

# Implementation of the Rahn and Qardh Contracts in Sharia Gold Pawn Products at the Bandar Lampung Branch of Sharia Pawnshop

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## ABSTRACT

Pawnshop is the only formal institution based on banking law that carries out financing in the form of lending on the basis of pawn law. The purpose of this research is to determine the implementation of the rahn agreement at the Bandar Lampung Lampung Branch of the Sharia Pawnshop, to determine the suitability of the implementation of the rahn agreement at the Bandar Lampung Lampung Branch of the Sharia Pawnshop with the DSN MUI fatwa No: 25/DSN-MUI/III/2002 concerning rahn, DSN fatwa MUI No: 26/DSN-MUI/III/2002 concerning gold rahn, and DSN MUI fatwa No: 92/DSN-MUI/IV/2014 concerning financing accompanied by rahn. The research carried out was field research using qualitative methods. The results of the research show that the gold pawn product at the Bandar Lampung Lampung Branch of the Sharia Pawnshop is a unique unit of rahn and qardh contracts and regarding the implementation of the rahn contract at the Sharia Pawnshop it is in accordance with the DSN MUI fatwa No: 25/DSN-MUI/ III/2002 about Rahn. However, it is not in accordance with DSN MUI fatwa No: 26/DSN-MUI/III/2002 concerning gold rahn and DSN MUI fatwa No: 92/DSN-MUI/IV/2014 concerning financing accompanied by rahn.

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## 1. INTRODUCTION

Pawnshop are institutions that have been around for quite a long time. Since colonial times, this institution has been very much needed by the common people. Credit or loans given are based on the value of the collateral provided (Wijaya & Hadiwigeno, 1999). The aim of this institution is to prevent ordinary people who need loans from falling into the hands of moneylenders who charge very high and multiple interest rates when providing loans.

In Indonesia, the practice of pawning is hundreds of years old. In ancient times, Indonesian people were accustomed to carrying out debt and receivable transactions with movable goods as collateral. Pawnshop institutions have been known in Indonesia since 1746, marked by the Governor General of the VOC and Imhoff establishing Bank Van Leening which is a financial institution that provides credit using a pawn system. (Ali, 2008). Pawnshops can help people who have financial difficulties and can be a solution in providing loans.

In the future, pawnshop institutions will have an important role, especially as a result of the urgent economic and financial needs in society for cash from low-income groups with simple loan procedures. Pawnshop institutions are spread and operate in urban and rural areas. Even though the interest rate is quite high, it is still lower than the interest rate of local money lenders (Wijaya & Hadiwigeno, 1999).

During the Government of the Republic of Indonesia, the Pawnshop Service, which was a continuation of the Dutch East Indies Government, where the status of pawnshops was changed to State Company (PN) Pawnshop based on Law No.19 Prp. 1960. Furthermore, to increase its effectiveness and productivity, the form of pawnshop was then transferred to the Public Company (Perum) Pawnshop based on Government Regulation no. 10 of 1990 dated 10 April 1990 (Soemitra, 2012).

Currently, pawnshops are the only formal institutions based on banking law that carry out financing in the form of credit distribution based on pawn law. (Arthesa, 2006). Pawnshop was formed with the aim of helping individuals who have difficulty meeting their financial needs.

In Indonesia, Sharia Pawnshops are an institution that has been around for quite a long time. The principles of rationality, efficiency and effectiveness which refer to modern administrative systems are concepts used by Sharia Pawnshops as operational concepts that are aligned with Islamic values. The operational function of Sharia Pawnshops is carried out by the Sharia Pawnshop Branch and the Sharia Pawnshop Services Unit as one organizational unit which is supervised and guided by the Other Business Division of Perum Pawnshop (Soemitra, 2012).

