

AGREEMENT OF RAHN IN ISLAMIC PERSPECTIVE

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Abstract: Study This aiming For know draft contract rahn in perspective Islam and the methods used is descriptive qualitative with approach literature review (library research) for know information from various source literature. Akad rahn is draft in Islamic law referring to contracts guarantee or pawn. In the contract this , someone provide goods as guarantee For loan or debt. If the borrower No can pay debt, giver loan entitled sell guarantee For get return the money borrowed. However, the pawned goods still become owned by pawnshop and him entitled redeem it with pay his debt . In the Islamic perspective , the contract rahn aiming For ensure that transaction finance done in a way fair and unfair harm one parties . Contract rahn in Islam no only functioning as tool guarantee, but also as means For create balance in transaction finance, protect the rights of each party, and support principles Islamic economics.

Keywords : Rahn, Islamic Economics and Collateral Instruments

Introduction

Activities pawn or rahn close the relation with activity religious matters with fulfillment need economy . From its development with conditions and structures social society , then matter This can influence the law that governs implementation pawn . The law of pawn in Indonesia is influenced by three pattern law , namely : Islamic law , European law and international law. Customs . Relationship between all three contribute positive to practice pawn and sharia pawn (rahn) in Indonesia which are often utilized as a financial instrument alternative . In general term pawn is loan with guarantee , so that the transaction debts each other believe . To convincing party giver debt so needed guarantee in the form of goods that have mark If second party can each other believe , then goods guarantee may No used . Collateral No matter must but only as complement in debt- receivable transactions If required . Regarding with matter This focus of Islam in accounts payable activities is a person who has wealth (money) expected can lend the money to those in need as action mutual help (tabarru '). In our time, Islamic debts are more to advocate For lending rather than borrowing, because matter This in draft tabarru ' can give benefit to other people. Pawning in Islam is part from activity known muamalah with rahn. In the transaction pawn, Appropriate with Islamic legal norms, which become right giver loan must can be noted . For get loan so party borrower give guarantee in the form of a goods (collateral) to giver loan .

If borrower or giver pawn No capable pay off the loan, then party giver loan can sell or auction goods that become guarantee in contract pawn on base agreement together . Agreement from the scholars of Islamic jurisprudence that pawn or rahn allowed in Islam with based on the Koran and Hadith . In Surah Al-Baqarah (2) verse 283 Ulama Fiqh interpret pawn may done

when in journey or moment living in an area, with condition goods or object that is made guarantee in a way direct can controlled by the recipient pawn and valid according to law . If goods guarantee No can mastered directly , then must There is kind of letter , certificate or similar For prove that goods the in the status of marhun (debt collateral), for example , a letter vehicle motorized or certificate land (Alexander et al., 2023).

Pawnshop is solution for communities that need funds fast in situation urgent , especially when they No own savings or cash funds . Under the condition this , funding from party third often become choice alternative . However , the service banking often requires complicated administrative processes and requirements , so that some people choose borrow from loan shark although with high interest . For those who have asset valuable that can made into collateral , pawnshop become more options safe , legal and organized .Lubaba (2020)

Literature review

Pawn in Arabic is known as *rahn* , which means permanent , eternal , and guarantee . In this sense sharia , *law* referring to detention a number of property that is used guarantee in a way valid , but still can redeemed return . Items made guarantee still become owned by the party who pawns creditor , but be under mastery recipient pawn the party in debt . Mayditri, (2022)basis law Sharia pawnshops are also based on Islamic sharia principles which originate from from the Qur'an and Hadith of the Prophet SAW. One of the basis used is the Qur'an, Surah Al-Baqarah verse 283, which has meaning :

"If you in travel (and do) transaction No in a way cash) and not find a writer , then should There is goods guarantee handed over (to the party who gives the debt). However , if part from You each other trust , then should be trusted That fulfil his mandate (to pay off) his debt) and be pious to Allah, his Lord . Don't be you (the witnesses) hide testimony ." Contract rahn according to Islamic law does not allow diversion right owned by from rahin (giver) pawn) to murtahin (recipient) pawn). This is confirmed in hadith of Rasulullah SAW: " Pawned goods still become owned by the owner pawned it ." (HR. Bukhari and Muslim from Aisyah ra). Rasulullah SAW also said : " Every conditions that are not in accordance with provision in the Qur'an is cancel and no valid , even though There is one hundred condition even though . The provisions The laws and conditions of Allah SWT are the truest and strongest . "

