



## BANJARMASIN CITY ULAMA'S OPINION REGARDING ONLINE PAWNING AT SHARIA PAWNSHOPS

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### Abstract

*The sophistication of technology and information systems in the financial sector has created many conveniences for society. One of them is pawning with an online system that is very easy for users to access. Of course, the online pawning process at a sharia pawnshop is different from conventional pawnshops, because the online pawn service system takes the form of a digital service in the form of the "Digital Sharia Pawnshop" application to make it easier for customers to make transactions without having to come to a sharia pawnshop outlet. This raises questions regarding the law regarding online pawning. Based on this description, the author wants to know the legal basis and reasons for each Banjarmasin City ulama's opinion regarding online pawning at Sharia pawnshops. This research uses empirical legal research methods with a sociological approach. The location of this research is the city of Banjarmasin. The findings from this research include, firstly, there are two variations of opinion from five Banjarmasin City ulama, namely: 1. Permissible, in this case there are two criteria, namely; a. allow it as long as it is harmonious and the conditions are met, b. allow it under certain conditions. 2. not allowed. Second, the legal arguments used by the Banjarmasin City ulama are, 1. Permissible with two criteria, a. allows it as long as it is harmonious and the conditions are met using the QS arguments. Al-Baqarah/2:283, b. allows with certain conditions to use the QS argument. Al-Baqarah/2:283,188 and QS. An-Nisa/4:29, 2. It is not permitted on legal grounds to use the hadith evidence narrated by Imam Ahmad, Abu Daud and At-Tirmidhi as validated by At-Tirmidhi regarding contracts in one assembly.*

**Keywords:** Ulama Opinion, Online Pawnshop, Sharia Pawnshop,

### Abstrak

Dalam kecanggihan teknologi dan sistem informasi di bidang finansial teknologi, melahirkan banyak kemudahan bagi masyarakat. salah satunya yaitu gadai dengan sistem online yg begitu mudah di akses penggunaanya. Tentu dalam proses gadai online di pegadaian syariah berbeda dengan gadai konvensional, karena sistem layanan gadai online ini berbentuk layanan digital dalam bentuk aplikasi "Pegadaian Syariah Digital" untuk mempermudah para nasabah dalam bertransaksi tanpa harus datang ke outlet pegadaian syariah. Hal itu menimbulkan pertanyaan terkait bagaimana hukum dalam gadai online tersebut. Berdasarkan uraian tersebut, penulis ingin mengetahui bagaimana dasar hukum beserta alasannya dari masing-masing Pendapat ulama Kota Banjarmasin Terhadap Gadai Online di Pegadaian Syariah. Penelitian ini menggunakan metode penelitian hukum empiris dengan pendekatan sosiologis. Lokasi penelitian ini adalah kota Banjarmasin. Adapun hasil temuan dari penelitian ini antara lain, pertama terdapat dua variasi pendapat dari lima ulama Kota Banjarmasin yaitu: 1.

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Memperbolehkan, dalam hal ini terdapat dua kriteria yaitu; a. memperbolehkan asalkan rukun dan syarat terpenuhi, b. memberbolehkan dengan syarat tertentu. 2. tidak memperbolehkan. Kedua, dalil hukum yang digunakan oleh ulama Kota Banjarmasin yaitu, 1. Memperbolehkan dengan dua kriteria, a. memperbolehkan asalkan rukun dan syaratnya terpenuhi menggunakan dalil QS. Al-Baqarah/2:283, b. memperbolehkan dengan syarat tertentu menggunakan dalil QS. Al-Baqarah/2:283,188 dan QS. An-Nisa/4:29, 2. Tidak memperbolehkan dengan dasar hukumnya menggunakan dalil hadits riwayat Imam Ahmad, Abu Daud dan At-Tirmidzi dishahihkan oleh At-Tirmidzi tentang akad dalam satu majelis.

