TARUNALAW: Journal of Law and Syariah
Published by Sekolah Tinggi Agama Islam Taruna Surabaya
Vol. 04 No. 02, July 2026, Pp. 195 - 209
DOI: https://doi.org/10.54298/tarunalaw.v4i2.1031

Between *Sadd adz-Dzari'ah* and Consumer Protection: An Analysis of Tenor Adjustment Mechanism in The "Cicil Emas" Feature on Tring! App

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Received: 27-05-2026 Reviewed: 20-06-2026 Accepted: 05-07-2026

Abstract

This research goal to analyze the urgency of the absence of a tenor modification mechanism in the gold installment feature of the Tring! application by PT. Pegadaian, and to examine the structural tension between sharia compliance and consumer protection. This research adopts a normative-legal research design through literature review, integrating a statute approach to analyze relevant legal framework. Next, the results indicate that from the perspective of fiqh muamalah, the tenor-locking policy is validated through employing the concept of sadd adz-dzari'ah as a protective legal principle to minimize the emergence of riba resulting from additional margin accumulation in rescheduling schemes, fulfilling the legal reasoning parameters of ijtihad and Fatwa DSN-MUI No. 77/2010. However, from the perspective of positive UU, applying tenor locking through standar contracts without transparency regarding mitigation and consequences of default ignoring the customers' rights to transparent, reliable, and truthful information under concerning Consumer Protection (UUPK). This study recommends that PT. Pegadaian integrate a semi-digital sharia restructuring feature that facilitates signing a new contract without additional interest to establish a fair and transparent digital financial ecosystem.
Keywords: gold installment, consumer protection, pegadaian, sadd adz-dzariah, Tring!

Abstrak

Penelitian ini bertujuan untuk menganalisis urgensi ketiadaan mekanisme perubahan tenor dalam fitur cicil emas pada aplikasi Tring! milik PT. Pegadaian, serta mengkaji ketegangan struktural antara kepatuhan syariah dan perlindungan konsumen. Penelitian ini menerapkan metode penelitian hukum yuridis-normatif melalui studi kepustakaan (library research) dengan menerapkan pendekatan perundang-undangan untuk menganalisis norma serta regulasi yang berlaku. Hasil penelitian menunjukkan bahwa dari perspektif fikih muamalah, kebijakan penguncian tenor divalidasi menggunakan konsep sadd adz-dzari'ah yang difungsikan sebagai mekanisme pencegahan untuk meminimalisir timbulnya riba akibat penumpukan margin baru pada skema penjadwalan ulang (rescheduling), serta telah memenuhi parameter ijtihad dan Fatwa DSN-MUI No. 77/2010. Namun, ditinjau dari hukum positif, penerapan penguncian tenor melalui syarat dan ketentuan baku sepihak tanpa adanya transparansi mengenai mitigasi dan konsekuensi risiko gagal bayar melanggar hak pengguna atas informasi yang jelas, benar, dan dapat dipercaya berdasarkan amanat UU Perlindungan Konsumen. Penelitian ini merekomendasikan kepada PT. Pegadaian untuk mengembangkan fitur restrukturisasi syariah semi-digital melalui penandatanganan akad baru, tanpa bunga tambahan untuk mendorong terciptanya tatanan keuangan digital yang adil dan transparan.
***Kata Kunci**: cicil emas, perlindungan konsumen, pegadaian, sadd adz-dzari'ah, Tring!*

Introduction

The rapid development of technology and innovation in the financial sector has spurred the emergence of various digital-based financial platforms that are transforming transaction patterns in society, including within the realm of Sharia financial institutions. One instrument undergoing digitalization amid today's rapid technological advancements is gold investment and financing. This is evident in the economic behavior of the public, which is no longer limited to meeting primary and secondary needs but are also actively engaging in transactions to fulfill their tertiary needs, one of which is through gold investment.[1] Gold known as a conventional investment commodity, has now shifted into an innovative financial product commonly referred to as digital gold as a result of digitalization.[2]

Given the rapid pace of digitalization and the public's interest in gold investment which is viewed as the most stable store of value amid economic fluctuations a safe haven, a number of Islamic and conventional financial service providers in Indonesia have also introduced various digital gold products.[3] The emergence of various platforms offering digital gold services with cashless payment systems has had a significant impact on society, particularly in terms of convenience and time efficiency. PT. Pegadaian as one of the leading non-bank financial institutions, has also adopted technology through digital platforms to optimize service quality and respond to the increasingly dynamic market.[4]

Although PT. Pegadaian is generally better known as a lending institution, it actually offers a variety of other financial services, including an installment-based gold savings plan as a form of medium-term investment.[5] Interestingly, the gold investment products offered by PT. Pegadaian have become increasingly popular among the public due to the availability of an installment payment system. Unlike cash purchase mechanisms, which require full payment before the goods are handed over, the public has begun to show interest in this installment or periodic gold transaction system.[6]

However, despite the digital convenience it offers, the practice continues to spark debate among religious scholars and academics. The debate centers on the status of gold as a ribawi commodity, the validity of the contracts used, the timing of the transfer of ownership, and the potential presence of elements of riba, *gharar*, and speculation.[7] Based on an analysis of the terms and conditions for the gold savings installment feature on the Tring! app, no clauses or mechanisms were found governing changes to the payment term (such as extending or shortening the installment period). PT. Pegadaian explicitly locks in the gold price and the installment term until all installments are declared fully paid off. The absence of this lack of

[1] Ila Nadhila et al., "Tinjauan Hukum Islam Terhadap Transaksi Jual Beli Emas Non Tunai Secara Online Melalui Aplikasi Pegadaian Digital (Analisis Syariah Terhadap Praktik Ekonomi Digital)," *Jurnal de Facto*, Vol. 11 No. 2 (2025): 174.

