments are always accompanied by developments in capital requirements and additional business capital facilities which always require guarantees to maintain the security of the capital provided. Pawning is a type of debt and receivable agreement and has been in place since the time of the Prophet. Over time pawnshop institutions were formed to encourage economic survival. This research aims to explain various aspects of sharia pawning starting from the history, legal basis of sharia pawning to the implementation of pawning in both banking and pawnshop institutions in Indonesia. This research is research with a qualitative descriptive approach using documentation studies through references related to sharia pawning in Indonesia. The research results show that sharia pawn operations in Indonesia do not conflict with Islamic sharia (Al-Qur'an, Hadith, Ijma, and DSN Fatwa). Not only that, the principle of pawning is actually in line with maqashid sharia, namely the protection of property, body, mind, offspring and soul. Handling problems at sharia pawnshops by providing several ways to pay off and not adding to the burden of deposits and administration costs. The results of this research provide recommendations that the implementation of sharia pawning can be implemented in the community for the benefit of the people.

Keywords: sharia pawning, banking pawning, fiqh, sharia economics

Abstrak:

Perkembangan ekonomi dan bisnis selalu diikuti dengan perkembangan kebutuhan modal dan fasilitas tambahan modal usaha yang selalu memerlukan jaminan untuk menjaga keamanan pemberian modal tersebut. Usaha gadai merupakan salah satu jenis perjanjian utang piutang dan telah dilakukan sejak zaman Nabi. Seiring berjalannya waktu lembaga pegadaian terbentuk untuk mendorong kelangsungan hidup ekonomi. Penelitian ini bertujuan memaparkan berbagai hal pegadaian syariah mulai dari sejarah, dasar hukum gadai syariah hingga implementasi gadai baik di perbankan maupun lembaga pegadaian di Indonesia. Penelitian ini merupakan penelitian dengan pendekatan deskriptif kualitatif dengan menggunakan studi dokumentasi melalui referensi-referensi terkait dengan gadai syariah di Indonesia. Hasil penelitian menunjukkan bahwa operasional gadai syariah di Indonesia tidak bertentangan dengan syariah Islam (Al-Qur'an, Hadits, Ijma, serta Fatwa DSN). Tidak hanya itu, prinsip gadai sebenarnya sejalan dengan maqashid syariah, yaitu adanya penjagaan harta, badan, pikiran, keturunan dan jiwa. Penanganan masalah di pegadaian syariah dengan memberikan beberapa cara untuk melunasi serta tidak ditambah dengan beban biaya simpanan dan administrasi. Hasil penelitian ini memberikan rekomendasi bahwa implementasi gadai syariah bisa diterapkan di lingkungan masyarakat untuk kemaslahatan umat.

Kata Kunci: gadai syariah, gadai di perbankan, fikih, ekonomi syariah

INTRODUCTION

The main problem faced by the community is economic problems. One of them is the problem when faced with problems when they do not have cash but they need cash so that a

financial institution is needed that is able to help overcome these economic problems.¹The economic conditions of the community require the right solution. so that the community can be helped. The need for cash is sometimes unpredictable while many people have money in non-cash form.²

Financial institutions are one of the benchmarks of a country's economic progress. Not only banking, there are financial institutions that have a vision to help the lower classes to make their lives more decent, one of which is pawnshops. Pawnshops provide convenience in making money lending transactions faster and easier.³Pawn operations are carried out not only in modern times like now, but have been carried out during the time of the Prophet. Financial institutions in Indonesia with the concept of sharia have the aim of helping the socio-economy of Muslims.⁴

Along with the development of the times, pawning is not only done by individuals to individuals but already has a system and is institutionalized so that there are rules to run well. In 2003 was the beginning of the formation of the Islamic pawnshop institution which previously carried out its operations using an interest system. Unlike conventional, Islamic pawnshops carry out their activities based on principles that are in accordance with sharia and apply humanitarian values. The development of Islamic pawnshops shows a positive increase, as shown by data in 2010 which has reached 2.7 T with 519 Islamic pawnshop outlets and more than 700 thousand customers.⁵