**Kata Kunci:** Pendapat Ulama, Gadai Online, Pegadaian Syariah

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## INTRODUCTION

Pawning is a behavioral practice carried out by fellow humans as a pattern of relationships between humans, as well as a way for humans to fulfill their life needs. <sup>1</sup>The main concept of sharia pawning is lending and borrowing in accordance with Islamic sharia between a party who lacks funds and one who has excess funds by pledging the goods he owns as collateral to strengthen trust in the party lending the funds. <sup>2</sup>Sharia pawnshops play an important role in providing funds, especially for those who have difficulty getting funds from formal financial institutions. <sup>3</sup>The difference between sharia pawning and conventional pawning lies in the system. The sharia pawn system does not apply an interest system. Sharia pawnshops do not take advantage of the loan interest system. Sharia pawnshops only make a profit from the cost of collateral. Meanwhile, the conventional mortgage system applies an interest system, where loan interest is determined based on the loan amount, the larger the loan, the greater the interest charged. <sup>4</sup>Pawnshops have documented that pawned items must be valuable.<sup>5</sup>

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<sup>1</sup> Dewi Noviarni, "Gadai Dalam Hukum Islam Di Indonesia," *'Aainul Haq: Jurnal Hukum Keluarga Islam* 1, no. II (27 Desember 2021). hlm.

<sup>2</sup>Turmudi, "Operasional Gadai Dalam Hukum Ekonomi Islam." Dalam Eddy Ruchyat, *Pelaksanaan Landreform dan Jual Gadai Tanah Berdasarkan UU No. 56 (Prp) Tahun 1960* (Bndung: Armico, 1983), hlm. 66.

<sup>3</sup> Selamat Binti Maamor and Abdul Ghafar Ismail, "The Ar-Rahnu Efficiency and Its Determinants," *International Journal Of Islamic Economics, Banking And Finance, Volume 6*

<sup>4</sup> Adanan Murroh Nasution, "Gadai Dalam Perspektif Hukum Ekonomi Islam" 5, no. 2 (2019): hlm. 144.

<sup>5</sup> Mohamad Abdul Hamid, Ishak Abdul Rahman, and Ahmad Nafis Abdul Halim, "Factors Affecting The Acceptance On Ar-Rahnu (Islamic Based Pawn Broken): A Case Study Of Islamic Bank

In the sophistication of technology and information systems in the field of *financial technology*, the development of sharia pawnshops with *online systems* has emerged as a form of pawning in cyberspace. This makes it very easy for the public, they don't have to come directly to the pawn shop, but simply access it on the internet via electronic media, especially when the Covid-19 pandemic accelerated the adoption of conventional pawning to *online pawning* due to social restrictions and existing health protocols. limiting physical interactions so that services such as pawnshop digital services (PDS) in Indonesia become increasingly relevant. This not only helps people gain access to financial services during times of crisis, but also introduces the convenience and flexibility of digital services that can continue to be used in the future

The sharia pawning process in *online pawning* is different from pawning in general, because this online pawn service system takes the form of digital services in the form of the web and mobile-based "Digital Syariah Pawnshop" application launched by PT. Sharia pawnshops in order to make it easier for customers to make transactions with pawnshops without having to come to a sharia pawnshop outlet. <sup>6</sup>This difference in service systems raises concerns from the pawn company. *Online pawning* still raises questions regarding the delivery of goods, what if the goods sent are not the goods that have been appraised by the online appraiser.<sup>7</sup>

Based on initial observations that the author made with several ulama in Banjarmasin City regarding whether online pawning is permitted or not, according to Ustadz HM Syarif Fahriadi as chairman of the Banjarmasin City MUI, he stated that pawning done *online* is permissible and legal if it is harmonious and the legal conditions are met and appropriate. with sharia principles .<sup>8</sup> However, in this case there are differences of opinion with other

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In Malaysia," *International Journal The Macrotheme Review A Multidisciplinary Of Global Macro Trends*, 2014, p. 24.

<sup>6</sup> Yoyon Supriadi, "Penerapan Sistem Aplikasi Pegadaian Digital Service Dalam Memudahkan Nasabah Bertransaksi Pada PT. Pegadaian (Persero) UPC Pagelaran," *Jurnal Informatika Kesatuan* 2, no. 1 (2022): hlm. 29.

