

## THE UTILIZATION OF PLEDGED GOODS IN ISLAMIC JURISPRUDENCE: A COMPARATIVE ANALYSIS OF CLASSICAL SCHOLARLY PERSPECTIVES AND IMAM SHAFI'I'S LEGAL FRAMEWORK

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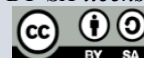
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### ABSTRACT

Informal pledging practices among Muslim communities in Indonesia remain widespread yet legally unexamined, creating a normative gap between community convention and classical Islamic jurisprudence. This study analyzes Imam Shafi'i's legal reasoning on the utilization of pledged goods and comparatively situates his position against the Hanafi, Maliki, and Hanbali schools. A qualitative approach with library research design was employed, drawing on classical Islamic jurisprudential texts as primary sources. The study finds that Imam Shafi'i categorically prohibits any creditor utilization of pledged goods, classifying such practice as usury regardless of mutual consent, asset type, or pledge duration, grounded in the principle that ownership and its benefits remain exclusively with the pledgor. By contrast, the Hanafi school permits utilization upon explicit consent, the Maliki school allows limited animal use proportionate to maintenance costs, and the Hanbali school grounds animal-use permissibility in prophetic authority. These divergences reflect fundamental differences in jurisprudential methodology across the four schools. Theoretically, this study contributes a systematic comparative analysis of classical pledge jurisprudence rarely examined in contemporary Islamic legal scholarship. Practically, the findings provide doctrinal clarity essential for protecting economically vulnerable communities from exploitative informal financial arrangements, with direct implications for poverty reduction, economic justice, and institutional legal reform.

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## INTRODUCTION

The practice of pledging goods, known in Islamic jurisprudence as *rahn*, has long been deeply embedded in the economic life of Muslim communities in Indonesia. At the grassroots level, this practice takes place not only through formal financial institutions such as sharia pawnshops, but also, and more prevalently, through informal transactions among community members. In these informal arrangements, one party who requires funds pledges a valuable asset, such as a vehicle, agricultural land, or productive trees, as collateral to another party willing to provide a loan. The pledged goods physically change hands and remain in the custody of the creditor until the debt is fully repaid, a practice that communities have carried out for generations as a means of mutual financial assistance without formal contracts or written agreements.

What makes this phenomenon particularly noteworthy is that the practice does not stop at the mere transfer of custody. In many instances, the party holding the pledged goods proceeds to make use of them during the period of the pledge. A creditor holding a pledged motorcycle uses it for daily transportation. A creditor who receives productive clove trees as collateral harvests their fruit when the season arrives, often retaining it entirely as compensation for the loan provided. These arrangements are generally accepted by both parties through explicit verbal agreement or tacit mutual understanding rooted in familiarity and trust. From the community's perspective, the system functions smoothly, equitably, and without dispute.

Ideally, however, the utilization of pledged goods is a matter of profound scholarly disagreement in Islamic jurisprudence. The four major schools of Islamic law share a foundational position that pledged goods remain the legal property of the pledgor in terms of both substance and benefit, and that any utilization thereof must be governed by clearly defined legal conditions rather than mere social convention (Faqeh, 2025). The permissibility of utilizing the pledged object is not determined by mutual satisfaction alone, but must be grounded in established *fiqh* principles to avoid falling into prohibited usury (Ramadhan et al., 2025). From the perspective of *maqasid al-shariah*, any benefit derived from a debt transaction without explicit contractual legitimization risks constituting an unlawful addition to the debt, violating the prohibition of *riba* regardless of the consenting intentions of both parties (Azzahroo et al., 2024). Most critically, within the Shafi'i school, Imam Shafi'i's position is unambiguous: the benefit of pledged goods belongs exclusively to the pledgor, and any utilization by the creditor—regardless of permission granted—constitutes an unlawful form of *riba* (Fathoni et al., 2024).

The gap between widespread community practice and classical jurisprudential standards reveals a significant normative tension. The community's reliance on informal consent and social trust as a legal basis for utilization does not, in the Shafi'i framework, constitute sufficient grounds for permissibility. This gap raises a foundational question: to what extent does community practice align with or deviate from Imam Shafi'i's legal framework? If the practice constitutes *riba* even when both parties consent, then what appears mutually beneficial may in fact be legally and spiritually impermissible.

