

ANALYSIS OF THE CONFORMITY OF THE RAHN CONTRACT WITH SHARIA ECONOMIC LAW IN THE PRACTICE OF GOLD PAWNING AT THE BATUSANGKAR SHARIA PAWNSHOP

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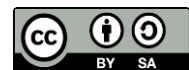
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Abstract

This study examines the compliance of the rahn (collateral) contract used in gold pawning services at Pegadaian Syariah Batusangkar with the principles of Islamic economic law. The core issue addressed is the potential deviation in the meaning and implementation of the rahn contract, which may not fully reflect key Sharia values such as justice, transparency, and customer education. The purpose of this research is to analyze the structure of the rahn contract used, assess its Sharia compliance, and identify any questionable or non-conforming practices. A qualitative case study approach was employed, with data collected through in-depth interviews, direct observation, and documentation. The findings indicate that the rahn contract is formally applied in accordance with fiqh muamalah, yet a gap remains between the institution's implementation and the customers' understanding. Furthermore, educational and empowerment aspects are still lacking in practice. The study concludes that it is essential to strengthen the substantive dimensions of the rahn contract so that gold pawning services truly embody the foundational principles of Islamic economic law. These findings contribute both to the theoretical discourse and practical development of Sharia-compliant financial institutions.

Keywords: Gold Pawn, Rahn, Sharia Pawnshop



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INTRODUCTION

Syariah Pawnshop (Pegadaian Syariah) is a non-bank financial institution that offers short-term financing solutions based on Islamic principles (Maengkom, 2023; Ramadan dkk., 2023; Syifa & Nawawi, 2023). One of its most popular services is the gold pawn (rahn) product, where customers can obtain loans by pledging gold as collateral. This service is highly favored by the public due to its fast process, simple requirements, and the perception that it aligns with Islamic values. However, concerns have arisen among scholars and practitioners of Islamic economic law that the implementation of gold pawning at Syariah Pawnshops may not fully reflect the genuine principles of rahn as prescribed in Islamic jurisprudence. Issues such as the imposition of maintenance fees on pledged items (ujrah), the type of contracts used, and the profit-making mechanism adopted by the pawnshop raise questions about the compliance of these practices with Islamic economic law. Therefore, an analytical study of the form and implementation of the rahn contract in gold pawning services is necessary to assess their conformity with Islamic legal norms.

In the literature, several previous studies have discussed rahn as an alternative Islamic micro-financing model (Komarudin & Annas, 2024; Ramadhan dkk., 2025; Respati & Noor, 2024). Many scholars highlight the advantages of rahn in terms of justice, legal certainty, and the protection of both parties involved in the transaction. However, most of these studies are normative and lack a thorough analysis of actual practices within Islamic financial institutions, particularly Syariah Pawnshops. Additionally, the existing literature has not comprehensively examined the practical implementation of the rahn contract in gold pawning, especially regarding the substance of the contract, the determination of ujrah fees, and the nature of the relationship between customers and institutions. This reveals a gap between theoretical discourse and real-world practice that requires further empirical investigation. Thus, this research is necessary to fill that gap and provide a more grounded understanding of the application of Islamic economic principles in rahn transactions.

This study aims to analyze the type of rahn contract used in the gold pawning services at Pegadaian Syariah Batusangkar. It also seeks to evaluate the extent to which the current practices align with the core principles of Islamic economic law, which emphasize justice, contractual clarity, and the avoidance of usury (riba). Furthermore, the research intends to identify challenges and potential deviations in the implementation of rahn, particularly concerning the imposition of ujrah fees and the revenue mechanism employed by the institution. Through these objectives, this study is expected to contribute to the academic discourse on Islamic economic law and provide practical recommendations for improving the implementation of rahn contracts in Islamic financial institutions, especially in gold pawning services.

