



## Transformation of Rahn's Thought Development as Sharia Capital Business

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### ABSTRACT

This research writes about the transformation of the development of rahn (sharia pawn) thinking as a sharia capital business. Rahn or sharia pawn was originally seen as a tabarru' (social) contract to help, but developed into a tijarah (commercial) contract that had economic benefits. The writing explains the legal basis of rahn from the Quran, Hadith, fiqh rules, to the laws and fatwas of DSN MUI. The development of rahn thought is discussed from the time of Prophet Muhammad SAW, Khulafaur Rashidin, Abbasid, to contemporary times. It also explained the terms of pawn goods (marhun), the types of contracts in rahn, and the potential of rahn as an instrument of sharia financing today. In conclusion, rahn thought has undergone a transformation from tabarru' to tijarah. Rahn has the potential to become a profitable sharia capital business that is free from usury, in addition to the potential for new types of intangible goods as valuable and valuable goods that can be used as al marhuun (collateral).

### ABSTRAK

Penelitian ini menulis tentang transformasi perkembangan pemikiran rahn (gadai syariah) sebagai bisnis pemodal syariah. Rahn atau gadai syariah pada awalnya dipandang sebagai akad tabarru' (sosial) untuk tolong menolong, namun berkembang menjadi akad tijarah (komersial) yang memiliki manfaat ekonomi. Tulisan menjelaskan landasan hukum rahn dari Al-Quran, Hadits, kaidah fiqh, hingga aturan perundang-undangan dan fatwa DSN MUI. Perkembangan pemikiran rahn dibahas dari masa Nabi Muhammad SAW, Khulafaur Rasyidin, Abbasiyah, hingga masa kontemporer. Dijelaskan pula mengenai syarat barang gadai (marhun), jenis-jenis akad dalam rahn, serta potensi rahn sebagai instrumen pembiayaan syariah di masa kini. Simpulannya, pemikiran rahn telah mengalami transformasi dari tabarru' menuju tijarah. Rahn berpotensi menjadi bisnis pemodal syariah yang menguntungkan dan terbebas dari riba, selain itu juga adanya potensi dari barang-barang jenis baru yang barang yang tidak berwujud sebagai barang yang bernilai dan berharga yang dapat dijadikan sebagai marhuun.



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## INTRODUCTION

Rahn is one of the permissible forms of transaction in Islam. Rahn or sharia pawn is holding one of the borrower's possessions as collateral (marhuun) for the loan he receives (Ilyas, 2019). The practice of rahn has existed since the time of Prophet Muhammad as a way to help each other (Surepno, 2018), To meet economic needs. In the time of Khulafaur Rashidin, especially during the reign of Umar Bin Khattab, many pawn methods were practiced. Still, the nature of helping without any benefit for the pawner was limited to pledging goods to get loans.

When the Abbasid State, which is known as the golden age of the glory of Islam, the development of thought in science, philosophy, technology, literature and economics went well (Putri & Priyoyudanto, 2023). Religious and economic studies are rife, and various ideas have emerged from experts in various fields. Call the fuqaha experts, namely Imam ash-Shafi'i, Imam Ahmad bin Hambali, Imam Maliki and Imam Hanafi, where the four contributed a lot, especially in the thought of muamalah. It is also about the regulation of sharia pawns (rahn). From these four imams, there are differences of thought in rahn, and this is widely used as the basis for the implementation of sharia-based pawns from the Abbasid era to contemporary times.

The legal basis starts from the Qur'an, al-Hadith or Sunnah, then ijihad of scholars. Then, in contemporary times, in a region in the form of a state such as Indonesia, the applicable regulations are used as positive legal references such as laws, Bank Indonesia regulations, OJK regulations and legal products resulting from ulama ijihad, namely Fatwa DSN MUI issued which is often used as one of the references for positive law making in Indonesia. Sharia pawn is a form of guarantee contract in the Islamic financial system. (Handayani & Abubakar, 2020), It is often an alternative solution for those who need funds quickly and safely. Sharia rahn can also be used as a profitable investment vehicle. Changes in conditions in the community, pawns develop with various contracts, including qord al hasan pawn contracts, mudharabah contracts, ba'i muqayyadah contracts, tijarah contracts and musharakah Amwal al 'Inan contracts as a solution for implementation in the field.

