



THE UTILIZATION OF PAWNED GOODS BY MURTAHIN IN MAMUJU TENGAH REGENCY

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ABSTRACT

Pawn is a tabarru contract whose main purpose is to help, but the problem in researching the act of *murtahin* is to use pawned goods and obtain profits or added value on the use of pawned goods against the nominal amount of money lent to rahin. This type of research is a penemenology with a qualitative approach. The data collection methods used are interviews and observations. Data processing and analysis by: Data reduction, Data Presentation and conclusion drawn. The results of the study show that the act of using pawns by *murtahin* in terms of management rights which is completely a *murtahin* right is legally permissible because the goods used as pawns are oil palm plantations which are goods that require care and maintenance. The use of pawns that bring profits or added value to *murtahin* is something that is not allowed because it includes usury and persecuting rahin.

Keywords: Rahin; Value Added, Murtahin, Usury

1. INTRODUCTION

Economic activities are human habits to meet the needs of life. (Kurniasih Setyagustina, 2023). He can get sustenance from these activities and with that sustenance he is used to carry out his life (Siregar, D. A. 2023). For Muslims, the Qur'an is an indication to fulfill the absolute truth, the sunnah of the Prophet serves to explain the content of the Qur'an. There are many verses of the Qur'an and al-Hadith that stimulate humans to be diligent and diligent in their work (Nurdin, F. 2020). So economic activities are included in it, but not all economic activities are justified by the Qur'an and al-Hadith.

In general, people always want to get a decent livelihood every day, because with good economic conditions, every family needs can be met. Many jobs are often done to improve the welfare of life such as: farming, trading, and so on. The lending is a charitable act to help people who are forced to have no money in cash (Amir Syarifuddin: 2003). In meeting the needs of daily life, people often feel that the income they receive from their work is not enough. This is what makes the human instinct to seek loans to parties who he believes can provide them.

The lending is a charitable act to help people who are forced to have no money in cash. However, for peace of mind and to maintain the interests *of the creditor*, lest he be disadvantaged in terms of providing a loan, the lender does not immediately give the loan money to the borrower and may also ask for goods from the debtor as collateral for the debt. So that if the *rahin* is unable to pay off his debt until the specified time, then the collateral can be sold by *the murtahin*. As Allah says in the Qur'an surah al-Baqarah (2): 283 as follows:

﴿ وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهْنَ مَقْبُوضَةٌ إِنْ أَمِنَ بَعْضُكُمْ بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِيَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا تَكْتُمُوا الشَّهَادَةَ وَمَنْ يَكْتُمْهَا فَإِنَّهُ أُمٌّ قَلْبُهُ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ ﴾

Translation:

And if you are on the way you do not get a writer, then there should be a collateral to be held. But if some of you believe in others, let the trusted one be able to fulfill his mandate (his debt) and let him fear Allah his Lord. And do not hide it, indeed, his heart is filthy (sinful). Allah knows what you are doing.

Based on this verse, the fiqh scholars agree that suspending an object as collateral for the debt is permissible. Because this is only a guarantee and happens if both parties do not trust each other, says Allah *farihanu maqbudhoh* in the previous verse, it is a good recommendation to the believers.

The concept of guarantee in muamalah fiqh is known as *rahn* or *pawn*. (Muhammad Solikhu Hadi: 2003). Many people practice helping with the concept of pawn. The use of pawns by scholars differs according to Shafi'iyah scholars who have the right to the benefits of pawns is *rahin*, even though *marhun* is under the power of *murtahin* (Ujang Ruhyat Syamsoni:2023). Fiqh scholars agree that if the collateral is in the form of immovable objects, such as houses and land, then it does not have to be the house and land that are given, but it is enough to have a land certificate or land papers held by the *murtahin*. However, in its implementation, it does not rule out the possibility of deviations in the use of collateral (pawn) from existing rules. In this study, the pawned goods (which are pledged) are in the form of land (oil palm plantations) in practice that occur at the location where the pawned goods are used (the harvest is controlled) by the *murtahin*. The oil palm plantation products, which are the main source of income for the *Rahin* family, are used as collateral which is still in the mortgage process, has an impact on *Rahin*.

