



Research Article

Product Innovation *Rahn Tasjily* Based on Sharia Agrowisata (*Rahn Agrowisata*)

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Abstract

Rahn Tasjily is an innovative Islamic financing solution that provides financial solutions based on fixed asset collateral, such as land certificates, where the collateral remains in the possession of the *rahn* (borrower) and can be utilized by them. This product is highly relevant in supporting the development of the Islamic agro-tourism sector, which integrates environmental sustainability values and promotes community-based economic empowerment. Through the *Rahn Tasjily* mechanism, rural communities can access financing to develop halal agritourism businesses, such as Sharia-compliant homestays, halal restaurants, organic farm tours, and educational gardens, without compromising control over their assets. This study aims to analyze the implementation of *Rahn Tasjily* at PT Pegadaian Syariah, the challenges encountered, and its potential to support *maqashid sharia*. Using a normative research method, the analysis reveals that *Rahn Tasjily* is not only relevant to enhancing Islamic financial inclusion but also to sustainably promoting rural economic empowerment. However, its successful implementation requires the support of more specific regulations, public education, and the development of rural infrastructure.

Keywords: Sharia Agritourism; Product Innovation; *Rahn Tasjily*.

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Introduction

In addressing the diverse requirements of human existence, individuals often rely on others to fulfill their needs, as humans are not autonomous beings capable of meeting their own necessities without communal support. Islamic teachings further emphasize the importance of mutual assistance among individuals, encouraging actions that align with Shariah law without violating its principles. Such cooperative endeavors may include gifts or loans rooted in the Islamic framework of fairness and responsibility. Within the realm of lending practices, Islamic jurisprudence safeguards

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lenders' rights, ensuring they are not subjected to undue harm. As a result, it is permissible for lenders to request collateral from borrowers to secure the funds provided, a principle that is recognized in Islamic law as *rahn* or pledge (Hadi, 2014).

Al-Rahn functions as a mechanism in which the lender maintains ownership over the borrower's assets in exchange for an extended loan. The pledged asset has significant economic value, providing the lender with security to recover part or all of the loan. In essence, *Al-Rahn* represents a form of collateral or security for a debt (Latifah, Ardiani, & Yuliani, 2024). The owner of the pledged asset is known as *rahin*, while the individual who receives and holds the asset is referred to as *murtahin*, and the pledged asset itself is identified as *rahn* (Nu'man, 2018).

The products associated with *rahn* have evolved into two main types: pawn (*al-rahn al-hiyazi*), which is recognized in classical Islamic law, and *Rahn Tasjily* (*al-rahn al-tasjily*), also known as *Rahn ta'mini* or *Rahn hukmi*. *Rahn Tasjily* involves the use of goods as collateral for debt, with only proof of ownership presented to the *murtahin* (bailee). In contrast, the collateral (*marhun*) remains under the control and usage of the *rahin* (bailor) (Azman, Kassim, & Adeyemi, 2016; Nurjihad, 2023; Zain, Hasan, & Yusof, 2024). This form of collateralization is consistent with the Fatwa No. 68/DSN-MUI/III/2008 from the National Sharia Council of the Indonesian Ulema Council (DSN MUI) on *Rahn Tasjily*. Additionally, *Rahn Tasjily* bears similarities to fiduciary agreements, as defined under Law No. 42 of 1999, wherein ownership rights are transferred based on trust, while the object remains in the possession of the owner.

PT Pegadaian Syariah, an Islamic financial institution in Indonesia, has successfully implemented *Rahn Tasjily* to provide Sharia-compliant financial solutions to the public (E. C. Pratiwi, Zainuddin, & Halim, 2025). This product is designed to assist low to middle-income individuals, particularly micro-business owners. One notable product within this framework is land certificate-based financing, which allows landowners to continue utilizing their assets during the loan period. This offers a more equitable alternative to traditional land pawning, which often places landowners at a disadvantage (Syafia, Kurniawan, & Istiqomah, 2023).

Despite these innovations, the Islamic finance sector still faces considerable obstacles, particularly in supporting productive sectors such as agriculture and tourism (Martín, Orden-Cruz, & Zergane, 2020; Mohd Shafiai & Moi, 2015). Agritourism presents considerable growth potential in Indonesia, thanks to its rich natural and cultural heritage (Dolorosa, Suharyani, Kurniati, & Sawerah, 2025; Pakalla & Ghazali, 2022). The agritourism sector plays a crucial role in bolstering the local economy, particularly in rural areas. However, access to financing for this sector remains limited, particularly for small communities wishing to develop Sharia-compliant agritourism ventures. Conventional financing options often do not align with *Shariah* principles and impose high interest rates, further hindering development. Furthermore,

agritourism faces specific challenges, including lenders' perception of high risk due to the seasonal nature of agriculture and limited awareness of Sharia-compliant financing mechanisms (Masruroh, 2025).

This highlights the critical need for innovation in *Rahn Tasjily* within the context of Sharia-compliant agritourism. This concept provides a fair and Shariah-aligned financing solution, supporting the *maqashid sharia* (the objectives of Islamic law) in promoting community welfare. By utilizing land certificates as collateral, communities can secure financing to develop halal agritourism ventures, such as educational gardens, Sharia-compliant homestays, and halal restaurants (Alim, Sayidah, Faisol, & Alyana, 2023). This product contributes to *maqashid sharia* by: *Hifdz al-nafs* (protection of life) through the improvement of livelihoods and the reduction of poverty in rural areas; *Hifdz al-mal* (protection of wealth) by safeguarding assets and offering a secure and Sharia-compliant financial mechanism for community-based businesses; and *Hifdz al-'aql* (protection of intellect) by fostering economic growth, innovation, and sustainable development, while empowering communities through accessible financing.

