

Analysis of Online Buying and Selling Using Dropshipping System in the Perspective of Contemporary Muamalah Fiqh

Ahmad Asron Mundofi¹, Siti Marya Ulfa², Eko Prayetno³, La Ode Musaldin⁴

¹ Sunan Kalijaga State Islamic University Yogyakarta; ahmadasronmundofi@gmail.com

² Sunan Kalijaga State Islamic University Yogyakarta; sitimaryaulfa799@gmail.com

³ Maulana Malik Ibrahim State Islamic University; echopray99@gmail.com

⁴ Monash University, Melbourne; lmus0003@studnet.monash.edu

ABSTRACT

This research aims to analyze online buying and selling practices using a dropshipping system. Dropshipping is a sale method where the seller or dropshipper does not need to store the goods being sold. In this system, the dropshipper determines the price of goods that are not owned, then after receiving an order from the buyer, the dropshipper buys the goods from the supplier and immediately sends them to the buyer at the set price, taking advantage of the difference between the purchase price and the selling price. This research employed a descriptive qualitative approach with a normative approach. The research results showed that the dropshipping system in online buying and selling has fulfilled the requirements for legal buying and selling according to the rules of Islamic law. In its implementation, online dropshipping buying and selling used two contracts, namely salam contract and the wakalah contract, with change to the *ijab* and *qabul* processes. According to the original law, the practice of dropshipping can be prohibited (*haram*) since it has the potential to contain *usury nasi'ah* for *ribawi* goods and sale transactions before ownership for non-*ribawi* goods. The proposed *syar'i* solution for dropshipping practices includes the change to the *ijab qabul* process, implementing *wakalah bil ujroh* (where the dropshipper acts as a representative of the consumer), and using the concept of *ba'i salam*. However, the last solution was considered less preferable since the capital was not handed over at the beginning of the contract.

Keywords: Online Buying and Selling, Contemporary Islamic Jurisprudence, Dropshipping

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INTRODUCTION

Current developments occur quickly, especially in the fields of science and technology (Diana, 2001). This is proven by various discoveries in transportation equipment, electronic equipment and communication tools. One of the examples of this development is the internet which has been used for various purposes to facilitate human activities throughout the world without having to go to a certain location. The internet has also become a superior medium in the business world, allowing business person to retail and develop business widely more easily. With the rapid development of technology, many buying and selling transactions can now be carried out without having to meet face to face. This kind of transaction is known as online buying and selling. Online buying and selling is permitted in Islam as long as it fulfills the pillars and conditions that have been determined, and is free from *usury*, *gharar* and *maisir*.

The practice of online buying and selling in this modern era is greatly influenced by technological advances that eliminate boundaries in doing business. Information technology functions as a marketing medium that is widely used by traders to offer and market their products and services, which is known as e-marketing. This technology is chosen by companies, individual traders, and customers since it offers convenience and speed in obtaining information about products or services, expanding market reach, finding potential customers, and improving the company's brand image. For customers, e-marketing allows the

buying and selling process to be carried out without having to meet face to face, making it easier for them to find the various products or services they want without having to spend time going around various physical stores (Napitupulu, 2015).

The provisions of the National Sharia Council of the Indonesian Ulema Council (DSN/MUI) also state that every sale and purchase contract must comply with the pillars and conditions of sale and purchase to avoid elements of usury, gharar and maisir. Basically, every buying and selling transaction must be free from these elements to be valid according to Sharia (Syafi'i, 2023). Allah SWT says in QS Al-Baqarah : 275 (Al-Quran Ministry of Religion of the Republic of Indonesia, 2019).

وَأَحَلَّ اللَّهُ الْبَيْعَ وَحَرَّمَ الرِّبَا

Meaning: "Allah has permitted buying and selling and prohibited usury..."

Based on the verse in the Quran which confirms that buying and selling is permitted as long as it does not contain elements of usury, it could be understood that usury is prohibited in Islam. Online buying and selling, also known as e-commerce, is one of the forms of implementation of online business. E-commerce offers various conveniences that attract society's interest in switching from manual methods to internet-based transactions. Therefore, in the current digital era, many businesses compete to attract consumers via the internet network.

