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Breach of Contract in Gold Pawn Agreement Based on Rahn Contract: Legal and Sharia Analysis at Pegadaian Syariah Setia Budi Medan

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ABSTRAK

Penelitian ini membahas tentang aspek hukum wanprestasi dalam akad gadai emas (rahn) di Pegadaian Syariah Cabang Setia Budi Medan. Rahn merupakan akad gadai yang dibuat berdasarkan prinsip syariah, dimana nasabah menyerahkan barang, seperti emas batangan atau perhiasan, sebagai jaminan utang. Dalam praktiknya sering terjadi wanprestasi, yaitu ketidakmampuan atau kelalaian nasabah dalam memenuhi kewajiban, seperti keterlambatan atau tidak membayar pinjaman. Akad rahn emas ini diatur dalam Kompilasi Hukum Ekonomi Syariah dan Fatwa DSN-MUI No: 25/DSN-MUI/III/2002 dan No: 26/DSN-MUI/III/2002. Penelitian ini menggunakan metode yuridis normatif-empiris dengan teknik wawancara lapangan. Hasil penelitian menunjukkan bahwa nasabah dikenakan biaya pemeliharaan setiap 10 hari. Apabila terjadi wanprestasi, pihak pegadaian memberikan perpanjangan waktu dan surat peringatan. Apabila kewajiban tetap tidak dipenuhi, maka agunan akan dilelang sesuai prinsip syariah. Penyelesaian wanprestasi dilakukan melalui prosedur yang berlaku dengan mengutamakan musyawarah dan mufakat, mencerminkan asas keadilan dan kemaslahatan dalam hukum ekonomi Islam, serta mengutamakan hak dan kewajiban para pihak.

ABSTRACT

This study discusses the legal aspects of default in gold pawn agreements (rahn) at Pegadaian Syariah, Setia Budi Branch, Medan. Rahn is a pawn agreement made based on sharia principles, where customers hand over goods, such as gold bars or jewelry, as collateral for debt. In practice, default often occurs, namely the inability or negligence of customers to fulfill obligations, such as delays or failure to pay loans. This gold rahn agreement is regulated in the Compilation of Sharia Economic Law and DSN-MUI Fatwa No: 25 / DSN-MUI / III / 2002 and No: 26 / DSN-MUI / III / 2002. This study uses a normative-empirical juridical method with field interview techniques. The results of the study show that customers are charged a maintenance fee every 10 days. If there is a default, the pawnshop provides an extension of time and a warning letter. If the obligation is still not fulfilled, the collateral will be auctioned according to sharia principles. Settlement of default is carried out through applicable procedures by prioritizing deliberation and negotiation, reflecting the principles of justice and welfare in Islamic economic law, and protecting the rights and obligations of both parties.

***Keywords**: Agreement, Gold Pawn, Rahn, Contract,* DOI : https://doi.org/10.37817/ikraith-humaniora.v10i P-ISSN :2597-5064 E-ISSN :2654-8062

Introduction

Humans cannot be separated from relationships with other humans to be able to fulfill their life needes. The relationship will go well if there is a harmony of will between the related parties. To achieve harmony of will in the relationship, an event occurs where someone promises to another person to do something. This can be the freedom to do something, to demand something, to not do something and can mean the obligation to give up something, to do something, or to not do something. This means that the parties make an agreement.

An agreement is an event in which one person promises to another person or to each other to do something, this is as regulated in Article 1313 of the Civil Code which states that an agreement is a situation in which one or more parties bind another, and an agreement is made by two parties who need each other and agree to carry out the obligations of the other party. Agreements made between the two parties have many types, one of which is a pawn agreement. Provisions regarding pawns are regulated in the Civil Code Book II Chapter XX, Articles 1150-1161. In practice, pawns are divided into two types, namely conventional pawns and sharia pawns (rahn). Conventional pawns are pawn practices that are commonly carried out by the community . Before submitting a conventional pawn, the collateral will be appraised first before the loan is approved. In the Financial Services Authority Regulation Number 31 / Pojk.05 / 2016 Concerning Pawn Business Article 1 paragraph 1, Pawn Business is all businesses related to providing loans with collateral in the form of movable goods, deposit services, appraisal services, and / or other services, including those organized based on sharia principles. While sharia pawns are a pawn system that is in accordance with Islamic law. Sharia pawnshops are pawnshops that run a pawn system in accordance with Islamic law .