This study seeks to discuss the rahn of sharia in terms of its legal basis, the development of sharia pawn from the prophet Muhammad SAW to contemporary times, and the potential of pawn as a source of Islamic funding. This research hoped to provide a deeper understanding for readers about sharia rahn as one of the sharia financial products that can provide solutions to financial needs and good and halal investments, which still carry out many pawn activities that are not sharia-based.

## RESEARCH METHOD

This article is written using the way the implementation of research is carried out using the library research method (Library Research). Library Research in question is conducting research by collecting data for research topics on the development of rahn thought (rahn) as a source of research obtained from a set of library data of various kinds, namely from previous scientific papers, books, and websites that convey and inform about the history of thought, implementation and development of rahn in the time of the Prophet Muhammad SAW until now, especially about sharia-based rahn thought and data on the development of sharia rahn in Indonesian

## RESULT AND DISCUSSION

The discussion about rahn (rahn) is fascinating because economic activities using the name rahn are very familiar among Indonesian people, especially doing rahn with companies and banks or, most often, between fellow people with various types of goods, moving goods and immovable goods. Economic activities in the form of rahn (rahn) create convenience in funding sources but remain sharia compliant. (Habibah, 2017), But there needs to be further understanding with the aim of not being entangled in usury.

### Rahn's Legal Foundation

The implementation of economic activity, especially sharia pawns, certainly needs to be supported by completeness so that sharia values can continue to be followed. The law basics are the Qur'an, al-hadith or sunnah, kadiyah fiqh rahn, laws and regulations and ijihad fatwa. The verse that instructs anyone who agrees with another person if there is no writer, then it can be used as collateral for the agreement that the goods used as collateral should be handed over to the giver so that the owner of the money can calmly and keep the debtor able to pay. The basis is surah Al Baqarah (2: 283) which reads

﴿وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَهُ...﴾

"If you are on your way, and you do not have a recorder, there should be a security item held,..." (Katsir, 2005).

In the above paragraph, the one in the position of being trusted is concurrently by the apostate himself, while in the company's trust, this party stands alone. However, both contain the same essence, namely the mandate in verse al-Baqarah verse 283 contains the mandate not only apostate but also womb. Both parties in the sharia muamalah must fulfill the trust because both carry promises and both carry their respective rights and obligations. The Sharia view of amanah contains a broad meaning and covers many aspects of understanding. Its scope includes all human feelings who want to carry out everything entrusted to them based on the awareness that they are responsible before Allah SWT. (Tarantang, 2019).

In surah al Baqarah verse 283, it is associated with the traveler. However, it does not mean that pawn transactions are only justified in the course of the Prophet Muhammad (peace be upon him) pawning his shield to a Jew when he was in Medina, where the Prophet lived. Even keeping goods as collateral or pawning them does not have to be done; therefore, if some of you trust others, let the trusted fulfill his mandate debt or whatever he receives. The trust in Pawnshop has mutual trust from those who give to those who are given or entrusted, even the goods given or entrusted.

Hadits or Sunnah

Hadith narrated by Ibn Madjah number 1990 – 2466 (Al Albani, 2007)

عَنْ عَائِشَةَ رَضِيَ اللَّهُ عَنْهَا  
أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ اشْتَرَى مِنْ يَهُودِيٍّ طَعَامًا إِلَى أَجَلٍ وَرَهْنَهُ بِرِجَالِهِ

"From Aisha (r), he said "That the Prophet (peace be upon him) bought food from a Jew for a certain period of time, and he pawned his armor." (HR Ibnu Majah).

The above hadith is narrated also by Bukhori number 2326, Muslim number 3008 and Nasa'i number 4530. The hadith mentioned above can be interpreted as the pawn is allowed based on the Decrees in the Qur'an. It is permissible to reconcile with non-Muslims, and that does not include the inclination of those who are prohibited from consensual to be satisfied with persons whose majority of the property is haram property, as long as it is not known that the object of the muamalah is haram. (Mardani, 2014). The hadith does not contain any evidence for the permissibility of selling weapons to infidels because armor does not include weapons, and pawns also do not include buying and selling. What the Prophet Muhammad mortgaged was armor, which, in the consideration of trustworthy people, would be preserved and guarded so that there was no fear of betrayal. Indeed, helping unbelievers and enemies with weapons is forbidden and a betrayal.