Services offered through the internet include online buying and selling, e-banking, bill payments, ordering transportation tickets, and what is increasingly developing is online credit. Credit, including online credit, is a widely known installment payment system. Both in buying and selling transactions as well as bussiness, credit is a solution for individuals to meet their needs. Humans commonly try to fulfill their life needs which include primary, secondary and tertiary needs. However, due to limited ability to fulfill this, individuals regularly need assistance through the credit system (Siliwadi, 2022). Online credit emerged due to the increasingly widespread use of e-commerce in society. This system offers credit services without using a credit card. For example, shopping online with a credit system allows buyers to pay for goods in installments even if they don't own cash. Payments can be paid via ATM, internet banking, mobile banking, or at minimarkets such as Indomaret and Alfamart.

Shopping online through the marketplace is a service that is in great demand. Marketplace is an internet-based online platform that allows transactions between buyers and sellers. Several marketplaces that are highly known at the moment, especially among teenagers and adults, include Shopee and TikTok Shop etc. With the existence of an online buying and selling system and online credit, consumers find it easy to carry out transactions (Student & Amin, 2021). However, it is significant to ensure that all these transactions are in accordance with the principles of *muamalah fiqh*, namely do not contain usury, *gharar* (obscurity), and *maisir* (gambling), in order that these things are legal and in accordance with Islamic law.

However, the practice of buying and selling online has several disadvantages. One of disadvantage is the risk of product quality uncertainty, which occurs because buyers cannot see the product directly before purchasing. This uncertainty arises because the goods being traded cannot be physically seen or touched by potential buyers. One form of online buying and selling is known as dropshipping. In dropshipping, it is possible for individual to sell various products to consumers without requiring to provide capital employed, just by publishing product photos from suppliers. Buyers order goods from retailers and pay the prices set by the retailers. The retailer then orders goods from the wholesaler and pays the wholesale price, then the wholesaler sends the goods directly to the buyer. Retailers profit from the price difference between what buyers pay and the price paid to wholesalers (Iswidharmanjaya, 2012).

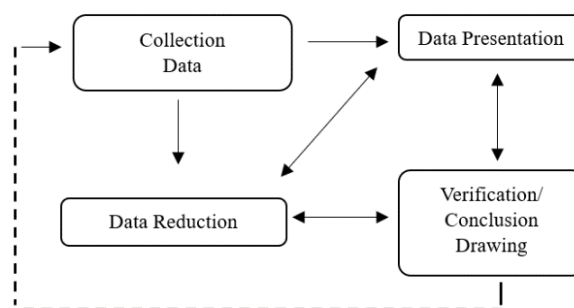
Buying and selling in the way that has previously discussed results in various issues such as discrepancies in the goods received, delays in delivery of goods, or other forms of

consumer complaints, which ultimately harm consumers. In relation to management aspect, many dropshippers do not have the budget to respond to and manage customer complaints, thus the solutions offered are commonly negotiations or even acts nothing. In fact, dropshippers can easily change the name or the website (Mahfudhoh & Santoso, 2020). This includes *zhulm* behavior which is prohibited in buying and selling transactions that comply with *sharia*. Apart from that, the practice of *gharar* also arises when the goods displayed on the website are different from the goods sent later. Based on the description above, the author explained how online dropshipping buying and selling is conducted from the perspective of contemporary *muamalah* jurisprudence by focusing on dropshipping practices modified to *ijab* and *qabul* and using *wakalah* and *salam* contracts.

METHODS

The analysis section of this research method employed descriptive qualitative with a normative approach. Qualitative research is carried out appropriately or in accordance with reality, in qualitative research the data is not changed in the form of numbers or symbols (Sugiyono, 2008). Descriptive research is research analyzing a number of events, facts and symptoms accurately and systematically. The scientific atmosphere analyzed in descriptive qualitative research is carried out through observation without any data manipulation. Data collection was carried out through literature study, documentation and observation (Sari, 2024). A descriptive normative approach is then used to study Islamic law which can become a legal basis for contemporary *muamalah* practice. The normative approach originates from religious motivations and goals, while the descriptive approach is an implication of the motivation of intellectual or academic curiosity to examine several alternative *sharia* solutions available and the legal force contained therein (Anwar, 2017).