[2] Arofah Mursida et al., "Keabsahan Dan Risiko Hukum Terhadap Transaksi Emas Digital Dalam Perspektif Hukum Perbankan Syariah," *Indonesian Journal of UU and Justice*, Vol. 3 No. 3 (2026): 1.

[3] Nurdianasari Nurdin, "Emas Digital Sebagai Model Investasi Berbasis Nilai Syariah Untuk Menguatkan Ekonomi Umat Di Era Transformasi Digital," *Scientific Journal For Nation Building*, Vol. 1 No. 3 (2025): 271.

[4] Ketut Agus Adite and Ni Luh Putu Anom Pancawati, "Pengaruh Kemudahan Transaksi Dan Kepuasan Nasabah Terhadap Penggunaan Aplikasi Tring By Pegadaian," *Jurnal Economic Resource,* Vol. 9 No. 1 (2025): 537.

[5] Baretta Miki Putri and Zulfi Diane Zaini, "Analisis Perjanjian Transaksi Cicil Emas Pada Kantor Perseroan Terbatas Pegadaian Cabang Teluk Betung," *Viva Themis: Jurnal Ilmu Hukum Dan Humaniora*, Vol. 08 No. 02 (2025): 567.

[6] Ila Nadhila et al., "Tinjauan Hukum Islam Terhadap Transaksi Jual Beli Emas Non Tunai Secara Online Melalui Aplikasi Pegadaian Digital (Analisis Syariah Terhadap Praktik Ekonomi Digital)," *Jurnal de Facto*, Vol. 11 No. 2 (2025): 175.

[7] Nanda Islamiyah, Najla Aisyifa, and Erwan Setyanor, "Cicil Emas Dalam Fikih Muamalah Kontemporer," *Sinergi: Jurnal Ilmiah Multidisiplin*, Vol. 2 No. 1 (2026): 1093.

transparency indicates the existence of a gray area that has not yet been addressed regarding legal certainty for customers or users.

The absence of such regulations gives rise to a clash of legal paradigms that warrants in-depth analysis. From the perspective of muamalah fiqh, PT. Pegadaian's action of locking in the contract term and price from the outset of the contract can be viewed as an implementation of the principle of *sadd adz-dzari'ah*. Given that gold is a ribawi commodity, allowing flexibility to change the term midway through the contract is highly prone to triggering unilateral price adjustments, thereby potentially giving rise to usury practices. Furthermore, from the perspective of positive UU, this gap actually creates uncertainty (*gharar*), as it violates one of the consumer's rights to receive clear, accurate, and reliable information, as mandated by UU No. 8 of 1999 on Consumer Protection.

Several previous studies on gold transactions and consumer protection still tend to focus on specific areas of research. A number of studies have primarily addressed the validity of the essential elements and conditions of contracts in gold installment financing,[8] as well as non-cash gold transactions on digital pawnshop platforms.[9] A follow-up study conducted by Irwan Syah and Silfia Hanani began examining the application of the *maslahah* principle in fatwas regarding digital gold, as well as normative consumer legal protection.[10] Additionally, another study by Munayya Zafirota focuses on criticizing the non-compliance with Sharia in the components of storage fees (*mu'nah*) and fixed late payment penalties, which can lead to uncertainty regarding ownership.[11] On the other hand, while numerous studies have examined the implementation of dispute resolution in *murabahah* financing, their application remains limited to the banking sector,[12] there are currently no regulations specifically addressing the Tring! platform. This indicates that research on gold transactions has progressed, yet studies specifically examining the post contract phase particularly how digital platforms manage default risks without compromising Sharia compliance remain scarce.

Based on this, this study focuses on analyzing two main issues, the absence of a mechanism for changing the tenor in the gold installment feature on the Tring! app, validated from the perspective of muamalah fiqh through the *sadd adz-dzari'ah* approach as well as the legal implications of the lack of transparency in these clauses regarding customers' right to information as viewed under UU No. 8 of 1999 on Consumer Protection. In addition to enriching the literature for future research, this study is expected to provide a conceptual contribution in the form of formulating terms and conditions for the gold savings installment feature on the Tring! app, which not only adheres to Sharia principles but is also accountable and transparent to protect consumer rights in the digital age.

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[8] Ibid, 1094.

[9] Ila Nadhila et al., "Tinjauan Hukum Islam Terhadap Transaksi Jual Beli Emas Non Tunai Secara Online Melalui Aplikasi Pegadaian Digital (Analisis Syariah Terhadap Praktik Ekonomi Digital)," 173.

[10] Irwan Syah and Silfia Hanani, "Relevansi Maslahah Dalam Fatwa MUI Tentang Jual Beli Emas Digital Terhadap Perlindungan Konsumen," *Al-Wasith: Jurnal Studi Hukum Islam*, Vol. 10 No. 1 (2025): 129.