Here is the naming of wheat as a staple food, in contrast to people limiting it to Al hintah. As mentioned in some lines, he bought 20 or 30 sha of wheat. This indicates the permissibility of pawning while in residence, while verse 283 of Al Baqarah gives a general description when there are no writers and witnesses on the way. This is the opinion of many scholars, in contrast to the opinion quoted from Mujahid that pawning is only specific to travel and should not be done when staying in a place of residence, which is based on the understanding of the verse.

## Legal Rules

There are several rules regarding sharia pawns, namely, Law No. 21 of 2008 concerning Sharia Banking. This law explains that the business activities of Islamic banks include channeling financing based on rahn (pawn) contracts. Supreme Court Regulation No. 2 of 2008 concerning the Compilation of Sharia Economic Law. This regulation regulates the general provisions of sharia pawns as well as the details of pawns (Rahn), gold pawns (Rahn Al-Dzahab), and agricultural pawns (Rahn Al-Muzara'ah).

Bank Indonesia Regulation (PBI) No. 19/8/PBI/2017 concerning Sharia Outlets. This regulation regulates the operation of sharia outlets, including sharia rahn activities. Sharia outlets are sharia sub-branch offices and sharia units of conventional commercial banks. Regulation of Members of the Board of Governors (PADG) No. 21/14/PADG/2019 concerning Amendments to PADG No. 20/22/PADG/2018 concerning Sharia Pawns. This regulation regulates the amount of sharia pawn loan money given by sharia banks and sharia business units to one customer. BI Circular Letter No. 22/2/DKBU concerning Products and Activities of Sharia Banks and Sharia Business Units. This circular, among others, stipulates that Islamic banks and UUS can carry out gold rahn and rahn sajili (gold fast pawn) activities.

OJK Regulation Number 31/POJK.05/2014 concerning Sharia Pawn Business Operations. This regulation regulates business activities, business licenses, institutions, and supervision of sharia pawns. OJK Regulation Number 58/POJK.03/2017 concerning implementing Sharia Pawn Business. This regulation further regulates the conduct of sharia pawning business, procedures, and mechanisms. OJK Circular Letter

Number 52/SEOJK.05/2016 concerning Products and Activities of Sharia People's Financing Banks. This circular states that BPRS can carry out fund distribution activities based on rahn contracts.

### Fatwa DSN

Fatwa of the National Sharia Council (DSN) MUI is a decision or legal opinion from the DSN MUI related to religious issues and the social life of Muslim communities in Indonesia (Kasdi, 2018), serves as a guideline and explanatory of Islamic law in addressing contemporary issues that develop in society. This fatwa is not legally binding but serves as a recommendation and reference for Muslims in Indonesia to carry out daily life following Islamic law. There is a Fatwa about rahn issued by DSN MUI, namely about rahn with Fatwa number DSN MUI No. 25 / DSN-MUI / III / 2002 concerning Rahn explaining general provisions related to sharia pawns, then Fatwa number DSN MUI No. 26 / DSN-MUI / III / 2002 concerning Rahn Emas regulating gold pawns in general and the third about rahn sajily with Fatwa number DSN MUI No. 94 / DSN-MUI / IV / 2014.

### Theorem Fiqih.

A tauziqah contract is a contract that serves to strengthen or strengthen trust due to debt receivables between human beings. The contracts included in the tauziqah contract are lien contracts (rahn), transfer of receivables (hiwalah), and dependents or guarantees (kafalah or daman) (Hidayat, 2021).

كُلُّ مَا يَجُوزُ بَيْعُهُ جَازَ رَهْنُهُ

One of the rules in rahn is "Every thing that is legally bought and sold, then it is legal to have mortgaged (Djazuli, 2006).

كُلُّ مَنْ يَصِحُّ تَبَرُّعُهُ وَيَبْعُهُ صَحَّ رَهْنُهُ

Then in rahn is "Every person who is legal to enter into a contract of sale and purchase and tabarru, then it is also valid if he performs a contract of rahn".

