

GOLD LOANS AT ISLAMIC BANK AMANAH SYARIAH BASED ON THE PERSPECTIVE OF ISLAMIC ECONOMIC LAW

Yana Ilham Sari

Universitas Islam Negeri Ar-Raniry Banda Aceh
Email: yana.ilham@ar-raniry.ac.id

Mahdalena Nasrun

Universitas Islam Negeri Ar-Raniry Banda Aceh
Email: mahdalena.nasrun@ar-raniry.ac.id

Abstract

Institutions engaged in capital have their own system or method of channeling capital, such as the Amanah Syariah UPK which is an institution that manages activities to overcome and assist in the economic field, carried out independently in developing community welfare. Capital provided in the form of loans or debts with the object being gold. The focus of the problem in this study is how the consideration of UPK Amanah Syariah provides loans in the form of gold, how is the mechanism of gold loan practices at UPK Amanah Syariah Samatiga District, West Aceh Regency? and how the Islamic economic review of the management of profit sharing in gold loan practices at UPK Amanah Syariah. This research is a field research by conducting interviews and documentation, while the data analysis method is descriptive qualitative. This study concludes that first, the consideration of providing loans in the form of gold is based on the results of deliberations of several parties which resulted in a convention from conventional UPK to UPK Amanah Syariah to avoid usury. Second, the service set is 10% per year, lower than the previous 18%. The practice carried out at the time of *ijab qabul* uses a *murabahah* contract. Lending and returning according to the gold in the contract, or it can also be in the form of money worth the gold loaned.

Keywords: Islamic Bank, Gold Loan, Islamic Law, Indonesia

Abstrak

Lembaga yang bergerak dibidang permodalan memiliki sistem atau cara tersendiri dalam menyalurkan permodalan, seperti UPK Syariah Amanah yang merupakan lembaga yang mengelola kegiatan mengatasi dan membantu dalam bidang ekonomi yang dilakukan secara swadaya dalam mengembangkan kesejahteraan masyarakat. Modal yang diberikan dalam bentuk pinjaman atau hutang dengan objek berupa emas. Fokus masalah dalam penelitian ini adalah bagaimana pertimbangan UPK Amanah Syariah memberikan pinjaman dalam bentuk emas, bagaimana mekanisme praktik pinjaman emas di UPK Amanah Syariah Kecamatan Samatiga Kabupaten Aceh Barat dan bagaimana tinjauan ekonomi Islam terhadap pengelolaan bagi hasil pada praktik pinjaman emas di UPK Amanah Syariah. Penelitian ini merupakan penelitian lapangan (field research) dengan melakukan wawancara dan dokumentasi, sedangkan metode analisis datanya adalah deskriptif kualitatif. Penelitian ini menyimpulkan bahwa pertama, pertimbangan pemberian pinjaman dalam bentuk emas didasarkan pada hasil musyawarah beberapa pihak yang menghasilkan sebuah konvensi dari UPK konvensional ke UPK Amanah Syariah untuk menghindari riba. Kedua, jasa yang ditetapkan sebesar 10% per tahun, lebih rendah dari sebelumnya yang sebesar 18%. Praktik yang dilakukan pada saat ijab qabul menggunakan akad murabahah. Meminjamkan dan mengembalikan sesuai dengan emas yang ada dalam akad, atau bisa juga berupa uang senilai emas yang dipinjamkan.

Kata Kunci: Bank Syariah, Pinjaman Emas, Hukum Islam, Indonesia

INTRODUCTION

In the teachings of Islamic law, it has outlined a solution to all life problems. The field of sharia law also regulates in various laws, including the law of muamalah. To meet sudden needs, Islam with its muamalah law allows debt or borrowing with the consequence of being obliged to return what has been owed. In connection with debts and credits carried out by all circles of society, and in empowering the community, the Government issued a regulation included in Presidential Regulation No. 15 of 2010 concerning the acceleration of poverty reduction, namely by forming a

National Team for the acceleration of poverty reduction by establishing PNPM Mandiri Rural as one of its programmes, namely borrowing PNPM Mandiri Rural. The legal basis for the implementation of PNPM Mandiri refers to the constitutional foundation of the 1945 Constitution and its amendments, the foundation of Pancasila, and the prevailing laws and regulations, as well as the specific foundation for the implementation of PNPM Mandiri.

