

ABSTRACT

Tri Ayu Riwayani, NIM 11220035, 2015. *Perbandingan Hukum Jaminan Fidusia Menurut Undang-Undang Nomor 42 Tahun 1999 Dengan Hukum Rahn Tasjîlî Menurut Fatwa Nomor 68/DSN-MUI/III/2008*. Thesis. Department of Sharia Business Law. Faculty of Sharia. State Islamic University of Maulana Malik Ibrahim Malang. Advisor: Burhanuddin Susanto, S.HI., M.Hum.

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There is increasing in building of economic and necessary that take much of funds be used for fulfill the daily need. And the funds gets from loan activity. In the loan activity there is product that can using by society in goods assurance form to get financing, that is *Rahn* and *fidusia assurance*.

The purpose of this research is to knowing the *fidusia assurance* law according to Undang-Undang Nomor 42 Tahun 1999 about *fidusia assurance* with *rahn tasjîlî* law according to instructions Number 68/DSN-MUI/III/2008 and to know about the law comparison between *fidusia assurance* based on Undang-Undang Nomor 42 Tahun 1999 with *rahn tasjîlî* based on the instructions Number 68/DSN-MUI/III/2008. To get the goal, the researcher use normatif research law with using comparative approach.

There are two finding of this research. *First*, *fidusia assurance* is a treaty where is the debtor make his treaty to the creditor about debit and credit. That is become ownership proof for an object as the assurance to his debt and also added with an interest. The treaty in *fidusia assurance* is called as *accessoir treaty* (addition treaty), is not the main treaty of debit and credit. To fulfill the achievement between parts so *fidusia assurance* have to be registered on the *Fidusia Registration Office*. Whereas the substance of *rahn tasjîlî* from *râhin* make a treaty with *murtahin*. That is called as *rahn tasjîlî*. This treaty use debit and credit agreement. And it also be completed with an assurance as the ownership proof object where is given to *murtahin*. It mean there is a characteristic of *accessoir* in the *rahn tasjîlî*. Because the guarantee in a debit and credit of *rahn tasjîlî* is an addition treaty. *Second*, The difference between the fiduciary with *Rahn tasjîlî* can be seen in terms of maintenance items. In fiduciary, maintenance objects that serve as collateral for a debt that is the duty of the creditor, but the cost of maintenance is the responsibility of the debtor. While in the maintenance *tasjîlî Rahn* objects used as collateral for a debt that is not only an obligation *rahin*, but can be done also by *murtahin*, While the similarities is can be seen from various aspects of the definition, object, form of treaty, ending of treaty, and the way of execution goods. One of the aspect from object view, *fidusia assurance* and *rahn tasjîlî* is same being to assurance for debt not form of the goods, but proof of the goods ownership.