



ONLINE BUYING AND SELLING DROPSHIP SYSTEM ISLAMIC ECONOMIC PERSPECTIVE

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Abstrack: This article examines the practice of online sales contracts using the dropshipping system from the perspective of Islamic Economics. The dropshipping system has rapidly developed as a digital business model that does not require ownership of product inventory; however, in practice, it may give rise to controversy and deviations, particularly concerning the clarity of ownership of the object of the contract and the ethics of product promotion. This research is a field study employing a qualitative approach. Data were collected through interviews with suppliers and dropshippers involved in dropshipping-based sales transactions, as well as documentation. The data were analyzed using descriptive qualitative analysis by linking field findings with concepts of Islamic economic jurisprudence (fiqh al-mu'amalāt). The results indicate that the practice of online sales contracts using the dropshipping system is fundamentally permissible in Islamic Economics, provided that it fulfills the pillars and conditions of a valid contract and adheres to the principles of Islamic commercial transactions. However, deviations in practice were identified, including product promotion without the owner's permission and ambiguity regarding ownership of the object of the contract, which may lead to elements of gharar (uncertainty) and injustice. These findings emphasize the importance of contractual clarity, ownership of goods, and business ethics in dropshipping practices to ensure compliance with the principles of Islamic economic jurisprudence.

Keywords: *Online Buying and Selling, Dropship System, Islamic Economic*

INTRODUCTION

Advances in digital technology have brought major changes to economic activity, transactions that were previously carried out manually can now be carried out completely online using cellphones, laptops and other digital technology. Now we can see that one of the online transactions that is of great interest to all levels of society is buying and selling. Online buying and selling offers practicality, where people can buy and choose any product, anytime and anywhere. The high demand for online shopping is driving sellers to expand the market for their products, so that now the term online buying and selling with the dropship system has emerged. Syafii (2013) explains that the online buying and selling system with a dropship system is collaboration between suppliers (sellers) and other parties to sell their products by providing pictures and product details. When there is an order, the supplier will immediately send it.

Online buying and selling transactions with the dropship system provide opportunities for wider market reach for suppliers and open up business opportunities for dropshippers with small capital (without stock) and can be done anywhere. However, the facts in the field of this transaction also give rise to various problems, namely an interview (26 September 2025) with one of the suppliers who said that the images and product data provided were taken by someone else without permission for promotion, while to fulfill his request he purchased it from another supplier. This theft of product images and data occurs because it is easily accessed by many people in various marketplaces. The results of the interview with the dropshipper (dated September 26 2025) said that I sell products as if they were mine using pictures and product details provided by the supplier. When complaints occur from consumers it is difficult to resolve them because I have never seen the original product. Based on the facts found in the field, there are pros

and cons, apart from gaining profits from online buying and selling, the dropship system can also be detrimental to various parties and there is unclear ownership of goods during dropshipper transactions with consumers.

Ideally, in Islamic economics, it is explained that there are three pillars of buying and selling, namely the parties to the contract, the object of the sale and purchase contract, and the Kabul agreement (Siregar & Khoerudin, 2019). Afifuddin (2025) said that the prohibition on selling goods that are not owned is based on HR. Abu Daud, number 3505, namely, the Messenger of Allah said: do not sell things that you do not have. There is a mismatch between online buying and selling practices in the dropship system which is increasingly widespread in society with Islamic economic principles, so there is a research GAP that needs to be resolved. Previous research on buying and selling contracts can be mapped as follows: first, buying and selling contracts are studied by looking at online buying and selling from the perspective of Islamic law (Astuti 2018) (Darmawansyah dan Polindi, 2020) (Pekerti, 2021), The two buying and selling contracts are studied regarding buying and selling contracts in online transactions with applications such as Go Food (Yunus, Hamdani dan Shofia, 2018), The third is about sales and purchase contracts in the contemporary era (Hamdani, 2019). Previous research generally discusses online buying and selling in general, greeting contracts in digital transactions, and buying and selling contracts in the contemporary era. Several studies also examine the implementation of certain contracts in digital application-based transactions. However, these studies have not specifically reviewed the practice of online buying and selling contracts using a dropship system involving third parties and the problem of practice deviations.

