

Analysis Of Sharia Purple Load System On Settlement Of Sharia In Islamic Law Perspective Indonesia

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Abstract: *This study analyzes the normative juridical approach in the process of qualitative data. Sharia pawning loading system is a new economic phenomenon since the regulation of Law 7 of 1992 in conjunction with Law 10 of 1998 in conjunction with Law number 21 on Islamic banking, this regulation is responded by the National Sharia Council and issued Fatwa number 25 / DSN- MUI / III / 2002 concerning rahn. The problem formulation in this research is how the sharia pawning system is charged to the pawn holder and whether the imposition of sharia pawning costs can be said to be usury in the perspective of Islamic Law based on the results of the analysis of the loading system can be seen from insurance services storage costs, security costs and processing fees. Therefore, Islamic pawnshop is very necessary for the future to tie the economy in Indonesia.*

Keywords: *System, financing, loading*

Introduction

Ar-rahn in Arabic has the meaning of al-tsubutwa al-dawam meaning that it is permanent and eternally there are those who say the word ar-rahn means al-habs means retained. (sayyidsabiq as sunnahjuz 3 : Kairo Dar al fath,2000:131) As contained in the word of Allah Almighty. In QS.Al-Muddatsir: 38 which means: "each self is responsible (restrained) for the deeds he has done." While the definition of ar-rahn according to the term is to make things that are valuable assets in view of sharia 'as collateral for debt that allows to pay off the assets or a part of it. The same definition put forward by Wahbah Al Zuhaili states that the meaning is to retain property rights that can be used to pay off debt. This means to make an object that has a property value with a syara view 'to trust a debt so that it is possible to take all or part of the debt from that object.

The validity of a pawning agreement made by the arar to the customer how many terms and conditions must be met, namely:(Abdul GhofurAnshori: 2006: 91): (a) Ijabqabul (sighat) This can be done both in written and oral form, as long as it contains the intention to have a pawn agreement between the parties, (b) Transactors (Aqaid), the conditions that must be fulfilled for people who do pawning transactions, namely rahin (pawner) and murtahin (accepting pawn) are mature, sensible and of their own free will, (c) Presence of pawned goods (Marhun) Requirements that must be fulfilled for goods to be mortgaged by rahin (pawner) are transferable, useful, belonging to rahin legally, clearly, united with other assets, controlled by rahin and assets that are permanent or can be moved accordingly, items that cannot be traded cannot be pawned, (d) Debt (marhunbih). According to Hanafiyah and Shafi'ite scholars, the condition of a debt that can be used as a base for a pawning is in the form of debt that can still be utilized, the debt must be prevalent at the time of the contract, the debt must be clear and known by rahin and murtahin.

Based on positive law in article 19 paragraph 1 letter q of Law Number 21 of 2008 concerning Islamic Banking, it is stated that the business activities of the Syariah Commercial Bank, among others, carry out other activities that are commonly carried out in the banking sector and in the social sector as long as they do not conflict with the law being the legal basis Islamic banks to provide products based on rahn contract.

Rahn in Islamic banking can be interpreted as holding customer assets as additional collateral for loans that will be launched by Rahn. Rahn is included in one of the types of supplementary contracts, while in the context of a general company, Rahn's pawnshop is the main product.(Hannan wihasto:2006)

According to Akram Khan: Stating that the Islamic pawn as a concept of credit receivables in accordance with the syariah, because the more appropriate form is the qardhulhasan scheme due to its usefulness for social purposes, the loan is translated into a syariah mortgage for welfare purposes.(Adrian Sutedi: 2011:71).

Islamic pawnshop is a new economic phenomenon since the regulation of Law Number 7 of 1992 in conjunction with Law Number 10 of 1998jo. Law Number 21 of 2008 concerning Sharia banking. This regulation was responded by the National Sharia Board and issued Fatwa Number 25 / DSN-MUI / III / 2002 concerning Rahn. The development of community life also develops human life problems. And this problem arises in aspects of life in matters of muamalah which are the most in aspects of life and matters of worship. For Muslims all aspects of life are part of worship, because worship has a very broad dimension.(AjatSudrajat: 2008: 1).

The new Islamic pawn activities give birth to a new legal system within the Indonesian legal system. This condition is based on the birth of agreements that do not yet exist in the legal system in Indonesia, for example arrahn. The arrahn system is derived from the Islamic legal system written in the books of fiqh, both classic and content, which are then implemented by Indonesian society.