Legal basis rahn as part from activity muamalah can also referring to the evidence and fatwas of the DSN-MUI. In the book *al- Mu'jam al- Mufahras li al- Fâdz al- Qurân al- Karim* , it is found at least three words in the Qur'an that have same root word with rahn , namely : (1) *rahin* in QS al- Thur (52): 21, (2) *rahina* in QS al- Mudatsir (74): 38, and (3) *farihan* in QS al- Baqarah (2): 283. Third term the used For confirm that rahn is consequence from something that has been promised or done .(Maman dan Panji, 2004)

In the book *Al-Fiqh Al-Islami wa Just* , (Wahbah Zuhaili, n.d.)explaining that rahn is contract of a nature flexible during still comply sharia principles . He also emphasized importance clarity and transparency in determination mark pawned goods as well as the amount of debt associated . In Indonesia there are two types institution pawnshop , namely pawnshop conventional and sharia pawnshops . Fatwa of the National Sharia Council of the Indonesian Ulema Council (MUI) Number 25/DSN-MUI/VI/2002, issued on June 26, 2002 AD / 15 Rabiul Akhir 1423 Hijriyah , concerning Islamic pawnshop (rahn), stated that Islamic pawnshop is one of the solution For fulfil need Muslim society in sector service non-bank finance . Rahn is

considered as form services that can run in accordance with sharia principles in various aspect life business and transactions . One of methods that can used For earning money is with method pawnshop / rahn .(Mardanis, 2017)

In Indonesian laws and regulations , the concept pawn has set up in a way special For ensure its suitability with principle applicable law , as stated in PP No.51 of 2011 concerning Changes in the Legal Form of a Public Company Pawnshop Becoming a Limited Liability Company (Persero). Article 2 paragraph (1) of PP No. 51 of 2011 states that objective pawnshop is For operate business in the field pawn and fiduciary , both in a way conventional and sharia, as well as service finance other in accordance with applicable regulations , esp For society and business medium , with optimize source The Company's power is based on Principles of Limited Liability Company (PT). Compilation of Sharia Economic Law in Articles 386-389 concerning rights and obligations contract rahn explain that Murtahin entitled withhold marhun (goods) pawn) until the secured debt with marhun the paid paid off . If Rahin dies , Murtahin own right special in get debt payment compared other party . Marhun No to erase right Murtahin For demand debt payment , and Rahin got it demand marhun If his debt has paid off . The Rahn agreement remains applicable even though Rahin or Murtahin died (Supreme Court , Number 2 of 2008).

Method

Study This use approach qualitative with objective For dig more in related phenomena with practice pawn (rahn) from corner view Islamic law . Approach This chosen Because focus study is For understand draft law and its application in life society . The type of research used is studies literature and analysis Documents . Research This will to study various source law , both primary (Al-Qur'an, Hadith, MUI fatwa, and regulations Indonesian legislation) as well as secondary (literature) related , journals , books , and articles scientific). Data sources used includes the Al-Qur'an, Hadith, and related MUI fatwas with law pawn (rahn), and regulation Indonesian legislation regarding pawnshops , books , journals , articles and research previously discussed about pawn . Research This expected can give better understanding deep about practice pawn (rahn) in Indonesia and give recommendation related implementation appropriate sharia pawnshop with sharia principles and regulations applicable law .

This method expected can give description comprehensive about practice Pawn in Indonesia, Facts presented Then followed with analysis , no only just explains , but also provides understanding and explanation about existing problems . and contribution law in provide solution appropriate finance with sharia principles .

