

ABSTRACT

Lailatul Afifah, 2015. The Implementation of UU No. 9 in Warehouse Receipt Using Rahn Persepctive, Thesis. Islamic Law Business Department, Faculty of Syariah, State Isalmic University Maulana Malik Ibrahim Malang.

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Key word : System of warehouse receipt, pawning

The decrease of commodity price in large harvest is problem which cannot be avoided by Indonesian farmers. The government tries to cope with this case by making the rule of warehouse receipt documentation. This document can be an assurance to Institution of Bank Finances or non bank. By using warehouse receipt system, the farmers are expected to not sale their harvest to the middleman who gives low price. The farmers are able to assure of the warehouse receipt document and they can get loan from Institution of Bank Finances or non Bank according to obtained requirement by controlling the warehouse receipt document.

This study has two question problems taken from the case which is mentioned above, those are: (1) How is the implementation of warehouse receipt which is pawned in Commodity Warehouse at Malangsuko-Tumpang-Malang regency? (2) How is Rahn perspective toward the implementation of warehouse receipt?

This study is a kind of empiric research (juridicial sociology) by using qualitative method. The data source is taken by interviewing, observing the documentation from the field of research. Data processing of this study consists of editing, coding, and tabulating.

The result of this study shows that the implementation of warehouse receipt has been suitable with the law requirement. The applied system is according to the procedure also, but the mechanism of publication process by the manager has long time until the donation can be acceptable. The implementation of this guarantee warehouse receipt by Rahn perspective is appropriate with the contract process, and the requirement is completed also. According to Rahn, the transaction of purchase and sale is permitted in the normal price situation. There is imbalance toward additional cost or interest which should be paid by the customer. The interest has been determined in the first agreement. However, this case should not be permitted because of the existence of additional cost or interest which should be paid by the customer, except the base debt is called by usury (riba').