

Legal Consequences on the Loss of Collateral at Setia Budi Islamic Pawnshop Medan City from the Perspective of *Maslahah Mursalah*

<p>Author (s): Vita Azzahra * UIN Sumatera Utara, Indonesia vita0204192093@uinsu.ac.id Tetty Marlina Tarigan UIN Sumatera Utara, Indonesia tettymarlina@uinsu.ac.id</p> <p>*Corresponding Author</p> <p>Available at: https://ejournal.unida.gontor.ac.id/index.php/aliktisab/article/view/13327/version/11830</p> <p>DOI: 10.21111/aliktisab.v8i2.13327</p> <p>Pages: 201-216</p> <p>Keywords: Islamic Pawnshop Legal Consequences <i>Maslahah Mursalah</i></p>	<p>Abstract: The loss of collateral items in Islamic pawnshop raises several legal consequences that need to be managed to remain it in accordance with sharia principles and public welfare. This research aims to examine the legal consequences on the loss of collateral at Setia Budi Islamic pawnshop Medan city from the perspective of <i>maslahah mursalah</i>. This research used qualitative method, field research, with empirical research. The results, the loss of collateral items in Islamic pawnshop can lead to legal disputes between the pawnshop and customers, and the application of <i>maslahah mursalah</i> principles can provide solutions to these disputes. The application of <i>maslahah</i> includes the protection of customers' property rights, maintaining the reputation and credibility of Islamic pawnshop, and enhancing public trust. This research shows that the responsibility provided by Setia Budi Islamic pawnshop Medan city is in accordance with Islamic law, which states that the liability in Islamic law is the lowest price or the debt price. Meanwhile, the Islamic pawnshop provides compensation of 5% of the estimated value of the item, not from the loan amount, so the compensation given by Islamic pawnshop is sufficient to cover the losses experienced by the customers. This shows that Setia Budi Islamic pawnshop Medan city are fully responsible for the collateral entrusted to Islamic pawnshop. Thus, this can provide a sense of security and comfort to customers who wish to use the services available at Islamic pawnshop.</p>
--	---



AL-IKTISAB: Journal of Islamic Economic Law | Open Access articles are distributed under this Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Copyright (c) 2024 Vita Azzahra, Tetty Marlina Tarigan

Introduction

Islamic pawnshop is a form of Islamic financial institution intended for the wider community with middle to lower incomes who need funds urgently. These funds are used to finance specific needs, especially those that are very urgent (Faisal, 2015). Meanwhile, the definition of pawning in the view of *muamalah* is a contract made between two parties, namely the party lending money (*murtahin*) and the party receiving the loan (*rahin*), using collateral (*marhun*) as a guarantee for debt repayment. Islamic pawnshop are mentioned in Al-Qur'an surah Al-Baqarah verse 283, "*If you are on a journey and a scribe cannot be found, then a security can be taken. However, if one party trusts another, then the trusted party should fulfill their trust (debt) and should be mindful of Allah, their Lord, and do not conceal testimony. And whoever conceals it, then indeed, he is a sinner at heart, and Allah is All-Knowing of what you do*" (Nasution, 2016).

In the form of borrowing and lending, Islamic law aims to protect the interests of the lender so that they are not harmed. Therefore, the lender can request goods from the borrower as collateral for the debt. If the borrower is unable to repay the debt, the lender can sell the collateral. This concept is called *rahn* or pawn in Islamic law. *Rahn* is a financial practice that allows customers to use their property as collateral for a loan. In this transaction, the customer (*rahin*) hands over one of their assets as collateral (*marhun*) to the pawnshop (*murtahin*) to obtain a loan (Farani et al., 2018). *Rahn* is a collateral agreement by holding one of the borrower's assets as collateral for the loan provided to the borrower. *Rahn* is one form of collateral used in the Islamic financial system to guarantee the repayment of loans or financing. The collateral is an additional guarantee submitted by the debtor customer to the pawnshop in the context of providing credit or financing facilities based on Islamic principles (Agustin, 2020).

In this case, *murtahin* only has a property right and is not entitled to use or misuse the pledged item. Additionally, *murtahin* also has the duty to properly safeguard the given collateral. Fatwa DSN-MUI that can be used as a reference in implementing pawn practices according to sharia, namely Fatwa DSN-MUI Number 25/DSN/MUI/III/2002 and Fatwa DSN-MUI Number 26/DSN/MUI/III/2002.