For data analysis, the author applied references from Milles and Huberman, which include data collection, data reduction, and drawing conclusions (Mundofi, 2024). The collected data is organized based on problem categories, then analyzed to be interpreted as research findings. Conclusions are drawn when the amount of data collected meets the data validity criteria. The validity of this data is examined using the content check point technique, which is a technique used to verify the truth of each item of information that is the basis for drawing conclusions. If multiple data sources reveal the same information, then conclusions can be drawn.



Picture 1. Miles and Huberman Interactive Data Analysis Model

RESULTS AND DISCUSSION

Buying and Selling Laws in Islam

Etymologically, buying and selling is the process of exchanging goods for goods. In *fiqh* terms, buying and selling is called "*bai*" which means selling, replacing and exchanging something for something else. The word "*bai*" is opposite to the word "*syira*" which means to buy. According to Imam Abu Hanafi, buying and selling is the exchange of *maal* for *maal* (*maal*

can be in the form of goods or assets) or the exchange of valuable goods for similar goods, carried out in a certain, legal and special way, namely with an agreement or without an agreement. *Kabul (mu'aathaa')* (al-Zuhaili, 2015).

According to Hanafiyah scholars, buying and selling is the exchange of property for property (in the form of objects) based on methods permitted by the *Sharia* and agreed upon. Imam Nawawi in *al-Majmu'* defines buying and selling as exchanging property for property for ownership purposes, exchanging goods for goods or goods for money by relinquishing ownership rights and on the basis of mutual acceptance (Suhendi, 2014). Malikiyah, Syafiiyah and Hanabilah scholars are of the opinion that buying and selling agreement (*al-bay'*) is an exchange between property and goods in terms of transfer of property and ownership (Mardani, 2019). Buying and selling is the exchange of assets with mutual consent, which can be conducted with consent and *qabul*, in accordance with Islamic law.

There are three pillars of buying and selling, namely: the contracting party (*'Aqidayn*), the object of the contract (*Ma'qud'alaihi*), and the *shigot* (pronounced *ijab qobul*) (Aziz & Azzam, 2010). Based on the object of the contract, buying and selling is divided into three types: First: Buying and selling objects that similar such as buying fruit at the market. Second, buying and selling objects whose properties are mentioned in the agreement. Third, buying and selling objects that do not exist, which is prohibited since it has the potential to harm one of the parties, because the object of the contract is still unseen and the ownership is unclear (al-Husaini, 2016). The increasingly rapid development of the times triggers ever-increasing economic growth. This is proven by the various forms of transactions that exist in society, one of the developments that is currently popular is online transactions or online buying and selling. Examples are online buying and selling on Lazada, Tiktok, or Shopee, with payment methods via bank transfer, Indomaret, Alfamart, or pay on delivery (COD).

Furthermore, the Indonesian Ulema Council (MUI) adjusted these developments to the principles of Islamic law. On January 23 2018, MUI issued a *fatwa* regarding online transactions contained in DSN/MUI Fatwa NO.117/DSN/MUI/II/18 (Anwar, Riyanti, & Alim, 2020). In Islam, a *fatwa* is defined as an opinion regarding a law which is a response or answer to a question asked by the *fatwa* requester and has no binding force. In jurisprudence, *fatwa* means an opinion expressed by a *mujtahid* in response to a request for a *fatwa* in a case or the demands of the times. *Fatwas* are the result of human thought and cannot be categorized as the main source of Islamic law. *Fatwa* can be categorized as *ijtihad* because in the process of implementing it, legal research methods using *ushul fiqh* are applied. *Fatwa* is included as a third source of law or *ijtihad*. It is expected that this *fatwa* can assist society to be more selective in carrying out transactions which are currently growing so that they remain in accordance with the values of Islamic law. Online transactions are order transactions in the global era business model that are carried out without direct face-to-face contact, but rather through data exchange via the internet between the seller and the buyer. The development of information technology makes it possible for long-distance transactions to occur, where one can interact even without meeting face to face. In online business, the most significant thing is the availability of information and potential profits. This concept is known as e-business or e-commerce.

