

Application of *Al-Uqud Al-Murakkabah* in Gold Pawn Products at Pegadaian Syariah

¹Ummi Kalsum, ²Nurnilawati, ²Husain Insawan

¹²³Fakultas Ekonomi dan Bisnis Islam IAIN Kendari

Abstract

Research on the application of al-uqud al-murakkabah contracts in Islamic pawnshops has long been a concern of researchers. However, the research is not specific about the application of al-uqud al-murakkabah in Islamic pawnshops. This research aims to find out the application of al-uqud al-murakkabah in gold pawn products in Islamic pawnshops. The methods used are interview and observation. This research theory uses a normative juridical approach, based on the DSN-MUI fatwa and multi-contract criteria. The results of this study indicate that the application of al-uqud al-murakkabah in gold pawn products in Islamic Pawnshops using three contracts, namely the qard contract, rahn contract, and ijarah contract is in accordance with the DSN-MUI Fatwa. However, the application of the three contracts is not carried out separately, which is contrary to the criteria for multi-contracts that are allowed. This research found indications of combining buying and selling with debt and credit, which is prohibited because combining the two contradicts its character and nature.

Keywords: Al-Uqud Al-Murakkabah, Hybrid contract, Gold pawn, Islamic Pawnshop.

Penerapan *Al-Uqud Al-Murakkabah* Pada Produk Gadai Emas di Pegadaian Syariah

Abstrak

Penelitian tentang penerapan akad al-uqud al-murakkabah di pegadaian syariah telah lama menjadi perhatian peneliti. Namun penelitian tersebut tidak spesifik menyoal tentang bagaimana penerapan al-uqud al-murakkabah di pengadaian syariah. Riset ini bertujuan untuk mengetahui penerapan al-uqud al-murakkabah pada produk gadai emas di pengadaian syariah. Metode yang digunakan adalah wawancara dan observasi. Teori riset ini menggunakan pendekatan yuridis normatif, berdasarkan fatwa DSN-MUI dan kriteria multi akad. Hasil penelitian ini menunjukkan bahwa penerapan al-uqud al-murakkabah pada produk gadai emas di Pegadaian Syariah menggunakan tiga akad, yaitu akad qard, akad rahn dan akad ijarah telah sesuai dengan Fatwa DSN-MUI. Namun penerapan tiga akad tersebut tidak dilakukan secara terpisah, hal ini bertentangan dengan kriteria multi akad yang dibolehkan. Riset ini menemukan adanya indikasi penggabungan jual beli dengan hutang-piutang yang dilarang, karena menggabungkan dua bertentangan karakter dan sifatnya..

Kata kunci: Al-Uqud Al-Murakkabah, Hybrid contract, Gadai emas, Pegadaian Syariah.

Author correspondence

Email: : kalsumummi75@gmail.com

Available online at <http://jurnal.iaingorontalo.ac.id/index.php/au/index>

A. Introduction

Islamic pawnshops implement gold¹ pawning not with *rahn*² which is independent, but *rahn* which is converged with other contracts, namely *qardh* and *ijarah* contracts. The main contract used in Islamic pawnshops is the *qardh* contract. However, if this contract is implemented independently, there is no profit for Islamic pawnshops. Therefore, the *qardh* contract is then complemented with an *ijarah* contract and a *rahn* contract.³ In fiqh studies, this term is known as *al-uqud al-murakkabah* or multi-contract (hybrid contract),⁴ which is a contract that brings together several contracts in one contract.⁵

Ar-*rahn* has been applied as a transactional contract in Islamic countries. A recent study reported the current practice of *al-Rahn* (mortgage) by Real Estate Agents (REAs) in Afghanistan, considered by local scholars and muftis to be unclear, just a form of economic pragmatism.⁶ In cases in Indonesia where the application of *rahn* is often not in accordance with the basic law of *rahn*, the use of collateral that does not belong to it and without the permission of the owner often occurs in BMT.⁷ In the current period of advancement of financial and banking institutions, the concept and topic of hybrid contracts has surfaced again and has become an inevitable concept because in some of its transactions Islamic financial institutions

¹Jaih Mubarok, *Fikih Mua'amalah Maliyyah Prinsip-Prinsip Perjanjian* (Simbiosa Rekatama Media, 2017) h. 12.

²Pawn (*ar-rahn*) in language can be interpreted as (al-stubut, al-habs), namely determination and detention. In terms of terms, it can be interpreted as making a valuable object in the view of sharia as collateral for two possibilities, to return the money or take the collateral. Wahbah Zuhaili, *Fiqih Imam Syafi'i: Mengupas Masalah Fiqhiyah Berdasarkan Al-Quran Dan Hadits* (Jakarta: Almahira, 2010) h. 234.

³Yadi Janwari, *Lembaga Keuangan Syariah*. Bandung: Remaja Rosdakarya, 2015.

⁴ Moh. Arifkan, "Penerapan Multi Akad Dalam Kontrak Gadai di Pegadaian Syariah Sampang Madura," *Fintech: Journal of Islamic Finance*, 2021.

⁵ Harun, "Multi akad dalam tataran teori" *Jurnal Suhuf*, 2018, h. 178-193.

⁶ M T Siddiqi and R Hassan, "The Rahn Practices by the Real Estate Agencies in Afghanistan: The Sharī'ah and Legal Analysis," in *Contributions to Management Science*, vol. Part F1204 (Institute of Islamic Banking and Finance, International Islamic University Malaysia, Selangor, Malaysia: Springer Science and Business Media Deutschland GmbH, 2023), 209-18, https://doi.org/10.1007/978-3-031-27860-0_19.

⁷ E Sriani, F Hasan, and S Ma'mun, "Violation of Human Right for Collateral Fraud in Sharia Financial Institution Based on Fiduciary Guaranty Law and Rahn Law," *Juris: Jurnal Ilmiah Syariah* 22, no. 1 (2023): 133-43, <https://doi.org/10.31958/juris.v22i1.9157>.

apply it including Islamic pawnshops.⁸ The existing single contract in fiqh⁹ is not able to accommodate contemporary Islamic financial transactions that are always moving and influenced by the financial industry both nationally, regionally, and internationally¹⁰ so the scholars try to combine several contracts in one transaction.¹¹

This innovation is a breakthrough to advance Islamic pawnshops but on the other hand, this application reaps controversy.¹² The hybrid contract method is an advantage in the development of Islamic financial products.¹³ This contract is still a hot topic of discussion among Muslim scholars to determine its legal validity: the first opinion forbids it based on the hadiths that forbid two trades in one trade (*bai'atain fi bai'atin*), or forbid two contracts in one contract (*shafqatain fi shafqatin*).¹⁴ Ibn Qayyim is of the view that the Prophet (peace and blessings of Allah be upon him) forbade multiple contracts between salaf (lending/qard) and buying and selling.¹⁵ The prohibition of combining salaf and sale and purchase in one contract is to avoid falling into usury, which is haraam.¹⁶

The second opinion says the law is permissible based on the fiqh rule: *al-ashlu fi al-mu'amalat al-ibahah* (the original law of muamalah is permissible).¹⁷ Although the majority of scholars allow multi-contracts, what must be taken into account is that not all forms of multi-contracts are permissible. A contract is

⁸ Muhammad Nafi, "Hybrid contract pada Perbankan Syariah dalam Perspektif Maqashid Syari'ah". *Tesis*. Banjarmasin: Pascasarjana UIN Antasari Banjarmasin, 2015

⁹ Nicho Hadi Wijaya, "The Challenges of Sharia Pawnshops in Indonesia in The Era of The Industrial Revolution 4.0," *El-Mashlahah*, 2022, <https://doi.org/10.23971/elma.v12i1.3910>.

