

PRACTICE OF MONEY LOAN AGREEMENT IN LHOK KEUTAPANG VILLAGE PIDIE DISTRICT UNDER ISLAMIC ECONOMIC LAW

Asmaul Husna¹, Yusriaina²

^{1,2} Universitas Islam Negeri Ar-Raniry Banda Aceh

Correspondence Email: 180102073@student.ar-raniry.ac.id

Abstract

In Islam, when *murtahin* gives debt to *rahin*, it is not justified to take benefits or additions to the debt. This is because *al-rahin* is a *tabarru'* contract which is a mutual assistance contract without any reward and solely to expect the pleasure and reward of Allah, not to seek personal gain or additional income. In reality, the practice of a money loan agreement with motorcycle collateral in Lhok Keutapang Village, Pidie Subdistrict, Pidie Regency, where the *murtahin* provides debt with motorcycle collateral with the intention of seeking profit, and requires additional debt. The formulation of this research problem is how the practice of money loan agreements with motorcycle collateral in Lhok Keutapang Village, Pidie Subdistrict, Pidie Regency, and how the analysis of late fees in this practice. This research uses the type of field research with descriptive analysis, through data collection techniques, namely observation, interviews and documentation. The results showed that debt and credit in this village is done verbally on the basis of mutual trust. In practice where *rahin* owes money in the amount of Rp.2,000,000 which will be paid in three months, and within this period *rahin* submits his motorcycle as collateral. And *murtahin* gives conditions to *rahin* if the debt is not paid within the agreed time period, there will be a fine for the delay of Rp.300,000. Also according to the concept of *rahin*, the practice of money loan agreements with motorcycle collateral that occurs in Lhok Keutapang village is contrary to Islamic law because it is included in the practice of loan sharks. Therefore, this kind of debt and credit practice must be stopped or there must be a policy from the village apparatus.

Keywords: Aceh, Agreement, Islamic Contract Law, Pidie Regency, and *Rahn*

Abstrak

Dalam Islam, ketika *murtahin* memberikan utang kepada *rahin*, tidak dibenarkan mengambil manfaat atau tambahan atas utang tersebut. Hal ini dikarenakan *al-rahn* merupakan akad *tabarru'* yaitu akad tolong menolong tanpa imbalan dan semata-mata hanya untuk mengharap ridha dan pahala dari Allah, bukan untuk mencari keuntungan pribadi atau tambahan penghasilan. Pada kenyataannya, praktik perjanjian pinjaman uang dengan jaminan sepeda motor di Desa Lhok Keutapang Kecamatan Pidie Kabupaten Pidie, di mana pihak *murtahin* memberikan utang dengan jaminan sepeda motor dengan maksud mencari keuntungan, dan mensyaratkan adanya tambahan utang. Rumusan masalah penelitian ini adalah bagaimana praktik perjanjian pinjaman uang dengan jaminan sepeda motor di Desa Lhok Keutapang Kecamatan Pidie Kabupaten Pidie, dan bagaimana analisis terhadap denda keterlambatan dalam praktik tersebut. Penelitian ini menggunakan jenis penelitian lapangan (field research) dengan analisis deskriptif, melalui teknik pengumpulan data yaitu observasi, wawancara dan dokumentasi. Hasil penelitian menunjukkan bahwa utang piutang di desa ini dilakukan secara lisan atas dasar saling percaya. Dalam praktiknya dimana *rahin* berhutang uang sebesar Rp.2.000.000 yang akan dibayar dalam jangka waktu tiga bulan, dan dalam jangka waktu tersebut *rahin* menyerahkan sepeda motornya sebagai barang jaminan. Dan *murtahin* memberikan syarat kepada *rahin* apabila hutang tersebut tidak dibayar dalam jangka waktu yang telah disepakati, maka akan dikenakan denda keterlambatan sebesar Rp.300.000,-. Selain itu menurut konsep *rahn*, praktik perjanjian utang piutang uang dengan jaminan sepeda motor yang terjadi di Desa Lhok Keutapang bertentangan dengan hukum Islam karena termasuk ke dalam praktik rentenir. Oleh karena itu, praktik utang piutang semacam ini harus dihentikan atau harus ada kebijakan dari aparat desa.