The impact felt by *rahin* is positive and negative, which is positive, namely *rahin* benefits a certain amount of money from *murtahin* to meet unmet needs. The negative impact is that *Rahin* loses his income because he no longer gets the results from the harvest of his oil palm land and will make it difficult for *Rahin* to pay his debts.

The impact felt by murtahin is that he obtained the results from the harvest of murtahin's oil palm land as long as the pawn contract was still ongoing. So, when the debt repayment period rahin pays according to the amount he first borrowed from the murtahin without deducting the harvest received by the murtahin from the oil palm plantation land owned by rahin. This makes the murtahin get a refund benefit equal to the amount of money lent to rahin and added to the amount of money obtained from the harvest of oil palm land during the period of detention of the goods and the profit obtained by the murtahin can be considered as added value. Any profit or addition in debts and receivables is usury.

2. LITERATURE REVIEW

Pawn or commonly known as *rahn*, etymologically *rahn* means *tsubut* (fixed) and *dawan* (eternal, continuous). It is said *that ma'un rahin* means still (calm) water. *Ni'mah rahinnah* means continuous/eternal blessings (Yazid Afandi: 2009). The meaning of pawn according to language is to make a material item as a debt bond. In terminology, *rahn* is to hold an object with a right that allows it to be executed, meaning to make an object/item that has property value in the view of sharia as collateral for debts, as long as the debt cannot be repaid, with the goods the debt can be replaced either in whole or in part (Wasik, A., & Fawaid, I. 2016).

Pawn (*rahn*) in fiqh is to temporarily store the borrower's property as collateral for a loan given by the receivable (the lender). This means that the goods entrusted to the receivables can be recovered within a certain period of time (Rusdan, R., & Rusandi, H. 2020).

According to al-Qurtubi, *rahn* is an item that is withheld by the party giving the debt as collateral from the person who owes it, until the debtor pays off the debt. Meanwhile, according to Ibn Qudamah *rahn*, it is an item that is used as collateral for debts so that the guarantor can sell the goods if the debtor is unable to pay the debt. Shafi'yah scholars define *rahn* as making an item as collateral for a debt, so that the creditor can sell it at any time if the debtor is unable to pay the debt.

Legal Basis of Pawn

1. The Quran

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2. Hadith

عَنْ عَائِشَةَ - رَضِيَ اللَّهُ عَنْهَا - أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ اشْتَرَى طَعَامًا مِنْ يَهُودِيٍّ إِلَى أَجَلٍ وَرَهْنَهُ دِرْعًا مِنْ حَدِيدٍ
(روه البخاري و مسلم)

Means:

From Ashi'ah (ra), the Prophet (peace and blessings of Allaah be upon him) once bought food from the Jews at a certain time by pawning armor. (Hadith narrated by Bukhari and Muslim)

3. Ijma'

The fiqh scholars agree that the pawn can be done in transit and in the presence of the place, as long as the collateral can be directly held/legally controlled by the lender. That is, because not all collateral can be held/controlled by the lender directly, there is at least some kind of handle that can guarantee that the collateral is in *marhun* status (Wijaya, Nicho Hadi: 2021).

Principles and Conditions of Pawn

Rahin and murtahin: capable of acting the law. 'Aqdu: the contract cannot be linked by certain conditions, not dependent on a future event. Marhunbih: debt is a right that must be returned to the person who gives the debt, the debt can be repaid with a guarantee, the debt is clear and specific. And Marhun: The goods used must really exist and be real, the object of the transaction is in the form of valuable goods, the goods used as the object of the transaction are legally owned and possessed perfectly, the object must be handed over at the time of the transaction, the pawned goods must be durable (Nasution, A. M. 2019).

Utilization of Pawn Goods

Shafi'iyah scholars are of the opinion that rahin (pawnbrokers) may use pawned goods without the permission of the murtahin (pawnbroker). The pawnbroker is not allowed to utilize the pawnshop when the pawnbroker requires something that is detrimental to the pawnbroker or beneficial to the pawnbroker.

Hanafiyah scholars are of the opinion that the pawnbroker should not use the goods that have been pawned, regardless of the type and form of the goods, whether vehicles, residences and others. The pawnbroker is not allowed to use the pawned goods in any form, unless they have permission from the owner of the goods. If the recipient of the goods uses it without permission, then the law is the same as gasab.