¹⁰ Ali Amin Isfandiar, "Analisis Fiqh Muamalah Tentang Hybrid Contract Model dan Penerapannya Pada Lembaga Keuangan Syariah," *Jurnal Penelitian*, 2014, <https://doi.org/10.28918/jupe.v10i2.361>.

¹¹ Hasanudin Hasanudin, "Hukum Multi Akad Dalam Fikih Muamalah," *SALAM: Jurnal Sosial Dan Budaya Syar'I*, 2022, <https://doi.org/10.15408/sjsbs.v9i2.24826>.

¹² Lutfi Maulana, "Penerapan Konsep Hybrid Contract dalam pembiayaan rahn dipegadaian syariah", *Jurnal Ilmu Akuntansi dan Bisnis Syariah*, 2(1), 2022, 47-66.

¹³ Siti Kholijah, "Akad Murakkab Dalam Produk Keuangan Syariah," *Jurnal Baabul al-Ilmi: Ekonomi dan Perbankan Syariah*, 2020, <https://doi.org/10.29300/ba.v5i1.3122>.

¹⁴ Najamuddin, "Al-Uqud Al-Murakkabah dalam Perspektif Ekonomi Syariah", *Jurnal Syariah*, 2(2), 2013, 1-13.

¹⁵ Salaf is a social activity that prioritises aspects of brotherhood and compassion and noble goals, in contrast to buying and selling which calculates profit and loss.

¹⁶ Najamuddin, "Al-Uqud Al-Murakkabah dalam Perspektif Ekonomi Syariah", 1-13.

¹⁷Ibid.

declared permissible as long as the object, price, and time are known by both parties. If one of them is not clear, then the ruling of the contract is prohibited.¹⁸

In general, the limitations agreed upon by the scholars are as follows: The Prophet clearly stated three forms of multi-contracting that are prohibited: a contract in a sale (*ba'i*) and a loan, two sale contracts in one sale contract, and two transactions in one transaction. These limitations and conditions are intended so that the objectives of sharia in muamalah are maintained and multi-contracts are not used as a stratagem for prohibited activities.¹⁹ In addition, the scholars also agreed to prohibit multiple contracts between sale and purchase and *qard* in one transaction. All contracts that contain elements of buying and selling are prohibited from being combined with *qard* in one transaction, such as *qard* and *ijarah*, *salam* and *qard*, *sarf* and *qard*, and so on.²⁰

The merging of contracts is debated according to several opinions²¹ that view the merging of contracts as allegedly a classic trick to avoid formal forms of usury, Islamic pawn the existence of *al-ijarah* contracts into the form of ar-rahm contracts not only raises the possibility of contradicting the principles of contracts but also triggers the commercialization of social contracts.²² Another opinion with the same line is that of Asmadi Mohammed Naim from Malaysia,²³ criticizing the double contract in pawn products in Malaysia, which is considered contrary to the rules of fiqh and considers it part of hilah. For him, the determination of ujrah that exceeds the real cost of maintenance costs can be categorized as usury.

As the practice of gold rahn develops in Indonesia, doubts arise from various circles regarding the suitability of gold rahn practices with existing concepts. For this reason, research related to this needs to be carried out, with the title "How is the application of *al-uqud al-murakkabah* in Gold Pawn Products at Pegadaian Syariah Kendari Branch?"

¹⁸ Ibid.

¹⁹ Syakur, Ahmad, "Hybrid Contract dalam Produk Rahn di Pegadaian Syariah" *Jurnal Sosial dan Budaya Islam*, 2016, 24(2) 316-331 DOI: 10.19105/karsa.v24i2.1121

²⁰ Najamuddin. (2013) "Al-Uqud AL-Murakkabah dalam Perspektif Ekonomi Syariah", 1-13.

²¹ S E I Amila et al., "Hukum Multiakad (Al-Uqud Al-Murakkabah) Dalam Pandangan Beberapa Ulama dan Pemikir Islam," *Investama*, 2020

²² Mulya E Siregar & Dhani Gunawan. *Standarisasi Akad Kafalah, Rahn, Hawalah, Sharf*, Jakarta: Bank Indonesia Direktorat Perbankan Syariah, 2006.

²³ Asmadi Mohammed Naim, "Sistem Gadaian Islam" *Journal Islamiyyat* Malaysia: 26 Februari 2004.

B. Theoretical Review

Al-uqud al-Murakkabah (Multi-contract)

Al-uqud al-murakkabah consists of the word al-uqud, the plural of akad and al-murakkabah. Akad comes from Arabic, al-aqd means agreement, engagement, agreement and agreement.²⁴ According to Islamic jurists, a contract is a connection between ijab and qabul that is justified by shara' which has legal consequences on its object.²⁵

The word *al-murakkabah* (murakkab) etymologically means *al- jam'u* (mashdar), which means collection or gathering. The word *murakkab* comes from the word "*rakkaba-yurakkibu-tarkiban*" which means putting something on something else so that it accumulates, there is above and below. Meanwhile, murakkab according to the understanding of the fiqh scholars are:²⁶

1. The collection of several things so that they are called by one name. Someone who makes several things into one thing (one name) is said to be combining (tarkib),
2. Something that is made of two or more parts, as opposed to something simple (single/basith) that has no parts.
3. Putting something on top of something else or combining something with something else.

The definition of *al-'uqud al-murakkabah* in terms from several definitions from Muslim scholars; According to Nazih Ahmad, multiple contracts are: "The agreement of two parties to carry out a contract that contains two or more contracts such as sale and purchase with lease, grant, *wakalah*, *qardh*, *muzara'ah*, *sharf* (currency exchange), *shirkah*, *mudharabah* and others so that all the legal consequences of the contracts that are collected, as well as all the rights and obligations arising from them are considered as a single unit that cannot be separated, as is the legal effect of one contract."²⁷

²⁴ Wangsawidjaja Z, *Pembiayaan Bank Syariah* Jakarta: Kompas Gramedia, 2012: 126-127.

²⁵ Berlianti GD, & Wirdianingsih, Yeni Salma. *Hukum Perikatan di Indonesia*, Jakarta: Prenada Media, 2005: 45-46.

²⁶ Najamuddin. "Al-Uqud AL-Murakkabah dalam Perspektif Ekonomi Syariah", *Jurnal Syariah*, 2(2). 2013: 1-13.

²⁷ Ahmad, Nazih. *Al-uqud al Murakkabah fi Fiqih al-Islamiy*. Damaskus: Dar al-Qalam, 2005.

According to Al-Imrani, a murakkab contract is: "The combination of several property contracts contained in one contract, either jointly or reciprocally, so that all the rights and obligations resulting from them are regarded as the legal consequences of one contract."²⁸ Multi-contract can be summarised as an agreement between two parties in one muamalah transaction consisting of two or more contracts.

