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IMPLEMENTATION OF THE FATWA OF THE NATIONAL SHARIA COUNCIL NUMBER 25 OF 2002 CONCERNING GOODS STORAGE SERVICES AT SHARIA PAWNSHOPS JAMBI BRANCH

Rapiah Siregar,[1] Pidayan Sasnifa,[2] Ilham Abdi Prawira,[3]
Faculty of Sharia, Sultan Thaha Saifuddin State Islamic University, Jambi[123]
Email: rapiahsiregar27@gmail.com , pidayansasnifa@uinjambi.ac.id , ilhamabdiprawira@uinjambi.ac.id

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Abstract

Dewan Syariah Nasional Majelis Ulama Indonesia (DSN-MUI) pada tanggal 26 Juni 2002 mengeluarkan Fatwa Nomor 25/DSN-MUI/III/2002 tentang Rahn. Dalam fatwa tersebut ditegaskan bahwa biaya pemeliharaan dan penyimpanan (ujrah) atas barang jaminan (marhūn) tidak boleh ditentukan berdasarkan jumlah pinjaman. Namun, dalam praktiknya, biaya jasa simpan yang dikenakan kepada nasabah Pegadaian Syariah sering kali berbeda, terutama ketika jumlah pinjaman berada di bawah nilai maksimum taksiran barang. Fenomena ini menimbulkan potensi ketidaksesuaian dengan fatwa yang telah ditetapkan. Penelitian ini bertujuan untuk mengetahui praktik akad ijarah dalam jasa penyimpanan barang serta implementasi Fatwa DSN-MUI Nomor 25 Tahun 2002 di Pegadaian Syariah Cabang Jambi. Jenis penelitian yang digunakan adalah deskriptif kualitatif dengan pendekatan perundang-undangan. Teknik pengumpulan data dilakukan melalui wawancara, observasi, dan dokumentasi. Hasil penelitian menunjukkan bahwa perhitungan biaya ijarah yang diterapkan di Pegadaian Syariah Cabang Jambi telah sesuai dengan Fatwa DSN-MUI Nomor 25/DSN-MUI/III/2002, karena penetapan ijarah tidak didasarkan pada jumlah pinjaman nasabah, melainkan pada nilai barang jaminan. Perbedaan besaran ijarah disebabkan oleh adanya kebijakan diskon ijarah sebagai bentuk penghargaan atas kepercayaan nasabah. Besar kecilnya diskon ditentukan oleh tingkat risiko yang ditanggung Pegadaian Syariah, di mana semakin tinggi risiko maka diskon yang diberikan semakin kecil, dan sebaliknya.

Keywords: Rahn, Ijarah, Pegadaian Syariah, Fatwa DSN-MUI.

Abstract

The National Sharia Council of the Indonesian Ulema Council (DSN-MUI) issued Fatwa Number 25/DSN-MUI/III/2002 on Rahn on June 26, 2002. The fatwa emphasised that the maintenance and storage fees (ujrah) for collateral (marhun) should not be determined based on the loan amount. However, in practice, the storage fees charged to Pegadaian Syariah customers often differ, especially when the loan amount is below the maximum appraised value of the goods. This phenomenon creates the potential for inconsistencies with the established fatwa. This study aims to determine the practice of ijarah contracts in storage services and the implementation of DSN-MUI Fatwa

Number 25 of 2002 at Pegadaian Syariah Jambi Branch. The type of research used is descriptive qualitative with a statistical approach. Data collection techniques were carried out through interviews, observation, and documentation. The results of the study indicate that the calculation of ijarah fees applied at the Jambi Branch of Pegadaian Syariah is in accordance with the DSN-MUI Fatwa Number 25/DSN-MUI/III/2002, because the determination of ijarah is not based on the amount of the customer's loan, but on the value of the collateral. The difference in the amount of ijarah is caused by the ijarah discount policy as a form of appreciation for customer trust. The size of the discount is determined by the level of risk borne by Pegadaian Syariah, where the higher the risk, the smaller the discount given, and vice versa.

Keywords: *Rahn, Ijarah, Sharia Pawnshop, DSN-MUI Fatwa.*

Introduction

Human beings in their lives cannot be separated from economic activities as an effort to meet daily needs. These economic activities are often manifested in the form of legal relationships called muamalah, which are social interactions between humans outside the context of worship that are regulated based on Islamic sharia principles (Aziz et al., 2025). In muamalah, every contract must meet certain pillars and conditions to be legally valid and in accordance with the values of justice in Islam (Maharani, 2025).