Thus, in the economic conditions of the community, government institutions are formed that can increase income and reduce the burden of household expenses, especially the poor, one of which is the Activity Management Unit (UPK). UPK is a legacy institution of the National Community Empowerment Programme (PNPM), a programme that was initiated during the SBY administration from 2009-2014. However, after PNPM ended, the management of the UPK was under the sub-district which consisted of the Inter-Village Cooperation Agency (BKAD). The existence of the UPK is an alternative to the life of the community where the UPK is located, in this way the UPK is able to accommodate the economic interests of the community. The role of the UPK is to provide guidance and funding based on sharia principles. This role emphasises the importance of sharia principles in the economic life of the community.

In the practice carried out by UPK Amanah Syariah Samatiga Subdistrict, the UPK provides gold to be loaned to the community with the provision of additional agreed payments, then the community who lends the gold will return the loan in instalments in the form of money as the time has been determined. With the loan from the UPK, the activities of providing capital to open, develop and improve businesses with the hope that the poor can take advantage of these loans so that the poor can increase their income. And in the practice of gold loans made by UPK Amanah Syariah, member groups or communities who borrow loans are charged a loan service fee every month from the loans made. The loan service fee is set at 10% for a period of one year. So it is clear that the determination of the loan service fee at the beginning is part of the addition.

Thus, this study becomes more in-depth on the management of gold loans at UPK; what are the considerations of UPK Amanah Syariah in providing loans to the community in the form of gold? how is the mechanism of gold loan practices at UPK Amanah Syariah Samatiga District, West Aceh Regency? and what is the perspective of Islamic Law on

the practice of gold loans at UPK in Samatiga District, West Aceh Regency to support this study, field research was conducted (Field Research) This method is used to obtain primary data by direct research into the field to investigate and find out a fact about the mechanism of gold loan practices according to Islamic Law.

RESEARCH METHOD

The research method used by the author is a qualitative research method, namely the descriptive analysis method, which is a method that aims to make a systematic description in terms of facts, characteristics and relationships between the phenomena studied using analytical data, pictures or images.¹ As well as utilising existing theories as supporting material and producing a theory in this study the author investigates the client who proposed financial support to the cooperative of UPK Amanah Syariah. The data sources obtained to examine the object of study are primary and secondary data sources.

RESULTS AND DISCUSION

Understanding and Legal Basis of Qardh

Qardh or debts in a general sense are similar to buying and selling, because qardh is a form of ownership of assets in exchange for assets. Qardh is also a type of salaf (greeting). Several scholars, as quoted by Wahbah Zuhaili, said that qardh (debts) is buying and selling itself. It's just that Imam Al-Qarafi mentioned three differences between qardh and buying and selling, related to Sharia rules, namely as follows:

- a) The rule of usury applies, if the qardh is in property or goods which are included in the ribawiyah group, such as makilat (items that are measured) and mauzunat (items that are weighed) according to Hanafiyah and authentic qaul from Hanabilah, currency (nuqud) or staple food according to Malikiyah, and currency (nuqud) food according to Shafi'iyah. Berlaku kaidah *muzabanah*, yaitu jual beli barang yang jelas dengan barang yang tidak jelas dari jenisnya,

¹ Muhammad Siddiq Armia, *Penentuan Metode Pendekatan Penelitian Hukum* (Banda Aceh: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022), <https://repository.ar-raniry.ac.id/id/eprint/22862/>.

apabila *qardh* (utang-piutang) itu di dalam *mal ghair mitsli*, seperti binatang.

- b) The rule of selling goods that are not in someone's hands applies if the *qardh* (debts) are in the Mitsli mall.²

Qardh in linguistic terms comes from the word: *qaradha* whose synonym: *qatha'a* means cutting. It is interpreted this way because the person who gives the debt deducts part of his assets to give to the person who receives it (*muqtaridh*). *Qardh* means loans or debts. Etymologically, *qardh* means cutting. It is called this because the money taken by the person who lends it cuts off part of his assets. *Al-Qardh* is a loan given to *muqtarib* who need funds and/or money.³

Sayid Sabiq provides the following definition of *qardh*.

