
IMPLEMENTATION OF THE *RAHN* AGREEMENT AT BANK JATIM SYARIAH SAMPANG

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Abstract

This research aims to determine the implementation of the *rahn* contract at the Bank Jatim Syariah Sampang Bank. This research approach is an object of field research using a qualitative approach, namely a research procedure that produces descriptive data in the form of written or spoken words from people and observable behavior. The results of research regarding the Implementation of the Rahn Agreement at Bank Jatim Syariah Sampang as follows: first, the pawn financing procedure: has fulfilled the administrative requirements and complies with the harmony and conditions of the *rahn*, such as; Prospective customers submit requests for pawn financing facilities, valid identification (KTP), and collateral to the pawn party. The pawn party assesses the collateral that has been submitted by the prospective customer and the loan nominal is based on the estimate. Second, delivery of pawned goods as collateral for debt; Loans by pawning goods as collateral for debts in the form of *rahn* are permitted by law, and practices that follow sharia principles as stated in Article 1 of the DSN-MUI Fatwa Number: 26/DSN-MUI/III/2002. Third; Determination of maintenance rental fees; Maintenance and storage fees are *ujrah* that customers must pay every ten days, based on the amount depending on the value of the customer's loan. Yet the maintenance and storage costs for *marhun* do not follow the provisions of paragraph 4 of the DSN-MUI fatwa Number 25/DSNMUI/III/2002.

Keywords: Implementation, Rahn Agreement, Bank Jatim Syariah

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INTRODUCTION

Rahn is an activity of pawning goods as collateral for a debt transaction carried out. A person who gives an item (*rabin*) to a *murtabin* person, then the item remains the property of the guarantor (*rabin*). As a result, a collateral recipient (*murtabin*) may not use or sell the collateral before obtaining permission from the collateral provider. Meanwhile, a *murtabin* can ask the *rabin* for money if it is used to maintain the *rabin*'s belongings if maintenance is needed on the goods (Fadali Rahman & Ashari, 2020). Nowadays, *rahn* is one of the solutions to the urgent money needs that society needs.

Thus, the *rahn* contract is one of the categories of Hybrid contract contracts (Amiyati, Fuadi, and Sinaga 2022) where the contract occurs as a combination of two contracts put together, namely a debt and receivables contract, and an *ijarah* in the form of a deposit of goods. On this basis, the financial institution has the right to ask for a deposit fee (*mu'nab*). The collateral remains the property of the person who gives it (the person who owes it) but is controlled by the recipient of the *rahn* (who owes it). This concept in Islamic fiqh is known as *rahn* (Muhammad Firdaus, 2005: 68).

The *rahn* contract aims to make the lender more trusting of the party who owes it. The maintenance and storage of *rahn*'s goods is essentially the obligation of the party giving *rahn* (*rabin*), but it can also be carried out by the party receiving *rahn*'s goods (*murtabin*) and the costs must be borne by the *rabin*. The amount of this fee should not be determined based on the loan amount (Bari et al. 2023)

In civil law, to be precise, the Civil Code (KUHPer) refers to Article 1150 of the Civil Code. According to Budisantoso & Triandaru (2006) in Article 1150 of the Civil Code, *rahn* is the right obtained by a person who has a receivable for a movable item. The movable property is handed over to the person who has the debt by the person who has the debt or by another person on behalf of the person who has the debt. The debtor gives the debtor the power to use the movable property that has been handed over to pay off the debt if the debtor cannot fulfill his obligations when they are due (F. Rahman, 2023).

Rahn is one of the categories of debt and receivable agreements, where for trust from the person who owes the debt, the person who owes the debt gives his goods as collateral for the debt. The collateral remains the property of the person who gives it (the person who owes it) but is controlled by the recipient of the *Rahn* (who owes it). This concept in Islamic fiqh is known as *rahn* (Muhammad Firdaus, 2005: 68)

Pawnshops are a liability for debts incurred if the debtor fails to fulfill his obligations and all goods that are suitable as merchandise can be used as collateral. The collateral may only be sold/valued if within the time agreed by both parties, the debt cannot be repaid by the party who owes it. Therefore, the creditor's rights only relate to collateral, if the person who owes the debt is unable to pay off the debt. So, the person holding the pawn takes priority over other creditors.

