

ANALYSIS OF FIQH MUAMALAH AND DSN MUI FATWA NO. 145 OF 2021 ON DROPSHIPPING ONLINE BUYING AND SELLING PRACTICES IN BANDA ACEH CITY, INDONESIA

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Abstract

The majority of scholars are of the opinion that the practice of drop shipping is haram because of this form of buying and selling, where the goods sold do not belong to the drop shipper (seller). This research aims to find out about the law of online drop shipping according to DSN-MUI Fatwa No.145 of 2021. This research uses the juridical-normative method, where the main data is obtained from a number of laws and regulations, fatwas of scholars and other secondary data. The results show that drop shipping is permissible as long as it does not conflict with the provisions of Islamic law: first, the drop shipper must first buy goods from the supplier before the goods are sold to the buyer; second, the drop shipper and the supplier have worked together so that the drop shipper has been authorised to sell the goods; third, there is a *sighat ijab-kabul* or contract that has been regulated in the fatwa; fourth, there is clarity about the goods, both in form, quality, cost and delivery time; fifth, there is a dispute resolution mechanism between drop shipper, supplier and consumer.

Keywords: Dropshipping, Fiqh Muamalah, Fatwa DSN-MUI No.145/2021, Online Shopping

Abstrak

Mayoritas ulama berpendapat menyatakan bahwa praktik *dropship* hukumnya haram karena bentuk jual beli ini, dimana barang yang dijual bukan merupakan milik *Dropshipper* (penjual). Penelitian ini bertujuan untuk mengetahui tentang hukum jual-beli online *dropshipping* menurut Fatwa DSN-MUI No.145 Tahun 2021. Adapun penelitian ini menggunakan metode yuridis-normatif, dimana data utama diperoleh dari sejumlah peraturan perundang-undangan, fatwa ulama dan data sekunder lainnya. Hasil penelitian menunjukkan bahwa jual-beli *dropshipping* dibolehkan selama tidak bertentangan dengan ketentuan syariat Islam: pertama, *dropshipper* harus terlebih dahulu membeli barang kepada *supplier* sebelum barang tersebut dijual kepada pembeli; kedua, *Dropshipper* dan *supplier* sudah bekerja sama sehingga *dropshipper* telah diberi kuasa atas barang yang dijual; ketiga, adanya *sighat* ijab-kabul atau akad yang telah diatur didalam fatwa; keempat, adanya kejelasan mengenai barang, baik bentuk, kualitas, biaya dan waktu penyerah; kelima, adanya mekanisme penyelesaian sengketa antara *dropshipper*, *supplier* dan konsumen.

Kata Kunci : *Dropshipping, Fiqih Muamalah, Fatwa DSN-MUI No.145/2021, Jual-Beli Online*

INTRODUCTION

Humans as subjects of law cannot live alone without contact with other humans. In Islam, humans have fitrah as social creatures that have been determined by Allah Swt, Islam provides principles that regulate muamalah, namely social interactions and economic transactions that will be lived by every human being in their social life. ¹

In business and economics, a Muslim has the freedom to seek maximum profit, but this freedom must go hand in hand with social responsibility and strong ethics. This means that they should not seek profit in a way that harms others or violates the principles of Islamic law. Along with the times in the modern era, there are many significant changes in terms of trade, including the utilisation of the internet that facilitates and accelerates the transaction and purchase process. How to sell, promote products, and determine prices can now be done through remote communication, anytime

¹ Gilang Rizki Aji Putra, "Humans as Legal Subjects" Paper, Jakarta: Syarif Hidayatullah State Islamic University Jakarta, 2022, pp. 28.

and anywhere, with anyone, without the need for physical meetings. Technological advances in the trade sector have resulted in a phenomenon known as *electronic commerce*. In this context, buying and selling actors no longer need to meet face-to-face, instead they interact through social media *platforms*. The use of the internet for buying and selling activities, known as *e-commerce*, has become common in the business world, both in developed countries and developing countries, including in Indonesia.

Online Shop is an alternative form that can be used by business people to offer products or services to consumers. Along with the increasing number of users of internet services, sales through social media make *dropshipping* as one of the minimalist option systems for those who do not have the capital to run their business ventures. In this *dropshipping* system, a person who runs this business is called a *dropshipper*, who does not need to stock goods and wrap or ship products. When there is an order from a consumer, the new *dropshipper* places an order to the *manufacturer/supplier*. Then, sell it without the need to buy it first as inventory stock. Not only that, on the product packaging sent to the buyer, the name of the *dropshipper's* shop is also recorded, so the buyer will not know that the product was actually sent by the *supplier*.²

Therefore, *online* buying and selling using the *dropshipping* system is favoured by many people from various circles and provides significant benefits for *dropshippers*, who only capitalise on images, and descriptions of an item that they want to sell and then upload it to social media and *marketplaces* and do not need to have a physical place and location to sell their products. And there is also no need to carry out the process of packaging goods ordered by consumers, because the product is directly sent by the *supplier* without having to pass through the hands of the *dropshipper*.