Sharia pawnshops are one of the pillars supporting the sharia economy. In the circular letter of the financial services authority number 53 / seojk.05 / 2017 concerning the implementation of pawnshop business companies that carry out business activities based on sharia principles, one of the sharia pawnshop business activities is the distribution of loan money with collateral based on pawn law.

In muamalah, Islam also recognizes pawn activities or what is called rahn. Where the rahn agreement is an agreement on a debt between rahin (pawner/borrower) and murtahin (pawnee/lender) who pawn their goods as collateral for their debt. Rahn/pawn is regulated in the Compilation of Sharia Economic Law (KHES) Article 20 paragraph 14 and also CHAPTER XIV (14) on Rahn Articles 373 to 408, Fatwa of the National Sharia Council number: 25/DSN-MUI/III/2002 dated June 26, 2002 on rahn, and fatwa number: 26/DSN-MUI/III/2002 on gold rahn .

From the sharia basis, the operational mechanism of Sharia Pawnshops can be described by the rahn contract method as follows: through the rahn contract, the customer brings the rahn requirements, fills out the available form and submits the goods to be used as collateral, then the appraiser estimates the collateral, then the customer submits the loan amount and after both parties agree, they must sign a rahn proof letter which contains the rahn contract or agreement and then Pegadaian provides the loan and the customer must pay it off within a certain period of time with additional maintenance costs . The activities carried out in the Islamic pawnshop are certainly based on an

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agreement on an agreement that has been mutually agreed upon . If one party violates the agreement, it can be said to be an act of default. Default is a condition that due to negligence or error, the debtor cannot fulfill the performance as determined in the agreement such as late payment or inability to pay off the loan . This default also occurs at Pegadaian Syariah in the loan agreement between the customer and the pawnshop on the sharia pawn product (gold rahn). Default occurs because the customer is unable to pay off the loan that has been given by the pawnshop . The contract states that the customer must pay the obligation in the form of loan repayment and ujrah/wages/maintenance costs for goods and the amount of the costs has been determined in advance according to the type of goods . If the customer is unable to pay off the loan, the customer is considered to have committed a default. In borrowing using gold collateral at the Pegadaian Syariah Setia Budi Medan branch, there is a problematic loan made by the customer. This occurs because the customer is in default on the agreed aqad/agreement. The loan borrowed by the customer to the pawnshop is 10 million rupiah with 23 carat gold jewelry as collateral, and a maintenance fee of Rp. 80,000 with a term of 4 months/120 days. The default that is done is in the form of late repayment of loans that have been borrowed from the pawnshop and not paying off the loan at all until it is due. To overcome this, the pawnshop implements several policies for customers who default on the agreed agreement, namely by giving warnings to customers up to three times or reprimands, one or two warnings are given but do not pay it off, then the pawnshop gives a third warning, and it turns out that after the last warning was issued but the customer was still unable to pay or pay it off, then the pawnshop will auction the collateral in the form of gold, and the results of the auction if it exceeds the customer's loan, then the pawnshop will give the rest to the customer, if it is less then the customer must add it, and the results of the auction are the same as the loan, then the customer does not need to add any more costs, and the agreement between the customer and the pawnshop has been completed.