Kata kunci: Aceh, Hukum Perjanjian Islam: Aceh, Islam, Kabupaten Pidie, dan *Rahn*

INTRODUCTION

There are so many *muamalah* activities that are often carried out by the society, such as buying and selling, renting, debt and credit, and even pawning.¹ It is all done to fulfill the needs of his life. It can be seen that humans are social creatures, where everything needs the help of others. In

¹ Yusnedi Achmad, *Aspek Hukum Dalam Ekonomi* (Yogyakarta: Deepublish, 2015).

the teachings of Islam we are commanded to help each other.² The form of help can be in the form of gifts and can also be in terms of loans or accounts payable. There are several practices of debt and credit agreements in the society, one of which is a debt and credit agreement without collateral called *qardh* and a debt and credit agreement with collateral or *rahn*. *Rahn* is to make control of an object as collateral for receivables with the aim that the debt is guaranteed to fulfill its payment in the event of difficulty in payment.³ The legal basis is as in the Qur'an surah Al-Baqarah 283:

"And if you are traveling (doing business not in cash) and you do not have a scribe, then let there be a security held by the creditor. But if some of you trust others, let the trustee fulfill his trust and let him fear his Lord. And do not conceal your testimony, for whoever conceals it has, indeed, a sinful heart. Allah knows best what you do."

This pawn practice (*rahn*) needs to fulfill at least the pillars, followed by the fulfillment of the conditions. In fiqh rules there are rules regarding the mandatory fulfillment of pillars and conditions so that it becomes a benchmark for whether something is valid or not. According to Anwar in the book *Islamic Fiqh*, the pillars and conditions for the validity of the pawn agreement are as follows⁴:

1. *Ijab qabul* or *sighat*, this can be done either in written or oral form but it must contain the intention of a pawn agreement between the parties.
2. People who transact or *aqid*, the conditions that must be met for people who transact pawn, namely *rahin* or pawn giver and *murtahin* or pawn recipient are mature, reasonable, of their own free will.
3. The existence of pawned goods or *marhun*, the conditions that must be met are that they can be handed over, useful, belong to *rahin* or the person who pawns, clear, not united with other assets, fixed or movable assets

² Hukumonline, 'Contoh Kasus Pelanggaran Hak Cipta dan Mekanisme Penyelesaiannya', hukumonline.com, 2021, <http://www.hukumonline.com/berita/a/kasus-pelanggaran-hak-cipta-lt61a46acac754c/>.

³ Wahyu Akbar et al., 'Optimization of Sharia Banking Regulations in Developing the Halal Cosmetic Industry in Indonesia', *Jurnal Ilmiah Al-Syir'ah* 22, no. 1 (2024): 1-12, <https://journal.iain-manado.ac.id/index.php/JIS/article/view/2611>.

⁴ Abdurrahman Al-Juzairi, *Fikih Empat Mazhab*, trans. Nabhadi Idris, 4th ed. (Jakarta: Pustaka Al-Kautsar, 2017).

In practice, a money loan agreement with a motorcycle collateral in Lhok Keutapang village is like an interview that researchers conducted with Mrs. Sarah as *rahin*, where *rahin* owes Rp.2.000.000 which will be paid in three months, and within that period *rahin* submits his motorcycle as collateral.⁵ Then *murtahin* gave conditions to *rahin* if the debt was not paid within the agreed time period, there would be a fine for the delay of Rp. 300.000. This fine of course contains elements of *riba* which are forbidden by sharia. In general, a fine is a form of punishment involving money that must be paid in a certain amount. Fines are a type of *ta'zir* punishment. *Ta'zir* according to the language is *ta'dib* which means to teach a lesson. The purpose of fines or *ta'zir* is prevention, making the perpetrator deterrent, correction, education.⁶

The stipulation of the fine set at the beginning of this agreement contains elements of *Riba qardh*. *Riba of qardh* is a benefit or a certain level of excess required against the debtor. According to the Hanafis, any loan that benefits the lender is haram as long as it is stipulated in the contract, otherwise it is permissible.