Therefore, there is a research gap that focuses on studying the practice of online buying and selling contracts with the dropship system in Islamic economics. The focus of the research is directed at two main things, namely the mechanism for implementing online buying and

selling contracts with the dropship system and the positive and negative impacts that this practice has on the parties involved. The research questions asked are: (1) what is the mechanism for implementing online buying and selling contracts with the dropship system in Islamic economics; and (2) what are the positive and negative impacts of implementing an online sales and purchase agreement with a dropship system. This research can be a practical reference for online business actors so that they can carry out dropship system buying and selling practices in accordance with the principles of justice, clarity of contracts and sharia provisions, so as to avoid unauthorized or false transactions.

RESEARCH METHODOLOGY

This research is field research with a qualitative approach. Field research was chosen because the main data was obtained directly from actors involved in the practice of buying and selling dropship systems. The data sources in this research consist of primary data and secondary data. Primary data was obtained through interviews with informants who were directly involved in the online buying and selling practices of the dropship system, namely online business actors (suppliers) and dropshippers. Informants were selected using snowball sampling techniques, taking into account that dropshipping practices involve a network of interconnected actors. The number of informants is 2 suppliers and 10 dropshippers. Determining the number of informants was carried out based on considerations of data adequacy and information saturation (data saturation), so that the data obtained was able to comprehensively describe the practice of online buying and selling contracts with the dropship system.

Meanwhile, secondary data was obtained from relevant documentation and written sources, such as books, scientific journals, and

literature discussing online buying and selling contracts, dropship systems, and economic jurisprudence. The data collection techniques used in this research were interviews with informants and documentation. Data analysis in this research is descriptive analysis. Analysis is carried out by organizing data, grouping research findings, and linking them to the concepts and principles of economic jurisprudence. The results of this analysis are used to explain the suitability and incompatibility of online sales and purchase contract practices with the dropship system with the provisions of economic jurisprudence.

RESULT AND DISCUSSION

Result

Implementation of the Online Sale and Purchase Agreement of the Dropship System

Based on the results of interviews with online business actors (suppliers) and dropshippers, it is known that the implementation of online buying and selling with the dropship system is carried out through several stages. Suppliers provide products along with information and descriptions of goods, which are then promoted by dropshippers via digital media. In this practice, the dropshipper acts as an intermediary between suppliers and consumers without directly having stock of goods. So, the parties involved in this transaction are:

- a. Supplier, namely the shop owner and owner of the goods.
- b. Dropshipper, a person who has collaborated with a supplier and obtained permission to access product data that has been provided to promote products on digital media.
- c. Buyers are people who buy the products offered.

The overall stages of implementing the online buying and selling dropship system are as follows:

- a. Suppliers collaborate with dropshippers and provide images and catalogs of products they want to sell on WhatsApp groups and supplier websites. The supplier takes a picture of the product he has (stock items)

then provides a description of the product according to the existing conditions, namely regarding material, color, size, use and other related matters. The goods sold are goods permitted by sharia (halal).

- b. Dropshippers who have joined the media provided by the supplier take pictures and product catalogs and promote them on digital media. In this case, the dropshipper becomes an intermediary between consumers and suppliers. Dropshippers have the freedom to set their own selling prices to consumers by including the capital price plus the profit the dropshipper wants.
- c. Consumers see the catalog on the dropshipper's digital promotional media and if they are interested in buying the product, place an order with the dropshipper and transfer the price plus postage to the dropshipper. To get the information needed, consumers can chat with the dropshipper according to the contact that the dropshipper previously listed. In this transaction, a sale and purchase agreement occurs with the agreement that the goods will be sent after payment is made.
- d. The dropshipper sends consumer data to the supplier, then the supplier takes care of sending goods to consumers according to the data and agreement provided by the dropshipper. The dropshipper transfers money according to the price of the goods which has been deducted from the profit/bonus obtained plus postage to the supplier.

