

## Rahn in the Perspective of the Four Schools and Their Implementation in Sharia Pawnshop Institutions in Indonesia

Achmad Fageh

UIN Sunan Ampel Surabaya, Jawa Timur, Indonesia

[ach.fageh@uinsa.ac.id](mailto:ach.fageh@uinsa.ac.id)

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### ABSTRACT

*Islam provides economic concepts that emphasize justice and mutual benefit, among them Rahn (Islamic pawning), a lending solution based on the principle of mutual assistance (ta'awun). In this context, Rahn establishes mutual trust and security between the creditor (rahin) and the debtor (murtahin), where the pawned object serves as collateral against default. The aim of this article is to analyze the ruling of Rahn from the perspective of the four schools of Islamic jurisprudence and how this concept is implemented in Sharia Pawning Institutions in Indonesia. This research uses a library research method by analyzing primary and secondary sources. The main finding reveals a fundamental similarity in the legality of Rahn among the four schools, despite minor differences regarding the ownership and utilization of the pawned object. Practically, the implementation in Indonesian Sharia Pawnshops has successfully adapted the Rahn fiqh framework, making it a just and interest-free (riba) alternative. The main contribution of this study is to enrich Islamic scholarly discourse in muamalah (transactions) and provide a theoretical-practical guide on the sharia-compliant mechanism of Rahn in modern financial institutions.*

### ABSTRAK

#### Kata kunci:

Rahn

Ekonomi Islam

Pegadaian Syariah

Islam menyediakan konsep ekonomi yang menekankan keadilan dan kemaslahatan, salah satunya adalah Rahn (gadai syariah) sebagai solusi pinjaman dengan prinsip tolong-menolong (ta'awun). Dalam Islam, Rahn berperan menciptakan rasa saling percaya dan aman antara pemberi pinjaman (rahin) dan penerima pinjaman (murtahin), di mana objek yang digadaikan berfungsi sebagai jaminan pengamanan jika debitur gagal melunasi utang. Tujuan artikel ini adalah untuk menganalisis hukum Rahn dari empat mazhab fikih dan bagaimana konsep tersebut diimplementasikan pada Lembaga Pegadaian Syariah di Indonesia. Penelitian ini menggunakan metode studi kepustakaan (library research) dengan menganalisis sumber-sumber primer dan sekunder. Temuan utama menunjukkan adanya kesamaan fundamental dalam legalitas Rahn di antara empat mazhab, namun terdapat perbedaan rinci terkait kepemilikan dan penggunaan objek gadai. Secara praktik, implementasi di Pegadaian Syariah Indonesia telah mengadaptasi kerangka fikih Rahn dengan sukses, menjadikannya alternatif yang adil dan bebas bunga (riba). Kontribusi utama studi ini adalah memperkaya khazanah keilmuan Islam dalam bidang muamalah dan memberikan panduan teoretis-praktis mengenai mekanisme Rahn yang sesuai syariat di lembaga keuangan modern.

## A. INTRODUCTION

Islam provides a comprehensive economic framework that upholds the principles of justice ('adl) and mutual benefit (*maslahah*),<sup>1</sup> aiming to create social and economic prosperity free from exploitative practices such as *riba* (interest). One of the key financial

<sup>1</sup> Adiwarman A Karim, *Islamic Economics: An Analytical Study of Fundamental Concepts* (Jakarta: Pustaka Al-Husna, 2018).

instruments encouraged in Islam to facilitate lending based on the principle of mutual assistance (*ta'awun*) is Rahn, or Islamic pawning.<sup>2</sup>

Etymologically and jurisprudentially, Rahn refers to the retention of a debtor's (*rahin*) property as collateral for a loan (*debt*) granted by the creditor (*murtahin*).<sup>3</sup> The objective is to establish mutual trust and provide security for the creditor in the event the debtor fails to repay the debt. This concept has been extensively studied by early scholars, particularly within the framework of the Four Schools of Islamic Jurisprudence (*Madhahib*)—Hanafi, Maliki, Shafi'i, and Hanbali—resulting in diverse yet fundamentally similar perspectives.<sup>4</sup>