In this case many *rahin* are burdened by these regulations which inevitably must be accepted by them. And a small number of other *rahin* feel unburdened because they are sure they can pay off the debt before maturity. Seeing this makes this practice very profitable for one party, namely the *murtahin* and very detrimental to the *rahin* who could have eliminated the element of helping in the pawn practice. Because of these problems, I am interested in researching further about "Analysis Of The Practice Of Money Loan Agreement With Motor Currency According To The Rahn Concept In Lhok Keutapang Village, Pidie Regency"

RESULTS AND DISCUSSION

Analysis of the Practice of Money Loan Agreement with Motorcycle Collateral in Lhok Keutapang Village, Pidie District, Pidie Regency

⁵ Husni Jalil et al., *Hukum Pemerintahan Daerah dalam Perspektif Otonomi Khusus* (Makasar: CV. Social Politic Genius (SIGn), 2017).

⁶ Muhammad Siddiq Armia et al., 'Post Amendment of Judicial Review in Indonesia: Has Judicial Power Distributed Fairly?', *Journal of Indonesian Legal Studies* 7 (2022): 525,
<https://heinonline.org/HOL/Page?handle=hein.journals/jils7&id=529&div=&collection=>

The data that the author presents in this chapter is data collected through observations and interviews with the parties involved, namely murtahin as the person who owes and receives the pawned goods and rahin as the person who pawned the goods.⁷

Tabel 1
Profil Informan

No	Name	Description
1	Rosmala Dewi	Pawn Receiver / the person who pawned and received the pawn goods (<i>Murtahin</i>)
2	Sarah	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
3	Fatimah	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
4	Mauliyanti	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
5	Khairunnisa	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
6	Nur Rahmi	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
7	Putri	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)
8	Asiah	Pawn Giver / the person who pawned the goods (<i>Rahin</i>)

Pawn (*rahn*) is an activity that occurs in society and is inherent in human life. One of the causes of this transaction is based on economic factors. Pawn in Islam is not something that is prohibited if done in accordance with the applicable pillars and conditions. Therefore, this pawn transaction is a transaction carried out by the Lhok Keutapang gampong society.⁸

Based on an interview with Mrs. Rosmala Dewi as the pawn recipient (*murtahin*), she said "the reason for doing this transaction is to help each other, because many people need money suddenly and come to her house to ask for help, and to increase income".

⁷ Husni A. Jalil and Tia Wirnanda, 'Wali Nikah Fasik (Studi Perbandingan Mazhab Hanafi Dan Mazhab Syafi'i)', *Media Syari'ah: Wahana Kajian Hukum Islam Dan Pranata Sosial* 22, no. 1 (2020): 82-92, <https://jurnal.ar-raniry.ac.id/index.php/medsyar/article/view/6533>.

⁸ Armia et al., 'Post Amendment of Judicial Review in Indonesia'.

In practice, *rahin* who want to lend a loan to meet their needs come to *murtahin* to make a loan. Based on the results of interviews with Sarah's mother as the person who gave the pawn / the person who pawned the goods (*rahin*), where Sarah's mother said that "I once owed money where I owed Rp.2.000.000 which would be paid in three months, and within that period I handed over a motorcycle as collateral. And Mrs. Rosmala Dewi as *murtahin* gave me a condition that if the debt was not paid within the agreed time period, there would be a fine for the delay of Rp.300.000. Mrs. Sarah also explained that if there is a delay in the payment of pawn money, there will be an additional fee given every month of Rp.300.000.

