

**The Law of Dropshipping Buying According to Madzhab Malikiyah
and Syafi'iyah**

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Abstract: This study aims to examine the sale and purchase of dropshipping which fall into the category of Salam, Ijarah and Wakalah contracts and laws according to the Malikiyah and Syafi'iyah schools of thought. The research method used is qualitative with primary data sources obtained by interviewing the sources, with secondary data in the form of literature studies of previous research and fiqh books of the Malikiyah and Syafi'iyah schools. The results of the study show that the dropshipping buying and selling system is included in Salam, Ijarah and Wakalah contracts, as Syafi'iyah's opinion allows salam contracts which have a short estimated delivery time, called salam haal and with cash advance payments when the transaction takes place. As for the Maliki school, it does not allow the salam haal contract because the estimated time for delivery of the goods is short.

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Introduction

Buying and selling is a necessity that has been known for a long time. Long before Islam came, humans on earth were familiar with buying and selling transactions to fulfill their needs. Buying and selling is a type of business that is often practiced by the Prophet and his companions compared to other livelihoods. As time goes by, humans experience the development of technology and systems in communicating. The development of technology gives rise to sophisticated and modern tools that help a person to fulfill all his needs, both in terms of communication, transportation, and buying and selling, all of which can be accessed online.

In the period before the development of modern technology, not a few sellers had difficulty finding capital to buy goods, looking for markets, or looking for stalls to sell in order to build their commerce. However, nowadays, with the development of technology in communicating, all of that doesn't need to be done anymore, because there are so many business people who can run their business with only their gadgets, no need to look for markets or trading

stalls, this is what is known as buying and selling online or online. For business actors who have financial capital or have their own business but do not have stalls to sell, they can take advantage of technology by selling online. However, not all Indonesian people who have financial adequacy or their own business, many of the Indonesian people who want to do business but have difficulty in financial capital, raw materials, and a place of business, so they can still do business by dropshipping.

According to the Central Bureau of Statistics, Dropshipper is a Dropshipper (intermediary seller and buyer) almost the same as a reseller, but he does not own the goods being sold, so his job is only to find consumers, then report orders to suppliers. After that the supplier will send it to the consumer, and the dropshipper gets a commission. It is even noted that the development of dropshipping in South Sumatra, especially in Palembang, has increased to 63.01% (Kusumatrisna et al., 2020). Where the seller only has a gadget and an internet network then by displaying product images in his online store after having a cooperative relationship with the owner of the goods or supplier without owning or stocking the goods first. If the seller gets an order for goods from the buyer, the seller asks the buyer to pay it first by transferring it to his account then the seller will forward it to the supplier or producer to send the order to the buyer under the seller's name.

From this dropshipping transaction, it shows that the seller is not the owner of the item or the item he wants to sell does not yet exist. Considering that in buying and selling transactions, it is required that the object of sale and purchase must be owned by the seller or present during the transaction, as the Prophet's advice to his friend Hakim Bin HizamHR. Abu Daud no. 3503 "O Judge, do not sell what you do not have"(1996 (السج & اني). As stated by An-Nawawi, the sale and purchase of the dropship system is termed Al-Ma'dum buying and selling. (النووي الدين ا الإمام), 2008), or buying and selling Ghaibah as said by, Abbul Abbas (الونشريسي), 1990), Abu Syuja' (شجاع, nd) and Taqiyuddin Al-Husny (الشافعي, 2016) which these terms have one meaning that does not conflict with one another, namely buying and selling goods that do not yet exist.

In a previous study entitled "The Validity of the Sale and Purchase Transaction Agreement with the Dropshipping System" it was stated that dropshipping buying and selling in the perspective of Islamic economic law is permissible if the contract used is a salam contract on the condition that the goods and transactions are clear. (Arifin, 2020). Research entitled "Dropshipping Sales and Purchases by IAIN Surakarta Students According to Islamic Law" states that dropshipping sales related to ownership of goods has the potential for fraud, but there is a solution to make this dropshipping sale and purchase in accordance with Islamic law, namely by using a samsarah contract, wakalah, or a greeting contract. Of the three contracts, the dropshipping sale and purchase carried out by IAIN Surakarta students is a sale and purchase that is compatible with the salam contract and may be carried out as long as it fulfills the pillars and conditions of the salam contract (Ikhsan, 2018). The third study entitled "The Concept of Selling and Buying Dropshipping Models with an Islamic Economic Perspective" which

states that dropshipping buying and selling has fulfilled the pillars of the contract in sharia(Nubahai, 2019).

