



## Implementation of Rahn Agreements for Sharia KUR Products at Pegadaian Syariah UPS Senenan Based on DSN-MUI Fatwa No. 68/DSN-MUI/III/2008 Rahn Tasjily

Maulana Ichsan Firmansyah<sup>1</sup>; Dahruji<sup>2</sup>

<sup>1,2</sup> Universitas Trunojoyo Madura, Indonesia

\*Corresponding author, email; [firmanmg3@gmail.com](mailto:firmanmg3@gmail.com) ; [dahruji@trunojoyo.ac.id](mailto:dahruji@trunojoyo.ac.id)

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### ABSTRACT

PT Pegadaian Syariah is part of the LKNB sector in charge of providing loans with collateral of general value in some of its products. Product categories owned by PT Pegadaian Syariah include the rahn category, arrum category, savings category and installment category. In addition, claims from PT Pegadaian Syariah that explain their products are in accordance with sharia principles. Some of the latest released products are KUR Syariah which has a similar implementation to Arrum BPKB but with claims without collateral (guarantee). This is reinforced by a letter of agreement that states the use of the rahn tasjily contract in the Sharia KUR agreement letter and not the qardh contract which in fact from the rahn tasjily contract requires a letter or certificate underlying the collateral as a condition of the implementation of the contract. Thus, there are problems arising from the application of the appropriate rahn tasjily contract or vice versa. The method used in this study is juridical normative (legal research). The results of the study explained that KUR Syariah and Arrum BPKB proved to be in accordance with its implementation with sharia principles. The conclusion obtained that PT Pegadaian Syariah must explain frankly to customers the KUR Syariah products that make business assets as collateral and without claims that the product is without collateral (guarantee) with its implementation equivalent to Arrum BPKB products.

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### Introduction

According to Farid Ardyansyah, and his friends explained that every country definitely needs a certain way used to run the economy and overcome its economic problems. Not only that, some countries use different economic systems, depending on what problems are being faced. Some economic systems that are well known and

spread in every society, especially in Indonesia, are the Pancasila and Islamic economic systems, which will certainly be different for each country in running and implementing their economic system.

Islam upholds human life, unlike other faiths. Islam regulates every human life from morals to muammalah activities such as the economy. By definition, according to Dahruji from Ascarya, trading (economics) in Islam is a field (science) that examines all human attitudes or reactions in meeting the needs or necessities of life (muammalah) with the direction or purpose of obtaining *falah* (peace and tranquility of the world and the hereafter). This includes the command of Allah Subhanahu Wata 'ala in carrying out ZISWAF (Zakat, Infaq, Sadaqah and Waqf) which is part of economic activity. Thus, it becomes the foundation that distinguishes between conventional economics and Islamic economics. In accordance with the above paradigm, all activities related to Islamic economics are worth worship.

Through the explanation of the Islamic economic system, an institution is built that regulates sharia-based finance and is separated from conventional financial institutions. On the other hand, according to Jamal Wiwoho, financial institutions in the financial world act as institutions that provide financial services to their customers, which in general these institutions have been arranged by financial regulations. In addition, *Lembaga Keuangan Bank* or Bank Financial Institutions (LKB) and *Lembaga Keuangan Non-Bank* or Non-Bank Financial Institutions (LKNB) which will be supervised by the *Otoritas Jasa Keuangan* or Financial Services Authority (OJK) are under the supervision of the Central Bank or Bank Indonesia (BI) and have duties and authorities, one of which is to maintain, supervise the activities and mechanisms of implementing financial institutions in general. Apart from the LKB itself, OJK will oversee several LKNB including pawnshops, life assurance companies (insurance), allowances or pension funds, savings and loan cooperatives, stock exchanges, venture capital companies, factoring companies, leasing companies, credit card companies, exchanges and infrastructure infrastructure financing companies. Non-bank financial institutions themselves are often also referred to as non-bank financial institutions, which means all institutions or entities that carry out activities through or otherwise in raising (funding) funds, especially by issuing securities.