[11] Munayya Zafirota, "Kesesuaian Syariah Pada Praktik Jual Beli Logam Mulia Emas Melalui Fitur Cicil Emas Batangan Pada Pegadaian Syariah Digital: Studi Komparasi Fatwa DSN-MUI Dan Fatwa Di Malaysia," *Waralaba: Journal of Economics and Business*, Vol. 2 No. 2 (2025): 88.

[12] Muhammad Norfahmi Asshauqi et al., "Restrukturisasi Pembiayaan Murabahah Di Perbankan Syariah: Analisis Kaidah Al-Masyaqqah Terhadap Implementasi POJK No. 11/2020," *Pendas: Jurnal Ilmiah Pendidikan Dasar*, Vol. 11 No. 3 (2026): 440, https://doi.org/https://doi.org/10.23969/jp.v11i03.58741.

Research Method

This study employs a juridical-normative legal research method through *library research*, utilizing a statute approach to analyze norms, fiqh doctrines, applicable regulations, and relevant scientific findings. The research data consists of secondary data in the form of the Terms and Conditions for the Gold Savings Installment Plan on the Tring! app as the primary object of analysis, which is compared with scientific journal Clauses, relevant UUs and regulations, and other pertinent scholarly works. The collection of legal materials and literature was conducted in a structured manner through the use of reliable scientific databases, with selection criteria based on thematic relevance, the recency of the material, and the authenticity of the data sources. The selection of legal materials was carried out systematically without involving human respondents. Subsequently, all data were analyzed using content analysis techniques to formulate optimal recommendations.

Result and Discussion

A Fiqh Muamalah Review of The Absence of a Tenor Adjustment Mechanism in the "Cicil Emas" Feature on The Tring! App as an Implementation of The Principle of *Sadd adz-Dzariah*

According to a review of fiqh muamalah, the exchange of ribawi commodities such as gold and silver must fulfill the principles of immediate exchange (*yadan bi yadin*), equivalence (*tamatsul*), and freedom from usury (riba).[13] Referring to the provisions in the hadith of the Prophet Muhammad (peace be upon him), which establish a strict rule that every exchange of gold or silver must be completed immediately at the time of the transaction, be of equal value, and be free from any element of riba (HR. Muslim No. 1587).[14]

As a ribawi commodity, gold has the potential to trigger elements of riba if its transaction mechanisms deviate from Sharia guidelines. Given its strategic role as both a store of value and a medium of exchange, a high degree of caution is required in the implementation of contracts, particularly regarding price determination, payment period mechanisms, and the transfer of ownership.[15] Provisions regarding the validity of deferred or credit-based gold transaction schemes in Indonesia are based on DSN-MUI Fatwa No. 77 of 2010 concerning the Non-Cash Sale and Purchase of Gold. This fatwa permits deferred or credit-based gold transaction schemes, given the shifting role of gold within the framework of the contemporary economic system. In this regard, such transaction schemes are permissible (*mubah* or *jaiz*) as long as gold does not serve as an official medium of exchange or currency (*tsaman/nuqud)*,[16] but rather has serves as both a tradable commodity (*sil'ah*) and an investment instrument or safe-haven asset.

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[13] Irwan Syah and Silfia Hanani, "Relevansi Maslahah Dalam Fatwa MUI Tentang Jual Beli Emas Digital Terhadap Perlindungan Konsumen," *Al-Wasith: Jurnal Studi Hukum Islam*, Vol. 10 No. 1 (2025), 130.

[14] Munayya Zafirota, "Kesesuaian Syariah Pada Praktik Jual Beli Logam Mulia Emas Melalui Fitur Cicil Emas Batangan Pada Pegadaian Syariah Digital: Studi Komparasi Fatwa DSN-MUI Dan Fatwa Di Malaysia," *Waralaba: Journal of Economics and Business*, Vol. 2 No. 2 (2025): 89.

[15] Islamiyah, Aisyifa, and Setyanor, "Cicil Emas Dalam Fikih Muamalah Kontemporer," 1099.

[16] Dewan Syariah Nasional - MUI, "Fatwa DSN-MUI No. 77 Tahun 2010 Tentang Jual Beli Emas Secara Tidak Tunai," Pub. L. No. 77 tahun 2010 (2010).

Furthermore, in the context of the Tring! application, PT. Pegadaian specifically implements a *murabahah* contract scheme or an ownership transfer scheme with the cost, price, and margin agreed upon between PT. Pegadaian as the seller and the customer as the buyer at the outset of the agreement. The practice of *murabahah based* financing in the mechanism for financing gold, a ribawi commodity requires absolute certainty regarding the price of the goods, the agreed upon margin or profit, and the repayment period (tenor).[17] In accordance with DSN-MUI Fatwa No. 77 of 2010 on the Non-Cash Sale and Purchase of Gold *jo.* DSN-MUI Fatwa No. 111 of 2017 on the *Murabahah* Sale and Purchase Contract, once both parties agree on the mechanism for gold financing through *a* digital *platform*, the gold price and installment schedule are binding and considered fixed until the end of the tenor.

Any price increase or late payment penalty added to the remaining principal debt constitutes a form of usury (riba) that is prohibited. To minimize this risk, PT. Pegadaian has implemented a policy to disable the automatic term extension feature in the Tring! app. This policy is based on the concept *of sadd adz-dzari'ah,* which functions as a preventive mechanism to close off any avenues that could potentially lead a person to commit a prohibited act.