Further research with the title "Dropship Marketing System in an Islamic Perspective" explains that dropshipping is allowed when using samirah, wakalah and greeting contracts.(Cahyadi, 2018). Furthermore, the research entitled "Dropshipping System in Online Business and Its Solutions in Islamic Law" states that dropshipping is allowed if under the simsarah, wakalah bil ujah and murabahah schemes.(Masyhudi, 2020). The research entitled "Online Buying and Selling Law with a Dropshipping System According to Sharia" explains the results of the analysis determining that the law of buying and selling online with a dropshipping system is permissible as long as it meets the criteria for mutual pleasure and there is no deceit in it with a salam contract.(Rudiana & Bustomi, 2015).

However, there is another study that prohibits dropshipping buying and selling with the title "Overview of Islamic Law on Online Purchase Contract Objects with a Dropshipping System at the Princess Shop Online Store" stating that the object of the sale and purchase contract in one of the Princess Shop dropship shops does not meet the requirements of the pillars. the object of the contract, because there is a difference between the condition of the goods in the photo and the real goods that will be received by consumers, the dropshipping sale and purchase law is not valid, (Sustainable, 2015). Another study entitled "Analysis of Contemporary Muamalah Jurisprudence on Online Buying and Selling with a Dropship Transaction System (Islamic Law Study)" which states that the practice of dropshipping is a prohibited sale and purchase due to non-fulfillment of the terms of sale, namely the dropshipper never has power over the goods he is selling. and there is dishonesty on the shipping label as if the dropshipper is the real owner of the goods so there is an embassy element(Pamujiyanto, 2019).

While the research entitled "Dropshipping Transactions with Sharia Economic Perspective" explains that dropship is not in accordance with the salam contract because the conditions for sale and purchase of greetings are not fulfilled by the dropshipper who has never stocked the goods so that they do not have power over the goods, and the dropshipper is dishonest in terms of shipping labels. goods that appear as if the dropshipper is the real sender and producer of the goods(Rudiana & Bustomi, 2015). And Erwandi Tarmizi with the title "Dropshipping in the Perspective of Contemporary Fiqh Muamalah" said that dropshipping is more about discussing the object of goods to be transacted, namely usury and non-ribawi goods with contemporary fiqh law.(Tarmizi et al., 2021).

From previous research, none of them have focused specifically on studies that refer to certain schools of thought, while this research focuses more on the opinions of the scholars of the Malikiyah and Syafi'iyah schools of law regarding the law of dropshipping that is allowed and what is not.

Research Methodss

This type of research is descriptive qualitative. Sources of data used are primary data obtained from interviews and secondary data in the form of literature study which includes previous research and fiqh books of scholars, especially the Malikiyah and Syafi'iyah schools. The sample was obtained by using the Simple Random Sampling technique.

Data analysis was done by means of reduction, namely grouping important data so that it is simpler according to research needs and is considered capable of representing all the data that has been obtained, presenting data in the form of examining more deeply the data that has been reduced to find out whether the data is in the category of salam, wakalah, or ijarah and other elements that affect the data, for example usury or gharar, as well as drawing conclusions in the form of the results of the presentation of the data are compared again with the fatwas of Malikiyah and Shafi'iyah scholars to get a final conclusion.

The data collection technique was by interviewing the informants of dropshipping actors and activists, intended to hear information from them by looking at the forms of dropshipping contracts carried out, as well as the events they experienced and knew about, so that it could be concluded that the law of each case in the field from a legal perspective Islam with reference to the opinion of the scholars of the Malikiyah and Shafi'iyah schools.

Results And Discussion

Dropshipping Practice Realization

In the reality that occurs in the wider community, the practice of buying and selling, especially the dropship system, does not all understand Islamic law in trading. The majority of people have the concept that selling, selling goods and making big profits. This is because most dropshippers do not know that in trading they have knowledge and there will be accountability afterwards. One example of a dropshipper that the author met in the interview session explained that he did buying and selling online where he did not own the goods with only pictures, did not have a selling permit from the supplier, did not have a supplier who clearly collaborated with or gave permission to sell the goods, and a payment system. the COD (Cash On Delivery) or in debt. It can be concluded that the informant did not know that the contract he was working on contained a lot of gharar.

