



DOI: <https://doi.org/10.38035/jgsp.v4i1>
<https://creativecommons.org/licenses/by/4.0/>

Reformulation of the Indonesian Sharia Security System: Integration of Rahn Institutions with Preferential Rights and Droit de Suite

Zuwanna Corna Gumanti¹, Henry Soelistyo Budi², Hayyan Ul Haq³

¹Pelita Harapan University, Tangerang, Indonesia, zuwannanotaris@gmail.com

²Pelita Harapan University, Tangerang, Indonesia, henry.soelistyo@uph.edu

³Pelita Harapan University, Tangerang, Indonesia, hayyanulhaq@gmail.com

Corresponding Author: zuwannanotaris@gmail.com¹

Abstract: *This study aims to formulate a reformulation of the Rahn concept as an instrument and institution of Sharia security that is capable of providing legal certainty without compromising Sharia principles. The method employed is normative legal research, utilizing both statutory and conceptual approaches. The results of the study indicate that Rahn has not been recognized as a property right in positive law and therefore does not have preferential rights, the principle of droit de suite, and executive power, which impacts low legal certainty and limited use in Sharia financing. Therefore, it is necessary to reformulate Rahn as a form of hybrid security right that allows for limited recognition of property rights through registration regulations, strengthens the legal standing of third parties, and establishes an execution mechanism based on Sharia principles. This reformulation is expected to bridge the gap between sharia law and positive law, thereby increasing the effectiveness of the sharia financing system in Indonesia.*

Keyword: *Rahn, Law of Guarantee, Preferential Rights, Droit De Suite*

INTRODUCTION

The development of the guarantee legal system in Indonesia cannot be separated from the fundamental need to ensure the sustainability of a healthy, stable, and legal certainty-oriented national financing system (Rizkia, 2022). In modern legal construction, guarantees function as a risk mitigation instrument that provides protection to creditors while encouraging trust in financing transactions (Wijaya, 2022). The basic principles of guarantee law include legal certainty, creditor protection, and ease of execution, which are normatively reflected in various laws and regulations such as Law Number 4 of 1996 concerning Mortgage Rights, specifically Article 1 number 1 which confirms that mortgage rights are security rights over land that provide a priority position to creditors, as well as Article 6 which regulates executorial rights through parate execution (Arba, 2021). Similarly, Law Number 42 of 1999 concerning Fiduciary Guarantees, in Article 1 point 2 and Article 27, affirms the existence of preferential rights and executorial powers through executorial titles,

as well as the provisions on pledges in Article 1150 of the Civil Code, which contain elements of control over objects as collateral (Jasmine, 2021). This entire regime demonstrates that the Indonesian guarantee legal system is built on the concept of property rights (*zakelijke rechten*), which are absolute in nature, grant preferential rights, and embody the principle of *droit de suite*, thereby ensuring optimal legal certainty and protection.

On the other hand, from the perspective of Islamic economic law, *rahn* is a collateral instrument with a strong normative basis in Islamic jurisprudence (*fiqh muamalah*), the Compilation of Islamic Economic Law (KHES), and the fatwa of the National Sharia Council of the Indonesian Ulema Council, specifically the DSN-MUI Fatwa Number 25/DSN-MUI/III/2002 concerning *Rahn* (Junitama, 2022). Conceptually, *rahn* is a contract for the transfer of goods as collateral for debt without transferring ownership rights, as stated in KHES Article 20 and Article 115, which states that ownership of *marhun* remains with the *rahin* (Syahrullah, 2019). The main character of *Rahn* as a *tabarru* contract emphasizes that its key purpose is mutual assistance, not commercialization, so it is fundamentally different from conventional guarantees that are oriented towards maximum creditor protection. *Rahn* also emphasizes the principles of justice, balance, and the prohibition of taking advantage of the collateral except for maintenance costs (Wahid, 2018). Thus, legally, *Rahn* is more appropriately understood as a contractual relationship (personal right) rather than a property right, because it does not fulfill an absolute character, cannot be registered, and does not have binding power over third parties.

