

Examining Prepaid Rent at Arisan Gadai in Review of Positive Law and Islamic Law (Case Study of PT Pegadaian Syariah Tbk)

Nurinawati Kurnianingsih¹, Achmad Siddiq², Muta Ali Arauf³, Syufa'at⁴
Pascasarjana. Hukum Ekonomi Syariah. Universitas Islam Negeri
Prof.K.H.Saifuddin Zuhri Purwokerto

Email:

nurinakurnianingsih@gmail.com

siedqachmad@uinsaizu.ac.id

mutaali@uinsaizu.ac.id

syufaat@uinsaizu.ac.id

Abstract

The mechanism for the practice of gold pawn arisan at sharia pawnshops is increasingly rapid and in great demand, however this is the subject of a new problem in the concept of the application of prepaid rent which is set for the gold pawn arisan products offered. This research aims to understand how Islamic law views the status of down payments in pawn gatherings at the Purwokerto Syariah Pegadaian. The results of this research explain the issues of Sharia economic law on gold pawn products. The problem occurs with the provision of money being paid in advance. Basically, social gathering is a social system that leads to friendship within neighbors and between families. In Islamic Law, debt and receivables are a form of muamalah which is characterized by ta'awun (help) to other parties to meet their needs. Therefore, in this context, someone who provides debt must not take advantage of the goods owed. Debtors may not accept gifts or other benefits from debt borrowers. The money is paid in advance on the guarantee of a gold pawn gathering, which if you intend to help, you should be sincere and not impose additional burdens on returns, but there are business practices. This creates a bad image for Sharia banking if the down payment provisions become a negative thing in Sharia economic law.

Keywords: Money Paid in Advance, Arisan Pawn, Sharia Economic Law

A. INTRODUCTION

Islam is a divine religion that regulates all aspects of life comprehensively, and is universal in nature and always in accordance with the dynamics of life. As a "way of life" Islam views a close and integral relationship between faith and social life, politics, law, education and economics. Islam is not a secular religion that separates religion and social phenomena. In the field of law, Islam is a binding regulation for all people who are Muslim without subjecting them to it.

In the context of the state, Islamic law is all regulations based on the Al-Qur'an and Sunnah of Rasulullah SAW, regarding the actions of the mukallaf people which are believed and recognized as valid and binding on all Muslims with approval from the State, or have become national law, for example Fiqh law. Islam in sharia banking has been included in Law no. 21 of 2008 concerning Sharia Banking. In the

economic field, Islam provides perfect, straightforward guidance and firm, both theoretically and implementative. Islam demands every Muslims to manifest their teachings in all aspects of life. A Muslim's faith is not perfect when he performs every prayer day, but in their daily lives carry out transactions that deviate from Islamic teachings. As a universal religion of course very concerned about economic development issues. According to Islam, economic development is multidimensional which includes quantitative and qualitative aspects.

In the economic field, Islam provides perfect, straightforward guidance and firm, both theoretically and implementative. Islam demands every Muslims to manifest their teachings in all aspects of life. A Muslim's faith is not perfect if he carries out worship every day, but in his daily life he does it transactions that deviate from the teachings Islam. Nevertheless, progress Sharia banking has not been matched by advances in the legal field There is no law specifically elaborating on the specifics of Sharia Banking. It was only 28 years later since the founding of Sharia Bank The DPR together with the Government formed

UU no. 21 of 2008 concerning Sharia Banking. It can be said that the Ratification of the Sharia Banking Law by DPR on 17 June 2008 and the promulgation by President Susilo Bambang Yudhoyono on 16 July 2008 was very late. Because, even during the colonial era, the Dutch colonial government already accommodated some of the aspirations of the Muslim community in the field of sharia economics, which was reflected in the usury ordinance. 1938 Concerning Usury which gives judges the authority to Cancel an agreement that burdens one of the parties (article 2 paragraph 14).

Understanding the Implementation of Islamic Law in Sharia Banking in Indonesia has a high value of urgency, both in the form of principles, laws and application models, so that Sharia Banking is able to catch up with conventional banks in the country and/or banks Islam in the world. The law that manifests between others in statutory regulations basically according to Roscoe Pound is a tool of social engineering (law as a tool of social engineering). In preparing legal products, it should be based on a certain paradigm that is in accordance with the national personality (*volkgeist*), and is permanent paying attention to empirical reality occurs in the midst of society.