This rule is related to the similarity between rahn contracts and mu'awadhah contracts, such as buying and selling and recent contracts, such as grants relating to objects that can be traded and granted. Therefore, anything that is an object in the Contract of sale and purchase and the Contract of grant then becomes the object of collateral in the Rahn Contract. So, what is allowed to be bought and sold can also be pawned. Conversely, anything that is not allowed to be bought and, sold and granted must not be mortgaged. In this rule, there are three exceptions. First, benefits can be sold through rent, but they cannot be mortgaged. The reason is that benefits cannot be handed over. For example, human power to do a deed. Another term is known as selling services. Second, debt can be sold because there is a guarantee that the other party will pay it off, but the debt must not be mortgaged. Third, the collateral may be sold by the grantor or whoever receives the pledge, but he is not allowed to mortgage it again to another person.

### Fiqh 4 Madzhab

References in muamalah are widely taken and follow the opinions of the four imams of the madhhab, especially in Indonesia. The imams are Imam Hanbali, Imam ash-Shafi'i, Imam Maliki and Imam Hanafi. There are some differences of opinion from the four imams that add to the scientific treasures for Muslims compiled from the book *Ijma'u Al Almmati Al Arba'ah wa Ikhtilafihim*, which is translated into the Fiqh Book of Four Madzhab by AL Wazir Yahya bin Muhammad bin Hubairah.

**Table 1: Comparative Table of Thoughts of Madhhab Imams.**

No	Opinions on the subject	Maliki	Hanifah	Hambali	Syafi'i
1	Rahn is done both during stays and trips	v	v	v	v
2	Rahn uses shared property.	v	x	v	v
3	Make use of Rahn's goods.	x	x	x	v
4	The goods belong to the person who pawned.	v	v	v	v
5	If murtahin damages the goods rahn then must replace it	v	v	v	v
6	The cost of rahn is borne by the pawner (rahin).	v	v	v	v

V = Can / agree X= can't

The four imams of the madhhab have different opinions regarding the results of rahn goods, whether they enter rahn or not. Hanifa said that the growth of rahn products included in rahn goods are children, fur, korma, milk, rental costs of immovable property (such as houses) and mounted animals. Men belonged to the rahn and were merged with the original rahn. Imam Maliki said that the results of rahn are not included in rahn except for children and the produce of the korma tree. Imam Ash-Shafi'i said that all those mentioned are not included in the baang. According to imam ahmad, all are included in the goods of rahn. (Hubairah, 2016).

Some comparisons differentiate the implementation of sharia-based rahn from conventional ones even though they both borrow money. In sharia rahn, there is a contract to rent something, and then the renter is obliged to pay rent, whereas conventional rahn pays capital services or interest or a loan amount.

### **Understanding al Rahn**

Rahn comes from the Arabic word al rahn, which means fixed. For example, the word ma' rakid means water that is still and stagnant. It is called fixed because the goods are on the one who gives the loan until the debt is paid. (Idri, 2015). Rahn requires the principle of bail or dependents. According to Sayyid Saqib (Sabiq, 1996) Says that making goods that have the value of property, according to Shara's view as collateral for debt until the person concerned can take the debt or he can take part of the benefits of the goods.

If a person wants to owe money to someone else, he makes his property either immovable or in the form of cattle under his control (lender) until he pays off the debt. Thus referred to as rahn seara syara. The owner of the debt is called Rahin (who delivers the goods), and the debtor who takes the goods binding under his authority is called Murtahin, while the goods that are carried out are called rahn (Sabiq, 1996). There is a definition, according to fukaha experts, that is not the same, namely from religious experts in the Abbasid Period known as the Imams of Madzhab, namely, Hanbali, Shafi'i, Maliki and Hanafi..

According to Imam Ahmad bin Hambali, rahn is a treasure that is used as collateral for debt that can be paid from the price if the debtor cannot pay the debt (Akhtar et al., 2019). According to Imam ash-Shafi'i, the meaning of rahn is to make something or goods as collateral for the debt that can be used as debt payment if the person who owes the debt cannot pay the debt. (Zulfikar, 2021). According to Imam Maliki, rahn is property that is used as collateral for debts that are binding or will become binding (E. et al. et al., 2018). According to Imam Hanafi the meaning of rahn makes something or goods that have value in the view of syara as collateral against debt receivables that may be used as payers of the receivables (Junitama et al., 2022), either in whole or in part.