Nevertheless, in the practice of Islamic financial institutions in Indonesia, *rahn* has been widely used by Islamic banks, Baitul Maal wat Tamwil (BMT), and Islamic pawnshops as an instrument to guarantee financing, particularly to support access to financing for micro, small, and medium enterprises (MSMEs) (Zaharullah, 2024). The use of *Rahn* allows customers who lack formal assets, such as land certificates, to still obtain financing by pledging movable property. However, in practice, Islamic financial institutions often combine *rahn* with conventional collateral instruments such as fiduciary rights or mortgages to obtain legal certainty, particularly regarding executorial powers and legal recognition of third parties (Basri & Azani, 2019). It indicates pressure from the positive legal system, which has not fully accommodated the characteristics of *Rahn*, resulting in *Rahn* practices that are not purely Sharia-compliant and tend to follow conventional collateral patterns for the sake of legal enforceability.

The main legal problem lies in the non-recognition of *rahn* as a property right in the Indonesian collateral legal system. There is not a single provision in the Mortgage Law or the Fiduciary Guarantee Law that includes *rahn* as part of the material guarantee regime, so that *rahn* cannot be registered, does not have executorial power as referred to in Article 15 paragraph (2) of the Fiduciary Guarantee Law, and does not provide preferential rights as guaranteed in Article 1131 and Article 1132 of the Civil Code (Gunawan, 2021). As a result, *Rahn* does not have the property of *droit de suite*, namely the ability to follow the collateral object in the hands of whoever holds the object (Purbasari & Rahayu, 2017). The condition creates a normative gap in the national legal system, because on the one hand, *rahn* is recognized normatively in sharia law, but on the other hand does not have structural legitimacy in positive law as a strong collateral instrument.

The absence of preferential rights and *droit de suite* in a *rahn* has significant legal implications. In the absence of preferential rights, the *rahn*-holding creditor lacks priority in the event of default by the debtor, potentially leading to competition with other creditors without priority collateral as stipulated in Article 1132 of the Civil Code (Asia, Rizka, & Rosyadi, 2022). Meanwhile, the absence of *droit de suite* makes the collateral object untraceable or unenforceable once it has been transferred to a third party, thereby eliminating the collateral's protective function. The practical impact of this condition is increased legal

risk for Islamic financial institutions, decreased legal certainty, and limited expansion of rahn-based financing (Febrianasari, 2020). This situation encourages a dualistic collateral system, where financing contracts adhere to Sharia principles, but collateral instruments utilize conventional mechanisms, potentially leading to inconsistencies with the DSN-MUI Fatwa and increasing administrative complexity and transaction costs.

The absence of Rahn regulation is also caused by the fragmentation of regulations spread across various legal instruments, such as the DSN-MUI fatwa, KHES through Supreme Court Regulation Number 2 of 2008, and Law Number 21 of 2008 concerning Islamic Banking, particularly Article 26, which recognizes sharia principles as the operational basis, but is not integrated with the national guarantee legal regime (Mahmudi, 2026). The absence of a registration mechanism, recognition of property, and a special execution system for rahn indicates a systemic regulatory vacuum. Therefore, a reformulation of the rahn concept is needed in the national legal system that not only maintains sharia principles, but also adopts certain characteristics of property rights, such as the granting of limited preferential rights or the recognition of quasi-property rights (Basri & Azani, 2019). The reformulation is critical to bridge the need for legal certainty with the principle of justice in the maqasid of sharia, while simultaneously increasing the economic efficiency and competitiveness of the Islamic financial industry in Indonesia.

