



Research Paper

Determination of *Mu'nah* Pawn from The Perspective of Fatwa DSN MUI (Comparative Study on Pegadaian Syariah and Bank Syariah Indonesia)

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ABSTRACT

The determination of *mu'nah* on Pegadaian Syariah and Bank Syariah Indonesia must be in accordance with the provisions of the DSN MUI Fatwa related to *rahn*. However, in practice, there are often problems because in the process of determining *mu'nah* it does not refer to the estimated amount of goods mortgaged (*marhûn bih*) but based on the estimated value of gold. This provision has a risk that harms consumers in financing contracts through pawns because there is a potential error in the assessment of the value of gold or because the accuracy of the assessment is low. This paper examines the mechanism and suitability of the determination of *mu'nah* at Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan from the perspective of DSN-MUI fatwa.

The research method used is a qualitative method with descriptive-analytical analysis techniques. The source of data was obtained through observation and interviews with informants, namely employees of Pegadaian Syariah and BSI in Bangkalan as well as documentation of the source of documents related to the determination of *mu'nah*.

The results of the study show that the determination of *mu'nah* (maintenance costs) of pawns at Pegadaian Syariah and Bank Syariah Indonesia is determined based on the estimated value, not the amount of the loan. The determination of *mu'nah* is in accordance with the conditions and pillars of pawn, namely *âqid*, where *râhin* and *murtahin* have the legal skills to carry out pawn practice, then there is clarity and agreement from the *râhin* and *murtahin*, collateral can be sold and has a value equivalent to the amount of debt. The agreement/contract used does not contain an element of usury, as evidenced in gold pawn financing activities, does not apply an interest system in obtaining profits, but from the cost of maintaining pawn goods and does not contain an element of *gharar*, as evidenced in this gold pawn financing, the object of financing is clear both in terms of quantity, quality, and price of goods.

Introduction

In the context of socio-economic reality, there are often situations where people have wealth in forms other than cash, but they experience liquidity difficulties and need cash. The common choice taken by them is to pledge their valuables to obtain cash quickly. This kind of practice is called pawn (Mardani, 2013; Syafei, 2001; Az-Zuhaili, 2011). The term pawn has become familiar among the public, especially for those who need cash in poor liquidity conditions. The urgent need for cash funds encourages the use of financing services through pawn contracts, where valuables are used as collateral to get funds quickly (Cut Naura, 2022; Indriasari, 2014).

Sharia Pawnshop is one of the financial institutions owned by PT Pegadaian that operates based on Islamic sharia principles and values. Pegadaian Syariah were born as a response to the success of Islamic financial institutions such as Sharia Insurance, Sharia Banks and so on (Kholid et al., 2021). Currently, Pegadaian Syariah have developed and spread in many major cities in Indonesia, their presence aims to provide benefits for the community by distributing financing for those in need based on the Sharia pawn law that avoids the practice of usury, gharar, injustice and invalid contracts (Rais, 2005), (Rosid, 2020).

As in several other cities, Pegadaian Syariah in the Bangkalan area are also engaged in several services, namely financing, gold and service provision. The implementation of contracts/transactions at the Bangkalan Branch Sharia Pawnshop uses two types of contracts, namely rahn (pawn) and *ijârah contracts*. Akad *rahn* is used in financing services to customers, while *ijârah* is used for custody/storage, maintenance, insurance, and reimbursement of loss of collateral/collateral (Safahni et al., 2023).

In addition to being carried out by Pegadaian Syariah, pawn practices are also carried out through Bank Syariah Indonesia (hereinafter referred to as BSI). (Yogi et al., 2023) One of the pawn products at BSI is gold pawn, which is a form of financing that uses gold as collateral, both in the form of bars and jewelry based on the principle of *ta'âwun*. The process of refunding loans borrowed with gold lien collateral is carried out based on the borrower's ability, and at the time of maturity, the borrower has the option to extend in accordance with applicable operational standards. (Pratiwi, 2019) Of course, with the existence of BSI Gold Pawn products, there will be competition with Pawnshops that already have pawn products.

