

## COMPARATIVE ANALYSIS OF SALAM, SAMSARAH, AND WAKALAH AS SHARIAH COMPLIANT MODELS FOR DROPSHIPPING TRANSACTIONS

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### Abstract

*This study proposes a new comparative fiqh framework to reassess the Sharī'ah legality of dropshipping practices by systematically mapping their business characteristics against the pillars and conditions of three classical contracts-Salam, Samsarah, and Wakālah-within the context of contemporary e-commerce and platform-based trade, which has not yet been comprehensively formulated in previous studies of fiqh al-mu'āmalāt. The research employs a qualitative approach using content analysis and literature review, focusing on classical and contemporary fiqh texts. The analysis applies muqāranah al-madhāhib, synthesized with maqāsid al-sharī'ah, through the methods of taḥqīq al-manāṭ and qiyās istinbāṭī. The findings indicate that although the dropshipping model is efficient in addressing capital and inventory constraints for micro, small, and medium enterprises (MSMEs), it fundamentally violates the principle of Bay' Mā Lā Yamlik (selling what one does not own) and is highly susceptible to gharar concerning ownership (milkiyyah), product specifications, and delivery time. Consequently, Sharī'ah law requires dropshippers to promptly convert their contractual status. This study proposes three Sharī'ah-compliant alternatives: Samsarah, Wakālah or Salam. The study concludes that Wakālah represents the lowest gharar-risk model and offers the most consistent framework for clarifying ownership, risk allocation, and contractual responsibility among the parties involved in the transaction chain.*

**Keywords:** Akad Salam, Akad Samsarah, Akad Wakalah, Dropshipping.

### Abstrak

Penelitian ini menghadirkan kerangka komparatif fikih yang baru untuk menilai ulang legalitas syariah praktik *dropshipping* dengan memetakan secara sistematis karakteristik bisnisnya terhadap rukun dan syarat tiga akad klasik (Salam, Samsarah, dan Wakalah) dalam konteks *e-commerce* dan perdagangan berbasis platform kontemporer yang belum dirumuskan secara sistematis dalam kajian fikih muamalah sebelumnya. Metode yang digunakan adalah kualitatif dengan analisis isi (*content analysis*) dan studi literatur yang berfokus pada telaah teks Fikih klasik dan kontemporer, Analisis menggunakan *muqaranah al-madhāhib*, disintesis dengan *maqasid syariah*, melalui teknik *taḥqīq al-manāṭ* dan *qiyās istinbāṭī*. Hasil penelitian menunjukkan bahwa model *dropshipping*, meskipun efisien dalam mengatasi masalah modal

dan stok bagi UMKM, secara fundamental melanggar prinsip *Bay' Ma La Yamlik* (menjual barang yang belum dimiliki) dan sangat rentan terhadap *Gharar* (ketidakpastian) terkait kepemilikan (*milkiyah*), spesifikasi produk, dan waktu pengiriman (*ajal*). Oleh karena itu, hukum syariah menuntut *dropshipper* segera mengonversi status akadnya. Tiga solusi syariah diusulkan: Akad Samsarah (makelar dengan komisi tetap), Akad Wakalah (agen resmi *supplier*), atau Akad Salam (jual beli pesanan yang dibayar tunai di muka). Implikasi penelitian ini adalah merekomendasikan Wakalah sebagai model paling minim risiko gharar, serta paling konsisten menjernihkan status kepemilikan, alokasi risiko, dan tanggung jawab akad di antara tiga pihak dalam rantai transaksi.

**Kata kunci:** *Akad Salam, Akad Samsarah, Akad Wakalah, Dropshipping*

## INTRODUCTION

Digital marketing plays a crucial role in modern business competition. Along with technological advancement and the rapid growth of internet and social media users in Indonesia, digital marketing has replaced traditional methods as the primary means of engaging customers and stimulating online purchasing interest.<sup>1</sup>

Advances in digital technology have brought about a fundamental transformation of the global economic structure. The emergence of the digital economy, or *gig economy*, signifies a substantial shift from conventional distribution systems toward digital platform-based ecosystems, enabling individuals to participate in economic activities simply by utilizing technological devices.<sup>2</sup> The development of the internet has reshaped societal behavior patterns and transformed business practices from traditional trading systems into digital-based business ecosystems.<sup>3</sup>

Entrepreneurs must adopt appropriate marketing strategies to capture market opportunities and increase sales performance.<sup>4</sup> Digital marketing represents an efficient strategy that leverages technology to communicate with customers and achieve sales targets. Its advantages include direct customer engagement, ease of transactions, and enhanced business readiness, thereby offering significantly greater profit potential compared to businesses that fail to adopt digital marketing strategies.<sup>5</sup>

In online business, the main challenge for small-capital entrepreneurs lies in the need for substantial capital to maintain product stock and the narrow profit margins caused by double shipping costs (from supplier to seller, and then to the customer). To address issues of capital and inventory, the dropshipping system emerged. Dropshipping is a sales method in which the seller (dropshipper) promotes products using the supplier's images and focuses solely on attracting customers. The seller does not physically store the products; instead, the goods are

<sup>1</sup> R. W Anjani, "Implementasi Digital Marketing Dalam Mengembangkan Strategi Bisnis Digital Di Era Transformasi Digital," *INTERDISIPLIN: Journal of Qualitative and Quantitative Research* 1, no. 1 (2024): 29–40.

<sup>2</sup> Schweltnus Cyrille, Assaf Geva, Mathilde Pak, Rafael Veiel "Gig economy platforms: Boon or bane?," *OECD Economics Department Working Papers*, No. 1550 (2019) OECD Publishing, Paris

<sup>3</sup> Menaouer, Brahami, et al. "The Role of Drop Shipping in E-Commerce: The Algerian Case," *International Journal of E-Business Research (IJEER)* 17, no.4: 1-19.

<sup>4</sup> N Fitria, L., Lubis, F. A., & Nurbaiti, "Analisis Strategi Digital Marketing Dalam Meningkatkan Penjualan Bisnis Online Pada Suhada Grup.," *Jurnal Manajemen Pendidikan Dan Ilmu Sosial* 5, no. 3 (2024): 212–23.

