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THE USE OF PAWNED GOODS BY THIRD PARTIES IN THE PERSPECTIVE OF FIQH MUAMALAH (CASE STUDY IN GEJIWAN VILLAGE, KRASAK, SALAMAN DISTRICT, MAGELANG REGENCY, CENTRAL JAVA)

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Abstract

This study examines the practice of using motorcycle collateral by third parties in *rahn* contracts without *rahin* approval in Gejiwan Village, Krasak, Salaman District, Magelang Regency, Central Java. Using an empirical juridical approach with qualitative methods through interviews, observations, and documentation of four informants, *Murtahin,* two *rahin,* third parties. The findings of the study revealed that motor vehicles that were used as collateral were transferred to a third party without the consent *of rahin* as the legal owner. This transfer does not meet the legal requirements *of rahn* in *fiqh muamalah* because of the absence of the owner's permission and the clarity of the contract between the parties. In addition, the profits received *by murtahin* through the handover of third-party funds clearly resemble the practice of usury, which is prohibited in Islamic law. Although it is based on the spirit of *ta'awun*, the practice needs to be reviewed to be in harmony with the principles *of fiqh muamalah*.

Keywords: *Rahn*, Pawn Goods, Third Party, *Fiqh Muamalah*

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INTRODUCTION

Social life is basically characterized by interaction and interdependence between individuals in fulfilling the needs of life. The reality in society, various problems cannot be avoided for survival, both related to economic aspects and other aspects of life. One of the problems most often faced by the community is economic pressure that arises due to an imbalance between income and living needs, such as the cost of education, health, and daily basic needs. This condition encourages people to look for various alternatives to meet their needs. One of the things that often happens is borrowing and lending or debt and receivables, either without collateral or with collateral which is often called a pawn (Anis Asliyah, 2022).

The community takes debt and receivable transactions as a shortcut to overcome these economic pressures, both without collateral (*qardh*) and with collateral (*rahn*). In fiqh muamalah, although there are differences in views between the four madhhabs regarding the conditions for returning *qardh*, all scholars agree that *qardh* is a *tabarru'* contract and taking profit from it is prohibited (Anriani, 2021).

Rahn or pawn according to the scholars of Shafi'iyah is to make an object as collateral for the debt, where the object can be used to pay off the debt if the debtor is unable to pay. In the Qur'an surah Al-Baqarah verse 283, Allah says that: (Kurnia Ningsih, 2021)

وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَانٌ مَقْبُوضَةٌ ۖ فَإِنْ أَمِنَ بَعْضُكُمْ بَعْضًا فَلْيُؤَدِّ الَّذِي اؤْتُمِنَ أَمَانَتَهُ وَلْيَتَّقِ اللَّهَ رَبَّهُ ۗ
وَلَا تَكْتُمُوا الشَّهَادَةَ ۚ وَمَنْ يَكْتُمْهَا فَإِنَّهُ آثِمٌ قَلْبُهُ ۗ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ

Meaning: *"And if you are on a journey and you do not get a writer, then there should be a collateral in hand. But if some of you believe in others, let the one who is trusted fulfill his mandate (his debt) and let him fear Allah, his Lord. And do not hide the testimony, for whoever conceals it, his heart is unclean. Allah knows what you do."*

In this paragraph, it is very clear that if there is a *muamalah* (debt and receivables) no one records the transaction, it is recommended to provide collateral as security. However, if there is a basis of trust between the parties in the transaction, the trusted party must fulfill its mandate honestly.

The practice of pawning that occurred in Gejiwan village, Krasak, Salaman District, Magelang Regency, Central Java, is geographically quite far from the city center. Access to this village is not easy because the road is winding and has to go through terrain that goes up and down, considering that this village is in a hilly area. Such geographical conditions cause limitations in transportation access for villagers. This limited access has an impact on the difficulty of villagers to reach

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formal financial institutions, such as banks or pawnshops, especially when faced with urgent needs.

