

IMPLEMENTATION OF RAHN ACADEMIC (SHARIA PAWN) IN SHARIA FINANCIAL INSTITUTIONS

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Abstract

The development of sharia-based products is increasingly prevalent in Indonesia, including pawn shops. Perum pawnshops issued sharia-based products called sharia pawnshops. Basically, sharia-based products have such characteristics, do not collect interest in various forms due to usury, determine money as a medium of exchange not as a commodity traded, and do business to obtain compensation for services and or profit sharing. This research includes the type of literature study by looking for theoretical references that are relevant to cases or problems found. Theoretical references are obtained by means of literature study research and then used as the basic foundation and main tools for analyzing data. The type of data used by the authors in this study is secondary data obtained from journals, books, documentation and the internet. The data that has been obtained is then analyzed using a descriptive analysis method of Islamic Pawnshop or known by the term rahn, in its operation using the Fee Based Income (FBI) or Mudharabah (profit sharing) method. Because customers using UP (UP) have different objectives, for example for consumption, paying school fees or additional working capital, the use of the Mudarabah method has not been used properly. Therefore, pawnshops use the Fee Based Income (FBI) method. the use of the Mudarabah method has not been used properly. Therefore, pawnshops use the Fee Based Income (FBI) method. the use of the Mudarabah method has not been used properly. Therefore, pawnshops use the Fee Based Income (FBI) method.

Keywords: *contracts, rahn, Fee Based Income, Islamic financial institutions*

1. INTRODUCTION

Islamic Shari'at instructs its people to help each other in all matters, one of which can be done by giving or borrowing. In the form of loans, Islamic law safeguards the interests of creditors or people who provide loans so that they are not harmed. Therefore, the creditor is allowed to ask the debtor for goods as collateral for the loan that has been given to him. Pawning has been a habit since ancient times and is well known in customs. Pawn itself has existed since the time of the Prophet Muhammad. and Rasulullah himself has practiced it. Not only during the time of the Prophet, but mortgages are still valid today. This is evidenced by the many institutions that deal with problems in the pawnshop itself, such as Pawnshops and now there is also the emergence of Shariah Pawnshops. In Islam, pawnshops are not prohibited, but must be in accordance with Islamic Shari'a, such as not collecting interest in practice. The issuance of PP 10 on April 1, 1990 can be said to be the first milestone in the revival of Pegadaian. PP10 emphasizes the mission that must be carried out by the pawnshop to prevent usury practices. This mission did not change until the issuance of PP 103/2000 which has been used as the basis for Perum Pegadaian's business activities until now. Many people are of the opinion that the operation of Pawnshops before the MUI Fatwa dated 16 December 2003 concerning Bank Interest, was in accordance with the concept of sharia, although it must be admitted later that there are several aspects that dispel this notion. Thanks to the Grace of Allah SWT and after going through a long study, finally a concept for the

establishment of a Sharia Pawn Service unit was drafted as the first step in establishing a special division that handles sharia business activities (Khaerul Umam, 2013: 356-357)

2. LITERATURE REVIEW

Pawn or al-rahn in language can be interpreted by (al-stubut, al habs) namely determination and detention. The term positive law in Indonesia, rahn, is what is called collateral, collateral, collateral, reserve or reserve, and dependents. Azhar Basyir interprets Rahn (pawning) as the act of making an object of value according to the syara' view as a dependent on money, where the existence of an object that is dependent on the whole or part of the debt is acceptable. In customary law, pawning is defined as surrendering land to receive a sum of money in cash, provided that the seller (pawner) remains entitled to return his land by redeeming it again. Al-rahn is holding one of the borrower's assets for the loan he received. The seized goods have economic value. Therefore, the holding party obtains a guarantee to be able to recover all or part of its receivables. In simple terms, it can be explained that rahn is a kind of debt guarantee or mortgage. The owner of the pawned item is called rahin and the person who lends, namely the person who takes the item and holds it, is called murhatin, while the item being pawned is called rahn. As is the case with institutions labeled sharia, the legal basis for sharia pawnshops also refers to Islamic sharia which originates from the Al Quran and the Hadith of the Prophet SAW. The basis used is the Quran Surah Al Baqarah verse 283; "And if you are on a journey and you do not find a writer, then there should be a dependent held. However, if some of you trust some others, let that trusted person fulfill his trust (his debt) and let him fear Allah, his Lord. And do not hide testimony, because whoever hides it, indeed, his heart is dirty (sin). Allah is All-Knowing of what you do." Hadith

