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Determination Of The Cost Maintenance Of Pawned Goods In Islamic Law The Perspective

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Abstract

This study aims to determine the cost of maintaining the pawned goods at the Syari'ah Pawnshop and determine the costs and responsibilities of the Syari'ah Pawnshop in the maintenance of goods according to Islamic Law. This research is field research with a qualitative research type. The method used is a descriptive analysis method with data collection techniques through interview observations and documentation review. The results of the study show the practice of determining the cost of maintaining goods at the Syari'ah Pawnshop with loans ranging from IDR 50,000, - to IDR 200,000,000, - or more if there is a discount, then there is a

change. The maximum loan period is 4 months or 120 days and can be extended by paying for services only or in installments of some of the loan money. The cost of renting a place for storing pawned goods is based on the amount of the tariff for storage services for 10 days. Determination of maintenance costs and goods responsibility according to Islamic law is permissible as long as it does not exceed normal limits.

Introduction

Everyone who pawns at the Syari'ah Pawnshop in the contract requires a maintenance fee that has been determined based on the estimated goods being pawned. If the item is gold, the estimator takes into account the caratage of gold and the volume and weight of the pawned gold. The fee charged is the cost of storing goods, not the cost of the loan, because profit-taking loans are not allowed.

The forms of transactions that occur in Syari'ah Pawnshops are various, one of which is a lease agreement. A lease is a contract for benefits with a reward. The object of the lease, in this case, is the object or valuables. About a large number of financing that uses the leasing contract system in banking and non-banking businesses, it is necessary to know about the mechanisms related to this matter. And the mechanism must also be by the precautionary principle to increase the efficiency of the performance of a financial institution.

A lease is a contract to allow the ownership of a known and intentional benefit of a substance being leased in exchange for (Suhendi, 2011). A lease is a wage or reward for the use of an object or an activity (Mariana, 2022). Retribution for services rendered in return for the benefits of a job, in addition to a general understanding, which includes wages for the use of an object or reward for an activity or wages for doing an activity. (Suhendi, 2011). While the pawns hold one of the Borrower's properties as collateral for the loan he received (Antonio, 2007).

Lease contract on pawn products in Syari'ah Pawnshops is a concept that is used to make a profit. The pawn contract itself is a social contract, namely mutual assistance. Thus, the pawned product requires the concept of a lease contract to make a profit. Pawn and lease contracts are in one product where the pawn contract is non-profit while the lease contract is profit (Hasan & Rosdaliana, 2006).

Syari'ah Pawnshops are one of the sharia financial institutions in Indonesia that distribute funds to the lower middle-class Muslim community in the form of money loans with collateral in the form of valuables. One of its superior products is pawn products. Pawn products themselves use the lease agreement and the pawn agreement itself. Lease and pawn contracts are two contracts that cannot be separated from each other if we make pawn transactions at sharia pawnshops.

In Indonesia, the legality of pawning is contained in the DSN fatwa Number 25 of 2002 (MUI, 2002). In this gold pawn financing, two contracts are used, namely, a loan agreement in the framework of a pawn and a lease or lease agreement. This means this contract is a loan agreement from the bank to the customer accompanied by the assignment of duties so that the bank maintains the

collateral that has been submitted by the customer. The purpose of the pawn agreement is to provide a guarantee of repayment to Islamic Financial Institutions in providing financing.

As for the goods pawned by members, they must meet the following criteria: (1) belonging to the members themselves; (2) it is clear that the size, nature, and value are determined based on the real market value; (3) can be controlled but may not be used by members (Sudarsono, 2003). In theory, a pawn makes an object of value according to the law view as debt-dependent with the object being the dependent, then all or part of the debt responsibility can be accepted. (Basir, 1983).

The amount of maintenance and storage costs of the pawned goods cannot be determined based on the loan amount but is calculated based on the value of the goods. The Syari'ah Pawnshop collects maintenance and storage fees for pawned goods by charging an additional percentage of payment to the owner of the pawned goods. Additional costs are in the form of insurance, maintenance costs, and storage of pawned objects.

Through a pawn agreement, customers get loans or financing without being burdened with administrative costs. The customer submits movable goods, and then the pawnshop stores and maintains them in the provided place. As a result of this storage process, costs arise, which include the investment value of the storage area, maintenance costs, and the entire process of its activities. On this basis, it is justified for Syari'ah Pawnshops to charge service fees to customers according to the amount agreed upon by both parties (Huda & Heykal, 2013).