This pawn practice is not carried out with formal institutions, but through a local community leader who acts as the pawn receiver (*murtahin*) who has more financial capability and wants to help the villagers. Residents who need funds can borrow money with certain goods as collateral, such as motorcycles. Interestingly, the *murtahin* does not set a strict loan repayment time limit for the rahin and does not charge additional fees, such as storage and maintenance costs for the collateral. However, the pawned goods that are in the possession of the murtahin, which should be cared for by the *murtahin*, are actually utilized by a third parties.

The third party is allowed to use the motorcycle that serves as collateral as long as the vehicle is still in the possession of the *murtahin*, in other words, as long as the *rahin* has not been able to pay off their loan. As a form of guarantee for the use of the motorcycle, the third party hands over a sum of money to the *murtahin* with the same nominal amount as the loan received by the *rahin*. The agreement made by the *murtahin* with the third party states that the third party's money will be returned by the *murtahin* if the rahin can pay off their loan and intends to take back the pawned motorcycle. For example, a *rahin* borrows money from a *murtahin* amounting to Rp3,000,000 by guaranteeing one motorcycle unit. When the motorcycle is in the possession of the *murtahin*, a third party appears who needs a motorcycle at a more affordable price than the market. The third party then utilizes the rahin's collateral motorcycle by handing over a sum of money to the *murtahin* equal to the value of the *rahin's* loan, as a form of guarantee as long as the motorbike is used.

The pawn practice involving a third party as happened in Gejiwan Village causes legal problems in the perspective of *fiqh muamalah*. On one hand, this practice is born from a sense of wanting to help fellow villagers. But on the other hand, the utilization of pawned goods by a third party has the potential to deviate from the provisions of rahn in *fiqh muamalah*, especially regarding the prohibition of taking benefits from collateral goods. Therefore, this phenomenon is interesting to be studied further to find out its conformity with the principles of *fiqh muamalah*, as well as to provide a more comprehensive understanding for the community so that the pawn practice carried out not only helps economically, but is also in accordance with Islamic law.

To show the originality of the research conducted, the author refers to several previous studies. The first study is a research conducted by the title David, (2024) *"The Implementation of Rice Field Pawning in the Perspective of Fiqh Muamalah (Study of Rasabou Village, Sape District, Bima Regency, West Nusa Tenggara*

Province)". And the second research was conducted by Anis Asliyah, (2022) with title *"The Utilization of Pawn Goods in the Four Madhhabs"*. This study only focuses on the relationship between the two parties, thus leaving a gap (*Research gap*) on the research on pawn practices in Gejiwan Village involving third parties.

The purpose of this research is to describe the mechanism of transferring motorcycle pawn goods to a third party in Gejiwan Village, analyze and explain the view of *fiqh muamalah* on the utilization of pawn goods by a third party without the *rahin's* permission. Field research is used to achieve this goal with a qualitative method and an empirical juridical approach. Data collection was carried out in Gejiwan Village, Krasak, Salaman District, Magelang Regency, Central Java. Primary data through interviews with four informants (*murtahin*, 2 *rahin*, and third parties) were selected by purposive sampling, while secondary data was sourced from sharia literature. Then it was analyzed through the stages of reduction, data presentation, and drawing conclusions by source validity test triangulation.

LITERATURE REVIEW

Rahn in terms of terminology is the act of making a valuable object (*mal mutaqawwam*) as a debt binder, so that it is possible to pay off the debt from the value of the collateral if the debtor is unable to fulfill his obligations at the agreed time. (Naris et al., 2025)

The legal position of each party in the *rahn* contract is very strictly defined. The *rahin* as the pawn giver retains ownership status (*malikiyyah*) over the goods guaranteed during the pawn process. The murtahin as the pawn receiver only obtains physical possession rights (*haqq al-habs*), to hold the goods until the debt repayment is fulfilled (Ramadani & Shiddiq Abdillah, 2026). This structure confirms the basic principle that rahn does not transfer ownership at all, but rather only transfers the right of detention. The implication is that all actions that exceed the limits of the right of detention, including utilizing, transferring, or lending goods to other parties, automatically step out of the corridor justified by sharia.