So it can be understood that in the practice of money loan agreements with motorcycle collateral in Lhok Keutapang village, where *rahin* wants to owe money, there must be a motorcycle guarantee first. If the *rahin* does not pay off the debt when the payment is due, an additional monthly fee of Rp. 300.000 will be charged.

The responses from *rahin* and *murtahin* related to the additional costs of this debt are like the interview that researchers conducted with Mrs. Fatimah as *rahin*. Mrs. Fatimah said the additional costs given were reasonable because if the debtor did not return the debt at the specified time then there were consequences so with this, it made the debtors more punctual in paying debts.⁹

Meanwhile, according to Mrs Mauliyanti, something done with an addition is not allowed because it is included in usury and forbidden by Islam, but because there is no other choice, she is forced to do this transaction to meet the needs of family life.

The *murtahin* explained that with the addition of this debt, it will get a profit. Mrs. Rosmala Dewi also said that it was a risk for people who wanted to get into debt and this was done by agreement between the two parties and it was not a problem.

The reason why the people of Lhok Keutapang Village, Pidie District, Pidie Regency carry out this motorcycle pawn transaction is because of the urgent economic constraints, so inevitably they carry out the debt transaction. As an interview conducted by researchers with Mrs. Khairunnisa explained that the reason I owe money is because of the lack

⁹ Chairul Fahmi, 'The Snouck Hurgronje's Doctrine in Conquering the Holy Revolts of Acehnese Natives', *Heritage of Nusantara: International Journal of Religious Literature and Heritage* 10, no. 2 (20 December 2021): 248-73, <https://doi.org/10.31291/hn.v10i2.628>.

of family income and other urgent matters such as school fees and other daily needs.

This motorcycle pawn transaction is only carried out verbally, as an interview with Mrs. Nur Rahmi said that during this motorcycle pawn transaction there has never been a dispute between the two parties between *rahin* and *murtahin* even though the transaction was only carried out verbally.

The results of interviews with Mrs. Putri as *rahin* said that the benefits obtained from pawning her motorcycle are getting loans with a fast time to meet urgent needs such as daily needs, medical expenses, business capital, and other needs. Mrs. Asiah also said that there are disadvantages for her, such as not being able to use her vehicle for daily use because it has been pawned, but if she is late in paying there is a fine.¹⁰

The negative impact on the *murtahin* and *rahin* of taking additional debt contains the element of *riba*. For *murtahin* or people who owe and receive pawned goods, *riba* is something that is obtained unfairly.

Riba takers use their money to command others to work and return it. *Riba* makes a person selfish, greedy, miserly and a slave to wealth. *Riba* can also eliminate the element of mutual help and the rich oppressing the poor. If the poor are late in paying their debts, the rich will collect additional debts. Meanwhile, the negative impact of people in debt is that they become dependent on debt and can harm themselves by being burdened with the cost of borrowed money.

So it can be seen that in the practice of a money loan agreement with a motorcycle collateral that occurs in Lhok Keutapang Village, Pidie District, Pidie Regency, there is indeed an addition to the debt. Where the *murtahin* gives the debt is not based on a sense of helping but to increase income. This clearly has an element of *riba* in it, but the people of Lhok Keutapang village continue to carry out this transaction because of their forced circumstances and weak economic conditions.

Load agreement with motorcycle collateral in Pidie Regency.

As explained in the discussion above, the practice of money agreements with motorcycle collateral in Lhok Keutapang Village, Pidie District, Pidie Regency is carried out based on the agreement of both parties

¹⁰ Chairul Fahmi, 'Pajak Dalam Syariat Islam: Kajian Normatif Terhadap Kedudukan Wajib Pajak Bagi Muslim', *Ekbisi* 5, no. 1 (2010), <https://ejournal.uin-suka.ac.id/syariah/Ekbisi/article/view/2648>.

between murtahin (the person who owes and receives the pawned goods) and rahin (the person who gives the pawn) orally on the basis of mutual trust. An oral agreement is an agreement between the two parties made orally or unwritten. Oral agreements do not have strong laws because oral evidence is not an evidence in the agreement. Therefore, both parties must honestly fulfill the agreements made.

