

## DETERMINATION OF *UJRAH* ON WAREHOUSE COLLATERAL ACCORDING TO THE *IJĀRAH 'ALĀ AL-MANĀFI'* CONTRACT

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### Abstract

This article discusses the topic of determining *ujrah* on the storage of collateral for bags and warehouses at PT Pegadaian Syariah Banda Aceh, according to the *ijārah 'alā al-manāfi* contract. This article is conducted to know and analyse the value and legal status of determining *ujrah* related to collateral storage seen from the *ijārah 'alā al-manāfi'* contract. The approach used is conceptual, a type of empirical legal research, while the data is obtained from interviews and documentation studies. The data findings were analysed qualitatively with a prescriptive nature. The results showed that the determination of *ujrah* on the storage of collateral for bags or warehouses at PT Pegadaian Syariah Banda Aceh is in accordance with the *ijārah 'alā al-manāfi* contract in Islamic fiqh and in the DSN-MUI Fatwa. The determination of *ujrah* is based on the estimated value of the collateral, not on the type of collateral, and not on the amount of the loan.

**Keywords:** Collateral Storage, Sharia Pawnshop, *Ijārah 'Alā Al-Manāfi'* Agreement



### Abstrak

Artikel ini membahas topik penentuan ujrah atas penyimpanan jaminan berupa tas dan gudang di PT Pegadaian Syariah Banda Aceh berdasarkan kontrak ijārah 'alā al-manāfi'. Penelitian ini dilakukan dengan tujuan untuk mengetahui dan menganalisis nilai serta status hukum penentuan ujrah terkait penyimpanan jaminan yang dilihat dari kontrak ijārah 'alā al-manāfi'. Pendekatan yang digunakan adalah pendekatan konseptual, jenis penelitian hukum empiris, sedangkan data diperoleh melalui wawancara dan studi dokumentasi. Temuan data dianalisis secara kualitatif dengan sifat preskriptif. Hasil penelitian menunjukkan bahwa penentuan ujrah atas penyimpanan jaminan berupa tas atau gudang di PT Pegadaian Syariah Banda Aceh sesuai dengan kontrak ijārah 'alā al-manāfi' dalam fiqh Islam dan Fatwa DSN-MUI. Penentuan ujrah didasarkan pada nilai perkiraan jaminan, tidak dinilai berdasarkan jenis jaminan, dan tidak ditentukan oleh jumlah pinjaman.

**Kata kunci:** Ujrah, Penyimpanan Jaminan, Pegadaian Syariah, Perjanjian *Ijārah 'Alā Al-Manāfi'*

### INTRODUCTION

In Islamic economics, the Islamic pawnshop system is one of the solutions for individuals who require access to financing secured by specific assets. PT Pegadaian Syariah Banda Aceh is an institution that applies sharia principles in its operational patterns, including in the management of bag and warehouse collateral storage. Collateral bag goods are stored in the bag goods room to store items such as rings, necklaces, bracelets, diamonds, earrings, studs, pendants, and other valuables. The collateral for warehouse goods is stored in the warehouse goods room, where goods other than jewellery, such as electronics, vehicles, fabrics, and other items, are also stored.<sup>1</sup> PT Pegadaian Syariah establishes two types of collateral: the form of collateral stored in bags and the form of collateral stored in warehouses, hence the names "bag collateral" and "warehouse collateral." The bagged collateral is an item that is stored in a special bag prepared by the pawnshop, such as precious metals.

A critical aspect of the mechanism is the determination of *ujrah* or rental fees based on the *ijārah 'alā al-manāfi'* contract, which must be in accordance

<sup>1</sup>Twintina Pramita Sari, "Pawn Credit Procedures at Perum Pegadaian Salatiga Selatan Branch" (Salatiga, IAIN Salatiga, 2007), p. 14, 891/. 14, <http://e-repository.perpus.uinsalatiga.ac.id/12 891/>.



with the principles of justice and compliance with Islamic law. Islamic pawnshops serve as an alternative solution for individuals seeking financing without the element of usury. In practice, the system does not charge interest as conventional pawnshops do, but instead applies a *ujrah* fee in return for the service of storing collateral. However, the implementation of *ujrah* in the storage of collateral, such as bagged goods and warehouse goods, often raises various issues, especially regarding the determination of fair rates in accordance with the value of the benefits provided to customers. Therefore, the ideal contract to be used and implemented is *ijārah 'alā al-manāfi'*.

The concept of *ijārah 'alā al-manāfi'* is one of the two types of *ijārah* contracts, the other being *ijārah 'alā al-'amal*.<sup>2</sup> *Ijārah 'alā al-manāfi'* is a lease contract for the utilisation of goods or objects, such as leasing land, houses, animals, clothes and so on. *Ijārah* contracts for all these things are based on the utilisation of these things. The land is used for agriculture, the house serves as a residence, and the animals are used for transportation. All these contracts are related to the utilisation of these objects. *Ijārah 'alā al-'amal* is a contract that is based on work, such as hiring professional workers to work, in trade, blacksmithing, goldsmithing and others. This type of *ijārah* contract is based on all work and fulfils all the conditions and pillars.<sup>3</sup>

The concept of *ijārah 'alā al-manāfi'* contract provides the legal basis for service rental transactions in Islam. This contract allows the utilisation of the benefits of an item or service within a specific period for an agreed fee. From the aspect of Islamic law, this *ijārah 'alā al-manāfi'* contract must fulfil several requirements, such as clarity of the rental object, agreement between the two parties, and transparency in the calculation of *ujrah* fees. Understanding these legal aspects can provide recommendations to ensure that PT Pegadaian Syariah's practices remain in accordance with the applicable fiqh rules. Although the contract has a strong legal basis in theory, its implementation in the Islamic financial industry faces various challenges, including deviations, particularly in determining *ujrah* during the rental contract process.<sup>4</sup> For this

<sup>2</sup>Muhammad Al-Zuhaili, *Al-Mu'tamad fi Al-Fiqh Al-Syafi'i*, Volume 1, (Transl: M. Hidayatullah), (Jakarta: Gema Insani Press, 2018), p. 198. 198.

<sup>3</sup>Abdurrahmān Al-Jazīrī, *Fiqh 'Alā Al-Ma'zāhib Al-Arba'ah*, Volume 4 (Transl: Faisal Saleh), Cet. 2 (Jakarta: Al-Kautsar Library, 2017), pp. 153-154.

