
SAIZU INTERNATIONAL CONFERENCE ON TRANSDISCIPLINARY RELIGIOUS STUDIES (SAIZU ICON-TREES)

ISSN 2964-5859, 2023, Pages 158-162

DOI: <https://doi.org/10.24090/icontrees.2023.317>

Proceeding of 3rd Internasional Conference on Implementing Religious Values on Transdisciplinary Studies for Human Civilization

Wadiah Contracts on Gold Savings in Pawnshop Viewed From Sharia Economic Law Glasses (Study at Pawnshop Branch Purbalingga)

Aghnia Mubarak AA

UIN Prof. K.H. Saifuddin Zuhri Purwokerto, Indonesia

Corresponding author's email: aghnimubarak08@gmail.com

Abstract: Provide services to the community related to activities In the economy there are non-bank financial institutions, namely pawnshops. One of the product at the pawn shop is a product that uses gold savings deposit contract system (wadi'ah) agreed between the pawnshop and the account owner where is the location of the wadi'ah contract when the customer deposits a certain amount of money then immediately converted to grams of gold on the same day. Customer must follow the procedures at the pawnshop to open an account where in the account there are records containing data on sales, purchases, printing and other transactions by account holders and pawnshops. The type of research in this research is field research, namely research conducted in a particular community environment, institution or certain organizations and institutions. Data collection technique in this study through interviews, observations and other reports. While the data were analyzed using qualitative analysis using the method normative approach. The normative approach itself is one of the fruits paradigm that must be put forward by legal products or in other words legal approach which is a norm or rule compiled through framework of the text or law in the book as a rule of law. The results of this study indicate that the application of the wadi'ah contract on the product This gold savings is in accordance with Islamic law. Can be seen from practice customers who deposit a certain amount of money to the pawnshop which then becomes money instantly converted to grams of gold on the same day. While related The contract used in the gold savings product is a savings contract (wadi'ah). Where Pegadaian Purbalingga has not explained in detail details of the contract used and does not describe the objects provided in the product gold savings. so if you look at it from a procedural system it's pretty good but there is a need for education related to the contract system and other support systems so that customers can find out gold savings products in detail.

Keywords: *wadiah; gold savings; pawnshops*

A. INTRODUCTION

To meet and facilitate the needs of the community in carrying out economic

activities, there is a financial institution other than a bank that has long been known by the public, namely pawnshops. The



Copyright © 2023 The Author

This is an open access article Under the Creative Commons Attribution (CC BY) 4.0 International License

higher the community's economic power, the pawnshop becomes one of the community's alternatives to meet economic needs. where this pawnshop provides financial needs on the condition that the customer owns goods that have an exchange rate so that the customer can provide collateral in the form of goods to be cashed into money. Pawnshop business is regulated in government regulation no. 10 of 1990 concerning the transfer of the form of a pawnshop agreement to a pawnshop.

The customer is one of the components that really supports mobility in the pawnshop. Customers are consumers who provide funds, while in the KBBI it is explained that customers are people who can relate to or become bank customers (Yupitri and Sari, 2012, p.12).

One of the products available at Pegadaian is a gold savings product that uses a deposit contract system that is agreed between the pawnshop and the account owner. where in the account there are records containing data on sales, purchases, printing and other transactions by account owners and pawnshops. From the point of view of the agreement made by the pawnshop with the customer, when viewed from the perspective of Islamic law, it is the same as the wadi'ah contract.

A wadiah contract is a contract from a party who has money or goods which is then entrusted to someone with a note that whenever and wherever the goods can be taken In connection with the wadiah contract, there are several conditions that must be met, namely (Wiroso, 2005, p.20):

1. Goods deposited
2. People who deposit and people who are entrusted
3. Ijab Qabul

In gold savings, one of the products offered by the pawnshop, of course, has several mechanisms that must be implemented, namely the existence of an initial agreement between the pawnshop and the customer himself. That is, the customer agrees to leave his EMS at the pawnshop.

Then the first step that needs to be taken by the customer when he wants to save gold is the first, of course, the customer must first open an account that is used as a transaction between the customer and the pawn shop, of course by filling in personal data and signing the documents provided, such as contract letters and others, first. formerly. Then the customer gives a minimum of IDR 50,000.00 as an initial savings which is then immediately converted into grams of gold on the same day.

Regarding this saving time, the customer has any time while the pawn shop is open and saving can be done at any pawnshop office. withdrawal but the customer must wait if he wants to print the gold with a note that he has reached at least 1 gram. The refore the authors are interested in researching this phenomenon.

B. MATERIALS AND METHODS

The type of research that the author is doing is a type of field research. Field research is research conducted in certain community environments, certain institutions or organizations, government institutions. Based on this, it can be stated

that the qualitative research method was carried out intensively, so the researcher participated for a long time in the field, carefully recorded what happened, carried out a reflective analysis of several various documents found in the field, and made a detailed report.