A growing body of literature has examined *rahn* from multiple angles, including comparative madhab perspectives on sharia pawnshops (Faqeh, 2025; Azzahroo et al., 2024), practical implementation of *rahn* and *ijarah* contracts in institutional settings (Fathoni et al., 2024; Ramadhan et al., 2025), legal conformity of sharia pawnshop operations (Awaliah, 2024; Alexander et al., 2023; Bahari, 2022), *maqasid al-shariah* analyses of wealth protection (Azzahroo et al., 2024; Kaharuddin et al., 2024), and comparative assessments of conventional and sharia-based pawnbroking (Sup et al., 2023; Respati & Noor, 2024). However, the vast majority of existing studies focus on formal institutional contexts. No study has undertaken a focused analysis of Imam Shafi'i's specific legal reasoning on pledged goods utilization as a standalone inquiry, nor systematically compared this position against the other three major schools. This study fills that gap by conducting a rigorous comparative analysis grounded in classical jurisprudential texts, with direct relevance to informal community practice.

The novelty of this study lies in its systematic comparative analysis of Imam Shafi'i's legal position examined in deliberate dialogue with the Hanafi, Maliki, and Hanbali doctrinal frameworks. This contribution carries direct relevance to SDG 1, SDG 10, and SDG 16, as clarifying the legal boundaries of informal pledge transactions protects

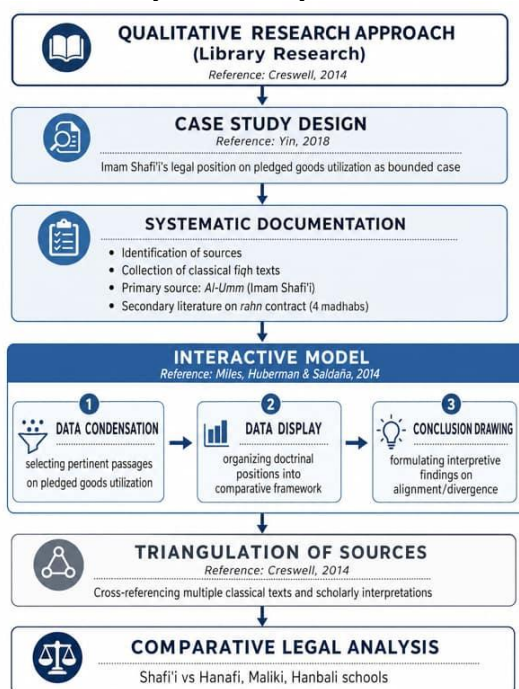
economically vulnerable communities from exploitative arrangements constituting disguised riba, thereby promoting just and equitable informal financial ecosystems.

This study is guided by two central research questions: (1) What is Imam Shafi'i's precise legal reasoning on the utilization of pledged goods, and what are its implications for informal pledge transactions in Muslim communities? (2) How does Imam Shafi'i's position compare with those of the Hanafi, Maliki, and Hanbali schools, and what do these differences reveal about the underlying jurisprudential principles governing the rahn contract?

## RESEARCH METHODS

This study employs a qualitative approach grounded in library research, drawing on classical jurisprudential texts, scholarly commentaries, and academic literature (Creswell & Creswell, 2023). A case study design (Yin, 2018) was adopted, treating Imam Shafi'i's legal position on pledged goods utilization as a bounded case examined comparatively against the Hanafi, Maliki, and Hanbali schools. Primary data were drawn principally from Imam Shafi'i's *Al-Umm*, supplemented by secondary scholarly literature addressing the rahn contract across the four major madhabs.

Data analysis followed the interactive model of Miles et al. (2014), encompassing data condensation, data display, and conclusion drawing, applied to extract, organize, and interpret doctrinal positions across schools. Trustworthiness was ensured through source triangulation, cross-referencing multiple classical texts and contemporary scholarly interpretations to verify the consistency and accuracy of attributed doctrinal positions.