PT. Pegadaian Syariah itself is part of the LKNB sector which is tasked with providing loans with collateral of general value in several of its products. According to Soemitra, it was explained that PT. Pegadaian Syariah was first established in January 2003 in Jakarta and was named the *Unit Layanan Gadai Syariah* or Sharia Pawn Service Unit (ULGS) Dewi Sartika branch, then followed by Surabaya, Makassar, Semarang, Surakarta, Yogyakarta and others including Aceh.

The products issued by PT. Pegadaian Syariah to date have become several product categories owned by PT. Pegadaian Syariah including the rahn category, arrum category, savings category and installment category. The rahn category itself has several types of products including Regular Rahn (Gold), Rahn Hasan, Rahn Peduli, Rahn Bisnis, Rahn Fleksi, Rahn Tasjily Tanah and others. The arrum category has approximately three products including Arrum Emas, Arrum Buku Kepemilikan Kendaraan Bermotor or Motor Vehicle Ownership Book (BPKB) and Arrum Haji. The savings category itself has one product, namely gold savings and finally the installment category has approximately three products including Amanah, Cicil Emas and Kredit Usaha Rakyat Syariah or Sharia People's Business Credit (KUR). In accordance with the name of the company, PT. Pegadaian Syariah is required to apply sharia principles in its implementation and comply with Islamic law.

PT. Pegadaian Syariah is very interesting to analyze and observe regarding the empirical data provided on the implementation of its products, especially the KUR Syariah product which uses the rahn tasjily contract and is contained in Islamic sharia. In addition, claims from PT. Pegadaian Syariah that explain their KUR Syariah products are in accordance with sharia principles. Especially for products that are relatively new from the previous product, they claim that the product is without collateral (guarantee), while the implementation of the rahn tasjily contract itself requires proof of ownership of the goods to be pledged. This is reinforced by an agreement letter that reads the use of a rahn tasjily contract in the KUR Syariah agreement letter and not a qardh contract, which in fact requires collateral as a condition of the implementation of the contract, which causes problems that arise and can be analyzed.

Based on the explanation above, the focus of this research is to discuss how the implementation of KUR Syariah with the application of the rahn contract which has a claim without collateral (guarantee) based on the fatwa from DSN-MUI No. 68/DSN-MUI/III/2008 concerning Rahn Tasjily and the fatwa from DSN-MUI No. 25/DSN-MUI/III/2002 concerning Rahn. This is discussed because there are things that are problematic in the implementation of the rahn tasjily contract which actually requires collateral as previously explained. In addition, previous research conducted by Mardi Handono, Rahmadi Indra Tektona and Qorina Fatimatus Zahro analyzed a similar product from PT Pegadaian Syairah, namely Arrum BPKB in finding out whether the implementation of the Arrum BPKB product was in accordance with the DSN-MUI fatwa No. 68/DSN-MUI/III/2007 on Rahn. 68/DSN-MUI/III/2008 concerning Rahn Tasjily using normative juridical research methods (legal research). and with the conclusion that the implementation of Arrum BPKB in PT. Pegadaian Syariah is in accordance but in providing marhun, the implementation does not contain or mention an ijarah contract, whereas in the fatwa, mu'nah can be imposed by applying a jarah

contract. This is also the basis for researchers trying to develop research conducted previously with different products using normative juridical research methods (legal research). Moreover, there is little research that discusses the implementation of the root of rshn tasjily on KUR Syariah products from PT Pegadaian Syariah since this research was made or carried out.

## **Literature Review**

### **Definition of Rahn**

According to Maman Surahman and Panji Adam explained that the word *Al-Rahn* is an Arabic vocabulary which means to establish something. Linguistically, *al-rah* is *al-tsubût wa al-dawm* which means "fixed" and "eternal" in the sense that Taqiy al-Din Abu Bakar al-Husaini explains *al-rah* is *al-stubût*, namely something that is fixed and *al-ihitbas*, namely holding something. According to al-Buthi, it is explained that *al-rah* etymologically is as follows:

*"Rahn in language means permanent and everlasting; it is said to be mun rhinun (stagnant water); na'matun rhinatun (eternal). It is also said that rahn means to hold back, based on the words of Allah 'Each one is responsible for what he has done', meaning that it is held back. Rahn is more inclined to the first meaning, because being held means being fixed and not moving at all."*

So, with the explanation above, it can be concluded that the rahn contract is something that is fixed and permanent or holds an item as a debt binder.

