



## **Illegal Pawn Practices Amid the Covid-19 Pandemic To Survive**

**Meliyana Auliya**

Faculty of Law, Universitas Negeri Semarang, Indonesia

✉ [meliyana2411@students.unnes.ac.id](mailto:meliyana2411@students.unnes.ac.id)

**Vilha Ester T. Makanuay**

Faculty of Law, Universitas Negeri Semarang, Indonesia

**Dian Latifiani**

Faculty of Law, Universitas Negeri Semarang, Indonesia

✉ [dianlatifiani@gmail.com](mailto:dianlatifiani@gmail.com)

Submitted: April 28, 2021 Revised: May 21, 2021 Accepted: May 31, 2021

### **ABSTRACT**

This article aims to explain illegal pawning in the midst of the Covid-19 pandemic in Indonesia, this pandemic has caused losses to the economic sector and almost all sectors are affected by activity restrictions which increasingly make people unable to run their businesses so that some have to lose their jobs and cannot support their family. This August report from the Central Statistics Agency (BPS) stated that Indonesia's economic growth in the second quarter of 2020 was minus 5.32 percent. With this difficult situation some people choose to pawn their goods or assets to illegal plaintiffs, people who are easily affected because of the easy and fast process tend to prefer private pawns that do not have this permit compared to official pawns that have been registered with the OJK.

**Keywords: Pawn; Law; Loan.**



## INTRODUCTION

Indonesia was officially exposed to the Covid-19 Virus in early March 2020, the corona virus or covid-19 was an event that had never been predicted before. The existence of this virus makes the normal activities that we do nowadays greatly change from the previous normal activities, because here we are required to continue to carry out all activities, but it is very limited in order to reduce the circulation of this virus. Lots of impacts have occurred after the emergence of this Covid-19 virus. Restrictions on existing community activities hamper economic activity, automatically business actors make efficiency to reduce losses. This August report from the Central Statistics Agency (BPS) stated that Indonesia's economic growth in the second quarter of 2020 was minus 5.32 percent. As a result, many workers have been dismissed or even dismissed (PHK), so they lost their jobs. Meanwhile, those who lose their jobs must still make ends meet. They struggle and are confused about where they get the funds, while they don't have any more income like before. One of their efforts is to choose to pawn valuables in order to survive. The founders of private pawns who started to stand without having a (illegal) business permit began to appear without fulfilling the requirements as a place for a mortgage, people who were tempted without thinking because they were offered fast services without waiting for a long time, aka 10 minutes of money can be handed over. Illegal pawn business is a pawn business that operates without permission from the OJK in accordance with the Financial Services Authority Regulation Number 31 / POJK. 05/2016 concerning Pawnshop Business (POJK). Illegal pawning services also have a characteristic, namely that they do not have an appraiser and insure the goods being pawned, so people are advised to remain vigilant.

Basically a pawn is given to guarantee a bill. This provision is referred to in Article 1150 of the Civil Code, wherein this provision stipulates that a pledge is a right obtained by a creditor for a movable property which is handed over to him by a debtor or another person on his behalf and gives the creditor the power to collect the receivables from the proceeds. the sale of the said goods takes precedence over other creditors. Excluded from surrender to the creditor are costs for auctioning the goods and costs incurred to save them



after the goods are pawned. Items that can be submitted for pawning are tangible movable items such as machinery, office inventory and intangible movable items, namely collection rights or also known as receivables.

Pawning is a tangible financial transaction that has existed for a long time and has occurred in the history of the development of human life. The oldest pawn system itself was found in China 3000 years ago, also on the European continent and in the Mediterranean region during Roman times. In Indonesia, the pawning practice has been around for hundreds of years, even now this practice is still valid in Indonesia. From their ancestors until now, Indonesian citizens have been accustomed to conducting debt-receivables transactions with movable objects as collateral.

