

The Concept of *Bai'ul Uhdah* as A Collateral Item According to Islamic Law and Its Implementation in The Purwokerto Sharia Pawnshop

Imam Purnomo Aji¹, Sarpini²

^{1,2}Universitas Islam Negeri Prof. K.H. Saifuddin Zuhri Purwokerto
Email: ajibangsa66@gmail.com¹; sarpini@uinsaizu.ac.id²

Abstract

Bai'ul Uhdah a buying and selling transaction carried out by two parties who have transacted is accompanied by the condition that the goods that have been sold can be repurchased until the predetermined grace period arrives. This research discusses the practice of *Bai'ul Uhdah* as collateral at Purwokerto Sharia Pawnshop. Some mean that a lien is a debt receivable contract with a person who owes a debt including an item to be held by the person who owes the debt (*murtahin*) to provide a sense of security for the person who gives the debt. The scholars agreed that the person receiving the pledge should not benefit from the hock. It is based that in the lien of the contract the principal is the receivable debt, and in the receivables, the prevailing principle is to help (*ta'awun*) not seek profit (*selflessness*). However, the practice in the pawnshop is inversely proportional, the pawn contains an element of usury, namely by utilizing hocked goods in the form of rice fields or coconut plantations to take advantage instead of helping. This research used qualitative descriptive as a method, whereas the subject selection was by purposive sampling. This research offers the concept of *Bai'ul Uhdah* as a solution to usury in collateral in pawnshops. The pawn owner and the lien beneficiary can replace the usual lien transaction with a *Bai'ul Uhdah* contract so that the utilization of the lien by the lien holder is no longer considered a form of taking advantage of the receivables. The research concludes that a normative approach can be used which aims at revealing the true values of pawn practice in the Purwokerto Sharia pawnshop so that it should be actualized in the future.

Keywords: *Bai'ul Uhdah*, collateral goods, sharia pawnshop.

A. INTRODUCTION

Humans are social beings, where one another needs and helps each other, and always need help from other humans.¹ Every human should know that God created man as a social being as well as a cultured economic being. Humans also need others to exchange benefits in all aspects of their lives, whether through buying and selling, business, renting, working, or other fields. It makes humans interact with each other, unite with each other and organize and help each other in meeting their economic needs.²

¹ Good *Hermawan*, Review Islamic Law Towards Utilization Pawn Goods In Ikhsan Krapyak Kulon Sewon Bantul. *Journal Az Zarqa: Law Business Islam*, Vol. 7 No. 2, December 2015, Pp. 182.

² Taufiqur Rahman *Book Teach fiqh Muamalah Contemplators* (Lamongan: Acedemia Publishing, 2015), Pp. 30.

Economic transactions or *muamalah* carried out by a person do not harm or harm others. This transaction should be free from 4 elements, namely the elements of *usury*, *ghoror*, *maisir* and *qimar*. Therefore, every Muslim in every economic transaction is obliged to stay away from these 4 elements so that the property he obtains is halal treasure and good property. Islam encourages its ummah to help each other and work hand in hand in kindness. Allah Ta'ala says:

وَتَعَاوَنُوا عَلَى الْبِرِّ وَالتَّقْوَىٰ وَلَا تَعَاوَنُوا عَلَى الْإِثْمِ وَالْعُدْوَانِ

“Please help you in kindness and piety, and do not help in sin and enmity”³

Verse di above advocates that some human beings help each other in matters of goodness, whether the deed is in the form of *dzhohir* deeds or deeds, both with regard to the rights of God and with regard to the rights of fellow human beings.⁴

Among the practices that exist among the people who help people is the practice of borrowing and borrowing. People who have difficulties in economic terms will borrow some money from people who have a lot of money. This practice has been known since the time of the Prophet Saw. In this transaction, the person who has a lot of money will give his receivables to the indebted person, then within the agreed period, the person who owes the debt will return the debt to the debtor. In Islam this receivable is allowed as in the word of Allah Ta'ala:

يَا أَيُّهَا الَّذِينَ آمَنُوا إِذَا تَدَايَنْتُمْ بِدَيْنٍ إِلَىٰ أَجَلٍ مُّسَمًّى فَاكْتُبُوهُ

