



Convergence of Qard and Ijarah Agreements Evidence of Gold Pawn Products from Bank Syariah Indonesia

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ABSTRACT

The application of gold pawning in Islamic banks uses the concept of qardh and ijarah contracts with the guidance of Islamic economic law (sharia) with the provisions of the fatwa of the National Sharia Council (DSN) of the Indonesian Ulema Council (MUI). This study aims to determine the application of the Convergence of Qard and Ijarah Acts on Gold Pawn Products at Bank Syariah Palopo. The design in this research is field research that uses descriptive qualitative research methods with juridical analysis through observation, interviews. The results of this study reveal that the signing of qardh, rahn and ijarah contracts at Bank Syariah Mandiri Palopo is carried out separately to avoid gharar, jahalah and usury. Thus, qard products are not included in the hybrid contract category. The convergence of the gold pawn contract of Bank Syariah Mandiri Palopo City based on the research results is in accordance with the provisions of DSN fatwa No.25/DSN-MUI/III/2002 on

rahn and DSN fatwa NO.26/ DSN -MUI/III/2002 on gold pawning. Thus, the convergence/integration of the qardh contract and ijarah contract in the gold pawn product at Bank Syariah Mandiri Palopo is appropriate because it is in accordance with and fulfils the DSN fatwa.

A. Introduction

Examining the implementation of the convergence of Qardh and ijarah contracts in Islamic banks related to the gold pawn stipulated by the National Sharia Council (DSN) MUI No. 26/DSN/MUI/III/2002.¹ Regarding the convergence of Qardh and Ijarah contracts, the average scholar still focuses on the study of the ijarah contract aspect such as the study conducted by Mutia Maulia Nanda, Nandang Ihwanudin, & Muhammad Yunus which reveals that the ijarah contract is something that is permissible and has a beneficial value.² Firda Meilani Wijayanti Panji Adam Agus Putra & Redi Hadiyanto revealed that the Qardh contract system contains elements of usury in the lending and borrowing process and obtains benefits from the process of borrowing goods pawned by customers.³ Likewise, the report of Alif, Nasaruddin, & Nadia focuses on the DSN fatwa related to the Qardh contract.⁴

¹Ika. Indriasari, “Gadai Syariah di Indonesia.,” *BISNIS: Islamic Journal of Business and Management* 2, no. 2 (2019): 61-72.

²Mutia Maulia Nanda, Nandang Ihwanudin, and Muhammad Yunus, “Tinjawan Akad Ijarah Dalam Fiqih Muamalah Terhadap Penyewaan Pakaian Kebaya,” *Bandung Conference Series: Sharia Economic Law* 2, no. 1 (2022): 33–43, <https://doi.org/10.29313/bcssel.v2i1.335>., Lihat Juga, Suhadi Suhadi, “Implementasi Akad Ijarah Pada Pembiayaan BUMDes Mulya Bersama Desa Rotan Mulya,” *Jurnal Intelektualita: Keislaman, Sosial Dan Sains* 10, no. 1 (2021): 124–123, <https://doi.org/10.19109/intelektualita.v10i1.8180>., Lihat Juga, Anis Fittria, “Analisis Multi Objek Pada Akad Pembiayaan Ijarah Multi Jasa Di Bank Pembiayaan Rakyat Syariah,” *Iqtisad: Reconstruction of Justice and Welfare for Indonesia* 9, no. 1 (2022): 45–63, <https://doi.org/10.31942/iq.v9i1.6533>., Lihat Juga, Nurul Kasanah and Muhamad Mustaqim, “Relevansi Fatwa Dsn-Mui Pada Praktik Akad Ijarah Pembiayaan Multijasa,” *ISLAMICONOMIC: Jurnal Ekonomi Islam* 11, no. 1 (2020): 1–16, <https://doi.org/10.32678/ije.v11i1.191>.