This study attempts to provide a description related to efforts to provide solutions to the community related to economic needs by utilizing Islamic pawnshops. This study attempts to provide an overview of Islamic pawnshops from a fiqh perspective. This is very important to do so that the validity of the process in transactions with this pawn system can occur in accordance with Islamic law and its pillars are fulfilled.⁶ The results of this study are expected to be able to overcome economic problems faced by the community quickly and precisely in

¹Novita Dwi Safitri & Asiah Wati. Analisis Perkembangan Pegadaian Syariah di Indonesia. (Muàarah: Journal of Contemporary Islamic Studies, 5(1) pp: 22-32, 2023

²Manahaar, P. Implementasi Gadai Syariah (Rahn) Untuk Menunjang Perekonomian Masyarakat di Indonesia. *Dialogia Iuridica*, 10(2), 97–104, 2019.

³Choirunnisak, C., & Handayani, Gadai Dalam Islam. *Ekonomica Sharia: Jurnal Pemikiran Dan Pengembangan Perbankan Syariah*, 6 (1), 61–76, 2020.

⁴Andri Soemitra. *Bank dan Lembaga Keuangan Syariah*. (Jakarta: Kencana. Arif Efendi, 2013)

⁵AM Saefuddin, *Membumikan Ekonomi Syariah* (Jakarta: PPA Consultans, 2011), p. 287.

⁶Lamtana & Vemmy Mayditri. Penerapan Prinsip Syariah pada Akad Rahn di Lembaga Pegadaian Syariah (Studi Gadai Syariah Berbagi Berkah Samarinda). *Journal of Education and Entrepreneurship*, 10(2), 422-440, 2022.

accordance with Islamic law through pawnshops. In practice, pawnshops are considered safer, legal and institutionalized.⁷

METHOD

This qualitative descriptive design study was conducted to provide an overview of pawn in Indonesia with a review of Islamic jurisprudence. This study using literature study uses data sources from journals, books, documents, and scientific articles related to Islamic pawn in Indonesia. The data in this study relates to information related to Islamic pawn in Indonesia in a review of Islamic jurisprudence and its application in Islamic financial institutions. The data in this study were collected using documentation techniques and literature studies. In conducting data analysis, researchers used data reduction, data presentation, and drawing conclusions.⁸

DISCUSSION AND ANALYSIS

Pawn in Indonesia

In April 1990, the government began paying attention to pawn business institutions with the issuance of Government Regulation (PP) No. 10 of 1990 which became a milestone in the birth of pawning without usury. This was implemented with the issuance of PP no. 103 of 2000 and then strengthened again with the DSN-MUI Fatwa which proclaims the prohibition of usury.

Pegadaian is a business institution under Perum Pegadaian, while Islamic pawnshops were born from the Islamic Pawn Institution Unit (ULGS) in January 2003 in Jakarta, namely the Dewi Sartika branch of ULGS. In the same year, ULGS was established in Bandung, Yogyakarta, Surabaya, Semarang and Surakarta. Along with with the development of Islamic financial institutions, ULGS converted into Islamic pawnshops. ⁹the development of Islamic pawnshops is shown by positive increases. In 2003 the amount of loans disbursed reached more than 5 trillion rupiah and had good financial performance.¹⁰

⁷Rokhmat Subagiyo. Tinjauan Syariah Tentang Pegadaian Syariah (Rahn). An-Nisbah Journal, Vol. 1, No. 1, October, 2014

⁸Hadiningrum, LP *Metode Penelitian (Sebuah Pengantar Disiplin Keilmuan)*. (Malang: Ahlimedia Press, 2021) p. 82

⁹Nurul Huda and Mohamad Heykal, *Lembaga Keuangan Islam*, 2nd ed. (Jakarta: Kencana, 2013), p. 276.

¹⁰Rais Sasli, *Pegadaian Syariah: Konsep dan Sistem Operasional* (Jakarta: UI Press, 2005), p. 151.