However, it is not uncommon for Sharia financial institutions that implement *rahn* contracts to experience many problems, including the issue of compliance with the DSN MUI fatwa regarding taking maintenance fees (*mu'nab*). *Mu'nab* fees (deposit fees) are often linked to the amount of debt received. The amount of maintenance and storage costs for *marhun* may not be determined based on the loan amount. As stated in point four in the general provisions of the DSNI MUI fatwa (Bukido and Hasan, 2016)

Therefore, the Hybrid provisions in the Sharia Pawn *ijarah* for fees (Agustianto Mingka 2023) must be separated from the *rahn* and *dayn/qardh* contracts to avoid the impression that the *ujrah* is debt compensation (Febriani 2021). Thus, the deposit fee taken as compensation includes usury, as stated by Imam Imam Sarakhsi, Qatadah, Raghib al-Asfahani, in Yulianti, including additional debt (Yulianti 2002). If analyzed, this cannot be separated from the increasingly complex service product development policy, which does not only include pawn services but also estimates, deposit services, auction services, and not to forget gallery services, namely gold shops that sell quality gold.

In general, a pawnshop is intended as an institution that provides facilities for members of the public to be able to obtain money loans practically. In principle, when we carry out a pawn transaction, we hand over the goods we pawned, and we hand over the



goods we own to get a loan. For this loan, we are charged several types of fees until we can pay off the loan (Nurlatipah, W.S. Rahman, F. Toha, 2022).

One of the financing products that is in demand by the public is financing in the amount of *Rahn* or the Sampang Syariah Bank of East Java in the form of *iB Barokah* gold products. *Rahn* according to Sharia is reasonably storing something and then releasing it. *Rahn* can also be understood as making goods with a sharia property value as collateral for a debt so that the party can bear all or part of the debt. In other words, *rahn* is a contract in the form of guaranteeing assets from one party to another party, with debt in return (Rahman, 2022).

Bank Jatim Syariah has three types of products including fund products, financing products and service products. This research focuses on *Rahn* Bank Jatim Syariah products only. Bank Jatim Syariah has various financing products including multipurpose, *IB barokah* gold kafalah, *IB barokah* gold metal ownership, consumptive and productive, *IB maqbulah* umrah, *IMBT*, investment and working capital financing, *IB barokah* factoring, investment financing related to *IB barokah*.

Rahn in Bank Jatim Syariah Sampang only uses gold in the form of gold bars, jewelry, gold money and gold coins, with the aim of providing solutions for those who need short-term funds for urgent needs, with a fast and easy process, which is in accordance with sharia principles (Kunaifi et al., 2022).

Rahn is very important for a sharia or non-sharia financial institution where the existence of a *rahn* contract increases income, and also saves from crises and aims to make lenders trust the debtor more. *Rahn* enables individuals or businesses to meet their funding needs by using assets as collateral, in accordance with Sharia principles. This allows them to obtain financing without having to face interest or financial practices that are contrary to Sharia.

LITERATURE REVIEW

In terms of terminology, a *rahn* or pawn contract means using goods as collateral for a debt. This means that it becomes an item as a guarantee that will be sold to be used as

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payment when you fail to pay your debt. In the Islamic jurisprudence, there are two terms *rahn*. Namely *rahn ju'li* and *rahn syar'i*. *Rahn ju'li* is a pawn contract as studied in this chapter. There are three things that function as guarantees for certain rights. Namely *rahn*, *shabadah*, and *dhaman*. *Rahn* and *dhaman* are guarantees against the risk of bankruptcy, while *shabadah* is a guarantee against denial of rights.