However, in practice, the loss of collateral at Islamic pawnshop can present opportunities, such as natural disasters or robberies that occur unexpectedly, which can result in damage or even the loss of some collateral due to these events or negligence, which of course leads to compensation. However, in some cases, the loss of collateral (*marhun*) can result in significant legal consequences. The loss of collateral can result in issues during the execution of transactions, including problems related to the rights and obligations of the parties involved.

Several previous research about the lost of collateral, *first*, the research from Dede Marfu'ah, entitled "*Islamic Law Review on the Risk Bearing of Collateral Goods in Pledge (Case Study in Lingapura Village, Selagai Lingga District, Central Lampung Regency)*". This research discusses the risk coverage of collateral in pawn transactions in Lingapura village based on a borrowing agreement, specifically with the pawning of motorcycles. In the use of the motorcycle, if there is any damage or loss, it will be borne by the pawnor. The cost of the damage will be taken from the 6% interest paid by the pledger, which will later be used as compensation. The results is not in accordance with Islamic law (Dede, 2022). *Second*, the research from Ahmad Fatur Rahman, entitled "*The Responsibility of Islamic Pawnshops for the Loss or Damage of Collateral in the Perspective of Islamic Law*". This resarch discusses the responsibility of Islamic pawnshop at Palopo city for the loss or damage of collateral items, as explained in the Fatwa DSN-MUI Number 43/DSN-MUI/VIII/2004. Where the form of responsibility provided by the Islamic pawnshop is in accordance with Islamic law, which is a compensation amounting to 95% of the estimated value of the collateral or according to the mutual agreement between the customer and the pawnshop. In addition, Islamic pawnshop also take precautions to minimize the risk of damage or loss of collateral items, such as storing collateral items in safe places and insuring them (Rahman & Mapuna, 2021).

Therefore, the researcher discovered a case of the loss of collateral at Setia Budi Islamic pawnshop at Medan city, in the form of precious metals or gold that occurred in 2021. The loss of precious metals or gold at Islamic pawnshop caused losses to the customers. The perpetrators embezzled 1,8 kg of precious metals or gold belonging to customers who had pledged these items at Islamic pawnshop. This research aims to examine the legal consequences on the loss of collateral at Setia Budi Islamic pawnshop Medan city from the perspective of *maslahah mursalah*.

Methodology

This research used qualitative method, field research, with empirical research (Urrosyidin et al., 2022). The qualitative method is a natural research approach that focuses on the collection and analysis of data that is not in the form of numbers or statistics, but rather on observation, interviews, and content analysis. This method is used to understand social, psychological, or cultural phenomena in a broader and deeper context. In this case, the collection of data and information or materials used empirical research. Empirical research is research based on a phenomenon or condition of the research object in detail with the reality that occurs and developing existing concepts. Because this type of research is empirical, what is used in this research is field research. The approach taken in this research is the empirical

approach, which arises from social phenomena in society, and the sociological approach, which involves observing the realities in the field related to the issues to be researched. In this case, the researcher observes the extent to which the implementation of legal provisions is carried out in the legal events that occur.

Results and Discussion

Factors Causing the Loss of Collateral in Islamic Pawnshop and the Responsibility of Islamic Pawnshop for the Loss of Collateral

The loss of collateral items in Islamic pawnshop can be caused by various internal and external factors. One of the main factors is administrative errors, where mistakes occur in the recording or management of collateral data, causing the items to go undetected or be considered lost. In addition, negligence or accidents in handling, such as a lack of attention to storage procedures, can also cause physical damage or loss of items. Criminal acts such as theft, whether by insiders or outsiders, pose a serious threat to the security of collateral items. This risk increases if the security system at the pawnshop is not strict enough or less effective. In addition, natural disasters such as floods, fires, or earthquakes can also cause sudden and unexpected damage or loss of collateral items. Inconsistencies or ambiguities in the procedures for the delivery and retrieval of collateral can cause confusion among employees and customers, potentially leading to mistakes or loss of items. Therefore, Islamic pawnshop need to implement a strong security system and strict and clear operational procedures to minimize the risk of losing collateral items (Malarangan et al., 2020).

The researcher has discovered a case that occurred at Setia Budi Islamic pawnshop Medan city, namely the loss of collateral in the form of precious metals or gold belonging to customers, which happened due to internal factors at Islamic pawnshop. This factor was caused by the abuse of power by the Branch Manager of Islamic pawnshop, who embezzled or corrupted precious metals or gold, resulting in significant financial losses for Islamic pawnshop. Therefore, the management of Islamic pawnshop is responsible for the incident of the loss of customer collateral.

