

Harmonization of Consumer Protection in Dropshipping Transactions: Fiqh Muamalah and Positive Law Approaches to Defective E-Commerce Products

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Abstract

This research seeks to examine and align consumer protection in dropshipping practices through the perspectives of Islamic jurisprudence (fiqh muamalah) and Indonesian positive law, particularly concerning liability for defective products in electronic commerce. A qualitative method was applied using a combination of normative legal analysis and empirical inquiry. The normative approach reviews relevant regulations such as the Consumer Protection Law (UUPK No. 8/1999), the Electronic Information and Transactions Law (UU ITE), and fiqh muamalah principles including salam, wakalah, and samsarah contracts. Empirical data were obtained through semi-structured interviews with two dropshipping practitioners in Modung District, Bangkalan Regency. The results of the study show that the prevailing practice of dropshipping generally does not meet the principle of contract certainty in fiqh muamalah. From a positive law perspective, dropshippers are still positioned as sellers who are obliged to bear losses due to defects. Therefore, this study emphasizes the importance of formulating a harmonization model through the use of contracts that are explicitly in accordance with Islam, as well as affirming the legal responsibility of dropshippers. Thus, it is hoped that dropshipping practices can be declared valid under sharia law while reflecting the values of fairness, transparency, and consumer protection.

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INTRODUCTION

The rapid growth of e-commerce in Indonesia and globally has transformed traditional trade and introduced several new business models, one of which is dropshipping. This model enables sellers to offer products without maintaining inventory, thereby facilitating market access and reducing capital requirements (Ain et al., 2024). E-commerce serves as a platform for online sellers; however, despite the adequacy of its security systems, loopholes still exist that allow fraudulent practices to occur (Himmah, 2025). Nevertheless, this convenience also brings potential risks, particularly

concerning defective products that may harm consumers in terms of functionality, quality, and product safety. Such circumstances make it difficult to determine liability because consumers cannot inspect the products directly before delivery (Paransa & Sadewo, 2020).

As a branch of Islamic law, *Fiqh Muamalah* contains moral and legal principles governing business transactions based on justice, honesty, and responsibility. These principles are established to ensure that economic transactions are conducted fairly, transparently, and accountably. Concepts such as *amanah* (trustworthiness), the prohibition of *gharar* (uncertainty), and *khiyār al-'aib* (the option of rescission due to defects) provide a normative foundation for consumer protection, particularly in addressing issues related to defective products (Prayetno et al., 2024).

In principle, Indonesian positive law has provided a relatively comprehensive consumer protection framework through various regulations, including the Consumer Protection Act (*Undang-Undang Perlindungan Konsumen/UUPK*), the Electronic Information and Transactions Act (*Undang-Undang Informasi dan Transaksi Elektronik/UU ITE*), and other regulations governing product safety standards (Alberta & Quintarti, 2024). These regulations emphasize that business actors are responsible for providing accurate information, repairing or replacing defective products, and compensating consumers for damages resulting from product defects (Puspitasari & Setjoatmadja, 2025).

Dropshipping is a business strategy that allows sellers to sell products without holding inventory. The study highlights its benefits, including flexibility, broad market reach, and minimal capital requirements. However, its drawbacks include weak quality control, delivery delays, and difficulties in establishing liability for defective products (Eleanora & Ahmad, 2023). The study concludes that although dropshipping offers significant potential, clear legal regulations are necessary to ensure adequate consumer protection.

Yulfira et al. (2024) highlighted the relevance of Ibn Taymiyyah's views on the protection of consumer rights in the era of e-commerce, particularly regarding the principles of honesty, the prohibition of fraud, and the obligation to uphold *amanah* (trust). In the context of dropshipping, these principles are highly relevant in addressing challenges related to fraudulent practices, misleading product descriptions, and defective goods. The study strengthens the argument that *fiqh* can provide an ethical foundation for the implementation of digital transactions.

Furthermore, research conducted by Miranti et al. (2026) demonstrated that dropshipping practices are permissible as long as they adhere to the principles of honesty, transparency, and responsibility toward consumers and utilize contracts such as *wakalah*, *salam*, or *samsarah*. Similarly, Fauzia (2015) explained that dropshipping practices can be justified under Islamic law through the use of *wakalah* and *samsarah* contracts. The study positions the dropshipper as an agent or intermediary of the supplier, thereby avoiding the issue of selling goods that are not yet owned by the seller. In addition, the study emphasizes the importance of contractual clarity, compensation systems, and information transparency in online transactions.