³Firda Meilani Wijayanti, Panji Adam Agus Putra, and Redi Hadiyanto, “Tinjawan Fikih Muamalah Terhadap Pembiayaan Akad Qardh Di Bank Wakaf Mikro Barokah Pesantren Al-Masthuriyah Sukabumi,” *Bandung Conference Series: Sharia Economic Law* 2, no. 1 (2022): 11–22, <https://doi.org/10.29313/bcssel.v2i1.360>., Lihat Juga, Moh. Afif, Nasaruddin, and Nadia, “Implementasi Prinsip Hukum Ekonomi Syariah Pada Akad Qardh Di Bank Mega Syariah Cabang Palu,” *Tadayun: Jurnal Hukum Ekonomi Syariah* 3, no. 1 (2022): 75–86, <https://doi.org/10.24239/tadayun.v3i1.71>.

⁴Paisun et al., “Analisis Fatwa DSN MUI Nomor 19/DSN-MUI/IV/2001 Terhadap Implementasi Akad Qardh,” *ILTIZAMAT: Journal of Economic Sharia Law and Business Studies* 1, no. 2 (2022): 1–21, <https://doi.org/10.55120/iltizamat.v1i2.622>.

Previous studies have shown that their studies generally focus on certain aspects of contracts, including Qardh contracts and Ijarah contracts, as well as DSN fatwa analysis. Reviewing the report, no research results have been found that show the convergence of contract concepts such as Qardh contracts and Ijarah contracts on gold pawning in Islamic banks. Therefore, this study is to reveal the concept of contract convergence in the application of Islamic banks in Palopo Regency. Convergence of contracts at Khairunnisa & Joni Islamic banks, the contract system is still being reviewed separately,⁵ the contract system is still being reviewed separately, while the contract system at Islamic banks has implemented a special combination of contracts in pawning gold. This system appears when Islamic banks offer a gold pawn financing system with Sharia services to banks with Islamic labels.⁶ The development of sharia pawnshop services is relatively new in Indonesia, the operational concept refers to a modern administrative system with the principles of rationalism, effectiveness and efficiency in line with sharia principles.⁷

The concept of pawning gold in banking Rivai and Arifin put forward two basic operational principles of Islamic banks, namely Al-Ta'awun and Al-Ikhtinass. The concept of operational Al-Ta'awun is the principle of mutual help without burdening customers, and Al-Ikhtinass is the concept of money circulation so that it does not settle and the circulation of money continues.⁸ However, the concept offered is that collateral contributions must be maintained by the customer in accordance with the contract and the consent of both parties.⁹ This principle distinguishes between the practices of Islamic banks and conventional banks in terms of the financing offered to customers through Qardh and ijarah contracts.¹⁰

B. Method

⁵ Alya Khairunnisa and Joni, "Analisis Mekanisme Akad Rahn, Qardh Dan Ijarah Pada Produk Pembiayaan Mitra Emas IB Masalah: Studi Kasus Di BJB Syariah KCP Ciamis," *Eco-Iqtishodi: Jurnal Ilmiah Ekonomi Dan Keuangan Syariah* 3, no. 1 (2021): 1–10, <https://journal.ikopin.ac.id/index.php/ecoiqtishodi/article/view/587/269>.

⁶ Pamonaran. Manahaar, "Penerapan Gadai Syariah (Rahn) untuk Mendukung Perekonomian Masyarakat di Indonesia," *Dialogia Iuridica* 10, no.2 (2019): 97-104.

⁷ Surepno, Surepno. 'Studi Implementasi Akad Rahn (Gadai Syariah) di Lembaga Keuangan Syariah,' *TAWAZUN: Jurnal Hukum Ekonomi Syariah* 1, no. 2 (2020): 174-186.

⁸ Dodik Siswantoro. Alfisyahri, Naida Nur, "Praktik dan Karakteristik Gadai Syariah di Indonesia," *Share: Journal of Islamic Economics and Finance* 8, no. 2 (2017): 118-141.