“O people of faith, if you make a receivables transaction within a predetermined period of time then record”⁵

The problem of using pawn goods becomes a concern for the author, thus encouraging the author to study the problem. The practice of pawning in the society that the author encounters, mostly violates sharia rules and harms the mortgagee. The pawnbroker is willing to pawn the jewelry or vehicle he owns because of an urgent need, such as to pay for his son's schooling or for hospital expenses, even though the motorbike is the only support for his livelihood. The pawn holder then uses the pawned item as a reciprocity that he must get because he has lent him some of his money. This, in addition to harming the mortgagee, can also cause new problems, considering that the pawn contract is a *tabarru'* contract or a charitable contract that is not allowed to benefit or profit from the mortgaged goods. The public needs to understand the nature of the lien transaction, so that in its implementation no parties are harmed, even more than that is that there is no violation of sharia committed, so that the lien transaction can proceed according to its path, which is free from the practice of usury and does not harm others.

³ Department Religion RI, *The Qur'an and The Translation* (Jakarta: PT ShaAmil Copyright Media, 2005), Pp. 321.

⁴ Abdurrahman As-Sa'di, *Tafsir As-Sa'di*, Volume 1 (Beirut: Muassasah Ar-Treatise, 2002), Pp. 218.

⁵ Department Religion RI, *The Qur'an and The Translation* (Jakarta: PT ShaAmil Copyright Media, 2005), Pp. 282.

B. METHOD

Qualitative research gathers data in the form of words or writings rather than numbers.⁶ This research employs a qualitative descriptive method and conducts subject selection with a stratified sample. An interview was used to collect the data. Interactive model analysis was used to analyze the data from the interview with the aim of comprehending reality. The *bai al-wafa* collateral commodities in Purwokerto Sharia Pawnshop are then explained.

C. DISCUSSION

Overview of *Bai'ul Uhdah* and Pawn

1. Understanding Baiul Uhdah

“Baiul Uhdah” is one of the buying and selling transaction activities carried out by two transacting parties accompanied by the condition that the goods that have been sold can be repurchased until the predetermined grace period arrives.⁶ This trade was only known around the middle of the 5th century in an area of Bukhara and Balkh (Southeast Asia) until it spread to the Middle East. In those days, many parties were wealthy but did not want to give their loans for nothing. Meanwhile, the rewards given on the basis of borrowing are included in usury. To avoid usury, the people of Bukhara and Balkh practiced *bai*⁷ ‘*al-wafa*’.⁸

Bai'ul Uhdah is also called *Bai'ul Wafa*, which is linguistically derived from (الوفاء) which means the opposite of the word leave i.e. fulfill. In the book of *Al-Mausu'ah Al-Fiqhiyyah Al-Kuwaitiyyah* it says:

بيع الوفاء هو: البيع بشرط أن البائع متى رد الثمن يرد المشتري المبيع إليه، وإنما سمي ببيع الوفاء لأن المشتري يلزمه الوفاء بالشرط

“*Bai'ul Wafa*” is a sale and purchase with a condition, that is, if the seller is able to return the value of the goods he sold, then the buyer is obliged to return the goods he once bought from the seller called *bai'ul wafa* because the buyer is obliged to fulfill his promise with the conditions that have been set”.⁹

2. Terms and Pillars of *Bai'ul Uhdah*

Hanafiyah scholars argue that the harmony in *baiul uhdah* or commonly referred to as *bai al-wafa* is the same as the harmony in system of buying and selling in general, namely *ijab* (statement from the seller) and *qabul* (statement from the buyer) so that with the *ijab* and *qabul*, there is an element of willingness between the two parties who are in agreement. According to Ulama Hanafiyah, in terms of buying

⁶ Asmadi Alsa, *Qualitative and quantitative approaches and their combination in the research of psychologist* 3rd ed. (Yogyakarta: Pustaka Pelajar, 2007), p. 40.

⁷ Emir Sharifuddin, *Outlines of Fiqh* (Jakarta: Gold, 2003), Pp. 299.

⁸ Mardani, *Sharia Economic Fiqh: Fiqh Muamalah* (Jakarta: Gold, 2013), Pp. 179.