Results and Discussion

1. Definition Rahn Contract

The contract of Rahn (رهن) in Arabic means " to hold " or " to guarantee ." In the context of Islamic economics and law , contracts rahn is agreement guarantee where someone give goods or asset as guarantee For a debt or obligation . According to Islamic law , pawnshop is form guarantee on the debt given If debtor fail fulfil his obligations , and the goods are worthy made into goods merchandise can used as guarantee . Items made guarantee only may for sale or valued If in agreed time second split party , debtor No capable pay off his debt . Therefore that , right giver loan only applicable to goods made guarantee If debtor fail pay his debt . Ar -Rahn is

detention part treasure owned by borrower as guarantee on the loan he received , where the goods were retained own mark economy . With Thus , the party holding goods to obtain guarantee For Can take return all over or part his receivables . In simple , simple Can understood as debt guarantee or pawn . In Islam, Ar -Rahn is means each other help (ta'awun) for Muslims without existence reward service .

Understanding *rahn* according to experts law Islam as following :

1. Shafi'iyah scholars describe that make a common items traded as debt guarantee means goods the can for sale For pay off debt if the debtor No capable pay for it .
2. Hanbali scholars to mean guarantee as a the given thing as form trust on debt, where the value is can used For pay off debt if debtor fail pay .
3. Malikiyah scholars explain that guarantee is something that has mark property (mutamawwal) taken from the owner as liability on debts of a nature tie .(Gunawan et al., 2023)

2. Objectives and Benefits of Pawnshops

Pawnshop own objective as following :

- Support implementation government policies and programs in the field of economy as well as development national , especially through transaction financing or loans based on law pawn .
- Prevent practice pawn illegal , ijon , and other forms loan No reasonable other .
- Optimizing benefit pawn free flower in service sharia pawn as form protection social , so that people who need urgent funds can avoid from loan based on flower .
- Give convenience access loan for public with requirements that are not complicated . (Education and Entrepreneurship & Mayditri , 2022)

The Benefits of Having a Pawnshop that is :

agreement also has pillars and conditions among them is :

a. Pillars contract rahn

According to the majority of scholars are in harmony rahn That There is four :

1. Sighat (ijab and qabul)
2. People who make a contract (ar rahn and murtahin)
3. Pawned assets (marhun)
4. Loan / debt (marhun bih)

As for the pillars rahn according to Hanafi in Law (2016: 187) pillars rahn or pawn is ijab and qabul which originates from from owner pawn and holder mortgage involved in contract , contract This come true in a way perfect without being accompanied guarantee in the form of goods or not move (BANYUWANGI Romlah & Khusnudin, n.d.)

Sharia Pawn (*Rahn*) is solution practical and useful loans For fulfil need finance . System This use principle sharia pawn with guarantee in the form of gold , diamonds , jewelry , gadgets, to car . Advantages rahn , requirements , loan process , and procedure return loan explained as following :

1. Rahn's Advantages

- a) Productive : Maximizing utilization goods valuable and assets productive , at the same

- time maintain your ownership .
- b) Practical : Requirements simple , easy process , and implementation fast .
2. Condition Loan
- a) Shows identity official , such as KTP, SIM, or passport .
- b) Submit guarantee in the form of goods , such as jewelry , diamonds , or vehicles .
- c) For vehicle motorized , attach copy of STNK and BPKB.
- d) Fill in form application loan .
- e) Signing agreement loan .
- f) Procedure Borrowing .
3. Submission Process Loans
- a) Customers deliver form application loans (FPP) and copy identity and guarantee to counter .
- b) Officer Pawnshop evaluate mark The guarantee submitted .
- c) Amount main loan range between 92% to 95% of mark estimated guarantee .
- d) After agreement amount loan achieved , customers sign contracts and receive loan funds .
4. Return Loans Loans
- can paid off When just fine , okay at a time and also with installments , in term time maximum 120 days . If the loan Not yet paid off in 120 days First , customers can extend the loan period up to 120 days next with pay cost capital lease (ijarah) and administration in accordance provision .
5. Implementation Rahn Contract
- In the application of Hybrid Contracts to the al-Ijarah wa al-Rahn agreement as innovation product Islamic pawnshop , required effort harmonization between sharia principles and law positive . This is aiming For make it easier transactions and avoid difficulty for all parties involved . One of them approaches that can used is method istihsan , whether based on benefit as well as in qiyas.