As for one of the causes of gharar that occurs because the informant does not have the goods but is sold with the COD system, it is different if the goods are sold by way of the consumer paying in full in advance by transferring it even though the supplier is still unclear and the properties of the goods offered have been explained, then the contract becomes permissible. because it is included in the salam contract. As explained by Ibn Abdilbaar Rahimahullahu in his book "Al-kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" page 329 which states that (There is nothing wrong with buying and selling houses, riding animals, slaves, and all types of merchandise if the seller has explained the characteristics of the nature (salam contract) of the goods being sold with characteristics that are understood by people who are

knowledgeable so as to avoid disputes in the sale and purchase contract, (إ. القرطبي, 1992).

Furthermore, the results of interviews with 33 informants which outline the information obtained by the author is classified into several parts, as described in the form of Table 1.1. as for Table 1.1 is in the attachment to the article. Based on Table 1.1 in the attachment to the article, it shows that in the dropshipping buying and selling system the majority of informants only carry out wakalah contracts, but it is undeniable that some informants combine several contracts that mix halal and haram so that the contract becomes haram. The explanation of each of the above contracts according to the Malikiyah and Shafi'iyah schools is as follows:

Malikiyah School

The meaning of the Malikiyah school is the attribution of the scholars who attribute their school to the founder of the school, namely Imam Malik bin Anas bin Malik. There are 4 Malikiyah scholars who explain in detail about the deep dropship buying and selling system used by the author for research. The term buying and selling goods that are not in the fiqh of Islamic buying and selling is Bai'ul Ma'dum, where the seller cannot present the goods when the contract occurs with the buyer, so they agree that the sale and purchase of Bai'ul Ma'dum is forbidden because it contains an element of gharar (obscurity) of an item and a contract, which is a condition in which the existence of the item cannot be ascertained, unless there are several contracts that are allowed even though the goods are not yet available when the contract occurs because there are many needs and benefits, such as: salam contracts, ijarah contracts, and wakalah contracts. . As stated by Ibn Rushd Al-Hafid Rahimahullahu in the book "Bidaayatul Mujtahid Wannihaayatul Muqtashid" page 674 regarding Bai`ul Ma`dum, namely:

والغرر يوجد في المبيعات من جهة الجهل على أوجه: إما من جهة الجهل بتعيين المعقود عليه، أو تعيين العقد، أو من جهة الجهل بوصف الثمن والمثمن المبيع، أو بقدره، أو بأجله إن كان هناك أجل، وإما من جهة الجهل بوجوده أو تعذر القدر عليه، وهذا راجع إلى تعذر التسليم، وإما من جهة الجهل بسلامته.

“The ghoror of uncertainty in merchandise takes several forms: firstly, there is no clarity in determining the physical form of the goods, secondly, there is no clarity in a contract, thirdly, there is no clarity about the nature of the goods and their prices or in terms of their proportions, fourthly, there is uncertainty in determining the estimated days for delivery of the goods, and the fifth is the lack of clarity in their whereabouts or being unable to afford them. determine it in the delivery, the six ambiguities in the custody of the goods.”

Broadly speaking, the contracts in Bai'ul Ma'dum in table 1.1 are grouped into 6 contracts, the following are the explanations of the Malikiyah scholars:

1. Greetings

Salam contract is a contract that is allowed even though the goods are not yet available but when the salam transaction takes place the seller is required to explain the properties of the goods to be sold, as explained by Ibn Abdilbaar Rahimahullahu in his book "Al-kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" page 329 :

“There is nothing wrong with buying and selling houses, riding animals, slaves, and all types of merchandise if the seller has explained the properties (salam contract) of the goods being sold with characteristics that are understood by knowledgeable people so as to avoid disputes in buying and selling contract, and it is not permissible to pay in cash with items that do not exist except for a light absence such as a day or two, then this condition is allowed to sell them under a salam contract. (القرطبي, 1992).”

Ibn Rushd Al-Hafiid Rahimahullahu said in his book "Bidaayatul Mujtahid Wannihaayatul Muqtashid" pages 728-729:

“The quantity of goods sold under a salam contract should be known, either by weight or volume if the goods can be priced, or goods which are only sufficiently explained by their nature. (القرطبي, 1995).

On the same page he explains the conditions of the salam contract are: The goods and means of payment should be of the An-Nasa type (not usurious commodities); Goods must be clear in their nature in terms of weight, quantity and content; Payments cannot be delayed more than three days; Goods must be available at the time of delivery; Goods must be delayed and may not be with greetings, namely a short estimate of delivery due to the element of gharar; and Unspecified goods and from certain stores.

