

THE IMPACT OF ONLINE GOLD TRADE USING THE DROPSHIPMENT SYSTEM BASED ON MAQASHID SYARI'AH

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Abstract

In the business world, entrepreneurs have used the Internet to promote their products. This marks the start of the growth of online commerce. Many people prefer online transaction as it does not need a large investment or a physical location. The online transaction requires only a few electronic tools that are linked to the Internet. Resellers and drop shipping are two online trade systems that are popular among business actors today. This library research examined the classic fiqh books and the constitution regarding the buyer and the sale, the Fatwa of the Indonesian Council of Ulama National Sharia Board (DSN MUI) regarding gold trade, previous related research, and the reality of the current events. The researcher determined that the contract between the dropshipper and the customer was a salam contract because the transactions system is the ordering system, where payment is made in cash and the goods are delivered later. The dropshipping system used in the sample case fulfilled the salam trade regulation; however, it did not fulfill the goods for sale because the goods were still in the agents/distributors' possession (suppliers).

Keywords: Dropshipping, Gold Trade, Maqashid Syariah.

Abstrak

Dalam dunia perdagangan, para pebisnis sudah menggunakan internet sebagai alat untuk memasarkan produknya. Dari sinilah muncul bisnis online. Jual beli online banyak diminati orang dikarenakan jual beli online tidak memerlukan modal yang besar dan tidak memerlukan tempat usaha. Jual beli online hanya memerlukan seperangkat alat elektronik yang tersambung internet. Sistem jual beli online yang marak oleh pelaku usaha pada masa kini adalah reseller dan dropshipping. Penelitian kepustakaan (library research), ini akan mengkaji buku-buku fiqh klasik dan perundangan-undangan tentang jual beli emas, Fatwa DSN MUI tentang jual beli emas, penelitian terdahulu yang terkait serta melihat fakta realita dari kejadian yang ada. Menurut analisa penulis, akad yang diterapkan antara Dropshipper dan Customer adalah akad salam dengan alasan sistem ini merupakan sistem jual beli dengan cara pemesanan dimana pembayaran diberikan secara tunai dan kemudian barang akan dikirim dikemudian hari. Praktik jual beli sistem dropshipping yang diterapkan pada contoh kasus dilihat dari rukun jual beli salam sudah terpenuhi namun pada syarat ketentuan tentang barang yang dijual belum terpenuhi karena barang masih berada di tangan Agen/ distributor (supplier).

Kata Kunci: Dropshipping, Jual Beli Emas, Maqashid Syariah.

INTRODUCTION

Technological advancements have caused a new paradigm, particularly in the business world. One of the technological advancements is easier access to internet

media, which allows business activities to be done at any time and in any place. In terms of sales, businesses have used the internet to promote their products. This marks the start of the growth of online commerce. People

enjoy buying and selling online because it does not require large sums of money or a physical location. Buying and selling online requires only a few electronic devices that are set up to connect to the internet. Resellers and drop shipping are two online purchasing and selling systems that are popular among business actors today. Dropshipping is popular among entrepreneurs because it requires little capital, no stockpiling of goods, and it does not make it difficult for drop ship resellers to pack and ship goods.¹

Buying and selling gold online is gradually becoming a trend in various circles of society, where everyone from students to entrepreneurs participates in its implementation. This is realized by a number of business actors, and several drop shippers selling gold in various regions are required to increase sales and consumer coverage.

However, because gold is a limited-production item, some people are finally able to buy gold from other regions or cities where the delivery takes more than 1x24 hours. We are all aware that the price of gold fluctuates daily. The fact inspires the author to write about the Impact of Online Gold Trade Using the Dropshipment System based on *Maqashid Syari'ah*.

DISCUSSION

A. Using a Dropshipping System to Trade Gold Online

1. Online Gold Trading

a) Online Gold Trading in Islam

Trading in Arabic is made up of two words: buying and selling. In Arabic, the word sale is known as al-bai (البيع), the *masdar* form of *ba'a* – *yabi'u* – *bay'un* (باع - بيعاً) which means selling. In Arabic, the word buy is known as *al-syira* (الشراء), namely *masdar* from the word *syara* -

¹Makhfiroh, "Analisis Hukum Islam Terhadap Jual Beli Dropshipping Di Toko Online Rumah Warna_Corp," 2019.

syasri-syiraa'an (شراءٍ يشري-شري) which means buying, selling (something).²

Buying and selling (*al-bai'*) mean transferring ownership rights to objects through a mutual exchange contract. According to the term, *ba'i* means "ownership of property or benefits forever at a cost."³ According to Shafi'i Mazhab's book of Fiqh, buying and selling refers to the exchange of goods for goods or goods for money, as well as the transfer of property rights from one person to another based on the willingness of both parties.⁴ According to Hanafiyah Ulama cited by Wahbah az-Zuhaili, buying and selling is the exchange of property (objects) for assets using a special (allowed) method.⁵

According to *Shari'a* interpretation, buying and selling refer to the exchange of assets based on mutual consent. Alternatively, the property can be transferred through a justifiable exchange (ie in the form of a legal medium of exchange). It is possible to conclude that buying and selling can take place by:

- a. Mutual consent asset exchange; and
- b. Property transfer with a justifiable exchange, namely in the form of a recognized legal medium of exchange in trade traffic.

