


Rahn And Wakalah Agreements From The Perspective Of Muamalah Law

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Article Info	ABSTRACT
Keywords: Contract of Services, Rahn, Wakalah, Muamalah	<p>Pawn in Islam is called with pawn. Pawn is a activity pawn goods as guarantee to a transaction debt incurred. Someone who pawns a the goods said (rahn) to then, then goods the still become owned by giver guarantee (rahn). As a result a recipient guarantee (murtahin) no may use or sell goods guarantee the before get permission from party giver guarantee. human, a object, a set of conditions, a system of thought or a class current events Study This use method study law bibliography, namely research that done with method researching ingredients library or secondary data. The data sources used includes primary data such as the Criminal Code and data secondary in the form of design laws, results research, and opinions expert law. Data collection techniques are carried out through studies literature with collect data from various source reading written. Data analysis was carried out with use technique qualitative data analysis For processing research data. In jurisprudence muamalah and KHES, pawn called with rahn. While inside law civil pawn called with pand. Please often We hear Good in Sharia economy and in Islamic financial institutions. This is in the banking world there is in form services. In general public lay No so understand What do you mean with meaning of the word. The State of Indonesia whose State Foundation is Almighty God and the majority inhabitant his country is Muslim Already the financial system that should be used based on Sharia principles. However, when This Sharia principles have not so realized its use. Wakalah in the form of handover or delegation from One party to the other party and must done with what has been agreed by the mandate giver.</p>
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INTRODUCTION

Islam is the perfect religion revealed by Allah AWT to the fore earth For become blessings lil'alamin (mercy) for all over nature). Islam is the only religion of Allah SWT that provides a clear and dynamic guide to aspect life man When only and in various situation, besides That capable face and answer various type challenges in every era.1Islam regulates order life with perfect, no only arrange someone's worship problem to God, but also rules problem transactions that is connection fellow human, relationship man with other creatures and with natural surrounding areas, such as social culture, agriculture, technology, no except in the field of economy. Islam views important problem economy, things this is

because economy is part from life human being who is not can be separated, but is not is objective end from life This but as means For reach more goals good. every man have need the main thing, namely clothing, food and shelter.

In the study of Fiqh Muamalah Maliyah there are contract *Wakalah, Hawalah, Kafalah, Al - Wadi'ah and Al - Rahn*. In the development of contemporary, Islamic Financial Institutions (LKS) use Contracts - contracts This For various required transactions public. These sharia contracts proven capable fulfil all over need society, so that public can divert all over the transaction through LKS, move from Conventional LKS services I.

Islamic law commands his people to help each other mutual help in all thing, one of them can done with method giving or loan. In the form of loan Islamic law maintains interest creditors or the person who gives loans so as not to until He harmed. Because of that that, the party creditors allowed request goods to debtor as guarantee on loans that have been given to him. Pawning Already is habit since time immemorial and already known in custom custom. Pawn yourself has There is since the time of the Prophet Muhammad. and the Prophet himself also did practice it. Not only only during the time of the Prophet, however pawn also still applicable until now. Proven with the amount institutions that oversee problem in pawn That alone, like Pawnshop and now Pawnshops also appeared Sharia. In Islam, pawnshops That No prohibited, but must in accordance with Islamic law, such as No to pick up flower in practices carried out.

Debt receivables sometimes No can avoided, even though Lots popping up phenomenon distrust between humans, in particular in the era now this. So that people are pressed For request guarantee object or goods valuable in lend his property. In case sell buy Really diverse, various the way people to looking for money and one of them with method *Rahn* (pawn). The scholars argue that pawn may done and not done including usury If fulfil terms and conditions. However Lots once a person neglects problem the until No A little from those who do pawn haphazard tanpa know base law pawn Therefore. that we will try A little explain What That pawn and its law. Islamic law stipulates rule with very regular shape, in it set right ownership treasure for every human beings. The Qur'an explains and details in detail the laws relating to with right inheritance without ignore right no one.

RESEARCH METHODS

Study This use method study law bibliography, namely research that done with method researching ingredients library or secondary data. The data sources used includes primary data such as the Criminal Code and data secondary in the form of design laws, results research, and opinions expert law. Data collection techniques are carried out through studies literature with collect data from various source reading written. Data analysis was carried out with use technique qualitative data analysis For processing research data become a systematic and rational report. Humans, a object, a set of conditions, a system of thought or a class incident p in the present time. Research descriptive aiming For describe or explain something matter like What existence, so that give clear picture about situations in the field What existence.

