

Analysis of Legal Studies on The Implementation of Qardh Bisyarati Rahni Products At KSPPS BMT USA Jepara

Rokhimah

Faculty of Sharia and Law, Nahdlatul Ulama Islamic University Jepara
Email: 211420000510@unisnu.ac.id

Miswan Ansori

Faculty of Sharia and Law, Nahdlatul Ulama Islamic University Jepara
Email: miswan@unisnu.ac.id

Abstrac

Sharia cooperatives are part of sharia financial institutions (LKS) which are based on sharia. This study aims to analyze the legal review of the implementation of the Qardh Bisyarati Rahni product at KSPPS BMT USA Jepara. In addition, this study is expected to provide a better understanding of the efforts that need to be made to ensure legal compliance and operational sustainability of Islamic microfinance institutions. Qardh Bisyarati Rahni is one of the Islamic financial products implemented in Islamic microfinance institutions, which provides usury-free financing for the community. This study is important to ensure that the implementation of this product is in accordance with Islamic principles and does not violate applicable legal provisions. The approach used in this study is qualitative with a case study method. Data were collected through observation, interviews, and analysis of related documents. The results of the study indicate that the implementation of the Qardh Bisyarati Rahni product at KSPPS BMT USA Jepara has complied with applicable legal provisions and Islamic principles. However, there are several challenges that need to be considered, such as a lack of in-depth understanding of the legal aspects of Islamic law and changes in regulations related to Islamic finance.

Keywords: *Legal Studies, Qardh Bisyarati Rahni, BMT*

Abstrak

Penelitian ini bertujuan untuk menganalisis kajian hukum terhadap implementasi produk Qardh Bisyarati Rahni di KSPPS BMT USA Jepara. Selain itu penelitian ini diharapkan dapat memberikan pemahaman yang lebih baik tentang upaya yang perlu dilakukan untuk memastikan kepatuhan hukum dan keberlanjutan operasional lembaga keuangan mikro syariah Qardh Bisyarati Rahni adalah salah satu produk keuangan syariah yang diterapkan dalam lembaga keuangan mikro syariah, yang memberikan pembiayaan bebas riba bagi masyarakat. Kajian ini penting untuk memastikan bahwa implementasi produk ini sesuai dengan prinsip-prinsip syariah dan tidak melanggar ketentuan hukum yang berlaku. Pendekatan yang digunakan dalam penelitian ini adalah kualitatif dengan metode studi kasus. Data dikumpulkan melalui observasi, wawancara, dan analisis dokumen terkait. Hasil penelitian menunjukkan bahwa implementasi produk Qardh Bisyarati Rahni di KSPPS BMT USA Jepara telah sesuai dengan ketentuan hukum yang berlaku dan prinsip-prinsip syariah. Namun, terdapat beberapa tantangan yang perlu diperhatikan, seperti pemahaman yang kurang mendalam tentang aspek hukum syariah dan perubahan regulasi terkait keuangan syariah.

Kata Kunci: *Kajian Hukum, Qardh Bisyarati Rahni, BMT*

Introduction

Islamic law has studied a lot about mu'amalah and also discussed a lot about qardh or debt and credit. Qardh is an attempt to provide loans to others on the condition that the borrower returns in return (Rofiullah & Raharto, 2021)). One of the products categorized as qardh is Qardh Bisiyarti Rahni. Qardh Bisiyarti Rahni is one of the Islamic financial products applied in Islamic microfinance institutions. In this context, the analysis of legal studies on the application of Qardh Bisiyarti Rahni products at KSPPS BMT is an important part of ensuring the fulfillment of sharia principles in microfinance services.

Qardh Bisiyarti Rahni products at KSPPS BMT USA Jepara are one of the Islamic financial innovations that aim to provide usury-free financing for the community Previous research (Azka Bahrul Latif, 2021) shows that the implementation of Islamic financial products, such as Qardh Bisiyarti Rahni, in microfinance institutions requires a deep understanding of the related legal aspects. A comprehensive legal study can assist KSPPS BMT USA Jepara in ensuring that Qardh Bisiyarti Rahni products are in accordance with applicable sharia principles and do not violate applicable legal provisions in the context of Islamic finance. The implementation of this product requires an in-depth legal study to ensure its compliance with sharia principles and applicable financial regulations in Indonesia.

