

Dropship Selling Mechanism on The View of Islamic Economics Law

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Abstract

This paper tries to see and to study the correct selling and purchasing transactions in accordance with sharia economic law and the dropship mechanism on online business. Then compares between the dropship mechanism on the online business with the correct selling and purchasing according to sharia economic law. This research study was literature research, object this research was the character of an object, or limelight and target research, which related to Islamic economic law. The result of this research was that transaction by using dropshipping mechanism after reviewing from the aspect of pillars of selling and purchasing according to syariah economic law had not enough fulfill, specially in terms of ma'qud alaih (object or goods transacted) so it can be concluded through two opinions, that was dropshipping which was prohibited was the practice of selling and purchasing under the usual dropship mechanism, and using a salam contract scheme, while allowable dropshipping was a dropship mechanism using an intermediary or samsarah scheme, and a representative or wakalah scheme. Here this thesis is hoped to useful for all, readers can understand the economic morals in Islamic law, especially in the sale and purchase transactions.

Key words: *Dropshipping, Salam, Sale and Purchase, Samsarah, Wakalah*

INTRODUCTION

Selling and purchasing are etymologically rooted from the Arabic *al-bai' i, at-tijarah*, which means give something to replace the goods with goods which comparable value, based on the law. It means the exchange of lawful property with other property that can be taken by accompanying *ijab* and *qabul* on conducive condition.¹

¹ Taqiyuddin Abubakar Alhusaini, *Kifayatul Akhyar fii Alli Ghaayatil Ikhtishaar*, first printed, (Surabaya: PT Bina Ilmu, 1997), p.1.

Lately, the sale taking place at present is in contrast with the past, because a lot of people understand the business is a business that has one purpose and it is to obtain as many, so by the least capital to be able to take the many profits of the businessmen raised often justify the variety of ways in order to achieve their goal as well as in the way of finding a place of production, getting the raw material, getting its resources, finding the marketing system and the way of management.² With the development of information and communication technology which are very quickly increasing around the world, making business activities through the electronic media becomes one of the most recognized forms of business by public or online business known as the term electronic commerce or e-commerce. This makes online business is growing rapidly in Indonesia because of the easy access to the internet to receive either uses wifi or gadgets as well as small businesses, or over the small medium-enterprises, up to homemaker who started selling on the internet.³

In the use of the internet is not just limited to the utilization of the information accessible through the media, but also has the advantage of covering a more promising revenue stream that cannot be found in the traditional transaction and is not limited by time and space, because it can be done any time and wherever they are.⁴ This is similar with selling dropship system. Selling dropship became one of the alternatives chosen by the people to do the system of selling and purchasing by online.

LITERATUR REVIEW

1. Selling and Purchasing in the perspective of Islamic Economic Law

The times happened in this period show a state of concern, but it is very interesting to criticize. The practice or activity of human life in this world in general and Indonesia in particular shows the trend in an activity that many of them leave the values or ethics of Islam

² Muhammad Saefullah, "Etika Bisnis Dalam Praktek Bisnis Rasulullah", *Journal of Walisongo*, No 19 (1 May 2011), p.128.

³ The Internet is "a global network of computer net-work, or very large computer networks in the form of small networks that exist around the world are connected to each other. Muhammad, *Etika Bisnis Islam* (Yogyakarta: Unit Penerbit dan Percetakan AMP YKPN, 2004), p.220.

