

MANAGEMENT OF AMANAH PRODUCT'S FINE FUNDS AT PT PEGADAIAN SYARIAH KCP KEUTAPANG, ACEH BESAR DISTRICT, INDONESIA

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Abstract

A fine is a penalty in the form of having to pay in the form of money for violating applicable rules, laws and norms or for failing to comply with an agreement that was agreed upon at the outset. Amanah product is one of the products at Pegadaian Syaria'ah which purchases and procures two-wheeled or four-wheeled motorized vehicles for personal use and company needs. In this product, the contract used initially was a mudharabah contract, but currently the contract used is a rahn tasjily contract. This thesis is focused on answering three important things, 1) How is the determination and amount determined for customers who make arrears at PT Pegadaian Syariah KCP Keutapang, 2) How is the management of trust fund fines at PT Pegadaian Syari'ah KCP Keutapang, 3) What is the legal perspective Islam regarding the management of trust fund fines at PT Pegadaian Syari'ah KCP Keutapang. This type of research is qualitative and uses a descriptive analysis method. Sources of data used include primary and secondary data. The results showed that the amount of fines in this product is a minimum of 0.4% and a maximum of 4% of the wine value. For example, the installment is Rp. 100,000 if 4% of the fine is four thousand out of one hundred thousand. If the loan is four million, Rp. 4% is taken. 400,000 per month. However, if the installment payment is only a matter of days late, the fine is only 0.4% per week. The imposition of this fine is carried out when the customer is due when the contract is initiated, then the management of fine funds is allowed even though there are some scholars who forbid it, but if you look at the DSN MUI fatwa, fine funds are allowed to be taken if they are used in accordance with Islamic sharia provisions. From the point of view of management and distribution of fines, the funds obtained were indeed used in accordance with Islamic principles, such as the repair and construction of houses of worship, both mosques and prayer rooms, for the benefit of education.

Keywords: Aceh, Management, Fine Funds, PT Pengadaian, Trust Products,

Abstrak

Denda adalah hukuman berupa keharusan membayar dalam bentuk uang karena melanggar peraturan, hukum, dan norma yang berlaku atau karena tidak memenuhi perjanjian yang telah disepakati di awal. Produk Amanah merupakan salah satu produk di Pegadaian Syariah yang melakukan pembelian dan pengadaan kendaraan bermotor roda dua atau roda empat untuk keperluan pribadi maupun keperluan perusahaan. Pada produk ini, akad yang digunakan pada awalnya adalah akad mudharabah, namun saat ini akad yang digunakan adalah akad rahn tasjily. Skripsi ini difokuskan untuk menjawab tiga hal penting, 1) Bagaimana penetapan dan besaran yang ditetapkan bagi nasabah yang melakukan tunggakan di PT Pegadaian Syariah KCP Keutapang, 2) Bagaimana pengelolaan denda dana titipan di PT Pegadaian Syariah KCP Keutapang, 3) Bagaimana perspektif hukum Islam tentang pengelolaan denda dana titipan di PT Pegadaian Syariah KCP Keutapang. Jenis penelitian ini adalah kualitatif dan menggunakan metode deskriptif analisis. Sumber data yang digunakan meliputi data primer dan sekunder. Hasil penelitian menunjukkan bahwa besarnya denda pada produk ini adalah minimal 0,4% dan maksimal 4% dari nilai taksiran. Sebagai contoh, cicilannya adalah Rp. 100.000 jika 4% dari denda adalah empat ribu dari seratus ribu. Jika pinjamannya empat juta, maka diambil 4% dari Rp. 400.000 per bulan. Namun, jika pembayaran cicilan hanya telat hitungan hari, dendanya hanya 0,4% per minggu. Pengenaan denda ini dilakukan pada saat nasabah jatuh tempo ketika akad dimulai, maka pengelolaan dana denda diperbolehkan meskipun ada sebagian ulama yang mengharamkannya, namun jika melihat fatwa DSN MUI, dana denda diperbolehkan diambil jika digunakan sesuai dengan ketentuan syariah Islam. Dari sisi pengelolaan dan penyaluran dana denda, dana yang diperoleh memang digunakan sesuai dengan prinsip-prinsip Islam, seperti perbaikan dan pembangunan rumah ibadah baik masjid maupun mushola untuk kepentingan pendidikan.