Pawn in Islam has been known as *rahn*. *Rahn* in language means determination (*tsubut*), detention (*al habs*)¹¹ forever, guarantee¹² and hold¹³ and some also explain that *rahn* has the meaning of being locked up or trapped. From the meaning of the word *rahn* which means permanent, eternal from the word *al hasbu* has a material meaning. Scholars agree that the word *rahn* has strong roots that are stated in the Qur'an and are found in Qs. Al-Mudatsir verse 38, namely the word *rahiinah*. While according to sharia *rahn* is holding hostage a number of assets that are submitted as collateral according to rights, but can be taken back as ransom. *Rahn* as one of the contracts that is a *tabarru'* contract or mutual assistance between the *rahin* and *murtahin* parties.¹⁴ The contract must be carried out properly so that it is said to be valid.¹⁵

Some scholars define *Rahn* as follows:

1. Imam Abu Zakariya Al Ansari is of the opinion that *rahn* results in objects having the nature of assets becoming a trust for the debt and receivable contract that can be paid from the price of the object if the debt cannot be paid.
2. Ahmad Braja argues that in essence, collateral is not a product that can be used to gain profit and is not used for business, buying and selling or association purposes, but *rahn* is used for social purposes that do not expect compensation. So, Ahmad Braja does not agree if the money from the pawn is used to carry out investment activities.

In the context of banking, pawning is an activity that originates from debts made by customers to the bank by holding one of the assets owned by the customer as collateral for the loan they receive.

So, from the several definitions that have been explained, pawning has the following characteristics:¹⁶

- a) There are valuable items that are pawned.
- b) The loan amount depends on the value of the pawned item.
- c) Pawned items can be redeemed.

¹¹Hendi Suhendi, *Fiqh Muamalah*, 5th ed., (Jakarta: Rajagrafindo Persada, 2010), p. 105.

¹²Muhammad Firdaus, et al. *Mengatasi Masalah dengan Pegadaian Syariah* (Jakarta: Renaisan, 2005), p. 17.

¹³Burhanuddin, *Aspek Hukum Lembaga Keuangan Syariah*, (Yogyakarta: Graha Ilmu, 2010), p. 167.

¹⁴Zain, I., Abbas, S., & Idami, Z. (2019). *Rahn Contract Clause from the Perspective of Islamic Law and the Urgency of Notaries in Drafting It*. *Ius Quia Iustum Law Journal*, 26(2), 410–431.

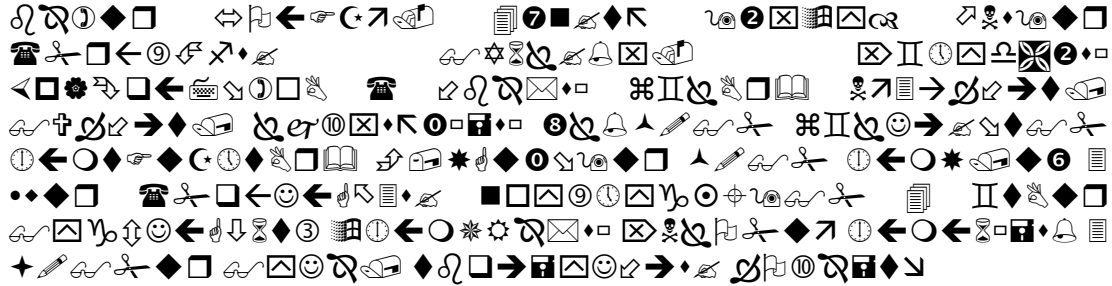
¹⁵Galini, J., Pratama, NDP, & Haresma, IA (2021). *Klausul Akad Rahn*. *Al-Tsaman: Journal of Islamic Economics and Finance*, 3(2), 1–13.

¹⁶Kasmir, *Bank dan Lembaga Keuangan Lainnya, Fourth Edition*, (Jakarta: PT. RajaGrafindo, 2005), p. 246.

Legal Basis for Pawn

In Islam, *Rahn* is basically allowed as stated in the Quran and Sunnah. The basis of the Quran used in pawning is QS. Al Baqarah:283 and *the hadith authentic* .

Evidence that comes from the Qur'an



" *If you are on a journey (and transact without cash), and you do not have a scribe, then there should be a pledge that is held (by the debtor). But if some of you trust others, then let the one who is trusted fulfill his trust (debt) and let him fear Allah SWT .*"
(Surah Al-Baqarah: 283)

Shaikh Muhammad Ali As-Sayis in Zainuddin Ali, opined that *the Qur'anic verse above is an indication to apply the principle of prudence when someone wants to transact debts that use time with other people, by guaranteeing an item to the debtor (rahn).*¹⁷

The verse explicitly describes the existence of collateral held (by the lender). When viewed from the *financial world* , what is meant by collateral is a guarantee, *collateral* or pawn object.