⁴ Muhammad, *Etika Bisnis Islam*...p.221.

in doing their business. The Prophet once said that trading business is a land that most bring blessings, but it should be examined again that business practices which should be done by every people comply with match the Islamic teachings which have limitations.⁵

The pillars of selling are:

- 1) The existence of a seller (*bai'*)
- 2) The presence of the purchaser (*mustari*)
- 3) *Ijab* (speech from the seller I sell) and *Qabul* (speech from the purchaser I bought) is the shape *sighat*,⁶ in selling.
- 4) The existence of the sold or traded goods (*ma'qud alai*).⁷

Terms of Sale:

- 1) The existence of means between seller and purchaser over the will of its own, not because of the force of others.
- 2) Seller and purchaser are the person, who already reached puberty and maturity. Minimally has been otherwise (can distinguish between the good and the bad), may age of 7 years.
- 3) A seller is a person who has the goods to be sold or, as one who is represented to sell goods.
- 4) The goods that are sold are *mubah* (permissible) to be taken of benefits, not like selling *khamr* (intoxicating beverages), musical instruments, carcasses, dogs, pigs and others that can not be taken of benefits.
- 5) The sold goods or in the transaction of goods can be submitted. Because if the sold goods cannot be handed over to the purchaser then sell unauthorized purchasing.
- 6) The sold goods are something known by seller and purchaser, looking at it or tell the nature of the goods so as distinguish with the other.
- 7) The supplied goods must be obtained through lawful halal way.⁸

⁵ *Ibid*,25-26.

⁶ "*Sighat*" is one that is propped up from a purchaser who gives money from the goods he wants to buy and a seller gives goods to the purchaser with the intention of the hearts of both parties to the occurrence of a contract, with the words deeds, gestures, and writing. Rachmat Syafei, *Fiqh Muamalah*, p.46.

⁷ *Ibid*, p.76.

⁸ Siti Mujiatun, "Jual Beli Dalam Perspektif Islam Salam Dan Istisna", *Journal Riset Akuntansi Dan Bisnis*, Vol.13. No. 2. (September 2013), p.205-206.

2. Selling and purchasing in E-Commerce

E-commerce is a mechanism for trading business on the internet or online where sellers and purchasers will conduct transactions in cyberspace.⁹ In the business world with limited capital use, especially in e-commerce businesses that aim to sell other people's products or focus on marketing. It was divided into 3 online business model that is were, Dropshipping, Affiliate and Reselling.

Affiliate marketing is an online business model that does not require capital in charge of recommending various products belonging to others to potential customers. Arguably the main task on the affiliate is finding the right market for the product you're marketing.¹⁰

Dropshipping is a way of doing business where goods retailer or retailer does not need to have its own stock. The retailer who runs businesses in this way is referred to as a dropshipper. Dropshipper only promotes goods from the supplier, if there are consumers who will purchase goods, stay order to dropshipper suppliers and the goods will be sent directly to the consumer with the sender's name as a dropshipper.¹¹

Reselling is a selling and purchasing system contained in one individual or company to purchase goods to the other party for resale, which uses ready stock system.¹²

3. Dropship practice mechanism

When purchaser want a certain type of goods, purchaser will contact someone who thinks it can provide the goods that purchaser want (this becomes the first stage). The person will then provide the items required by the purchaser.

In essence, with this mechanism, when the purchaser contacts the person (dropshipper), (dropshipper) will contact the provider of

⁹ Arrum Prmesti, et. al, "Perancangan E-Commerce Express Order System For Reseller Dropshipper Menggunakan Hypertext Preprocessor", *Journal Votenika*, No.2. (2 December 2014), p.13.

¹⁰ Jefferly Helianthusonfri, *Affiliate Marketing Modal Dengkul*, (Jakarta: PT Elex Media Komputindo, 2016), p.6.

¹¹ Agustin Dyah Utami dan Ramadian Agus Triyono, Pemanfaatan Blackberry Sebagai Sarana Komunikasi Dan Penjualan Batik Online Dengan Sistem Dropship Di Batik Solo 85, *Journal of Speed, Sentra Penelitian Engineering dan Edukasi*, volume 3. (March- 2011), p.36.

¹² Wahana Komputer, *Membangun Usaha Bisnis Dropshipping*, (Jakarta: PT Elex Media Komputindo), p.13.

goods or services desired by the purchaser along with sending the data for delivery of goods (this becomes the second stage).