RESULTS AND DISCUSSION

General Purpose of *Rahn Contract*

Understanding the *Rahn Contract*

In Islamic jurisprudence classic, pawn known with Name *rahn*. The word *rahn* Alone in the sense of language it means to pawn, which means guarantee. While in a way etymological, *rahn* have a fixed meaning or sustainable. *Rahn* can also interpreted as (*al stubut, al habs*) which means determination or detention. In Islamic jurisprudence transactions, pawn normal called with term *Rahn* which is linguistically translated as with *ats-Tsubut wa ad-dawam* which means permanent and eternal. *Rahn* in terms of language it can also be equated with *al-habsu* and *al-uzuum* which means detention. In general term, *rahn* explained by several views, namely :

- 1) According to *al-Qurthubi*, *Rahn* is goods held by the party giving the credit as form guarantee from the person in debt until the debtor pay off the money ;
- 2) According to *Ibn Qudamah*, *Rahn* is property used as guarantee on debt so that the creditor can sell goods the if the debtor No capable pay his debt ;

The scholars also participated define term *Rahn*, namely :

- 1) According to the Maliki school of thought, it defines *Rahn* is property that is used the owner as guarantee debt of a nature tie ;
- 2) Then according to the Hanafi Madhab scholars, *Rahn* is make a goods as guarantee to rights (receivables) that may be made into as payer right said, good all in all and also part ;
- 3) And the last according to the scholars of the school of thought Syafi'i and Hambali, interpret that *Rahn* is make material (goods) as guarantee debt when the person in debt No Can pay his debt.

From the term terms that have been explained above, can taken conclusion that pawn or *Rahn* is agreement make a valuable things For made into as guarantee in accordance with agreement between people who are in debt with the person who owes it.

Legal basis for *Rahn* (pawn)

Legal basis *Rahn* namely found in QS al-Baqarah verse 283, where on paragraph the explain about allowed to transact with method No cash. Inside paragraph the has the meaning as following :

And the Lord The Lord O Allah Saffron And I will The Lord Kathaba Farahin The Most High Fina O Muhammad The Most High The Prophet Allah is the Most Gracious O Allah, The Most Gracious O Muhammad, And He is the Most Gracious Allah is the Most Gracious Rabbi And Allah The Lord of the worlds The Most High And I will And He is the Most Merciful Fina Allah is the Most Gracious Allah is the Most Gracious And in the name of Allah Bam Allah is the Most Gracious O Allah, the Most Gracious, ﴿تَاٰتِ﴾

Meaning : " If you in journey, while You No get a the recorder, should There is goods collateral held. However, if part You to believe others, let them be trusted That to fulfill his mandate (debt) and should he pious to Allah, his Lord. Don't be You hide testimony Because who hid it, really his heart sinful. Allah is All- Knowing What are you do it."

This verse become argument on may pawn. This verse also shows existence hock That when in journey or when No there is interpreter write what will write it down. The majority of scholars say that, the journey and not there are people who will write that, is not become condition for legitimacy mortgage, because the in *sahihain*, Rasulullah SAW. Alone Once pawn his armor to the Jews in Medina. The opposite from opinion This is Mujahid's opinion was that it was makruh do hock except in journey, because he stick to the verse This.

" *Acceptable bet*," according to The majority is, goods hock That should accepted or handed over to the person who receives pawn. Malik's opinion is valid hock That handed over to the person who receives pawn. Syafi'i think, goods the mortgage is in the hands of the person who receives it pawn is as mandate that must be accountable. So he is responsible answer on the items he keeps That from is lost or perish, except by reason of his negligence alone, then the disappearance goods That No erase the debt of the person who pawns. According to Abu Hanifa, he is of the opinion that mortgage that is submitted That is not as mandate to him, then If is lost or perish no the mortgager 's debt is discharged.

" And if part You deliver mandate to some (others) then the person who receives it should mandate That to fulfill his mandate ", in Interpretation of Al-Ahkam There is the Abu Bakar's statement such as following,

The sentence " and if " part You deliver mandate to some (others) " are connected (di-athaf -kan) with the sentence " the mortgage that is accepted." "Then with This it is clear that goods collateral received That is not as One trust to him, and different between mandate with goods collateral. Because according to prehistoric Arabic, two of the same thing No can connected (at- af - kan) between One with others. It is clear that collateral That is not mandate, and if No mandate, of course He responsible answer to goods collateral That.