For individuals who have financial difficulties, they can choose Sharia Pawnshops as a solution and alternative that individuals can use to borrow money to meet their needs. Sharia Pawnshops are pawnshops that carry out their activities adhering to sharia principles, where customers will only be charged administration fees and service fees for storing and maintaining collateral. Thus, there are no fees charged using interest rates to borrower customers, because it is based on Islamic principles which are based on fatwas set by the DSN-MUI (Afendi, 2009).

In the Lampung area, there are already pawnshops that run their operations based on sharia principles, one of which is the Bandar Lampung Lampung Branch of the Sharia Pawnshop. There are many products offered by the pawnshop, one of the famous products is the gold pawn product. Gold pawn products or commonly known as rahn use the DSN-MUI fatwa as the basis for implementing rahn. The fatwa is the DSN MUI fatwa No: 25/DSN-MUI/III/2002 concerning the rahn and the DSN MUI fatwa No: 26/DSN-MUI/III/2002 concerning the gold rahn.

However, the DSN-MUI fatwa regarding rahn is seen as not accommodating the development of rahn-based businesses, so there is a need for a fatwa regarding the development of rahn-based businesses. Based on these considerations, DSN-MUI established a fatwa regarding financing which was accompanied by a rahn, namely DSN MUI fatwa No: 92/DSN-MUI/IV/2014.10 Thus, Sharia Pawnshops in carrying out operational activities of their gold pawn products are based on three fatwas, namely the DSN fatwa MUI No: 25/DSN-MUI/III/2002 concerning rahn, DSN MUI fatwa No: 26/DSN-MUI/III/2002 concerning gold rahn and DSN MUI fatwa No: 92/DSN-MUI/IV/2014 concerning appropriate financing accompanied by Rahn.

With the DSN-MUI fatwa which explains in full the regulations for rahn-based business practices, it is hoped that Sharia Pawnshops can be better organized and can become one of the solutions for society to obtain financing based on Islamic principles. However, from previous research conducted by April Yani, one of the alumni of the IAIN Lampung Sharia Banking Study Program, researching the comparison of costs that must be incurred by a pawnshop at the Lampung Sharia Service Unit Pawnshop in gold rahn products and rental costs at the Lampung Pawnshop yielded results. , it turns out that the costs that must be incurred by a pawnshop in a Sharia Pawnshop are greater than the costs of renting capital in a conventional pawnshop. (Yani, 2017). This means that sharia identity based on the DSN-MUI fatwa or the contract used by Sharia Pawnshops has absolutely no impact on the costs incurred by a pawnshop.

The problems described above prove that there was an error in the use of the contract in the gold pawn product with the fatwa issued by DSN-MUI. However good a Sharia Pawnshop is, if the costs that the pawnshop has to pay are the same as conventional pawnshops or even greater and are in conflict with the fatwa set by the DSN-MUI, then the sharia element of pawnshops as a tool to

help and help the community cannot be fulfilled. Sharia Pawnshops should be able to carry out activities in accordance with the provisions set by the DSN-MUI regarding rahn, so that they can provide benefits for their users.

Based on this, the researcher is interested in proving the truth of the problem by further researching the suitability of the implementation of the rahn and qardh contracts in Sharia Pawnshops with the fatwa issued by the DSN-MUI related to gold pawning. Therefore, researchers are interested in taking the title " Implementation of the Rahn and Qardh Contracts in Sharia Gold Pawn Products at the Bandar Lampung Branch of Sharia Pawnshop ".

## 2. RESEARCH METHODS

This type of research is included in field research, the researcher conducted direct research to obtain information data from the Bandar Lampung Branch of the Sharia Pawnshop. This research uses a qualitative research approach (Sujarweni, 2015). This research uses a purposive sampling model. The subjects related to this research are employees at Sharia Pawnshop Bandar Lampung Branch who can be talked to and have good knowledge about gold pawn products. Data collection techniques were carried out through observation methods, centralized interviews and documentation. Data analysis techniques are carried out through Data Reduction, Data Display, Conclusion Drawing/Verification (Sugiyono, 2011).

