Research Article

Analysis of Shar’i Principles Implementation in *Rahn* and *Ijarah* Fee Determination Agreement in Pt Pegadaian Syariah Branch of Solobaru Based on Guidance of Dsn Mui No. 25/2002 and No. 9/2000

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**Abstract:** This study is aimed to know syar’i principles in *rahn* and *ijarah* fee determination agreement in PT. Pegadaian Syariah Branch of Solobaru based on Guidance of DSN MUI No. 25/2002 and No. 9/2000. Method in this study is empiric juridic with data observation, literature and related parties interview as sources of data under interactive analysis data presentation. Results of this study is that *rahn* agreement process in PT. Pegadaian Syariah Branch of Solobaru is *Rahin* (customer) come to *Murtahin* (Pegadaian Syariah) by submitting *Marhun* (collaterals), on which then the collaterals will be appraised by Pegadaian Syariah. As result, the consumer will be charged administration fee and the concerned must sign or running *rahn* agreement in *Rahn* Receipt. Then to entrust the collaterals, the customer must enter *ijarah* agreement (space rent agreement) on which incurring renting cost. Of the mortgage application process in Pegadaian Syariah, the customer must enter into two agreements which are allowed in Islamic law. For *ijarah* fee in PT. Pegadaian Syariah Branch of Solobaru, it is in accordance to the Guidance of DSN MUI No. 25/2002 because the calculation of *ijarah* fee is not from the amount of loan, but from the value of collaterals.

**Keywords:** Syar’i Principles, *rahn*, *ijarah*, guidance of MUI.

**Introduction**

Sharia mortgage is state-owned non-banking financial institution deserves to provide funding to society under mortgage law contained in Qur’an and Hadits and also other regulations related with Sharia mortgage. Sharia mortgage is a limited liability company as mentioned in Article 1 verse (1) the Indonesian Government Regulation No. 51/2011 on Amendment of Public Company Legal Construction (Perum) of Pegadaian to be Limited Liability Company (Persero). Sharia mortgage founded as an answer of community need demanding riba-, *maysir*- and *gharar*-free credit service prohibited by Islamic law. In accordance with *rahn* concept, it is basically Sharia mortgage works under two Sharia
transactional agreement, they are rahn and ijarah agreement.\(^1\)

In sharia mortgage agreement, there clearly observed two agreements in one transaction, they are rahn agreement (credit agreement with collateral) and ijarah agreement, where both are interrelated. The existing credit agreement with collateral cannot be implemented unless incorporating ijarah agreement in form of collateral storage. Conversely, ijarah agreement will only be happen if there is rahn agreement. Both agreements will be signed at once when Rahin (customer) submit his/her property as collateral.

Sharia mortgage has guidance from Dewan Syariah Nasional (DSN) as supervising body of non-banking Sharia financial institutions founded by Majelis Ulama Indonesia (MUI), where one of the function is to provide guidance for products developed by Sharia financial institutions.\(^2\)

DSN guidance directly related with the service of Sharia mortgage is DSN Guidance No. 25/DSN-MUI/III/2002 on Mortgage (Rahn) and DSN Guidance No. 09/DSN-MUI/IV/2002 on Ijarah in which explaining about the agreed decisions by Indonesian Islamic Scholars on Ijarah funding. Both guidances are the operational base in the implementation of sharia mortgage operation, because the guidances are basically adapted from Islamic sharia rules, such also with sharia mortgage which principally a mortgage business based on Islamic rules on economical laws.

This study is an empiric legal research, which is a study conducted by observing a specific social incident or phenomenon based on prevailing legal sources. In this study, the incident under discussion is the implementation of sharia principles in rahn agreement and determination of ijarah funding in PT. Pegadaian (Persero) Syariah Branch of Solobaru, in accordance with DSN MUI Guidance No. 25/DSN-MUI/III/2002 on Rahn and DSN MUI Guidance No. 09/DSN-MUI/IV/2000 on Ijarah. Data collection technique is literature study, which is by studying literatures, regulations, official documents results of previous research and other literature sources related with the problem under study.\(^3\) Interview is also used as primary data conducted on related parties in this study.