The main task of the pawnshop institution itself is to provide loans to the community on the basis of pawning law so that the community is not harmed by the activities of informal financial institutions which tend to take advantage of the urgent funding needs of the community. The legal basis for pawnshops in general is in accordance with Law No.9 of 1969. The article states that the nature of the business a pawnshop does is to provide maximum service for public benefit and at the same time generate profits based on the principles of existing company management. Whereas in Article 7 it is stated that there are several pawnshop duties, namely: participate in improving the level of welfare of the community, especially the lower middle class by providing funds in accordance with the legal basis for pawning and other financial services based on the provisions of the applicable laws, second is to prevent customers or the public at large from deviating from the legal basis acts such as illegal mortgages, usury practices and improper loans. Some of the valuable items that can be pawned are certificates, vehicles, agricultural and fishery tools, electronic goods, and gold. Gold is a common item that many people use for pawning, because the prospect of investing in gold is increasingly profitable because the price is always rising. second is to prevent customers or society at large from deviating from the prevailing legal basis such as illegal pawning, usury practices and improper loans. Some of the valuable items that can be pawned are certificates, vehicles, agricultural and fishery tools, electronic goods, and gold. Gold is a common item that many people use for



pawning, because the prospect of investing in gold is increasingly profitable because the price is always rising. second is to prevent customers or society at large from deviating from the prevailing legal basis such as illegal pawning, usury practices and improper loans. Some of the valuable items that can be pawned are certificates, vehicles, agricultural and fishery tools, electronic goods, and gold. Gold is a common item that many people use for pawning, because the prospect of investing in gold is increasingly profitable because the price is always rising.

In accordance with the provisions of Government Regulation Number 178 of 1961, the status of the Pawnshop Institution is the Pawnshop Bureau. Then with the existence of Government Regulation Number 10 of 1990 dated April 1, 1990, the Pegadaian Service Company was changed to a Public Pegadaian Company. With the existence or issuance of this Regulation is the initial milestone of the revival of Pegadaian. One of the things to note is that this regulation emphasizes the mission that must be assumed by Pegadaian to prevent the practice of usury, which this mission does not change until the issuance of Government Regulation Number 103 of 2000 which is used as the basis for the business activities of the Public Company of Pegadaian.

### RESEARCH METHODE

The legal research method used is a qualitative approach and the type of research is normative juridical. The source of this research data is from secondary data sources with data collection techniques through library research and documentation

### RESULTS AND DISCUSSIONS

Etymologically pawning has the meaning of permanent, eternal, and guarantee. Meanwhile, according to the civil law code (KUHPER) Article 1150, a pledge is defined as a right which is obtained by a person owed for a movable property, which is handed over to him by a debtor or by another person on his behalf, and which gives power to the debtor. in order to take the payment of the goods first over other indebted persons, with the



exception of the costs to auction off the goods and the costs incurred to save them after the goods were pawned, which costs should take precedence.

Pawning is a real agreement, where this agreement is an agreement with the need for an agreement and a real action (transfer of power over the pledged property). The delivery is made by the debtor who gives the pledge and is addressed to the creditor who receives the pledge. In accordance with Article 1152 paragraph 1 of the Civil Code, the submission may be made to a third party with the condition that it is mutually agreed between the debtor and creditor. The control of the pledged property must be absolutely transferred from the pawner because Article 1152 paragraph 2 of the Civil Code strictly prohibits the control of the pledged item by the pawner. If this is violated, the mortgage will be canceled<sup>1</sup>.

Another definition of a pledge is an agreement made between a creditor and a debtor, whereby the creditor hands over movable objects to the creditor, to be used as collateral for the settlement of the pawning debt, when the debtor fails to carry out his performance. In this definition, pawning is manifested as an *accessoir* agreement (additional), while the main agreement is a loan and borrowing agreement with movable property as collateral. In another sense, Pawning is often equated with credit with collateral, which is credit given to a customer or creditor who is willing to provide certain objects or securities or people to be tied as collateral<sup>2</sup>. Then if a debtor is negligent, the guaranteed goods can be auctioned to pay off the debtor's debt. As a material right, the lien continues to follow the object or the items pawned in the hands of whoever is holding it (*droit de suite*). Thus what is contained in it is also a right to sue because the pledge recipient has the right to claim back<sup>3</sup>. This provision is contained in Article 1152 paragraph 3 of the Civil Code, namely: "If however the goods are lost from the hands of the recipient of this pledge or have been stolen from them, then he has the right to demand them back as stated in Article 1977