<sup>4</sup>Mustapa Siregar, Hafsa, and Hasan Matsum, "Implementation of Pawnshops Based on MUI Fatwa No. 25 and 26 of 2002 Sharia at BSI Ar-Hakim Medan," *Al-Mashlahah Journal of Islamic Law and Social Pranata* Vol. 10, no. 02 (30 October 2022): pp. 941, [https://doi.org/10.30868 /am.v10i02.4097](https://doi.org/10.30868/am.v10i02.4097).



reason, the need for opportunities to develop more innovative and flexible *ujrah* models for customers is very important. For example, a benefit-based scheme that is more adaptive to the community's needs can certainly be an alternative to ensure that the *ujrah* charged is not only fair but also operationally efficient at PT Pegadaian Syariah. This study has a high urgency in ensuring that the policy of determining *ujrah* in storing collateral at PT Pegadaian Syariah Banda Aceh remains in line with Sharia principles and the needs of the community.

In the context of PT Pegadaian Syariah, the *ijārah 'alā al-manāfi'* contract is used in determining the *ujrah* for storing collateral, both bagged collateral and in the context of warehouse collateral. Therefore, an in-depth understanding of the contract is necessary to ensure that the determination of *ujrah* is in accordance with Sharia principles and does not place an undue burden on the customer. The determination of *ujrah* in the storage of bagged or warehouse collateral often faces challenges related to fairness in the aspect of charging fees. The question that arises is related to the *ujrah* determined has reflected the value of the benefits obtained by the customer, then the elements of the preparation and determination of rates by the operations of PT Pegadaian and applicable regulations, and whether the *ujrah* determined has fulfilled the principle of justice in Islam, where profits are not only in favour of the institution but also provide benefits to the people who use the service.

Shariah regulations and standards set by Islamic financial authorities play an important role in the management of Islamic pawnshops. Fatwas issued by DSN-MUI (National Sharia Council-Majelis Ulama Indonesia) become the main foundation in ensuring compliance with sharia principles. Therefore, it is important to examine how PT Pegadaian Syariah Banda Aceh applies this regulation in their *ujrah* setting policy, including the fairness aspect in setting the rates. The impact of *ujrah* setting on customers is significant. If the *ujrah* rate is too high, customers may switch to other financing systems that are more affordable. Conversely, if the rates are too low, there could be an imbalance in the pawnshop's operations, which would hinder the service's sustainability. Therefore, the preparation of *ujrah* rates must strike a balance between business interests and customer benefits, ensuring the Islamic Pawnshop system continues to function optimally.

The analytical approach employed in this research encompasses the study of Islamic law and Islamic economics, as well as interviews with various

parties, to obtain a more comprehensive understanding. The empirical analysis of the practice of determining *ujrah* of PT Banda Aceh Syariah Pawnshop can help understand the dynamics in the field related to the implementation of the Syariah Pawnshop system. In the Islamic perspective, the principle of *maṣlahah, or benefit, serves as* a guideline in determining equitable policies. In this case, Islamic Pawnshops are not only oriented towards business sustainability, but must also prioritise social interests for the people who use this service. Therefore, this study aims to explore the extent to which the principles of *maṣlahah* and justice are applied in determining *ujrah*. Therefore, this article aims to analyse the determination of *ujrah* in the storage of bag and warehouse collateral at PT Pegadaian Syariah Banda Aceh according to the *ijārah 'alā al-manāfi'* contract.

## DATA AND METHODS

Legal research has several approaches. This study employs a conceptual approach, which relies on opinions or doctrines that align with the legal issues being studied, allowing these doctrines and legal views to serve as a basis for analysing the issues under examination. The legal issue in this study is the legal issue regarding the determination of *ujrah* in the storage of bags and warehouse collateral at PT Pegadaian Syariah Banda Aceh, according to the *ijārah 'alā al-manāfi* contract. Types of research in legal research can be divided into 2 two, namely juridical-normative and juridical-empirical. In this study, the type of research is empirical legal research, specifically legal research that addresses legal issues in the field, particularly regarding the determination of *ujrah* for the storage of bagged goods collateral and warehouse goods collateral of PT. Pegadaian Syariah Banda Aceh, according to the *ijārah 'alā al-manāfi'* contract.

The data sources in a study can be divided into two categories: primary data sources, which are extracted from the field, and secondary data sources, which are extracted from library materials. The data of this research is entirely sourced from legal materials, information through interviews in the field, and in certain circumstances also refers to literature data.

The data in this article were collected through interview techniques for empirical data, and through book surveys to explore theories and concepts, especially regarding the determination of *ujrah* for storing bagged goods collateral or warehouse goods collateral of PT Pegadaian Syariah Banda Aceh,



according to the *ijārah 'alā al-manāfi'* contract. The data will be analysed qualitatively, and the analysis conducted is *prescriptive*, which is related to the ideal concept of a law or something that should be. In the context of this article, *prescriptive* intends to analyse the determination of *ujrah* in the storage of bag and warehouse collateral at PT Pegadaian Syariah Banda Aceh according to the *ijārah 'alā al-manāfi'* contract. In this case, the theories and concepts regarding the *ijārah 'alā al-manāfi'* contract become the foundation for analysing the determination of *ujrah* at PT Pegadaian Syariah.

## RESULTS AND DISCUSSION

### A. The Concept of the *Ijārah 'Alā Al-Manāfi'* Agreement

The term *ijārah 'alā al-manāfi'*, also known as *ijārah bi al-manāfi'*, is composed of three essential words: *akad*, *ijārah* and the term *al-manāfi'*. The word *akad* comes from the Arabic word *al-'aqad*, which is the *maṣdar* form of the word *'aqada*, and its plural form is *'uqūd*. In English, it is called a tie, contract, or *join*.<sup>5</sup> Etymologically, the term *akad* means agreement or contract.<sup>6</sup> *Akad* also means relationship, strong, rigid, dependent, firm, binding.<sup>7</sup> A bond or contract whose object is material or service skills in a condition agreed upon by both parties to the agreement.<sup>8</sup> This definition shows that a contract is linguistically understood as a strong rope or agreement.

According to terminology, there are several formulations of the contract, including Al-Zuḥailī who states that the contract in the general sense is closer to the meaning in language as mentioned by the Mālikī, Shāfi'i, and Ḥanbalī jurists, namely everything that a person intends (determined) for his action, whether it arises from his own will such as *waqf*, *talak*, and *oath*, or requires an effort to create the action such as buying and selling and renting. As for the contract in its specific meaning, it is the relationship between *ijab* and *kabul*.<sup>9</sup> According to Al-Jurjānī, a contract is a bond or relationship between several parties in a transaction through *ijab-kabul* in accordance with the law. Al-

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<sup>5</sup>J.M. Cowan, *Arabic English Dictionary*, Third Edition (New York: Spoken Language Services, 1976), p. 627. 627.