Rahn contract structure: The contract actors are *rabin* and *murtabin*. *Rabin* is the party who is responsible for the debt and hands over the collateral to *Murtabin*. Meanwhile, the *murtabin* is the owner of the receivables and the recipient of the collateral from the *rabin*. *Shighah*, the language of interaction in the form of an offer and agreement, is required in a *rahn* contract, because a *rahn* contract involves material things, so it must be based on willingness. *Marhun* is an item that is used as collateral for a debt. *Marhun bib is murtabin's* receivable rights which are under *rabin's* responsibility which are guaranteed by *marhun*.

Pawning in Arabic is called *rahn*, which means permanent, eternal and collateral. By law, *rahn* is holding hostage a certain amount of property which is handed over as collateral by law, but which can be taken back as ransom.

Pawning is one of the categories of debt and receivable agreements, where for a trust from the person who owes the debt, the person who owes the debt pawns his goods as collateral for the debt. The collateral remains the property of the person who pawned it (the person who owes it) but is controlled by the pawnee (who owes it). This concept in Islamic fiqh is known as *rahn* or pawn (Muhammad Firdaus, 2005: 68).

The *rahn* contract aims to make the lender more trusting of the party who owes it. Maintenance and storage of pawned goods is essentially the obligation of the party who pawns (*rahn*), but can also be carried out by the party who receives the pawned goods (*murtabin*) and the costs must be borne by the *rabin*. The amount of this fee should not be determined based on the loan amount.

In *rahn*, pawned goods do not automatically become the property of the party who received the pawn (the party who provided the loan) as a replacement for their receivables. In other words, the function of the *rahn* in the hands of the *murtabin* (debtor) only functions



as collateral for the debt of the *rabin* (the person who owes it). However, the mortgaged item remains the property of the person who owes it.

Rahn refers to an agreement in the Sharia loan system, where the lender will retain one of the borrower's assets. Based on Sharia terms, *rahn* can be interpreted as using property as collateral for a debt to be repaid with that collateral when one is unable to pay it off. This asset will be used as collateral for a loan or what we usually call a pawn.

People who receive loans and pawn their assets are called *rabin*. Meanwhile, people who give loans and receive collateral are called *murtabin*. If the borrower cannot pay all or part of the debt, the mortgaged assets will be used to pay it off. Pawnshops according to the Civil Code Article 1150 states "A pawn is a right obtained by a person who owes a debt on a move, which is handed over to him by a debtor or by another person on his behalf, and which gives the person who owes the debt the power to take payment from said goods take precedence over other debtors, with the exception of the costs of auctioning the goods and the costs incurred to save them after the goods have been pawned, which costs must take precedence.

Based on *rahn*, it can be seen that the agreement made in the *rahn* (pawn) contract is only related to the loan for the goods to be pawned but also what is determined is related to the debt. The *rahn* pawn is used as the main contract in the Sampang branch sharia *rahn* (pawn) transaction. *Rahn* allows a person to use their assets as collateral to obtain financing.

The following is a complete explanation of the types of *rahn*: a) *Rahn* on Moving Assets this rahn involves the use of movable assets as collateral. Examples of movable assets that can be used as collateral include gold, jewelry and vehicles. In a rahn transaction, the asset owner provides the asset as collateral to the lender. If the borrower cannot repay the debt, the lender has rights to the collateral assets. After the debt is paid off, the collateral assets will be returned to the owner; b) *Rahn* on Immovable Assets, rahn on immovable assets involves the use of assets such as land and buildings as collateral. In this transaction, the owner of an immovable asset pawns its ownership to the lender. If the borrower fails to pay the debt, the lender has the right to take ownership of the collateral asset. After the debt is paid off, ownership of the collateral assets will be returned to the owner; c) *Rahn* on Financial

Assets, rahn can also be applied to financial assets such as deposits and securities. In this transaction, the owner of a financial asset provides the asset as collateral to the lender. If the borrower cannot fulfill his obligations, the lender has the right to use the collateral assets to pay off the debt. After the debt is paid off, the owner of the collateral asset will regain ownership.