Based on to information That then Abu Hanifah, Abu Yusuf, Muhammad Ibn Abi Laila, Hasan bin Salih say, if goods collateral That lost, it is mandatory he bears it according to higher price low from price market and more lower than debt. For example, if goods collateral That valuable 1000 rupiah and the debt is also 1000 rupiah, then should goods collateral That estimated more low than That.

Saqafi narrate from Usman al-Bathi, if collateral That consists of from gold, silver and cloth, it is obligatory for the person who receives it hock That responsible answer above it. But if collateral That in the form of land, houses and animals, are on not quite enough answer the pawnbroker. If goods That damaged perish, may the person who receives it pawn request return the money borrowed by the person who pawned it. Ibn Wahab narrated from Malik, if damage goods collateral That with clear can known, then is on the mortgagee 's dependents, but if no, above liability the receiving party pawn.

As for the argument Shafi'i mentioning that goods collateral That as mandate and not become liability the receiving party pawn is Hadith of the Prophet Muhammad SAW, namely, " Pawned goods That No close the person who pawned it, the profit is for him and the loss is for him on his responsibility too.

To be precise hock That No will to block it from nothing, he entitled accept profit thereof as he also bears will the loss. No close the person who pawned it, the profit is for him and the loss is for him on his responsibility too. Apart from the basics law From the Koran, there is

also a basis law that originates from A history hadith, where in hadith the explain that the Messenger of Allah once buy food from a Jewish with make his armor as guarantee. The sound of the hadith the is : " *Verily, the Prophet SAW bought material food from a Jewish with method in debt, and he pawning his armor* ". (Hr. al-Bukhari no. 2513 and Muslim no. 1603). On two grounds the law above, namely from the Qur'an and Hadith. So the law from pawn (rahn) is allowed, because there is Lots the benefits contained therein, namely as means Help help between fellow man.

Rukun and Conditions for Rahn (pawning)

In validity a pawnshop, then there is pillars and conditions that must be met fulfilled. However, in matter the cause difference opinion from a number of among Islamic scholars. According to majority of scholars, pillars pawn There are 4, namely :

- 1) Shigat (pronounced solemnization of a marriage)
- 2) People who agree (ar-rahin and al- murtahin)
- 3) Pawned goods (al- marhun)
- 4) And debt (al- marhun bih)

Opinion second originate from Hanafiyah scholars, according to him harmonious pawn That only there are 2:

- 1) Ijab (statement) deliver goods as guarantee by the owner goods) and;
- 2) Kabul (statement) willingness lending and receiving goods guarantee That)

In addition, to perfect and binding contract pawn said, according to they must there is al- qabdh (mastery) goods) by the creditor. So, the pillars from Rahn consists of from :

- 1) *Rahin*, namely the person who hands over goods ;
- 2) *Murtahin*, namely recipient goods ;
- 3) *Marhun / rahn*, namely pawned goods ;
- 4) *Marhun bih*, namely debt ;
- 5) *shighat* or solemnization of a marriage.

Then about terms and conditions pawn (rahn), Islamic jurisprudence scholars explain it in accordance with harmonious rahn. The conditions among others:

- 1) The giver (rahin) and the recipient (murtahin) of the pawn mature and wise, according to Hanafiyah scholars second split the reasonable party No required puberty but Enough sensible only. So from that, according to they child *the* little mumayyiz may do contract rahn, with condition contract rape committed by a child small that already mumayyiz the get agreement from his guardian.
- 2) Condition deceased bih (debt): obligatory returned by the recipient (murtahin) to giver (rahin), the debt Can paid off with guarantee said, and the debt must clear and specific.
- 3) Condition marhun (goods that are made guarantee), according to experts jurisprudence goods guarantee That is items that can be traded, have mark economical, can taken its benefits are known in a way clear about form, type, and value, then goods guarantee the is goods legally owned by the person who is in debt, not bound with other people's rights (property) union), his property intact No scattered in several place, value goods balanced with the amount of debt.