⁹ Ministry Kuwaiti Waqf, *Al-Mausu'ah Al-Fiqhiyyah Al-Kuwaitiyyah*, Volume 9 (Kuwait: Ministry Waqf, Tt), Pp. 260.

and selling, only *ijab* and *qabul* are pillarized, while the parties with contracts, objects, and prices are included in the terms of buying and selling. The terms in *bai' al-wafa* are also considered the same as the terms of buying and selling in general, except that in addition to the affirmation that the goods that have been sold in the contract that have been sold in the first contract until the predetermined grace period will be returned to the first contract at the first price and without transferring to others.¹⁰

3. Definition of Pawn

In Arabic terms “pawn” is termed *rahn* and another name, *al-habsu* which means “incarceration”. In Arabic terms pawn is called *al-Rahnu* in etymology meaning “fixed and eternal”. Jurisprudence calls the pawn¹¹ *al-Rahn*. A pledge is a receivable contract accompanied by collateral. Something that is used as collateral is called *marhun*, while the party who gives up the collateral item *rahin*, and the party who receives it is called *murtahin*.¹²

Ulam Hanafiyyah stated that pawning as a contract of trust by making the property of the *masyru'* as a guarantee of repayment. So a lien is a kind of debt guarantee or what is called *rahn*. Under Islamic law, a pawnshop is a liability for debts made by receivables that fail to fulfill their obligations and all appropriate merchandise can be used as collateral. The guarantee can be appreciated if agreed upon by both parties, the debt must not be repaid by the indebted party. Meanwhile, the right of the receiver is only related to collateral, if the person who owes it is unable to pay off the debt.¹³

Jumhur ulama agreed that it is permissible to carry out a pawn transaction, either doing it in a *safar* state or a *muqim* state. *Jumhur's* opinion states that it is different from *Mujahid's*, where he argues that sharia pawn only applies during *safar* circumstances, not during *muqim* circumstances. It is as explained by Ibn Mundzir and An-Nawawi of Dawud.¹⁴

4. Implementation of Baiul Uhdah di Sharia Pawnshop

Jumhur ulama other than Hanabilah agreed, it is not permissible for *murtahin* to take advantage of hocked goods. They argue that the ability to use pawn goods in the form of *markub* (animals that can be ridden) and *mahlub* (animals that can be milked according to the level of income incurred, applies if the *rahin* is unable to

¹⁰ Nasrun Haroen, *Ushul Fiqh I* (Jakarta: Logos Publishing House, 1996), Pp. 155.

¹¹ Abdul Wasik and Priest Fawaid, “Reformulation Utilization Pawn Items Perspective Law Islam” deep *Journal Oral Al-Hal: Development Thought and Culture*, Vol. 10 No. 2, December 2016, hLm. 316.

¹² Ghufron A.Mas'adi Fiqh Muamalah Contextual (Jakarta: PT Raja Grafindo Persada, 2002) Pp. 175-176.

¹³ Axle-Sarkhasi, *Al-Mabsuth*, Volume 11 (Beirut: Darul Ma'rifat, 1990), Pp. 63.

¹⁴ Muhammad Naim, *Masu'atu Masailil Jumhur Fil Fiqhil Islamic*, Jilid 1 (Egyptian: Darussalam, 2007), Pp. 479.

provide the cost of maintaining the pawned goods. So in these conditions, *murtahin* can use according to the level he spends for the care of hocked goods. As for Hanabilah they allow *murtahin*¹⁵ to use the pawned goods, if the pawned goods are animals that can be ridden or can be milked, with a note that the use is in exchange for the maintenance costs incurred by the *murtahin*.¹⁶ An explanation of each of the school's opinions in this matter, can be detailed as follows:

1. *Ulama Hanafiyyah*

Ulama Hanafiyyah argues that *murtahin* is not allowed to use hocked goods, either by riding, milking them or wearing them. This is because *murtahin's* right is to hold the hocked goods instead of utilizing the hocked goods. If the *murtahin* takes advantage of the hocked goods, and then the pawned goods are damaged or reduced in value, then the *murtahin* is obliged to pay compensation according to the price, because he is considered to have committed *ghosob*.