The significance of this study lies in its attempt to bridge the gap between theory and practice in Islamic economic law, specifically in the context of rahn contracts. Based on the previously outlined facts, there are notable doubts and criticisms regarding the conformity of gold pawning practices with Sharia principles, particularly in terms of fee structures and transaction mechanisms. By analyzing the contractual framework, assessing compliance, and identifying potential irregularities, this study aims to present a comprehensive overview of rahn implementation at Pegadaian Syariah Batusangkar. The central argument of this research is that rahn, as a Sharia-compliant financial instrument, should be executed consistently with the values of justice, transparency, and honesty that form the foundation of Islamic law. Thus, this study is vital not only for academic inquiry but also for strengthening the integrity and credibility of the Islamic financial system.

Gold pawning is a financial transaction in which gold is used as collateral to obtain a cash loan for a certain period (Ernanda dkk., 2022; Muntaqo, 2021; Suriyanda dkk., 2023). In practice, the customer hands over the gold to a financial institution as a guarantee and receives a loan based on the appraised value of the gold. This method is highly favored by the public

due to its fast process, security, and accessibility, particularly during urgent financial needs. The concept has evolved from traditional practices into a more structured system aligned with Sharia principles, especially within Islamic financial institutions like Pegadaian Syariah. In the context of Islamic economics, gold pawning must be carried out with fairness and transparency, avoiding elements of usury or exploitation (Aini & Baidhowi, 2025; Jayadi dkk., 2023; Sudarna dkk., 2025). Thus, understanding the concept of gold pawning should not be limited to its technical aspects but must also encompass the Islamic legal values that underpin such transactions to ensure full compliance with Islamic law.

Gold pawning in financial practices can be categorized into two main forms: conventional and Sharia-based. Conventional gold pawning typically involves an interest-based system, where borrowers are charged for the use of funds over time (Bahari, 2022; Khoirunnazilah dkk., 2022; Putra & Wati, 2023). In contrast, Sharia-based gold pawning operates under the rahn contract, which emphasizes mutual assistance and fairness. In this system, the financial institution is not allowed to benefit from the collateral except for actual maintenance costs (*ujrah*) (Awaliah, 2024; Sifa & Syakur, 2025). Gold pawning also serves as a microfinance tool, commonly used by small and medium-sized enterprises to support business sustainability. These classifications show that gold pawning has evolved beyond traditional practices into a significant instrument supporting Islamic financial inclusion. Therefore, understanding the various forms and manifestations of gold pawning is crucial in evaluating their alignment with Islamic economic law principles.

Rahn, in Islamic commercial jurisprudence (*fiqh muamalah*), refers to the act of holding an item as collateral for a debt or loan, which may be sold to recover the debt if the borrower defaults (Alexander dkk., 2023; Rukmanda, 2020). Classical definitions describe rahn as a contract to retain a pledged asset to secure a debt, granting the lender the right to claim repayment from the asset if the debt remains unpaid. Rahn has strong legal foundations in both the Qur'an and Hadith, such as Surah Al-Baqarah verse 283 and various prophetic traditions that illustrate the practice of pawning during the Prophet's time. In Islamic economic law, rahn is not merely a security measure but a transaction that upholds justice, clarity, and avoidance of *gharar* (uncertainty) and *riba* (usury). Thus, understanding the concept of rahn is essential in analyzing the implementation of gold pawning in Islamic financial institutions like Pegadaian Syariah.

Rahn can be manifested in various contractual forms depending on societal needs and economic conditions. Broadly, rahn is classified into conventional and Sharia-compliant categories. Conventional rahn often incorporates interest elements, making it incompatible with Sharia. On the other hand, Sharia-based rahn excludes interest and permits only real maintenance charges (*ujrah*) on the pledged item. Rahn principles are applied in products such as multi-purpose financing, microfinancing, and gold pawning services, all of which rely on physical collateral. In practice, rahn implementation must align with fatwas issued by the National Sharia Council (DSN-MUI) and Islamic legal principles to ensure fairness and mutual consent. Understanding these manifestations is critical to evaluating whether gold pawning in Islamic institutions adheres to Sharia principles.

Pegadaian Syariah is a non-bank financial institution offering financing services based on Islamic principles, primarily through collateral-based systems like rahn. It serves as an alternative to conventional pawnshops, which typically apply interest-based mechanisms. Pegadaian Syariah operates using Sharia contracts such as rahn, *ijarah*, and *wakalah*, under the supervision of a Sharia Supervisory Board (Dewan Pengawas Syariah or DPS). Its primary objective is to provide accessible financing to lower-income communities without violating Islamic legal principles. The presence of Pegadaian Syariah in Indonesia responds to the Muslim community's growing demand for halal financial services. Therefore, Pegadaian Syariah not only serves economic purposes but also carries a social and religious mission, contributing to the development of a just and ethical Islamic financial system.