Islamic Pawn (*ar-Rahn*)

A pawn in Islam is known as *ar-rahn* (Arabic) which means fixed and continuous.²⁹ Pawn (*ar-rahn*) in language can be interpreted as (*al-stubut, al-habs*), namely determination and detention.³⁰ In terms of terms, it means making a valuable object in the view of sharia as collateral for two possibilities, to return the money or take part of the object.³¹

Another opinion put forward by Antonio³² is that *ar-rahn* is a form of transaction holding one of the customer's or rahin's assets as collateral or *marhun* for the debt or *marhun bih* he receives. The *marhun* has economic value. Thus, the recipient of the pawn (*murtahin*) gets a guarantee to be able to take back all or part of his debt. The opinion of A.A. Basyir³³ *ar-rahn* is an agreement to hold something as a guarantee of debt or to make something valuable according to the view of shara' as a guarantee of *marhun bih*, so that with the debt guarantee, all or part of the debt can be received.

Another definition is that *rahn*³⁴ is holding something with the right that allows taking benefits from it or making something of economic value in the view of

²⁸ Abdullah, Imrani Abdullah bin Ahmad. *Al-uqud al maliyah al murakkabah*. Riyad: Dar Kunuz Elzabelia an-Nasr wa Tausi', 2006.

²⁹ Atang Abd Hakim. *Fiqh Perbankan Syariah*, Bandung: Refika Aditama, 2011: 129.

³⁰ Wahbah Zuhaili. *Fiqih Imam Syafi'i Mengupas Masalah Fiqhiyah Berdasarkan Al- Qur'an dan Hadits*, Cet.2, Vol.2 Jakarta: Almahira, 2012: 73.

³¹ Hendi Suhendi. *Fikih Muamalah*, cet-8, Jakarta: Raja Grafindo Persada, 2013: 105-106.

³² Muhammad Syafi'i Antonio. *Bank Syariah dari Teori ke Praktik*, Cetakan I. Jakarta: Gema Insani Press dengan Tazkia Institute, Gema Insani Press, 2021.

³³A. A. Basyir. *Hukum Islam Tentang Riba, Utang-Piutang Gadai, Al-Ma'arif*. Bandung: Al-Ma'arif: 1983.

³⁴ Alfarid Fedro, Setiawan Bin Lahuri, and Mohammad Ghozali, "Legal Analysis on the Fatwa of Sharia National Council on Rahn: Between Legal Philosophy and Its Implementation in Indonesia Sharia Pawnshop," *Mazahib Jurnal Pemikiran Hukum Islam* 18, no. 1 (2019): 76–116, <https://doi.org/10.21093/mj.v18i1.1365>.

sharia as a trust for debt that allows taking debt in whole or in part from that item. So it can be concluded that rahn is a debt and credit contract accompanied by the delivery of goods as collateral which must comply with sharia provisions.³⁵

The evidence used as a legal basis by the National Sharia Council regarding pawn (ar-rahn) is in accordance with DSN fatwa No. 25 / DSN- MUI / III / 2002 concerning ar-Rahn and DSN fatwa No.26 / DSN-MUI / III / 2002 concerning Gold Rahn. As the Qur'anic verse that can be used as the legal basis for the pawn agreement is Q.S al-Baqarah (2): 283.

Gold Pawn

Gold Pawn at Pegadaian Syariah, also known as gold rahn, is a financing product based on collateral in the form of gold in the form of bars, savings, or jewelry as an alternative to getting cash quickly, safely, and easily. Fast from the customer's side in getting loan funds without lengthy procedures compared to other financing products. Safe from the pawnshop because the pawnshop has collateral, namely gold, which is of high value and relatively stable, even if its value tends to increase. Easy means that the customer can return to own the gold he pawned by returning the amount of loan money from the pawnshop, while easy from the pawnshop, namely when the customer is unable to return the loan (debt), the pawnshop can easily sell it at a competitive price because the value of gold is stable and even increasing.

Gold rahn in Indonesia is regulated in DSN-MUI fatwa number 26/DSN-MUI/III/2002 which refers to fatwa number 25/DSN-MUI/III/2022 and states that gold rahn is allowed.

C. Research Methods

The data of this research was taken from several informants (Head of the PS service unit, Estimator, Cashier, and customers) from one of the Islamic pawnshop units in Kendari, Indonesia. Document sources, in the form of Islamic pawnshop catalog. Other document sources are DSN MUI Fatwa No.25/DSNMUI/III/2002 on

³⁵ Tim pengembangan perbankan syariah Institut Bankir Indonesia. *Konsep Produk dan Implementasi Operasional Bank Syariah*, Jakarta:Djambatan, 2001:73.

Rahn, DSN MUI Fatwa No. 26/DSN-MUI/III/2002 on Rahn gold, and DSN MUI Fatwa No. 68/DSN-MUI/III/2008 on Rahn Tasjily as well as DSN-MUI Fatwa No. 19/DSN-MUI/IV/2001) and fatwa on *qardh*. Data from interviews and catalogue sources were analysed using Fatwas.

Table. 1. Source of interview data

<i>Kode</i>	<i>Name</i>	<i>Gender</i>	<i>Position</i>
<i>In#1</i>	Rec.	Man	Head of PS service unit
<i>In#2</i>	BD	Man	Estimator
<i>In#3</i>	Iin	Man	Cashier
<i>In#4</i>		Women	Costumer
<i>In#5</i>	MI	Man	Costumer

This type of research is descriptive qualitative, the method used in this research is field research with a case study approach.

The types of data used are primary and secondary data. Primary data was obtained using the observation method and interviews with leaders and implementers at Pegadaian Syariah Kendari Branch. This qualitative descriptive analysis is carried out in three stages, namely; (1) data reduction, where data obtained in the field is arranged neatly, in detail, and systematically. After data collection, the data reduction process is then carried out to select the main things that are in line with the research. Reduced data displays a sharper picture of the research so that it can focus more on discussing this problem. (2) Displaying data, where data presentation is done in the form of tables, pictures, or descriptions. (3) Draw conclusions or verify, where based on the data presentation that has been compiled, the researcher can then draw a conclusion.

D. Results and Discussion

The results showed that the application of *al-uqud al-murakkabah* in the gold pawn process at Pegadaian Syariah is a combination of three contracts, namely: First, the *qard* contract, which is a pure loan. Second, the *rahn* contract, which is a collateral custody contract. And third, the *ijarah* contract, which is a contract to

determine the rental of the khazanah place (where the goods are stored) for the deposit.³⁶ This is based on an interview with In#1 who explained that,

"Gold pawning in Islamic pawnshops is carried out with a contract, first using a qard contract to obtain a loan but this contract is verbal, then a rahn contract as a guarantee of the money received, and finally an ijarah contract as a rental burden borne by the *rahin* (customer)." (In#1 Head of PS Customer Service Unit, 06 September 2021)

The application of these three contracts is called *al-uqud al-murakkabah* (multi-contract).