It can be said that rahn is a form of agreement made cashlessly or in the form of receivable debt by using objects as collateral for the debt. If, within a predetermined maturity time, the debt has not been paid, then the collateral can be sold to pay off the debt. Rahn can also be interpreted as a contract of a person who has a debt to another person and makes his property as collateral for the debt until he pays off his debt in full. The definition of rahn according to the Civil Code is a right obtained by a person who owes or movable property that is handed over to him by someone who owes money or by another person in his name and who embodies the power to the debtor to take repayment of the goods in precedence over others (Anshori, 2011).

### **Rahn Development**

The affairs of rahn or rahn are stated to have existed since the time of the Prophet Muhammad (PBUH) and transformed into an implementation of one of the potential financing in the contemporary era to meet funding for the general public free from usury.

#### *Prophet Muhammad 's Era*

The practice of rahn or rahn has existed since the time of the Prophet Muhammad (PBUH) as a form of help (Wahid et al., 2023), When there is a period of difficulty with holding goods as collateral, Prophet Muhammad forbade the taking of any benefit or profit from rahn goods without the permission of the owner. This is to avoid usury and maintain justice. The maintenance and security of rahn goods is the obligation and responsibility of the rahn recipient, not the rahn giver. The Prophet also forbade the sale of rahn goods before the due date of debt payment by the rahn giver. This is to preserve the rights of the owner of the goods. If the rahn giver cannot pay off the debt until maturity, the rahn item can be sold. Rahn at the time of the Prophet was social and helpful (Muhsin & Masse, 2020), not commercial transactions. No reward is obtained from rahn's services. It is this practice of the Prophet Muhammad that became the standard of the sharia rahn, where the element of help is emphasized more than the commercial aspect.

### *Khulafaur Rasyidin's Era*

During the time of Caliph Umar, rahn was seen as a tabarru' (social contract) contract to help a Muslim brother in need by giving away his property. Umar forbade the taking of any benefit from the goods of rahn. This is to avoid usury and maintain the benefit of the party who delivers the goods. Umar also forbade the beneficiary of rahn to sell rahn goods if the borrower has not been able to pay the debt. This is to protect the party who delivered the goods. If the debt is due and the borrower cannot repay it, according to Umar, rahn goods are sold at market prices, and the proceeds are used to pay off the borrower's debt. The excess proceeds from the sale are returned to the owner of the goods. Umar also stipulated that the cost of maintaining and storing rahn goods be the responsibility of the recipient of rahn, not the giver of rahn. With this rule set by Umar rahn in his time implemented, please help and stay away from the practice of usury. This has been the standard of fair implementation of rahn for Muslims to date. During the Umayyad and Abbasid Period.

During the Umayyad period, the thought of rahn began to shift from the Contract of tabarru to tijarah. There is a view that rahn is not just a help, but also has a commercial aspect. Some clerics allow the taking of benefits (such as taking milk from furrowed livestock) provided that there is permission from the owner of the goods. This is in return for keeping rahn's goods safe. During the Abbasid period, fiqh discourse flourished. Scholars began to debate the permissibility of taking advantage of rahn goods, including the thoughts of Imam Ash-Shafi'i, Imam Hanbali, Imam Hanafi and Imam Malik. Abbasid scholars also argued over the obligation of preservation of rahn goods. According to the Hanafi madhhab, the cost of maintenance is the obligation of the rahn giver (Muhsin & Masse, 2020), According to Imam Malik and Imam ash-Shafi'i, it became the obligation of the recipient of rahn. At this time, the rahn contract was not solely social but also commercial. This was influenced by economic development in the territory of the Islamic Caliphate at that time. In general, rahn experienced a shift from the spirit of helping to business transactions. However, rahn is still carried out based on sharia.

### *Contemporary's Era*

Rahn is professionally managed by Islamic financial institutions such as Islamic dairy and Islamic banking. Rahn is seen purely as a commercial product that provides economic benefits to society and benefits to service providers. In its implementation, rahn syariah still pays attention to aspects of justice and benefit, such as costs that do not burden customers. Scholars agree that the costs and risks of maintaining goods are the responsibility of the recipient of rahn, not the giver of rahn. The majority of scholars allow rahn recipients to withdraw benefits (fees) from rahn goods with the permission of the owner (Khoiriyah et al., 2019). The rahn process must follow the MUI DSN fatwa to be sharia-compliant, such as cost transparency and safety of rahn goods. The latest developments in the use of information technology in sharia rahn services such as online gold rahn. So contemporary thought views rahn as a professionally managed commercial product adhering to sharia principles. Short-term funding is in great demand by the general public for its purpose as a cash flow balancer, sudden fast-paced needs and ease of conducting contracts into a realistic solution in the practical era.

