

Implementation of the Gold Pawn at Sharia Bank and Sharia Pawnshop: Analysis Based on Abu Syuja's Perspective

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Abstract

Pawn gold is a financial service product that is an alternative for the public to get funds. For a Muslim, a good gold pawn is sharia-compliant where this is possible in Islamic financial institutions. This study aims to determine the implementation of pawning gold in Islamic Banks and Sharia Pawnshops based on Abu Syuja's perspective as stated in his work, namely Matan Ghayah wa Taqrib (Kitab Fathul Qarib). This study uses a qualitative approach, with field data and literature analysis as supporting data. The primary data used in this study is data that describes the practice of pawning Islamic gold in Islamic banks and Islamic pawnshops. The secondary data used is derived from various theoretical literatures and previous research that is used to support the analysis of this research study. The results of the study indicate that the implementation of the gold pawn in Islamic banks and Islamic pawnshops is based on the rahn contract as one of the foundations of the contract. There has been a match between the implementation of the gold pawn in Islamic banks and the sharia pawnshop with the pillars and conditions of rahn according to Abu Syuja's perspective. In gold pawning, rahin is a customer who pawns his gold to obtain a certain amount of funds. Murtahin is a Sharia Bank or Sharia Pawnshop. Marhun is gold in the form of gold bars, jewelry, and dinar coins. Marhun bih is the amount of funds obtained by rahin from the murtahin. The ijab qabul is a contract agreement that marks the occurrence of a gold pawn transaction between rahin and murtahin. All the pillars of the pawn exist and have been fulfilled in the implementation of the gold pawn in the Islamic Bank and in the Sharia Pawnshop.

Keywords : Pawn Gold, Islamic Bank, Sharia Pawnshop, Abu Syuja'

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1. INTRODUCTION

Financing using the pawn concept is carefully prepared with the hope that the community can play an active role by joining as a sharia pawnshop customer or sharia bank that has pawn products. Pawn contracts (*rahn*) are the main principle of financing in sharia pawnshops and sharia banking, with the principle of *ijarah* contracts or rental fees where collateral is a way to take profits. This principle is considered not to contain elements of usury, so it is hoped that many people will be interested in financing mortgages at Islamic pawnshops and Islamic banks (Maulidizen, 2016).

The *ijarah* contract, which is a contract after the *qard* contract in sharia pawning, is a matter of imposition of money/capital rental fees. Concerns

about the implementation of two contracts in sharia pawn transactions are considered not contrary to the prohibition of two contracts in one transaction, because the contract is carried out separately in the sense of a *qard* contract as a contract for borrowing money which is then an *ijarah* contract as a contract for renting a place for collateral. The principle of *ijarah* is used as the basis for the development of pawn products, as in Sharia Pawnshops. Applications in Islamic financial institutions, especially pawnshops, are the main product. Meanwhile, the Islamic pawn bank as a complementary product to customers who need financing, where in Islamic financial institutions not only looking for profit, it contains elements that are not in line with Islam (Pratiwi, 2019).

The validity of the application of modern Islamic economics in terms of the perspective of classical *fiqh* is not entirely applicable in the context of time and place, this can be seen from the extent to which it is compatible with contracts that build and avoid the prohibition of Islamic law, the elastic and flexible nature of the economy in accordance with the nature of sharia who can adapt to changing times with various methods of *ijtihad*. Adequate legal instruments, it is hoped that there will be a balance between rights and obligations so that proportional economic justice is created (Supriyadi, 2021).

The implementation of gold pawning in Islamic financial institutions in its development is in great demand by the public, but in its implementation there are still many concerns regarding compliance with sharia economic principles. there have been many studies that discuss this gold pawn. Research conducted by Mela Tiyas Wijayanti with the title "Implementation of Pawnshop Sharia Management in Pawning Gold". This study aims to examine the Islamic Pawnshop management in building consumer trust for pawning gold. The results of the study indicate that the Sharia management at Pegadaian has been running in increasing consumer confidence for pawning gold. This is proven by the increasing number of consumers for gold pawns every month (Wijayanti, 2020).