There is a dualism system, namely conventional pawnshop whose regulation refers to pure positive law and sharia provision which refers to Islamic law. Although currently there has never been a legal problem regarding sharia pawnshops, in the future there will be a default in the implementation of sharia pawnshop products. Because it will all require law.

Allah prescribes a pawn (rahn) for the benefit of the community to help one another among humans, because this includes helping to help in goodness and piety. There are benefits that can be a solution in a critical, minimizing hostility. In the paragraph it has been explained that if you want to do an act of bermuamalah or accounts receivable debt with a proof of trust or reinforcement that is to give up something in form of objects or valuables as collateral that can be held. This is considered necessary because in order to ensure that the two parties that make a pawn (rahn) agreement arise mutual trust between one another.

One of the sharia financial institutions that is currently developing and much loved by society today is sharia ownership. Procurement operates in accordance with the principles of the syariah with the aim of welfare of the community by providing convenience in conducting transactions.

The main task of a sharia pawnshop is to provide loans to people in need. This loan is inseparable to certain groups but in Indonesia the use of financial institutions is still dominated by middle and upper classes and still reaches a small portion of the lower classes. One of the forms of muamalah that is permitted by Rasulullah SAW is Pawn.

Pawn (rahn) according to sharia is defense of something in a justified manner that allows it to be withdrawn. Pawn or rahn can also be interpreted as goods that have the value of assets according to the view of sharia as collateral for debt, so the person concerned may take all or part of the debt in other words pawn or rahn is a contract in the form of procurement of goods from one party to another party with another debt with debt as a substitute.(KhatibulUmam: 2016:173).

In the banking text, this contract can be used as additional collateral for high-risk financing. This contract can also be a separate product to serve the needs of customers for services and consumer needs such as education, health and so on. What distinguishes conventional pawnshops from sharia pawnshops are their application or forms of loading conventional pawnshops apply the interest system or usury and ask for additional funds for funds lent temporarily in the sharia pawnshop system prioritizing is able to provide benefits according to what is expected by the community by continuing to keep the practice of usury, qimar (speculation), and gharar (uncertainty) so that it does not have implications for the occurrence of injustice in society and customers.

Procurement of sharia includes the type of debt and credit agreement to guarantee the existence of an element of trust from the creditor to the debtor, the need for mortgaged goods as collateral for debt or loans, these goods remain the property of the person who pawned but controlled by the recipient of the pawn (creditor).

Pawn is also part of the transaction that is allowed in the midst of the deal, as stated in Q.Al-Baqarah: 283. But the pawn is also obtained in a state of not traveling in accordance with the hadith narrated by Aisyah R.A who tells us that the Messenger of Allah bought food from a Jew which was paid on a delayed basis and he pawned his instrument of war. (Tariqi: 2004).

Therefore, based on the above background, the authors intend to analyze the imposition of pawning holders on sharia pawning holders and the cost of sharia pawning can be said as usury in the perspective of Islamic Law.

Problem Formulation is what is the Sharia mortgage payment system for pawning holders? And, is the imposition of the cost of Islamic liens can be said to be usury in the perspective of Islamic law

Method

This research is a type of research analysis of normative juridical approaches in the process of qualitative data. Literature study by looking for theoretical references that are relevant to the case or problem found, then becomes the basic foundation and the main tool for analyzing data, the type of data used in this study is secondary data obtained from journals, books, documents and the Internet. The data obtained was then analyzed using descriptive analysis methods. The data obtained in the form of secondary and primary data collected and analyzed qualitatively then presented in a descriptive form that is a report that gives a comprehensive and systematic picture.

Result

Sharia Pawn Charging System for pawning holders. The mortgage system is charged with management services or in the form of insurance costs, storage fees, security costs and maintenance costs. To be able to obtain services from sharia pawn shops, customers simply submit their assets to be deposited accompanied by a photocopy of identification then the appraisal staff will determine the tax value of the goods which will be used as a benchmark calculation of the lease for deposits (storage services) that can be provided.