1. Application of Qard in Gold Pawn Products

The application of the qard contract in the gold pawn product at Pegadaian Syariah is not done in writing but orally. The qard contract is used as a contract that leads *murtahin* to provide loans to *rahin*. This is based on the results of an interview with In#1 who stated that, "The qard contract at Pegadaian Syariah Kendari Branch is not written in the contract. However, it is done verbally between the Pawnshop and the customer." (In#1 Head of PS Customer Service Unit, 06 September 2021)

Before the funds to be borrowed are disbursed, the *marhun* is first checked for the authenticity of the gold purity level by the appraiser as quoted in the interview with In#2:

"Obstacles or risks that sometimes occur in the gold pawn financing process such as gold that the customer wants to use as collateral is indicated as fake gold so it takes a long time and process to ensure the purity of the gold." (In#2 PS Appraiser, 06 September 2021)

The loan value obtained by the customer is at least 50% of the estimated value while the maximum loan is 95% of the estimated value. Based on In#2's statement

"The calculation of gold valuation in gold pawn/rahn products is based on karatase, weight, and the standard gold price prevailing in Pegadaian. The loan amount that can be given is a minimum of 50% and a maximum of 95% of the estimated value." (In#2 PS Appraiser, 06 September 2021)

³⁶ Abdul Ghofur Anshori, *Gadai Syariah di Indonesia Konsep, Implementasi dan Institusionalisasi*, Yogyakarta: GAMA Press, 2011, h.153.

The loan is adjusted to the needs of the customer with a loan of 50-95% of the estimated gold adjusted to the standard gold price, with a maximum loan period of 4 months (120 days).

In accordance with Hasanuddin's opinion, the qard contract functions as a form of contract that leads the owner of the funds to provide loans to the owner of the collateral (*rahin*). This is in line with the definition of a qard contract in general, which is a contract for the provision of funds or bills between an Islamic bank or pawn institution and a borrower that requires the borrower to make payments in cash or installments within a certain period of time.³⁷

Meanwhile, according to Astuti,³⁸ Islamic pawning basically runs on several contracts, including: first, the qardhul hasan contract, which is a contract made by customers who pawn their goods for consumptive purposes. This agreement has properties that contain elements of help (*al-maunah*) and compassion (*al-rifq*). Debt and credit contracts are exchanges or returns that are similar or have the possibility of perfect equality (*al-musawah al-tammah*), so in the al-qardh contract it is forbidden to have an element of profit.

Second, the *mudharabah* contract in the pawn process is carried out by customers who pawn collateral to increase business capital or productive financing. The profit obtained by the customer (*rahin*) will provide profit sharing based on the agreement until the borrowed capital is repaid.

Third, the *bai' al-muqayyadah* contract, is a contract that is carried out if the customer (*rahin*) wants to pawn his goods for productive purposes. Such as purchasing equipment for working capital. To obtain a loan, the customer must submit goods as collateral in the form of goods that can be utilized, both by *rahin* and *murtahin*. In this case, the customer can give the customer a profit in the form of a markup on his goods purchased by the *murtahin*. *Murtahin* or the bank can provide the goods needed by the customer with a sale and purchase agreement so that *murtahin* can take advantage in the form of a margin from the sale of these goods according to their agreement.

³⁷ Atang Abd Hakim, *Fiqh Perbankan Syariah*, Bandung: Refika Aditama, 2011: 268

³⁸ Rinda Astuti, "Kritik Penetapan Harga Ijarah Pada Gadai Emas (Tinjauan Fikih dan Etika)," *Jurnal Hukum Islam*, 2020, <https://doi.org/10.28918/jhi.v11i1.543>.

Fourth, ijarah contract is a contract whose object is the exchange of benefits for a certain time, namely the ownership of benefits in return, similar to selling benefits. In a pawn contract, it is permissible to use benefits or services in exchange for compensation. Murtahin can rent out a deposit box to its customers by receiving compensation or service fees from the customers (*ujroh*).

2. Application of Rahn Agreement on Gold Pawn Products

The rahn agreement is a contract agreed by the customer as a submission of collateral to be stored by the Islamic pawnshop. The stages of the contract are during the pawn process, first, the Islamic pawnshop makes a qardh contract to provide cash to the customer because as a "companion contract" to pure rahn,³⁹ a qardh contract is usually used. Furthermore, the rahn contract is to guarantee the repayment of funds received by the customer. The application of the rahn contract in the gold pawn is in writing after all the initial procedures have been completed and the qard contract has been agreed upon. The combination of contracts in rahn transactions is a combination of qard and ijarah contracts. In the rahn and gold rahn contracts, customers provide collateral to Islamic financial institutions for the loans they receive.

The combination of the implementation of the rahn contract as a form of guarantee for the qard contract is in accordance with the provisions of the DSN-MUI Fatwa on qard, which allows LKS to ask for valuables as collateral (DSN-MUI Fatwa No. 19/DSN-MUI/IV/2001) and the fatwa on qardh which states that loans by mortgaging goods as debt collateral in the form of rahn are permissible.⁴⁰

Pegadaian Syariah in the rahn contract, explained through an interview with In#1, "that rahin receives and looks after the marhun goods, the determination of the estimated *marhun*, *marhun bih*, *ujroh* rates, administrative fees stated on the SBR or transaction receipt (receipt) as a valid proof of receipt of *marhun bih*". (In#1 Head of PS Customer Service Unit, 06 September 2021). This contract has a legal impact that must be agreed by the customer on the estimated value of the pawnshop,

³⁹ Hakim, Atang Abd Hakim, *Fiqh Perbankan Syariah*, h.129

⁴⁰ Muntaqo, "Akad Qard Dalam Pembiayaan Gadai Emas Syariah.".

the ujroh rate that has been determined before the qard contract is implemented, and the administrative costs set by the pawnshop.

In accordance with the DSN-MUI fatwa murtahin has the right to hold marhun until all rahin debts are repaid. The collateral that becomes the responsibility of the party holding the collateral will be responsible for the goods and regarding the maintenance and storage of marhun is basically the responsibility of rahin. However, it can also be carried out by murtahin provided that the maintenance and storage costs remain the obligation of rahin.

Pegadaian Syariah explains in the contract that the murtahin will provide compensation if the marhun which is in the control of the murtahin is damaged or lost which is not caused by a natural disaster (force majeure) determined by the government and compensation is given after taking into account the marhun bih according to the applicable provisions in the murtahin. This is also in accordance with the results of Azani's research which states that if marhun is lost not due to force majeure (force majeure) provided that force majeure is not limited to natural disasters, war, strikes, sabotage, and riots, rahin will receive a maximum replacement of the estimated value of marhun.⁴¹

The collateral deferred at Pegadaian Syariah Kendari Branch is not utilised so there is no mudharabah contract in it. This is in accordance with the information from In#1 in the following interview excerpt:

"In this gold pawn process, the Pawnshop does not apply a *mudharabah* contract because the goods used as collateral (gold, electronic goods, motorbikes, cars, and other valuables) by customers are only stored by the Pawnshop and are not used as a development for profit." (In#1 Head of Customer Service Unit, 06 September 2021)

In accordance with the opinion of Wahbah al-Zuhaili, who explains the opinion of the ulama regarding the permissibility of using marhun limited to maintaining or maintaining it so that the value or quality of marhun does not decrease. Murtahin may not utilize or use marhun except with the permission of the owner (rahin). The results of the utilisation of marhun carried out with the

⁴¹ Muhammad Azani, "Praktik Akad Gadai Dengan Jaminan Lahan/Sawah dan Gadai Emas Di Kecamatan Mempura Kabupaten Siak Berdasarkan Hukum Islam", *Jurnal Perspektif Hukum*, 15 (2), 2015, h.77.

permission of the rahin become the property of the murtahin, while the results of the utilisation of marhun carried out without the permission of the rahin are deprived; because marhun still belongs to the rahin.⁴² So there is no mudharabah contract in the gold pawn transaction because the collateral (gold) cannot be utilized for profit from the collateral, so there is no profit sharing between the Kendari Branch Sharia Pegadaian and the customer.