2. Ijarah contract

Al-Ijarah contract is a contract that is allowed by agreement of all fuqoha in every era, which is related to the services or deeds of a person, namely someone who sells his services at a certain price called rent, as explained by Ibn Rushd Al-Hafiid Rahimahullahu in his book "Bidaayatul Mujtahid Wannihaayatul Muqtashid" page 748:

“Indeed, the ijarah contract is allowed by all jurists at every age and it is narrated from Ashom ibn Ulayyah he forbade it, and the jumhur argument is the word of Allah Azza Wajalla {I want to marry you with one of my two daughters} Al-Qashosh 27, and his word {Then if they breastfeed their child your children for you then give them their wages} Ath-Tholaq 6, and from As-Sunnah which is fixed as narrated by Bukhari from Ayesha said: The Prophet sallallaahu 'alaihi wasallam and Abu Bakr hired one from the tribe of Ad-Dil then from the tribe of 'Abdi bin 'Adiy as a guide and who is adept at mastering

the ins and outs of the journey that he had previously sworn in to the family of Al 'Ash bin Wa'il and still embraced the Quraysh infidel religion. So they entrusted him with his second journey and they both asked him to stop at the cave of Tsur after a three-night journey.

Ibn Abdilbaar Rahimahullah said in his book "Al-Kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" page 373:

"Whoever hires someone to graze his sheep, cows, or camels, then the rent is for a clear period of one year, one month or a desired period of a clear period and with a clear salary."

3. Wakalah contract

Wakalah contract is a permissible contract, which is called a representative, that is, someone represents on behalf of another person who has power over something, then the representative is as represented so that his position is the same, as explained by Mrs. Abdilbar Rahimahullahu in her book "Al-Kaafi fii Fiqhi Ahlilmadiinati Al -Maaliky" page 394:

"Book of wakalah (representation) any chapter that is considered a wakalah contract and which is allowed for representatives: everything that is allowed to be done then it is also permissible to be represented, wakalah is divided into two, whoever is allowed to represent something specifically or certain then he is not may do other things and may not be excessive than what has been determined, and he is allowed to determine the price of the goods ordered to sell it unless the case is prohibited by the person who gave the wakalah(الفراطي, 1995).

Abul Abbas Al-Wansyarisi Rahimahullahu in his book "Uddatul Buruuqy fii jam'i Sorry for Madzhabi Minal Jumuui' wal Furuuqy" page 523:

"And actually the branch testimony (representative) is not accepted together with the original witness (the person who gives the representative), and the representative is accepted by the person giving the representation and all of them change their positions, because the mouth of the representative is like the mouth of the person who gives the representative, and the words of the representative are like the words of the person giving the representative(الونشريسي, 1990).

4. Inah's Contract

Al-inah contract is a contract that is forbidden in buying and selling, namely the buyer comes to the lease to provide the goods owned by the seller at a certain price then the leasing party sells it to the buyer at a different price with an increase, the same as the buyer borrowing money from the leasing for buys the goods he wants from the seller then he pays the loan to leasing with this increase which is called usury in buying and selling as

explained by Ibn Abdilbar Rahimahullah in his book "Al-Kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" pages 324-325:

“And as for buying and selling inah, the meaning is a contract that was forbidden by the Messenger of Allah sallallaahu 'alaihi wasallam, which includes selling things that are not owned, as one person says to another: buy it from the seller for 10 dinars and I will (buy) it with 12 dinars or 15 dinars delayed debt with such maturity, then this contract is not allowed as we have explained (Riba) (القرطبي, 1992).

Asy-Shaykhul Amiir Rahimahullah in his book "Kitabu Dhuisy Syumuu 'Syarhul Majmuu' fii Fiqhil Maaliky" page 92 volume 3:

“As for when a person asks to buy an item to his friend from a merchant for 80 dinars and then he (his friend) sells it to him for 100 dinars then this is forbidden even though he is not an expert because he gets the benefit of paying a little money with a big one. (الأمير محمد, المالكي, 2005).

5. Jahiliyyah usury contract

Riba jahiliyyah is a contract that is forbidden in buying and selling transactions with credit payments, namely when a person cannot pay a credit installment from a predetermined time in payment, the owner of the item asks for additional money or a fine for the delay, as explained by Mrs. Rusyd Al-Hafid Rahimaullahu in his book "Bidaayatul Mujtahid Wannahaayatul Muqtashid" page 655:

“The usury that the scholars agree on in buying and selling is usury jahiliyyah which is prohibited by the Shari'a, where they used to carry out the salam contract with an additional element by giving a deferred period of payment (credit fines), namely someone said: give me a respite then I will give you additional (fine) (القرطبي, 1995)

Likewise, explained by Ibn Abdilbar Rahimahullah in his book "Al-Kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" page 324:

“As the usury contract (haram) by agreement (the scholars) in the word of Allah Azza Wajalla {Be fearful of all of you in Allah and leave what is left of usury} Al-Baqarah 277, as narrated by Zaid bin Aslam that people The ignorant people used to be when someone had a debt with him at a specified time, then the payment period came, he said: Pay your debt to me or you give me profit by adding your debt to me for my patience in delaying your debt. So the addition is an additional value to give tempo, and this is what Allah Azza Wajalla calls usury

and with the agreement of the scholars with the interpretation of the Qur'an.(أ. . . . ! ! . ! . القرطبي, 1992).