⁹ Faridatun. Sa'adah, "Strategi Pemasaran Produk Gadai Syariah Dalam Upaya Menarik Minat Nasabah Pegadaian Syariah," *Al-Iqtishad: Jurnal Ekonomi Islam* 9, no. 1 (2019).

¹⁰ Galis Kurnia. Afdhila, "Analisis Pelaksanaan Pembiayaan Ar-Rahn (Gadai Syariah) Pada Kantor Pegadaian Syariah Cabang Landungsari Malang," *Jurnal Ilmiah Mahasiswa FEB* 8, no. 2 (2018); lihat juga, Pani Akhiruddin Siregar. Hasibuan, Dewi Kumala Sari, "Konsep Gadai Syariah Menurut Syafi'i Antonio," *Jurnal Riset Agama Medan* 11, no. 1 (2020).

The research design is descriptive qualitative research with juridical analysis as its focus. The data collection for this research was carried out by observation and direct interviews with the marketing division of Islamic banks and the leadership of the Palopo District Islamic Bank, as well as documents in the form of DSN fatwas as well as where the research took place at the Sharia Bank of Palopo Regency. The analysis of the research data uses descriptive and qualitative methods, meaning that this study describes the findings related to the application of Qardh contracts and Ijarah contracts as well as the concept of convergence of contracts in Islamic banks related to gold pawning.

C. Result dan Discussion

1. Implementation of Qard contract

In the Islamic banking system, there is a financing facility for lending (qard) to customers with gold as collateral in a qadai contract (rahn), whereby the bank stipulates that fees during storage are charged to customers based on a service contract (ijarah) system. The implementation of Qard objects (gold) contracts as collateral is collateral and/or a complement to the loan process applied by Islamic banking.¹¹ The lending process (Pawn) is that the customer and the bank make a contract before making (borrowing).

The Sharia lending system (Qardh) for customers prioritizes the contract system in the lending process. Mehdi Milia, Jean-Michel Sahutb, & Eryj Trimechec revealed that even though the Islamic banking system has risks in the use of aggregate data, the Islamic banking market system has discipline, and this system plays an important role.¹² This development has become the transmission of conventional banks, especially the lending process based on the aspects of assets carried out by Islamic banking. This has created market discipline in Islamic banking.¹³

The application of the Islamic banking Qard contract system to customers is a form of facilitation provided to customers who need loans in accordance with Islamic law. Based on this Anto 9 that:

¹¹Asep Dadang Hidayat et al., "Model Transaksi Al-Rahn Perspektif Nash Dan Al-Qanun Asep," *Ad-Deenar: Jurnal Ekonomi Dan Bisnis Islam* 7, no. 1 (2023): 99–114, <https://doi.org/10.30868/ad.v7i01.4050>.

¹² Hidayat et al.

¹³Mehdi Mili, Jean Michel Sahut, and Eryj Trimeche, "The Role of Islamic Banks in the Transmission of Liquidity Shocks across Countries," *Journal of Economic Issues* 49, no. 1 (2015): 197–225, <https://doi.org/10.1080/00213624.2015.1013887>.

“The implementation of the Qard contract in Islamic banking is the distribution of funds to customers with a mutually agreed upon time and this Qard contract system can be returned by the customer without having to pay additional funds from the principal of the loan when the loan is repaid. from loaned funds”¹⁴

Sudianto & Widianati reported that the Qard contract system states that each customer is not allowed to pay additional fees for loans made by Islamic banks. The system is a provision that has been regulated in Islamic law.¹⁵ Therefore, contracts and agreements accompanied by administration are important evidence in the implementation of the Qard contract. The convergence of the sharia system and administration is a complement to realizing certainty in the contract process carried out by both parties.

