



Analysis of Sharia Economic Law on Vehicle Pawning in PT. Pegadaian (Persero) Cabang Bima, Nusa Tenggara Barat, Indonesia

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ABSTRACT

This study aimed to examine the concept and system of vehicle pawning with a review of Sharia economic law. The research used descriptive qualitative with the type of field research at the Pawnshop Branch Office of the City of Bima, West Nusa Tenggara Province. While the data collection techniques were interviews, observations and documentation with data analysis using data reduction, data presentation and conclusion. The results show that, first, the practice of vehicle pawning financing products at the Bima City Pawnshop is relatively easy and practical. The view of Islamic law on vehicle pawning practices at the Bima City Pawnshop is considered to be by Sharia principles because it does not contain 3 elements that are prohibited in the practice of vehicle pawning. Such as Gharar, Maysir, and Sury. Because the suitability of the application for pawning vehicles at the Bima City Branch can be seen in three things, namely the pillars, the legal requirements for the pawn, the costs and the mechanism for the settlement of collateral goods. And the practice of pawning vehicles at the Bima City Pawnshop is governed by the Fatwa of the National Sharia Council No.26/DSN-MUI/III/2002 concerning Rahn Emas or similar items such as Vehicles.

Kata Kunci:

Hukum Ekonomi
Syariah, Gadai,
Kendaraan

ABSTRAK

Analisis Hukum Ekonomi Syariah Terhadap Gadai Kendaraan di Pegadaian Indonesia. Penelitian ini bertujuan mengkaji konsep dan sistem gadai kendaraan dengan tinjauan hukum ekonomi syariah. Penelitian menggunakan kualitatif deskriptif dengan jenis penelitian lapangan di pegadaian Kantor Cabang Kota Bima Provinsi Nusa Tenggara Barat. Sedangkan teknik pengumpulan data wawancara, observasi dan Dokumentasi dengan analisis data menggunakan reduksi data, penyajian data dan penarikan kesimpulan. Hasil menunjukkan bahwa Pertama, Praktik produk pembiayaan gadai kendaraan pada Pegadaian Cabang Kota Bima relatif mudah dan praktis. Pandangan Hukum Islam terhadap raktik gadai kendaraan di Pegadaian Cabang Kota Bima dianggap telah sesuai dengan prinsip Syariah karena tidak mengandung 3 unsur yang dilarang dalam praktik gadai kendaraan seperti gharar, maysir, dan riba. Karena Kesesuaian antara aplikasi gadai kendaraan Pegadaian Cabang Kota Bima dapat dilihat pada tiga hal yaitu rukun, syarat sah gadai, biaya-biaya serta mekanisme penyelesaian barang jaminan. Serta praktik gadai kendaraan pada Pegadaian Cabang Kota Bima telah sesuai dengan Fatwa Dewan Syariah Nasional No.26/DSN-MUI/III/2002 tentang Rahn Emas atau barang serupa seperti Kendaraan Dan mengenai penggabungan akad diperbolehkan selama objek akadnya berbeda.

INTRODUCTION

The term “Sharia Pawn” in Islamic law is Rahn which means holding one of the borrower's properties (rahin) as collateral for a loan received from the borrower or murtahin. Rahn occurs because of muamalah transactions not in cash (accounts payable)(Indriasari, 2014). And if the muamalah is not in cash, it should be written as evidence so that there will be no disputes in the future (Ahmad Fauzi, 2021). Rahn is to make an item that has an asset value in the view of syara' (as a debt security) which makes it possible to take all or part of the debt from the item (Meutia et al., 2018).

A pawn is a guarantee given by the debtor to the debtor. The lender has full power to sell the collateral if the debtor is no longer able to pay the debt when it due date. The collateral remains the property of the person who pawns it (the debtor), but is controlled by the recipient of the pledge (the debtor). This practice has existed since the time of the Prophet Muhammad, and the Prophet himself used to do it. Pawning has a very high social value and is carried out voluntarily based on mutual help (Billah, 2019).

In Indonesia, a pawnshop is a formal institution based on the law that allows for financing in the form of lending based on the law of pawning (Amrin & Amirullah, 2022). The main task of Pegadaian is to bridge the need for public funds by providing loan money based on pawn law. Sharia pawnshops are present in Indonesia, forming sharia pawn units in several cities in Indonesia that have been operating since 2003 (Mulyono, Edi, Hidayat Darussalam, 2022). Sharia pawnshops, in carrying out their operations, adhere to sharia principles. The umbrella of sharia pawn law adheres to the DSN MUI Fatwa No. 25/DSN-MUI/III/2002 dated June 26, 2002 concerning Rahn, which states that loans are pledged as collateral for the debt (Lestari, Yuyun Juwita, 2021).

