

Dropshipping and Reselling Studies in Muamalat Fiqh

Aang Asari and Ni'mah Zaidah

UTN Walisongo Semarang, Al Azhar University Cairo.

E-Mail: aangasari@walisongo.ac.id

Abstract: *The practice of Dropshipping & reselling, is a new concept in Islamic law. Dropshipping is a product sale that allows sellers to sell their products to customers with an image based on the owner of the goods (supplier) without having to stock up on goods and sell to customers at a specified price. So, in this case the seller is an active actor to find customers. Meanwhile, reselling is a term that is also used to describe a marketing or sales system for a product that involves three parties, namely the owner of the goods, the buyer and the reseller. This type of research uses a literature study approach, using a qualitative narrative method. The results of this study can show that buying and selling with a dropship and reseller system does not violate sharia provisions. Even though the parties do not have the goods and the capital is only the specifications, Islamic law allows this kind of contract. The contract can be as a simsarab or broker, it can also be a salam contract (order). However, if it is planned with a salam contract, it must fulfill several conditions, among others: what is sold is not the other but the specifications, the goods are not delivered at the time of the contract, there is a time limit for the delivery of the goods and the place of delivery of the goods is clear.*

Keywords: *Dropshipping terms, Reselling, Muamalat fiqh*

Abstrak: Praktik *Dropshipping & reselling*, adalah konsep baru dalam hukum Islam. *Dropshipping* merupakan penjualan produk yang memungkinkan penjual menjualkan produknya pada pelanggan bermodalkan gambar berdasarkan pemilik barang (*supplier*) tanpa wajib menyetok barang & menjual ke pelanggan menggunakan harga yg ditentukan. jadi, pada hal ini penjual merupakan pelaku aktif buat mencari pelanggan. Sedangkan *reselling* adalah istilah yang juga digunakan untuk menyebutkan salah satu sistem pemasaran atau penjualan suatu produk yang melibatkan tiga pihak, yaitu pemilik barang, pembeli dan *reseller*. Jenis penelitian ini memakai pendekatan studi literatur pustaka, memakai metode naratif kualitatif. Hasil kajian ini dapat menunjukkan bahwasannya, jual beli dengan sistem dropship dan reseller tidak melanggar ketentuan syariah. Meski para pihak belum memiliki barangnya dan modal hanya baru spesifikasinya saja. Syariat Islam membolehkan akad seperti ini. Namun sekema akadnya bisa saja sebagai simsarab atau broker, bisa juga akad salam (pesanan). Namun jika itu diskemakan dengan akad salam, harus memenuhi beberapa syarat, antara lain: yang dijual bukan ainnya akan tetapi spesifikasinya saja, barang

tidak diserahkan pada saat akad, ada batas waktu penyerahan barang dan jelas tempat penyerahan barangnya.

Kata kunci: *Isitilah Dropshipping; Reselling; Fikih muamalat*

Introduction

Ease of access to technology and information today makes many online shop facilities appear. Call it online stores such as shopee, tokopedia, Bukalapak, blibli, lazada Indonesia, and other online stores. It all makes it easy for customers to shop online. Buyers do not need to go to the market or supermarkets to buy various materials they need. By choosing existing facilities and features, buyers can get various items they need through the online store.¹

Online stores that can be used as business land are very diverse. The types of online stores seen from the website features used can be classified into three types, they are:

1. Regular online shop online. It consists of simple features, where this online store only functions as a place for displaying products, not equipped with payment features.
2. Semi-online online shop. A semi-online online store is an online store where some of its features are complete. There is no direct contact between the seller and the buyer because this online store has been equipped with the answers needed by the buyer.
3. Full online shop. A full online shop is an online shop that is already perfect. All transaction activities are fully automated. These online shop owners need to monitor. They do not need to be directly involved all the time.²

There are various forms of marketing in online stores. For example, we can find Facebook as our social media. There are so many accounts that offer a variety of daily necessities—starting from clothing, food, office equipment, services, and other products. In addition, sometimes, what they offer through their social media

¹ Chacha Andira Sari, 'Perilaku Berbelanja Online di Kalangan Mahasiswi Antropologi Universitas Airlangga', *Jurnal Antro Unair*, 4.2 (2015), hlm. 206.