2. Ijarah contract

Nadhira Wahyu Adityarani & Lanang Sakti revealed that the Ijarah contract has undergone development from a conceptual point of view. Ijarah contracts are not only used in banking, but the concept is also applied to the Islamic capital market. In the ijarah contract system, the parties are required to make a Kabul consent for the goods or objects to be mortgaged.¹⁶

With the position of applying the ijarah contract concept to banks in Indonesia, especially in the Palopo district, the leadership of the Islamic bank revealed that:

“The ijarah contract used in the Gold Backed Pawn product is as a fee for loan collection and maintenance, namely the customer pays a storage fee related to the maintenance cost of the item deposited”¹⁷

The implementation of the ijarah contract, that is the qabul consent of the parties, apart from the security and maintenance of the goods deposited by the customer at the bank. Besides that, the contract system is implemented. Nadhira Wahyu Adityarani & Lanang Sakti revealed that in the Shari'a to enter into an ijarah contract, there are specific provisions, including a minimum age of

¹⁴Interview with Anto, marketing department at Bank Mandiri Syariah, 6 August 2022

¹⁵ Prohajj Pada et al., “Implentasi Akad Qard Dalam Kaitannya Dengan Sifat Ta ' Awun,” *Jurnal Manajemen Dan Bisnis Ekonomi* 1, no. 1 (2023): 159–74.

¹⁶Lanang Sakti and Nadhira Wahyu Adityarani, “Tinjauan Hukum Penerapan Akad Ijarah Dan Inovasi Dari Akad Ijarah Dalam Perkembangan Ekonomi Syariah Di Indonesia,” *Jurnal Fundamental Justice* 1, no. 2 (2020): 40–50, <https://doi.org/10.30812/fundamental.v1i2.900>.

¹⁷Interview with the leadership of Bank Mandiri Syariah, 6 August 2022

approximately 7 years old (musta'jir) and that items pawned are privately owned (Mu'jir).¹⁸

With regard to ijarah contracts in Islamic banking, Anto shows as part of marketing 9 that the ijarah contract system is as follows:

*"The application of the ijarah contract in Islamic banks, which is paid by the customer is the place of storage or Warehouse rent. The place is provided by the bank for the security of the customer's goods (gold) when pawned"*¹⁹

The ijarah contract system is related to the pawning of goods (gold) in Islamic banks. Shafifa Rezaldi Prayoga & Joko Susilo revealed that the payment system for gold leases for mortgaged gold is paid 15 days before maturity. Then the principle position applied to banking is that these provisions have fulfilled the elements of Islamic law in accordance with the DSN MUI fatwa regarding its implementation.²⁰

Based on the statement above, the ijarah contract used in sharia pawnshops is the transfer of usufructuary rights to goods or services through payment of rent, without following the transfer of ownership rights to the goods themselves.²¹ In this case, it was found that in the implementation of sharia gold pawning, several contracts were combined into one transaction agreed upon by both parties.

This multi-contract transaction is valid according to the DSN fatwa, which explains it as follows: This is clearly a new development because traditional experts have never studied it in fiqh texts before. However, it is important to remember that one contract cannot function as a core product. sharia banking items. These dual contracts, which combine one contract with another to produce a particular product, have a number of distinctive features.

Based on DSN fatwa No.25/DSN-MUI/III/2002 concerning rahn and fatwa NO.26/DSN-MUI/III/2002 concerning gold pawning, if it is associated with the convergence of qard contracts and ijarah contracts of gold pawning at Sharia Banks in the city of Palopo that compliance and implementation of the provisions of the DSN are fully complied with by Islamic Banks so that the pawn practices

¹⁸Sakti and Adityarani, "Tinjauan Hukum Penerapan Akad Ijarah Dan Inovasi Dari Akad Ijarah Dalam Perkembangan Ekonomi Syariah Di Indonesia."

¹⁹Interview with Anto, marketing department at Bank Mandiri Syariah, 6 August 2022

²⁰Shafifa Rezaldi Prayoga and Joko Susilo, "Analisis Penentuan Biaya Sewa Penyimpanan Akad Ijarah Pada Produk Gadai Emas Di Bank Mandiri Syariah Kantor Cabang Pembantu Pahlawan," *JESM: Jurnal Ekonomi Syariah Mulawarman* 2, no. 2 (2022): 23–34.