## 3. RESULTS AND DISCUSSION

### Implementation of the Rahn (Gold) Agreement at the Bandar Lampung Branch of the Sharia Pawnshop

Rahn is the number one product and is the flagship at Sharia Pawnshops, because 95% to 97% of Sharia Pawnshop customers are customers who use rahn products. One type of rahn product is gold pawning. This gold pawn product has very easy and fast requirements, because customers only need to bring a photocopy of their KTP and margin. If the marhun brought by the customer does not have complete documents, it will still be accepted by the Sharia Pawnshop because it is considered the owner.

The rahn implementation procedure is that prospective customers come to the Sharia Pawnshop bringing collateral (marhun) in the form of gold and ID cards. The collateral is handed over to the appraiser to determine the nominal value of the collateral. Then the appraiser informs the nominal value of the gold and the amount of the loan that the Sharia Pawnshop will provide to the customer. The loan amount is based on the estimated value of the gold. Where the loan amount depends on the class, starting from 92% to 95% of the estimated value. If the customer has agreed on the amount of the loan to be received, then the appraiser and the customer execute the agreement. The implementation of the agreement causes the emergence of the contract. Then the appraiser informs the amount of loan repayment and maintenance. Loan repayment and maintenance mu'nah are determined from the estimated nominal margin. The greater the estimated value of gold, the greater the nominal loan that will be obtained. After there is an agreement, the nominal value of the loan is then processed by the cashier and then provided with financing. Customers can wait for the loan disbursement process in less than 15 minutes. Loan repayment can be done every 10 days of the loan disbursement process. Or a maximum of 120 days/4 months from the start of the loan disbursement process and can be extended. Customers can wait for the loan disbursement process in less than 15 minutes. Loan repayment can be done every 10 days of the loan disbursement process. Or a maximum of 120 days / 4 months from the start of the loan disbursement process and can be extended.

At the beginning of the emergence of gold pawn products, Sharia Pawnshops used ijarah contracts and rahn contracts. The ijarah agreement is used to bind the use of storage and maintenance services. However, from the end of 2017 until now, the ijarah contract in gold pawn products has not been used, and has been replaced by the rahn and qardh contracts. The rahn contract in gold pawn products is applied to guarantee debt (collateral), while the qardh contract is

applied to granting loans. In the event that rahn occurs due to borrowing money (qardh contract), then the murtahin's income only comes from mu'nah (maintenance/guarding services) for the marhun, the amount of which must be determined.

In determining the amount of maintenance costs for a rahn contract, Sharia Pawnshops use mu'nah. Mu'nah in gold pawning products is divided into two groups, namely contract mu'nah and maintenance mu'nah. Mu'nah of a contract are costs that arise as a result of a contract being entered into, such as administration costs. Meanwhile, maintenance mu'nah is the costs incurred for maintaining the marhun (collateral) which is obtained from the estimated value, such as gold storage costs, CCTV, security personnel (guarding), as well as costs for other risks that may arise due to the maintenance of the marhun (replacement). lost).

Matters related to the implementation of rahn (gold) can end with the customer returning the loan within a predetermined time limit. If the customer cannot repay the loan within the specified time, the customer can extend the loan repayment period. If the customer cannot repay the loan, the customer can extend the loan period by confirming with the Sharia Pawnshop before the due date. The fees that will be charged to customers are that the customer will pay the previous maintenance mu'nah for 4 months and pay back the contract mu'nah.

### Marhun Rahn's estimate

The estimated marhun value functions in determining the amount of the loan to the customer and also functions in determining the mu'nah fee for the pawned item. This means that mu'nah is not determined based on the loan amount, but rather based on an estimate. Estimates are carried out to determine the exact value of gold in accordance with the standard development of gold prices in the market. If estimates are not made, it will cause confusion in determining the mu'nah costs and in determining the loan amount. Determining the cost of mu'nah cannot be done directly based on the number of grams of gold, because the price of gold itself continues to change from time to time. Estimates are made so that everything is clear.