As for the sharia foundation that underlies a contract or contract that is carried out, of course, it is required to have a strong foundation in its foundation so that it can be used as a reference in carrying it out. Islam certainly has rules in regulating debt and credit and in accordance with the legal basis derived from the Qur'an and Al-Hadith as the main foundation. The qiyas and ijma' are approaches or agreements from scholars who study the law through the Qur'an and Al-Hadith in applying and determining a law. So that it is not arbitrary in deciding it. Sharia foundations that are related and related to debt and credit events with pawn or collateral include:

### **Qur'anic Foundation**

*If you are on a journey (and you do business not in cash) and you do not have a scribe, then let there be a bond held by the creditor. But if some of you trust others, then let the trustee fulfill his trust and let him fear Allah, his Lord; and do not conceal your testimony. And whoever conceals it, then surely he is the sinner of his heart; and Allah knows best what you do . (QS. Al-Baqarah [2]: 283)*

## Al-Hadith Foundation

*The Prophet bought food grain from the Jews and pawned something that he needed for jihad in the cause of Allah and the exaltation of His word, namely the armor that he used to wear in various battles, as a protection after Allah from the weapons of the enemy and their tricks* . (HR. Al-Bukhari dan Muslim)

## **DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 Concerning Rahn and DSN-MUI Fatwa No. 68/DSN-MUI/III/2008 Concerning Rahn Tasjily**

According to the DSN-MUI fatwa (National Sharia Council - Indonesian Ulema Council) No. 25/DSN-MUI/III/2002 concerning Rahn which stipulates and decides that the law of lending by giving or mortgaging goods as collateral for debt in the form of rahn is permitted with conditions including:

1. Murtahin or receiver of commodities (goods) has the right of authority to hold marhun (collateral) until all debts from rahin (who owes or provides collateral) are repaid.
2. Marhun and the benefits of the collateral remain the property of rahin. In principle, it is not permissible for the murtahin to take advantage of the marhun unless given permission by the rahin, without reducing the quality or value of the marhun and its utilization is just a substitute for the costs of maintenance and care.
3. The maintenance and custody of marhun is generally the obligation of rahin, but can also be carried out by murtahin, while the cost and maintenance of storage (*mu'nah*) remains the obligation of rahin.
4. The cost of safeguarding (maintenance) and holding the marhun, called *mu'nah*, cannot or is prohibited from being set based on the loan limit.
5. Regulations in selling marhun can be done which include:
  - a. Entering into the maturity of the repayment agreement, the murtahin must warn the rahin to pay it off immediately before the sale of the marhun.
  - b. After rahin has been warned regarding the payment of debts that must be repaid and it turns out that rahin is unable to pay in full, then the marhun will be sold by force or executed through a sharia auction.
  - c. Proceeds from the sale of marhun are used to pay off debts, custody and storage costs that have not been paid by rahin and selling costs.
  - d. The excess of the proceeds from the sale of marhun belongs to the rahin and the shortage becomes the rahin's obligation.

After that, the rahn fatwa is divided into several parts and is more specific to rahn tasjily, this is explained in DSN-MUI fatwa No. 68/DSN-MUI/III/2008 concerning Rahn Tasjily which stipulates and decides that the law of lending by giving or mortgaging goods as collateral for debt in the form of rahn is permitted with conditions including:

1. *Rahin* submits valid data on the ownership or certificate of the goods used as collateral (*marhun*) to *murtahin*.
2. The delivery of collateral in the form of valid data in the ownership or certificate does not transfer ownership of the goods to *murtahin*.
3. *Rahin* authorizes *murtahin* to conduct the sale of *marhun*, either through auction or sale to other parties in accordance with sharia principles, in the event of default or failure to repay the debt.
4. The utilization of collateral or *marhun* by *rahin* must be within reasonable limits according to the agreement.
5. *Murtahin* can charge the cost of maintaining and holding *marhun* goods (in the form of valid proof of ownership or certificate) borne by *rahin*, through an ijarah contract.
6. The estimation or amount of the fee as referred to in number 5 must not be linked to the amount of the *rahin's* debt to the *murtahin*.
7. In addition to maintenance costs, *murtahin* can charge other costs if necessary on real expenses (real).
8. The cost of rahn tasjily insurance is borne by the *rahin*.