²¹Avrillia Wulandari Putri Supriyadi, Ifa Hanifah Senjiati, and Arif Rijal Anshori, "Tinjauan Akad Ijarah Terhadap Wanprestasi Sewa Menyewa Indekost Pada Masa Pandemi Covid-19," *Jurnal Riset Ekonomi Syariah* 1, no. 2 (2021): 123–34, <https://doi.org/10.29313/jres.v1i2.440>.

carried out by customers have fulfilled the elements of the Shari'a including the security and guarantee of the goods pawned.²²

The DSN fatwa clearly states the terms of the pillars of gold pawning, namely that there must be a murtahin (guarantee), rahin (goods surrendered), and marhun (pledge goods). Gold pawning in Islamic Banks fulfills the legal terms and conditions of gold pawning according to the DSN fatwa, namely murtahin (Bank Syariah Mandiri), rahin (customer), marhun (pledge goods in the form of gold bars or gold jewelry), and Sharia Banks as murtahin according to the DSN fatwa have the right to detain marhun (goods paid) until the customer repays the debt. Bank Syariah Mandiri is only entitled to hold marhun.

DSN Fatwa No. 25/DSN-MUI/III/2002 Regarding rahn, it is stated that the maintenance and storage of marhun is basically a rahin obligation, but mutahin can also do it when handing over a gold pawn. In Islamic Banks, marhun must be kept and administered directly by the bank. If, at the determination of the loan or debt repayment maturity date, the customer cannot repay the loan, then the guarantee will be facilitated by the bank for the execution or auction process.²³

3. The Concept of Pawning Gold in Islamic Banking

The lending facilities provided by Islamic banks apart from the administrative process are concrete evidence, but customers and banks also comply with Islamic law provisions so that the pawning process is in line with the provisions of the Shari'a. Based on Farida's personal information as a marketing department at a Sharia Bank, the following is revealed:

*“Operational gold pawning financing using Qardh Ijarah contracts is usually used by Islamic banks. In accordance with the theoretical basis of the rahn concept, basically Islamic banks operate on two Islamic transaction contracts. A qardh contract is a financing product in the form of a lending and borrowing transaction without compensation with the obligation of the borrower to return the loan principal at once or in installments within a certain period of time.”*²⁴

There are three reasons put forward regarding the illegal pawning of gold, namely: (1) In pawning gold, there is an advantage to taking rather than giving. Even though it is called ujah for deposit services, in essence it is only legal

²²Berkah. Ilyas, “Pegadaian dalam Perspektif Hukum Islam,” *Al-'Adalah* 16, no. 1 (2019): 1-16.

²³ Sirril Latifah Al Usmaniyah, “Penerapan Akad Ijarah Muntahiya Bit Tamlik Dalam Bank Syariah,” *AL-KHARAJ* 2, no. 1 (2022): 22–44, <https://doi.org/10.30863/alkharaj.v2i1.2276>.

²⁴Interview with Farida, marketing department at Bank Mandiri Syariah, 6 August 2022

engineering (hilah) to cover usury by obtaining profits from giving debt, whether in the form of subsidiaries, gifts, or other benefits. Even though the profit is clearly usury, which is forbidden or haram. (2) In gold pawning, fees or *ujrah* for safekeeping/safekeeping services are borne by the guarantor or mortgager (*rahin*), namely the customer. Meanwhile, costs must be borne by the recipient of the guarantee or pawn shop (*murtahin*), namely Islamic banks. (3) In the pawning of gold, there is a double contract, namely the combination of *rahn* and *ijarah* contracts.²⁵

