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## Development and Application of Akad Rahn in Nash Perspective

*Fikri 'Ainul Qolbi*<sup>1\*</sup>, *Bima Wahyu Adi Nugraha*<sup>2</sup>, *Nur Cholis Pratomo Wibowo*<sup>3</sup>,  
*Muhammad Faisal Hamdi*<sup>4</sup>, *Muhammad Syafiq Fajar Nugroho*<sup>5</sup>

<sup>1,2,3,4,5</sup>Magister of Islamic Economic Law, Universitas Muhammadiyah Surakarta, Indonesia

<sup>1\*</sup>[o200220019@ums.ac.id](mailto:o200220019@ums.ac.id), <sup>2</sup>[o200220026@ums.ac.id](mailto:o200220026@ums.ac.id), <sup>3</sup>[o200220022@ums.ac.id](mailto:o200220022@ums.ac.id),  
<sup>4</sup>[o200230002@ums.ac.id](mailto:o200230002@ums.ac.id), <sup>5</sup>[o200230003@ums.ac.id](mailto:o200230003@ums.ac.id)

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**Abstract:** *An increasingly complex financial system requires Muslim scholars to closely observe the limits of what Sharia allows. The scholars of Fiqh agreed that Ar-Rahn could be done on the way and in a state of presence on the spot. As long as the collateral can be directly held/legally controlled by the receivable. This study used a descriptive qualitative method. In this case, the Rahn contract is analyzed using regulations, as well as the postulates underlying the formation of the contract to develop to this day. Financing accompanied by al-Rahn (al-Tamwil al-Mautsuq bi al-Rahn) is the permissibility of Rahn contracts only for accounts receivable (al-dain) which include factors of (1) qard contracts, (2) non-cash buying and selling (al-bai) and (3) lease contracts (ijarah) whose ujarah payments are non-cash or tajil.*

**Keywords:** *rahn, gadai, akad, majlis ulama' Indonesia, fatwa.*

### INTRODUCTION

The development of the Islamic financial system is marked by the establishment of various kinds of Islamic financial institutions and the emergence of various financial instruments that adhere to the sharia system. Islamic Financial Institutions themselves are essentially different from Conventional Financial Institutions in terms of objectives, mechanisms, scope, and responsibilities [1]. The basis of Rahn's law is found in the Qur'an Surat Al-Baqarah verse 283 which means that if you are on a trip and pay in cash you do not get a writer, then there should be dependents held by the debtor. In fulfilling sharia principles, DSN MUI also issued Fatwa DSN MUI No. 25/DSN-MUI/III/2002 concerning Rah, fatwa DSN MUI No. 26/DSN-MUI/III/2002 concerning pawn ema, DSN MUI also issued Fatwa DSN MUI No. 68/DSN-MUI/III/2008 concerning Rahn Tasjily. With the fatwa issued by DSN, MUI has become a reference and legality that applies to Islamic financial institutions in Indonesia. In Institutional Aspects to Peraturan Number 103 of 2000 [2]–[6].

In Islamic Law, the concept of pawn is referred to as Rahn. The word Al-Rahn comes from Arabic which means to establish something. The term Rahn linguistically means "to hold" to mean to hold something to serve as collateral for debt [7]. The definition of pawn according to Shara Law is to make an item that has property value in the view of Shara as collateral to take all or part of the debt from the item [8]–[11].

The scholars of Fiqh submit that Akad Rahn is permissible in Islam based on the Qur'an and Sunnah Rasul in the Letter of Al-Baqarah verse 283 of Allah said [12]:

وَإِنْ كُنْتُمْ عَلَى سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْتُمْ مَقْبُوضَةً فَإِنْ أَتَى بَعْضُكُمْ بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِيَ  
أَمْنَتَهُ، وَلْيَتَّقِ اللَّهَ رَبَّهُ، وَلَا تَكْتُمُوا الشَّهَادَةَ، وَمَنْ يَكْتُمْهَا فَإِنَّهُ آثِمٌ قَلْبُهُ، وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ

It means: “If you are on the way (and not in cash) while you do not have a writer, then there should be dependents held (by the debtor) but if some of you trust others, then let the believer fulfil his commission (his debt) and let him be devoted to Allah his Lord; and ye (witnesses) shall not hide their testimony, and whosoever concealeth it, he is a sinner in heart; and Allah knows what you do. The dependents are held when each other does not believe, believe”.