The responsibility of the Islamic pawnshop for the loss of collateral goods according to the *Syafi'iyah* school is that if the pawned item or *marhun* is lost under the supervision of the *murtahin*, then the *murtahin* is not obliged to replace it, except if the loss or damage is due to the negligence of the *murtahin* or because it was neglected, such as the *murtahin* playing with fire and the pawned item getting burned, or the warehouse not being locked and the pawned item being stolen. Specifically, the *murtahin* is obliged to take care of the *marhun* properly and reasonably. Because if not, when there is a defect or damage, especially if it is lost, it becomes the responsibility

of the *murtahin*. In the provisions of Article 1157 of the Civil Code, the pledge holder is responsible for the loss or depreciation of the pledged item if it is due to their negligence (Siregar, 2020).

Based on the case above that occurred at Setia Budi Islamic pawnshop Medan city, regarding the loss of collateral in the form of precious metals or gold belonging to the customer due to the abuse of power that occurred, Islamic pawnshop has taken legal action by reporting the perpetrator to the authorities. Islamic pawnshop is responsible to the customer for the loss of the collateral. The form of responsibility of Islamic pawnshop to the customer related to the loss of the collateral includes several important aspects. Islamic pawnshop has an obligation to compensate the customer for the loss of the collateral, which is usually set at 95% of the appraised value of the item or according to the agreement made between the customer and the pawnshop. In addition, Islamic pawnshop has also taken legal action by reporting the embezzler to the authorities, demonstrating their commitment to upholding justice and preventing similar incidents from occurring in the future. Transparency in the handling of this case is also part of the pawnshop's responsibility, where they must disclose the results of the internal audit that identifies the perpetrator and the losses incurred.

Although not explicitly stated, Islamic pawnshop are expected to evaluate and improve their internal systems to enhance the security and oversight of collateral items. In every action taken, Islamic pawnshop must ensure that they adhere to sharia principles, including justice and honesty, and provide adequate protection for customers. Effective communication with affected customers is also an important responsibility, where Islamic pawnshop need to explain the situation and provide a fair solution. Thus, this form of accountability reflects the application of the *maslahah mursalah* principle, where the Islamic pawnshop strives to protect the interests of customers, maintain public trust, and fulfill the general objectives of Islamic law in the context of financial transactions.

Meanwhile, the form of accountability of the perpetrator towards the customers and the Islamic pawnshop includes several aspects that focus on loss recovery and law enforcement. *First*, the perpetrator involved in the embezzlement of collateral items is responsible for compensating the customers who suffer losses due to the loss of the collateral items. This compensation must be in accordance with the estimated value of the lost items, so that the customers are not financially disadvantaged.

Second, the perpetrator must also face appropriate legal consequences, such as criminal prosecution by the authorities. In this case, the perpetrator may be subjected to penalties such as imprisonment and fines, aimed at providing a deterrent effect and

upholding justice. In addition, the perpetrator is responsible for returning the lost item if possible, or providing compensation equivalent to the value of the item.

Third, the perpetrator must coordinate with the Islamic pawnshop to ensure that all steps taken to address the issue are carried out transparently and in accordance with the applicable legal procedures. Thus, the accountability of the perpetrator is not only limited to financial aspects but also includes legal and ethical aspects, which are important for maintaining customer trust and the reputation of Islamic pawnshop.

Legal Consequences on the Loss of Collateral at Setia Budi Islamic Pawshop Medan City from the Perspective of Maslahah Mursalah

According to Imam Malik in the book *Al-Muwatta'* the legal consequences in a Islamic pawnshop agreement can be divided into two. *First*, the legal consequences related to the owner of the item, where the owner of the pawned item is responsible for any damage or loss of the item, unless it can be proven that the damage or loss was caused by the pawnshop. *Second*, the legal consequences related to the pawnshop, where the pawnshop is responsible for the security and safety of the pawned item, and is obliged to return the item to the owner once the debt is settled. If the pawnshop fails to return the item, they are liable for the loss suffered by the owner (Ibad, 2017). Legal consequences arise from the occurrence of a legal event. The legal event that occurs in a transaction between a customer (*rahin*) and a pawnshop (*murtahin*) is preceded by an agreement or contract between the parties. In Islamic law, the *rahn* contract has also been regulated in Fatwa DSN-MUI Number 25/DSN-MUI/III/2002. The contract in Islamic law is defined as the meeting of an offer from one party with acceptance from the other party in accordance with the provisions of Islamic law, and it produces legal consequences for the subject and object involved. In Islamic law, the relationship between legal subjects is very important, and the legal consequences will also involve the parties (Rachman, 2022). The pledge agreement is a binding contract between the debtor or pledgor and the creditor or pledgee, which, by virtue of this agreement, creates legal consequences of rights and obligations that must be fulfilled by both parties.