Firstly, property refers to anything that is owned and can be used. In other words, what is meant by property in this context is the same as the legal object, which includes all objects, both tangible and intangible, that can be used or useful for legal subjects. The

²Mahmud Yunus, "Kamus Arab - Indonesia" (Jakarta: PT Hidakarya Agung, 1990).

³Abdul Aziz Muhammad Azzam, *Fiqh Muamalah Sistem Transaksi Dalam Fiqh Islam* (Jakarta: Amzah, 2010).

⁴Ibnu Mas'ud and Zainal Abidin, *Fiqh Mazhab Syafi'i* (Bandung: Pustaka Setia, 2001).

⁵Abdul Rahman Ghazaly, *Fiqh Muamalat* (Jakarta: Kencana, 2010).

exchange of assets based on mutual consent can be defined as the sale and purchase of goods through barter or exchange of goods (it can be said that this sale and purchase is in the form of a traditional market). Secondly, to transfer property with a justifiable substitute. What is meant by justifiable compensation in this context is that the property or property is exchanged for legal tender and its existence is acknowledged, for instance, the rupiah and other currencies.⁶

Buying and selling have pillars and conditions that must be fulfilled so that buying and selling can be said to be valid. The following are the pillars and terms of sale and purchase:

1. Pillars of Buying and Selling

According to Hanafiah ulama, for people who have a contract, the goods purchased, and the exchange value of goods are included in the terms of sale and purchase, not the pillars of buying and selling.⁷

The four pillars of buying and selling, according to Jumhur Ulama, are as follows:

- a) Some people have contract or *al-mutaaqidain* (seller and buyer).
- b) The *sighat* pronouncement exists (pronunciation of consent and *qabul*).
- c) Items have been purchased.
- d) Substitute goods have an exchange rate.

2. Sale and Purchase Terms

The Hanafiah ulama stipulate the following conditions for buying and selling:⁸

- a) Contractual conditions for the occurrence

The conditions have been established by the *syara'*. The sale and purchase are null and void if these conditions are not met. The Hanafiah ulama stipulates four conditions for this condition, namely:⁹

1. '*Aqid*' terms (people who contract).

'aqid must meet the following criteria:

- a. *Mumayyiz* and intelligence

Baligh are not required for Hanafiah ulama. The following are the conditions that *Mumayyiz* and reasonable children can meet. First, some conditions are only beneficial, such as grants. Second, non-beneficial conditions, such as the invalidity of divorce by a child. Third, the conditions that exist between benefit and harm, namely activities that may be carried out with the guardian's permission. *'Aqid* must say so that the contract cannot be completed alone. A minimum of two people are required, namely the seller and the buyer.

- b. Contractual conditions

There is only one requirement: it must match the consent and *qabul*. However, there are three conditions in *Ijab* and *qabul*:

1. Contract Specialist.

An intelligent child and *Mumayyiz* (seven years old but not yet mature) can become a contract expert, according to Hanafiyah ulama. Ulama from Malikiyah and Hanabillah believe that the *Mumayyiz* contract is contingent on the guardian's permission. A *Mumayyiz* who has not yet

⁶Suhrawardi, *Hukum Ekonomi Islam* (Jakarta: Sinar Grafika, 2012).

⁷Abdul Aziz Muhammad Azzam, *Fiqh Muamalat Sistem Transaksi Dalam Islam* (Jakarta: Amzah, 2010).

⁸ Ibid. Hlm 220

⁹Rahmat Syafe'i, *Fiqh Muamalah* (Bandung: Pustaka Setia, 2001).

reached puberty is not allowed to enter into a contract, according to Syafi'iyah scholars, because he has not been able to protect his religion and property.¹⁰

2. *Qabul* must be in accordance with *Ijab*.
3. *Ijab* and *qabul* must be united. Specifically, the relationship between *Ijab* and *Qabul* although the region is not united.

c. Contract location

The location of the contract must be connected or united between *Ijab* and *Qabul*.

- d. *Ma'qud 'alayh*¹¹ (object of the contract).

Ma'qud 'alayh must meet four requirements:

- 1) *Ma'qud 'alayh* must exist; no contract can be made for goods that do not exist or are feared to exist, such as buying and selling unseeded fruit or buying and selling young animals still in the womb. In general, the argument used is that the Messenger of Allah forbade the sale and purchase of fruit that had not produced results, as narrated by Imam Bukhari and Muslim.
 - 2) Assets must be durable, long-lasting, and valuable, i.e., objects that can be used and stored.
 - 3) You own the object.
 - 4) Can be submitted.
- b) Contract implementation conditions (*nafadh*)¹²

1. Objects owned by *'aqid* or power over the contract
2. The object does not belong to anyone else. As a result, unless permitted by the real owner, he is not permitted to sell rented or pawned goods, because these goods do not belong to him (*Maquf*). Buying and selling are classified into two categories based on *nafadh* and *waqf* (insurance), selling and buying are divided into two:¹³

To begin, a *nafadh* sale and purchase are carried out by people who have met the requirements and pillars of buying and selling for the sale and purchase to be categorised as valid.