Therefore, this research is urgent to be studied because it causes the consequences that occur. The existence of an agreement made binds the parties concerned to fulfill each other's obligations that have been agreed upon . Because one of the parties, namely the customer, is unable to fulfill his/her performance in paying the loan, resulting in default, the lender has the right to auction the collateral that has been pawned by the customer after a warning . Therefore, it is necessary to study how the implementation of the gold pawn agreement occurs until the resolution of the problem at the pawnshop . This needs to be studied at least for the following reasons: First, it causes the collateral that is pawned to not be able to become the property again because it has been auctioned; Second, the existence of the agreement causes a bond so that if it is violated it will get sanctions; Third, because the existence of an agreement that has been mutually agreed upon causes a relationship between the creditor and debtor or the lender and the borrower (customer) in resolving the default problem.

The type of research that the author uses in writing this thesis is empirical normative . The type of empirical normative research (applied law research), namely a study that uses a case study of normative-empirical law in the form of legal behavioral products, which examines default in a pawn agreement . The main point of the study is the implementation or implementation until the settlement of default in a gold

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pawn agreement through the rahn contract method in fact at the Islamic pawnshop in order to achieve the predetermined goals. In this study, the author uses two types of data, namely primary data and secondary data . Data collection techniques in this study are library research, namely by conducting research on various reading sources, namely books, literature, and also lecture materials, field research, namely by going to the field, in this case the author directly conducted a study at the Pegadaian Syariah Setia Budi Branch by taking a case related to the title, namely about the legal analysis of default in a gold pawn agreement through the rahn contract method, and interviews, namely a direct conversation with certain objectives using a planned question and answer format . The author will conduct an interview at the Pegadaian Syariah Setia Budi Medan Branch with the director/leader of the pawnshop. Data analysis techniques are the process of collecting data systematically to make it easier for researchers to draw conclusions . Data analysis according is the process of systematically searching for and compiling data obtained from interviews, field notes, and other materials so that they can be easily understood and the findings can be communicated to others (The author analyzed the data using descriptive qualitative data analysis techniques, namely data in the form of words and images obtained from interview transcriptions, field notes, and photographs, which were conducted at the Pegadaian Syariah Setia Budi Medan Branch.

RESULT AND DISCUSSION

Implementation of Gold Pawn Agreement Through the Rahn Contract Method at the Setia Budi Medan Branch of the Islamic Pawnshop

Rahn/pawn is regulated in the Compilation of Sharia Economic Law (KHES) Article 20 paragraph 14 and also CHAPTER XIV (14) concerning Rahn Articles 373 to 408. Based on Article 20 paragraph 14, what is meant by Rahn/pawn is control of another person's property without the intention of owning it . In accordance with the Fatwa of the National Sharia Council (DSN) No. 25/DSNMUI/III/2002 which was issued on March 28, 2002 regarding rahn, rahn is permitted with the following provisions (Fatwa Dewan Syariah Nasional (DSN) No.25/DSN-MUI/III/2002 tentang Rahn) :

a. Murtahin (the recipient of the goods) has the right to hold Marhun (the goods) until all debts of Rahin (the person who delivers the goods) are paid off.
b. Marhun and its benefits remain the property of Rahin. In principle, Marhun may not be used by Murtahin except with the permission of Rahin, without reducing the value of Marhun and its use is merely a replacement for the costs of maintenance and care.
c. Maintenance and storage of Marhun are basically the obligation of Rahin, but can also be done by Murtahin, while the costs and maintenance of storage remain the obligation of Rahin.
d. The amount of maintenance and storage costs of Marhun may not be determined based on the amount of the loan.
e. Sale of Marhun:
   1) When due, Murtahin must warn Rahin to

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immediately pay off his debt.

2) If Rahin still cannot pay off his debt, then Marhun is sold by force/executed through an auction according to sharia.
3) Marhun's sales proceeds are used to pay off debts, unpaid maintenance and storage costs, and sales costs.
4) The excess sales proceeds belong to Rahin and the shortfall becomes Rahin's obligation.

f. If one party does not fulfill its obligations or if a dispute occurs between the two parties, then the settlement is carried out through the Sharia Arbitration Board after no agreement is reached.