### Marhun Bih Rahn

**Table 1.** Rahn Loan Value Calculation

No	Group	Estimate	Multiplication Gold Estimates
1	A	IDR 50,000.00 – IDR 500,000.00	95%
2	B1	IDR 510,000.00 – IDR 1,000,000.00	92%
3	B2	IDR 1,010,000.00 – IDR 2,500,000.00	92%
4	B3	IDR 2,550,000.00 – IDR 5,000,000.00	92%
5	C1	IDR 5,050,000.00 – IDR 10,000,000.00	92%
6	C2	IDR 10,050,000.00 – IDR 15,000,000.00	92%
7	C3	IDR 15,050,000.00 – IDR 20,000,000.00	92%
8	D	IDR 20,050,000.00 – and above	93%

In the implementation of providing gold rahn loans, Sharia Pawnshops have the aim of assisting customers in providing financing with the aim that customers can pay off loans and redeem pawned goods (marhun). Apart from that, Sharia Pawnshops also do not want to be harmed by the possibility of providing this financing.

Sharia Pawnshops will experience losses if the estimated value is set at market value and it turns out that during the auction the market value declines, this is because the auction proceeds cannot be used to cover loans that have been given to customers. This loss will increase if the customer's unpaid obligations include not only the loan principal but also the maintenance amount. This is the basis for determining the amount of money borrowed for the gold loan which is smaller than the estimated value of the item being pawned.

**Mu'nah Rahn Contract****Table 2.** Calculation of Mu'nah Contract Rahn

Klm	Estimated Tiering (Rp)	Size Mu'nah Contract (Rp)	Mu'nah Discount Contract		Mu'nah et Contract (Rp)
			Discount	Size Discount (Rp)	
1	52,632 – 526,316	125,000	98%	122,500	2,500
2	526,317 – 1,086,957	125,000	92%	115,000	10,000
3	1,086,958 – 2,717,391	125,000	84%	105,000	20,000
4	2,717,392 – 5,434,783	125,000	72%	90,000	35,000
5	5,434,784 – 10,869,565	125,000	60%	75,000	50,000
6	10,869,566 – 16,304,348	125,000	40%	50,000	75,000
7	16,304,349 – 21,739,130	125,000	20%	25,000	100,000
8	21,739,131 – above	125,000	0%	0	125,000

Mu'nah contracts are costs that arise from the agreement that occurs, such as administration costs. The contract mu'nah is collected in advance when the loan is disbursed and/or when the loan period is extended. The discount given to customers is a direct policy determined by the Sharia Pawnshop based on provisions sourced from the Sharia Pawnshop Center. The aim of providing this discount is to relieve and help customers.

**Mu'nah Maintenance of Rahn****Table 3.** Calculation of Mu'nah Maintenance of Rahn

No	Group	Estimate	Percentage Mu'nah
1	A	IDR 50,000.00 – IDR 500,000.00	0.45%
2	B1	IDR 510,000.00 – IDR 1,000,000.00	0.71%
3	B2	IDR 1,010,000.00 – IDR 2,500,000.00	0.71%
4	B3	IDR 2,550,000.00 – IDR 5,000,000.00	0.71%
5	C1	IDR 5,050,000.00 – IDR 10,000,000.00	0.71%
6	C2	IDR 10,050,000.00 – IDR 15,000,000.00	0.71%
7	C3	IDR 15,050,000.00 – IDR 20,000,000.00	0.71%
8	D	IDR 20,050,000.00 – and above	0.62%

The difference in the maintenance mu'nah percentage provided by Sharia Pawnshops to customers is based on provisions made by the Pawnshop Center. The benchmark for determining the maintenance mu'nah percentage applied in Sharia Pawnshops at 0.45%, 0.71%, 0.62% is based on the provisions that have been made by the Pawnshop Center. As one of the Sharia Pawnshop Branches, we carry out every decision in accordance with the provisions made by the Center.