The gold pawn, in terms of determining service rates, always changes according to the number of loans provided by the Syari'ah Pawnshop. If the greater or maximum the estimated amount lent to customers, the greater the customer will be charged a service rate. Vice versa, if the smaller the amount of loan provided, even though the estimated goods being pawned are the same, the lower the service fee charged to customers. The procedure for binding collateral objects that do not belong to the pawnbroker is the same as legally binding collateral objects, as evidenced by Loan Proof (Yunita et al., 2019).

The purpose of this research is to find out the practice of determining the cost of maintaining the pawned goods and determining the costs and responsibilities of the Syari'ah Pawnshop in the maintenance of goods according to Islamic law.

Theoretical foundation

Maintenance of Pawn Items

Pawned goods are trusted in the hands of the pawnee. As the holder of the mandate, then he is obliged to maintain such as maintaining a deposited property. As long as the pledged goods are in the hands of the pawnbroker, then his position is only a mandate entrusted to him by the person who gave the pledged goods.

Efforts to maintain the safety of the pawned goods can be held in a maintenance agreement (Anshori, 2011). The pawnee may not hand over the maintenance to another person, and he also cannot entrust it to another person. If that happens, then he bears it. In this case, the pawnee may use the pawned goods if the conditions are (Kelibia, 2004).

Pawn

Pawn is meant to hold the property of the Borrower as collateral for the loan he received, the party who holds it obtains a guarantee to take back all or part of the debt. With this contract, the Pawnshop holds movable goods as collateral for the customer's debt (Hamdiyah, 2019). Pawn is a tangible financial transaction that has existed for a long time and has occurred in the history of the development of human life (Auliya et al., 2021).

Pawn is a right obtained by a creditor on a movable property that is growing or not growing, which is given to him by the debtor or other person on his behalf to guarantee a debt, and which will authorize the creditor to get repayment of the goods first then the creditor. - other creditors except the costs to auction the goods and the costs that have been incurred to maintain the object, which costs should take precedence (Yuliasyah, 2018).

Islamic law

Islamic law is a law based on the Qur'an (Badudu & Sultan M. Jain, 2001). Islamic law is a series of words, law, and Islam. Separately law can be interpreted as a set of regulations on human behavior that are recognized by a group of people, compiled by people who are authorized by that society, and apply and bind all its members. When the word law is combined with the word Islam, then Islamic law is a set of rules based on the revelation of Allah and the *Sunnah* of the apostle regarding the behavior of the *mukallaf* human, which is recognized and believed to be binding on all who are Muslims.

Islamic law is a series of the words law and the word Islam. The two words, separately, are words used in Arabic and found in the Qur'an and also apply in Indonesian. Islamic law is a set of rules regarding human behavior recognized by community groups compiled by people who are authorized by that society; valid and binding for all members (Mutawali, 2017).

Research methods

The research method that the author uses in this study is descriptive analysis, which is a method whose problem-solving is investigated by describing or describing the current state of the subject or object of research based on the facts that appear or as they are. (Nufiar et al., 2020). The research approach used in this study is qualitative (Sugiyono, 2013).

Data collection techniques are the most strategic step in research because

the main purpose of research is to obtain data. To obtain concrete data, the author uses data collection techniques (Mariana & Ibrahim, 2022; Mariana & Ramadana, 2020). Furthermore, this research was conducted at Syari'ah Pawnshop.

Results and Discussion

The practice of Determining the Cost of Maintenance of Pawned Goods

The cost of maintaining goods is indeed very closely related to the lease contract because, indeed, services arise due to the existence of a rental contract. A lease contract is a contract of transfer of usufructuary rights over goods and services, through payment of rental wages, without being followed by a transfer of ownership of the goods themselves. In practice, there are several pawnshop products, namely Hajj financing, online multi-payments, gold consignment, gold savings, noble, BPKB financing, and sharia pawning.

For sharia pawn financing, the Syari'ah Pawnshop is the right solution to the need for fast funds that are sharia-compliant. For a fast process, only 15 minutes of liquid funds and safe storage. Collateral in the form of jewelry, electronics, or motor vehicles. The advantage of pawning is that pawn services are available at Syari'ah Pawnshop Outlets throughout Indonesia. With a very easy submission procedure, namely prospective customers or debtors only need to bring collateral in the form of gold jewelry and other valuables to the pawnshop outlet. With a very fast loan process, it only takes 15 minutes. The requirements for pawning are a photocopy of an ID card or other official identity, submitting collateral, and for motorized vehicles to bring the original BPKB and STNK.