Some theologians allow multiple contracts. However, it should be pointed out that even religious scholars allow it, but they have prohibited the merging of the *tabarru* contract, which is a non-commercial contract (*card* or *rahn*), with a commercial contract (*ijarah*). From the explanation above, it can be understood that the merging of the three contracts into one causes multiple contracts, which is prohibited. However, one thing that must be considered is whether several contracts are combined into one, stand-alone, or are separate. Contracts incorporated in gold pawning products are included in the category of multi-opposite sex contracts. This category consists of *qard* and *rahn*, which are types of *tabarru* contracts, while *ijarah* is included in *muawadhah* contracts.²⁶ In the draft contract, the signing of *qard*, *rahn*, and *ijarah* contracts must be done separately.²⁷ The separation of the signings in this contract is intended to avoid any relationship or dependency between one contract and another. That is, the determination of the cost of safekeeping is not based on the amount of the loan (*qardh*) but on the costs incurred for safekeeping or storage of collateral (*ijarah*).²⁸

DSN Fatwa No. 26/DSN-MUI/III/2002 concerning gold *rahn* states that the costs of storing goods are borne by the *rahin*, these costs are based on expenses that are really needed. This storage fee is based on an *Ijarah* contract. DSN Fatwa No. 25 states that the cost of maintaining and storing *marhuns* is not determined based on the size of the loan.

²⁵Herman Karamoy. Isini, Adistya, "Evaluasi Penerapan Akuntansi Pergadaian (*Rahn*) Syariah di PT. Pegadaian (Persero) Cabang Manado.," *Jurnal EMBA: Jurnal Riset Ekonomi, Manajemen, Bisnis dan Akuntansi* 5, no. 2 (2017).

²⁶Ivan. Setiawan, "Penerapan Gadai Emas Pada Bank Syariah Dalam Perspektif Hukum Ekonomi Islam.," *Al-Daulah: Jurnal Hukum dan Perundang-undangan Islam* 6, no. 1 (2016).

²⁷Silvia Nur Febrianasari, "Hukum Ekonomi Islam Dalam Akad *Ijarah* Dan *Rahn*," *Qawānīn Journal of Economic Syaria Law* 4, no. 2 (2020): 56–76, <https://doi.org/10.30762/q.v4i2.2471>.

²⁸Jazil dan Tita Nursyamsiah. Edgina, Lydia. Thuba, "Memperkuat Peran Pegadaian Syariah dalam Pembiayaan Syariah bagi UMKM: Pendekatan Anp.," *Tazkia Islamic Finance and Business Review* 10, no. 1 (2016).

In practice, Islamic banks apply sharia principles in determining these costs. These costs consist of administration and rental costs, while the rental costs are not based on the amount of the loan but on the carat content of the gold. The cost of renting a place is incurred for maintenance costs, security costs, and insurance costs.

The auction procedure in part two of the DSN fatwa NO.25/DSN-MUI/III/200229 concerning rahn states that murtahin is obliged to warn rahin to pay off his loan when it is due. Islamic banks follow the DSN fatwa regarding repayment of the due date, the bank is required to contact the customer regarding the maturity of the loan, at least four days before the loan maturity date ends before the auction. Banks provide opportunities for customers to pay off as well as pay off installments or extend loan agreements. In the DSN fatwa it is stated that mutahin can be sold by force/by auction according to sharia, if Rahin is still unable to pay off his loan when it is due. The proceeds from the marhun/goods auction are used to pay off customer debts/loans. Excess sales proceeds belong to rahin and any shortfall becomes rahin's obligation.

Islamic banks describe transparency regarding Islamic bank products in their financial reports. Regarding transparency regarding Islamic bank products, of course it will provide information to stakeholders, especially prospective customers, regarding the various products available in Islamic banks. So that potential consumers have an idea of the types of products. Basically financial supervision and product transparency are intended to increase the trust of everyone with an interest in the bank. Islamic banks from a financial perspective are considered healthy and in accordance with Islamic rules/principles. Sharia Banks also do not contain provisions that threaten the interests of customers who keep their funds at the bank.³⁰

Based on the Islamic finance framework, supervision must cover at least two main dimensions; (1) Compliance with the standards set by the Basel committee, and (2) legal provisions regarding banks and finance that are in accordance with sharia norms in each country to give public confidence in the offered sharia products that are not the same as conventional banking systems.