The *rahn* contract is the right to hold the borrower's property as collateral for the loan, with the holder receiving the collateral for the collection of all or part of the claim. In this case, the pledgor mortgages their property and receives a loan based on the estimated value of the property. The pawnshop is obliged to provide the loan amount and take care of the item pledged by the customer, while the customer is obliged to hand over the pledged item and pay the *ujrah* as well as settle the debt before the due date. The *rahn* contract creates a legal relationship between the customer and the pawnshop (Kelibia, 2022). The existence of a legally binding relationship between legal

entities constitutes an agreement that produces legal consequences, subsequently giving rise to rights and obligations that bind the parties involved. Here are some agreements between the Islamic pawnshop and the customers that have been agreed upon in the rahn contract.

First, rahin (customer) accepts and agrees to the description of *marhun* (collateral), the determination of the value of *marhun* (collateral), *marhun bih* (loan amount), *mu'nah* (cost) of maintenance, *mu'nah* (cost) of the contract, maintenance cost of *marhun* (collateral) during the auction process (if any), auction process cost (if any), as referred to in the *Rahn* Evidence Letter (SBR) or transaction receipt (receipt) as valid proof of receipt of *marhun bih* (loan amount), and excess auction funds (if any). *Second*, the item delivered as *marhun* (collateral) is owned by *rahin* (customer) or ownership as per Article 1977 of the Civil Code or the property of the grantor of the *marhun* (collateral) entrusted to *rahin* (customer) and guarantees that it does not originate from criminal activities, is not in dispute, or under seizure. *Third, rahin* (customer) states that he has borrowed from *murtahin* (pawnshop) and is obligated to pay *marhun bih* (loan amount) and *mu'nah* (maintenance fee) at the time of settlement, or pay installments of *marhun bih* (loan amount) (if any), *mu'nah* (maintenance fee), and *mu'nah* (contract fee) at the time of extension. *Fourth, murtahin* (pawnshop) will provide compensation if *marhun* (collateral) under the control of *murtahin* (pawnshop) is damaged or lost due to a natural disaster (force majeure) determined by the government. Compensation is provided after being calculated with *marhun bih* (loan amount) and *mu'nah* (maintenance cost) according to the applicable compensation provisions at *murtahin* (pawnshop). *Fifth, rahin* (customer) can perform *rahn* money, request an increase in *marhun bih* (loan amount) as long as the estimated value still meets the requirements by considering the *mu'nah* (contract cost) that still needs to be paid. If there is a decrease in the estimated value of *marhun* (collateral) at the time of *rahn*, then *rahin* (customer) is obliged to settle or pay in installments (repay) *marhun bih* (loan amount) or add *marhun* (collateral) to match the new estimate. *Sixth, marhun* (collateral) that has been settled and not yet taken by *rahin* (customer), starting from the settlement date up to ten days, no storage fee will be charged. If it exceeds ten days from the settlement date and *marhun* (collateral) is still not taken, then *rahin* (customer) agrees to be charged a storage fee, the amount of the storage fee according to the applicable provisions at *murtahin* (pawnshop) or as stated in the transaction receipt. *Seventh*, if by the due date no repayment or extension of the contract is made, *murtahin* (pawnshop) has the right to sell the collateral through auction. *Eighth*, the proceeds from the auction of the collateral, after deducting the loan amount, maintenance costs, auction processing fees if any, and auction fees, constitute the surplus that belongs to the

customer. The period for collecting the excess auction proceeds is one year from the date of notification of the auction results to the customer. If the period for collecting the excess auction proceeds has passed, the customer agrees to donate the excess auction proceeds as charity, with the implementation entrusted to the pawnshop. If the proceeds from the auction of the collateral are insufficient to settle the customer's obligations, including the loan amount, maintenance fees, auction processing fees (if any), and auction fees, the customer is required to pay the shortfall. *Ninth*, the customer can come in person to renew the pledge, request an additional loan, repay the loan, receive the collateral, or receive the excess auction proceeds. The customer can also grant power of attorney to another person by filling out and signing the designated column, attaching a photocopy of the customer's ID card, and having the attorney-in-fact show the original ID card. *Tenth*, the customer or their attorney-in-fact can extend and settle the contract at all sharia branches or online pawnshops. *Eleven*, in the event that the customer or their attorney-in-fact retrieves the collateral or the excess auction proceeds, this can only be done at the sharia branch office/unit of the pawnshop that issued the pledge certificate.