<sup>1</sup> Gunawan Widjaja and Ahmad Yani. (2000). *Hukum tentang Perlindungan Konsumen*. Jakarta : Gramedia Pustaka Utama, p. 93

<sup>2</sup> Latifiani, Dian. 2013. *Juridical Review of the Analysis of Business Loans as a Preventive Effort for the Arising of Bad Loans*. *Pandecta* Volume 8 No 2. July 2013

<sup>3</sup> Frieda Husni Hasbullah: (2005). *Hukum Kebendaan Perdata, Hak-Hak Yang Memberi Kenikmatan Jilid I*, Jakarta, Ind-Hill-Co, p. 26



paragraph (2), whereas if the pledged goods are recovered, liens are deemed never lost”. This agreement is intended to provide guarantees for certain performance obligations, which are generally not always payable and receivable agreements.

Pegadaian offers loan services with collateral for movable objects subject to pawning law as an option for the community to meet both productive and productive needs<sup>4</sup>.

Rahn is almost similar to a pawn, but rahn is not intended as collateral for the repayment of a particular debt. The owner of the goods in possession does not pay the interest on the loan he receives, but pays the deposit fee. Ar-Rahn is holding one of the borrower's assets as collateral for the assets he receives.

The pawn business has existed since colonialism in the middle of the 18th century. In 1746 the VOC founded De Bank van Leening which later became De Bank Courant en Bank van Leening in 1752. This bank was the first bank born in the Dutch East Indies and became the forerunner of the banking industry in Indonesia. However, in 1811, the British Government took over and dissolved the Van Leening Bank. The first legal pawn business was established in Sukabumi on April 1, 1901. At that time, the State Pawnshop was established through an ordinance issued with Staatblad number 131.

April 1 is also recorded as the anniversary of Pegadaian. In 1905 Pegadaian took the form of a Bureau, then in 1961 it changed to PN (State Company) based on PP in lieu of Law No.19 of 1960 and PP No. 178 of 1961. Eight years later, the form of legal entity Pegadaian has undergone another change. In 1969 the status of Pegadaian as a PN changed to PERJAN based on Government Regulation (PP) No.7 of 1969. In 1990, the legal form of Pegadaian was again changed from PERJAN to PERUM based on PP No.10 of 1990 which was updated with PP No.103 of 2000. As of April 1, 2012, the form of PERUM's legal entity changed to Persero based on PP. 51 of 2011 and has survived until now. Along the way, private business actors are quite prevalent in running this pawn business. Starting from conventional pawns on the side of the road, to online pawns.

<sup>4</sup> Abubakar, Lastuti. 2012. "Pawn Institutions as an Alternative for Self-Strength Based Financing (The Idea for the Establishment of the Law on Settlement)". Legal Podium. Volume 24 Number 1 February 2012, page 5