If you look at the object of the contract, online buying and selling is included in *salam* buying and selling, even though it is not completely similar. This is due to several conditions for *salam* buying and selling that are not fulfilled such as the lack of clarity about the location and the presence of both parties involved in the same place. However, by examining further and collaborating the Al-Qur'an, Hadith, and *Ijma'*, and based on Abdullah bin Mas'ud's statement: "What is considered good by Muslims is good before Allah, but the opposite is also true," the most important thing is honesty, fairness and clarity by providing complete data,

and no intention to deceive or harm other people (Laili, 2021). Apart from that, Islam sees online buying and selling as a tool to encourage people to have an active mindset in carrying out various economic activities. Buying and selling online makes buying and selling activities easier, which in the Islamic view is permissible, as hinted at by Allah in His Word: "*Allah desires ease for you, and does not desire hardship for you*" (Al-Quran Ministry of Religion of the Republic of Indonesia, 2019).

Contemporary *Fiqh Muamalah* Perspective on Online Buying and Selling with Dropshipping System

In responding to life's needs, the presence of the marketplace has made it easier by offering loans to shop for daily needs such as food, clothing, household equipment, and so on. This advantage was expressed by marketplace users who were able to buy goods even though they did not have cash at the time, and they had benefited from having capital to sell the goods, the process was more practical, faster, and there were often attractive promotions. In this research, it discussed how Dropshipping practices can be analyzed using Islamic law. First, the researchers discussed the terms and conditions of buying and selling, as expressed by (Sarani & Abdullah, 2011). E-Commerce as a form of buying and selling transaction has validity which depends on the fulfillment of the pillars and conditions that apply in buying and selling. If both parties are in agreement and conditions are met, then e-commerce is valid as a transaction. Conversely, if it is not fulfilled, then the transaction is invalid (Lestari, 2019).

The contracts in online buying and selling transactions are different from in-person contracts. Online transactions commonly use written contracts such as emails, SMS, notes, and so forth, or through verbal communication via telephone. Generally, offers and contracts in online transactions are made in writing, where an item is displayed on an internet page at a certain price. Interested consumers then transfer money according to the price listed plus shipping costs or use the pay on delivery (COD) method. A contract made with just a gesture can be considered valid, especially if it uses clearer writing, pictures and illustrations. Signs in a contract have the same legal force as verbal explanations, in accordance with the rule: "Signs that can be understood by a mute person are the same as verbal explanations" (Salih bin Ganim Al-Sadlan. Transactions selling goods via the internet are written transactions. Selling Purchases can be made orally and in writing, and both have the same legal force, in accordance with the rules of *fiqhiyah*: "*Writing has the legal force of speech*" (Hadi, 2018).

Al-Dimyati in the book *I'anatut-Thalibin* explains that transactions using writing are *kinayah* transactions whose validity is the same as oral transactions, as long as the intention of each contracting party is achieved and also states clear writing, if accompanied by intentions, is legal, even though transactions are carried out with individuals present at the contract assembly. Prospective buyers are required to immediately respond to offers when they find out about the offer. *Khiyar* is valid until the transaction assembly ends. For example, if one sells a house to a person who is not there, and when the offer reaches that person and is immediately answered, then the transaction is valid. This is the same as a written offer.

In addition to explaining the power of written transactions, it is crucial to emphasize what is legal reference for an action is its intent and purpose, not its outcome. Online transactions are legal acts, so the reference is the intention and purpose of each party involved, in accordance with the rules of *fiqhiyah*: "*The reference in a contract is the aim and substance, not the form and language*", Mustafa Ahmad Al-Zurqa. These two rules show that the intention and purpose are significant issue in the contract, not the form or media used. According to Al-Syarwani and Al-Ramli, writing that does not contain substances is included in the *kinayah* category. Therefore, buying and selling transactions carried out in clear writing and accompanied by clear intentions are considered valid, even though they take place with individuals present at the contract. In this context, prospective buyers are expected to

immediately respond after finding out the contract. The *khiyar* (cancellation option) is valid until the end of the *qabul* transaction. For example, if one sells a house to the other who is not present at the time, but then the party concerned accepts the offer when it is presented to him/her, the transaction is still considered valid. This principle also applies to transactions carried out in writing, sometimes even stronger than oral transactions (Tarmizi & Hamzah, 2021).