Draftrahn based on the DSN fatwa regarding Rahn, it is explained that loans obtained by mortgaging goods as collateral for debts in the form of legal Rahn are permissible provided that the murtahin (the recipient of the goods) has the right to hold the marhun (goods) until all the debts of the rahin (who deliver the goods) are repaid (Lubaba, 2020).

The pawn in principle is to provide a guarantee that someone can pay the debt. If the debtor is unable to repay the loan, the creditor, in this case, the sharia pawnshop, has the right to auction the collateral object from the debtor (Amrin, 2022). In fact, not all collateral items are redeemed by the debtor. Objects that are not redeemed by the debtor are then auctioned off by the pawnshop. Its management is also inseparable from problems such as difficulties in finding customers who have collateral to be auctioned, goods that do not sell because the offer is lower than the loan, or goods with too high an estimate (Irawan, 2018).

In various studies such as (Nugroho, Moh Agus, 2022), (Asy'ari, Qaiyim, and Istiqwamah Istiqwamah, 2022) became the object of his research, gold. However, this research is interesting because it will examine the object of pawning on vehicles such as cars and motorbikes. As we know, vehicles are very valuable and very liquid commodities that can be exchanged at any time for money in a short period of time. Vehicles are also easy to trade and universal, so they are appreciated everywhere.

A pawn Vehicle is a financing product based on a guarantee in the form of a car or motorcycle as an alternative to obtaining financing quickly. A vehicle pawning loan is a loan facility without compensation with collateral for a car or motorbike with loan obligations in installments within a certain period. In sharia vehicle pawn financing (Rahn), it is carried out by Rahin (the owner of the goods) and Al-Murtahin (the recipient of the goods) to meet their needs for the owner of the goods by pledging the goods according to sharia principles. passed until the mortgaged goods are returned to the owner or not. In Sharia pawning,



Institutional Pawnshop Syariah Bima City Branch Office is one of the sharia pawnshops that has vehicle pawn products (cars and motorbikes). This vehicle pawn can make it easier for customers to meet their needs. From the data obtained, the Sharia Pawnshop Branch Office of the City of Bima has customers whose number of customers using vehicle pawn products is always increasing. from the data obtained in 2018, the number of customers was 450, 2019 was 560, in 2020 was 769 and in 2021 it increased to 980 (Interview Results with Mr. Imron (Head of the Bima Branch Pawnshop).

Based on the description above, the researcher is interested in researching and analyzing, namely First, How is the implementation of vehicle pawning at the Bima City Sharia Pawnshop Based on Sharia Economic Law How are the obstacles to the implementation of vehicle pawning at the Bima City Sharia Pawnshop?.

LITERATURE REVIEW

Understanding Pawn

Rahn is pawning, or giving an item or object as collateral for debt. A pawn is a right obtained by a person who owes a debt over a movable item that is submitted by the person who owes the debt as collateral for his debt, and the goods can be sold by the debtor if the debtor cannot pay off his obligations at maturity (Bahari, 2022).

There are several definitions put forward by fiqh scholars, namely the Maliki school of thought, which defines Rahn as a binding property. The Hanafi school of thought defines rahn by making something (goods) as collateral for rights (receivables) that may be used as payers for these rights (receivables), either in whole or in part (Akbar, 2021)

Meanwhile, the scholars of the Shafi'i School and the Hanbali School, define Rahn in the sense of a contract, namely, making material (goods) as collateral for debts that can be used as debt payments if the debtor cannot pay the debt. Rahn in the hands of the murtahin (the money giver) only functions as collateral for the debt from the rahin (the debtor). The collateral can only be sold/appreciated if it is agreed upon by both parties, where the debt cannot be repaid by the rahin. Therefore, the right of the murtahin According to Syafi'iyah, if the marhun is lost under the control of the murtahin, the murtahin is not obliged to replace it, unless it is damaged or lost due to the negligence of the murtahin or because it was wasted, for example, the murtahin is playing with fire, then the mortgage is burned, or the warehouse is not locked and the goods are stolen by someone. Anyway, the murtahin is obliged to maintain it as it should be, otherwise, when there is a defect or damage, let alone loss, it is the responsibility of the murtahin (Amin, 2019).