Kata kunci: Aceh, Produk Amanah, Pengelolaan, Dana Denda, PT Pegadaian

INTRODUCTION

PT Pegadaian Syariah as one of the BUMNs in Indonesia which has a function as an institution that helps people who need money, by providing easy and fast money lending procedures. PT Pegadaian Syariah

is a non-bank financial institution that provides financing in the form of cash advances to parties in need with certain collateral in accordance with the conditions set by the pawnshop. In distributing financing to its customers, the management of the Pawnshop Corporation often encounters risks that must be resolved to protect the interests of the Pawnshop Corporation company, especially in terms of defaults made by consumers in the form of delays and arrears of funds that must be paid in instalments to PT Pegadaian in accordance with the predetermined time provisions.¹

One of the protection efforts to protect the interests of PT Pegadaian Syariah from consumer default is the application of fines in every financing provided to consumers accompanied by an agreement clause in the financing contract. Amanah financing is one of the Sharia principled financing to permanent employees and micro entrepreneurs so that they can own a motorbike or car in instalments in new or second-hand conditions. With the emergence of services in financing motorised vehicles or cars for employees offered by Pegadaian Syari'ah, it is possible that everyone can finance motorised vehicles.²

Amanah products are one of the products available at PT Pegadaian Syari'ah. Amanah is the purchase and procurement of motorised vehicles, whether two-wheeled (motorbike) or four-wheeled (car), which aims for personal or company purposes and is generally for personal use. In this product, the contract used initially was a *mudharabah* contract, but at this time the contract used is a rahn tasjily contract. *Rahn Tasjily* is also known as *Rahn Tamini* or Rahn Rasmi (*Rahn Hukmi*), which is a guarantee in the form of goods for debt with an agreement that what is submitted to the recipient of the guarantee (*murtahin*) is only legal proof of ownership, while the physical collateral item (*marhun*) remains in the control and use of the guarantor (*rahin*).³

Based on the results of the interview, it is explained that in the *rahn tasjily* contract the collateral held is proof of vehicle ownership in the form of BPKB while the vehicle is directly handed over to the customer. The purchase of the vehicle is made in cash by the pawnshop then the vehicle is loaned to the customer with the condition that the customer must maintain

¹ Zainal Aikin and Wira Pria Suhartana, *Pengantar Hukum Perusahaan* (Jakarta: Kencana, 2016).

² Yusnedi Achmad, *Aspek Hukum Dalam Ekonomi* (Yogyakarta: Deepublish, 2015).

³ Hasbi Ash-Shiddiqie, *Pengantar Fikih Muamalah* (Jakarta: Sinar Bintang, 2021).

the vehicle. This is because even though the BPKB is in the name of the customer, the contract and the law are in the name of the pawnshop.⁴

The pawnshop has a partner (cooperation) with the dealer. This is because if there are no partners, the pawnshop will not sell instalments. With the cooperation, the dealer will provide even in instalments. Amanah products themselves have obstacles in procuring motorised vehicles from dealers as well as banks. Whereas the pawnshop does not benefit except from the rest of the leasing. This is because pawnshops and banks have cheaper rates compared to leasing, which does not provide marketing fees to its dealers. Unlike leasing, which gets up to 4-5% (about 1 million) of the profit of the motorised vehicle from the dealer. Therefore, the dealer does not want to give the goods or units to the pawnshop unless there is no request from the leasing.⁵

This does not only happen in pawnshops, even if someone wants to buy a vehicle in cash at the dealer, the dealer says that the requested vehicle is not available, but if through leasing the goods are available directly. Likewise, the pawnshop does not immediately provide the requested vehicle because the obstacle from the pawnshop is the procurement of the unit from the dealer. Even though there is cooperation, the procurement of units does not exist because the pawnshop cannot provide promotional or marketing costs to its dealers. This is like Adira, they provide marketing costs to their dealers from 3 to 4 million while the pawnshop only provides around 1%. The dealer gets feedback from the party that pays the promotional fee.⁶

Some of the advantages of the Amanah product financing service from Pegadaian Syariah are as follows: Firstly, the transaction process is based on sharia principles that are fair and prosperous for the community in accordance with MUI Fatwa 92/DSN-MUI/IV/2014. Second, there are more than 4000 pawnshop outlets throughout Indonesia. There is a brochure of Pegadaian Syaria'h about Amanah Products. Third, the down

⁴ Aikin and Suhartana, *Pengantar Hukum Perusahaan*.

