
PAWN LAW IN PERSPECTIVE 4 MADZHAB AND ITS APPLICATION IN SHARI'A PAWNSHOPS

Assabikunal Awwalun¹, M. Mas'al²

Universitas Islam Negeri Sunan Ampel Indonesia^{1,2}
awalun2000@gmail.com¹, moh.masal@yahoo.com²

ABSTRACT

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Islam provides several economic concepts that provide quality and mutual prosperity. Likewise, the sharia pawnshop system which we will know as Rahn in Islam. Rahn itself is defined as a loan transaction with the concept of a person who provides a loan that occurs on both sides, namely Rahin (the lender) and also the person who borrows money. In fact, in this context, the objective is to create mutual trust and security for one another, given that the object being pawned is a form of precaution if it is unable to pay off the debt. In this case, we will review the law of Rahn carefully in the 4 schools of thought. Thus, it is certainly in line with one of the scholars of fuqaha'. In practice, there are differences between conventional pawns and sharia pawns. This is because in the shari'ah pawn there is no interest. In this paper, we will discuss how the Rahn dimensions of the 4 schools of thought are related to the application of the concept in Indonesian sharia pawnshops. This is managed to take a single benefit in the Rahn contract correctly in syara'.

INTRODUCTION

The dynamics of mua'malah have always been a warm discussion in the community, especially at this time of the Covid-19 pandemic and also this is related to the development of the civilization system and the economy of the community itself. Something that is the deepest thing about why Islam in providing and at the same time establishing the basic concepts and methods that are the basis for developing mua'malah in the social, this happens to aim that the Islamic economy is here to overcome social inequalities, maintain norms, and people's rights (Fadllan, 2016).

The Islamic economy in contributing to the nation in the progress of the economic sector cannot be doubted. This is with the development of shari'a financial institutions with many Islamic financial institutions in each region of Indonesia. The institution of shari'a in every case is of course very concerned about the dimensions of the syara' rules. In accordance with the vision and mission of the lembaga keuangan shari'ah is to prosper the community into all walks of life, including the lower strata of society (Naqvi, 2013).

Islam in practice mua'malah is very familiar with and uses the term principals and variables (tsawabit wa mutaghayyirat). Islam strictly prohibits the practice of usury in all its forms. In this case, the topic of discussion is Rahn with the dimensions of 4 madhabs and their application in shari'a pawnshops which of course must be in accordance with the variables of each time following their development. Therefore, in this case, you must also pay attention to all the principles contained in it, including keeping Rahn away from the usury element of course.

Pawnshops can provide loans easily and quickly when Rahin does not have and or cash or savings with funding from a third party, namely Murtahin. Especially if the person has a large amount of assets, the safest, legal, and institutionalized way is to enter into a pawnshop. When the public did not know that Rahn's contract was an agreement that had an independent financial institution, in 2003 the establishment of the Shari'a pawnshop institution (Rokhmat Subagiyo, 2014). With the increasing outbreak in the midst of the pawnshop community, there are many types of goods that can be used as collateral in it such as gold consignment, BPKB arrum, gold savings, amanah, Rahn, multi online payments and others (Sudarsono, 2018).

METHOD RESEARCH

This research is library research, which is research related to a study that is certainly related to each other with the theme that will be discussed in this topic. The descriptive analysis in it is the character of this study. This is due to the analysis of the problem which is the main point of discussion.

Data Collection Techniques

Related to this type of research is library research, the data collection technique is carried out by deepening cases that study Rahn from 4 Madzhab, Sharia Pawnshops and studying and checking various other literature references which contain close ties to the problem being studied both from magazines, journals, encyclopedias and others (Haroen, 2000).

Data Analysis Techniques

By using content analysis where there is actually a comparison between two opinions, namely the first opinion and the opinion of another source, for further a complete conclusion is drawn (Antonio, 2001).

RESULT AND DISCUSSION

A. Application of Rahn in Sharia Pawnshops

Initially, we can know together that basically Pegadaian financial institutions in Indonesia are included in the category of state-owned enterprises in the category of Service Companies. Then with the passage of time it turned into a General Company. The pawnshop institution becomes a Company Company where this is to correct system weaknesses while in a Public Company, with the existence of Government Regulation of the Republic of Indonesia No. 51 of 2011 dated December 13, 2011. When it was still in its early form as a Service Company, it came in the midst of the community with a vision and mission to realize the order of economic welfare in the future, this became the benchmark of management in regulating pawnshops (Panji, 2018).