- 4) Condition shighat. According to Hanafiyah scholars, Akad pawn No may associated with condition certain or associated with the time to come come. If the contract interspersed with condition certain or associated with the time to come come, then the conditions cancelled whereas For the contract valid. While according to Malikiyah, Syafi'iyah, and Hanabilah scholars to argue that If condition the support smoothness contract, then condition the is allowed. However, if the conditions contradictory with tabi'at contract pawn so the conditions cancelled.

General Overview of *the Wakalah Agreement*.

Understanding *the Wakalah Contract*

Wakalah or *Wakilah* is a masdhar isim which etymologically means taukil, namely handing over, representing and guarding it. *Wakalah* in a way Language originate from the word *wakalah* which is a synonym, as long as *wadhafa* which means surrender. *Wakalah* also means *al- Hifzu* which means maintain and care for. The meaning of *Please* in a way term is a " request " somebody to others to become his representative in something that can represented ". While understanding please According to the DSN-MUI fatwa, it is " delegation " power by someone to others in things that are represented. So that please can interpreted as handover something by someone who is capable done Alone part from a tasks that can be done replaced, to another person, so that that person do it during his life.

Al- Wakalah in another meaning is delegation power by a person called as party First to others as party second in do something based on power or authority granted by the party first, will but if power That has implemented as required or who has determined so risk and responsibility answer on order the fully become party First or giver power

Please in practice delivery goods happen when or pointing to someone else or For represent himself send something. The person requested to be represented must deliver the goods to be he send For for others to those who represent in a contract. *Wakalah* No may cancelled on three object Because relate with other people. Three object the is as following : *Wakalah* No may cancelled on three object Because relate with other people. Three object the is as following :

- 1) *Please* For sell goods mortgaged Because relate with the right of the person who gives debt to be paid take his rights.
- 2) *Please* in disputes, such as If a the accused represent to a For to finish case plaintiff sue. In case This the accused No may cancel please his when has decide something without presence plaintiff.
- 3) *Please* For deliver goods somebody without the presence of a representative. In the case of This a representative must accept goods that and not may cancel his representative without the willingness of the person representing him Because with cancellation That means He has lost right without his willingness.

Based on definitions above, then can taken conclusion that which is meant with *al-wakalah* is handover from somebody to others to do something, and representative applicable as long as it represents Still life

Please According to The View of Scholars

Please have a number of different meanings according to some scholars, as follows This is each view from the scholars:

- 1) According to Hasbhy Ash shiddieqy, *wakalah* there is contract handover power in the contract That somebody appoint someone else as his replacement in act (to act)
- 2) According to Sayyid Sabbiq, *wakalah* is delegation power by someone to others in things that can be represented.
- 3) According to Malikiyah Ulama, *Wakalah* is action somebody represent himself to others to do the actions that constitute his right to action That No associated with giving power after dead, because If associated with action after dead means Already shaped testament.
- 4) According to the Shafi'iyah scholars say that *please* is one of the expressions that contain a delegation something by someone to other people so that other people carry out what can be controlled on Name giver power

Legal Basis of Wakalah

Legal basis from *please* is may done in bond sharia- compliant contract with base law *ibahah* (allowed). *Al - wakalah* Can be sunnah, makruh, haram, or even must in accordance with intention giver power, work that is authorized or other underlying and following factors. The Imams of the School agreed that representative in contracts (contracts, agreements, transactions) that can be replaced by someone else for do it is allowed during filled pillars. Each matter may replacement, during matter the is not matters concerning worship are bodily like prayer, fasting, and others No can represented. While that's okay done replacement is work that can be done done by other people, such as buying and selling, renting, paying debts, ordering demand rights and marriage so the law legitimate give *please*.

Al- wakalah is type contract *ja'iz min atfafayn*, namely second split party may and have the right cancel bond contract any time they want. Giver power (*al- muwakkil*) entitled to pull out power and stop recipient power (*al-wakil*) from authorized work. Vice versa for recipient power (*al-wakil*) has the right cancel and postpone self from ability his accept power.