<sup>6</sup>Achmad W. Munawwir and M. Fairuz, *Kamus al-Munawwir: Arabic Indonesian Dictionary* (Surabaya: Pustaka Progressif, 2007), p. 953.

<sup>7</sup>Wizārah Al-Auqāf, *Mawsū'ah al-Fiqhiyyah* (Kuwait: Wizārah Al-Auqāf, 1995), pp. 198.

<sup>8</sup>Ridwan Nurdin, *Fiqh Agreements in Islamic Banking in Indonesia: History, Concept and Development*, Cet. 2 (Banda Aceh: PeNA Foundation, 2014), pp. 21-22.

<sup>9</sup>Wahbah Al-Zuḥailī, *Al-Fiqh Al-Islāmī wa Adillatuh*, Volume 4, (Transl: Abdul Hayyie al-Kattani, et al), (Jakarta: Gema Insani Press, 2012), pp. 80-81.



Barkatī also stated that a contract is a relationship between the parties to a transaction that is under the provisions of syarak through ijab and kabul, or the will between two people who make a contract through ijab kabul for all types of contracts.<sup>10</sup>

As for the word *ijārah*, it means to give wages, to care for cracked bones, to hire or rent. According to Al-Zuhailī,<sup>11</sup> and Al-Ahmadī,<sup>12</sup> the language meaning of *ijārah* is wages and giving work. From this meaning, the reward (for a Muslim's worship) is also called *al-ajrun*.<sup>13</sup> According to M. Quraish Shihab, *al-ajru* means reward or wage. In the language of Islamic law, the term is interpreted as referring to a person who is assigned a specific job for a guaranteed reward. The word *ajr* can mean both the subject and the object, namely the one who gives or receives. Still, this word is generally used for the one who receives; there is a mutual attachment, in which both parties need each other. The one who receives needs wages, and the one who gives needs help, so that there is cooperation between the two.<sup>14</sup> The terminological meaning of *ijārah* is the possession of a benefit for a fee. *Ijārah* is a contract for a desired, known, deliverable benefit that is permissible with compensation ('*iwād* or substitute) known to each party.<sup>15</sup> Sayyid Sābiq formulated *ijarah* as a contract (agreement) for a benefit that is carried out with the payment of compensation and wages (*iwād*).<sup>16</sup> The term *ijārah 'alā al-manāfi'* is a word that is conceptually used to distinguish from the term *ijārah 'alā al-'amal*. *Ijārah 'alā al-manāfi'* is a lease agreement for a good in which one party provides the good, and the other party utilises the use of the leased good. This meaning is different from the term *ijārah 'alā al-'amal*, which is the second form of the concept of *ijārah*, which is a lease contract for a job with an *ujrah* or reward.<sup>17</sup>

<sup>10</sup>Ali ibn Muḥammad Al-Jurjānī, *Mu'jam al-Ta'rīfāt*, (Tahqīq: Muḥammad Ṣiddīq al-Minsyāwī), (Riyad: Dār Al-Faḍīlah, 2004), p. 149. 149.

<sup>11</sup>Wahbah Al-Zuhailī, *Al-Fiqh Al-Syāfi'i Al-Muyassar*, (Transl: Muhammad Afifi and Abdul Hafiz), Volume 3, (Jakarta: Almahira, 2016), pp. 37.

<sup>12</sup>Abd Al-Azīz Mabrūk Al-Ahmadī et al, *Fiqh Al-Muyassar*, (Transl: Izudin Karimi), Cet. 3, (Jakarta: Darul Haq, 2016), pp. 387.

<sup>13</sup>Abdul Rahman Ghazaly, Ghufron Ihsan, and Sapiudin Shidiq, *Fiqh Muamalat*, 1st, Cet. 4th ed. (Jakarta: Kencana Prenada Media Group, 2015), pp. 277.

<sup>14</sup>M. Quraish Shihab, *What We Lost: Morals* (Tangerang: Lentera Hati, 2016), pp. 266.

<sup>15</sup>Al-Zuhailī, *Al-Mu'tamad fi...*, p. 211.

<sup>16</sup>Sayyid Sābiq, *Fiqh Al-Sunnah*, (Transl: Abu Aulia & Abu Syauqina), (Jakarta: Republika, 2018), pp. 114.

<sup>17</sup>Amran Suadi and Mardi Candra, *Political Law Perspectives on Islamic Civil and Criminal Law and Sharia Economics*, Cet. 2, (Jakarta: Kencana Prenada Media Group, 2016), pp. 488.



*Ijārah 'alā al-manāfi'* is a contract for the transfer of the right to use (benefits) of a good or service within a particular time through rental/wage payments, without being followed by the transfer of ownership of the goods.<sup>18</sup> Soemitra notes that *ijārah 'alā al-manāfi'* is the same as *ijārah al-'ain* (*muṭlaqah*) or '*alā al-a'yān*', meaning a lease contract for the benefits of goods. This type of *ijārah* is used for leasing assets with the aim of benefiting from the assets.<sup>19</sup>

The scholars agree on the permissibility of this form of *ijārah* contract, provided that the type of property leased or utilised by the tenant does not violate the provisions of the Shariah. For example, renting a house to live in, a car to drive, clothes to wear and other objects or assets.<sup>20</sup> Al-Māwardī stated that *ijārah* contracts for benefits are permissible based on the views of the Companions and *Taabi'īn*.<sup>21</sup> Hubairah mentioned that scholars agreed on the permissibility of carrying out *ijārah 'alā manāfi'* contracts, which is the ownership of a benefit for a fee.<sup>22</sup> In the context of legal norms, *ijārah 'alā manāfi'* contracts are permissible based on the following hadith narrated by Abi Dawud:

عَنْ سَعِيدِ بْنِ الْمُسَيَّبِ عَنْ سَعْدٍ قَالَ كُنْتَا نُكْرِي الْأَرْضَ بِمَا عَلَى السَّوَاقِ مِنْ الزَّرْعِ وَمَا سَعَدَ بِالْمَاءِ مِنْهَا فَهَنَّا رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ ذَلِكَ وَأَمْرَنَا أَنْ نُكْرِيَنَا أَوْ فِدَّهِنَا أَوْ فِضَّهِنَا

Sa'id ibn Al-Musayyab reported that Sa'di said: We used to lease land in return for crops that grew on small rivers and streams that flowed with such water. Then the Messenger of Allah (peace and blessings of Allāh be upon him) forbade us from doing so, and ordered us to rent it out for a wage of gold or silver." (HR. Abī Dāwud).