Members can apply for loans by submitting goods as collateral, which will be kept by KSPPS BMT USA until the loan is repaid. However, there are several challenges in implementing this product. These challenges include the lack of in-depth understanding of the sharia legal aspects by the parties involved, which can affect the implementation of the product in accordance with sharia principles, as well as changes in regulations related to sharia finance that can affect the policies and procedures that have been implemented. In addition, there are challenges in ensuring that the rights and interests of members are well maintained during the implementation of the product. The benefits of this study are to provide a better understanding of the efforts that need to be made to ensure legal compliance and operational sustainability of sharia microfinance institutions, provide recommendations to improve operational performance and compliance with

sharia principles in microfinance services, and assist KSPPS BMT USA in identifying potential legal risks and mitigating them.

However, there are several problems in implementing the Qardh Bisiyarti Rahni product at KSPPS BMT USA Jepara that also need to be considered, such as a less in-depth understanding of the aspects of sharia law, changes in regulations related to Islamic finance, and protection of members' interests. Therefore, the analysis of legal studies on the application of Qardh Bisiyarti Rahni products at KSPPS BMT USA Jepara is crucial to ensure operational sustainability in accordance with the principles of Islamic law and applicable regulations. Legal analysis of Qardh Bisiyarti Rahni products is important to identify potential legal risks and mitigation measures (Pertiwi & Hanifuddin, 2021). This study aims to evaluate whether the application of Qardh Bisiyarti Rahni products at KSPPS BMT USA Jepara is in accordance with applicable legal provisions, the reasons for choosing these products, the implementation process, and the impact on the institution.

Thus, through an in-depth analysis of the legal review on the implementation of Qardh Bisiyarti Rahni products at KSPPS BMT USA Jepara, it is expected to provide a better understanding of the efforts that need to be made to ensure legal compliance and operational sustainability of Islamic microfinance institutions. In addition, the results of this analysis are also expected to provide recommendations that can assist KSPPS BMT in improving operational performance and compliance with sharia principles in microfinance services. This research focuses on the legal evaluation related to the implementation of the Qardh Bisiyarti Rahni product at KSPPS BMT USA Jepara, including its compliance with the National Sharia Council fatwa and the Financial Services Authority regulations (Yunus, 2021).

Literature Review

Legal Studies

Law in general is a set of rules or norms to regulate everything, especially human life. Law according to Van Apeldoorn is a social symptom, there is no society that does not recognize law, so law becomes an aspect of culture such as religion, morality, customs, and habits. Law according to Thomas Hobbes is the law is the orders of people who have the power to rule and impose their orders on others (Wibowo T. & Tunardy, 2021).

A legal study is an in-depth analysis of the legal aspects of a particular problem or topic. This study includes understanding, comprehending, and evaluating various legal regulations, court decisions, and principles according to relevant laws related to the subject matter under study. The purpose of legal studies is to provide a comprehensive understanding of the legal issues being discussed, as well as to provide an in-depth view of the legal implications of a particular problem or phenomenon (Sianturi et al., 2023).

Qardh Bisyarti Rahni

In language (Aris & Ansori, n.d.) qardh means to decide, while in terms of qardh means giving property to others that can be demanded. According to the Compilation of Sharia Economic Law (KHES), what is meant by qardh is the provision of funds or bills between Islamic financial institutions and borrowers with the guarantee that the borrower will make full cash or installment payments within a certain period. Quoted from the journal (Saputra et al., 2021) Al-qardh is the provision of assets to other people who can be billed or collected are asked to return or in other words lend without expecting anything in return (Azhari et al., 2023). Therefore, it can be interpreted that Al-qardh is giving (lending) property to others without expecting anything in return, to be returned with the same replacement and can be collected or requested back whenever the debtor wants it. (Ash-Shiddiqy UIN Sunan Kalijaga, 2018).

According to Bank Indonesia, rahn is a contract for the transfer of goods/assets from a customer to a bank as collateral or all of his debts. The customer can use the item certain items that are pawned without reducing or damaging the pawned item (Royani et al., 2023). Several fiqh scholars also gave opinions on the meaning of pawn (rahn), including according to Imam Ibn Quqmah in his book Al Mughni explaining that pawn is an object that is used as collateral for a debt given by the pawn recipient if the debt cannot be repaid by the pawnshop, the debt will be repaid from the price of the pledged item. The qardh agreement in the context of rahn is a contract between the Sharia Ummun Bank and the customer or loan distribution, where the customer is obliged to return funds according to the agreement between the two parties without compensation with a lump sum return or it can also be with an installment system or installments in the context of binding gold as

collateral for borrowing funds. Thus, Qardh Bisarty Rahni emphasizes the importance of social welfare and solidarity in society by facilitating interest-free loans, encouraging ethical financial practices, and fostering goodwill between lenders and borrowers.