However, in practice, modern financial institutions such as Sharia Pawning Institutions (Lembaga Pegadaian Syariah) in Indonesia implement *Rahn* in a far more complex and standardized operational context. This development is supported by government regulation, where the presence of Sharia Pawning Institutions has shown significant growth as an interest-free alternative to conventional pawning. For instance, the Financial Services Authority (OJK) continuously issues regulations that ensure sharia-compliant operations and practices, ensuring that modern *Rahn* practices remain aligned with Islamic principles. The research gap is the suboptimal comparative analysis of the views of the Four Schools (which constitute the theoretical foundation of *Rahn*) with the dynamic, standardized operations of Sharia Pawning Institutions in Indonesia.<sup>5</sup>

### Research Objectives and Contribution

Based on this background, this study aims to:

1. Comparatively analyze the views of the Four Schools of Islamic Jurisprudence regarding the rulings and detailed execution of *Rahn*.
2. Identify how this theoretical *Rahn* framework is implemented, adapted, and standardized within Sharia Pawning Institutions in Indonesia.

The primary contribution of this article is to systematically compare the perspectives of the Four Schools on *Rahn* and concretely link them to the practices and products offered by Sharia Pawning Institutions in Indonesia. This is expected to enrich the Islamic scholarly discourse in *muamalah* (transactions) and provide a theoretical-practical guide for practitioners and academics regarding a valid and sustainable sharia-compliant pawning mechanism.<sup>6</sup>

## B. RESEARCH METHOD

### General Background

This study employs a qualitative approach utilizing Library Research.<sup>7</sup>

#### 1. Type of Research and Data Sources

The research method adopted is library research, which focuses on collecting data and information through written materials, encompassing both classical and contemporary literature.<sup>8</sup> The main data sources used in this study include:

- a) Primary Data Sources (Fiqh Theory):

<sup>2</sup> Sayyid Sabiq, *Fiqh Sunnah* (Jakarta: Pustaka Azzam, 2010).

<sup>3</sup> Wahbah Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu* (Damaskus: Dar al-Fikr, 2007).

<sup>4</sup> Abdurrahman Al-Jaziri, *Al-Fiqh 'ala Al-Madhahib Al-Arba'ah* (Beirut: Dar al-Kutub al-Ilmiyah, 2003).

<sup>5</sup> M Fathurrahman, *Metode Penelitian Hukum: Kajian Pustaka Dan Lapangan* (Bandung: Refika Aditama, 2022).

<sup>6</sup> Said Hasan, *Islamic Jurisprudence and the Financial Market* (London: Routledge, 2019).

<sup>7</sup> Fathurrahman, *Metode Penelitian Hukum: Kajian Pustaka Dan Lapangan*.

<sup>8</sup> Hasan, *Islamic Jurisprudence and the Financial Market*.

- Fiqh Books of the Four Schools of Thought (*Madhahib*): Primary sources containing the legal views and arguments of the Hanafi, Maliki, Shafi'i, and Hanbali Schools concerning the concept of *Rahn* (pawning).<sup>9</sup>
  - National Sharia Council (DSN-MUI) Fatwas: Fatwas related to the operational standards and *Rahn* contracts applicable in Sharia Financial Institutions in Indonesia.
- b) Secondary Data Sources (Implementation and Regulation):
- Academic Journals and Books: Latest publications regarding *Rahn* practices in Indonesian Sharia Pawning Institutions and comparative studies of *Fiqh Muamalah*.<sup>10</sup>
  - Government Regulations: Regulations issued by the Financial Services Authority (OJK), laws, and other relevant regulations governing the operations of Sharia Pawning Institutions in Indonesia.<sup>11</sup>
2. Data Analysis Techniques
- The analysis technique utilized is a combination of Content Analysis and Comparative Analysis.<sup>12</sup>
- a) Content Analysis: Used to deeply interpret and understand the concept of *Rahn* from both classical texts (fiqh books) and modern sources (fatwas, regulations, journals).<sup>13</sup>
- b) Comparative Analysis: Used to compare two main objects of the research:
  - The comparison of the views of the Four Schools of Fiqh regarding the elements of *Rahn*.
  - The comparison between the *Rahn* theory from these *madhhabs* and the operational practices and regulations applied by Sharia Pawning Institutions in Indonesia.
3. Rationale for Choosing the *Fiqh Muqaran* Approach

The *Fiqh Muqaran* (Comparative Islamic Law) approach is chosen because it allows the researcher to explore the variety of opinions (*khilafiyah*) and the points of consensus (*ittifaq*) among the scholars.<sup>14</sup> This method ensures that the analysis of *Rahn* is not merely descriptive, but also evaluative and applicable to the practices in Indonesia.