<sup>18</sup>M. Cholil Nafis, *Legal Theory of Sharia Economics* (Jakarta: University of Indonesia, 2011), p. 180. 180.

<sup>19</sup>Andri Soemitra, *Sharia Economic Law and Fiqh Mu'amalah in Financial Institutions and Contemporary Business* (Jakarta: Kencana Prenada Media Group, 2019), p. 117. 117; Ghazaly, Ihsan, and Shidiq, *Fiqh Muamalat* ..., p. 285; Sutan Remy Sjahdeini, *Islamic Banking: Products and Legal Aspects* (Jakarta: Kencana Prenada Media Group, 2018), p. 271. 271.

<sup>20</sup>Ibn Rushd, *Bidāyah Al-Mujtahid wa Nihāyah Al-Muqtaṣid*, (Transl: Misbah), Volume 2, (Jakarta: Pustaka Al-Kautsar, 2016), pp. 410.

<sup>21</sup>Abī Al-Hasan Al-Māwardī, *Al-Ḥāwī Al-Kabīr fī Fiqh Maṣhab Al-Imām Al-Syāfi'ī: Sharḥ Mukhtaṣar Al-Muzānī*, Juz XII (Beirut: Dār Al-Kutb Al-'Ilmiyyah, 1994), pp. 388.

<sup>22</sup>Hubairah Al-Baghdaḍī Al-Hanbālī, *Ijmā' al-A'immah Al-Arba'ah wa Ikhtilāfuhum*, (Riyad: Dar al-'Ulla, 2009), pp. 61.

<sup>23</sup>Abī Dāwud Sulaimān ibn al-Ash'ath al-Sajastānī, *Sunan Abī Dāwud* (Riyad: Bait al-Afkār al-Dauliyyah Linnasyr, 1420), p. 570. 570.



The legal information of the above *Hadīth* is that *ijārah 'alā al-manāfi'* is allowed as long as the money or rental fee is not taken from the harvest of the rice field or field but other assets such as gold and silver, or for now it can be in the form of banknotes, or it can be something else valuable. The legal basis of *ijārah 'alā al-manāfi'* also refers to the rules of fiqh, namely the original law of muamalah is permissible in Islam.<sup>24</sup> The rules are as follows:

الأصل في المعاملة الإباحة لآن يدل دليل على تحريها.<sup>25</sup>

The original law in all forms of muamalah is permissible unless there is evidence that forbids it.

The rule means that the fundamental law of muamalah is permissible, unless there is a valid, *clear, and firm dalalah* (*its usefulness as a proposition*) that prohibits and forbids; if there is,, then the nash is held.<sup>26</sup> In another sense, the rule becomes the reason why all types of muamalah in Islam are permissible. But its permissibility is limited by the presence or absence of evidence that diverts the allowable law.<sup>27</sup>

In general, the pillars and conditions of *ijārah 'alā al-manāfi'* are the same as those of *ijārah*, except that the wording of the contract and the object of the lease are different from *ijārah 'alā al-'amal*. Scholars, especially among the Hanafis, and the majority of scholars often differ in their opinions, which are not so significant, in determining which are the pillars of a muamalah contract. The difference lies in determining which elements are part of the pillars of *ijārah*. According to the Ḥanafiyah scholars, as mentioned by Ghazaly, the pillar of *ijārah 'alā al-manāfi'* is only *ijab-kabul* or *ṣighah al-'aqd*. Meanwhile, according to the majority of scholars, the pillars of *ijārah 'alā al-manāfi'* are four, namely:<sup>28</sup>

1. Two people who make a contract, namely the *musta'jir* and the *muajjir*.
2. *Ijab-kabul*.

<sup>24</sup>A. Djazuli, *Rules of Jurisprudence: Rules of Islamic Law in Resolving Practical Problems*, Cet. 8, (Jakarta: Kencana Prenada Media Group, 2019), pp. 130-131.

<sup>25</sup>Yūsuf Al-Qaraḍāwī, *Al-Qawā'id Al-Hākimah li Fiqh Al-Mu'amalāt* (Transl: Fedrian Hasmand), (Jakarta: Pustaka Al-Kautsar, 2014), pp. 9-10.

<sup>26</sup>Al-Qaraḍāwī, p. 10.

<sup>27</sup>Yūsuf Al-Qaraḍāwī, *Al-Halāl wa Al-Harām fī Al-Islām*, (Transl: M. Tatam Wijaya), (Jakarta: Qalam, 2017), pp. 34.

<sup>28</sup>Ghazaly, Ihsan, and Shidiq, *Fiqh Muamalat...*, pp. 278.



3. Rent or reward, which is the wage given. In the case of leasing, the person who leases is obliged to give wages to the lessee. In the concept of *ijārah 'alā al-manāfi'*, the party renting the property is obliged to pay the renter.
4. The benefit is the object of the *ijārah* contract.

The conditions of the *ijārah 'alā al-manāfi'* contract as written by Al-Jazā'irī are at least three, namely:<sup>29</sup>

1. The value of the benefit or service must be known, such as the rice field from which the benefit is taken, the garden, the animal to be ridden, the tailor whose work is being used, the builder whose work is being used, and others.
2. The services or goods being rented are permissible and it is not permissible to rent a slave girl for commercial sex, or a woman to sing or wail.
3. Knowing the amount of wages. This means that the status of the wage must be known, because it serves as a substitute (medium of exchange) in an exchange transaction, so it must be understood like the price of goods in buying and selling.<sup>30</sup>

The fulfilment of these conditions makes the *ijārah 'alā al-manāfi'* contract legally valid. Fulfilment of the first condition is essential, because the goods or services that are the object of the *ijārah* contract tend to be the same as the object of sale and purchase. The second condition is also quite important. The lack of clarity regarding whether the goods or services that are the object of *ijārah* are permissible or not does not fulfil the *shar'ī* requirements, so the contract is invalid. Likewise, in the third condition regarding the price or amount of wages, both parties must agree on the amount of wages that one party will receive as a consequence of the use of the property given by the tenant. Therefore, all the pillars and conditions discussed above are sufficient to guarantee that *ijārah 'alā al-manāfi'* is legally valid.

## B. Determination of *Ujrah* in the Storage of Collateral for Bags and Warehouses at PT Pegadaian Syariah Banda Aceh

<sup>29</sup>Abū Bakr Jābir Al-Jazā'irī, *Minhāj Al-Muslim*, (Transl: Syaiful, et al) (Surakarta: Ziyad Books, 2018), p. 503. 503.