**Conformity of the Implementation of the Rahn Agreement on Gold Pawn Products at the Sharia Pawnshop Bandar Lampung with the DSN MUI Fatwa No: 25/DSN-MUI/III/2002, DSN MUI Fatwa No: 26/DSN-MUI/III/2002 and DSN MUI Fatwa No: 92/DSN-MUI/IV/2014**

Analysis of the suitability of the rahn contract on gold pawn products with the DSN MUI fatwa No: 26/DSN-MUI/III/2002 concerning gold rahn yielded results, namely that there was a discrepancy between the provisions in the fatwa and the implementation in Sharia Pawnshops. Based on the DSN MUI fatwa No: 26/DSN-MUI/III/2002, the general provisions of the third point are that the amount of fees and storage costs for marhun is based on expenses that are actually needed. However, in practice, the expenses that Rahin has to incur on Rahin products are costs that are not

really necessary. This is because Sharia Pawnshops determine maintenance mu'nah not based on the quantity of gold directly, but based on a formula that has been determined by the Pawnshop Center.

Sharia Pawnshops calculate maintenance mu'nah based on multiplying the estimated value of gold and the maintenance mu'nah percentage. The percentage of maintenance mu'nah has a different percentage for each group, namely for group A it is 0.45%, group B1, B2, B3, C1, C2, C3 is 0.71% and group D is 0.62%. From the differences in the amounts of these groups, it can be seen that Sharia Pawnshops in determining the amount of maintenance mu'nah are not based on actual gold maintenance. This is because there is no difference in the maintenance mu'nah percentage between gold classes B1 to C3. Gold classes B1 to C3 of course have different estimated gold values, but in Sharia Pawnshops the same maintenance mu'nah percentage is charged, namely 0.71%.

Apart from that, there is a discrepancy in the nominal percentage of maintenance mu'nah between class D gold and class B1, B2, B3, C1, C2, C3 gold. Class D gold has a greater estimated gold value compared to class B1 to C3 gold. However, in calculating the maintenance mu'nah, class D gold has a smaller nominal maintenance mu'nah percentage compared to gold from groups B1 to C3.

If Sharia Pawnshops set fees based on costs that are actually needed, then for gold classes with a larger estimated value, a larger maintenance mu'nah will also be charged. This is related to the obligation to bear compensation which has a different nominal value and will result in more expensive storage and maintenance costs. So gold that has a larger nominal gram will result in a higher maintenance estimate and mu'nah.

Thus, it can be seen that the percentage of maintenance mu'nah in Sharia Pawnshops does not have a clear basis for its determination and also does not have clear certainty that these costs are costs that are actually needed by the rahin in maintaining the marhun.

Third, the analysis of the suitability of the application of the rahn contract to gold pawning products with the DSN MUI fatwa No: 92/DSN-MUI/IV/2014 produced results, namely that there was a discrepancy between the provisions in the fatwa and the implementation in Sharia Pawnshops. In the sixth provision related to murtahin income, in the third point, it is explained that in the event that rahn occurs due to borrowing money (qardh), then murtahin income only comes from the mu'nah for marhun, the amount of which must be determined at the time of the contract as is the ujah in the ijarah contract.

In practice, the rahn contract that occurs due to borrowing money (qardh) which is implemented in gold pawning products only experiences a change in the name of the income obtained by the murtahin, which was originally called ujah and is now replaced with mu'nah maintenance. This is because ujah has the same calculation formula and percentage amount as maintenance mu'nah.

