



# The Law on Using Pawned Goods Without the Owner's Permission Perspective of Dsn Fatwa Number 25/Dsn-Mui/Iii/2002 Concerning Rahn (Case Study of Sipolu-Polu Village, Panyabungan District, Mandailing Natal Regency)

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**Abstract:** Pawning is permitted in Islamic law. In Islam, pawning is a contract that has the principle of mutual assistance that does not seek profit. Pawned goods or also called marhun are collateral or ransom goods to obtain loans. The use of pawned goods that occurred in Sipolu-polu Village is that the pawned goods are used by employees of the recipient of the pawned goods. The occurrence of the use of pawned goods is very interesting to study. Therefore, the purpose of this study is to determine the law on the use of pawned goods by the recipient of the pawned goods in Sipolu-polu Village. This research method uses qualitative with a descriptive approach and to obtain data, the author conducted observations and interviews with the intention of knowing and observing directly about the law on using pawned goods without the owner's permission that occurs in the Sipolu-polu Village community. The results of the study stated that the law on the use of pawned goods without the owner's permission in Sipolu-polu Village is not allowed or haram according to DSN-MUI Fatwa Number 25/III/2002 because the murtahin may not take advantage of the pawned goods without the permission of the rahn. This is based on the fact that in a pawn the principal agreement is a debt, and in a debt, what applies is the principle of mutual assistance (ta'awun) and not seeking profit.

**Keywords:** Use, Pawned goods, DSN-MUI Fatwa

## 1. Introduction

Everyone interacts with each other to fulfill each other's needs and help each other (Saragih, 2021), (Tenri Awaru, 2021). Therefore, it is very important for us to know the rules of Islam in all aspects of our daily lives including in our social interactions with fellow human beings, especially in terms of transferring property from one hand to another. Life in the world implies that everyone depends on others. Therefore, society cannot live alone to fulfill all its needs. Humans are creatures who always and absolutely need other people (Yuhana & Tarlam, 2023), (Hisyam, 2021). In other words, humans are said to be social beings. Therefore, humans must also have relationships with other people: in Islam, muamalah is to establish good relationships with other people between fellow human beings (Ulvianti, 2023), (Hidayat, 2017).

Humans are social creatures and live together among other humans. In concrete form, humans socialize, communicate and interact with other humans (Azmi, 2016), (Mailani, Nuraeni, Syakila, & Lazuardi, 2022). This situation occurs because in humans there is a drive to live in society. As mentioned at the beginning of this article, Islam has provided basic rules to humans in matters of worship and muamalah (Mufid, 2019), (Nurhayati & Sinaga, 2018).

Muamalah itself is the rules of Allah that regulate human relations with humans in their efforts to obtain their physical necessities in the best way. There are many forms of muamalah in Islam, one of which is the issue of pawning. (Hidayat, 2019) Sometimes

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humans will not always have all their life needs met, sometimes they will need something they don't have themselves, or maybe one time they need money but don't have it, so one alternative way is to borrow money from others by pawning their valuables. Pawn loans are part of the practice of muamalah, often practiced not only as a concept and social reality, but also as a need to overcome financial difficulties (Palupi & Irawan, 2020), (Yunus, 2022).

Pawning is making an item as collateral for a debt transaction. Pawning is also a right obtained by someone who has a receivable on a movable item. The movable item is handed over to the creditor by a person who has a debt or by another person on behalf of the person who has a debt. The person who has the debt gives the creditor the authority to use the movable item that has been handed over to pay off the debt if the debtor cannot fulfill his obligations when due. (Bahari, 2022) And the pawned item may be sold by force/executed through an auction according to sharia when the borrower cannot pay off his debt.

Several factors that influence the development of pawn transactions in society, namely: (1) financial difficulties, (2) urgent needs, and (3) the development of business and entrepreneurship through the use of pawned goods. Likewise, pawning has become one of the solutions for urgent financial needs for the community, especially the community in Sipolu-polu Village, Panyabungan District, Mandailing Natal Regency.