The scholars of Fiqh agreed that Ar-Rahn could be done on the way and in a state of presence on the spot. As long as the collateral can be directly held/legally controlled by the receivable. That is because not all collateral can be held/controlled by the giver of the receivable directly. So at least there is some kind of handle that can guarantee that the goods are in the status of al-Marhun (as collateral for debt). For example, if the collateral is in the form of a piece of land, then what is controlled is the land guarantee letter [13]–[17].

## LITERATURE REVIEW

Several theories about rahn as well as research that discusses it using the nask perspective conclude that the practice of rahn (pawn) has been practiced by the Prophet صلى الله عليه وسلم, his companions, and subsequent scholars. Rahn's practice was once only between individuals, now it develops individuals with Institute or Institute with Institution. Rahn's practice has been legalized and recognized by legislation (Qanun) in Indonesia. Financing accompanied by al-Rahn (al-Tamwil al-Mautsuq bi al-Rahn) which states the permissibility of Rahn contracts only for debts receivable (al-dain) arising from, among others, (1) qard contracts, (2) cashless buying and selling (al-bai) and (3) lease contracts (ijarah) whose ujah payments are not cash.

The practice of rahn in LKS has no fines or interest but may take the administrative fee set at the time of contract. Storage costs (marhun) are borne by rahn, the amount of the cost should not be determined based on the loan amount. With this, the rahn contract in the legality of law in Indonesia is allowed and recorded in Islamic law that the rahn contract is valid. Financing accompanied by a rahn contract has been affirmed in fatwa DSN-MUI number 92 of 2004. Regarding financing accompanied by al-Rahn (al-Tamwil al-Mautsuq bi al-Rahn) which states the permissibility of Rahn contracts only for debts receivable (al-dain) arising from, among others, (1) qard (loan) contracts, (2) non-cash sale and purchase (al-bai) and (3) lease contracts (ijarah) whose ujah payments are not cash, the following is an annexe to the DSN-MUI fatwa related to rahn contracts [18]–[21].

The implementation of akad rahn, or guarantee in Islamic financial transactions, has become a major concern in the development of the Islamic economy. From the perspective of the Qur'an and sunnah, this concept has gained a strong foothold. The Qur'an expressly acknowledges the existence of guarantees in some contexts, such as in Surah Al-Baqarah verse 283 which affirms the importance of guaranteeing debts with fair witnesses. In addition, the hadiths of the Prophet Muhammad (peace be upon him) also give directions on the use of guarantees in various economic transactions. The development of the implementation of the rahn contract from the perspective of Nash al-Qur'an and

sunnah includes efforts to integrate ethical values and principles of justice in financial practice. This is reflected in fair and transparent assurance practices, where the pledged property must be assessed objectively and not harm either party. In addition, the proper implementation of the rahn contract also emphasizes the importance of safeguarding the rights of both parties, both the guarantor and the recipient of the guarantee. Thus, the development and implementation of the rahn contract from the perspective of the Nash al-Qur'an and sunnah not only emphasizes aspects of legality but also moral and ethical values in Islamic economic activities [18]–[21].

## METHODOLOGY

This study used a descriptive qualitative method. The method explains something that is based on descriptive data processing. This method was chosen based on the available literature and then presented to find out the purpose of the research. In this case, the Rahn contract is analyzed using regulations, as well as the postulates underlying the formation of the contract to develop to this day [22]–[25].

Descriptive qualitative research methods on the development and implementation of akad rahn from the perspective of nash al-Qur'an and Sunnah are also conducted through an in-depth case study approach to the practices of akad rahn in various Muslim communities. This research also explores the understanding and practical application of the concept of rahn as found in the Qur'an and hadith, and traces the evolution of the concept in contemporary financial practice.

The method also involves in-depth interviews with religious experts, Islamic finance practitioners, and individuals involved in rahn transactions. In addition, analysis of legal documentation and Islamic literature as well as studies of real cases are carried out to illustrate how the contract is carried out, identify the challenges faced, and understand the influence of the social, economic, and cultural context on its implementation. The results of this study are expected to provide a better understanding of the practice of akad rahn from the perspective of Islamic sharia as well as recommendations to improve its understanding and practice in contemporary society [22]–[25].