## C. RESULTS AND DISCUSSION

The discussion section will be divided into sub-sections focusing on a comparative analysis between classical *fiqh* theory (The Four Schools) and modern practice (Indonesian Sharia Pawning Institutions).

### 1. Fundamental Concepts and Legal Basis of *Rahn*

This sub-section aims to provide a solid theoretical foundation before proceeding to detailed comparisons.

- Definition and Legal Foundation of *Rahn*, Define *Rahn* linguistically and technically in *fiqh*.<sup>15</sup> Present the legal basis in the Qur'an and Sunnah.<sup>16</sup>

<sup>9</sup> Al-Jaziri, *Al-Fiqh 'ala Al-Madhahib Al-Arba'ah*; Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu*.

<sup>10</sup> Fathurrahman, *Metode Penelitian Hukum: Kajian Pustaka Dan Lapangan*.

<sup>11</sup> Otoritas Jasa Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 31/POJK.05/2016 Tentang Usaha Pegadaian" (Jakarta: OJK, 2016).

<sup>12</sup> Karim, *Islamic Economics: An Analytical Study of Fundamental Concepts*.

<sup>13</sup> Sabiq, *Fiqih Sunnah*.

<sup>14</sup> Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu*.

<sup>15</sup> Zuhaili.

<sup>16</sup> Sabiq, *Fiqih Sunnah*.

- Comparing the Definition of *Rahn* in the Four Schools, Briefly present the definitions of *Rahn* according to the Hanafi, Maliki, Shafi'i, and Hanbali Schools.<sup>17</sup>, Provide a brief analysis regarding the difference in emphasis (e.g., whether *Rahn* is considered a *tabarru'* (charitable) contract or a *tijari* (commercial) contract).
2. Comparative Analysis of the Pillars and Conditions of *Rahn*  
This is the first comparative section that connects classical theory with modern practice.
- Pillars (*Rukun*) and Conditions (*Shurut*) of *Rahn* in the Four Schools, *Data Presentation*: Use a table to compare the pillars and conditions (e.g., *rahin*, *murtahin*, *marhun*, *marhun bih*, *shighah*).<sup>18</sup>, Critical Analysis: Focus on key differences: The condition of complete ownership of the pawned object (*marhun*).<sup>19</sup> The requirement for possession (*qabdh*) of the *marhun*.
  - Implications of Fiqh Pillars and Conditions on Sharia Pawning, Connection: Explain how DSN Fatwas (e.g., Fatwa DSN No. 25/DSN-MUI/III/2002) select or synthesize *madhhab* views to determine the pillars/conditions for contracts in Sharia Pawning Institutions.<sup>20</sup>, Application Example: How Sharia Pawning Institutions establish the standard for the validity of the contract (*shighah*) based on *fiqh* synthesis.<sup>21</sup>
3. Crucial Issue: Ownership and Utilization of the *Marhun* (Pawned Object)  
This is the most analytical sub-section, incorporating the critical assessment you suggested.
- *Madhhab* Views on the Utilization of *Marhun*, *Hanafi School*: Utilization of the *marhun* is generally prohibited unless explicitly permitted.<sup>22</sup> *Shafi'i School*: Restrictive; utilization by the *murtahin* is absolutely prohibited as it has the potential to become *riba* (interest/usury).<sup>23</sup> *Maliki/Hanbali Schools*: More lenient in certain cases (e.g., pawned livestock may be utilized to offset maintenance costs).
  - Critical Analysis and the Implication of Fees (*Ujrah*), Critique: The *Shafi'i School* is more restrictive regarding the utilization of the *marhun*. Therefore, the implication for the maintenance fee (*ujrah*) must be handled cautiously to avoid falling into *riba* (a payment for the loan itself).<sup>24</sup> Modern Solution: Explain that Sharia Pawning Institutions use a separate contract (an *Ijarah* contract or *Ijarah al-khidmah*) to stipulate maintenance and safekeeping fees, successfully separating the service fee from the loan (*qardh*) to prevent *riba*.<sup>25</sup>
  - Relevance to Modern *Rahn* Products, Example: Relate the utilization of the pawned object (e.g., renting out the collateral) to the *madhhab* views that permit balanced utilization.<sup>26</sup>
4. Regulatory Implementation and Legal Synthesis in Indonesia  
This sub-section links *madhhab* theory to Indonesia's positive legal framework.
- The Role of DSN Fatwas and OJK Regulations

