

Dropshiper from an Islamic economic perspective, economy, innovation, and digital business

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ABSTRACT Buying and selling is a transaction that is allowed in Islam. However, to ensure this permissibility, it is necessary to have the rules of the game that have been formulated by the scholars. This aims to maintain the rights of each party during the sale and purchase so that no party feels disadvantaged. Nowadays, buying and selling transactions are developing, namely by buying and selling without having to have stock or known as dropshipping. In this digital era, the dropshipping business is in great demand by the public because it has conveniences that are felt by the parties. However, in Islam buying and selling can only be done on goods that are perfectly owned by the seller. The purpose of this study is to analyze the legality of the practice of dropshipping. This study uses a qualitative method with the type of research in the form of a literature study and data sources in the form of secondary data obtained from journals, books and websites. The results show that the dropshipping business is allowed in Islam as long as it meets certain criteria.

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1. INTRODUCTION

Buying and selling transactions are transactions that fall into the category of musamma or akad that already have a name and legal provisions that are special and do not apply to other transactions (Anwar, 2007). The language of buying and selling is the exchange of something with something else whereas in terms it is the exchange of property with property with the aim of having forever. (Al-zuhaili, 2008) The idolatry of buying and selling is affirmed in the Qur'an surah al-Baqarah verse 275 (Shihab, 2016) and also al-Nisa verse 29 which affirms the prohibition of eating property in a vanity and Continued with an explanation of buying and selling transactions that are always done in a consensual way (Shihab, 2016).

The pillars of buying and selling according to Jumhur are the existence of two people who make transactions, there are goods sold and agreed prices, as well as ijab and qabul (Al-zuhaili, 2008). Based on some of the pillars above it can be known that buying and selling will not occur if the pillars are not fulfilled. As for the conditions that must be met, among others, the two people who make transactions are people who are intelligent and mumayyiz or people who have been able to distinguish good and bad. This condition is a condition of in'iqad or the condition of the occurrence of an agreement and if the condition of in'iqad is not met then the buying and selling agreement becomes void. Next is the nafadz requirement that determines the ability to transact with regard to ownership and trust. The condition relating to ijab qabul is the conformity between ijab and qabul (Al-zuhaili, 2008).

Based on the above explanation, it can be known that in the transaction of buying and selling the existence of goods sold is a pillar of buying and selling. The goods for sale are required to be owned in full by the seller (Al-zuhaili, 2008). Nevertheless, in the dropshipper business the goods sold are not owned by the seller but rather the seller promotes the goods owned by the supplier.

Dropship is a business without stocking goods or buying previous items. (Iswidharmanjaya, 2012) in other words dropshippers simply offer and sell products belonging to others or suppliers. (Idris, 2021) The dropshipping business has the concept that the seller or dropshipper acts as a liaison between the manufacturer and the buyer. Thus, the dropshipper acts as the third party (Idris, 2021).

Dropshipping according to Feri Sulianta is one of the methods of buying and selling transactions conducted online where business entities or individuals domiciled as sellers do not have goods and also do not do the goods that will be sold. The seller cooperates with other companies that have goods for sale (Wicaksono, 2019).

The emergence of dropshipping is triggered by the development of the internet where based on the results of internet user research conducted by the Indonesian Internet Service Providers Association shows that the penetration of internet users in Indonesia in 2010 2019-2020 reached 73.7% which is about 196.71 million people using the internet from a total population of 266.91 million Indonesians.

Based on the picture above, it can be known that in the business of dropshipping goods sold are not owned by sellers. This is contrary to the opinion of scholars who require that goods sold must be owned by the seller so that

goods that are not owned should not be traded. However, jurisprudence always develops with the times in order to be able to answer the problems that arise in the community. Business dropshipping can be done through several transaction schemes that are allowed in Islam as long as it does not harm both parties and does not violate the basic principles of transactions in Islam.

Based on the literature study it can be understood that buying and selling online can be done with greetings. Nevertheless, the greeting scheme cannot be fulfilled in dropshipping transactions because in the terms of sale and purchase greetings the buyer must not sell the goods before the goods are received. (MUI, 2000) Another agreement that can be used in online transactions is the *wakalah bil ujroh* or representing the deed to another party. In the *wakalah account bil ujroh* the party receiving power of attorney is entitled to receive wages for legal acts committed or represented to him under the agreement of both parties (Fatwa, 2017a).