The Implementation of Rahn Agreement in Islamic Law Perspective

PT. Pegadaian Sharia Branch of Solobaru implements Rahn principle according to DSN guidance No. 25/DSN-MUI/III/2002 on Rahn applied on 26 June 2002 where murtahin (collateral acceptor) deserves the right to restrain marhun (barang) until all rahin’s (collateral bestower) credit fully paid. Marhun and the utilization remain on rahin’s owner which principally marhun cannot be utilized by murtahin except under rahin’s permission, given that the utilization will not reduce marhun’s value and the utilization is only as the replacement of maintenance and treatment. Cost and fee of marhun’s storage is on rahins side. The amount of cost is based on real imbursement such necessary.\(^4\)

Indebting by marhun entrusting as collateral on marhun bih (loan) in form of rahn (mortgage) is allowed, given that murtahin, in this case Pegadaian Syariah, deserves the rights to restrain marhun until all marhun bih paid in fully. Treatment and maintenance costs of marhun or the fee is rahin’s obligation, on which the cost shall not be determined on base of amount of marhun bih. If marhun bih reach due date, then murtahin reminds rahin to immediately pay marhun bih, if the concerned cannot pay the marhun bih, then marhun will forcefully be traded by auction according to sharia and the result will be used to pay marhun bih, cost of maintenance and storage of marhun to be paid, and also the auction fee. The surplus of auction result is owned by rahin and the shortage will be rahin’s obligation as well.

The implementation of rahn agreement in PT. Pegadaian Syariah Branch of Solobaru has been meeting the requirements and principles, where when the customer pawn his/her property, the customer must sign the Letter of Rahn Evidence in form of collateral storage, and this administration fee is to pay equipment and


\(^3\)Soerjono Soekanto, Pengantar Penelitian Hukum, (Jakarta: UI Press, 2010) hlm 12

\(^4\)Wawancara dengan Ibu Supriyati, pimpinan PT. Pegadaian (Persero) Cabang Solo Baru, 6 Mei 2019
labor costs. While from ijarah agreement, the customer has obligation to pay ijarah fee to Pegadaian Syariah and the fee has been agreed by both parties. While for the determination of deposit service tariff in PT. Pegadaian Syariah Branch of Solobaru, it has been determined on the base of the amount of collateral value, while the differentiating side with ijarah tariff charged on the customer in pawning the property with varied amount of loan is the ijarah’s discount provided due to customer take loan under maximum loan value or under 92%-95% from property appraisal value. Then it is clear that the calculation of ijarah cost is not taken from the amount of loan, then in the determination of ijarah cost in PT. Pegadaian Syariah Branch of Solobaru has been in accordance with the Dewan Syariah Nasional Guidance No. 25/DSN-MUI/III/2002.

**Conformity of Rahn and Ijarah Agreements Implementation in PT. Pegadaian Syariah branch of Solobaru with DSN-MUI Guidance No. 25/DSN-MUI/III/2002 and No. 09/DSN-MUI/IV/2000**

Sharia mortgage does not apply interest system, but it more to use service cost as the profit, which by the imposition of service cost it will at least can cover all costs incurred in the operational aspect. To avoid riba (interest) in sharia mortgage in its effort to gain profit, then sharia mortgage uses mechanism according to sharia principles, such as ijarah agreement, rahn agreement, mudharabah agreement, ba’i muqayadhah agreement and musyarakhah agreement. Therefore, the opinion that mortgage when a financial institution, the function of mortgage social will be erased is not entirely true. It is because at least 2 reasons that the institutionalization of mortgage does not mean to eliminate the mortgage social function, based on underlying hadits showing the fact that the mortgage function is for social function.

The determination of deposit service tariff in PT. Pegadaian Syariah is based on the collateral value, but the differentiating element of the cost charged between customers to another in pawning the property with the same appraisal value but with different loan is ijarah discount provided due to the customer take loan under maximum loan price or under 85% of property appraisal value. Then it clearly observed that the calculation of ijarah cost or space rent cost is not taken from customer’s loan amount.

Ijarah agreement in this case is served to decide whether or not to continue the implementation of rahn agreement. Because rahn agreement will impossibly implemented if one of the party is not agree on ijarah agreement, then ijarah agreement is served to the consummation of rahn agreement, but to be a standalone agreement, it will not be possible because this mortgage institution is not an storage institution and Pegadaian cannot run its operation system without ijarah agreement.

Pegadaian Sharia does not take the profit from rahn agreement, but there is incurring administration fee. This administration fee is to pay equipment cost and labor cost. While from ijarah agreement, the customer is obliged to pay ijarah cost (ujrah) to Pegadaian where for ujrah, it has been agreed by both parties.

In renting cost side, sharia mortgage is more competitive if compared with conventional mortgage. It observed from the renting tariff both per 10 days or per 120 days. In sharia mortgage, if 10 days then ijarah cost is IDR 2,500, while in conventional mortgage for 10 days is IDR 3,800. Such also with the renting tariff for 120 days, in sharia mortgage is IDR 29,000 while in conventional mortgage, it uses percentage when the customer take loan 1-15 days, then they will be charged capitol rent of 0.75%, if take loan 120 days, then the capital rent will be 6% (0.75%×8). This is the differentiating aspect of conventional mortgage than sharia mortgage, which is if using capital rent it calculated with accumulative interest, while if using ijarah, it counted with the value of the property. So the cost calculation cost of ijarah is not determined from the amount of customer loan but from the value of pawned property, this is to accordance position of sharia mortgage.