الْقَرْضُ هُوَ الْمَالُ الَّذِي يُعْطِيهِ الْمُقْرِضُ لِلْمُقْتَرِضِ لِيَرُدَّ مِثْلَهُ إِلَيْهِ عِنْدَ قُدْرَتِهِ عَلَيْهِ

“*Al-qardh* is property given by the debtor (*muqridh*) to the debt recipient (*muqtaridh*) to then be returned to him (*muqridh*) as he received it, when he is able to pay it.”⁴

According to the fatwa, *al-qardh* is a loan agreement to a customer with the condition that the customer is obliged to return the funds lent to LKS at a time agreed between the customer and LKS. A *qardh* agreement is a loan agreement. In a *qardh* agreement, the lender provides a loan to another party with the condition that the loan recipient will repay the loan within a predetermined time period and in the same amount as when the loan was given.⁵

From the definition above, it can be seen that *al-qardh* is a contract between two parties, where the first party gives money or goods to the second party for use with the condition that the money or goods must be returned exactly as they received from the first party. Apart from that, it can be understood that *al-qardh* can also be understood as a contract or transaction between two parties. So in this case *qardh* is defined as the act

² Wahbah Zuhaili, *Al-Fiqh Al-Islamy wa Adillatuh*, p. 720.

³ Zainuddin Ali, *Hukum Gadai Syariah*, (Jakarta: Sinar Grafika, 2008), p. 4.

⁴ Sayid Sabiq, *Fiqh As-Sunnah*, Juz 3, cet III, (Beirut: Dar Al-Fikr, 1981), p. 182.

⁵ Sutan Remi Sjahdeini, *Perbankan Islam dan Kedudukannya dalam Tata Hukum Perbankan Indonesia*, (Jakarta: Pustaka Umum Grafiti, 2007), p. 75.

of giving something to another party which must later be returned, not the thing (mal/treasure) that was given.⁶

In the sense of the term, qardh is defined by Hanafiah as property given to another person from mal mitsli to then be paid or returned. Or in other words, qardh is a special agreement to hand over property (mal mitsli) to another person to be returned exactly as received.

Dasar Hukum Qardh

Basically, giving a debt is an act of benevolence, because basically it is to provide help to fellow humans. Giving loans is an act of worship that brings you closer to Allah SWT, because it contains compassion for people, makes things easier and relieves their sorrows.⁷

1) Allah SWT Says in Quran chapter Al-Baqarah verse 245

مَنْ ذَا الَّذِي يُقْرِضُ اللَّهَ قَرْضًا حَسَنًا فَيُضْعِفُهُ لَهُ أَمْعَافًا كَثِيرًا وَاللَّهُ يَقْبِضُ وَيَبْضُطُ وَإِلَيْهِ تُرْجَعُونَ ﴿٢٤٥﴾

“Whoever wants to give a loan to Allah SWT, a good loan (spend his wealth in the way of Allah), then Allah SWT will multiply his payment many times over.” (QS. Al-Baqarah: 245)⁸

In the verse above, Allah SWT emphasizes that the person who gives the 'al-qardh' loan is actually giving a loan to Allah SWT, meaning that in order to spend wealth in the way of Allah, humans are also called upon to lend to others in social life. The sentence qardhan hasanan in the verse above means a good loan, namely donations in the way of Allah SWT. Another meaning is providing support to the family and also prayer beads and taqdis (washing).⁹

There is only one thing that is emphasized in providing loans here, namely good loans in the sense of clean intentions, a sincere heart and halal reliability. So lending to Allah SWT is Allah comparing someone's gift sincerely for the benefit of his servant as a loan to Allah SWT, so that there is a guarantee from Him that the loan will one day be returned.

⁶ Ahmad Wardi Muslich, *Fikih Muamalat*, (Jakarta: Amzah, 2012), p. 274.

⁷ Sulaiman Al-Faifi, *Ringkasan Fikih Islam*, (Solo: Aqwam, 2010), p. 797.

⁸ QS. Al-Baqarah (2): 245.

⁹ Ibnu Katsir, *Tafsir Ibnu Katsir*, Jilid 1 (Jakarta: Pustaka Imam Asy-Syafi'i, 2006), p. 498.