If *rahin* allowed *murtahin* to take advantage of hocks, then some *Ulama Hanafiyyah* allowed it but others forbade it. Those who forbid the view are that the use of hocks even with the permission of *rahin* is still usury or resembles usury. The permission from *rahin* to *murtahin*, does not change the status of usury or eliminate the *syubhat*. Some Hanafiyyah scholars detailed, if the use is required by *murtahin* during the contract, then it is forbidden. But if it is not required in the contract, then the law is allowed, because it is considered a *tabarru'* or benefactor from *rahin* to *murtahin*.¹⁷

2. *Ulama Malikiyyah*

Ulama Malikiyyah argue that *murtahin* can make use of hocks if *rahin* has given permission to *murtahin*, and the *dain* that occurs between the two is *dain mabi'* not *dain al-qordh*. As for if the *dain* that occurs between the two is *dain al-qordh*, then *murtahin* is not allowed to take advantage of it, because it includes taking advantage of receivables, and such is usury.¹⁸

Ibn Qosim said in the book of *At-Taju Wal Iklil Li Mukhtashori Kholi* Imam Malik said that if *murtahin* requires the use of pawn goods, while the *dain* that occurs is *dain al-Qordh*, then *murtahin* is not allowed to use hocked goods, because it includes taking advantage of receivables. As for if the *dain* that occurs is *dain mabi'*, then *murtahin* requires the use of pawn goods for a certain period of time, then this is allowed as long as the pawned

¹⁵ Fatma *Utilization Thing Pawn*. IQRA: Journal Science Educational and Islamic, Vol. 13 No. 02, July 2018, Pp. 33.

¹⁶ Ibn Rusyd, *Bidayatul Mujtahid*, Volume 1 (Egypt: Maktabah Ibn Taimiyyah, 1994), Pp 273.

¹⁷ Fakhruddin Az-Zu'ali, *Tabyinul Haqiq*, Volume 6 (Egypt: Mathba'ah Al-Kubra, 2005), Pp. 76.

¹⁸ Muhammad Al-Ghornathy, *Al-Qowanin Al-Fiqhiyyah* (Beirut: Dar Ibni Hazm), Pp. 334.

goods are in the form of houses and land, and makruh if the pawned goods are animals and clothes.¹⁹

3. Ulama Shafi'iyah

Ulama Shafi'iyah argued that *murtahin* should not take advantage of hocked goods. If *murtahin* requires in his contract something that is detrimental to *rahin*, for example utilizing and managing something resulting from a hock, then such a condition is void in their opinion. As found in the hadith *فهو الله كتاب في ليس شرط كل ب اطل*, meaning that any condition that is not found in *kitabullah* then the condition is a condition that is not met. In this case, because the conditions proposed by *Murtahin* are detrimental to the *rahin* party, the proposed conditions are null and void.²⁰

4. Ulama Hanabilah

Ulama Hanabilah argued that if a pawn item other than an animal such as a house or land, which in its care does not require costs, then the *murtahin* may not use the pawn item without *rahin's* permission, because the benefits resulting from the pawn goods are the right and property of the *rahin* party, so it is not permissible for anyone to take the benefits without *rahin's* permission. If *rahin* gives permission to *murtahin* to annul it without reimbursing him for the cost of utilization, while the *dain* that occurs is *dain al-qordh*, then it should not be for *murtahin* to take advantage of it, because it includes taking advantage of receivables, and that is so forbidden. But if the *dain* that occurs is *dain mabi'* and not *dain qordh*, then the *rahin* party gives permission to use to the *murtahin* party, then that is allowed. Similarly, if the *murtahin* party pays for the benefits he gets from the pawn goods, then the status of utilization by the *murtahin* party is allowed both *dain mabi'* and *dain al-qordh*.