⁵ Abdul R Saliman, *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus* (Jakarta: Kencana, 2020).

⁶ Mardani, *Fikih Ekonomi Syariah* (Jakarta: Kencana, 2019).

payment is affordable. Fourth, the administration fee (mu'nah) is very competitive against the estimated amount.⁷

Giving fines (ta'widh) to customers in motor vehicle financing (Amanah) is one of the forms of muamalah transactions in which there is no evidence that prohibits it, so giving fines (ta'widh) may be done. Basically, the original law of all forms of *muamalah* is permissible to do except when there is evidence that forbids it. When referring to DSN-MUI Fatwa No. 129 of 2019 concerning Real Costs as *Ta'widh* Due to Default (*at-takallif al-fi'liyah annasyi ah an-nukul*), the amount of ta'widh must refer to real costs. *Ta'widh* is compensation and cannot be stated in the contract, because the real costs have not yet been incurred.⁸

In practice, customer A has an instalment of Amanah product financing at PT Pegadaian Syariah Keutapang which should pay by the 20th, but will be charged a ta'widh fee of 4% if it exceeds the due date. The time interval from the set date, namely the 20th, as a result makes PT Pegadaian Syariah KCP Keutapang employees have to call or even go to the customer's house. The costs incurred due to late payment will be calculated into the costs that must be borne by the customer so that what is reimbursed by the customer must be a substitute for the real costs incurred due to the customer's delay.

Based on the above description, an in-depth study is needed on the management and use of fine funds in the Sharia Pawnshop sector. The main question is whether the management of fine funds in the Pawnshop is in accordance with Islamic law? So to answer the above questions the author formatted to conduct research at the Sharia Pegadaian Corporation with the title "Management of Amanah Product Fines at PT Pegadaian Syariah KCP Keutapang".

In line with the problems / cases described by the author which is one part of the problem under study, the author formats the objectives of this study as follows: To find out the determination and amount set for customers who are in arrears at PT Pegadaian Syariah KCP Keutapang, To find out the mechanism for managing trust product fines at PT Pegadaian Syari'ah KCP Keutapang and To find out the perspective of Islamic law on

⁷ Mustofa Hasan, 'APLIKASI TEORI POLITIK ISLAM PERSPEKTIF KAJIDAH-KAJIDAH FIKIH', *Madania: Jurnal Kajian Keislaman* 18, no. 1 (10 June 2014): 97-108, <https://ejournal.iainbengkulu.ac.id/index.php/madania/article/view/2>.

⁸ Hasan.

the management of trust product fines at PT Pegadaian Syari'ah KCP Keutapang.

Thesis prepared by M. Indra Nuralim from the faculty of Sharia and law UIN Ar-Raniry Banda Aceh in 2020 with the title "Penalty Determination System on Arrears of Gold Pawn Repayment at Perum Pegadaian Syariah KCP Keutapang (Study of Fines in Rahn Agreements). People who are in a very limited financial capacity but have needs and lifestyles that require them to get a product they need, so various alternatives are taken to realise this need and their preference for products, namely by one of them including by pawning one of their possessions. In this study, the object of research is the Pegadaian Syari'ah KCP Keutapang company, which is a credit institution with a pawn system (rahn). In this case, the problem and research objectives are how the calculation of fines imposed on debtors who delay in repaying debts, then how the gold pawn repayment system at PT Pegadaian Syari'ah Keutapang in Islamic Law Perspective. This research uses descriptive analysis method and the results obtained are analysed qualitatively, primary data obtained by making observations and conducting interviews directly with the Pegadaian Syari'ah.⁹

Based on the results of the study, it shows that the system regarding the calculation of fines applied by the Sharia Pawnshop there are stages that need to be considered by the customer and from the Sharia Pawnshop, First, analysing customers who will be due for installments of principal payments, Second, if the customer has passed the due date of the installment payment, the pawnshop will impose a fine on every late installment payment, which exceeds the due date of the installment with the provision of a large amount of fine, namely 4%. In every gold pawn product in Islamic pawnshops, there are three contracts that are generally used. Each contract used in the gold pawn must have fulfilled the terms and conditions in accordance with the provisions of Islamic law. Thus in detail all the pillars and conditions and procedures contained in the provisions of Islamic law have been fulfilled can be implemented in the practice of gold pawning at Pengadaian Syariah KCP Keutapang.

