



Review of Sharia Economic Law on Rahn's Practices at the Surakarta Sharia Pawnshop during the Covid-19 Pandemic

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ABSTRACT

The huge impact of COVID-19 on the economy has made it difficult for people to meet their funding needs. The government established a pawnshop institution which is currently growing rapidly. Sharia pawnshops are currently the choice of the Muslim community because in practice there is no usury. The practice of pawning is familiar with the Rahn contract. Pawning activities have existed since the time of the Prophet sallallahu 'alaihi wa sallam and he has been practicing. The process of pawning is allowed in Islam as long as it is in accordance with Islamic law, there is no interest / usury in the pawn transaction. Pawning / rahn has been regulated in the DSN-MUI fatwa Number 25/DSN-MUI/III/2022. The process of borrowing through pawnshops is much shorter and the terms are relatively simple, causing pawning activities to develop rapidly until now. The purpose of this study is to describe the process of rahn practice at sharia pawnshops during the COVID-19 pandemic and to describe the views of sharia economics regarding the practice of rahn contracts during the COVID-19 pandemic. The method used in this study is a qualitative method sourced from primary data, namely the Sharia Pawnshop which is located at Jl. Captain Mulyadi No.242, Ps. Kliwon, Kec. Ps. Kliwon, Surakarta City. Methods of data collection in this study in the form of interviews and observation methods. The practice of rahn contracts at the Sharia Pawnshop in Surakarta is in accordance with sharia economic law. In Sharia Pawnshops, they use savings services per 10 days, this is different from conventional Pegadaians which use interest per 15 days. During the Covid-19 pandemic, the Sharia Pawnshop in Surakarta provided relief / leeway in payment, the period of pawning / rahn in sharia economic law was 4 months, and reduced to 5 months.

Keyword : Shariah pawnshop, Rahn, Shariah Ekonomi Law.

ABSTRAK

Dampak covid-19 yang sangat besar pada bidang ekonomi, menyebabkan masyarakat kesulitan mencukupi keperluan dana. Pemerintah mendirikan Lembaga pegadaian yang saat ini berkembang pesat. Pegadaian Syariah saat ini menjadi pilihan masyarakat muslim karena dalam praktiknya tidak terdapat riba. Praktik gadai familiar dengan akad rahn. Kegiatan gadai menggadai sudah ada sejak zaman Rosulullah shallallah 'alaihi wa sallam dan beliau sudah mempraktikkan. Proses gadai diperbolehkan dalam Islam asalkan sesuai dengan syariat islam, tidak ada bunga / riba didalam transaksi gadai. Gadai / rahn sudah diatur dalam fatwa DSN-MUI Nomor 25/DSN-MUI/III/2022. Proses peminjaman melalui pegadaian yang jauh lebih singkat serta syarat yang relative sederhana menyebabkan kegiatan gadai menggadai berkembang pesat sampai sekarang. Tujuan penelitian ini untuk mendiskripsikan proses praktik rahn di pegadaian syariah di masa pandemic COVID-19 dan mendiskripsikan pandangan ekonomi syariah mengenai praktik akad rahn di masa pandemic COVID-19.

Metode yang dilakukan dalam penelitian ini adalah metode kualitatif yang bersumber data primer yaitu Pegadaian Syariah yang beralamat di Jl. Kapten Mulyadi No.242, Ps. Kliwon, Kec. Ps. Kliwon, Kota Surakarta. Metode pengumpulan data dalam penelitian ini berupa metode wawancara dan metode observasi. Praktik akad rahn di Pegadaian Syariah di Surakarta sudah sesuai dengan hukum ekonomi syariah. Di Pegadaian Syariah menggunakan jasa simpan per 10 hari, hal tersebut berbeda dengan Pegadaian konvensional yang menggunakan bunga per 15 hari. Pada masa pandemi Covid-19 Pegadaian Syariah di Surakarta memberikan keringanan / kelonggaran waktu dalam pembayaran, jangka waktu gadai / rahn dalam hukum ekonomi syariah selama 4 bulan, dan ringankan menjadi 5 bulan.

Kata Kunci: *Pegadaian Syariah, Rahn, Hukum Ekonomi Syariah*

INTRODUCTION

The impact of Covid-19 has greatly affected the community's economy. No exception, MSMEs are getting a significant impact from the pandemic Covid-19 (Hakim, Prabandari, 2021). This encourages people to borrow and borrow from Muslims and non-Muslims. The government establishes a formal procurement institution. There are two formal institutions, namely, bank and non-bank institutions. Non-bank institutions are managed by the government to serve the people together with a public company (perum) that carries out pawnshop activities. The pawnshop offers and provides easy loans, a short process and simple terms and makes it easier for people to meet their funding needs.