From the research results, it was also found that there are two forms of dropship practice. First, dropshippers who obtain permission or cooperation agreements from suppliers to promote and sell products. Second, the practice of dropshipping without the supplier's permission, namely product promotion using images and descriptions of goods belonging to other parties without the

consent of the goods owner. In this second practice, the party carrying out the promotion only looks for goods from other sellers after receiving orders from consumers (interview dated 07 November 2025).

Positive and Negative Impacts of Online Buying and Selling Dropship Systems

The research results show that the online buying and selling practice of the dropship system has positive and negative impacts for the parties involved. The positive impact felt by suppliers is increasing product marketing reach and increasing sales volume without having to incur large promotional costs. Meanwhile, for dropshippers, this system opens up business opportunities for people who do not have large capital, because it does not require stock of goods and storage facilities. Apart from the positive impacts, negative impacts were also found in the practice of online buying and selling with the dropship system, namely:

- a. The emergence of acts of theft of product images and data by people who do not have cooperation as dropshippers. The practice of promoting products without the permission of the goods owner has the potential to harm suppliers and cause injustice in transactions.
- b. Problems between dropshippers and consumers if the goods do not match the order. This is difficult to overcome because dropshippers and consumers have never seen the goods in person before (interview dated 07 November 2025).

Discussion

Online buying and selling is initially the buying and selling of goods that are fully owned by the seller and then marketed via the internet by including a detailed catalog of goods. If an order is placed, the buyer will transfer money according to the price plus postage and the seller will send the goods to the buyer's address as agreed. As online buying and selling develops, dropship system marketing strategies emerge. This system is the action of the seller as a supplier of goods in collaboration with the dropshipper to sell the

goods. Viewed from a legal aspect, online buying and selling with the dropship system is based on the rules of muamalah fiqh which state that the original law in muamalah is permissible as long as there is no argument that prohibits it (Siregar & Khoerudin, 2019). However, online buying and selling with a dropship system in the Islamic Economy must of course be seen as to the suitability of the practice with the rules set by the Shar'i'ah. The online buying and selling mechanism for the dropship system is presented in the following image:

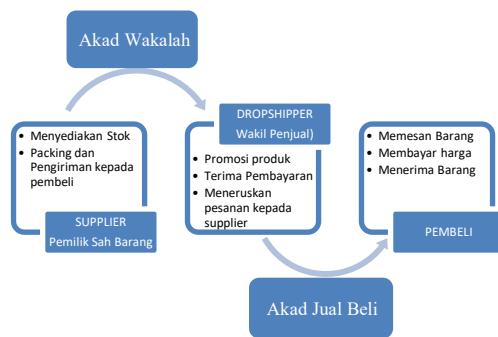


Figure 1
Dropship System Buying and Selling Mechanism

Based on the mechanism above, the suitability of the online buying and selling practice of the dropship system with sharia rules is that it must fulfill the pillars and conditions of buying and selling as explained by Rozi (2017), namely:

- The party who has a clear contract and meets the conditions

Online buying and selling players in the dropship system consist of suppliers, dropshippers and buyers. So, the parties involved in online buying and selling with the dropship system are clear, namely: the supplier as the seller who owns the goods, the dropshipper acting on behalf of the seller as a representative to sell the product, and the buyer. Basically, Muslisch (2010) revealed that the parties to a contract in buying and selling (aqid) consist of a seller and a buyer. So the pros and cons in the field are related to the existence of dropshippers involved in buying and selling online systems without ownership rights to the

goods. These pros and cons are answered by the collaboration that has been carried out previously between suppliers and dropshippers who act as marketing (promotion) or representatives to sell existing products. In Islamic Economics, this cooperation is called wakalah bil ujrah. Suppliers, dropshippers and buyers must meet the requirements to carry out transactions, namely being reasonable and without coercion as explained by Az-Zuhaili (2011).