Evidence originating from the Hadith of the Prophet

" *From Aisyah ra said: That the Messenger of Allah once bought food from a Jew on loan and then he left (pawned) his armor as collateral for his debt .*" (HR. Bukhari and Muslim).¹⁸

" *A pawned ride (vehicle) can be ridden at the cost of it and a pawned livestock can be milked at the cost of it. For those who use vehicles and milk milk, it is mandatory to provide maintenance and upkeep costs .* (HR. Jama'ah, except Muslim and An Nasai)

¹⁷Zainuddin Ali, *Hukum Gadai Syariah* (Jakarta: Sinar Grafika, 2008), hlm. 5. Lihat juga Abdullah binAbdurrahman Alu Bassam, *Syarah Hadits Pilihan* Terj. Kathur Suhardi Cet. Ke-11 (Jakarta: Darul Falah, 2013), hlm. 761.

¹⁸Hadith narrated by Bukhari. Hadith No. 1926 Buyu' and Muslim books.

From Abu Hurairah (may Allah be pleased with him) that the Prophet (peace and blessings of Allah be upon him) said: “ *The ownership of the pawned goods does not separate from the owner who pawned it. He gains the benefits and bears the risks .*” (Ash Shafii, al Daruquthni and Ibn Majjah).¹⁹

Fatwa of the Islamic Religious Council (MSN) MUI

The Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) is one of the references regarding sharia mortgages in Indonesia, among which are presented as follows.

- a) Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 25/DSNMUI/III/2002, concerning *Rahn* ;
- b) Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 26/DSNMUI/III/2002, concerning *Gold Rahn* ;
- c) Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 09/DSNMUI/IV/2000 concerning *Ijarah Financing* ;
- d) Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 10/DSNMUI/IV/2000 concerning *Wakalah* ;
- e) Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 43/DSNMUI/VIII/2004 concerning *Compensation*.²⁰

From the legal basis of both the Qur'an and the Sunnah, it is clear that basically pawning is one of the permissible *mua'malah activities* that has the function of helping each other and maintaining trust. Pawning occurs due to debts and distrust, or trust can be given with conditions with collateral. So, in Islam, pawning is done solely to provide assistance to those in need with *marhun* as collateral and not for commercial activities that aim to gain profit. Pawning is enforced if both parties do not trust each other, but when trust has been formed, pawning is no longer necessary.

The above basis is also used as the basis for the permissibility of the Jumhur Ulama to carry out pawn transactions both while traveling or not traveling. This is different from what was expressed by Mujahid, Adh Dhahak who stated that pawning is permissible only while

¹⁹Hadith narrated by Bukhari. Hadith No. 1927 book buyu', Ahmad, Nasa'i and Ibn Majjah.

²⁰Tri Pudji Susilowati, *Pelaksanaan Gadai Dengan Sistem Syariah di Perum Pegadaian Syariah*, (Unpad). Thesis, Tidak diterbitkan. Universitas Diponegoro, 2008

traveling, this is based on the actions of the Prophet who carried out pawn transactions to Jews while traveling.²¹

Sharia Pawn Legal Provisions

A pawn can occur if it has fulfilled the pillars and conditions set out in the sharia. If both do not occur, then according to sharia the pawn contract is not valid. The terms and conditions for pawning are as follows:

1. The pillars of a pawn are the existence of an *ijab* and *qabul contract*, the existence of parties to the contract, namely the party pawning (*rahn*) and the party receiving the pawn (*murtahin*), the existence of collateral (*marhun*) in the form of goods or assets and the existence of debt (*marhun bih*).
2. The valid conditions for pawning are *rahn* and *murtahin* have conditions, both have the ability which means that someone is worthy and capable of carrying out ownership transactions, the existence of *sighat* is required by not giving certain conditions that apply in the future, debt (*marhun bih*) must be returned to its owner, and the goods used as *marhun* must be able to be traded, so it indicates goods or assets that must be valuable, can be used according to sharia, its physical form is known and if *the marhun* is not perfectly owned then it is mandatory for the owner to know and give permission for the assets used as *marhun*.²² Ibn Rusyd explained that the conditions for pawning are that the contract is agreed upon globally, the receipt of goods becomes a condition of pawning and what is disputed is its position as a condition and what is disputed in its requirements.