Nila Pratiwi's research entitled "Implementation of Gold Pawn Financing at BRI Syariah". The problem in this research is how to implement the gold pawn contract at BRI Syariah Padang. The aim of this research is to identify and analyze the implementation of the gold pawn contract at BRI Syariah Padang. The results of this study, BRI Syariah Padang continues to improve its performance based on the Fatwa of the Sharia Council No.25/DSN-MUI/III/2002 and the fatwa of the National Sharia Council of MUI No.26/DSN-MUI/III/2002 on gold pawning. The results of the study show evidence that gold pawn products at BRI Syariah Padang are increasingly accepted and are in demand by the people of the city of Padang (Pratiwi, 2016).

Laily Nurhayati and Radjab Djamali's research with the title "Conventional and Sharia Gold Pawn Financing". This research is a comparative study between the implementation of pawning gold in conventional pawnshops with Islamic financial institutions (Islamic banks and Islamic pawnshops). The additional calculation or gold pawn interest in

conventional pawnshops is based on the amount of the loan or debt multiplied by the interest percentage multiplied by the length of time or period. While the calculation of gold pawn financing at Islamic pawnshops and Islamic banks/business units is based on the estimated value (gold guarantee) times the *ujrah* fee times the period. The results obtained for the amount of financing (loans) that are the same nominal but smaller in repayment are calculated using sharia principles. However, the number of sharia gold pawn debtors is still relatively small compared to conventional gold pawn debtors (Nurhayati & Djamali, 2016).

In classical *fiqh* related to the procedure for implementing pawns, there have been many discussions and one of the figures who discussed it was Abu Syuja 'Al-Asfahani, who is famous for the thoughts of Imam Shafi'i. Abu Syuja 'Al-Asfahani, a famous *ulama* who really cares about the problems faced by Muslims, his thoughts are very much needed. Likewise in opinion on *muamalah* issues. One of his phenomenal works is Kitab Al-Ghayah wa At-Taqrir where there are many discussions of *fiqh* issues, including discussing *fiqh muamalah* related to pawning (Jamhur, 2014). So it becomes interesting to discuss the practice of pawning in Islamic financial institutions in the perspective of Abu Syuja 'Al-Asfahani.

2. LITERATURE REVIEW

2.1. Definition of Sharia Pawn

Pawn in *fiqh* is known as *rahn*. Linguistically, *ats-tsubut wa ad-dawam* means permanent and long. It can also mean to hold back. *Rahn* has the same word as *al-habsu*, which means payment for goods. The word has a material meaning. Linguistically, these two terms mean to stipulate material goods as collateral for debts (Nursyamsu, 2016).

In terms, *rahn* is holding an asset owned by a debtor as a guarantee for his debt, the goods used as collateral must be goods of economic value. Another definition, *rahn* is to make a valuable item in the perspective of sharia as a guarantee for debt. Then, there are those who say that *rahn* is a valuable item that is held by the creditor as collateral for someone's debt until the person pays his debt. Next, *rahn* can also be defined as goods that are used as collateral in debt-receivable transactions, so that the party providing the debt can sell the goods if the debtor does not pay off his debt (Luluk & Mohammad, 2018).

According to the Book of Fath Al-Qarib, it is stated that: *Rahn* (pawn) literally means fixed. By *syara'* is to make valuable objects as collateral for debt that will be used to pay off the debt when it is difficult to pay off. *Rahn* cannot be valid except with *ijab* (offer) and *qabul* (approval). The conditions for each of the *rahin* (person who pawns) and *murtahin* (person who receives the pawn), are to be absolute *tasharruf* (fit to enter into the contract).