### **Rahn's contract.**

There are several types of contracts in rahn (rahn) that develop in the implementation and expansion of the meaning of rahn that has taken place in the field. Among them, types ; rahn qord al hasan, Mudharabah Contract, Ba'i Muqayyadah Contract, Tijarah Contract and Musharakah Amwal al 'Inan Contract (Ali, 2008).

### *Rahn Qard al-Hasan*

A qard al hasan contract is a contract made by the rahn giving party with the rahn receiving party in the case of a rahn property transaction (Hasan & Luntajo, 2021), with the aim of getting cash intended for consumption. This means, the giver of rahn (customer / rahin) is charged in the form of wages / fees from the recipient of rahn (murtahin). The qard al-hasan contract in question, in principle, should not charge costs other than administrative costs.

### *Rahn Contract Mudharabah*

Mudharabah contract is a contract performed by the party giving rahn (rahin) with the receiving party rahn (murtahin) (Surahman & Adam, 2018). The party giving rahn (rahin) or the person who gives property as

collateral to increase his business capital or productive financing. In the contract in question, the rahn granting party will provide profit sharing based on the profits obtained by the rahn recipient following the agreement until the borrowed capital is repaid.

Suppose the beneficiary can utilize the property handed over. In that case, a new agreement can be made regarding using rahn property based on the contract that can be adjusted to the type of rahn property. However, suppose the owner of the rahn property does not intend to utilize the property. In that case, the beneficiary of the rahn can manage and benefit from the property, and the proceeds are partly given to the party giving the rahn Based on the agreement. Rahn Contract Ba'l Muqayyadah

Ba'l Muqayyadah Contract is a contract performed by the legal owner of the property of the goods rahn with the manager of the goods rahn (Masruroh, 2021), So that the property in question has productive benefits. For example, the purchase of equipment for working capital. To obtain loan funds, customers must submit property as collateral in the form of goods that can be used by rahn recipients, both by rahin and murtahin. In this case, the customer can benefit in the form of a markup on the goods provided by the murtahin, or the recipient can provide the goods needed by the customer with a sale and purchase contract so that the murtahin can take advantage of the margin from the sale of the goods according to the agreement between the two. Rahn Contract Ijarah

Ijarah contract is a contract whose object is the exchange of property benefits at a certain time (Islamiah & Sunandar, 2023), that is, the possession of benefits in return, the same as someone selling the benefits of goods. In this Contract there is the ability to use benefits or services with a compensation in the form of compensation.

In the contract, the recipient of rahn (murtahin) can rent a deposit box to his customers. Entrusted goods can be property that produces benefits or does not produce benefits. The owner who rents is called muhajir, while the customer (tenant) is called mustajir, and something that can be taken advantage of is called primary. In contrast, compensation or remuneration for services is called ajran or ujah.

Implementing the ijarah contract means that the customer (rahin) gives a fee to the murtahin when the contract period ends, and the murtahin returns the guarantee to the rahin. Therefore, to avoid riba in ijarah transactions, the imposition of customer storage service fees must meet the requirements, namely: One, it must be expressed in nominal, not percentage. Two, its nature must be accurate, precise, confident, and limited to things necessary for ijarah transactions to occur. Third, there are no additional costs that are not stated in the contract. Rahn Contract Musyarakah Amwal Al-'inan

Musharakah Amwal Al-'inan contract is a transaction in the form of a union between two or more parties to share profits (profit loss sharing) (Islamiah & Sunandar, 2023), Share contributions, share ownership, and share risk in a business. The musharakah pattern is intended to encourage joint investment between parties who have minimum capital but have sufficient ability to do business with parties who have significant capital but have yet to utilize it optimally. Therefore, Sharia Perahnan, in this case, earns profits from its efforts in raising funds (funding product), namely through the application of musharakah contracts (partnership, project financing participation), which are contracted funds and work that can be managed following the agreement at the time of the contract until the deadline that has been determined or agreed by the parties.