<sup>7</sup> Annisa Hanifah, Budi Santoso Santoso, dan Ismail Navianto, "Urgensi Pengaturan Perusahaan Gadai Swasta dengan Sistem Online," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah* 3, no. 1 (25 Juli 2018): hlm. 32.

<sup>8</sup> H. M. Syarif Fahriadi, *Wawancara Pribadi*, Banjarmasin, 19 Mei 2023.

ulama, such as according to Ustadz H. Asfiani Norhasani, Lc as a member of the South Kalimantan MUI fatwa commission, stated that it is best to abandon *online pawning*, because transactions can occur not in an assembly and will give rise to doubts. for pawned goods. This is because there is a fear that the item to be pawned is not clear and may look good on the outside but is damaged on the inside. And one of the conditions for pawning is that the item being pawned is clear.<sup>9</sup>

Based on these differences of opinion, the author feels it is necessary to conduct further research into the opinions of ulama regarding whether *online pawning* is permitted or not and to find out whether *online pawning* is in accordance with the legal conditions for pawning or not.

## METHOD

The type of research used by the author is empirical legal research. Empirical legal research or what other terms usually call sociological legal research or field research is research in which data is obtained directly from the community as the first source which is carried out through observation, interviews or distributing questionnaires. <sup>10</sup>Meanwhile, the approach used in this research is a sociological approach, namely an approach that analyzes how reactions and interactions occur when the norm system works in society. <sup>11</sup>According to Soerjono Soekanto Sociology of Law (*law, sociology of*) Is a branch of science that studies law in a social context, a branch of science that analytically and empirically studies the reciprocal influence between law and other social phenomena.<sup>12</sup>

The data used in this research is Primary Data, namely data obtained related to the opinions of Banjarmasin city ulama along with the legal basis and reasons underlying the opinions of Banjarmasin city ulama regarding *online pawning* at sharia pawnshops. Secondary data can include the identities of informants and also data obtained through books and other literature. The data

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<sup>9</sup> H. Asfiani Norhasani, Lc, *Wawancara Pribadi*, Banjarmasin, 24 Maret 2023.

<sup>10</sup> Jonaedi Efendi, Johnny Ibrahim, *Metode Penelitian Hukum: Normatif dan Empiris* (Prenada Media, 2018), hlm.149.

<sup>11</sup> Salim HS; Erlies Septiana Nurbani, *Penerapan teori hukum pada penelitian tesis dan disertasi / Salim HS* (Rajawali Pers, 2017), hlm. 20.

<sup>12</sup> Sabian Utsman, *Dasar-Dasar Sosiologi Hukum : Makna Dialog antara Hukum & Masyarakat* (Pustakan Pelajar, 2010), hlm. 117.

source in this research was obtained from informants, namely scholars who can provide information related to their opinions regarding *online pawning* at sharia pawnshops. and other reading sources. Data collection techniques are through observation, interviews and documentation. Before conducting research, the author made initial observations and then interviews. This data collection technique was carried out directly by the author in the form of questions and answers or interviews with sources who acted as informants to obtain the data needed for the research. And documentation is a data collection technique by collecting and analyzing documents which can be in the form of writing, images or in electronic form.

## RESULTS AND DISCUSSIONS

### 1. Rahn's meaning

In Arabic terms, pawning is also termed *rahn* . Etymologically *rahn* means fixed. Terminologically, *rahn* means using property as collateral for a debt so that the debt is paid off (returned) and will be auctioned off and then the price will be paid if you cannot return it.<sup>13</sup>

The legal basis is, the Koran surah Al-Baqarah/2:283, Hadith narrated by Bukhori and Muslim and Ijma.

"If you are on a journey and you don't have a registrar, you should keep collateral. However, if some of you trust others, let those who are trusted fulfill their mandate (debt) and let them fear Allah, their Lord. Do not hide your testimony because whoever hides it, his heart is truly sinful. Allah knows best what you do." (QS al-Baqarah/2:283)<sup>14</sup>

"Musaddad has told us 'Abdul Wahid has told us Al A'masy said: we told before Ibrahim about the problem of pawning and delayed payments in buying and selling. So Ibrahim said: he has told us Al Aswad from Aisyah "Radliallahu anha, that the Prophet sallallaahu 'alaihi wasallam once bought food from the Jews with a deferred payment until a specified time, for which he pawned (secured) his armor" (HR Bukhori and Muslim)<sup>15</sup>

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<sup>13</sup> Mardani, *Fikih Ekonomi Syariah (Fikih Muamalah)* (Jakarta: Kencana, 2004), hlm. 287.