Furthermore, this product can act as a tool for rural economic empowerment, aligning with the Sustainable Development Goals (SDGs) that promote decent work, economic growth, and environmental sustainability. Against this backdrop, the innovation of *Sharia Agritourism-Based Rahn Tasjily* is highly relevant for sustainable development. This financial product not only provides Sharia-compliant solutions but also contributes to an economic growth model that supports the holistic welfare of communities.

Methods

The methodological framework for this study is grounded in normative jurisprudence, employing a legal and conceptual approach to assess the compatibility of *Rahn Tasjily* with *Sharia* principles and pertinent Indonesian laws (Marzuki, 2017). The research utilizes various techniques, including legal interpretation, deductive and inductive reasoning, and comparative analysis, to examine legal provisions, evaluate *Sharia* compliance, and identify best practices. Primary legal sources include DSN-MUI fatwas and national regulations, while secondary sources include peer-reviewed journals, books, and reports. The selection of secondary sources is based on keywords, source type, and quality assessment. The gathered data is subjected to qualitative analysis to evaluate the legal foundation, *Sharia* relevance, and the potential for implementing *Rahn Tasjily*, ultimately aiming to offer practical recommendations for its application in *Sharia* agritourism.

Results and Discussion

The Concept and Application of *Rahn* and *Rahn Tasjily* in Islamic Finance

The term *rahn* originates from the Arabic word *al-rahn* or *al-tsubut wa al-dawam*, which conveys meanings of being "fixed" or "eternal." Linguistically, *rahn* is derived from the verb *rahanana - yarhanu - ruhnan*, signifying "to pawn," "to pledge," or "to put up." Thus, *rahn* refers to the act of pawning or pledging an asset. Etymologically, it also carries meanings of "restraint" and "attachment," reflecting the core characteristics of *rahn* as involving a bond or guarantee in a transaction (Setiadi, Janwari, & Solihin, 2023). In its terminological sense, as defined by the Hanafiyah Ulama, *rahn* is the act of using an asset as collateral for a debt, which can be utilized to settle the debt either partially or entirely (Mujahidin, 2017). In Islamic law, *rahn* serves as a protective measure for the lender (*murtahin*), ensuring that the borrower's (*rahin*) valuable assets are available to secure the debt. This concept is further solidified by DSN-MUI Fatwa No. 25/DSN-MUI/III/2002, which defines *rahn* as a contract to hold goods as collateral, to be used to repay the debt if the borrower fails to settle it (Mardani, 2017).

The practice of *rahn* is deeply rooted in Islamic legal texts, with significant references in the Qur'an, particularly in Al-Baqarah: 283, which emphasizes the importance of collateral in debt transactions. The Hadiths of the Prophet Muhammad also reinforce this concept, such as the narration where the Prophet pawned his armor to a Jew, further solidifying the legal and ethical basis of *rahn* in Islamic jurisprudence. This foundational framework is particularly relevant to the practice of *Rahn Tasjily*, which serves as a method of risk mitigation in Islamic finance (Yusuf, Mukhlas, & Hakim, 2025).

In Islamic legal thought, *rahn* is categorized into two distinct types: *rahn hiyazi* and *rahn tasjily*. *Rahn hiyazi* involves the lender (*murtahin*) physically possessing the collateral, commonly applied in customary law and the Indonesian Civil Code (KUHPerdara). In contrast, *rahn tasjily* (or *rahn takmini*) allows a more flexible approach, in which only proof of ownership of the pledged asset is submitted to the lender. At the same time, the collateral itself remains under the borrower's (*rahin*) control and use. Common examples of collateral in *Rahn Tasjily* include land certificates for immovable assets or Proof of Motor Vehicle Ownership (BPKB) for movable objects (Hidayati et al., 2018). Based on DSN-MUI Fatwa Number 68/DSN-MUI/III/2008, *Rahn Tasjily* enables the borrower to continue using the pledged asset throughout the agreement period, thereby offering an efficient and sustainable mechanism that aligns with *Sharia* principles. For instance, land pledged in *Rahn Tasjily* can still be used for agricultural purposes or business activities, providing dual benefits: securing financing and maintaining the asset's productive use.

One of the key advantages of *Rahn Tasjily* over *Rahn Hiyazi* is its flexibility, particularly in the context of modern needs. In *Rahn Hiyazi*, the lender physically controls the

collateral, which may limit the borrower's ability to use it. However, in *Rahn Tasjily*, the borrower can continue to use assets such as land or vehicles as long as they comply with the agreement's terms. This makes *Rahn Tasjily* particularly relevant for modern financing needs, including those of micro, small, and medium-sized enterprises (MSMEs) and the agritourism sector. Furthermore, *Rahn Tasjily* shares similarities with fiduciary and mortgage guarantees in the Indonesian legal system, making its integration into Islamic financial institutions more seamless (Nurjihad, 2023). By allowing the borrower to maintain ownership and use of the collateral, *Rahn Tasjily* not only adheres to the principles of Sharia but also supports productive, asset-based economic empowerment.

The foundational pillars of *rahn* include the borrower (*rahin*), the lender (*murtahin*), the collateral (*marhun*), the debt (*marhun bih*), and the contract (*sighat*). The conditions for a valid *rahn* transaction include the legal eligibility of the parties, the presence of goods of value, and clear debt obligations free of usury. In the case of *Rahn Tasjily*, an additional condition is that the collateral must remain usable by the owner during the term of the agreement, further enhancing its flexibility and practicality for modern financial applications (Djuwaini, 2018).

The Land Certificate Pawn Product: A Sharia-Compliant Financing Solution for Agritourism Development

The Land Certificate Pawn product at PT Pegadaian Syariah is a financing service based on the *Rahn Tasjily* contract, designed to provide access to financing by using land certificates or Building Rights Titles (*HGB*) as collateral. In this arrangement, the land certificate remains under the borrower's (*rahin*) control, while Pegadaian holds only proof of ownership as collateral. This structure offers flexibility, allowing customers to continue utilizing their land, such as for agricultural activities or other business ventures, throughout the financing period.