Departing from some of the foundations and background above The author found a problem in the practice of pawning on public Sometimes the contract carried out is in accordance with the law *syara'*, but in the implementation of the contract and system implemented itself cannot be followed up and is still the law must be questioned

In Indonesia, there is one activity that has become quite commonplace from the past until now, namely social gathering. Once entrenched, this activity of collecting money to then be raffled off can be found at all levels of society. Young and old, rich and middle class, everyone has attended social gatherings. Apart from money, recently Indonesian people have also held social gatherings in the form of goods, basic necessities and even gold. Yes, of all the types of social gathering available,

gold social gathering is considered more profitable, because the price of gold tends to be stable and even continues to rise.

Along with economic development and increasingly complex activities economy in society. The growth and development of financial institutions to grow so fast. Not only seen in bank financial institutions, but also non-bank financial institutions. One of them is a pawnshop. Pawnshop began to aggressively offer gold gathering products to the public through programs "Precious Metals Arisan". The investment is carried out using a social gathering mechanism, in an effort to encourage people to own precious metals in more ways easy. In the practice of gold gathering, it will end with ownership of something the object is gold. Ownership is obtained through a contract, namely buying and selling. Contract

This is intended so that the transaction complies with sharia and avoids usury, gharar, and maisir. There are differences of opinion among scholars regarding the law of selling buy gold in installments. Based on this background, the author is interested to research the practices and contract models for gold gathering products at pawnshops sharia.

B. RESEARCH METHODOLOGY

The research focus provides limitations in the study of data collection, so this research will focus in depth understand the problems that are the objectives of the research. Through this research focus, information in the field can be obtained sorted according to the context of the problem, so that it is formulated These problems are interrelated. Arisan Gadai Product Competition in Review of Positive Law and Islamic Law (Case Study of PT Pegadaian Syariah)

This research will use qualitative methods with inductive approach. The reason is because the qualitative method uses an inductive approach is more relevant in processing the data. Meanwhile, to create a good research picture, So systematic steps are needed. This research is field research. This is research that collects data taken from above the field (Mardalis,2004) The nature of this research is descriptive comparative analysis, namely a type of descriptive research that wants to find the answer is fundamentally about cause and effect, with Analyze the factors causing the occurrence or the emergence of a certain phenomenon

C. RESULT AND DISCUSSIONS

Investment is utilizing resources (money or goods) for obtain profits or additional benefits from it (Wiku Suryomurti, 2011:2). Investment is an important thing in our lives. As one form of financial planning for the future, whether for education, health, and so on. Investing is a very activity recommended because it can encourage economic growth which is characterized by increasing buying and selling transactions, savings and loans, renting, pawning, other economic activities. Islam is a universal and comprehensive religion, not only regulates human relations with God ('ibādah) only, but also regulates how are human relations (mu'amalah). Physically human is a limited creature and cannot fulfill everything his own living needs. Therefore he needs help other humans in various kinds of

muamalah transactions to fulfil these needs (Muhammad Rifqi Hidayat & Komarudin, 2017, p. 32).

Hoarding wealth is known in Arabic as kanzul amwl, literally etymology means to collect or hoard wealth (al-jam'u). Of course, this meaning too global to understand the prohibition on hoarding wealth in the Qur'an Surah At taubah :34

يَا أَيُّهَا الَّذِينَ ءَامَنُوا إِنَّ كَثِيرًا مِّنَ الْأَحْبَارِ وَالرُّهْبَانِ لَيَأْكُلُونَ أَمْوَالَ النَّاسِ بِالْبُطْلِ وَيَصُدُّونَ
عَنْ سَبِيلِ
اللَّهِ ۖ وَالَّذِينَ يَكْنِزُونَ الذَّهَبَ وَالْفِضَّةَ وَلَا يَنْفِقُونَهَا فِي سَبِيلِ اللَّهِ فَبَشِّرْهُمْ بِعَذَابٍ أَلِيمٍ

Meaning: O you who believe, indeed most of the Jewish pious people and Christian monks actually consume people's wealth through falsehood and they hinder (people) from the path of Allah. And those who store gold and silver and do not spend it in the way of Allah, then tell them, (that they will have) a painful punishment. There are many reasons why we need to invest, because investing is part of financial planning. Investment is one business to earn a living in order to improve financially in the future.