Through explanation and understanding of the understanding and sharia basis for the rahn contract. An agreement, contract or contract in Islam must fulfill the pillars and conditions of the contract to make the contract valid, as well as the rahn contract, whose pillars and conditions must be fulfilled. According to the majority of scholars, there are 4 pillars of the rahn contract, namely:

1. *Marhun* (Pawn Goods)

According to Abu Lubaba from Darsono and Ali, it is explained that sharia contracts are divided into two, valid contracts and *ghairu shahih* contracts, valid contracts are contracts that are legally perfect in fulfilling the pillars and conditions of the contract and apply the consequences arising from the contract that are definitely binding on the parties to the contract. According to Abdul, the first pillar of the contract must have economic value, must be transactable and can be handed over during the contract. It is obligatory or required to be valuable and usable property or *mal al mutaqaqqim*, if there is only benefit, the item cannot be used as *marhun*

because it cannot be handed over when making a contract, besides that the benefits cannot be clearly known in value.

## 2. *Marhun bih* (Debt or Loan Money)

According to Abu Lubaba from Dimyauddin said that the *marhun bih* which the Shafi'iyah and Malikiyyah set the main conditions including:

- a) Mortgaging is done with a fixed and obligatory debt.
- b) The pawned item can be valued in money so that it can be used or sold to pay the debt.
- c) The amount of debt given has a value that is no more than the original value of the goods.
- d) Debts that are required or obligatory are binding, such as the price of goods used in buying and selling.
- e) The amount of the debt is known clearly and definitively.

## 3. *Ijab Qobul* atau *Sighat*

The last pillar is an agreement that will bind the parties so that the contract will run, which is carried out by handover.

After explaining the pillars of the rahn contract, according to Jauhairina Galini, Nia Dmayanti Putri Pratama and Intan Aprilia Haresma, of course there are several conditions that must be met for the contract to be valid, including:

- a) Both parties between *rahin* and *murtahin* have conditions that must understand the contract to be carried out and both are reasonable and have *baliqh*.
- b) The requirements of the pledged goods (*marhun*) are that the goods have a real form when the contract is in process or running, but if the goods are not in shape, they can show their ownership data such as land documents or licenses (certificates), vehicle letters or licenses and so on. The pawned goods should not be defective or damaged before the due date comes, *murtahin* may only store or hold the goods and may not utilize them unless they get permission from *rahin* in accordance with the fatwa from DSN-MUI above, the goods cannot be pawned again to carry out debt transactions with other people or institutions if they are still in the contractual relationship. If the debt has come due, *murtahin* can sell the collateral with the assistance of *rahin* to pay his obligations and *murtahin* must be obliged to replace the pledged goods if they are damaged or defective when he holds and stores (careless storage).

## **Research Methods**

The research model used in this research is normative juridical (legal research). According to the Black Law Dictionary, it explains that legal research is carried out to find and accumulate legal materials that have authority or power regarding certain legal issues and fields of study related to compiling the enactment of legal materials that have authority regarding certain rumors, rumors and issues. According to Rahmat Ramadhani from Istanto, it is explained that legal research or study is research that is implemented specifically on legal science. According to Rahmat Ramadhani from Marzuki, legal research or study is a process to obtain and find legal regulations, legal principles and foundations, and legal doctrines in order to answer the legal issues or rumors at hand.

Through this explanation, it can be concluded that legal research uses analysis with a statutory strategy (statue approach) and conceptual strategy (conceptual approach). The legal basis used in this research uses fatwas from DSN-MUI, namely DSN-MUI No. 68/DSN-MUI/III/2008 concerning Rahn Tasjily and DSN-MUI No. 25/DSN-MUI/III/2002 concerning Rahn. Some sources of data or secondary materials come from books, journals, while for non-laws come from documents from PT. Pegadaian Syariah UPS Senenan, indirect interviews with unit leaders of PT. Pegadaian Syariah UPS Senenan and direct observation together in the implementation process.