In addition, the rahn contract includes an inclusion regarding the postponement of the sale of collateral in the contract if the rahin is unable to pay the request for postponement of the auction can be postponed before maturity by filling out the form provided, postponement of the auction will be charged in accordance with the applicable provisions in Pegadaian Syariah. The final part of the rahn contract from the postponement of the auction has provisions if the customer does not make repayments, redeem part of the marhun, or installments of marhun bih. Delaying the auction until maturity, murtahin has the right to sell (auction) marhun.

In accordance with the provisions of Fatwa DSN-MUI Number 25 of 2002 which explains that when due, murtahin must warn rahin to immediately pay off the debt and if rahin cannot pay off the debt, the marhun is forcibly sold/executed through a sharia auction.⁴³ The sale of collateral (auction) is also in accordance with the findings in this study, if the customer does not renew by paying ijarah, it means that the customer has wanted the collateral to be auctioned. Furthermore, the proceeds of the marhun auction have been deducted from the marhun bih, ujroh, and auction fees if there is an auction fee, which is an excess that is the right of rahin. However, if the proceeds from the sale of the marhūn auction are insufficient to pay off the rahin's obligations in the form of marhun bih, ujroh, auction process costs (if any), and auction fees, the rahin is obliged to pay the shortfall.

Collateral assets that are used as objects of a pawn in the form of pawned gold must have a good selling value that can be sufficient for the repayment of customer debt to Islamic financial institutions, are goods made by the customer as a

⁴² Jaih Mubarok & Hasanuddin, *Fikih Mua'amalah Maliyah*, Bandung: Simbiosa Rekatama Media, 2021, h. 230-231

⁴³ Jaih Mubarok & Hasanuddin, *Fikih Mua'amalah Maliyah*, Bandung: Simbiosa Rekatama Media, 2021, h. 233

pawn-giver, intact, not scattered in various places not related to other people, according to sharia criteria, not haram goods or goods obtained illegally. So that when there are customers who do not pay for the gold, it will be traded or an auction process is carried out, the proceeds of which will be sufficient to cover the rahin debt.⁴⁴

The closing section in the rahin contract at Pegadaian Syariah Kendari Branch regarding the provisions in the event of a dispute in the future will be resolved by deliberation to reach consensus and if no agreement is reached, it will be resolved through the local Religious Court.⁴⁵ In accordance with the provisions of the DSN-MUI Fatwa in the closing section, it explains that if one of the parties does not fulfill its obligations or a dispute occurs, the settlement will be carried out through sharia arbitration after no agreement is reached through deliberation.⁴⁶

From the explanation of the research findings above, the practice of the rahin contract at Pegadaian Syariah Kendari Branch is in accordance with the provisions of the DSN-MUI Fatwa, both from the pillars, terms, and procedures and the contract contract.

3. Application of *Ijarah* Agreement on Gold Pawn Products

The ijarah agreement is a contract that complements the pawn contract and an alternative to the pawnshop to obtain ujroh which is calculated based on the character of the collateral. The ijarah agreement is made after the qard and rahin contracts are implemented. The ijarah agreement in the pawn contract in combination with contracts on pawn financing products raises costs that must be borne by the customer and includes business/tijarah, which is the concept of determining rental prices and profits for Islamic financial institutions.

Islamic pawn in Indonesia developed after the issuance of DSN MUI Fatwa No.25/DSNMUI/III/2002 on Rahn, DSN MUI Fatwa No. 26/DSN-MUI/III/2002 on

⁴⁴ Lamtana Lamtana and Vemmy Mayditri, "Penerapan Prinsip Syariah Pada Akad Rahn Di Lembaga Pegadaian Syariah," *Jurnal Pendidikan Dan Kewirausahaan*, 2022, <https://doi.org/10.47668/pkwu.v10i2.397>.

⁴⁵ Siti Lukmana, Faisal Faisal, and Arif Rahman, "Tanggung Jawab Perum Pegadaian Syariah Dalam Pelelangan Barang Jaminan Gadai (Studi Penelitian Di Perum Pegadaian Syariah Kota Subulussalam)," *REUSAM: Jurnal Ilmu Hukum*, 2022, <https://doi.org/10.29103/reusam.v10i1.8906>.

⁴⁶ M. Sohibi, "Penyelesaian Sengketa Gadai Syariah Atas Jaminan Barang Gadai Syariah," *Indonesia Berdaya*, 2023, <https://doi.org/10.47679/ib.2023588>.

Rahn gold, and DSN MUI Fatwa No. 68/DSN-MUI/III/2008 on Rahn Tasjily. Since then, various Sharia pawn services have sprung up, both in Sharia pawnshops and in various sharia banks. Islamic pawning does not abolish fees but replaces them with storage fees on the basis of an ijarah (service) contract. Basically, ijarah is in the nature of services. Ijarah in the nature of work is hiring someone to do a job, this kind of ijarah according to the scholars of fiqh is permissible if the type of work is clear and in accordance with sharia. Ijarah is permissible for permissible goods, such as houses, rooms, etc., but ijarah is prohibited for haraam objects.⁴⁷ Likewise, the gold pawn transaction is justified by Sharia because the rent for storing collateral is also justified by Sharia.

The ijarah agreement is basically a type of sale and purchase contract, namely the sale and purchase of benefits so that the determination of ujrah must be proportional to iwad (compensation or wages).⁴⁸ In practice at Pegadaian Syariah, it is also included in the category of sale and purchase, namely the sale and purchase of a place to store collateral. However, if there is a defect in the *ma'qud alaih* (rented item), the tenant may choose between continuing to pay in full or canceling it. As stated by In#1 in the interview excerpt:

"The place of storage collateral in the form of gold is stored in this office (Pegadaian Syariah Kendari Branch) if the motorbike is stored in the back warehouse except for the car collateral will be stored in front of the office because there is no access to the storage warehouse, and if in the future the customer objects to the storage place, it is allowed to cancel the pawn contract and the rental fee is calculated from the day that has been running." (In#1, Head of PS Customer Service Unit, 06 September 2021)

If the object of the lease is damaged before delivery, the ijarah contract is cancelled. If the damage occurs after delivery, the factors that caused the damage must be considered. If the damage is not caused by the tenant's negligence or carelessness in using the leased item, then the tenant has the right to cancel the lease and claim compensation for not fulfilling his right to use the item optimally. On the other hand, if the damage is caused by the tenant, then the landlord is not entitled to cancel the lease contract but is entitled to demand repairs for the damage to the

⁴⁷ Dimyauddin Djuaini. *Pengantar Fiqih Muamalah*. Yogyakarta: Pustaka Pelajar, 2010: 156

⁴⁸ Adiwarman A Karim. *Bank Islam Analisis Fiqih dan Keuangan*, Jakarta: PT. Grafindo Persada, 2007: 35.

goods. Ijarah is a type of customary contract, which is a contract that does not allow damage to one of the parties because ijarah is an exchange contract unless there are things that require damage. Religion requires that in the implementation of ijarah, provisions are always taken into account that can ensure that its implementation does not harm either party and that the intentions of religion are also preserved. The ijarah contract can be said to be a contract that trades the benefits of goods for a certain amount of rent (*ujrah*).