Provider of goods or services (Supplier) will deliver the goods or services to the purchaser on behalf of the intermediary (this becomes the third stage).

However, there are times when the purchaser does not realize that the contacted party is an intermediary since the name of the shipper is the name of the intermediaries.¹³

In sales schemes using dropship, there is a flow of money like:

1. First Money from purchaser to seller (intermediary)

The money sent from the purchaser to the dropshipper is at the price of the goods that have been set by the dropshipper and the postage. In the price of the item is included with the advantage for the dropshipper.

2. Second Money from dropshipper to provider of goods or services suppliers

The money sent from the dropshipper to the suppliers is equal to the price of the goods stipulated by the suppliers and the cost of shipping the goods to the purchasers address.

The dropshipping business model has two conditions:

- 1) Shop or supplier as a supplier of goods of production and as goods sender.
- 2) Dropshipper as a face-to-face seller to a purchaser at the price of the dropshipper itself or the price of the supplier and dropshipper deal.

Dropship is a commercial technique in which the seller does not store the stock of goods to be sold but the seller will take orders from a customer and forward the goods that have been ordered to the distributor or supplier. After that, the supplier will forward the item with the name of the seller so as if the goods sent came from a personal store that has a complete stock of goods. Thus, the advantage of being a dropshipping agent.¹⁴ It can be concluded that the main task in the dropship system is to find a purchaser by way of offering or promoting a product that comes from a supplier to the purchaser with a tool in the form of catalogs, and photographs of products

¹³ Hanik Susilawati Muamarah, Aspek Pajak Dalam Skema Penjualan Dengan Dropship, *Journal Pajak Indonesia*, vol.1, no.1, (2017), p.4.

¹⁴ Norliza Abu Bakar, *Buat Duit dengan Dropship*, (Kuala Lumpur: BS Print, 2016), p.xv.

that have been owned and then forwarded to the manufacturer, this makes dropship much in demand because in terms of dropshipping offenders make a profit with no need for capital to start a business, while for producers can be a tool that can lighten it in the marketing of goods, because in general, the seller does not care who the real purchaser, for those most important products sold in the market.¹⁵

DISCUSSION

DROPSHIP SELLING MECHANISM ON THE VIEW OF ISLAMIC ECONOMICS LAW

1. Overview of Dropship Sale and Purchase Mechanism in the Online Business on the View of Islamic Economic Law

In practice of selling and purchasing obligations to keep halal law and its haram, a business object must remain considered, including in business based online, considering Islam forbade the outcome of commerce or business derived from unlawful services.¹⁶ As stated in the prophetic tradition, Muhammad SAW says.

إِنَّ اللَّهَ تَعَالَى إِذَا حَرَّمَ شَيْئًا حَرَّمَ تَمَنَّهُ

"Allah, when He has forbidden something, surely He also forbids the proceeds of the sale"(Narrated by Ad Daruquthni and Ibnu Hibban).¹⁷

- a) Dropshipping Viewed on the Pillars of Contract in Selling and Purchasing
 - a. Seller: Where a person must own an item or get permission to sell it.
 - b. Purchaser: The person who can act, in the sense not from the insane person, or the child who has not *baligh*.
 - c. Items sold: Goods sold must be goods that can be traded, clean, and can be given to the purchaser.

¹⁵ Catur Hadi Purnomo, *Jualan Online Tanpa Repot Dengan Dropshipping*, (Jakarta: Pt Elex Media Komputindo, 2012), p.2-3.

¹⁶ Muhammad, "Bisnis Online dapat mengsejahterkan umat?" *Pengusaha Muslim, Majalah Pintar Pengusaha muslim*, edition.31, p.22.