In her study, Dallah (2025) examined the application of Islamic business ethics in e-commerce from the perspective of *fiqh muamalah*, particularly regarding contractual agreements and ownership of goods in digital transactions. The findings indicate that e-commerce transactions may be considered valid if they fulfill contractual requirements, provide clear *ijab* and *qabul* (offer and acceptance), and are free from elements of *gharar* and fraud. The study further explains that dropshipping practices may

be justified when conducted through appropriate contracts, such as *wakalah*, and implemented with transparency and accountability in electronic transactions.

Meanwhile, Annisa et al. (2025) emphasized that business actors bear strict liability for hidden product defects in online transactions. From the perspective of Islamic business ethics, deliberately concealing product defects constitutes *tadlis* (fraud), which violates the principles of good faith and *amanah*. Furthermore, Batubara et al. (2024) demonstrated that the implementation of Sharia principles in digital transactions continues to face various challenges, including the absence of standardized guidelines, differences in understanding between consumers and producers, and the need for education, regulation, and technological innovation to achieve fair, transparent, and Sharia-compliant e-commerce transactions.

Based on the review of previous studies, a gap remains between the theory and practice of dropshipping. Although dropshipping is recognized as a business innovation that aligns with digital developments, it also raises significant concerns regarding consumer protection. Therefore, research on the harmonization of consumer protection from the perspectives of *fiqh muamalah* and positive law is important to provide legal certainty and ensure compliance with Sharia principles in dropshipping practices. Specifically, regarding liability for defective products in e-commerce transactions, such research can offer an integrated approach that not only complies with contemporary legal regulations but also upholds Islamic values.

This study aims to examine consumer protection in dropshipping activities by analyzing and harmonizing the concepts of Indonesian positive law and *fiqh muamalah*, particularly concerning liability for defective products in electronic commerce. The research focuses on a comparative analysis of relevant legal provisions, including the Electronic Information and Transactions Act (UU ITE), Consumer Protection Act No. 8 of 1999 (UUPK), and other regulations governing digital commerce, alongside Sharia principles. These principles include contractual concepts, the prohibition of *gharar*, sales mechanisms, and the application of *khiyār al-'aib*. Furthermore, the study seeks to formulate a harmonization model between *fiqh muamalah* and positive law that can serve as a foundation for achieving more comprehensive and equitable consumer protection in dropshipping-based electronic commerce systems.

METHOD

This study employed a normative juridical approach supported by a qualitative empirical juridical approach. The normative juridical approach was conducted through an examination of relevant legislation, namely the Consumer Protection Act (Law No. 8 of 1999) and the Electronic Information and Transactions Act (Law No. 11 of 2008), as well as the principles of *fiqh muamalah* related to sale and purchase contracts, such as *wakalah*, *salam*, and *samsarah*.

Meanwhile, the empirical juridical approach was conducted on a limited basis through interviews with two (2) dropshipping business operators in Modung District, Bangkalan Regency. Informants were selected using a purposive sampling technique, with the criterion that they were actively engaged in dropshipping practices within e-commerce transactions. The limited number of informants was adjusted to the exploratory case study nature of the research. Therefore, the study was not intended to produce generalizable findings but rather to obtain a preliminary understanding of how business actors fulfill their obligations within dropshipping transactions.

The research data consisted of primary data obtained through semi-structured interviews and secondary data derived from legislation, legal literature, and relevant scholarly publications. Data were analyzed using a descriptive-analytical method through the processes of data reduction, data presentation, and conclusion drawing. The analysis was conducted by comparing empirical findings with the provisions of positive law and the principles of *fiqh muamalah*.

RESULTS AND DISCUSSION

Concept of Dropshipping Transactions

Currently, dropshipping is a popular business strategy among aspiring online entrepreneurs. This strategy is capable of generating income even when operated with relatively little capital or even without any initial capital at all. Dropshipping often involves selling products without requiring the seller to store or maintain inventory. Under this approach, the dropshipper is free to determine the selling price independently. After receiving an order, the dropshipper purchases the product from the supplier and arranges for it to be shipped directly to the customer. In this regard, the dropshipper is not involved in inventory management or product delivery; instead, the sales process takes place indirectly through the supplier (Rizkiyah et al., 2021).