The proliferation of pawnshops has previously prompted the OJK to issue POJK Number 31 of 2016 concerning Pawnshops. In 1969 the status of Pegadaian as a PN changed to PERJAN based on Government Regulation (PP) No.7 of 1969. In 1990, the legal form of Pegadaian was again changed from PERJAN to PERUM based on PP No.10 of 1990 which was updated with PP No.103 of 2000. As of April 1, 2012, the form of PERUM's legal entity changed to Persero based on PP. 51 of 2011 and has survived until now. Along the way, private business actors are quite prevalent in running this pawn business. Starting from conventional pawns on the side of the road, to online pawns. The proliferation of pawnshops has previously prompted the OJK to issue POJK Number 31 of 2016 concerning Pawnshops. In 1969 the status of Pegadaian as a PN changed to PERJAN based on Government Regulation (PP) No.7 of 1969. In 1990, the legal form of Pegadaian was again changed from PERJAN to PERUM based on PP No.10 of 1990 which was updated with PP No.103 of 2000. As of April 1, 2012, the form of PERUM's legal entity changed to Persero based on PP. 51 of 2011 and has survived until now. Along the way, private business actors are quite prevalent in running this pawn business. Starting from conventional pawns on the side of the road, to online pawns. The proliferation of pawnshops has previously prompted the OJK to issue POJK Number 31 of 2016 concerning Pawnshops. In 1990 which was renewed by Government regulations No.103 of 2000. As of 1 April 2012, the form of PERUM's legal entity changed to Persero based on Government regulations No. 51 of 2011 and has survived until now.

Along the way, private business actors are quite prevalent in running this pawn business. Starting from conventional pawns on the side of the road, to online pawns. The proliferation of pawnshops has previously prompted the OJK to issue POJK Number 31 of 2016 concerning Pawnshops. In 1990 which was renewed by Government regulations No.103 of 2000. As of 1 April 2012, the form of PERUM's legal entity changed to Persero based on PP No. 51 of 2011 and has survived until now. Along the way, private business actors are quite prevalent in running this pawn business. Starting from conventional pawns on the side of the road, to online pawns. The proliferation of pawnshops has previously prompted the OJK to issue POJK Number 31 of 2016 concerning Pawnshops.



### Characteristics of Pawn

Based on the provisions in Article 1150 of the Civil Code and other articles in the Civil Code, it can be concluded that the nature and characteristics of a lien are as follows:

- a. The object of pawning is moving material, whether it is a tangible or intangible movable object.
- b. Liens give priority position (*droit de preference*) to creditors who receive the pledge.
- c. Pawning is a property right over movable objects or goods belonging to someone, therefore, even though the goods pawned change hands, the goods pawned continue to follow whoever the object of the goods being pawned is located (*droit de suit*). If the goods being pawned are lost or stolen by someone else, the creditor who receives the pledge has the right to claim back.
- d. The goods or goods being pawned must be under the control of the creditor of the pledge recipient or a third party for and on behalf of the pledge recipient due to the *inbezitstelling* requirement. The terms of *inbezitstelling* itself can be concluded in the provisions of Article 1150 and Article 1152 of the Civil Code and this is the main condition for the validity of a pawning agreement. However, before the goods are handed over by the debtor to the creditor, the pledge agreement must always be preceded by a principal agreement, because without a principal agreement, the pledge agreement as an accessory agreement will never occur. Then the object submitted must be a moving object, both tangible and intangible. Meanwhile, a person who pawns or a debtor is someone who is capable of taking legal action. Therefore, people who are still under age, or who are under guardianship and under interdiction are not allowed to pawn their belongings themselves. If this continues, a cancellation can be requested.
- e. Pawning is an accessory to the principal or preliminary agreement, such as a loan-borrowing agreement, accounts payable, or credit agreement. Accessoir has the meaning that the lien applies depending on whether or not the principal agreement or accounts receivable is available. If the accounts payable agreement is valid, then





the pledge agreement as an additional agreement is also valid, and vice versa. Thus, if the loan-receivables agreement is transferred, then the automatic lien will also change; on the other hand, the lien cannot be transferred without the transfer of the loan agreement. And if for some reason the pledge agreement is canceled, then the payable agreement is still valid provided that it is made legally. There are consequences of a pawn agreement as an accessoir agreement, namely: (1) Even though the pledge agreement is canceled because it violates the provisions of the pawning which is forcing, the main agreement is usually in the form of a payable agreement still valid, if it is made legally. However, if the bill does not have any other basis for specialization, it is now a mere concurrent bill; (2) The lien cannot be transferred without the principal commitment, but if the transfer of the principal commitment covers the accesoir, this includes if there is a lien. Thus in accordance with the provisions in Article 1533 of the Civil Code.