We need to prepare ourselves as best as possible for the future because of us never know what will happen next. The desire to obtain goods or services is often faced with

the ability to earn, especially at a time of increasing economic competition strict. Various types of transactions and/or engagements are carried out, including:

makes it easier or seems difficult for the parties who will make the transaction. The effects of these engagements are not only in the economic area but also on legal consequences for each party. Regardless of type and function existing economic transactions, the agreement is still a rule law that connects one party to another party. Something arises from agreements such as buying and selling, renting, work agreements and so on, and there are also those arising from statutory provisions, namely bonds for compensate for losses due to actions that harm other people. Everyday agreements cannot be separated from an engagement. Buying goods creates an engagement with the seller, in turn, selling goods that also create an engagement with the buyer. If purchasing carried out with a debt, the agreement is written to last until the money is paid paid off. Likewise, rental transactions cannot be separated from the agreement; the lessee makes an agreement with the lessee, while the lessee also bound by the renting party.

Islamic Law: Prepaid Rent in Arisan

Lease-purchase is a series of two contracts, namely the al-bai' contract and the ijarah contract al-muntahia bittamlik. Albai' is a sale and purchase agreement, while ijarah al-muntahia bittamlik is a combination of renting (ijarah) and buying and selling or grant at the end of the lease term. In Ijarah Al-muntahia Bittamlik,

transfer of rights possession of goods occurs in one of two ways as follows (Adiwarman, 2000).

The renting party promises to sell the rented goods at the end of the rental period. This means the tenant's ability to pay relatively small rent, because the rent paid is relatively small then, the accumulated rental value that has been paid until the end of the period The rent is not sufficient to cover the purchase price of the goods and the profit margin has been determined by the bank. Therefore, to cover the shortcomings If the renter wants to own the goods, he must buy the item at the end of the mutually determined period. The renting party promises to give away the goods leased at the end of the rental period. This means the tenant's ability to pay relatively higher rent. Because of the rent paid relatively large, the accumulated rent at the end of the rental period is already sufficient to cover the purchase price of the goods and the existing profit margin determined by the bank. Thus, the bank can grant it the goods at the end of the rental period to the lessee.

In another opinion, it is explained that the rental agreement occurs between institutions finance (owner of the goods) with the consumer (renter), with installments made including principal installments for the price of goods. Therefore, usually transactions of this kind named *ijarah wa iqtina* or *ijarah al-muntahia bittamlik*. In other words both These are two different sentences but have the same meaning and purpose in it is the same, namely it is a form of financing agreement that is terminated with *al-bai'*. In Islamic banking books it is explained that the *ijarah wa iqtina* is a hire purchase concept, which Islamic financial institutions call lease-purchase financing. *Ijarah wa iqtina* is a combination of leasing activities for movable and non-movable goods movable (immovable) by giving the lessee a choice or option (option) to ultimately purchase the rented item.

Positive Law of Prepaid Rent in Arisan Gadai

Buying and selling in fiqh terms is referred to as "*al-bai*" which means selling, replace and exchange something for another. Pronounce "*al-bai*" in Arabic sometimes used to mean its opposite, namely the word "*al-syir*" which means buy. Thus the word "*al-bai*" means selling, but at the same time it also means buying. In terms of buying and selling terminology, according to fiqh scholars, it is "*mubjadi mal bimal ala wajh makhsus*" (exchanging wealth for wealth in a certain way) In other terms it is called "*muqabalah syai bi syai*" (exchanging something with something) or also called "*mubjadi syai margub fih bi msl ala wajh makhsus*" (mutual exchanging something desired for something equivalent through certain means beneficial). In more detail, Q.S an-Nisa: 29 lays down the norms of buying and selling: "Do not consume the wealth that is among you by falsehood but by buying and selling like you like." As a result, buying and selling is defined as a process of exchanging with people others who use a medium of exchange or money directly or indirectly basically like and like. But before the discovery of a

medium of exchange, people buying and selling goods with goods of equal price or bartering. No There is a difference with what Sayyid Sabiq said about buying and selling is an exchange of assets on a mutually willing basis or transferring property with justifiable exchange in the form of a legal medium of exchange.