In the context, the concept of *sadd adz-dzari'ah* which literally means "blocking all access leading to harm (*mafsadah*).[18] This concept be categorized as an adaptive method of legal determination oriented toward the public interest, grounded in the Quran and Sunnah. This is because *"sadd adz-dzari'ah"* is a method of ijtihad that emphasizes an analysis of the consequences of an action (*al-nazhar fi al-ma'allat*), in order to assess whether a particular action has the potential to yield *public interest* or, conversely, and the opposite.[19] In essence, all of these methodologies converge on the effort to identify public interest as the foundation for legal determination regarding contemporary issues not explicitly mentioned in the texts *of Sharia.* Based on this consideration, every method of legal discovery formulated by scholars *of usul* al-fiqh is, in fact, oriented toward the realization of *the maqashid syariah*.[20]

Determining the legal status of an action under Sharia through the *sadd adz-dzari'ah* approach can be analyzed based on two main methodological criteria: the sociological motive of the actor (*al-ba'its*) and the actual impact caused (*al-ma'al* or *al-atsar*). The first motive is understood as the internal drive that compels a person to act, whether the action is oriented toward the public interest (halal) or leads to in prohibited (haram) actions.[21] The availability of the automatic tenor adjustment feature indirectly triggers a harmful motive (*al-ba'its*), as customers may manipulate the installment schedule or even become trapped in a cycle of debt. Meanwhile, when viewed from the second criterion namely, the actual impact

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[17] Kayla Vidi Hammida, Dian Septiandani, and Dhian Indah Astanti, "Tabungan Emas Pegadaian Syariah Dalam Perspektif Hukum Islam Dan Hukum Positif Indonesia: Studi Kasus PT. Pegadaian (Persero) Syariah Unit Ngaliyan Square," *Semarang UU Review (SLR)*, Vol. 3 No. 1 (2022): 133.

[18] Muhammad Taufiq, "Dispute Resolution in Consumer Protection in the Financial Services Sector Perspective Sadd Al-Z Ari'ah," *Al-Mustashfa: Jurnal Penelitian Hukum Ekonomi Syariah*, Vol. 10 No. 1 (2025): 83.

[19] Rukhul Amin, "Sadd Al-Dzari'ah: Korelasi Dan Penerapannya Dalam Hukum Ekonomi Syariah," *Jurnal Justisia Ekonomika*, Vol. 4 No. 2 (2020): 8, https://doi.org/10.30651/justeko.v4i2.6856.

[20] Fathurrahman Djamil, *Metode Ijtihad Majlis Tarjih Muhammadiyah* (Jakarta: Logos Publishing House, 1995), 48.

[21] Dini Astarina, "Pendekatan Metode Sadd Adz-Dzari'ah Dalam Penyelesain Hukum: Studi Tentang Konsep Dan Relevansinya," *Sami: UU Review*, Vol. 2 No. 1 (2026): 20, https://doi.org/https://doi.org/10.21093/samilrev.v2i1.12357.

caused (*al-ma'al* or *al-atsar*) without considering the actor's initial intent the existence of the automatic tenor adjustment feature in the Tring! app can have a detrimental effect (*mafsadah*) due to the accumulation *of* new *margins* on top of existing debt or ongoing installments. Therefore, by eliminating this policy, PT. Pegadaian has successfully prevented these adverse effects while simultaneously avoiding transactions that do not comply with Sharia principles from the very beginning of the transaction.

To ensure that the application of this concept is not subjective, the analysis of the removal of the gold installment tenor change feature in the Tring! app was evaluated using the three (3) *sadd adz-dzari'ah* parameters proposed by Ibn Qayyim al-Jauziyah. First, the potential *mafsadah* arising from an action that is initially permissible (*mubah*) must be clearly evident (*zahir*) and its magnitude must outweigh the resulting *maslahah*. If the app's system provides a feature for extending or shortening the repayment term that is freely and automatically accessible, the platform's algorithm will recalculate the additional profit on the remaining principal debt for the new extension period. The act of imposing *an* additional *margin* on an existing debt can be deemed a violation of Sharia UU because it triggers the potential for *riba*. This is consistent with the fiqh principle of muamalah, which stipulates that when a permissible element is combined with a prohibited element, the prohibited element takes precedence and determines the overall legal status (*idza ijtima'a al-halal wa al-haram ghuliba al-haram*).

Second, actions prohibited on the basis of *sadd adz-dzari'ah* are not treated as a norm that applies continuously without exception. In practice, the fixed term in the gold installment feature on the Tring! app applies only to the automated digital system; however, this does not preclude the possibility of manual restructuring through a new contract (*tajdid al-'aqd*) for users or customers facing difficulties.

Third, the application of the concept of *sadd adz-dzari'ah* should not contradict the texts of *Islamic UU*. The policy implemented by PT. Pegadaian is, in fact, enforced to comply with the prohibition on usury mentioned in *the nash* and is in line with DSN-MUI Fatwa No. 77 of 2010 on Non-Cash Gold Sales *and* Purchases *jo.*DSN-MUI Fatwa No. 111 of 2017 on *Murabahah* Sales and Purchase Contracts. The ease of digitally changing the payment term for gold installments could lead to customers' negligence in fulfilling their obligations. By locking the payment term in this feature, PT. Pegadaian proactively closes loopholes for system manipulation and ensures Sharia compliance by mitigating the risk of contractual defects. Therefore, the removal of the automatic payment term adjustment feature from the Tring! app fully satisfies the three methodological parameters proposed by Ibn Qayyim al-Jawziyyah.