This product aligns with the objectives of *maqashid sharia*, particularly in its ability to protect wealth (*hifz al-mal*) while enabling customers to obtain financing for productive purposes. In the context of Islamic agritourism, this product can facilitate the development of halal tourism-based businesses. For instance, the pledged land may be utilized to establish agritourism facilities, such as educational gardens, halal homestays, or halal-certified restaurants, all of which comply with *Sharia* principles (Maftukhatusolikhah, 2015).

The primary advantage of the Land Certificate Pawn product is its flexibility, which allows the *rahin* to retain control over their productive assets during the term of the agreement. This contrasts with conventional pawning (*Rahn Hiyazi*), in which the lender (*murtahin*) physically controls the collateral, thereby limiting the borrower's ability to use the pledged asset. Therefore, the Land Certificate Pawn product not only serves as a fair *Sharia*-compliant financing solution but also contributes significantly

to economic empowerment, particularly within the agritourism sector (Sharif & Ishak, 2020).

The implementation of this product follows several key stages. First, the customer submits the land certificate as *marhun* (collateral) to Pegadaian. Next, Pegadaian verifies the documents and conducts a site survey to assess the land's value. Once the collateral has been validated, financing funds are disbursed to the customer, either via transfer or in cash. The customer is then permitted to continue using the land for productive activities during the agreement period. Upon repayment of the debt, the land certificate is returned to the customer.

Despite the flexibility offered by the *Rahn Tasjily* contract in Islamic financing, several challenges have emerged in its implementation at Pegadaian Syariah. One key issue is the unclear mechanism for executing collateral in the event of default. DSN-MUI Fatwa No. 68/DSN-MUI/III/2008 provides general guidance. However, it is necessary to revise POJK No. 31/POJK.05/2016 to incorporate clear procedures for the execution of collateral, with support from religious courts.

Another challenge lies in limited customer literacy, which often leads to misunderstandings about the rights and obligations under the contract. To address this, Pegadaian Syariah should invest in improving customer education through workshops or digital media platforms. Additionally, current regulations do not fully accommodate immovable property, such as land, as collateral in *Rahn Tasjily*. The government could either expand the scope of *Law No. 42/1999* or issue a special regulation to regulate immovable property in *Rahn Tasjily* agreements better.

Furthermore, the risk of moral hazard, such as the misuse of collateral by the borrower (*rahin*), can be mitigated through strict monitoring mechanisms and the imposition of severe sanctions for violations. Given the limited supervisory infrastructure, there is a need to invest in tracking technologies and to collaborate with independent supervisory bodies. By implementing these solutions, the *Rahn Tasjily* contract can become more legally and operationally robust, promoting Islamic financial inclusion while ensuring legal certainty for all parties involved (Pegadaian Syariah, 2024).

The Multi-Contract Framework of *Rahn Tasjily* at Pegadaian Syariah: A Sharia-Compliant Solution for Modern Financing

Rahn Tasjily is an Islamic financial product that integrates multiple contracts into a single transaction, reflecting the concept of multi-contracts, while adhering to *Sharia* principles. In this product, the contracts involved are *qardh* (loan), *rahn* (pawn), and *ijarah* (service rental), each playing a distinct yet complementary role. This combination of contracts is designed to provide a secure, Sharia-compliant financing solution for customers who need financing, secured by goods or assets. By applying the concept of *al-'uqud al-mujtami'ah* – the combination of allied contracts – *Rahn*

Tasjily ensures that no conflicts arise between the contracts, in accordance with Islamic legal principles.

The use of multiple contracts in *Rahn Tasjily* not only facilitates customer financing but also enables financial institutions, such as Pegadaian Syariah, to earn halal profits. The *qardh* contract allows loans without usury, the *rahn* contract provides collateral in the form of pledged goods, and the *ijarah* contract permits the collection of fees for storage services. Through this multi-contract system, *Rahn Tasjily* creates a product that is both efficient and flexible, while fully complying with *Sharia* principles at every stage of the transaction.

Textually, the combination of multiple contracts, as seen in *al-'uqud al-mujtami'ah*, has raised concerns due to a hadith narrated by Turmudzi and Ahmad, in which the Prophet Muhammad prohibited two trades in one trade and two contracts in one contract. However, scholars have differing interpretations of this hadith, particularly in the context of modern business practices. In today's financial landscape, it is often challenging for businesses, especially financial institutions, to generate profits from a single contract. Therefore, a supplementary or supporting contract is necessary to ensure the transaction remains profitable. The integration of multiple contracts in *Rahn Tasjily* addresses this issue, providing a sustainable solution within the framework of *Sharia* law.

For instance, Pegadaian Syariah does not rely solely on the *rahn* contract but also combines it with *qardh* and *ijarah*. In traditional Islamic pawnshops, the main contract used is *qardh*, but on its own, this contract would not allow the pawnshop to generate profit, as no interest or profit is permitted under *qardh*. To overcome this, Pegadaian Syariah incorporates *ijarah* and *rahn* contracts. The *ijarah* contract allows Pegadaian Syariah to charge fees for storing the pawned goods (*marhun*) at its facilities, enabling the institution to generate profits in a *Sharia*-compliant manner. This combination of *qardh*, *rahn*, and *ijarah* illustrates that multi-contracts can serve as a viable solution in modern business while remaining in line with Islamic financial principles.

Al-'Uqud al-Mutajanisah refers to the principle of combining contracts with similar or allied characteristics without creating legal contradictions. This form of multi-contracting is permissible as long as the contracts are compatible and do not conflict. For example, combining two sale contracts in a single transaction is valid because both contracts share the same legal basis. Similarly, combining contracts such as sale and lease is acceptable, provided that no legal contradictions arise. This flexibility in combining contracts allows for a variety of arrangements, provided each contract complies with *Sharia* law and is executed without legal inconsistency.