In the *dropshipping* trading system, there are differences of opinion among scholars about the law. Some allow it and some forbid it. The first *dropshipping* system involves selling goods without authorisation, where the *dropshipper* does not have an agreement with the *supplier* and simply sells the goods *online* without authorisation. Islamic law in this system is generally considered haram, except in the Hanafi school of thought where it is permissible provided the *dropshipper* knows the general characteristics of the goods.³ The second *dropshipping* system involves an agreement with the

² Desi Fatmawati, "Islamic Law Review of Online Dropship Practices (Case Study of Ariana Shop)" Thesis, Purwokerto: Shari'ah Economic Law, Purwokerto State Islamic Institute, 2017, pp. 3.

³ Hasbi and Suriyadi, "The Validity of the Sale and Purchase Agreement in Dropship Practices Based on Muamalah Principles". *Istiqhaduna: Scientific Journal of Students of the*

supplier and *the dropshipper* sells the goods with permission. In this system, the *dropshipper* acts as a person who is allowed to sell the goods and falls under the category of buying and selling goods that are not yet on the spot. However, the nature and characteristics of the goods can be known and are allowed to be sold because there has been a grant of authorisation.⁴

Then DSN-MUI has also issued a fatwa regarding buying and selling with a *dropshipping* system, namely DSN-MUI Fatwa No.145/DSN-MUI/XII/2021 concerning *Dropship* Based on Sharia Principles.⁵ In this fatwa, there are a number of provisions that regulate the mechanism of *online* buying and selling with the *Dropshipping* system. In addition, the general provisions explain what is allowed and what is not allowed, including an explanation of the right of *Khiyar*, the type of contract used, such as the *Salam* sale and purchase contract, *wakalah*, and the prohibition of *Tadlis*, *Ghisysy*, *Najsy* / *Tanajusy*.⁶

Meanwhile, the concept of buying and selling *online* with a *dropshipping* system raises a phenomenon or problem where the seller (*dropshipper*) does not directly own the inventory of the goods they will sell. They only depend on the product images and descriptions they receive from the *manufacturer / supplier / supplier* store without the need to keep stock of goods or see the actual product. The impact is the emergence of potential uncertainties related to the suitability of the goods to be sold by the *dropshipper* with the specifications that have been mentioned to the buyer, such as size, shape, brand, model or style, and others. This is due to the fact that *dropshippers* themselves have never seen the items they will be selling in person.

From the description above, the author is interested in examining issues related to the legal provisions that have been regulated in the DSN-MUI fatwa regarding *Dropship* based on sharia principles in *online* buying and selling transactions through social media *platforms* and *Marketplace*, because there are transactions that contain *gharar*, because of the lack of clarity and transparency of the *dropshipper* in providing product information on goods to be sold, and *Dropshipper's* responsibility for consumers who are harmed.

Department of Sharia Economic Law, State Islamic University of Alauddin Makassar, Vol. 4, No. 4, July 2023, p. 379. 379.

⁴ Mohammad Jauharul Arifin, "The Validity of the Sale and Purchase Transaction with the Dropshipping System in the Perspective of Islamic Economics". *Lisyabab: Journal of Islamic and Social Studies*, Vol. 1, No. 2, December 2020, p. 282. 282.

⁵ MUI National Sharia Council Fatwa NO. 145/DSN-MUI/XXI/2021 Regarding Dropship Based on Sharia Principles.

⁶ Mashally Khaliddan, "Supplier Responsibility in Dropship Transactions on Tokopedia in the Event of Default Viewed from the Perspective of Islamic Economic Law" Thesis, Faculty of Law, Sebelas Maret University Surakarta, 2018, p.104.

DATA AND RESEARCH METHODS

This research incorporates a juridical-normative approach to find the appropriate law to be applied in society.⁷ This research method involves primary and secondary data collection. This type of *research* includes *field* research, which is research conducted in the field or in the community. As well as using a qualitative approach, which is a research and understanding process based on a methodology that investigates a social phenomenon and human problems.⁸ Primary data is made by researchers to solve problems related to buying and selling *dropshipping* systems, while secondary data is obtained from relevant sources and obtained directly from sources. This research was conducted using several data collection methods. Interviews were conducted with *dropshipping* business actors in Banda Aceh to obtain accurate data.⁹ Literature study is conducted by reviewing written information about the law that comes from various sources and is published for the general public. Observation is also carried out by directly observing the practice of buying and selling *online* as a *dropshipping* consumer in Banda Aceh.¹⁰ After the data was collected, the researcher processed the data by grouping the data based on the purpose of each question. The data was then analysed using descriptive methods to obtain valid and easy-to-understand results. The final stage of data processing is drawing conclusions based on the results of the analysis.¹¹

RESULTS AND DISCUSSION

A. The concept of buying and selling

1. Definition of buying and selling

⁷ Suryana, *Research Methodology Practical Models of Quantitative and Qualitative Research*, (Bandung: University of Education Indonesia, 2010), p. 20.

⁸ Muhammad Teguh, *Economic Research Methodology: Theory and Application*, (Jakarta: PT Raja Grafindo, 2005), p. 121. 121.