## RESULTS AND DISCUSSION

Sharia pawnshops are implemented based on the provisions of Islamic Law, namely the Qur'an and hadith, as well as the fatwas of the National Sharia Council of the Indonesian Ulama Council. Sharia pawn activities are an economic phenomenon that has only been born since the regulation of Law Number 7 of 1992. Law Number 10 of 1998. Law Number 21 of 2008 concerning Islamic banking. This regulation was responded to by the National Sharia Council by issuing fatwa Number 25/DSN-MUI/III/2002 concerning Rahn and fatwa Number 26/DSN-MUI/III/2002 concerning Golden Rahn [26]–[30].

The definition of the pawn (ar-rahn) according to Wahbah Al-Zulaihi from the view of four schools:

1. Shafi'iyah scholars define the contract of ar-rahn as: "Making al-Ain (goods) a watsiqah (guarantee) of a debt for which the goods are used to pay the debt (al-Marhuun bihi) when the party al-Madiin (the debtor, arRaahin) cannot pay the debt. The above definition confirms that this school does not allow rahn only with something that is taken advantage of, because the benefits of something may be exhausted and lost, so it cannot be used as a guarantee that can be measured in value and price.

2. Hanabilah scholars define ar-Rahn as: "Property that is used as watsiqah (collateral) of a debt that when the party who bears the debt cannot pay it off, then the debt is paid using the price of the proceeds of the sale of the property used as watsiqah (collateral)" [31].
3. Malikiyya scholars define ar-Rahn as: "Something mutamawwal (in the form of property and having value) which is taken from its owner to serve as watsiqah (collateral) of debt that is common (its existence is already positive and follows) or that will become laazim" [32].
4. Hanafiah scholars define ar-Rahn as: "Making something to be pledged and being able to repay the debt with that guarantee". The understanding put forward by Hanafi scholars shows that the amount of collateral does not have to be proportional to the amount of the loan, meaning that the collateral for this group can be smaller than the value of the debt. Because the collateral of its position is the reinforcement of the agreement [33].

The definition expressed by the scholars is divided into two views, namely regarding goods that can be used as debt collateral. The definitions put forward by Shafi'iyah and Hanabilah show the understanding that goods that can be used as debt (collateral) are only material assets, excluding benefits as stated by Maliki scholars, even though these benefits according to them Shafi'iyah and Hanabilah are included in the definition of property.

### **Akad Rahn according to DSN MUI by Yuridis**

The MUI has issued fatwas on the rahn contract very much and explicitly contains the practice of rahn. The fatwa that has been issued by DSN MUI is also a reference for financial institutions in Indonesia and binding for people who come into contact with the rahn contract. Among them [34]. Fatwa DSN-MUI Number: 25/DSN-MUI/III/2002 concerning Rahn; Fatwa DSN-MUI Number: 26/DSN-MUI/III/2002 concerning Golden Rahn [35]–[38]. Fatwa DSN-MUI Number: 68/DSN-MUI/III/2008 concerning Rahn Tasjily [39], [40].

In general, there are three considerations of MUI issuing a fatwa on rahn [41]:

- a. Akad Rahn is a necessity for the community as a product of a Funding Institution such as Mudharabah Development.
- b. Response from Islamic financial institutions from community needs
- c. To make instructions for the perpetrators of akad rahn not to go out of the principles of sharia.

### **Rahn According to the Qur'an and Sunnah**

- a. Firman Allah, QS. Al-Baqarah: 283:

وَإِنْ كُنْتُمْ عَلَى سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَانٌ مَّقْبُوضَةٌ

"And if ye are on the way when ye have not found a scribe, let there be dependents to hold..."

b. Hadith of the Prophet narrated al-Bukhari and Muslim from 'Aisha (r.a.), he said:

أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ اشْتَرَى طَعَامًا مِنْ يَهُودِيٍّ إِلَى أَجَلٍ وَرَهْنَهُ دِرْعًا مِنْ حَدِيدٍ.

"Indeed, the Prophet (peace be upon him) once bought food in debt from a Jew, and the Prophet pawned an armor to him."

c. The hadith of the Prophet narrated al-Shafi'i, al-Daraquthni and Ibn Majah from Abu Hurayrah, the Prophet s.a.w. said:

لَا يُغْلَقُ الرَّهْنُ مِنْ صَاحِبِهِ الَّذِي رَهْنَهُ، لَهُ عُنْمُهُ وَعَلَيْهِ غُرْمُهُ.