## 2. Materials and Methods

This research method uses qualitative with a descriptive approach, namely research conducted by collecting, compiling, classifying, and interpreting data so that it can provide a clear picture of the problem being studied. This research generally aims to describe systematically, factually and accurately a certain population or area, regarding certain characteristics; characteristics or factors. (Sunggono, 2015) To obtain data, the author conducted observations and interviews with the intention of finding out and observing directly about the law on using pawned goods without the owner's permission that occurred in the Sipolu-polu Village community. This research was conducted from April 15 to May 2, 2024 in Sipolu-polu Village. The subjects used in this study were the people of Sipolu-polu Village. For the research procedure, the researcher observed first then conducted research by means of re-observation, interviews and documentation. This research instrument refers to existing theories and is modified and adjusted to field conditions. (Hardhani & et al., 2020).

## 3. Results and Discussion

### 3.1 Pawning practices in Sipolu-polu sub-district

The practice of pawning that has developed in society, including in the Sipolu-polu community, has been done for a long time. Pawning is allowed because it is clear in the word of Allah SWT in the Al-Baqarah verse 283:

وَإِنْ كُنْتُمْ عَلَى سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَانٌ مَّقْبُوضَةٌ فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ وَلَا تَكْتُمُوا الشَّهَادَةَ وَمَنْ يَكْتُمْهَا فَإِنَّهُ أِنَّمْ قَلْبُهُ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ

"And if you are on a journey (and don't pay in cash) and you don't have a writer, then there should be collateral that is held (by the debtor). However, if some of you trust others, then let those who are trusted fulfill their mandate (debt) and let them fear Allah, their Rabb; and do not you (witnesses) conceal your testimony. And whoever hides it, then indeed he is a sinner at heart; and Allah knows what you do." (Al-Baqarah, (2) 283.)

And Hadith of the Prophet narrated by al-Bukhari and Muslim from Al-A'masy ra, he said:

حَدَّثَنَا مُسَدَّدٌ حَدَّثَنَا عَبْدُ الْوَّاحِدِ حَدَّثَنَا الْأَعْمَشُ قَالَ تَذَاكُرْنَا عِنْدَ إِبْرَاهِيمَ الرَّهْمَنِ وَالْقَيْلِ فِي السَّلْفِ فَقَالَ إِبْرَاهِيمُ حَدَّثَنَا الْأَسْوَدُ عَنْ عَائِشَةَ رَضِيَ اللَّهُ عَنْهَا أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ اشْتَرَى مِنْ يَهُودِيٍّ طَعَامًا إِلَى أَجَلٍ وَرَفَعَهُ دِرْعَهُ (رواه البخاري ومسلم)

*“Musaddad has told us ‘Abdul Wahid has told us Al A’masy said; We told Ibrahim about the problem of pawning and delayed payments in buying and selling. So Abraham said; Al Aswad has told us from ‘Aisyah, may Allah be pleased with him, that the Prophet sallallaahu ‘alaihi wasallam once bought food from the Jews with payment delayed until a specified time, and he pawned (secured) his armor.” (HR al Bukhari and Muslim)(Al-Bukhari, 1437 AH.)*

The ulama agreed to allow rahn contracts (al-Zuhaili, al-Fiqh al-Islami wa Adillatuhu, 1985, V: 181).(Fatwa, 2002)The practice of pawning in the Sipolu-polu sub-district is carried out through several stages, including starting from the presence of 2 parties to the *ijabaccepted*(handover). Related to *sighat*, this is carried out through an oral contract (*aqdun al-lisan*). This is done because the owner and recipient of the pawned goods already trust each other with the agreement made. This pawn contract is carried out like the borrower crediting an item to the lender.