² Sari, hlm. 210.

accounts, is not necessarily the original owner of the goods. It could be an item with a picture on someone else's account, then they copy-paste it or take it, then distribute it through their account. This is very common, and many sellers do it in online stores.

Regarding the marketing in the online store above, we must have heard of the terms dropshipping and reselling. These two terms are one of the marketing systems in the form of buying and selling online that exist in online stores today. The meaning of Dropshipping is a marketing or sales system for a product that involves three parties, namely the owner or producer of the goods, the buyer and the dropshipper.³ While reselling is a term used to describe a marketing system or sale of an item involving three parties: the item's owner, the buyer and the reseller.⁴

Dropshipping or reselling is an information system offering a product to consumers online. If the consumer wants to buy the goods of his choice, the supplier or distributor will send the goods directly to the consumer at the specified address. But before the consumer buys the goods at the online store, the consumer must first transfer some money to the dropshipper or reseller shop through the scheme or feature available in the online store.

In connection with the discussion of the Dropshipping and reselling marketing system above, in this paper, the author will examine it comprehensively and discuss it in detail. The author will review in terms of legal validity whether the new concept in terms of Dropshipping and reselling is allowed in Islamic law or not if this concept allowed. What conditions need to be met so that the concept of Dropshipping and reselling becomes a marketing concept allowed by Islamic law?

If it is related to contract theory in the form of muamalat contracts, Dropshipping and reselling offer system models, which contracts are included? Is it included in the permissible contract or the contract that is not allowed in muamalat fiqh?. In addition, regarding the similarities, what are the similarities and differences between the concepts of dropshipping and reselling in the study of

³ Ahmad Sarwat, *Ensiklopedia Fikih Indonesia: Muamalat* (Jakarta: PT Gramedia, 2018), hlm. 411.

⁴ Sarwat, hlm. 411.

muamalat fiqh? This is the concern and focus of the author in writing this article.

The research method used in this paper is a qualitative approach. The analytical qualitative research method is inductive to gain understanding or meaning, developing theories and describing complex realities to include views on the reality of the object under study.⁵ Therefore, in this study, the data obtained from library research results are used as documentation and described in words or sentences, not in the form of statistical figures or percentages as in quantitative research.

This paper will provide an overview of the dropshipping and reselling marketing system and its validity in general in Muamalat fiqh or Islamic law. At the same time, the type used in writing this article is library research. The author examines, observes and seeks data from reliable reference books and articles in scientific journals, be it Islamic law journals or legal journals related to this study.⁶

The method in this study uses the process of collecting library data from several books that discuss theories in Muamalat fiqh relating to the concept of contracts, buying and selling contracts, both selling and buying greetings, buying and selling murabahah and so on. In addition, it is also taken from several laws and regulations, fatwas, and websites related to the discussion in this paper, then processed so that they become study material and writings in this article.

The author hopes this article will provide new insights and knowledge for academics, both lecturers and students. In addition, it can also be used as a reference for practitioners in online business to carry out online marketing and buying and selling procedures that adhere to sharia principles and are permitted by Islamic law.

Definition of Dropshipping and Reselling

As mentioned in the background above, dropshipping is a term used to describe a marketing or sales system for a product that

⁵ Derita Prapti Rahayu and Sulaiman, *Metode Penelitian Hukum* (Yogyakarta: Thafa Media, 2020). hlm. 124.

⁶ Sumadi Suryabrata, *Metode Penelitian*, 1st–22nd edn (Jakarta: PT RajaGrafindo Persada, 2011). hlm. 18-19.

involves three parties: the owner or producer of the goods, the buyer and the dropshipper.⁷ In other words, dropshipping is a product sale that allows sellers to sell their products to customers with a picture of the owner of the goods (supplier) without having to stock up on goods and sell to customers at a specified price. So, in this case, the seller is an active actor in finding customers.⁸

If the prospective buyer is interested and willing to pay the price to the dropshipper, then the dropshipper buys from the owner of the item at a lower price. In addition, he is asking the owner of the goods to send the goods directly to the buyer. This dropshipping system generally occurs in cyberspace or sales via the internet (online).