Prioritize convenience and avoidance difficulty is principles that emphasize importance overcome obstacles to giving relief . In case This is the Ijarah agreement and ar -Rahn included in category contract ' *ainiyah* , which means contract the considered legitimate after goods that become object contract submitted , as is the case in the contract grants , qirad , and borrowing .

Writer to argue that implementation contract hybrid in the contract of al-Ijarah and ar -Rahn as innovation product in Islamic pawnshop does not solely based on imitation or adaptation product from abroad . On the other hand , innovation can achieved with dig and develop concepts jurisprudence relevant transactions with the needs of modern times. This is involving utilization knowledge principle jurisprudence , jurisprudence fiqh , history Islamic law , philosophy Islamic law , as well as maqashid sharia. In the process of innovation product , method of ijthad insha'iy and ijthad intiqal'iy need applied .

Use ijthad method in jurisprudence transactions aiming For modernize understanding to fit with reality life contemporary , without go out from sharia framework . Ijthad intiqal'iy involving analysis deep to various the view of scholars from various sect , with approach tarjih (assessment) and takhyir (selection). The purpose No only For look for convenience , but also for reach welfare . Therefore That is , talfiq (merging) which is aimed at support maqashid sharia can accepted . In this ijthad , deep understanding about comparison schools of thought and principles fiqh is very necessary .

Temporary that, *ijtihad*, God willing refers to the effort create perspective new that has not been Once discussed in studies by previous scholars. In context economics and finance, *ijtihad* God willing own high relevance and has Lots applied, such as in development draft income clean on system sell buy urbun, and other.

Good *ijtihad* *intiqai'y* and *ijtihad* God willing should done in a way collective or congregation. *Ijtihad* in a way individual considered not enough relevant with demands of the times This is for face and answer problem economics and finance contemporary, required collaboration of experts from various discipline knowledge in implementation of *ijtihad* in congregation.

Formation Islamic pawnshops in general legal and empirical started from need Muslim society that wants institution pawnshop in operation in accordance with sharia principles. Sharia Pawnshop is present For fulfil market needs, especially for public with level economy intermediate to below. In its management, Pegadaian Syariah adopts system modern management that prioritizes convenience, speed, security and efficiency in distribution loan.

As entity independent business, Pegadaian Syariah was formed For answer need service free lending and borrowing from element usury, *maysir*, and *gharar* are prohibited by Islamic law. In practice, Islamic Pawnshops are required to comply provision Islamic law and applicable regulations. Apart from that, the contract used must appropriate so as not to violate sharia principles. (Prabowo et al., 2023)

4. Legal Basis for Pawn (Rahn)

Pawn law allowed Good in condition settled (in the village) or in journey (safari), as has agreed upon by the *mujtahids*.

Guarantee only considered legitimate if done with acceptance and acceptance of marriage. Submission goods No must done in a way physical, as long as second split party agreed that goods guarantee in hand the party who owes the debt (holder mortgage), then matter This allowed. If agreed that goods guarantee kept by a fair party, the thing this is also allowed. However, if second split party want to control goods the in a way directly, then the judge will hand it over to fair party. Every items that can be can also be traded made into guarantee. Contract *rahn* allowed in sharia based on argument from the Al-Qur'an, the Hadith of the Prophet SAW, and the *ijma'* of ulama.

One of Allah's word in QS. Al-Baqarah verse 283 reads :

"If you in travel (and do) transaction No in a way cash) and not find a writer, then should There is goods the guarantee submitted to the party giving loan. However, if one of party trust party others, then the person who is trusted That must to fulfill his mandate (to pay off) his debt) and be pious to Allah, his Lord. Don't be witnesses hide testimony, because who did it means his heart sinful. Allah is All- Knowing What are you do it." (QS. Al-Baqarah: 283).