Nevertheless, in analyzing the validity of the Tring! app's feature, the primary basis is drawn from the highest hierarchy of Islamic UU—the Quran—which contains universal principles such as justice, the prohibition of usury, and the fulfillment of contracts, which are then elaborated upon in technical detail by the Sunnah. When a transaction lacks a clear normative basis in the text of the Quran or the Sunnah, the instrument of *ijtihad* is employed to establish legal certainty.[22] One form of the application of *ijtihad* is evident in the concept *of sadd adz-dzari'ah*, which is essentially a manifestation of the principle of prudence (*ihtiyat*) in establishing a legal ruling, to ensure that potential harm (*mafsadat*) can be anticipated early on before it causes adverse effects for customers or users of the Tring! app.[23]

A critical analysis of the transaction schemes on the Tring! app does not stop at the *sadd adz-dzari'ah* approach alone. In essence, *muamalah* fiqh provides a framework for evaluation to ensure that all socioeconomic transactions are conducted transparently, fairly, honestly, and based on mutual consent. Surah Hud, verse 85, explicitly prohibits practices that have the potential to harm others, and the importance of transparency in economic transactions has been emphasized in the hadith of the Prophet Muhammad, peace be upon him.[24] This framework serves not merely as a technical guide but also as a philosophical foundation that ensures every legal ruling possesses strong legitimacy, both theologically and rationally.[25]

Legal Implication of the Lack of Transparency in Default Risk Mitigation Clauses on Consumers' Right to Information as Viewed from the Perspective of UU No. 8 of 1999 on Consumer Protection

Essentially, a DSN-MUI fatwa is *a legal opinion* that is responsive in nature and not directly binding, as it falls outside the hierarchy of national legislation.[26] The legal status of a fatwa as a source of substantive UU and an operational standard for the validity of sharia contracts is subsequently formalized into a source of formal UU after being incorporated into Indonesia's positive legal regulations, thereby serving as a reference for judicial interpretation in the courts.[27] In the framework of this study, the DSN-MUI fatwa is used to assess the substantive validity of the gold installment feature on the Tring! app, particularly regarding the legality of the contract and the policy of locking in the term using the *sadd adz-dzari'ah* approach. Meanwhile, UU No. 8 of 1999 on Consumer Protection serves as *the lex generalis* to assess transparency and compliance procedural provisions in the clauses of the Tring! app, to ensure that the implementation of these Sharia principles does not infringe upon consumers' rights to information.

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[22] Refanti Salfa Aulia et al., "Implementasi Prinsip Fikih Muamalah Dalam Menjaga Keadilan Dan Stabilitas Ekonomi Di Era Digital," *Journal of Economic Research*, Vol. 2 No. 2 (Juli 2026): 97, https://doi.org/https://doi.org/10.56799/joer.v2i2.49.

[23] Andi Takdir Djufri, Abdul Halim Talli, and Saleh Ridwan, "Metode Sad/Fath Az-Zariah Dalam Pemahaman Hukum Islam," *El-Iqtishady: Jurnal Hukum Ekonomi Syariah*, Vol. 7 No. 1 (Juni 2025): 470, https://doi.org/https://doi.org/10.24252/el-iqthisady.v7i1.58777.

[24] Acep Jurjani and Eni Nuraeni Maryam, "Analisis Fiqih Muamalah Dan Perlindungan Konsumen Muslim Pada Praktik Buy Now Pay Later," *Journal of Sharia Economics and Finance*, Vol. 4 No. 2 (2026): 116, https://doi.org/https://doi.org/10.34001/jsef.v4i2.2035.

[25] Refanti Salfa Aulia et al., "Implementasi Prinsip Fikih Muamalah Dalam Menjaga Keadilan Dan Stabilitas Ekonomi Di Era Digital," 96.

[26] Aryo Purboyo Wisnuwardhana Baiquni, Muhammad Maksum, and Nurhasanah, "Politik Hukum Penguatan Kewenangan DSN-MUI Dalam Sistem Hukum Ekonomi Nasional," *UU, Development & Justice Review*, Vol. 9 No. 1 (Januari 2026): 30, https://doi.org/https://doi.org/10.14710/ldjr.9.2026.23-43.

[27] Alfie Akhmad Sa'dan Hariri, Hasan Bisri, and Nurrohman, "Landasan Teoretis Dan Filosofis Fatwa DSN-MUI Dalam Sistem Hukum Nasional: Integrasi Maqashid Al-Shariah Dan Regulasi Positif," *Jurnal Pustaka Cendekia Hukum Dan Ilmu Sosial*, Vol. 4 No. 1 (Februari 2026), 2496 https://doi.org/https://doi.org/10.70292/pchukumsosial.v4i1.396.

Theoretically, a standard form contract is understood as a contractual structure in which all provisions have been prepared and determined unilaterally without prior negotiation, and is drafted in a specific format for general application to an unlimited number of transactions.[28] The nature of such agreements automatically places users or consumers in a passive position regarding the formation of the agreement, which in this case is explicitly evident in digital transactions on the Tring! app. In the context of digital transactions, *the terms and conditions* for the gold installment feature constitute a form of standard contract unilaterally prepared by PT. Pegadaian as the business operator.