Basic Basis for Determination Please

Al- wakalah set in Sharia based on a number of type dalil, sunnah and ijma, including :

- 1) Al-Qur'an

And the Lord The Most High Shakyamuni And I will grant you peace The Prophet The Lord of the worlds My name is O Allah, And He is the Most Merciful My name is O Allah, the Most Gracious Ain Yara O Lord, the Most Merciful Yafoy Allah is the Most Gracious And I will grant you peace Allah Allah is the Most Gracious Canaan O Allah, the Most Gracious The Most High ﷻ

Meaning : " *And if You worry about between dispute between both of them, then send it a judge from family man and a hakam of family Woman. If the two people are hakam mean to pawn goodness, Allah will surely give Taufik to him husband wife. Indeed Allah is the most merciful. know Again great fair.*" (QS. An-Nisa verse 35)

In another verse it is also explained :

And He is the Most Gracious And I will grant you peace *لِيَتَسَاءَلُوْا* And I will grant you peace Allah Allah is the Most Gracious And I will grant you peace KOM The Lord is the Most Merciful Allah is the Most Gracious The Lord of the worlds Yami O Allah Be the Lord Yami Allah is the Most Gracious The Most High O Allah, the Most Gracious Bam The Lord is the Most Merciful The Prophet O Allah, the Most Merciful And I will grant you peace Hail O Allah O Allah, the Most Gracious And the Most Merciful O Allah, O Lord The Lord And He is the Most Gracious The Lord of the worlds May Allah be pleased with you *وَلِيَتَلَطَّفْ* And Allah Yashara Bukham Allah is the Most Gracious ﴿١٩﴾

Meaning : " *And thus We raised them so that they each other ask between they Alone. Said one of them between they : already How many how long You are (here ?) ". They answer : "We are (here) for a day or half day ". Said (another) : " Your Lord more know How many duration You located (here). So ask someone between You For go to city with bring your silver coins this, and let Him See which one more food well, then it should be He bring food That for you, and let it be He Valid weak be gentle and don't once in a while tell your thing to no one (QS. Al- Kahfi 19).*

2) Hadith

Apart from having Lots mentioned In the Qur'an, there are many hadith the prophet who also founded wakalah, like In *the* Hadith it says : Meaning : " *From Jabir r.a. He said : I go out go to Khaibar Then I come to the Messenger of Allah SAW then he said : if you come to my representative, then take it from him 15 wasaq (HR. Abu Dawud).*

In life everyday, the Messenger of Allah had represent to others to various affairs. Among them is pay debt, representing setting limits and paying them, representing management camel, divide pen animals and others. Meaning : " *It is narrated from Buse bin Sa'id that Ibn Sa'diy al- Maliki said : Umar- employed I for take alms (zakat). After finished and finished I handed over the zakat to him, Umar ordered me to given fee. I said I Work only because of Allah. Umar replied : Take it. What are you give ; me Once work (like you) during the time of the Apostle, then he give me reward ; I also said like What are you say. Then the Apostle said: to I : If You given something without You ask, eat (accept) and give alms." (Muttafaq oh).*

3) consensus

The scholars agree with the consensus above it is permissible *wakalah*. Even they tend to deprive oneself of the sunnah *please* with reason that please is including type ta'awun or mutual help on base kindness and piety. Mutual help called for by the Qur'an and Sunnah by Rasulullah SAW. Allah says :

Meaning : " *...And please help You in (doing) righteousness and piety, and do not You mutual help in (committing) sins and transgressions..." (QS. Al-Maidah: 2)*

The Messenger of Allah SAW also said in hadith under This : Meaning : " *Has told us Yahya bin Yahya At-Tamimi and Abu Bakr bin Abu Syaibah and Muhammad bin Al- A'la Al-Hamdani and lafaz This Yahya 's he said : has to report to us, and said the others, had tell to us Abu Muawiyah from Al- A'masyi from Abu Şalih Abu Hurairah said : Rasulullah Şallallahu Alaihi Peace be upon you has said : goods Who to free believer from a worldly difficulties, then Allah will to free him from a trouble on the day doomsday. Whoever give convenience*

to the person who is in difficulties, then Allah will give ease in this world and the hereafter. Whoever closes shame a muslim, then Allah will close disgrace in this world and the hereafter. And God will always helps His servants as long as they are servants help his brother fellow Muslim " (HR. Muslim no.4867)

Pillars and Conditions *Please*

According to group Hanafiyah, pillars *please* That only consent accepted, will but the majority of scholars do not own similar opinions, they opinionated that pillars and conditions *please* At least there is four harmonious that is party giver power of attorney (*muwakkil*), party recipient power (*wakil*), the object of authority (*tawkil*) and consent accept (*accept*). The four of them explained as following :