- f. The goods being pawned are collateral for the repayment of debtors' debts to creditors. So collateral cannot be used, enjoyed, let alone possessed; the creditor only acts as a holder, not as a *burgerlijke bezitter*.
- g. Pawning has an indivisible nature (*ondelbaar*), that is, it burdens the whole object of the material being pawned and constitutes every part thereof, provided that if a portion of the guaranteed debt has been paid, it does not mean that part of the material or goods pawned is freed from it. *liens* burden, but the lien continues to burden all objects of the mortgage for the remaining outstanding debt.

The legal basis for other pawning can also be seen in the following laws and regulations:

1. Article 1150 of the Civil Code to Article 1160 book II of the Civil Code
2. Government Regulation Number 7 of 1969 concerning Pawnshop Companies
3. Government Regulation Number 10 of 1970 concerning Amendment to Government Regulation Number 7 of 1969 concerning Pawnshop Companies
4. Government Regulation Number 103 Year 2000 regarding Public Company (*Perum*) *Pegadaian*.

### **Illegal Pawn**



Illegal pawn business is a pawn business that operates without permission from the OJK in accordance with the Financial Services Authority Regulation Number 31 / POJK.05 / 2016 concerning Pawnshop Business (POJK). The Financial Services Authority (OJK) announced 17 names of illegal pawn businesses, namely (Amadeus pawn, Asa pawn, Barokah Pawn and others). This illegal pawn does not meet the requirements such as for example not having an appraiser, while to say that it is legal for the pawn business, it is mandatory to have an appraiser. OJK made regulations to prioritize the principle of openness in the pawn business in order to encourage growth as well as provide protection to the public. Pawnshops are prohibited from being owned directly or indirectly by foreign citizens and / or business entities partly or wholly owned by foreign nationals or foreign business entities. unless the direct or indirect ownership is carried out through a stock exchange.

OJK itself has given two years for private pawning service actors to apply for a business license, since this regulation was promulgated. Some of the requirements that must be met by a private pawnshop to obtain permission from the OJK include having a pawn expert, a certified appraiser, and an adequate storage area. After obtaining a license, a private pawnshop business will obtain a registration number from the OJK. The regulation was also designed by the OJK to provide official permits for private pawning service actors so that they no longer need to secretly carry out their business activities. Through this regulation, it is hoped that private pawning businesses will grow to make it easier for the community or small and medium enterprises (UKM) to access financial institutions.

OJK admits that it does not impose sanctions on unlicensed private pawning businesses, but leaves the decision to the public. "No (there are sanctions), the community will judge later. People are welcome to use (pawning services) that have not been licensed but there is no consumer protection. The business license granted by the OJK, according to him, will facilitate mitigation of problems in the supervisory system, including potential if pawning services are used for money laundering In addition to monitoring based on the conditions for applying for a license, OJK also encourages pawn service actors to implement the



Know Your Customer principle to ensure understanding of someone who is pawning goods. the community will judge later. People are welcome to use (pawning services) that have not been licensed but there is no consumer protection. The business license granted by the OJK, according to him, will facilitate mitigation of problems in the supervision system, including the potential if the pawn service is used for money laundering. In addition to supervising based on the requirements for applying for a permit, OJK also encourages pawning service actors to implement the Know Your Customer principle to ensure understanding of someone who is pawning goods. the community will judge later.

People are welcome to use (pawning services) that have not been licensed but there is no consumer protection. The business license granted by the OJK, according to him, will facilitate mitigation of problems in the supervision system, including the potential if the pawn service is used for money laundering. In addition to supervising based on the requirements for applying for a permit, OJK also encourages pawning service actors to implement the Know Your Customer principle to ensure understanding of someone who is pawning goods.