Second, buying and selling *mauquf* is a sale and purchase conducted by people who do not meet the *nafadh* requirements, that is, they do not own and are not authorized to enter into contracts.

3. Buying and selling *fudhul* (buying and selling do not belong to someone else without permission). However, it is considered valid if the owner allows the sale and purchase of *Fudhul*. If the owner, on the other hand, does not permit it, it is deemed null and void.

¹⁰ Ibid. Hlm 76.

¹¹Dimyauddin Djuwaeni, *Pengantar Fiqh Muamalah* (Yogyakarta: Pustaka Pelajar, 2000).

¹²Wahbah Al-Zuhaili, *Al-Fiqh Al-Islami Wa 'Adilatuhu*, Terj Abdul Hayyie al-Kattani, 5 (Beirut: Dar Al-Fikr, 2011).

¹³Muhammad bin Isma'il Al-'Amir, *Asb-Shari'ani*, Terj. Muhammad Isnani *Subulus Salam*, 2 (Jakarta: Darus Sunnah, 2015).

c) Contract validity conditions

This requirement is divided into two parts: general and specific.¹⁴

1. General conditions are the conditions relating to all forms of buying and selling that have been determined by *syara'*. Among them are the previously mentioned conditions. And must avoid buying and selling defects such as obscurity, compulsion, limitation with a time of deception (*gharar*), harm, and other destructive requirements.
2. Special conditions are conditions that only apply to specific goods. This sale and purchase must meet the following criteria:¹⁵
 - a. Traded goods must be able to be held, specifically in the purchase and sale of objects that must be held because if they are released, they will be damaged or lost.
 - b. The initial price, namely the sale and purchase of trust, must be known.
 - c. Objects are handed over before separation, as in buying and selling where the object is present.
 - d. The acceptance conditions have been met.
 - e. It must be balanced in terms of scale size, specifically when buying and selling using sizes or scales.
 - f. They are responsible for the goods traded. As a result, it is illegal to sell goods that are still in the seller's possession.

3. *Luzum* conditions (necessity).¹⁶ There is only one condition: the sale and purchase contract must be free of *khiyar* (choice) relating to the two contract parties, or the contract will be canceled.

2. **Buying and Selling Forms**a. **Buying and Selling Greetings**

Salam refers to the sale of an item whose delivery is delayed, or the sale of an item whose characteristics are clearly stated with an advance payment of capital, while the goods are delivered at a later date.¹⁷ According to the Sharia Economic Law Compilation (KHES), *salam* is a financing service related to buying and selling that is carried out at the same time as ordering goods.¹⁸ In more detail, *salam* is defined as a type of sale and purchase with an upfront payment and delivery of goods at a later date with a clear price, specification, quantity, quality, date, and place of delivery, as agreed in advance in the agreement.¹⁹

b. **Wakalah**

1. Definition

Wakalah is derived from the words *wazan wakala-yakilu-waklan*, which means to hand over or represent affairs, whereas *wakalah* is the work of a representative. *Al-Wakalah* also refers to submission (*al-Tafwidh*) and upkeep (*al-Hijdh*).²⁰ *Wakalah* contract is an agreement that gives another party the authority to carry out an activity when the person giving the power of attorney is unable

¹⁶ Ibid., 25

¹⁷M. Ali Hasan, *Berbagai Macam Transaksi Dalam Islam Fiqh Muamalat* (Jakarta: PT RajaGrafindo Persada, 2003).

¹⁸"Kompilasi Hukum Ekonomi Syariah," Pub. L. No. Pasal 20 ayat (34). (n.d.).

¹⁹Ascarya, *Akad Dan Produk Bank Syariah* (Jakarta: Raja Grafindo Persada, 2010).

²⁰Sayyid Sabiq, *Fiqhus Sunnah Dalam Muhammad Syaifi Antonio Bank Syariah Dari Teori Ke Praktik* (Jakarta: gema Insani, 2008).

¹⁴Muhammad Yazid, *Hukum Ekonomi Islam* (Sidoarjo: cahaya Intan, 2014).

¹⁵Yazid.

to do so.²¹ The meaning of *wakalah*, according to the *Shafi'iyah*, is an expression or transfer of power (*al-muwakkil*) to another person (*al-representative*) to carry out something of the type of work that can be replaced (*annaqbalu anniyabah*) and can be done by the giver of the power, provided that the work is carried out while the power of attorney is still alive.²²

2. *Wakalah* Types

- a. *Al-Wakalah Al Mutlaqah*, which means "absolutely," "without time limit," and "for all affairs." It is commonly referred to as broad power of attorney in positive law, and it is usually used to represent all of the needs of the power giver and is usually only used for administrative actions (*beheran*).
- b. *Al-Wakalah al-Mutkaqah*, or the appointment of representatives to act on behalf of the people in certain matters. This is known as a special power of attorney in positive law, and it is usually only for one legal action. This legal power is typically intended for certain legal actions related to ownership of an item, making peace, or other actions that can only be carried out by the owner of the item.
- c. *Al-Wakalah al-amanah*, a broader but simpler representation of *al-muqayyadah* than *al-mutlaqah*. This authority is typically used for the administrator's day-to-day operations. In the practice of *sharia* banking, *wakalah* is frequently used as a supplement

to contract transactions or as a bridge over the limitations or obstacles of contract implementation.²³

c. *Sharf*

Linguistically, *sharf* means "additional." In general, *sharf* is a method of buying and selling *naqdain*, whether similar or not. That is, buying and selling gold for gold, silver for silver, or gold for silver in the form of jewelry or currency.²⁴