### **Al Marhuun (something mortgaged)**

Al Marhuun is property held by al murtahin parties to obtain fulfillment or payment of their rights (al-Istiifaa) (Islamiah & Sunandar, 2023). There are several conditions of al Marhuun according to Hanfiyah, including must be able to be sold, must be in the form of property, must be mutaqaawwam [have value], must be known, and, its status must belong to rahin, must be mufarragh (not attached to something that is not part of the rahn), must be muhawwaz (not attached to something that does not participate in the rahn) and must be distinguished and certain (Az Zuhaili, 2010). Al Marhuun's explanation categorizes what goods can and should be used as collateral or rahnan goods. With the nature of these calcified objects in the contemporary era, there can be many new tangible and intangible goods.

*Goods must be marketable.*

Al Marhuun must be present when the Contract can be delivered. Based on this, it is invalid to give something that does not exist when the Contract it is invalid to give away something that may exist and may not exist (speculative), like someone giving a fruit that will be produced by his tree this year, or a child that will be born by his goat this year, or giving a bird that flies, an animal that escapes and so on in the form of things

that cannot be used to pay existing debts (al et al.) and are not possible to sell. Most fuqaha agree upon this condition. This requirement is the opinion of the Hanafiyyah scholars, the Shafi'iyah scholars, according to the opinions of the zhahir narrations, exist according to the Malikiyya scholars as researched and established by ad-Dasuqi, and is one version of the opinion of the Hanabilah scholars. Based on this, they do not think it is legal to give fruit before buduwush shalaah (before it looks good before it is old). It is illegal to grant green crops without any conditions al Qath'u (cutting them). Because fruits that have not looked good and crops that are still green should not be sold, we should not give them like other things that should not be sold.

*Goods must be treasures and value*

It is legal to give away something that is not in the form of property, such as carrion, the product of hunting for illegal land or the hunting of someone in a state of ihram. Price is both tangible and intangible wealth. The intention can be used and utilized according to religion if the existing debt can be paid from al-Marhuun. The goods handed over must have a price/value whose value, if estimated, must be above the loan given.

*Goods must be known clearly and definitely and The status of the goods must belong to al Rahin*

As well as the goods sold it is also required to be known clearly and definitely. The goods in question must be genuine, and there is the certainty that the goods are available when contracting. According to Hanafiyyah scholars, this condition is not a legal condition of the ar Rahn contract but a condition of the influential effect of the ar Rahn contract. Based on this, it can be known that the law gives away other people's property.

Therefore, it is lawful for a person to hand over someone else's property without permission based on legitimate authority, such as a father or wash (a person appointed to take care of and manage the property of orphans). Based on this, it is lawful for a father or wash to give away the child's property under his guardianship, whether al-Marhuun bihi is the debt of the child himself or the debt of the guardian or his borrower. Likewise, it is legal to surrender someone else's property with the permission of the owner of the property, just as someone borrows something from another person for him to grace with al marhuun bihi is the debtor of the borrower. If there is no permission from the owner of the property to be surrendered, then the status of the ar Rahn Contract depends on the permission of the owner of the property. If he allows, the ar-Rahn Contract can be continued and become effective, but if not, then the ar-Rahn Contract is null and void. Goods must be mufarragh (not affixed by something that is not handed over)

It means not in a condition that still concerns something that is the right of ar-Raahin. Therefore, it is only legal to give a date palm tree alone, including its fruit. Likewise, it is not legal to give away a piece of land without including the plants. Likewise, it is legal to give away a house without including what is in it, while in the house, there are still things belonging to ar-Raahin. As for giving away, like the items in the house, while the house is still used by ar-Raahin and the items he gave away are not related to the house he still uses, it is legitimate.

*Goods must be muhawwaz (not attached to something that is not mortgaged) and mutamayyiz*

Therefore, it is not legal to give fruit that is on the tree without including the tree. It is not legal to give crops that are on agricultural land without including the land because it is not possible to put control over the fruit that is still on the tree or crops that are still planted on the land without the tree or the land. Under this condition, it is not legal to hand over half the house or a quarter of the vehicle, even if handed over to the shrink (the party who owns the item). At the same time, al Qabdhu cannot be done as long as things become obstacles, as above. When al Marhuun is in the hands of ql-Murtahin, the Contract of ar-Rahn is complete and binding.