Juridically, the pawn agreement is not determined whether it must be written or unwritten. But basically, the purpose of the pawn agreement is made to create a legal relationship between the person receiving the pawn (murtahin) and the person giving the pawn (rahin) so that the rights and obligations of each party arise in accordance with the specified agreement. Therefore, it is better if the agreement is made in writing so that it has legal force in the event of a dispute or one of the parties does not fulfill the rights and obligations that have been determined.¹¹

The command to write down debts is understood by many scholars as a recommendation, not an obligation. The command to write can include a command to both parties to the transaction (one of them) and if they are not good at writing then they should look for a third person, that is, correctly not violating the provisions of Allah and the laws that apply in society. Allah advises the writers and the witnesses not to be reluctant (to provide information) when they are called (to be witnesses) because this reluctance can result in a right or become a victim. Witnesses in this case are people who can be asked for testimony (recognition) for what they see with their own eyes and not from the knowledge of others.

From the results of the research that has been carried out, that the practice of money loan agreements with motorcycle collateral that occurs in the village of Lhok Keutapang, Pidie District, Pidie Regency, there are additions to debts that contain elements of riba. Riba in language means *ziyadah* or addition which means growing and increasing. According to the term riba means taking extra from the principal or capital. The definition of riba in other explanations is the taking of additions, both in buying and selling transactions and lending and borrowing unlawfully or contrary to the principles of muamalat in Islam.

¹¹ Husni Abdul Jalil, Badrul Munir, and Setia Wahyudi, 'NAZHIR'S ABILITY TO REALIZE PRODUCTIVE WAQF IN ACEH CITY', *Dusturiyah: Jurnal Hukum Islam, Perundang-Undangan Dan Pranata Sosial* 14, no. 1 (2024): 157-77, <https://jurnal.ar-raniry.ac.id/index.php/dustur/article/view/22783>.

From this explanation, it can be understood that the riba that occurs in the practice of money loan agreements with motorcycle collateral in Lhok Keutapang village, Pidie Regency is qardh riba. Qardh riba can be interpreted as an addition to debt or return of benefits/profits that have been required at the beginning of the contract. In addition to the qardh riba mentioned above, there are several other types of riba such as riba of jahiliyah. Riba of jahiliyah is an addition required at the time of maturity of debt repayment, as compensation for extending the period of debt.¹²

Apart from the practice of debt and credit, it turns out that riba can also occur in the practice of buying and selling. Which riba is divided into riba fadhl and riba nasi'ah. Riba fadhl is the exchange of similar goods with different levels or doses and the goods that are issued are included in the type of ribawi goods. And riba of nasi'ah is the suspension of the delivery or receipt of the type of ribawi goods exchanged for other types of ribawi goods. This riba of nasi'ah occurs because of the difference, change or addition between what is delivered now and what is delivered later.¹³

Islam strictly prohibits the practice of usury in the economy of mankind. Allah SWT through the Qur'an with four stages of prohibition, namely:

1. Allah provides an understanding that usury will not add to the goodness in the sight of Allah. Allah says in the Qur'an surah Ar-Rum: 39

وَمَا آتَيْتُم مِّن رِّبَا لِّيَرْبُو فِي أَمْوَالِ النَّاسِ فَلَا يَرْبُو عِنْدَ اللَّهِ ۖ وَمَا آتَيْتُم مِّن زَكَاةٍ تُرِيدُونَ وَجْهَ اللَّهِ فَأُولَٰئِكَ هُمُ الْمُضْعِفُونَ

"And whatever riba (extra) you give that it may increase in the wealth of men, it does not increase in the sight of allah. And what you give in the form of zakat that you intend to achieve the pleasure of allah, then (those who do so) are those who multiply (their reward)." (QS. Ar-Ruum [30] : 39).