⁹ Burhan Bungin, *Quantitative Research Methodology: Communication, Economics and Public Policy and Other Social Sciences*, (Jakarta: Kencana, 2013), p. 129.

¹⁰ Suharsimi Arikunto, *Research Procedures A Practical Approach*, (Jakarta: PT Rineka Cipta, 2002), p. 135. 135.

¹¹ Muhaimin, *Legal Research Methods, First Mould*, (Mataram: Mataram University Press, 2020), p. 115. 115.

Buying and selling is a process of exchange between two parties, where goods or services are exchanged for goods or money. In Arabic, the terms often used are *al-bay'u*, *at-tijarah*, or *almubadalah*. In Islamic legal terminology, this process is referred to as *al-bai'*, which includes the meaning of selling, exchanging, or substituting goods or services for others. Sometimes, the term *albai'* can also be used to refer to the concept of buying, which is a complementary concept to the concept of selling. Thus, *al-bai'* refers not only to the process of selling, but also to the process of buying.¹²

2. Principles of buying and selling in Islam

The principle of buying and selling in Islam refers to sharia law. Sale and purchase transactions are allowed in Islam if they are based on the willingness of both parties, and fulfil a number of certain conditions. One of the main conditions is the absence of uncertainty in the goods or services being traded, as well as the potential danger or loss that can threaten one of the parties. In addition, the sale and purchase transaction must be free from defects, such as force, deception, or *mudharat* (damage).¹³ The existence of additional conditions can also affect the validity of the sale and purchase transaction in Islam. If the transaction does not fulfil these principles, it can be considered a defective or invalid transaction according to Islamic law.¹⁴

3. Prohibited Sale and Purchase

Prohibited sale and purchase transactions in Islam refer to the exchange of goods or services that are not in accordance with sharia principles and have the potential to harm both individuals and society as a whole. Some forms of transactions that fall under this prohibition include:

- a. *Riba* (Interest or Interest Rate): Transactions involving usury, which is the addition or payment of interest on borrowed money, are forbidden in Islam. This includes usury of sale, usury of loan, and usury of consumption. In principle, Islam prohibits usury because it generates profit without any productive and fair effort.
- b. *Gharar* (Uncertainty or Excessive Uncertainty): Transactions that involve *gharar*, which is excessive uncertainty or vagueness about

¹² Nurul Afifah, "Analysis of Islamic Law on Online Buying and Selling". Surabaya: *Journal of Islamic Business Law*, UIN Sunan Ampel, Vol, 9, No. 1, June 2019, pp. 122.

¹³ Shobirin, "Buying and Selling in Islamic View". *Journal of Islamic Business and Management*, Vol. 3, No. 2, December 2015, pp. 240.

¹⁴ Apipudin, "The Concept of Buying and Selling in Islam (Analysis of Abdu al-Rahman al-Jaziri's Thought in Kitab al-Fiqh 'Ala alMadahib al-Arba'ah)". *ISLAMINOMIC Journal*, Vol. 5, No. 2, August 2016, pp. 80.

the goods or services being traded, are also forbidden. Examples of gharar are buying and selling involving goods that do not exist or whose condition is unclear, as well as speculative transactions that are high-risk.¹⁵

- c. *Maisir* (Gambling): Gambling or transactions that have an element of gambling, where the outcome is based on sheer luck, are forbidden in Islam. In principle, gambling is considered detrimental to the individual and society as a whole, as well as contrary to the principles of justice and honest endeavour.
- d. *Mudharat* (Damage or Harm): Transactions that may cause harm or misfortune to one of the parties or society as a whole are also prohibited in Islam. An example is buying and selling goods that are traded in a defective condition that is not clearly disclosed to the buyer.¹⁶
- e. *Bai' al-Harabah* (Sale and Purchase in a War Situation): Buying and selling that takes place in a situation of war or armed conflict, where the price of goods may be affected by emergency conditions or unstable circumstances, is also forbidden. This is to prevent exploitation and abuse of the crisis situation.
- f. *Bai' al-Mudhaf* (Chaotic or Irregular Transactions): Buying and selling conducted under irregular, manipulative market conditions, or transactions that do not fulfil certain conditions, can also be considered as prohibited transactions. In principle, Islam encourages transactions that are transparent, fair and in accordance with the Shariah.¹⁷

4. Legal Basis of Sale and Purchase

Buying and selling is a very important necessity in everyday life for humans. Buying and selling is also explained in the Qur'an, as-Sunnah, and also scholarly consensus. From the legal aspect, buying and selling is permissible except for buying and selling which is prohibited by Shara'. The basics of the law of buying and selling are as follows:

¹⁵ Evan Hamzah Muchtar, "Forbidden Muamalah: Maysir and Gharar". *Asy- Syukriyya Journal*, Vol. 18, No. 1, October 2017, pp. 86.

¹⁶ Muhammad Iqbal Ibrahim, "The Concept of Sadd Al-Zarai' and Its Actualisation in Sale and Purchase Transactions". *Ar-Ribh: Journal of Islamic Economics*, Vol. 4, No. 1, April 2021, pp. 94.