## **Results and Discussion**

### **Mechanism of Implementation of Sharia KUR Products at PT Pegadaian UPS Senenan**

According to Ms. Retna Nurlita in a brief interview by asking several questions in the form of a questionnaire, she explained that the emergence of KUR Syariah implemented by PT Pegadaian Syariah is a government program that is carried out based on the needs of the community, especially in micro and small entrepreneurs to improve the economy. As for the conditions for applying for the Sharia KUR, Mrs. Dien Faradhilla explained that the Sharia KUR at PT Pegadaian Syariah can be submitted if the customer has not or does not have loan obligations from other institutions similar to Sharia KUR. Mrs. Dien Faradhilla explained that the conditions required for applying for Sharia KUR apart from the absence of obligations or dependents from other institutions are also by bringing several documents that are used as conditions for applying for Sharia KUR and are also listed in the product of Sharia KUR PT. Pegadaian UPS Senenan including:

1. Have a business that has been running by including the original *Surat Keterangan Usaha* or Business Certificate (SKU) or a photocopy of the SIUP.

2. Copy of ID card of husband and wife of married customers or copy of relatives or closest family for customers who are not married along with personal ID card.
3. *Kartu Keluarga* or Copy of Family Card (KK).
4. Copy of marriage certificate for customers (prospective rahin) who are married.
5. Photo pass of 3Ã—4 of husband and wife for married customers, for those who are not married in accordance with the data from submission requirement number two above which has been explained.
6. Include a *Surat Keterangan Domisili* or Domicile Certificate (SKD) for customers whose address is different from their KTP.
7. Additional documents required as collateral of business assets and others.

In general, Ms. Retna Nurlita explained that KUR Syariah has similarities in the implementation scheme with Arrum BPKB, the fundamental difference between the two is in marhun. Although PT Pegadaian Syariah claims that KUR Syariah can be submitted without collateral in its marketing, the facts explain that the contract carried out in KUR Syariah must use marhun because the implementation of the KUR Syariah product uses a rahn tasjily contract. However, based on the explanation from Ms. Dien Faradhilla and Ms. Retna Nurlita as unit leaders, it is explained that the KUR Syariah is not completely unsecured, the marhun provided as collateral to fulfill the rahn tasjily contract in the KUR Syariah is the business asset of the customer as rahin.

According to Volvo Sihombing and Gomal Juni Yanris, it is explained that an asset is an item that has economic value, commercial value or exchange value owned by an individual or agency. Meanwhile, in the business itself, which specifically in KUR Syariah leads to the understanding of *Usaha Mikro, Kecil dan Menengah* or Micro, Small and Medium Enterprises or hereinafter referred to as UMKM through an explanation from Ms. Retna Nurlita as the former branch manager of PT Pegadaian Syariah UPS Bangkalan who explained that KUR Syariah was enacted to meet the needs of the community and to improve the economy, this is also what makes KUR Syariah a special product for customers who are included in the category of UMKM.

According to Yuli Rahmini Suci, the definition of UMKM itself is explained through UU (Law) No. 09 of 1999 and due to the circumstances of increasingly dynamic developments, it has changed to UU (Law) No. 20 Article 01 of 2008 concerning UMKM, which when concluded from the UU (Law) explains that UMKM are productive businesses owned by individuals and/or individual business entities that meet the criteria for UMKM as stipulated in the Law above.

Thus, some of the definitions above explain that business assets are items that have economic value, commercial value or exchange value and are used as a form of business activities such as land, houses, gold, money, business equipment, machinery, cash, securities, merchandise from businesses and other objects that have a physical form. Through this explanation, business assets have met the requirements as marhun from the rahn contract and can be used as collateral. As for the goods pledged or withheld if the goods are intangible, they can show proof of ownership such as land documents or certificates, vehicle documents and so on, as explained from the pillars and conditions in the rahn contract, especially in rahn tasjily.