Dropshipping is one form of transaction in electronic commerce. In this mechanism, suppliers, whether manufacturers or distribution companies, provide products to sellers based on a cooperation or partnership agreement established in advance. When a transaction occurs, the seller, acting as an online retailer, receives payment from the customer, while the ordered goods are shipped directly by the supplier to the end consumer (Maulidha & Safitri, 2023). In this context, the seller or dropshipper acts as an intermediary connecting suppliers and buyers. This business model does not require sellers to prepare substantial initial capital because they are not obligated to maintain product inventory. Therefore, the dropshipping system has become a highly attractive option for businesses that are just beginning to develop (Arifin, 2020).

As stated by Feri Sulianta, “a dropshipping transaction is an online trading method in which business actors are not required to own products or maintain inventory but instead cooperate with parties responsible for handling such inventory” (Nubahai, 2019). Through this dropshipping system, sellers can conduct marketing and sales activities without having to manage product storage or shipping. In practice, the primary role of the dropshipper is that of a marketer responsible for finding and attracting consumers. Once a customer places an order, the dropshipper purchases the product from the supplier at an agreed price. Subsequently, the supplier ships the product directly to the consumer while including the seller’s identity. Thus, all logistical aspects are handled by the supplier, while the dropshipper focuses on marketing strategies and market development.

The buyer, the seller (product owner), and the dropshipper are the three parties involved in the dropshipping system. The dropshipping sales process officially begins when the customer pays the dropshipper for the product. After paying the seller, the dropshipper forwards the customer’s order information. The product is then shipped directly to the customer by the product owner (Hadi, 2019). In general, dropshippers and suppliers may cooperate in two different ways. First, the supplier provides a base price, and the dropshipper sells the product to customers at a self-determined price that includes the dropshipper’s profit margin. Second, the supplier establishes a fixed selling price that already includes the dropshipper’s commission for each successfully sold product. In the first model,

suppliers allow dropshippers to determine their own selling prices, usually without minimum purchase requirements or membership fees. This type of dropshipping arrangement is the most common and easiest to implement. In contrast, the second type generally involves minimum sales targets and membership registration fees (Palevy et al., 2020).

In this system, the dropshipper functions solely as an intermediary between buyers and original suppliers. Their role is primarily that of a marketer who displays product information online, including photographs, descriptions, and prices, without having to maintain inventory or storage facilities. The products being sold are obtained through partnerships with parties that actually possess and store the goods. The dropshipper's responsibility is limited to providing marketing channels, such as websites or digital platforms including Facebook, Instagram, TikTok, and similar media. They simply upload product photos and provide important information, such as price, size, materials, weight, and other details that prospective buyers need to know.

Mechanism of Dropshipping Practices in Digital Transactions

The dropshipping mechanism represents one form of innovation in the electronic commerce (e-commerce) system, enabling business actors to sell products to consumers without directly owning or managing inventory. In this mechanism, the dropshipper acts as an intermediary between consumers and suppliers through various digital platforms, such as marketplaces, social media, and e-commerce websites. In this regard, suppliers bear responsibility for product provision, packaging, and distribution to consumers. Meanwhile, dropshippers play a greater role in promotional activities and transaction administration to ensure that the sales process can be carried out effectively (Blessa, 2022). The sales transaction scheme applied within the dropshipping system is illustrated in Figure 1 (Amalia, 2023).



Figure 1. Dropshipping Scheme

The reseller dropshipping scheme is a transaction model in commerce that involves three main parties: the reseller, the product owner (supplier), and the consumer (buyer). In this system, the reseller acts as an intermediary who markets products to consumers without maintaining inventory, while the supplier is responsible for providing and delivering the products. The transaction process begins when the reseller promotes the supplier’s products through various platforms, such as social media, online marketplaces, or websites. After receiving information about the products, interested consumers place orders with the reseller and subsequently make payment for the agreed purchase price, including shipping costs. Once payment has been received, the reseller forwards the order to the supplier by paying the wholesale price or another agreed amount and provides the consumer’s shipping information. Finally, the supplier packages and ships the product directly to the consumer on behalf of the reseller. Consequently, the physical distribution of goods is carried out by the supplier, while the reseller functions as an intermediary facilitating the transaction between the supplier and the consumer.