BMT (Baitul Maal wat Tamwil)

Quoted from the journal (Sudjana & Rizkison, 2020) BMT has two different definitions and languages. The definition of BMT in Indonesian stands for Baitul Maal wat Tamwil, which is a small populist economic business institution consisting of people or legal entities that have an internal mission to build and develop economic order in the structure of civil society which prioritizes justice in the welfare of the people involved in these activities. The meaning in Arabic is that BMT stands for Baitul Maal wat Tamwil, which is an economic institution whose journey is based on cooperative sharia principles and principles.

Quoted from the journal (Ahmad et al., n.d.) Baitul Maal wa Tamwil (BMT) is a microfinance institution operated by sharia financial institutions with the application of the concept of profit sharing, developing micro businesses that are directed at raising the dignity and dignity and defending the interests of the poor and underprivileged community groups and for the welfare of society. As a social institution, Baitul Maal has a function and role similar to the Amil Zakat Institution (LAZ), so Baitul Maal must be carried out with enthusiasm and enthusiasm so that one day it can play a professional role to become an established LAZ that is truly beneficial to the people. This function is expected to at least include efforts to collect and process zakat funds, infaq, sadaqah, waqf, and other sources of social funds, as well as efforts to distribute zakat to the most entitled groups in accordance with the provisions of the asnabiah.

Research Methods

The research location is located at BMT USA Jepara Center on Jl. KH Wakhid Hasyim Bapangan no 133 Jepara Central Java, the place where qardh bisarty rahni products are offered to customers. Conducting research at the relevant location will allow researchers to find out directly the legal studies in the implementation of qardh bisarty rahni products at KSPPS BMT USA Jepara.

This research will use a qualitative approach with a case study method. The qualitative approach will allow researchers to gain an in-depth understanding of the legal studies on the implementation of qardh bisyarati rahni products at KSPPS BMT USA Jepara. Case studies will allow researchers to explore detailed and contextual information about legal studies on the implementation of these products. The research used in this study is field research (*field research*). The research was conducted directly in the field, namely making observations of the object of research directly. Therefore, the research approach used is a qualitative approach. The qualitative approach is carried out by collecting and interpreting information in the form of words both orally and in writing (Nasution, 2023). By using this qualitative research, the author will conduct research in the form of observations and interviews with KSPPS BMT USA Jepara, namely the Marketing Manager to obtain the necessary data, then the researcher describes and analyzes in depth the legal studies on the implementation of qardh bisyarati rahni at KSPPS BMT USA Jepara.

Data collection techniques that will be used in this research include observation, interviews, and document analysis related to the regulations and procedures used in the implementation of qardh bisyarati rahni. Observations will be made to directly observe the legal studies on the implementation of qardh bisyarati rahni (Abdussamad & Sik, 2021). Interviews will be conducted with relevant parties in the cooperative to obtain their views and understanding regarding the legal study on the implementation of qardh bisyarati rahni at KSPPS BMT USA Jepara. In addition, document analysis will be carried out on related documents such as journals, articles, web sites, notes, transcripts, books, meeting minutes and so on regarding legal studies on the implementation of qardh bisyarati rahni at KSPPS BMT USA Jepara.

The data sources used in this study are primary and secondary data. Primary data or the first data is data obtained directly from the research subject by using a measuring instrument or collecting data directly on the object of the source of the information sought. Researchers interviewed directly with respondents from the KSPPS BMT USA Jepara Branch Head. Secondary data is data obtained from other parties, researchers obtain directly from the research subject. Obtained through literature studies (*library research*)

which is carried out by collecting data through research theories relevant to research problems, for example journals, references relevant to the research title, and so on.

Data analysis on legal studies on the implementation of qardh bisyarti rahni at KSPPS BMT USA Jepara can be done through data collection through observation, interviews, and document analysis. By making direct observations of legal studies on the implementation of qardh bisyarti rahni at KSPPS BMT USA Jepara, researchers can understand the practices carried out practically. In addition, interviews with related parties at KSPPS BMT USA Jepara will provide a deeper insight into the legal studies on the implementation of qardh bisyarti rahni. Document analysis of policies, procedures, and reports related to legal studies on the implementation of qardh bisyarti rahni will also provide a comprehensive picture of the efforts made by KSPPS BMT USA Jepara in implementing the product. By combining data from these three sources, researchers can conduct a comprehensive analysis of the effectiveness of legal studies on the implementation of qardh bisyarti rahni at KSPPS BMT USA Jepara. The data that has been collected will be analyzed in depth to analyze the skills of practicing qardh bisyarti rahni with the principles of Islamic law. This analysis includes an investigation of relevant legal aspects, such as the validity of the transaction, the clarity of the rights and obligations of the parties, and legal protection for customers and Islamic financial institutions (Rijal Fadli, 2021).