The imbalance in bargaining power during contract formation places the business operator in a dominant position, while users or consumers have weak bargaining power due to limited room to negotiate the offered contract clauses. As a result, the weaker party is faced with a take it or leave it scenario, they must either agree to all clauses presented by the platform if they wish to use the service, or cancel the transaction entirely if they do not agree to the standard contract provided.[29] It is precisely this lack of room for negotiation that gives rise to legal implications, as it conflicts with the principle of consumer protection particularly when such policies are not transparently disclosed from the outset of the transaction.

The existence of this take it or leave it scheme essentially tests whether the business operator. In this case, PT. Pegadaian adheres to the principle of good faith. In the development of contract UU, the principle of good faith is divided into two fundamental phases. First, subjective good faith, which occurs during the pre-contractual phase and focuses on the honesty and openness of the parties when formulating the agreement. Second, objective good faith, which occurs during the contract performance phase; in this context, it requires that contract performance consistently adhere to standards of propriety, morality, and prudence to prevent harm to either part.[30] In this study focusing on the "gold installment" feature in the Tring! app, the lack of transparency regarding the absence of a policy on changing the repayment term in the *terms and conditions* indicates a lack of subjective good faith on the part of the business operator from the outset of the transaction. When such a policy on changing the repayment term is enforced rigidly without being accompanied by clear restructuring procedures or similar measures, it has the potential to violate the norm of good faith under contract UU.

The implications of disregarding good faith in the drafting of such standard contract clauses are normatively regulated under Clause 18 of UU No. 8 of 1999 on Consumer Protection. This provision normatively restricts businesses from including standard clauses that unilaterally shift the burden of obligations or curtail rights unfairly toward consumers.[31] Standard clauses proven to violate this prohibition are subject to legal sanctions, namely the nullity of the agreement by operation of UU (*nietig van rechtswege*), meaning the agreement

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[28] Dwi Atmoko, "Penerapan Asas Kebebasan Berkontrak Dalam Suatu Perjanjian Baku," *Binamulia Hukum*, Vol. 11 No. 1 (Juli 2022): 86, https://doi.org/10.37893/jbh.v11i1.683.

[29] Munir Fuady, *Hukum Kontrak (Dari Sudut Pandang Hukum Bisnis)* (Bandung: Citra Aditya Bakti, 2007), 60.

[30] Leilani Alysia Hapsari and Anang Setiyawan, "Penerapan Asas Itikad Baik Dalam Penyelesaian Sengketa Perdata," *Zaaken: Journal of Civil and Bussiness UU*, Vol. 4 No. 3 (Oktober 2023): 443, https://doi.org/10.22437/zaaken.v4i3.31365.

[31] Sutan Pinayungan Siregar, "Kepastian Hukum Perlindungan Konsumen Sesuai Dengan Ketentuan Undang-Undang Perlindungan Konsumen," *Journal of UU, Administration, and Social Science*, Vol. 4 No. 2 (Maret 2024): 231, https://doi.org/10.54957/jolas.v4i2.619.

is deemed to have never possessed the legal validity to be binding from the outset, without invalidating other parts of the agreement that meet the requirements for a valid contract.[32]

When applied to the absence of changes to the term in the gold installment feature on the Tring! app, the penalty of nullity as a matter of UU explicitly mentioned in that Clause does not automatically nullify the entire contract or the validity of the term locking policy as a Sharia instrument. The substance of preventing riba through the absence of changes to the term remains legally valid under substantive UU. Furthermore, this penalty of nullity applies specifically to standard clauses or the procedures for disclosing them that are proven to be non-transparent and detrimental to consumers' right to information. Thus, PT. Pegadaian has an obligation to improve the transparency of these standard clauses without compromising compliance with Sharia principles in the use of the Tring! app.

Legal protection for customers or users of the Tring! app is normatively rooted in the fulfillment of the rights and obligations of the parties as stipulated in Clause 4 *jo* Clause 7 of UU No. 8 of 1999 on Consumer Protection (UUPK). Consumers' fundamental rights to safety and to receive clear, accurate, and reliable information regarding the conditions and guarantees of goods and/or services are normatively enshrined in Clause 4(a) and (c) of the UUPK.[33] These rights correlate with Clause 7(a) and (b), which impose an obligation on PT. Pegadaian—acting in this case as a business entity to act in good faith and provide a comprehensive and accountable explanation of the legal consequences of the gold installment feature on the Tring! app.

When compared with the terms and conditions of the gold installment feature on the Tring! app, PT. Pegadaian includes a provision in clause number 4 (four) stating that *monthly installments must be paid on time according to the specified schedule; late payments are subject to a penalty or late fee in accordance with Pegadaian's applicable rates*.[34] Based on the wording of this clause, the first issue that infringes upon the rights of consumers or customers is the element of ambiguity, specifically the statement that fines are determined according to Pegadaian's current rates. Based on several consumer rights as outlined in the Consumer Protection UU mentioned above, information is considered clear if it can be understood directly and concretely without forcing consumers to conduct their own research outside the transaction documents. Meanwhile, in under the terms of the application, customers are still burdened with having to find out the amount of the penalty on their own.