Reselling is a term also used to describe a marketing or sales system for a product that involves three parties: the owner of the goods, the buyer and the reseller. Nevertheless, what makes the difference that resellers do is offer goods that have been purchased from the owner of the goods, either with cash or instalment payments.⁹ Then the goods are offered to prospective buyers at specific prices and specifications. When the buyer agrees with the price and specifications, he sends money to the reseller and the goods are sent to the buyer.

Similarities and Differences Between Dropshipping and Reselling

1. Intermediary. Dropshipping and reselling are product marketing systems used in online buying and selling, both of which are intermediaries between buyers and sellers.
2. Transactions in cyberspace. Buying and selling with dropshipping and reselling generally occurs in cyberspace, where the seller and buyer do not physically meet each other.
3. Not owned yet sold. The main difference between dropshipping and reselling is in ownership of the goods. Selling by dropshipping does not need to have the goods you want to sell. What is done is

⁷ Sarwat, hlm. 411.

⁸ Elpina Pitriani and Deni Purnama, 'Dropshipping Dalam Perspektif Konsep Jual Beli Islam', *Jurnal Ekonomi Dan Perbankan Syariah*, 3.2 (2020), <<https://doi.org/10.46899/jeps.v3i2.162>>. hlm. 89.

⁹ Sarwat, hlm. 412.

only offering other people property that has never been owned by a third party.

Technically, the item never became the property of the drop shipper. In fact, he never even stopped by his house. Because the goods are sent directly from the owner of the goods to the buyer without going through an intermediary or dropshipper, before being sent, the intermediary (dropshipper) receives payment money with a certain amount of profit from the buyer, the rest is only paid to the owner of the goods.

Contract Theory in the Study of Fiqh Muamalat

The term contract is a term in Islamic law, also called "agreement" in Indonesian law. The word contract comes from *al-aqd*, which means to connect, bind or connect (*ar-rabt*). In terminology, the contract is a meeting of consent and acceptance as a statement of the will of two or more parties to give birth to a legal consequence on the object.¹⁰

So if the sale and purchase contract transfers the ownership of an object from the seller to the buyer in return for a given by the buyer, then the transfer of property is a legal consequence of the sale and purchase contract. For the formation of a valid and binding contract, the pillars of the contract and the terms of the contract must be fulfilled. According to contemporary Islamic jurists, the pillars that makeup there are four, namely:

1. The parties who make the contract (*al-'aqidain*)
2. Statement of the will of the parties (*shigat al-aqd*)
3. The object of the contract (*mahal al-aqd*)
4. The purpose of the contract (*maudhu al-aqd*)

Each of the pillars (elements) that make up the above contract requires conditions so that the pillars can function to form a contract. In Islamic law, these conditions are called the conditions for forming a contract. In the first pillar, the parties must meet two conditions to

¹⁰ Syamsul Anwar, *Hukum Perjanjian Syariah: Studi Tentang Teori Akad Dalam Fikih Muamalat* (Jakarta: PT. Raja Grafindo Persada, 2007). hlm. 68.

form the contract. Namely, the parties must be *tamyiz* and counted (*at-ta'adud*).¹¹

The second pillar, namely the statement of will, must also fulfil two conditions: there must be an agreement between consent and acceptance, in other words, the achievement of agreement and unity of the contract assembly. The third pillar, the object of the contract, must meet three conditions: the object can be submitted, specific or can be determined, and the object can be transacted. The fourth pillar requires one condition: it does not conflict with Islamic law.¹²

Classification of Akad in the Study of Muamalat Fiqh

Named Contract and Unnamed Contract. What is meant by a named contract is a contract whose name has been determined by the legislator and also determined the special provisions that apply to it and do not apply to other contracts. Examples include *ijarah* or leasing contracts, sale and purchase contracts (*al-bai*), sale and purchase orders (*salam*), forging contracts (*al-istishna*), debt transfer (*al-hiwalah*) and other funds. Meanwhile, what is called an anonymous contract is a contract that is not explicitly regulated in *fiqh* books under a specific name. This type of contract is made and determined by the parties according to their needs.¹³ Examples include buying and selling options or *al-bai bi al wafa*, which in Islamic law arises from practice and is a mixture of pawning and buying and selling.