National Sharia Council Fatwa Number: 26/DSN-MUI/III/2002, which was issued on March 28, 2002, concerning Gold Rahn, Decides that (Fatwa Dewan Syariah Nasional (DSN) No.26/DSNMUI/III/2002 tentang Rahn Emas) :

a. Gold Rahn is permitted based on the principle of rahn (see DSN Fatwa Number: 25/DSNMUI/III/2002 on Rahn).
b. The cost and storage costs of the goods (Marhun) are borne by the pawnbroker (rahin).
c. The costs as referred to in paragraph 2 are based on the expenses that are actually required.
d. The cost of storing the goods (marhun) is carried out based on the contract.

A gold pawn agreement is an agreement between a creditor (pawnshop) and a debtor (customer), where the debtor submits gold as collateral for a loan . This gold pawn agreement is carried out at the Pegadaian Syariah Setia Budi Medan Branch. In a gold pawn agreement, the debtor gets a loan, while the creditor gets collateral for the gold submitted by the debtor. In a gold pawn agreement, the debtor and creditor enter into an agreement, which is a legal bond that binds both parties .

In practice, at Pegadaian Syariah Setia Budi Medan Branch, gold pawn uses a rahn contract. The rahn contract itself is a pawn agreement made based on sharia law using maintenance costs. When making a pawn/rahn at a sharia pawnshop, of course there are conditions that must be met for the continuation of the rahn agreement, and one of them is the sharia pawnshop, Setia Budi Medan branch, which has conditions for customers. The requirements for rahn at the sharia pawnshop, Setia Budi Medan branch, are :

1. The pawned goods are the personal property of the customer So we assume that the customer who comes with the goods is indeed his own, so there is no need for a gold certificate or any other letter. So the customer brings goods that are his own property, not borrowed, stolen or other people's goods.
2. Have an ID card (Identification Card) The customer brings an ID card to fill out the form.
3. Fill out the Pawnshop Form The customer makes an agreement by filling out the securities form (credit request form) provided

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by the pawnshop. After the pawnshop explains the form, the customer fills out and signs the form as a form of agreement and customer testimony.

The terms and conditions in the SBR (Proof of Rahn Letter) are as follows (Luluk, 2018) :

1. The maximum term of the contract is 120 days of the loan (to be paid off) or extended rahn debt, leaving marhun bih and until the due date.
2. If the transaction for repayment and extension of the contract is carried out by the rahin at the online Pegadaian Syariah branch or unit or a place designated by the murtahin, then the rahin has approved the transaction note (receipt) as an addendum to this rahn proof of agreement.
3. In the event of an extension of the contract until the due date, the auction date and the retention of marhun bih are listed in the transaction note (receipt).
4. Requests for debt postponement can be served before the due date by filling out the form provided. Debt postponement is subject to a fee according to the provisions in force at the murtahin.
5. The Rahn Proof Letter (SBR) and transaction note (receipt) must be kept properly, if lost must be reported to the branch or unit of the Islamic pawnshop issuing the Rahn Proof Letter.
6. Returning marhun bih must submit SBR and show an ID card (KTP/SIM).
7. Rahin must comply with the provisions of the agreement contained in the Rahn Proof Letter and its addendum.

The contents of the power of attorney in the SBR (Proof of Rahn Letter) are as follows: DEBT RECEIVABLE WITH RAHN AGREEMENT (SHARIAH PAWN) We who have signed this Proof of Rahn Letter (SBR), namely MURTAHIN (PT PEGADAIAN (Persero)), referred to as PEGADAIAN) and RAHIN (owner of Marhun or Attorney of the Owner of Marhun referred to as CUSTOMER), agree to make a Rahn Agreement as follows:

1. RAHIN (CUSTOMER) accepts and agrees to the description of Marhun (Collateral), determination of the estimated amount of Marhun (Collateral), Marhun Bih (Loan Money), Mu'nah (Cost) Maintenance rate, Mu'nah (Cost) Contract, Marhun (Collateral) Maintenance Cost in the Auction Process (if any), Auction Process Cost (if any), Auction fee as referred to in the Rahn Proof Letter (SBR) or Transaction Note (Receipt) as valid proof of receipt of Marhun Bih (Loan Money) and Excess Auction Money (if any).
2. The goods submitted as Marhun (Collateral) belong to RAHIN (CUSTOMER) and/or ownership as per Article 1977 of the Civil Code and/or belong to the Authorizer of Marhun (Collateral) who is authorized to RAHIN (CUSTOMER), and guarantees that it does not originate from the proceeds of crime, is not in the object of dispute and/or collateral seizure.
3. RAHIN (CUSTOMER) declares that he has a debt to MURTAHIN (PAYMENT) and is obliged to pay Marhun Bih (Loan Money) and Mu'nah (Maintenance Fee) at the time of

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settlement, or pay installments of Marhun Bih (Loan Money (if any)), Mu'nah (Maintenance Fee) and Mu'nah (Cost) of Contract at the time of extension

4. MURTAHIN (PAYMENT) will provide compensation if the Marhun (Collateral) under the control of MURTAHIN (PAYMENT) is damaged or lost which is not caused by a natural disaster (force majeure) determined by the Government. Compensation is given after being calculated with Marhun Bih (Loan Money) and Mu'nah (Maintenance Fee) according to the provisions. replacement applicable at MURTAHIN (PAYMENT).
5. RAHIN (CUSTOMER) can do Ulang Rahn, Request Additional Marhun Bih (Loan Money) as long as the estimated value still meets the requirements by taking into account the Mu'nah (Cost) of Maintenance and Mu'nah (Cost) of Contract that still have to be paid. If there is a decrease in the estimated value of Marhun (Collateral) at the time of Ulang Rahn, then RAHIN (CUSTOMER) is obliged to pay off or pay in installments (installments) Marhun Bih (Loan Money) or add Marhun (Collateral) to match the new estimate
6. For Marhun (Collateral) that has been paid off and has not been taken by RAHIN (CUSTOMER), starting from the date of payment up to 10 (ten) days, no deposit fee is charged. If more than 10 (ten) days from the date of payment, Marhun (Collateral) is still not taken, then RAHIN (CUSTOMER) agrees to be charged a deposit fee, the amount of the deposit fee is in accordance with the provisions applicable at MURTAHIN (PAYMENT) or as stated in the Transaction Note (Receipt).
7. If until the due date no payment and/or extension of the contract is made, then MURTAHIN (PAYMENT) has the right to sell Marhun (Collateral) through auction.
8. The proceeds from the auction sale of Marhun (Collateral) after deducting Marhun Bih (Loan Money), Mu'nah (Cost) Maintenance, Auction Process Fee (if any), and Auction Fee, is the excess which is the right of RAHIN (CUSTOMER). The period for collecting the excess money is 1 (one) year from the date of notification of the auction results to RAHIN (NASABAH), and if the time period for collecting the excess auction money has passed, RAHIN (NASABAH) states that he agrees to distribute the excess auction money as alms, the implementation of which will be handed over to the MURTAHIN (PEGADAIAN). If the proceeds from the auction of Marhun (Collateral) are insufficient to pay off RAHIN's (CUSTOMER) obligations in the form of Marhun Bih (Loan Money), Mu'nah (Cost) Maintenance, Auction Processing Fee (if any) and Auction Fee, then RAHIN (CUSTOMER) is obliged to pay the shortfall
9. RAHIN (CUSTOMER) can come in person to do Ulang Rahn or Request Additional Marhun Bih (Loan Money) or Pay Off Marhun Bih (Loan Money) or Repay or Receive Marhun (Collateral), or Receive

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Excess Auction Money, and/or can give power of attorney to another person by filling in and signing the column provided, by attaching a photocopy of RAHIN's (CUSTOMER) and the authorized person's ID card and showing the original ID card of the authorized person.