One form of muamalah that is widely developed in the community is the pawn contract (rahn). Pawn is a debt-receivables contract with collateral for goods, where the goods only function as collateral for debt repayment and do not cause a transfer of ownership (Hidayat et al., 2023). The ownership and benefits of the pawned goods remain with the rahin, while the murtahin is not allowed to use the goods without the owner's permission. This practice of pawning has a strong legal basis, both in the Qur'an and hadith, as stated in the Qur'an. Al-Baqarah verse 283 as well as the hadith of the Prophet Muhammad PBUH narrated by al-Bukhari and Muslim (Surepno, 2018).

Along with the development of the financial system, the practice of pawning is not only carried out conventionally, but also based on Sharia through the Sharia Pawnshop institution. Sharia Pawnshop is present as a non-bank financial institution that operates under the supervision of the Financial Services Authority (OJK) and aims to provide financing services that are free from elements of usury, maysir, and gharar (Al Faiqoh & Mugiyati, 2025). In the Sharia Pawnshop system, two main contracts are known, namely the rahn contract as a debt guarantee and the ijarah contract in exchange for storage and maintenance services of pawned goods (Rahmadani et al., 2025).

Provisions regarding the cost of maintenance and storage of pawned goods (ujrah) have been expressly regulated in the Fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 25 of 2002 (Fatwa of the National

Sharia Council Number: 25/DSN-MUI/III/2002, 2016) The fatwa emphasizes that the amount of ujrah should not be determined based on the amount of the loan, but based on the value of the pawned goods. This provision is intended to maintain the principle of justice and avoid practices that have the potential to contain elements of covert usury (Hasanatun Fitri et al., 2024).

However, in practice, there is still a discrepancy between normative provisions and implementation in the field. Based on the results of observations and interviews at the Jambi Branch Sharia Pawnshop, it was found that there was a difference in the determination of ujrah for customers who pawned goods with the same type, estimated value, and conditions, but took a different loan amount. This difference shows that the determination of ujrah is still based on the size of the loan, not on the value of the pawned goods as stipulated in DSN-MUI Fatwa Number 25 of 2002 (Intan Interview, 2025).

A number of previous studies have discussed the implementation of ujrah in Sharia Pawnshops. Nanda Alifia Nurjanah (Nanda, 2014) concluded that the determination of ujrah at the Sharia Pawnshop Indramayu Branch was in accordance with DSN-MUI Fatwa Number 25 of 2002, because the calculation was based on the estimated value of the goods, even though there was a difference in rates due to the provision of certain discounts. Meanwhile, Rani Rahmawati (Rahmawati, 2017) examine the determination of ujrah at the Sharia Pawnshop Jambi Branch from the perspective of Sharia economic law, with a focus on the conformity of the practice of ijarah of savings services to Sharia principles. Other research by Nafilah Fikriah (Fikriah, 2019) focuses more on the strategy of promoting sharia pawn products and does not specifically review the implementation of the DSN-MUI fatwa.

Based on the literature review, it can be concluded that there has been no specific and in-depth study on the implementation of DSN-MUI Fatwa Number 25 of 2002 concerning goods storage services by highlighting the practice of differences in the determination of ujrah based on the amount of loans in the same research object and location, especially at the Jambi Branch Sharia Pawnshop. This is the scientific novelty in this research.

The main problem in this study is how the implementation of DSN-MUI Fatwa Number 25 of 2002 concerning goods storage services at Sharia Pawnshops Jambi Branch, and the extent to which the practice of determining ujrah is in accordance with the applicable sharia provisions. Therefore, the purpose of writing this article is to critically analyse the compatibility between the practice of determining ujrah at the Sharia Pawnshop Jambi Branch and the provisions of DSN-MUI Fatwa Number 25 of 2002.

Research Methods

This study uses a qualitative descriptive analysis method to solve problems related to the implementation of ijarah contracts in goods storage services at Sharia Pawnshops Jambi Branch (Scott, 2019). This method is used to analyse the suitability between practices in the field and the normative provisions in the DSN-MUI Fatwa No. 25 of 2002 concerning rahn.