b. Object of the Agreement

The object of the dropship system sale and purchase agreement is fully owned by the supplier by giving permission to the dropshipper to market the product. So, full ownership of the contract object remains with the supplier. So that there is no mistake in ownership of the contract object in the dropship system buying and selling scheme in Islamic economics. The object of the contract is that the product being traded must meet the requirements as explained by Az-Zuhaili (2011), namely halal and good, belongs to the contracting seller, can be handed over and is useful. As long as the quality, quantity, type and so on are informed honestly, the contract mechanism does not conflict with muamalah principles.

c. Shighat Akad (Ijab Kabul)

The scholars agree that a contract is realized if there is an attitude that shows approval or willingness to realize obligations, which is called Shighat contract. So according to Malikiyah, Syafi'iyah and Hanabilah, the most important thing in a sale and purchase agreement is willingness or at-taradhi (Siregar & Khoerudin, 2019). Consent to an online buying and selling contract with a dropship system is when the seller explains the description and image of the product being offered in accordance with the actual quality, while consent is when the buyer knows the product and its catalog clearly and then places an order for the desired product.

Muslisch (2010) memaparkan

syarat sahnya akad jual beli yaitu legalitas pelaku transaksi, sesuai pernyataan ijab dan kesatuan majlis akad. Meskipun dalam jual beli online sistem dropship menggunakan media digital tidak melafazkan ijab kabul secara lisan, akadnya sah sesuai dengan kaidah fikih yang dikemukakan oleh mazhab Hanafi yaitu akad tergantung pada niat bukan lafaz yaitu sebagai berikut:

“Keabsahan suatu perikatan itu adalah karena maksud dan makna yang terkandung dalam pernyataan perikatan tersebut, bukan karena lafadz-lafadz atau bentuk formalitasnya” (Romli 2021).

Akad jual beli online sistem dropship tidak boleh bertentangan dengan syarak yaitu transaksi yang dilakukan adalah yang bermanfaat, tidak boros dan tidak mendatangkan kemudharatan dan sebagainya. Terdapat 2 bentuk akad dalam transaksi jual beli online sistem dropship yaitu sebagai berikut:

a. Akad wakalah antara Supplier dengan Dropshiper

Al Zuhaili (1984) menjelaskan bahwa wakalah adalah penyerahan wewenang kepada orang lain untuk melakukan apa yang didelegasikan. Wakalah terdapat dalam Al-qur'an Surat Al Kahfi ayat 19 yang artinya: *Maka, utuslah salah seorang di antara kamu pergi ke kota dengan membawa uang perakmu ini. Hendaklah dia melihat manakah makanan yang lebih baik, lalu membawa sebagian makanan itu untukmu.* Al Zuhaili (1984) menjelaskan menurut qiyas bahwa manusia memiliki kebutuhan wakalah (delegasi) karena tidak semua mampu diselesaikan mandiri. Wakalah memiliki empat rukun yaitu:

- 1) Muwakkil is the person who represents,

in the online buying and selling of the dropship system, namely the Supplier.

- 2) Muwakkil is the person who is given delegation, in the online buying and selling of the dropship system, namely the Dropshiper
- 3) Muzaakkil fih is something that is represented, in the online buying and selling of the dropship system, namely selling the product
- 4) Shighat wakalah, namely the cooperation agreement for online buying and selling with the dropship system.

The wakalah agreement provides clarity regarding boundaries in online buying and selling transactions using the dropship system. The results of research in the field found irregularities in the practice of buying and selling in the dropship system, namely the use of product data and images without the owner's permission (no wakalah agreement).