The practice of pawning at the two financial institutions above - Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan - applies maintenance costs for goods that are used as collateral called *mu'nah*. *Mu'nah* is the cost of maintenance of the pawn

(*rahn*) which is calculated based on a certain value of the estimated collateral of the pawn (*marhûn*). The maintenance fee of collateral charged to the customer must be paid in accordance with the costs incurred by the sharia pawn. Efforts in maintaining and caring for pawns can be regulated through maintenance agreements or contracts. In the sharia pawn system (*murtahin*), the maintenance and custody of the pawn must be done by yourself without involving other parties or entrusting it to others. If this happens, the sharia pawn party (*murtahin*) will be responsible for all costs incurred for the maintenance and custody of the pawn (Mayditri, 2022)

The determination of *mu'nah* by Pegadaian Syariah and BSI is in accordance with the Fatwa of the National Sharia Council (DSN) No. 25/DSNMUI/III/2002 concerning *Rahn* and the DSN Fatwa Number 92/DSN-MUI/IV/2014 concerning Financing Accompanied by *Rahn* (*At-Tamwil Al-Mautsuq Bi Al-Rahn*). The two fatwas contain provisions for maintenance costs (*mu'nah*) which are determined based on the estimated value of the pawned goods and not based on the amount of the loan. However, in practice, pawns at Pegadaian Syariah and BSI often have problems in the process of determining administrative, rent, and maintenance fees that must be paid by *the râhin*. This happens because the basis of the financing does not refer to the estimated amount of goods pawned (*marhûn bih*) but is determined based on the estimated value of gold. This provision has a risk that harms consumers in financing contracts through pawns because there is a potential error in the assessment of the value of gold or because the accuracy of the assessment is low.

In addition, there is a negative stigma from the public who still view that the concept of maintenance costs at Pegadaian Syariah and BSI tends to be the same or even more expensive than in pawnshops or conventional banks. More than that, some people assume that Pegadaian Syariah and BSI as well as conventional ones both practice *riba* by taking interest even though they are in different terms (Kelibia & Si, n.d.). So that there are still many people who prefer to pawn their goods at conventional financial institutions rather than at sharia financial institutions.

There are several studies that examine the determination of *mu'nah*, but these studies focus on the issue of determining *mu'nah* in Pegadaian Syariah (Uz'dmah, 2021; Rosid, 2020; Lestari, 2021; Prahara, 2024; Dede, 2021 and Hinaya et al., 2022). Meanwhile, the study on the determination of *mu'nah* in Bank Syariah Indonesia is still not widely done. Moreover, research on the determination of *mu'nah* at Pegadaian Syariah and BSI in Bangkalan has not been carried out.

Therefore, this paper examines a comparative study on the implementation of the determination of *mu'nah* in Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan. The results of this study are expected to be able to provide a description for the public regarding the mechanism for determining *mu'nah* in the two institutions and

provide views through the review of the DSN MUI Fatwa.

Method

The type of research used by researchers is field research, which is looking for direct sources of real reality in the field (Rahmadi, 2011). The author went directly into the field to find out the practice of determining *pawn mu'nah* at Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan.

This research uses a qualitative research method that specifically focuses on phenomena involving humans, carried out in a natural, comprehensive, developing, and imperative context (Sarosa, 2021). This research is descriptive analytical, namely research by collecting actual data and then compiling, processing, and analyzing which aims to describe a phenomenon with accurate and systematic data (Hafni, 2022). This study describes the practice of determining *pawn mu'nah* at Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan and analyzed from the perspective of DSN-MUI fatwa.

The data source used is primary data, obtained directly from the source. And secondary data is data obtained or collected by the author from various sources, namely DSN-MUI fatwa books, scientific journals on Islamic banks, and documents related to research topics, namely letters of proof (Hardani, 2020).