In general, the conditions are that there is a handover between the two parties before separating, that the property is of the same size, that it is free of *kbihar* rights, and that it is carried out without any suspension.²⁵

3. Prohibited buying and selling

a. Selling something that does not exist

The Imams of Madzhab agree that the sale and purchase of goods that do not exist or have the possibility of not existing is illegal. For example, selling plants and fruit that don't look perfect. Some Muslim scholars hold the following views on non-existent buying and selling.

Ibnul Qayyim and his teacher, Ibn Taimiyah, permitted the sale and purchase of goods that were not present at the time of the transaction if the goods were guaranteed to be available in the future according to custom.²⁶

²¹Abdul Aziz Dahlan, *Ensiklopedia Hukum Islam*, 6, 1912.

²²Karim, *Fiqh Muammalah*, 3 (Jakarta: Raja Grafindo Persada, 2002).

²³Irma Devta Purnamasari, *Akad Syariah* (Bandung: PT. Mizan Pustaka, 2011).

²⁴Al-Zuhaili, *Al-Fiqhu Al-Islami Wa 'Adilatuhu*, Terj. Abdul Hayyie al-Kattani.

25 Ibid., 279

²⁶Abdul 'Azhim bin Badawi Al- Khalafi, Terj. Ma'ruf Abdul Jalil. *Al-Wajiz* (Jakarta: Pustaka As Sunah, 2011).

b. Buying and Selling *Gharar* Elements (manipulation)

Gharar according to Imam As-Sarakhsi of the Hanafi ulama, is a sale and purchase with unintended consequences.

Meanwhile, Imam al-Qarafi of the Maliki ulama defines *gharar* as a sale and purchase where it is unknown whether the goods can be obtained or not, such as buying and selling birds in the air and fish in the water. According to Imam ash-Syarazi of the Shafi'i ulama, *gharar* is a sale and purchase in which the goods and their consequences are not clear.

²⁷

In conclusion, buying and selling that contains *gharar* is a sale that contains danger (loss) for one party and can result in the loss of property or goods.²⁸

c. Non-transferable buying and selling

The majority of Hanafiah ulama believe that the sale and purchase of goods that cannot be handed over during the transaction is invalid, even if the goods belong to the seller.

According to Syafi'i and Hanbali, it is not legal to sell goods that cannot be surrendered, such as birds in the sky, fish in the water, and abandoned camels. *Gharar* is present in the above-mentioned modes of buying and selling.

Since 14 centuries ago, the terms of buying and selling gold have been regulated in Islam. And, despite changing circumstances, this provision remains in effect until the end of time. It is stated in a hadith:

²⁷Muhammad bn Isma'il Al-Amir Ash – Shari'ani, *Terj Mubammad Isnani. Subulus Salam*, 2 (Jakarta: Darus Sunnah, 2015).

²⁸Ibid., 560

عن عبادة بن الصامت، قال : قال رسول الله صلى الله عليه

وسلم : الذَّهَبُ بِالذَّهَبِ، وَالْفِضَّةُ بِالْفِضَّةِ، وَالْبُرُّ بِالْبُرِّ،

وَالشَّعِيرُ بِالشَّعِيرِ، وَالتَّمْرُ بِالتَّمْرِ، وَالمَلْحُ بِالمَلْحِ، مَثَلًا بِمَثَلٍ،

سَوَاءٌ بِسَوَاءٍ، يَدًا بِيَدٍ، فَإِذَا اِخْتَلَفَتْ هَذِهِ الْأَصْنَافُ فَبِيعُوا

كَيْفَ شِئْتُمْ، إِذَا كَانَ يَدًا بِيَدٍ (رواه مسلم)

Ubadah bin as-Shomit radhiallahu 'anhu related it. "Gold is sold for gold, silver is sold for silver, wheat is sold for wheat, *syair* (a type of wheat) is sold with poetry, dates are sold for dates, and salt is sold for salt," He said, adding that the amount (measure or scales) must be the same and paid in cash. If the types differ, feel free to trade in any way you see fit, but it must be done in cash."

In the preceding Hadith. Rasulullah SAW mentioned six different types of commodities:

1. Gold
2. Silver
3. Wheat
4. Sya'ir
5. Dates
6. Salt

According to *Shari'a*, buying and selling refer to the exchange of assets based on mutual consent. Alternatively, a justifiable exchange can be used to transfer property (ie in the form of a legal medium of exchange). It can be concluded that buying and selling can occur through:

- a. The exchange of assets between parties based on mutual consent, and
- b. The transfer of property with a justifiable exchange, namely in the form of a recognised legal medium of exchange in trade traffic.²⁹

²⁹Suhrawardi, *Hukum Ekonomi Islam* (Jakarta: Sinar Grafika, 2012).