⁹ Chairul Fahmi, 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)', *TSAQAFAH* 8, no. 2 (30 November 2012): 295-310, <https://doi.org/10.21111/tsaqafah.v8i2.27>.

The difference in this research that will be discussed by the author in this study will be discussed based on a more in-depth perspective of Islamic law regarding the management and use of fine funds in the pawnshop, how the management of the fine fund and how the procedure is, and there are differences in the objects used in determining the fine. While the similarities are both discussing the sanctions for default in the management and use of the fine fund.

Second, prepared by Fuad Anand Harahap from the Faculty of Economics and Business IAIN Padang Sidempuan in 2021 with the title "Analysis of the application of Gold Ar-Rum Product Fines According to the MUI National Sharia Council Fatwa at PT Pegadaian (Persero) UPS. Sibuhuan". This research is motivated by problems in paying instalments made by customers on Gold Ar-Rum products at PT Pegadaian (Persero) UPS. Sibuhuan. This is due to the customer (debtor) who does not keep his promise or does not fulfil his obligations in paying the agreed instalments at the beginning of the contract agreement. Various reasons for customers in this problem, one of which is due to economic factors, personal factors, illness, forgetting and so on. The subjects in this study were customers and the Operations Manager of PT Pegadaian (Persero) UPS. Sibuhuan.¹⁰

The theory used is the understanding of Ar-Rum Gold financing, Ar-Rum Gold Financing Requirements, the process of applying for a loan, the advantages of Gold pawning, pawning, legal basis, terms and conditions of pawning, pawn settlement, utilisation of pawned goods, objectives and benefits of pawnshops, fines, based on Fatwa No.17/DSN-MUI/IX/2000 and Fatwa No. 25/DSN-MUI/III/2002. The fine for Ar-Rum Gold financing products is if there is more money to be paid by the customer in paying the instalments due to the customer's delay on the due date. The purpose of the Ar-Rum Gold product fine is to provide a deterrent effect for customers who break promises or cannot fulfil their obligations according to the agreement stipulated at the beginning of the contract. The technical calculation of Ar-Rum Gold fines is determined in days, which is 0.133%. In its application, the Gold Ar-Rum product fine of PT Pegadaian (Persero)

¹⁰ 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 (2023): 28-39, <http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.

UPS.Sibuhuan is in accordance with MUI Fatwa No. 17/DSNMUI/IX/2000.

The difference is that this research will discuss how the management and use of the product's fine funds and in this study it is clearly aimed at managing the fine funds. While in the above thesis discusses a lot about the requirements in the Arrum gold transaction itself. However, there are similarities, namely discussing the instalment of late fines.

Third, a thesis prepared by Nurmusyahidah from the Sharia faculty of UIN Maulana Malik Ibrahim in 2017 with the title "Customer's View of the Effectiveness of Gold Arrum Fines at the Limited Company of Sharia Pegadaian Unit Bone South Sulawesi". At PT Pegadaian Syariah Bone South Sulawesi the concept and mechanism of fines have several stages. First, analysing customers who are due then given a fine in accordance with the delay in payment. According to customers, the fines from Gold Arrum financing applied by PT Pegadaian Syariah Unit Bone South Sulawesi have been very effective based on three approaches, namely the source approach, process approach and target goal approach. It turns out that the impact of these fines is positive and negative. The difference is that it lies in the research location, the object used. The similarities both explain the objectives of the management of the fine fund.¹¹

Fourth, a thesis prepared by Akbar Mubarak from UIN Ar-Raniry Banda Aceh with the title "Review of Fiqh Muamalah Due to Default Fines on Ba'i Bitsaman 'Ajil Financing at Baitul Qiradh Baiturrahman Baznas Madani Banda Aceh". This research focuses on the process of imposing fines carried out by Baitul Qiradh Baiturrahman Baznas Madani, where the results of the study explain that in the process of imposing fines, a rescue programme is held, in the event that the debtor deliberately or negligently stalls loan payments, while he is able to make payments and his business is developing, then Baitul Qiradh imposes sanctions in the form of daily, weekly and even monthly fines that must be paid at the same time as loan repayment instalments. In the view of Fiqh Muamalah, the imposition of fines is permitted, as long as the nominal fine is reasonable and does not conflict with the Islamic law. What distinguishes it from the author's

¹¹ 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>.

research is that the author's research is focused on the management and use of fines while the thesis above only focuses on the law of determining these fines.