Pegadaian Syariah offers various products and services manifested in Sharia-compliant financing schemes such as gold pawning and other microfinance tools. Its main feature is the gold pawn service, which allows individuals to obtain financing by pledging gold without paying interest, only maintenance fees (*ujrah*). Additionally, Pegadaian Syariah offers microbusiness financing, precious metals financing, and gold investment products—all structured under Islamic contracts. These services aim to reach unbanked populations while promoting economic empowerment within the Muslim community. In its implementation, Pegadaian Syariah adheres to fatwas issued by DSN-MUI and regulations set by the Financial Services Authority (OJK), alongside the principles of *fiqh muamalah*. Through these diversified offerings, Pegadaian Syariah plays a vital role in fostering an inclusive, just, and Sharia-compliant financial system that responds to the needs of the modern society.

RESEARCH METHOD

The object of this research is Pegadaian Syariah Batusangkar, a non-bank financial institution that provides financing services based on Islamic principles. One of its most prominent services is the gold pawning product, which is governed by the *rahn* contract. This product is popular due to its fast process, simple requirements, and security for customers in urgent financial need. However, concerns have arisen regarding the alignment of its practical implementation with the principles of Islamic economic law. Issues such as the imposition of maintenance fees (*ujrah*), the clarity and type of contract used, and the institution's profit mechanism raise critical questions. These concerns highlight the need to analyze the extent to which the *rahn* contract and the gold pawning practices at Pegadaian Syariah Batusangkar conform to the values of justice and transparency upheld in Islamic teachings.

This study employs a qualitative descriptive approach aimed at providing a detailed, systematic, and factual depiction of the gold pawning practices based on *rahn* at Pegadaian Syariah. This approach is suitable for understanding phenomena comprehensively without manipulating variables. The research utilizes both primary and secondary data sources. Primary data are collected through direct interviews with selected informants, including customers and employees of Pegadaian Syariah, who are directly involved in the gold pawning transactions. Meanwhile, secondary data are obtained through literature reviews, previous research, and official documents related to *rahn* contracts, gold pawning practices, and Islamic economic law principles. This combination enables a holistic and contextual understanding of the issues being examined.

The research participants include various sources of information directly involved in the studied phenomenon. Firstly, five customers of Pegadaian Syariah Batusangkar who use the gold pawning service were selected to provide practical insights into their understanding and experience with *rahn* contracts. Secondly, two frontliner staff members and one operational manager were interviewed to gain an internal perspective on the procedures and implementation of *rahn*. Thirdly, data were also collected from official documents such as contract samples, Standard Operating Procedures (SOPs), and promotional brochures related to the gold pawning product. These diverse sources serve as the foundation for comprehensive data collection to support the analysis of Sharia compliance in practice.

Data collection was carried out using three main techniques: in-depth interviews, direct observation, and documentation. Interviews were conducted in a structured and semi-structured format with both customers and employees to explore their experiences, understanding, and perceptions of the *rahn* contract. Observation involved watching the actual process of gold pawning services at Pegadaian Syariah Batusangkar, including customer-staff interactions and the technical procedures for handling and storing collateral. Documentation supported the research through the collection of written and visual evidence such as contracts, SOPs, and

promotional materials. These three techniques complemented each other, providing a comprehensive understanding of the phenomenon under study.

For data analysis, this research adopts the interactive model proposed by Miles and Huberman, which involves data reduction, data display, and conclusion drawing or verification. Data reduction was performed by selecting and simplifying relevant information obtained from interviews, observations, and documents. The data were then organized into a systematic narrative for easier interpretation. Conclusions were drawn based on the interpretation of the organized data, with continuous verification to ensure accuracy and consistency. Additionally, the study employed source triangulation by comparing and confirming data from different sources to enhance the validity and reliability of the findings. This analytical approach is expected to yield objective results that accurately reflect the real practices of rahn in Pegadaian Syariah Batusangkar.