METHOD

This paper is normative juridical legal research that focuses on the study of legal norms as a system of rules that regulate guarantees, especially regarding the existence and construction of rahn in the Indonesian legal system, using a statute and a conceptual approach. The statutory approach is conducted through a review of various relevant regulations, including the Civil Code, especially Article 1131 and Article 1132 regarding general guarantees, Law Number 4 of 1996 concerning Mortgage Rights, Law Number 42 of 1999 concerning Fiduciary Guarantees, and Law Number 21 of 2008 concerning Sharia Banking and Supreme Court Regulation Number 2 of 2008 concerning Compilation of Sharia Economic Law, in order to identify the applicable legal construction of guarantees and the position of rahn within them. Meanwhile, a conceptual approach is used to analyze legal doctrines related to property rights (*zakelijke rechten*), preferential rights, and *droit de suite*, as well as the concept of rahn in the perspective of Islamic law originating from *fiqh muamalah* and the DSN-MUI Fatwa, so that a normative gap can be found between positive law and sharia law. Through these approaches, this study aims to formulate an ideal legal construction to reformulate the concept of rahn as a guarantee instrument that can provide legal certainty while remaining in line with Sharia principles.

RESULT AND DISCUSSION

The Legal Construction of Rahn from the Perspective of Sharia Law and Indonesian Positive Law

The legal construction of Rahn from the perspective of Sharia law is firmly rooted in the principles of Islamic jurisprudence (*fiqh muamalah*), which positions Rahn as an ethical, non-commercial, and trust-based collateral mechanism. Normatively, Rahn derives its legitimacy from the primary source of Islamic law, the Quran, specifically Surah Al-Baqarah, verse 283, which permits collateral (rahn) in debt transactions when there is no written record. In the development of positive law in Indonesia, this concept was later adopted through Fatwa No. 25/DSN-MUI/III/2002 of the National Sharia Council of the Indonesian Ulema Council concerning Rahn, which affirms that rahn is the retention of goods as collateral for a debt, where ownership remains with the party providing the collateral (*rahin*), while the party receiving the collateral (*murtahin*) only has the right to retain the goods until

the debt is repaid (Rahman & Muthoifin, 2022). This provision demonstrates that from the outset, Rahn was not intended to create a transfer of ownership, but rather as a means of guarantee based on trust and responsibility.

Within the national legal framework, the existence of rahn was also recognized through Supreme Court Regulation Number 2 of 2008 concerning the Compilation of Sharia Economic Law (KHES), specifically in Article 20, which defines rahn as a guarantee for debt with goods as collateral, and Article 115, which affirms that ownership of the collateral remains with the debtor. Furthermore, KHES also stipulates that the recipient of the collateral is not permitted to benefit from the collateral except for maintenance costs, reflecting the principle of prohibition of usury and exploitation in Islamic law (Farid & Fahreza, 2023). Thus, Rahn, within the framework of Sharia law, functions not only as a collateral instrument but also as a manifestation of the values of justice ('adl), benefit (maslahah), and balance in legal relations between the parties.

Recognition of Rahn in the national legal system can also be found in Law Number 21 of 2008 concerning Islamic Banking, specifically Article 1, number 25, which defines collateral as additional security, and Article 26, which states that Islamic banking business activities must be based on sharia principles as issued by a fatwa (religious edict) issued by an authorized institution. This provision implicitly acknowledges the existence of Rahn as a collateral instrument in Islamic banking practices. However, this recognition is normative and has not been followed by further regulations that place Rahn as part of the legal regime of material collateral in the national legal system (Surury & Badry, 2024). It indicates that Rahn remains marginal, recognized in principle but lacking a strong legal framework within the context of national collateral law.

Conceptually, Rahn has fundamentally different characteristics from conventional collateral. In Indonesian civil law, material guarantees such as mortgages and fiduciary rights are primarily characterized by absolute rights that grant a special status (preferential rights) to the creditor, as stipulated in Articles 1131 and 1132 of the Civil Code. They also possess the characteristic of *droit de suite*, which allows these rights to follow the collateral object to whoever holds it. Furthermore, Law Number 4 of 1996 concerning Mortgage Rights, through Article 6, grants the creditor the right to direct execution (*parate execution*), and Law Number 42 of 1999 concerning Fiduciary Guarantees, through Article 15 paragraph (2), grants executorial power equivalent to a court decision (Saputra, 2021). These characteristics indicate that conventional guarantees are built on the basis of material rights (*zakelijke rechten*), which provide maximum legal protection for the creditor.