Table 1. Dropshipping Practices

Aspect	Zamrotul Mufaricha (Informant 1)	Rifka Salsabila (Informant 2)
Dropshipping System	Does not maintain inventory; customer orders are forwarded to the supplier. The supplier prepares, packages, and ships the products.	Promotes products through WhatsApp, confirms product availability with the supplier, and verifies orders with consumers before the transaction.
Payment Mechanism	Consumer → Marketplace → Supplier	Consumer → Dropshipper → Supplier/Admin
Handling Defective Products	Consumers submit complaints to the dropshipper, who mediates by requesting returns or filing complaints with the supplier.	Defects may originate from the warehouse or shipping service; the dropshipper offers returns, product replacement, or transaction cancellation.
Shipping Costs	Borne by the consumer through the marketplace system.	Borne by the dropshipper.
Level of Responsibility	Maintains consumer trust despite technical errors on the supplier’s side.	Consumers continue to interact directly with the dropshipper; therefore, responsibility cannot be avoided.

Based on interviews with two dropshipping business operators in Modung District, both informants applied the fundamental principles of dropshipping by offering products without maintaining inventory and cooperating with suppliers in the product delivery process. Nevertheless, differences were observed in the transaction mechanisms they employed. The first informant relied on a marketplace system, whereby payments were made directly by consumers through the platform. In contrast, the second informant received payments directly from consumers before forwarding them

to the supplier. This distinction indicates variations in the level of dropshipper involvement, with the second informant assuming a greater role in managing transaction flows.

Regarding liability, both informants served as the first point of contact for consumers whenever complaints or defective products arose. They offered solutions such as product returns, replacements, or transaction cancellations to maintain customer satisfaction. These findings are consistent with Indonesian positive law, which regards dropshippers as business actors obligated to provide consumer protection. Therefore, although dropshippers do not directly manufacture or ship products, their responsibility in ensuring smooth transactions remains substantial, particularly for those who interact directly with consumers, such as the second informant.

From the perspective of *fiqh muamalah*, the dropshipping practices observed in the field involve several complexities. The profits derived from price differentials and the involvement in handling complaints indicate elements of a sales transaction. However, the uncertainty regarding product ownership and potential inventory uncertainty contain elements of *gharar* (uncertainty). As a result, dropshipping practices do not fully correspond to either traditional sales contracts (*bay'*) or *wakalah* contracts in their classical forms. Therefore, stronger contractual clarity and transparency are required in conducting dropshipping activities so that the practice can align with Sharia principles while simultaneously fulfilling consumer protection standards.

Fiqh Muamalah Review of Dropshipping Transactions

To ensure the validity of a transaction, a dropshipper must thoroughly understand the principles of sale and purchase contracts in Islam before implementing a dropshipping system. Dropshipping may be conducted through several contractual approaches recognized in Islamic law, namely sale and purchase (*bay'*), *wakalah*, *samsarah*, and *salam* contracts (Dzikrulloh, 2014). These contractual approaches can serve as solutions to address the fundamental issues in analyzing the dropshipping system. Accordingly, the authors formulate a framework for how a dropshipping system may operate in accordance with Sharia principles and regulations. These contracts can be explained as follows:

1. Salam Contract

In *fiqh muamalah*, the legality of dropshipping contracts remains a matter of scholarly debate. Some scholars argue that this practice may be equated with a *bai' salam* contract because payment is made in advance while delivery of the goods occurs at a later time (Lamusara et al., 2022). In a *salam* contract, the primary requirements include a clear description of the goods, advance payment, and a mutually agreed delivery time and place established at the outset of the contract. If these requirements are fulfilled, dropshipping may be legitimized as a modern form of a *salam* contract (Harahap & Tanjung, 2022). However, in practice, uncertainty regarding inventory availability and delivery delays often occur, leading some scholars to argue that the application of *salam* contracts in dropshipping requires adjustments to comply with Sharia principles.