Results and Discussion

1. Qardh Bisarty Rahni Financing Products at BMT Ummat Sejahtera Abadi

The Qardh Bisarty Rahni product at KSPPS BMT USA Jepara is an interest-free financing based on the principle of helping fellow Muslims in urgent needs. This financing mechanism begins with members submitting a loan application to BMT by submitting valuables as collateral, such as gold, Vehicle ownership certificate, or land certificates. The loans provided can range from 500 thousand to 50 million rupiah. After the collateral is submitted, BMT conducts an initial survey to assess the eligibility and validity of the collateral without conducting routine surveys that usually burden members. This loan can be used for various purposes, both personal consumption and business capital, with a flexible payment period ranging from 3 months to 24 months. The problem

that occurs is that there is still a mismatch in the implementation of the qardh contract as regulated in the DSN MUI Fatwa where it is not permitted to provide additional funds, but in the implementation there is still an additional value charged to members who take out loans to BMT.

The theoretical basis as stated by etymologically, qardh is a masdar form of qaradha ash-shafi'-yaqridhu, which means he cut it off. Qardh is a masdar form that means to break. It is said, qaradha ash-shia bil-miqradh, or cutting something with scissors. Al-qardh is something given by the owner to be paid (Kahar et al., 2022). As for the terminology, according to the Hanafiyah, qardh means something that someone gives from mitsli property to fulfill his needs. Qardh also means a certain contract by paying mitsli property to another person to pay the same property to him. According to Wahbah al-Zuhaylî, qardh means the ownership of something to another, which in return there is no addition. This qardh is masyrû based on the Quran Surah Al-Baqarah verse 245:

من ذا الذي يقرض الله قرضا حسنا فيضاعفه له أضعافا كثيرة

Meaning: "*Whoever will lend to Allah a good loan (spending his wealth in the cause of Allah), Allah will multiply his repayment by a large double.*"

The pillars of a Qardh contract are the borrower (Muqtarid), the lender (Muqrid), the amount of funds (Qard) and Ijab Qabul (Shigat). The conditions of the Qardh contract are, a. Muqarrid has the right to carry out tabarru, because qardh is ownership of property that is part of the tabarru' contract without replacement. b. Muqtarid's property comes from mitsli property, namely property that can be taken, weighed, measured or calculated in units. c. There is a delivery of goods, because qardh is part of tabarru, while tabarru' is perfect only with the delivery of goods (qardh). d. Qardh provides benefits to muqtarid. Qardh provides benefits to the muqtarid, so in qardh it is not allowed for the muqarrid to ask for additions (ziyadah) to the muqtarid at the time of return.

Rahn

The term rahn comes from Arabic which means pawn or also known as al-habsu. Etymologically, ar-rahn means fixed and long, while al-habsu means the holding of an item that has the right to be used as payment for the item (Sriani et al., 2023). Thus, the meaning of pawn or rahn in the language of statutory law is called collateral, guarantee

and guarantee. According to Sabiq (1995), the definition of pawn (rahn) according to several scholars, among others: 1) Shafi'iyah Ulama: Making an item that is usually sold as collateral for a debt so that it can be repaid according to its price, if the download is unable to pay the debt. 2) Hanbali Ulama: An object that is used as a trust for a debt, from which it will be repaid, if the one interacting is unable to pay the debt. 3) Malikiyah Ulama: Something of value (mutamawaal) that is taken from its owner to serve as a fixed or binding debt (Lubaba et al., n.d.).