The scholars of Islamic jurisprudence agreed that contract *ar-rahn* (pawn) is allowed Good in journey or in place, as long as goods guarantee can mastered in a way law by party giver loan (*al-qabdh*). This is means although No all goods guarantee can mastered straight away, at least must There is proof ownership that guarantees the status of the goods the as collateral (*al-marhun*). As for example, if goods guarantee in the form of land, then it is controlled is document or certificate land as guarantee. (Rika & Tuti, 2024)

There is a number of the terms and conditions that must be met fulfilled so that the *Rahn* agreement is considered valid. Terms and Conditions the is as following :

1. Parties Involved Parties involved in Rahn agreement , namely Rahin and Murtahin , must fulfil criteria like own reason healthy and capable For do transaction ownership .
2. Provision The Rahn Agreement does not may depends on the conditions certain or time in the future . Like as it is contract buying and selling , the Rahn contract involves release goods and granting of debt, so that No may bound with provision or time that has not Certain .
3. Rights to Guarantee (Marhun Bih) The rights that are made guarantee must in the form of mandatory rights handed over or given to the owner .
4. Pledged Goods Goods that are pawned must can utilized . If the goods the in the form of debt that is not Can utilized , then Rahn agreement becomes No valid .
5. Number of Items Pawned must can measured or counted . If not can disqualified , the Rahn agreement is considered No valid .
6. Marhun (Collateral) In the implementation sharia pawnshop , pillars sharia pawnshops are also a must fulfilled . Pillars the includes :
 - o Ar -Rahn (Pawnshop) The **person** who pawns must has mature , rational healthy , and can trusted by Rahin to deliver pawned goods .
 - o Al- Murtahin (recipient) pawn) Party , bank, or institution trusted by Rahin to get funds with guarantee goods (pawn).
 - o Al- Marhun / Rahn (pawned goods) Goods handed over by the pawnbroker as debt guarantee .
 - o Al- Marhun bih (debt) The amount of funds provided by Murtahin to Rahin based on mark estimate pawned goods .
 - o Shighat , Ijab , and Qabul Agreement between Rahin and Murtahin in do transaction pawn .

With fulfil terms and conditions this , the Rahn agreement can implemented in a way legitimate in accordance with sharia principles . Sharia pawn is an agreement in which a person deliver treasure in the form of gold , jewelry , vehicles , or goods other as guarantee to party or institution sharia pawnshop based on law pawn . While that , institution Islamic pawnshops provide money as sign accept with amount maximum 90% of mark estimate pawned goods , which are proven with filling out and signing the Mortgage Evidence Letter (SBR).(Prabowo et al., 2023)

5. Differences Sharia and Conventional Pawnshops

At the pawnshop conventional only do One contract agreement debt receivables with guarantee goods move that if reviewed from aspect law conventional , existence goods guarantee in pawn nature accessories , so that Pawnshop Conventional Can No do detention goods guarantee or in other words to do practice fiduciary . Different with Islamic pawnshops that require in a way absolute existence goods guarantee For justify withdrawal customs service save . Islamic pawnshops do not emphasize on giving flower from pawned goods . Although without

interest , Islamic pawnshop remains the same to obtain profit as it has been regulated by the National Sharia Council. Namely to enforce cost maintenance from pawned goods . Fees That counted from mark goods , not from amount loans . While at Pegadaian conventional , the costs that must be paid a number of from what is borrowed .(Rafsanjani, n.d.)

Difference between Islamic Pawnshop with Pawnshop Conventional will be explained in the table following This .

NO	CONVENTIONAL PAWNSHOP	SYARIAH PAWNSHOP
1	Based on the Regulations Government Number 103 of 2000	Based on the Regulations Government Number 103 of 2000 and Islamic Religious Law
2	Cost administration according to percentage based on group goods	Cost administration according to determination based on group goods
3	How long does it take to return? loan more from agreement goods pawn auctioned to public	How long does it take to return? loan more from contract , goods pawn Customer for sale to public
4	Capital rent is calculated with : Percentage x Loan Amount (UP)	Deposit services counted with : Constant x estimate
5	Terms used : a. Pawn b. Pawnshop c . Customer d . Loaned goods e. Loan Terms	terms used : a. Rahn b. Murtahin c. Rahin d. Marhun e . Marhun bih

6. Implementation contract rahn in Islamic pawnshop

In the mechanism operational Islamic Pawnshop through contract rahn , society deliver goods move as guarantee , which then stored and maintained by the pawnshop in a place that has been provided . Storage process This cause costs , including place storage , maintenance , and overall activity related . Therefore that , pawnshop entitled wearing cost rent to Customer based on agreement second split parties . Benefits Sharia Pawnshop originates from from cost rent place , not from flower or additional calculated from borrowed money . Contract the rahn in question is product financing sharia- based at Pegadaian Syariah.