The procedure practiced so far at Syari'ah Pawnshops is that Pawn services are available at more than 600 Syari'ah Pawnshop outlets throughout Indonesia. The application procedure is very easy, the loan procedure is very fast, it only takes 15 minutes, loans start from 50 thousand rupiahs to 200,000,000,- or more if there is a discount then there is a change, the maximum loan period is 4 months or 120 days and can be extended by paying the rent only or paying off part of the loan money, repayment can be made at any time by calculating the rent during the loan period, without the need to open an account, the customer receives a loan in cash, and the collateral is stored safely at the pawnshop.

The time given to the customer in the case of a pledge is a maximum of 4 months or 120 days and can be extended by paying for services only or in installments of a portion of the loan money. Repayment can be made at any time by calculating the service during the loan period without the need to open an account, the customer receives a loan in cash, and collateral items are stored safely at the Pawnshop. Pawns can be made in monthly installments or by only paying maintenance fees.

The basis for determining the cost of maintaining goods under a lease agreement is the decision of the central Pawnshop based on the Qur'an surah Al-

Maidah verse 1, which means, O you who believe, fulfill the contract. Animals are lawful for you, except those which are read to you. (that is) by not justifying hunting while you are doing Hajj. Verily, Allah sets the laws according to His will. And based on the fatwa of the National Sharia Council Number: 25/DSN-MUI/III/2002 concerning pawning, which reads: that loans by pledging goods as collateral for debt in the form of pawns are allowed on the condition that (1) the recipient of the pawn (the recipient of the goods) has the right to hold the goods pawn (goods) until all debts of the Borrower (who delivered the goods) are repaid; (2) the pledged goods and their benefits remain the property of the Borrower. In principle, the pawned goods may not be used by the pawnee except with the permission of the Borrower, without reducing the value of the pawned goods, and their use is merely a substitute for the cost of maintenance and care; (3) the maintenance and storage of pawned goods is basically the obligation of the Borrower, but can also be carried out by the recipient of the pawn, while the costs and maintenance of storage remain the responsibility of the Borrower. (4) the amount of maintenance and storage costs for pawned goods should not be determined based on the loan amount without reducing the value of the pledged goods, and their use is merely a substitute for the cost of their maintenance and care; (3) the maintenance and storage of pawned goods is basically the obligation of the Borrower, but can also be carried out by the recipient of the pawn, while the costs and maintenance of storage remain the responsibility of the Borrower. (4) the amount of maintenance and storage costs for pawned goods should not be determined based on the loan amount without reducing the value of the pledged goods, and their use is merely a substitute for the cost of their maintenance and care; (3) the maintenance and storage of pawned goods is basically the obligation of the Borrower, but can also be carried out by the recipient of the pawn, while the costs and maintenance of storage remain the responsibility of the Borrower. (4) the amount of maintenance and storage costs for pawned goods should not be determined based on the loan amount (MUI, 2002).

The calculation of the rental contract in the maintenance of goods is the rental fee for the place of storage of Sharia pawned goods based on the amount of the storage service rate, for example, (1) the estimated value of the collateral goods that are pawned; (2) the calculation of the tariff for the said storage service, which is a multiple of 5 (five) days so that one day is counted as 5 (five) days; (3) the rate for saving services are calculated per 5 (days). In addition, things that need to be explained are (1) jewelry, if the collateral is redeemed, then a deposit service of IDR 8,000 per 10 days (loan IDR 1,000,000, -) of storage period is applied for each time the estimated value of the pledged item is multiple golds; (2) electronic goods, household goods and the like, a deposit service of IDR 8,500,- per 10 (ten) days of storage period is taken for a loan of IDR 1,000,000.- (3) motorized vehicles, a rental rate of IDR 10,000 per 10 (ten) days of storage is taken; (4) The time limit for the deposit fee is 4 months or 120 days, but if before 4 months, for example, three months the customer has been able to return it, the

Syari'ah Pawnshop can take a policy of remaining one-month payment if required for 4 months is IDR 400,000 then IDR 100,000 as a bonus for customers, so that what customers pay to the Syari'ah Pawnshop is IDR 300,000- (simulation only). The service is a pawn fee that is the right of the owner of the funds, in this case, the Syari'ah Pawnshop. However, for now, the service has been determined and has been valid for the last month. The amount of the savings service rate at the Syari'ah Pawnshop has its formula and is calculated every ten days, namely the service rate = (estimated/10).