The data sources used in this study consisted of two types of data sources, namely primary data and secondary data. Primary data sources are sources obtained directly from the object of research (Azwar, 2010, p.9). The primary data source in this study is in the form of observations, or the results of direct interviews with key informants. While secondary data is written data or interview results which are not primary sources and are complementary to data obtained from primary sources (Azwar, 2010, p.10). Secondary data in this study are in the form of books, journals and documents related to research.

The research approach in this study is a normative approach. The normative approach is one of the fruits of the paradigm that must be put forward by legal products or in other words a legal approach that is normative in nature or rules compiled through a textual framework or law in the book as a rule of law.

After the data has been collected, both primary data and secondary data, then the data is organized according to the existing problems, then an analysis is carried out using the triangulation method. Triangulation is data or information from one party that must be verified by obtaining data from other sources, for example from

second, third and so on using different methods (Sidik and Choiri, 2019, p.15).

C. RESULT AND DISCUSSION

In 2012 the form of legal entity was changed from PERUM to PERSERO on April 1, 2012 based on Government Regulation (PP) No. 51 of 2011. The Purbalingga branch pawn shop is a pawnshop located on Jl. Letjend Suprpto No. 6, Purbalingga, Central Java. This Purbalingga branch pawnshop serves business pawnshops, pawnshops, creations, karsida, krista, my gold, noble, krisna, flexi pawn, gold savings, MPO (Return and payment of telephone, electricity, water, tickets, internet, pay TV, payment of BPJS contributions, etc).

At the Purbalingga Pawnshop branch, saving gold is a saving activity in which the amount of money saved will be converted directly in grams of gold. This gold savings is aimed at giving people the opportunity to buy gold in cash. Regarding the Savings contract, namely using a sale and purchase contract and also a deposit contract (wadiah).

This deposit contract (wadiah) basically lies when an amount of money is deposited by the customer with the pawnshop which is then converted into grams of gold when saving and then stored in the customer's open account for gold savings. Saving here is marketing language to offer Gold Savings products to customers. Then if the customer wants to print gold, the pawnshop will order and at the same time check ANTAM's price on the day when the customer will print gold. Furthermore, if the customer has agreed to print and the printing requirements have been met, the pawnshop will order gold from

PT. ANTAM according to the needs of the Pegadaian.

Then regarding the sale and purchase agreement on gold savings, it can be seen when the customer wants to buy gold from the Purbalingga branch pawnshop by saving until the amount the saver wants is reached. Saving here is just marketing language to offer gold savings products to customers.

But it turns out in practice. The pawnshop does not explain in detail the type of goods or gold that is used as the object of the gold savings so that this transaction will lead to a Gharar transaction where the contract is unclear regarding the ownership of the object of the contract, and cannot be handed over directly to the printing contract.

Reviewing OJK Regulation Number 31/POJK.05/2016 concerning Pawn Business in article 1 paragraph 5 explains that sharia principles are provisions of Islamic law based on fatwas and/or statements of conformity of sharia and the National Sharia Council of the Majelis Ulama Indonesia where in DSN Fatwa No: 02/ DSN-MUI /IV/2000 Concerning Savings explains that justifiable savings are those based on the principles of mudharabah and wadi'ah (Desminar, 2019, p.29).

Based on the explanation of the study of Islamic law, the Purbalingga Branch Pegadaian has not provided details and details to customers or prospective customers regarding the object entrusted. and an explanation of what contract is used in the gold savings product. Where in fact this gold is not yet owned by the pawn shop but the pawn shop orders gold from PT. ANTAM if the customer wants to print gold.

D. CONCLUSION

After the author describes and analyzes the careful description of the wadiah contract for gold savings products at the Purbalingga Pawnshop, the author concludes that the application of the wadi'ah contract for gold savings products at the Pawnshop branch of Purbalingga is not in accordance with Islamic law. It can be seen from the pillars and terms of wadi'ah as follows

1. Goods deposited
2. The person who deposited and the person who received the deposit
3. Shighat consent and qabul l-wadi'ah

From these pillars and conditions, it turns out that there are several pillars and conditions that are not fulfilled, namely related to objects or goods in the gold savings in the form of gold bars promised by the Pegadaian do not yet exist so that the transaction will lead to a Gharar transaction.

REFERENCES

- Yupitri, Evi, and Raina Linda Sari. Analisis Faktor-Faktor yang Mempengaruhi Nonmuslim Menjadi Nasabah Bank Syariah Mandiri di Medan. Vol. 1. University of North Sumatra, 2012.
- Wiroso, S. E. Penghimp. Dana&Distr. Hsl Ush Bank Syariah. Grasindo, 2005.
- Rukua, Erna. Tinjauan Hukum Islam Terhadap Praktik Jual Beli Pulsa Elektrik Antara Agen Dan Reseler (Studi Kasus RASSTY CELL Pasar Mardika Ambon). Diss. IAIN Ambon,

2020.

Umar Sidik Dan Moh. Miftachul Choiri,
Metode Penelitian Kualitatif Di
Bidang Pendidikan (Ponorogo: Cv:
Nata Karya, 2019), Hal. 15.

Desminar, Desminar. "Akad Wadiah Dalam
Perspektif Fiqih Muamalah." Menara
Ilmu 13.3 (2019).