The Shari'a pawnshop system in this case is very clear or transparent and thick with Shari'a rules because there is no withdrawal that is beyond the cost of Marhun treatment. So the system is that with Rahin's side coming to the pawnshop with the goods he will mortgage, henceforth Murtahin's side will provide his place and Murtahin's party will list to Rahin's party related to the cost of maintenance, storage and administration at the beginning (Qudamah, 1968).

Henceforth, an agreement from Aqidain's side is needed. Actually, this concept remains within rahn's pure contract, because after all the cost of maintenance is not included from the interest on Marhun bih. Sharia pawnshops can actually survive and can take advantage based on the cost of storage and maintenance, while outside of this there is none. Both contracts are enforced in Shari'a pawnshops such as the Ijarah contract and the Rahn Contract, in order to create a system that avoids the practice of usury. The obligation in Rahn's contract is that Rahin must return or pay off the amount of the debt. As for the second, namely the Ijarah Customer's contract or Rahin must pay the security storage wages and everything is paid to the pawnshop or Murtahin.

a. For various objects that can be mortgaged, they are basically movable goods, as follows (Ath-Thayyar, Al-Muthlaq, & Al-Musa, 2017):

1. In the form of jewelry such as gold, silver, diamonds, gems, pearls, platinum.
2. Including from all kinds of electronics such as TV, Leptop, Refrigerator, Radio, Sound System.
3. All types of vehicles in the form of Motorcycles, Cars, Antique or Expensive Bicycles.

Rahn in Indonesia, especially in Pegadaian Shari'ah, is the right solution in overcoming the needs of life or the community's economy. Within 15 minutes, the funds can be disbursed by the man in Marhun's storage. Guarantees on all types of goods that include electronics, property, jewelry and vehicles.

b. The advantages of the Rahn system in the application of Shari'a pawnshops are as follows (bin Yahya Al & Syaikh, 2017):

1. Rahn's ministry is found in all cities of Indonesia
2. The procedure in its submission is very easy and fast
3. Can disburse funds within 15 minutes
4. Borrowing in a pawnshop can start with a nominal of at most 500 million and a minimum of 50,000 on Marhun bih
5. Shari'a pawnshops impose a period rule in Marhun bih the longest of the initial contract is 4 months, but can be extended by paying installments of part of the loan money per month.
6. Repayment can be made at any time by calculating the loot period.
7. The lending process does not need to be difficult to open a new account
8. Customers can receive Marhun bih in the form of tuani or transfer
9. Marhun goods are always safe under the supervision of pawnshops

c. Terms of Rahn's contract in Indonesian shari'a pawnshops:

1. The loan period of Marhun bih is 120 days to be repaid or extended the Rahn period.
2. If the extension is carried out online by logging in at the wiliayah branch or pawnshop unit of Shari'a, it has been approved by Rahin with proof of receipt.
3. Regarding matters relating to the extension of Rahn's contract starting from the payment maturity date, extension, the persistence of Marhun bih, it is already in the receipt.
4. The pawnshop provides strict rules regarding SBR or Rahn Proof Letter, that no

damage or loss should occur. If this happens, it is expected to report to the local pawnshop office.

5. The pawnshop provides a policy in terms of extension to the Rahin party freely, in an easy way just to fill in the form that has been provided.
6. The pawnshop gave a rule to Rahin to always carry a KTP or driver's license and SBR in returning Marhun bih.
7. Pawnshops provide rules to mortgagers must always follow the rules of the contract which is in the proof of loan letter and its addendum.

B. Rahn's Analysis in Sharia Pawnshop Practice

In Islamic economics we will only know the terms akad shahih and akad ghairu shahih or fasid. In this case, it is found that the contract can be said to be a shahih contract if the harmony and conditions are in the process of the contract or transaction. Likewise, what happened in Rahn's contract in the Shari'a pawnshop did not escape the obligation of the conditions and pillars that ushered in the contract shahih. In this case, if we look at including the conditions for the existence of Marhun, the existence of Marhun includes having economic value, being transactable, and being qabdl (handover). Likewise, if the existence of Marhun cannot be handed over only worth the benefit, it does not meet the requirements of the existence of Marhun itself. Marhun is forever the ownership of Rahin as long as Rahin can still pay his debts within the 4-month period set by the shari'a pawnshop. However, if it cannot pay off and extend with additional costs according to the storage ijarah then the property will transfer ownership to Murtahin (Djuwaini, 2020).

Operationally, sharia pawnshops have set a loan deadline for Marhun bih with a maximum of 4 months, this is actually a form of Murtahin's vigilance over Marhun if it stays under its supervision for too long it will be damaged whether it is used or not. Likewise, when there is Marhun allowed in shari'a pawnshops it includes electronics, securities, jewelry and vehicles. Therefore, with the existence of Marhun in such a way and it is feared that there will be damage, the Murtahin party limits the loan in the Rahn contract in sharia pawnshops to only 4 months to be allowed whether it is extended maintenance period or repaid (Al-Kāsānī, 2003).