¹² Cut Afra, Nahara Eriyanti, and Nasr Mohamed Arif, 'SETTLEMENT OF DEFECTS IN MURABAHAH FINANCING AT BANK ACEH SYARIAH REGIONAL BIREUEN, INDONESIA', *JURISTA: Jurnal Hukum Dan Keadilan* 7, no. 2 (31 December 2023): 201-21, <https://jurista-journal.org/index.php/jurista/article/view/78>.

¹³ Chairul Fahmi, 'The Application of International Cultural Rights in Protecting Indigenous Peoples' Land Property in Indonesia', *AlterNative: An International Journal of Indigenous Peoples*, 8 March 2024, 11771801241235261, <https://doi.org/10.1177/11771801241235261>.

2. Allah gives a description of the punishment for the Jews with one of its characters who have eaten usury. Allah SWT says in the Qur'an surah An-Nisa': 160-161

وَأَخَذْنَاهُمُ الرِّبَا (160) فَمِظْلِمٍ مِنَ الَّذِينَ هَادُوا حَزَّوْنَا عَلَيْهِمُ طِبْيَاتٍ أُحِلَّتْ لَهُمْ وَبِصَدِّهِمْ عَنْ سَبِيلِ اللَّهِ كَثِيرًا
(161) وَقَدْ هُمُوا عَنْهُ وَأَكْلِهِمْ أَمْوَالَ النَّاسِ بِالْبَاطِلِ وَأَعْتَدْنَا لِلْكَافِرِينَ مِنْهُمْ عَذَابًا أَلِيمًا

"So because of the injustice of the Jews, We have forbidden them to eat the good things that were once lawful for them, and because they prevented many from the way of Allaah (160), and because they took usury when they had been forbidden to do so, and because they took people's property by false means. We have prepared for those who disbelieved among them a painful punishment (161)." (QS. An-Nisa' [4] : (160-161).

3. Allah SWT prohibits eating usury that multiplies. Allah says in the Qur'an surah Ali Imran: 130

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا الرِّبَا أَضْعَافًا مُضَاعَفَةً ۖ وَاتَّقُوا اللَّهَ لَعَلَّكُمْ تُفْلِحُونَ

"O you who believe, do not eat riba with a double. eat usury with double. And fear Allah that you may have good fortune." (QS. Ali Imran [3]: (130).

4. Allah SWT strictly prohibits all types of usury. Allah says in the Qur'an surah Al-Baqarah: 279.

فَإِنْ لَمْ تَفْعَلُوا فَأْذَنُوا بِحَرْبٍ مِنَ اللَّهِ وَرَسُولِهِ وَإِنْ تُبْتُمْ فَلَكُمْ رُءُوسُ أَمْوَالِكُمْ لَا تَظْلِمُونَ وَلَا تُظْلَمُونَ

"So if you do not do (leave the remaining usury), then know that allah and his messenger will fight you. And if you repent (from taking usury), then as for you, your wealth will not be wronged nor will you be wronged." (QS. Al-Baqarah [2] : (279).

With the verses that prohibit the practice of usury in the economy of mankind, all humans should abandon usury in their economic activities in order to be classified as believers.¹⁴ Only people who do good deeds will be rewarded with heaven by Allah SWT. From these verses it can be understood that all types of debt loans that provide benefits or benefits for the party providing the

¹⁴ Chairul Fahmi and Syarifah Riyani, 'ISLAMIC ECONOMIC ANALYSIS OF THE ACEH SPECIAL AUTONOMY FUND MANAGEMENT', *Wahana Akademika: Jurnal Studi Islam Dan Sosial* 11, no. 1 (2024): 89-104, <https://doi.org/10.21580/wa.v11i1.20007>.