*Figure 1. Research Methodology Framework*

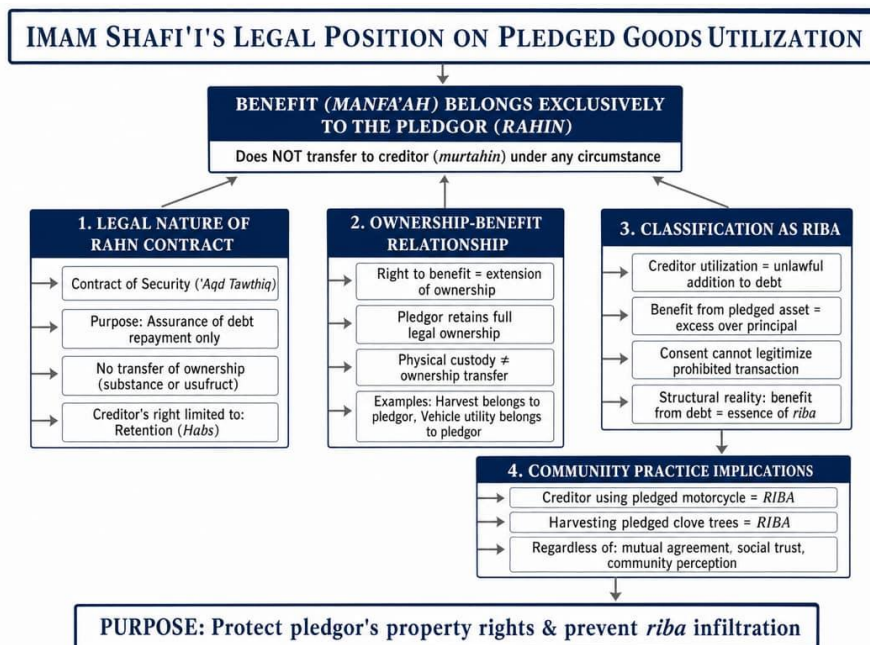
## RESULT AND DISCUSSION

### Imam Shafi'i's Legal Position and Jurisprudential Reasoning on the Utilization of Pledged Goods

Imam Shafi'i's position on the utilization of pledged goods (*rahn*) is among the most clearly articulated and firmly grounded rulings within his legal school. At the core of his framework lies a single foundational principle: the benefit (*manfa'ah*) of pledged goods belongs exclusively and inalienably to the pledgor (*rahin*), and this entitlement

does not transfer to the creditor (*murtahin*) under any circumstance, regardless of whether the pledgor has granted explicit permission for such utilization. This ruling is not incidental but is the logical consequence of a carefully constructed jurisprudential architecture built upon several interconnected legal foundations.

The first and most fundamental basis of Imam Shafi'i's position is his understanding of the legal nature of the *rahn* contract itself. In Imam Shafi'i's framework, a pledge contract is a contract of security (*'aqd tawthiq*), the sole purpose of which is to provide the creditor with assurance that the debt will be repaid. The pledged object serves exclusively as a guarantee and does not, by virtue of being pledged, transfer any right of ownership, whether of the object's substance (*'ayn*) or its usufruct (*manfa'ah*), to the creditor. The creditor's right over the pledged object is strictly limited to the right of retention (*habs*): the right to hold the object until the debt is settled. Beyond this right of retention, the creditor acquires no further entitlement over the object. This understanding draws a sharp and deliberate boundary around what the *rahn* contract legally confers, and it is precisely within this boundary that Imam Shafi'i constructs his prohibition on creditor utilization.



**Figure 2.** Imam Shafi'i's Legal Position and Jurisprudential Reasoning

The second pillar of Imam Shafi'i's reasoning concerns the inseparable relationship between ownership and benefit. In Imam Shafi'i's jurisprudence, the right to benefit from an object is a natural extension and legal consequence of ownership. Since the pledgor retains full legal ownership of the pledged object throughout the duration of the pledge, the object has merely been transferred physically into the creditor's custody, not transferred in ownership, it follows necessarily that the pledgor also retains the right to all benefits generated by that object. The harvest of pledged agricultural trees belongs to the pledgor. The utility of a pledged vehicle belongs to the pledgor. Any productive output of the pledged asset accrues to the pledgor by virtue of his uninterrupted ownership. The creditor's physical possession of the object does not create any proprietary entitlement to its fruits or uses, because possession without ownership cannot generate a right to benefit in Imam Shafi'i's legal framework.