The limitation of *marhun* (goods that are pawned) is anything that can be sold, so it is permissible to pawn it as collateral for debt when the debt is already under responsibility. It is not legal to provide collateral for borrowed goods and the like. The pawned goods are allowed to be withdrawn by *rahin* as long as the *murtahin* (the pawnee) has not received it. If the pawned goods have been received by *murtahin* from the *rahin* person or his legal representative to hand it over, then the pledge agreement is fixed and it is not permissible for the *rahin* to withdraw it.

Rahn is enforced on the basis of trust. Therefore, the *murtahin* is not obliged to replace/bear the mortgaged goods unless he is careless in guarding them. And no part of the debt is lost/reduced due to damage to the mortgaged goods. If the *murtahin* admits that his mortgage is damaged, and he does not mention the cause of the damage, then he is justified by taking an oath. Thus, if he mentions the obvious cause of the damage, his confession will not be accepted unless accompanied by a witness. If the *murtahin* admits that he has returned the mortgaged goods to *rahin*, then his confession will not be accepted unless accompanied by a witness. When the *murtahin* has received some of his rights which are dependent on *rahin*, then no part of the pawned goods is released unless the *murtahin* has received all of them, meaning all the rights that are borne by *rahin* (Hamim, 2014).

2.2. Pawning Pillars

The pillars of the pawn as mentioned in Fath Al-Qarib include: 1) *Rahin*; Parties who have dependents on debt and submit guarantees to *murtahin*; 2) *Murtahin*; The owner of the receivables and the recipient of the guarantee from *rahin*; 3) *Marhun*; Goods that are pawned as collateral for debts; 4) *Marhun bih*; The right of *murtahin* is in the form of debt that is borne by *rahin* which is guaranteed by *marhun*; 5) *Sighat* (transaction language); includes *ijab* (offer) and *qabul* (approval) (Amin et al., 2016).

2.3. Gold Pawn

Sharia gold pawning is a financing product on the basis of collateral in the form of gold in the form of bars, jewelry, and gold coins as an alternative to obtain funds quickly, safely and easily. Fast for the customer (*rahin*) to get loan funds without a long procedure compared to other financing products. It is safe from financial institutions (*murtahin*), because it has collateral, namely gold which is of high value and is relatively stable and even tends to increase in value. Easy means that the customer can return to have the gold he pawned by returning a certain amount of money borrowed from a financial institution. While it is easy from the financial institution, that is, when the customer is unable to repay the loan (debt), the financial institution can easily sell it (Romadhan & Rois, 2018).

The principles used in Islamic gold pawning in financial institutions, both in Islamic banks and in Islamic pawnshops, are no different from the principles of pawning in general. Starting from requirements, administrative costs, maintenance/storage costs, to the mechanism for selling pawned goods when the pawning party cannot pay off the debt. The gold pawn has its own privileges compared to the object of the pawn in the form of other goods. Gold is a precious metal that has high value and the price is relatively stable and even always shows an upward trend every year. Gold is also an item or treasure that can be easily owned by everyone, for example gold in the form of jewelry. When someone needs cash, then he can easily pawn his gold to financial institutions such as Islamic banks or Islamic pawnshops. After he can pay off his debt, he can have his gold back. That is, a person can easily get cash without having to sell the gold or jewelry he owns (Setiawan, 2015).

3. RESEARCH METHODS

In general, this study uses a qualitative (naturalistic) approach, with field data and literature analysis as supporting data. The primary data used in this study is data that describes the practice and operation of sharia pawn contracts in Islamic banks and sharia pawnshops which are then viewed from the perspective of the scope of the contract in the book of Taqrib Abu Syuja '. This study also refers to secondary data from various literatures that explain the implementation of sharia pawn contracts in Islamic banks and Islamic pawnshops. The secondary materials used include the works of contemporary *fiqh*

academics, theoretical literature and business ethics, financial management books, journals, research papers, and data from the internet which are also used to support the analysis of this research study.