The legal consequences arising from the issues discussed in the author's research are that Setia Budi Islamic pawnshop Medan city legally prosecuted the perpetrators of embezzlement or gold corruption, where the perpetrators were sentenced to three years in prison and fined IDR 100.000.000,- by the authorities. This action shows that the perpetrator must be held legally accountable for their actions, both to the Islamic pawnshop as an institution that suffers reputational and financial losses, and to the customers who are harmed due to the loss of collateral. Additionally, the perpetrator is also expected to compensate the losses experienced by the customers, in accordance with the provisions in the agreement and sharia principles. Thus, the perpetrator's accountability encompasses legal and financial aspects, and contributes to the restoration of customer trust in the Islamic pawnshop. And with this, Setia Budi Islamic pawnshop Medan city is responsible to the customers who are victims of the loss of collateral that has been pledged by the customers to Islamic pawnshop by providing compensation to the customers as agreed.

Meanwhile, the perspective of *maslahah mursalah* regarding the loss of collateral at Setia Budi Islamic pawnshop Medan city can be understood as follows. In terms of language, the word *maslahah* comes from Arabic and has been standardized into Indonesian as *maslahah*, which means bringing goodness or benefit and preventing harm (Bashori, 2020). *Maslahah mursalah* according to *Al-Ghazali* is a benefit that aligns with sharia actions intended to preserve the objectives of sharia (Islamic law), has no specific evidence indicating it, and does not contradict Al-Qur'an, Hadith, or *ijma'*

(Risdianto, 2021). Meanwhile, the definition of *maslahah mursalah* in Islamic economic law is an important concept in Islamic law that means the benefit or advantage that is not specifically regulated by religious texts but is considered valid and relevant to achieving the general objectives of Islamic law. In the context of Islamic economic law, *maslahah mursalah* is used to develop policies, products, and economic practices that align with Islamic principles but are not explicitly mentioned in Al-Qur'an and Hadith. The basic principle of *maslahah mursalah* is that *maqashid sharia* are the objectives of Islamic law that encompass the protection of five main aspects, religion, life, intellect, lineage, and property. In Islamic economics, *maslahah mursalah* is used to ensure that actions or policies taken meet these objectives. For example, the protection of wealth can be translated into economic policies that prevent the loss of community property or promote fair wealth distribution.

From the perspective of *maslahah*, according to Syatibi, human welfare can be realized if the five essential elements of human life can be manifested and preserved, namely religion, soul, intellect, lineage, and wealth. In this regard, he divides *maqashid* into three levels, *dharuriyah*, *hajiyyah*, and *tahsiniyah* (Melis, 2016). First, *maslahah dharuriyah* is a *maslahah* that relates to the basic needs of humans in this world and the hereafter. This benefit includes the preservation of religion, self, intellect, lineage, and wealth (Ardi, 2017). Second, *maslahah hajiyyah* is the benefit needed to perfect the previous fundamental benefit in the form of alleviation to maintain and preserve basic human needs, or in other words, the benefit needed by people to overcome various difficulties they face because it brings relief to humans (Baharun & Adhimiy, 2018). Third, *maslahah tahsiniyah* is a type of benefit that is supplementary in nature. This benefit is intended to improve character. If this benefit does not manifest in human life, it will not cause harm to human life. Nevertheless, this benefit remains important and necessary for humans. For example, in worship, the obligation of purification, covering the awrah, and wearing beautiful clothes (Adinugraha & Mashudi, 2018). An example of the benefit of customs is the presence of etiquette and dining manners, as well as personal hygiene practices. In the issue of the loss of collateral in Islamic pawnshops, the application of *maslahah* to legal consequences can encompass several aspects that ensure justice, balance, and protection for all parties involved.

In the research, the researcher uses three categories of *maslahah* to analyze the benefits that occur in Islamic pawnshop, namely *maslahah dharuriyah*, *maslahah hajiyyah*, and *maslahah tahsiniyah*. This benefit is related to customers, the pawnshop, and the general public. Here is an explanation regarding the benefit.