This action is not in accordance with the requirements for online buying and selling in the dropship system in the Islamic economy, as is theft and injustice which is contrary to the principles of justice in muamalah. Product data and images are the supplier's hard-earned assets for running his business. Confirmed in the Al-Qur'an, Surah An-Nisa, verse 29, is the prohibition against consuming wealth in vain, namely:

○ أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بِيَنْكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تَجَارَةً
عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Wahai orang-orang yang beriman, janganlah kamu memakan harta sesamamu dengan cara yang batil (tidak benar), kecuali berupa perniagaan atas dasar suka sama suka di antara kamu. Janganlah kamu membunuh dirimu. Sesungguhnya Allah adalah Maha Penyayang kepadamu.

This practice not only harms suppliers, but also has the potential to harm consumers if the goods received do not match the description offered. Apart from

that, this practice also creates unclear ownership of the contract object at the time the contract takes place. In muamalah jurisprudence, this condition contains elements of gharar, because the object of the transaction is not yet in the control of the seller when the contract is agreed. Muamalah activities must not bring harm to suppliers, dropshippers and buyers, they must pay attention to the principle of *la dharar wa la dhirar*, namely not bringing harm to themselves or others (Zainudin, Bustamar dan Rozi, 2017). Mustofa (2016) explains that the wakalah contract will end if one of the people loses his mind or dies, the agreement is terminated, the person representing decides on the representation and the person representing the representative leaves the status of ownership of the object being represented.

b. Sales Agreement

The dropship system online buying and selling contract is carried out by the dropshipper (muwakkal) with the buyer, which often occurs via digital media. So this transaction cannot present the goods directly at the time of the contract, the buyer pays first via transfer or pays when the goods are received, which is called cash on delivery (COD). Buying and selling via digital media is not much different from direct buying and selling, what is important is that there is clarity on the nature, type, quality and quantity as well as the mechanism for payment and delivery of goods so that the terms and conditions of the sale and purchase are met.

Ningsih (2021) explains that there is an *As Salam* sale and purchase, which is a sale and purchase agreement with payment in advance and the goods are handed over later, and *Istishna* sale and purchase is a sale and purchase with an

order for the manufacture of goods with certain criteria, payment does not have to be made immediately but can be done after the order is made depending on the agreement. Generally, online buying and selling with dropship systems generally uses *As Salam* buying and selling, namely payment is made immediately via transfer and the goods will be sent by the supplier later.

The findings of this research are in line with Hamdani's (2019) research which states that contemporary buying and selling transactions are permitted as long as they fulfill the terms and conditions. However, this research answers more specific findings related to online buying and selling practices in dropship systems, the pros and cons of owning buying and selling objects and irregularities that occur in the field related to the use of product data without permission which have not been widely discussed in previous research.

CONCLUSION

Based on the results of the research and discussion, it can be concluded that the practice of online buying and selling contracts with the dropship system is basically permitted from an Islamic economic perspective as long as it fulfills the pillars and terms of the contract as well as the principles of muamalah. The contract implementation mechanism involves the supplier as the owner of the goods, the dropshipper as the representative, and the consumer as the buyer with the contract carried out via digital media and payment before delivery of the goods.

However, this research found the pros and cons of inappropriate practices, especially product promotion without the permission of the owner of the goods and unclear ownership of the contract object at the time of the transaction, which is contrary to the principles of justice and the prohibition of consuming property in vain and has the potential to give rise to elements of

gharar. In terms of impact, the dropship system provides business opportunities and increased income, but also raises the risk of fraud and disputes if the contract and product information are not conveyed clearly, so the practice of online buying and selling with the dropship system needs to be carried out by paying attention to the clarity of the contract, ownership of goods, and business ethics in accordance with the principles of economic jurisprudence.

These findings provide theoretical contributions in the development of contemporary muamalah jurisprudence studies as well as practical implications for digital business actors in carrying out online buying and selling practices using dropship systems in accordance with sharia principles.

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