

Analysis of the Implementation of DSN-MUI Fatwa Number 25/DSN-MUI/III/2002 Concerning Rahn (Pawn) and Financing Restructuring Solutions at Pegadaian Syariah Binjai

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This study aims to analyze the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning rahn (Islamic pawn) and to examine financing restructuring solutions at Pegadaian Syariah Binjai. Rahn is one of the rapidly growing Islamic financing products, as it offers an alternative mechanism that is free from usury and aligned with Sharia principles. However, in practice, there are still potential inconsistencies, particularly in the determination of *ujrah* (service fees) and the handling of problematic financing. This research employs a descriptive qualitative method with a field research approach. Data were collected through interviews with Pegadaian staff and customers, as well as through relevant documentation. The data analysis techniques include data reduction, data display, and conclusion drawing. The results indicate that the implementation of the DSN-MUI fatwa at Pegadaian Syariah Binjai is generally in accordance with Sharia principles, especially in terms of rahn contracts and the prohibition of usury. However, there are indications that the determination of *ujrah* is not entirely independent of the loan value. In addition, problematic financing is mainly caused by customers' economic conditions and their limited understanding of the contract. To address these issues, the institution applies financing restructuring mechanisms such as rescheduling, reconditioning, and restructuring, which are considered effective and remain compliant with Sharia principles.

Keywords: Rahn, DSN-MUI Fatwa, Islamic Pawnshop, Financing Restructuring, *Ujrah*.

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1. Introduction

The development of Islamic financial institutions in Indonesia in recent years has shown an increasingly significant trend. This is in line with increasing public awareness of the importance of conducting financial transactions in accordance with Islamic principles, such as fairness, transparency, and the prohibition of *riba*, *gharar*, and *maisir* [1]. This growth is not only evident in the increasing number of Islamic financial institutions, but also in the increasingly innovative diversification of products and services to meet the needs of modern society. Thus, Islamic finance is no longer viewed as an alternative, but has become an integral part of the national financial system with great potential for continued growth [2].

One product that has experienced quite rapid development is sharia-based pawn financing, or *rahn*. This product is highly sought after because it offers a relatively fast, easy, and flexible process compared to other conventional financing options [3]. Furthermore, *rahn* also provides a short-term financing solution for people who urgently need funds without being trapped by interest. The presence of Pegadaian Syariah as an institution that provides this service further expands public access to financing in accordance with sharia principles, especially for the lower-middle class [4].

From an Islamic economic perspective, *rahn* is a debt guarantee agreement by using an item as collateral for the obligation to repay the debt [5]. This agreement has a strong legal basis in the Qur'an, hadith, and

the consensus of scholars, so that its existence is recognized as an important instrument in the Islamic financial system. However, the implementation of the rahn agreement must adhere to sharia principles, namely being free from elements of usury, gharar, and maisir [6]. Therefore, any practice that deviates from these principles has the potential to damage the essence of the sharia financial system itself.

To ensure the suitability of rahn practices in Islamic financial institutions, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) has issued Fatwa No. 25/DSN-MUI/III/2002 as an operational guideline [7]. This fatwa regulates in detail the mechanisms of Islamic pawning, including the rights and obligations of the parties, as well as provisions related to service fees (ujrah). The fatwa emphasizes that Islamic financial institutions are only permitted to receive compensation in the form of ujrah for the maintenance and storage of collateral, not from loans provided [8]. This provision is the main difference between the Islamic pawning system and conventional ones, which generally charge interest on loans.

Although it has been clearly regulated normatively, in practice, there is still potential for inconsistencies in the application of this fatwa. One problem that often arises is the determination of the ujrah, which is sometimes linked to the loan value or the value of collateral [9]. This situation has the potential to create the impression of practices resembling interest, thereby reducing public trust in Islamic financial institutions. Therefore, a comprehensive evaluation is needed to ensure that the practices carried out are truly in accordance with Islamic principles.

Furthermore, public understanding of the rahn contract is still relatively low. Many customers do not fully understand the difference between ujrah and interest, potentially leading to misunderstandings in transactions [10]. This lack of Islamic financial literacy presents a challenge for Islamic financial institutions in building trust and transparency with the public. Therefore, education and outreach are crucial for improving customer understanding of the products they use.

On the other hand, the increasing public demand for fast financing also has an impact on the increasing risk of problematic financing. Economic factors such as decreased income, job loss, and urgent needs are the main causes of customers' inability to meet payment obligations [11]. In these conditions, Islamic financial institutions are not only required to maintain financial stability, but must also adhere to the principles of justice and welfare as mandated in the maqashid al-syari'ah [12]. This principle emphasizes the importance of creating a balance between the interests of the institution and the welfare of customers.