¹⁷ Abu Daud Sulaiman, *Sunan Abu Daud*, Departement of Wakaf Mesir to University of Islamic, (Al-mukniz: Dar Al-Kutub Al-arabiah), p.2.

d. The language of the Agreement: It is the submission (*Ijab*) and acceptance (*qabul*) with the word.¹⁸

b) Dropshipping Viewed on the Terms of Contract Sale and Purchase

1) Terms *in'iqad* (occurrence *akad*)

a. Terms relating to *aqid* (the person making the contract)

In practice, dropship does not know the age everyone can do it no matter he is not *mumayyiz*, on the practice of dropship anyone can run it either from students, students, housewives, employees, teachers, and other general public who do not have to have the expertise or education special, and not time bound.¹⁹

b. Terms relating to the contract itself

In this condition that *qabul* must be in accordance with the simple permission of a purchaser must receive goods in accordance with what is in *ijab*.²⁰

c. Terms relating to the place of the contract

Terms of sale and purchase should also be done in one assembly, in this condition the dropship transaction has been fulfilled due to dropship transactions conducted in one assembly of online media and the same desire to transact.

d. Terms relating to the object *akad* (*ma'qud 'alaih*)

Objects of goods sold in dropship transactions are included in *mutaqawwim mall* (goods that can be taken benefit), and goods can be handed over.²¹

2) Legal terms of the trading contract

Basically, all forms of legal selling and purchasing legally if the sale and purchase are pillars and the conditions have been met. However, Islam forbids selling and purchasing containing elements of Unclear (*jahalah*), coercion (*al-ikrah*), time-limitations (*at-tauqit*), deception (*gharar*), harmfulness, and destructive conditions.²²

¹⁸ Yulia Kurniaty dan Heni Hendrawati, Jual Beli Online Dalam Perpektif Hukum Islam, *Journal of Transformasi Informasi and Pengembangan Iptek*, p.67.

¹⁹ Catur Hadi Purnomo, *Jualan Online Tanpa Repot...* p.6.

²⁰ Ahmad Wardi Muslich, *Fiqh Muamalah...*p.189.

²¹ Rozanlida, *Fikih Ekonomi Syariah Prinsip dan Implementasi pada Sektor Keuangan Syariah*, (Jakarta: Raja Grafindo, 2016), p.67-68

²² *Ibid*, p.190.

3) Terms of continuity of sale and purchase (*terms nafadz*)

The right of ownership is an item in a which they are entitled to exploit the item while not impeding *syar'i* in the dropship transaction. A dropshipper has not the right to receive a good that has not been received, only to the extent of ordering.

The right of authority is the right of power that exists within religion to carry out a transaction and the absence of the property of another person to an object to be sold. Because in the dropship of goods traded is still in the power of a third party or company that makes the goods which are sold has not become the property of the seller or the dropshipper, as mentioned in the hadith of the prophet Muhammad SAW :

عَنْ حَكِيمِ بْنِ حِزَامٍ قَالَ يَا رَسُولَ اللَّهِ يَا تَبِئَنِي الرَّجُلُ فَيُرِيدُ مِنِّي الْبَيْعَ لَيْسَ عِنْدِي أَفَأَتْبَعُهُ لَهُ مِنْ السُّوقِ فَقَالَ : لَا تَبِعْ مَا لَيْسَ عِنْدَكَ

“From Hakim bin Hizam, «He said to the Messenger of Allah, «O Messenger of Allah, there are people who come to me, The person wants to hold sale and purchase transactions with me, items that I do not have. May I buy certain items that he wants in the market after transacting with the person? Then, the Prophet said, Do not you sell goods you do not yet have”(Narrated by Abu Daud).²³

So also in the Hadith narrated by Hakim bin Hizam by Imam Ahmad. Ibn Hizam said:

قُلْتُ : يَا رَسُولَ اللَّهِ ! إِنِّي أَشْتَرِي بِيُوعًا ، فَمَا يَحِلُّ لِي مِنْهَا ، وَمَا يُحَرِّمُ عَلَيَّ ؟ ، قَالَ : " يَا ابْنَ أَحِي ! إِذَا اشْتَرَيْتَ مِنْهَا بَيْعًا ، فَلَا تَبِعْهُ حَتَّى تَقْبِضَهُ " .