The third and most legally consequential dimension of Imam Shafi'i's position is his categorical classification of creditor utilization of pledged goods as a form of *riba*. This is where Imam Shafi'i's ruling reaches its most profound and far-reaching implications. In his view, any benefit that the creditor derives from the pledged object during the

period of the pledge constitutes an unlawful addition to the debt. The debt exists as a financial obligation between the two parties, and the pledge exists solely as a security mechanism for that debt. If the creditor is permitted to use the pledged motorcycle, harvest the pledged trees, or extract any other form of benefit from the pledged asset, then the creditor is effectively receiving something of value, a tangible benefit, in excess of the principal debt that is owed to him. This excess, in Imam Shafi'i's analysis, falls squarely within the definition of *riba*: an unlawful increment derived from a debt transaction. The prohibited nature of this increment does not depend on whether the parties have agreed to it. Consent, in Imam Shafi'i's framework, cannot transform a prohibited transaction into a permissible one. Even if the pledgor willingly and explicitly authorizes the creditor to use the pledged goods, that authorization cannot legitimize what is, in substance, a prohibited benefit flowing from a debt relationship.

This ruling has a direct and sobering implication for the community practice described in this study. The widely practiced arrangement in which a creditor uses a pledged motorcycle for daily transportation, or harvests the fruit of pledged clove trees either wholly or in shared portions with the pledgor, constitutes, in Imam Shafi'i's legal framework, a form of *riba*, regardless of the mutual agreement between the parties, regardless of the social trust that underlies the arrangement, and regardless of the community's perception of the transaction as fair and beneficial. The consent of the pledgor does not cure the prohibition, because the prohibition arises not from the absence of consent but from the structural reality that a benefit is being derived from a debt, which is the essence of *riba* in Imam Shafi'i's jurisprudence.

It is important to note that Imam Shafi'i's ruling on this matter is not the result of a rigid or textualist refusal to consider practical realities. Rather, it reflects a principled commitment to preserving the integrity of the *rahn* contract as a purely security-based instrument and to protecting both parties particularly the economically vulnerable pledgor, from arrangements that, while appearing equitable on the surface, embed within them a structural asymmetry that benefits the creditor at the expense of the debtor's proprietary rights. The prohibition is thus simultaneously a protection of the pledgor's property rights and a safeguard against the subtle infiltration of *riba* into informal community finance.

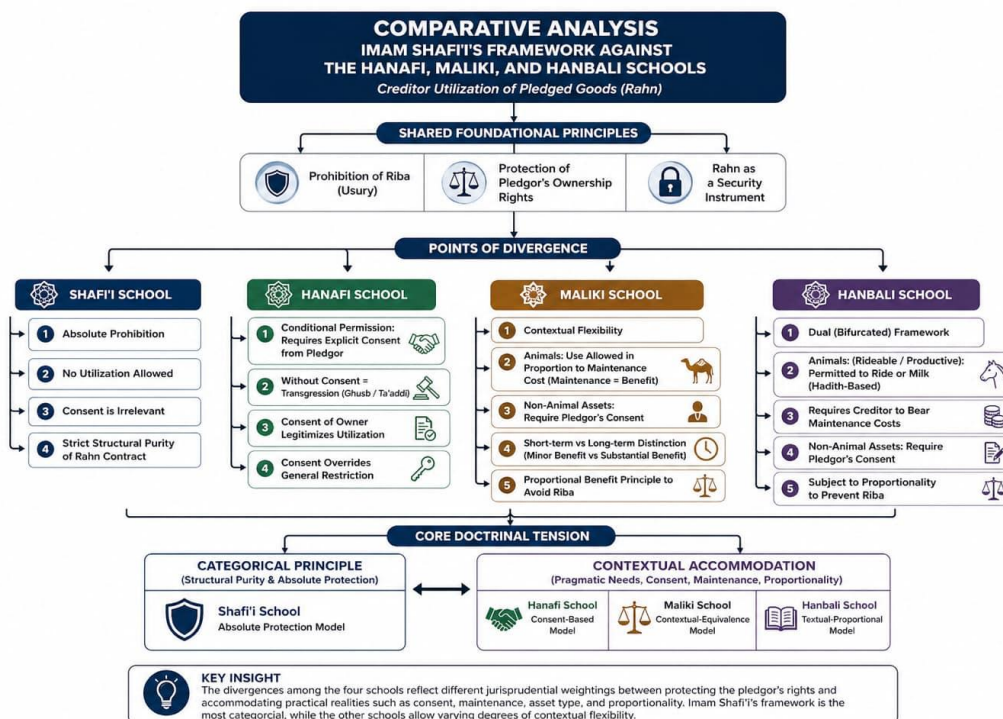
### **Comparative Analysis: Imam Shafi'i's Framework Against the Hanafi, Maliki, and Hanbali Schools**