6. **Kaali contract'Bil Kaali'**

Kaali' bil kaali' contract is one of the contracts that contains the element of gharar which is forbidden in buying and selling, which is termed the sale and purchase of debt with debt, which is a transaction in which the seller promises delayed goods to the buyer and the buyer promises a delayed payment to the seller. , as said by Ibn Abdilbaar Rahimahullahu in his book "Al-Kaafi fii Fiqhi Ahlilmadiinati Al-Maaliky" page 363:

“And what is forbidden in buying and selling is Kaali 'Bil Kaali', namely the sale and purchase of debts and debts, in which this contract has many branches. the debt of payment of an item that is delayed or is also owed within the agreed time, then this kind of contract is not allowed(أ. . . . ! ! . ! . القرطبي, 1992)

Likewise, as explained by Asy-Syaikhul Amiir Rahimahullahu in his book "Kitabu Dhousiy Syumuu' Syarhul Majmuu' fii Fiqhil Maaliky" page 84 volume 3 :

“The reason for the prohibition of buying and selling debt with debt is due to the absence of goods and payments (when the transaction occurs)(المالكي الأمير محمد, 2005).

Syafi'iyah School'

The purpose of the Shafi'i school is the attribution of the scholars who attribute their school to the founder of the school, namely Imam Shafi'i Muhammad bin Idris bin Abbas. There are 6 Syafi'iyah scholars who explain in detail about the deep dropship buying and selling system used by the author for research.

The term buying and selling goods that are not in the fiqh of Islamic buying and selling is Bai'ul Ma'dum, where the seller cannot present the goods when the contract occurs with the buyer, so they agree that the sale and purchase of Bai'ul Ma'dum is forbidden because it contains an element of gharar (obscurity) of an item and a contract, which is a condition in which the existence of the item cannot be ascertained, unless there are several contracts that are allowed even though the goods are not yet available when the contract occurs because there are many needs and benefits, such as: salam contracts, ijarah contracts, and wakalah contracts. . As explained by An-Nawawi in his book "Kitaabul Majmuu 'Syarhul Muhadzdzab Lisy-Syirazy" pages 310-311 volume 9

(It is not permissible to sell something that does not exist, such as selling fruit that has not been planted, as narrated from Abu Hurairah {that the Prophet sallallaahu 'alaihi wasallam forbade buying and selling gharar}, then buying and selling goods that are ma'dum, i.e. not available, then vanity is invalid according to the agreement the scholars and quoted by Ibn Mundzir and others on the agreement of the Muslims on the vanity of the sale and

purchase contract of fruit within two years (which has not been planted) (الإمام النووي الدين، 2008).

Broadly speaking, the contracts in Bai'ul Ma'dum in table 1.1 are grouped into 6 contracts, the following are the explanations of the Syafi'iyah scholars:

1. Greetings

Salam contract is a pending goods order contract with cash payment in advance, as explained by Abu Syujaa 'Rahimahullah in his book "Matnu Abii Syujaa' Al-Ghaayatu Wat-Taqriib" pages 22-23 (شجاع، nd) :

Salam contracts are allowed in the form of cash greetings (delivery of goods with a short period of time) or greetings whose goods are delayed, with five conditions that must all be met, namely:

1. *The object (goods) of the salam contract should be characterized.*
2. *That item is a kind of item that is not mixed with other types.*
3. *Goods are not exposed to fire for (the purpose of) changing and the raw state becomes cooked, meaning not cooked*
4. *The goods are not certain (appointed).*
5. *The goods are also not part of certain (appointed) goods.*

In order to make the salam contract valid, there are eight conditions, namely:

1. *The goods ordered should characterize the goods after mentioning the types and types with characteristics that (can) distinguish the price of an item.*
2. *It is required to state the level of size or quantity with information that can eliminate ambiguity about the item*
3. *If the order is an item that was not received immediately, then the order must state the time of receipt*
4. *The item should generally be there at the promised time*
5. *The one who ordered must mention the place for the delivery of the ordered goods*
6. *The price must be known*
7. *The buyer or the buyer of the goods must pay the price of the ordered goods before separating*
8. *The order contract (salam contract) must continue, it cannot be entered into khiyar conditions.*

Then Taqiyyuddiin Al-Husny Rahimahullahu explained Abu Syujaa' above statement, as in his book "Kifaayatul Akhyaar fii hilli Ghooyatil Ikhtishaar Syarhu Matni Abii Syujaa'" pages 352-354:

“Salam is a contract with a guarantee of goods for the money that has been submitted from one of the deliveries and receipts because it negates the meaning of the debt salam contract in the dependents. Is it in the buying and selling category? There are two opinions, the stronger one is invalid in the sale and purchase contract due to unclear pronouncement, meaning that the salam contract is a debt

contract and a debt contract with the determination that something is contradictory.(الشافعي, 2016).

2. Ijarah contract

Ijarah is a rental contract that is allowed because the contract is related to a person's deeds or deeds, as explained by Abu Syujaa 'Rahimahullahu in his book "Matnu Abii Syujaa' Al-Ghaayatu Wat-Taqriib" page 26(شجاع, nd):

“Everything that can be utilized and its condition remains intact (unchanged), then it is permissible to rent it out if the benefit is determined by one of the following: With a time period or Work; Ijarah wages (rent) must be paid in cash, unless there is an agreement to postpone the payment of the rental wages, Ijarah does not become void due to the death of one of the two people who entered into the contract. However, the ijarah was canceled due to damage to the leased item. There is no liability for the tenant for the rental property unless it is damaged due to his carelessness.

Taqiyyuddiin Al-Husny Rahimahullahu explains Abu Syujaa' above statement, as in his book "Kifaayatul Akhyaar fii hilli Ghooyatil Ikhtishaar pages 409-410:

“Basically, the ijarah lease contract (employee) is invalid because the object does not exist only in the form of utilization, but is very much needed even for emergency needs where someone needs someone else's power, so for this reason it is permissible.(الشافعي, 2016).

3. Wakalah contract

Wakalah is a form of buying and selling contract in which the representative gets the power or permission from the owner of the goods, as stated by Ibn Qhodhi Syuhbah Rahimahullahu in his book "Bidaayatul Muhtaj fii Syarhil Minhaaj" page 257 volume 2:

“It is not permissible for a representative to represent something without permission (the owner) for something that he represents) because the owner of the goods is not happy to act on the goods by someone else.(شعبة, 2011).

As explained by Abu Syujaa 'Rahimahullahu in his book "Matnu Abii Syujaa' Al-Ghaayatu Wat-Taqriib" pages 24-25(شجاع, nd):

“Anything that is allowed to operate it is allowed to represent or receive a representative, wakalah is a permissible contract. Each has the right to cancel the contract at any time. The deputy contract was declared void because of the death of one of them. The representative

must be trustworthy in what he accepts and will do. Deputy does not replace except in carelessness. Representatives may not sell or buy except for three conditions: Selling at the market price, Operate assets with local money. It is not permissible to sell it yourself and does not have to be determined by the representative unless he gives permission.

Taqiyyuddiin Al-Husny Rahimahullahu explains in his book "Kifaayatul Akhyaar fii hilli Ghooyatil Ikhtishaar page 381:

“Wakalah in terms is to hand over the affairs of something to someone who replaces it other than to look after it. The Muslims agree on the permissibility of wakalah contracts, then the conditions for wakalah are: Muwakkil (person who gives representation) is someone who is legitimate in the control of something, such as ownership, or territory/power, such as a father and grandfather, then it is permissible for both of them to give representatives, if other than that then this cannot be a wakalah contract. So it's not valid to be a child or a crazy person(الشافعي, 2016).

4. Inah's Contract

Al-inah contract is a forbidden contract as explained by An-Nawawi Rahimahullah in his book "Kitaabul Majmuu 'Syarhul Muhadzdzab Lisy-Syirazy" pages 143-144:

“As interpreted by Abu Ubaid Ahmad bin Muhammad Al-Harwa Inah buying and selling is someone selling goods to others at a price that is pending / known debt without a certain period then the buyer sells it back to the seller at a lower price than the initial price(النووي الدين الإمام, 2008).

And said by Al-Muzany in his book "Al-Mukhtashor" page 201 volume 2:

Bab al-inah is someone who sells something to the buyer on credit then he buys it back at a lower price than the beginning(ال, 1998) .