**Table 4.** Comparative Analysis of Ujah Rahn and Mu'nah Maintenance Rahn

No	Discussion	<i>Ujahon Rahn</i> (Gold) Sharia Pawnshop	<i>Mu'nah Maintenance Rahn</i> (Gold) KC Lampung Sharia Pawnshop
1	The formula for calculating earned income <i>murtahin</i>	$Ujah = \text{Estimated Value} \times \text{Rate}$ <i>Ujah</i>	$Mu'nah \text{ Maintenance} = \text{Estimated} \times \text{Maintenance Mu'nah Percentage}$
3	The percentage of the gold group for marhun maintenance	Group A = 0.45% Group B1 = 0.71% Group B2 = 0.71% Group B3 = 0.71% Group C1 = 0.71% Group C2 = 0.71% Group C3 = 0.71% Group D = 0.62%	Group A = 0.45% Group B1 = 0.71% Group B2 = 0.71% Group B3 = 0.71% Group C1 = 0.71% Group C2 = 0.71% Group C3 = 0.71% Group D = 0.62%

This is related to the previous explanation in the DSN MUI fatwa No: 26/DSN-MUI/III/2002 general provisions on the third point, namely that the fees and storage costs for the margin are based on expenditures that are actually needed. Thus, Mu'nah maintenance is the cost of maintaining collateral goods which is adjusted to the value of the goods and the equipment needed to maintain the goods. This is in contrast to the practice of equating maintenance mu'nah with ujrah, giving rise to legal engineering (hilah) to take advantage of additional debt ( ziyadah).

The rahn practice carried out by Sharia Pawnshops does not at all reflect the mu'nah of maintenance in accordance with the DSN MUI fatwa No: 92/DSN-MUI/IV/2014, where the mu'nah of maintenance should be determined based on marhun. If the Sharia Pawnshop has implemented the rahn contract in accordance with the DSN MUI fatwa No: 92/DSN-MUI/IV/2014, then the rahin should pay the mu'nah fee by knowing every detail of the costs required for maintaining the marhun. So you can avoid gharar and close the door to usury. But in practice this is not the case, Sharia Pawnshops determine maintenance mu'nah based on a certain formula. Apart from that, the Sharia Pawnshop also did not notify Rahin in detail regarding the costs that Rahin had to pay for maintaining the Marhun. When the rahn contract occurs due to borrowing money (qardh),

The combination of the rahn contract with other contracts causes the collateral contract (rahn) to become the basis of trust in muamalah and does not mean combining two or more contracts in one transaction. However, based on the author's analysis regarding the application of the rahn contract to gold pawn products at the Bandar Lampung Lampung Sharia Pawnshop Branch, the result is that the rahn contract applied in Sharia Pawnshops is not the rahn contract that occurs due to borrowing money (qardh) in accordance with the fatwa. DSN MUI No: 92/DSN-MUI/IV/2014, but rather the ijarah and qardh contracts which have changed the name of the income obtained by the murtahin which is called mu'nah maintenance. Thus, it can be seen that gold pawning products in Sharia Pawnshops use a double contract (hybrid contract), namely a combination of qardh and ijarah contracts.

From the analysis carried out by the author regarding the application of rahn and qardh contracts to gold pawning products with DSN MUI fatwa No: 25/DSN-MUI/III/2002, DSN MUI fatwa No: 26/DSN-MUI/III/2002 and DSN fatwa MUI No: 92/DSN-MUI/IV/2014, resulted in a discrepancy between the implementation of the rahn agreement implemented at the Bandar Lampung Lampung Branch of the Sharia Pawnshop and the fatwa issued by DSN-MUI related to rahn.

#### 4. CONCLUSION

Based on the results and discussion, it can be concluded that the implementation of the rahn contract for gold pawning products is the activity of providing a loan and handing over collateral in the form of gold at the same time. The emergence of the rahn contract is due to the existence of the qardh contract. This is because the rahn contract is one unit with the qardh contract which arises as a consequence of the existence of qardh. The emergence of mu'nah as a result of the use of the rahn contract. The mu'nah in gold pawning products consists of 2 (two), namely the contract mu'nah and the maintenance mu'nah. From the overall analysis that has been made, the author states that the application of the rahn agreement on gold pawning products at the Lampung Branch Sharia Pawnshop is not in accordance with the DSN MUI fatwa No: 26/DSN-MUI/III/2002 concerning gold rahn and the DSN MUI fatwa No: 92 /DSN-MUI/IV/2014 concerning financing accompanied by rahn. Should,

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