The dropshipping business as above when viewed from the *muamalah* aspect, there is a provision that cannot be fulfilled, namely the ownership of goods that in making transactions to buy and sell goods must be private property owned in its entirety (Syafe'i, 2001). This provision cannot be met in the dropshipping business because the seller promotes and sells goods that do not belong to the supplier. In addition, the dropshipping business also has considerable risks because suppliers only give or show the products they sell in the form of pictures only without looking at them. direct goods sold or *dirpomosikan* by the seller to consumers (Hadi, 2014).

In previous research, it showed that buying and selling transactions with the concept of dropshipping have fulfilled the pillars of the agreement, but in the aspect of ownership of the object of buying and selling cannot be fulfilled. This is the scholars divided into the first two opinions dropshipping is allowed if the seller gets permission from the supplier because the dropshipper is domiciled as a representative of the supplier. The second opinion states that the practice of dropshipping is prohibited because it is the same as selling goods that are not completely owned by the seller (Nubahai, 2019).

Based on the formula above, the problem that will be discussed in this study is how Islamic economics views the business practices of dropshipping as above based on the agreements that are Allowed in Islam. Apunthe renewal of the study in this study is related to the dropshipping business scheme in order to meet the terms of transactions allowed in Islam. Thus, Islam is able to grace all people and is able to answer the challenges of the times, especially in the digital era that produces reforms in the field of business.

2. METHODOLOGY

The research methods used in this research are qualitative methods with the type of literature research. Qualitative method determination is used to dig and analyze dropshipping practices in depth. In addition, through this qualitative method is expected to be able to provide a solution of the contract scheme that can be used so that transactions in the dropshipping business are in accordance with Islamic law. The type of research used is literature where this research is done by collecting and then reviewing materials related to dropshipping and accounts in the scope

of Islamic economics that can be used in digital business transactions. The data source is obtained through journals, books, websites that provide reliable information and fatwas issued by DSN-MUI.

3. RESULTS AND DISCUSSION

3.1 Definition of Dropshipping

Dropshipping is a business that uses buying and selling transactions with the stipulation that the dropshipper is not as the owner of goods but as an intermediary between buyers and suppliers. Dropshipping is also known as a buying and selling system where the seller sells goods or products that are not owned and do not have a supply of goods. Thus the seller only has capital in the form of samples or examples of goods owned by suppliers both with photos and captions on goods or products. which is sold other. Photo or description of the description of the item that is used as promotional material by the seller to offer his product to customers or consumers. Furthermore, if there is a transaction between the seller and the buyer, the seller will ask the supplier to send the goods or products ordered to consumers with the name the sender uses the seller's name (Catur, 2012).

If dropshipping is understood as a buying and selling agreement, then in Islam it has its own provisions regarding buying and selling. Buying and selling in Islam has a provision that buying and selling must meet the pillars of buying and selling as affirmed by *Jumhur Ulama*, namely the existence of sellers who have goods. to be sold, the existence of buyers, the existence of goods sold on condition that the goods sold must be *halal* goods for sale and can be handed over and can also be handed over. known by the buyer, as well as the existence of *ijab qabul* which has a conformity between the *ijab* stated by one party and the *qabul* stated by the other party (Al-zuhaili, 2008).

In addition, in buying and selling must also meet certain conditions so that the buying and selling done becomes valid. Among these conditions are the parties who make buying and selling transactions required by people who are intelligent and *mumayyiz* that is able to distinguish or choose which is best for him. In addition, the parties who do buying and selling are also required to buy and sell of their own accord without *adad coercion* from any party so that each party he has a willingness to relinquish each other's property rights and obtain a replacement for the property of others (Ribby, 2011). As for the conditions that apply to goods that are the object of buying and selling agreements (Prabasari & Netra, 2013) is that the goods are *halal*, have benefits according to *syara* (Al-Sabatin, 2009), the goods belong to People who sell it and the goods sold are known by buyers both in terms of shape, quality and other criteria in the goods. [19, p. 92]. This is to avoid buying and selling transactions that contain *garar* or any uncertainty that can cause fraud and losses for one of the parties that makes the transaction of buying and selling. Furthermore, the conditions related to *ijab qabul* are to have legality, there is conformity between *ijab* and *qabul*, and is done in a place that has been agreed (Al-zuhaili, 2008).

3.2 Dropshipping scheme

Dropshipping can be done through several alternative mechanisms, namely:

a. Dropshipping mechanism with wakalah bil ujroh account Akad wakalah bil ujroh is an agreement of giving power from muwakkil to representatives to perform a legal act with certain rewards (Fatwa, 2017a). In the case of the dropshipping mechanism using the wakalah bil ujroh maka all applicable provisions in it following the provisions applicable in the DSN-MUI fatwa on wakalah bil ujroh.