When Imam Shafi'i's unequivocal prohibition on creditor utilization of pledged goods is placed in dialogue with the positions of the other three major schools of Islamic jurisprudence, a rich and doctrinally significant landscape of convergence and divergence emerges. The comparative analysis reveals that while all four schools share foundational commitments to the prohibition of *riba* and the protection of the pledgor's ownership rights, they diverge substantially in their assessment of how these principles apply to the question of utilization, and in the degree of flexibility they extend to the parties involved.

The Hanafi school, like Imam Shafi'i, affirms that the pledged object remains the legal property of the pledgor and that the creditor's right is limited to retention. However, the Hanafi school introduces a significant qualification that differentiates it from the Shafi'i position. The Hanafi jurists permit the creditor to utilize the pledged goods, but only under one specific condition: explicit permission granted by the pledgor. In the absence of such permission, the Hanafi school categorically prohibits creditor utilization and classifies unauthorized use as an act of transgression (*ghush* or *ta'addi*) against the pledgor's property. When permission is granted, however, the Hanafi school permits utilization on the grounds that the pledgor, as the owner, retains the authority to authorize the use of his own property, and that such authorization does not in itself constitute a prohibited addition to the debt. The Hanafi position thus introduces a consent-based gateway to permissibility that the Shafi'i school firmly rejects. This divergence is doctrinally significant: the Hanafi school locates the locus of permissibility in the owner's consent, while the Shafi'i school holds that ownership-based consent is insufficient to override the structural prohibition against deriving benefit from a debt.

The Maliki school occupies a markedly different position, one that is in certain respects the most permissive among the four schools, but whose permissiveness is carefully bounded by a set of distinguishing conditions. The Maliki jurists differentiate the treatment of pledged goods based on the nature of the asset and the identity of the party

utilizing it. For animals and riding beasts, the Maliki school permits the creditor to ride or use the animal for transportation in proportion to the creditor's expenditure on its feeding and care, on the principle that the creditor who bears the cost of maintaining the pledged animal is entitled to derive a corresponding benefit from it. This position introduces an equivalence logic, maintenance justifies use, that is entirely absent from both the Shafi'i and Hanafi frameworks. For non-animal assets, however, the Maliki school is more restrictive and generally requires that utilization be subject to the pledgor's permission. More significantly, the Maliki school draws an important distinction between short-term and long-term pledges: utilization by the creditor is more readily countenanced in short-term arrangements where the benefit is minor and proportionate, whereas in long-term pledges where the accumulated benefit would be substantial, the Maliki school becomes increasingly cautious about permissibility in order to avoid the slide into *riba*. The Maliki framework is thus characterized by a nuanced, contextual approach to the question of utilization, one that weighs the nature of the asset, the duration of the pledge, and the economic relationship between benefit and maintenance cost, in contrast to Imam Shafi'i's categorical prohibition that applies uniformly across all asset types and durations.