<sup>5</sup> C Manurung, W. O., Annisah, T., Syafrina, I., Pramita, N., & Tan, "Implementasi Strategi Digital Marketing Dan Manajemen Operasional Pada UMKM 2Nailhouse Kota Batam.," *Jurnal Mirai Management* 8, no. 1 (2023): 327–33.

shipped directly by the supplier on behalf of the dropshipper. Under this model, buyers interact exclusively with the dropshipper without knowing the original supplier.<sup>6</sup>

Dropshipping has become one of the most popular distribution strategies and has shown exponential growth in global e-commerce. The global dropshipping market is projected to reach USD 557.9 billion by 2025, reflecting its widespread adoption. Its primary advantage lies in operational flexibility and significant business opportunities, especially for UMKM, as it allows entrepreneurs to operate without large capital investment in inventory.<sup>7</sup> Dropshipping is a retail model in which online stores do not hold stock; rather, orders are forwarded directly from suppliers to consumers. While this model is efficient for UMKM, it is also vulnerable to stock uncertainty.<sup>8</sup>

Despite its efficiency in digital business, the dropshipping model has become a subject of debate in Islamic jurisprudence,<sup>9</sup> It has generated controversy within Islamic law (*Fiqh Mu'āmalah*) due to its potential to contain significant elements of *gharar* (uncertainty).<sup>10</sup> *Zulm* (injustice) is considered a major factor that undermines economic activities and leads to unlawful transactions; therefore, every sale and purchase must be conducted with ethical consideration and caution.

The primary forms of uncertainty in dropshipping include ambiguity in product specifications (*al-ma'dūm*), issues of ownership (*milkiyyah*) prior to the final transaction, and uncertainty regarding delivery time (*ajal*). The presence of substantial *gharar* poses a serious challenge, as it may invalidate the contract according to some ulama,<sup>11</sup> thereby raising questions about the Shari'ah compliance of this business model.

The debate over the legal validity of dropshipping has become increasingly critical alongside its rising popularity among Muslim entrepreneurs.<sup>12</sup> Data from iPrice Group (2023) indicate that 37% of e-commerce actors in Indonesia use the dropshipping system, with an annual growth rate of 15%.

Furthermore, according to data from Grand View Research, a San Francisco-based market research and consulting firm, the global dropshipping market was valued at USD 225.99 billion in 2022 and is projected to record a compound annual growth rate (CAGR) of 23.4% from 2023 to 2030. The report analyzes dropshipping market size, share, and trends by product type for the period 2023–2030, and classifies global market growth across major regions, including North America, Europe, Asia Pacific, Latin America, the Middle East, and Africa. Within this framework, Indonesia is included in the Asia Pacific region.<sup>13</sup>

These figures clearly underscore the urgency of conducting in-depth studies to ensure that dropshipping sales contracts comply with Islamic principles in the digital era.<sup>14</sup>

Although the dropshipping business model offers exceptionally high operational efficiency in digital commerce, it currently faces a serious legal challenge from the perspective

<sup>6</sup> Ahmad Alvin Adriansyah, "Implementasi Strategi Bisnis Digital Terhadap Bisnis Dropshipping," *Jurnal Ilmiah Nusantara (JINU)* 2, no. 1 (2025): 253–54.

<sup>7</sup> Y. Chen, L., & Wang, "E-Commerce Business Models: A Comparative Study of Dropshipping and Traditional Retail," *Journal of Digital Commerce* 12, no. 3 (2021): 45–62.

<sup>8</sup> Nayeon Kim, "Inventory availability commitment under uncertainty in a dropshipping supply chain," *European Journal of Operational Research* 302, no. 3 (2022): 1155-1174

<sup>9</sup> hasanudin lutfhi chakim, nur hidayah, "Fatwa, Authority, and Digital Trade: A Critical Legal-Discursive Analysis of Dropshipping Ruling in Indonesia and Egypt," *Jurisdictie: Jurnal Hukum Dan SYariah* 16, no. 1 (2025).

<sup>10</sup> W Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*, 1st ed. (Dar al-Fikr, 2003).

<sup>11</sup> Ibn Qudamah, *Al-Mughni*, 4th ed. (Beirut: Dar Alam al-Kutub, 1997).

<sup>12</sup> Islamic Fiqh Academy, "Resolution on Contemporary Financial Issues" (OIC Fiqh Academy., 2020).

<sup>13</sup> "Dropshipping-Market," 2024, <https://www.grandviewresearch.com/Industry-Analysis>.

<sup>14</sup> Fithriana Syarqawie, "Jual Beli Sistem Dropship: Antara Peluang Bisnis Dan Gharar Yang Terlarang," *Indonesian Journal of Islamic Jurisprudence, Economic and Legal Theory* 3, no. 1 (2025): 961–69.

of *Fiqh Mu'amalah*. The core issue lies in its potential violation of a fundamental Islamic principle<sup>15</sup> namely *Bay' Ma La Yamlik* (selling goods that one does not own).<sup>16</sup> Without the formulation of a robust Shari'ah legal foundation, the implications are far-reaching: millions of dropshipping transactions conducted by Muslim entrepreneurs and consumers risk being classified as *fāsīd* (invalid) under Shari'ah, which would ultimately generate widespread doubt and significant *gharar* (uncertainty) within the e-commerce ecosystem.<sup>17</sup>

Therefore, a serious and in-depth effort of *ijtihad* (legal reasoning) is required. The objective is to map and adapt contractual models already recognized in Fiqh in order to provide a sound legal solution. Muslim scholars and institutions are confronted with an urgent question: how to reconcile foundational legal doctrines with the realities of contemporary markets.<sup>18</sup> Three contractual frameworks are considered as potential Shari'ah-compliant solutions:

1. Salam Contract (Akad Salam): Permits the sale of goods that do not yet exist, provided that the specifications are clearly defined and full payment is made in advance.
2. Samsarah Contract (Akad Samsarah): Positions the dropshipper as an intermediary agent (broker) who sells services only, thereby rendering commission (*ujrah*) legally permissible.
3. Wakālah Contract (Akad Wakālah): Assigns the dropshipper the role of an authorized agent (*wakīl*) of the supplier (or the consumer) to purchase goods on their behalf.

The current urgency lies not merely in issuing rapid legal opinions, but in identifying the contractual framework that entails the lowest risk of *gharar* (uncertainty) and *ḍamān* (liability). This effort is essential to ensure that highly promising e-commerce activities can continue to operate in harmony with Islamic principles.