<sup>14</sup> Kementerian Agama, *Al-Qur'an dan Terjemahnya Edisi 2019* (Jakarta: Lajnah Pentashihan Mushaf Al-Qur'an), 2019, hlm. 64.

<sup>15</sup> Ma'ruf Abdul Jalil and Ahmad Junaidi, trans., *Ringkasan Shahih Muslim* (Jakarta: Pustaka as-Sunnah, 2010), Hlm. 625.

As for *ijma'*, the Muslims have agreed on the permissibility of the *rahn* contract. Some scholars define *rahn* as a *tabarru contract*, namely voluntary help. The wisdom of enshrining *rahn* is to guarantee and confirm debts, *rahn* also provides benefits to the *murtahin party* by giving him special privileges and priority compared to other debt parties who are not accompanied by goods as collateral.<sup>16</sup>

Meanwhile, according to DSN MUI fatwa no. 25/DSN-MUI/III/2002 concerning *rahn* stipulates that loans by pawning goods as collateral for debt in the form of *rahn* are permitted.<sup>17</sup>

According to Jumhur Ulama, the terms and conditions of pawning consist of:

- 1) *Rahin* and *murtahin*. *Rahin* is the person who hands over or pawns the goods, while *murtahin* is the person who receives the pawned goods. The parties entering into a *rahn agreement*, namely *rahin* and *murtahin*, must have the ability, namely common sense.<sup>18</sup>
- 2) *Marhun* is an item to be pawned that can be traded, is useful, clear, belongs to *the rahin*, can be handed over, is not united with other assets, is controlled by *the rahin* and is property that cannot be transferred.
- 3) *Marhun bih* is a debt, the conditions for *marhun bih* are, the debt must be handed over, allowing it to be paid. The right to *marhun bih* must be clear, you cannot give two *marhun bih* without explaining the debt that becomes *rahn*.<sup>19</sup>
- 4) *Shigat* is a greeting of consent. Based on the opinion of fiqh scholars, in the *ijab qabul* there are several conditions that must be met, including:
  - a. There is clarity of intention between both parties, for example: I hand over this object to you as a gift or gift
  - b. There is a match between consent and *qabul*
  - c. The existence of a contract ceremony and an agreement between both parties does not indicate rejection or cancellation by both parties.

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<sup>16</sup> Wahbah Az-Zuhaili, *Terjemah Fiqih Islam Wa Adillatuhu*, 2021, hlm. 110.

<sup>17</sup> "Fatwa DSN MUI Tentang Rahn," Tafsir AlQuran Online, diakses 12 Mei 2024.

<sup>18</sup> Ismail Nawawi, *Fikih Muamalah Klasik dan Kontemporer Hukum Perjanjian, Ekonomi, Bisnis dan Sosial* (Bogor: Ghalia Indonesia, 2017), hlm. 199.

<sup>19</sup> Andri Soemitra, *Hukum Ekonomi Syariah dan Fikih Muamalah Di Lembaga Keuangan dan Bisnis Kontemporer* (Jakarta: Prenada Media, 2019), hlm. 141.

- d. Describes the sincerity of the desires of the parties concerned, not forced, and not because they are scared or threatened by other people because in *ijarah* (buying and selling) you have to let each other go.<sup>20</sup>

In Islamic law, there are several things that can change the pawn law which was previously permissible and which is not permissible. There are several things that make a pawn contract prohibited in Islam, namely:<sup>21</sup>

- a. Pawn contracts that violate sharia requirements, such as using illicit goods as collateral, stipulating interest or usury in the pawn agreement, or violating the principles of fairness in transactions.
- b. Pawn contracts that are not carried out with full agreement or contracts that are carried out by force, fraud or other manipulation that result in injustice.
- c. Pawn contracts that cause excessive harm to one party, for example by setting unfair terms or providing collateral that is much higher than the value of the loan.