<sup>30</sup>Al-Jazīrī, *Fiqh 'Alā Al-Mazāhib Al-Arba'ah*, pp. 152-156.



It has previously been mentioned that PT Pegadaian Syariah is one of the financing institutions that provide financing services to the community, meeting both consumptive and productive needs. In this case, PT Pegadaian Syariah provides financing services in the form of a sum of money carried out by giving collateral. According to Syarwani, as the Banda Aceh regional business manager, the financing system at PT Pegadaian Syariah in Banda Aceh City is implemented with a collateral system. With the collateral, the pawnshop officer will assess its value and then calculate the amount of financing that can be disbursed to the customer. In the pawn contract, the customer must submit the collateral to PT Pegadaian Syariah, and it will be stored in accordance with the applicable provisions at PT Pegadaian Syariah. In this case, bagged goods (such as gold) are stored in a safe according to pawnshop standards, while warehouse goods (like vehicles) are stored in a guarded warehouse.<sup>31</sup>

In his statement, Syarwani also stated that the mechanism for storing collateral objects, bagged collateral, and warehouse goods will be guarded by officers as collateral managers, who are responsible for storing and placing collateral that has been received in its designated storage place. This collateral manager is also responsible for ensuring that the collateral is in complete and good condition, as specified when received from the customer.<sup>32</sup> This kind of pattern applies the same as what applies to other conventional pawnshops. This means that the collateral is guarded according to the applicable procedures, closely guarded by officers as long as the collateral is still not taken or during the financing period.

However, what distinguishes conventional pawnshops from Sharia pawnshops, as applied to PT Banda Aceh Sharia Pawnshop, is the type of contract used. Islamic pawnshops operating within the territory of Aceh, including one in Banda Aceh City, must adhere to their operational system under sharia values and principles—the operational patterns and contracts used by PT. Pegadaian Syariah Banda Aceh are bound by and limited by the provisions stipulated in the Aceh Qanun, especially Qanun Number 11 of 2018 concerning Sharia Financial Institutions (hereinafter abbreviated as Qanun LKS). This is understood in Article 1, point 10 *jo.* Article 7 paragraph (3) letter

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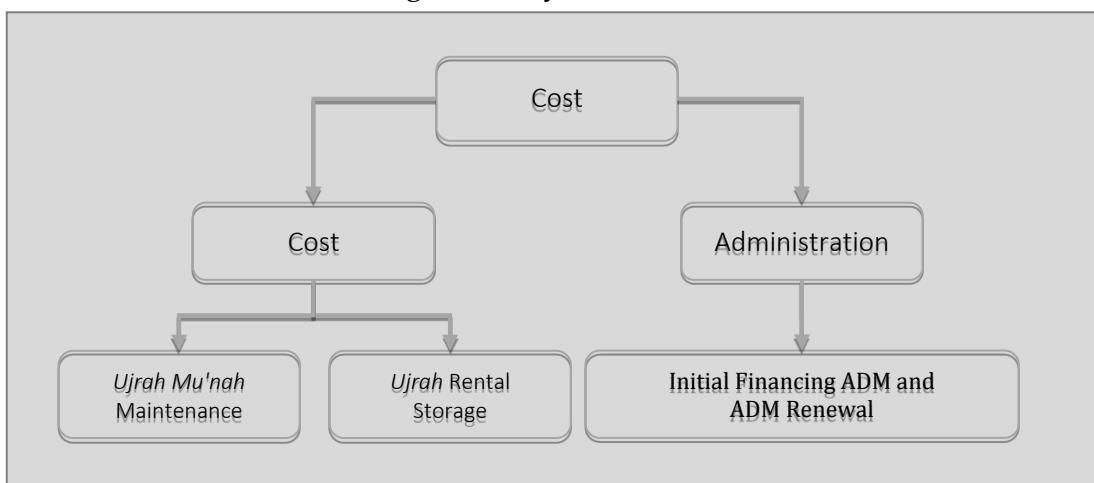
<sup>31</sup>Interview with Syarwani, Banda Aceh Regional Business Manager, PT Pegadaian Syariah Banda Aceh, 12 June 2025.

<sup>32</sup>*Ibid.*

d of the Qanun LKS, which explicitly states that the Pawnshop Company is one of the non-bank LKS, and in its operational system, must not conflict with sharia principles.

As one of the companies engaged in business, PT Pegadaian Syariah certainly has a business motivation for implementing pawn financing. This is evidenced by the costs incurred by customers when utilising pawnshop services. These costs consist of maintenance costs and wage costs, and there are also administrative costs obtained by PT Pegadaian, for example at the time of the initial financing application by the customer, as well as administration at the time of renewal. This maintenance fee is called *mu'nah*, while the wage fee is called *ujrah*. Even so, it can be said that *mu'nah* is part of *ujrah*, especially *ujrah* or maintenance fees, but the term commonly used for PT Pegadaian Syariah is *mu'nah*. The *mu'nah* fee is a fee intended for the maintenance of collateral that is closely guarded by PT Pegadaian Syariah Banda Aceh, both from damage, loss, and other things that can cause the collateral to be lost or damaged. While *ujrah* is wages or fees and costs in the general sense born due to the storage of collateral.

**Figure. 1.** Costs Incurred by the Customer  
at PT Pegadaian Syariah Banda Aceh



Source: Author's Processed Data (2025)

Based on the figure above, it can be seen that the fees received by PT Pegadaian Syariah Banda Aceh consist of fees (both *ujrah* maintenance of objects or collateral called *mu'nah*, as well as *ujrah* storage rental fees), and administrative fees. In addition to the fees mentioned above, PT Pegadaian

Syariah Banda Aceh does not take other fees such as interest fees for the customer's delay in depositing loan fees on the pawned property, or other fees. Although the nominal amount is relatively small, this is where PT. Pegadaian Syariah Banda Aceh City takes advantage, because the system built is a business or commercial system.

Regarding the determination of *ujrah* in the storage of bag and warehouse collateral at PT Pegadaian Syariah Banda Aceh, the *ujrah* fee is determined based on the estimated value of the collateral. This means that the *ujrah* for each collateral item is assessed and valued; then, based on the estimated value, the *ujrah* is determined. In this context, the *ujrah* or *mu'nah* fee is not determined by the amount of the loan, but rather by the estimated value of the goods pledged by the customer. This is following Syarwani's statement that the amount of *ujrah* is not calculated based on the loan amount, but rather assessed based on the estimated value of the goods.<sup>33</sup> If the determination and calculation of *ujrah/mu'nah* are evaluated based on the loan amount, then it opens up opportunities for usury practices in customer loans. This aspect is what PT Pegadaian Syariah wants to avoid.