The mechanism carried out in KUR Syariah products can be seen through the implementation chart of the rahn tasjily contract for KUR Syariah products to make it easier to understand the mechanism for implementing Sharia KUR at PT. Pegadaian Syariah UPS Senenan, as follows:

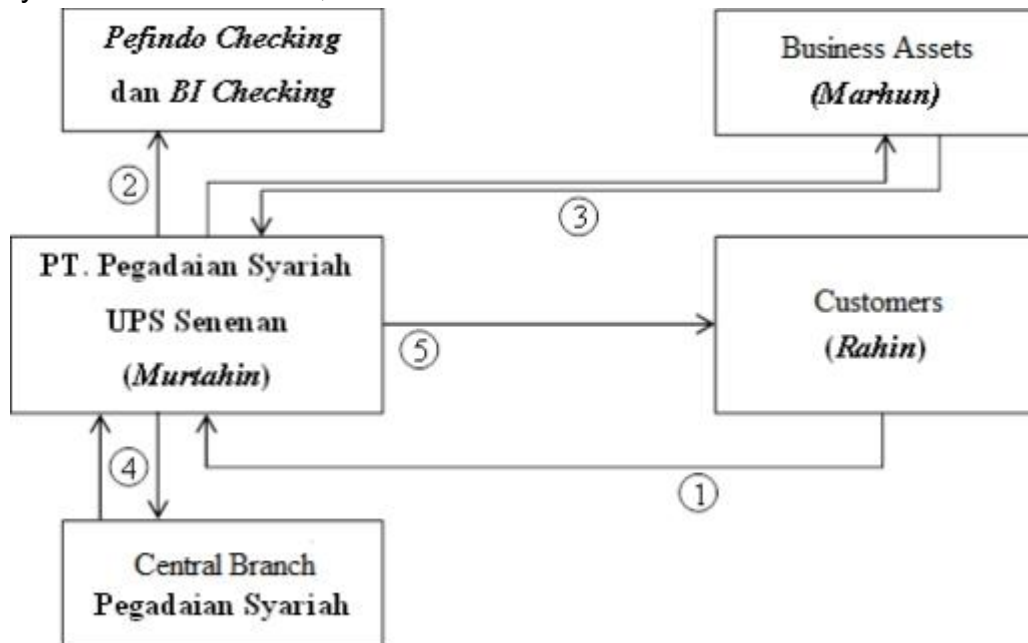


Figure 1. Secondary Data

1. Through the scheme above, it is known that KUR Syariah financing has several stages that must be passed until it reaches a final agreement. Previously, customers would go to the nearest unit or branch office to apply for KUR Syariah such as PT Pegadaian Syariah UPS Senenan. Customers will be asked to complete several requirements in the form of documents that must be provided as previously explained, namely Business, *Kartu Tanda Penduduk* or Identity Card (KTP), *Surat Keterangan Usaha* or Business Certificate (SKU), SUIP and others. The businesses that meet the criteria in applying for KUR Syariah include:

- a) Having a legitimate business according to the law and Islamic sharia, some examples are businesses that are not engaged in businesses that contain elements of usury or businesses that are not engaged in prohibited businesses.
  - b) At least 17 years old with proof of attaching a KTP (Identity Card).
  - c) Have regular income on a daily, monthly or annual basis by attaching a business financial report.
  - d) Prospective rahin is not currently getting financing facilities from the government and other financial institutions.
2. Furthermore, the documents that have been provided by the customer to PT. Pegadaian Syariah UPS Senenan will be verified, starting from KK, KTP and other documents. After that, PT. Pegadaian Syariah UPS Senenan will conduct checks through BI checking or Pefindo checking.
  3. After verifying the customer's data, PT. Pegadaian Syariah UPS Senenan will order several teams to survey the customer's business location and check the total business assets. The team will write down every business asset owned by the customer that will become collateral. The business assets will be listed or written by the team into the Business Asset Register Letter as Principal Collateral for ARRUM E-LOAN KUR which contains the register number, name, occupation, address and asset description. Not only that, each item used as collateral has an asset ownership identification number, some examples include:
    - a) If the asset is a motor vehicle, the Asset ownership identification number will be filled in with the BPKB number.
    - b) If the asset is in the form of land and/or building, the Asset ownership identification number will be filled in with the certificate number.