The views of scholars regarding the utilization of pawned goods, the Syafi'i and Maliki madhhabs prohibit the murtahin from utilizing pawned goods in any form. The Hanafi madhhab allows the murtahin to utilize them if getting permission from the rahin. Conversely, the Hambali madhhab allows utilization but only for riding and milking animals. This exception is based on the authentic hadith Bukhari no. 2329,

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حَدَّثَنَا مُحَمَّدُ بْنُ مُقَاتِلٍ، أَخْبَرَنَا عَبْدُ اللَّهِ، أَخْبَرَنَا زَكَرِيَّاءُ، عَنِ الشَّعْبِيِّ، عَنْ أَبِي هُرَيْرَةَ ـ رضى الله عنه ـ قَالَ قَالَ رَسُولُ اللَّهِ صلى الله عليه وسلم. " الرَّهْنُ يُرْكَبُ بِنَفَقَتِهِ إِذَا كَانَ مَرْهُونًا، وَلَبَنُ الدَّرِّ يُشْرَبُ بِنَفَقَتِهِ إِذَا كَانَ مَرْهُونًا، وَعَلَى الَّذِي يَرْكَبُ وَيَشْرَبُ النَّفَقَةُ ".

From Abu Hurairah, the Messenger ofAllah (ﷺ) said: *"An animal that is pledged can be used for driving as long as it is fed and the milk of a dairy animal can be drunk according to the cost incurred for it. The person who rides the animal or drinks its milk must provide the cost"*. Al-Buhkari

The provisions for the utilization of collateral goods (*marhun*) are also regulated in the DSN-MUI Fatwa No.25/DSN-MUI/III/2002 concerning rahn. In this Fatwa, it is explained that the *marhun* and its benefits remain the property of the *rahin*, and the *murtahin* may not utilize it except with the rahin's permission. The provisions of this Fatwa emphasize that the ownership rights and utilization rights of collateral goods remain with the *rahin* as long as the contract lasts. (National Sharia Council, 2002)

The views of scholars and existing modern regulations only focus on the limits of utilization between the *rahin* and *murtahin*. There is no theoretical foundation yet that examines the transfer of collateral goods to a third party. It is this legal loophole that makes the pawn practice in Gejiwan Village need to be analyzed further to clarify the limits of the *murtahin* authority based on sharia.

RESEARCH METHOD

This research is qualitative research with an empirical juridical approach that aims to compare case studies or ethnography, this approach is chosen because it is able to dissect how far real practices in the field (das sein) are in line with the ideal law of fiqh muamalah (das sollen) (Abdussamad, 2021). The research was conducted in Gejiwan Village, Krasak, Salaman District, Magelang Regency, Central Java, focusing on the practice of informal pawning involving third parties in the use of motorcycle collateral without *a rahin's* permission. Primary data was obtained through interviews with four informants who were selected using purposive sampling techniques based on direct involvement, consisting of *murtahin*, two *rahin*, and third parties. Secondary data is sourced from literature, fiqh books, scientific journals, and related regulations. Data analysis is carried out through data reduction, data presentation, and conclusion drawing by testing the validity of the data using source triangulation (Nasution, 2023).

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RESULTS AND DISCUSSION

The mechanism of the use of pawned goods by third parties in the practice of pawning in the community of Gejiwan Village

The results of the descriptive statistical test on the independent variables, moderated dependent variables can be seen in the following table:

The practice of pawning in Gejiwan Village has been running informally for quite a long time. This is confirmed directly by *murtahin*, he states:

"I have been running this pawnshop practice since 1996".