Furthermore, because Allah is the one who borrows, he will promise that Allah SWT will multiply the loan payments to him in this world and in the afterlife, with many multiples, like a seed that grows seven grains and in each grain a hundred seeds, even more than that.¹⁰

2) Dalil Sunnah

Hadith narrated by Ibn Mas'ud. He said that the Prophet SAW said:

عَنْ ابْنِ مَسْعُودٍ أَنَّ النَّبِيَّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ قَالَ : مَا مِنْ مُسْلِمٍ يُقْرِضُ مُسْلِمًا قَرْضًا مَرَّتَيْنِ إِلَّا كَانَ كَصَدَقَتِهَا مَرَّةً

From Ibn Mas'ud, the Prophet PBUH said: It is not true that a Muslim gives a loan to another Muslim twice, but the loan is like charity once." (HR. Ibnu Majah)¹¹

The hadith above explains that it is recommended for Muslims to help their brothers by providing loans, and the loans given are counted as alms. So providing a loan is a good act, it helps provide a way out for a Muslim who is experiencing hardship and also fulfills his needs. out for a Muslim who is experiencing hardship and also fulfills his needs. Hadith narrated by Anas bin Malik. He said, the Prophet SAW said:

عَنْ أَنَسِ بْنِ مَالِكٍ قَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ, رَأَيْتُ لَيْلَةَ أُسْرِي بِي عَلَى بَابِ الْجَنَّةِ مَكْتُوبًا الصَّدَقَةُ بِعَشْرِ أَمْثَالِهَا وَالْقَرْضُ بِثَمَانِيَةِ عَشْرٍ فَقُلْتُ يَا جِبْرِيْلُ مَا بَالُ الْقَرْضِ أَفْضَلُ مِنَ الصَّدَقَةِ قَالَ لِأَنَّ السَّائِلَ يَسْأَلُ وَعِنْدَهُ وَالْمُسْتَقْرِضُ لَا يَسْتَقْرِضُ إِلَّا مِنْ حَاجَةٍ

From Anas bin Malik, the Messenger of Allah said, "When the night of Isra' Mi'raj, I saw on the door of heaven it was written, alms were multiplied ten times, and qardh (loans) were multiplied eighteen times, I asked Jibril, 'O Jibril, why is qardh more The main thing about alms?' Jibril answered, 'because (in alms) the beggar asks while he has, while the person who borrows does not borrow unless there is a need.'" (HR Ibnu Majah dan Baihaqi).

¹⁰ M. Quraish Shihab, *Tafsir al-Mishbah: Pesan, Kesan dan Keserasian Al-Quran Vol. 1*, (Jakarta: Lentera Hati, 2003), p. 529.

¹¹ Abu Abdullah Muhammad Bin Yazidul Qazuyani, dan Majah Ismu Abi Yazid, *Sunan Ibnu Majah, Tahkik: Sunan Ibnu Majah, Juz 7* (Beirut: Jamiah Islamiah), p 378.

3) Ijma

Muslims have agreed that qardh is permissible. This Ulama agreement is based on human nature which cannot live without the help and assistance of its brothers. No one person represents all the items needed. Therefore, qardh has become a part of life in this world, Islam is a religion that really pays attention to all the needs of its people.¹² From the explanation of the hadith above, we can conclude that qardh is sunnah (recommended) for people who lend and permissible for people who borrow. Hadist riwayat Abu Hurairah ra. Ia mengatakan bahwa Nabi saw bersabda,

From Abu Hurairah, Rasulullah SAW said: "Whoever relieves a Muslim of one hardship among the many worldly hardships, Allah SWT will surely relieve him of one hardship among the many hardships on the Day of Judgment. Whoever makes it easy for someone who is experiencing difficulties, Allah SWT will certainly make it easy for him in this world and in the hereafter. Allah SWT always helps His servants as long as the servant always helps his brother.¹³

The hadith above explains that a Muslim should try to help other Muslims, helping with knowledge, wealth, guidance, advice, good advice, energy and so on. A Muslim should try to eliminate the difficulties and suffering of other Muslims sincerely, then Allah SWT will give him the best reward, namely being released from the heaviest and greatest difficulties, namely difficulties on the Day of Judgment. Therefore, a Muslim should not get bored of helping fellow Muslims. However, the Hanabilah Ulama are of the opinion that almsgiving is more important than qardh, and there is no sin for someone who is asked for a loan and then does not lend it.¹⁴

Pillar and Conditions of Qardh

In implementing qardh or debts, there are pillars and conditions that must be fulfilled. In linguistic terms, rukun is the word mufrod from the

¹² Muhammad Syafi'i Antonia, *Bank Syariah: Dari Teori dan Praktik*, (Jakarta: Gema Insani Press, 2001), p. 132-133.