1. Aisha said that the Apostle said: The Messenger of Allah bought food from a Jew and lent him armor. HR Bukhari and Muslim
2. From Abu Hurairah ra the Prophet SAW said: It cannot be separated from the ownership of pawned goods from the owner who pawns them. He gets the benefits and bears the risks. HR Asy'Syafii, al Daraquthni and Ibn Majah
3. The Prophet said: The mortgaged vehicle may be ridden at the cost and the pawned livestock can be milked at the expense. For those who use a vehicle and milk it, it is obligatory to provide care and maintenance costs. HR Jamaah, except Muslim and An Nasai
4. From Abi Hurairah ra Rasulullah said: If there is a livestock pawned, then its back may be mounted (by the person receiving the pawn), because he has paid for (guarding) it. If the livestock is mortgaged, then its heavy milk may be drunk (by the person receiving the pawn) because he has paid for it (maintaining it). For people who go up and drink, then he must pay for his (treatment). HR congregation except Muslim and Nasai-Bukhari (Khaerul Umam, 2013: 358-359)

Fatwa of the National Sharia Council (DSN) No. 25/DSN- MUI/III/2002 which was stipulated on March 28, 2002 by the chairman and secretary of DSN regarding Rahn, stipulates that loans by pawning goods as collateral for debt in the form of Rahn are permitted under the following conditions:

1. The pawnbroker (Murtahin) has the right to hold the collateral (Marhun bih) until all the customer's debts (Rahin) are paid off.
2. Guaranteed goods (Marhun bih) and their benefits remain the property of the customer (Rahin).
3. Maintenance and storage of mortgaged goods is basically the customer's obligation, but can also be carried out by the pawnbroker, while the costs and maintenance of storage remain the responsibility of the customer.

4. The cost of maintaining and storing pawned goods cannot be determined based on the loan amount.
5. Sale of pawn goods
 - a. When it is due, the pawnshop must warn its customers to pay off the debt immediately
 - b. If the customer still does not pay off the debt, then the mortgaged goods are forcibly sold/executed through an auction in accordance with sharia
 - c. The proceeds from the sale of pawned goods are used to pay off the customer's debt, namely to pay off unpaid maintenance and storage costs as well as selling costs.
 - d. The excess proceeds from the sale of pawned goods belong to the customer and the deficiency becomes the customer's obligation (Hendi Suhendi, 2002: 107).

2.1.Purposes and Benefits of Pawnshops

In principle, the nature of the pawnshop business provides services for the benefit of the general public and at the same time cultivates profits based on the principles of good management. Therefore, Perum Pegadaian aims as follows:

1. Participate in carrying out and supporting the implementation of government policies and programs in the field of economy and national development in general through the distribution of financing/loan money on the basis of pawn law.
2. Illegal pawnshops, and other unnatural loans.
3. The use of interest-free mortgages on Islamic pawns has a social safety net effect because people who need urgent funds are no longer subject to interest-based loans/financing.
4. Help people who need loans on easy terms.

The benefits of pawnshops include:

1. For customers: the availability of funds with relatively simpler procedures and in a faster time compared to bank financing/credit. In addition, customers also benefit from a professional appraisal of the value of a movable object.
Obtain safe and trustworthy movable storage facilities.
2. For pawn shops:
 - Income sourced from capital leases paid by borrowers of funds.
 - Income originating from fees paid by customers for obtaining certain services. For Islamic banks that issue Islamic pawn products, they can benefit from the imposition of administration fees and the cost of renting a gold storage area.
 - Implementation of the mission of Perum Pegadaian as a BUMN engaged in the field of financing in the form of providing assistance to people who need funds with relatively simple procedures.
 - Based on PP No. 10 of 1990, the profits earned are used for:
 - 1) Universal development fund (55%)
 - 2) Common reserve (20%)
 - 3) Purpose reserve (5%)
 - 4) Social funds (20%)

2.2.Sharia Pillars, Terms and Conditions:

In carrying out an agreement there are pillars and terms of pledge that must be met. In the language of pillars are those that must be met for the validity of a job. The pillars of rahn are:

- A. People who have a contract, they are two people who have a contract (Rahin) and murtahin (owners of receivables who control the pawn assets as collateral for their debts)

- B. Ma'qud Alahi, namely assets that are collateral as well as debts as rahin loans
- C. Shighat, namely lafadz consisting of consent and qabul from both parties who make pawn transactions

Apart from the pillars of al-rahn, below are several sharia provisions, namely:

1. The perpetrator must be capable of baligh law
2. Mortgaged object (marhun)

a. Pawn goods (marhun)

- Can be sold and the value is equal
- It must be of value and usable
- It must be clear and can be specified specifically
- No related with person other (in ownership matters)

b. Debt (marhun bih), the value of the debt must be clear as well as the due date.