As for if the pawned item is in the form of an animal that can be ridden or that can be milked, then *murtahin* can use it according to the level of costs he has incurred for the care of the pawn item even without *rahin's* permission.²¹

Bai' al-wafa itself is still applied in modern *muamalah* which until now can still be found in the Sharia Pawnshop of Purwokerto. The practice of *bai' al-wafa* is still running in the Sharia Pawnshop of Purwokerto. But nowadays they know him better by *rahn* (pawn). The author mentions that *bai' al-wafa* is the same as the law *rahn* is because when viewed from the meaning or meaning of *bai' al-wafa* i.e. that the goods that are collateral

¹⁹ Ibn Qosim, *At-Taj Wal Iklil Li Mukhtashori Kholil*, Volume 6 (Beirut: Darul Polar Alamiyyah, 1994), Pp. 561.

²⁰ Sulaiman Al-Bujairimi, *Hasyiyah Al-Bujairimi Bases Khotib*, Volume 3 (Beirut: Darul Fikr, 2007), Pp. 61.

²¹ Ibn Qudamah, *Al-Mughni*, Volume 4 (Beirut: Darul Kitab Al-Arobi, 2007), Pp. 385.

must be returned to the first owner until the appointed time arrives and the *rahin* has paid off the debt.²²

So, it can be said that today people still use the *bai' al-wafa* contract but with the name of akad *rahn*. That is, they can use the pledged item until the specified time and will return the item will return to the first owner. The practice of *rahn* among the public, if the *rahin* party has not been able to pay off the debt, the goods used as collateral or certificates remain in the hands of the *murtahin* until the debt is repaid or it can be said that the goods used as collateral are aimed at strengthening trust in the one who gives the guarantee. So that the goods that are used as collateral to the community and these goods (for example rice fields) will still be used or used. From this practice, the *rahn* contract today is like the meaning of the *bai' al-wafa* contract even though they use the *rahn* contract but the implementation of their contract is to use the *bai' al-wafa* contract. As explained above, that the goods used as collateral are overused (livestock) then it is included with usury.

5. Analysis of the Use of Baiul Uhdah in Collateral Goods Transactions in Purwokerto Sharia Pawnshop

Bai'ul 'Uhdah is also called Bai'ul Wafa, which linguistically comes from the word (الوفاء) which means the opposite of the word leave i.e. fulfill. In the book of *Al-Mausu'ah Al-Fiqhiyyah Al-Kuwaitiyyah* it says:

بيع الوفاء هو: البيع بشرط أن البائع متى رد الثمن يرد المشتري المبيع إليه، وإنما سمي بيع الوفاء لأن المشتري يلزمه الوفاء بالشرط

“*Bai'ul Wafa* is a sale and purchase with a condition, that is, if the seller is able to return the value of the goods he sold, then the buyer is obliged to return the goods he once bought from the seller called *bai'ul wafa* because the buyer is obliged to fulfill his promise with the conditions that have been set”.²³

In the concept of pawn transactions in Indonesia, it has become an *urf* or custom where the pawn holder uses the mortgaged goods as a form of compensation for the money he lent, so the concept of *Bai'ul Uhdah* or *bai' ul wafa* can be a solution to usury problems in pawn transactions. The owner of the pawn (*rahin*) and the lien holder (*murtahin*) can make *bai' al-uhdah* transactions when making a pawn contract. When the pawn contract the pawn owner can say “I sold this rice field to you for 50 million, and after 3 years later I will buy back this rice field at the same price”. With this kind of shighot contract, it is lawful for the lien holder to take advantage of the hocked goods, because this kind of utilization is no longer

²² Daughter, interview at Pawnshops Sharia Purwokerto, November 26, 2022, 14.30 Pm gmt

²³ Ministry Kuwaiti Waqf, *Al-Mausu'ah Al-Fiqhiyyah Al-Kuwaitiyyah*, Volume 9 (Kuwait: Ministry Waqf, Tt), Pp. 260.

considered to take advantage of the receivables, as the scholars of the four madhabs explained above. However, this utilization is a utilization like a buyer who uses the goods he buys.