¹³ Sulaiman Bin Asy'ast Bin Syidad Bin A'mru, *Sunan Abu Daud*, (Jamiah Islami), Sunan Abi Dawud (13/289, no. 4925).

¹⁴ Wahbah az-Zuhaili, *Fikih Islam*, (Jakarta: Gema Insani, 2011), p. 374-375.

plural word "arkana" which means principle or joint or pillar, namely something that determines the validity (if done) and invalid (if abandoned) of a work of worship and that something is included in that work.¹⁵

Hanafiyah stated that ma'qud 'alaih is legally valid in mal mitsli, such as goods that are measured (makilat), goods that are weighed (mauzunat), goods that are counted (ma'dudat). Meanwhile, items that do not exist or are difficult to find equivalents on the market (qimiyat) should not be used as qardh objects, such as animals because it is difficult to return them with the same item.

The linguistic terms of debts are the origin of their meaning: According to the term syara, a promise is something that must exist, and determines whether or not a work (worship) is valid, but that something is not contained in the work. Qardh is considered valid if it is done on goods that are justified by the syara', apart from that qardh is also considered valid after there is an agreement and qabul, such as in buying and selling and giving.¹⁶

There are four conditions for the validity of qardh: first, the qardh contract is carried out with shighat ijab qabul or other forms that can replace it, such as the muathah method (carrying out a contract without ijab and qabul) in the view of jumhur, although according to Syafi'iyah the mu'athah method is not sufficient as in other contracts.

Second, there is the capability to carry out contracts. This means that both the giver and recipient of the loan are mature, sensible, can act as adults, have the will without coercion and are allowed to carry out tabarru' because qardh is a form of tabarru' contract. Therefore, it is not permissible for small children, crazy people, people who are limited in their actions in spending their wealth, or people who are forced to do so. This is because they are not people who are allowed to carry out tabarru' (donation) agreements. A legal act is considered a legal act if it is carried out by a person who according to the law is competent to carry out legal acts.¹⁷

Third, according to Hanafiyah, the property lent must be real property. Meanwhile, in the view of the jumhur ulama, it is permissible to use any property that can be used as a dependent, such as money, grain and qimiy property such as animals, immovable property and others.

¹⁵ M. Abdul Mujid, *Kamus Istilah Fikih*, (Jakarta: PT Pustaka Firdaus, 1995), p. 300.

¹⁶ Rachmat Syafe'I, *Fikih Muamalaah*, (Bandung: Pustaka Setia, 2006), p. 153.

¹⁷ Nasroen Haroen, *Fiqh Muamalah*, (Jakarta: Sisma Digimedia, 2007), p. 106.

Fourth, the size of the property being lent is clear, both in terms of measurements, scales, numbers and length, so that it will be easy to return it later. And from types that have not been mixed with other types, such as wheat mixed with barley because it is difficult to return the replacement.

Regarding the qardh requirements above, it can be understood that there are legal subject requirements in its implementation, namely that the contract may not or cannot be carried out by: crazy people, stupid people, small children because they are not old enough to act, people whose actions are limited in spend their wealth, people who are forced or under duress. These people are people who are not included in the legal requirements for carrying out a tabarru' contract. Therefore, these conditions become a reference to minimize or avoid the occurrence of default by the parties carrying out an agreement, so that the parties can be held accountable for their performance.

The meaning of all this is that al-qardh (lending and borrowing) transactions must be based on the principle of compassion and providing assistance to the borrower. Therefore, if the lender requires that there be additional benefits for him, the contract has gone beyond its basic principles and has not achieved its objectives and is also invalid.