Principal Contract and Asesor Contract. A principal contract is a stand-alone contract whose existence does not depend on anything else. Such as buying and selling contracts, renting, custodial and so on. Meanwhile, an assessor contract is a contract whose existence does not stand alone but depends on a right that is the basis for the existence or validity of the contract—for example, a guaranteed contract (*kafalah*) and a pledge contract (*rahn*).

Contracts with maturity and contracts with no maturity. A tempo contract is a contract in which the element of time is

¹¹ Ismaili Nawawi, *Fikih Muamalah Klasik Dan Kontemporer*, ed. by Zaenudin A Naufal, (Bogor: Ghalia Indonesia, 2012). hlm. 22.

¹² Anwar. hlm. 98.

¹³ Anwar. hlm 75-76.

fundamental, in the sense that the element of time is part of the agreement's content. For example, in a lease contract, part of the agreement's content is the length of the lease period which will determine the size of the contract value. A rental agreement cannot occur without an element of the length of time in which the rental takes place. An untimely contract is a contract in which the time element is not part of the agreement's content. For example, a sale and purchase contract can occur instantly without needing an element of tempo as part of the contract.

Consensual contract, formalistic contract and Real contract. A consensual contract is a type of contract based on the agreement of the parties without the need for certain formalities. While a formalistic contract is a contract that is subject to the formality requirements determined by the legislator, if those conditions are not met, the contract is invalid. For example, one of the formalities in a marriage contract is the requirement for the presence and testimony of two witnesses. A real contract is a contract that requires the delivery of the object of the contract in order to occur. The contract has not been deemed to have occurred and has not resulted in legal consequences if it has not been implemented.

Mashru' contract and forbidden contract. Mashru' contract is a contract justified by shara' to be made, and there is no prohibition to close it. Such as buying and selling contracts, leasing contracts, mudharabah contracts and so on. Meanwhile, forbidden contracts are prohibited by the shara', such as contracts for the sale and purchase of fetuses, contracts for a donation of property for minors and contracts contrary to Islamic morals and public order.

A valid contract and an invalid contract. A valid contract is a contract that has fulfilled the pillars and conditions in the contract concept described above. While an invalid contract is a contract that does not meet the pillars and conditions determined by the shara'.

Binding and non-binding contracts. A binding contract is a contract in which, if all the pillars and conditions have been met, the contract is fully binding, and neither party can cancel it without the other party's consent. Such as buying and selling contracts, renting, peace and so on. A non-binding contract is a contract in which each party can cancel the agreement without the other party's consent.

Nafiz contract and mauquf contract. Nafiz contract is a contract that is free from every factor that causes the contract to be unable to be implemented. In other words, a nafiz contract is a contract that is created legally and has direct legal consequences from the moment it occurs. The mauquf contract is the opposite of the nafiz contract. The meaning is a contract that cannot be directly implemented due to the law even though it has been made legally but still depends (maukuf) on the approval of the interested party.

Dependent contract and trust contract. A dependent contract is a contract that transfers the risk of damage to goods to the recipient of the transfer as a consequence of the implementation of the contract so that the damage to the goods he has received through the contract is under his responsibility even if it is a result of forced circumstances. A trusted contract is a contract in which the goods transferred through the contract are trusted in the hands of the recipient of the goods, so that he is not obliged to bear the risk of the goods, unless there is an element of intent and against the law. For example, the contract of custody, borrowing, representation (authorization)

Muawadah contract, taboo contract and muawadah contract and tabaroo at the same time. A contract on the burden or a muawadah contract is a contract in which there are reciprocal achievements so that each party receives something in return for the achievements it provides, for example, a sale and purchase contract, lease, peace over objects and others. A free or tabaroo contract is a contract in which the achievements are only from one party, such as grants and borrow-to-use contracts.