Unlike previous studies that tend to be partial and descriptive, such as Fauzia (2015) in *Islamica*.<sup>19</sup> which only analyzes wakālah and samsarah as responses to claims of illegality without systematically comparing them with the salam contract or identifying specific matrices of *gharar* (*milkiyyah*, *ajal*, and product specifications) within platform-based dropshipping; Khairuddin (2021) in *Madan*<sup>20</sup> who highlights salam as a single solution without critically evaluating the shift of *dhaman* risk to the dropshipper or the limitations of upfront payment in e-commerce; and Asari (2022) in *Azzarqa*<sup>21</sup> who proposes wakālah bil *ujrah* for reselling without analyzing the structural weaknesses of samsarah related to variable commissions and platform transparency this study addresses a crucial research gap by developing the first integrated comparative fiqh framework based on an analytical matrix that explicitly maps three dimensions of fiqh risk (*Bay' Mā Lā Yamlik*, multidimensional *gharar* related to ownership/stock, object specifications, delivery time/*ajal*, and the allocation of *dhaman*) against the pillars and conditions of the three contracts (Salam, Samsarah, and Wakālah) within the

<sup>15</sup> Busari, S.A., Aminu, S.O., Zakariyyah, H. "Drop Shipping in the Supply Chain: Fiqh Perspective". In: Alareeni, B., Hamdan, A., Elgedawy, I. (eds) *The Importance of New Technologies and Entrepreneurship in Business Development: In The Context of Economic Diversity in Developing Countries*. ICBT 2020. Lecture Notes in Networks and Systems, vol 194. 629-644 (2021) Springer, Cham.

<sup>16</sup> Muksin, "Jual Beli Online Dropshipping Dalam Prespektif Fiqih Muamalah Kontemporer," *Jurnal Ekonomi Syariah Darussalam (JESDAR)* 5, no. 1 (2024).

<sup>17</sup> Siswadi, "Jual Beli Sistem Driopshipping Menurut Prespektif Fiqih Muamalah (Study Kasus Pada Toko Etalase Hijab Sendangagung)," *AL Maqashid: Journal of Economics and Islamic Business* 2, no. 2 (n.d.).

<sup>18</sup> Cemil LiV, "Stoksuz E-Satış (Dropshipping) Modelinin İslâm Hukuku Açısından Tahlili," *Hitit İlahiyat Dergisi* 22, no. 2 (2023),

<sup>19</sup> Fauzia, Ika Yunia. 2015. "Akad Wakālah Dan Samsarah Sebagai Solusi Atas Klaim Keharaman Dropship Dalam Jual Beli Online". *Islamica: Jurnal Studi Keislaman* 9 (2), 323-43.

<sup>20</sup> Khairuddin Khairuddin, Wahyu Abdul Jafar. 2021 "Dropshipping on Sale Transactions of Sharia Economic Perspective". 25 (2): 123-140.

<sup>21</sup> Asari, Aang, and Ni'mah Zaidah. 2022. "Dropshipping and Reselling Studies in Muamalat Fiqh". *Az-Zarqa': Jurnal Hukum Bisnis Islam* 14 (1): 131-50.

context of contemporary dropshipping. Through quantitative risk-profile evaluation, this framework establishes *Wakālah* as the optimal model, representing a holistic approach that has not previously been articulated in the literature.

This study aims to analyze the characteristics of dropshipping and systematically compare them with the pillars and conditions of three alternative contracts (Salam, Samsarah, and *Wakālah*). The objective is to recommend the most ideal fiqh-based contractual model with the lowest gharar (uncertainty) risk, ensuring that e-commerce practices operate in harmony with Islamic principles.

## METHOD

This study employs a qualitative approach using content analysis and an in-depth literature review of classical and contemporary fiqh primary sources. The selected texts are based on criteria of representation of the four major Sunni schools of law, explicit discussion of the 'illat of gharar and dhaman, and direct relevance to transactional jurisprudence. The sources include Hanbali representations (*Al-Mughnī* by Ibn Qudāmah), Maliki (*Bidāyat al-Mujtahid* by Ibn Rushd), Shafi'i (*Al-Majmū'* by al-Nawawī), and Hanafi (*Badā'i' al-Şanā'i'* by al-Kāsānī; *Fath al-Qadīr* by Ibn al-Humām), supplemented by contemporary syntheses (*Al-Fiqh al-Islāmī wa Adillatuhu* by al-Zuhaylī) and fatwas issued by *Majma' al-Fiqh al-Islāmī*.

The analytical framework adopts a *muqāranah al-madhāhib* approach to map the positions of the schools regarding dropshipping: the Maliki–Hanbali position prohibiting bay' mā lā yamlik categorically, the Hanafi position permitting wakālah, and the Shafi'i position conditionally permitting salam. This is followed by a synthesis grounded in *maqāṣid al-sharī'ah*, particularly *ḥifẓ al-māl*. The analysis employs *tahqīq al-manāṭ* (verification of legal rationale), *qiyās istinbāṭī* (analogy concerning supplier ownership/milkiyyah), and a quantitative risk matrix to systematically evaluate *Wakālah* as the optimal contractual model.<sup>22</sup>

## RESULTS AND DISCUSSION

In the business context, dropshipping refers to an operational model in which a seller (the dropshipper) markets and sells products to consumers without owning or physically holding inventory. Under this mechanism, full responsibility for inventory management and direct delivery to customers rests with the supplier.

Essentially, the dropshipper functions solely as an intermediary who facilitates transactions between consumers and suppliers. This model differs fundamentally from conventional reselling, in which resellers are required to purchase and take ownership of the goods prior to sale. As a consequence, the dropshipping model creates a significant legal gap concerning product ownership at the time the sales contract with the consumer is concluded.