The data collection technique through observation is a data collection technique that requires the author to go directly into the field to observe space, place, actors, activities, time, events, and goals. The author visited the Sharia Pawnshop and Bank Syariah Indonesia in Bangkalan to see and observe the pawn transaction process and the determination of *the pawn mu'nah* directly. The second interview is a meeting planned by the interviewer and the interviewee to provide/receive information. Third, documentation is a process of searching for data in the form of writing, images, or sounds about things related to events or objects that the researcher will observe (Pasaribu, 2022). From the results of data collection techniques, a data analysis is needed, where the data analysis used in this study uses an inductive data analysis method, namely analyzing data whose process is directly from fact to theory (Pakpahan, 2022).

Results

Pegadaian Syariah dan Bank Syariah Indonesia

Pegadaian Syariah

PT. Pegadaian is a State-Owned Enterprise (BUMN) company that focuses on pawn-based credit services. The company's early history began in 1746 with the establishment of Van Leening Bank (Dahniaty, 2021), a financial institution that provides credit through a pawn system. Bank Van Leening was founded during the rule of the Netherlands (VOC), and later underwent a name change to De Bank Courant en Bank Van Leening in 1752. As time went by, the company continued to experience

changes in status following the times, in 1928 the company changed to Pegadaian Service then in 1961 Pegadaian officially got the status of a state company. Despite experiencing various changes, Pegadaian remains committed to serving the community. In 1969, the legal entity forms of Pegadaian changed to a position company. Pegadaian's transformation stick began in 1990 when the company gained status as a public company and transformed into a business institution, until finally in 2012 Pegadaian changed its status to a company. Currently, Pegadaian is a dynamic company by continuing to innovate continuously (Yuniwati et al., 2021; Suhardi, 2021).

Bank Syariah Indonesia

The banking industry in Indonesia recorded a new history with the birth of PT Bank Syariah Indonesia Tbk (BSI) officially on February 1, 2021 or 19 Jumadil Akhir 1442 H. President Joko Widodo directly confirmed the presence of the largest Islamic bank in Indonesia at the State Palace. BSI was formed through a merger between PT Bank BRI Syariah Tbk, PT Bank Syariah Mandiri, and PT Bank BNI Syariah. The Financial Services Authority (OJK) granted official permission for the merger of the three Islamic banks on January 27, 2021 through letter Number SR-3/PB.1/2021. Then, on February 1, 2021, President Joko Widodo officially inaugurated the presence of BSI.

BSI's shareholder structure consists of PT Bank Mandiri (Persero) Tbk of 50.83%, PT Bank Negara Indonesia (Persero) Tbk of 24.85%, and PT Bank Rakyat Indonesia (Persero) Tbk of 17.25%. The rest are owned by other shareholders, each under 5%. Through this merger, BSI combines the advantages of the three Islamic banks, presenting more comprehensive services, wider coverage, and having a stronger capital capacity. With the support of corporate synergy and the government's commitment through the Ministry of SOEs, BSI is challenged to compete globally.

BSI is expected to become an Islamic bank that is the pride of the people, provides new energy for national economic development, and contributes to the welfare of the community. The presence of BSI also reflects the face of Islamic banking in Indonesia which is modern, universal, and provides benefits to all nature. BSI's growth potential and the possibility of becoming one of the leading Sharia Banks globally is very open. In addition to positive performance, the support of the Indonesia government to develop the halal industry ecosystem and have a large and strong National Sharia Bank opens up significant opportunities. In this context, the presence of BSI has a very important meaning, not only as the main facilitator in the halal industry ecosystem, but also as a real effort to realize the nation's aspirations.