The research was carried out at the Jambi Branch Sharia Pawnshop, which is located at Jalan DI Panjaitan No. 30, Kebun Handil, Jelutung District, Jambi City. The research subjects consisted of 3 main informants, namely office managers, one operational staff, and one marketing staff member who were directly involved in the implementation of the rahn contract and the determination of ujrah.

The types of data used include primary data and secondary data. Primary data was obtained through structured interviews and direct observation of the goods storage service process. Secondary data was obtained from official documents of Sharia Pawnshops, DSN-MUI Fatwas, laws and regulations, and relevant scientific literature as supporting materials for analysis.

Data collection techniques are carried out through observation, interviews, and documentation. Observations were made to obtain a factual picture of the mechanism for determining ujrah. Interviews were conducted directly with informants to find out information about the ijarah calculation policy and the implementation of ujrah discounts. Documentation is used to collect written data related to Sharia Pawnshop policies and procedures.

Data processing and analysis are carried out qualitatively with an inductive approach. The data from observations, interviews, and documentation were analysed through the stages of data reduction, data presentation, and conclusion drawing and verification, as stated by Miles and Huberman. The results of the analysis were used to assess the suitability of the practice of determining ujrah with the DSN-MUI Fatwa No. 25 of 2002.

Results and Discussion

Ijarah Practice of Goods Storage Services at Sharia Pawnshops Jambi Branch

Sharia Pawnshops have a strong legal basis in the national legal system through Law Number 21 of 2008 (Law of the Republic of Indonesia Number 21 of 2008 concerning Islamic Banking, 2008) about Sharia Banking that recognises the use of contracts based on sharia principles, including rahn and ijarah contracts. With this legal basis, the practice of Sharia Pawnshops is not only legal according to Islamic law, but also gains legitimacy in positive Indonesian law and is under the supervision of the Financial Services Authority (OJK), thus ensuring legal certainty and protection for customers.

When compared to the pawn arrangement in the Civil Code (KUHPercivil) Articles 1150-1157, there are fundamental conceptual differences. The Civil Code views pawns as debt collateral with creditors' profits in the form of loan interest if agreed, and does not recognise the concept of storage service fees (ujrah). On the other hand, Sharia Pawnshops do not apply interest, but rather stipulate ujrah in exchange for maintenance and storage services of collateral. This difference shows that the practice of Sharia Pawnshops does not fully follow the concept of pawn in the Civil Code, but is still valid because it is based on Law No. 21 of 2008 and the DSN-MUI Fatwa (Law of the Republic of Indonesia Number 21 of 2008 concerning Islamic Banking, 2008).

In practice, Pegadaian Syariah Jambi Branch applies the rahn contract as the principal financing contract and the ijarah contract as the basis for determining the cost of goods storage services. Pawnshops act as apostates, while customers act as rahin. The determination of the financing value is based on the results of the appraisal of collateral, with different financing percentages according to the type of goods, such as gold, motor vehicles, and electronic goods. The valuation is carried out carefully by being guided by the central market price or the local market price to avoid losses for both parties.

As an Islamic financial institution, Pegadaian Syariah Jambi Branch does not use interest as a source of profit, but rather earns profits through the ijarah contract mechanism. The determination of ijarah fees is not based on the amount of the loan, but on the estimated value of the collateral and the storage period. This is in line with the provisions of DSN-MUI Fatwa No. 25 of 2002, which prohibits the determination of ujrah based on the amount of loans (Fatwa of the National Sharia Council Number: 25/DSN-MUI/III/2002, 2016).

No,	Marhun Type	Tariff Calculation
1.	Gold	Estimate/Rp. 10,000 x Rp.73 x timeframe/10 days
2.	Electronics and other household appliances	Estimate/Rp. 10,000 x Rp.90 x term/10 days
3.	Motor vehicles (motorcycles and cars)	Estimate/Rp. 10,000 x Rp.95 x timeframe/10 days

Figure 1
Rates for Savings and Loan Services *and Marhun Maintenance*

Description:

Estimation is the value of collateral; the tariff is a stipulation of the Sharia Pawnshop. The period is calculated in ten-day increments.

Based on the table, it can be seen that the calculation of ijarah costs is entirely based on the estimated value of the goods and the type of marhun, not on the size of the loan amount. The difference in ijarah fees paid by customers occurs due to the existence of an ijarah discount policy. This discount is given to customers who take loans below the maximum loan value, with consideration of a lower level of risk for Sharia Pawnshops.