This transaction is carried out without documents or written agreements, but only relies on mutual trust between citizens. *murtahin opinion*:

"There are no additional costs, because if there were, the income would be considered unblessed. My main goal is to help those in need, as long as there is an item for collateral. Moreover, I do not set a repayment deadline so that the borrower feels at ease."

This attitude is basically in line with the principle *of ta'awun* in *the fiqh of muamalah*. However, this practice shows that the motorcycle that is used as collateral is actually transferred to a third party. This action raises problems because of the validity of transactions in Islam with contracts that are free from *riba*, *gharar*, and *maisir* (Syukron Ulinnuha & Kurniawati, 2024;).

The transfer practice highlights a significant discrepancy in statements between the *murtahin* and the *rahin* regarding usage permission. The *murtahin* claimed that the third party's utilization of the pawned motorcycle had the *rahin*'s permission from the very beginning, stating:

"Yes, it's okay to use the motorcycle as long as you are responsible if there is damage".

Conversely, the *rahin* felt they had never granted such permission. One of the *rahin* was shocked upon discovering their vehicle in someone else's possession:

"From the beginning, there was no talk about it; I was surprised when suddenly the motorbike was used by a relative's neighbor. Therefore, I consider that I never gave permission."

Another rahin also refused and only realized when he wanted to pay off the loan, his vehicle was not in the *murtahin* residence:

"There is no permit, when I want to redeem the motorbike there is no one, he said it was used by someone else".

From the third party's perspective, they were fully aware that the motorcycle being used was an unredeemed pawned item, even assuming that the owner might never retrieve it.

""Yes, usually it's not taken back by the owner. And in my opinion, this practice is allowed as long as there is no interest system. The main problem with banks is the interest.

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Here, if we borrow two million rupiah, we return exactly two million. Interest is what constitutes riba".

This mindset reflects a partial understanding of *fiqh muamalah*. In the study of Islamic jurisprudence, transferring possession of pawned goods to another party without contractual clarity and the lawful owner's permission is categorized as an unjustified act (Arifin & Ulumuddin, 2023).

The law of using pawned goods by third parties without rahin permission according to the perspective *Fiqh Muamalah*

The Normatively, a *rahn* contract in *fiqh muamalah* is built upon the foundations of *ta'awun* and justice (Choirunnisak & Lidian Handayani, 2020). In the book *Al-Umm*, Imam Al-Shafi'i asserts that the pawned goods (*marhun*) remain the property of the *rahin* for the duration of the pawn period, meaning the *murtahin* possesses absolutely no right to utilize them except with explicit permission from the *rahin* (David, 2024) .

Scholars hold varying opinions regarding the utilization of pawned goods. First, the Shafi'i and Maliki madhhabs strictly prohibit the *murtahin* from utilizing pawned goods in any form, with or without the *rahin*'s permission, especially if the utilization serves as compensation for the loan. Second, the Hanafi madhhab allows the *murtahin* to utilize the goods if they obtain permission from the *rahin*, provided the benefit is not made a condition in the debt contract. Third, the Hanbali madhhab allows the *murtahin* to utilize pawned animals purely to cover maintenance costs (Anis Asliyah, 2022). Although Sahih Al-Bukhari Hadith No. 2329 allows the *murtahin* to use pawned goods, the permissibility strictly relates to the maintenance costs that the *murtahin* must bear Al-Buhkari.

In the practice occurring in Gejiwan Village, the pawned goods under the *murtahin*'s control which should be cared for by the *murtahin* are instead utilized by a third party without the *rahin*'s knowledge and permission. This action exceeds the limits permitted by all madhhabs, because even the most lenient school, the Hanafi madhhab, requires the *rahin*'s permission as an absolute condition for utilization (Anis Asliyah, 2022). Furthermore, the practice lacks a structured contractual framework. Even though the *murtahin* does not collect storage fees, they acquire economic benefits through the money handed over by the third party.