In contrast, Rahn does not have these characteristics because it does not contain elements of material rights. A rahn does not confer preferential rights to the creditor, does not possess *droit de suite*, and cannot be registered in the national collateral registration system. Furthermore, a rahn lacks executive power, allowing the creditor to directly execute the collateral object without going through a judicial process. Therefore, legally, a rahn is more appropriately classified as an obligatory legal relationship (personal right) rather than a property right. This creates a discrepancy between the character of a rahn and the national security legal system, which demands legal certainty through the recognition of property rights. Therefore, a rahn cannot function optimally as a collateral instrument in the modern financing system (Sumiati & Solehudin, 2022).

This normative tension between Sharia principles and the construction of national guarantee law is the root of the problem in the development of rahn in Indonesia. On the one hand, rahn must maintain its basic principles as a *tabarru* contract that is non-exploitative and does not transfer ownership. However, on the other hand, the national legal system demands that collateral have material force, preferential rights, and ease of execution. This inconsistency indicates a gap between sharia law and positive law that has not been

systematically bridged. Therefore, a reconstructive approach to the rahn concept is needed so that it can be integrated into the national guarantee legal system without losing its sharia essence, thereby providing legal certainty while maintaining the values of justice and welfare in sharia financing.

Implications of the Legal Vacuum of Rahn on Legal Certainty and the Legal Protection of Customers/Creditors

The legal weakness of Rahn in the Indonesian security legal system stems from its non-recognition as part of the property rights regime in national legislation. Within positive legal frameworks, the security system is constructed in a limited manner through expressly regulated instruments such as Law No. 4 of 1996 concerning Mortgage Rights and Law No. 42 of 1999 concerning Fiduciary Guarantees, each of which is characterized as a property right with absolute characteristics, can be asserted against anyone, and provides maximum protection to creditors. The absence of regulations regarding rahn in these two laws indicates that rahn lacks formal standing as a property security institution within the national legal system. Consequently, Rahn is recognized only as part of sectoral Islamic economic legal practices, lacking structural legitimacy within the national security legal framework. The lack of recognition as a property right causes Rahn to fail to fulfill the main element of property security, namely the existence of preferential rights as stipulated in Article 1132 of the Civil Code, which states that creditors have an equal standing unless there is a legitimate reason for priority. In the context of property security, this reason is manifested in the form of preferential rights, which grant payment priority to certain creditors. However, because a Rahn is not recognized as a property right, the creditor holding the Rahn does not have a preferential position in the event of default. This differs from creditors holding mortgage or fiduciary rights, who are explicitly granted preferential rights by law, thus having legal certainty in obtaining repayment of their receivables.

In addition to lacking preferential rights, Rahn also fails to fulfill the principle of *droit de suite*, a key characteristic of property rights, namely the ability of the right to follow its object regardless of who holds it. In property security law, this principle ensures that the creditor can still exercise control over the collateral even if it has been transferred to a third party. However, because a Rahn is not recognized as a property right and lacks a public registration mechanism, there is no legal guarantee that the Rahn object can be traced or executed if it changes hands. This situation creates a fundamental weakness in the Rahn's function as a collateral instrument, as it is unable to provide effective legal protection for the creditor's interests.

Another weakness lies in the lack of executive power in Rahn. In the national security legal system, executive power is a crucial element that makes it easier for creditors to execute collateral objects without having to go through a lengthy court process. This is expressly regulated in Article 6 of the Mortgage Law, which grants creditors the right to sell collateral objects through public auction, and Article 15, paragraph (2) of the Fiduciary Guarantee Law, which provides executorial power equivalent to a legally binding court decision. Conversely, Rahn does not have a legal basis for such executive power. Therefore, in the event of default, settlement must be carried out through judicial mechanisms or by agreement between the parties, ultimately creating uncertainty and inefficiency in dispute resolution.