Transaction sharia pawn must fulfil pillars and conditions that are set . Sharia Pawnshops use two contracts main , namely Rahn agreement and Ijarah agreement , which were signed simultaneously moment customer (rahn) submits goods guarantee . In the Rahn agreement , the customer must return the debt accordingly the amount borrowed , while in Ijarah agreement , customer charged fee (cost) storage).

Items that can be made into guarantee covering goods moving , such as :

- a. Jewelry from gold , silver , or platinum, with or without decoration diamonds / pearls . b. Electronic goods , such as laptops, TVs, refrigerators , and audio devices . c. Vehicles , such as bicycles , motorbikes , and cars .
- d. Machines , such as machine sewing and machine ship .
- e. Valuable goods others , including letter valuable like stocks and bonds .

Financing rahn at Pegadaian Syariah becomes solution fast and sharia compliant for urgent need for funds . The process of disbursing funds is only need time about 15 minutes , with guarantee goods safe . Goods that can be guaranteed covering jewelry , electronics , vehicles motorized vehicles , and goods move other .

Superiority product This includes :

- a. Services available at all Pegadaian Syariah outlets in Indonesia.
- b. Procedure easy and fast process (15 minutes).
- c. Loans start from Rp. 50 thousand until more from Rp500 million .
- d. Term time loan maximum 4 months (can extended).
- e. Settlement can done When only , with calculation cost rent according to the loan period .
- f. No need open account For loan .
- g. Loan funds can accepted cash or transferred .
- h. Collateral stored safe .

Business process Sharia pawn at Pegadaian Syariah is:

1. Customer bring goods guarantee (marhun).
 2. The goods are appraised by the officer Sharia Pawnshop .
- Loan funds (marhun bih) accepted Customer in a way cash or transfer.

Condition submission includes :

- a. Photocopy of KTP or card identity official others .
- b. Collateral .
- c. For vehicle motorized vehicle , bring the original BPKB and STNK .
- d. Sign the Proof of Rahn Letter (SBR).

As institution finance , Pawnshop No raise funds directly from society . For fulfil need In terms of funding , Pegadaian Syariah relies on its own capital , government capital participation , loans term short from banking , as well as publishing bonds . In running Operationally , Pegadaian Syariah ensures all over source funding free from element usury , including third party funds the third one comes from from sources that can accountable . Work The same has done with Bank Muamalat as fund providers , and to front of it will expanded to institution other sharia finance . If the customer No can pay off debt or extend the mortgage period , after deadline time certain or warning from Pawnshop , goods guarantee can executed through auction .(Yuniwati et al., n.d.)

Conclusion

Based on the discussion above , concluded that Rahn agreement is agreement guarantee in Islam where goods or asset valuable made into debt guarantee . Concept This allow giver loan to obtain right on goods guarantee if the debt is not paid off . Contract This reflect values ta'awun (mutual assistance) help) without reward service .

Sharia Pawnshop aims to support policy economy , prevent practice loan illegal , and provide access financing free sharia based flowers . Benefits covering convenience access , requirements simple , and cost based on maintenance goods , not flower.Rukun contract covers consent qabul , parties to a contract (rahin and murtahin), goods guarantee (marhun), and debt (marhun bih). Conditions legitimacy covering eligibility goods as guarantee , certainty agreement and contract parties related .

Sharia Pawnshop integrates sharia principles and law positive through ijihad method (intiqai'y and insha'iy) for create relevant products with modern needs . Sharia Pawnshops also

use hybrid contracts such as al-Ijarah wa al-Rahn, prioritize benefits and convenience for Customer . Rahn contract is allowed based on QS. Al-Baqarah: 283, hadith of the Prophet SAW, and ijma' ulama. Contract This legitimate If fulfil sharia requirements , such as handover goods adequate guarantees and the existence of clear agreement between second split parties . Islamic Pawnshop with Rahn agreement provides solution sharia - compliant financing , fast , safe and efficient . Innovation product through approach jurisprudence transactions ensure relevance with modern needs without violate sharia principles .

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