Sharia mortgage payment system in the payment of ar-rahn to prospective customers is known how many terms:

1. Ijarah Tariff is a rate for collateral subject to a fee of only 100 (one hundred thousand) per ten days of storage for each multiple of the collateral estimated at Rp 20,000 (twenty thousand).
2. The mortgage rate for gold is 90% of the estimate that will be received by rahin (customer)
3. Marhunbih group, namely rahin (pawner) group whose name is in rahn proof letter according to the loan size.
4. Marhun ceiling is a classification of the amount of rahin loans
5. Administration fee per SBR (Proof of Rahn) is the amount of administration fee charged to rahin to procure the goods according to the marhunbih group.

In the DSN-MUI fatwa No 92 / DSN-MUI / IV / 2014 concerning financing accompanied by rahn, that is, stipulating the opinion provision obtained by murtahin according to this fatwa, there are maintenance / guarding services for marhun, the amount of which is determined at the time of the contract as stated in the ijarah agreement.

Imposition of Islamic pawning costs can be said as usury in Islamic law

The pawn transaction is classified by the scholars as tautsiqad contract, which is a contract that aims to provide trust for the perpetrators of the contract not to give benefits to those who receive the pawn (those who accept the pawn). Given the aim to guarantee the trust of this contract is additional. Can add any contract because this contract does not have consequences for the transfer of ownership of goods.

Utilization of pawned goods by the creditor means he gets the benefits of the debt he gives while taking advantage of the benefits of the debt given including usury as stated in the rule of "every debt that gives a profit, then the profit is usury" (HR. Baihaqi).

The opinion of SayidSabiq in the SunnahFiqh is that the rahn contract is an agreement that aims to guarantee trust in debt guarantees and not to be developed or taken advantage of if such rules are not permissible for murtahin to utilize mortgaged goods even though permitted by rahin because it means that debt provides there are benefits and all the money that gives profit after usury (fiqhsunna 3/156).

According to the scholars of jurisprudence, that usury imposed in the loan transaction (accounts payable), Al-qardhwa al-iqtiradh has fulfilled the criteria of usury that is forbidden by God, as stated by Al Nawawi said al mawardi said: our friends (ulamaMazhab) Safii) differing opinions about the prohibition of usury which is emphasized in the Qur'an on two views: first the prohibition is mujmal (global) which is explained by the sunnah.

Every law regarding usury put forward by the Sunnah is a parental explanation for the prosperity of the Koran, both usury naqad and usury nasiah. Secondly, forbidding usury in the Koran is actually only usury nasai known by the Jahiliyya community and the additional request for debt assets is due to the addition of repayments, one of them when the payment due date and the debt does not pay, he adds his receivables and also adds the payment period. This is done again at the next maturity. The word of God "do not eat us many times ..." then the sunnah adds usury in the exchange of currencies against the form of usury contained in the al quran.

Analysis of Islamic law against Islamic liens

In the concept of Islamic pawn, the practice of sayriah pawn is an effort to accommodate the wishes of the people, especially Muslims who want transactions according to Islamic sharia so that there is a difference in the Islamic pawnshop in the conventional pawnshop that charges an accumulative interest fee.

Acts carried out by every human being both with regard to aspects of worship maupu in muamalah in terms of a legal contract that is not yet qualified. Pawn (Rahn) According to Wahbah Al-Zuhaili from the view of the Four Schools.

Ulama Syafiiyyah defines Akadar-rahn is to make al-ain as a watsiqah (collateral) debt that the goods are used to pay the debt al marhuunbihi when the al madiin (the debtor or party) cannot pay the debt. in this definition it becomes an item asserting that this school does not allow rahn only with an item for which benefits are taken because the benefits of something may be exhausted and lost so that value and price cannot be measured.

UlamaHanbaliyah defines rahn as assets that are used as a debt guarantee watsiqa which when the party responsible for the debt cannot repay the debt is paid by using the proceeds from the sale of the assets used as the watsiqah of the collateral.

UlamaMalikiyah something mutamawwal in the form of property and has value taken from its owner to be used as a watsiqah (collateral) debt that is generally positive and binding or that will become prevalent.

The definitions expressed by the ulama - there are two views about goods that may be used as debt collateral. The definition conveyed by Safiiyah and Hanabiyah addresses the understanding that goods which can be used as collateral for debt are only material possessions that do not include the benefits as stated by the Maliliyaulama. Actually, according to them the benefits (shafi'i and hannabilah include in the sense of property. Rahn definition is a debt contract - debt by making goods that have the value of assets according to the view of syrat 'as collateral so that the person concerned can take the debt.

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