Mechanism for Determining *Mu'nah* Pawn at Pegadaian Syariah

The determination of *of pawn mu'nah* at Pegadaian Syariah is determined based on the value of the assessment. Pegadaian Syariah accepts various types of gold ranging from 6 carats to 24 carats, there are two percentages of groups where normally groups A-C are subject to

mu'nah 0.73% X estimation while group D is subject to *mu'nah* 0.64% X estimate. However, there is special treatment for some customers, whether potential customers, priority or *take over* is given *mu'nah* 0.37% to 0.73% depending on the estimator's agreement with the customer. The following are the provisions for *mu'nah* rates and administrative fees at Pegadaian Syariah:

Table 1 Mu'nah Rahn Tariff at Pegadaian Syariah

Golongan	Estimates	Mu'nah
A	50.000 s.d. 500.000	0,73% X Taksiran
B	500.001 s.d. 5.000.000	0,73% X Taksiran
C	5.000.001 s.d. 20.000.000	0,73% X Taksiran
D	20.000.001 Ke atas	0,64% X Taksiran

Table 2. List of Administrative Fees at Pegadaian Syariah

Golongan	Taksiran	Biaya Administrasi
A	50.000 s.d. 500.000	2.500
B1	500.001 s.d. 1.000.000	10.000
B2	1.000.001 s.d. 2.500.000	20.000
B3	2.500.001 s.d. 5.000.000	35.000
C1	5.000.001 s.d. 10.000.000	50.000
C2	10.000.001 s.d. 15.000.000	75.000
C3	15.000.001 s.d. 20.000.000	100.000
D	20.000.001 Ke atas	125.000

As for an example of the calculation of *mu'nah* at the Sharia Pawnshop, if a customer pawns his gold weighing 5 grams with a level of 24K at the Bangkalan Branch Sharia Pawnshop for four months, the calculation is as follows:

$$\begin{aligned} \text{Estimated value} &= \text{Gold price} \times \text{Gold weight} \\ &= \text{Rp. } 980.000/\text{gram} \times 5\text{gram} \\ &= \text{IDR } 4,900,000 \end{aligned}$$

$$\begin{aligned} \text{Maximum loan} &= \text{Estimated value} \times \text{Percentage of estimated value} \\ &= \text{IDR } 4,900,000 \times 92\% \\ &= \text{IDR } 4,508,000 \end{aligned}$$

$$\begin{aligned} \text{Maintenance cost} &= \text{Loan value} \times \text{Mu'nah rate} \\ &= \text{IDR } 4,508,000 \times 0.73\% \\ &= \text{IDR } 32,908 \text{ per 10 days} \\ &= \text{IDR } 32,908 \times 12 \text{ (120 days in 4 months)} \\ &= \text{IDR } 394,896 \end{aligned}$$

So, it can be concluded that 24K gold weighing 5 grams is found to have a maximum loan of Rp. 4,508,000, the customer is charged an administrative fee deducted directly

at the time of disbursement of Rp. 35,000 because of a loan of Rp. 4,508,000 is included in the B3 group, then if in total the total cost that must be paid by the customer for four months is Rp. 4,508,000 + Rp. 394,896 = Rp. 4,902,896. It is very clear that the Bangkalan Branch Sharia Pawnshop in determining *mu'nah* based on the estimated value, the smaller the loan, the smaller *the mu'nah* that must be paid and vice versa, the larger the loan received, the larger *the mu'nah* that must be paid.

Mechanism for Determining *Mu'nah* Pawn at BSI

The determination of *pawn mu'nah* at Bank Syariah Indonesia is determined based on the value of the assessment, there are two types of collateral received by Bank Syariah Indonesia, namely gold bars/coins, coins and dinars and gold jewelry. There are two groups of *mu'nah* rates, both gold bars and gold jewelry, for loans of Rp. 500,000 - Rp. 100,000,000 are subject to *mu'nah* of 1.61% and loans above Rp. 100,000,000 are subject to *mu'nah* of 1.21%. The following are the provisions for *mu'nah rates* and administrative fees at Bank Syariah Indonesia:

Table 3. List of *Mu'nah* Fees at Bank Syariah Indonesia

Pengenaan *mu'nah* kepada nasabah (eksisting maupun walk in Cust) yang akan melakukan transaksi pencairan baru Gadai Emas sbb:

No	Jenis Agunan	FTV	Nominal Pinjaman	Equivalen thd Nilai Pinjaman (lama)	Equivalen thd Nilai Pinjaman (baru)
1	Emas Batangan / Lantakan, Koin dan Dinar	95%	500 rb - <20 juta	1,81%	1,61%
			20 juta - ≤100 juta	1,51%	
			> 100 juta	1,10%	
2	Perhiasan Emas	80%	500 rb - <20 juta	1,81%	1,61%
			20 juta - ≤100 juta	1,51%	
			> 100 juta	1,10%	

• Rate Sinergi & Take Over mengikuti ketentuan tabel rate di atas.