RESULTS AND DISCUSSION

The research findings indicate that the gold pawn practice at Pegadaian Syariah Batusangkar follows established procedures. Based on interviews with five customers, three stated they chose Pegadaian Syariah due to safety and religious compliance, although they lacked detailed understanding of the contract used. Two others expressed that despite the "syariah" label, service fees felt similar to those in conventional pawnshops. Observations showed that the process begins with the signing of a rahn contract and a brief explanation of the *ujrah* fee. No activities or symbols in the service area were found to contradict Islamic principles. Pledged gold was weighed and securely stored. Documentation revealed that the rahn agreement is based on mutual consent, using gold as collateral without any interest charges.

Interview and documentation data show that Pegadaian Syariah charges *ujrah* as a fee for safekeeping and maintenance of the pledged item. This was explained by the frontliner, stating the fee is not interest but a sharia-compliant service endorsed by the DSN-MUI. The operational manager added that all procedures conform to DSN-MUI Fatwa No. 25/DSN-MUI/III/2002. Contracts signed by customers display cost transparency and a stamp indicating "Sharia-Compliant Contract". Service brochures also confirm supervision by the Sharia Supervisory Board.

The relationship between descriptive and explanatory data on gold pawning reveals that customers see it as a practical and religiously safe financing service, though many lack understanding of contract specifics. Pegadaian staff emphasized that rahn contracts comply with Islamic rulings, with *ujrah* as a permissible service fee. Observations indicated that while procedures are sharia-compliant, contract explanations to customers were limited. This suggests efforts to implement sharia principles are evident but not yet fully comprehended by clients.

Research data on rahn indicate the term is formally used by Pegadaian Syariah in both documents and service practice. The frontliner stated rahn is applied in all gold pawn transactions and serves as their legal basis. Customers referred to the practice simply as "gold safekeeping" or "sharia pawn" without recognizing its relation to the concept of rahn. Official documents mention that the rahn is voluntary and involves gold as collateral, with no interest charged.

Further explanation from management revealed that rahn refers to DSN-MUI guidelines, and the practice only imposes maintenance fees (*ujrah*). Pegadaian Syariah gains no profit from the loan itself but from safekeeping services. The contract specifies that the item remains the property of the customer, and there is no ownership transfer. This is reinforced in the brochures, which describe rahn as a collateral-based financing method without interest.

The connection between rahn-related description and explanation shows that the rahn contract is the basis for all transactions at Pegadaian Syariah. Although the term is formally used, many customers are unaware of its substance. While procedures and terminology adhere to sharia, public understanding of rahn remains limited, highlighting a communication gap between the institution and its users.

Pegadaian Syariah Batusangkar, as an Islamic financial institution, operates in accordance with Islamic principles. Observations and documents show that its environment and symbols reflect a sharia identity. Staff interviews revealed that all services refer to DSN-MUI fatwas and are monitored by a Sharia Supervisory Board. Official documents confirm the institution has SOPs for sharia gold pawning and conducts contracts in line with Islamic guidelines.

The institutional structure of Pegadaian Syariah demonstrates integration of Islamic principles in all operations. Public brochures emphasize interest-free services and commitment to a riba-free system. Service fees are disclosed transparently, and all transactional documents reference Islamic legal standards. This reflects the institution's efforts to maintain transparency and accountability.

The relationship between description and explanation regarding Pegadaian Syariah indicates alignment between institutional identity, service systems, and sharia law. However, challenges remain in educating customers about the contract. While systems and documents comply with Islamic principles, limited customer understanding of the rahn structure hinders the full realization of Islamic economic law implementation. Below, the researcher presents research findings arranged based on research objectives.