The practice of maintaining the cost of goods is inseparable from obstacles or risks, but at the Syari'ah Pawnshop, for now, there are no worrying obstacles, only small obstacles that can be faced by simply calling or sending a short message as a notification if it is due / grace period. The implementation of service tariffs in pawning can change according to the type of goods and policies of the leadership at the Syari'ah Pawnshop. Such as period, multiples of days on calculation, deposit service rate, and percentage multiplied by the estimate.

Based on the explanation above, the author can conclude that loans start from IDR 50,000 to IDR 200,000,000 - or more. If there is a discount, then there is a change. The loan period is a maximum of 4 months or 120 days and can be extended by paying a service fee only or in installments. Some borrowed money. The cost of renting a place for storing sharia pawned goods is based on the amount of storage service rates with a period of 10 days. The basis for determining the cost of maintaining the pawned goods is a decision from the central Pawnshop based on the Qur'an surah Al-Maidah verse 1 and the DSN-MUI fatwa No: 25/DSN-MUI/III/2002.

Determination of the Cost of Maintenance of Pawned Goods in Islamic Law The Perspective

The cost of maintaining and maintaining the mortgaged goods is the responsibility of the Borrower. The fee may not be determined based on the amount of pawned goods. If the pledged goods have matured, the recipient of the pledge immediately reminds the Borrower to pay it off. If it cannot be paid off, then the pawned goods are sold forcibly through a sharia auction, and the proceeds are used to pay off the pawned goods, the unpaid maintenance, and storage costs of the pawned goods, as well as the cost of the auction. If there is an excess of the auction proceeds, then it becomes the property of the Borrower. And vice versa, if there is a shortage, then it is again the obligation of the Borrower.

Determination of the cost of maintaining goods according to Islamic law is permissible as long as it does not exceed the normal limits of habit or custom. Customs is something that is not foreign to a society because it has become a habit and is integrated with these habits, either in the form of words or deeds. Furthermore, he added that it is permissible to determine the cost of maintenance as long as it does not harm either party. As long as it does not oppress others, the cost of maintaining goods is permissible in Islam.

The procedures carried out at the Syariah Pawnshop are by Islamic Sharia, and the determination of the cost of maintaining the pawned goods at the Syari'ah Pawnshop is allowed according to Islamic Sharia. As long as the procedure at the Pawnshop does not oppress its customers, it is by Islamic law. The maintenance cost of the mortgage is the property of the person who pawned it. As for the recipient of the pledge, he may not take the benefit of the pledged item, except if the item is in the form of a vehicle or animal whose milk is taken, then he may use and take his milk if he provides a living (in the sense of maintaining the item). The use of the pawned goods, of course, is by the amount of income spent and pays attention to justice

The pawned goods may not be used by the pawnee except with the permission of the Borrower, without reducing the value of the pawned goods, and their use is merely a substitute for the cost of maintenance and care. The maintenance and storage of pawned goods is the obligation of the Borrower but can be carried out by the pawned goods, while the cost of maintaining the storage remains the responsibility of the Borrower. It is not permissible to use the pawned property except with the permission of the owner of the goods and without coercion.

Based on the results of the explanation, it can be concluded that the determination of the cost of maintaining goods according to Islamic law is permissible as long as it does not exceed the normal limit. The procedure practiced at the Syari'ah Pawnshop is by Islamic Law, and the determination of the cost of maintaining the pawned goods at the Syari'ah Pawnshop is permitted under Islamic law.

Conclusion

1. The practice of setting the cost of maintaining the pawned goods at the Syari'ah Pawnshop with loans ranging from 50 thousand rupiahs to IDR 200,000,000- or more if there is a discount, then there is a change, the loan period is a maximum of 4 months or 120 days and can be extended by paying a service rate or repay part of the loan money. The cost of renting a place for storage of sharia pawned goods is based on the amount of the tariff for storage services with a period of 10. The basis for determining the cost of maintaining the pawned goods is the decision of the central Pawnshop based on the Qur'an Surah Al-Maidah paragraph 1 and the DSN-MUI fatwa No: 25 /DSN-MUI/III/2002.
2. Determination of maintenance costs and goods responsibility according to Islamic law is permissible as long as it does not exceed normal limits. The procedure practiced at the Syari'ah Pawnshop is by Islamic Law, and the determination of the cost of maintaining the pawned goods at the Syari'ah Pawnshop is permitted under Islamic law.

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