Another requirement is that the collateral determined by PT. Pegadaian Syariah must and must have an asset value. After all asset values are written down, they will be totaled and entered into the total asset value (principal collateral). After the team completes the survey, the team will submit the survey results along with the loan amount to be given from the total assets to the branch or central office. The loan application has a limit of up to IDR (Rp) 10,000,000.00, this is done because the funds from KUR Syariah from PT. Pegadaian Syariah UPS Senenan are subsidized by the government in facilitating the distribution of funds to people with small and micro businesses. Customer data and survey results will be submitted through PT. Pegadaian Syariah UPS Senenan's website called Pegadaian Prime.

4. After the team from PT. Pegadaian Syariah UPS Senenan provides the surveyed customer data to the branch office (if the customer applies through the unit office).

The customer and the unit office will wait for approval of the disbursement of funds from the branch office.

5. When the branch or central office has approved, PT. Pegadaian UPS Senenan will ask the customer to go to the office to hand over, sign the agreement and acceptance of *marhun bih* and *ijab qobul*. The process carried out in *ijab* and *qobul* itself includes:
  - a) Customers will be directed to PT. Pegadaian Syariah UPS Senenan
  - b) The customer receives the loan by explaining it to the appraiser verbally.
  - c) The appraiser will make a contract agreement letter along with the *rahn tasjily* installment letter as a form of *ijab* and *qobul* in writing as well as proof of owning collateral and borrowing from PT Pegadaian Syariah UPS Senenan.
  - d) Customers are expected to read the contents of the agreement letter.
  - e) The customer will make a handover with the signature of the agreement on each sheet.
  - f) The customer will hand over by signing the power of attorney for physical encumbrance (*Surat Fisuida*) and other documents.
  - g) Loan funds are provided to customers along with an agreement letter and installment table.

In the *ijab* and *qobul* process, it is explained about the Power of Attorney for Encumbrance of *Fisuida* (*Surat Kuasa Pembebanan Fisuida*), the letter is related to and cannot be separated from the Business Asset Register Letter as Principal Collateral for ARRUM E-LOAN KUR (*Surat Register Aset Usaha Sebagai Agunan Pokok ARRUM E-LOAN KUR*). The requirements in the Business Asset Register Letter as the Principal Collateral for ARRUM E-LOAN KUR itself include business assets that are truly full property rights, not in a guarantee status and / or will be used as collateral according to debts to parties other than PT Pegadaian Syariah UPS Senenan and if for some reason PT Pegadaian Syariah UPS Senenan believes that the value of the collateral has decreased, then the customer (*rahin*) is obliged to submit a description of his other assets until their value can cover the customer's debt (*rahin*). While the provisions are in the implementation of the encumbrance of the *fisuida* must be in accordance with the applicable legislation and the business assets contained in the register must be in a well-maintained condition and the *rahin* is responsible for all damage and loss either due to deliberate or negligent *rahin*.

**Implementation of the Rahn Agreement for Sharia KUR Products at PT. Pegadaian Syariah UPS Senenan Based on DSN-MUI Fatwa No. 68/DSN-MUI/III/2008**

Financing of KUR Syariah at PT. Pegadaian Syariah UPS Senenan basically requires a review based on the fatwa from DSN-MUI No. 68/DSN-MUI/III/2008 concerning Rahn Tasjily with the aim that its implementation does not conflict with Islamic sharia. Previously, it has been explained what conditions must be met in rahn tasjily in DSN-MUI No. 68/DSN-MUI/III/2008 which is binding with the fatwa from DSN-MUI No. 25/DSN-MUI/III/2002. In practice, the financing or implementation of KUR Syariah at PT. Pegadaian Syariah UPS Senenan is as follows:

1. In the implementation of KUR Syariah at PT Pegadaian Syariah UPS Senenan, rahin only submits legal proof of ownership of the collateral to PT. Pegadaian Syariah UPS Senenan. This is evidenced in the Business Asset Register Letter as Principal Collateral for ARRUM E-LOAN KUR and is binding with a Power of Attorney for Encumbrance of Fisuida. Not only that, several certificates or legal ownership letters will be held together with the attachment of the Business Asset Register Letter as the Principal Collateral for ARRUM E-LOAN KUR and the Power of Attorney for Encumbrance of Fisuida by PT Pegadaian Syariah UPS Senenan until rahin pays off his debt. The ownership letter can be in the form of BPKB, land certificate or others.
2. The delivery of the collateral does not make ownership transfer to murtahin. This is evidenced by the submission of proof of ownership only in the implementation of Sharia KUR products in the form of a *Nomor Induk Berusaha* or Business Identification Number (NIB) or *Surat Keterangan Usaha Mikro* as Micro Business Certificate and other ownership letters.
3. *Rahin* gives his *Surat Kuasa* or Power of Attorney to PT. Pegadaian Syariah in its implementation, this can be proven in a valid Fisuida Power of Attorney on stamp duty. The contents of the Fisuida Power of Attorney include:
  - a) The authorizer (*rahin*) imposes a physical guarantee for debt repayment based on the KUR Syariah Akad that has been signed by the authorizer (*rahin*) on the object of the physical guarantee in the form of business assets as stated in the Business Asset Register Letter as Principal Collateral for ARRUM E-LOAN KUR.
  - b) For this purpose, the power of attorney (*rahin*) is given the power to meet parties who have the authority, give and/or request data in the form of information, show and submit licenses or letters, make and sign the Fisuida Collateral Deed and other necessary documents, choose a residence (domicile), give information that the object of the fisuida guarantee is really owned by rahin and is not subject to dispute, free from any burden and promises that have been agreed by the authorizer (*rahin*) in the fisuida guarantee deed, pay all dependents, costs or obligations and receive proof of payment for all payments that appear from the implementation of the fisuida power of attorney.

4. *Rahin's* goods must be utilized within reasonable limits according to the agreement contained in one of them in the Business Asset Register Letter as Collateral for ARRUM E-LOAN KUR (*rahn tasjily* contract)..
5. In KUR Syariah financing, PT. Pegadaian Syariah UPS Senenan sets *mu'nah* on a letter or certificate of legal ownership for the cost of maintaining and storing goods that must be borne by *rahin*. However, the implementation of *mu'nah* in KUR Syairah does not explain the use of an *ijarah* contract. Thus, the only contract that runs in KUR Syariah is the *rahn tasjily* contract.
6. In providing *mu'nah* fees, unfortunately the contract agreement does not explain whether the determination of *mu'nah* fees is based on total business assets or otherwise. The resource person from PT. Pegadaian Syariah UPS Senenan only explained that KUR Syariah loans are assistance or subsidies from the government.
7. *Rahin* may be subject to *mu'nah* fees in addition to the stipulation of maintenance fees and storage fees, namely other fees which can be in the form of administrative and other fees.
8. After agreeing, PT. Pegadaian Syariah will provide an installment table in which the cost of *rahn tasjily* insurance is borne by *rahin*.

## Conclusion

Based on the research and discussion above, it can be concluded that the application of KUR Syariah financing at PT. Pegadaian Syariah UPS Senenan is quite in accordance with the DSN-MUI fatwa No. 68/DSN-MUI/III/2008 and DSN-MUI No. 25/DSN-MUI/III/2002. However, some things cannot be explained in this research such as the determination of *mu'nah* fees and in its application does not apply an *ijarah* contract as it should be done. Thus, the only contract only uses the *rahn tasjily* contract. Aside from determining the amount of the *mu'nah* fee and not implementing the *ijarah* contract. The provisions stipulated in KUR Syariah are in accordance with the DSN-MUI fatwa No. 68/DSN-MUI/III/2008 concerning *Rahn Tasjily*.

## Advice

Based on the results of the research and discussion described above, the authors provide suggestions for future researchers to conduct further research related to the source of determining the *mu'nah* fee from KUR Syariah products and can develop previous research that is less than perfect. Suggestions for PT. Pegadaian Syariah UPS Senenan to evaluate Islamic KUR products and other products periodically with the aim of perfecting Islamic sharia in their implementation.

Explain to the public regarding KUR Syariah which has collateral in the form of business assets. Provide strict supervision in the implementation of the *rahn tasjily*. DSN-MUI can also provide more specific information related to the amount of *mu'nah* for PT. Pegadaian Syariah UPS Senenan can determine and provide limits when providing the amount of *mu'nah* fees.

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