loan are prohibited, if it is required or promised at the beginning of the contract. But if it is not required at the beginning of the contract but only the initiative or intention of the person who owes then to exceed the payment of the debt then this is allowed. This is the view of the Shafi'iyyah and Hanbalis that it is not permissible to take advantage of *qardh*, such as giving *qardh* in order to get profit or excess, because *qardh* is intended as a contract of affection, or to bring family relations closer together.¹⁵

The scholars are unanimous in their opinion that any loan that takes advantage of a benefit is interest. As Shaykh 'Abdurrahman ibn Nasir As-sa'di said, any form of debt and credit in which there is a benefit is tantamount to exchanging dirhams for dirhams or rupiahs for rupiahs, then the benefit is delayed. Ibn al-Qudamah mentioned that any loan that requires an additional payment is haraam. There is no dispute about this among the scholars. Ibn Qudaamah then cited the words of Ibn Mundzir. He said that the scholars are unanimously agreed that if the lender stipulates that the debtor should give something extra or a gift, and the debtor complies with that stipulation, then taking that extra is *riba*.¹⁶

In reality, in the practice of money loan agreements with motorcycle collateral in Lhok Keutapang Village, Pidie Subdistrict, Pidie Regency, where *murtahin* provides money debts not with the aim of helping but to seek more profit is not in accordance with Islamic law.¹⁷ Because what is called debt and credit is a form of helping and doing good. However, if it is required that there is an addition when returning the debt, then it has gone out of the main purpose of lending, which is to help, and the additional taking is *riba*.¹⁸

¹⁵ Panji Adam, *Hukum Islam: Konsep, Filosofi dan Metodologi* (Jakarta: Sinar Grafika, 2021).

¹⁶ Abdul Aziz, *Ekonomi Politik Monopoli* (Surabaya: Airlangga University Press, 2019).

¹⁷ Chairul Fahmi and Wira Afrina, 'ANALYSIS OF LEGAL ASPECTS ON DEBT TRANSFER FROM CONVENTIONAL BANK TO SHARIA BANK POST THE APPLICATION OF QANUN ACEH NO. 11 OF 2018', *Al-Mudharabah: Jurnal Ekonomi Dan Keuangan Syariah* 4, no. 1 (23 July 2023): 28-39, <https://www.journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

¹⁸ Lee Swepston, 'Indigenous and Tribal Peoples and International Law: Recent Developments', *Current Anthropology* 30, no. 2 (1989): 259-64, <http://www.jstor.org/stable/2743560>.

So based on the explanation above, it can be concluded that the practice of money loan agreements with motorcycle collateral in Lhok Keutapang Village, Pidie Subdistrict, Pidie Regency is prohibited because in practice there are additional conditions on debt which contain elements of usury qardh and this kind of debt and credit practice can also be included in the practice of loan sharks. Therefore, the practice of money loan agreements with motorcycle collateral in Lhok Keutapang Village, Pidie District, Pidie Regency must be stopped and eliminated in society life because it is not in accordance with Islamic law.

CONCLUSION

Based on the discussion and research results as stated in the previous chapters, it can be concluded that:

1. Analysis of the practice of money loan agreements with motorcycle collateral reviewed according to the concept of rahn in Lhok Keutapang Village, Pidie District, Pidie Regency is carried out based on an agreement between the two parties, namely the lender and the recipient of the debt verbally on the basis of mutual trust. In practice, rahn who wants to owe money must provide his motorcycle as collateral. In the return, if there is a delay in payment, the murtahin requires an addition to the debt which causes the transaction to contain elements of usury qardh which is forbidden by the Sharia and this kind of practice has similarities or is the same as the practice of loan sharks in general where the murtahin makes a living by lending money.
2. The review according to the concept of rahn on the practice of money loan agreements with motorcycle collateral that occurs in the village of Lhok Keutapang, Pidie District, Pidie Regency where murtahin provides debt not with the intention of helping (ta'awun) but to seek personal gain or additional income, which is contrary to the concept of rahn because al-rahn is a tabarru' contract (mutual help contract without any reward).

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