However, in practice, there is indeed a percentage difference in determining the *ujrah/mu'nah* that customers must pay at PT. Pegadaian Syariah Banda Aceh City, and this percentage difference is determined according to the customer's loan classification, which is calculated based on the percentage of the estimated collateral amount maintained and stored by PT. Pegadaian Syariah Banda Aceh City. According to Syarwani, it is stated below:

*"The calculation of maintenance and storage fees (*ujrah/mu'nah*) of PT Pegadaian Syariah is calculated based on a percentage of the estimated value of the bagged collateral (*marhun*), not based on the loan amount. In Islamic pawnshops, there is a classification of loan money for the principle of justice in determining *mu'nah* and *ujrah*.<sup>34</sup>*

The classification of the loan amount that affects the percentage of *ujrah* and *mu'nah* from the estimated value of the collateral is determined by four

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<sup>33</sup>Interview with Syarwani, Regional Business Manager Banda Aceh, PT Pegadaian Syariah Banda Aceh, 12 June 2025.

<sup>34</sup>Interview with Syarwani, Regional Business Manager Banda Aceh, PT Pegadaian Syariah Banda Aceh, Date 12 June 2025.



groups, namely group A, group B, group C, and group D, as can be seen and understood in the following table:

**Table 1.** Classification of Loan Money and Determination of Percentage *Ujrah / Mu'nah* from the Collateral Estimated Value

No.	Class.	Loan (Rp)	Percentage Value of <i>Ujrah/Mu'nah</i> from the Estimated Collateral of Bag Goods and Warehouse Goods
1	A	Rp. 50,000-Rp. 500,000	<i>Ujrah/Mu'nah</i> 0.47% of Estimated Value
2	B	Rp. 510,000-Rp. 5,000,000	<i>Ujrah/Mu'nah</i> 0.79% of the Estimated Value
3	C	Rp. 5,050,000-Rp. 20,000,000	<i>Ujrah/Mu'nah</i> 0.79% of the Estimated Value
4	D	IDR 20,100,000 and above	<i>Ujrah/Mu'nah</i> 0.69% of the Estimation

Source: Interview, PT Pegadaian Syariah Banda Aceh (2025).

From Table 1 above, it can be seen that the determination of *ujrah* in storing collateral for bags or warehouses at PT Pegadaian Syariah Banda Aceh is based on the estimated value of the collateral, not determined by the difference in collateral, and not calculated from the loan amount. As for the differences in loan classification above, it is carried out to fulfil the principle of justice for both customers and PT Pegadaian Syariah Banda Aceh. From the data table above, an example can be put forward, that if a customer pawns a ring to PT Pegadaian Syariah, valued at Rp. 20,000,000. The customer wants to take a loan with a financing amount of Rp. 15,000,000, then the amount of financing is included in Group C, so the value or amount of the estimated percentage for *ujrah /mu'nah* fees is 0.79%, so, the calculation is as follows:

**Table 2:** Example of Ujrah Calculation

Type of <i>Marhun</i> (Pawn Property)	Collateral Goods (Gold Ring)
Estimated <i>Marhun</i>	IDR 20,000,000
<i>Marhun Bih</i> (Loan Amount)	Rp. 15,000,000
Loan Group	Class C



Value of <i>Ujrah</i> Percentage of Estimated	0,79 %
Calculation	$  \begin{aligned}  &= \\  &Jumlah Taksiran Marhun \times 0,79\% \\  &= 20.000.000 \times \frac{0,79}{100} \\  &= 158.000  \end{aligned}  $
<i>Ujrah</i> fee charged to the customer	= IDR 158,000

Source: Data Processed by the Author (2025).

Based on the example above, it can be seen that the customer is only charged an *ujrah* fee value of Rp. 158,000. In practice, PT Pegadaian Syariah Banda Aceh usually sets the *ujrah* fee per ten days (*ujrah/10 days*) depending on the initial contract, whether a pawn contract with a regular scheme that charges *ujrah* per 10 days for a maturity period of 4 months, or a pawn contract with a *flexi* scheme that charges *ujrah* per day and a maturity period of 2 months.

If the customer follows the contract or pawn contract with the regular scheme, they are charged a *ujrah* fee of IDR 158,000 per ten days. Therefore, customers who are in the course of financing loan instalments, the pawnshop management will again look at the remaining customer loans, whether they are still in Group C, or have shifted to Group A. This assessment is critical, because if the customer's loan amount is in Group A, the percentage value of *ujrah* is no longer 0.79% of the estimated value of the loan, but switches to a percentage of 0.47% of the estimated value of the collateral. Therefore, the amount of *ujrah* fee that the customer must pay per ten days will be reduced according to the percentage of the new loan amount group.

Referring to the description above, it can be understood that the determination of the *ujrah* fee in the storage of bag and warehouse collateral at PT Pegadaian Syariah Banda Aceh is calculated from the estimated value of the goods, and is adjusted to the customer's loan class, whether it is class A, B, C or D, and this loan amount class affects the amount of *ujrah* fees that the customer must incur, because the percentage is different between each class. The determination of the *ujrah* basically does not thoroughly look at the estimated value of the customer's collateral but is adjusted to the classification and class of the customer's loan amount, the percentage per loan class has been determined by PT Pegadaian Syariah Banda Aceh.



### C. Reasons for PT Pegadaian Syariah Banda Aceh Setting the Same Ujrah Value on Different Collateral Objects in the Maintenance of Bagged and Warehouse Goods

Regarding the determination of *ujrah* in the storage of bagged and warehouse collateral at PT Pegadaian Syariah Banda Aceh, it is basically the same, which is seen and assessed from the estimated value of the collateral. So that there is no difference whether the guarantee is included in the category of pocket goods (jewellery) or warehouse goods (vehicles). This is by Syarwani's statement, as understood in the following interview transcript excerpt:

*"There is no comparison of the value of the mu'nah to the different objects of collateral. Because the maintenance fee (mu'nah) or ujrah storage fee, is determined based on the estimated value not the type of collateral. The storage facility does not affect the size of the mu'nah or ujrah fee. As for the same mu'nah or ujrah value even though the two types of collateral are stored with different means, it is caused by the same estimated value figure ".<sup>35</sup>*

Based on the above information, it can be seen that the determination of *ujrah/mu'nah* of collateral is not measured from the aspect of the type of goods pawned, whether it is included in the collateral of bagged or warehouse goods, nor is it assessed from the amount of fees taken by the customer. However, the cost of maintenance and storage is determined from the estimated value of the goods. The value of the pawned goods (*marhun*) serves as the basis for calculating *ujrah/mu'nah*, as it represents the estimated value of the collateral, which in turn means the costs of maintenance, storage, and the risks faced by PT Pegadaian Syariah.