Data from original sources were evaluated descriptively qualitatively to obtain information. Information from various reference sources is used to find the phenomena that occur which are then formulated in the elaboration of secondary references. Theoretical studies were collected using a comparative approach and literature study methods. The research method adopted in this study takes a dichotomous approach to understanding the phenomenon of pawn contracts in Islamic financial institutions. Furthermore, the *fiqh* approach is based on the Taqrib literature.

Descriptive analysis method is used to obtain a correct picture of the contract based on Islamic law regarding pawning and its implementation in Islamic financial institutions, especially in Islamic banks and Islamic pawnshops, by providing a systematic, actual, and accurate picture. Then there is the concept of analysis using the method of content analysis (content analysis). This analytical model is built using a comparative method, where one category is compared to another. The analysis is divided into various stages, the first is the formulation of certain hypotheses and criteria based on secondary sources, referred to as the first category. The next step is to conduct an inductive comparison of the second category (derived from primary sources) with the first category to determine whether certain criteria and benchmarks in this study have been met.

4. RESULTS AND DISCUSSION

4.1. Biography of Abu Syuja'

His full name is Ahmad bin al Husen bin Ahmad al Asfahany, he is also known as Al Qadhi Abu Syuja'. He is a scholar who is not afraid to guard the truth and is not afraid of being insulted by others in upholding justice, so he was given the title Abu Syuja'. Abu Thayyib, which means "Father of Justification," is another name (LBM MUDI, 2013). Abu Syuja' is a Syafi'i scholar of *fiqh* who published the work of Matan al Ghayah wa Taqrib, also known as Matan Taqrib. This book is part of the compulsory curriculum of the Shafi'i school of jurisprudence teaching for new students. This Matan is a physically small and concise book, but still comprehensive (Hamim & Huda, 2017).

According to the book of Haji Khalifa Kasyf azh-Zhunun and the book of Tajuddin As-Tabaqat Syafi'iyyah Subki, Abu Syuja' was born in Basrah between the years 433 H/1041 AD and 434 H/1042 AD (Budi, 2020). However, historians disagree about the year of his birth. In the book Mu'jam Safar, one of his students, Imam Ahmad bin Muhammad Abu Tahir as-Silafy, said that he once asked Abu Syuja, "about the year of his birth". Abu Syuja' replied that he was born in Basra, in the year 434 H. When discussing the land of 'Abbadan, Imam Yaqut bin Abdullah al-Hamawi referred to this fact also in his book Mu'jam Buldan. Another opinion states, it is said that Abu Syuja' was born in 533 H/1138 AD, as according to Zarlaki in the book al-A'lam. It is possible that Zarlaki's description of Abu Syuja' in al-A'lam contains a typo. Maybe Abu Syuja' was born in 433 H or 434 H (LBM MUDI, 2013).

According to the writings of Hasyiyah Imam Al Bujairami and Imam Al Baijuri, Abu Syuja' was given a long life of up to 160 years. Despite his advanced age, his body remained as strong as a youth's. "I have never disobeyed Allah with my limbs," he said when asked about his health. "When I was a child, I protected my limbs from disobedience, and Allah took care of them when I grew up." Abu Syuja died in Medina in 593 H/1196 AD, not 488 H/1095 AD as many people believe. Because mentioning the year 488 AH is considered absurd, considering that he died at the old age of 160 years. As Imam Al Baijuri pointed out in his Hasyiyah. Another report claims that in 488 AH Abu Syuja' isolated himself from the bustle of the world until he died. Abu Syuja was buried in the Prophet's Mosque, near Bab Jibril, with his head only a few meters from the Prophet's Chamber (Mathlulanwar, 2018).

Abu Syuja is a scholar who is pious, religious, and knowledgeable. His personality and knowledge qualify him for the position of qadhi (judge). Abu Syuja 'always decides the law correctly and according to religious teachings as long as he is qadhi. Abu Syuja was also a very compassionate and generous person. He loves to donate to those in need (Budi, 2020).