According to Hanafi, the murtahin who holds the marhun bears the risk of damage to the marhun or loss of the marhun, if the marhun is damaged or lost, whether due to negligence or not (Nor, Mohd Zakhiri, 2021).

From the various definitions above, it can be concluded that rahn is a debt agreement by making goods that have property value according to the syara's view as collateral so that the person concerned can take money. Pawn to cover all debts. If the debtor returns part of his debt, then he is not allowed to take the pawned item before paying off all the debt.

Legal Basis of Pawn

The National Sharia Council stipulates the rules regarding rahn as stated in the Fatwa of the National Sharia Council number 25/DSN-MUI/III/2002 dated June 26, 2002 while the golden rahn is listed in the Fatwa of the National Sharia Council number 26/DSN-MUI/III/2002



dated March 28 2002¹³ (Lestari, Yuyun Juwita, 2021). Rahn (pawn) may be legally based on the arguments of the Qur'an, Hadith, and Ijma'. The proof of the Qur'an is the word of God in QS. Al-Baqarah (2):283. Meaning: *"And if you are on a journey (not in cash), while you do not find a writer, then let there be dependents to hold."* (The Ministry of Religious Affairs of the Republic of Indonesia, 1994)

Then the basis of the Hadith rahn including the Hadith of the Prophet narrated by Al Bukhari and Muslim which was sourced from Aisha ra: *"That the Messenger of Allah bought food from a Jew and he pawned his armor to him"* (Narrated by Bukhari-Muslim).

The basis of Ijma' rahn is that Muslims agree to allow rahn (pawning) according to sharia when traveling (safar) and when at home (not traveling) unless Mujahid is of the opinion that rahn (pawning) only applies when traveling based on the above argument. However, this opinion of Mujahid is refuted by the hadith arguments above (Lestari, Yuyun Juwita, 2021). In addition, the mention of Safar (traveling) in the verse above is out of general (custom).

Pillars and Terms of Pawn

The legal terms of the pawn determined by the syara' are divided into two types, namely; First, the requirements are broadly agreed upon by the Ulama but are disputed in terms of technical requirements. The requirement in question is the acceptance of pawned goods. Second, the conditions whose needs are still disputed by scholars. Furthermore, the opinions of scholars and several experts regarding the terms and pillars of the pawn will be presented. Syafi'iyah scholars are of the opinion that a pawn transaction can be valid by fulfilling three conditions, namely: 1) It must be in the form of goods because debt cannot be pawned; 2). Ownership of the pawned goods is not hindered, such as manuscripts. Malik allowed the pawning of the manuscript, but the pawnee was forbidden to read it; 3) (Indriasari, 2014).

According to (Pane, Sanusi Gazali, 2022) a pawn or loan guaranteed by an object has several pillars, including a. Ar-Rahin (who pawned) b. Al-Murtahin (who received the pledge) c. Al-Marhun/rahn (goods that are pawned) d. Al-Marhun bih (Debt) e. Shighat, Ijab and Qabul.

Meanwhile, according to Irawan, a pawn or loan with a guarantee of an object has several pillars and conditions, including: 1) Ijab and Kabul contracts 2) Aqid, namely, those who pawn (rahin) and those who receive the pledge (murtahin). As for the condition for those who have a contract, they are tasharuf experts, namely being able to spend wealth and, in this case, understanding the issues related to pawn; 3) Goods that are used as collateral (borrowing). The condition for the object that is used as collateral is that the item is not damaged before the promise of debt must be paid. There is a debt. It is required that the debt condition has been fixed (Irawan, 2018)

The form of the pawned goods

The form of pawned goods (marhun) is goods that are used as collateral by rahin as debt binders and held by murtahin as debt guarantees. According to Basyir, the Syafi'iyah scholars and the jurists, the types of goods that can be pawned are as follows: a) The collateral is tangible and intact or part of the property itself, such as land certificates, cars, shops and others at the time of being pawned and be fully self-owned; b) The collateral is delivered immediately when the pawn transaction occurs (Amin, 2019); c) The collateral has economic value and can be traded to be used as payment for marhun bih; d) The collateral is not related to other people's property rights, as well as if the marhun belongs to the government; e) the collateral is equal to the marhun bih; f) The collateral is receivable for the person giving the murtahin; g) The collateral can be used murtahin with an agreement rahin (Bahari, 2022).