3. Ijab Kabul, is a statement and expression of mutual consent/voluntary between the contracting parties which is done verbally, in writing, through correspondence or using modern means of communication (Sri Nurhayati and Wasilah, 258)

In the ar-rahn contract, there are several conditions that must be met for validity in a pawn agreement, including:

- 1) Two people who have entered into a contract are aware of the contract being implemented, which means they are mature, have reason, and are not crazy.
- 2) the goods should be there when the contract takes place, but it is also permissible to show proof of ownership such as land documents, vehicles, and others. As well as the pledged goods can be held / controlled by murtahin or his representative.

In addition, the pawned item should be an item that has inner value

Islamic view, because it is not legal to pawn illicit goods such as khamr and other liquors.

- 3) rights given by murtahin to rahin when a pawn contract occurs, scholars other than Hanafiyah require that marhunbih should be in the form of debt or goods, and can be paid (returned) and the object belongs to murtahin

2.3. Sharia Procurement Mechanism

The operational mechanism of Pegadaian Syariah can be described as follows: Through a rahn contract, the customer submits movable property and then the Pegadaian stores and maintains it in a place provided by the Pegadaian. The consequences arising from the storage process are the emergence of costs which include the investment value of the storage area, maintenance costs and the entire process of its activities. On this basis, Pegadaian justifies charging rental fees to customers according to the amount agreed by both parties. Pawn transactions according to sharia must fulfill the pillars and conditions. Basically Islamic pawnshops run on two transaction contracts, namely the Rahn contract and the Ijarah contract. The two contracts will be signed at the same time when the customer (rahn) hands over his property. The customer (rahn) returns the debt according to the amount owed. In an ijarah contract, the customer is burdened with paying the ujarah (deposit fee) to the pawnshop.

2.4. Akad Pawn Agreement

Basically, Islamic Pawnshops run on two Sharia transaction contracts, namely:

- 1) Rahn's contract. The Rahn in question is holding the borrower's property as collateral for the loan he has received, the detaining party obtains a guarantee to take back all or part of his receivables. With this agreement, the Pegadaian holds movable property as collateral for the customer's debt.

- 2) Ijarah contract. Namely the contract of transferring usufructuary rights over goods and or services through payment of rental wages, without being followed by the transfer of ownership of the goods themselves. Through this contract, it is possible for the Pegadaian to collect rent for the storage of movable goods owned by customers who have entered into a contract.

3. RESEARCH METHODS

This research is a type of literature study research by looking for theoretical references that are relevant to the cases or problems found. The theoretical references obtained by means of research of literature studies and then used as the basic foundation and main tool for analyzing data. The type of data used by the authors in this study is secondary data obtained from journals, books, documentation and the internet. The data that has been obtained is then analyzed using descriptive analysis methods.

4. RESULTS AND DISCUSSION

In the implementation of the rahn contract in Islamic financial institutions, there are two types, namely the rahn contract used as a derivative product in the form of a mortgage on financing, and the two rahn contracts as the main product, in the form of a pawn.

4.1. Rahn Contract as a Derivative Product (Financing Guarantee)

The assets that are pledged as collateral are called al-marhun (which are pledged as collateral). The collateral assets must be handed over by ar-rahin to al-murtahin at the time the rahn contract is held. With the handover, the collateral will be under the authority of al-murtahin. If the collateral assets include movable assets such as TVs and electronic goods, jewelry, and the like, then the handover is by releasing the collateral items to the collateral recipient (al-murtahin). It could also be something handed over from the property, which signifies the transfer of power over the property to al-Murtahin, if the property is immovable, such as a house, land and others. The collateral assets must be assets that are syar'i permissible and legal to sell. Therefore, it is not permissible to use khamr, statues, pigs and so on as collateral. Stolen and gasab assets also may not be used as collateral. Likewise, assets that do not or do not belong to ar-rahin because of the Messenger of Allah. has forbidden to sell something that is not or does not belong to us. In a credit sale-purchase contract, goods purchased with credit may not be used as collateral. However, what must be used as collateral is other goods, besides the goods purchased (al-mabî') earlier. The ar-rahin (collateral) contract is tawtsîq bi ad-dayn, that is, so that al-murtahin believes to give a debt (loan) or deal in cash with ar-râhin. Of course this is done at the time of the debt (loan) contract or credit muamalah. If the debt has been given and muamalah credit has been done, then ar-rahin is done, then it no longer fulfills the meaning of tawtsîq. Thus, ar-rahin in this condition syar'i has no meaning anymore.