Pawns have been known since the time of the Prophet sallallahu 'alaihi wa sallam and he has practiced them, so it is not surprising that today pawns are still being carried out, as evidenced by the development of institutions that maintain a pledge from a problem. In Islam, it does not prohibit the pawnshop if it is in line with Islamic law itself, for example, does not take interest to carry out the practice of pawning at the pawnshop (Hanifa, Hamdani and Yono, 2021).

The introduction of the pawnshop business in Indonesia began during the Dutch era, which was around the end of the 19th century, by a bank called Bank Van Lening. In the era of independence, the Indonesian government took over the pawnshop business and transformed the status of the pawnshop into a state company (PN) based on Law no. 19 Prp. 1990. Then developments occurred on March 11, 1969 based on the Government Regulation of the Republic of Indonesia No. 7 of 1969 PN Pegadaian changed to a Bureau of Companies (Perjan). On April 10, 1990 Perjan Pegadaian changed to Perum Pegadaian (Yuniwati, Lestari and Alfiqoh, 2021).

For people who are experiencing financial difficulties and have valuable goods, it can be fulfilled by selling these valuables, so that they can meet their needs. However, the risk of this is that the goods sold will be lost and difficult to return and the total money received is sometimes greater than desired so that it can cause waste. However, in order to solve the difficulty of meeting the needs of funds without having to sell their valuables, the people can use their goods as collateral to certain institutions or it can be called a pawn to one of the official institutions in Indonesia that conducts its business in the form of a pawn, namely Perum Pegadaian Syariah. (Zain, Abbas and Idami, 2019)

Judging from the abundance of current needs, it causes people to want to get capital quickly and easily by pawning their goods. This is not only done by the lower middle class, but also the upper middle class. This is seen from the number of people who come to pawnshops to

pawn goods for various reasons, such as increasing business capital. So, to provide an explanation to the general public regarding sharia pawnshops, mainly on the issue of Rahn contract practice. (Yuniwati, Lestari and Alfiqoh, 2021)

Rahn is a contract that holds goods (al-ain) in concrete form and has value as a guarantee (watsiiqah) of debt, i.e. the goods are used to pay all or part of the debt when rahin is unable to pay off the debt. (Zain, Abbas and Idami, 2019)

The practice of pawning or commonly familiar with the rahn contract is mostly carried out by individuals to meet their needs and help each other in need, by providing a guarantee to get money so they can be trusted or dependents if the one who pawns the goods cannot pay off the debt. (Putri, Harahap and Hasibuan, 2022)

Since it was first built, sharia pawnshops have shown a good business profile, continuously increasing transaction values and additional total units in various regions in Indonesia which indicate that sharia pawnshops can carry out their duties as financial institutions that provide financial assistance to the people. On the other hand, the existence of a sharia pawnshop provides positive participation and influence on the people as well. (Studi *et al.*, 2003)

LITERATUR REVIEW

Definition of Rahn

Pawn or ar-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, reserves or reserves, and dependents.(Surahman and Adam, 2017) Azhar Basyir interprets rahn as an act that makes an item of value according to the syara' view as dependent on money, where the item is dependent on the whole or part of an acceptable debt. (Yuniwati, Lestari and Alfiqoh, 2021)

The purpose of establishing a sharia pawnshop is in line with PP 103 of 2000 article 8, Perum Pegadaian carries out a main business activity by distributing loan money on the basis of pawn laws and carrying out other businesses, such as distributing money loans based on custody services, certificates, precious metals and others. in harmony with the activities.(Ilmiah, 2015)

The umbrella of the sharia pawn law itself is that the fulfillment of sharia principles is guided by the DSN MUI fatwa no. 25/DSN-MUI/III/2002 Dated June 26, 2002 regarding rahn which describes loans by pledging goods as a guarantee of debt in the form of rahn is allowed, DSN MUI Fatwa No. 26/DSN-MUI/III/2002 regarding gold pawning. DSN-MUI also issued a fatwa No. 68/DSN-MUI/III/2008 concerning Rahn Tsajily. While in the institutional aspect, it still follows PP No. 103 of 2000. (Hanifa, Hamdani and Yono, 2021)

It can be concluded that a pawn is a guarantee against a debt, which is a guarantee of debt with an item that has economic value, where it is possible that the debt can be repaid with it, or from the sales achievement. The difference between pawning in Islamic law and positive and customary law is that pawning in Islamic law is a means of helping without compensation for services, while in positive law and customary the pawn contract can be a means of making a profit.