In the discussion of *fiqh* (الأصناف التي يجري فيها الربا). the six types of commodities mentioned in the Hadith above are commonly referred to as usury commodities. In Islam, there are special provisions for buying, selling, or bartering the six commodities listed above. If the buying and selling or bartering of these six commodities are not done under Islamic provisions, it may result in usury transactions, which are prohibited by Islam.³⁰

Ulama divides these six commodities into two categories:

1. The gold-silver duo
2. Other than gold-silver groups

The ulamas then differ in their views on what property is included in the commodity of usury in two ways:

1. **The first opinion** of thought holds that usury commodities are limited to the six commodities mentioned in the hadith: gold, silver, *burr*, *syā'ir*, *tamr*, and salt. It is not included in addition to these six items. This is *Zahiriyah's* viewpoint because the *Zahiriyah mazhab* completely rejects *qiyas*. Also from *Hanabilah*, Ibn *Aqil's* point of view.
2. **The second viewpoint** holds that usury commodities are not limited to the six commodities mentioned in the hadith, but also apply to all commodities with the same *illat*. So that, other commodities with the same *illat* are *qiyased* alongside these six commodities. This is the majority view of academics.

b) Buying and Selling Gold Online

"Similarly, buying jewelry from craftsmen with installment payments is not allowed, because there is no delivery of the

price (money), and it is also illegal to take debt," Dr. Wahbah Zuhayli said in *al-Muammalat al-Maliyah Al-muasyarah*. Contemporary ulama bases their argument on removing gold's position from usury goods so that it is permissible to sell gold formidable with Ibn *Taymiyyah* and Ibn *Qayyim's* opinion. According to these two scholars, gold jewelry is no longer considered usury good because its status has shifted to that of a type of clothing and goods.³¹

According to the DSN MUI fatwa Number 77/DSN-MUI/V/2010 concerning the Sale and Purchase of Gold for Non-Cash, it has been decided that the law of buying and selling gold in a non-cash manner, whether through ordinary buying and selling or buying and selling *murabahah*, is permissible (*mubah, jaiẓ*), as long as the gold does not become the official medium of exchange (money).³²

2. Dropshipping

a. Understanding Dropshipping

Dropshipper Suppliers are the owners of the products, in this case, manufacturers or wholesalers who sell dropshipping systems. While drop shippers are people who help drop shippers sell their products without first purchasing the product for stock. The dropshipping system is a purchasing and selling system that enables drop shippers to sell a variety of products directly from producers or wholesalers (drop shippers) to consumers without keeping stock or packing and shipping goods to consumers. This system is ideal for people who want to sell but do not have their product and do not want to deal with packaging and shipping because everything is handled by the producer or wholesaler acting as a drop shipper. There are

³⁰Abu Muhammad Al Anshari, *Al Fiqhul Islamiy, Kitabur Riba*, [Http://173.193.234.99/~daawa/Islam/Fkbislami/Fkbislami/Riba.Php](http://173.193.234.99/~daawa/Islam/Fkbislami/Fkbislami/Riba.Php), n.d.

³¹Deni Purnama, "Emas : Antara Mata Uang Dan Komoditas," *Uin Syarif Hidayatullah.*, 2014.

³²"Fatwa DSN MUI No. 77/DSN-MUI/V/2010" (n.d.).

two dropshipping purchasing and selling systems available:

- 1) Dropshipping with goods that have not been authorised by the drop shipper or supplier. Typically, the seller creates his own account. He lists a wide range of goods for sale, but the goods remain in the hands of the original traders. Without a reward agreement with the first merchant, he only played a role in locating goods. The goods offered are not the dropshipper's property, and he has not received permission or asked the original merchant for permission, but he has already offered the goods.
- 2) Dropshipping with goods that have permission from the dropshipper or supplier. For the second system, this is usually accomplished by asking the dropshipper or supplier for permission to participate in the sale of the goods. As a result, the trader acts as the person who is granted the authority to sell. His position as a person who obtains power of attorney is nearly identical to that of a reseller. It's just that the merchant cannot control the condition of the goods being sold³³

b. Mechanism for Dropshipping

As a dropshipper, your sole responsibility is to find buyers by offering or promoting products from manufacturers or wholesalers to consumers through the use of a catalog or photos of the products provided. The dropship reseller only contacts the manufacturer or wholesaler to ship their own product after an order or buyer pays. As a result, dropship resellers are not required to package and ship goods to customers because

³³Muflihatul Bariroh, "Transaksi Jual Beli Dropshipping Dalam Perspektif Fiqh Muamalah," *LAIN Tulungagung*, 4 (2016).

the dropshipping provider has done everything.³⁴

Dropshipping activities are divided into three stages:

1. A seller exists.
In this case, the seller or seller is a seller with a large number of selling goods. Aside from the goods being sold, the seller here has a fairly broad market reach.
2. Product promotion from resellers.
In this case, the reseller is a third party who works to promote and sell the seller's merchandise.
3. Buyer.
Buyers in this case are consumers who require an item and wish to purchase it.
4. The reseller accepts the order and forwards it to the seller.
5. The seller processes and then delivers the goods to the consumer.