Meanwhile, a contract for burden and free of charge is a contract which was initially a free contract, but in the end, it became a contract with a burden. For example, in a loan agreement, the lender initially helps the person giving the loan, but when the lender collects the loan, the contract becomes a burden.¹⁴

¹⁴ Anwar. hlm. 73-83.

The Concept of Buying and Selling in the Study of Fiqh Muamalat

Buying and selling in fiqh terms are called "al-bai", which etymologically means selling or replacing. As for buying and selling in terminology, it is the exchange of property for the property based on giving up or transferring property for a justifiable exchange. The meaning of property in the definition above is everything that is owned and valuable, so the exception is that which does not belong and is not helpful.¹⁵ While what is meant by "justifiable" so that it can be distinguished from prohibited buying and selling.

The basis of the law of buying and selling is contained in the ayat of the Qur'an and the Sunnah of the Prophet Muhammad. which are as follows::

أحل الله البيع وحرم الربا.....¹⁶

Meaning: Allah has permitted buying and selling and forbidden usury

In another ayat:

ليس عليكم جناح أن تبتغوا فضلا من ربكم...¹⁷

Meaning: there is no sin for you to seek the bounty (sustenance of commerce) from your Lord.

From the two ayat above, it is clear that buying and selling are permissible under Islamic law. Even in that verse, there is no sin for people who carry out buying and selling or trading, as long as they fulfil the conditions and pillars of buying and selling. The legal basis for buying and selling based on the sunnah of the Prophet, among others, is as follows::

سئل النبي صلى الله عليه وسلم : أي الكسب أطيب؟ فقال: عمل الرجل بيده وكل بيع مبرور (رواه البزار والحاكم)

Meaning: The Messenger of Allah. Ask a friend about what job (profession) is the best. Rasulallah saw. Answer: the effort of human hands alone and every blessed sale and purchase. (Narrated by Al-Baz̄zar and Al-Hakim)

In another hadith:

¹⁵ Abdul dkk Ghzaly Rahman, *Fiqh Muamalat*, Pertama (Jakarta: Kencana Prenada Media Group, 2012). hlm. 67.

¹⁶ QS Al-Baqarah: 275

¹⁷ QS Al-Baqarah: 198.

التاجر الصدوق الأمين مع النبيين والصديقين والشهداء (رواه الترمذی)

Meaning: honest and reliable traders are equal (place in heaven) with the Prophets, Saddiqin and Syubada (HR. At-Timidi)

The hadith explains that traders or people seeking sustenance from their sweat are noble jobs. Likewise, for honest and reliable traders in carrying out their trade, the Prophet gave his appreciation by giving the news that the merchants were equal to the Prophets in Heaven.

As for the implementation of buying and selling to be valid, according to the Muamalat fiqh study, it must meet the pillars and conditions of the sale and purchase because the pillars and conditions are the most important things and must be in all Muamalat contracts. If the terms and conditions of the sale and purchase are fulfilled, a sale is valid. However, if only one of the pillars and the conditions of sale and purchase are not fulfilled, then a sale and purchase are cancelled.

The pillars (Rukn) of buying and selling are as follows:

1. some people have a contract or al-mutaaqidain. In this case, the seller and the buyer.
2. There is a shigat, namely the pronouncement of consent and acceptance from the seller and the buyer.
3. There is an object of goods or goods being traded.
4. There is an exchange rate in place of the goods.¹⁸

The conditions in the sale and purchase following the pillars of sale and purchase above are as follows:

1. Requirements for people who have a contract
 - a. sensible. Small children with no sense and crazy people carry out buying and selling. The law is not valid
 - b. The person performing the contract is a different person. This means that a person cannot act simultaneously as a seller and a buyer.
2. Conditions related to consent

¹⁸ Ghzaly Rahman. hlm. 71.