Even though there are some scholars who forbid it, some other scholars allow it. Shaikh Ba'alawi in his book *Bughyatul Mustarsyidin* says:

بيع العهدة المعروف صحيح جائز وثبتت به الحجة شرعا وعزما على قول القائلين به، وقد جرى عليه العمل في غالب جهات المسلمين من زمن قديم

“*Bai'ul uhda* has *ma'ruf* again valid and may, its ability has been established by sharia and affirmed by the scholars who allow it. Similarly, this buying and selling has been practiced by most Muslims since time immemorial”.²⁴

The explanation above shows, that *bai'ul 'uhdah* or *bai'ul wafa* is allowed by some scholars in order to avoid usury in pawn transactions. This concept of buying and selling can be practiced, especially by our society in Indonesia, considering that pawn contracts and the habit of utilizing pawn goods have become a culture in the midst of our society. Therefore, it is not wise to punish usury pad a use of pawn goods carried out by the community, just because the ulama of the four madzhab forbid it, even though there are still some scholars who allow it, moreover the contract is a charitable contract that is mutually beneficial profitable, as well as carried out on the basis of help.

Against the practice of this contract, it has benefits that can provide benefits to every party who has a contract. That is, the seller gets money from the loan and has the opportunity to get the collateral item back, while the buyer benefits from the use of the collateral item and the buyer will continue to get the result until the predetermined grace period arrives. If it has reached the appointed time, he will get back the amount of money he has lent.²⁵

So, the author argues that this *bai' al-wafa* contract is still relevant to be carried out or practiced among the people now because of the mutual benefit of the parties (the existence of *hubrisy*). Apart from that, this contract is also still often practiced among the public in general, namely by using the *rahn* contract. However, the practice carried out by the community is in the form of a *bai' al-wafa* contract, which is an item that is collateral for a person's loan must return to the original party. At the same price and the collateral item can be utilized until the deadline of the agreement arrives and the first party can pay off the debt on the loan. Regarding the relevance of *bai' al-wafa* to today's society, the author argues that the *bai' al-wafa* contract is still relevant to be carried out among the community because of the mutual benefit of the parties (the existence of an element of *hubris*).

D. CONCLUSION

²⁴ Abdurrahman Ba'alawi, *Bughyatul Mustaryidin* (Beirut: Darul Polar Ilmiyyah, 1971), Pp. 166.

²⁵ Adina interview at Pawnshops Sharia Purwokerto, November 26, 2022, 14.00 WIB.

A lien is a *tabarru'* or derma contract by making one item as collateral for receivables. *Murtahin* withheld the mortgaged goods for a period of time until *rahin* paid off his receivables. The mortgage held by *murtahin* as the receivable giver serves as the giver of security. Since the pawn contract is a *tabarru'* contract, the *murtahin* is not allowed to do *tashorruf* over *rahn*, either by utilizing or selling it. Similarly to *rahin*, he is also forbidden to sell, give, or alms the mortgaged goods as long as he has not settled his receivables to the *murtahin*. The scholars differed on the use of the hock, whether the use was from the *rahin* or *murtahin* side. *Jumhur* clerics from among the Hanafiyyah, Malikiyyah and Hanabilah agreed that *rahin* should not use even pawned goods with the permission of *murtahin*. As for the Shafi'iyah, they allowed the *rahin* to make use of the mortgaged goods, noting that it was on the seizing of *murtahin*. In addition, Shafiyyah also require that the use made by *rahin* should not demoralize or reduce the value of hocked goods. They reasoned that if the original pawn item belonged to *rahin*, then the benefits resulting from the mortgaged goods were the right of the pawn owner, so it is not why for *rahin* to take advantage of the goods whose origin belonged to him. As for the use of pawn goods by the *murtahin* side, the scholars also disagreed on this matter. *Jumhur Ulama* from among the Hanafiyyah, Malikiyyah and Hanabilah agreed, if *murtahin* were not allowed to use hocked goods. They are of the view that the pledge contract is a *tabarru* contract, which is not allowed to take benefits. They are also of the view that taking advantage of the pledged goods, as well as benefiting from receivables, and thus including usury. Some Malikiyyah scholars allowed the use of pawns by the *murtahin*, but on the condition that the *rahn* contract that occurred was *rahn mabi'* not *rahn al-qordh*. As for the clerics of Hanabilah, in this case it differs from the opinion of *jumhur*. They allow the use of pawned goods, if the goods that are pawned are goods that need maintenance costs, but if the goods that are pawned are goods that do not need maintenance costs, for example, such as houses or land, then according to Hanabilah scholars, the *murtahin* party is not allowed to use the hocked goods. *Bai'ul Uhdah* or *bai'ul wafa* can be used as a solution to usury in the use of pawn goods. The pawn owner and the lien beneficiary can replace the usual lien transaction with a *baiul 'uhdah contract*, so that the utilization of the lien by the lien holder is no longer considered a form of taking advantage of the receivables. Apart from that, this contract is also still often practiced in the Purwokerto Sharia Pawnshop and the community in general even though it uses the *rahn* contract. However, the practice carried out by the community is in the form of a *bai' al-wafa'* contract, which is an item that is collateral for a person's loan must be returned to the initial party. At the same price and the collateral item can be utilized until the deadline of the agreement arrives until the first party can pay off the debt on its loan.