¹⁷ Panji Adam Agus Putra, Neni Sri Imaniyati, & Neneng Nurhasanah, "Al-Murâbahah Li Al-mir Bi Al-Syirâ: A Study of Yûsuf Al-Qaradhâwî's Thought and Its Relevance to Fatwa DSN-MUI". *Istinbâth: Journal of Islamic Law and Economics*, vol. 20, No. 2, 2021, pp. 266.

a. The Quran

The legal basis for buying and selling transactions can be found in Surah An-Nisa verse 29 which reads:

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

"O you who believe! Do not eat of your neighbour's wealth in an unlawful manner, except in trade that is mutually agreed upon between you. And do not kill yourselves. Indeed, Allah is Most Merciful to you." ¹⁸ (QS. An-Nisa' [4]: 29).

The verse is the basis of Law in terms of buying and selling transactions, between buyers and sellers who must be mutually willing and honest so that maslahat can be achieved. If one of them cheats or deceives, the blessing in the transaction will be lost and will cause harm in it.

b. Hadith

Among the traditions used by scholars as a basis for the law of buying and selling are:

"The Prophet (peace be upon him) was once asked: What is the best (most ideal) endeavour? The Prophet (peace be upon him) said: the work of a man with his hands and every good trade." (HR. Bazzar and al-Hakim).¹⁹

الْبَيْعُ عَنْ تَرَاضٍ - (رواه البيهقي إتماماً)

"Indeed, buying and selling (must be) on the basis of mutual consent." (HR. Al-Baihaqi).²⁰

c. Ijmak

Scholars have agreed that buying and selling is allowed because humans will not be able to fulfil their needs without the help of others.²¹ However, the help or property of others that he needs must be replaced with

¹⁸ Al-Qur'an, An-Nisa' verse 29, *Mushaf Al-Qur'an Translation*, (Jakarta: Ministry of Religious Affairs of the Republic of Indonesia, Foundation for the Translation of the Qur'an, 2002).

¹⁹ Hasbi Ash-Shiddieqy, *History and Introduction to Hadith Science*, (Jakarta: Bulan Bintang, 1974), pp. 22.

²⁰ Abu Abdullah Muhammad bin Yazid Ibn Majah Al-Quzawaeni, *Sarah Ibn Majah*, (Beirut: Juz II, Darul Fikri,), pp. 1737

²¹ Chairul Fahmi, "THE CONCEPT OF IJMAK ACCORDING TO FAZLUR RAHMAN AND THE REVISION OF Ilm ISLAMICFutura 35-49, online: <<https://jurnal.ar-raniry.ac.id/index.php/islamfutura/article/view/59>>.

other goods in accordance with the agreement between the seller and the buyer or with a medium of exchange, namely with money or something else. This Ijma' provides an understanding that buying and selling is an exchange of assets on a mutually willing basis or the transfer of property rights with justifiable compensation, with the aim of seeking halal profit in accordance with Islamic law.²² The practice of buying and selling has been carried out by Muslims since the time of the Prophet Muhammad SAW until now, and the agreement of the people shows that buying and selling has been prescribed. Buying and selling can be haram, mubah, sunnah, or wajib depending on the conditions applied, such as mutual willingness between sellers and buyers.²³

From the Quranic verses, hadith, and Ijma' of the scholars, it can be understood that buying and selling is permissible (halal by Allah) as long as it is done with a mutual agreement between the seller and the buyer. The legal status of buying and selling can vary to haram, mubah, sunnah, or wajib depending on the applicable regulations.

- 1) The ruling on buying and selling may vary depending on the situation and the purpose of the transaction. Buying and selling may become obligatory in emergency or compulsion situations, such as when a person has an urgent need for food or drink and he is able to buy and sell to fulfil that need.
- 2) Buying and selling can become haram if it involves selling goods that are forbidden by sharee'ah, such as selling pigs.
- 3) Buying and selling may become Sunnah if a person swears to sell something that is not harmful, so doing so is Sunnah.
- 4) Buying and selling may become makrooh if the transaction is done at the time of completion.

B. Dropshipping Concept

1. Definition of Dropshipping

Dropshipping is an *e-commerce* business model that allows sellers to sell products without having to physically store them. In this model, the seller only purchases products from suppliers or other *manufacturers* after receiving orders from customers, and the suppliers deliver the products directly to the

²² Muhammad Zainudin, "Ijma' and Qiyas as a Source of Law in Sharia Economics". *Sangaji: Journal of Sharia and Legal Thought*, Vol. 6, No. 2, October 2022, pp. 6.