- a. There must be a willingness and agreement between the two parties
 - b. The person who says that he is mature and intelligent
 - c. Accept according to consent. For example, the seller says: "I sold this book for Rp. 50.000,-" then the buyer replied: "I bought this book for Rp. 50.000,-". The sale and purchase are invalid if the consent and acceptance do not match.
 - d. The Ijab and Kabul were carried out in one majlis, meaning that both parties involved in the sale and purchase were present and discussed the same topic.¹⁹ However, the author gives a broader interpretation in the explanation related to this majlis. That the meaning of a majlis at this time is no longer only limited by space and time, like one place, one shop or one supermarket. Nevertheless, the meaning of one majlis at this time, namely one application, one Facebook account, Whatsapp, etc., supports transactions in buying and selling online.
3. The terms of the goods being traded.
 - a. The goods are there, or not in place, but the seller declares his ability to procure the goods
 - b. Can be used and beneficial to humans. Like carrion, wine, and blood, it is not valid to be an object for buying and selling
 - c. Owned by someone. Items that a person does not own may not be traded, such as trading fish in the sea or gold on the ground
 - d. May be submitted during the contract or at a mutually agreed time when the transaction takes place
 4. Terms of the exchange rate (the price of goods)
 - a. The price agreed upon by both parties must be clear

¹⁹ Ghzaly Rahman. hlm. 73.

- b. Can be submitted at the time of the contract. if the price of the goods is paid later (debt), then the time of payment must be clear
- c. If the sale and purchase are carried out by exchanging goods with each other (al-muaqoyadhah), then the goods used as exchange value are not goods forbidden by Shara'. Examples include pork and wine because both types of objects are not valued according to the Shara'.²⁰

Dropshipping and Reselling Practice Analysis

The form of Muamalat can be done by anyone and in any form as long as no evidence prohibits it. However, if it has been prohibited following the arguments contained in Islamic law, then the form of Muamalat is forbidden. As stated in the fiqh rules as follows:

الأصل في المعاملات الإباحة إلا ان يدل دليل على تحريمها²¹

All forms of Muamalat can be done unless proof forbids it.

In the law of buying and selling, there is no prohibition against someone selling other people's property. There is also no requirement for someone to have the goods first. Then they are allowed to sell them. So in principle, a person may sell other people's property, as long as the owner's permission. Anyone may sell specifications whose goods are not yet in his possession.

Contract Scheme in the Dropshipping and Reselling System

1. *Simsarab* or *Samsarab* Contract

This method is called *Samsarab*, where someone sells other people's property, and he gets a fee or bonus for his services. In another explanation, *Samsarab* is an intermediary between the seller and the buyer is buying and selling. It can also be called an intermediary trader or agent, or broker.²² This contract is agreed

²⁰ Ghzaly Rahman. hlm. 76-77.

²¹ Lihat dalam konsideran fatwa-fatwa DSN-MUI.

²² Yuhansibar, 'Jual Beli Tanah Melalui Perantara(Samsarab) (Analisis Terhadap Penerapan Akad Wakalah, Jualahdan Ijarah)'

to be halal by all scholars as long as it follows the will of Islamic law and the contract is clear. The following can be exemplified:

Aren't shopkeepers usually not the owner of the goods? In other words, the goods in the store do not necessarily belong to the person who looks after them. The shopkeeper is an employee, not a shop owner or owner of goods. Can a shopkeeper sell things that do not belong to him? The answer is, of course, yes. The shopkeeper's main job is to sell goods that are not the owner's. Then what about the hadith that forbids selling something that we do not have, as follows::

لا تبيع ما ليس عندك

"Don't sell what you don't have"

(HR. *At-Tirmidzi, Ahmad, An-Nasai, Ibnu Majah, Abu Daud*)

The intent in the above hadith is to forbid a person from selling goods that he cannot procure or present—for example, selling certain fish that are still on the high seas. This is certainly not legal because there is no certainty whether the fish was caught or not.²³

In addition, the scholars also mention that the purpose of the prohibition in the hadith is that someone sells other people's property without the original owner's permission. That act is theft. However, if the owner of the goods asks to be sold, of course, the law is halal. Furthermore, those who sell are entitled to a fee for selling services.