The practical implications of these legal weaknesses significantly impact legal certainty in Islamic financing. Creditors face higher legal risks due to the lack of priority guarantees for repayment of receivables, the lack of certainty regarding the execution of collateral, and the lack of protection against the possible transfer of collateral to a third party. This situation has led Islamic financial institutions to limit the use of rahn to small-scale or short-term financing and to avoid its use in large-value financing. Thus, Rahn's potential as

an inclusive and justice-based collateral instrument is suboptimal due to the lack of support from an adequate legal framework.

This weakness has also given rise to a phenomenon of dualism in collateral practices within Islamic financial institutions, where financing contracts adhere to Islamic principles, but collateral instruments utilize conventional mechanisms such as fiduciary rights or mortgages. This practice reflects a disharmony between the Sharia norms stipulated in the DSN-MUI Fatwas and KHES (Islamic Council of Indonesia's Islamic Scholars) and the positive law governing material collateral. This dualism not only creates inconsistencies in the application of sharia principles, but also increases administrative complexity and transaction costs, and potentially leads to normative conflicts in practice. Therefore, the legal weaknesses of rahn not only impact the technical aspects of the law but also indicate an urgent need to reformulate the rahn concept so that it can be harmoniously integrated into the national security legal system.

Reformulation of the Rahn Concept as a Guarantee Instrument in the Indonesian Legal System Based on Preferential Rights and Droit de Suite

Reformulating the concept of rahn in the Indonesian collateral legal system is urgently needed. This step aims to bridge the gap between the principles of Sharia law and the demand for legal certainty in the national legal system. In this new framework, rahn is not seen just as a contractual relationship (personal right). Instead, it is developed as a quasi-property or hybrid security right that contains a limited material element. This approach still retains its fundamental character as a tabarru contract. With this, rahn gains stronger legal recognition, especially by granting limited preferential rights to creditors. However, it does not change the core principle that ownership of the collateral remains with the rahin, as stated in Article 115 of the KHES. This reformulation balances creditor protection with the principle of justice in Sharia law.

As a concrete step, the establishment of specific regulations that explicitly regulate rahn as part of the national collateral legal system is necessary. This regulation could take the form of legislation or at least government regulations that integrate rahn principles into the existing collateral legal framework. The regulation needs to explicitly stipulate the recognition of limited preferential rights for creditors holding rahn (security deposit) holdings. It can be adopted by referring to the principles in Article 1132 of the Civil Code, but with adjustments to Sharia principles. Furthermore, this regulation must also provide a legal basis for the limited recognition of the principle of droit de suite, so that the rahn object can still be used in the event of a transfer to a third party, as long as it does not conflict with the principles of justice and does not harm any party acting in good faith.

Next, create a nationally integrated rahn registration system to ensure legal certainty and notice to third parties. This registration should not transfer ownership but serve to inform about security encumbrances, drawing on the example of Law Number 42 of 1999. Making this system digital and accessible is especially important for Islamic microfinance institutions. With registration, rahn obtains limited binding power over third parties, increasing creditor protection without compromising Sharia principles.

Furthermore, the reformulation must include the development of a rahn execution mechanism based on Sharia principles while still providing legal certainty. In this regard, it is necessary to formulate an execution procedure that adopts the principles of Article 6 of the Mortgage Law and Article 15 paragraph (2) of the Fiduciary Guarantee Law, but is adapted to Sharia values such as fairness, transparency, and debtor protection. The execution mechanism can be carried out through a Sharia auction or direct sale with the consent of the parties, with the obligation to provide advance warning and an opportunity for the debtor to settle their obligations. To this end, the Supreme Court and the Financial Services Authority

can play a role in developing uniform technical guidelines for Rahn execution that comply with Sharia principles.