The implementation of this ijarah discount aims to maintain a balance between the principle of helping in the rahn contract and the business sustainability needs of Sharia Pawnshops. Normatively, the discount policy does not contradict Sharia principles because it is based on reducing the burden of service costs, not increasing profits like usury. Thus, the difference in ujrah imposed on customers is not caused by the amount of loans, but by the discount mechanism as a managerial policy that is still in the corridor of DSN-MUI Fatwa No. 25 of 2002 (Fatwa of the National Sharia Council Number: 25/DSN-MUI/III/2002, 2016).

Implementation of DSN-MUI Fatwa Number 25 of 2002 concerning *Rahn* at Sharia Pawnshops Jambi Branch.

In the practice of Sharia Pawnshops, the rahn contract is not a source of profit for the company. Sharia Pawnshops only charge real administrative costs, such as equipment and labour costs. Meanwhile, the profits of Sharia Pawnshops are obtained through an ijarah contract, which is the cost of maintenance and storage services of collateral (ujrah) agreed upon by both parties from the beginning of the contract (Latifah, F. N., Ardiani, N., & Yuliani, 2024).

This provision is in line with DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 concerning Rahn (Fatwa of the National Sharia Council Number: 25/DSN-MUI/III/2002, 2016), which affirms that Sharia pawning is allowed under the following conditions: murtahin has the right to hold Marhun until the debt of Rahin is paid, the ownership and benefits of Marhun remain with Rahin, and the cost of maintaining and storing Marhun is the obligation of Rahin and should not be determined based on the amount of the loan. If the rahin is unable to pay off the debt at maturity, the marhun can be sold, with the proceeds of the sale used to pay off the debt and related costs, while the excess is returned to the rahin.

Based on the results of field research at the Jambi Branch Sharia Pawnshop, the practice of sharia pawning has been carried out in accordance with the provisions of the fatwa. Pegadaian acts as a convert and a customer as a rahin, with clear rights and obligations. The determination of ujrah fees is carried out based on the estimated value of the goods and the storage period, not based on the size of the loan amount. The difference in the amount of ujrah between customers with the same value of goods is due to the ujrah discount policy, which is given to customers who take loans below the maximum loan value. This policy is a company's strategy to adjust the level of risk, and is not a violation of Sharia principles.

This is strengthened by the results of an interview with the staff of Pegadaian Sharia Jambi Branch, who emphasised that the DSN-MUI fatwa is the main guideline in the operation of sharia pawns. The cost of ujrah is understood as the cost of custody and maintenance services of goods, not loan interest, so it does not contain an element of usury. Contract transparency from the beginning is also implemented so that customers understand their rights and obligations clearly.

If analysed using the theory of legal positivism, the DSN-MUI fatwa can be seen as a positive legal norm in the Sharia economic legal system in Indonesia. As stated by J. Satrio, positive law emphasises legal certainty through written rules that must be implemented as they are. In this context, the implementation of DSN-MUI Fatwa No. 25 of 2002 at the Jambi Branch Sharia Pawnshop shows that there is legal certainty, because all the provisions of ujrah are clearly stipulated in the contract and implemented consistently.

Thus, it can be concluded that the practice of Sharia Pawnshops Jambi Branch is in accordance with the provisions of DSN-MUI Fatwa No. 25 of 2002, especially the provision that the cost of maintenance and storage of marhun should not be determined based on the loan amount. The obstacles that arise are more sociological, namely that there is still a misunderstanding of the public about the concept of ujrah, not a violation of the applicable legal norms.

Conclusion

Based on the results of the research, it is known that the calculation of ijarah costs at Sharia Pawnshops is carried out based on the estimated value of the collateral, the type of goods, and the length of storage. The calculation uses a formula that has been set by the Sharia Pawnshop and is complemented by a policy of providing diploma discounts. The difference in the amount of ijarah fees paid by customers is not caused by the size of the loan, but is influenced by the level of risk and characteristics of the goods pawned.

In addition, the application of ujrah fees at Sharia Pawnshops is in accordance with the provisions of the National Sharia Council Fatwa No. 25/DSN-MUI/III/2002. This is reflected in the mechanism of determining ujrah, which is not based on the amount of the loan, but on the value of the collateral. The variation in ujrah rates received by customers occurs due to the existence of a discount policy, especially for customers who apply for loans below the maximum limit, while still considering the risk and economic value of the pawned goods.

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