For 40 years, Abu Syuja' studied and taught the jurisprudence of the Imam Shafi'i school in Basrah. The book Syarh al Iqna li Qadhi al Qudhat Abi al Hasan al Mawardi is one of the works attributed to him. In addition, Abu Syuja's good name cannot be separated from his work, namely Matan al Ghayah wa Taqrib or Matan Taqrib, a short book of *fiqh* that

examines the *fiqh* of the Imam Asy Shafi'i school of thought. Abu Syuja' is not considered a scholar who publishes works regularly. On the other hand, his *fiqh* works are widely enjoyed among scholars and students throughout the Islamic world (Budi, 2020).

Abu Syuja' was inspired to write *Matan al Ghoyah wa Taqrib* in his *muqoddimah* after several of his friends urged him to give a brief explanation of Asy Shafi'i *fiqh* that is easy to understand. *Matan* is easy to understand in terms of language. The language is simple to understand. Al Malibari's *Matan Qurrotul al 'Ain* is easier to understand. The systematics are similar to that of Mukhtashor al Muzani, which begins with the *thaharoh* chapter and ends with the chapter on freedom of *ummul walad*. Allah SWT. make this book valuable, according to Al Khothib Asy Syirbini, because of Allah SWT. know the sincerity of the purpose. The Shafi'iyah scholars are very interested in this work (Muafa, 2017).

4.2. Implementation of the Gold Pawn in Islamic Banking

Pawn gold in Islamic Banks is a product that offers funds to customers in the form of loans with gold collateral. Gold bullion, gold jewelery and dinar coins ranging from 16 to 24 carats can all be used as collateral in a pawn. Gold pawns are often chosen because the disbursement process is fast, and the terms and processes are easy. As a result, the community and many micro, small and medium enterprises use this product as a means of obtaining funds (Budiman & Astuti, 2020).

The period of implementation of gold pawning at Islamic Banks is four months or 120 days, and can be extended again for a period of 15 days *ujrah* at the end of each pawn period. If the customer is unable to pay the debt after 15 days from the due date, the gold used as collateral will be sold. Thus, the customer must notify the bank regarding the action to be taken on the gold pawn before the 15-day *ujrah* period expires, whether it will be replaced or extended. The amount of the *ujrah* is in accordance with the grace period given by Islamic banks to gold pawn customers to pay off their loans at the maturity date of pawn payments. *Rahn* contract is a contract used in Islamic banks to pawn gold. However, due to its nature which is also a financing product, customers and Islamic banks enter into *qardh* contracts, namely contracts based on borrowing and borrowing. Meanwhile, Financing to Value (FTV) is set at 80% of the gold value, with a

maximum financing ceiling for Islamic Banks of 250 million rupiah (Fatonah, 2019).

According to the National Sharia Council, in the pillars of pawn there must be *murtahin* (pawnshop), *rahin* (pawnshop), and *marhun* (goods that are pawned) so that a pawn becomes lawful. The condition of the *rahin* and *marhun* has been slightly changed; To become a *rahin* in pawning gold at a Sharia Bank, the requirements include being an Indonesian citizen, must be 21 years old, have an account at the Sharia Bank concerned, and have a TIN (NPWP). Meanwhile, the gold bullion issued/produced by PT Aneka Tambang is gold that is used as *marhun* because its purity and authenticity are guaranteed. Sharia Banks stipulate a period of four months in each pawn arrangement, which can be extended twice, and the loan amount is Rp. 250 million, or at most 80% of the average selling price of 100 grams of gold, in lending (Nawawi, 2017).

Islamic banks, acting as *murtahin*, have the right to hold gold bullion and are forced to make loans in exchange for the storage of commodities. In accordance with the provisions stipulated in the DSN Fatwa, Islamic Banks as *murtahin* only have the right to detain them, not to take advantage of the pawned goods. Meanwhile, the practice of pawning gold in Islamic banks usually uses a pawn certificate with a *qardh* or borrowing contract, which also contains provisions and rights and obligations for both parties for the existence of a pawn contract (Muin et al., 2019).