Dropshipping only serves as an intermediary between consumers and the actual seller or supplier in this system. Dropship never stocks or provides a location to stock goods, instead of promoting through online stores by posting photos and criteria for goods and prices. Goods are obtained through collaboration between other parties who own the real goods..³⁵

B. The Effects of Buying and Selling Gold Online Using the Dropshipping System According to Maqashid Syari'ah

1. Buy and Sell Gold Online Using a Dropshipping System

According to wikipedia, dropshipping is a sales technique in which the seller does not keep an inventory of goods. If the seller receives an order, the seller can directly order

³⁴Catur Hadi Purnomo, *Jualan Online Tanpa Repot Dengan Dropshipping* (Jakarta: PT Elex Media Komputindo, n.d.).

³⁵Feri Sulianta, *Terobosan Berjualan Online Ala Dropshipping* (Yogyakarta: Penerbit Andi, 2014).

and detail the delivery of the goods to the distributor, supplier, or manufacturer.

Many Muslims are now choosing to invest in gold online, with one of the benefits being that the ups and downs of gold prices are very intense, with the price of gold increasing every day. A business opportunity for drop shippers has arisen in which online gold marketing can be used as a business venture without fear of loss. The following is the gold price from November 30, 2020, to December 4, 2020.

Sample of case

Initially, a gold agent (A) in Malang sells gold bars weighing between 0.5 and 5 grams. There are differences between each selling price and each buying price as follows:

The gold price chart as of September 1, 2020*

Weight/gr	Sell Price	Purchase Price
0,5	Rp 495,000	Rp 500,000
1	Rp 995,000	Rp 1,000,000
2	Rp 1,995,000	Rp 2,000,000
3	Rp 2,995,000	Rp 3,000,000
4	Rp 3,995,000	Rp 4,000,000
5	Rp 4,995,000	Rp 5,000,000

* A table has been created for ease of calculation.

Agent (A) has several drop shippers, one of whom is in Jakarta. The drop shipper (B) begins offering gold merchandise in his online store or on his personal social media account by simply using an inviting ad wording and supporting images.

One day during the Covid 19 season, the drop shipper (B) received an order from his customer for three gold bars, each weighing one gram. Dropshipper (B) has other gold agents in Jakarta, but none of them have the gold stock requested by the customer (C). As a result, he contacted Agent (A) to pick up the gold order from Malang, following the contract between the Dropshipper (B) and Customer (C) on Tuesday, September 1, 2020, with the **purchase price of gold** that day 1 gram =

Rp. 1.000.000,- with a total prize of Rp. 3,000,000,-. So the Dropshipper (B) orders three gold bars of one gram each with a **gold-selling price of Rp. 995.000,-** for a total price of Rp. **2,985,000**, to be delivered to Jakarta on Saturday, September 3, 2020.

Dropshipper (B) benefits from the preceding case example because he buys gold from Agent (A) at a selling price, namely because he is the official drop shipper of Agent's *antam* store gold outlet (A). Meanwhile, Agent (A) profits because his merchandise is sold, and Customer (C) profits because his needs are met in the form of three bars of gold.

According to the author's analysis, the implementation of the contract that occurs between the Dropshipper and the Customer uses a *salam* contract because this system is a buying and selling system by ordering. Where payment is made in cash and the goods are delivered later. The following pillars must be met in the *salam* sale and purchase contract:

1. **Aqid**, or the person who makes the contract, namely the buyer or *al-muslim* or *rabussalam*, and the seller or *al-muslim ilaih Aqid* or the person who makes the contract, namely the buyer and seller. In general, as described in previous chapters on contracts, both the seller and the buyer must have experts (skills) and territory (power).

a) Ahliyah (worthiness or skill)

In Arabic, *expertiyah* means *shalahiyah* (worthiness or skill). The expression "so many experts for something." This means he is capable of doing it, and in fiqh terms, skills are classified as skills to carry out obligations.³⁶

b) Geographical area (master something)

Walayah, or territory, is derived from the word "*wala*," which means to control something, and he has the authority or obligation to carry it out. *Walayah* is *syar'i* power over oneself or property, implying the implementation of *tasaruf* (actions) on both in a *syar'i* manner, according to the term *fuqaha*.³⁷

³⁶Abdul Karim Zaidan, *Pengantar Studi Syari'ah* (Jakarta: Robbani Press, 2008).

³⁷ Ibid., Hlm 421

The preceding explanation explains that parties who conduct online buying and selling transactions using the dropshipping system are legal under Islamic law. This is because the practitioners have met the expert requirements, namely skills, as well as the regional requirements, namely power. Where the parties to the dropshipping system sale and purchase are adults, capable of taking legal action, and mutually willing to each other. While the area in question is a person's authority or power to carry out a specific contract, this implies that the person is the original owner, guardian, or representative of a transaction object. Dropshipper (B) has represented the sale to Agent (A) with proof of registration as a Dropshipper of Agent's gold shop (A).