In general, *rahn* (pawning) law is divided into two parts, namely valid and invalid. A pawn is valid if it meets the requirements as stated in the pledge, while a pawn is invalid if it does not meet the conditions that have been determined. According to Hanafiyah scholars, invalid pledges can be divided into two types, namely: First, pledges that are void (invalid) because they do not fulfill the requirements at the heart of the agreement, for example if one of the parties entering into the agreement does not have the necessary legal qualifications or capacity. Second, which is invalid (*fasid*) because the conditions in the nature of the agreement are not fulfilled, such as if the collateral used is related to another person who does not have a relationship in accordance with the specified <sup>22</sup>*rahn* conditions .

## 2. Pawn Online at Sharia Pawnshops

*Online* pawning is a pawn process that is carried out online via a digital platform. Pawning with this online system is called Pegadaian Digital Service (hereinafter referred to as PDS) which aims to enable people to easily and quickly carry out any transaction.<sup>23</sup>

Online pawning is a clear example of how current technology can be

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<sup>20</sup> Akhmad Farroh Hasan, *Fiqh muammalah dari klasik hingga kontemporer: teori dan praktek* (Malang: UIN-Maliki Press, 2018), hlm. 25.

<sup>21</sup> Hasan, hlm.128.

<sup>22</sup> Abu Azam Al Hadi, *Fikih Muamalah Kontemporer* (Depok: Rajawali Pers, 2017), hlm. 170.

<sup>23</sup> Putu Dinanda Prajna Putri dan I Made Sarjana, "Pengaturan Lembaga Gadai Online dalam Dimensi 4.0 di Indonesia," *Jurnal Magister Hukum Udayana (Udayana Master Law Journal)* 9, no. 1 (31 Mei 2020): hlm. 173.

utilized to provide convenience and efficiency in transactions. By using a gadget, people can access pawn services without having to come directly to a physical location, which of course makes things easier and saves time for many people.

<sup>24</sup>In *online pawning* , someone can pawn their items such as jewelry, electronics, securities or vehicles by uploading information and photos of the items to a digital platform and carrying out the appraisal and transaction process online .<sup>25</sup>

The following are the steps for carrying out a pawn/ *rahn transaction* at a sharia pawnshop:

- a. Users are required to fill in complete personal data in the Pegadaian Syariah *Digital Service application* and upload their personal identity (KTP);
  - 1) Users are required to provide information on collateral for loans by filling in data and uploading collateral via the Pegadaian Syariah *Digital Service application*.
  - 2) The estimated value of money that will be given is based on user input data as an indication of the estimated value and loan that is not binding on the pawnshop.
  - 3) Users can choose a sharia pawnshop service office and determine the date and time of arrival.
  - 4) By doing so, the user declares that the information provided to PT. Pegadaian (Persero) is correct.
- b. Goods that can be accepted as collateral ( *marhun* ) are valuables such as gold, laptops, cellphones, vehicles and electronic goods.
- c. Users are expected to come to the sharia pawnshop service office according to the date and time specified through the Pegadaian Syariah *Digital Service application* and confirm the collateral that will be guaranteed.
- d. The pawnshop appraiser determines the estimated value of the collateral (*marhun*) in accordance with the provisions in force at the pawnshop. Determining the estimated value is carried out by paying attention to the condition of the collateral during the appraisal process at the sharia pawnshop outlet.
- e. The Pegadaian appraiser determines the value of the loan money ( *marhunbih* ) based on the estimated value of the collateral ( *marhun* ) in accordance with

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<sup>24</sup> Helwati, "Praktik Gadai *Online* (Studi Kasus PT. Pegadaian (PERSERO) UPS Murjani Banjarbaru)," 2022, hlm. 45.

<sup>25</sup> "Pegadaian Digital," diakses 6 Mei 2024, <https://sahabat.pegadaian.co.id/pegadaian-digital/>.



the policies set by PT. Pegadaian (Persero). This valuation process involves considering various factors, including the condition and market value of the collateral.