5. Jahiliyyah usury contract

Riba Jahiliyyah according to the Shafi'iyah madhhab is the same as usury an-nasaa', which is in addition to the delay given by the seller to the buyer who pays in delay or credit, as explained by Ahmad Zainuddin Al-Malibary Rahimahullah in his book "Fathul Muin" page 324 :

Riba an-nasaa' is a requirement for postponing one of the payments (in the presence of additional)(الشافعي, 2004).

6. Kaali contract'Bil Kaali'

Kaali' bil kaali' contract is a sale and purchase of debt with debt, the seller promises the goods and the buyer promises payment and the contract

has taken place, this sale and purchase is forbidden as explained by An-Nawawi Rahimahullah in his book "Kitaabul Majmuu 'Syarhul Muhadzdzab Lisy-Syirazy" page 105 volumes 10 :

“The forbidden sale and purchase contract is the sale and purchase of debt with debt, where someone says I sell you one dinar in your charge (debt) and you pay it with 10 dirhams in my responsibility (debt) until one of us settles his debt, this is what is called two mutually exclusive directions. profitable (in one contract) (النووي الدين ا الإمام, 2008).

And said by Ibn Qhodhi Syuhbah Rahimahullahu in his book "Bidaayatul Muhtaaaj fii Syarhil Minhaaj" page 109 volume 2:

“The terms of Salam are required to submit ra'sul maal payment in advance, because the delay is included in the sale and purchase contract of debt with debt and indeed the contract has been prohibited by the Messenger of Allah. (شعبة, 2011).

Dropshipping System Syar'i Solutions

As discussed above based on the opinions of Malikiyah and Syafi'iyah in the case of table 1.1 that the permissible contracts are salam, ijarah, and wakalah, then dropshipping in accordance with these contracts is valid for transactions, while the forbidden contracts are inah, usury jahiliyyah, and kaali' bil kaali', then transactions from these contracts are not allowed, if there is a salam, ijarah, or wakalah contract mixed with inah, usury jahiliyyah, or kali' bil kaali', the solution is from the Malikiyah and Shafi'iyah schools, so that the contract is allowed is as follows:

First, If the dropshipping system is mixed with the contract, *beautiful* prohibited, then the seller makes a wakalah contract with the leasing party, by making an agreement that the seller gives authority over the goods sold to the leasing party, so that it is allowed for the leasing party to take profits in accordance with the agreement, as explained by Malikiyah Abul Abbas Al-Wansyarisi page 523 (the acceptance of a representative by the presence of a person who gives a representative and all of them replace each other's positions, because the mouth of the representative is like the mouth of the person who gives the representative) (الونشريسي, 1990).

As for the Shafi'iyah school of Taqiyyuddiin Al-Husny page 381 (the conditions for wakalah are: Muwakkil (person who gives representation) is someone who is legal in mastering something, such as ownership, or territory/power, such as a father and grandfather, so both are allowed to give their representatives. , otherwise it is not allowed wakalah contract) (الشافعي, 2016).

Second, If the dropshipping system is mixed with the contract, *usury jahiliyyah* forbidden, then when the buyer chooses to pay with a credit system, there should be no agreement on additions or fines when there is a delay in payment by the buyer, as explained by Malikiyah Mrs. Rusyd Al-Hafid page 655 (Riba agreed upon by scholars in buying and selling is usury

jahiliyyah which is prohibited by the Shari'a, where they used to carry out the salam contract with an additional element by giving a deferred period of payment (credit fines), namely someone said: give me a respite then I will give you an additional (fine) (أ. ل. ل. أ. ل. ل. القرطبي, 1995).

As for the Shafi'iyah school of Ahmad Zainuddin Al-Malibary page 324 (Riba an-nasaa' is a requirement to postpone one of the payments (with an additional) (أ. ل. ل. أ. ل. ل. الشافعي, 2004).

Third, When the system *dropshipping* built with the sale and purchase of kaali' bil kaali', then it is required to build it with a salam contract, because the kaali' bil kaali' contract is opposite to the salam contract, which distinguishes the two from the payment system if it is delayed then it is forbidden and if cash in advance then the contract is valid and allowed, as explained by Malikiyah Asy-Syaikhul Amiir page 84 volume 3 (The reason for the prohibition of buying and selling debt with debt is due to the absence of goods and payment when the transaction occurs) unless the payment is cash in advance then this is a salam contract (المالكي الأمير محمد, 2005).