The practice of pawning used by the people of Sipolu-polu Village in terms of its implementation is not in accordance with Islamic law because it contains the use of pawned goods without the owner's permission. However, in terms of the contract, it has been declared valid because it is in accordance with sharia. Because one of the requirements for a valid contract is Conditions for the formation of a contract (*syuruth al-in'iqad*) in the formation of a contract there are 4 elements or pillars so that the contract can be realized, namely the parties, a statement of will, the object of the contract, and does not conflict with the sharia. (Zain, 2019) The first pillar: Tamyiz and the existence of both parties, and the second pillar is the statement of will, must meet two conditions, namely: There is a match between *ijab* and *qabul* in other words reaching an agreement; Unity of the contract assembly. The third pillar is the object of the contract can be an object, service, or something else that does not conflict with the sharia. The object of the contract must meet three conditions, namely: a. The object can be submitted; b. The object of the contract is certain or can be determined; c. The object of the contract can be transacted, meaning it is an object of value and is owned/*mutaqawwim* and *mamluk*). The purpose of the object does not conflict with the transaction, in other words something cannot be transacted if the transaction conflicts with the purpose determined for that thing. The nature or essence of the object does not conflict with the transaction, meaning that the object is essentially possible to be transacted. The object does not conflict with public order.(Anwar, 2010).

According to the research and observations of researchers in the Village, not all practice pawning using pawned goods, but there are some people who practice it between individuals. They do not choose to borrow from financial institutions or pawnshops because there are many special requirements that must be met so they choose to borrow from people they know.

Researchers conducted direct interviews with several recipients or lenders including: Mr. Piat Supriatna or commonly called Ujang, 42 years old, an ice cream entrepreneur who is quite famous for his products and has almost 25 employees who sell their products outside the Regency. He is a member of the community who pawns using

pawned goods without the owner's permission. He explained that it is true that this pawn practice has been going on for a long time, from 2019 until now it is still going on. (Supriatna, 2024) He provides loans to people who need money by accepting valuable and valuable pawn items such as motorbikes, refrigerators, and others from the owner of the goods which will later be held as collateral. He also explains the reasons he uses the goods, including: (1) for employee transportation to trade his business; (2) considering the agreement as just an unwritten formality; and (3) the borrower is negligent in paying his debt.

Mrs. Hanna, 43 years old, is one of the lenders to people who need loans. She also uses items that have been pawned by borrowers, such as refrigerators and other electronics.

Mr. Zul, 38 years old, a motorcycle rental driver, he is one of the lenders to people in need. The pawned goods received by Mr. Zul are in the form of motorbikes. He also uses goods that have been pawned by borrowers. Mr. Khoir, a grocery entrepreneur, 58 years old, is a lender who does not use the pawned goods he receives in the form of motorbikes, land, etc. Mrs. Hamidah, a clothes seller, aged 60 years, is also one of the lenders without using pawned goods.

At different times, researchers interviewed several borrowers, including: (a) Mrs. Aisyah, 65 years old, she had pledged her motorbike to Mr. Ujang for 4 months by getting a loan of Rp. 5,000,000 for a period of 1 year and paying Rp. 450,000 per month with a guarantee of a 2018 Beat motorbike without any witnesses and not in writing. At that time, in December, her economy declined because she was laid off from a company in Panyabungan. Therefore, she borrowed and pawned her motorbike. For 2 months, she was able to pay Rp. 900,000 of her debt to Mr. Ujang. But when she entered the third month, she had difficulty paying her debt. Then she explained that lately it had been very difficult to carry out activities without a vehicle. And finally tried to ask for leniency from Mr. Ujang, namely her motorbike which she pawned so that it could be used to earn a living and make it easier to pay off her debt. (Aisyah, 2024). (b) Mrs. Tina, a trader with single parent status, aged 36 years, is one of the parties who borrowed money from Mrs. Hanna. She borrowed money amounting to Rp. 2,000,000,- to be used as capital for her business. In the interview, she said that Mrs. Hanna as the lender never asked permission to use the refrigerator that she pawned, Mrs. Hanna has been using it for a long time, but until now Mrs. Tina did not dare to reprimand Mrs. Hanna because she was reluctant and because she felt bad because she had been helped by Mrs. Hanna. (c) Mr. Izhar, aged 42 years, was the party who borrowed money from Mr. Zul because he needed additional capital for his business. He explained to the researcher that he borrowed money amounting to Rp. 3,500,000,- from Mr. Zul as the lender. He also explained about the motorbike that he pawned that Mr. Zul used his motorbike for his daily vehicle. (d) Mr. Gusdur, a traveling ice cream seller, aged 41 years, was the party who borrowed money from Mr. Khoir amounting to Rp. 2,000,000,- for his business capital. He explained to the researcher that Mr. Khoir did not use the pawned goods that he pawned in the form of a motorcycle certificate/black book. (e) Mrs. Ika, 30 years old, a salesperson at a company, borrowed Rp. 3,000,000,- from Mrs. Hamidah by pawning her