Hanbaliyah Ulama The pawnbroker may not use the pawned goods except with the permission of the pawnbroker. If the pawned goods are goods that do not require maintenance costs, the pawnbroker may not use them without the permission of the pawnbroker because the pawned goods and what is produced belong to the pawnbroker. If the pawned goods require care and

maintenance such as livestock, then the pawnbroker may use such as driving or taking milk just to replace the maintenance even though the pawnbroker is not allowed.

End of Pawn Contract

The pawn contract ends due to the following things: The handover of the pawn (borg) to the owner, The debt has been paid off in its entirety, The sale is forced, The debt has been released by the murtahin, The pawn has been fasakh (canceled) by the murtahin, the death of rahin before the goods are received by the murtahin, Damage to the goods, Actions (tasaruf) on the goods by renting, granting, or shadaqah. If rahin or murtahin rents, grants, donations, or sells goods to other parties with the permission of each party (Yuni, I: 2022).

Usury

Usury is an addition or excess of the principal capital required for one of the two people who enter into a contract. The Qur'an divides usury into two, namely light usury and heavy usury. Broadly speaking, usury is grouped into two, namely usury debts and receivables consisting of usury qardh and usury jahiliyah. Usury buying and selling is divided into usury fadhl and usury nasi'ah (Sodiq, M. J., Ramadhan, M. N., & Saufi, M: 2023).

The four usury are *Usury Qardh* is a certain benefit or level of excess that is required for the person who owes (muqtaridh). *Jahiliyah usury* occurs because there is a debt that is paid in excess of the principal of the loan because it is unable to pay off the debt at the specified time. *Usury nasi'ah* is an additional requirement to the debtor from the person who pays as a balance for the delay in debt payment. *Usury fadhl* is the exchange of usurywi goods. Usury fadhl is defined as the exchange of goods of the same type but of different quality (Sodiq, M. J., Ramadhan, M. N., & Saufi, M: 2023).

3. RESEARCH METHOD

The type of research used is the type of phenomenological research. Phenomenology research is research that aims to gain insight into the existence of symptoms or symptoms that occur in a community group. This research is carried out by collecting data from individuals and/or the community. The location of this research was carried out in Karossa District, Central Mamuju Regency. The research approach is a qualitative approach. This approach is a research strategy in which the researcher carefully investigates an event, event, activity and the researcher collects complete information using various data collection procedures based on a predetermined time. The type of data used is primary data. Primer data is data obtained directly by researchers from their first source. The primary source of data is the data from the researcher's interviews with the rahin, murtahin and the karossa community which are related to the research problem. The data collection method is carried out through two ways, namely interviews and observations. A semi-structured interview is a type of interview in the category of *in-dept interview*. Where in its implementation it is freer when compared to structured interviews. The purpose of this type of interview is to find problems more openly, where the invited party is asked for their opinions and ideas. Observation is a process of observation using our five senses. Researchers can see the

condition of the community where the research is located using their eyes, ears and reason to produce research data. Data processing and analysis techniques through data verification, data reduction and conclusion drawing

4. RESULTS AND DISCUSSION

Karossa District is a sub-district located in Central Mamuju Regency and is the farthest sub-district area from the capital city of Central Mamuju Regency, the distance from Karossa District to Central Mamuju Regency is 70 Km, which can be reached in about 1 hour and 30 minutes. Geographically, Karossa District is located in the northern part of Central Mamuju Regency and is positioned on the Makassar Strait span, namely 1°47'82"-2°04'05" South Latitude and 119°17'07"-119°24'08" East Longitude.

Karossa District has an area of ± 1,138.33 Ha. Administratively, Karossa District consists of 11 Villages and 2 Transmigration Settlement Units (UPT). The number of residents of Karossa District, Central Mamuju Regency as of February 2018 is 23,099 people spread across 11 villages and 2 UPTs. The people of Karossa District depend on farming, gardening and also working in offices and factories (Central Mamuju District Office: 2022).

The practice of pawning in the Karossa community can be known thoroughly by understanding several stages or phases covered by the pawn itself. This stage starts from the reason for the pawn to the occurrence of the pawn contract. The strong reason that is the basis for the practice of pawning is the urgency of a person to meet the needs of life, and the difficulty of finding a loan in the form of money to another person in large amounts without a collateral.