Thus, the purpose of an ijarah contract is to transfer the right to use goods and/or services through rental payments, without being followed by the transfer of ownership of the goods themselves. Ijarah from the tenant's side is the optimal utilisation of the function of the goods. Meanwhile, from the owner's side, ijarah aims to get profit from rental fees. In an ijarah contract, the rental fee is determined according to the type of guarantee. This is in accordance with In#1's statement:

"After all the requirements for the customer's submission to the Pegadaian Syariah, and approved by the customer, the amount of rent as the cost of gold storage is obtained from multiplying the type of collateral or the amount of collateral according to the estimation." (In#1, Head of PS Customer Service Unit, Kendari, 06 September 2021)

"The pawning process at Pegadaian Syariah has implemented sharia principles, based on ujroh fees not based on the size of the loan, but based on the estimated value. (In#1, Head of PS Customer Service Unit, Kendari, 06 September 2021)

The determination of the ujroh fee by using the type of gold (as collateral) and the application of the ijarah contract at Pegadaian Syariah is in accordance with the provisions of Fatwa DSN-MUI No. 26/DSN-MUI/III/2002 concerning gold pawning in point four "The cost of storing goods (*marhun*) is based on an ijarah contract.

Ujroh is a fee borne by the customer as a form of rent for storing collateral. In determining ujroh, Pegadaian Syariah Kendari Branch does not participate in determining the size of the margin. Because the Kendari Branch Sharia Pegadaian only follows the provisions of the central pawnshop, namely the BPP (Implementation Guidebook) Pegadaian.

Tabel 1. Gold Pawn Product Ujrah Fee

No	Jewelry Weight (GR...) Gross	<i>Ujrah Fee</i>
	Weight Based on Estimation	
1	Rp. 50.000 - Rp.500.000	0,45% /10 days
2	Rp. 500.000 – Rp.20.000.000	0,71% /10 days
3	>Rp. 20.000.000	0,62% /10 days

Source: Kendari Branch Sharia Pawnshop Catalog, 2021

Furthermore, the amount of administrative costs at Pegadaian Syariah is determined based on the class of loan amount. This is in accordance with In#1's statement:

"the administration fee is given based on the loan amount group. This is based on the costs incurred." (In#1, Head of a customer service unit, 06 September 2021)

While the income of Islamic pawnshops is administrative fees, the charging of administrative fees, fees for the service of a transaction has been justified by many Islamic economic experts. The second advantage for Islamic pawnshops is the administrative costs in the gold pawn financing process, the details of the administrative costs, namely:

Table 2. Gold Pawn Administration Fee

Tabel 2. Biaya Administrasi Gadai Emas

No	Jewelry Weight (GR...) Gross	Administration Fee
	Weight Based on Estimation	
1	Rp. 50.000 - Rp.1.000.000	Rp. 8.000
2	Rp. 1.000.000 – Rp. 2.500.000	Rp. 15.000
3	Rp. 2..500.000 – Rp.5.000.000	Rp. 25.000.
4	Rp. 5.000.000 – Rp.10.000.000	Rp. 40.000
5	Rp. 10.000.000 – Rp.15.000.000	Rp. 60.000
6	Rp.15.000.000 – Rp.20.000.000	Rp. 80.000
7	>Rp. 20.000.000	Rp.100.000

Source: Kendari Branch Sharia Pawnshop Catalog, 2021

The last income of Pegadaian Syariah is the customer's late fee in paying the installment, which is calculated if the delay is up to ten days, the amount of the fine is in accordance with the amount of ujrah. However, if the delay does not reach ten

days, there is no fine given by the Sharia Pawnshop. This was conveyed by In#3 as follows;

"The installments are still collected, sending warning letters, warning letters 1 to 3 and this fine is in accordance with the ujroh if it is above 10 then a fine of the ujroh fee is imposed. However, if the customer still does not respond, the Pawnshop will sell the collateral, then if the price of the collateral exceeds the proposed financing, the money will be returned by the pawnshop after deducting the cost of selling the customer's collateral." (In#3 Cashier of Pegadaian Syariah Kendari Branch, 06 September 2021)

Customers who are late up to 10 days / or more than 10 days in paying installments are subject to a fine of ujroh. In addition, when the customer still does not pay even though the party has given warning letters 1 to 3, the party will sell (auction) the guarantee. Where the proceeds of the collateral auction will be taken by the company in accordance with the customer's obligations and all of the auction process costs, the rest will be returned to the customer. This is in accordance with the provisions of Fatwa DSN-MUI. Furthermore, both parties agree that the payment of all customer obligations to Pegadaian Syariah is in accordance with the installment schedule. The method of payment can be direct if the customer comes to the Sharia pawnshop or through another party who is given power of attorney. This was revealed by In#3 through an interview;

"Payments from customers are made according to the agreed installment schedule, payments can also be made directly by customers to Pegadaian Syariah and can also authorize other people. (In#3, Cashier of Pegadaian Syariah, 06 September 2021)

This is confirmed by customer In#4 that the payment of installments is in accordance with the schedule agreed upon by the customer and the method of payment can be directly by the customer coming to Pegadaian Syariah or through another party who is given power of attorney. The following is an excerpt from his interview: "I pay the installments directly to Pegadaian Syariah according to the schedule and if the payment is due on a holiday then I pay the installment on the previous day". (In#4, Customer of Pegadaian Syariah, 7 September 2021)

For customers who do not pay their installment obligations, including bad credit, the pawnshop conducts collection. This was stated by In#3;

"When there are customers who do not pay their obligations after the due date, the Pawnshop will collect them, for example via telephone, because usually there are also customers who forget the instalment schedule with their busy schedules." (In#3 Pawnshop Cashier, 06 September 2021)

Based on the application of each of the contracts above, it can be concluded that the application of gold pawning in Pegadaian Syariah is in accordance with the Fatwa DSN-MUI. The application of *al-uqud al-murakkabah* in this gold pawn product is very important to note. The application of *al-uqud al-murakkabah* must be based on sharia (Quran, Hadith, and Ijma), by not carrying out activities that contain elements of usury. This is also in accordance with the statement of In#1 who stated that:

"In the application of multi-contract (al-uqud al-murakkabah) in gold pawn products, we, the pawnshop, carry out in accordance with sharia, which is based on the applicable fatwa from MUI and supervised by the Sharia Supervisory Board, namely the rahn and ijarah contracts. As for the qard contract that is applied, it is not written but only an oral contract. The qardh contract is applied in gold pawning to bind the financing provided by Islamic pawnshops to customers. We benefit from the rent of the premises and not additional interest or capital rent calculated from the loan money, therefore an ijarah contract applies, for administrative costs in the form of insurance fees and stamp duty paid at the beginning while the cost of renting premises and maintaining collateral is paid at the end or at the time of repayment. (In#1, Head of Customer Service Unit, 06 September 2021)

Transactions carried out at Pegadaian Syariah must use a clear and correct contract according to Sharia because the contract is one of the differences between conventional financial institutions and Islamic financial institutions. This is also related to the gold pawn product at the Islamic Pawnshop, which in its implementation uses several contracts, namely, the qard contract, the rahn contract, and the ijarah contract.