The welfare of customers. The concept of *maslahah mursalah* for customers in the context of Islamic pawnshop encompasses principles of welfare that focus on the

protection of customers' property rights, legal certainty, justice, economic welfare, and customer satisfaction. *First*, the protection of property rights emphasizes the importance of maintaining and respecting the ownership of customers over collateral items, including providing fair compensation if the items are lost or damaged. This falls into the category of *maslahah dharuriyah*, which relates to the basic human need to protect their property and possessions. *Second*, legal certainty creates a sense of security for customers, where they are assured of legal protection in every transaction conducted. This also reflects *maslahah hajiyyah*, which focuses on secondary needs to maintain the interests and comfort of customers in transactions. *Third*, justice and balance in the relationship between the pawnshop and the customers become the main focus, ensuring that the rights and obligations of both parties are fulfilled fairly without anyone being disadvantaged. Additionally, the application of *maslahah mursalah* also contributes to the economic well-being of customers by providing access to safe financial services that meet their needs, which also falls under *maslahah dharuriyah*. *Fourth*, customer satisfaction becomes an important indicator in the implementation of *maslahah mursalah*, where the pawnshop must strive to meet customer expectations in service and problem resolution, thereby enhancing their trust and loyalty. This can be considered as *maslahah tahsiniyah*, which relates to the complementary aspects that beautify the relationship between the pawnshop and the customers. Thus, the concept of *maslahah mursalah* for customers serves to ensure that the interests and welfare of customers are prioritized in every interaction with Islamic pawnshop.

The benefits of Islamic pawnshop. The benefits provided by Islamic pawnshop also have several important aspects that need to be considered as follows. *First*, credibility and reputation using *maslahah tahsiniyah*, in the book *Al-Muwatta'*, Imam Malik explains that *maslahah tahsiniyah* is a goodness that beautifies or enhances something. Credibility and reputation in the benefit of Islamic pawnshop are two important interrelated aspects. Credibility encompasses the ability of the pawnshop to be trusted by customers and the community, which includes honesty and transparency in operations, adherence to sharia principles, and responsiveness to issues faced by customers. On the other hand, reputation is the image of the pawnshop in the eyes of the public, which is influenced by positive customer experiences, reviews and recommendations from third parties, as well as the pawnshop's involvement in social activities. Good credibility will build customer trust, while a positive reputation will attract more customers. By maintaining credibility and building a good reputation, Islamic pawnshop can ensure business sustainability and provide greater benefits to customers and society. *Second*, the sustainability of the business uses *maslahah*

dharuriyah because, according to Wahbah Zuhaili, *maslahah dharuriyah* is a concept that discusses the common good or public interest in economic and business activities. The sustainability of a business in Islamic pawnshop means the ability of the pawnshop to continue operating and providing good services to customers and the community in the long term. To achieve this, Islamic pawnshop must adhere to sharia principles that emphasize justice and transparency in every transaction, so that customers feel trusted. In addition, pawnshop need to manage risks well, such as the risk of losing collateral items, and use sharia insurance (*takaful*) to protect themselves from losses. Innovation in services is also important for pawnshop to remain relevant and attractive to customers. Providing good and quick service in resolving issues will increase customer satisfaction, which can make them loyal and attract new customers. In addition, pawnshops that are active in social activities and provide positive contributions to the community will build a good reputation. With all this, sharia pawnbrokers can ensure that their business can survive and thrive for a long time.

Public welfare (society), Islamic pawnshop provides sharia principles that can be obtained by the community, such as public trust and social justice. The explanation includes the following. Public trust uses *maslahah hajiyyah* because, according to Imam Al-Ghazali, *maslahah hajiyyah* is the benefit related to public trust and social stability. Public trust in the welfare of the community means the belief that institutions like Islamic pawnshop operate in a fair and responsible manner for the common good. This trust is very important because it can influence how people interact with the institution. If the community believes that the Islamic pawnshop cares about the general welfare, they are more likely to use the services offered. Therefore, Islamic pawnshop need to demonstrate that they are committed to justice, adhere to sharia principles, and are socially responsible. By doing these things, pawnshops can build trust, which will increase public interest in using their services. Public trust can be built by institutions such as Islamic pawnshops in several ways. *First*, transparency is very important, which means providing clear and open information about products and services, including terms, conditions, fees, and processes that customers must go through. *Second*, fairness in treating all customers without discrimination must also be maintained, so that everyone feels treated fairly. In addition, compliance with sharia principles must be demonstrated so that customers feel safe and trust that the institution operates in accordance with religious values. Providing good, fast, and responsive service also contributes to customer satisfaction, which in turn increases trust. Social responsibility by engaging in positive activities for the community, such as educational programs or humanitarian aid, demonstrates the institution's concern for the welfare of the community. In addition, providing an easy complaint channel

for customers to voice their complaints or suggestions and resolving issues quickly can enhance trust. Finally, building a reputation through testimonials and positive experiences from other customers is also very influential. With these steps, Islamic pawnshop can build strong public trust, which will increase community participation in using their services.