The reformulation also requires strengthening the role of notaries and deed-making officials in drafting rahn documents that comply with Sharia principles and positive law. In current practice, many guarantee deeds still use conventional formats that do not fully reflect the provisions of DSN-MUI Fatwa Number 25/DSN-MUI/III/2002. Therefore, it is necessary to develop standard rahn deeds that integrate the principles of prohibition on taking benefits, limitation on maintenance costs, and provisions for fair execution. Furthermore, special training and certification for notaries in the field of Islamic economic law are also concrete steps to ensure that rahn practices are carried out in accordance with applicable legal principles.

The reformulation of the rahn concept must be based on an integrative approach between positive law and the maqasid of sharia, particularly the principles of justice (adl), benefit (maslahah), and protection of the vulnerable. This integration is not merely normative but must also be realized in concrete policies that support financial inclusion and community economic empowerment. The government, through the Ministry of Law and Human Rights and the Financial Services Authority, needs to encourage regulatory harmonization and provide a legal framework that adapts to the development of the sharia economy. Thus, rahn can be transformed into a collateral instrument that is not only valid under sharia but also legally sound, thereby increasing legal certainty and the effectiveness of sharia financing in Indonesia.

CONCLUSION

The conclusion of this study reveal that Rahn, as a collateral instrument in Islamic economic law, has strong normative legitimacy in Muamalah fiqh, DSN-MUI Fatwa Number 25/DSN-MUI/III/2002, and the Compilation of Islamic Economic Law, but has not yet received adequate recognition in the national security law system based on property rights. The absence of this recognition results in Rahn not having the main characteristics of property guarantees, such as preferential rights as referred to in Article 1132 of the Civil Code and the principle of *droit de suite*, and does not have executorial power as regulated in Article 6 of the Mortgage Law and Article 15 paragraph (2) of the Fiduciary Guarantee Law. This condition creates legal weaknesses that impacts on low legal certainty, increased risk for creditors, and limited use of Rahn in Islamic financing, especially on a large scale. Furthermore, the emergence of dualistic collateral practices that combine rahn with conventional instruments indicates a disharmony between Sharia principles and positive law that has not been systematically resolved. Therefore, a reformulation of the Rahn concept as a collateral instrument that can bridge the need for legal certainty with Sharia principles is necessary.

Based on these findings, it is recommended that legal reform be implemented through the creation of specific regulations that recognize rahn as part of the national collateral legal system with a hybrid or quasi-property right character, allowing for the granting of preferential rights and limited recognition of the *droit de suite* principle without eliminating rahn's fundamental nature as a *tabarru* contract. Furthermore, it is necessary to develop a nationally integrated Rahn registration system to provide legal certainty and protection for third parties, and to formulate a Rahn execution mechanism based on Sharia principles while still providing effectiveness and certainty in resolving defaults. Strengthening institutional capacity, including the role of notaries, Islamic financial institutions, and supervisory authorities, is also a crucial step in ensuring rahn implementation complies with both legal and Sharia principles. With these steps, it is hoped that Rahn can function optimally as a

guarantee instrument that is not only fair and inclusive but also has strong legal certainty in supporting the development of the Sharia economy in Indonesia.