In the case of *Rahn Tasjily* at Pegadaian Syariah, several contracts are combined to create a comprehensive service: the *qardh* (loan) contract, the *rahn* (pawn) contract, and the *ijarah* (rent or service) contract. The *qardh* and *rahn* contracts are closely related, and their combination falls under *al-'uqud al-mujtami'ah al-mutajanisah*, meaning they are compatible and do not contradict each other. The *qardh* contract facilitates the loan to the customer, while the *rahn* contract secures the loan with collateral. The *ijarah* contract, although distinct, is linked to the transaction by providing storage services for the pawned goods. Pegadaian Syariah is allowed to earn profits from the *ijarah* contract, charging customers a fee for the storage of their collateral, in line with *Sharia* principles (Harun, 2018).

The contractual relationships among the customer (*rahin*), Pegadaian Syariah (*murtahin*), and any other parties are clearly defined in each contract. The customer (*rahin*) is obligated to repay the *qardh* (loan) and pay the *ijarah* (service rental) fees for storing the collateral. The *rahin* retains the right to use the *marhun* (collateral) during the agreement period, provided the terms of the agreement are adhered to. Pegadaian Syariah (*murtahin*) is entitled to receive repayment of the loan and storage fees and is responsible for securing and returning the collateral upon settlement of the debt. In the event of default, Pegadaian Syariah has the right to enforce the collateral in accordance with the procedures outlined in the agreement.

Despite the advantages of using multiple contracts, several challenges arise when applying them in *Rahn Tasjily*. One significant challenge is the complexity of managing multiple contracts within a single transaction, which can create confusion for both the institution and the customers. Clear documentation and communication are essential to mitigate this risk. Additionally, interactions among contracts may lead to legal ambiguities or inconsistencies if they are not meticulously drafted. Transparency is crucial, and all contractual terms must be clearly disclosed to customers to ensure they fully understand their rights and obligations. By addressing these challenges, *Rahn Tasjily* can offer a *Sharia*-compliant, efficient, and profitable financing solution for modern financial needs.

Legal and Regulatory Framework for *Rahn Tasjily* Implementation in Indonesia: Challenges and Developments

Rahn Tasjily, an innovative Islamic financial product, is regulated by the National *Sharia* Council (DSN-MUI) in Fatwa No. 68/DSN-MUI/III/2008. This fatwa provides crucial guidance, stipulating that in a *Rahn Tasjily* contract, the collateral remains under the control of the pledgor (*rahin*). At the same time, the pledgee (*murtahin*) holds only the legal proof of ownership. This arrangement allows the *rahin* to continue using the collateral throughout the contract period, enhancing the flexibility and practicality of this financial product. The fatwa, though central to the operation of Islamic financial institutions engaging in *Rahn Tasjily*, operates within the framework of religious

opinion rather than positive law. Consequently, while Islamic financial institutions widely use *Rahn Tasjily*, the enforceability of DSN-MUI Fatwas in Indonesian courts remains an ongoing issue. These fatwas are often cited in *Sharia* court decisions, but they do not have direct binding force in the general legal system. This creates a tension between integrating *Sharia* principles into the existing legal system and their practical application in dispute resolution (Tamam, 2021).

The Financial Services Authority (OJK) plays a critical role in regulating *Rahn Tasjily* within Indonesia's broader legal landscape. Specifically, *POJK No. 31/POJK.05/2016* provides a legal foundation for pawnbroking activities, including those based on *Rahn Tasjily* contracts. This regulation ensures that *Rahn Tasjily* transactions within Islamic financial institutions, such as Pegadaian Syariah, are governed by transparent, *Sharia*-compliant principles. In addition, *SEOJK No. 53/SEOJK.05/2017* offers operational guidelines for Pegadaian Syariah, further supporting the practical implementation of *Rahn Tasjily* and ensuring that the contracts are executed in alignment with both *Sharia* and financial regulations.

The legal backdrop for *Rahn Tasjily* is also shaped by existing laws such as the Civil Code, specifically Articles 1150-1160, which regulate pawn practices in general but do not address *Rahn Tasjily* directly. Instead, *Rahn Tasjily* is more explicitly governed by *Sharia* law and the relevant provisions in *POJK*. Additionally, *Law No. 21 of 2008 on Sharia Banking* provides the legal basis for the development of Islamic financial products, including *Rahn Tasjily*, within the broader landscape of *Sharia*-based financing services. This law, alongside regulations issued by the OJK, establishes a solid legal foundation for institutions such as PT Pegadaian Syariah to offer *Rahn Tasjily* as a regulated product while ensuring compliance with *Sharia* principles.

Despite the regulatory advancements, there are notable challenges in implementing *Rahn Tasjily*, particularly in the execution of collateral when disputes arise between the *rahin* and *murtahin*. While *POJK* and related laws provide a framework, specific challenges include disputes over collateral valuation, which may lead to disagreements over the asset's fair value at the time of execution. Additionally, the feasibility and effectiveness of existing legal remedies need to be assessed, as current mechanisms might not always be sufficient or efficient in resolving such disputes. There is also a risk of corruption or abuse of power in the collateral execution process, particularly if transparency and accountability are not strictly maintained (Nawangsari, 2021). These concerns highlight the need for further legal development, including the creation of clear, detailed procedures for collateral execution.

To address these challenges, the government needs to refine and strengthen the regulations supporting *Rahn Tasjily*, ensuring clear guidelines for the execution of collateral. This would not only safeguard the rights of both *rahin* and *murtahin* but also enhance the legal certainty surrounding *Rahn Tasjily* transactions. Furthermore,

exploring alternative dispute resolution (ADR) mechanisms, such as mediation and arbitration, could provide more efficient and amicable solutions to resolving conflicts. Comparative analysis of *Rahn Tasjily* regulations in other jurisdictions, particularly in countries with well-established Islamic finance sectors like Malaysia and the United Arab Emirates, could offer valuable insights into best practices that could be adapted for Indonesia.