Table 4. List of Administrative Fees at Bank Syariah Indonesia

No	Loan	Administration Fees
1	500rb s.d. 1jt	10.000
2	>1jt s.d. 20jt	25.000
3	>20jt s.d. 100jt	80.000
4	>100jt s.d. 250jt	200.000

Based on the table above, the determination of *pawn mu'nah* and administrative fees is determined based on the group. For the calculation of *the pawn mu'nah* is calculated per 15 days, it is calculated when the customer comes to the office for the repayment process. For example, on February 01, the customer has a new pawn contract, on February 7, the customer pays off the pawn, then, *the mu'nah* paid is included in the first 15 days. As for the example of the calculation of *mu'nah* at BSI, if a customer pawns his gold weighing 5 grams with a level of 24K within a period of 4 months, the calculation is as follows:

$$\begin{aligned} \text{Estimated value} &= \text{Gold Price} \times \text{Gold Weight} \\ &= \text{Rp. } 980.000/\text{gram} \times 5\text{gram} \end{aligned}$$

$$= \text{IDR } 4,900,000$$

Maximum loan = Estimated Value x Percentage of Estimated Value

$$= \text{IDR } 4,900,000 \times 80\%$$

$$= \text{IDR } 3,920,000$$

Maintenance cost = Loan value X *mu'nah* rate

$$= \text{IDR } 3,920,000 \times 1.61\%$$

$$= \text{IDR } 63,112 \text{ per 15 days}$$

$$= \text{IDR } 63,112 \times 8 \text{ (120 days in 4 months)}$$

$$= \text{IDR } 504,896$$

The pawn financing period is 120 days, meaning that the customer is given 120 days to renew the contract, if indeed it has not been able to pay off/redeem the pawn, the contract can be renewed by extending, namely paying *mu'nah* in accordance with the nominal stated in the maintenance fee and administrative fee only at the time of the due date stated in the pawn. If at the time of the maturity date the customer has not been able to renew/extend the mortgage contract, the bank will give a period of 8 days to the date of collateral sale/auction.

Discussion

Review of DSN-MUI Fatwa on the Determination of Pawn *Mu'nah* in Pegadaian Syariah and Bank Syariah Indonesia

The provisions regarding the cost of pawn maintenance or *mu'nah* are contained in the Fatwa of the National Sharia Council (DSN) No. 25/DSNMUI/III/2002 concerning *rahn*. In the practice of determining *mu'nah*, in Pegadaian Syariah there are two percentages of groups, namely A-C are subject to a *mu'nah* tariff of 0.73% and group D is subject to a *mu'nah* tariff of 0.64% with an estimated percentage of 92% of the gold value, the provision of gold content accepted by Pegadaian Syariah is 6 carats to 24 carats. Meanwhile, in Bank Syariah Indonesia there are two groups, namely loans of Rp. 500,000 – Rp. 100,000,000 are subject to a *mu'nah* rate of 1.61% and loans above Rp. 100,000,000 are subject to a *mu'nah* rate of 1.21% with an estimated percentage of 80% of the gold value, the provision of gold content at Bank Syariah Indonesia is 16 carats to 24 carats. The difference in *mu'nah* (maintenance costs) between Pegadaian Syariah and Bank Syariah Indonesia is caused by several factors, namely in terms of facilities and services provided to customers, the amount of *mu'nah* fees charged, the reputation of each institution, and geographical location. There are significant differences in the determination of *pawn mu'nah* at Pegadaian Syariah and Bank Syariah Indonesia, There are the differences between Pegadaian Syariah and Bank Syariah Indonesia.