In addition to the aforementioned lack of clarity, a breach of contract regarding information transparency is also found in the provisions concerning the blocking of customer accounts. PT. Pegadaian specifically outlines this account-blocking policy in clause number 7 (seven), stating that *the balance of gold savings purchased through the gold savings installment plan will be placed in a blocked account for the duration of the installment period until the installments are fully paid off*.[35] Upon closer examination of this clause, it appears that one of

[32] Fahira Khoirun Nissa, "Kedudukan Dan Akibat Hukum Klausula Baku Dalam Perjanjian Perspektif Hukum Perikatan," *LETTERLIJK: Jurnal Hukum Perdata*, Vol. 3 No. 1 (Juni 2026): 65, https://doi.org/https://doi.org/10.25134/jise.v1i2.xx.
[33] Presiden Republik Indonesia, "UU No. 8 Tahun 1999 Tentang Perlindungan Konsumen," Pub. L. No. No. 8 tahun 1999 (1999).
[34] Pegadaian, "Cicil Tabungan Emas Sekarang, Bisa Lebih Mudah," PT. Pegadaian, 2026, diakses pada 21 Agustus 2026, https://pegadaian.co.id/tring/cicil-tabungan-emas.
[35] Ibid.

the consumer's rights to complete information regarding the consequences of default on the gold balance has been disregarded. The limited transparency of the information provided may be deemed non-compliant with the Consumer Protection UU, as it presents an incomplete picture of the terms and risks of the service, thereby potentially misleading consumers. Customers reading this clause might assume that the gold they are paying off in installments is safe and protected during the lock-up period, without realizing that there is no further explanation regarding the fate of that asset in the event of a default.

In the practice of digital transactions on the Tring! app particularly regarding the gold installment feature a failure to fulfill the obligation of information disclosure occurs when the terms of the lock-in period are presented in a veiled manner within lengthy *terms and conditions* documents without accompanying visual warnings. This lack of transparency violates the principle of good faith during the pre-contract phase, thereby depriving users or consumers of the opportunity to assess the risks they will face.

The crux of the contractual imbalance in the terms and conditions of the gold savings installment feature on the Tring! app lies in the clause regarding unilateral termination of the legal relationship, as set forth in clause number 9 (nine), which states that *Pegadaian has the right to reject, cancel, or postpone an application for the gold savings installment plan if there are indications of fraud, data discrepancies, or suspicious transactions in accordance with applicable UUs*.[36] The wording of this clause which is entirely controlled by PT. Pegadaian as the business operator reveals a stark imbalance. Granting PT. Pegadaian the right to unilateral cancellation without providing a mechanism for customers to file objections has the potential to violate consumers' right to be heard, as well as their right to receive advocacy, protection, and appropriate dispute resolution efforts, as stipulated in Clause 4(e) of the Consumer Protection UU.

This imbalance procedures unilateral cancellation is becoming evident when compared to the standard benchmarks of the Islamic finance industry, particularly Islamic banking, which also operates under the same oversight as PT. Pegadaian, namely the Financial Services Authority (OJK) and the DSN-MUI fatwa. Pursuant to Clause 57 of OJK Regulation No. 2 of 2022 on the Assessment of Asset Quality of Sharia Commercial Banks and Sharia Business Units *jo.*DSN-MUI Fatwa No. 47/DSN-MUI/II/2005 on the Settlement of *Murabahah* Receivables for Customers Unable to Pay, Islamic financial institutions are required to implement a structured risk management framework from the identification stage through to control in order to maintain financial stability and ensure the quality of financing.[37] In this context, the *Non-Performing Financing* (NPF) ratio serves as a fundamental benchmark for assessing the viability of assets and the financial health of a financial institution. Therefore, restructuring schemes implemented through various mechanisms such as *rescheduling, reconditioning, and restructuring* play a vital role as risk mitigation tools for customers facing payment difficulties.[38]

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[36] Ibid.

[37] Alya Farika, "Tantangan Dan Strategi Manajemen Risiko Dalam Menghadapi Pembiayaan Bermasalah (NPF) Pada Bank Syariah," *Maliki Interdisciplinary Journal (MIJ)*, Vol. 4 No. 4 (2026): 1394.

[38] Wiwin Fauziah et al., "Analisis Strategi Penyelesaian Pembiayaan Bermasalah Di Bank Syariah," *NUSANTARA: Jurnal Ilmu Pengetahuan Sosial*, Vol. 12 No. 7 (2025): 3114, https://doi.org/10.31604/jips.v12i7.2025. 3111-3118.

Furthermore, this obligation aligns with the principle *of usul* al-fiqh known as *"al-masyaqqah tajlib al-taysir,"* which stipulates that the presence of hardship warrants the granting of leniency. This principle has universally provided legitimacy for leniency (*rukhsah*) when a person faces genuine hardship.[39] In light of this principle, the Tring! app's policy which unilaterally enforces an automatic term-lock mechanism without providing restructuring options to users or customers experiencing payment defaults can be viewed as disregarding the principle of risk mitigation and the principle of *rukhsah*. This comparison illustrates that the absence of an "emergency exit" in the form of restructuring within the Tring! app remains a weakness from a risk management perspective.