RESEARCH METHODS

In compiling this research, the author used a qualitative research approach. This research generally contains information and information about the main phenomena explored in the research, research participation, and research locations. With this the author will analyse or study the Management of Amanah Product Fines at Perum Pegadaian Syariah KCP Keutapang.¹²

In this study, the type of research method used is descriptive analysis method. In the implementation or application of the type of descriptive research that the author does, namely by going directly to the research location, namely to PT Pegadaian Syari'ah KCP Keutapang, and meeting several employees there, namely as head, manager, and collateral manager to obtain concrete information related to how the Management of Amanah Fines Funds at PT Pegadaian Syariah KCP Keutapang.

To obtain data in accordance with the object of study in the form of primary data and secondary data.¹³ Primary data and secondary data are two sources of data that the author uses to obtain information in this study. In this study, the authors used Field Research and Library Research data collection methods. In conducting this research, researchers used two data collection techniques, namely: Interview and Documentation.

RESULT AND DISCUSSIONS

Determination and amount set by Pegadaian to customers who are in arrears

The loan period for this Amanah product is 1 year to 5 years (12-60 months). The mu'nah (maintenance) fee for this Amanah product is the same as other products, which is around 0.95% of the estimate. The annuity

¹² Marc L. Busch, 'Overlapping Institutions, Forum Shopping, and Dispute Settlement in International Trade', *International Organization* 61, no. 4 (2007): 735-61.

¹³ Muhammad Siddiq-Armia, *Penentuan Metode Dan Pendekatan Penelitian Hukum*, ed. Chairul Fahmi (Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022).

is taken around 1%. This mu'nah fee is taken every time the deposit is made because the customer has given a DP (Down Payment) or down payment at the beginning. As for the service fee, it is taken at the end of the repayment. Apart from the vehicle, nothing can be guaranteed in this product because the condition is the purchase of a vehicle, therefore the guarantee comes from the vehicle purchased. If the vehicle is not purchased then it is a different product, which is commonly called Ar-rum BPKB motorbike which aims for business development and has a different target market. Whereas in this Amanah product aims for vehicle ownership.

Regarding penalties in this product, the minimum is 0.4% and the maximum is 4% of the installment value. For example, the instalment is Rp. 100,000 if the 4% penalty is four thousand of the hundred thousand. If the loan is four million then from the 4% is taken Rp. 400,000 per month. However, if the late payment of the instalment is only a matter of days then the fine is only 0.4% per week. The imposition of this fine is carried out when the customer is due, for example the customer agreed on 5 February, then on 5 March the customer's obligation has arisen, if above that date the customer has been fined. For customers who do not pay the instalments, the vehicle is withdrawn by the pawnshop because the contract clause is clear that if for 3 months the collateral is not paid normally, the collateral can be withdrawn or voluntarily submitted by the vehicle owner.¹⁴

After that there is the term auction which has two stages carried out by the customer. However, the auction system will incur a 2% tax fee from the seller and buyer. For example, the customer still has money that can be obtained from his business, but from this the pawnshop has given SP (Warning Letter) from SP1, SP2, SP3 and previously the pawnshop has also made a call, a visit is made so that the reason for the customer not paying the instalment can be known. If there is no good faith from the customer, the pawnshop has an obligation to be collected in accordance with Islamic law, debts will be collected until the last day. For customers who are out of town and want to pay their instalments, customers can pay through any Sharia-based pawnshop as well, and the pawnshop has also provided application facilities for payments known as PSDS (Pegadaian Syari'ah Digital Service).

¹⁴ Abdul R Saliman, *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus*.

More specifically, Pegadaian Syariah Digital Services is one of the application services from Pegadaian which is based online in real time. With this application, Pegadaian customers can make transactions via smartphones as if they were transacting at an outlet. With this application, whenever and wherever Pegadaian services are needed, transactions can be carried out effectively and efficiently as easy as having a personal outlet in your hand.