Aspect of Meeting

The beginning of the meeting of a *rahin* (pawnbroker) and a *murtahin* (pawnbroker) is the result of the initiative of *rahin*.

Aspects of Determining the Amount of Money that Can Be Borrowed

To be able to determine the nominal amount of money that can be lent, the amount of income from the oil palm plantation owned by the pawnbroker in the month is multiplied by the time used to pay off and the nominal amount of money borrowed is below the nominal multiplication of the plantation's income.

Loan Repayment Aspect

There are three ways to refund the loan money by *rahin* given by *murtahin*, namely in monthly installments or paid at once when *rahin* already has money and is paid at maturity, all depending on the agreement between the two parties to the transaction. However, when a problem occurs, such as the payment is due but *the rahin* cannot return the borrowed money, it is solved in a family way, namely by *murtahin* giving a relaxation of payment time to *the rahin*.

Aspects Entitled to Utilize Pawns Goods

The practice of using pawns in the form of oil palm plantations that occurred in Karossa District is fully the right of the murtahin, both management rights and the right to take oil palm plantation products.

First Case:

In 2016, Mr. Suherno borrowed money from one of his neighbors who worked as a trader, who according to him at that time could help him by offering a piece of land belonging to each person (without involving farmer groups) with an area of 500m² containing 69 oil palm trees that had produced ± 700 kg in one harvest as collateral for the money he wanted to borrow.

The money that Mr. Suherno borrowed at that time amounted to Rp. 10,000,000 with the right to manage it completely became *the right of the murtahin* and the proceeds of the oil palm plantation became the right *of the murtahin* as well, within one month he had returned the money to *the murtahin* with the same amount at the time of borrowing. So researchers can calculate it with a period of one month, namely 3 harvest periods. One harvest of the plantation can produce ± 700 kg, with the price of palm oil in 2016 Rp. 800/kg given by middlemen, and the harvest cost of Rp. 200/kg. So the method used to calculate how much the murtahin gets during 1 harvest period and during the period of one month of borrowing is as follows:

$$\begin{aligned} \text{Gross Result} &= \text{Number of palm fruits} \times \text{price/kg} \\ &= 700 \text{ kg} \times \text{Rp. } 800 \\ &= \text{IDR } 560,000 \end{aligned}$$

The Cost of Management

$$\begin{aligned} \text{Harvest Costs} &= 700 \text{ kg} \times \text{Rp. } 200 \\ &= 140.000 \end{aligned}$$

So the net yield obtained by the murtahin during one harvest period is

$$\begin{aligned} \text{Net Result} &= \text{Brurto Results} - \text{Management costs} \\ &= \text{IDR } 560,000 - \text{IDR } 140,000 \\ &= \text{IDR } 420,000 \end{aligned}$$

The difference worth Rp. 420,000 is an advantage for the *murtahin*.

Within one month of the mortgage period, the oil palm plantation was harvested 3 times, so it is known that the results obtained by murtahin are

$$\begin{aligned} \text{Profit/month} &= \text{IDR } 420,000 \times 3 \text{ harvests} \\ &= \text{IDR } 1,260,000 \end{aligned}$$

So during the period of return the amount of money received by the *murtahin* party is as follows:

$$\text{The amount of returns} = \text{IDR } 10,000,000 + \text{IDR } 1,260,000$$

$$\text{Received by Murtahin} = \text{IDR } 11,260,000$$

$$\begin{aligned} \text{Presentation of benefits} &= \frac{\text{hasil netto satu bulan}}{\text{jumlah utang}} \times 100\% \\ &= \frac{1.260.000}{10.000.000} \times 100\% \\ &= 12,6\% \end{aligned}$$

The percentage of profit earned by the murtahin in one month of the mortgage period is 12.6% of the total debt given *by the murtahin to rahin*.

The second case, namely Muhammad Mujaki who needed money in the amount of Rp.20,000,000 to meet the economic needs of his family, through an intermediary named Dian Resdiana who is also a Karossa community, he borrowed by guaranteeing his parents' oil palm plantation covering an area of 500 m²/0.5 Ha which produced ± 600 kg of oil palm fruit in one harvest. The pawn transaction occurred with the consent of his parents on behalf of Tarmini.