So it can be done it is concluded that buying and selling can occur in two ways, namely;

- a) Exchange of assets between two parties on the basis of mutual liking
- b) Transferring property in exchange for money can be justified, that is, it is only a legal medium of exchange in trade traffic.

In Law of the Republic of Indonesia Number 7 of 1992 concerning Banking enhanced by Law Number 10 of 1998 Ijarah Al-muntahia Bittamluk is also called ijarah wa iqtina', whereas In PAPSI the term Ijarah Al-muntahia Bittamluk is used with considerations that international banking is better known for developing The process is a lease that ends with an ownership option. Meanwhile, ijarah wa iqtina gives rise to the perception that renting and ownership are carried out by means(Nazrun Harun. Mizan. 2004) together.

Product Arisan Gadai PT Pegadaian Syariah Tbk

Sharia pawnshops are financial institutions that make it easy for people to meet their needs and help people who are experiencing financial difficulties. One of the financing offered by sharia pawnshops and which is currently popular with the public is Mulia Financing (Gold Bar Metal) which is financing using the ar-rahn contract as the main contract contained.

Arisan is an activity carried out by several people by handing over a number of assets in the form of debts and receivables (Qard) which is carried out periodically with a predetermined period or time to obtain the winner of the arisan in a certain period. The arisan law according to Islamic law is permissible. Arisan is said to be permissible because the substance of the arisan is qordh (debts), while Islamic law allows qordh contracts and the Prophet himself also carried out qordh contracts. Pawning is an agreement to hand over goods as collateral for a debt. Pawn collateral is in the form of goods that comply with the terms and conditions of the rahn contract. So the arisan which is used as marhun for pawning is done in the arisan group where the drawing is held once a month. So, indirectly the time for the drawing for this social gathering cannot be determined. In this case the problem is when someone borrows money from another person by making the social gathering a marhun. Meanwhile, it is not yet clear whether this social gathering can be used as a marhun or not. The scholars agree that marhun (pawned goods) are the same as the terms of sale and purchase. This means that all items that can be legally traded are also legally pawned.

Based on analysis by comparing general provisions in Fatwa Number 04/DSN-MUI/IV/2000 concerning Murabahah Buying and Selling, Fatwa Number 77/DSN-MUI/V/2010 concerning Cashless Gold Buying and Selling, Fatwa Number 13/DSN-MUI /IX/2000 concerning Down Payments in Murabahah, and Fatwa Number 16/DSN-MUI/IX/2000 concerning Discounts in Murabahah, and Fatwa Number 25/DSN-MUI/III/2002 concerning the Rahn of the gold collection mechanism at Sharia Pegadaian which meets compliance even though lack of detailed explanation from Pegadaian Syariah regarding storage costs for contract objects. The identified contracts used in the gold arisan mechanism are 2 murabahah contracts and the rahn contract. Murabahah contract is a gold sale and purchase agreement between the customer and the Sharia Pawnshop

PT Pegadaian closest to where you live or in around a number of traditional markets and shopping centers. The society that Submit an application and be declared to meet the requirements immediately processed. Of course, with a fixed price that applies at the time of the contract agreement signed by the social gathering participants. With the implementation of flat rates, even though in the contract agreement is for the next six months or even 12 months increase in precious metal prices, social gathering participants do not need to worry about increase. Because the price is set according to the market price at the time of the program agreed to be initiated by the social gathering participants.

Ar-rahn is holding one of the borrower's assets as collateral for the loan received. The goods being detained must have economic value. In this way, the party holding back obtains a guarantee to be able to take back all or as part of its receivables. As we know, ar rahn is usually used as collateral to obtain very urgent financing and is often also used as collateral for deferred purchases with non-cash or in-kind payments. credit. In other words, ar-rahn is an activity of debts and receivables between two parties, by using an item of value or value as collateral.