²³ Panji Adam Agus Putra, "The Concept of Ijmâ' and Its Application in Mu'âmalah Mâliyyah (Sharia Economic Law)". *Islamic Banking: Journal of Islamic Banking Thought and Development*, Vol. 7, No. 1, August 2021, pp. 151.

customers without passing through the seller's warehouse.²⁴ As such, the seller does not need to take care of the *inventory of goods* or the shipping process, thereby reducing *operational costs* and *complexity*. This *dropshipping* model allows the seller to focus on marketing and sales, while logistics and shipping are handled by another party. This makes it an attractive business option.²⁵

Therefore, the *dropshipping* system is a business strategy that allows those who do not have much capital to run their business ventures. In this *dropshipping* system, someone who runs this business is called a *dropshipper* (seller), where a *dropshipper* does not need to stock goods and wrap or ship products. When there is an order from a consumer, the new *dropshipper* places an order *to the manufacturer/supplier*.²⁶ And sell it without the need to have stock items first. Not only that, on the product packaging sent to the buyer, the name of the *dropshipper's* shop is also recorded, so the buyer will not know that the product was actually sent by the *supplier*. Thus, *dropshipping* is an efficient business solution without the need for large capital.²⁷

2. Sale and Purchase Agreement in *Droshipping* Transactions

In the *dropshipping* business, there are two legal relationships that need to be considered, namely between the *supplier* and the *dropshipper* and between the *dropshipper* and the consumer. In the relationship between the *supplier* and the *dropshipper*, there is a *samsarah* contract where the *dropshipper* acts as an intermediary between the *supplier* and the consumer in selling the goods.²⁸ Meanwhile, the contract between *dropshipper* and consumer is *salam* sale and purchase, because both have similarities in terms of payment and delivery of

²⁴ Ahmad Fajri Mauluddin, "Comparison of the Law on Dropship Selling Based on the Perspective of Positive Law and Islamic Law" Thesis, Faculty of Sharia and Law, Uin Syarif Hidayatullah Jakarta 2023, pp. 27-28.

²⁵ Aif Hafifi, "Dropship Sale and Purchase in the Perspective of Islamic Economics". *Madani Syariah Journal*, Vol. 5, No. 1, February 2022, pp. 15-16.

²⁶ Desi Fatmawati, *Islamic Law Review of Online Dropship Practices (Case Study of Ariana Shop)*, (Purwokerto: Shari'ah Economic Law, Purwokerto State Islamic Institute, 2017), p. 3.

²⁷ Chairul Fahmi, "The application of international cultural rights in protecting Indigenous peoples' land property in Indonesia" (2024) *Altern Int J Indig Peoples* 11771801241235261, online: <<http://journals.sagepub.com/doi/10.1177/11771801241235261>>.

²⁸ Ova Uswatun Nadia & Chairul Fahmi, "COMPENSATION ON COPYRIGHT DUPLICATION IN PERSPECTIVE OF THE CONCEPT OF ḤAQ AL-IBTIKR: A STUDY ON PT ERLANGGA BANDA ACEH CITY" (2020) 4:2 *JURISTA J Huk Dan Keadilan* 211-279, online: <<https://www.jurista-journal.org/index.php/jurista/article/view/27>>.

goods.²⁹ To find out whether this *dropshipping* transaction is in accordance with Islamic principles, it is necessary to re-examine the terms and conditions of each contract, including the pillars and conditions of salam sale and purchase, and ensure that this transaction does not violate the principles of Islamic sharia.³⁰

a. Definition and Legal Basis of the *Samsarah* Agreement

The term *samsarah* comes from the Persian language which has been adopted into Arabic, and means an intermediary between two interested parties by getting compensation in the form of wages, bonuses, or commissions, and not bearing the risk of the sale. *Ba'i samsarah* is also defined as an intermediary service to sell goods or find buyers to facilitate the parties.³¹

In business, *simsār* is often called an agent or broker. An agent is a person or company who makes sales for another company on behalf of the entrepreneur or who provides representation. A broker, on the other hand, is a trade intermediary who mediates between sellers and buyers, either by selling goods or by finding buyers.³²

In Islam, the *samsarah* contract is considered a permissible practice that is highly beneficial to the parties. In this contract, the *simsār* acts as an intermediary who helps sell someone's goods and gets a fee from him as compensation. As in the hadith narrated by Bukhari:

عَنِ ابْنِ عَبَّاسٍ رَضِيَ اللَّهُ عَنْهُ فِي مَعْنَى اسْتِمْرَارٍ قَالَ: لَا بَأْسَ أَنْ يَقُولَ بَعْ هَذَا الثَّوْبِ بِكَذَا فَمَا زَادَ فَهُوَ لَكَ (رواه البخاري)

"Ibn Abbas r.a. reported that in the case of *simsār*, he said that it is okay if someone says sell this cloth for so much, and more than the sale price is for you." (HR Bukhari).³³

The Hadith confirms that in a *samsarah* contract, an intermediary (*simsār*) is allowed to receive a fee from the excess selling price of an item, provided

²⁹ Nurmasiythah Ziauddin, "Islamic Law Review of Consumer Protection in Online Buying and Selling Transactions", *Petita: Journal of Law and Shari'ah Science*, Vol. 1, No. 2, 2017, p. 107. 107.

³⁰ Labib Nubahai, "The Concept of Selling and Buying Dropshipping Models from an Islamic Economic Perspective". *Misykat Journal*, Vol. 4, No.1, June 2019, pp. 90.