2. **Ma'qud alaih**, which consists of muslim fih (the ordered goods) and the price or capital of *salam*. Terms of sale and purchase of *salam* according to Fatwa of the National Sharia Council (DSN) Number: 05/DSN-MUI/IV/2000, namely:
- a) Terms of payment
 - 1) Payment instruments must understand the amount and form, both in terms of money, goods, and benefits.
 - 2) Payment must be made at the time the contract is signed
 - 3) Payment may not be in the form of debt relief
 - b) Provisions for goods
 - 1) It must have distinct characteristics and be identifiable as debt
 - 2) Must be able to explain the specifications
 - 3) The submission is made later.
 - 4) The time and location of the goods' delivery must be agreed upon.
 - 5) The buyer must not sell the goods before receiving them.
 - 6) It is not permitted to exchange goods, except with similar goods under the agreement.

The author analyses that there are practices that are not in accordance with the provisions of the terms regarding goods based on some of the provisions above and

examples of previous cases, namely the buyer may not sell goods before receiving them. The goods have been sold to consumers, and the goods are being delivered directly to the customer's (C) address by the Agent (A).

3. *Sighat*, namely *Ijab* and *Qabul*

The scholars agree that the emergence of an attitude that shows the willingness or agreement of both parties to realise the obligations between them, which the scholars call *sighat akad*, is the basis for the realisation of a contract. A *sighat* contract must be formed by parties who entered into the contract in a sharia-compliant manner. The method is that the contract must use a pronouncement that demonstrates each party's willingness to exchange ownership of assets in accordance with applicable customs.

The parties in the dropshipping system, such as agents (suppliers), drop shippers, and customers (C), are the parties who have purchased and sold greetings, namely through orders. Where in the transaction the parties have agreed to exchange ownership of assets. Be it between the Customer (C) and the dropshipper (B), or between the dropshipper (B) and the Agent (A).

The practice of buying and selling the dropshipping system used in the case example can be seen in the terms of sale and purchase greetings that have been fulfilled, but the terms and conditions regarding the goods being sold have not been fulfilled because the goods are still in the hands of the agent (supplier).

The Gold Buying and Selling Scheme with the Dropship System are as follows:

- | | |
|---|---|
| 1) Buyers go to the drop shipper's online store. | 2) Buyers visit the drop shipper's online store. |
| 3) Dropshippers purchase goods from distributors. | 4) The distributor sends the product to the buyer while mentioning the drop shipper's online store. |

4. The Effects of Using a Dropshipping System to Purchase and Sell Gold Online Based on Maqashid Syari'ah

The author attempts to examine how *maqashid sharia* might apply to buying and selling gold online with this dropshipping system based on the explanation of purchasing and selling gold online with the dropshipping method provided above. According to *Syathibi, Qashdu ash-syar'i fi wadh'i ash-syari'ab* (God's purpose in establishing *Shari'a*), Allah follows *Shari'a* (laws of law) seeking to produce good and avert evil (*jalbul mashalil wa dar'ul mafasid*), both in this world and the hereafter.³⁸

Syathibi then categorises *maqashid Shari'ab* into three grades: *dharuriyyat* (primary), *Hajjiyat* (secondary), and *tahsiniyat* (tertiary). Maintaining the integrity required for human life is known as *dharuriyyat*. Religion (*al-din*), the soul (*al-nafs*), children (an-nasl), property (al-mal), and reason (*al-mal*) are the five fundamental requirements (*al-aql*).³⁹

The author then attempts to assess *maqashid sharia*-compliant online gold sales and purchases using a dropshipping system, as follows :

No	Maslahah	Mafsadah
1	The dropship marketing strategy is basically a way to buy and sell things online that aims to make transactions simple. Electronic (e-commerce) is a useful modern tool for streamlining people's affairs.	The item that the customer receives might not look exactly like the image that the drop shipper has advertised.
2	Drop ship marketing system is a solution for	Because the drop shipper does not see or check the

³⁸Mufid, *Ushul Fiqh Ekonomi Dan Keuangan Kontemporer Dari Teori Ke Aplikasi* (Jakarta: Prenadamedia, 2016).

³⁹ Ibid. Hal 172

	companies to reach a wider range of consumers, especially during a pandemic that creates a barrier between consumers and distributors.	item being promoted directly, there is a possibility of a defective item reaching the consumer.
3	Dropshippers can do it anywhere, no need to shop	Dropshippers will face difficulties when consumers complain about non-compliance with the merchandise they receive.
4	Business training for new entrepreneurs	The promoted item may be out of stock at the agent.
5		Price competition in the marketplace creates small profit opportunities, and consumers prefer to buy directly from suppliers.

According to the table above, the dropship marketing system is an online buying and selling method designed to facilitate transactions between sellers and buyers today. The benefit sought by this system begins with the emergence of electronic commerce (e-commerce) as a modern, practical tool for facilitating people's affairs. The dropship marketing system has also emerged as a solution for companies to reach a wide range of consumers with ease. The process of broadening a company's wings is critical to the company's survival.