The pawn contract that occurs within 2 years (24 months) of the agreement but Muhammad Mujaki's brother is able to pay within a period of 1 year, then in that period there are 2 times pruning and 3 times fertilization. The details are as follows: The yield of oil palm in one harvest is estimated to reach ±600 kg and we calculate it with the lowest price given by the company to farmers of 1000/kg, fertilizer price Rp. 140,000/sack, pruning cost reaches 4000/tree and harvesting cost Rp. 200/kg and car fare 150,000/1000 kg or Rp. 150/kg. To seek profits from the use of pawned goods by Murtahin during the pawn period, it is done in the following way:

Gross results = Number of palm fruits X price/kg
 = 600 kg x Rp. 1000
 = IDR 600,000

The Cost of Management

- Harvest costs = 600 kg X Rp. 200
 = IDR 120,000
- Car Fare = 600 kg X Rp. 150
 = IDR 90,000

Total management costs = IDR 120,000 + IDR 90,000
 = IDR 210,000

So the net yield obtained by murtahin during one harvest period is:

Net Yield/Harvest = Brurto Results – Total Cost of Management
 = IDR 600,000 – IDR 210,000
 = IDR 390,000

The difference of Rp. 390,000 is an advantage for the *murtahin* in one harvest.

Within one month of pawn, the oil palm plantation was harvested 3 times, it is known that the results obtained by murtahin are

Profit/month = IDR 390,000 X 3 harvests
 = IDR 1,170,000

As for the period of 6 months, there are several maintenance costs that must be incurred, including the following:

6 months profit = IDR 1,170,000 X 6 months
 Beyond maintenance costs = IDR 7,020,000

Maintenance costs

- Fertilizer = 4 sacks X 140,000
 = IDR 560,000
- Trimming = 69 trees X Rp.4000
 = IDR 276,000

Total Maintenance Costs = IDR 560,000 + IDR 276,000
 = IDR 836,000

Net Profit/6 months = IDR 7,020,000 - IDR 836,000

$$\begin{aligned}
 &= \text{IDR } 6,184,000 \\
 \text{If the mortgage occurs within two years and the treatment reaches 4 times, the profit results obtained are} \\
 \text{Profit/ 1 year} &= \text{IDR } 6,184,000 \times 2 \\
 &= \text{IDR } 12,368,000 \\
 \text{So during the period of return the amount of money received by the } \textit{murtahin} \text{ party is as follows:} \\
 \text{The amount of returns} &= \text{IDR } 20,000,000 + \text{IDR } 12,368,000 \\
 \text{Received by } \textit{Murtahin} \\
 &= \text{IDR } 22,368,000 \\
 \text{Presentation of benefits} &= \frac{\textit{hasil netto dalam masa gadai}}{\textit{jumlah utang}} \times 100\% \\
 &= \frac{\text{Rp.}12.368.000}{\text{Rp.}20.000.000} \times 100\% \\
 &= 61,84\%
 \end{aligned}$$

The percentage of profits earned by *murtahin* in one year of the mortgage period reached 61.84% of the total debt given *by murtahin* to *rahin*.

Some scholars explained that pawns that require maintenance can be used by *murtahin* but do not cross the limit of the replacement of the maintenance cost only. As for practice, the use of pawns carried out by *murtahin* exceeds the replacement of maintenance costs and gets a profit of 12.6% - 61.84 while the basis of lending is to help others and should not be deliberately sought for profit and it is included in *riba* and detrimental to one of the parties. The existence of profits obtained by *the Murtahin* through the use of pawns from the amount of debt given by *the Murtahin* to *the Rahin* or commonly referred to as the term added value, then it is clear that this added value is *riba*, and *riba* is prohibited both in the Qur'an and hadith and the scholars.

5. CONCLUSION

Based on the results of the study, it can be concluded that the act of using pawns by *murtahin* in terms of management rights which is completely a *murtahin* right is permissible in Islamic economics. This is because the goods used as pawns are oil palm plantations which are goods that require care and maintenance. But on the other hand, *murtahin* take advantage of pawned goods must not exceed the cost of care and maintenance. The act of using pawns by *murtahin* that exceeds the cost of maintenance, namely the profit or added value obtained by *murtahin* is something that is not allowed because it is included in *riba* and tyranny, then the funds used by *murtahin* to be used as capital in receiving pawns from oil palm farmers contain elements of *riba* because they are obtained from people's business credit loans carried out by Credit Agreement (interest).

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