In practice, dropshipping tends to resemble a parallel *salam* arrangement, whereby consumers place orders with the dropshipper and the dropshipper subsequently forwards those orders to the supplier (Muksin, 2024). Problems arise when the dropshipper sells goods that are not yet owned or whose availability has not been confirmed, thereby creating contractual ambiguity and affecting the validity of the transaction from the perspective of *fiqh muamalah*.

Fundamentally, in a *salam* contract, the seller must ensure the availability of goods before offering them to consumers. However, dropshipping practices frequently involve the promotion of products that are not yet available or have not yet been ordered from suppliers. Such circumstances result in the dropshipper selling goods that are not yet owned or under his responsibility, which from a Sharia perspective is considered invalid because it contradicts the prohibition against selling goods that one does not own and contains elements of uncertainty.

As the party appearing as the seller, the dropshipper is obligated to bear the risks associated with the products sold. When consumers receive defective products or products that do not conform to the agreed specifications, they are entitled to exercise *khiyār al-‘aib*, namely the right to cancel the contract or request a replacement product (Siswadi & Fiqriyah, 2022). This provision is consistent with the principle of *al-ghurm bi al-ghunm*, which states that every gain must be accompanied by a willingness to bear risk. Therefore, the responsibility of the dropshipper is a crucial factor in ensuring the validity and fairness of dropshipping transactions in accordance with Sharia principles.

2. Wakalah Contract

When a *wakalah* contract is applied in a dropshipping system, the dropshipper acts as an agent (*wakil*) who merely assists in marketing and selling products owned by the supplier as the principal (*muwakkil*). Under such circumstances, the dropshipper does not hold ownership of the products but instead serves as an intermediary carrying out duties within the authority granted, while primary responsibility for the goods remains with the supplier as the lawful owner (Sahla et al., 2023).

Under a *wakalah* arrangement, the dropshipper's authority to determine prices and profits is limited to what has been agreed upon with the supplier. The dropshipper is not permitted to establish profit margins unilaterally without the principal's approval. If this occurs, the practice does not conform to the requirements of a Sharia-compliant *wakalah* contract and may affect the validity of the agreement. In terms of liability, risks associated with the goods, including defects or damages, generally remain the responsibility of the supplier as the owner of the products within the scope of the *wakalah* contract (Syahra et al., 2024).

Selling goods that are not yet owned is explicitly prohibited in Islamic law, as emphasized in the traditions of Prophet Muhammad ﷺ, which prohibit a person from selling goods before they come into his ownership. This prohibition aims to prevent uncertainty (*gharar*) while ensuring fairness and certainty regarding the rights and obligations of the parties involved in a sales transaction. Islamic scholars generally agree that lawful ownership and full control over the goods are fundamental conditions for the validity of a sale contract. Therefore, selling goods without a clear basis of ownership or before the goods are actually available is regarded as inconsistent with Sharia principles because it may involve deception or cause harm to consumers (Salim, 2017).

3. Samsarah Contract

Dropshipping practices may also be understood through the perspective of a *samsarah* contract as a form of brokerage that is permissible in Islam. Under this scheme, the dropshipper acts as an intermediary who markets the supplier's products and is entitled to receive compensation or profit for his services, either in the form of commissions or price differentials,

provided that such arrangements are based on mutual agreement and comply with Sharia requirements (Faisal, 2022).

When dropshipping is conducted under a *samsarah* contract, a clear agreement is required between the supplier and the dropshipper concerning pricing, marketing responsibilities, and the amount of commission to be received. In this arrangement, the dropshipper serves as an intermediary who is entitled to compensation when a sale is successfully completed. However, in practice, many dropshipping activities do not fully satisfy the requirements of a *samsarah* contract because no clear cooperation agreement exists between the supplier and the dropshipper. As a result, responsibility for the goods tends to fall upon the supplier, while the role and liability of the dropshipper are not explicitly regulated in accordance with Sharia provisions (Iskandar, 2024).

Therefore, the use of various contractual forms such as *salam*, *wakalah bil ujah*, and *samsarah* demonstrates that dropshipping is fundamentally permissible in Islam, provided that it is conducted in accordance with the validity requirements of sales contracts, supported by clear contractual arrangements, and free from deception and *gharar*. When these conditions are fulfilled, dropshipping transactions may be considered valid under Islamic law (Harahap et al., 2024).