Table 5. Difference between Sharia Pawnshop and Bank Syariah Indonesia

Sharia Pawnshop	Bank Syariah Indonesia
Estimated percentage 92%	Estimated percentage 80%
Tareef <i>Mu'na</i> 0,64% - 0,73%	1,21% - 1,61%
Gold jewelry, precious metals, electronics, vehicles	Gold and precious metal jewelry
6K - 24K	16K - 24K
Cash and non-cash disbursement of funds	Disbursement of funds directly into the customer's account

The researcher's findings in the practice of determining *mui'nah* pawn at Pegadaian Syariah and Bank Syariah Indonesia in Bangkalan are in accordance with the provisions of the Fatwa of the National Sharia Council (DSN) No. 25/DSNMUI/III/2002 concerning *rahn* stated that the determination of *mu'nah* pawn gold should not be determined based on the amount of the loan and in practice, Pegadaian Syariah and Bank Syariah Indonesia in determining *mu'nah* Gold pawn is determined based on the value of the assessment. So, goods with a higher value have a greater cost risk so it is natural that the *mu'nah* charged is also higher.

Furthermore, the determination of *pawn mu'nah* at Pegadaian Syariah and Bank Syariah Indonesia is in accordance with the terms and principles of pawn. In terms of *âqid*, the practice of pawning is carried out by people who have reached puberty and are sensible as evidenced that at the time of pawning must include a copy of their ID card and other identities. The second is related to *sîghat*, which is the agreement written on the Letter of Proof of *Rahn* and the agreement is made at the beginning at the time of the pawn between *the rahin* and *the murtahin*. Furthermore, related to *marhûn* and *marhûn bih*, it can be sold and has a value equivalent to the amount of debt. The agreement/contract used does not contain an element of usury, as evidenced in gold pawn financing activities, does not apply an interest system in making profits, but from the cost of maintaining pawn goods which is determined based on the estimated value, not based on the loan amount and does not contain an element of *garar*, as evidenced in this gold pawn financing, the object of financing is clear, both in terms of quantity, quality, and the price of goods.

Conclusion

The comparison of the determination of *gold pawn mu'nah* between Pegadaian Syariah and Bank Syariah Indonesia looks significant, in Pegadaian Syariah the estimated percentage is 92% of the gold value with the *mu'nah* rate charged at 0.73% - 0.64% calculated per 10 days, while at Bank Syariah Indonesia the estimated percentage is 80% of the gold value with the *mu'nah* rate charged at 1.61% - 1.21% calculated per 15 days. So, the difference in *mu'nah* (maintenance costs) between Pegadaian Syariah and Bank Syariah Indonesia is far apart due to several factors, namely in terms of facilities and services provided to customers, the reputation of each institution, and geographical location.

The determination of *mu'nah* (maintenance costs) of pawns at Pegadaian Syariah and Bank Syariah Indonesia is in accordance with the fatwa of DSN MUI because in determining the maintenance fee it is determined based on the estimated value, not from the loan amount. Furthermore, the terms and principles of pawn in terms of *âqid*, the practice of pawning is carried out by people who have reached puberty and are sensible as evidenced at the time of pawning must include a copy of their ID card and other identities. The second related to *shîghat* is the agreement written on the Surat Evidence of *Rahn* and the agreement is made at the beginning at the time of the pawn between *the râhin* and *the murtahin*. Then related to *marhûn* and *marhûn bih*, which can be sold and has a value equivalent to the amount of debt. The agreement/contract used does not contain the element of *riba* as evidenced in its financing activities does not apply the interest system in obtaining profits but from the cost of maintaining the pawn goods which is determined based on the estimated value not based on the loan amount and does not contain the element of *gharar* as evidenced in the pawn financing, the object of financing is clear both in terms of quantity, quality, and price of goods.

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