Fatwa Rahn Nomor 25/DSN-MUI/III/2002

This fatwa states that loans with goods as debt in the form of rahn are allowed with the following conditions:

1. Murtahin (recipient of goods) has the right to hold Marhun (goods) until all debts of Rahin (who delivered goods) are repaid.
2. Marhun and his benefits remain the property of Rahin. In principle, Marhun should not be used by Murtahin except with Rahin's permission, without reducing the value of Marhun and its use is just a substitute for the cost of maintenance and care.
3. The maintenance and storage of Marhun is basically Rahin's obligation, but it can also be done by Murtahin, while the cost and maintenance of storage remains Rahin's obligation.
4. The amount of maintenance and storage costs for Marhun cannot be determined based on the loan amount.
5. Marhun Sales:
 - a. When it is due, Murtahin must warn Rahin to pay off his debt immediately.
 - b. If Rahin is still unable to pay off his debt, then Marhun is forcibly sold/executed through an auction according to sharia.
 - c. The proceeds from the sale of Marhun are used to pay off debts, unpaid maintenance and storage costs and selling costs
 - d. The excess of the sale proceeds belongs to Rahin and the shortage becomes Rahin's obligation (Hanifa, Hamdani and Yono, 2021)

METHODS

This research is a field research. This study focuses on the object of research by knowing the events that occur in the pawnshop. The research method used in this study is qualitative using data in the form of processes and useful words. The nature of the research in this research is descriptive research, which is obtained from the sources and collected in the form of a descriptive picture of the field regarding the state of the object. The primary data source in this study is the Sharia Pawnshop which is located at Jl. Captain Mulyadi No. 242, Ps. Kliwon, Kec. Ps. Kliwon, Surakarta City.

There are 2 methods of data collection carried out in this study, namely the interview method, namely giving questions to several predetermined people and prepared questions and the observation method, this method is carried out only by paying attention directly to the actual situation in the field. The method of data analysis carried out in this research is in the form of data reduction, data presentation and drawing conclusions.

RESULTS

The existence of the Sharia Pawnshop helps the lower middle class Muslim community to borrow debt without interest / usury. The extraordinary impact of the Covid-19 pandemic on the economy of families, households, companies and even the state makes it difficult to fulfill daily needs. Ease of borrowing debt through a pawnshop that is relatively fast, easy requirements, guaranteed security of goods, loan period and funding sources from Islamic banking. This can be an option for people to choose pawnshops to be an option to meet their funding needs.

The law of pawning goods as collateral for debt is one form of rahn that is permissible. In practice the rahn contract during the Covid-19 pandemic is different from before the Covid-19 pandemic, for example, delaying the customer auction schedule which should have been 4 months to 5 months, this is done so that customers do not mind because during the Covid-19 pandemic many sectors are affected.

DISCUSSION

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The extraordinary impact of the Covid-19 pandemic in the economic field has caused the lower middle class to have difficulty meeting their daily needs, paying school fees, paying taxes, and so on. Sharia pawnshops are one of the best solutions for making debt loans through mortgaging goods / assets that have an estimated value in sharia pawnshops, such as gold, vehicles, securities (BPKB), and electronic devices. Based on DSN_MUI Fatwa Number 25/DSN-MUI/III/2002. The law of pawning goods as collateral for debt as a form of rahn is allowed.

The practice of the rahn contract at the Sharia Pawnshop in Surakarta :

a. The practice of the rahn contract at the Surakarta pawnshop

The practice of Rahn's contract at the Surakarta Sharia Pawnshop is in accordance with the sharia contract and economics. The practice of the rahn contract in this court does not have interest but a savings service, which is calculated per 10 days, this is different from conventional pawnshops which apply interest per 15 days..

The practice of different rahn contracts at the Surakarta sharia pawnshop was different before the COVID-19 pandemic from when a pandemic occurred, such as delaying the customer auction schedule by extending the time limit, which is usually 4 months to 5 months. This is done so as not to burden customers, because during the pandemic many sectors are affected.

b. Sharia Pawnshop Mechanism for customers who are making loans for the first time
Customers who first make loans at sharia pawnshops by providing goods as collateral for debt loans are not given additional fees, such as the cost of paying for storage services or maintaining the goods. This is a policy for new customers.

c. Loan time period

The term of the loan at the sharia pawnshop is 4 months, but the customer does not have to redeem the pawned goods but by extending the pawned goods by paying for the saving service for the 4 months, so that the maturity of the customer's goods is 4 months in the future.