Several comparisons distinguish the implementation of sharia-based rahn from conventional even though both borrow money. In sharia, the rahn has a contract to deliver something, then the rahn is obliged to pay rent, while the conventional rahn pays capital services or interest or a certain amount of borrowed money. If the company cannot pay off the loan, the recipient of the rahn sells the collateral, and if there is an excess price, the funds are returned to the milk. For example, if the milker does not bring the excess money based on sharia, the excess money is handed over to the Shadakh Infaq Zakat Institute (ZIS). In contrast, if the rahn is conventional, the excess money is considered to belong to the company. (Mu'in, 2021).



### Rahn's Potential in Contemporary Times

It was during the time of the prophet Muhammad (peace be upon him) and the time of the companions that rahn or rahn used hukm tabarru, and from the time of the ummayah and Abbasids until now, it developed from tabarru to ijarah. The legal basis of rahn from the concept of tabarru' (help) includes The Hadith of the Prophet, which encourages Muslims to help each other in goodness. Rahn is seen as a form of help for those in need by giving away wealth. Rahn aims to help Muslim brothers who are struggling financially, not for profit. Taking advantage of rahn goods is prohibited. The maintenance of rahn goods becomes the obligation of the rahn recipient without charging the rahn giver a fee (Mirandani, 2020).

The legal basis of rahn from the tijarah (commercial) side, Rahn has benefits and economic value for the community when managed professionally (Mirwan et al., 2023). Bring benefits to rahn service providers. It is permissible to take benefits (fees) from rahn goods as long as it is with the owner's consent, in exchange for asset maintenance services that are delivered. The costs and risks of maintaining and storing rahn goods are charged to the rahn giver as compensation for services (Mirwan et al., 2023).

So, these two concepts have different legal bases in the practice of rahn. Both can be done based on pleasure between the recipient of the rahn and the giver.

Table 2 : Development of rahn data from OJK from 2020 to 2023 (in Billion Rupiah).

<b>Rahn Syariah</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Rahn	5.495	6.815	6.560	7.044
Rahn Tasjili	5.069	3.638	2.412	2.969
Gold	436	631	104	198
<b>Sum</b>	<b>11.000</b>	<b>11.084</b>	<b>9.076</b>	<b>10.211</b>

Source: (OJK RI, 2023)

The data obtained shows an increase in the utilization of capital resources with the pattern of rahn or rahn; significantly, general rahn is overgrowing, while rahn tasjili has decreased, as well as gold. Rahn has been practiced by the people of Indonesia for a long time (Iskandar & Addiarrahman, 2018), Then in contemporary times it can be known that Rahn is a complement to life and it does not have concrete data. Various rahns have occurred such as rahn productive land such as rahn rice fields, rahn property certificates, fruiting trees such as rahn duren trees.

Often the rahn method is carried out using goods in the form of motorized vehicles, both two-wheeled and four-wheeled or production goods where the implementation is not in accordance with the pattern of sharia rahn because conventional patterns are considered accustomed to being carried out since generations. There are goods whose ownership is recognized by law, namely the ownership of Intellectual Property Rights (IPR), one of which is Brand Rights whose principles have value and value and can be traded so that according to fiqh rules can be bought and sold, of course, they can be handed over.

It is allowed for goods belonging to entities to be used as al marhuun with the characteristics of the rahn pattern suitable to be carried out with a short period of time, so in the future it does not rule out the possibility of rahn funding to be used for APBN and APBD financing as a balance of budget cash flow within a period of one year. Literacy regarding sharia rahn and its differences with conventional rahn has not fully reached the community. Sensitivity regarding riba and non-riba in the implementation of rahn in the community needs to be further optimized socialization through various ways to avoid fluctuations in attitudes and antipation towards the pattern of sharia rahn.

### CONCLUSION

The law of rahn has changed or transformed the law from the beginning of the tabarru contract, namely the social contract in the time of the Prophet Muhammad (PBUH), and the time of the companions shifted to tijarah, namely the commercial contract. By becoming tijarah, rahn became a promising business activity for rahn givers to obtain profits and job opportunities. The development of rahn occurs when, in this contemporary era, something becomes a valuable commodity with the right of exclusivity of goods before the law, such as Brand Rights. Sharia rahn can be alternative financing free from usury, but implementation in the field requires increasing literacy by the community. The rise of rahn activities outside formal companies carried out in the community, both personal and specific groups, where it is not believed that they do it based on sharia. This is

an excellent potential for sharia rahn companies as a market share that can be worked on while widening Islamic syiar in muamalah.

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