Rahn Tasjily is a significant development in Islamic finance in Indonesia; its implementation faces both regulatory and practical challenges. Strengthening legal frameworks, improving transparency, and exploring alternative dispute resolution mechanisms will be crucial to ensuring the sustainability and success of this financial product. With continued regulatory innovation and adaptation, *Rahn Tasjily* has the potential to contribute significantly to the growth of *Sharia*-compliant financing in Indonesia, providing legal protection and fostering financial inclusion (Rizkyanti, Damirah, Nurfadhilah, & Musmulyadi, 2025).

Innovating *Rahn Tasjily* for *Sharia*-Based Agrotourism: A Path to Sustainable Rural Empowerment

Rahn Tasjily is a *Sharia*-compliant pawn product that allows customers to secure financing by pledging fixed assets, such as land certificates (A. Pratiwi, Anggraini, & Yanti, 2022). The innovation of *Rahn Tasjily* based on *Sharia Agrowisata* (*Rahn Agrowisata*) expands upon this framework by focusing on the development of the agritourism sector in rural Indonesia. Through this innovative financial product, Islamic financial institutions provide funding to local communities, empowering them to leverage their land to grow halal tourism ventures aligned with Islamic principles. This initiative is intended to boost the economic prospects of rural populations, capitalize on local resources, and promote environmentally sustainable tourism practices in line with *Sharia* guidelines.

Agritourism, as defined by Utama and Junaedi, is a strategic approach to enhance income and improve the welfare of smallholders and rural communities by tapping the economic potential of agricultural assets. *Agrowisata* is categorized into two main types: natural open-space agrotourism and artificial open-space agrotourism. These can further be divided into open and closed space forms, each offering distinct opportunities for rural communities to harness their natural and agricultural resources to attract tourists (Utama & Junaedi, 2015). In this context, the *Rahn Agrowisata* product provides an avenue for landowners and smallholder farmers to transform their assets into income-generating ventures by building *Sharia*-compliant tourism facilities, such as educational gardens, halal homestays, halal restaurants, and eco-tourism attractions.

The legal framework supporting halal tourism in Indonesia includes two essential regulations: Law No. 33 of 2014 on Halal Product Guarantee and the DSN-MUI Fatwa

No. 108/DSN-MUI/X/2016 on Tourism Management Based on Sharia Principles. While the Fatwa provides important guidelines for the management of Islamic tourism, it does not hold binding legal status in Indonesian courts. On the other hand, although Law No. 33 of 2014 offers a solid juridical and philosophical foundation for halal tourism, its effectiveness in supporting the sector's development remains limited (Susilawati, 2023). The combination of these regulatory elements, along with the emerging *Rahn Agrowisata* product, aims to address gaps in the current legal framework, particularly regarding the application of Sharia principles to agrotourism financing.

In an ecological context, the development of *agrowisata* is classified as part of ecological tourism, which aims to enhance environmental sustainability while improving the economic welfare of local communities. For rural smallholders, *agrowisata* offers an opportunity to capitalize on their farmland by developing agritourism businesses, such as educational farms, halal homestays, and organic plantations, which can foster both social and environmental benefits (Yusnita, 2019). The *Rahn Agrowisata* product integrates these elements by providing Sharia-compliant financing to rural landowners, allowing them to use their land certificates as collateral to develop agritourism-based businesses. This financing not only facilitates access to capital but also ensures that each business venture adheres to Islamic principles, fostering economic, social, and environmental sustainability.

Target customers for *Rahn Agrowisata* include rural landowners, farmers, MSMEs, and Sharia cooperatives engaged in agritourism development. The financing process begins with customers offering their land certificates as collateral, which are then assessed for project feasibility by Islamic financial institutions. Once the financing is approved, technical assistance is provided to ensure that the projects align with both *Sharia* principles and sustainable business practices. The *Rahn Agrowisata* product encourages community empowerment, fosters the growth of the halal tourism sector, and integrates environmental sustainability within the context of Islamic economics.

The implementation of *Rahn Agrowisata* projects incorporates several key *Sharia* principles, such as justice and fairness, risk-sharing, and the prohibition of harmful practices. Financing terms are structured to ensure fair treatment for both the lender (*murtahin*) and the borrower (*rahin*), avoiding exploitative conditions. The financial structure encourages risk-sharing, thereby distributing the financial burden between the Islamic financial institution and the agritourism entrepreneur, ensuring that the borrower is not unduly burdened. Additionally, the projects integrate environmental sustainability by prohibiting harmful practices, such as pollution or excessive waste, and by encouraging practices like organic farming, renewable energy use, and effective waste management.

However, like any innovative financing model, *Rahn Agrowisata* faces certain challenges. One major obstacle is the lack of positive law that specifically regulates *Rahn Tasjily* within the context of agritourism. Although regulations like Law No. 21 of 2008 on Sharia Banking and Law No. 42 of 1999 on Fiduciary Guarantee provide general frameworks for Islamic finance, they do not explicitly address the nuances of agritourism. This lack of specific regulation creates uncertainty for both Islamic financial institutions and customers. Furthermore, there is limited public understanding of *Rahn Agrowisata*, necessitating extensive education and socialization efforts from financial institutions to raise awareness of its benefits and operational mechanisms. Additionally, the inherent risks of agritourism businesses—such as dependence on weather conditions, market fluctuations, and seasonal demand—pose significant challenges.

To mitigate these risks, several strategies can be implemented within *Rahn Agrowisata*. First, encouraging diversification of income streams through a variety of activities, such as accommodation, food, educational tours, and product sales, can reduce reliance on any single source of income and help manage seasonal fluctuations. Second, developing comprehensive risk management plans, including insurance against natural disasters and market downturns, will help safeguard against unforeseen events. Finally, providing training programs for agritourism entrepreneurs in business planning, financial management, and marketing will help them operate sustainable, profitable ventures.