10. RAHIN (CUSTOMER) or his/her authorized person can do Extension and Repay the Akad at all Sharia Branches/Sharia Units of MURTAHIN (PAYMENT PAWN) Online.
11. In the event that RAHIN (CUSTOMER) or his/her Attorney takes Marhun (Collateral) or takes excess auction money, then it will only be served at the Sharia Branch Office / Sharia Unit of MURTAHIN (PEGADAIAN) issuing the Rahn Proof Letter
12. If RAHIN (CUSTOMER) dies and there are rights and obligations towards MURTAHIN (PEGADAIAN) or vice versa, then the rights and obligations are charged to the heirs of RAHIN (CUSTOMER) in accordance with the inheritance provisions in the laws of the Republic of Indonesia.
13. RAHIN (CUSTOMER) declares to be subject to and follows all regulations applicable at MURTAHIN (PEGADAIAN) as long as the provisions relate to Debts with Rahn Contract.
14. If a dispute occurs in the future, it will be resolved through deliberation to reach a consensus and if no agreement is reached, it will be resolved through the local Religious Court.
15. Customer complaint services can contact the call center at 1500569 or the outlet where RAHIN (Customer) makes transactions. 16. This agreement has been adjusted to the provisions of the laws and regulations including the provisions of the Financial Services Authority

This contract is valid and binding on MURTAHIN (PEGADAIAN) and RAHIN (NASABAH) since the Rahn Evidence Letter (SBR) is signed by both parties (Ari, 2024). The implementation of the agreement to get the pawnshop to provide a loan is so first the customer comes with his own ID card, and brings goods in the form of gold jewelry with 23 carats and will borrow a loan of money with a nominal value of 10 million rupiah. Then the customer submits a form provided by the security or team on duty in front of the outlet. The customer fills out the form and signs the letter, then later it is submitted to the appraiser. After that, the appraiser tests and checks the goods in the form of gold, whether or not the gold is worthy of the category of how many carats and after checking it is true that it is 23 carats. Checking the gold takes a maximum of 10 minutes or 5 minutes, then if it is appropriate and the appraiser can provide an estimate and the loan will later be confirmed to the customer, that the customer needs how much loan he wants to borrow at the pawnshop. And the customer needs a loan of 10 million, then the appraiser approves the loan by explaining the loan period per 4 months/120 days, because in this Islamic pawnshop using a rahn contract with a period of 120 days/per 4 months, with maintenance costs per ten days, meaning the maintenance cost multiplied by 10 million is around 80,000 per tenth day. 1-10 days the service is the same. Day 11 to day 20 add another 80, Day 21 to 30 add another 80 Up to 4 months or 120 days. There is already an agreement (Rina, 2025). Because the customer

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borrowed in January, the time runs out in April because it is per 4 months, and the 1st will be due. After that, it will be confirmed to the customer if the customer has agreed to the loan, later the SBR letter will be recorded, the name or Rahn Proof Letter. It should be understood that in the SBR there are terms and conditions that must be understood by the customer, after it is clear and understood then the customer signs, there is already a signature on the SBR then it is valid. After that, the appraiser checks the appraiser himself as the proxy and his/her account or called the customer's signature, then it's okay the customer already understands the terms and conditions that are stated in the SBR later it's finished and the final agreement will be submitted to the cashier's letter. Then the cashier will ask or confirm again to the customer the money he wants to transfer or want cash or funds, ovo because the Setia Budi Medan branch of the Islamic pawnshop can also do many transactions. Because the customer wants cash, the cashier gives cash. After the money is received by the customer, the gold pawn agreement has been legally implemented.