electric bicycle. He explained that until now he had never seen Mrs. Hamidah use her electric bicycle.

### 3.2 *The use of pawned goods according to fiqh scholars*

The views of Imam Maliki and Imam Syafi'i regarding the use of pawned goods are: first, Imam Maliki has 2 legal statuses in the use of pawned goods by Murtahin/Recipient of the pawned goods, namely:

#### a. In debts of a Qardh nature

Malikiyah scholars classify, if the rahin allows the murtahin to utilize the pawned goods marhun or the murtahin stipulates that he may utilize the marhun then it is permissible if the existing debt (marhun bih) is due to a sale and purchase agreement or something similar. Because it is a form of sale and purchase and ijarah and it is permissible. The permissibility of this as stated by Ad-Dardir is by the murtahin taking the benefit for himself for free, or included in the existing debt, while the existing debt must be paid off immediately. However, this is not permissible if the marhun bih is a form of debt loan (qardh), because that means it falls into the category of debt loans that attract benefits. Likewise, the murtahin is not allowed to utilize the marhun if the marhun bih is in the form of a debt loan even though the rahin allows the murtahin to utilize the marhun for free.

#### b. In debts that are in the nature of a sale or purchase or exchange transaction.

If the pawnbroker allows the pawnbroker to use or utilize the pawned item or the pawnbroker stipulates that he may use or utilize the pawned item, then it is permissible. And the utilization must be clearly limited so that it does not contain jahalah (uncertainty) that can damage the contract. (Khotimah, 2022) And for the proceeds from the pawned item, it is the right of the pawnbroker as long as the pawnbroker does not stipulate, if the pawnbroker stipulates that the proceeds from the pawned item are for him, then it is possible with several conditions, including: (a) Debt is caused by buying and selling, not by lending. This can happen like someone selling goods at a price that is not paid in cash, then the person asks for a pawn with an item according to the value of the debt. So this is permissible. (b) The pawnbroker stipulates that the benefits of the pawned item are for him. (c) The specified period for taking benefits, if it is not specified and the time limit is unknown, then it becomes void and invalid.

The conclusion of the opinion of the Maliki School is that the pawn recipient may not use the goods he received except for permission from the owner. Likewise, the opinion of Imam Syafi'i, he has the same opinion as the opinion of Imam Maliki, namely that the pawnbroker may not use/utilize the pawned goods based on the hadith:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: لَا يَتَلَقَى الرَّهْنُ مِنْ صَاحِبِهِ الَّذِي رَهَنَهُ، لَهُ غَنَمُهُ، وَعَلَيْهِ غَرْمُهُ (رَوَاهُ الدَّارِقُطْنِيُّ، وَالْحَاكِمُ، وَرِجَالُهُ ثِقَاتٌ. إِلَّا أَنَّ الْمَحْفُوظَ عِنْدَ أَبِي دَاوُدَ وَغَيْرِهِ إِزْسَالُهُ

"From Abu Hurairah RA that Rasulullah Sallallahu 'alaihi wa Sallam said: "Pawned goods do not cover the owner who pawned them, the profits are for him and the losses are his responsibility." (The history of Daruquthni and Hakim with reliable narrators. However, the hadith preserved for Abu Daud and others is mursals"). (Ismail, 1997).