As for the Syafi'iyah school of Ibn Qhodhi Syuhbah page 109 volume 2 (Salam conditions are required to submit ra'sul maal payment in advance, due to delays in entering into a debt sale and purchase contract with debt and indeed the contract has been prohibited by the Messenger of Allah) (شهبه, 2011).

Conclusion

This research with the aim of studying dropshipping trading according to the Malikiyah and Syafi'iyah schools has obtained results. The results of the study indicate that the scholars of the Malikiyah and Syafi'iyah schools agree that the sale and purchase contract whose goods do not exist is invalid or prohibited, because there is an element of gharar (unclear). However, if the gharar goods meet the contract requirements allowed in Baiul Ma`dum such as salam, ijarah and wakalah contracts, then the dropshipping sale and purchase law is legal and lawful. If the contract is mixed with a contract that is forbidden, such as al-inah, usury jahiliyyah and gharar sale and purchase kaali' bil kaali', then the Malikiyah and Shafi'iyah schools agree that the sale and purchase is invalid and haram.

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Attachment

**Table 1.1
Interview Result Data**

No	Name	Halal			Haram			Description
		Regards	Ijarah	Wakalah	Inah	Riba Jahiliyyah	Kaali` Bil Kaali`	
01	Amen			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
02	Ardi		✓	✓				The informant is a shop employee and is permitted by the owner to sell goods which will later receive a fee from the goods sold.
03	Ardiansya Putra			✓				Informants cooperate with suppliers in Riau, consumer payments through informants
04	Basyirudin		✓	✓	✓	✓		The informant cooperates with the company that owns the goods, but consumer payments through leasing which means delayed interest have a fine, and every item sold will receive a fee.
05	Beni			✓				The informant gets permission from the supplier to sell the goods, the consumer pays through the informant.
06	David			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
07	Dely Ajundawinata			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.

No	Name	Halal			Haram			Description
		Regards	Ijarah	Wakalah	Inah	Riba Jahiliyyah	Kaali` Bil Kaali`	
08	dian			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
09	Dimas Pratama			✓				The informant gets permission from the supplier to sell the goods, the consumer pays through the informant.
10	Eka Fitriani			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
11	Eka Maulina			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
12	Fauzi		✓	✓	✓	✓		An employee informant of a company that owns goods which means that interest is pending has a fine, and every item sold will receive a fee, but the payment is made by consumers through leasing.
13	Paradise			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
14	Ginta			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
15	Irsan Zulfahmi			✓				Informants get permission from suppliers and consumer payments through informants.
16	Nargi's skipper			✓				Informants get permission from suppliers to sell their goods, consumer payments through informants.

No	Name	Halal			Haram			Description
		Regards	Ijarah	Wakalah	Inah	Riba Jahiliyyah	Kaali` Bil Kaali`	
17	Khoirul						✓	Informants do not have goods that are selling and still do not have both the supplier and the permission from the goods supplier, as well as payment for goods using the COD system.
18	Mefian Dwi Cahyo			✓				Informants cooperate with suppliers in the USA, Thailand, and Japan, consumer payments through informants.
19	Minardi			✓				Informants get permission from the Company to sell goods, consumer payments through informants.
20	M. Doni Agusta			✓				Informants get automatic permission from suppliers when registering in a special application for dropshipping, consumer payments through informants.
21	M. Nafis			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
22	Prahadi	✓		✓			✓	Informants get permission to sell goods from suppliers with direct consumer payments to informants, and some goods must find suppliers first on condition that consumers pay in full up front, in some conditions the informant does COD on goods that do not have permission from the supplier.
23	Rifdky			✓				Informants get permission from suppliers and consumer payments through informants.
24	Salminawati			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.

No	Name	Halal			Haram			Description
		Regards	Ijarah	Wakalah	Inah	Riba Jahiliyyah	Kaali` Bil Kaali`	
25	Septriani			✓				Informants get permission to sell goods from suppliers, and direct payments to informants.
26	S. Dwi Azzahri			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants or directly to suppliers.
27	Sukirman			✓				Informants cooperate with the owner of the goods, consumer payments through informants
28	Shakir			✓				Informants cooperation with the owner of the goods, consumer payments through informants.
29	Taufik			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
30	Vany			✓				Informants get permission to sell goods from suppliers, and direct consumer payments to suppliers.
31	Yess			✓				Informants cooperate with suppliers and direct payments to informants.
32	Yudi Abu Adam			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants.
33	Zhafira Azzahra			✓				Informants get permission to sell goods from suppliers, and consumer payments directly to informants or to suppliers of goods.