In this *samsarah* contract, several types of contracts can be applied. The first is a *wakalah* or representative contract where someone asks someone else to sell goods on his behalf. The second is the *ijarah* contract, which is an agent as a worker from the employer who will later get a wage from each job. The consequence is that if it is a *wakalah* contract, a pure agent acts as a representative.

The agent/broker must convey the slightest information to the buyer following the attorney's direction. Should not hide or take advantage of a power of attorney. In addition, in the concept

<<https://prospeku.com/artikel/fee-agen-properti-tanggung-an-penjual-atau-pembeli---2296>>. hlm. 137.

²³ Ghzaly Rahman, hlm. 57.

of *wakalah*, it is not required for a representative to receive a reward except for the kindness of the party giving a power of attorney. Because if it is required, it is the same as in the *ijarah* contract. The representative must get a salary from the authorizer because he is considered a worker whose services are used by the employer. If it is an *ijarah* contract, he sells/offers the goods with the permission of the owner of the goods and later in the contract, he is required to receive a reward for each of his work.

2. *Salam/Salaf* Contract

This second method is called buying and selling greetings. Salam contract is the opposite of a credit contract. Where what is paid in cash is the money, while the goods or services are owed. The law is permissible and legal in sharia law, and that, usually, we have practiced it. For example: when buying a plane or train ticket. During the homecoming season, we usually bought tickets several months before, which means we have paid in cash. Nevertheless, the goods or services that are our rights will only be enjoyed in the next few months, according to our journey.²⁴

In the past, friends used to sell dates that didn't exist yet, aka the trees had not yet produced fruit. However, the fruit planned for the ceremony has been determined in detail with a specific type, unquestionable quality, and certain weight when it will be delivered. Of course, dates with such specifications are not impossible to obtain or realize, especially for date traders in Medina. They already have a tree that will bear fruit every year. Therefore, the law is classified as halal, and this contract is called a *salam* contract. Even though the dates have not yet produced fruit, they may be sold first, as long as the specifications are clear and definite.

The basis is the hadith as follows::

²⁴ Muhammad Reza Palevy, Hafas Furqani, And Nevi Hasnita, 'Sistem Transaksi Dan Pertanggunggaan Risiko Dalam Jual Beli Dropshipping Menurut Perspektif Ekonomi Islam', *Journal of Sharia Economics*, 1.2 (2020) <<https://doi.org/10.22373/jose.v1i2.642>>. hlm.110.

عن ابن عباس رضي الله عنهما قال: قدم النبي ص المدينة وهم يسلفون في الثمار السنة والسنتين فقال: من أسلف في تمر فليسلف في كيل معلوم ووزن معلوم إلى أجل معلوم (متفق عليه)

Meaning: Ibn Abbas R.A. When the Prophet had just arrived in Medina, the people of Medina used to sell dates by way of one-year and two-year salaf. So the Prophet He said, "Whoever sells dates by way of the salaf, then do the salaf with a specific scale, a certain weight and up to a particular time. (HR. Bukhari dan Muslim).

Study Results: Dropshipping and Halal Reselling

After looking at the scheme of the two contracts above, buying and selling with the dropship system does not violate sharia provisions. Even though, as a seller, we do not have the goods yet, and our capital is only the specs. Nevertheless, Islamic law allows this kind of contract. The contract can be as a *Simsarah* or a broker. Likewise, with the reseller system, where the reseller has purchased the item's object from the owner, then offers it to other buyers, and then we get a profit from each sale.

The second legal study can also be done with a *Salam* contract.²⁵ In this case, the buyer pays in advance for an item or service we have not delivered. We do not even have. Then we buy the money for the goods in question, where we will get the price difference. If the goods are in our name, that is also permissible because we buy from the source and resell. Even though these items have never arrived in our hands, it is not a problem.