In order to examine the correlation between the contemporary understanding and the legal stipulations, you have made a citation to the Law of the National Assembly No. 25/DSN-MUI/III/2002 on Railways. Jumhur holds the belief that rahn is mandated both while not traveling and when traveling (Hadi, 2003).

The Fatwa DSN Majelis Ulama Indonesia (MUI) is reported to offer packages that allow loans to be secured by supplying items as collateral for the debt, and the conversion of goods into money can be done under the following conditions (MUI, 2022): 1) Murtahin (consignee) has the right to detain Marhun (goods) until all debts of Rahin (who delivered goods) are repaid; 2) Marhun and his benefits remain Rahin's. In principle, Marhun should not be used by Murtahin except with Rahin's permission, without reducing the value of Marhun and its use is only a substitute for maintenance and maintenance costs; 3) The maintenance and storage of Marhun is basically Rahin's obligation, but it can also be done by Murtahin, while the cost and maintenance of storage remains Rahin's obligation; 4) The amount of Marhun maintenance and storage costs should not be determined based on the loan amount.

The fatwa clearly outlines the permissible terms for conducting the practice in accordance with Islamic beliefs. It covers various aspects such as the legality of running the practice of rahn, the proper use of bargaining, and the resolution of any potential issues that may arise during the practice. This includes addressing concerns about the inability to use the practice in case of disputes between the treasury. The fatwa's guidance aims to eliminate doubts and fears within civil society regarding the proper implementation of the practice within the framework of the law.



RESEARCH METHOD

In completing this research, researchers used qualitative research. The location in this research is Bank Jatim Syariah Sampang which is located at Jl. Attorney General Suprpto No. 65, Rw. III, Mt. Sekar, Sampang. The data collected is data originating from interviews, documents, observations and other supporting documents.

The data sources used as input in this research are primary data and secondary data (Kunaifi & Syam, 2021): a) Primary Data is data that is directly obtained from the first source and processed directly by researchers. In this research, primary data is data obtained by direct interviews with related parties, especially the mortgage section of Bank Jatim Syariah Sampang; b) Secondary Data is data obtained by researchers from existing sources. Secondary data can be in the form of documentation, notes, literature books and other data related to the discussion of the problem being studied (Fauji et al., 2021). The aim of descriptive research is to create a systematic, factual and accurate picture of the facts and characteristics of the population.

RESULTS AND DISCUSSION

Implementation of *Rahn* at Bank Jatim Syariah Sampang which is located at Jl. Attorney General Suprpto No. 65, Rw. III, Mt. Sekar, Sampang. Sharia banking is a financial institution that has two main functions, namely collecting funds from the community in the form of savings, current accounts and time deposits and distributing funds to the community in the form of financing.

The pawn product is a consumer financing product that has its own counter with different requirements and procedures from other financing. Financing procedures at Bank Jatim Syariah Sampang are that 70% of financing customers at Ban Jatim Syariah Sampang come from pawn customers. Therefore, pawn products have become superior products and become the main product at Bank Jatim Syariah which also has its own counter near the teller. According to Dian, the pawn team revealed that pawn financing has far more customers than

other financing products. The pawn administration offered here is much cheaper than other pawns, namely only around 12 thousand per 10 days.

Table 1

Pawn Cost Simulations

Debt	10 Days (0,4%)	30 Days (1,2%)	4 Months
1.000.000	4.000	12.000	48.000
5.000.000	20.000	60.000	240.000
10.000.000	40.000	120.000	480.000
15.000.000	60.000	180.000	720.000
20.000.000	80.000	240.000	960.000
35.000.000	140.000	420.000	1.680.000
50.000.000	200.000	600.000	2.400.000
Administration Fee			
25 gr	Rp. 10.000		
26-50 gr	Rp. 13.500		
51-100 gr	Rp. 20.000		
100 gr	Rp. 35.000		

As stated by Muntaqo (2021), the *Rahn* contract above is a combination of several Hybrid Contract transactions (Arifin, et.al 2019). For example, a *qard* transaction provides a loan; *rahn* transactions protect collateral; and the *ijarah* transaction stipulates the rental of the treasury, or place of storage of goods, for such safekeeping.