Each dropshipping transaction involves three primary parties: the supplier (the owner of the goods), the dropshipper (the product marketer), and the consumer (the final buyer).<sup>23</sup> Although this transactional chain appears straightforward, the transparency of legal relationships among these parties often raises challenges. The most common issue concerns the determination of responsibility when problems arise related to product quality or delivery. This issue has become a central point of debate, particularly among religious institutions.<sup>24</sup>

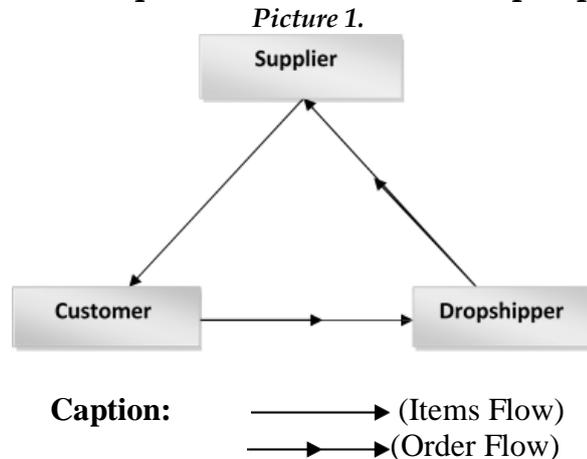
<sup>22</sup> J. W. Creswell, *Research Design: Qualitative, Quantitative, and Mixed Methods Approaches*, ed. 4 (SAGE, 2014).

<sup>23</sup> "Dropshipping Market Size Report."

<sup>24</sup> Islamic Fiqh Academy, "Resolution on Contemporary Financial Issues."

The sales flow in dropshipping is relatively simple: the customer makes payment to the dropshipper; the dropshipper then forwards the payment and order details to the supplier. subsequently,<sup>25</sup> he supplier ships the product directly to the customer. Structurally, this system involves three key actors: the buyer, the supplier (as the owner of the goods), and the dropshipper (as an intermediary). The following diagram illustrates the sales flow:

### Identification of Fiqh-Based Risks in the Dropshipping Model



#### Identification of Fiqh Risks in Dropshipping

Although operationally efficient, dropshipping faces an urgent legal legitimacy crisis within *Fiqh Muamalah*. The primary sharia-related challenge lies in the failure to fulfill the requirement of ownership (*milkiyah*). In many dropshipping transactions, the goods remain under the control of the supplier at the time the sale contract is concluded. The absence of ownership or full legal authority over the goods may render the sales contract invalid under Islamic law.<sup>26</sup>

Another major legal challenge arises from the presence of *gharar* (uncertainty). In dropshipping, *gharar* commonly emerges from uncertainty regarding supplier stock availability and discrepancies in product specifications, such as size, color, or quality. In online transactions, buyers rely solely on images and descriptions, which often fail to accurately represent the actual condition of the goods.<sup>27</sup> Such discrepancies frequently lead to disputes, customer complaints, and difficulties in post-transaction resolution processes, including returns and refunds.<sup>28</sup> Empirical data indicate that approximately 35% of consumer complaints in e-commerce are related to mismatches between products and promotional images, while 42% of e-commerce complaints in Southeast Asia stem from inconsistencies between products and their descriptions.<sup>29</sup>

In *Fiqh*, this condition is classified as *gharar fāhish* (excessive uncertainty), which is explicitly prohibited due to its potential to cause harm and injustice to consumers.<sup>30</sup>

<sup>25</sup> Mohammad Jauharul Arifin, "Keabsahan Akad Transaksi Jual Beli Dengan Sistem Dropshipping Dalam Perspektif Ekonomi Islam," *Lisyabab Jurnal Studi Islam Dan Sosial*, vol. 1, 2020, <https://lisyabab-staimas.e-journal.id/lisyabab>.

<sup>26</sup> Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*.

<sup>27</sup> Islamic Fiqh Academy, "Resolution on Contemporary Financial Issues."

<sup>28</sup> M.FuadHadziq Khusnul Khotimah MuhammadTaufiq, "Analysis of The Implementation of The Salam Contract in TheMarketplace: A Critical View of Buying Orders on Shopee," *Iqtishadia: Jurnal Ekonomidan Perbankan Syariah* 11, no. 2 (2024).

<sup>29</sup> Syarqawie, "Jual Beli Sistem Dropship: Antara Peluang Bisnis Dan Gharar Yang Terlarang."

<sup>30</sup> Al-Zuhayli, *Financial Transactions in Islamic Jurisprudence*.

Beyond product specification issues, uncertainty regarding delivery time (*ajal*) constitutes another significant source of *gharar* in dropshipping transactions. Islamic law explicitly requires clarity regarding the timing of delivery. However, dropshippers are often unable to guarantee delivery schedules because they rely entirely on third parties, namely suppliers and logistics providers. In Islamic jurisprudence, the time of delivery must be clearly specified and mutually agreed upon within the contract to avoid *gharar*. Transactions lacking certainty in delivery time may therefore be considered to contain substantial *gharar*, potentially invalidating the contract. Since dropshipping inherently depends on third parties, sellers lack full control over delivery estimates, increasing the risk of delays particularly in cross-border transactions with complex distribution chains.<sup>31</sup>

### Identification of Fiqh Risks in Dropshipping

Table 1.

Form of Gharar	Description of the Issue	Fiqh Consequences
Product Specification Mismatch	The dropshipper cannot guarantee product availability or quality consistency with promotional images (42% of consumer complaints in Southeast Asia relate to this issue).	Classified as <i>gharar fāḥish</i> (excessive uncertainty), which may invalidate the contract
Uncertainty of Stock / Ownership	The goods remain under the supplier's control at the time of contract formation. The Maliki and Hanbali schools explicitly prohibit this practice.	Violates the ownership requirement ( <i>milkiyah</i> ); the contract is potentially invalid
Uncertainty of Delivery Time	The delivery time ( <i>ajal</i> ) cannot be guaranteed due to full dependence on third parties (suppliers/logistics providers).	Contains significant <i>gharar</i> that may invalidate the contract if delivery time is uncertain

In the Hanbali and Maliki Madzhab, Ibn Qudāmah states in *Al-Mughnī* (5/155): لَزِمَ الْبَائِعُ قَبْضَ الْمَبِيعِ قَبْلَ الْبَيْعِ لِسَدِّ ذَرْبَةِ الْغَرَرِ وَدَلَامِ الْغَرَرِ قَبْضُ “the seller is required to take possession of the sold item prior to the sale in order to block the means leading to *gharar* and dispute,” قَبْضُ حَقِيقِي لَا حُكْمِي فِي الْمَعْدُومِ لِأَنَّهُ غَرَرٌ وَفَسَادٌ “real possession (*qabd ḥaqīqī*) is required, and constructive possession (*qabd ḥukmī*) is not valid for non-existent goods, as this constitutes *gharar* and renders the contract invalid.” Similarly, *Al-Mudawwanah al-Kubrā* records (Ibn ‘Abd Rabbih, 10/189): مَنْ بَاعَ مَا لَيْسَ عِنْدَهُ فَهُوَ غَرَرٌ فَاجْتَنِبْ يُبْطِلُ الْعَقْدَ: “Whoever sells what he does not possess commits *gharar fāḥish* (excessive uncertainty) that invalidates the contract.”