REFERENCES

Adinda, interview at Pergadaian Syariah Purwokerto, November 26, 2022, 14.00 WIB

- Al-Bujairimi, Sulaiman, *Hasyiyah Al-Bujairimi Alal Khotib*, Volume 3, Beirut: Darul Fikr, 2007.
- Al-Ghornathy, Muhammad, *Al-Qowanin Al-Fiqhiyyah*, Beirut: Dar Ibn Hazm.
- Alsa, Asmadi, Qualitative and quantitative approaches and their combination in the research of psychologist 3rd ed. Yogyakarta: Pustaka Pelajar, 2007
- As-Sa'di, Abdurrahman, *Tafsir As-Sa'di*, vol. 1, Beirut: Muassasah Ar-Risalah, 2002.
- Az-zuu'uli, Fakhruddin, *Tabyinul Haqoiq*, Volume 6, Egypt: Mathba'ah Al-Kubra, 2005.
- Ba'alawi, Abdurrahman, *Bughyatul Mustaryidin* (Beirut: Darul Kutub Ilmiyyah, 1971).
- Ministry of Religion of the Republic of Indonesia, *Qur'an and Its Translation*, Jakarta: PT Syaamil Cipta Media, 2005.
- Fatma, *Utilization of Pawn Goods*. IQRA: Journal of Educational and Islamic Sciences, Vol. 13 No. 02, July 2018.
- Haroen, Nasrun, *Ushul Fiqh I*, Jakarta: Logos Publishing House, 1996.
- Hermawan, Bagus, *Review of Islamic Law on the Use of Pawn Goods in Ikhsan Krapyak Kulon Sewon Bantul*. Az Zarqa: Journal of Islamic Business Law, Vol. 7 No. 2, December 2015,
- Kuwaiti Ministry of Waqf, *Al-Mausu'ah Al-Fiqhiyyah Al-Kuwaitiyyah*, Volume 9, Kuwait: Ministry of Waqf, tt, p. 260.
- Mardani, Sharia Economics Fiqh: Fiqh Muamalah, Jakarta: Kencana, 2013.
- Mas'adi, Ghufiron A., *Fiqh Muamalah Contextual*, Jakarta: PT Raja Grafindo Persada, 2006.
- Putri, interview at Pergadaian Syariah Purwokerto, November 26, 2022, 14.00 WIB.
- Qosim, Ibn, *At-Taj Wal Iklil Li Mukhtashori Kholil*, Volume 6 (Beirut: Darul Kutub Alamiyyah, 1994), p. 561.
- Qudamah, Ibn, *Al-Mughni*, Volume 4, Beirut: Darul Kitab Al-Arobi, 2007
- Rahman, Taufiqur, *Textbook of Contemporary Muamalah fiqh*, Lamongan: Acedemia Publishing, 2015
- Rusyd, Ibn, *Bidayatul Mujtahid*, Volume 1 (Egyptian: Maktabah Ibn Taimiyyah, 1994), p 273
- Syarifuddin, Amir, *Outlines of Fiqh* (Jakarta: Kencana, 2003), p. 299.
- Wasik, Abdul and Imam Fawaid, *Reformulation of the Utilization of Pawn Goods from an Islamic Law Perspective*. Oral Al-Hal: Journal of the Development of Thought and Culture, Vol. 10 No. 2, December 2016.