- 1) The person who represents (*al- muwakkil*):
 - a) A person who represents or giver power must have right or have authority For bertasharruf in the fields something that he represents. Because of that somebody No legitimate If to represent something that is not right his.
 - b) The Giver power have right on something that he has power over.
 - c) The Giver power Already speak act or Mukallaf.
- 2) Person to be represented (*al- wakil*):
 - a) Reception power must own skills will a rules governing the contract process *wakalah*, so that speak law be one of the conditions represented.
 - b) recipient power is a person who can guard trust given by the giver power. This means that *Al-vice* No required ensure something that is beyond the limits, except Because his intention.
- 3) Objects represented :
 - a) Object must shaped work that at the moment empowered is is the job that should be done giver power (*al- muwakkil*). So that No legitimate represent a work that is not right his.
 - b) Authorized work must clear specifications and criteria, although only from One review. The law legitimate said, "I represent you For send goods ", although *the vicegerent* No know which item or goods What should he send.
 - c) Object must from type work that is allowed empowered by others. So the scholars think, no legitimate to empower something that is bodily worship pure, like prayer and fasting. Narnun may empowering worship that the body's ability to become condition implementation, not condition obligatory, such as Hajj and Umrah. Or dominate things that are perfection in a worship, such as distribution zakat assets to those who are entitled.
- 4) Acceptance / Acceptance of Marriage.

There are some conditions that must be met filled from aspect *sighat* / *ljab* and *qabul*, including is :

 - a) Language from giver power must represent willingness his deliver power to *al-vicegerent*, good shaped *sharih* (clear) as the statement "I represent to you sale my car this ", as well as *kinayah* (implied) or *satire* and can be interpreted different), such as " I " said make it yourself replace I For House This.

- b) From the side recipient power (*al-wakil*) only Enough accept it (*qabul*) even though No There is saying or action.
- c) Submission language power No associated with condition certain, such as speech, if Later my sister has go home, then you become my representative For sell car This different as it is If conditions apply in affairs spending on type *al- wakalah* al munjazah (wujud the mastery that has been there is), such as the statement "I represent yourself sell House This only just Help You sell only beginning month June just "
- d) *Sighat please* may with term of office limitation *the vicegerent*, like within a week or a month.

The End contract *Please*

There is a number of factors that cause the cessation contract *al- wakalah* namely:

- 1) *Al-Faskh* (cancellation) contract)

As above that *al- wakalah* is type contract *allowed but not required min at- trafayn*, namely for second party entitled cancel bond contract, anytime they want. So that when *al- murwakkil* dismiss *al-wakil* from delegated power, either with saying direct, send news or letter dismissal, then the status of *al- wākil* at a time right his power moment it was also revoked. This is applicable Good *al - vicegerent* present or No present, listening or No hear about regarding his dismissal. And if *the deputy* until too late do tasharruf, then rated canceled, even though *the deputy* Not yet accept news dismissal himself. Comparable when party *the deputy* who resigned self from contract, then *al- wakalah* set end although *al- muowakkil* Not yet know it.

- 2) Eligibility defects *his tasharruf*

Namely when one of them from second split party experience crazy, set sajih (disabled) Because wasting property) or falas (defect Because treasure No worth it with burden debt). Or because experience death, good known by the other party or No..

- 3) Loss of ownership status or right from giver power (*al- muwakkil*)

This matter happen when *al- muwakkil* such as sell powered motorcycle to *al- wākil* For for rent,

Miscellaneous *Please*

Please can differentiated becomes : *al- wakalah al- ammah* and *al- wakalah al- khassah*..

- 1) *the state of the khāṣṣah* is *please* Where giving authority For replace A position work that is of a nature specific. And has explained in a way detailed all something related with what it represents, such as send goods in the form of clothes or become advocate For finish case certain.
- 2) *And the mercy of Allah* is contract *please* Where giving authority nature general, without existence detailed explanation. Such as buy it I computer What just what you meet.

Apart from that, it is also differentiated on *the one who is...* and *al- wakalah absolute*, namely :

- 1) *The only way to do this is to have faith* is contract *please* Where authority and action the representative is limited with terms and conditions certain. For example sell it my car with price 100 million If cash and 150 million If credit.
- 2) *The Almighty is the only One contract please* Where authority and deputy No restricted with condition or rules certain, for example sell it car this, without mention desired price.