- f. The Pegadaian appraiser has the right to refuse a loan application if the user does not meet legal requirements or does not fulfill the terms of the contract according to sharia principles. In addition, if the collateral submitted does not meet the criteria applicable to Pegadaian, the loan application may also be rejected.
- g. The contract used by *online pawning practices* is the *rahn contract*.

### **Research result**

The results of this research, after conducting interviews with 5 Banjarmasin City ulama, namely, HM Syarif Fahriadi, Dr. Ahmad S. Ag. M.fill, Dr, Faturrahman Ghozali, Lc. M. H, H. Asfiani Norhasani, Lc. And H. Abdussamad Sulaiman, Lc. These five scholars produced two variations of opinion, namely:

- a. Scholars who allow it

There are two criteria for allowing scholars, namely:

- 1) Allowed as long as they are harmonious and the conditions are met

This opinion was expressed by the ulama HM Syarif Fahriadi and H. Abdussamad Sulaiman, Lc. He is of the opinion that in classical jurisprudence books pawning (*rahn*) is legal and may be done as long as it is harmonious and the conditions are met. This is considered as part of technological developments that provide flexibility in *online transactions* and can be accommodated in Islam as a form of convenience for society, which is a relevant point of view. This illustrates the understanding that Sharia principles can be applied in a modern context, as long as they adhere to the boundaries set by religion, because when this pawning transaction meets the pillars and conditions, it is permissible to carry out pawning online. This happens because of new developments brought about by science.

If you look closely, these two informants base their opinions on the basis of pawn law, namely Qs. Al-Baqarah/2:283.

"If you are on a journey and you don't have a registrar, you should keep collateral. However, if some of you trust others, let those who are trusted fulfill their mandate (debt) and let them fear Allah, their Lord. Do not hide your testimony because whoever hides it, his heart is truly sinful. Allah knows best what you do."<sup>26</sup>

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<sup>26</sup> "Kementerian Agama, *Al-Qur'an dan Terjemahnya Edisi 2019*, Lajnah Pentashihan Mushaf, Jakarta, 2019, hlm. 64.

H. Abdussamad Sulaiman, Lc. also added that in this transaction both parties like each other or both agree and are happy with the goods being pawned. As argued in QS. An-Nisa/4:29 which reads:

"O you who believe, do not devour each other's wealth in a false way, except by means of commerce that is carried out with mutual consent between you. And do not kill yourself; Verily Allah is Most Merciful to you."<sup>27</sup>

## 2) Allowed with certain conditions

The opinion of Banjarmasin City scholars who allow it with certain conditions was expressed by Dr. Ahmad, S.ag, M.fill and Dr. Faturrahman Ghozali, Lc. MH According to these two informants, basically the pawn law is permissible and legal based on the proposition of QS Al-Baqarah/2:283 and the hadith of Bukhori and mulim history, however in the practice of *online pawning* it can lead to inconsistencies or unclear specifications of goods written by the pawnbroker in the application the.

In the context of online pawn transactions, if there is a discrepancy in the specifications of goods written by the customer in the digital sharia pawnshop application, and this is caused by fraud or lies by the pawnbroker, the transaction can be considered to violate sharia principles, especially in the context of avoiding gharar (obscurity or uncertainty) in transactions.<sup>28</sup>As argued in QS. Al-Baqarah/2 : 188 which reads:

"And do not let some of you consume the property of others among you in a false way and (do not) bring (the affairs of) that property to the judge, so that you may consume part of the property of others by (doing) sin, even though you know"<sup>29</sup>

Therefore, in online pawn transactions, if there are discrepancies or ambiguities caused by fraud or lies by the pawnbroker, then the transaction can be considered to violate sharia principles. However, if a mistake is made by the pawnshop at the initial appraisal, this does not interfere with the validity of the

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<sup>27</sup> *Al-Qur'an dan Terjemahnya Edisi 2019*, hlm. 112.

<sup>28</sup> *Kementerian Agama Al Qur'an Dan Terjemahnya Edisi 2019*, hlm. 38, diakses 12 Mei 2024, <http://archive.org/details/kementerian-agama-al-quran-dan-terjemahnya-edisi-2019>.