²⁹Suprayogi. Rahman, Lina Aulia dan Noven, "Analisis Kesesuaian Akuntansi Transaksi Gadai Emas Syariah Dengan Fatwa PSAK dan DSN MUI (Studi Kasus Praktek Gadai Emas Pada Pegadaian Syariah Di Surabaya).," *Jurnal Ekonomi Islam Teori dan Terapan* 2, *tidak* . 11 (2015).

³⁰Selamat Maamor. Ismail, Abdul Ghafar, Widiyanto B. Mislan Cokro, "Studi Perbandingan Efisiensi Relatif Pegadaian Konvensional dan Syariah.," *Keuangan Syariah untuk Usaha Mikro dan Menengah* 8, no. 2 (2018): 185-195.

Sharia bank supervision is generally carried out by Bank Indonesia (BI) as the bank supervisory authority. However, specifically supervision is carried out by the Sharia Supervisory Board (DPS). DPS is an independent institution tasked with directing, consulting, evaluating, and monitoring/supervising in order to ensure that Islamic bank business activities are in accordance with sharia principles stipulated in the DSN-MUI fatwa.

Among the characteristics of a plural contract are: (1) the perpetrators of the contract are the same, where the perpetrators of this contract are the same person; for example, he is the buyer and he is the bank representative to buy certain goods. In accordance with the wishes of the bank, (2) the object of the contract is the same; for example, the object of the contract is the house purchased and represented to be purchased, namely the house (3) the consequences of the contract are the same; (4) the influence of one of the contracts (wihdatu al-maandzumah), (5) ta'alluq/muwatha'ah (mutual understanding) between the two contracts. From these characteristics, it can be concluded that multiple contracts are: several contracts designed to become one contract package, which has stages and parts of the contract.

Some contracts are made because they meet market, industry, and customer needs, for example, reducing risk, increasing profits, and so on. Among the forms of multiple contracts are: (1) Combining two contracts without any ta'alluq (dependency) means that the contracts are combined; one contract with another is not interdependent, meaning a contract that combines more than one contract without having to fulfill one of the conditions above and without prior approval. (2) Merging two contracts with ta'alluq (dependency) means that one contract depends on another contract so that it combines more than one contract by requiring one of them as another condition without prior agreement for that. (3) Merging two contracts with muwatha'ah means combining two or more contracts without any agreement with the previously made agreement (Muwathaah), but it is not obligatory for one of them to become a requirement for the other.³¹

D. Kesimpulan

Gold pawning financing is a financing product at Bank Syariah Mandiri, which provides gold pawning financing facilities to customers using qard, rahn, and ijarah contracts. The three contracts have their respective functions: The qard contract functions as a financial loan binding contract. Rahn to tie up gold as collateral for a

³¹Mujahidin, "Rekonstruksi Akad Muamalah dan Penerapannya dalam Ekonomi Syariah," *Jurnal Iqtisaduna* 5, no. 1 (2019).

financial loan. Ijarah for binding the use of storage and maintenance services to collateral for financial loans. In the design (clause) of the qardh contract on gold pawning, the signing of the tabarru (qard and rahn) contract and the muawadhah (ijarah) contract must be carried out separately to avoid gharar and jahalah. Thus, Qard products are not included in the hybrid contract category. The convergence of the gold pawning contract of Bank Syariah Mandiri in Palopo City is in accordance with the results of the study and the provisions of DSN fatwa No. 25/DSN-MUI/III/2002 concerning rahn and DSN fatwa No. 26/DSN-MUI/III/2002 concerning gold pawning. Thus, the convergence/integration of qardh contracts and ijarah contracts on gold pawn products at Bank Syariah Mandiri Palopo is appropriate because they comply with the DSN fatwa.

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