قَالَ الشَّافِعِيُّ: يُرْوَى عَنْ أَبِي هُرَيْرَةَ رَضِيَ عَنْهُ الرَّهْنُ مَرْكُوبٌ وَمَخْلُوبٌ وَهَذَا لَا يَجُوزُ فِيهِ إِلَّا اللَّهُ تَعَالَى أَنْ يَكُونَ الرُّكُوبُ وَالْحَلْبُ لِمَا لِكِهِ الرَّاهِنُ لَا لِلْمُرْتَهِنِ لَا عَنَّهُ إِنَّمَا يَمْلِكُ الرُّكُوبُ وَالْحَلْبُ مِنْ مَلِكِ الرَّقَبَةِ الرَّقَبَةُ غَيْرُ الْمُنْفَعَةِ الَّتِي هِيَ الرُّكُوبُ وَالْحَلْبُ

Meaning: "Imam Syafi'i said: From Abu Hurairah RA it is narrated, Pawn is ridden and milked. This cannot be understood except that riding and milking is for its owner (rahin) and not for the pawnbroker (murtahin), because the one who has the right to ride and milk is only the owner of the essence of the property, and the essence of the property is different from its benefits such as riding and milking it." (Syafi'i, 1983).

From the explanation of the hadith mentioned above, the pawned goods are entirely the property of the pawn, both in the form of the goods and their benefits. Although the pawned goods themselves have changed hands to the recipient of the pawned goods.

Syafi'iyah scholars are of the opinion that the conditions required in a pawn contract are of 2 types (a) Ordinary, namely the retention of the pawned item, (b) Valid conditions, which are differentiated into several parts, including: (1) Relating to the parties to the agreement, namely that they must be sensible and mature, so that if it is done by a small child it is not valid even with the permission of the guardian. (2) In relation to pawned or marhun goods, the goods must be in the rahin's control, the goods are intact, not divided into parts, not goods that are easily damaged, the goods must be sacred, goods that have value according to sharia'.

The adherents of the Syafi'i school of thought say that everything that can be accepted or sold can also be pawned, donated or given in charity, therefore according to them goods such as livestock, reptiles, slaves, dinars, dirhams, land, and other goods as long as they are halal to be traded, then it is also halal to be pawned. In relation to debt or marhun bih, the debt must be able to be paid off through the sale of the pawned goods, the debt must be binding in the contract, the debt must be known.

Imam Syafi'i's opinion regarding the use or utilization of pawned goods by the recipient is that it should not be stipulated at the beginning of the contract, but if the borrower/owner of the goods permits it, then it is permitted. This is because ownership of the pawned goods is in the hands of the borrower/owner, therefore he may freely permit it if he wishes.

The opinion of these two imams, if traced further, comes from the common agreement in a pawn, namely a debt transaction, not another transaction. If it is a debt transaction, then the basis there is not the collateral but the condition of mutual assistance as stipulated in a debt agreement, such as the word of Allah in the Qur'an, Surah Al-Maidah, verse 2:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ وَاتَّقُوا اللَّهَ إِنَّ اللَّهَ شَدِيدُ الْعِقَابِ

"And help you in (doing) righteousness and piety, and do not help in committing sins and transgressions. And fear Allah, indeed Allah is very severe in punishment." (QS Al-Maidah (5) 2)

In everyday life, humans cannot be separated from transactions. Allah SWT has made humans to complement each other, so that they can help each other, whether by exchanging, renting, farming or in other ways, because in essence humans are social creatures.