Purpose and Benefits of the Pawn

The nature of the pawnshop business in principle is that it provides services for the benefit of the general public and, at the same time generates profits based on the principles of good management. Therefore, Pegadaian has the following objectives: a) Participate in implementing and supporting the implementation of government policies and programs in the field of economy and national development, generally through the distribution of financing/loan money based on the law of pawning. b) Prevention of bondage practices, illicit pawnshops, and other unreasonable loans. c) Utilization of interest-free pawning in sharia pawns has a social safety net effect because people who need urgent funds are no longer ensnared by interest-based loans/financing. d) Helping people who need loans on easy terms (Nasrifah, Maula, 2022).

In the implementation of vehicle pawning in Sharia Pawnshops, there are several benefits of the pawn, namely:

1. For Customers: the availability of funds with relatively simpler procedures and in a faster time compared to bank financing or credit. In addition, customers also get the benefit of professionally estimating the value of a movable item. Get safe and reliable movable storage facilities (Rambe, Dhea Nita Syafina, 2022).
2. For pawnshops: 1) Income derived from capital leases paid by borrowers of funds. 2) Income derived from fees paid by customers to obtain certain services. 3) Implementation of the mission of PT Pegadaian as a state owned corporation that is engaged in financing in the form of assisting people who need funds with relatively simple procedures (Nasrifah, Maula, 2022).

Pawn Risk

The risks that may exist in pawn when applied as a product are a) Risk of non-payment of customer debt. b) Risk of impairment of assets held or damaged. c) Risk of counterfeiting pledged goods (Nugroho, Moh Agus, 2022).

METHODOLOGY

Research using descriptive qualitative (Amrin Amrin, Muthoifin Muthoifin, Sudarno Shobron, 2020) with the type of field research, namely a study that intends to focus on the object of research to find out the events that occurred in the pawnshop. The research was conducted at the Procurement Branch Office of the City of Bima, West Nusa Tenggara Province (Amrin; Adi Priyono; Supriyanto; Nurrahmania, 2022). Descriptive research, namely descriptive research, is a study method that is obtained from sources and collected to fulfill in the form of a descriptive description of the field descriptions of naturalistic conditions that are the natural conditions of a problem and are experienced because they can reveal information and are related that are in harmony with the circumstances. is in the field (Yono; Amrin; Ade Irmah Imamah, 2022). Collecting the first data is used, interviews with leaders, employees and pawnshop customers. The second is observation. The data analysis method uses data reduction, data presentation and conclusion drawing (Sugiyono, 2018).



RESULT AND DISCUSSION

Implementation of the Vehicle Pawn System at the Pawnshop of the Bima City Branch Office

Pegadaian (Pawnshop) is a financing or credit institution with a pawn system, PT Pegadaian is one of the companies under the auspices of the Ministry of SOEs, and the main task of PT Pegadaian is to bridge the needs of public funds by providing loan money based on the law of pawning. The concept of sharia pawnshop operations refers to a modern administrative system with the principles of rationality, efficiency, and effectiveness with Islamic values. The operational function of sharia pawnshops is carried out at sharia pawnshop branches. One of them is the Bima branch of Sharia procurement which was established in 2005.

The types of goods that can be accepted at the syariah procurement of the Bima City branch as collateral are in principle movable goods, including: first, jewelry items, namely all jewelry made of gold, silver, platinum jewelry, whether decorated with diamonds, pearls. Second, Vehicles: Motorcycles, Cars. Rahn financing at a sharia pawnshop is the right solution to the need for fast funds that are sharia-compliant. The process is fast in just 15 minutes of liquid funds and safe storage. The guarantee is in the form of jewelry or motor vehicles.

The advantages of this product at the Bima branch of sharia pawnshops are: 1) Rahn services are available at sharia pawnshop outlets throughout Indonesia; 2) The application procedure is very easy; 3) The loan process is very fast, only 15 minutes, d. Loans (Marhun Bih) ranging from 50 thousand rupiah to 200 million rupiah or more; 4) The maximum loan period is 4 months or 120 days and can be extended many times by paying only *ijarah* or paying in installments a portion of the loan money; 5) Repayment can be made at any time by calculating *ijarah* during the loan period; 6) Process loans without the need to open an account; 7) The customer receives a loan in cash or transferred to an account; 8) Guaranteed goods are stored safely at the pawnshop.