Based on this, there is no longer any excuse for customers not to pay instalments. Through a virtual account to pay it and a deduction of 6,500 as a banking and satellite fee is not for the benefit of the pawnshop. The pawnshop only sets the instalment fee according to the customer's obligations. PSDS is different from mobile banking in banking, mobile banking besides being able to transfer funds can also raise funds, while PSDS can only transfer funds or money to the pawnshop as an instalment. In addition to PSDS, the pawnshop also provides sharia pawnshop agents. Pegadaian outlets are only open until 15.30 WIB, if it is closed then it can be through agents until 08.00 WIB.

Management of Amanah Product Fines Fund

The amount of fine funds distributed is not known by branch offices such as PT Pegadaian Syari'ah KCP Keutapang, which distributes and knows the amount of funds is the head office which will distribute in the next year after the fine funds are obtained in the previous year. The fine funds obtained are earmarked for business premises and social ones. Such as the construction of houses of worship (mosques, mushalla), procurement of sound systems, orphanages, and nursing homes. So, each branch of the Sharia Pegadaian is given the obligation to distribute these funds depending on the money or funds collected by the pawnshop during the year and the following year the fine funds are distributed to those in need. In the following year, customers who are subject to fines, this expired auction goes into DKU and the pawnshop does not record it in the journal as profit or profit for the pawnshop. This is where there is a difference between conventional and sharia pawnshops, where in conventional

pawnshops the fine funds are recognised as profit while sharia pawnshops channel the funds into DKU.¹⁵

In receiving the funds channeled, not all agencies can receive this assistance, sometimes the company or agency has its own budget such as the budget from the government. The funds channeled by PT Pegadaian Syariah KCP Keutapang itself usually only channel funds of 4,000,000 to 5,000,000, but it could be more or less depending on their needs. Apart from mushalla, mosques, orphanages and others, the pawnshop also distributes, but it is also channeled when there are student literacy activities.

In the distribution of the fine funds, the nominal is not too large because it is evenly distributed. Submission of proposals for the distribution of these funds is not just approved or ACC by the pawnshop. Usually the pawnshop first reviews the location directly. For example, a mosque that needs a cupboard for storing the Qur'an, if the cupboard is still suitable for use then the pawnshop cannot distribute it to the mosque. For supervision, the pawnshop goes directly to the location to see if the funds channeled are used according to the proposal and also the pawnshop asks for an LPJ (Accountability Report) from the agency.

Apart from the 3 distribution of fine funds, there is also distribution in the form of investment to subsidiaries such as management by pawnshops located at the centre. The DKU funds provided also come from more money from auctions of around Rp. 10,000 to 20,000 which are not taken for 1 year, these funds are automatically distributed to all pawnshops in Indonesia.

Islamic Law Perspective

According to Wahbah al-Zuhayli, the fine (ta'widh) is to cover the loss incurred as a result of an offence or mistake by compensating for the loss by returning the damaged item or replacing it with a similar one.¹⁶

Basically, all those who are employed by individuals and groups must be held accountable for their work. If there is damage or loss if there is an element of negligence or intent, then they must take responsibility for

¹⁵ Chairul Fahmi, 'TRANSFORMASI FILSAFAT DALAM PENERAPAN SYARIAT ISLAM (Analisis Kritis Terhadap Penerapan Syari'at Islam Di Aceh)', *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (2012): 167-76.

¹⁶ Wahbah Zuhaili, *Al-Fiqh al-Islami Wa Adillatuhu* (Beirut: Dar al-Fikr al-Mu'ashir, 1998).

it, either by replacing it or other sanctions. If the services that are sold are for the benefit of many people, such as tailors and cobblers, then the scholars differed concerning this.

The opinion of scholars who allow fines or ta'widh, as quoted by scholar Isham Anas al-Zaftawi, *Hukm al-Gharamah al-Maliyah fi al-Fiqh al-Islami*. It is explained that, the loss must be eliminated based on sharia rules and the loss will not be lost except by replacing it. Meanwhile, imposing sanctions on debtors who are capable but delaying payments will not provide benefits for creditors who are harmed.