### **Subject to lien law**

Basically, those who have the right to hold the pledge are the ones who lend something to the pawner, because the pawn item is collateral as a debt that he gives to the borrower. In the principle of pawning, the bank as the recipient of the goods has the right to hold the goods until all debts of the customer are paid off. During that period the customer will be charged a maintenance fee. (Ahmad Syahnan: 2020). The person who lent the loan to the pawner is handling the goods, if both parties are willing and feel trust in each other. However, if one of them feels insecure or does not copy trust, then the item is held by a third party which has been agreed by both parties. So the pawning subject itself consists of two parties, namely the pawner (pandgever) and the pawn recipient (pandnemer). Pandgever is a person or legal entity that provides collateral in the form of movable objects as a pledge to the pawn recipient for money loans given to him or a third party. Iskandar, Addiarrahman (in <http://www.pegadaian.co.id/info-dari-masa-ke-zaman.php>, accessed: July 5, 2014) explained that changes in the form of a legal pawnshop can be understood as



an effort to improve the productivity and efficiency. This is due to the historical background that the existence of pawnshops is intended to: prevent bonded bonds, loan sharks, and other improper loans, improve the welfare of the poor, support government programs in the economic sector and national development. July 5, 2014) explains that the change in the form of a legal pawnshop can be understood as an effort to increase productivity and efficiency. This is due to the historical background that the existence of pawnshops is intended to: prevent bonded bonds, loan sharks, and other improper loans, improve the welfare of the poor, support government programs in the economic sector and national development. July 5, 2014) explains that the change in the form of a legal pawnshop can be understood as an effort to increase productivity and efficiency.

This is due to the historical background that the existence of pawnshops is intended to: prevent bonded bonds, loan sharks, and other improper loans, improve the welfare of the poor, support government programs in the economic sector and national development.

The elements of the pawner:

1. Person or legal entity
2. Provides guarantees in the form of moving objects
3. To the pawn recipient
4. There is a money loan

A pawn recipient (pandnemer) is a person or legal entity who receives a pledge as collateral for a loan of money that he gives to a pawner (pandgever). The legal entity appointed to manage a pawnshop is a pawnshop company. This company was founded based on:

1. Government Regulation Number: 7 of 1969 concerning Pawnshop Companies
2. Government Regulation Number 10 of 1970 concerning Amendment to Government Regulation Number 7 of 1969 concerning Service Companies
3. Government Regulation Number 103 of 2000 concerning Public Company (Perum) Pegadaian.

**Matters that must be considered in the implementation of a pawn**



The position of the pledged property is only a mandate that is entrusted to it by the plaintiff as long as it is in the hands of the pawning holder. BPKB pawning is an effort made by the community to obtain a sufficiently large amount of cash or cash loans secured by a Vehicle Ownership Certificate (BPKB) book, whether a car or a motorbike, as proof that the vehicle belongs to it. (Fitri: 2021). Utilization of pawned goods, pawned goods are not allowed to be taken for the benefit, either by the owner or the recipient. Because the status of the item is only a guarantee of payment and a mandate for the recipient. However, if you get permission from each of the parties concerned, it can be used. In order for the agreement to contain provisions if the pledge person or the recipient of the pledge requests permission to use the pledged goods, then the result becomes common property. This provision is intended to prevent property from functioning or being redundant.

The risk of damage to the pawned property: Damage to the pawned property accidentally caused by the recipient of the pawn. In this case the pledge recipient does not bear the risk of the minimum price of the goods. The calculation starts at the time the pawning item is handed over to the pawn recipient until the day it is damaged or lost. Maintenance of the pawned item. The cost of maintaining the pawned property is borne by the pawner, because the item comes from the pawner and remains his property. Meanwhile, the costs needed to store and maintain the safety of the pawned goods are borne by the recipient of the pledge in his position as the person receiving the mandate. The categories of pledged goods that can be pawned as collateral are all movable and immovable property that meets the following conditions: Tangible objects at the time the agreement occurs, the objects are immediately handed over to the recipient of the pledge, Payment or settlement of the pawning debt. If this happens until the time that has been determined, the owner of the pledged item has not paid back the debt yet, then the party who receives the pledge may order the owner of the pawn to sell the pawned item to pay off the debt.