Both the Hanbali and Maliki Madzhab therefore consider the sale of goods not yet possessed by the seller to constitute *gharar fāḥish* (destructive uncertainty), which automatically invalidates the contract, based on three main grounds. First, the explicit legal cause (*‘illah zāhirah*) is its direct contradiction of the prophetic tradition: لَا تَبِيعُوا مَا لَيْسَ عِنْدَكُمْ (Abū Dāwūd, 3503). Second, the principle of *sadd al-dharā’i* is applied to prevent potential *ḍamān* (disputes and liability conflicts) between contracting parties. Third, the ruling is derived from definitive textual evidence (*naṣṣ lafẓī maqṭū’*), where the requirement of *qabd ḥaqīqī* cannot be reinterpreted as *qabd ḥukmī*.

<sup>31</sup> M Obaidullah, *Islamic Commercial Law* (IRTI-IDB., 2028).

In contrast, within the Syafi'i Madzhab, Imām al-Nawawī states in *Al-Majmū' Sharḥ al-Muhadhdhab* (9/234): وَالْعَرُزُ الْبَيْعُ جَائِزٌ فِي الْبَيْعِ إِذَا كَانَ مَعْلُومَ الصِّفَةِ وَالْجِنْسِ وَالْكَوْمِيَّةِ وَالْأَجَلَ قِيَاسًا عَلَى "This passage affirms that *gharar yasir* (minor uncertainty) is permissible in sales when the object's specifications, type, quantity, and delivery time are clearly defined, by analogy (*qiyās*) with the *salam* contract, which involves selling goods not yet in the seller's possession but is permitted based on Qur'anic evidence". Furthermore, within the Hanafi Madzhab, Imām al-Kāsānī explains in *Badā'i' al-Ṣanā'i'* (5/189–190): قُوَّةُ الْوَكِيلِ قَبْضٌ حُكْمِيٌّ لِلْمُسْتَنْرِي وَالْبَائِعِ قِيَاسًا عَلَى وَكَالَةِ النَّبِيِّ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أُرْوَةٌ بِنَ أَبِي الْجَعْدِ فِي شِرَاءِ الْعَنَمِ This establishes that the authority of an agent (*wakīl*) constitutes *qabd ḥukmī* for both buyer and seller, by analogy with the Prophet's delegation of 'Urwah ibn Abī al-Ja'd in purchasing livestock, as reported in Ṣaḥīḥ al-Bukhārī (2195). Likewise, Imām al-Marghīnānī states in *Al-Hidāyah fī Sharḥ Bidāyat al-Mubtadī* (2/145): الْوَكِيلُ قَابِضٌ بِالْحُكْمِ عَنِ "This confirms that a *wakīl* may legally assume constructive possession (*qabd bil-ḥukm*) on behalf of the principal (*muwakkil*) in all matters delegated to him".

Conclusion. The Shāfi'i Madzhab tolerates minor *gharar* (*gharar yasir*) in *bay'*-based dropshipping provided that essential conditions are fulfilled, namely clear digital specifications, which are analogized (*qiyās*) to the validity of the *Salam* contract. The effective cause (*'illah*) lies in the permissibility of selling goods not yet physically available, as long as the requirements of *jins* (type), *ṣifah* (specifications), *kammiyyah* (quantity), and *ajal* (delivery time) are clearly defined.

Similarly, the Hanafi Madzhab legitimizes dropshipping by analogizing it to *Wakālah bi al-Ujrah*, positioning the dropshipper as an authorized agent (*wakīl*) of the supplier with official consent and a predetermined *ujrah*. Under this framework, the agent's authority constitutes *qabd bil-ḥukmī* over the goods of the *muwakkil*, thereby establishing valid legal possession.

Accordingly, the juristic positions can be summarized as follows:

- Prohibitive schools: The Mālikī and Ḥanbalī Madzhabs strictly prohibit the sale of goods not yet possessed by the seller, as it entails a high risk of *gharar*.
- Permissive schools: The Shāfi'i and Ḥanafi Madzhabs permit the sale of goods not physically owned, provided there is certainty and clarity regarding procurement, product specifications, and delivery mechanisms.<sup>32</sup>

Therefore, dropshipping is deemed Sharī'ah-compliant only insofar as it ensures clear ownership arrangements, precise product specifications, and a definite and reliable delivery mechanism.

### **Analysis of Alternative Akad:**

The high adoption of dropshipping among Muslim entrepreneurs where 37% of Indonesian e-commerce actors employ this model necessitates serious *ijtihād* to establish a sound Sharī'ah basis. As discussed earlier, several schools of Islamic law allow dropshipping insofar as elements of *gharar* can be minimized and product specifications as well as delivery mechanisms are clearly defined. However, the core issue is no longer an abstract debate over permissibility (*ḥalāl* vs. *ḥarām*), but rather determining which contractual structure most accurately represents the tripartite relationship between supplier, dropshipper, and consumer in compliance with the requirements of *milkiyah* (ownership), object clarity, and *ḍamān* (liability allocation).

In prevailing market practices, dropshipping often fails to clearly position the dropshipper as either owner, agent (*wakīl*), or broker, resulting in contractual ambiguity that risks falling into *bay' mā lā yamlik* and excessive *gharar*. This constitutes the primary scholarly rationale

<sup>32</sup> Syarqawie, "Jual Beli Sistem Dropship: Antara Peluang Bisnis Dan Gharar Yang Terlarang."

for proposing alternative contracts as formal legal frameworks to “convert” dropshipping from a business-efficient practice into a transaction that is legally coherent within *fiqh al-mu‘āmalāt*. Among the proposed Sharī‘ah-compliant alternatives, three contracts are commonly advanced to minimize *gharar*. The first is *Akad Salam*.