Ibn Qudamah's opinion in *al-Mughni*, that delaying payment of obligations can cause harm and should therefore be avoided, states: if the debtor intends to travel, or if the creditor intends to prohibit the debtor (from travelling), the following should be noted. If the due date of the debt is before the time of his arrival from the journey, such as travelling for Hajj, where the debtor is still travelling for Hajj, and the due date of the debt is in the months of Muharram and Dhul Hijjah, then it is permissible for the debtor to prevent him from travelling. This is because the debtor will suffer a loss (dharar) as a result of delaying (obtaining) his rights when they are due. However, if the debtor presents a guarantor or provides sufficient collateral to pay the debt when it is due, then he may travel, because then the creditor's loss will be avoided.¹⁷

Based on the understanding of the management of fine funds, the pillars, and conditions of fines, the law of using fine funds is permissible as long as it does not violate the conditions set out in Islam because when viewed in terms of the pillars and conditions there must be a person who has an agreement, so here there are 2 parties, namely the customer and the sharia pawnshop. In terms of the object of the contract, namely the vehicle and the sighthat, namely the agreement or contract made at the beginning of the transaction. Likewise, the contract is carried out when the parties do it in one majlis or in the same place. The object of the guarantee is in the form of securities (BPKB). Then the item or vehicle is something useful and not prohibited. When a customer is negligent and negligent in making installment payments, the customer is subject to a fine according to the agreement stated at the beginning.

¹⁷ Husni Jalil et al., *Hukum Pemerintahan Daerah dalam Perspektif Otonomi Khusus* (Makasar: CV. Social Politic Genius (SIGn), 2017).

The management of the fine fund is not included as profit or profit for PT Pegadaian Syariah. This is allowed because the fines are used as a fund for the benevolence of the people (DKU) where these fines are channeled for the welfare of the people and are carried out according to procedures and the fines are distributed not arbitrarily, there are certain criteria for prospective recipients of these funds. So, from the explanation above, it can be understood that as long as the contract does not violate the pillars and conditions or provisions in Islam, it is allowed.

CONCLUSION

The determination and amount set for customers who are in arrears at PT Pegadaian Syariah KCP Keutapang in this Amanah product loan is based on the length of the arrears deadline. The more the customer stalls the payment of instalments, the more fines must be paid. The loan deadline for this Amanah product is for 1 year to 5 years (12-60 months). The mu'nah (maintenance) fee for this amanah product is the same as other products, which is around 0.95% of the estimated value. The annuity is taken around 1%. The penalty in this product is a minimum of 0.4% and a maximum of 4% of the installment value. For example, an instalment of Rp. 100,000 if the 4% penalty is four thousand of the hundred thousand. If the loan is four million then from the 4% is taken Rp. 400,000 per month.¹⁸

However, if the late instalment payment is only a matter of days then the fine is only 0.4% per week. This fine is imposed when the customer is due, for example, the customer makes an agreement on 5 February, then on 5 March the customer's obligation has arisen, if above that date the customer has been fined. For customers who do not pay instalments, the vehicle is withdrawn by the pawnshop because the contract clause is clear that if for 3 months the collateral is not paid normally, the collateral can be withdrawn or voluntarily submitted by the vehicle owner. After that there is a term auction which has two stages carried out by the customer. However, the auction system will incur a tax fee of 2% from the seller and buyer. For example, the customer still has money that can be obtained from his business, but from this the pawnshop has given SP (Warning Letter) from SP1, SP2, SP3 and previously the pawnshop has also made a call, a visit is

¹⁸ Fathurrahman Djamil, *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep* (Jakarta: Sinar Grafika, 2023).

made so that the reason for the customer not paying the instalment can be known. If there is no good faith from the customer, the pawnshop has an obligation to be collected in accordance with Islamic law, debts will be collected until the last day.