Procedure for pawning auction: The person who pawns the goods may not sell or grant the pawned goods, while the pawning recipient is allowed to sell the goods on condition that at maturity the pledge party cannot pay off their obligations.

### **Risk of illegal pawning**



In carrying out pawning and financing activities. The pawning institution does not deny that there are risks that occur to it. The risk that is often faced is human error, this comes from the employees themselves. It is not uncommon for several times, employees have to replace their personal money with this risk. One of the things done by PT. Pegadaian or perhaps also by companies engaged in finance and non-finance, namely the establishment of risk management. Where risk management is a structured and systematic process in identifying, measuring, mapping, developing, alternative risk management, monitoring, and controlling risk management, it is also feared that it can be misused for the money laundering of irresponsible people. The spread of unlicensed private pawning services, it is feared that bad faith will arise to consumers which can harm consumers, the bad intentions committed by these consumers can be in the form of: (1) the unlicensed business activity brings away consumer collateral; (2) lost consumer collateral; (3) before the maturity date, the consumer collateral has been auctioned. (Ahmad A Kurniawan: 2019 pp. 4-5). The OJK does not impose any sanctions on ilegal pawning, but everything returns to the community, so it is notified to the public about the characteristics of illegal pawning such as not having an appraiser, no permission from OJK, collateral for pawning is not insured, interest rates are high and still exist again, the public is asked to always be vigilant because more than 500 illegal pawning businesses have been recorded that have been spread.

### CONCLUSION

Based on the existing studies, it can be concluded that the Pawn is a real agreement, where this agreement is an agreement with the need for an agreement and a real action (transfer of power over the pledge). The delivery is made by the debtor who gives the pledge and is addressed to the creditor who receives the pledge. In accordance with Article 1152 paragraph 1 of the Civil Code, the submission may be made to a third party with the condition that it is mutually agreed between the debtor and creditor. During this pandemic, the founder of private pawnshops, who continued to stand, offered their services that could harm the community, so for the founders of illegal pawns to immediately register their business with the OJK. It takes help from all students and the ojk to provide socialization



for pawn business founders in order to embrace pawn business actors to register their business with the OJK. Through the published regulations, it is hoped that private pawning businesses will grow to make it easier for the community or small and medium enterprises (UKM) to access financial institutions.

### BIBLIOGRAPHY

- Abubakar, Lastuti. 2012. "Pawn Institutions as an Alternative for Self-Strength Based Financing (The Idea for the Establishment of the Law on Settlement)". Legal Podium. Volume 24 Number 1 February 2012. Page 5
- Adjie, Habib & Emmy Haryono Saputro. Legal protection for the owner of the object for auctioning the object of the pledge. Journal of Business Law. Edition No. 1 Volume 1, April 2015. Pages 56-57
- Aenurofiq, Hamza. 2014. "Subject of Lien". Posted in [http://hamzahaenurofiq.blogspot.com/2014/12/normal-0-false-false-false-in-x-none-x\\_67.html](http://hamzahaenurofiq.blogspot.com/2014/12/normal-0-false-false-false-in-x-none-x_67.html). Downloaded Monday, April 26.
- Azanella, Luthfia Ayu. 2018. "Pawn Business Trips from Time to Time" Loaded in <https://ekonomi.kompas.com/read/2018/05/30/070000126/perwisata-bisnis-gadai-dari-masa-ke-masa-?page=2>. Downloaded Tuesday, April 20
- Frieda Husni Hasbullah. (2005). *Hukum Kebendaan Perdata, Hak-Hak Yang Memberi Kenikmatan Jilid I*, Jakarta: Ind-Hill-Co.
- Ghafar, Affan Ahmad & Jumaidi Purwoadmojo. 2019. Utilization of Pawn Goods in Under-Handed Payable Agreements. Journal of Notarius. Edition No. 1 Volume 12, March, 2019. Pages 488-490.
- Iskandar and Addiarrahman. 2017 "The Social History of the Development of Law of Pawn and Rahn (Sharia Pawn) in Indonesia". e-journal Vol 17 December 2 2017 Pages 176 - 177