The conflicting statements between the *murtahin* and the *rahin* indicate that the *sighat* (offer and acceptance) was not clearly established. The *murtahin*'s act of using pawned goods without the *rahin*'s permission can be categorized into two simultaneous violations: *ta'addi* (exceeding the limits of authority) and *tafrit* (negligence in safeguarding the trust). Both violations carry significant legal

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implications, particularly regarding compensation liability (*daman*). Fiqh scholars agree that if the pawned item suffers damage, loss, or a decrease in value due to *ta'addi* or *tafrit*, the *murtahin* must fully bear the resulting losses. According to some scholars, this responsibility becomes absolute (*daman al-ghasb*) if the act qualifies as *ghasb*—the unlawful possession of another's property (Ramadani & Shiddiq Abdillah, 2026).

The *murtahin*'s failure to request permission from the *rahin*, when evaluated against the DSN-MUI Fatwa No. 25/DSN-MUI/III/2002, is deemed legally defective. The fatwa explicitly demands the *rahin*'s permission if the pawned goods are to be utilized by the *murtahin* (National Sharia Council, 2002).

Informal pawning practices like those in Gejiwan Village can also be analyzed through two different customary approaches. First, the *'urf shahih* approach (valid customs acceptable under sharia), which are customs that do not contradict textual evidence (*nash*) and do not cause harm. Second, the *'urf fasid* approach (corrupt customs), which are customs that, despite being deeply rooted in society, fundamentally contradict the basic principles of sharia (Syarvina et al., 2021). The unauthorized transfer of pawned goods to a third party cannot be categorized as *'urf shahih*; rather, it is *'urf fasid*, as it directly violates fundamental principles of *fiqh muamalah* agreed upon by all madhhabs, regardless of how long the custom has persisted.

During the interviews, the *rahin* expressed that pawned goods should not be used by anyone without the owner's permission and are better kept safely until the debt is settled. However, one *rahin* noted that occasional personal use by the *murtahin* might be understandable to prevent the item from deteriorating due to disuse. These views generally align with the majority opinion of scholars who prohibit the utilization of collateral by any party without the rightful owner's permission. Pawned goods are an *amanah* (trust) that must be safeguarded and returned in their original condition. Consequently, anyone using them without permission commits *ta'addi* (breach of trust), which necessitates accountability (Ramadani & Shiddiq Abdillah, 2026).

The statement from the *rahin* expressing helplessness because they had received financial assistance highlights an economic dependency relationship between the *rahin* and the *murtahin*, a dynamic frequently found in rural communities. A *rahin* in a financially desperate situation lacks the leverage to raise objections or renegotiate agreed terms, even if those terms are objectively detrimental to them. In *fiqh muamalah*, this condition can foster exploitation of the

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weaker party, fundamentally contradicting the values of justice and equality that form the basis of Islamic muamalah (Anugrah et al., 2025).

The view of another *rahin* justifying limited use for maintenance introduces a more complex viewpoint. According to Ibn Qudamah in the book *Al-Mughni*, a *murtahin* is indeed permitted to utilize pawned goods within the limits necessary for their care and upkeep, provided the *rahin* has granted permission and the *murtahin* gains no excessive profit. However, this perspective cannot justify transferring possession of pawned goods to a third party completely uninvolved in the initial contract, especially when accompanied by financial compensation that directly benefits the *murtahin*.

The third party argued that such practices are permissible due to the absence of an interest element, unlike conventional banks. This view reflects a partial understanding of *fiqh muamalah* principles. While the absence of interest is crucial, the validity of a contract is not solely determined by the absence of *riba*. Wahbah Al-Zuhaili and Mustafa Ahmad Al-Zarqa assert that a valid Islamic contract must fulfill four elements: (1) a clear *sighat* (offer and acceptance), (2) parties possessing legal capacity (*ahliyyah*), (3) a contract object with clear ownership, and (4) an objective (*mawdu'ul aqd*) free from sharia-prohibited elements like *riba*, *maisir*, and exploitation (*zulm*) (Yusril & Sari, 2024) . Thus, the mere absence of interest is insufficient to validate the practice in Gejiwan Village.