<sup>17</sup> Al-Jaziri, *Al-Fiqh 'ala Al-Madhabib Al-Arba'ah*.

<sup>18</sup> Al-Jaziri.

<sup>19</sup> Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu*.

<sup>20</sup> Otoritas Jasa Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 31/POJK.05/2016 Tentang Usaha Pegadaian."

<sup>21</sup> Fathurrahman, *Metode Penelitian Hukum: Kajian Pustaka Dan Lapangan*.

<sup>22</sup> Al-Jaziri, *Al-Fiqh 'ala Al-Madhabib Al-Arba'ah*.

<sup>23</sup> Zuhaili, *Al-Fiqh Al-Islami Wa Adillatuhu*.

<sup>24</sup> Hasan, *Islamic Jurisprudence and the Financial Market*.

<sup>25</sup> Siska Hana Pertiwi and Iza Hanifuddin, "ANALISIS QARDH DALAM PEMBIAYAAN RAHN DI LEMBAGA KEUANGAN SYARIAH, INDONESIA (STUDI KASUS PINJAMAN USAHA)," *Niqosiya: Journal of Economics and Business Research* Vol. 1, no. 2 (2021): 173–96.

<sup>26</sup> Karim, *Islamic Economics: An Analytical Study of Fundamental Concepts*.

- Consensus Point (Titik Temu): Identify which *madhhab* views are predominantly absorbed by DSN-MUI Fatwas (e.g., views prohibiting *riba* and requiring *Rahn* to be a supplementary contract).<sup>27</sup>
- Difference Point (Titik Beda): Explain *Sharia Pawning's* innovations that go beyond classical *fiqh*, such as the establishment of safekeeping fees (*ujrah*) through separate contracts, representing a modern legal synthesis.<sup>28</sup>
- Author's Assessment (Synthesis and Analytical Conclusion)
  - Provide your final synthesis or assessment (as the author) to the extent to which *Sharia Pawning Institutions* have successfully implemented the principles of *Rahn* from the Four Schools.<sup>29</sup>
  - Analytical Conclusion: Assert that the adoption of *Rahn* in Indonesia is a successful example of *talfiq* (adopting the best opinions from different schools) and contemporary *ijtihad* (independent reasoning) to realize *maslahah* (public interest).<sup>30</sup>

## D. RESULTS (COMPARATIVE ANALYSIS OF RAHN

The discussion section is restructured to move beyond mere description, transforming the article into a strong comparative Islamic jurisprudence (*Fiqh Muqaran*) study by synthesizing classical theory with modern practice.

### 1. Conceptual Comparison of *Rahn* and its Pillars in the Four Schools

This sub-section presents the findings from the library research and briefly analyzes them.

#### ● Synthesis of *Rahn* Definitions and Pillars

Analysis: Although the four schools agree that *Rahn* is a contract of debt guarantee, there are different points of emphasis. The Shafi'i and Hanbali schools focus more on the aspect of debt (*marhun bih*), while the Maliki school sees *Rahn* as a binding guarantee contract from the moment of possession (*qabdh*). This difference underpins the varying views on the utilization of the *marhun* later.