Literally, a hybrid contract is referred to as a contract or contract that combines various contracts. Hybrid contract in muamalah fiqh terminology is known as *al-uqud al-murakkabah* (Lutfi Sahal 2015), which means to collect or accumulate. In Sharia practice, a hybrid contract can function as several contracts that have great significance. In merging the contract, according to Fatwa 26/DSNMUI/111/2002, it is stated that the recipient of the goods, or *murtabin* (LKS) has the right to retain the goods, as collateral for the debt until all debts that have handed over the goods are paid off. Thus, LKS has the right to ask customers for maintenance fees for the guarantee (Siregar, et.al; 2022).

Meanwhile, based on research data obtained from sources that there are gold pawn rentals as shown in table 1, it shows that the gold pawn rental costs, with several time period classifications, are calculated by the amount of debt. The *ujrah* fee (maintenance *mu'nab* per



ten days) is also determined based on the loan class. According to the results of the interview regarding the procedure for assessing pawned goods according to the characteristics of the collateral and there are provisions from the company or according to Standard Operating Procedures (SOP) for Maintenance and Care Costs, the *ujrah* costs used range between 10 days 0.4% and 30 days 1.2%.

According to DSN-MUI Fatwa Number: 25/DSN-MUI/III/2002, loans by pawning goods as collateral for debt in the form of *rahn* are permitted by law, and the practices carried out at the Sampang Jatim Syariah bank are in accordance with sharia principles as stated in Article 1 of the DSN-MUI Fatwa Number: 26/DSN-MUI/III/2002, where it is stated that "Gold *rahn* is permitted to hold collateralized goods until the debt is paid off, this is based on the *rahn* principle.

Maintenance and storage fees are *ujrah* that customers must pay every ten days, which are determined by Bank Jatim Syariah Sampang, and the amount depends on the customer's loan class. Therefore, *ujrah* will increase with the client's large loan amount, and vice versa. However, the amount of maintenance and storage costs for *marhun* may not be determined based on the loan amount as stated in the table above, according to paragraph 4 of the DSN-MUI fatwa Number 25/DSNMUI/III/2002.

CONCLUSION

By considering the description above regarding the implementation of gold pawn agreements based on sharia principles at Bank Jatim Syariah Sampang, the authors can reach the following conclusions: Pawn financing procedures: have met the administrative requirements and are in accordance with the pillars and conditions of the order, such as; Prospective customers submit requests for pawn financing facilities, valid ID (KTP), and collateral to the pawn party. visiting the customer assistant, the amount of the pawn financing facility, the customer signs a pawn financing agreement based on the principles of *Qardh*, *Ijarah*, and *Rahn* (Pawn). After there is approval to provide the pawn financing facility, the customer receives the money from the teller.

Delivery of pawned goods as collateral for debt; loans by pawning goods as collateral for debts in the form of *rahn* are permitted by law, and the practices carried out at the Jatim Syariah Sampang bank are in accordance with sharia principles as stated in Article 1 of the DSN-MUI Fatwa Number: 26/DSN-MUI/III/ 2002, where it is stated that "Gold *Rahn* is permitted to hold collateralized goods until the debt is repaid, this is based on the *Rahn* principle.

Determination of maintenance rental fees; Maintenance and storage fees are *ujrah* that customers must pay every ten days, which are determined by Bank Jatim Syariah Sampang, and the amount depends on the customer's loan class. Therefore, *ujrah* will increase with the client's large loan amount, and vice versa. However, the maintenance and storage costs for *marhun* are not in accordance with the provisions of paragraph 4 of the DSN-MUI fatwa Number 25/DSNMUI/III/2002, where the determination of maintenance costs at the Jatim Syariah Sampang bank is determined based on the loan amount as stated in the pawn rental rate in the table.

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