It is crucial to note that in a legal context, what is the reference for a transaction is its intent and purpose, not just its appearance. In online transactions, the reference is the intentions and goals of each party involved in the transaction. As stated in the rules of *fiqhiyah*: "*The crucial aspect in a contract is the aim and substance, not the form and language*". These two rules emphasize that the intention and purpose of a transaction are the reference, not the physical appearance or the media used. In the context of contracts, language and media are not the main focus or reference from a legal perspective.

Then at the IV Islamic Fiqh Congress in Jeddah, Saudi Arabia, on March 14-20 1990, online transaction law was discussed. Considering the significant impact of technology in various aspects, including buying and selling activities to increase the speed of economic activity, it is necessary to emphasize the law on the use of this media from the perspective of Islamic Fiqh. However, it is still necessary that the transaction fulfills the requirements set by the Fuqaha, whether in oral, written or letter transactions. These requirements include meetings of the parties in one forum, contextuality between consent and *qabul*, the absence of any intention of one of the parties to default, as well as continuity between consent and *qabul* (Astuti, 2018). Dropshipping is a product model where the seller or dropshipper does not need to own the product being sold. Dropshipping is a buying and selling transaction system where the dropshipper can determine the price of an item that he does not have, then after receiving an order from the buyer, the dropshipper buys the item from the supplier and sells it to the buyer at the specified price, taking advantage of the difference between the purchase price from the supplier and the price sell to buyers.

Online buying and selling transactions using the dropshipping system are carried out by the dropshipper uploading images of goods on social media, complete with descriptions of goods and promotions to attract buyers' interest. Dropshippers also include contacts who can be contacted if the buyer is interested. These goods are then ordered from the shop or supplier when the dropshipper receives the order from the buyer and there is an agreement regarding the goods being bought and sold, including price and payment method (Tektona, 2021). Payment is made by transferring money to the specified bank account. Dropshippers do not own or store the goods they sell, but only use images and information from other shops or suppliers.

Fiqh Review of Dropshipping Transactions

There are two types of contracts involved in online dropshipping buying and selling transactions. First, the contract between the buyer and the seller (dropshipper) where the seller sells the supplier's goods, this is called the *salam* contract. Second, the contract between the seller (dropshipper) and the supplier where the seller acts as the supplier's representative to deliver goods to the buyer via courier, is called a *wakalah* contract. A *salam* contract, according to the views of Syafi'iyah and Hanabilah scholars, is a sale and purchase agreement where payment is made in cash when the contract occurs, but delivery of the goods is postponed until the agreed time. Malikiyyah scholars view the *salam* contract as a sale and purchase agreement where payment is made in advance and in cash, but delivery of goods will be made in the future with certain specifications (Dimyauddin, 2015).

Salam contract is required to meet several requirements, including both the buyer and seller are able to consider issues logically, and able to understand the law, as well as the seller

clearly stating the description of the goods. Other requirements include clarity of capital or money paid at the time of the contract, clear objects, and clear and undivided consent and *qabul*. A *wakalah* contract, on the other hand, is an agreement in which a person gives authority to another person to act on his behalf in a particular task. In the context of online dropshipping buying and selling, the supplier gives authority to the dropshipper to control the delivery to the buyer. The terms of a *wakalah* contract include the legal owner who gives power of attorney (*muwakkil*), a reasonable representative (*representative*), objects that can be represented (*muwakkal fih*), and clear consent and *qabul* in representing goods (*shighat*) (Lathif, 2005). Overall, online dropshipping buying and selling can be regarded from the perspective of Islamic law by fulfilling legal requirements, not causing harm to parties, and in accordance with the principles of benefit in Ushul Fiqh, as long as it does not conflict with Islamic religious values (Usman, 1995).

In the context of online dropshipping buying and selling, if the transaction does not comply with the provisions of Islamic law, such as intentional fraud by one party and causing loss to the other party, then from a *Sharia* perspective this is not permissible. This action contains risks for one or both parties, so that the transaction is considered invalid because it causes losses to the affected party. All of this basically depends on the intentions of each party. Islamic law is directed at realizing and maintaining the benefit of mankind.