One effort that can be made to overcome this problem is through financing restructuring. Restructuring is a strategic step taken to help customers fulfill their obligations without burdening either party [13]. Forms of restructuring can include rescheduling, adjusting requirements (reconditioning), and restructuring financing according to the customer's circumstances. This mechanism not only serves as a solution to problematic financing, but also as a form of implementing the principles of justice and mutual assistance in Islam.

Pegadaian Syariah Binjai, a sharia financial institution implementing the rahn system, is a relevant object for study. This is because the institution directly interacts with the community by providing sharia-based financing services. This study is crucial for assessing the extent to which the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 has been carried out in accordance with sharia principles, as well as the effectiveness of the financing restructuring mechanism in addressing issues that arise in the field.

Based on the above description, this study aims to analyze the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning rahn at Pegadaian Syariah Binjai, and to examine financing restructuring solutions from a sharia perspective. This research is expected to provide academic and practical contributions to the development of a more transparent, fair, and Islamically sound sharia financial system.

2. Literature Review and Problem Statement

The Concept of Rahn in the Perspective of Islamic Economics

Rahn is a crucial instrument in the Islamic financial system, serving as collateral for a debt. Etymologically, rahn means to remain or to be held, while terminologically, it is defined as the retention of an item as collateral for a debt obligation, which can be used to repay the debt if the debtor is unable to fulfill their obligations. [1] This concept demonstrates that rahn serves not only as a means of securing transactions but also as a form of protection for both parties.

From an Islamic economic perspective, rahn has a strong legal basis, both from the Qur'an, hadith, and the consensus of scholars. One of the legal bases for rahn is found in the Qur'an, Surah Al-Baqarah verse 283, which explains the permissibility of using goods as collateral in debt transactions [2]. In addition, the practice of rahn is also exemplified by the Prophet Muhammad SAW, who once pawned his armor to a Jew as collateral for the purchase of food [3]. This shows that rahn is a permissible practice as long as it does not contain elements prohibited in Islam. Therefore, the implementation of rahn must comply with sharia principles, namely being free from usury, gharar, and maisir [4]. In this case, rahn differs from conventional pawning which tends to contain elements of interest. Therefore, in practice, Islamic financial institutions must ensure that all rahn mechanisms are in accordance with the principles of justice, transparency, and the benefit of all parties involved.

DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 Concerning Rahn

To maintain the conformity of rahn practices with sharia principles, the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa No. 25/DSN-MUI/III/2002 as an operational guideline for sharia financial institutions [5]. This fatwa serves as the primary reference for implementing rahn contracts in Indonesia, particularly in the context of financial institutions such as Sharia Pawnshops. The fatwa explains that the pawned goods remain the property of the customer (rahin), while the financial institution acts as the pawn recipient (murtahin) who has the right to retain the goods until the debt is repaid [6]. In addition, this fatwa also stipulates that financial institutions are not permitted to profit from loans provided, but are only permitted to receive compensation in the form of ujah for the maintenance and storage of collateral [7]. This provision emphasizes the fundamental difference between the sharia and conventional pawn systems. In sharia pawnshops, there is no interest on loans, so the relationship between customers and financial institutions places more emphasis on the principles of mutual assistance and justice [8]. Therefore, the implementation of this fatwa is very important to ensure that the practice of rahn does not deviate from sharia principles.

Ujah in Rahn Contract

Ujah is a reward obtained by Islamic financial institutions for services provided, especially in terms of maintenance and storage of collateral in rahn contracts [9]. The concept of ujah is an important aspect in distinguishing sharia rahn from conventional pawning which uses an interest system. In sharia provisions, ujah must be clearly determined at the beginning of the contract and must not be linked to the amount of the loan provided [10]. This aims to avoid hidden elements of usury in transactions. Thus, the amount of ujah should be based on the real costs incurred for maintaining and storing collateral, not as a form of profit from the loan.

However, in practice, there are still indications that the determination of the ujah is sometimes influenced by the loan value or the value of the collateral [11]. This situation has the potential to create inconsistencies with sharia principles and is an important issue that requires further study. Therefore, transparency and

accountability in determining the *ujrah* are key factors in maintaining public trust in sharia financial institutions.

Problematic Financing in Rahn

Problematic financing is one of the main challenges faced by Islamic financial institutions, including in the practice of *rahn* [12]. This condition occurs when customers are unable to fulfill their payment obligations according to the agreed agreement. The factors causing problematic financing are very diverse, ranging from economic factors, such as decreased income and job loss, to non-economic factors, such as a lack of understanding of the contract [13].