Technology can also play a crucial role in supporting the *Rahn Agrowisata* initiative. Using digital platforms to connect farmers with potential customers can expand market reach and increase visibility for agritourism businesses. Furthermore, technology can be utilized to monitor the progress of agritourism projects and assess their environmental impact, ensuring compliance with sustainability principles. Additionally, technology can facilitate financial inclusion by enabling online application processes and providing educational resources to rural communities (Amalia et al., 2024).

A comparative analysis of similar agritourism financing models in countries with well-established Islamic finance sectors, such as Malaysia and the United Arab Emirates, could offer valuable insights into best practices for *Rahn Agrowisata* in Indonesia. By learning from successful models abroad, Indonesia can further refine and develop its own framework for Sharia-compliant agritourism financing, creating an inclusive and sustainable economic ecosystem that empowers rural communities while adhering to Islamic principles (Rochman & Ridlwan, 2021).

Ensuring Compliance with *Akad Rahn Tasjily* in the *Rahn Agrowisata* Product

The *Rahn Tasjily* product, particularly when applied to *Rahn Agrowisata* (Sharia-compliant agritourism financing), closely aligns with the core principles of *akad rahn*

tasjily, which involve securing financing with fixed assets, such as land certificates, as collateral. This concept ensures that ownership of the collateral remains with the customer, and that ownership can be transferred only in cases of default (*wanprestasi*) (Zuhra, Wafiq, & Maresti, 2025). Thus, *Rahn Agrowisata* adheres to essential *Sharia* principles, such as the prohibition of ownership transfer unless the borrower defaults, making it a suitable mechanism within the *Rahn Tasjily* framework.

The central concept of *Rahn Tasjily* revolves around the use of fixed assets as collateral, with land certificates being a typical example. In the context of *Rahn Agrowisata*, the land pledged remains under the control of the customer (*rahin*), which is consistent with *Sharia* law that prohibits the transfer of ownership unless there is a breach of contract. This retention of ownership ensures that the product aligns with the principles of *Rahn Tasjily* while adhering to broader *Sharia* norms. Furthermore, *Rahn Agrowisata* is guided by several key *Sharia* principles, including justice and fairness, risk-sharing, and the prohibition of *riba* (usury). The terms of financing are designed to ensure that both the lender (Islamic financial institution) and the borrower (agritourism entrepreneur) are treated equitably, with transparent fee structures and fair collateral valuation. The inclusion of an *ijarah* component, in which the lender collects fees for services such as collateral storage, reflects a service-based transaction, thus avoiding the imposition of interest and ensuring compliance with the prohibition of *riba*. Moreover, the focus on productive uses of the collateral further encourages a mutual interest in the success of the agritourism project, aligning with the principles of *Sharia* that promote ethical business practices.

One notable advantage of *Rahn Agrowisata* is its emphasis on productive financing rather than consumptive spending, which directly supports *Sharia* values that promote sustainability and community empowerment. This focus on productive investments—such as agritourism ventures that may include educational gardens, halal homestays, and organic plantations—ensures that the financing provided is used to benefit the community and contribute to the long-term development of rural areas. This orientation towards productive financing is a core principle of Islamic economics, encouraging growth that is both ethical and sustainable.

The social impact potential of *Rahn Agrowisata* extends beyond financial support to include significant contributions to rural development. By facilitating the growth of halal agritourism, this product plays an essential role in advancing the objectives of *maqashid sharia*, which seek to promote the welfare of the community. Specifically, *Rahn Agrowisata* aligns with several key goals of *maqashid sharia*, such as *hifdz al-nafs* (protection of life), *hifdz al-mal* (protection of wealth), and *hifdz al-‘aql* (protection of intellect) (Latifa & Taqiyah, 2025). Through the development of agritourism businesses, rural communities benefit from increased incomes and reduced poverty, thus enhancing their overall livelihoods (*hifdz al-nafs*). The secure, *Sharia*-compliant

financing mechanism provided by *Rahn Agrowisata* enables businesses to access funds without losing control of their assets, thereby upholding the protection of wealth (*hifdz al-mal*). Furthermore, by fostering innovation, economic growth, and sustainable development, *Rahn Agrowisata* contributes to the protection of intellect (*hifdz al-'aql*), empowering rural communities with the knowledge and resources needed to thrive in entrepreneurial endeavors.

The *Rahn Agrowisata* product is a clear example of how Islamic finance can support sustainable development while remaining true to *Sharia* principles. By combining elements of *Rahn Tasjily* with the growing demand for halal tourism, this product not only provides financing but also contributes to rural empowerment, environmental sustainability, and social welfare. As such, it represents an innovative and socially responsible approach to financing within the context of Islamic economics.

Challenges in the Implementation of *Rahn Agrowisata* and the Path Forward

The application of *Rahn Agrowisata* within *Rahn Tasjily* faces several key challenges that hinder its effective implementation. One of the primary challenges lies in the inherent risks of the agritourism business itself, which is influenced by various external factors such as weather, infrastructure, and consumer interest. Agritourism businesses, by their very nature, are vulnerable to fluctuations in tourist demand, particularly due to seasonal changes. To mitigate the impact of such seasonality, businesses can diversify their offerings, develop year-round attractions, and implement targeted marketing campaigns during off-peak seasons. In addition to seasonality, competition from other agritourism destinations poses another challenge. To compete effectively, agritourism ventures need to create unique value propositions, provide high-quality service, and collaborate with local tour operators to enhance visibility. Furthermore, adapting to evolving market trends, such as the increasing demand for eco-tourism and authentic cultural experiences, requires continuous innovation and the ability to update the offerings to match consumer preferences (Aisyianita, Rizkiyani, Damanik, & Permatasari, 2025).