The scholars have also made a rule in the fiqh chapter when discussing ghosob (stolen property), it is not permissible for someone to use someone else's property without their permission. The rule reads:

لا يجوز لأحد أن يتصرف في ملك الغير بلا إذ

"No one may take advantage of another person's property without their permission." (Al-Borneo, 2003)

From this method it is understood that permission from the borrower/owner of the pawned item is very necessary. What if the item is damaged or something else? For this reason, lenders/recipients of pawned goods ask for permission first before using them, but in reality some recipients of pawned goods use the pawned goods without permission from the owner. In the Hadith narrated by Baihaqy:

وَعَنْ أَبِي حَزْرَةَ الرَّقَاشِيِّ عَنْ عَمِّهِ قَالَ: قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: أَلَا تَنْظِمُونَ أَلَا لَا يَجِلُّ نَفْسٍ مِنْهُ (رواه البيهقي) مَالٌ لِمُرِيٍّ إِلَّا بِطَيْبٍ

"And from Abi Harrah Al-Raqashy from his uncle said: Rasulullah SAW said: Are you not being persecuted? It is not lawful for a person's property to be permitted except with the blessing of its owner." (HR. Baihaqy)(Al-Tabrizi, 1985).

The use of pawned goods by both ulama agrees in the opinion that collateral/pawned goods should not be used by the pawn holder, because in a pawn contract between two people it is not an agreement to hand over possession of an object and use it. The person who owes the debt still has limited ownership rights to the object. Therefore, the right that arises from the pawn holder is not the right to own but only the right to hold (al-habs) up to a certain limit specified in the contract. Therefore, in the matter of the use of pawned goods by the recipient of the pawned goods, it seems that all scholars have agreed (ijma') that it is not permissible. Because the item, even though it has been pawned, is still the legal property of the person who pawned it.

### 3.3 Use of pawned goods without the owner's permission from the DSN MUI Fatwa perspective

Basically, the pawned goods are held by the lender. This is explained in the DSN-MUI Fatwa No. 25 in letter c which reads "that in order for this method to be carried out in accordance with sharia principles, the National Sharia Council considers it necessary to issue a fatwa to be used as a guideline regarding Rahn, namely holding goods as collateral for debt". Likewise in the DSN MUI Fatwa in letter a which reads "that one form of financial service that is needed by the community is a loan by pawning goods as collateral for debt".

Judging from the practice of pawning carried out by some of the Sipolu-polu community, there is the use of pawned goods by the lender/pawnee. The benefits taken by the recipient of the pawned goods are in the form of motorbikes, valuable documents, refrigerators, and others. In the fatwa, it is stipulated that the recipient of the pawned goods takes advantage of or uses the pawned goods if they are in the form of animals or livestock. This is contained in number 4 which contains a Hadith narrated by the Jama'ah, except Muslim and Nasa'i, that the Prophet SAW said:

عَنْ أَبِي هُرَيْرَةَ رَضِيَ اللَّهُ عَنْهُ، أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ: *الظَّهْرُ يُرْكَبُ بِتَفَقُّتِهِ إِذَا كَانَ مَرْهُونًا، وَلَبْنُ الدَّرِّ يُشْرَبُ بِتَفَقُّتِهِ إِذَا كَانَ مَرْهُونًا، وَعَلَى الَّذِي يَرْكَبُ وَيَشْرَبُ التَّفَقُّتُ* (رواه البخاري، وأبو داود، والترمذي، وابن ماجه، وأحمد)

*"From Abu Hurairah RA, that the Messenger of Allah SAW said: A pawned mount (vehicle) may be ridden by bearing the cost and a pawned livestock may be milked by bearing the cost. The person who uses the vehicle and milks it is obliged to bear the cost of care and maintenance. (Narrated by Bukhari, Abu Daud, Tirmidhi, Ibn Majah, and Ahmad)"* (Assyalahi, 2019)

In DSN Fatwa Number 25/DSN-MUI/III/2002 on the general provisions regarding rahn as follows: (a) Murtahin (the recipient of the goods) has the right to hold marhun (goods) until all debts of the rahin (who handed over the goods) are paid off. (b) Marhun and its benefits remain the property of the rahin. In principle, marhun may not be used by the murtahin except with the permission of the rahin, without reducing the value of the marhun and its use is merely a replacement for the costs of maintenance and care. (c) Maintenance and storage of marhun are basically the obligation of the rahin, but can also be done by the murtahin, while the costs and maintenance of storage remain the obligation of the rahin. (d) The amount of maintenance and storage costs of marhun may not be determined based on the amount of the loan.