In a pawn contract at a Sharia bank, a *marhun* (gold) maintenance fee applies. Gold treatment costs at Islamic banks. This fee is a maintenance fee (*ujrah* fee) determined by the Islamic Bank, and is a consequence of the gold pawn agreement between the customer and the bank. The provision of guarantees for guaranteed gold is an advantage of gold pawning carried out at Islamic Commercial Banks. This is at the same time an insurance used to transfer risk to a third party (insurance company), so that if the gold that is used as collateral in the gold pawn at the Islamic Bank is lost or damaged, it becomes the responsibility of the third party as the recipient of the risk given by the Islamic Bank (Muin et al., 2019).

When the customer is unable to pay his obligations by the due date, the pawned assets are sold as a last resort. The sale of pawned goods at Islamic banks can be carried out after the customer is notified of the business of selling the goods, as well as the due

date for payment of the customer's debt to the bank. The sale of pawned goods at Islamic Commercial Banks can take one of two forms. First, the customer sells it himself at a gold shop that already has a good working relationship with the concerned Islamic Bank. The second option is to sell it through a Sharia Bank through a negotiation process facilitated by the bank. If there is an excess of the proceeds from the sale of the pawned goods, it will be returned to the customer; however, if the sale has been completed but the proceeds are still lacking, the customer will be responsible for covering the cost of the shortfall. The basis of this is that in the pawn agreement, *Murtahin* has the authority to force *Rahin* to pay his debts when they fall due. This becomes a reference for Islamic Banks to take action when the return is due; Usually, the bank notifies the customer before the due date, and the customer then has the option of repaying, extending, or not being able to repay the loan (Riani, 2019).

If the customer does not pay or is unable to pay off his obligations after two weeks from the due date, the *murtahin* of the contract is obliged to sell/execute the debt through a sharia auction. The proceeds of the sale are then used to pay off customer debts; if there is an excess, the excess becomes the right of the customer; If there is a shortage, it is the customer's responsibility to pay for it. Islamic banks sometimes sell *marhun* to gold shops directly rather than through public auctions according to sharia, and continue to notify customers of the sale date. Customers have the option of transacting directly with the gold shop or submitting sales transactions to the bank. The bank does not choose the auction method because it will charge the customer. In addition, selling directly to a gold shop saves time because the process is fast; this is something Islamic banks consider when dealing with overdue mortgages (Riani, 2019).

4.3. Implementation of the Gold Pawn at the Sharia Pawnshop

Gold pawn transactions in the form of *rahn* financing contracts are contracts where one of the customer's assets (*rahin*) is used as collateral (*marhun*), namely gold, either in the form of precious metals or jewelry. Pegadaian Syariah is the creditor, and the customer (*rahin*) is the debtor in this situation (Surahman & Adam, 2018). The amount of loan funds provided by Pegadaian Syariah to customers (*rahin*) in gold pawn transactions is determined by agreement

between the *murtahin* and *rahin*, which relates to the estimated amount and calculation of the maximum *marhun bih* (funds obtained from the proceeds of pawning) for products pawned by *rahin* in Sharia Pawnshop (Arispen et al., 2016).

Furthermore, the contract between the customer (*rahin*) and the Sharia Pawnshop (*murtahin*) includes administrative costs (*mu'nah akad*), capital rental costs, and costs incurred at the time of the contract, where the nominal administrative costs (*mu'nah akad*) and rental costs (*ijarah*) is determined based on the number of customer loans (per class). In addition to the loan money and contract fees, the Sharia Pawnshop and the customer (*rahin*) agree on a financing period of no more than four months, and if it exceeds the Sharia Pegadaian period, the customer must extend it with proof of *rahn* (SBR) at the Sharia Pawnshop. If the customer cannot provide proof of *rahn* (SBR), then the Sharia Pawnshop has the authority to auction the collateral goods according to sharia law (Adawiyah et al., 2018).