Rights and Obligations in Qardh

The obligation of the person making the debts is to agree to the debts in writing. This agreement is accompanied by a receipt or receipt stating the amount of the debt, the date the debt was incurred, and the date of return. Another obligation of the person in debt is to present witnesses. The witnesses should consist of 2 men. If there are not 2 men, then one man and 2 women are allowed. This provision is contained in Surah al-Baqarah verse 282:

“O you who believe! If you owe debts for a specified time, you should write them down. And let a writer among you write it correctly. Let the writer not refuse to write it as Allah has taught him, so let him write it. And let the person who owes it dictate, and let him fear Allah, his Lord, and let him not deduct anything from it. If the debtor is someone who lacks intelligence or is weak (in his condition), or is unable to dictate it himself, then let his guardian dictate it correctly. And testify with two male witnesses among you. If there are not two male (witnesses), then you can have a man and

two women among the people you prefer rather than the (existing) witnesses, so that if one forgets, the other man reminds him. And don't let the witnesses refuse when called. And don't get bored of writing it down, for the deadline, whether (the debt) is small or large. That is more just in the sight of Allah, more able to strengthen the testimony, and closer to you without doubt, unless it is a cash trade that you carry out between yourselves. So there is no sin among you if you do not write it down. And take witnesses when you buy and sell, and don't make things difficult for the writer and the witnesses. If you do that, then it is indeed an act of wickedness on your part. And fear Allah, Allah teaches you, and Allah knows all things." (Al-Baqarah: 282).¹⁸

The muqridh's right is to receive commensurate compensation for the goods or money lent by the muqtaridh. Meanwhile, the obligations for the muqridh in the loan agreement are as follows:

- a. Muqridh cannot ask for back what he has lent before the specified time limit has passed.
- b. If the time period is not specified in the agreement, the judge has the power to give concessions to the muqtaridh to pay off his debts.
- c. If it is agreed in the agreement that the muqtaridh will return the money according to the agreement, then the judge can determine the time when the muqtaridh is obliged to pay off his debts.¹⁹

According to Article 1745 of the Civil Code, it is stated that if the loan item is destroyed due to an unintentional event, while the borrower can avoid this by using his own item or if the borrower does not care about the loan item when the incident in question occurs, while he saves his own item, then The borrower must be responsible for the destruction of the item.²⁰

¹⁸ QS. Al-Baqarah (2): 282

¹⁹ Evi Ariyani, *Hukum Perjanjian*, (Yogyakarta: Ombak, 2013) p. 58.

²⁰ R. Subekti, R. Tjitrosudibio, *Kitab Undang-Undang Hukum Perdata*, (Jakarta: Pradnya Paramita), p. 449.

UPK Amanah Syariah Considerations for Providing Loans in the Form of Gold

When UPK still carried out its performance in conventional form, the types of loans offered to customers were still in the form of money. With additional annual loan services of 18%. However, as time went by, the UPK management began to think about additional loans in the form of usury. After coordinating with others at UPK in 2015, at that time there were 8 workers at UPK. They want to change the existing loan system at UPK to sharia. Note that if it is not approved by the sub-district authorities, they as workers will choose to resign from their jobs as UPK Samatiga administrators.

However, the intention of the UPK management to change the UPK work system from conventional to Sharia form was welcomed by the Head of the Samatiga Subdistrict, namely Muhammad Amin, SE. At that time, a meeting or deliberation was immediately held in Blang Bale village, which is also where the UPK office is located. in 2015. The meeting was attended by the Samatiga District Muspika, Ulama and Samatiga District community leaders. From the results of this meeting, an agreement was formed that since 2016 the UPK has changed its work system from conventional at conventions to UPK Amanah Syariah. And now UPK Amanah Syariah has become a legal entity and is registered with the Ministry of Law and Human Rights.²¹

With Attachment to the Decree of the Minister of Law and Human Rights of the Republic of Indonesia Number AHU-0075018.AH.01.07. 2016 concerning Ratification of the Establishment of the Legal Entity Association of Sharia Amanah Activity Management Units. Domiciled in West Aceh Regency, according to a copy of Deed Number 317 dated September 22 2016 made by Notary Rahmat Jhowanda, SH., M.KN who is domiciled in West Aceh Regency.²²

UPK Amanah Syariah is based on the PNPM program which is implemented to empower the community. So when the cash in the UPK increases and the UPK is much more developed, the funds are continued, not only for empowerment, but also for strengthening the capacity of the UPK itself because the nature of UPK Amanah Syariah is that it is a sub-

²¹ Interview with Salman Al-ayyubi (Head of UPK Amanah Syariah) Samatiga District, West Aceh Regency, on Friday, 04 October 2019.