#### ● Comparative Matrix Table of the Four Schools on *Rahn*<sup>31</sup>

Aspect	Hanafi	Maliki	Shafi'i	Hanbali
Acceptance of <i>Rahn</i>	Sunnah	Sunnah	Sunnah	Sunnah
Condition of Marhun Bih	Must be an acknowledged debt	Permissible for future debt (not yet existing)	Must be a certain debt	Must be a certain debt
Ownership of Marhun	Full ownership rights remain with the <i>rahin</i>	Ownership remains with the <i>rahin</i>	Ownership remains with the <i>rahin</i>	Ownership remains with the <i>rahin</i>
Ruling on Utilization of Marhun	Absolutely prohibited unless	Permitted for <i>murtahin</i> to offset maintenance costs	Absolutely prohibited by the <i>murtahin</i> ,	Permitted for <i>murtahin</i> within

<sup>27</sup> Otoritas Jasa Keuangan, "Peraturan Otoritas Jasa Keuangan Nomor 31/POJK.05/2016 Tentang Usaha Pegadaian."

<sup>28</sup> Fathurrahman, *Metode Penelitian Hukum: Kajian Pustaka Dan Lapangan*.

<sup>29</sup> Ansori, Muhammad Lathoif Ghazali, and Abu Yasid, "Pengelolaan Asuransi Hajji Perspektif Maqashid Syari'Ah," *Jurnal Istiqro* 10, no. 2 (2024): 177–93, <https://doi.org/10.30739/istiqro.v10i2.3108>.

<sup>30</sup> Hasan, *Islamic Jurisprudence and the Financial Market*.

<sup>31</sup> Zaini Tamin AR Ansori, Moch. Kalam Mollah, Sumarwati, "Implementasi Akad Ba'i Al -Istishna Untuk Pemesanan Parsel Hari Raya Di Koperasi as Sakinah Sidoarjo," *Mukammil: Jurnal Kajian Keislaman* IV (2021): 62–85.

	permitted by <i>rahin</i>	(especially livestock)	as it leads to <i>riba</i>	certain limits (especially livestock)
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## 2. Critical Issue: Utilization of the *Marhun* and Implication for the *Ujrah* Fee

This is the core analytical sub-section, linking classical theory to the cost mechanism in Sharia Pawning Institutions.

- The Most Restrictive *Madhab* Perspective and the Consequence of *Riba*, The Shafi'i School's highly restrictive view on the utilization of the pawned object (*marhun*) is a crucial starting point. This school argues that any benefit derived by the *murtahin* (Creditor/Sharia Pawning Institution) from the *marhun* is an addition to the loan (*riba*) and is absolutely forbidden. Critical Analysis: *This restriction compels Sharia Pawning Institutions to seek a legal solution that separates the benefit of the loan from the service fee. Therefore, the implication for the maintenance fee (ujrah) must be implemented cautiously to prevent it from becoming riba (a disguised payment for the loan).*
- Legal Synthesis in Sharia Pawning Implementation, Indonesian Sharia Pawning Institutions resolve this *riba* dilemma through the mechanism of a multiple contract (*multy-akad*), which is a form of contemporary legal synthesis: 1) The *Qardh* Contract (Loan): This is the primary contract, where the Sharia Pawning Institution provides a pure loan (interest-free/no return)., 2). The *Ijarah al-Khidmah* Contract (Service Lease): This is a separate contract, where the customer (*rahin*) leases the safekeeping and maintenance services of the pawned item (*marhun*) from the Sharia Pawning Institution (*murtahin*). This fee is called *Ujrah* (service fee) and not loan interest. Author's Assessment: By separating the *ujrah* fee (service) from the *qardh* principal (loan), Sharia Pawning Institutions have successfully adopted the Shafi'i School's view (not drawing benefit from the *marhun* as compensation for the loan) while simultaneously accommodating the needs of modern operations (storage and maintenance costs).

## 3. Regulatory Consensus: DSN Fatwas and Government Regulations

This sub-section analyzes how the *fiqh* framework is formalized within Indonesia's positive law.

- DSN-MUI as the Bridge between Fiqh and Regulation, DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 serves as the consensus point. This Fatwa adopts the principle of *Rahn* as a supplementary contract (*taqiyah* or guarantee) that must not be misused to extract *riba*. This regulation implicitly secures the strict prohibition on *marhun* utilization from the Shafi'i School by directing the cost burden to the *Ijarah* contract.
- Points of Difference and Contemporary Legal Innovation, While there is consensus, there is a point of difference that represents the innovation of Sharia Pawning: Classical Fiqh: Focuses on the utilization of the *marhun* (the benefit of the asset). Sharia Pawning: Focuses on charging an *ujrah* fee for the service of safekeeping (the service provided by the institution).