³¹ Elpina Ptriari, "Dropshipping in the Perspective of the Islamic Concept of Selling and Buying". *Journal of Islamic Economics and Banking*, Vol. 3, No. 2, 2015), pp. 87.

³² Jarmanisa et al, "ANALYSIS OF RISK COVERAGE AGREEMENT BETWEEN PT. J&T AND AN INSURANCE COMPANY FOR DELIVERY OF CONSUMER GOODS IN THE CONTEXT OF KAFALAH CONTRACT" (2021) 5:2 JURISTA J Huk Dan Keadilan 1-20, online: <<https://jurista-journal.org/index.php/jurista/article/view/11>>.

³³ Mardani, *Verses and Hadiths of Shari'ah Economics*, (Jakarta: Rajawali Pers, 2014), p. 192.

that this has been agreed upon by both parties involved in the business cooperation. In its implementation, it is important to ensure that there is no deception between the parties involved, adhere to the agreed terms, and pay attention to the principles of the applicable texts, while still showing the spirit of helping and providing benefits.³⁴

b. The pillars and conditions of the *Samsarah* Agreement

In carrying out business transactions using a *samsarah* contract, there are several principles and requirements that must be fulfilled, including:

- 1) *Al-Muta'qidani* (contracting parties), namely the intermediary (*simsār*) and the owner of the property, must be honest, trustworthy, open, and not commit fraud. The intermediary only needs to fulfil the requirements of *tamyiz*, not necessarily baligh and berakal because his role is only as an intermediary without responsibility for business transactions.
- 2) *Mahall Al-Ta'aqud* (object of transaction and compensation) must be clear, not contain haram elements, and the amount of compensation for intermediaries must be clearly stated to avoid future misunderstandings.
- 3) *Shighat* (Ijab and qabul) i.e. offer and acceptance must be clear and indicate the agreement of the transaction. It is recommended to make an agreement contract that includes the form of cooperation, intermediary rewards, and the rights and obligations of the parties involved in the transaction.

c. Definition and Legal Basis of *Salam*

Salam contract is a type of contract in buying and selling where payment is made in advance, but delivery of goods is made later. In a *salam* contract, the object of the transaction must be clear and specific, and the delivery of the goods is deferred until a certain time. This contract is commonly used in business transactions involving certain goods that do not yet exist or are not available when the contract is made. The sale and purchase of *salam* is permissible based on the following Hadith of the Prophet:

³⁴ Ade Nidya Fernanda, "Implementation of *Khiyār* Terms in the Sale and Purchase Transaction of Shoes by Dropship in Banda Aceh City (A Study of Dropshipper in Syiah Kuala District)" Thesis, Banda Aceh: Shari'ah Economic Law Study Programme, 2020, pp. 37-38.

عَنْ ابْنِ عَبَّاسٍ، قَالَ: قَدِمَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ الْمَدِينَةَ، وَهُمْ يُسَلِفُونَ فِي التَّمْرِ السَّنَةَ وَالسَّنَتَيْنِ وَالثَّلَاثَةَ، فَقَالَ رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ: مَنْ أَسْلَفَ فِي تَمْرٍ فَلْيُسَلِفْ فِي كَيْلٍ مَعْلُومٍ وَوَزْنٍ مَعْلُومٍ إِلَى أَجَلٍ مَعْلُومٍ (رواه متفق عليه).

Ibn Abbas reported that he said: The Messenger of Allah (saw) came to Madinah while the people of Madinah were renting dates for a period of one, two, or three years. The Messenger of Allah then said, "Whoever orders dates should order them in a known measure, a known weight and a known period." (HR Muttafaq 'alaih)³⁵

The evidence confirms that in a salam transaction, it is important for the parties involved to have a clear understanding of the specifications of the goods, size, and delivery time that have been agreed upon during the contract. As long as the promised goods exist and can be delivered according to the agreement, the transaction is permissible and is not considered to contain an element of uncertainty (*gharar*), even though the goods are not yet in the hands of the dropshipper and he does not own the goods.

d. Terms and Conditions of Salam Agreements

In a *salam* contract, there are several pillars and conditions that must be fulfilled, namely:

- a. *Shighat*, which includes *ijab* and *kabul* statements, must be clear and compatible so that they can be understood and show the will of each party to make a contract.
- b. *'Aqidain*, including the seller (*Muslim*) and the buyer (*Muslim ilaih*). The parties to the *salam* contract must have the ability (*ahliyah*) to take legal action and be able to distinguish between right and wrong (*tamyiz*).
- c. *Ma'qud 'alaih*, which includes the object of the transaction which includes the price/money (*ra's as-salam*) and the commodity (*muslam fih*). *Ma'qud 'alaih* must fulfil the following conditions:
 - 1) Goods are delivered at a later date within a clear time frame.
 - 2) Goods must be able to be delivered at the specified time.
 - 3) The money/price must be delivered at the time of the contract.
 - 4) Goods must be clear, both the nature of the goods / specifications, types, quantity, quality and quantity levels.
 - 5) Goods are debts that are still owed.