“I asked, O Messenger of Allah I have bought some selling then which of them is lawful for me and which is haram? He replied If you buy something, then do not sell it until you receive it”(Narrated by Ahmad).²⁴

This is like a dropship scheme that often happens in a online businees where a purchaser buys a certain item to the dropshipper and then dropshipper orders to the supplier in wholesaler or in unit which later the supplier will send the item to the purchaser on behalf of the dropshipper, in this scheme the dropshipper sells the goods to purchasers, even though the goods sold still belong to the supplier,

²³ Abu Daud Sulaiman, *Sunan Abu Daud*,...p.302

²⁴ Ahmad Ibn Rosyad Al-Qurtubi, *Bidayah Al-Mujtahid wa Nihayah Al-Muqtashid*, (Baiyru: Dar Al-Kutub, 2004), p. 215.

because the goods have not changed hands to dropshipper, this is a problem that is selling goods that have not owned.

4) Terms binding (condition *luzum*)

In this condition there is no attachment so that purchaser is difficult to do *khiyar* in dropshipping transaction if there is any transaction which is not in accordance with agreed agreement.

In Islam, if an act is still disputed halal or haram it, it should be viewed from its harmful and its benefits. The prohibition against something happens because of its ugliness and *mudharat*.²⁵ This can be a reference to all of us because of the vastness of badness and harm in dropship transactions.

2. Dropship Mechanism is Reviewed on the Kind of Contract in Selling and Purchasing

a. *Salam*

Sale and purchase *salam* is a sale and purchase where the goods traded is not available at the time of transaction is made with the ordering system and the purchaser make the upfront payment, while the goods will be delivered in the future. Whereas according to the Compilation of Islamic Economic Law (KHES) regarding general provisions of Article 20 paragraph 35 *Salam* is a financing service related to the sale and purchase of the payment carried out simultaneously with the ordering of goods.²⁶

To conduct a transaction with a dropship mechanism with a payment "*salam*" agreement must be made in cash should not be postponed or debt due if the delayed payment will be a sale and purchase of debt with debt that is definitely unlawful.

In the dropship mechanism, the seller promotes the product through the website and social networking here. The dropship agent must explain the condition of the goods according to the criteria clearly, such as the type, size, weight, quantity, etc, as well as the previously mentioned in the course mentioning this criterion aims to confirm the goods and services by the parties, the seller will check

²⁵ Yusuf Qardhawi, *Halal dan Haram dalam Islam*, Trans. Wahid Ahmady, (Solo: Era Intermedia, 2000), p.52.

²⁶ <http://www.fikihkontemporer.com/2016/04/kompilasi-hukum-ekonomi-syariah.html> Accessed in 21 April 2018, on 19.00.

on the suppliers along with the postage rate, then the consumer is required to pay the product in accordance with the price that the seller give to the consumer plus postage with cash in advance, here is the occurrence of a salam agreement between the seller as a dropshipper with the purchaser who ordered the goods with cash payment while the goods will be suspended, after the seller receives payment from the consumer, the seller forward the information to the ups and downs of the supplier according to the predetermined price and plus shipping cost to the purchaser.

Dropshipping using *salam* contract as well as according to Muhammad Arifin Badri stated that dropshipping sale is actually just a name but the practice is selling and purchasing *salam*. Where the sale and purchase of *salam* is a reservation with cash payment which payment practices are made in cash or advance payment, where the seller offers a description of a product clearly and completely although the seller does not have the goods which are then required to make cash payments this can be hinted selling and purchasing *salam*, although a seller does not have goods on his blog or personal web.²⁷

This is what makes the reason that a *salam* agreement can be made between merchants, not only between sellers and purchasers where a seller is able to bring in goods bought with the criteria and specifications of goods that have been agreed, and the conditions that must be done is payment in cash without payment gradually.