**Figure 3.** Comparative Analysis

The Hanbali school presents a position that is, in several respects, the most detailed and the most internally differentiated among the four schools on this question. The Hanbali jurists distinguish sharply between two categories of pledged goods based on their productive or rideable nature. For pledged animals capable of being ridden or milked, such as camels, horses, or dairy cattle, the Hanbali school permits the creditor to ride or milk the animal without the pledgor's permission, provided that the creditor is bearing the costs of the animal's upkeep. This position is grounded in a specific prophetic narration (*hadith*) frequently cited in Hanbali sources, which explicitly permits the riding and milking of pledged animals in proportion to expenditure on their maintenance. For all other categories of pledged goods, non-animal assets, agricultural land, trees, vehicles, and similar property, the Hanbali school prohibits creditor utilization without the pledgor's explicit permission, and where permission is granted, permits it subject to conditions

designed to prevent the benefit from becoming disproportionate to the debt and thereby constituting *riba*. The Hanbali school thus operates with a bifurcated framework in which animal-based pledged goods are subject to a more permissive rule grounded in prophetic authority, while non-animal pledged goods are subject to a more restrictive, consent-and-proportionality-based standard.

Taken together, the comparative analysis reveals four distinct jurisprudential responses to the same foundational question, each reflecting a different weighting of the competing values at stake: the protection of the pledgor's property rights, the prevention of *riba*, the practical needs of the creditor who bears the costs of maintaining the pledged asset, and the role of consent in transforming otherwise prohibited arrangements into permissible ones. Imam Shafi'i's position stands as the most categorical and the most protective of the pledgor's rights, admitting no exception on the basis of consent, asset type, maintenance cost, or duration. The Hanafi school admits consent as a gateway to permissibility for all asset types. The Maliki school introduces an asset-type distinction and a maintenance-equivalence logic that justifies limited creditor use of animals. The Hanbali school grounds its most permissive position, regarding animals, in direct prophetic authority, while applying a more cautious standard to other assets.

What this comparative landscape ultimately reveals is that the doctrinal divergences among the four schools are not arbitrary or superficial disagreements about minor legal details. They reflect deep differences in the underlying jurisprudential principles that each school prioritizes when confronted with a situation in which the security function of the *rahn* contract intersects with the practical economic realities of asset maintenance and the human tendency to extract value from objects in one's physical possession. Imam Shafi'i's unwillingness to permit any exception reflects his commitment to maintaining the structural purity of the *rahn* contract as a security instrument untainted by any element of material benefit flowing to the creditor. The other schools' varying degrees of permissiveness reflect their greater willingness to accommodate contextual factors, consent, maintenance, asset type, proportionality, as legitimate bases for qualifying the general prohibition. This fundamental tension between categorical principle and contextual accommodation constitutes the most doctrinally significant finding of this comparative study, and it is within this tension that the legal ambiguity surrounding community practice of pledged goods utilization finds both its explanation and its resolution.

## CONCLUSION

This study concludes that Imam Shafi'i categorically prohibits any creditor utilization of pledged goods, classifying it as *riba* regardless of consent, asset type, or pledge duration, grounded in three principles: the security-based function of *rahn*, the pledgor's inalienable ownership benefits, and the structural equivalence between utilization and unlawful debt increment. Comparatively, the Hanafi school permits utilization upon consent, the Maliki school allows limited animal use proportionate to maintenance, and the Hanbali school grounds animal-use permissibility in prophetic authority, divergences reflecting fundamental differences in jurisprudential methodology across the four schools.

Theoretically, this study contributes an original comparative framework mapping inter-madhab divergences on pledged goods utilization, an area underexplored in contemporary Islamic legal scholarship. Practically, it provides religious leaders, practitioners, and policymakers with doctrinal clarity for distinguishing legitimate mutual assistance from disguised usury. Future research should extend this analysis to fatwa institutions and contemporary sharia finance regulatory frameworks. These findings carry direct implications for SDG 1, SDG 10, and SDG 16 by protecting economically vulnerable communities from exploitative informal financial arrangements.

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