²² Document from UPK Amanah Syariah Samatiga District, West Aceh Regency.

district-owned business entity. Therefore, since 2016 UPK Amanah Syariah has provided loans in the form of gold with an additional loan service of 10%. Providing loans in the form of gold is carried out because the work system at UPK has changed to sharia, and to avoid the element of usury, the UPK uses a murabahah contract when carrying out *ijab qabul* with customers.

Gold Lending Practices at UPK Amanah Syariah, Samatiga District, West Aceh Regency

In 2016-2018 gold loans were only given to borrower groups who had productive businesses. However, since entering 2019, loans may also be given to consumers provided that the verification team goes to the field to see whether it is appropriate to be given a loan and determine their ability to return the loan to UPK Amanah Syariah.²³

When applying for a loan, it can be done by groups and individuals. However, the proposal verification process is still carried out first by the verification team from UPK Amanah Syariah. For customers who lend in group form, the application limit for each group has a minimum of 5 members and a maximum limit of 20 members, provided that they must have a certain business. For borrowers who are not a group (individual), the record must also be that they have a productive business. And consumer borrowing is also permitted, but it must be in the form of a group, then the verification team will first look at who is lending and what their ability is to repay or return the loan.

The amount of loan application funds submitted by the debtor depends on the wishes of the lending customer which is then included in the loan application proposal. However, it still goes through a field verification process in order to clarify the loan funds or business proposed by the borrower in the proposal. The verification team clarifies the feasibility of the business with the loan amount. Analyze the amount of income, especially the ability to repay the loan monthly. From the results of the field verification, it was decided through a funding meeting with the UPK management. The period for field verification, funding meetings and

²³ Interview with Muliadi (Loan Restructuring Team Member) at UPK Amanah Syariah Samatiga District, West Aceh Regency in 2019.

disbursement is usually 7-10 days.²⁴ When a customer borrows gold, the UPK first explains the price difference when the gold will be resold, because when the UPK gives gold at a certain price, then when the gold is resold by the customer there will be a price cut, so the UPK explains regarding the risks of the gold loan. So if the customer agrees, an agreement is formed.

The loan repayment is made directly by the customer to UPK Amanah Syariah according to the schedule and number of installments that have been determined or agreed, namely when the funds are sought at the beginning of the loan and adjusted to the date of the funds search, if the funds are disbursed on the first date then the loan repayment installment is also the maximum date One, loan repayment installments are made every month, namely the principal plus loan services, and the maximum loan repayment period is 12 months.

All loans must be repaid accompanied by loan services; the amount of the loan charged to customers is 10% per year. The determination of loan services at the time of debt repayment is determined jointly by the UPK management, village representatives, supervisors and also the community. In this case, the community is a group of customers who lend funds or are beneficiaries. So the determination of additional loan services is not decided directly by the UPK but rather on the basis of mutual agreement, the realization of a collective agreement from the group of borrowers so that loan services do not burden either party and achieve mutual benefit. If during the repayment or repayment period the loan is not paid after the maturity date or there are arrears, then there are several stages carried out by UPK Amanah Syariah, namely:

- a. In the first stage, UPK Amanah Syariah will visit customers who are in arrears in loan repayment.
- b. The second stage, followed up with a letter.
- c. The third stage, if after that the payment is not made within 3 days then a meeting will be held with the group, if it is an entrepreneurial group then a meeting will be held with the person in charge of the business, in that meeting there will be a discussion regarding what obstacles have been faced resulting in arrears in repayment, this is done for the purpose from UPK is empowerment. Therefore, in the

²⁴ Interview with Salman Al-ayyubi (Head of UPK Amanah Syariah) Samatiga District, West Aceh Regency, on Friday, 04 October 2019.

repayment system at UPK Amanah Syariah, if there is arrears, fines are not applied because there is an element of mutual help.