Pawning Vehicles (Cars and Vehicles) is one of the superior products at PT Pegadaian Syariah, the Bima city branch office. Pawning Vehicles is the provision of funds to customers using pawn financing that can meet the need for easy, fast, and by sharia, fast processing, and safe storage by including collateral for goods in the form of vehicles (cars and motorcycles).

The vehicle procurement process at the Bima City branch office must go through the following stages: First, the initial stage of applying for financing: 1) Rahn submits *marhun* as collateral 2) Rahn submits a photocopy of KTP/SIM/Passport 3) Rahn fills out a loan application form and signs it. 4) Confirm the customer by stating the suitability of the submission that has been agreed upon. The financing period is 4 (four) months, but if the customer cannot redeem, a capital lease fee will be charged (Results of Interview with Mr. Imron (Head of Pawnshop Branch Bima), x.)

Second, the Vehicle appraisal stage (car or motorbike) as collateral. The appraisal stage of the vehicle pawn is carried out by testing and researching the car including the correspondence (BPKB and STNK), the brand of the car, and the period of use. Third, the stages of disbursement of the Vehicle Pawn Financing 1) After the estimator calculates the value of the collateral, then the value of the collateral is submitted to Rahin, 2) Then the customer signs the Rahn proof letter (SSR), 3) The cashier will provide disbursement to Rahin, 4) The disbursement is carried out by cash or transfer to rahin's account (Results of Interview with Mr. Imron (Head of Pawnshop Branch Bima), x.)

Fourth Stages of maturity The maturity period of vehicle mortgage financing at the Sharia Pawnshop Branch is 4 months or 120 days from the initial date of payment. Fifth,



Repayment Stages The stages of repayment of the gold pawn financing are as follows: 1) Rahin brings proof of Rahn (SBR) along with the identity of the name listed in the SBR 2) Rahin submits an amount of money for repayment 3) This settlement stage can be carried out at any time by calculating Mu'nah Tuesday the loan period 4) The loan can be paid in installments by Rahin.

From the perspective of Sharia economic law, the Sharia Pawnshop has been able to hold the pawned goods after the contract between the two parties has taken place. The procurement party has legally taken hostage several assets submitted as collateral by rights, and the said assets can be taken back after being redeemed. Referring to the Fatwa of the National Sharia Council of the Indonesian Ulema Council No: 09/DSNMUI/IV/2000 concerning Ijarah Financing, the maintenance costs of deposited goods are permitted. Administrative costs vary depending on the amount of the loan and the gold pledged. This is based on the results of an interview given by the Associate Appraisal Officer (Mr. Rahmat): "Administration fees borne by customers vary depending on the vehicle brand, vehicle quality and period of use. and borrowed funds. We only often use a car with an administration of Rp. 250,000 to Rp. 350,000 thousand, as for motorcycles of Rp. 50,000 to Rp. 150.000" (*Results of an Interview with Mr. Rahmat (Assessor Officer of Pawnshop Branch Bima)*, n.d.)

The administration fee must be paid at the beginning of the transaction. However, the service fee for goods (vehicles) is paid when the customer pays off the loan to the Bima City branch of the Sharia Pawnshop.

Obstacles and obstacles faced by Sharia Pawnshops in the Implementation of Pawning Vehicles at the Bima City Branch Office

In implementing the vehicle pawn system, of course, there are obstacles faced by the Sharia Pawnshop at the Bima City Branch Office. These obstacles include: a) The pawnshop has difficulty contacting customers whose financing period is past due. In general, customers will change their cellphone numbers when they cannot pay off the financing according to a predetermined schedule. b) Customer complaints on goods auctioned by the pawnshop. The auction of goods will be carried out by the pawnshop for goods that are used as collateral for the payment of vehicle mortgages. Even though it is stated in the financing agreement, customers often complain about the collateral that will be auctioned by the pawnshop. Apart from that, based on (Results of Interview with Mr. Imron (Head of Bima Branch Pawnshop), x.)

In addition, the obstacles faced by the sharia pawnshop of Bima City in the implementation of vehicle pawning. Namely, the payment process is not smooth, the financing is doubtful and the financing is stuck.

The settlement of the financing is through the Basyarnas procedure and is binding on the parties. This is confirmed in the Pawn Agreement / Rahn point 11 in the Sharia Pawn Certificate which explains that the dispute or problem in the implementation of the Pawn of the Sharia Pawnshop for the Bima City branch, the pawnshop resolves it in a friendly and family manner. Because the financing provided by the pawnshop to its customers is based on the principle of trust.