Based on data from the field, it was found that the application of the ar-rahn contract in the gold pawn product at Pegadaian Syariah Kendari Branch has fulfilled the conditions and pillars; namely rahin (pledgor), murtahin (pawn receiver), marhun (pawned item), marhun bih (debt/loan) and sighat (*ijab and qobul*).

Likewise, the determination of ujroh in the ijarah contract is in accordance with sharia principles because it is based on the DSN fatwa because the determination of ujroh rates is based on the estimated value, not the loan amount. This is in accordance with Fatwa No.26/DSN-MUI/III/2002. However, researchers found that

the actual determination of the ujroh rate still depends on the amount of the loan in each transaction. This is indicated by the application of compensation in the form of a discount on the ujroh rate for rahin who do not maximize their loans.

Furthermore, the amount of administrative costs at Pegadaian Syariah is determined based on the class of loan amount. It was found that the amount of administrative costs set was not based on the actual costs incurred by the company for the administrative process. Pegadaian Syariah determines that there are differences in administrative costs for groups A, B, C, and D. However, in fact, in terms of administration, the researchers did not find any differences in treatment for each group. Groups A, B, C, and D use the same facilities and administrative procedure processes. So the grouping of groups should not affect the amount of administrative tariffs. Through this fact, the researcher concludes that the amount of administrative costs set by Pegadaian Syariah is not based on the costs actually incurred by the company.

If we look further in *al-uqud al-murakkabah* in the gold pawn product at Pegadaian Syariah, there are multiple contracts that are categorized as prohibited, because the qardh contract is combined with an ijarah contract. As mentioned in the Hadith narrated by Ahmad from Abu Hurairah "the Messenger of Allah prohibited the sale and purchase contract and salaf (loan)". This practice still raises differences of opinion regarding its validity among scholars. However, MUI in its fatwa determined that such contracts are permissible.

After looking at the criteria for permissible multi-contracts and the contracts that are collected in the gold pawn agreement in the Islamic pawnshop, we now weigh the shari'ah of the gold pawn product, based on these criteria separately. The first condition for the permissibility of multiple contracts according to Nazih Hammad is that the multiple contracts are not among those prohibited in the text. The multi-contracts prohibited in the hadith text are two, namely the gathering of *al-bay'* (buying and selling) with debt and the gathering of two sales and purchases in one contract. If we are guided by the scholarly opinion that the word *al-bay'* or buying and selling involves salam, sharf, and ijarah contracts, then the practice of gold pawning in Islamic pawnshops is included in the prohibited multi-contract.

This is because the rahn agreement combines debt and ijarah (rent or wage), which is included in buying and selling.

Likewise, if we consider the gold pawn product in Islamic pawnshops with the fourth condition of the permissibility of multi-contracts, we will conclude that the contract is prohibited. This condition states that the multi-contract should not be one that is *mutanaqidlah* (contradictory contracts). The function of rahn in Islam is to reinforce debt transactions, which are based on mutual aid and compassion. This is in contrast to the profit-based ijarah transaction. The commercialisation of rahn with ijarah contracts that are *mulzim* (obligatory) for customers has eliminated the function of rahn which is based on help. In addition, the prohibition of rahn collected with ijarah can also be concluded from the application of the rule that says every debt and credit that brings benefits is usury. The rahn agreement in the sharia pawnshop is inseparable from the customer's debt to the sharia pawnshop. If the debt is utilized by the debtor by requiring the customer to enter into an ijarah contract on the pledged goods (marhun), this problem can fall into the category of bringing benefits, so it is included in usury which is prohibited. Indeed, different results will be obtained if we focus on the rahn contract, not on the debt contract. This is because rahn, as a confirmation of a non-cash transaction, does not necessarily coincide with a debt contract. The rahn contract can be implemented as a reinforcement for non-cash transactions such as buying and selling, leasing, and others. In this case, rahn is not problematic when combined with an ijarah contract, because the two are not included in the opposite contract. However, when viewed from the reality in sharia pawnshops, customers who apply for a pawn are almost certainly based on money loans or qard.

Another thing that creates controversy about combining rahn and ijarah contracts in one agreement is the extent of the need for ijarah. The wage in ijarah is the wage for maintenance or storage. The hadith that is used as a basis for the permissibility of taking wages for the storage of mortgaged goods (marhun) by sharia pawnshops is actually a wage for the care of marhun that requires care, in this case, livestock. Likewise, the classical scholars, when talking about taking wages for marhun are wages for care, not storage. Among the hadiths is the hadith narrated by Sha`bin from Abû Hurairah ra. that the Prophet said which means:

"It is permissible to milk the mortgaged livestock according to the cost of keeping them. The mortgaged livestock may be ridden at the cost of their care, and the person who milks them or rides them must pay the cost of their care."

Pawning livestock is very different from pawning inanimate objects. Livestock need food and care, while inanimate objects do not need any of that. The hadeeth above shows that if the pledge is in the form of an animal, then the pledgee who cares for the animal has the right to take payment for his labor or in return to benefit from the animal. If this hadith is used as an argument for the permissibility of taking wages for the storage of pawned goods, according to the author, it is not appropriate, because of the difference in the character of pawned livestock and inanimate objects as mentioned above.

Thus, the ijarah contract is formally used as a means to take an additional loan. Indeed, some scholars, especially the Shafi'i school of thought, are based on a purely normative and formal mindset. This mindset is evident in al-Nawawi's sentence in presenting the reasoning of the al-Shafi'i madhhab for permitting the sale and purchase of inah. Al-Nawawi said that the permissibility was because what counted was the outward aspect of the contract, not what was in the hearts or intentions of the two people who transacted.

In the case of ijarah in pawn products in Islamic pawnshops, the imposition of a fee for storing marhun, is none other than so that the pawnshop gets additional loans from customers. Pawn is associated with a loan that cannot have any additions to it, so the ijarah contract is used to obtain these additions.

The agreement used in financing gold pawn products is a permissible mu'amalah activity. However, if the signing between the qard, rahn, and ijarah contracts is not separated, the transaction is included in something that is not allowed or prohibited. Based on the description above, it can be understood that the implementation of multiple contracts in gold pawn products at Pegadaian Syariah Kendari Branch uses qard, rahn, and ijarah contracts, and the signing of contracts between one contract and another is not carried out separately.

E. Conclusion

Based on the description that has been stated above, it can be concluded as follows:

1. The transactions used by Pegadaian Syariah Kendari Branch in gold pawning are carried out using three contracts, namely qard, rahn, and ijarah contracts. A detailed explanation of the contract in question is stated on the back sheet of the SBR (Surat Bukti Rahn) so that every customer (*rahin*) can understand what he wants to do. Although conceptually the contracts in question actually have differences, in technical implementation the customer does not need to make a contract twice. Because one SBR sheet signed by the customer already includes these contracts.
2. The application of the qard contract in the gold pawn product at Pegadaian Syariah Kendari is in accordance with the provisions of the DSN-MUI fatwa. The application of the rahn contract used as a transaction to hold customer collateral is also in accordance with the DSN-MUI fatwa. Finally, the ijarah contract as a rental payment agreement contract for the storage of customer-owned collateral also runs based on the DSN-MUI fatwa, namely its determination based on the amount of the estimated value. However, what the researchers found was that it was not in accordance with Islamic economic principles. This is because the combination of three contracts, namely the qard contract, the rahn contract, and the ijarah contract, results in injustice between the pawnshop and the customer. The combination of these contracts is included in the opposite contract, namely the combination of a debt and credit contract and buying and selling which is prohibited by the hadith and scholars, because it combines two contracts that are contrary in character and nature.