This concept is recognized by the ulama, as stated in the principle "*Where there is benefit, there is God's law*". Furthermore, it is crucial for parties involved in online buying and selling contracts using a dropshipping system to focus on the existing restrictions and ensure clarity regarding the objects to be traded. This clarity includes four important conditions (Iswiyah, 2023). First, *halal*, which means that the goods must be in accordance with Islamic law, and free from anything that is *haram*, and provide great benefits in protecting human assets and minds. Second, *existence*, namely the goods being traded must be real, correct, and must not be fraudulent. The item must have a permanent form and provide benefits. Third, *delivery*, namely there is certainty regarding the delivery and distribution of the goods. In relation to time agreement, it also needs to be considered both in terms of payment by the buyer and delivery of goods by the seller. Payment by the buyer is proven by proof of transfer such as an image of a receipt from an ATM or m-banking. Meanwhile, delivery of goods by the seller is proven by a receipt number from the expedition which can be tracked by the buyer. Fourth, the correct determination, namely that the goods being traded must have quality and value in accordance with the agreement between the parties.

The online dropshipping buying and selling process which involves a *salam* contract and a *wakalah* contract can be explained as follows (1) The dropshipper comes into a *wakalah* contract with the supplier to sell goods from the supplier and take a certain amount of profit; (2) The dropshipper displays pictures and descriptions of the goods, even though the goods are actually in the hands of the supplier; (3) The buyer is interested in the goods offered by the dropshipper and places an order; (4) There is a *salam* agreement between the dropshipper and the buyer, with the change to the agreement so that the buyer understands that the dropshipper is not the owner of the site that allows this transaction to occur; (5) The buyer makes payment according to the agreement via transfer, including shipping costs; (6) Dropshippers order goods from suppliers after receiving payment from the buyer; and (7) The supplier sends the goods to the address specified by the buyer.

Overall, online dropshipping buying and selling, based on the view from a *maqashid sharia* perspective, meets the requirements set out in *fiqh*. First, the parties involved in the contract have fulfilled the terms of *salam* contract by being comprehensively understood of the agreement. Second, the object of the transaction is the goods sold by the dropshipper that meet the requirements in the form of real goods and are ready to be sold from the supplier. Third,

the time and place for delivery of goods and payment have been agreed upon by both parties after the goods are ordered.

Sharia Solution for Dropshipping Business

Systematically and scientifically, there are several changes that can be made in the *ijab qabul* in the practice of buying and selling dropshipping in order that the transaction is valid according to Islamic law. The dropshipper's honesty is a crucial factor in the validity of this contract. Based on this research, the following are the steps that can be taken: First, the Dropshipper is necessitated to inform every prospective buyer that using the product request application cannot be considered as an agreement from the seller or site owner. Second, after the prospective buyer fills out and sends the application form, the site owner or dropshipper may not immediately accept the sale and purchase agreement. Instead, site owners must first purchase goods from the actual manufacturer or supplier. After receiving the goods, the dropshipper can then respond to the buyer's request and ask for the necessary payment before sending the goods to the buyer. Third, to avoid possible losses that could arise if consumers withdraw their desire to buy during this delay period, the dropshipper can stipulate to the manufacturer or supplier that the dropshipper has the right to return the goods within a few days after purchasing, according to the agreement. This is known as *khiyar* condition.

Apart from modifying the *qabul* agreement, it can also be considered in the context of dropshipping. According to previous research mentioned by Fauzia (2015), the practice of dropshipping can be justified if it uses a *wakalah* agreement. In this case, the dropshipper is necessitated to clearly state to the consumers that he is taking the role as the buyer's representative, and ask for compensation for his services in finding and purchasing goods on behalf of the consumer. Then the *wakalah* contract, several people proposed using the *salam* contract as a solution for dropshipping practices. As mentioned by Cahyadi (2018) *Khulwah*, *salam* contract is a form of contract for ordering goods where payment is made in cash in advance, while the goods will be delivered later according to the agreement. This greeting contract is recognized as valid according to the majority of scholars. Based on the hadith which states that the Prophet Muhammad *sallallaahu 'alaihi wa sallam* found the people of Medina carrying out a *salam* contract, with the goods being handed over after the passage of two or three years, he emphasized that conditions such as the weight and size of the goods and the time of delivery must be clearly determined (Dzikrulloh, 2014). Thus, modifying the *ijab qabul*, implementing the *wakalah* contract, and using the *salam* contract are several approaches that can be considered in carrying out online dropshipping buying and selling practices so that they comply with the principles of Islamic law.