The legal basis used for the concept of rahn is found in Surah Al-Baqarah verse 283, which reads:

وَإِنْ كُنْتُمْ عَلَىٰ سَفَرٍ وَلَمْ تَجِدُوا كَاتِبًا فَرِهَانٌ مَّقْبُوضَةٌ ۖ فَإِنْ أَمِنَ بَعْضُكُم بَعْضًا فَلْيُؤَدِّ الَّذِي أُؤْتِمِنَ
وَلْيَتَّقِ اللَّهَ رَبَّهُ ۗ وَلَا تَكْتُمُوا الشَّهَادَةَ ۗ وَمَنْ يَكْتُمْهَا فَإِنَّهُ آثِمٌ قَلْبُهُ ۗ وَاللَّهُ بِمَا تَعْمَلُونَ عَلِيمٌ ۚ أَمَانَتُهُ

Meaning: "If you are on a journey (and you are not dealing in cash) and you do not have a scribe, then let there be a bond held by the creditor. But if some of you trust others, then let the trustee fulfill his trust (debt) and let him fear Allah his Lord; and do not you (witnesses) conceal the testimony. And whoever conceals it, then surely he is the sinner of his heart; and Allah knows best what you do".

The pillars of the Rahn contract are the person who pawns (rahin) and the person who accepts the pawn (murtahin). The item being pawned (marhun). Marhun bih (debt). Shigat, ijab and qabul. The conditions of the Rahn contract are, a. the condition that a person who enters into a contract is capable of doing law, according to the majority of scholars, the ability to do law is a mature and rational person, b. Marhun Bih (debt) in this case is that the debtor must return it to the creditor, the debt can be repaid with collateral, and the debt must be clear and specific. c. Marhun (Collateral) The conditions for collateral according to the fiqh experts are that it must be able to be sold and its value is balanced with the size of the debt, the collateral must have value and can be used in accordance with Islamic provisions. d. Hanafi scholars are of the opinion that the ar-rahn contract cannot be linked to certain conditions or linked to the future, because the ar-rahn contract is the same as the sale and purchase contract.

Qardh Bisarti Rahni

The qardh agreement in the context of rahn is a contract of an Islamic Commercial Bank to a customer or loan distribution, where the customer is obliged to return funds according to the agreement between the institution and the customer without compensation with a lump sum return or it can also be with an installment system or installments in gold binding as collateral for the loan funds. Qardh Bisiyarti Rahni, in this financing the Qardh contract becomes the product of a loan (distribution of funds) to business managers with the joint provision that the manager is obliged to return the funds received to BMT at the agreed time.

Based on the results of interviews with Mr. Nur Rahmat, “as the Head of Marketing Manager of BMT Ummat Sejahtera Abadi Jepara, the Qardh contract appeared from 2014 until now. The Qardh contract emerged, starting from the Mudharabah contract and the Musyarakah contract. The existence of the Qardh contract adjusted the needs of the community, which initially many people borrowed money with the aim of daily needs, and mudharabah, murabahah, musyarakah financing, however, none of them were suitable. Various reasons for not wanting the requirements carried out periodic surveys and many hide the value of income every day so it is less effective, then BMT Ummat Sejahtera Abadi Jepara issued new financing, namely Qard Bisiyarti Rahni. Where people can borrow money with loans ranging from 500 thousand to 50 million. Collateral can be gold, BPKB or land certificates and other securities. The money can be used for anything, not only for business capital. And without regular surveys, only initial surveys. Payments can also be made in installments ranging from 3 months to 24 months. And currently the number of customers who do Qardh Bisiyarti Rahni financing at BMT Ummat Sejahtera Abadi Jepara is approximately 4198 customers with a total loan amount of 37 M 200 Jt”.

Qardh bisiyarti rahni products are formed in BMT as an alternative financing in accordance with Islamic sharia principles. Qardh bisiyarti rahni is a form of interest-free loan based on the principle of helping fellow Muslims in urgent needs. With this product, BMT can provide financial services that pay attention to the values of justice, togetherness, and blessings in financial transactions. In addition, qardh bisiyarti rahni can also be a means for BMT members to help each other overcome financial problems without burdening them with usury interest.

2. Legal study on the implementation of Qardh Bisyarati Rahni products at BMT Ummat Sejahtera Abadi Jepara.

Qardh is an interest-free loan, while rahn involves collateral. Both are rooted in Islamic principles and regulated by fatwas and laws (Pertiwi & Hanifuddin, 2021). Scholars generally permit qardh for tradable assets like gold, silver, and food (Sh, 1970). In Islamic banking, qardh is used for salary advances, Hajj funds, gold rahn, and hawalah, though some applications may not align with Islamic economic theory (Falikhatun et al., 2015). Rahn requires collateral that can be sold to repay the debt if necessary (Sh, 1970). Both qardh and rahn are intended to support community welfare rather than profit maximization. Islamic institutions can utilize surplus funds not intended for profit-seeking investments to offer these services, promoting economic well-being in Muslim communities (Naiimi & Noor, 2016)

Legal review of the implementation of Qardh Bisyarati Rahni product in BMT is an important aspect in ensuring compliance of Islamic financial institutions with the principles of Islamic law in the practice of interest-free lending. This legal review involves an evaluation of the lending procedures, agreements used, collection mechanisms, as well as dispute resolution related to Qardh Bisyarati Rahni in BMT.