4.2. Utilization of al-marhun by al-Murtahin

After the handover, the collateral is under the control of al-murtahin. However, that does not mean that al-murtahin may use the collateral assets. This is because the collateral is only tawtsîq, while the benefits, according to the hadith above, remain the right of the owner, namely ar-râhin. Therefore, ar-râhin has the right to use the land he pledged as collateral; he also has the right to lease the collateral, for example renting the house or vehicle that he pledges, either to another person or to al-murtahin, of course with the condition that it does not reduce the benefits of the collateralized item (al-marhun). He may also donate the benefits of the item, or allow other people to make use of it, whether that person is an al-murtahin (the one receiving the collateral) or not. It's just that the law on the use of goods by al-Murtahin is different from that of other people. If the ar-rahin contract is for debt in the form of al-qardh, that is debt that must be paid with the same type

and nature, not the value. For example, a loan of 50 million rupiah, or 1 ton of rice (of a certain type), or 3 meters of cloth (of a certain type). The returns must be the same, namely 50 million rupiah, or 1 ton of rice and 3 meters of cloth of the same type. 6 In the case of this qardh type of debt, al-murtahin may not use any collateral items, because that is an additional benefit to the qardh. These additions include usury and are unlawful. If the ar-rahn is for a debt contract in the form of dayn, that is, debt for goods that have no equivalent and cannot be found for, such as animals, firewood, property and similar items that can only be calculated based on their value, 8 then al-murtahin may use the goods the collateral with permission from ar-râhin. This is because the benefits of the collateral will still belong to ar-rahin. There is no text that prohibits this because there is no text that excludes al-Murtahin from this ability.

The provisions above apply, if the use of the collateral is not accompanied by compensation. However, if accompanied by compensation, such as ar-rahin leasing the collateral to al-murtahin, then al-murtahin may use it both in the al-qardh and dayn contracts. Because he used it not because of its status as al-qardhu's collateral but because he rented it from ar-rahin. With the provisions, the rent is not awarded by ar-rahin to al-murtahin. However, if the lease is awarded, then the status is the same as utilization without compensation, so it is still not permissible in the alqardh case, and vice versa it is permissible in the dayn case. (Abdurrahman and Hafidz Abdurrahman)

4.3. Privileges of Sharia Pawning

Below are some of the features of sharia pawnshops, namely:

1. The process is fast, namely customers can get the loan they need in a relatively fast time, the administrative process, and the appraisal is only 15 minutes.
2. The method is easy, namely simply by bringing the marhun to be pawned with proof of ownership, as well as attaching proof of identity. No need to open an account or other troublesome ways.
3. Security guarantees for goods, namely Islamic Pawnshops will provide security guarantees for goods submitted with safety standards that have been tested and insured.
4. Optimum loans, namely giving marhun bih up to 90% of the estimated value of the goods. Thus, rahin is not harmed by the ratio between the estimated marhun and marhun bih. This means that each item has a reasonable economic value.
5. The term of the loan, namely rahin or the customer may take advantage of the loan for a period of up to 4 months.
6. Source of funding, the source of funding for Pegadaian Syariah comes from 100% of Islamic Banks from Bank Muamalat Indonesia, so that sharia purity is guaranteed (Khaerul Umam, 363-364)

4.4. Differences between Islamic Pawnshops and Conventional Pawnshops

Sharia pawnshops do not emphasize giving interest on pawned goods. Even without interest, sharia pawnshops still benefit, namely by imposing maintenance costs on the pawned goods. The fee is calculated from the value of the goods, not from the loan amount. Whereas in conventional pawnshops, the fee that must be paid is the amount that is lent. In addition, below there is a table that distinguishes between sharia pawnshops and conventional pawnshops, namely as follows:

NO	SHARIA PAWNTOWN	CONVENTIONAL PROCUREMENT
1.	Administrative costs according to the provisions based on the class of goods	Administrative costs according to the percentage based on the class of goods
2.	Deposit services based on estimated value	Rent capital based on loans

3.	When long return exceed agreement, the goods are sold to the public	If the return time exceeds the agreement, the goods are auctioned off to the public.
4.	Loan money 90% of the estimated value	Class A loans: 90% of the estimate, Groups B, C, and D: 86% - 88% of the estimated value
5.	Savings services are calculated by the constant X	Rent capital is calculated based on X percentage
	estimate	borrowed money
6.	Maximum term of 4 months	Maximum period of 3 months
7.	Excess money = sales proceeds – (money loans + safekeeping services + sales fees)	Excess money = auction results – (borrowed money + capital rent + auction fee)
8.	If the excess money within one year is not collected by the owner of the goods, it will be handed over to the ZIS institution	If the excess money within one year is not taken by the owner of the goods, then it belongs to the pawn shop (Abdul Ghofur Ansori, 2006: 120-121)

5. CONCLUSION

Based on the description of the discussion above, it can be concluded that Pledge is one of the categories of debt agreements, in which for a trust from the debtor, the debtor pawns the goods as collateral for the debt. Based on the legal basis above, it can be said that Pawning in Islam is permissible and not prohibited in Islam. As a legal basis contained in the Qur'an, Hadith and Ijma'. Rahn is not only used in general pawnshop companies, but also this rahn practice has been implemented or applied in Islamic banking, but not as a main product but as a complement.

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