The provision of the second pillar is the existence of Marhun bih, where this is done to explain that what is given a loan is a fixed and mandatory debt, therefore the Marhun that will be used at the time of the transaction must be worth the money. And Murtahin's side has a tool to measure or estimate the price of existing goods, so that it fits the nominal he lent by Murtahin. Such a system is intended that Rahin can not remove Marhun then Marhun can be used or sold to be paid for Marhun bih, where the repayment cannot exceed the original value of the Marhun. In this case the nominal debt is known for certain and binding³¹. Likewise, the conditions in Aqidain must be Ahliyyah, must not be done by small children, not sensible, not yet baligh (Rusyid, 1978).

C. Sharia Pawnshops Are Safe From Usury

In the practice of conventional economics, of course, it will be very thick with the practice of usury. However, unlike the Islamic economy, it must always be monitored and tightened so that there is no usury in it. Likewise, rahn practice is no exception in Indonesia, especially in shari'a pawnshops, where all types of transactions must provide

security guarantees in the world without harming Rahin. And survived the afterlife by being freed from the threat of hell because of the practice of usury. In this case shari'a pawnshops must avoid three things to survive the practice of usury as follows:

1. If found in a shari'a pawnshop when the Rahin party is asked to pay additional for his Marhun to the Murtahin side.
2. If the shari'a pawnshop issues a requirement that is outside or prescribed by the shari'a, but henceforth the Rahin side follows it, then it is fasid.
3. If the Rahin party is unable to pay it off within 4 months or as specified, but the Murtahin party sells Marhun and takes all the nominal of Marhun's sale and purchase which exceeds Rahin's debt, while Rahin's debt is smaller in nominal than Marhun.

CONCLUSION

Rahn can be interpreted as a system of borrowing money with the holding of goods from the borrower, in this case the goods used as collateral must be in accordance with what is borrowed nominally. Therefore, Murtahin was able to obtain a security guarantee and survive the loss because of the guarantee from Rahin. Henceforth the parties of Rahin and Murtahin are entitled to take half or full of what has been transacted by both of them over Marhun bih. And in essence, Rahn is a practice of borrowing money with goods that are used as collateral or can be called a financial institution called a pawnshop. For jumhur ulama' both from Shafi'iyyah, hanabilah, malikiyyah all mention rahn pillars there are four namely the existence of Marhun bih (debt), Marhun (mortgaged goods), the existence of Rahin as the pawning party and Murtahin as the recipient of the pawn goods who lent him money to Rahin, and henceforth the last one is shighah. The majority of fiqh scholars in this regard other than the 'Hanabilah scholars' forbid the Murtahin party not to take advantage of Marhun, as it is not its legitimate and complete ownership. The marhun was nothing but a guarantee of security if Rahin's side could not pay it off, so Murtahin had the right to sell it to be subsequently used as a payment from Rahin's side if he could not pay it off. Indonesia as an adherent of the Imam Asy-Syafi'i madzhab does not appear to be in harmony with the existing practices in Indonesia. However, in Imam Shafi'i's opinion, Rahin was allowed to take advantage of what he had prosecuted because of this because of rahin's status as the rightful owner of Marhun, before Rahin expressed his inability to pay the repayment of the debt. Of course, utilizing Marhun goods does not reduce or damage them so that they can reduce Qimah or nominal. Whenever Rahin performs Talaf then Rahin must fix it until it returns to the value or nominal origin of the item when it was mortgaged. Operationally, as explained above, sharia pawnshops have set a loan deadline for Marhun bih with a maximum of 4 months, this is actually a form of Murtahin's vigilance over Marhun if he stays in his supervision for too long, it will be damaged whether it is used or not. Likewise, when there is Marhun allowed in shari'a pawnshops it includes electronics, securities, jewelry and vehicles. Therefore, with the existence of Marhun in such a way and it is feared that there will be damage, the Murtahin party limits the loan in the Rahn contract in sharia pawnshops to only 4 months to be allowed whether it is extended maintenance period or repaid. The concept of Two Contracts (Ijarah contract and Rahn contract as the main one) occurs in one

financial institution, namely Pegadaian Syari'ah. Rahn's practice prevails in Indonesia, especially in shari'a pawnshops, where all types of transactions must provide guarantees of safety in the world without harming Rahin. And survived the afterlife by being freed from hell because of the practice of usury.

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