³⁵ Muhammad Nashiruddin Albani, *Sahih Sunan Abu Daud*, Transl. Abd. Mufid Ihsan, (Jakarta: Pustaka Azzam, 2006), p. 587.

3. Pros and Cons of Dropshipping

The *dropshipping* system is a buying and selling model that allows sellers to sell products without having goods in stock, where sales are made *online* and product delivery is carried out directly by the *manufacturer* or *supplier* to consumers. From an Islamic economic perspective, *dropshipping* is allowed using contracts known in Islam, such as *salam*, *samsarah*, and *wakalah* contracts, as long as the terms and conditions of the contract are fulfilled. Here are some advantages and disadvantages of the *dropshipping* system.³⁶

- a. The advantages of *the dropshipping* system include:
 - 1) There is no need to distribute, package, and ship products to consumers, thus saving operational costs.
 - 2) You can run this business anytime and anywhere without being limited by time and space.
 - 3) Can sell products anywhere, not limited by the place/location to sell.
 - 4) The start-up process is so easy, it can create your first dropshipping store in a relatively short and easy time.
 - 5) Can sell a wide range of products, not limited by product type.³⁷

- b. The dropshipping system also has some drawbacks, such as:
 - 1) The profit margin obtained is not as large because the selling price determined by the *dropshipper* must be lower than the wholesale price.
 - 2) Problems in terms of investment, because *dropshippers* have to pay *suppliers* before receiving payment from consumers
 - 3) Lack of honesty in transactions, as *dropshippers* do not have goods in stock and cannot ensure product quality.
 - 4) There is a possibility of fraud, as *dropshippers* do not have goods in stock and cannot ensure product quality.
 - 5) *Dropshippers* have no control over the product, from *quality control*, packaging, to the delivery process to consumers. If the chosen *supplier* takes a long time to deliver, it can affect the credibility of the business.³⁸

³⁶ Riqqa Soviana and Zinal Abidin, "Analysis of the Dropship Marketing System from the Perspective of Al-Syatibi's Maqashid Syariah Concept". *Tawazun: Journal of Sharia Economic Law*, Vol. 3, No. 1, March 2020, pp. 82-83.

³⁷ Juhrotul Khulwah, "Dropship Sale and Purchase in the Perspective of Islamic Law". *Journal of Islamic Law and Islamic Social Institutions*, Vol. 7, No. 01, 2019, pp. 110.

³⁸ Ani Nuraeni, "Analysis of Online Dropship Practices in Islamic Business Review". *Al Fatih: Journal of Sharia Economics*, Vol. 2, No. 1, 2020), pp. 40.

In Islam, honesty and fairness in transactions are very important, so the *dropshipping* system must be carried out in an honest, transparent and fair manner, and fulfil the terms and conditions of the contract.

D. Analysis of Fiqh Muamalah and the Mechanism of Implementation of DSN MUI fatwa No. 145/DSN-MUI/XII/2021 Regarding Dropshipping Based on Sharia Principles

1. Mechanism of Dropshipping Sale and Purchase Transaction Practice

In this *dropshipping* system has two different ways of implementing to start a *dropshipping* business, namely:

The first *dropshipping* system is unlicensed goods, where the original merchant or *supplier* does not make an agreement to sell the goods with the *dropshipper*. The *dropshipper* only creates an online selling platform and markets pictures of goods to consumers without making an agreement with the original seller (*Supplier*). This system almost resembles a blind broker system that without the permission of the owner of the goods has offered their selling goods to consumers. Dropshipper in this system only plays a role in finding goods without any agreement on compensation (*ujrah*) with the first trader (*Supplier*). Islamic law in this dropship system is agreed by the majority of scholars as a haram system. The Hanafi Mazhab alone allows this trading system, as long as he knows the general characteristics of the goods. The contract built in this first system is a makelaran contract (*samsarah*).³⁹

In the second *dropshipping* system, the *dropshipper* has obtained permission or an agreement with the *supplier* to promote and sell the merchandise. Thus, the *dropshipper* acts as a person who is authorised or has the power to sell. Therefore, *dropshipping* falls under the category of *bai' u ainin ghaibah maushufatin bi al-yad* (عينين غيبة موشوفاتين باليدبيع), which is the sale of goods that are not yet on the spot. However, the nature and characteristics of the item are known and it is permissible to sell it because authorisation has been given.⁴⁰

³⁹Ika Meilinda, "Online Buying and Selling Transactions Using the Dropshipping System Among UIN-SU Students", Thesis, Study Programme: Islamic Economics, 2020, pp. 33-34.

⁴⁰Idham Nur Indrajaya, *Want to Start a Dropship Business? Check out the Advantages and Disadvantages First*, 24 January 2022. Accessed through the site: <https://www.trenasia.com/ingin-mulai-bisnis-dropship-simak-dulu-keuntungan-dan-kekurangannya> on 22 April 2024.