From a sharia perspective, resolving problematic financing must be done while prioritizing the principles of justice and welfare. This is in line with the objectives of Islamic law (*maqashid al-syari'ah*), which aims to maintain balance and avoid losses for both parties [14]. Therefore, Islamic financial institutions are required to be not only profit-oriented, but also consider the conditions of customers. Furthermore, the approach used in handling problematic financing must also avoid actions that are detrimental or oppressive to customers. In this context, flexible and solution-oriented mechanisms are needed so that customers still have the opportunity to fulfill their obligations without experiencing excessive pressure.

Financing Restructuring from a Sharia Perspective

Financing restructuring is one solution that can be implemented to overcome problematic financing in Islamic financial institutions [15]. Restructuring aims to provide relief to customers so that they can continue to meet their obligations, while maintaining the financial stability of the institution. Forms of financing restructuring include several mechanisms, namely rescheduling, adjustment of requirements (reconditioning), and restructuring of financing (restructuring) [16]. Rescheduling is done by extending the payment period, reconditioning is done by changing some of the financing terms, while restructuring involves more fundamental changes to the financing structure.

From a sharia perspective, financing restructuring must be carried out based on the principles of mutual assistance (*ta'awun*) and justice [17]. This aligns with Islamic teachings, which encourage concessions to parties experiencing difficulties in fulfilling their debt obligations. Thus, restructuring serves not only as a technical solution but also as a form of implementing humanitarian values within the sharia financial system.

3. Method

This study uses a descriptive qualitative method with a field research approach that aims to analyze the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning *rahn* and financing restructuring solutions at Pegadaian Syariah Binjai. The qualitative approach was chosen because it is able to provide a deeper understanding of social phenomena and sharia economic practices that occur directly in the field, especially those related to the implementation of *rahn* contracts and the dynamics of problematic financing [18]. The data used in this study consists of primary and secondary data. Primary data was obtained through direct interviews with pawnshops and customers to gather information related to operational practices, understanding of contracts, and obstacles faced in financing [19]. Meanwhile, secondary data was obtained from various sources such as scientific literature, journals, books, and official documents relevant to the research topic to strengthen the analysis and theoretical basis [20]. Data collection techniques were carried out through interviews and documentation, which were then analyzed using data reduction techniques, data presentation, and systematic conclusion drawing to produce valid and structured findings [21]. Through this approach, it is hoped that the research can provide a comprehensive picture of

the suitability of rahn practices with sharia principles and the effectiveness of financing restructuring mechanisms in resolving problems that occur at Pegadaian Syariah Binjai.

4. Results and Discussion

Implementation of the Rahn Agreement at the Binjai Islamic Pawnshop

Based on interviews with employees of Pegadaian Syariah Binjai, it was discovered that the rahn financing mechanism is implemented through several systematic and structured stages. These stages include the customer's financing application process, collateral appraisal, determining the financing value, and executing the agreement between the two parties. This procedure demonstrates that Pegadaian Syariah has clear operational standards for implementing Islamic pawn practices. One informant stated that the process begins with the customer bringing collateral, then an appraisal is conducted to determine the item's physical condition, authenticity, and market value. Once the value of the item is agreed upon, the agreement is executed between the customer and the pawnshop.

The items used as collateral generally include gold, jewelry, and electronics, which have high economic value and are easy to store. These items are selected based on security, liquidity, and ease of valuation. This demonstrates that Pegadaian Syariah considers not only sharia principles but also technical and managerial aspects in its operations. Therefore, the mechanisms implemented comply with applicable operational procedures and ensure the security of transactions between both parties.

Furthermore, the interview results showed that the collateral remains the property of the customer (rahin), while the pawnshop only acts as a pawn recipient (murtahin) who has the right to retain the goods until the customer's obligations are paid off. One informant explained that the pawnshop only keeps the goods as collateral without taking over ownership. This shows that the practice is in accordance with the concept of rahn in muamalah fiqh, where ownership of the goods remains with the rahin, while the murtahin only has the right to retain them as collateral.

Overall, the implementation of the rahn contract at Pegadaian Syariah Binjai has been successful and in accordance with basic sharia principles. The mechanisms implemented reflect a balance between the interests of the institution and its customers, and demonstrate that sharia pawn practices can be a safe, fast, and Islamic financing solution.

Analysis of the Implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002

The results of the study indicate that the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 at Pegadaian Syariah Binjai is generally in accordance with sharia principles, particularly in the aspects of contracts and the prohibition of usury. Pegadaian Syariah does not take profits from loans given to customers, but rather earns income from ujah fees in return for storage and maintenance services for collateral. One informant stated that the institution only takes storage fees, not from the loans themselves, so that the practices carried out remain within the corridor of sharia.