However, if the customer does not pay the debt when it is due to the pawnshop, the Pawnshop will sell/order to sell the collateral to pay off the customer's debt and the rest of the proceeds from the sale of the collateral will be handed over to the customer. In dealing with customers who do not carry out their obligations, first, visit customers and give warnings.

Everything is done in a friendly and family atmosphere. If the customer does not also pay, the customer is allowed to sell the collateral himself to pay off his debt or from other



sources. If the customer is unable or unwilling to pay the debt by selling the collateral himself or from other sources and selling the collateral and the rest will be handed over to the customer.

Bima City Branch of the Sharia Pawnshop does not take legal action in dealing with customers who do not fulfill their obligations. Settlement through the court takes a long time and costs a lot, while in general customers who apply for financing to the Bima City branch of Sharia Pawnshops are small entrepreneurs (Results of Interview with Mrs. Ramlah (Procurement Officer of Bima Branch), n.d.).

Analysis and provisions of Sharia Economic Law in the Implementation of Pawning Vehicles at the Sharia Procurement Branch of the City of Bima

Islam is perfect and comprehensive teaching (syamil mutakamil). Comprehensive Islamic teachings cover all ages, life, and human existence (Indriasari, 2014). He regulates personal, family, community and state affairs. Islam also regulates social, cultural, political, legal, security, educational, and environmental issues, including economic issues. In Islamic economics it has the ultimate goal as the goal of Islamic law itself (maqashid ash shari'ah), namely achieving happiness in the world and the hereafter (falah) through a good and honorable life order (Billah, 2019). This is the true happiness that every human being wants, not the false happiness that often results in suffering and misery.

The benefit must be realized through ways that are by Islamic law so that a noble civilization will be formed. In this case, Islam has regulated how the values contained in the Islamic economic system. In Islamic law, there are rules regarding the enactment of the law, including *Maslahah Mursalah* (Lubaba, 2020). *Maslahah mursalah* is the determination of law based on the public interest on an issue for which there is no legal stipulation in the syara, both in general and in particular (Shah, Hassan Shakeel, 2022). This principle of *maslahah mursalah* also applies to sharia pawnshops, as part of an economic system that applies Islamic values. One of the references in moving the economy, Islamic Shari'a prohibits falsely taking property rights as mentioned by Allah SWT in Surah Al-Nisa' verse 29: "*O you who believe! do not eat each other's property by vanity, except by way of commerce which is done consensually among you. And don't kill yourself. Indeed, Allah is Most Merciful to you*". (Departemen Agama RI, 1994)

As the author has explained above regarding the practice of pawning products (rahn) Vehicles at the Bima City Branch of Sharia Procurement. In its application, the practice uses a qard contract in rahn and an ijarah contract at the same time. The qard contract is used as a financing binder for the collateral (rahn), and ijarah as a rental place for collateral or the cost of maintaining the collateral. The practice of pawning (rahn) Vehicles at the Cang Bima Sharia Pawnshop also does not apply the accumulative interest system as in conventional pawnshops. But using the calculation of profits through the ijarah contract mechanism.

In Islamic law, a contract can be declared valid if it meets the requirements and pillars in the formation of a vehicle pawn agreement. In the implementation of the vehicle pawn agreement at the Bima City Branch Sharia Pawnshops, the pillars and conditions have been met, namely rahin (who pawns), murtahin (recipient of the pawn), marhun (pawned goods), marhun bih (loans), and sighat (ijab and qabul).

In the use of the qard contract at the Bima City Branch Sharia Procurement, namely as an introduction to murtahin to provide loans to rahin. Based on the concept of a modern contract, rahn Syariah runs on two Islamic contract transactions. In the qard contract, is used as a contract before the rahn contract and is equipped with an ijarah contract which is the last contract in the pawn transaction, namely as a maintenance fee (Bahari, 2022).



In Islamic law, the use of two contract concepts in transactions is considered not contradictory, because the contract is carried out separately, namely the qard contract as a contract for borrowing money which is then a rahn contract as a contract for the delivery of collateral (Mulyono, Edi, Hidayat Darussalam, 2022). Then regarding the ijarah contract, in the concept of pawning, the combination of contracts in financing products creates costs that must be borne by the customer, including ijarah. The Sharia pawn does not remove the cost but replaces the fee with a saving fee based on an ijarah contract (service)(Indriasari, 2014).