- Kurniawan, Achmad Andri. 2019. "Legal Protection for Consumers for Pawn Collateral at Pawnshops without Obtaining Permission from the Financial Services Authority". Jember University Faculty of Law.
- Luthfiyah, M. 2010. "General Concepts of Pawn". Loaded in [http://eprints.walisongo.ac.id/3128/3/62311037\\_Bab2.pdf](http://eprints.walisongo.ac.id/3128/3/62311037_Bab2.pdf). Downloaded Friday, April 23.
- Latifiani, Dian. 2013. Juridical Review of the Analysis of Business Loans as a Preventive Effort for the Arising of Bad Loans. *Pandecta* Volume 8 No 2. July 2013
- Maharanny. Ninin, Non Ayu Salmah. Emma Lilianti. 2021. Analysis of Rahn (Gold Pawn) Financing Accounting Treatment Based on PSAK 107 (Case Study at PT. Pegadaian Syariah Simpang Patal Palembang Branch). *Mediation Journal*. Vol 3 No 2 March 2021 Pg 198
- Ningsih, Fitri pratiwi. 2021. Analysis of vehicle BPKB Pawn Patterns by applying the FG-GROWTH Algorithm. Vol 1 No 9 February 2021 P.418
- Oktayani, Dewi. 2019. Pawn Auction in Islamic Perspective. *Our Scientific Economic Journal*. Edition No. 2 Volume 8, December 2019. Pages 266-267.
- Rizal, Jawahir Gustav. 2020. "The Covid-19 Pandemic, What Are the Impacts on the Indonesian Labor Sector". <https://www.google.co.id/amp/s/amp.kompas.com/tren/read/2020/08/11/102500165/pandemi-covid-19-apa-saja-dampak-pada-sektor-employment-indonesia->. Downloaded Tuesday April 20
- Rohmah, Z. 2018. "Pawn in Positive Law". Posted in <http://repo.iain-tulungagung.ac.id/9921/5/BAB%20II.pdf>. Downloaded Friday, April 23.
- Suhaina, Siti. 2016. Comparison of Sharia Pawn Law with Conventional Pawn at PT.Pegadaian Pekanbaru. *Journal of Islamic Research*. Issue No.2 Volume 3, October 2016. Pages 2-3.
- Satrio, J. 2002. "Overview of Collateral Pledged Goods". Loaded in <https://sinta.unud.ac.id/uploads/wisuda/1090561059-3-BAB%20II.pdf>. Downloaded Monday, April 26.





- Sawotong, DM. 2014. Material Guarantee at PT.Pegadaian for the goods being pawned. Thesis. Sam Ratulangi University.
- Syahnan, Ahmad. 2020. Mechanism For Golden Gold (RAHN) financing in PT. BANK BRISYARIAH Jambi Page 9
- Triono, Moh Hadi. 2018. Motorcycle pawn practice in terms of civil law and Islamic law. Thesis. Tulungagung State Islamic Institute
- Wikanto, Adi. 2021 Watch out, this is a list of illegal pawn businesses according to the OJK, avoid being a victim  
<https://www.google.co.id/amp/s/amp.kontan.co.id/news/awas-ini-daftar-bisnis-gadai-legal-according-ojk-avoid-don't-be-victim>. Downloaded April 20
- Widjaja Gunawan and Ahmad Yani. (2000). *Hukum tentang Perlindungan Konsumen*. Jakarta: Gramedia Pustaka Utama.
- Yozami, Mohammad Agus. 2016. OJK Regulations concerning Pawnshops Prioritizing the Principle of Openness.  
<https://m.hukumonline.com/berita/baca/lt57f38fd441649/peraturan-ojk-tentang-pegadaian-kedepankan-asas-keterbopen> 4 October 2016. Downloaded 20 April