Settlement of Default Disputes in Gold Pawn Agreements Through the Rahn Contract Method at the Setia Budi Medan Branch of the Islamic Pawnshop

Article 36 of the KHES (Compilation of Islamic Law) states that a party can be considered to have broken a promise, if due to his/her mistake, namely: not doing what was promised to do, carrying out what was promised but not as promised, doing what was promised, but late, and doing something that according to the agreement should not be done . In the case of a sharia pawnshop dispute, there are several types, as well as the sharia pawnshop, Setia Budi Medan branch, there are problems that occur in its implementation. The types of disputes in the Gold Rahn Agreement at the Sharia Pawnshop, Setia Budi Medan Branch, are:

1. The Borrower (Murtahin) Does Not Pay His Obligations on Time When the Murtahin does not pay his obligations on time, it means that the borrower does not fulfill the agreement in the agreement, such as: a. Late payment of installments or settlement according to the due date that has been set. b. Violating the payment agreement agreed between the Murtahin and Rahin.
2. The Murtahin / Customer Cannot Pay Off His Debt Due to Certain Reasons Mr. Ari, Appraiser at Pegadaian Syariah Setia Budi Medan Branch explained that the Customer cannot pay off his debt due to certain reasons, for example, if the customer does not have the money to pay off his loan, then usually we offer a solution to pay for his services to be extended (Ari, 2024).

In the transaction process of a sharia pawnshop, Setia Budi Medan branch, it does not always run smoothly, sometimes it also experiences several obstacles. Such as the obstacles faced in gold pawn transactions . These obstacles come from customers who cannot provide money / return the loan that has been given by the pawnshop, customers also do not need the gold used as collateral, and loan payments to the pawnshop are not a priority for customers. However, in the sharia pawnshop of Setia Budi Medan branch, the problem that occurs is that customers do not fulfill their obligations on time, so the pawnshop must auction off the customer's collateral to pay the customer's debt. The pawnshop and the

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customer carry out the case/dispute process in a family or peaceful manner or by negotiation .

There are two alternative ways of resolving disputes according to Law No. 30 of 1999 concerning Arbitration and Alternative Dispute Resolution, including :

1. Settlement Outside the Court (Non-Litigation)
   a. Negotiation:
      Negotiation is a means for disputing parties to discuss in order to reach an agreement without involving a third party.
   b. Mediation: Mediation is a settlement between disputing parties by involving a neutral third party (mediator) to help facilitate negotiations.
   c. Conciliation:
      Conciliation is a dispute resolution carried out through one or more people or bodies (conciliation commission) as mediators called conciliators. Similar to mediation, but the conciliator has the authority to provide advice or recommendations.
   d. Arbitration: In Article 1 number 1 of Law No. 30 of 1999, arbitration is a method of resolving a civil dispute outside the general court based on an arbitration agreement made in writing by the disputing parties.
2. Settlement Through the Court (Litigation) Civil Lawsuit: If out-of-court settlement efforts fail, the case can be brought to court. The process will involve a lawsuit from the aggrieved party and a defense from the party accused of breach of contract. The aggrieved party files a lawsuit in court to seek compensation or cancellation of the agreement.

So in this case, Pegadaian Syariah Setia Budi Medan branch resolves default disputes with customers outside the court, namely through negotiation. The steps for resolving default disputes in gold pawn agreements through the Akad Rahn method at Pegadaian Syariah Setia Budi Medan branch are as follows:

a) Providing Warnings to Customers Pegadaian Syariah provides warnings or notifications in writing or orally to customers regarding their obligations that have not been fulfilled. This warning is given before the due date or after the due date, with the aim of providing an opportunity for customers to immediately pay off their obligations.
b) Carrying out a Family Approach (Deliberation) Pegadaian Syariah prioritizes the principles of deliberation and family in accordance with sharia values. The pawnshop will discuss with customers to understand the reasons for late payments and find the best solution. The solution can be in the form of an extension of the time period.
c) Negotiation to Determine a Solution If the customer is

unable to pay off within the agreed time, the pawnshop will offer an Auction option. In this process, customers can be invited to negotiate to find the best solution regarding the sale of collateral. Pegadaian still prioritizes justice and mutual agreement in accordance with sharia principles.

d) Implementation of the Gold Collateral Auction If there is no agreement or the customer is still unable to pay off, the gold will be auctioned according to sharia provisions. The auction process is carried out transparently and in accordance with the regulations in force at Pegadaian Syariah.

e) Return of Remaining Auction Proceeds to Customers If the auction results are greater than the amount of debt and administration fees, the remaining excess will be returned to the customer. If the auction results are less than the amount of debt, the customer is required to pay off the difference according to the agreement.