Social justice uses *maslahah tahsiniyah* because, according to Imam Syatibi, *maslahah tahsiniyah* is a benefit related to social justice and balance in society. He stated that social justice is one of the main objectives of sharia. In the application of social justice to Islamic pawnshop, *maslahah tahsiniyah* can ensure that Islamic pawnshop provide equal opportunities for all parties to access financial services.

So the relationship between the concept of *maslahah mursalah* perspective lies in the application of *maslahah* (benefit) principles in managing legal issues arising from the loss of collateral. *Maslahah mursalah*, which focuses on benefits and advantages not explicitly regulated in religious texts, provides a framework for assessing and resolving legal issues in a fair and balanced manner. In this context, will be analyzed how Islamic pawnshop can protect customer rights, provide fair compensation, and maintain public trust. In addition, the application of *maslahah mursalah* also includes efforts to ensure that the actions of the pawnshop not only fulfill legal obligations but also support the general objectives of Islamic law, including the protection of property, social justice, and the welfare of the community. Thus, the perspective of *maslahah mursalah* becomes the foundation for understanding and addressing the legal consequences of the loss of collateral in the context of Islamic pawnshop, as well as ensuring that all parties involved receive maximum benefits.

In addition to the perspective of *maslahah mursalah*, the loss of collateral in Islamic pawnshop is also regulated by Law Number 21 of 2008 concerning Islamic Banking. This law defines *rahn* as a collateral agreement by holding goods as loan collateral. Although this law does not specifically regulate the loss of collateral, the provisions in this article provide a legal basis for the management of collateral and related responsibilities. And regulated in Fatwa DSN-MUI Number 25/DSN-MUI/III/2002, which outlines the principles of *rahn*, including responsibilities in the management of collateral and handling the loss or damage of collateral in accordance with sharia principles.

The loss of collateral at the Setia Budi Islamic pawnshop Medan city brings complex legal consequences, particularly related to liability and compensation. The Islamic pawnshop must ensure that the dispute resolution mechanism is carried out in accordance with the principles of justice in sharia. This is important to maintain customer trust and the integrity of the pawnshop institution. The responsibility given

by Islamic pawnshop, considering the phenomenon, Islamic pawnshop in terms of responsibility for damaged or lost collateral makes efforts to minimize the occurrence of damaged or lost collateral with an operational basis that underlies the activities of Islamic pawnshop in terms of responsibility for damage or loss of collateral, providing facilities and infrastructure to maintain the security of collateral and managing collateral, insuring collateral, and compensating customers based on the estimated value of the collateral rather than the amount of the customer's loan. Thus, it is sufficient to cover the losses experienced by the customers. The responsibility provided by Islamic pawnshop is in accordance with Islamic law, which states that the liability in Islamic law is the lowest price or the debt price. Meanwhile, the Islamic pawnshop provides compensation of 5% of the estimated value of the item, not from the loan amount, so the compensation given by Islamic pawnshop is sufficient to cover the losses experienced by the customers. This shows that Setia Budi Islamic pawnshop Medan city are fully responsible for the collateral entrusted to Islamic pawnshop.

Conclusion

The loss of collateral items in Islamic pawnshop can lead to legal disputes between the pawnshop and customers, and the application of *maslahah mursalah* principles can provide solutions to these disputes. The application of *maslahah* includes the protection of customers' property rights, maintaining the reputation and credibility of Islamic pawnshop, and enhancing public trust. This research shows that the responsibility provided by Setia Budi Islamic pawnshop Medan city is in accordance with Islamic law. This shows that Islamic pawnshop are fully responsible for the collateral entrusted to Islamic pawnshop. Thus, this can provide a sense of security and comfort to customers who wish to use the services available at Islamic pawnshop.

References

- Adinugraha, H. H., & Mashudi, M. (2018). Al-Maslahah Al-Mursalah dalam Penentuan Hukum Islam. *Jurnal Ilmiah Ekonomi Islam*, 4(01), 63. <https://doi.org/10.29040/jiei.v4i1.140>
- Agustin, T. (2020). *Kajian Hukum Ekonomi Syariah Terhadap Praktik Pemanfaatan Kebun Kopi yang Digadaikan (Studi Kasus di Desa Talang Lebar Kecamatan Pugung Kabupaten Tanggamus)*. IAIN Metro.
- Ardi, S. (2017). Konsep Maslahah Dalam Perspektif Ushuliyin. *An-Nahdhah*, 10(20), 233–258.
- Baharun, H., & Adhimiy, S. (2018). Limitasi Keluar Rumah Bagi Perempuan 'Iddah Wafat dalam Perspektif Maslahah Mursalah. *Al-'Adalah*, 15(1), 151.