The mechanism for managing trust product fines at PT Pegadaian Syari'ah KCP Keutapang is channeled for social assistance with different applications, with certain requirements by submitting a proposal to see whether or not an agency is given funds from PT Pegadaian Syariah, then a review from several representatives from the pawnshop so that the funds channeled are not misused or should not be channeled to agencies that have had problems in the money lending section or have been blacklisted. Trusted products are one of the products available at Pegadaian Syari'ah. Amanah products are the purchase and procurement of motorised vehicles, be it two-wheeled (motorbikes) or four-wheeled (cars) which aim for personal or corporate purposes and are generally for personal use. The allocation of this fine management is included in the DKU (Ummat Benevolent Fund) in the following year. There are three types of criteria for the distribution of this fine fund, namely: First, mediative is intended for the construction of houses of worship such as mosques, mushalla, and also Islamic boarding schools. Second, productive is intended for students who carry out activities, such as seminars, MSME training and so on. Third, consumptive is intended for donations for orphans, orphanages, and nursing homes.¹⁹

When viewed from the perspective of Islamic law, the management of the fine fund is in accordance with the terms and conditions. Apart from the permissibility of taking fines based on the opinions of the scholars, there has also been no error in the management of these funds so far. The fine funds are used for the welfare of the people and are also distributed to the right people, such as for the construction of houses of worship, education, and not for the construction of places prohibited in Islam. In the distribution of funds there are also terms and conditions so that the pawnshop is not mistaken in the distribution of these funds.

¹⁹ Chairul Fahmi, 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia', *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667-86, <https://doi.org/10.26811/peuradeun.v11i2.923>.

BIBLIOGRAPHY

- Abdul R Saliman. *Hukum Bisnis Untuk Perusahaan Teori Dan Contoh Kasus*. Jakarta: Kencana, 2020.
- Achmad, Yusnedi. *Aspek Hukum Dalam Ekonomi*. Yogyakarta: Deepublish, 2015.
- Aikin, Zainal, and Wira Pria Suhartana. *Pengantar Hukum Perusahaan*. Jakarta: Kencana, 2016.
- Busch, Marc L. 'Overlapping Institutions, Forum Shopping, and Dispute Settlement in International Trade'. *International Organization* 61, no. 4 (2007): 735–61.
- Djamil, Fathurrahman. *Hukum Ekonomi Islam: Sejarah, Teori, dan Konsep*. Jakarta: Sinar Grafika, 2023.
- Fahmi, Chairul. 'Revitalisasi Penerapan Hukum Syariat Di Aceh (Kajian Terhadap UU No.11 Tahun 2006)'. *TSAQAFAH* 8, no. 2 (30 November 2012): 295–310.
<https://doi.org/10.21111/tsaqafah.v8i2.27>.
- — —. 'The Impact of Regulation on Islamic Financial Institutions Toward the Monopolistic Practices in the Banking Industrial in Aceh, Indonesia'. *Jurnal Ilmiah Peuradeun* 11, no. 2 (30 May 2023): 667–86. <https://doi.org/10.26811/peuradeun.v11i2.923>.
- — —. 'TRANSFORMASI FILSAFAT DALAM PENERAPAN SYARIAT ISLAM (Analisis Kritis Terhadap Penerapan Syari'at Islam Di Aceh)'. *Al-Manahij: Jurnal Kajian Hukum Islam* 6, no. 2 (2012): 167–76.
- Fahmi, Chairul, 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 (2023): 28–39.
<http://journal.ar-raniry.ac.id/index.php/mudharabah/article/view/3047>.
- Hasan, Mustofa. 'APLIKASI TEORI POLITIK ISLAM PERSPEKTIF KAIDAH-KAIDAH FIKIH'. *Madania: Jurnal Kajian Keislaman* 18, no. 1 (10 June 2014): 97–108.
<https://ejournal.iainbengkulu.ac.id/index.php/madania/article/view/2>.
- Hasbi Ash-Shiddiqie. *Pengantar Fikih Muamalah*. Jakarta: Sinar Bintang, 2021.
- Jalil, Husni A., 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>.

- Jalil, Husni, La Ode Husen, Andi Abidin, and Farah Syah Rezah. *Hukum Pemerintahan Daerah dalam Perspektif Otonomi Khusus*. Makasar: CV. Social Politic Genius (SIGn), 2017.
- Mardani. *Fikih Ekonomi Syariah*. Jakarta: Kencana, 2019.
- Siddiq-Armiya, Muhammad. *Penentuan Metode Dan Pendekatan Penelitian Hukum*. Edited by Chairul Fahmi. Indonesia: Lembaga Kajian Konstitusi Indonesia (LKKI), 2022.
- Zuhaili, Wahbah. *Al-Fiqh al-Islami Wa Adillatuhu*. Beirut: Dar al-Fikr al-Mu'ashir, 1998.