### 1. Akad Salam

linguistically, *Salam* (also referred to as *Salaf*) denotes an advance order. In *fiqh*, it is defined as a contract involving the sale of goods with deferred delivery, where the purchase price is paid in full upfront (*cash up front*), while the object of sale is specified in detail and delivered at a later date.<sup>33</sup> *Fuqahā’* also describe it as *al-mahāwīj* (goods of urgent need), since the subject matter is not present at the place of contract execution, yet both parties agree to full advance payment.<sup>34</sup> A *Salam* sale is legally valid as long as all agreed-upon conditions are fulfilled at the time of contract formation.<sup>35</sup>

Based on its definitional structure, dropshipping can potentially be classified as a *Salam* contract. Under this scheme, the dropshipper assumes the role of the *musallim* (seller), while the product sold constitutes the *musallam fīh*, with the obligation to clearly disclose all relevant specifications.

For dropshipping to be deemed valid under *Akad Salam*, four essential conditions must be satisfied: 1. Detailed Specification: The type (*jins*), characteristics (*ṣifah*), and measurements must be clearly and precisely defined. 2. Full Advance Payment: Payment must be made in full and upfront by the buyer. 3. Definite Delivery Time: A clearly agreed delivery deadline (*ajal*) must be stipulated. 4. Eligible Goods: The object of sale must not consist of passive assets (such as money or real estate).<sup>36</sup>

When these conditions are fully met, dropshipping becomes permissible under Sharī‘ah by conforming to the requirements of *Akad Salam*. The principal Sharī‘ah advantage of this contract lies in its explicit allowance for selling non-existent goods (*al-ma‘dūm*). Nevertheless, in the context of modern dropshipping, *Salam* remains highly risky, as its conditions are exceptionally stringent—particularly regarding delivery certainty and specification accuracy—while dropshippers typically lack full control over suppliers, thereby increasing the likelihood of contractual breach.

### 2. Akad Samsarah

Etymologically, *Samsarah* is a term of Persian origin that has come to denote commercial intermediation or brokerage between sellers and buyers. The essence of this role is to facilitate transactions. The active agent (*ism fā‘il*) of *Samsarah* is known as *al-simsār*. Terminologically, *Samsarah* refers to a professional activity in which an intermediary mediates between two parties in exchange for compensation (*ujrah*) upon the successful completion of a transaction. According to classical jurists, a *simsār* is an individual who acts as an intermediary between seller and buyer to facilitate transactions involving either goods or services (Sayyid Sābiq). Likewise, Hamzah Ya‘qūb describes the *simsār* as an intermediary trader who sells goods owned by others in return for a commission, while crucially bearing no risk (*damān*) over the goods themselves.<sup>37</sup>

<sup>33</sup> Abd. Hadi, *Dasar-Dasar Hukum Ekonomi Islam* (Surabaya: Putra Media Nusantara, 2010).

<sup>34</sup> Al-Munajjid & Asari, “Dropshipping and Reselling Studies in Muamalat Fiqh,” *Az-Zarqa’: Jurnal Hukum Bisnis Islam* 14, no. 1 (2022).

<sup>35</sup> Fithriana Syarqawie, *Fikih Muamalah* (Banjarmasin: IAIN Antasari Press, 2025).

<sup>36</sup> Khulwah J, “Jual Beli Dropship Dalam Prespektif Hukum Islam,” *Al-Mashlahah Jurnal Hukum Islam Dan Pranata Sosial* 7, no. 1 (2019).

<sup>37</sup> Habib Masyhudi, “Sistem Dropship Dalam Bisnis Online Dan Solusi Dalam Hukum Islam,” *MIYAH: Jurnal Studi Islam* 16, no. 2 (2020): 260–75.

In simplified terms, *Samsarah* represents a brokerage relationship between a service provider (broker) and parties in need of transaction facilitation (producers or owners of goods). Its primary objective is to enable sales transactions in return for an agreed fee established prior to the cooperation contract. A *simsār* may be tasked with selling, purchasing, or merely introducing contractual partners, thereby becoming entitled to the agreed commission.<sup>38</sup>

For a dropshipping transaction to be deemed valid under *Akad Samsarah* (brokerage), three key criteria must be satisfied. First, the brokerage role (*simsār*) must be explicit, whereby the dropshipper acts solely as an intermediary connecting the supplier (seller) and the consumer (buyer). Second, the sale price must be fixed, in accordance with the prior agreement between the supplier and the *simsār*; the intermediary is not permitted to unilaterally alter the price. Third, the commission (*ujrah*) must be fixed, meaning it must take the form of a predetermined amount rather than a percentage of the product price. When these three conditions are met, the dropshipping transaction is considered Sharī'ah-compliant and legally valid.

From a Sharī'ah perspective, *Akad Samsarah* offers a significant advantage and is frequently recommended as a practical solution. By positioning the dropshipper as a broker rather than a seller, ownership of the goods is never claimed, thereby avoiding the prohibition of *bay' mā lā yamlik*. Moreover, transactional risk remains with the supplier, effectively minimizing *gharar* and ensuring legal clarity within *fiqh al-mu'āmalāt*.

### 3. Akad Wakalah

Linguistically, *Wakalah* (*tawkil*) means delegation, entrustment, or representation. Terminologically, *Wakalah* refers to the delegation of *ḥaqq al-taṣarruf* (authority to act) from a legally competent principal to another legally competent person with respect to matters that are permissible to delegate.

The legal foundation for the permissibility of *Akad Wakalah* in sales transactions is firmly established and supported by multiple authoritative sources. First, the Qur'an (QS. al-Kahf: 19) states: “So send one of you with this silver coin of yours to the city...”, which explicitly indicates the legitimacy of delegation and representation. Second, several Prophetic traditions (*aḥādīth*) affirm this practice, including the Prophet's instruction to Jābir to collect proceeds through his agent in Khaybar, as well as his delegation of 'Urwah ibn Abī al-Ja'd to purchase livestock using one dinar both demonstrating the permissibility of representation in commercial transactions. Third, Muslim jurists have reached *ijmā'* (consensus) on the permissibility of *Wakalah* in buying and selling. Moreover, receiving compensation (*ujrah*) for *Wakalah* services is permissible, provided that it is mutually agreed upon by the contracting parties.