Table 1. Differences Qardh at BMT USA Jepara with Qard according to the MUI DSN Fatwa

Classification	Qardh at BMT USA Jepara	Qardh (DSN MUI Fatwa)
Definition	Qardh at KSPPS BMT USA Jepara in a way general understood as loan without flowers given to member for fulfil need urge. This practice aim for help member which is being experience difficulty finance.	According to the DSN MUI fatwa, qardh is a loan given without compensation (interest) and must be returned according to the agreement. This fatwa emphasizes that qardh must be done with the intention

		of helping and not expecting profit from the loan.
Objective	The main purpose of qardh in BMT is to help members meet their financial needs, such as education, health or business micro . This reflects the principle of social solidarity.	The DSN MUI fatwa also emphasized the purpose of qardh as a form of assistance to those in need, with the hope of improving community welfare. It is hoped that Qardh can be used for productive purposes and not just for consumption.
Provision Return	Loan repayment at BMT is usually done within a specified time period agreed between the borrower and the institution. KSPPS may provide errors regarding the time and method of return.	The DSN MUI fatwa stipulates that the return of qardh must be carried out in accordance with the initial agreement, and there must be no additional fees or interest. This is the importance of clarity in agreements
Risks and Responsibilities	BMT seeks to minimize risk by analyzing the loan's ability to repay the loan. However, the risk of default remains .	The DSN MUI fatwa emphasized that qardh organizing institutions must be responsible for assessing the borrower's eligibility and not burden the borrower in the repayment process.

Based on table 1 above state that, from definition and purpose both of them define qardh as loan without purposeful interest for help moderate individual experience difficulty finances of KSPPS BMT USA Jepara emphasizes solidarity social, while the DSN MUI fatwa emphasizes improvement well-being public general. By Overall, practice qardh at KSPPS BMT USA Jepara in line with regulated sharia principles in the DSN MUI fatwa, though there is difference in implementation and implementation. KSPPS BMT USA Jepara show adaptation to need its members, while the DSN MUI fatwa provides more guidelines strict for guard sharia compliance. This matter reflect importance balance between misunderstanding in service and compliance to sharia principles in practice Islamic finance.

Table 2. Rahn differences at BMT USA Jepara with Rahn according to the MUI DSN Fatwa

Classification	Rahn at BMT USA Jepara	Rahn (DSN MUI Fatwa)
Definition	Rahn understood as collateral provided by the borrower to institution finance for get loan. Guarantee This usually form assets that can for sale If giver loan fail pay.	Rahn is a contract used to guarantee a debt by handing over goods as collateral. The goods pledged as collateral remain the property of the lender, but can be taken by the lender if they are not repaid.
Objective	The main aim of rahn is to provide security for financial institutions in providing loans, so that the risk of default can be minimized.	The aim of rahn is to provide protection for lenders and ensure that lenders have an incentive to pay off their debts, with clear collateral.
Provision Return	Loan repayment is carried out according to the agreement, and if the loan	Debt repayment must be carried out in accordance with the agreement that has

	defaults, the guaranteed assets can be executed without lengthy legal proceedings.	been made, and the execution guarantee must be carried out fairly and in accordance with sharia.
Risks and Responsibilities	KSPPS is responsible answer for evaluate mark guarantee and suitability borrower. However, there are risks still There is If mark guarantee decrease or If borrower No can pay.	Institution that provides rahn must responsible answer in evaluate appropriateness borrower and ensure that guarantee received Enough For protect loans, as well No burdensome giver loan.
Sharia Aspects	Rahn practice at KSPPS USA Jepara done with notice sharia principles, where guarantees No can violate Sharia provisions and must There is clarity in agreement.	The DSN MUI fatwa emphasized that rahn must done in accordance with sharia principles, where not There is element usury and must There is clarity in agreement, as well protection to rights borrowing.

Based on the table above, it states that practice rahn at KSPPS BMT USA Jepara and rahn according to the DSN MUI fatwa has similarity in goals and principles basic, that is give guarantee for loan. However, there are difference in implementation and focus, where KSPPS USA Jepara more emphasizes aspects security financial, while the DSN MUI fatwa is more emphasizes sharia compliance and responsibility answer social.