Sharia pawnshops do not emphasize the giving of interest on the pawned goods, even without interest. Sharia pawnshops continue to benefit and have been regulated by the National Sharia Council, namely in the form of imposing fees for maintaining the goods that are pawned. The cost of the item is calculated from its value not from the amount lent to the customer.

d. Minimum and maximum loan amount at Sharia Pawnshop

At the Sharia Pawnshop, the minimum loan we can get is Rp. 100,000 and maximum and 30% loan from OSL (outstanding loan). For example, at the Sharia Pawnshop, the Kliwon market branch has an OSL (outsanding loan) of 6 billion, so the maximum loan we can receive is 30% of the 6 billion.

e. When the collateral is due, it will be auctioned

When the goods are used as loan collateral before and after maturity, the Sharia Pawnshop contacts, reminding the relevant customer to extend the collateral to minimize auctions. If the customer in question after being contacted and does not want or extend the collateral, the Sharia Pegadaian will include the goods in the auction list for 60 days or 2 months, if the goods are still not resolved (redeemed or extended) by the customer, then Pegadaian Syariah will auction the item and in less than 60 days the item must be sold.

f. The products offered by the Sharia Court are:

1. Pawn (rahn): Loans with a term of 4 months by providing collateral in the form of gold, vehicles (motorcycles, bicycles or cars) and electronic goods (mobile phones).

2. Arrum gold: Loans by providing collateral such as gold and diamonds, with a flat system of installments and fees and in monthly installments. With a period of 1 year to 5 years.
3. Arrum Bpkb: Provide loans for micro business development by providing vehicle BPKB guarantees, using a monthly installment system with a flat fee
4. Amanah: Providing loans to finance the purchase of private vehicles such as motorbikes or cars, with the customer paying a down payment for the vehicle, then the Sharia Pawnshop will pay it to the dealer.
5. Arum Haji : Provide guarantees to customers with an estimated Rp. 2,000,000 to be registered for Hajj, then customers will get a portion of the pilgrimage to the Ministry of Religion. After that, the customer pays installments to the Sharia Pawnshop. The term can be 1 year to 5 years.

g. Conditions for making a loan

One of the requirements to apply for a loan at the Sharia Pawnshop is to submit personal data or an identity card (KTP), while new customers must use an identity card (KTP).

h. Fees (deductions) provided by Sharia Pawnshops to customers

Based on the group of loans and their discounted fees or administrative costs

Table 1. Sharia Pawnshop Discount Fee to Customers

Group	Loan Amount	Piece
A	Rp. 500.000	RP. 2.500
B	Rp. 510.000 – Rp. 1.000.000	Rp. 11.000
C	Rp. 1.010.000 – Rp. 2.500.000	Rp. 21.000
D	Rp. 2.550.000 – Rp. 5.000.000	Rp. 36.000
E	Rp. 5.000.000 – Rp. 10.000.000	Rp. 51.000
F	Rp. 10.100.000 – Rp. 15.000.000	Rp. 76.000
G	Rp. 15.100.000 – Rp. 20.000.000	Rp. 101.000
H	Loans above Rp. 20.100.000	Rp. 126.000

i. Loans and online payments at sharia pawnshops

Making loans and payments online can be done, namely by means of the customer contacting the Sharia Pawnshop by telephone to make a loan, then the customer takes a photo of the item and sends a photo of the item via the WhatsApp application after which the collateral item is sent via grab to Pegadian Syariah, after the item has been received. received by the Sharia Pawnshop, the collateral is photographed and sent to the customer with a note that the goods have been received and an appraisal of the goods has been carried out by the Sharia Pawnshop, after that the Sharia Pawnshop contacts the customer by telephone with the aim of notifying that the goods are estimated at a certain price. match what the customer wants. If the collateral that has been estimated matches the customer, the pawnshop will process the loan to the customer by means of transfer or cash delivered via grab courier services. If the collateral after an assessment is carried out and does not match the loan that the customer wants (not suitable) then the pawnshop returns the item to the customer using a grab courier service.

CONCLUSION

Based on the results of the study on the practice of rahn contracts in terms of sharia economic law at PT Pegadaian Syariah (Persero) Surakarta based on the Fatwa of the National Sharia Council, it can be concluded that:

1. The process of practicing the rahn contract at Pegadaian Syariah Surakarta takes place because there is an agreement or agreement between two parties, namely rahin (the debtor) and murtahin (the person who gives the debt) in the pawn transaction process. While the procedure for pawning at the Syariah Pawnshop is very easy and the process is fast and in line with Islamic law, rahin gives collateral to the murtahin in the form of gold, vehicles or electronics, then rahin shows a personal identity card such as an ID card and then the pawned goods will be assessed, if the estimation of the pawned goods is appropriate and agreed upon by the customer, the customer and the sharia pawnshop will sign a letter of agreement that has been agreed upon by both parties, then the sharia pawnshop takes the collateral and provides loan funds from the pawned goods handed over to the customer along with the agreement letter The original.
2. The sharia economic view of the rahn contract process at the Sharia Pawnshop is in harmony with the sharia economy and does not contain usury. approved by DSN-MUI regarding Sharia pawnshops and with funding sources from Sharia Banking and Sharia MTN guaranteed sharia purity. Provide guarantee assistance to customers without having to harm one of the two parties.

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