Positive Law Review of Dropshipping Transactions

Under Indonesian positive law, dropshipping practices are regulated by Consumer Protection Law No. 8 of 1999 (*UUPK*), which categorizes dropshippers as business actors because they engage in marketing activities and transactions with consumers. Consequently, dropshippers are obligated to provide accurate information, ensure product safety, and offer compensation when consumers receive defective products or products that do not conform to the agreed contract (Nisa, 2022).

Consumer protection in dropshipping transactions is implemented through both preventive and repressive measures, aimed at preventing violations and restoring consumer rights when losses occur (Nurjaman et al., 2021). The Consumer Protection Law regulates the obligations of business actors to prevent consumer losses, while the Electronic Information and Transactions Law (*UU ITE*) emphasizes the responsibility of business actors to ensure the accuracy of information and electronic transaction records within digital commerce systems.

Under the provisions of Law No. 11 of 2008 concerning Electronic Information and Transactions, as amended by Law No. 19 of 2016, regulations are established regarding the accuracy of electronic information, transaction documents, and the responsibilities of business actors in digital transactions. In dropshipping practices conducted through marketplaces or social media platforms, business actors and platform providers are required to provide accurate and clear product descriptions and are responsible for electronic transaction records in the event of disputes.

If losses arise due to defective products or breach of contract, the Consumer Protection Law emphasizes that business actors are obligated to provide compensation to consumers. In the context of dropshipping, the party that directly interacts with consumers—the dropshipper—is generally regarded as the legally responsible party. However, if the product defect originates from the manufacturing process, producers or other parties within the distribution chain may also be held liable according to their respective levels of involvement.

Consumer rights may be enforced through dispute resolution mechanisms before the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen/BPSK*) or through

judicial proceedings. To minimize legal risks and strengthen consumer protection, several measures are necessary, including maintaining electronic transaction documentation, verifying supplier quality, clarifying the responsibilities of all parties, and educating consumers regarding their rights and complaint procedures. Through the implementation of these measures, consumer protection in dropshipping practices can be effectively realized in accordance with applicable legal provisions.

Harmonization Between Fiqh Muamalah and Positive Law in Dropshipping Transactions

The harmonization of *fiqh muamalah* and positive law in dropshipping transactions essentially constitutes an effort to establish compatibility between Sharia principles and national legal provisions within electronic commerce activities. Such harmonization is not merely understood as theoretical alignment of norms but is also directed toward creating legal mechanisms capable of providing contractual certainty, consumer protection, and clear allocation of responsibilities among parties involved in digital transactions. As a digital trading model, dropshipping involves indirect legal relationships among business actors, suppliers, and consumers, thereby creating uncertainty regarding the party responsible when consumers suffer losses due to defective products or product nonconformity.

From the perspective of Indonesian positive law, the regulation of electronic transactions is based on Law No. 8 of 1999 concerning Consumer Protection and the Electronic Information and Transactions Law. Both regulations emphasize principles of information transparency, business actor responsibility, and consumer protection (Maulana et al., 2021). Article 4 of the Consumer Protection Law grants consumers the right to obtain accurate, clear, and honest information, while Article 7 establishes the obligation of business actors to act in good faith and assume responsibility for the goods and services they market. In the context of dropshipping, although business actors do not physically store products, their involvement in promotion and transactions places them within the category of business actors who remain legally responsible (Tousiya & Surahman, 2022).

From the perspective of *fiqh muamalah*, the validity of a transaction depends on the fulfillment of the essential elements and conditions of the contract and the absence of prohibited elements such as *gharar*, *tadlis* (deception), and ambiguity regarding the object of sale. Dropshipping practices may be reconstructed through the framework of *wakalah bi al-ujrah*, namely the delegation of authority from the product owner to an intermediary in exchange for compensation. Under this contractual structure, the supplier acts as the *muwakkil* who authorizes the dropshipper to offer and sell products on the supplier's behalf, while the dropshipper acts as the agent who receives *ujrah* or commission from the sales proceeds (Pratiwi et al., 2025). Within this model, ownership of the products remains with the supplier, thereby eliminating the issue of selling goods not owned by the seller. Furthermore, the contract clearly allocates responsibilities between the supplier and the dropshipper. The supplier is responsible for product availability and quality, whereas the dropshipper is responsible for product information, transaction communication, and customer service. Through such a division of responsibilities, elements of *gharar* can be minimized (Jafar, 2025).