In the contract “qardh in context rahn”, meaning institution give loan to customers with principle qardh, existence qardh here Because in frame create rahn (pawn), namely BMT gives financing or loan to customers and customers pawn the gold, then here happen

rahn (sharia pawn). Special for “qard in context rahn”, sharia institutions also separate use second contract this, so contract qardh and contract rahn stand alone. Basically contract This is something transaction borrow borrowing (qardh) in nature tabarru ', meaning kind or Help help. Then no allowed take profit or benefit from activity borrow the borrowing (qardh). Because its nature tabarru '.

Conclusion

Based on the results of the discussion and research, it can be concluded that this legal study is important to ensure that the practice of providing interest-free loans is in accordance with the rules of Islamic law and Islamic finance. This legal review aims to ensure that the Qardh Bisyarati Rahni product applied at BMT Ummat Sejahtera Abadi Jepara is in accordance with the principles of Islamic law and Islamic finance. This shows the commitment of the financial institution in carrying out its activities in accordance with religious teachings.

This legal review can also ensure that the lending procedures, agreements used, billing mechanisms, and dispute resolution related to Qardh Bisyarati Rahni at BMT Ummat Sejahtera Abadi Jepara are transparent and fair. This is important to maintain trust and fairness in financial transactions. Through this legal study, BMT Ummat Sejahtera Abadi Jepara can ensure that the Qardh Bisyarati Rahni product they offer does not violate applicable legal provisions. With that, the financial institution can protect itself from potential legal risks in the future. Thus, a legal review on the implementation of Qardh Bisyarati Rahni products at BMT Ummat Sejahtera Abadi Jepara is an important step to ensure compliance, transparency, fairness, legal protection, and improved service quality in the Islamic financial activities they run.

Overall, the qardh and rahn practices at KSPPS BMT USA Jepara are in line with the sharia principles stipulated in the DSN MUI fatwa, although there are differences in their implementation and application. KSPPS BMT USA Jepara shows adaptation to the needs of its members, while the DSN MUI fatwa provides stricter guidelines for maintaining sharia compliance. This reflects the importance of a balance between responsive service to member needs and compliance with sharia principles in Islamic financial practices. In the context of the “qardh in rahn” contract, sharia institutions

separate the use of these two contracts, where qardh functions as a loan without imbalance and rahn as collateral. This shows that both contracts can complement each other in providing financial solutions that are in accordance with sharia principles.

REFERENCES

- Abdussamad, H. Z., & Sik, M. S. (2021). *Metode penelitian kualitatif*. CV. Syakir Media Press.
- Afria Sari, R. (n.d.). *Implementasi Fatwa Dewan Syariah Nasional MUI No. 19/DSN-MUI/IV/2001 Tentang Penyaluran Dana Al-Qard (Studi Kasus di BMT Al-Hasanah Sekampung Lampung Timur)*.
- Ahmad, S., Harahap, R., & Ghozali, M. (n.d.). *Peran Baitul Mal Wa Tamwil (Bmt) Dalam Pengembangan Ekonomi Umat*.
- Arifqi, M. O. H. M., & HS, D. E. K. O. R. (2019). Implementasi Akad Al-Qardh Terhadap Fatwa Dewan Syari'ah Nasional No: 19/DSN-MUI/IV/2001 Lembaga Keuangan Syariah (LKS). *Jurnal Keislaman Terateks*, 4(1).
- Aris, A., & Ansori, M. (n.d.). *Analisa Strategi Pemasaran Pembiayaan Qardh Di KSPPS Guna Lestari Jaya*. <https://doi.org/10.30651/jms.v8i3.18146>
- Ash-Shiddiqy UIN Sunan Kalijaga, M. (2018). *Analisis akad pembiayaan Qardh dan upaya pengembalian pinjaman di lembaga keuangan mikro syariah* (Vol. 1).
- Azhari, L. A., Hazmi, F., & Utami, C. B. (2023). Penyaluran Pembiayaan Akad Qardh Pada Perempuan Berwirausaha Di Jepara. *Sharef: Journal of Sharia Economics and Finance*, 1(2), 72–83.
- Azka Bahrul Latif. (2021, May 25). *Minat Pelanggan Terhadap Implementasi Produk Pembiayaan Qardh Bisiyarti Rahni Di Bmt Usa Cabang Nalumsari Jepara*. AB Lathif.
- Falikhatun, Falikhatun, Sri Iswati, and Mohammad Saleh. "Implementation of Qardh on Islamic Banking Indonesia Based on Islamic Economics Theory," 2015. <https://api.semanticscholar.org/CorpusID:154600318>.
- Kahar, K., Abubakar, A., & Khalid, R. (2022). Al-Qardh (Pinjam-Meminjam) Dalam Perspektif Al-Qur'an. *Jurnal Adz-Dzahab: Jurnal Ekonomi Dan Bisnis Islam*, 7(2), 199–209.
- Lubaba, A., Iai, *, & Cirebon, B. B. (n.d.). *Implementasi Akad Rahn Dalam Perspektif Ekonomi Islam (Studi Kasus Pegadaian Syariah Cabang Tukmudal-Sumber-Cirebon)*.
- Naiimi, Nasri, and Mohd Murshidi Mohd Noor. "Peranan Institusi-Institusi Islam Dalam Merealisasikan Keperluan Rahn Dan Qard Sebagai Pemacu Ekonomi Kebajikan Ummah Pada Masa Kini: Satu Pandangan Menurut Falsafah Ekonomi Islam."