Pawnshops in Indonesia are financial business institutions that are oriented towards making a profit, therefore there are regulations that protect the implementation of pawnshop operations and must be in accordance with DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning sharia pawnshops, where there are general provisions that apply, namely:

- a. *The Murtahin* (recipient of the goods) has the right to hold the goods (*marhun*) until all *rahn* debts are paid off.
- b. *Marhun* and its benefits remain the property of *rahn*. In principle, *marhun* cannot be used without permission from *rahn* without reducing the value of *marhun* and its use is only to replace the costs of maintenance and care.

²¹Adrian Sutedi, *Hukum Gadai Syariah* (Bandung: Alfabeta, 2011), hlm. 26. Lihat juga Ibnu Rusyd, *Bidayatul Mujtahid* Jilid 2 Terj. Abu Usamah Fakhur rokhmah (Jakarta: Pustaka Azzam, 2007), hlm. 541.

²²Hendi Sehendi, *Fiqh Muamalah* p. 107-108.

- c. Maintenance and storage *of marhun* is basically the obligation *of the rahn* , but can be carried out by *the murtahin*, while the costs incurred become the obligation *of the rahn* .
- d. The amount of maintenance and storage costs *for marhun* should not be determined based on the amount of savings.
- e. *Marhun* sales :
 - 1) When it is due, the murtahin must give a warning *to the rahn* to immediately pay off his debt.
 - 2) If *Rahn* still does not pay off his debt, then *Marhun* is sold by force or executed through an auction according to sharia.
 - 3) The proceeds from the sale *of marhun* are used to pay off debts, unpaid maintenance and upkeep costs and sales costs.
 - 4) The excess proceeds from the sale become *Rahn's property and the shortfall becomes Rahn's obligation* .²³

In its application, there is a gold pawn product carried out by Islamic banking in its operations, this does not conflict with applicable regulations. According to Fatwa DSN-MUI No.26/DSN-MUI/III/2002 concerning Islamic gold pawn, it can be valid if it meets several general requirements below:

- 1) Gold *rahn* is permissible based on the principle *of rahn* .
- 2) The costs and expenses for storing goods (*marhun*) are borne by the pawnbroker (*rahn*).
- 3) The storage costs are based on the actual expenses required.
- 4) The cost of storing goods (*marhun*) is carried out based on the *ijarah contract* .

Mortgage Agreement Contract

According to Ahmad az-Zarqa, the existence of a contract (bond) in Islam will provide a legal bond if the contract has fulfilled the requirements according to the provisions of sharia.²⁴ However, there are several contracts that can be used according to the needs of the community. These contracts are:

²³Andri Soemitra, *Bank dan lembaga Keuangan Syariah*, Cet. Ke. 4 (Jakarta: Prenadamedia Group, 2014), hlm. 388-389.

²⁴Mustafa Ahmd az-Zarqa dalam Nasrun Haroen, *Fiqh Muamalah 1* (Jakarta: Gaya Media Pratama: 2000), hlm. 98.

Qardul Hasan Contract

Qardul hasan contract can be used by the pawnshop if *Rahin* pawns his movable property for consumptive purposes. So, *the rahin* will give a *fee* or wage to *the murtahin* who has looked after or cared for the goods he pawned.

Mudharabah Contract

Mudharabah agreement is done for customers who pawn their goods to increase business capital (investment financing and working capital). So, *rahin* will provide a profit sharing from the profits obtained according to the agreement until the borrowed capital is paid off.