2. Analysis of Fiqh Muamalah on Dropshipping in Banda Aceh City

The view of Fiqh Muamalah on dropshipping is that the *dropshipping* sale and purchase system in the perspective of Islamic law has several considerations. In this context, there is an assessment that *dropshipping* sale and purchase transactions can be seen in terms of the terms and conditions of buying and selling in Islam, as well as their relation to economic issues such as *zhulm*, *usury*, and *gharar*.⁴¹

The original law in *dropshipping* is haram because it contains *riba nasi'ah* for ribawi goods and sale before ownership for non-ribawi goods. The sharia solutions found for *dropshippers* in Banda Aceh city include modifications in *ijab qobul*, *wakalah bil ujroh* (*dropshippers* become representatives of consumers), and *ba'i salam*, but the last solution is considered *marjuuh* because the capital is not handed over at the beginning of the *majlis*. Thus, the Fiqh Muamalah view of *dropshipping* must emphasise the importance of paying attention to sharia principles so as to avoid uncertainty and transparency in the *Dropshipping* transaction.⁴² Some aspects that *dropshippers* in Banda Aceh city should look at in this assessment include:

- a. Fairness and Transparency: *Dropshipping* should be conducted in a fair and transparent manner between the seller and the buyer. All information about the product, price, and terms should be clearly disclosed.
- b. Fulfilment of Islamic Requirements: Goods traded in *dropshipping* must be halal and not against the principles of Islam. For example, haram goods such as alcohol or pork cannot be traded.
- c. Fair Pricing: The price set in *dropshipping* should be fair and not fraudulent or exploitative.
- d. Responsibility for Products: Although sellers in *dropshipping* do not physically store the items sold, they are still responsible for the quality and authenticity of the products they offer to buyers.
- e. Providing Clear Information: *Dropshipping* sellers should provide clear and accurate information to buyers about delivery time, payment methods, return policy and provide clear consumer protection rights.⁴³

⁴¹ Erwandi Tarmizi and Muhammad Maulana Hamzah, "Dropshipping in the Perspective of Contemporary Fiqh Muamalah". *Iltizam Journal of Shariah Economic Research*, Vol. 5, No.1, 2021, pp. 105-106.

⁴² Ahmad Syafi'i, *Step By Step Dropshipping and Reseller Business*, (Jakarta: PT. Elex Media Komputindo, 2013), p. 12.

⁴³ Siswadi and Kamaliatul Fiqriyah, "Buying and Selling Dropshipping System from the Perspective of Fiqh Muamalah (Case Study at Sendangagung Hijab Store)". *Al Maqashid: Journal of Economics and Islamic Business*, Vol. 2 No. 2, October, 2022, pp. 5-6.

3. Analysis of the implementation of the DSN MUI fatwa No. 145/DSN-MUI/XII/2021 Regarding Dropshipping Based on Sharia Principles Against Dropshipper in Banda Aceh City

The DSN-MUI Fatwa has issued a fatwa related to buying and selling using the *dropshipping* system, namely DSN-MUI Fatwa No. 145/DSN-MUI/XII/2021 concerning *Dropship* Based on Sharia Principles. In the application of the *dropshipping* fatwa carried out by several *dropshippers* in Banda Aceh City, it is not in accordance with Sharia because they carry out a *dropship* system that only capitalises on images and descriptions of goods in the *marketplace* store that are already available, even though the goods have not received permission from the *supplier* or supplier. This is because the *dropshipping* system is easy to run, which only capitalises on social media to sell goods to consumers. In the view of sharia, buying and selling transactions must be carried out using contracts, such as *salam*, *wakalah*, and *samsarah* contracts. In the non-compliant dropshipping practice, there is no valid contract between the *dropshipper* and the *supplier*, so the transaction does not fulfil the conditions for the validity of the sale and purchase contract. In addition, the practice of non-compliant *dropshipping* is also seen in *dropshippers* practicing *Tadlis*, *Ghisysy*, such as not providing clear information about the product, not explaining product specifications, or not providing a product warranty. This can cause consumers to be harmed and does not fulfil the conditions for the validity of the sale and purchase contract that have been stipulated in the fatwa.

CONCLUSIONS

Fiqh Muamalah's view on *dropshipping* illustrates the difficulty in applying sharia principles in the context of modern business. Although *dropshipping* promises significant profit opportunities in *online* trading, it is important for *dropshipping* business actors in Banda Aceh city to understand and take into account the laws relating to sharia principles. In analysing the application of DSN MUI fatwa No. 145 and Fiqh Muamalah, it is highlighted that the *dropshipping* system must be seen from the perspective of Islamic law, which includes aspects such as fairness, transparency, fair pricing, responsibility for the product, and providing clear information to consumers. *Dropshipping* practices that do not comply with sharia principles can harm consumers. Therefore, the *dropshipping* system is permissible as long as it does not conflict with the provisions of Islamic law: first, the *dropshipper* must first

buy the goods from the *supplier* before the goods are sold to the buyer; second, the *dropshipper* and *the supplier* have worked together so that the *dropshipper* has been authorised to sell the goods; third, there is a *sighat* ijab-kabul or contract that has been regulated in the fatwa; fourth, there is clarity about the goods, both in form, quality, cost and delivery time; fifth, there is a dispute resolution mechanism between the *dropshipper*, *supplier* and consumer.

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