"It is inseparable from the ownership of the pawn from the owner who mortgaged it. He benefits and takes the risk."

d. The scholars agreed to allow Rahn's akad. (al-Zuhaili, al-Fiqh al-Islami wa Adillatuhu, 1985, V: 181)

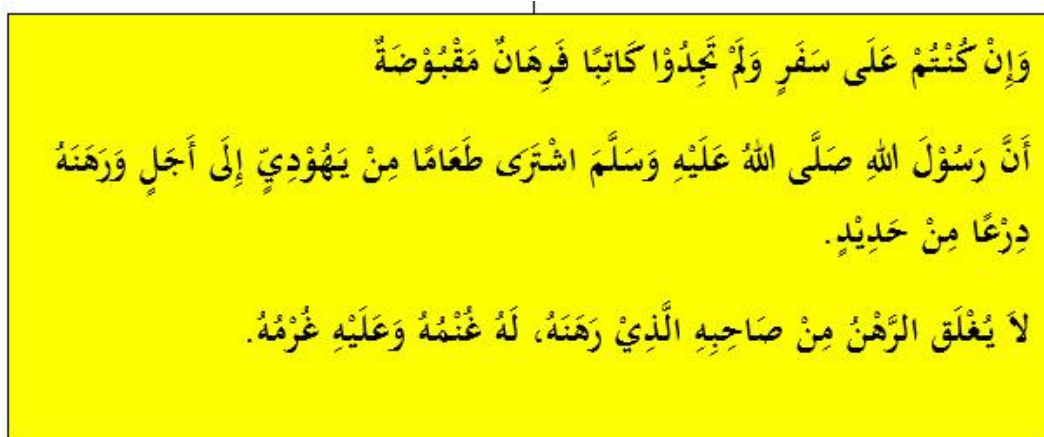


Figure 1. Basic Verse in the Qur'an on Rahn (Pawning)

### Implementation of Rahn's Contract Development

a. Akad rahn in sharia financial board

There are 2 types of sharia products in the financial board that use akad rahn: akad rahn as a complementary product, at this position akad rahn only as an additional akad which is not the main akad such as the financing of akad murabahah, akad qard and akad ijarah which requires a guarantee (borg); rahn as a distinctive product as in the shariah charge in which the akad is pure pawn is not because there is a belief [42], [43].

b. Reconciliation accompanied by Rahn

In fatwa DSN-MUI number 92 of 2004. Regarding the financing accompanied by al-Rahn (al-Tamwil al-Mautsuq bi al-Rahn) states that it is permissible to contract rahn only on accounts receivable (al-dain) arising from, among others: contract qard (loan); non-cash buying and selling (al-bai) and; Lease agreement (ijarah) for which ujah payment is not cash [44]-[46].

The qord contract includes a grant contract because it provides benefits to others, but in the contract, the creditor is allowed to give the option to provide collateral in the loan

(marhun), in other words, the creditor can be sold according to the initial agreement [47]–[49].

Other conditions also occur in debt receivables, sale, and purchase, greetings or *istisna* in which before the goods are made, the buyer has provided a guarantee of money so that it can be used to produce goods and meet needs, while the buyer gets a guarantee of goods by the agreement and specifications at the beginning.

c. Utilization of collateral

The form of marhun goods should be those that have a selling and valuable value, three opinions can be classified.

Generally, scholars do not allow the use of marhun with the exception that *rahin* does not want to give collateral in this case *murtahin* can benefit from the maintenance of marhun.

The original law of the use of marhun is not permissible because the collateral does not belong to the *murtahin* in full unless the *rahin* is unable to pay the debt and the *murtahin* has the right to utilize the goods and even sell them as compensation [50].

## CONCLUSION

The practice of Rahn has existed since the time of the Prophet Muhammad SAW, it's just that ancient times were practised between individuals and began the development of the times the dynamics of the world are changing and problems are increasingly complex to support all that Islamic law must be able to provide a view that is not detrimental to progress to move more modern. Financing accompanied by al-Rahn (al-Tamwil al-Mautsuq bi al-Rahn) is the permissibility of Rahn contracts only for accounts receivable (al-dain) which include factors of (1) qard contracts, (2) non-cash buying and selling (al-bai) and (3) lease contracts (ijarah) whose *ujrah* payments are non-cash or *tajil*. The practice of rahn in LKS has no fines or interest but may take the administrative fee set at the time of contract. Storage costs (marhun) are borne by *rahin*, the amount of the cost should not be determined based on the loan amount.

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## Author Contribution

All authors contributed equally to the main contributor to this paper, all authors read and approved the final paper, and all authors declared no conflict of interest.

## Conflicts of Interest

All authors declare no conflict of interest.

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