Dropshipping may be classified as *Akad Wakalah* (agency) and deemed Sharī'ah-compliant if it fulfills the following conditions of an authorized agent. First, official authorization: the dropshipper (reseller) must act as an officially appointed agent who has received explicit permission and authority from the seller (supplier) to market and sell the goods. Second, compliance with pricing and policies: the dropshipper is not permitted to independently determine prices or sales policies except in accordance with the supplier's instructions and approval. Third, liability for negligence: the dropshipper must assume responsibility for compensating losses arising from his own negligence or misconduct. This *Wakalah*-based cooperation closely resembles the relationship between a producer and an official agent or authorized distributor. When the dropshipper positions himself within this framework, the transaction is valid under Sharī'ah.

<sup>38</sup> Asari, “Dropshipping and Reselling Studies in Muamalat Fiqh.”

From a Shari'ah perspective, *Akad Wakalah* offers a decisive advantage. Ownership status becomes unequivocally clear: the dropshipper does not sell goods on his own behalf but acts on behalf of the owner (supplier) or purchases on behalf of the buyer (consumer). This clarity effectively eliminates uncertainty in ownership (*gharar al-milkiyah*) and provides the most legally coherent framework for regulating dropshipping transactions.

The following table summarizes the proposed alternative contracts for ensuring Shari'ah-compliant legality.

**Alternative Shari'ah Contracts for Dropshipping**  
**Table 2.**

<b>Contract Model</b>	<b>Role of the Dropshipper</b>	<b>Key Conditions for Shari'ah Validity</b>
Akad Samsarah	Broker ( <i>Simsār</i> ). Acts solely as an intermediary connecting the seller and the buyer.	The commission ( <i>ujrah</i> ) must be a fixed amount, not a percentage of the selling price. The broker does not bear any risk related to the goods.
Akad Wakalah	Authorized agent representing the supplier.	Official authorization from the supplier is required. The agent may not alter prices or sales policies without explicit permission.
Akad Salam	Order-based seller delivering goods at a future date with clearly defined specifications.	Full advance payment is mandatory. Product specifications and delivery deadline must be precise and certain.

Each contract possesses inherent strengths and limitations. The following table provides a comparative overview of the advantages and drawbacks of the three principal contracts when applied to dropshipping practices.

**Comparative Analysis of Contracts in Dropshipping Practices**  
**Table 3**

<b>Contract Model</b>	<b>Advantages (Strong Shari'ah Solutions)</b>	<b>Limitations (Fiqh Risks and Practical Challenges)</b>
Salam	<b>Clear Legality of <i>Bay' Mā Lā Yamlik</i></b> : Recognized as a valid Shari'ah exception permitting the sale of goods not yet physically available.	<b>Full Advance Payment Requirement</b> : Mandatory 100% upfront payment is often incompatible with prevailing e-commerce practices.
	<b>Specification Certainty</b> : Requires highly detailed product descriptions, significantly reducing <i>gharar</i> (uncertainty).	<b>High Risk for the Dropshipper</b> : If the supplier fails to deliver, the dropshipper bears responsibility for refunding the consumer.
Samsarah	<b>No <i>Bay' Mā Lā Yamlik</i></b> : The dropshipper sells services, not goods, making the transaction clearly permissible.	<b>Price Mark-up Issues</b> : The broker may not arbitrarily increase prices without transparency, as he is not the actual seller.
	<b>Legitimate Commission</b> : The <i>ujrah</i> received is valid as	<b>Transparency Requirement</b> : Ideally, consumers should be aware that the dropshipper acts as a

	compensation for brokerage services.	broker, which may conflict with common market practices.
Wakalah	<b>Strong Legal Standing:</b> The dropshipper acts under a legally recognized mandate, either selling on behalf of the supplier or purchasing on behalf of the consumer.	<b>Complexity of Multiple Contracts:</b> Requires careful management of distinct agency agreements to prevent contractual overlap.
	<b>Flexible Compensation:</b> <i>Ujrah</i> may be structured per transaction, per time unit, or as a fixed fee by mutual agreement.	<b>Issue of <i>Ḍamān</i> (Liability):</b> Responsibility for loss or damage during delivery must be clearly assigned between the agent ( <i>wakīl</i> ) and the principal ( <i>muwakkil</i> ).

### Recommended Contract: Wakālah (Agency Agreement)

The most highly recommended contractual model for legitimizing the dropshipping business under Islamic law is Wakālah bil Ujrah (paid agency). Rather than acting as the seller of goods which would violate the prohibition of *bay' mā lā yamlik* (selling what one does not own) the dropshipper is repositioned as an authorized marketing agent of the supplier or, alternatively, as a purchasing agent on behalf of the consumer<sup>39</sup>.

This contract is superior because it directly eliminates ownership-related issues. The dropshipper does not sell goods; rather, they sell services.<sup>40</sup> The primary legal dalil supporting this contract is the permissibility of receiving compensation (*ujrah*) for services rendered, as indicated in Qur'an Surah al-Qasas (28:26), which implicitly affirms the legitimacy of *ijārah* (wage-based contracts):

”قَالَتْ إِخْدَاهُمَا يَا أَبْتِ اسْتَأْجِرْهُ إِنَّ خَيْرَ مَنِ اسْتَأْجَرْتَ الْقَوِيُّ الْأَمِينُ”

“One of the two women said, ‘O my father, hire him. Indeed, the best one you can hire is the strong and trustworthy’ (QS. al-Qasas: 26)

Classical jurists widely agreed that this verse constitutes a foundational proof (*dalīl aṣlī*) for the permissibility of contracts involving compensation for services, including Wakālah bil Ujrah.<sup>41</sup>

### Fiqh-Based Legal Reasoning

#### 1. Resolving Bay' Mā Lā Yamlik

The core principle of Wakālah is delegated authority (*niyābah*), whereby the agent (*wakīl*) acts within the scope authorized by the principal (*muwakkil*). The dropshipper, therefore, does not sell goods independently but executes transactions on behalf of the rightful owner. Services are not classified as tangible property (*māl mutaqaawwam*); thus, they are not subject to the prohibition articulated in the Prophetic tradition: لَا تَبِيعُوا مَا لَيْسَ عِنْدَكُمْ This prohibition applies exclusively to the sale of goods without ownership or possession, not to service-based intermediation.<sup>42</sup> Classical Hanafi jurists explicitly

<sup>39</sup> Wahbah al-Zuhaylī, *Al-Fiqh al-Islāmī wa Adillatuhu*, vol. 5 (Damascus: Dār al-Fikr, 1985), 3729.