However, in this *salam* contract, several terms and conditions must be met, including the following:²⁶

1. What is sold is not the other but the specifications.

In a *salam* contract, the seller does not sell certain goods that have been determined, but what is sold are goods with certain specifications. For example, a building materials trader greets ten cantons of cement with a

²⁵ Mohammad Jauharul Arifin, 'Keabsahan Akad Transaksi Jual Beli Dengan Sistem Dropshipping Dalam Perspektif Ekonomi Islam', *Lisyabab: Jurnal Studi Islam Dan Sosial*, 1.2 (2020). hlm.283

²⁶ Anwar, hlm. 95–97.

particular brand and a certain weight to a customer. The agreement was that the payment is made at the same time, but the cement delivery was only two months later, starting from when the contract was agreed.

2. Items have precise specifications

The goods ordered must be described in quality and quantity, including the type, type, color, size and other specifications. Thus, when the delivery of the goods is carried out, it is guaranteed that there will be no complaints from both parties.

3. Goods are not delivered at the time of the contract

If the goods are handed over in cash, the primary purpose of *salam* is not achieved, which is to give the seller the freedom to work on getting the goods within a specific time. Al-Qadhi Ibn Abdil Wahhab said that greetings are *salaf*. The contract from the beginning was stipulated for payment at the beginning with the delivery of goods later.

4. Minimum limit for delivery of goods

Regarding the minimum due date, scholars have different opinions. As Al-Karkhi from Al-Hanafiyah said that the minimum agreed maturity is half a day and cannot be less than that. Ibn Wahab narrated from Malik that the minimum distance for delivery of goods is two or three days from when the contract was made. Other scholars say the minimum limit is three days, as a *qiyas* of the *kbihar* law requirements.

5. Clear delivery time

When the contract is made, the time (due date) for the delivery of the goods must be determined. This is based on the words of the Prophet Muhammad.:

إلى أجل معلوم

"until the time (maturity) that has been known (by both parties) as well"

The Jurists (Fuqaha) agree that if a *salam* contract does not set a maturity date, the contract is null and void. The lack of clarity on the due date for the delivery of goods will bring both parties into contention and tyranny.

6. It is possible to submit on time

At the time of executing the *salam* contract, both parties must take into account the availability of goods at maturity. This requirement is to avoid the *salam* contract from the practice of deceit and luck, which is forbidden in Islamic law. For example, suppose someone orders seasonal fruit such as durian or manga with the agreement "the goods must be held at a time other than the durian and manga season". In that case, this order is not justified according to the Shari'a. In addition to containing *gharar*, this kind of contract will also be difficult for one of the parties

7. Clear place of delivery

This requirement is to avoid the *salam* contract from the element of *gharar* because, at the time of maturity, the entrepreneur may not be able to bring in goods from his field or company.

Conclusion

After the author describes the concept of Dropshipping and reselling in the Muamalat fiqh study, the author would like to conclude that the practice of Dropshipping and reselling is a new concept in Islamic law. *Dropshipping* is a product sale that allows sellers to sell their products to customers with an image of the owner of the goods (supplier) without having to stock up on goods and sell to customers at a specified price. So, in this case, the seller is an active actor in finding customers. While reselling is a term that is also used to describe a marketing or sales system for a product that involves three parties: the owner of the goods, the buyer and the reseller.

The similarity is that it is an intermediary transaction carried out in cyberspace or the internet. While the difference is in the concept of dropshipping, goods that are not owned can already be sold without having to be purchased by the dropshipper first. The result of this research is that the concept of Dropshipping and reselling is valid and can be implemented with the *samsarah* contract scheme and the contract scheme in the *salam* or *salaf* concept. However, it must meet several conditions, including:

1. What is sold is not the other but the specifications.

2. Items have precise specifications
3. Goods are not delivered at the time of the contract
4. Minimum limit for delivery of goods
5. Clear delivery time
6. It is possible to submit on time
7. Clear place of delivery

Thus the end of writing can be concluded. Hopefully, this will become material for further Islamic jurisprudence studies and can help and add insight to academics and other practitioners about the validity of Dropshipping and reselling in muamalat fiqh studies.

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