In a pawn transaction, ijarah is defined as a service fee for the maintenance of collateral goods. In practice, the determination of rental fees (ijarah) in vehicle pawn transactions at the Bima City Sharia Pawnshop is broadly by Islamic law and by the MUI Fatwa. The ijarah fee charged in rahn is calculated per 15 days within a 4-month maturity period. Rahn will be given a letter containing the amount of the ijarah tariff that must be paid at maturity or at the time of settlement of the collateral.

At the time of redemption of collateral, the customer is required to check the goods first to avoid any problems regarding the collateral later, this is by Mr. Anwar's statement which states that: "if there is damage to the goods (vehicle) during the storage or custody process, the pawnshop is responsible for in full and informed to the customer in this case when the customer makes payment or before leaving the mortgage, the customer is encouraged to first inspect the vehicle to ensure that the condition of the goods is by the time of the contract".

From the explanation above, it can be concluded that the practice of pawning vehicles at the Bima City Pawnshop has been by the pillars and the rahn contract has been by the Sharia principles applied by the Bima City Pawnshop. This means that all the pillars and terms and procedures that exist in the provisions of Islamic law have been fulfilled in the vehicle pawn at the Bima City branch pawnshop, so in the view of Islamic law, the practice may be used.

The practice of financing vehicle pawns at the Bima City Branch pawnshop uses a double contract ('uqud murakkabah / multi contract/hybrid contract), namely the merger of qard contracts in the context of rahn and ijarah contracts. The qard contract is a type of tabarru' contract that is helpful in nature. Then the ijarah contract is a type of tijarah or mu'awadhah contract that is profitable. Both of these contracts are mutanaqidhah contracts, which means a combination of tabarru' contracts, with tijarah contracts, where the merger of these contracts is prohibited in Islamic law because they have opposite principles. But the qard contract here is only used as a binder to the rahn contract only for merging the ijarah contract.

As for the merging of rahn and ijarah contracts related to ta'alluq, namely where the rahn contract is interdependent with the ijarah contract, the Indonesian National Sharia Council of Ulama allows this practice because the rahn contract and ijarah contract each have a different object. Where the object of the rahn contract is the collateral, while in the ijarah contract, it is the place to rent or the place of maintenance. This contract has been widely applied in various Islamic financial institutions, such as in Islamic banking and Sharia pawnshops because this contract does not contain elements of usury and interest. This is also by the Fatwa of the National Sharia Council No.26/DSN-MUI/III/2002 concerning Gold Rahn (similar to vehicles) stipulating: First, as follows: First, gold Rahn is allowed based on the Rahn principle (see DSN Fatwa No: 25/DSN-MUI/III/2002 on Rahn). Second, the cost and cost of storing goods (marhun) is borne by the pawnbroker (rahn). Third, the cost as referred to in paragraph (2) is based on expenses that are needed. Fourth, the cost of storing goods (marhun) must be determined at the time of the contract as ujroh in the ijarah contract. Second, this fatwa is effective from the date of stipulation, provided that if in the future it turns out that there is an error, it will be amended accordingly (Saputra, 2022).

Based on the provisions of the Indonesian Ulema Council (MUI) above, financial institutions or even Sharia pawnshops that carry out operations of rahn gold or other collateral



in the form of vehicles (cars and motorcycles) must be guided by the fatwa (Lestari, Yuyun Juwita, 2021).

CONCLUSIONS

Based on the results of the above research regarding the review of Sharia economic law on the practice of pawning vehicles at the Bima City Pawnshop, the following conclusions can be drawn: First, the practice of vehicle pawn financing products at the Bima City Pawnshop is relatively easy and practical. The Bima City Branch Pawnshop is considered to have complied with Sharia principles because it does not contain 3 elements that are prohibited in the practice of vehicle pawning such as gharar, maysir, and usury. Because the suitability of the application for pawning vehicles at the Bima City Branch can be seen in three things, namely the pillars, the legal requirements for the pawn, the costs, and the mechanism for the settlement of collateral goods. And the practice of pawning vehicles at the Bima City Pawnshop has been by the National Sharia Council Fatwa No. No.26/DSN-MUI/III/2002 regarding Rahn Gold or similar items such as Vehicles. And regarding the merging of contracts is allowed as long as the object of the contract is different.

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