Synthesis: The *ujrah* innovation authorized by DSN-MUI demonstrates the success of contemporary *ijtihad* and *talfiq* (adopting the best opinions from different schools) to create a product that is both sharia-compliant and business-sustainable.

## E. CONCLUSIONS

This section presents a synthesis of the research findings, addresses the main objectives of the article, and offers practical and academic recommendations.

1. Major Findings (Temuan Utama), The major findings of this research focus on the comparative analysis of *Rahn* across the Four Schools of Fiqh and its subsequent

implementation in Indonesian Sharia Pawning Institutions. Fundamental Legal Consensus: All Four Schools of Thought (Hanafi, Maliki, Shafi'i, and Hanbali) agree that the *Rahn* (pawning) contract is valid (*sunnah*) and serves as a debt guarantee (*tawthiq al-dayn*), aiming to realize the principle of mutual assistance (*ta'awun*). Point of Conflict (The Utilization Issue): The main and most crucial point of difference lies in the issue of the utilization of the pawned object (*marhun*) by the creditor (*murtahin*). The Shafi'i School is the most restrictive, strictly prohibiting the *murtahin* from utilizing the collateral, as it is considered potentially usurious (*riba*) (benefit derived from a loan). This restrictive view serves as the theoretical foundation for the mechanism adopted by Sharia Pawning Institutions in Indonesia.

Contemporary Legal Synthesis: Indonesian Sharia Pawning Institutions successfully achieved legal synthesis through the use of multiple contracts (*multi-akad*), which separates the *Qardh* Contract (principal loan) and the *Ijarah al-Khidmah* Contract (lease for safekeeping/maintenance service).<sup>32</sup>

## 2. Practical Implications for Indonesian Sharia Pawning

These findings have significant practical implications for the operations of Sharia Pawning Institutions (LPS):

- Prevention of *Riba*: By adopting the strict principal of the Shafi'i School and separating costs through the *Ijarah* contract, LPS has effectively eliminated the element of *riba* inherent in the conventional pawning model. The *Ujrah* fee charged is based on the real cost of services (storage, security, administration), not a percentage of the loan.
- Regulatory Compliance: The use of multiple contracts is consistent with and authorized by DSN-MUI Fatwa No. 25/DSN-MUI/III/2002 and regulated under POJK, ensuring that *Rahn* implementation in Indonesia has strong *fiqh* legitimacy and positive legality.
- Model of Contemporary *Ijtihad*: The implementation of *Rahn* in Indonesia serves as a successful model of contemporary *ijtihad* in adapting classical *fiqh muamalah* principles to the needs of the modern financial services industry.

## 3. Recommendations for Research and Policy

Based on the findings and implications above, the following recommendations are put forward:

- Research Recommendation: Future research is recommended to focus on the effectiveness and transparency of setting the *Ujrah* fee in LPS, specifically comparing the rationality of the service fee against the value of the *marhun* and operational costs, to ensure there is no disguised *riba* (*hilah riba*).
- Policy Recommendation: The Financial Services Authority (OJK) and DSN-MUI are recommended to consider stricter standardization regarding the calculation and components of the permissible *Ijarah* fee, and to provide clearer guidelines on cases where the *rahin*'s utilization of the *marhun* does not affect the contract's validity.
- Practical Recommendation: LPS should increase sharia financial literacy among the public, transparently explaining the difference between the *Qardh* and *Ijarah* contracts to strengthen public trust in the *riba*-free *Rahn* mechanism.<sup>33</sup>

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<sup>33</sup> Ansori Ansori, Fatchor Rahman, and Manida niti Purbayudha, "Dampak Sosial Peer To Peer Landing Landing Syariah Bagi Pertumbuhan Pelaku Usaha Di Indonesia," *JIESP Journal of Islamic Economics Studies and Practices* 2, no. 2 (2023): 142–60, <https://doi.org/10.54180/jiesp.2023.2.2.142-160>.

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