The statement also provides information that the reason for setting the same *ujrah* rate by PT Pegadaian Syariah Banda Aceh for different collateral objects stored in bags and warehouses is based on several operational considerations as well as sharia principles. Operationally, the equalisation of *ujrah* rates reflects efficiency in the administrative management process as well as standardisation of maintenance and storage costs, which are considered to have an equal level of protection and supervision. This is in line with Syarwani's statement that the determination of the *ujrah* amount for each collateral item is based on the estimated price of the collateral object. One of

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<sup>35</sup>Interview with Syarwani, Regional Business Manager Banda Aceh, PT Pegadaian Syariah Banda Aceh, Date 12 June 2025.

the reasons is to equalise all forms of collateral objects without distinguishing them in terms of shape or type. Therefore, the process of determining the *ujrah* for collateral goods is based on the estimated value of the goods, rather than on differences in the kind of goods.<sup>36</sup>

In addition, Syarwani also explained that the following reason is that PT Pegadaian Syariah, including in Banda Aceh City, applies a Sharia operational pattern, not a conventional one. According to the Sharia perspective, the policy of equalising the value of *ujrah* also aims to establish the principle of transparency and fairness in accordance with the principle of avoiding *gharar*, or uncertainty, in transactions. This also refers to the provisions of Fatwa DSN-MUI No. 25/DSN-MUI/III/2002, which confirms that *ujrah* is determined based on the maintenance and storage services of the collateral (*marhun*), not on the amount of the loan, nor on the difference in the collateral.<sup>37</sup> With relatively similar risks and responsibilities for collateral, PT Pegadaian Syariah Banda Aceh applies a uniform rate as a form of fair treatment to each customer for all types of goods provided, for example, *marhun* in the form of gold, car BPKB, or electronic goods (such as laptops or mobile phones) while ensuring that the determined *ujrah* value reflects the principle of benefit (*maṣlahah*) and also efficiency in the implementation of the *rahn* contract.

#### **D. Analysis of Ujrah Determination at PT Pegadaian Syariah Banda Aceh According to the Ijārah 'Alā Al-Manāfi' Agreement**

The provisions of Islamic law related to the muamalah system are not rigid in the sense that Islamic law adapts to and accommodates the development of the economic system that emerges within society. Although in practice, every type of muamalah must be bound by and always limited by sharia principles such as avoiding usury, *zalim*, *gharar*, *tadlis*, and others. In the context of pawnshops, the operational system of pawning collateral goods run by PT Pegadaian Syariah throughout Indonesia, including in Aceh, more specifically in Banda Aceh, is one of the new types of *muamalah*. Although this pawn guarantee contract has long existed, it is not a new concept, as it is referred to in legal terminology as *rahn*.

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<sup>36</sup>Interview with Syarwani, Regional Business Manager Banda Aceh, PT Pegadaian Syariah Banda Aceh, Date 12 June 2025.

<sup>37</sup>Interview with Syarwani, Regional Business Manager Banda Aceh, PT Pegadaian Syariah Banda Aceh, Date 12 June 2025.

Likewise, Islamic law accommodates the values and practices developed by financing companies, whether in the form of banks or non-bank companies such as PT Pegadaian Syariah Banda Aceh. Today's Shariah pawnshop companies have introduced various innovations regarding the contracts they carry out. For example, innovation in the form of combining two contracts in one transaction that has developed in the midst of society and applied by pawnshop companies is called a *hybrid contract*, or in fiqh, called *al-'uqūd al-murakkabah*. This can be understood from the practice of PT Pegadaian Syariah which combines the *rahn* (pawn) contract or contract with the *ijarah* (rental) contract. The *rahn contract* is carried out to serve customers who want to utilise the financing services provided at Pegadaian with the obligation for customers to provide collateral for pawn goods. Meanwhile, the *ijarah* contract is represented by a rental agreement, which takes fees for the storage and maintenance of the goods pawned by the customer.

Normatively, combining two contracts in one transaction is permissible in Islam,<sup>38</sup> provided that the two contracts are made separately and for different contexts, even though they are made in the same case. In this regard, the Messenger of Allah (SAW) once stated the prohibition on combining two contracts in one transaction, especially when buying and selling.

حدَّثَنِي يَحْيَى بْنُ مَالِكٍ أَنَّ رَسُولَ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ نَهَىٰ عَنِ الْبَيْعَيْنِ فِي يَوْمٍ. (رواه مالك).<sup>39</sup>

Yahya reported to me from Malik that the Messenger of Allah forbade two contracts in one transaction (H.R. Malik).

This hadith is relevant in the context of the law of buying and selling. The hadīth explains that there is a prohibition on doing two transactions in one contract, where the buyer is told to choose one or the other, but both are still considered binding. For example, a seller says: "I am selling this item with two options: you can buy it for 1 dinar, or 2 dinars. You can choose whichever one you prefer, but whichever one you choose, the contract is valid from the start." This model is prohibited because it is unclear from the outset. This model is forbidden because it is unclear from the outset which price is being used,

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<sup>38</sup>Mohammed, *Sharia Business: Transactions and Binding Patterns* (Jakarta: Rajawali Pers, 2018), pp. 288.

<sup>39</sup>Mālik ibn Anas, *Al-Muwaṭṭa'* li al-Imām al-A'immah wa 'Ālim al-Madīnah (Qāhirah: Dār al-Ḥadīth, 1992), p. 192.

potentially leading to fraud or one-sided gain. However, if the transaction is made at the same price for two items, and the buyer is given the right to choose without changing the price or terms after the contract is signed, then it is permissible. In this case, Islam emphasises clarity and fairness in transactions. If the contract is not clear, then it is considered to ruin the transaction. However, in the context of the pawn contract in the case of combining two contracts (*rahn* contract and *ijarah* contract) in one pawnshop transaction that applies to the operational system of PT Pegadaian Syariah, it is part of *al-'uqūd al-murakkabah*, which is permissible, provided that it must meet the conditions for determining a clear contract.