<sup>29</sup> M. Ali Hasan, *Berbagai Macam Transaksi dalam Islam* (Jakarta: PT. Raja Grafindo Persada, 2003), hlm. 147.

contract and the law is considered valid.

QS. An-Nisa/4:29 which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَهُمْ بِالْبُطْءِ وَلَا تَأْكُلُوا أَمْوَالَكُمْ الَّتِي حَرَّمَ اللَّهُ إِنَّ اللَّهَ كَانَ عَلِيمًا

"O you who believe, do not devour each other's wealth in a false way, except by means of commerce that is carried out with mutual consent between you. And do not kill yourself; Verily Allah is Most Merciful to you."<sup>30</sup>

b. Scholars who don't allow it

The ulama who does not allow it is H. Asfiani Norhasani, Lc. He is of the opinion that in general the practice of pawning (*rahn*) is permissible and legal, but when it is done online, this is considered invalid because it does not occur in an assembly (place) where the two parties do not meet in person. If it does not occur in one assembly then one of the conditions of the *ijab qabul* is not fulfilled. There are several conditions in the *ijab qabul* that must be fulfilled, including: there is clarity of the intentions of both parties, there is a compatibility between the *ijab* and the *qabul*, there is one contract assembly and it shows the sincerity of the wishes of the parties concerned, it is not forced, and it is not done because of fear or threatened by other people.<sup>31</sup> The evidence is a hadith narrated by Imam Ahmad, Abu Dawud, and at-Tirmidhi from the Companion Abu Hurairah *radhiyallahu 'anhu* :

قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: "لِي الْمَجْلِسِ وَالْمَجْعِ pet ذُوا النَّاسِ بَيْنَهُمْ" رَوَاهُ أَحْمَدُ وَأَبُو دَاوُدَ وَإِتْر

"The Messenger of Allah ﷺ said: "When people have reached an agreement (contract) regarding a matter, then let them return to the assembly (where the contract was first made), and the assembly is the one between the two, then let them return to the assembly. When they have returned to the assembly, then they can resolve the problems between them." (HR. Ahmad, Abu Dawud, at-Tirmidhi, authenticated by at-Tirmidhi)

## Conclusion

Of the five opinions of these scholars, 2 variations of opinion were produced, namely: The opinion of the Banjarmasin City Ulama is that it is permissible, with two criteria, namely: permissible as long as the conditions and pillars of pawning are met

<sup>30</sup> Kementerian Agama Al Qur'an Dan Terjemahnya Edisi 2019, hlm. 112.

<sup>31</sup> Hasan, *Fiqh muammalah dari klasik hingga kontemporer*, hlm. 25.

and permissible with certain conditions. The majority of ulama opinions in Banjarmasin allow the practice of *online pawning* with certain conditions that are in accordance with sharia principles. This shows that in their view, as long as the *online pawn transaction* meets the pillars and conditions stipulated in sharia law and does not violate sharia principles, then the pawn practice is considered legal and permitted to be carried out. The opinion of the Banjarmasin City ulama is that it is not allowed because they are not in the same assembly. With regard to the absence of a contract assembly in *online pawning* , it can be said that one of the conditions in the *ijab qabul* has not been fulfilled, causing the *online pawn* to be invalid. The presence of an assembly is considered important, this aims to ensure transparency, legitimacy and fairness in pawn transactions. This is in accordance with Islamic principles which emphasize the importance of clarity, validity and fairness in every transaction as well as preventing future disputes and strengthening the seriousness and agreement between the parties involved in the transaction. The legal basis used by the Banjarmasin City ulama for their opinion is: 1) allowing it with two criteria, namely: there are two criteria, namely; a. Allowed as long as the conditions and pillars of pawning are met using QS arguments. Al-Baqarah/2:283, QS. An-Nisa/4:29. b. allows it under certain conditions based on the QS argument. Al-Baqarah/2 :283, 188, QS. An-Nisa/4 : 29 and hadith narrated by Bukhori and Muslim. 2) does not allow using the HR argument. Ahmad, Abu Dawud, at-Tirmidhi, authenticated by at-Tirmidhi

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