Considering this practice valid simply because it lacks formal interest reflects a superficial mindset that fails to capture true legal complexity. The prohibition of *riba* is indeed a paramount pillar in the Islamic muamalah system, but it is only one of many principles that must be simultaneously fulfilled for a transaction to be valid under sharia law (Ibnu Fazda et al., 2024).

Qawa'id fiqhiyyah (rules of fiqh) that are relevant to assess cases like this, one of which is "*Al-umuru bi maqashidiha*" (All affairs are judged based on their purpose and purpose). And the more specific branch of the rule is "*Al-'Ibratu fil 'Uqūd li al-Maqāṣid wa al-MaFencenī lā li al-Alfāẓ wa al-Mabān*", meaning: What is the focus of an agreement is the purpose and meaning it contains (substance), not just its physical expression and appearance (Dwi Agustina Dewi et al., 2025) . This rule requires that the assessment of a transaction is not enough from words alone, but must also pay attention to the substance and impact it causes. If a transaction formally does not contain interest, but substantively results in conditions that are not much different from the interest mechanism, where one party obtains a definite financial benefit while the other party bears the risk. Therefore, a transaction cannot be judged from the surface alone but must also be reviewed from the purpose and consequences it causes.

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Examining more deeply the views of the informants in the case of Gejiwan Village reveals an interesting phenomenon, there is a significant gap between the normative understanding of fiqh muamalah and the understanding of these values in the daily practice of the community. This distance is not solely the result of a lack of knowledge, but is also the result of a complex process of social adaptation, where urgent economic needs often encourage people to take shortcuts without first considering their conformity with *sharia principles*.

In a broader context, the Gejiwan Village case emphasizes the importance of adequate muamalah education so that the community not only knows what is forbidden but also understands the underlying reasoning and the permissible sharia alternatives. This case also highlights the urgent need for accessible Islamic microfinance institutions at the rural level. A primary reason communities rely on informal pawning systems is that formal financial institutions are perceived as too complicated, geographically distant, or unsuitable for their financial scale. The presence of professionally managed Islamic microfinance institutions that remain close to the community, such as Baitul Mal wat Tamwil (BMT), can serve as a structural solution, allowing the community to access sharia-compliant pawning services without falling into informal practices riddled with legal loopholes (Arifin & Ulumuddin, 2023).

Finally, it is important to emphasize that criticism of the legal aspects of the practice of pawning in Gejiwan Village is not intended to override the social values and spirit of *ta'awun* that underlies the practice. The spirit of helping in facing economic difficulties is a very noble value in Islam and must be maintained. What needs to be fixed is the formal framework, so that the spirit of *ta'awun* is not distorted into a practice that has the potential to harm the parties who need protection the most. By rearranging the informal pawn mechanism that is more in accordance with the provisions of fiqh muamalah, the value of *ta'awun* can be realized in a more fair and transparent manner for all parties involved. And with the presence of accessible sharia microfinance institutions at the rural level, such as *Baitul Mal wat Tamwil* (BMT), it can be a structural solution that allows people to access sharia-legal pawn services.

CONCLUSION

Pawn practice (*Rahn*) that took place in Gejiwan Village showed that even though it was based on the spirit *ta'awun*, the implementation deviates from the provisions of the *Fiqh Muamalah*. Collateral in the form of motorcycles is used by a third party without permission *rahin* as the rightful owner. The absence of

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permission, as well as the absence of a contract that binds all parties, makes this practice flawed according to Islamic law. Economic benefits obtained *murtahin.* Through third-party money also has the potential to resemble a prohibited practice *Shari'a*.

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