Review of Fiqh for Salam Contracts

The solution that has been previously explained has a weakness since the main requirement in the *salam* contract is that the *ra'su maal salam* must be submitted at the contract agreement, which does not happen in dropshipping transactions. Consumers do not hand over money to the dropshipper before leaving the contract. The handover of *ra'su maal salam* at the contract agreement is a requirement to avoid buying and selling debt for debt, which is prohibited based on the consensus of the ulama, as quoted by Ibnu Qudamah in *Al Mughni* (4/37) (al-Husaini, 2016). Al Kasani al Hanafi also stated that the conditions for *ra'su maal salam* must be fulfilled by handing over *ra'su maal salam* at the contract agreement before separating, because separating without handover can result in transactions such as debt with debt, which is also prohibited based on the hadith which prohibits buying and selling debt with non-cash debt (Amelia, 1986).

Asy Syarbaini added that handing over the *ra'su maal salam* before leaving from the contract is an absolute requirement in the *salam* contract to avoid buying and selling debt for debt (Mughni Muhtaj 2/102). Zarkasyi (1993) also explained that the *salam* contract could not

be carried out online because the conditions for submitting the *ra'su maal salam* at the contract agreement were not fulfilled (Syarh Zarkasyi ala Mukhtashar al Khiraqi 4/14). According to Majma' Al Fiqh Al Islami in decision No. 52 (3/6) of 1990, the contract takes place with the condition that the consent and *qabul* are fulfilled directly between the parties transacting in one party, which cannot be applied to the salam contract because the main condition is that the handover of the *ra'su maal salam* must be hastened (Oki, 1990). Thus, based on the reasons above, the solution of using a *salam* contract in dropshipping practice has its weakness.

CONCLUSION

Based on the discussion above, some conclusion could be drawn that online buying and selling using a dropshipping system is a method where the seller (dropshipper) does not need to have stock of the goods being sold. Dropshippers set selling prices to buyers without having the goods first. After receiving an order, the dropshipper buys goods from the supplier and resells them to the buyer at a predetermined price, taking advantage of the price difference. In the context of *muamalah fiqh*, online buying and selling using a dropshipping system is not prohibited in Islam. The general principle in *muamalah fiqh* is that all forms of muamalah are permissible unless there is an argument that prohibits it. The dropshipping system has met the requirements for valid buying and selling according to the rules of Islamic law, because transactions are carried out with appropriate contracts, such as *salam* contracts (although with several weaknesses in the context of dropshipping), *wakalah contracts*, and modifications to the *ijab* and *qabul* to maintain validity of transaction.

The syar'i solution offered in this research involves modifications to the agreement and *qabul* which require the dropshipper to have the goods first before the sale and purchase agreement with the buyer. Another alternative is to use a *wakalah* contract, where the dropshipper acts as the buyer's representative to the supplier and receives *ujroh* (fee) as a service for finding goods. The use of a *salam* contract is considered inappropriate in the context of dropshipping since there is no handover of the *ra'su maal* at the contract agreement, which is the main requirement in a *salam* contract to prevent buying and selling debt for debt, which is prohibited according to the consensus of the ulama.

Thus, this research not only describes the practice of dropshipping from the perspective of contemporary muamalah jurisprudence, but also offers syar'i solutions that can be applied to maintain the validity and halalness of transactions in the context of increasingly developing modern trade. In terms of further research in the future, it is expected that other research will carry out a comparative study between dropshipping and other more traditional or conventional online buying and selling methods, such as e-commerce with available stock of goods. This can assist to understand the advantages and disadvantages of each method in terms of syar'i and its practicality in the context of muamalah fiqh. Additionally, it is also expected that this research provides understanding toward the perceptions of the public and those who are dealing with business field regarding the implementation of sharia principles in dropshipping. This study can assist in identifying factors that support or hinder the adoption of syar'i solutions in business practices.

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