REFERENCES

- Arba, M. (2021). *Hukum Hak Tanggungan: Hak Tanggungan Atas Tanah dan Benda-Benda Diatasnya*. Jakarta: Sinar Grafika (Bumi Aksara).
- Asia, S. N., Rizka, & Rosyadi, I. (2022). Analisis Konsep Akad Murabahah Dan Akad Rahn Dalam Produk Emas Antam Pada Pegadaian Syariah Cabang Solo Baru Menurut Hukum Ekonomi Syariah. *Jurnal Justisia Ekonomika: Magister Hukum Ekonomi Syariah*, 61.
- Bahari, R. (2022). Studi Komparatif Antara Gadai Konvensional Dan Gadai Syariah (Rahn). *Mu'amalah: Jurnal Hukum Ekonomi Syariah*, 53-80.
- Basri, H., & Azani, M. (2019). Pelaksanaan Akad Rahn di Pegadaian Syariah Berdasarkan Kompilasi Hukum Ekonomi Syariah di Pekanbaru. *Jurnal Gagasan Hukum*, 162-176.
- Farid, A. M., & Fahreza, F. A. (2023). Gadai Syariah (Rahn) Dalam Perspektif Hukum Islam dan Hukum Positif. *Strata Law Review*, 43-52.
- Febrianasari, S. N. (2020). Hukum ekonomi Islam dalam akad ijarah dan rahn (Islamic economic law in the ijarah and rahn contracts). *Qawāniin Journal of Economic Syaria Law*, 193-208.
- Gunawan, F. (2021). Studi Komparatif Antara Gadai Konvensional Dan Gadai Syariah (Rahn). Jakarta: IAIN Metro.
- Jasmine, A. (2021). Kekuatan Eksekutorial Perjanjian Pengikatan Jaminan Fidusia. *Triwangsa Hukum*, 95-111.
- Junitama, C. A. (2022). Rahn (Gadai) dalam Perspektif Fikih Muamalah, Kompilasi Hukum Ekonomi Syariah (KHES), dan Hukum Perdata. *Maliyah: Jurnal Hukum Bisnis Islam*, 26-45.
- Mahmudi, M. (2026). Tinjauan Hukum Ekonomi Syariah Terhadap Pembiayaan Dengan Akad Rahn Dalam Produk GEMAS KSPPS NURI Jatim. *JATIJAJAR LAW REVIEW*, 25-35.
- Purbasari, I., & Rahayu, S. (2017). Analisis Penerapan Akad Rahn (Gadai) dan Pengenaan Biaya Administrasi Rahn di Pegadaian Syariah (Studi Empiris di Kantor Cabang Pegadaian Syariah Pamekasan). *Jurnal Hukum Ekonomi Islam*, 144-170.
- Rahman, M., & Muthoifin, S. H. (2022). Tinjauan Hukum Ekonomi Syariah Terhadap Praktik Rahn Di Pegadaian Syariah Surakarta Pada Masa Pandemi Covid-19. Solo: Universitas Muhammadiyah Surakarta.
- Rizkia, N. D. (2022). Perkembangan Hukum Jaminan di Indonesia. Yogyakarta: Widina.
- Saputra, B. a. (2021). Tinjauan Hukum Islam Terhadap Akad Rahn Pada Pegadaian Syariah Di Indonesia. *El-Iqthisady: Jurnal Hukum Ekonomi Syariah*, 224-230.
- Sumiati, A. D., & Solehudin, E. (2022). Rahn (Gadai) Dalam Perspektif Tafsir Dan Hadits Serta Implementasinya Pada Lembaga Pegadaian Syariah. *Eksisbank (Ekonomi Syariah Dan Bisnis Perbankan)*, 125-139.
- Surury, N. A., & Badry, A. I. (2024). Filsafat Hukum Ekonomi Syariah Pada Akad-Akad Perbankan Syariah Di Indonesia. *Innovative: Journal Of Social Science Research*, 4756-4773.
- Syahrullah, M. (2019). Formalisasi akad rahn dalam kompilasi hukum ekonomi syariah. *Jurnal islamika*, 144-153.
- Wahid, N. (2018). Pelibatan Akad Ija rah dalam Praktik Rahn di Bank Syari'ah Perspektif Hukum Ekonomi Syariah. *Al-Manahij: Jurnal Kajian Hukum Islam*, 147-161.
- Wijaya, A. (2022). *Hukum jaminan sosial Indonesia*. Jakarta: Sinar Grafika.

Zaharullah. (2024). Tinjauan Hukum Ekonomi Syariah Terhadap Mekanisme Pelaksanaan Rahn Pada PT Pegadaian Syariah Meureudu Pidie Jaya. HEI EMA: Jurnal Riset Hukum, Ekonomi Islam, Ekonomi, Manajemen dan Akuntansi , 31-46.