Implementation *Rahn* in Islamic Financial Institutions

Rahn is product support as alternative pawnshops, especially For help Customer in fulfil need its urgent incidentals. Related with *rahn* in practice Islamic banking, banks do not interesting benefit anything, except cost maintenance and security on pawned goods. Contract *rahn* can also be applied For fulfil bank request will guarantee addition on a giving facility financing to customers.

Contract *rahn* used in banking in two ways following, *rahn* used as product complement, meaning as contract additional (guarantee) or collateral) against other products such as in financing *ba'i al - murabahah*. The bank can withhold goods Customer as consequence contract In some Islamic countries including among them malaysia, contract *rahn* has used alternative from mortgage conventional. The difference collected from Customer is cost custody, maintenance, care, and assessment. Difference main between cost *rahn* and flowers pawnshop is from characteristic flowers that can accumulate and multiply double, while cost *rahn* only once and set in advance.

Implementation Contract *Please* in Islamic Financial Institutions

Please in system Islamic banking is contract giving power from Customer to the bank (recipient). *Please* in practice in LKS usually related with other agreements made by customers. For example in contract financing *murabahah*, the LKS party represents to Customer For look for the goods to be purchased with financing mentioned. Likewise in contract greetings, *istisna*, *ijarah* and contracts others who demand existence representative LKS party by customers. Practice Islamic banking, transactions *please* as if knife kitchen. Its existence not enough felt, but when No there is, new feel how importance. This is because transaction *please* often only become transaction supporters and not as transaction main. See just transaction financing *murabahah*, *salam*, *istishna*, all of them need transaction *please* For reason convenience. Without transaction *please* surely Islamic banks will be very troubled in give financing Because must buy Alone items needed debtor.

Please in Islamic Financial Institutions occurs if Customer give power to the bank for represent himself do work service certain, such as bookkeeping *letters of credit* and money transfers. On the basis of principle *wakalah*, the bank opens an L/C above request Customer with request Customer For deposit sufficient funds (100%) of the amount of L/C opened. The deposit of funds saved by bank with principle *wadiah* and bank collects *ujr* (fee or commission) as counter-performance. Provisions service about *ujr* (fee or commission)

CONCLUSION

In Islamic jurisprudence jurisprudence classic, pawn known with Name *rahn*. The word *rahn* Alone in the linguistic sense it means to pawn, which means guarantee. Whereas in a way etymological, *rahn* have a fixed meaning or sustainable. *Rahn* can also interpreted as (*al*

stubut, al habs) which means determination or detention. In Islamic jurisprudence transactions, pawn normal called with term *Rahn* which is linguistically translated as with *ats-Tsubut wa ad-dawam* which means permanent and eternal. *Rahn* in terms of language it can also be equated with *al-habsu and al-uzuum* which means detention.

Can taken conclusion that pawn or *Rahn* is agreement make a valuable things For made into as guarantee in accordance with agreement between people who are in debt with the person who owes it. Wow or representative is noun masdhar who is etymology meaningful taukil, namely submit, represent and maintain it. Wow in a way Language originate from the word wakalah which is a synonym, as long as wadhafa which means surrender. Wakalah also means al-Hifzu which means maintain and care for. The meaning of Please in a way term is a " request " somebody to others to become his representative in something that can represented ".

Whereas understanding please According to the DSN-MUI fatwa, it is " delegation " power by someone to others in things that are represented. So that please can interpreted as handover something by someone who is capable done Alone part from a tasks that can be done replaced, to another person, so that that person do it during his life. Please in practice delivery goods happen when or pointing to someone else or For represent himself send something. The person requested to be represented must deliver the goods to be he send For for others to those who represent in a contract.

Rahn is not only used in general pawnshop companies, but also this *rahn* practice has been implemented or applied in Islamic banking, but not as the main product but as a complement. One of the benefits that banks can take from this *rahn* practice is to provide security for all savers and deposit holders that their funds will not be lost just like that if the borrower breaks their promise because there is an asset or item (*marhun*) of collateral held by the bank. Research furthermore can use method study studies case for results study Can more empirical.

In Islamic Financial Institutions in general There is type products that use contract please that is product service in the form of *Letter Of Credit* (L/C) or forwarding request will goods domestically from overseas banks. *Wakalah* can also be done applied For transfer customer funds to party others, custody, clearing, payment, and service collection.

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