IPN Journal of Research and Practice in Public Sector Accounting and Management, 2016. <https://api.semanticscholar.org/CorpusID:257174787>.

- Nasution, A. F. (2023). *Metode penelitian kualitatif*.
- Pertiwi, S. H., & Hanifuddin, I. (2021). Analisis Qardh dalam Pembiayaan Rahn di Lembaga Keuangan Syariah (Studi Kasus Pinjaman Usaha). *Niqosiya: Journal of Economics and Business Research*, 1(2), 173–196.
- Rijal Fadli, M. (2021). *Memahami desain metode penelitian kualitatif*. 21(1), 33–54. <https://doi.org/10.21831/hum.v21i1>
- Rofiullah, A. H., & Raharto, E. (2021). Pandangan Hukum Islam Terhadap Akad dan Praktik Qard (Hutang Piutang). *ESA: JURNAL KAJIAN EKONOMI SYARIAH*, 3(2), 35–47.
- Royani, Al Hakim, S., & Setiawan, I. (2023). Akad Tabarru', Qardh, Rahn dan Wadi'ah: Teori dan Aplikasinya pada Lembaga Keuangan Syariah. *Al Mashalih - Journal of Islamic Law*, 4(1), 9–21. <https://doi.org/10.59270/mashalih.v4i1.166>
- Saputra, J., Sudiarti, S., & Husna, A. (2021). Konsep Al-'Ariyah, Al-Qardh dan Al-Hibah. *Al-Sharf: Jurnal Ekonomi Islam*, 2(1), 19–34.
- Sh, Yupi Pirdayanti. "QARD DAN RAHN DALAMPANDANGAN PARA FUQAHA." *Muamalah*, 1970. <https://api.semanticscholar.org/CorpusID:257459821>.
- Sianturi, J. H. P., Rato, D., & Setyawan, F. (2023). PENGEMBANGAN PEMIKIRAN FILSAFAT HUKUM TERHADAP PERKEMBANGAN HUKUM. *SEIKAT: Jurnal Ilmu Sosial, Politik Dan Hukum*, 2(3), 267–276. <https://doi.org/10.55681/seikat.v2i3.557>
- Sriani, E., Hasan, F., & Ma'mun, S. (2023). Violation of Human Right for Collateral Fraud in Sharia Financial Institution Based on Fiduciary Guaranty Law and Rahn Law. *Juris: Jurnal Ilmiah Syariah*, 22(1), 133–143. <https://doi.org/10.31958/juris.v22i1.9157>
- Sudjana, K., & Rizkison, R. (2020). Peran Baitul Maal Wat Tamwil (BMT) dalam Mewujudkan Ekonomi Syariah yang Kompetitif. *Jurnal Ilmiah Ekonomi Islam*, 6(2), 175. <https://doi.org/10.29040/jiei.v6i2.1086>
- Wibowo T., & Tunardy, S. M. Kn. (2021, March 7). *Pengertian Hukum Menurut Para Ahli*. *Jurnal hukum*.
- Yunus, M. (2021). Analisis Fatwa DSN-MUI terhadap Kontrak Akad Qardh Di Lembaga Keuangan Syariah (Studi Kasus pada BPRS Baiturridha Pusaka). *Jurnal Ilmiah Universitas Batanghari Jambi*, 21(3), 1104. <https://doi.org/10.33087/jiubj.v21i3.1641>