The Contract of *Bai'i Muqayyadah*

Ba'i muqayyadah contract is used when the customer pawns his goods for productive purposes. This means that the customer pawns the goods because he wants working capital in the form of purchasing goods. Thus, the murtahin will buy goods according to the wishes of the rahn, and the rahn will provide a mark-up according to the agreement at the time the contract takes place.²⁵

Ijarah Contract

Ijarah contract can be used if the customer pawns with the aim of exchanging benefits for certain benefits. In this contract, there is the permission to use benefits or services in exchange for compensation. In its application, the pawnshop is allowed to rent a *deposit box* to the customer as a place to store goods.²⁶

Law on Utilization of Pawned Goods

There are several opinions on whether or not to use pawned goods, namely allowing, prohibiting and the existence of certain conditions.²⁷ The opinion of the scholars is as follows:

²⁵Heri Sudarsono, *Bank dan Lembaga Keuangan Syariah: Deskripsi dan Ilustrasi*. Edisi Ke-2. Cet. Ke-2 (Yogyakarta: Ekonisia, 2012), hlm. 179-180.

²⁶Sofiniyah Ghufon, *Mengatasi Masalah Dengan Gadai Syariah* (Jakarta: Renaisan, 2005), hlm. 30-31.

²⁷Ade Sofyan Mulazid, *Kedudukan Sistem Pegadaian Syariah dalam Sistem Hukum Nasional di Indonesia* Cetakan pertama, Diterbitkan Oleh Departemen Agama, 2012, hlm. 37.

Opinion of Shafi'i

Shafi'i gives opinion that the one who has the right to use the pawned goods is *the rahin* even though *the marhun* is in the hands of *the murtahin*. The Shafi'i opinion is based on the hadith below:

"From Abu Hurairah, the Prophet SAW said: "Pawning does not exclude the owner from the benefit of the pawned item, the benefit belongs to him and he is obliged to be responsible for everything (damage and costs) ." (HR. Al-Shafi'i and daruquthny) .

"From Abu Hurairah (may Allah be pleased with him) who said that the Messenger of Allah (peace and blessings of Allah be upon him) said: "The collateral can be ridden and milked."

From Umar that the Prophet SAW said: "A person's animal should not be milked without the owner's permission". (HR. Bukhari)

From the hadith above, the Shafi'i school of thought argues that pawned goods are only used as collateral to maintain trust in the lender. So, ownership of pawned goods is still purely the property of *the rahin* so that no one can utilize the pawned goods without *the rahin's* permission. Thus, if there is a reduction in the value or price of the pawned goods, it is not allowed without *the rahin's permission*. So in this context, the Shafi'i school of thought allows utilizing pawned goods with *the rahin's permission* . Other scholars who agree with him are al-Jaziri, Hambali, Ibn Qudamah, Abu Zakariyya Muhyidin Ibn Sharf al Nawawi, Ibn Qayyim and Wahbah Zuhaili.²⁸

Opinion of Maliki Scholars

Imam Maliki is one of the imams who forbids the use of pawned goods. He even argues that if *the murtahin* uses his pawned goods, the contract is void. *The murtahin* can only use pawned goods with the permission of the *rahin* without conditions:

- a. Debt is caused by buying and selling, not by lending. This can happen like someone selling goods at a tough price then the person asks for a pawn with an item according to his debt, then it is permissible.
- b. *murtahin* party stipulates that the benefits of *the marhun* are for him.
- c. The time period for taking the required benefits must be determined. If the pawn agreement does not specify the time period, the agreement is void.

²⁸Ade Sofyan Mulazid, *Kedudukan Sistem*.....hlm. 37.

The legal foundation used by malikiyah is the prophet's hadith which reads: *"The pawned item is not owned (by the pawnee), for him the profit is on his loss"* (HR. Hakim)

Opinion of Hanbali

Hanafi' opinion that pawned goods can be used if the pawned goods are animals, but with the condition that there is permission from *the rahin* and that the pawning does not occur because of lending. This implies that the benefits may be taken with conditions. However, if the animal cannot be ridden or milked, it can be used as *a servant*. If the pledged property is a house, rice field, garden and so on, then according to Hanafi law, it cannot be used for its benefit.

Some of the arguments used by Hanbali in adopting the murtahin law that it is permissible to use the pawned goods are based on the hadith of the Prophet which reads: *"Pawned goods (marhun) are ridden because of their livelihood when pawned and the one who rides and drinks its milk is obliged to provide for it"*. (HR. Bukhari). Another hadith that supports his opinion is *"From Ahmad bin Salamah that the Messenger of Allah SAW said: "If a goat is pawned, then the one who receives the pawn may drink its milk according to the amount of feeding it, if he drinks the milk more than the price of providing for his livelihood then it is considered usury"*.