In practice, PT. Pegadaian Syariah branch of Solobaru, it decided ijarah cost to customer who pawn one type of property with appraisal of IDR 575,000 deserves loan maximum of IDR 550,000, then of the loan it will be charged ijarah cost of IDR 2,500 and if the customer apply loan under maximum amount of IDR 400,000, then the ijarah cost is of IDR 1,800. In previous example, it is clear that ijarah cost determined by PT. Pegadaian Syariah branch of Solobaru on customers are not the same, they are depend on the amount of loan provided by Pegadaian Syariah, which in fact sharia mortgage takes ijarah cost (maintenance and storage cost of marhun), not from the amount of loan, but from the value of property to be pawn. Then according to DSN-MU guidance No. 25/DSN-MUI/III/2002, it can be concluded that no matter the amount of loan

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by customer, then the cost of ijarah will be the same. In such case, it means that customer who take loan of IDR 500,000, IDR 400,000 or IDR 300,000, will be charged the same ijarah cost, that is of IDR 2,500. To avoid riba, the determination of service cost on customer collateral storage in PT. Pegadaian Syariah Branch of Solobaru is implemented by: stated in nominal, not percentage, the nature must be real, clear and certain, and also limited on things absolutely required for the agreement to be implemented, and there is no additional cost not mentioned in initial agreement.

If the customer of PT. Pegadaian Syariah Branch of Solobaru takes loan under maximum amount, then the customer will be discounted on ijarah. The determination of this discount is taken from percentage of property value. Discount is varied according to the risk assumed by Pegadaian Syariah, the higher loan, the higher risk assumed by Pegadaian Syariah. It results in discount percentage will be lower, such also conversely, the less loan taken then appraisal value, then the risk will be higher, it also applied for administration cost charged by sharia mortgage on money transfer, the more money, the higher administration cost charged to the customer.

Conclusion

Procedures of rahn agreement implementation in PT. Pegadaian Syariah Branch of Solobaru is rahn (customer) comes to murtahin (Pegadaian Syariah) to deliver marhun (collateral) to be appraised by the appraiser of Pegadaian Syariah. The results is the customer will assume administration cost which then the customer come into rahn agreement in Letter of Rahn Evidence. Afterwards, the customer deliver the collateral in which the customer must come into ijarah agreement (space rent agreement), which incurring space ret or ijarah cost. Then of the process of mortgage application in Pegadaian Syariah, the customer must come into two agreement process, and it does not prohibited in Islamic law.

Ijarah cost applied in PT. Pegadaian Syariah Branch of Solobaru has been in accordance with Dewan Syariah Nasional Guidance No. 25/DSN-MUI/III/2002 because the calculation of ijarah cost is not from the amount of loan but from the value of property. While the differentiating aspect of ijarah tariff is the discount provided to the customer who apply loan below the maximum appraisal value. The determination of ijarah is from ijarah cost charged by the customer. This discount is calculated according to percentage of customer loan appraisal value.

Implication

Mortgage in its present form is a modern system known by Sharia and conventional. Besides, it absorb an amount of innovation gradually over years. On base of the capacity, it has specific character unobserved in other sector. Of the analysis using Islamic scholar analysis about the positive, negative, strength and weakness and also opportunities and threats, Pegadaian Syariah can have highly strategic position. It clearly observed that the sources of mortgage as communal financial institution, mostly located on how does a leader, and community member utilizes the influence of Islamic law on them and how does society provide moral support and for the advancement of Pegadaian Syariah with all capacity and facility supported with sufficient sources and also good governance. Pegadaian Syariah Branch of Solobaru will grow as a mean and infrastructure and also support for social prosperity to hold pure Islamic financial transaction. By this study, at least it provide several implication as follows:

1. Pegadaian as community financial institution has its own method differently with banks, and also on the management and operation which can be the balancing factor in modern life tends to search for material needs fulfilment.
2. Transaction learning process in Pegadaian like the appraiser, collateral, ijarah and others can be the models of development for other institution taking responsibility to social life.
3. The established Pegadaian Syariah or Pegadaian under Islamic law will be model for other mortgage institution in developing the institution in society as the part of moral responsibility.

Suggestion

Evaluation is also needed to listen inputs provided by customer as the effort of good relationship between Pegadaian Syariah and the customer. It will create positive images and also the part of socialization to give understanding, knowledge and introduction of Pegadaian Syariah.

Comprehension of Mortgaging theories in the implementation of ijarah agreement as a perspective in this study is to explain picture of PT. Pegadaian Syariah Branch of Solobaru which still under-implemented so that the results are relatively below the expectation. Alternative solution in ijarah agreement mechanism in Pegadaian Syariah by large written on base of
personal opinion because there still little to be found the source of reference and only on the base of Islamic law principles.

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Books


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