Therefore, even with the settlement of the dispute over the default of the gold rahn at the Setia Budi Medan branch of the Islamic pawnshop, the pawnshop still helps customers in paying off their loans by providing an extension of time, even until the 3rd notification letter has been issued to customers. Because in accordance with the motto of the Islamic pawnshop itself, namely, "Serving Problems without Problems". This motto means that the Islamic Pawnshop will solve customer problems without causing new problems. However, in that case, the pawnshop must remain vigilant and be more optimal in providing knowledge to customers when they want to apply for a loan, so that there are no more customers who make mistakes, either being unable to pay or not being on time when paying.

In Islam, pawning is known as Rahn, which is a debt agreement that uses collateral and the collateral will be returned when the debt is paid off . Rahn according to fatwa 25/DSN-MUI/III/2002 is a debt agreement by pawning goods as collateral for the borrower . Rahn/pawn is regulated in the Compilation of Sharia Economic Law (KHES) Article 20 paragraph 14 and also CHAPTER XIV (14) concerning Rahn Articles 373 to 408, Fatwa of the National Sharia Council (DSN) No.25/DSNMUI/III/2002 concerning rahn, and Fatwa of the National Sharia Council Number: 26/DSNMUI/III/2002 concerning gold rahn . When making a pawn/rahn at a sharia pawnshop, of course there are conditions that must be met for the continuation of the rahn agreement, and one of them is the sharia pawnshop, the Setia Budi Medan branch, which has conditions for customers. The requirements for rahn at Pegadaian Syariah Setia Budi Medan branch are that the pawned item is the customer's personal property, has an ID card (KTP) and fills out the pawn form .

In practice, at Pegadaian Syariah Setia Budi Medan Branch, gold pawn uses the rahn contract. The rahn contract itself is a pawn agreement made based on sharia law using maintenance costs . Maintenance costs in rahn are called mu'nah. Mu'nah is a fee charged to the rahin (owner of the pawned item) to maintain the pawned item . The implementation of the Gold Pawn Agreement with the Rahn Contract Method at Pegadaian Syariah Setia Budi

Medan Branch is carried out in accordance with established policies. Customers submit items in the form of gold as collateral for the loan received. The process begins with the customer meeting the requirements, filling out the form, assessing the collateral, signing the rahn contract (proof of rahn), providing the loan and storing the item in a safe place . Sharia pawnshops ensure that all provisions in the agreement have been understood by customers, and set maintenance costs according to the provisions . Therefore, in making an agreement, both the pawnshop and the customer must comply with the applicable rules and regulations, and be implemented properly, so that neither the pawnshop nor the customer violates the rules that have been agreed upon together.

CONCLUSION

The implementation of the gold pawn agreement using the rahn contract method at Pegadaian Syariah Setia Budi Medan Branch is carried out in accordance with sharia principles. Customers submit gold as collateral for loans received, after going through administrative stages such as fulfilling requirements, filling out forms, assessing collateral, signing proof of rahn, disbursing loans, and storing goods in a safe place. Pegadaian Syariah ensures that all provisions in the agreement have been understood by customers, and determines maintenance costs in accordance with applicable regulations. Settlement of default disputes in the rahn agreement is carried out in stages through a deliberation and negotiation approach. The settlement stages include granting an extension of time, sending warning letters up to three times, and if obligations are still not met, the gold collateral is auctioned openly. The auction proceeds are used to pay off the principal loan and maintenance costs. If there is an excess from the auction proceeds, the excess is returned to the customer. However, in practice, there is no excess auction proceeds because the amount is in accordance with the value of the loan received by the customer. Overall, the implementation and settlement mechanism for default in gold pawn agreements at Pegadaian Syariah is in accordance with the provisions of Islamic economic law, and reflects the principles of justice, transparency, and protection of the rights of the parties.

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