The mechanism for submitting a *rahn* financing contract on gold pawn transactions at Sharia Pawnshops includes the following stages (Hidayat & Zulhelmy, 2020):

- a. The customer (*Rahin*) comes to the Sharia Pawnshop by bringing the original KTP / photocopy of the customer's and goods that will be used as collateral for loan funds in the form of bagged goods (gold or precious metals)
- b. The customer (*Rahin*) fills out the *Rahn* application form that has been provided by the Sharia Pawnshop
- c. The customer submits the *Rahn* application form, original KTP along with collateral (*Marhun*) to the appraiser
- d. The appraiser copies the customer's ID card on the *Rahn* application form
- e. The estimator will weigh the gold and test the gold or precious metal using the EK (Yellow Gold) test needle and the EM (Red Gold) test needle to determine the amount of gold or metal belonging to *rahin*
- f. The estimator will determine the estimated amount and loan funds (*Marhun bih*) for the goods pledged as collateral by *Rahin*
- g. The estimator will inform the amount of the loan funds (*Marhun bih*) to the customer (*Rahin*) then an agreement occurs between *murtahin* and *rahin*

on the amount of the loan funds then the estimator submits the original KTP to *rahin*

- h. The appraiser will input customer identity data (*rahin*) according to the *rahn* application form on Passion Syariah then print the *Rahn* Proof (SBR)
- i. The appraiser as the estimate breaker will sign the *Rahn* Proof (SBR) as a condition of the validity of the *Rahn* Proof (SBR) and submit it to the cashier
- j. The cashier provides the *Rahn* Proof (SBR) to be signed by the customer (*Rahin*) as proof of the contract agreement
- k. The cashier submits *Rahn*'s Proof (SBR) along with a receipt for disbursement of loan funds (*Marhun bih*)
- l. The cashier will disburse the loan funds according to the nominal amount stated on the *Rahn* Proof (SBR) and have been deducted by administrative costs (*mu'nah akad*) to the customer (*Rahin*)
- m. The collateral (*Marhun*) belonging to the customer (*Rahin*) will be stored in the warehouse by the collateral manager.

For the payment mechanism for *rahn* financing in gold pawn transactions at Sharia pawnshops, namely (Hidayat & Zulhelmy, 2020):

- a. The customer (*Rahin*) comes to the Sharia Pawnshop by bringing the customer's original KTP, *Rahn* Proof (SBR) and the money or funds used to pay off *Rahn*'s financing in the gold pawn transaction consisting of loan funds (*Marhun bih*) and Guaranteed Goods Maintenance Fee (Mu). 'now)
- b. The customer submits the original/photocopy of the KTP and *Rahn* Proof (SBR) to the cashier
- c. The cashier inputs customer data (*Rahin*) on Passion Syariah
- d. The customer pays the loan funds (*Marhun bih*) along with the cost of maintaining the collateral to the cashier
- e. The cashier prints proof of payment of *Rahn*'s financing in the gold pawn transaction and gives it to the customer (*Rahin*)
- f. The cashier gives the *Rahn* Proof (SBR) to the collateral manager to take the collateral to the storage warehouse
- g. The collateral manager asks for proof of payment of *Rahn*'s financing in the gold pawn transaction and provides a stamp on the proof of payment as a sign that the goods have been taken by the customer

- h. The manager will provide collateral (*Marhun*) along with proof of payment to the customer (*Rahin*)

4.4. Implementation of the Gold Pawn in Islamic Banks from Abu Syuja's Perspective

Regarding the pillars of pawning in the form of *rahin* (the party who has dependents/pawned goods) and *murtahin* (the owner of the receivables and the recipient of the guarantee from *rahin*), those who act as *rahin* in the implementation of gold pawning in Islamic Banks are bank customers who pawn the bank. As for acting as *murtahin* is the Islamic Bank itself. This is in line with Abu Syuja's thinking which states that the pawn will be valid if both parties exist.