However, in the practice of dropship with the *salam* contract that has been described above, there are differences of opinion that is from madzhab syafii and majority of scholars. Where according to Syafi'i school of permissibility *salam* with cash on the condition that the goods are on the market, whereas according to the majority of the scholars of the Hanafi, Maliki and Hambali contract "*salam*" cash law is not allowed.

This is due to the distance and time between the salam and the delivery of the goods must be within the estimated time of different prices, with the aim of the wisdom of the covenant in which the purchaser will get a cheaper price, because the purchaser has handed cash in advance and the goods will be received in later day, if a covenant is done but there is no change in the price of goods then

²⁷ Yufid.TV, Bincang Santai Hukum dropshipping-Muhammad Arifin Badri, Abu Muadz Novianto, <https://www.youtube.com/watch?v=yEIHECfMKGQ> Accessed in 21 April 2018, on 19.45.

the *maqshad* disappears from the contract.²⁸ Because the goods sold in general are only 3 days and the longest one week in dropshipping transactions, and here the object that is traded does not change this price that causes it to not dropshipping with a *salam* agreement because regardless of the *maqshad* akad.

b. *Samsarah*

Samsarah is a term for people who work for other people for wages, both for the purpose of selling and also for the purposes of purchasing. *Samsarah* can also be interpreted as a broker, broker, or an intermediary if the contract is juxtaposed with a frequent dropship scheme.²⁹ Dropshipper will become a broker or intermediary basically must get a certainty of permission to marketing because in this contract dropshipper does not sell and purchase goods but only marketing, if any interested purchasers will be distributed to the owner of the goods, and wages will be obtained according to the performance of the intermediary is better because the dropshipper only helps to market not sell goods that have not owned.

Conditions to be met in the contract of *samsarah*:

- a) From the aspect of the goods sold must be clear and not including the forbidden goods, it depends on the owner of the related goods, must be a dropshipper looking for the owner of the right goods.
- b) From the aspect of the quality of a good should be honest, do not commit fraud, in general to get customers sometimes an intermediary often an exaggeration.
- c) The initial agreement on wages for brokers is a condition that must be met if the sale and purchase have been done, this is an income for dropshipper.³⁰

c. *Wakalah*

Wakalah means surrender, delegation, or it may be interpreted as surrendering the mandate of the owner to the person he or she believes. Meanwhile, according to Shiddieqy, *wakalah* is a contract

²⁸ Erwandi Tarmizi, *Harta Haram Muamalat Kontemporer*, first printed, (Bogor: PT Berkah Mulia Insani, 2012), p.305.

²⁹ Taquuddin an-Nabhani, *Membangun Sistem Ekonomi Alternatif*. Eighth Printed. (Surabaya: Risalah Gusti, 2009), p.78.

³⁰ Sapiudin Shidiq, *Fikih Kontemporer*, (Jakarta: Kencana Prenadamedia), p.265-268.

of the surrender of power which on that contract a person appoints someone else as his successor in acting.³¹ In the *wakalah* contract, it can be assumed that humans are truly social creatures that need each other, in other words, a human being will not be able to take care of his own affairs must be needed assistance from others. This can be attributed to the observation of the dropshipping mechanism in the *wakalah* contract which is the attachment of the suppliers who need to be promoted in an item, with the other side of the seller who needs an item to be transacted to the purchaser.³²

Prior to that, the author will associate with pillars and *wakalah* terms that must be met for continuity by using the dropshipping mechanism.

In the mechanism of dropship with *wakalah* contract the process begins with the request of suppliers as *al-muwakkil* against the dropshipper as *al-wakil* to conduct sales or marketing of an item to purchasers who are interested in a sought item, or vice versa where a dropshipper as *al-wakil* looking for a suppliers who are fit and willing to be used as *al-muwakkil* will be goods that will be traded, this it looks like with dropship model of guarantee where the dropship model guarantee a dropshipper who wants to cooperate or bind an agreement must be with the guarantee in the form of a deposit or open a joint account there is no fraud or mutual maintenance of each other between the supplier and the dropshipper, because in this practice if there is a registration fee or a requirement to become a dropshipper by paying money, with some facilities such as the dropship purchase model, this is prohibited because in contract *wakalah* not contract selling and purchasing but representing and in *wakalah* own *hikmah* mutual help so there is no money registration.