Another significant challenge in implementing *Rahn Agrowisata* is the lack of specific regulations tailored to the agritourism sector, which creates legal uncertainty. The absence of detailed regulations regarding the use of land certificates as collateral for agritourism projects makes it difficult for Islamic financial institutions to operate with clear legal frameworks. To address this, it is essential to develop legal provisions that outline acceptable uses of land certificates and the procedures for collateral execution in cases of default. Furthermore, a comprehensive regulatory framework is needed to govern the development of *Sharia*-compliant agritourism businesses, covering areas such as halal certification, environmental standards, and community engagement. Additionally, consideration of tax incentives and government support mechanisms

for agritourism development would further encourage investment and growth in this sector.

The limited understanding of *Rahn Tasjily* and Sharia-based agritourism within rural communities is another critical barrier to the successful implementation of *Rahn Agrowisata*. Many rural landowners and entrepreneurs are unfamiliar with the concept of Islamic financing, specifically *Rahn Tasjily*, and the benefits it offers compared to conventional financing models. This lack of understanding extends to the agritourism sector itself, with many community members unaware of the market opportunities and potential challenges that come with running agritourism businesses. Furthermore, there is a knowledge gap regarding essential skills for business success, such as business planning, financial management, and risk mitigation. To address these knowledge gaps, extensive education and socialization efforts by Islamic financial institutions are crucial, helping rural communities better understand how *Rahn Agrowisata* can support their business ventures and contribute to local economic development.

A further complication arises from the requirement that land used in *Rahn Tasjily* transactions must have a Certificate of Ownership (*SHM*) (Hidayah, 2025). However, in many rural agritourism areas, land often lacks the necessary legal documentation, such as the *SHM*. This presents a challenge, as the process of acquiring *SHM* involves multiple bureaucratic steps, including applying to the local National Land Office, submitting the required documentation, paying various fees, and undergoing land measurement and inspection. One significant obstacle in this process is the incompleteness of the Building Permit (*IMB*) for land with existing structures, such as bungalows, but lacking the necessary documentation. This issue often leads to the rejection of land certificate applications. Furthermore, the costs associated with securing *SHM* can be a significant financial burden for rural communities, further limiting their ability to access financing through *Rahn Agrowisata*.

Addressing the land tenure issue requires a more in-depth approach. One possible solution is to explore alternative forms of collateral or financing mechanisms for land lacking a clear legal title, such as communal land rights or movable assets, where permitted under both *Sharia* and positive law. Additionally, government agencies and local authorities could play a vital role in facilitating land tenure regularization, simplifying procedures, and reducing costs for rural communities seeking to formalize land ownership. There is also potential to utilize community-based land management systems that respect traditional land ownership structures while integrating with modern financial instruments to provide a viable basis for financing.

Rahn Agrowisata offers significant potential for rural development and the promotion of Sharia-compliant agritourism; however, its implementation faces several challenges. These challenges – ranging from agritourism business risks to regulatory

gaps and community understanding—require careful attention and proactive solutions. By addressing these obstacles through enhanced regulations, education, and innovative approaches to land tenure, *Rahn Agrowisata* can become a key driver of sustainable economic development in rural Indonesia.

Comprehensive SWOT Analysis of *Rahn Agrowisata*: Unveiling Strengths, Weaknesses, Opportunities, and Threats

To understand the full potential and challenges of the *Rahn Agrowisata* product, a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) is presented. This analysis helps identify key factors that could influence the success and development of *Rahn Agrowisata* within the agritourism sector. By examining these aspects, we can outline actionable strategies that enable Islamic financial institutions and rural communities to make the most of opportunities while mitigating potential risks. Below is the detailed SWOT analysis of *Rahn Agrowisata*:

Table 1. SWOT of Rahn Agrowisata

Category	Analysis
Strengths	a. Partiality to small communities: Empowers farmers or landowners in rural areas who face difficulties in accessing conventional financing, providing an inclusive financial solution. b. Supporting Halal Tourism: Aligns with the growing global trend towards halal tourism, presenting a significant market potential, especially within Indonesia's sizeable Muslim population. c. Asset Flexibility: Land used as collateral remains in the customer's possession and can be continuously utilized, ensuring that the asset remains productive and not lost to the <i>rahn</i>. d. Environmental Sustainability: Focus on Sharia-based agritourism intrinsically supports sustainability principles, such as organic agriculture, responsible resource management, and renewable energy utilization, contributing to long-term ecological well-being.
Weaknesses	a. Lack of specific positive legal regulation: The absence of explicit regulations in Indonesia specifically governing <i>Rahn Tasjily</i> for the agritourism sector creates legal uncertainty and hinders broader adoption. This can be addressed by advocating for specific legal provisions that outline collateral valuation, risk assessment, and dispute resolution for this sector.

	b. Limited community understanding: Many rural communities lack knowledge about the concept of Rahn Tasjily or the requirements and benefits of Sharia-based financing. This necessitates targeted education and awareness programs through workshops, seminars, and accessible digital media. c. High risk of agritourism business: Agritourism ventures are dependent on external factors like weather, market demand, and tourism infrastructure, which can lead to financial instability. Mitigation strategies include promoting diversification of income streams within agritourism, implementing comprehensive risk management plans (e.g., insurance), and providing training on business planning and financial literacy.
Opportunities	a. Large Market Potential: Sharia-based agritourism has substantial opportunities to attract both domestic and international Muslim tourists who seek halal and ethically aligned travel experiences. b. Government Support: Existing government programs aimed at encouraging tourist village development can serve as a strong catalyst for the implementation and growth of Rahn Agrowisata. This includes advocating for government incentives like tax breaks, subsidized loans, and infrastructure development specifically for Sharia Agritourism. c. Strategic Partnerships: Islamic financial institutions can form strategic partnerships with cooperatives, farmer groups, local communities, and Sharia investors to expand the reach of Rahn Agrowisata products and services, creating a collaborative ecosystem.
Threats	a. Competition with conventional financing: Conventional financing products may offer seemingly faster and easier processes, posing a competitive challenge. Emphasizing the Sharia compliance, ethical benefits, and long-term sustainability of Rahn Agrowisata is crucial to differentiate the product. b. Economic instability: Economic crises or global pandemics can significantly reduce tourist interest and spending, directly impacting agritourism business income. Developing resilient business models and promoting domestic tourism can help mitigate these effects.

	c. Lack of infrastructure in rural areas: Limitations in access to transport, electricity, and internet connectivity remain significant barriers to the development and growth of agritourism in many rural areas. Collaborative efforts with government and private sectors are needed to improve this infrastructure.
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The *Rahn Agrowisata* product presents a robust framework for supporting the agritourism sector in Indonesia, particularly by addressing the financing needs of rural communities and landowners. The strengths of the product lie in its alignment with the growing halal tourism market, its flexibility in asset use, and its focus on environmental sustainability. These aspects contribute to the product's appeal, especially among Muslim tourists and those seeking ethically and environmentally responsible travel experiences.