- <https://doi.org/10.24042/adalah.v15i1.2161>
- Bashori, A. (2020). Landasan Teori Tentang Masalah Mursalah. *Maslahah Mursalah*, 24–25.
- Dede, M. (2022). *Tinjauan Hukum Islam Terhadap Penanggungan Resiko Barang Jaminan Dalam Gadai (Studi Di Desa Linggapura Kecamatan Selagai Lingga Kabupaten Lampung Tengah)*. UIN Raden Intan Lampung.
- DSN-MUI. (2002). Fatwa DSN-MUI Nomor: 25/DSN-MUI/III/2002 tentang Rahn.
- DSN-MUI. (2002). Fatwa DSN-MUI Nomor: 26/DSN-MUI/III/2002 tentang Rahn Emas.
- Faisal, F. (2015). Prinsip-Prinsip Perjanjian Muamalat dalam Hukum Perbankan Syariah di Indonesia. *REUSAM: Jurnal Ilmu Hukum*, 3(1), 1. <https://doi.org/10.29103/reusam.v3i1.1947>
- Farani, R., Rodliyah, N., & Nargis, N. (2018). Akibat Hukum Gadai Syariah Dalam Sistem Ekonomi Islam (Studi Pada Pegadaian Syariah Cabang Radin Intan). *Pactum Law Journal*, 2(1480–490).
- Ibad, A. I. (2017). *Pemanfaatan Barang Gadai (Studi Komparatif Fiqh Empat Madzhab)*. Universitas Islam Negeri Maulana Malik Ibrahim.
- Kelibia, M. U. (2022). Studi Komparasi Konsep Biaya Pemeliharaan Barang Jaminan Dan Konsep Bunga Dalam Prespektif Hukum Ekonomi Syariah (Pegadaian Syariah Dan Pegadaian Convensional Di Ambon). *Amal: Jurnal Ekonomi Syariah*, 3(01), 48–75. <https://doi.org/10.33477/eksy.v3i01.2391>
- Malarangan, H., Irfan, I., Haekal, A., & Istiqamah, R. (2020). Analisis Tanggung Jawab Pegadaian Syariah Palu Plaza Terhadap Barang Jaminan yang Hilang dan Rusak. *Jurnal Ilmu Ekonomi Dan Bisnis Islam-JIEBI*, 2(1), 15–35. <http://scholar.google.co.id/schola>
- Melis. (2016). Pemikiran Tokoh Ekonomi Muslim: Imam Al-Syatibi. *Islamic Banking*, Vol 2, 1, 51.
- Nasution, R. S. (2016). Sistem Operasional Pegadaian Syariah Berdasarkan Surah Al-Baqarah 283 pada PT. Pegadaian (Persero) Cabang Syariah Gunung Sari Balikpapan. *Al-Tijary*, 1(2), 93–119. <https://doi.org/10.21093/at.v1i2.529>
- Rachman, A. (2022). Dasar Hukum Kontrak (Akad) dan Implementasinya Pada Perbankan Syariah di Indonesia. *Jurnal Ilmiah Ekonomi Islam*, 8(1), 47. <https://doi.org/10.29040/jiei.v8i1.3616>
- Rahman, A. F., & Mapuna, H. D. (2021). Tanggung Jawab Pegadaian Syariah Atas Hilang Atau Rusaknya Barang Jaminan Dalam Prespektif Hukum Islam. *Iqtishaduna: Jurnal Ilmiah Mahasiswa Jurusan Hukum Ekonomi Syaria*, 2(3), 139–146.
- Risdianto, R. (2021). Masalah Mursalah al-Ghazali Sebagai Dasar Hukum Fatwa MUI No. 14 Tahun 2020 Tentang Penyelenggaraan Ibadah Dalam Situasi Terjadi

- Wabah Covid 19. *Misykat Al-Anwar Jurnal Kajian Islam Dan Masyarakat*, 4(1), 51.
<https://doi.org/10.24853/ma.4.1.51-64>
- Siregar, P. A. (2020). Akibat Hukum Pelelangan Objek Jaminan Gadai Oleh Kreditur Tanpa Adanya Peringatan Terhadap Nasabah Oleh Perum Pegadaian. *Iuris Studia: Jurnal Kajian Hukum*, 1(1), 21–30. <https://doi.org/10.55357/is.v1i1.17>
- Urrosyidin, M. S., Arifin, M. S., & Sup, D. F. A. (2022). Esensi Keadilan dalam Ilmu Waris Islam. *Ijtihad: Jurnal Hukum Dan Ekonomi Islam*, 15(2), 257–281.
<https://doi.org/10.21111/ijtihad.v15i2.6742>