It can be concluded that the dropship mechanism with the *wakalah* contract is the occurrence of bond between the representative and *muwakkil* between the supplier and the dropshipper, and whenever a purchaser is interested in a product marketed by the dropshipper, then the goods first shipment from the supplier to the dropshipper, with delayed payment or cash is not anything because it has become *wakkil* and *al muwakkil* the most important is the receipt

³¹ Nurul Huda dan Mohamad Heykal, *Lembaga Keuangan Islam Tinjauan Teoretis dan Praktis*, Jakarta: Prenadamedia Grop, 2010), p.110.

³² https://www.youtube.com/watch?v=6X_xdvox-mg Inspiring miq shiddiq al jawi/hukum dropshipper Accessed in 21 April 2018, on 20.45.

of a certain item, if it has been accepted then do contract selling and purchasing to purchaser by cash with already received the goods.

Islam hints of *wakalah* contract because humans are essentially creatures that need each other. Not every person has the ability or opportunity to complete all his own affairs. On one occasion, a person needs to delegate a job to others to represent himself.

CONCLUSION

The transaction with dropshipping mechanism after reviewing from the aspect of the pillars sale and purchase according to the *Syariah* economic law has not enough fulfill, especially in terms of *ma'qud alaih* (object or goods transacted) so it could be concluded that there were two opinions, *Sharia* economic law in the dropshipping mechanism were:

1. The dropshipping mechanism was prohibited.

a. Practice selling and purchase with the dropship mechanism

In this scheme, the *rukun* in selling and purchase had been fulfilled but in the unlawful conditions of sale and purchase has not been fulfilled. When a customer had paid in cash to the perpetrators of the dropshipper who later the perpetrators of the dropshipper would also make payment in cash for ordering and shipping costs to suppliers, this what made the practice of dropship did not meet the terms *ma'qud alaih* (objects or goods transacted) so this was the practice of usury in the sale and purchase, due to the exchange of money between consumers to dropshipper and dropshipper to the supplier with the price difference paid into profit dropshipper.

b. Practice of selling and purchasing using the dropship mechanism using the *salam* contract scheme

In this case, it can be concluded that most of the scholars of the Hanafi, Maliki and Hambali, *salam* trades of legal cash was not allowed. This because the distance and time were between the contract *salam* and delivery of goods must be within the estimated time the price can be different or change, with the aim of the wisdom of the contract *salam*. Hence, the purchaser would get the price that was not expensive, and it because the purchaser had handed cash in advance and the goods would be received in the future, while

the seller got funds to be capital in managing the business, with the obligation to deliver goods ordered in accordance with the agreed. However, if a covenant was done but there was no change in the price of goods then the wisdom of the contract was lost. So, the mechanism of dropship by using a *salam* contract could be interpreted by selling goods that were not hers.

2. The allowed dropshipping mechanism.
 - a. Practice a dropship mechanism using an intermediate scheme or *samsarah*

Dropshipper would become an intermediary who basically must get certainty of permission to market an item. This was better because the dropshipper only helped to market not to sell the goods that had not be owned.

- b. Practice a dropship mechanism using a representative or *wakalah* scheme

It can be concluded that the dropship mechanism with *wakalah* contract was a relationship between the *wakkil* and *muwakkil* and it was between supplier and dropshipper. And, it by sending the goods first from the supplier to the dropshipper with delayed payments. Furthermore, if the goods had been received then the contract purchase agreement with the customer with cash and dropshipper who acted as the representative was allowed to send directly to consumers.

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