<sup>40</sup> Asari & Zaidah, “Dropshipping and Reselling Studies in Muamalat Fiqh,” *Az-Zarqa': Jurnal Hukum Bisnis Islam* 14, no. 1 (2022).

<sup>41</sup> Al-Qurṭubī, *Al-Jāmi' li Ahkām al-Qur'an*, vol. 13 (Cairo: Dār al-Kutub al-Miṣriyyah), 264.

<sup>42</sup> Abū Dāwūd, *Sunan Abī Dāwūd*, no. 3503.

stated that Wakālah removes the legal effect of *bay'* from the agent and attributes it to the principal.<sup>43</sup>

## 2. Legitimacy of Commission (Ujrah)

The remuneration received by the dropshipper under Wakālah constitutes lawful *ujrah* for services rendered, not illicit profit derived from price manipulation (*ghabn*). Jurists unanimously permit compensation for Wakālah, provided that the wage is clearly stipulated and known in advance, in accordance with the general rules of *Ijārah*.<sup>44</sup> This mechanism also aligns closely with the doctrine of *Samsarah* (brokerage), which classical jurists described as a form of Wakālah in commercial dealings. Ibn Qudāmah explicitly stated that a broker is entitled to wages if authorized by the seller, even if he never possesses the goods.<sup>45</sup> Likewise, Al-Kāsānī emphasized that the broker's earnings are lawful because they are compensation for effort, not for ownership.<sup>46</sup>

## 3. Transfer of Liability (Ḍamān)

In Wakālah, liability (*ḍamān*) over goods remains with the principal (supplier) and does not transfer to the agent, except in cases of negligence (*taqṣīr*) or transgression (*ta'addī*). This principle is firmly established across all four Sunni schools.<sup>47</sup> Therefore, if goods are damaged or lost during delivery without fault on the part of the dropshipper, the responsibility rests with the owner of the goods. This legal structure significantly reduces the risk borne by the dropshipper while maintaining full compliance with Islamic liability rules.

## Comparative Synthesis

A comparative analysis of the three *Fiqh* frameworks *Salam*, *Samsarah*, and *Wakalah* reveals their relative strengths and limitations for contemporary dropshipping. *Salam* permits the sale of goods not yet in the seller's possession (*al-ma'dūm*), aligning with the principle of deferred delivery, but imposes strict conditions on prepayment, detailed specifications, and precise delivery time, making practical implementation challenging for digital commerce. *Samsarah* offers flexibility by positioning the dropshipper as a broker, earning a fixed commission without owning the goods, thereby avoiding *bay' mā lā yamlik*; however, it requires transparent communication with consumers regarding the intermediary role, which may conflict with prevailing e-commerce practices. In contrast, *Wakalah bil Ujrah* combines operational feasibility with normative rigor: the dropshipper acts as a legally empowered agent (*wakīl*), transferring liability (*dhamān*) to the principal (supplier), ensuring compliance with ownership rules, and accommodating variable e-commerce workflows. The comparative assessment underscores that while *Salam* and *Samsarah* provide partial solutions, *Wakalah* offers a holistic framework that balances efficiency, risk allocation, and adherence to *sharī'ah* principles.

The core of Islamic teachings revolves around the realization of *maṣlaḥah* (public welfare). In the field of *mu'āmalāt* (socio-economic interactions), this principle is encapsulated in a fundamental legal maxim:

الأصلُ في المعاملاتِ الإباحةُ إلا أن يدلَّ دليلٌ على تحريمها

<sup>43</sup> Al-Marghīnānī, *Al-Hidāyah fī Sharḥ Bidāyat al-Mubtadī*, vol. 2 (Beirut: Dār al-Fikr), 145.

<sup>44</sup> Al-Nawawī, *Al-Majmū' Sharḥ al-Muhadhdhab*, vol. 15 (Beirut: Dār al-Fikr), 205.

<sup>45</sup> Ibn Qudāmah, *Al-Mughnī*, vol. 5 (Beirut: Dār al-Fikr), 250.

<sup>46</sup> Al-Kāsānī, *Badā'i' al-Ṣanā'i'*, vol. 6 (Beirut: Dār al-Kutub al-'Ilmiyyah), 38.

<sup>47</sup> Ibn 'Ābidīn, *Radd al-Muḥtār*, vol. 5 (Beirut: Dār al-Fikr), 645.

Which means: “The basic ruling in all forms of transactions is permissibility unless there is evidence indicating prohibition”.<sup>48</sup>

On the basis of this maxim, dropshipping when structured through valid contracts such as *Wakālah* constitutes a lawful economic activity that produces tangible benefits for multiple stakeholders. For consumers, it facilitates access to goods; for producers, it provides effective marketing and distribution; and for agents, it offers legitimate income through service provision. Accordingly, due to its adaptive and welfare-oriented nature, the dropshipping business model may be legally structured under several Islamic commercial contracts, including *Samsarah* (brokerage), *Salam* (forward sale), *Wakālah bil Ujrah* (paid agency), and under strict conditions *Murābahah* (cost-plus sale).<sup>49</sup>

## CONCLUSION

In conclusion, contemporary dropshipping can be rendered fully compliant with Islamic commercial law by adopting *Wakalah bil Ujrah* as the contractual model. This framework resolves the primary *Fiqh* challenges ownership (*milkiyah*), product specification, and delivery certainty by legally positioning the dropshipper as an agent rather than a seller of goods. The arrangement legitimizes earned commissions (*ujrah*), limits liability for transaction failures, and aligns operational practices with digital market realities. Therefore, *Wakalah* represents the most normative and practical solution for enabling scalable, lawful dropshipping within modern e-commerce ecosystems, offering a model that preserves both economic benefits and *sharī'ah* integrity.

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<sup>48</sup> Al-Suyūṭī, *Al-Ashbāh wa al-Nazā’ir* (Cairo: Dār al-Kutub al-‘Ilmiyyah), 60.

<sup>49</sup> Majma‘ al-Fiqh al-Islāmī, *Qarārāt wa Tawṣiyāt*, Resolution No. 85 (1995).

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