Marhun sales are carried out: (a) When the debt is due, the murtahin must warn the rahin to immediately pay off his debt. (b) If the rahin is still unable to pay off his debt, the marhun is sold by force/executed through an auction in accordance with sharia. (c) The proceeds from the sale of the marhun are used to pay off the debt, unpaid maintenance and storage costs, and sales costs. (d) The excess proceeds from the sale belong to the rahin and the shortfall becomes the rahin's obligation.

In the DSN-MUI Fatwa Number 25/III/2002 number 2 it is clearly stated that "Marhun may not be used by the murtahin except with the permission of the rahin, without reducing the value of the marhun and its use is merely a replacement for the costs of maintenance and care." (Fatwa, 2002).

Therefore, the use or utilization of pawned goods carried out by lenders starting from Mr. Ujang, Zul, and Mrs. Hanna is strictly not permitted in the DSN-MUI Fatwa Number 25/III/2002. Even though they are responsible for the goods they use, it is still not allowed because there is no permission from the owner.

The results of the use of pawned goods are considered usury, because usury is one of the major sins. In pawning, there is a money lending transaction. Usury comes from the word ra-ba which means additional or growth. And according to the terminology, the word usury means an additional owned by one of the parties involved without any particular reward. Usury is divided into (1) usury fadhil, which is exchanging two similar goods that are not the same, both in quality and quantity; (2) usury qard, which is borrowing on condition that there is a profit for the lender, (3) usury yad, separated from the place of the contract before the delivery of the goods, (4) usury nasai, which is required that one of the two exchanged goods be deferred delivery.

In a pawn transaction, the original intention of the person who lends to another person is a feeling of helping (al-ta'awun), but that intention changes or is not realized because of a change in intention, namely seeking profit not through buying and selling

(mutual consent transactions) but by forcing others because there is no alternative, this is what is called usury. Regarding when there is a profit or result from the sale of the pawned item, then it does not belong to the pawn recipient but rather the right of the person who owns the item (its owner). If the borrower does not pay it off, the pawned item can be auctioned off according to sharia. And the proceeds from the auction, the pawn recipient may deduct the debt that has not been paid off by the borrower, the rest is given to the borrower/owner. And if the auction proceeds are not sufficient for the amount of the debt, then the borrower is obliged to pay the remaining debt.

Therefore, regarding the use of pawned goods without the owner's permission when viewed from DSN Fatwa Number 25/DSN-MUI/III/2002 in point 2 "The majority of scholars other than the Hanbali school of thought are of the opinion that the pawn recipient may not utilize the pawned goods at all". So the pawn recipient may not use and take advantage of the pawned goods if the borrower does not allow it. Therefore, the recipient of the pawn should ask permission first from the borrower/owner of the pawned goods.

#### 4. Conclusions

Based on the results of field research on the use of pawned goods without the owner's permission, the researcher can draw the following conclusions: (a) The practice of using pawned goods without the owner's permission that occurred in Sipolu-polu Village in terms of its implementation is not in accordance with Islamic law because it includes the use of pawned goods without the owner's permission. This practice has been going on for a long time, and not all of them do this practice. There are some pawn recipients who also use the pawned goods that were pawned by the borrower. The pawned goods received by the pawn recipient are in the form of motorbikes, refrigerators, valuable documents, and others. (b) According to DSN Fatwa Number 25/DSN-MUI/III/2002 Concerning Rahn regarding the law on the use of pawned goods without the owner's permission, marhun may not be used by the murtahin except with the permission of the rahin, without reducing the value of the marhun and its use is merely a replacement for the cost of maintenance and care. (d) The law on using pawned goods without the owner's permission from the perspective of DSN Fatwa Number 25/DSN-MUI/III/2002 concerning Rahn which occurred in Sipolu-polu Subdistrict is that it is not permissible or is forbidden for the pawn to be used by the pawn except with the permission of the pawn.

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