Hanabilah scholars also allow taking advantage of pawned goods with the permission of the owner of the goods and the benefits are in accordance with the costs incurred. The hadith that is the basis is: *"From Abu Hurairah ra. Said that the Messenger of Allah SAW said: "The collateral can be ridden and milked"*; and *"From Umar that the Messenger of Allah SAW said: "A person's animal may not be milked without the permission of its owner"*. (HR. Bukhari).

Opinion of Hanafi

According to Hanafi, there is no difference between utilizing pawned goods which results in a reduction in price or not because in fact it is permissible to utilize pawned goods with the owner's permission.

In addition, Hanafiyah scholars also argue that, in accordance with the function of the pawned goods as a guarantee to maintain trust for the pawn recipient, the goods become the power of the pawn recipient. So if the pawned goods are not utilized by the pawn recipient, it will damage the function of the pawned goods, on the other hand, the pawned goods require

maintenance which will increase maintenance costs so that it will bring *harm* to the pawn recipient. Islam has taught its ummah, so that in the activities carried out, it does not harm others.

The case of the “Golden Garden” of Sharia Banking in Indonesia

Pawnshops are not the only institutions that provide pawn products. Because it is very possible to be done by Islamic banking because it does not conflict with the sharia basis and has been legalized by the DSN MUI Fatwa in 2003. Gold is a common jewelry owned by Indonesian people, especially in the form of jewelry. Data from Budi stated that based on a 2007 survey, 36.2 million families owned gold. This is a great opportunity for Islamic banks to run their business with a pawn contract. Gold pawns can be used to meet consumptive or investment needs.

Gold pawn is the pawning or physical transfer of the owner's rights over assets or valuables (in the form of gold) from a customer to a bank to be managed on the principle of *rahn*, namely as a loan for debts given to the customer. Some time ago, gold farming was very popular because it was touted as a very profitable form of investment and offered double the profit compared to regular investments. Abdurrahman illustrated in his book that by pawning 25 grams of gold, the customer would get fresh funds of 6 million. This was built from the assumption of 25 grams with an estimated value of 80% multiplied by 300 thousand, so the customer has made a profit of 3 million minus the cost of storing goods of 750 thousand per year. This calculation occurs if the increase in gold reaches 30% in less than one year.²⁹ However, because it is considered not sharia and has become a concern for academics and especially parties who can legalize sharia business practices, gold farming activities are then prohibited because they are not in accordance with sharia principles.

CONCLUSION

Islamic pawnshops are institutions created by the government through a limited liability company (formerly Perum Pegadaian) to carry out economic development. The practice of pawning has existed since the time of the Prophet, the Dutch era and was later implemented in Indonesia because it does not conflict with Islamic law, the majority of scholars base pawning on the Qur'an, Hadith, Ijma and DSN Fatwa in its operations. Along with its development, Islamic pawnshops have continued to grow in addition to the polemics attached to the use of

²⁹Hafidz Abdurrahman dan Yahya Abdurrahman, *Bisnis dan Muamalah Kontemporer* (Bogor: Al Azhar Freshzone Publishing, 2014), hlm. 205-209.

pawned goods by *murtahin* or the implementation of Islamic pawning which still seems gray because there are still many parties who are not sure about the sharia in its operations and are more concerned with the business aspect than its *ta'awun* .

Islamic pawnshops are the right choice because they do not burden their customers with interest that must be paid and will be accumulated if it is due and cannot pay the debt and take the pawned goods. Unlike Islamic pawnshops that will provide several ways to pay off and are not added to the burden of savings and administration fees again.

However, Islamic pawnshops in banking have experienced errors in their operations, namely with their gold gardens which ultimately tarnished the image of Islamic pawnshops in Indonesia. However, pawnshops remain the choice of the lower classes to meet urgent financial needs and avoid unclear lending practices that harm the community. Thus, the principle of pawnshops is actually in line with the maqashid of sharia, namely the protection of property, body, mind, and descendants.

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