However, in practice, there are still indications that the determination of the ujah is not entirely independent of the loan value or collateral value. Several informants stated that the amount of the ujah is often adjusted to the value of the goods or the amount of financing provided. This situation has the potential to create a discrepancy with the provisions of the DSN-MUI fatwa, which requires that the ujah be based on the actual costs of maintenance and storage, not the loan amount.

Furthermore, from a customer perspective, understanding of the rahn contract remains limited. Some customers don't clearly understand the difference between ujah and interest, so they tend to focus solely

on the ease of obtaining funds without considering the specific aspects of the contract. One customer stated that the most important thing was being able to obtain a loan quickly, without a thorough understanding of the concepts involved. This indicates that Sharia financial literacy still needs to be improved.

This situation indicates that while the implementation of the fatwa has been going well in principle, several aspects still need improvement, particularly in terms of transparency and customer education. Therefore, optimizing fatwa implementation depends not only on the institution's internal policies but also on the understanding of the public as service users.

Financing Restructuring Mechanism

To address problematic financing, Pegadaian Syariah Binjai has implemented a financing restructuring mechanism aimed at providing relief to customers. Research has identified three forms of restructuring: rescheduling (extending the loan term), reconditioning (adjusting the financing terms), and restructuring (restructuring the financing). These three mechanisms are designed to help customers experiencing financial difficulties continue to meet their obligations.

Restructuring is implemented selectively, only being granted to customers who demonstrate good faith in repaying their obligations. One informant explained that if a customer experiences payment difficulties, they are typically granted relief in the form of an extension of time before further action, such as auctioning off collateral, is taken. This policy demonstrates the flexibility within the Islamic financing system, which is not solely profit-oriented.

Furthermore, the pawnshop also considers the customer's economic situation before implementing restructuring policies. This demonstrates that the approach used is not solely administrative, but also considers humanitarian and fair aspects. Thus, financing restructuring serves not only as a technical solution but also as a form of social concern for customers.

The research found that restructuring was quite effective in helping customers meet their obligations, particularly in the form of extended payment terms. This demonstrates that the implemented mechanism is able to maintain a balance between the institution's interests and the customers' needs, thereby minimizing the risk of loss for both parties.

Analysis of Restructuring Compliance with Sharia Principles

From a sharia perspective, financing restructuring is permitted as long as it does not involve elements of usury and does not increase the customer's burden. This principle aligns with the Islamic values of justice and mutual assistance, which emphasize the importance of providing relief to those experiencing difficulties. Research shows that the restructuring practices at Pegadaian Syariah Binjai are fundamentally in line with these principles.

This is evident in the absence of additional interest or exploitative fees in the restructuring process. One informant stated that during restructuring, the pawnshop only provides an extension or payment adjustments based on the customer's ability, without adding any additional fees beyond the initial terms. Thus, the mechanism implemented is more oriented toward problem-solving than seeking additional profit.

However, several obstacles remain in its implementation, such as limited internal policies and a lack of customer understanding of the restructuring procedure. Some customers are even unaware of the restructuring facility, leading them to worry that their collateral will be immediately auctioned if payments are delayed. This demonstrates the need for improvement in outreach and transparency.

Overall, the financing restructuring at Pegadaian Syariah Binjai reflects the principles of justice and welfare in Islam. However, optimizing implementation still requires strengthening aspects of education,

transparency, and internal policies to ensure greater effectiveness and overall compliance with Sharia principles.

5. Conclusion

Based on the research results, it can be concluded that the implementation of DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning rahn at Pegadaian Syariah Binjai is generally in accordance with sharia principles, particularly in the aspects of contracts, ownership of collateral, and the prohibition of usury. The mechanism applied shows that the collateral remains the property of the customer, while the pawnshop only acts as a party that holds and stores the goods until the obligation is paid off. However, in practice, there are still indications that the determination of ujarah is not fully based on the actual costs of maintenance and storage, thus potentially deviating from the provisions of the applicable fatwa.

On the other hand, problematic financing at Pegadaian Syariah Binjai is generally caused by customer economic factors, such as decreased income and urgent needs, which increase the risk of non-repayment of collateral. To address this, the pawnshop implements financing restructuring mechanisms in the form of rescheduling, reconditioning, and restructuring, which have proven quite effective in helping customers fulfill their obligations and avoid auctioning collateral. This restructuring practice is also in accordance with sharia principles because it does not contain elements of usury and reflects the values of justice and mutual assistance (ta'awun). Therefore, although the implementation of rahn has been running well, improvements are still needed in terms of cost transparency and customer education so that the implementation of financing contracts and restructuring can be more optimal and fully aligned with sharia principles.

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