- d. The fourth stage, if a meeting has been held and a deliberation has been formed, then the obstacles to the problem are known, a solution will be sought together. However, if arrears occur that are not caused by disaster or things that cannot be avoided, then action will be taken.
- e. The first action will be called for and a meeting with the borrower's heirs, then if it is not completed it will continue with a meeting with Tuha Peut Gampong or the parties who signed the loan proposal such as the chief and heirs because the main settlement is based on deliberation.
- f. If it is not resolved with the Gampong, it will be forwarded to the district, and so on if it is not resolved then it will be followed up with legal action.²⁵

At the end of each year at UPK Amanah Syariah there is a surplus or profit in gold lending which is the result of loan services or additional principal installments for loan repayment which have been determined jointly. The management of loan service proceeds at UPK Amanah Syariah Samatiga District follows government regulations, namely: (a) 50% of the proceeds from loan services are used for capital, and (b) 30% is used for institutional or operational purposes.

Islamic Law Perspective on the Mechanism of Gold Loan Practices at UPK Amanah Syariah, Samatiga District, West Aceh Regency

Debts and receivables in Islam are called al-Qardh, a debt transaction is said to be valid if the pillars and conditions of the debts (qardh) have been fulfilled. The implementation of debts and receivables at UPK Amanah Syariah Samatiga District occurs between a group of borrowers or beneficiaries who act as borrowers (muqtaridh) and the UPK (Activity Management Unit) acts as (muqridh). Debts and receivables transactions at UPK Amanah Syariah Samatiga District, if the borrower is unable to pay when due then a double fine will not apply.

²⁵ Interview with Salman Al-ayyubi (Head of UPK Amanah Syariah) Samatiga District, West Aceh Regency, on Friday, 04 October 2019.

The concept of Islamic law and the management system in business that is applied today is carried out fairly, honestly, transparently, systematically, and does not conflict with the Al-Quran and Al-Hadith. Sharia-based businesses provide interest-free services to their borrowers and the interest system is prohibited in all transactions, because Islam prohibits Muslims from collecting or paying interest. This prohibition is what differentiates sharia business systems from conventional business systems. However, certain clerics allow loans to be charged for loan procurement services. Service fees are not profits, but rather actual costs incurred by the lender such as building rent, employee salaries and office equipment. Carrying out cooperation by mutual agreement, voluntarily, fairly and for the benefit of society and not harming both parties is legal. As is known, obtaining wealth by harming other people is not legal, and all ways that provide mutual benefits between individuals or groups in a consensual manner, fairly and based on agreement between both parties and are for the benefit of society are valid.

Based on the explanation above, UPK Amanah Syariah can be said to be in the process of adapting to Islamic law, because in its implementation, UPK Amanah Syariah and the group of customers who lend have collaborated between the two parties where the first party as the capital provider provides funds to be lent and the second party as The borrower carries out business development from the loaned capital. And in the lending process, the UPK Amanah Syariah and the customer first make an agreement, and when handing over the loan, the UPK Amanah Syariah carries out a *ijab qabul* using a *murabahah* contract to avoid the practice of usury. And the return corresponds to the gold lent.

CONCLUSION

The consideration for UPK providing loans in the form of gold is based on the results of deliberations between several parties in Samatiga District and the change from conventional UPK in 2009 to Sharia UPK since 2016, agreement on additional loan services from 18% to 10% per year to avoid usury and in addition to Empowerment is also to strengthen the capacity of UPK because UPK is a business entity owned by the sub-district. The determination of loan service results applied by UPK Amanah Syariah uses a one-year surplus or profit in gold lending which is the result of loan

services or additional principal installments for loan repayment which have been jointly determined at 10%, lower than the previous 18%. Review of Islamic law regarding the mechanism of gold lending practices in the process of adapting to Islamic law, between UPK Amanah Syariah and the group of customers who lend have collaborated between the two parties and in the lending process, between UPK Amanah Syariah and the customer first make an agreement, and when handing over the loan, the UPK Amanah Syariah carries out an *ijab qabul* using a *Murabahah* contract to avoid the practice of usury. Borrowing and returning gold is in accordance with the contract, or it can also be in the form of money equal to the gold lent and in additional *qardh* the loan is not permitted, there are no fines for customers who are late in depositing the loan and the proceeds of the loan service are also given to social causes.

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