In this study, the author sees a problem related to the practice of buying and selling with dropship marketing, namely the absence

of merchandise at the seller (drop shipper) and even the need for a dropshipper to have merchandise. The sale and purchase, which is essentially an exchange of something with something else, is disturbed by the existence of the problem, so the *maqashid* of the law of buying and selling itself is not achieved. To achieve *maqashid Shari'ah*, which is meant in buying and selling, it is very necessary to correct this dropship system again with *maqashid sharia* analysis.

The essence of *maqashid sharia*, according to al-Syatibi, is the benefit. The amount of usefulness, goodness, and usefulness in it can be used to calculate the benefit. This *maqashid sharia* will also be realized if the elements of religion, soul, reason, honor, descent, and property are all maintained. As a result, to achieve what is known as a benefit, humans must fully understand *maqashid* from the law of buying and selling as well as fully comply with *syar'i* law.

Concerning the current issue, namely the seller's lack of merchandise (drop shipper). One of the pillars and conditions for the validity of buying and selling is the presence of merchandise at the seller, which means that the seller must first own the merchandise. According to the majority of scholars, the four pillars of selling *bei* are *ba'i* (seller), *musytari* (buyer), *sighat (ijab and qabul)*, and *ma'qud alaih* (contract object or merchandise). While the conditions for the validity of the sale and purchase related to the contract's object are: first, the contract's object must exist. It is not permissible to enter into a contract for non-existent goods, such as buying and selling fruit that is not visible, buying and selling birds in the air, or buying and selling fish that are still in the sea. Second, the contract's object must be durable, long-lasting, valuable, and capable of being used and stored. Third, the object of the

contract must be it's own. Fourth, the contract object can be submitted.

Similarly, it is asked *in al-tadzib fi justicelati matan al-ghaayat wa al taqrib* whether buying and selling is legal if the seller already owns the merchandise. The sale and purchase are void if the merchandise is not owned. As the Prophet Muhammad SAW said (Musthafa Dib al-Bagha, At-tadzib:123)

وَلَا بَيْعَ إِلَّا فِي مَا تَمْلِكُ

Meaning: There is no buying and selling unless (the contract's object) is owned. (From Abu David.)

According to the hadith, ownership of merchandise is very important because it relates to the legality of the buying and selling practices. So, in this case, the statement of the order for the seller's ownership of the merchandise is clear: the seller must own the merchandise first. Ownership of this product extends not only to the seller (supplier) but also to the drop shipper. However, if the seller has the merchandise first, he is no longer referred to as a drop shipper, but rather as a reseller, because the seller does not own the merchandise, he sells under this dropship marketing system. In other words, only as a bridge between suppliers and customers.

The seller's lack of merchandise causes uncertainty (*gharar*) about what he is selling, which causes the buyer to be uncertain about what he is buying.

نَهَى رَسُولُ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ عَنْ بَيْعِ

الْغَرَرِ

Meaning: Rasulullah SAW has prohibited the purchase and sale of *gharar*. (HR. Muslim)

The variety of marketplaces that can now be easily found by everyone, with over 1000 sellers and very low prices, makes competition between sellers difficult and the profit door for drop shippers very narrow. The problems that exist as a result of the dropshipping system for gold sales make the *maqashid Shari'ah* element feel unfulfilled. The elements of soul, mind, honor, and property are also not met because dangerous problems arise between the seller and the buyer. According to Syatib, this is one of the *dharuriyat* needs that must be met in *maqashid Shari'ah*.

درء المفساد أولى من جلب المنافع

Meaning : Again mafsadat is more important than receiving benefits (Abbas Arfan, 2012:51)

Thus, in the author's opinion, buying and selling gold online with this dropship system where gold is no longer a usury item, if the delivery takes more than 1x24 hours to reach the consumer, the law is okay if notes, contracts, and pricing are carried out at the beginning before the gold is sent. Then see the *mafsadah* above the implementation of online gold buying and selling with a dropship system, where the *gharar* principle occurs, the drop shipper sells and promotes goods/gold with the goods/gold, not in his hands, the presence of merchandise at the seller is one of the pillars and conditions for the validity of buying and selling, this creates anxiety for the transaction's soundness.

Therefore, it can be claimed that using the dropship system to buy and sell gold online has a *mafsadah* effect under *maqashid Shari'ah*.

CONCLUSION

1. Because this system functions as a purchasing and selling system by ordering, the contract that is used between the Dropshipper and the Customer is a *salam* contract where the goods will be dispatched after the cash payment has been received. The terms of sale and purchase greetings that have been complied with demonstrate the dropshipping system's application to the case study, but the terms and conditions surrounding the items sold have not been complied with because the goods are still in the hands of the agent/distributor (supplier).
2. Purchasing and selling gold online via a dropshipping system, where gold is no longer considered a usurious good, is lawful as long as notes, contracts, and prices are completed at the beginning before the gold is sent. The presence of goods at the seller is one of the pillars and conditions for the validity of buying and selling, so the implementation of online gold buying and selling with a dropship system violates the *gharar* principle because the drop shipper sells and promotes goods/gold with the goods/gold, not in his hands. This raises concerns about the legitimacy of a transaction. As a result, it can be claimed that using the dropship system to buy and sell gold online has *mafsadah* according to *maqashid Shari'ah*

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