In the context of determining wages in Islamic pawnshops, the contract used is an *ijarah* contract, specifically the *ijārah 'alā al-manāfi'* contract, which is the lease of the benefits of objects. In this case, the determination of *ujrah* by PT Pegadaian Syariah Banda Aceh, as stated in the previous sub-discussion, is in accordance with sharia principles, especially the principles that apply in the *ijārah 'alā al-manāfi'* contract. In this context, PT Pegadaian Syariah Banda Aceh takes a fee for the collateral deposited by customers at the pawnshop, both in the category of bagged goods and warehouse collateral trunks. Both collaterals require space and maintenance costs. For this reason, in the *ijārah 'alā al-manāfi'* review, PT. Pegadaian Syariah can determine the *ujrah* from the value of the goods stored in the place provided by the pawnshop (safe for the category of bagged goods, or warehouse goods for collateral goods such as vehicles and others).

In fiqh, there are several forms of *ujrah* in pawn law. Wahbah Al-Zuhaili has identified at least four types of *ujrah* in pawn contracts, especially costs incurred due to the maintenance and storage of *marhun*, namely as follows:<sup>40</sup>

1. *Ujrah* for grazing services (*ujrah al-ra'iyy*). This occurs if the *marhun* is an animal that requires maintenance services. The maintenance of animals can include feeding, drinking, bathing, and administering medicine or vitamins when the animal is sick. If the area has a field with grass, the goat can be released into the field and must still be cared for or guarded so that it does not get lost. Hence, it is permissible to charge a fee or *ujrah* (remuneration) for protecting the animal.

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<sup>40</sup>Wahbah Al-Zuhaili, *Al-Fiqh Al-Islāmī wa Adillatuh*, Volume 6, (Transl: Abdul Hayyie al-Kattani, et al), (Jakarta: Gema Insani Press, 2012), p. 185. 185.



2. *Ujrah* for guarding services (*ujrah al-hifz*). Objects that have been used as collateral must be given special care and guard so that the goods avoid damage and loss. Guarding is the obligation of the owner of the goods or the person concerned, so he must give a fee to the party who guards or takes care of the mortgaged item.
3. Fee for the service of the benefit of the *marhun* (*ujrah alā al-qiyām bi maṣlaḥah*). This is a fee for maintaining the goods to prevent their quality or value from declining or for ensuring they are not damaged.
4. The *fee* is related to the rent of the place (*ujrah al-mahal al-lazi yuhfazh fihi al-marhun*). *Marhun* requires a place for maintenance and guarding, such as a garage, cage or cupboard for storing valuables. The use of the *marhun* maintenance place requires *rahin* or the owner of the *marhun* (the party who pawned his goods) to pay *ujrah* for the use of the place.<sup>41</sup>

The provisions regarding the determination and determination of *ujrah* have also been stated and stipulated in one of the Fatwas of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI), namely DSN-MUI Fatwa Number 25/DSN-MUI/III/2002 concerning *Rahn*, in DSN-MUI Fatwa Number 26/DSN-MUI/III/2002 concerning Gold *Rahn*. The fatwa states that *marhun* and its benefits remain the property of *rahin*. In principle, *marhun* cannot be utilised by *murtahin* except with the permission of *rahin*, without reducing the value of *marhun*, and its utilisation is only a substitute for the costs of maintenance. Furthermore, the maintenance and storage of *marhun* is the obligation of *rahin* but can also be carried out by *murtahin*. In contrast, the cost and maintenance of storage remains the obligation of *rahin*. As for the amount of maintenance costs and also storage of *marhun*, it may not be determined based on the amount of the loan.<sup>42</sup> In the provisions of the fatwa, it is also stated that the costs and costs of storing goods (*marhun*) are borne by the pledgee (*rahin*). Then, the amount of the fee is based on expenses that are

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<sup>41</sup>Noor Uz'dmah Hayati, Syarif Hidayatullah, and Hendra Kholid, "Review of Muamalah Jurisprudence on the Determination of Mu'Nah (Pawn Maintenance Fee) on Arrum BPKB Products for MSMEs at Pegadaian Syariah Kramat Raya, Central Jakarta," *Maslahah: Journal of Sharia Management and Economics* Vol. 2, no. 4 (13 August 2024): 01-18, <https://doi.org/10.59059/maslahah.v2i4.1572>.

<sup>42</sup>DSN-MUI Fatwa Number 25/DSN-MUI/III/2002 on *Rahn*.

obviously necessary, and the cost of storing goods (*marhun*) is calculated based on an *ijarah* contract.<sup>43</sup>

Taking into account the above description, it can be seen that the practice of determining fees, wages or *ujrah* at PT Pegadaian Syariah Banda Aceh is in accordance with Islamic fiqh, which regulates the *ijārah 'alā al-manāfi'* contract and the *rahn* contract. This means that PT Pegadaian can charge a fee for the maintenance and storage of collateral submitted by its customers. In addition, the practice of determining *ujrah* at PT Pegadaian Syariah Banda Aceh City is also in line with the Fatwa of DSN-MUI, because the cost or fee for maintenance and storage is based on an *ijarah* contract. The *ujrah* is not determined from the amount of the loan, but is determined based on the estimated value of the collateral and combined with the category of the customer's loan group, whether Group A, B, C, or group D. So, it can be concluded that the determination of *ujrah* is not based on the amount of the loan. So, it can be concluded that the determination of *ujrah* for bagged collateral and warehouse collateral at PT Pegadaian Syariah Banda Aceh is in accordance with the *ijārah 'alā al-manāfi'* contract as stipulated in Islamic fiqh, and also in accordance with the limitations of the *rahn* contract specified in the DSN-MUI Fatwa.

## CONCLUSION

Based on the analysis of the previous discussion, it can be concluded that the determination of *ujrah* on the storage of collateral for bags or warehouses at PT Pegadaian Syariah Banda Aceh is in accordance with the *ijārah 'alā al-manāfi'* contract in Islamic fiqh and the DSN-MUI Fatwa. The determination of the *ujrah* is based on the estimated value of the collateral, not the type of collateral (Bag or Warehouse), nor does the amount of the loan determine it. PT Pegadaian Syariah Banda Aceh determines the *ujrah* for storing bags and warehouses based on the value or price of the collateral, then calculates it as a percentage based on the loan class category, namely Gol. A with a percentage value of 0.47% of the estimated collateral, Gol. B with a percentage value of 0.79% of the estimated collateral, Gol. C with a percentage value of 0.79% of the estimated collateral, and Gol. D with a percentage value of 0.69% of the estimated collateral.

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<sup>43</sup>DSN-MUI Fatwa Number 26/DSN-MUI/III/2002 on *Rahn* Gold.

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