The ar-Rahn contract consists of two words, namely akad and ar-rahn, the word akad itself has a literal meaning, the ar-rahn contract consists of two words, namely "akad" and "ar-rahn". In terms of language, the word contract means bond (ar-rabthu), binding, connecting, or connecting (Syamsul Anwar, 2007). According to the language of contract, it comes from the equivalent of the word Al-'ahdu (Hendi Suhendi, 2014) which means promise, as explained in Al Qur'an, Surah Ali Imran verse 7.

The meaning of pawn (ar-rahn) in the language of positive law is referred to as collateral, collateral and collateral. Ar-rahn contracts in positive terminology are called collateral, collateral and encumbrance. In Islam ar-rahn is a means of mutual assistance for Muslims, without any compensation for services (Haroen Nasrun, 2007).



Meanwhile, according to the term syara', what is meant by ar-rahn is making an item that has property value in the view of syara' as collateral for a debt, which makes it possible to take all or part of the debt from the item (Abdul Ghofur Anshori, 2005). Ar-rahn is holding one of the borrower's assets as collateral for the loan he receives. The goods held have economic value. In this way, the party holding back obtains a guarantee to be able to take back all or part of its receivables. In simple terms, it can be explained that ar-rahn is a kind of debt guarantee or pawn. (Sabbiq Sayyid, 2001).

Collaboration and Terms of Pawning

The Pillars and Conditions of Ar-Rahn Regarding the pillars of Ar-Rahn, the majority of scholars agree that

The pillars of ar-rahn are:

- 1) The person who pawns (rahin)
- 2) People who ask for a pawn (murtahin)
- 3) Pawned goods (marhun/rahn)
- 4) Debt (marhun bih), and
- 5) Saying shighat (consent and qabul).

Ar rahn conditions

According to Shafi-iyah scholars, a pawn can be valid if three conditions are met. First, it must be goods, because debt cannot be pawned. Second, the determination of the pawnshop's ownership of the goods being pawned is not hindered. Third, the goods that are pawned can be sold when the period for paying off the pawned debt has arrived. So, the scholars agree that the conditions for pawning are the conditions that apply to goods that can be bought and sold. The conditions for ar-rahn goods include: they must be able to be bought and sold, they must be valuable assets, Marhun must be able to be used according to sharia, not in the form of haram goods, their physical condition must be known and they must be owned by ar-rahn, at least they must have permission. the owner.

The use of contracts in ar-rahn transactions that often occur and are recognized according to sharia can be divided into two, namely (Syelfi Bahtiana Putri, 2019):

1) The Tabarru' contract is a contract used with the aim of helping each other without expecting anything in return except from Allah SWT. Thus, each party appears unable to take advantage (profit) from this type of transaction.

2) Tijarah contract is a contract used in transactions with the aim of seeking profit, the amount of profit obtained is determined by the agreement of each party concerned. Thus, each party involved can take advantage (profit) from this type of transaction

TABLE 1. GOLD Pawn Collection

The table is a detailed financial report for gold pawn collection. It features multiple columns representing different categories and values. The top section includes logos for various institutions. The main body of the table is organized into several rows and columns, with some cells containing numerical data and others containing text descriptions. The bottom section includes a contact number '1500 569' and a logo.

D. CONCLUSION

Arisan is an activity carried out by several people by handing over a number of assets in the form of debts and receivables (Qard) which is carried out periodically with a predetermined period or time to obtain the winner of the arisan in a certain period. The arisan law according to Islamic law is permissible. Arisan is said to be permissible because the substance of the arisan is qordh (debts), while Islamic law allows qordh contracts and the Prophet himself also carried out qordh contracts. Pawning is an agreement to hand over goods as collateral for a debt. Pawn collateral is in the form of goods that comply with the terms and conditions of the rahn contract. So the arisan which is used as marhun for pawning is done in the arisan group where the drawing is held once a month. So, indirectly the time for the drawing for this social gathering cannot be determined. In this case the problem is when someone borrows money from another person by making the social gathering a marhun. Meanwhile, it is not yet clear whether this social gathering can be used as a marhun or not. The scholars agree that marhun (pawned goods) are the same as the terms of sale and purchase. This means that all items that can be legally traded are also legally pawned.

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