Reference

Abdullah, Imrani Abdullah bin Ahmad. *Al-uqud al maliyah al murakkabah*. Riyad: Dar Kunuz Elzhabelia an-Nasr wa Tausi', 2006.

Abd Hakim, Atang. *Fiqh Perbankan Syariah*, Bandung: Refika Aditama, 2011.

Ahmad, Nazih. *Al-uqud al Murakkabah fi Fiqih al-Islamiy*. Damaskus: Dar al-Qalam, 2005.

Amila, S E I, M E Dosen, Fakultas Ekonomi, Dan Bisnis, and Islam Ngawi. "Hukum Multiakad (Al-Uqud Al-Murakkabah) Dalam Pandangan Beberapa Ulama Dan Pemikir Islam." *Investama*, 2020.

Anshori, Abdul Ghofur. *Gadai Syariah di Indonesia Konsep, Implementasi dan Institusionalisasi*, Yogyakarta: GAMA Press, 2011.

Antonio, Muhammad Syafi'i. *Bank Syariah dari Teori ke Praktik*, Cetakan I. Jakarta: Gema Insani Press dengan Tazkia Institute, Gema Insani Press, 2021.

Arifkan, Moh. "Penerapan Multi Akad Dalam Kontrak Gadai Di Pegadaian Syariah Sampang Madura." *Fintech: Journal of Islamic Finance*, 2021.

Asytuti, Rinda. "Kritik Penetapan Harga Ijarah Pada Gadai Emas (Tinjauan Fikih Dan Etika)." *JURNAL HUKUM ISLAM*, 2020. <https://doi.org/10.28918/jhi.v11i1.543>.

Azani, Muhammad. "Praktik Akad Gadai Dengan Jaminan Lahan/Sawah dan Gadai Emas di Kecamatan Mempura Kabupaten Siak Berdasarkan Hukum Islam", *Jurnal Perspektif Hukum*, 15 (2), 2015.

Basyir, A. A. *Hukum Islam Tentang Riba, Utang-Piutang Gadai, Al-Ma'arif*. Bandung: Al-Ma'rif: 1983.

Djuaini, Dimyauddin. *Pengantar Fiqih Muamalah*. Yogyakarta: Pustaka Pelajar, 2010.

GD, Berlianti, & Wirdianingsih, Yeni Salma. *Hukum Perikatan di Indonesia*, Jakarta: Prenada Media, 2005.

Hasanudin, Hasanudin. "Hukum Multi Akad Dalam Fikih Muamalah." *SALAM: Jurnal Sosial Dan Budaya Syar-I*, 2022. <https://doi.org/10.15408/sjsbs.v9i2.24826>.

Harun, "Multi akad dalam tataran teori" *Jurnal Suhuf*, 2018.

Isfandiar, Ali Amin. "Analisis Fiqh Muamalah Tentang Hybrid Contract Model Dan Penerapannya Pada Lembaga Keuangan Syariah." *JURNAL PENELITIAN*, 2014. <https://doi.org/10.28918/jupe.v10i2.361>.

Karim, Adiwarman A. *Bank Islam Analisis Fiqih dan Keuangan*, Jakarta: PT. Grafindo Persada, 2007.

Kholijah, Siti. "Akad Murakkab Dalam Produk Keuangan Syariah." *Jurnal BAABU AL-ILMI: Ekonomi Dan Perbankan Syariah*, 2020. <https://doi.org/10.29300/ba.v5i1.3122>.

Lamtana, Lamtana, and Vemmy Mayditri. "Penerapan Prinsip Syariah Pada Akad Rahn Di Lembaga Pegadaian Syariah." *Jurnal Pendidikan Dan Kewirausahaan*, 2022.

[https://doi.org/10.47668/pkwu.v10i2.397.](https://doi.org/10.47668/pkwu.v10i2.397)

Lukmana, Siti, Faisal Faisal, and Arif Rahman. "Tanggung Jawab Perum Pegadaian Syariah Dalam Pelelangan Barang Jaminan Gadai (Studi Penelitian Di Perum Pegadaian Syariah Kota Subulussalam)." *REUSAM: Jurnal Ilmu Hukum*, 2022. <https://doi.org/10.29103/reusam.v10i1.8906>.

Maulana, Lutfi. "Penerapan Konsep Hybrid Contract dalam pembiayaan rahn dipegadaian syariah", *Jurnal Ilmu Akuntansi dan Bisnis Syariah*, 2 (1), 2022.

Mas'adi, Ghufro. *Fiqih Muamalah Konseptual*. Jakarta: PT. Grafindo Persada, 2002.

Mubarok, Jaih & Hasanuddin. *Fikih Mua'amalah Maliyah*, Bandung: Simbiosa Rekatama Media, 2021.

Muntaqo, Lutfan Muntaqo. "Akad Qard Dalam Pembiayaan Gadai Emas Syariah." *Manarul Qur'an: Jurnal Ilmiah Studi Islam*, 2021. <https://doi.org/10.32699/mq.v21i2.2339>.

Nafi, Muhammad. "Hybrid contract pada Perbankan Syariah dalam Perspektif Maqashid Syari'ah". *Tesis*. Banjarmasin: Pascasarjana UIN Antasari Banjarmasin, 2015.

Naim, Asmadi Mohammed. "Sistem Gadaian Islam" *Journal Islamiyyat* Malaysia: 26 Februari 2004.

Najamuddin, "Al-Uqud Al-Murakkabah dalam Perspektif Ekonomi Syariah", *Jurnal Syariah*, 2(2), 2013.

Siregar, Mulya E. & Dhani Gunawan. *Standarisasi Akad Kafalah, Rahn, Hawalah, Sharf*, Jakarta: Bank Indonesia Direktorat Perbankan Syariah, 2006.

Suhendi, Hendi. *Fikih Muamalah*, cet-8, Jakarta: Raja Grafindo Persada, 2013.

Syakur, Ahmad. "Hybrid Contract dalam Produk Rahn di Pegadaian Syariah" *Jurnal Sosial dan Budaya Islam*, 2016, 24(2) 316-331 DOI: 10.19105/karsa.v24i2.1121

Sohibi, M. "Penyelesaian Sengketa Gadai Syariah Atas Jaminan Barang Gadai Syariah." *Indonesia Berdaya*, 2023. <https://doi.org/10.47679/ib.2023588>.

Tim pengembangan perbankan syariah Institut Bankir Indonesia. *Konsep Produk dan Implementasi Operasional Bank Syariah*, Jakarta:Djambatan, 2001.

Wangsawidjaja Z, *Pembiayaan Bank Syariah* Jakarta: Kompas Gramedia, 2012.

Zuhaili, Wahbah. *Fiqih Imam Syafi'i Mengupas Masalah Fiqhiyah Berdasarkan al-Qur'an dan Hadits*, Cet.2, Vol.2 Jakarta: Almahira, 2012.