However, the implementation of restructuring as a form *of leniency* must be limited by clear legal parameters to prevent *usury*. *The rescheduling* mechanism, as explained in DSN-MUI Fatwa No. 48/DSN-MUI/II/2025 regarding the Rescheduling of *Murabahah* Invoices, has three (3) provisions. First, it must not result in an increase in the accumulated remaining liability; any charges imposed for the rescheduling must represent actual costs; and any extension of the repayment period must be based on mutual agreement between both parties.[40] This provision is specifically reinforced for gold commodity financing through DSN-MUI Fatwa No. 77 of 2010 on Non-Cash Gold Sales and Purchases, which stipulates that the transaction value (*tsaman*) is fixed without any increase in costs during the term of the agreement, regardless of any agreement to extend the term after the due date.[41]

The provisions in both fatwas clarify the distinction between restructuring and *usury* practices. The mechanism for rescheduling installment terms on the Tring! app is permitted as long as it aims to reduce the value of periodic installments without changing the sale price agreed upon at the outset. Conversely, extending the term accompanied by an increase *in the margin*, penalty fees, or a rise in the total bill as compensation for the extended time is explicitly prohibited.

The legal implications of disregarding Clauses 4 and 7 result in a violation of Clause 18 of the Consumer Protection UU (UUPK) regarding standard clauses. Clause 18(1) explicitly states that business entities are strictly prohibited from including standard clauses that shift imposing unilateral obligations, unduly curtailing consumer rights, or placing consumers in a completely unequal bargaining position.[42] Furthermore, Clause 18(3) states that the legal sanction for violating this provision is nullity by operation of UU (*nietig van rechtswege*). This means that a non-transparent mechanism for disclosing information regarding the absence of a term-adjustment feature is deemed to have never possessed the legal validity to be binding from the outset of the agreement, without invalidating other parts of the agreement that meet the legal requirements for a valid contract.[43] In this regard, it is

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[39] Muhammad Norfahmi Asshauqi et al., "Restrukturisasi Pembiayaan Murabahah Di Perbankan Syariah: Analisis Kaidah Al-Masyaqqah Terhadap Implementasi POJK No. 11/2020," *Pendas: Jurnal Ilmiah Pendidikan Dasar*, Vol. 11 No. 3 (September 2026): 441, https://doi.org/https://doi.org/10.23969/jp.v11i03.58741.

[40] Dewan Syariah Nasional MUI, "Fatwa DSN-MUI No. 48/DSN-MUI/II/2025 Tentang Penjadwalan Kembali Tagihan Murabahah," Pub. L. No. No. 48/DSN-MUI/II/2025 (2005).

[41] Dewan Syariah Nasional MUI, Fatwa DSN-MUI No. 77 tahun 2010 tentang Jual Beli Emas secara Tidak Tunai.

[42] Abdian Saifullah, Muhammad Fadel Adhyputra, and Ziadul Fikri, "Implikasi Klausula Eksonerasi Terhadap Perlindungan Konsumen Dalam Kontrak Financial Technology Peer-to-Peer Lending," *Jurnal Restorasi Hukum*, Vol. 7 No. 2 (2024): 244, https://doi.org/https://doi.org/10.14421/zmpxcr40.

[43] Fahira Khoirun Nissa, "Kedudukan Dan Akibat Hukum Klausula Baku Dalam Perjanjian Perspektif Hukum Perikatan," 65.

emphasized that this classification as null and void ab initio is limited in scope, such that the invalidation applies only to standard clauses that lack transparency. Meanwhile, the entire contract entered into in that transaction, as well as the substance of the policy regarding the fixed tenor in the gold installment feature, remains valid and binding on the parties. This measure aims to foster a fair and sustainable transactional environment, while ensuring the protection of consumer rights that are integrated with Sharia principles.[44]

Conclusion

The automatic tenor lock policy for the gold installment feature on the Tring! app has strong validity from the perspective of muamalah fiqh. This policy is deemed appropriate as a preventive instrument through the *sadd adz-dzari'ah* approach to minimize loopholes that could lead to the accumulation of new *margins* resulting in usury practices due to tenor extensions, and it has met the *ijtihad* parameters of Ibn Qayyim al-Jauziyah and DSN-MUI Fatwa No. 77 of 2010 on the Non-Cash Sale and Purchase of Gold. However, when examined from the perspective of consumer protection UU, the unilateral application of standard clauses resulting in a *take it or leave it* scheme without transparency regarding risk mitigation and the consequences of default violates Clause 4 *jo.* Clause 7 of UU No. 8 of 1999 on Consumer Protection, which affirms the right of customers (users) to receive clear, accurate, and reliable information. This lack of transparency renders such a clause potentially null and void by operation of UU (*nietig van rechtswege*). Furthermore, the absence of a restructuring mechanism in the gold installment feature on the Tring! app also indicates a disparity in risk management when compared to Islamic banking practices, which provide adjustment policies without imposing additional *margin* charges on customers acting in good faith.

As a recommendation for the development of the Tring! app, a potential solution is to integrate a semi-digital Sharia-compliant restructuring feature that facilitates the digital signing of a new contract (*tajdid al-'aqd*) without incurring additional interest. In addition, PT. Pegadaian needs to revise the *terms* and *conditions* for this feature to include transparent details on penalties, clear explanations regarding balance freezes, and visual warnings before a transaction is approved by users. Concurrently, synergy between the Financial Services Authority (OJK) and the National Sharia Council of the Indonesian Ulama Council (DSN-MUI) is essential to issue specific technical guidelines regarding consumer protection standards on Sharia-based digital gold investment *platforms*. Through this adaptive resolution process, the Tring! app is not only able to uphold the integrity of pure Sharia compliance but also succeeds in creating a fair and sustainable transactional environment, while ensuring the protection of consumer rights integrated with Sharia values in today's digital age.

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