Table 1. Research Findings Arranged Based on Research Objectives

No.	Research Objective	Key Findings
1	To analyze the structure of the <i>rahn</i> contract used in gold pawning services at Pegadaian Syariah Batusangkar	The <i>rahn</i> contract is formally in line with <i>fiqh muamalah</i> , emphasizing collateral ownership and trust, but is often combined with <i>ijarah</i> (storage rental), which is not fully understood by customers.
2	To assess the conformity of gold pawning practices with Islamic economic law principles	Administrative and legal compliance is evident, yet justice and educational aspects are lacking. Customers often do not fully understand the contracts, and some cost components remain non-transparent.
3	To identify challenges and potentially non-compliant practices in the <i>rahn</i> contract implementation	The main challenge lies in customers' low Sharia literacy and the business-oriented focus of the institution. Questionable practices include maintenance fees that resemble hidden interest (<i>riba</i>).

The research findings reveal that the rahn contract applied in gold pawn services at Pegadaian Syariah Batusangkar formally complies with Islamic legal principles, particularly regarding the use of *ujrah* as a safekeeping fee. However, discrepancies arise in terms of customer understanding of the contract and the potential misalignment with principles of transparency and Islamic education. Several customers were unaware of the specific contract used, raising critical concerns about the extent to which Islamic economic law is truly embodied in the service delivery.

This study supports the findings of prior research, such as those by Ramadhani (2021) and Syafi'i (2020), which affirm that the implementation of rahn contracts generally adheres to DSN-MUI guidelines. Nonetheless, this research introduces a new angle by highlighting the

weak communication of Sharia aspects in customer service—an element often overlooked in earlier studies. Thus, it contributes added value by emphasizing the educational and ethical communication dimensions as integral to compliance with Sharia principles in Islamic financial services.

A critical reflection on these findings underlines the necessity for all stakeholders—particularly customers—to possess a thorough understanding of the mechanisms and Islamic legal foundations behind gold pawn transactions. The gap between Sharia formalities in documentation and actual comprehension in practice poses a major challenge in actualizing Islamic economic values. This research underscores that successful implementation of Sharia contracts must extend beyond formal compliance to include informed and conscious participation from service users.

The implications of this research are strategically relevant for improving the service quality of Pegadaian Syariah. These findings can inform management strategies to enhance Sharia literacy through staff training, the development of more comprehensive contract explanation procedures, and the strengthening of the role of the Sharia Supervisory Board. Moreover, this research broadens the discourse on integrating normative Sharia approaches with operational realities in the Islamic finance industry.

The results identified in this study are largely attributed to limited customer socialization and the underemphasis of Sharia education and transparency during service delivery. This situation may stem from Pegadaian's focus on transactional efficiency and service targets, which can marginalize educational aspects. Additionally, the general lack of Sharia literacy among the public further compounds the limited understanding of the rahn contract and its mechanisms.

Based on the findings, several strategic actions are necessary, including enhancing Sharia training for staff, developing educational modules for customers about the rahn contract, and conducting regular evaluations of Sharia-based service communication. Pegadaian Syariah should also collaborate with Islamic finance institutions and academic experts to strengthen Sharia economic law literacy, ensuring that the implementation of Sharia contracts truly reflects the values of justice, transparency, and public benefit (*maslahah*).

CONCLUSION

Surprisingly, this study reveals that although the rahn contract applied in gold pawn services at Pegadaian Syariah Batusangkar formally adheres to Islamic economic law, its implementation does not fully embody the substantive principles of Sharia. The most striking finding lies in the limited understanding of customers regarding the contract and the insufficient internalization of justice, transparency, and educational values in practice. This suggests that formal compliance does not necessarily reflect the ethical and philosophical essence of Islamic economic law.

This research offers significant contributions both theoretically and practically. Theoretically, it expands academic discourse by emphasizing the importance of a substantive approach in evaluating the Sharia compliance of Islamic financial practices—not solely through formal standards, but also through assessment of educational efforts and legal awareness. Practically, these findings can serve as a reference for Islamic financial institutions, particularly Pegadaian Syariah, in designing more ethical, educational, and participatory service strategies that strengthen customer understanding of the rahn contract.

The main limitation of this study lies in its focus on a single branch of Pegadaian Syariah, which restricts the generalizability of its findings. Nevertheless, this creates an opportunity for future research to broaden its scope, employing comparative approaches across different branches or integrating quantitative methods to statistically measure customer understanding.

Such developments are expected to enrich the literature on Islamic economic law and provide a stronger foundation for comprehensive policy-making in the future.

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