The harmonization of *fiqh muamalah* and positive law may therefore be formulated through the integration of business actor liability principles under the Consumer Protection Law with the principles of trustworthiness (*amanah*) and transparency in *fiqh muamalah*. Under positive law, consumer protection emphasizes legal certainty and compensation when consumers suffer losses. In *fiqh muamalah*, such protection is realized through the principle of *khiyār al-'aib*, namely the

consumer's right to cancel a transaction or request a replacement when defects are discovered in the purchased goods. Fundamentally, both principles pursue the same objective: protecting consumers from losses arising from transactions that fail to meet agreed standards.

Based on these two approaches, a harmonization framework applicable to dropshipping practices may encompass several key aspects. First, the legal relationship between the supplier and the dropshipper should be formalized through a written contract that clearly stipulates the status of each party, sales mechanisms, commission arrangements, and the allocation of liability in cases where consumers suffer losses. Second, online marketplaces, as platform providers, should require the verification of both suppliers' and dropshippers' identities in order to enhance legal certainty in electronic transactions. Third, all information concerning products, inventory availability, quality, pricing, and return policies must be disclosed transparently to prevent elements of *gharar* (uncertainty) and violations of consumer rights. Fourth, dispute resolution mechanisms should accommodate both positive law and Sharia principles, whether through the Consumer Dispute Settlement Agency (*Badan Penyelesaian Sengketa Konsumen/BPSK*), mediation, or amicable settlement (*as-ṣulh*).

Accordingly, the harmonization of *fiqh muamalah* and positive law in dropshipping transactions can be understood as an effort toward normative integration that produces a more operational legal framework. Such integration affirms that consumer protection should not rely solely on formal legal provisions but must also incorporate the ethical principles of Islamic commercial transactions, which emphasize justice, transparency, and accountability among all parties involved in every form of *muamalah*.

CONCLUSION

From the perspective of *fiqh muamalah*, dropshipping practices can be examined through the contracts of *salam*, *wakalah*, and *samsarah*, which are generally permissible as long as they fulfill the requirements of contractual clarity, transparency, and freedom from elements of *gharar* (uncertainty). However, in practice, there are still issues related to uncertainty regarding stock availability, product quality, and profit arrangements that are not clearly agreed upon, indicating that such practices do not yet fully comply with Sharia principles.

Meanwhile, under Indonesian positive law, a dropshipper is regarded as a business actor who remains responsible for protecting consumers' rights, including providing accurate information and compensation in the event of consumer losses. Therefore, harmonization between *fiqh muamalah* and positive law is necessary through clear contractual arrangements and well-defined regulations concerning the responsibilities of dropshippers, so that dropshipping practices can be conducted fairly, transparently, and in a manner that ensures consumer protection.

Accordingly, the harmonization of *fiqh muamalah* and positive law is essential to close the normative gaps that exist in dropshipping practices. *Fiqh* emphasizes contractual clarity, the prohibition of *gharar*, and the principle of justice in commercial transactions, while positive law focuses on consumer protection and legal certainty. Both frameworks ultimately pursue the same objective, namely protecting consumers from losses and ensuring fairness in transactions. Therefore, it is necessary to develop clearer contractual models in the future, such as *wakalah bi al-ujrah* or *samsarah* agreements with explicit clauses, as well as more comprehensive regulations concerning the liability of dropshippers. Such measures will ensure that dropshipping practices are not only legally valid under

positive law but also consistent with Sharia principles, thereby creating transactions that are fair, transparent, and equitable for all parties involved.

This study has several limitations. First, its scope is relatively narrow, both in terms of the number of informants and the research location, which was limited to dropshipping business actors in Modung District. Consequently, the findings may not fully represent dropshipping practices across various e-commerce platforms and broader geographical areas. In addition, this study primarily focuses on a normative approach through the examination of fiqh muamalah and positive law, and therefore does not comprehensively explore the practical implementation of consumer protection mechanisms within digital marketplace systems. Future research is expected to expand the scope of research objects and subjects, employ more in-depth empirical approaches, and analyze the effectiveness of regulations as well as the role of digital platforms in providing legal certainty and consumer protection in dropshipping practices.

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