However, the weaknesses highlighted in the analysis, such as the lack of specific legal regulations and limited community understanding, pose significant challenges to broader adoption. The absence of clear regulations can create uncertainty, while a lack of knowledge about *Rahn Tasjily* in rural communities suggests a need for greater education and outreach.

The opportunities presented by *Rahn Agrowisata* are substantial, particularly with the potential for growth in the halal tourism market and the support available from government initiatives aimed at rural development. Strategic partnerships with local stakeholders could further enhance the product's reach and effectiveness in promoting sustainable agritourism.

Finally, the threats associated with *Rahn Agrowisata*, such as competition from conventional financing options and the challenges posed by economic instability and inadequate infrastructure, must be addressed through strategic differentiation, business model resilience, and collaboration with government and private entities to improve rural infrastructure.

This comprehensive SWOT analysis provides valuable insights into *Rahn Agrowisata*'s current landscape and outlines actionable strategies to enhance its impact and ensure long-term success.

Conclusion

Rahn Tasjily represents a significant innovation in Sharia-compliant financing, offering inclusive solutions that support the development of halal agritourism. Through mechanisms that allow collateral, such as land certificates, to remain in the borrower's (rahin) possession and control, this financing model provides flexibility for rural

communities to utilize their productive assets while securing the needed capital. This feature of *Rahn Tasjily* is especially valuable in advancing *maqashid sharia*, particularly in safeguarding wealth (*hifz al-mal*) and improving economic welfare. Furthermore, *Rahn Agrowisata*, as an extension of *Rahn Tasjily*, contributes to the achievement of broader *maqashid sharia* objectives. The product directly supports *hifdz al-nafs* (protection of life) by improving livelihoods and reducing poverty in rural communities through sustainable, productive economic activities. It promotes *hifdz al-'aql* (protection of intellect) by encouraging innovation, entrepreneurship, and the development of human capital through business ventures and educational initiatives in rural areas. Additionally, it contributes to *hifdz al-nasl* (protection of progeny) by fostering sustainable and equitable economic opportunities that ensure future generations can benefit from preserved resources and intergenerational well-being.

Within the agritourism sector, *Rahn Tasjily* supports the development of businesses aligned with halal tourism principles, including educational gardens, halal homestays, and halal-certified restaurants. By doing so, it not only empowers local economies but also promotes environmental sustainability. Through the flexibility provided by *Rahn Tasjily*, local entrepreneurs can develop agritourism ventures that reflect Islamic values, contributing to the growth of both the local economy and the broader halal tourism market.

However, the implementation of *Rahn Tasjily* and its application within *Rahn Agrowisata* faces several challenges. Key obstacles include the lack of specific regulatory frameworks for the agritourism sector, limited understanding of Sharia-based financing within rural communities, and the inherent risks of agritourism, including dependence on weather patterns, market demand, and seasonal variations in tourist activity. Addressing these challenges requires collaborative efforts between government entities, Islamic financial institutions, and local businesses to create an enabling environment for *Rahn Agrowisata* to thrive.

In the long term, optimizing *Rahn Tasjily* requires a focus on increasing regulatory clarity, enhancing Islamic financial literacy, and improving rural infrastructure. These efforts will help strengthen *Rahn Tasjily's* contribution to creating a sustainable, inclusive, and competitive Islamic economic ecosystem that supports both local development and the broader goals of *Sharia* finance.

To facilitate these goals, several policy recommendations are critical. First, the development of specific regulations for *Rahn Tasjily* in the agritourism sector is needed, with clear guidelines for collateral valuation, risk assessment tailored to the unique aspects of agritourism, and transparent dispute resolution mechanisms. This would ensure legal certainty and support broader adoption of *Rahn Agrowisata*. Second, implementing education and awareness programs for rural communities on *Sharia* finance principles, the benefits of *Rahn Tasjily*, and strategies for agritourism

business development is essential to bridge existing knowledge gaps and build trust in these financial products. Lastly, providing government incentives and support – such as tax breaks, subsidized loans, and infrastructure development (roads, internet connectivity) – would accelerate the growth of *Sharia* agritourism, attract investment, and foster long-term sustainability in rural areas.

In terms of future research, this study primarily relied on normative jurisprudence and conceptual analysis. Future investigations could benefit from empirical studies that assess the actual impact of *Rahn Agrowisata* on rural communities and the agritourism sector, especially in terms of economic upliftment and social well-being. Comparative studies could also be conducted to analyze the implementation of *Rahn Agrowisata* in different regions or countries, identifying best practices and necessary contextual adaptations. Additionally, exploring the integration of technology – such as blockchain for land title verification, artificial intelligence for risk assessment, and digital platforms for market access – could further enhance the effectiveness and efficiency of *Rahn Agrowisata* programs, making them more accessible and scalable.

Ultimately, *Rahn Tasjily* and its adaptation in *Rahn Agrowisata* hold significant potential for rural development, economic empowerment, and the growth of *Sharia*-compliant agritourism. Through collaborative efforts and strategic policy development, these products can help create a more inclusive and sustainable economic ecosystem.

Conflict of Interest

The authors declare no conflict of interest.

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