Regarding the pillars of pawning in the form of *marhun* (goods that are used as objects for pawning), gold pawning in Islamic banks is a product in the form of providing funds to customers in the form of loans by providing guarantees in the form of gold. Gold that is used as collateral in pawning at Sharia Banks can be in the form of gold bars or gold jewelry. This can be said to be in accordance with the opinion of Abu Syuja' which states that all goods that have use value can be pawned or can be used as collateral for debts which in this context, including gold jewelry.

Regarding the pillars of pawning in the form of *murtahin* rights in the form of debts that are dependents of *rahin* which are guaranteed by *marhun* (*marhun bih*), the implementation of gold pawning in Islamic banks has fulfilled these pillars as Abu Syuja' thought. This is because Islamic banks (*murtahin*) have given *marhun bih* to customers (*rahin*) with a clear contract in the implementation of the gold pawn that does not conflict with sharia principles.

Implementation of the Gold Pawn at the Sharia Pawnshop from Abu Syuja's Perspective

Regarding the pillars of pawning in the form of *rahin* (the party who has dependents/pawned goods) and *murtahin* (the owner of the receivables and the recipient of the guarantee from *rahin*), who act as *rahin* in the implementation of the gold pawn at the Sharia Pawnshop are the bank customers who pawn the bank. The one who acts as a *murtahin* is the Sharia Pawnshop itself. This is in line with Abu Syuja's thinking which states that the pawn will be valid if both parties exist.

Regarding the pillars of pawning in the form of *marhun* (goods that are used as objects for pawning), gold pawning at Sharia Pawnshops is a product in the

form of providing funds to customers in the form of loans by providing guarantees in the form of gold. The gold that is used as collateral in the pawn at the Sharia Pawnshop can be in the form of gold bars or gold jewelry. This can be said to be in accordance with the opinion of Abu Syuja' which states that all goods that have use value can be pawned or can be used as collateral for debts which in this context, including gold jewelry.

Regarding the pillars of pawning in the form of *murtahin* rights in the form of debts that are dependents of *rahin* which are guaranteed by *marhun* (*marhun bih*), the implementation of gold pawning at the Sharia Pawnshop has fulfilled these pillars as Abu Syuja' thought. This is because the Sharia Pawnshop (*murtahin*) has given *marhun bih* to customers (*rahin*) with a clear contract in the implementation of the gold pawn which does not conflict with sharia principles.

5. CONCLUSION

Rahin in gold pawning in Islamic banks and sharia pawnshops is that customers are required to meet and complete certain conditions which are substantially in accordance with the requirements of *rahin*. The *murtahin* in the gold pawn are Islamic Banks and Sharia Pawnshops which in substance also meet the requirements as *murtahin*. *Marhun* in gold pawning at Islamic Banks and Sharia Pawnshops is in the form of gold bars, gold jewelry, and gold coins (dinars). The *marhun* required in Abu Syuja's view is every item that has a selling value, not just gold. However, because the context discussed in this study is a gold pawn, the pillars and conditions of the *marhun* can be said to be fulfilled. Especially considering that gold is a very liquid commodity (easy to cash) and its value tends to stay the same and even increase. *Marhun bih* in gold pawning at Sharia Banks and Sharia Pawnshops are funds provided by Sharia Banks and Sharia Pawnshops to customers who perform pawn transactions.

The implementation of pawning gold at Islamic Banks and Sharia Pawnshops can be said to have been in accordance with Abu Syuja's thinking when viewed from the fulfillment of the terms and pillars. As explained in the book Fathul Qarib, the pillars of pawning include the existence of *rahin* (people who pawn goods), *murtahin* (people who receive pawns), *marhun* (goods that are used as objects for pawning), *marhun bih* (funds received by *rahin* for pawning), and contract or *sighat* (*ijab qabul*). All the pillars of

the pawn exist and have been fulfilled in the implementation of the gold pawn in Islamic banks and in Islamic pawnshops.

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