As for the mechanism of implementing dropshipping with wakalah bil ujroh as follows: first, the seller holds a wakalah bil ujroh agreement with the supplier; Second, the seller promotes the goods he sells to consumers; Third, if there is a sale transaction between the seller and the consumer, the seller will ask the supplier to send goods to the consumer; Fourth, the seller will earn wages from the proceeds of the sale based on an agreement with the supplier.

b. Dropshipping mechanism with ijarah contract Akad ijarah is a rental agreement between mu'jir and mustajir to exchange benefits and ujroh, both the benefits of goods and services. Akad ijarah can be ijarah 'ala al-a'yan and ijarah 'ala al-a'mal (Fatwa, 2017b). In case dropshipper uses the type of ijarah 'ala al-a'mal. As for the provisions that must be met following the provisions contained in the DSN-MUI fatwa on ijarah.

The mechanisms that can be used in dropshipping with ijarah agreements are as follows: first, suppliers and sellers perform ijarah agreements where suppliers as mustajir or people who rent or wage earners and sellers as mu'jir or renters or service providers; Second, the seller as mu'jir renders services in the form of promotional services to promote supplier products to consumers; Third, if the consumer makes a purchase to the seller, the seller will ask the supplier to send the product to the consumer; Fourth, the seller earns a wage for the services promoting the product sold by the supplier.

c. Dropshipping mechanism with greeting agreement Akad salam is a buying and selling agreement by ordering at a price paid in advance accompanied by the determination of certain conditions. As for the provisions applicable in the dropshipping mechanism with salam agreements following the provisions set out in the DSN-MUI fatwa on salam (MUI, 2000).

In the mechanism of greeting agreement can be done with two greeting agreements, namely greeting agreements that take place between sellers and consumers and greeting agreements that take place between sellers and suppliers. In the first greeting agreement is done in the first way, the consumer orders goods or products that have been determined by the criteria; second, the seller agrees to the provision of goods or products ordered in accordance with the agreed criteria and prices; Third, the seller benefits from the sale of the ordered goods or products. After an agreement occurs between the consumer and the seller, the seller will make a greeting agreement with the supplier in the first way, the seller orders the goods or products to the supplier. with some criteria that have been determined and adjusted to the criteria requested by the consumer; Second, the supplier provides and then sends goods or products ordered by the seller.

Based on some of the above mechanisms it can be known that business practices with dropshipping systems can avoid buying and selling that contains garar or uncertainty, can avoid from buying and selling fudul or selling goods that are not in his power (Al-zuhaili, 2008).

3.3 3 Advantages and disadvantages of Dropshipping

Among the advantages of dropshipping are:

- It does not require large capital because on dropshipping the seller does not have to buy products or goods to be sold first.
- In the dropshipping business the seller does not need a warehouse or storage area for stock of goods or products to be sold.
- Transactions in the dropshipping business can be done anywhere and anytime because transactions that rely on the internet network.
- Dropshipping does not take up much time for sellers, this is because the production process, packing and shipping baranag or products to consumers is done by suppliers.
- In terms of promoting goods or products sold by the seller does not need to make a promotion about the product because the supplier has provided a catalog that can be used as a means for promotion to the seller.
- Sellers do not require large operational costs because what is needed by the seller is an internet network and does not require many employees who must be paid by the seller.
- The earning potential of a dropshipping business is also quite large because profits can be determined by themselves by following the rules and conditions stated on each contract (Nubahai, 2019)
- Products sold vary because not only sell one product but sellers can sell various products from several different suppliers.

Apart from some of the advantages of dropshipping business as above, the dropshipping business also has some darkness including:

- It does not require large capital because on dropshipping the seller does not have to buy products or goods to be sold first.
- In the dropshipping business the seller does not need a warehouse or storage area for stock of goods or products to be sold.
- Transactions in the dropshipping business can be done anywhere and anytime because transactions that rely on the internet network.
- Dropshipping does not take up much time for sellers, this is because the production process, packing and shipping baranag or products to consumers is done by suppliers.

4. CONCLUSION

Based on the explanation as above, it can be known that the business practice of dropshipping is allowed in Islam as long as it meets the provisions that have been set. These provisions include the agreement used is to use the wakalah bi al-ujroh, salam, and ijarah agreement between the owner and the dropshiper. Thus, dropshipping businesses can avoid transactions containing garar and buying and selling fudul which is prohibited according to the scholars. This is because the parties involved and other matters in dropshipping have fulfilled the provisions of the pillars that have been determined by the scholars as in the DSN-MUI fatwa.

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