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ONLINE BUYING AND SELLING SYSTEM OF DROPSHIPPING AND RESELLING IN THE PERSPECTIVE OF STATUTORY REGULATIONS AND ISLAMIC ECONOMIC FATWAS

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Abstract

The rapid growth of digital commerce in Indonesia has encouraged the emergence of innovative business models such as dropshipping and reselling. This study aims to analyze the legal status of dropshipping and reselling systems under both Indonesian statutory regulations and Islamic economic fatwas. Using a qualitative normative legal research approach, the study applies statute, conceptual, and comparative analyses of the Consumer Protection Law, Electronic Transaction Law, and related DSN-MUI Fatwas. The findings show that Indonesian positive law recognizes dropshipping and reselling as lawful business activities when they adhere to transparency, accountability, and consumer protection principles. The study concludes that harmonization between national regulations and Islamic economic fatwas is essential to ensure that digital trade operates within a framework of both legal enforceability and moral ethics. An integrative approach combining statutory compliance and Sharia principles can strengthen justice, fairness, and transparency in Indonesia's digital economy. This study contributes to the development of digital commerce law by offering an integrative model between statutory enforceability and Islamic ethical legitimacy.

Keywords: dropshipping; reselling; DSN-MUI fatwa; digital economy

A. INTRODUCTION

The shift toward digital commerce¹ in Indonesia has driven the adoption of novel business models such as dropshipping and

reselling, which allow sellers to market products without maintaining physical inventory. This convenience, however, brings challenges in ensuring consumer protection, especially when intermediaries

¹ Anggia Putri Lestari, Syahla Amany Fatiha, and Sylvia Octa Putri, 'E-Commerce in Indonesia' s Economic Transformation and Its Influence on Global Trade', *International Journal of Computer*

in Law & Political Science, 4 (2024), pp. 10–23, doi:<https://doi.org/10.34010/injucolpos.vxix.xxxx>

control order fulfillment and pricing. Studies have shown that under Islamic muamalah doctrine, these models can be permissible if they fulfill certain conditions, such as clear contract terms, authority delegation, and transparency².

National legal frameworks in Indonesia already emphasize consumer protection. For instance, Law No. 8 of 1999 on Consumer Protection requires fair, transparent, and accountable business practices. In addition, Law No. 11 of 2008 on Information and Electronic Transactions and Government Regulation No. 71 of 2019 regulate online transactions to ensure legal certainty and responsibility in electronic trade. These regulations, however, are general in nature and may not cover all complexities specific to dropship and reseller setups.

From the Islamic jurisprudential perspective, Fatwa DSN-MUI No. 145/2021 on Dropshipping addresses the legitimacy and conditions under which dropship practices may be allowed in Islam.³ According to Iskandar's normative study, dropshipping is permissible if the intermediary first obtains authorization from the supplier, manages a clear specification of

goods, establishes a binding contract, and upholds dispute resolution mechanisms.⁴ Moreover, newer scholarship applies the maqāṣid al-mu'āmalah (objectives of transactions) framework to evaluate such fatwas, emphasizing justice, protection, and stability.⁵

The interplay between positively binding national laws and normative religious fatwas invites the need for an integrative model. Such a model aims to reconcile administrative/legal certainty (from state law) and ethical-contractual fairness (from Islamic jurisprudence) in dropship and reseller ecosystems. This integration is crucial to guarantee that consumers receive both legal protection and sharia-compliant justice.⁶

Recent study of Pawzzi's virtual store, it was possible to verify that the dropshipping model offers significant advantages for microentrepreneurs.⁷ Other research supplies chain management and logistics processes through the dropshipping system, namely by shifting from separate order fulfillment for each channel to integrated backend channel management (omnichannel fulfillment)⁸.

² Aang Asari and Ni'mah Zaidah, 'Dropshipping and Reselling Studies in Muamalat Fiqh', *Az-Zarqa': Jurnal Hukum Bisnis Islam*, 14.1 (2022), pp. 131–50, doi:10.14421/azzarqa.v14i1.2582.

³ Teuku Agam Iskandar, 'ANALYSIS OF FIQH MUAMALAH AND FATWA DSN MUI NO. 145 OF 2021 ON THE PRACTICE OF ONLINE DROPSHIPPING IN THE CITY OF Banda Aceh, INDONESIA Teuku', *AL-MUDHARABAH: Jurnal Ekonomi Dan Keuangan Syariah*, 5.1 (2024), pp. 232–51, doi:https://doi.org/10.22373/al-mudharabah.v5i1.4704 ANALYSIS.

⁴ Iskandar, 'ANALYSIS OF FIQH MUAMALAH AND FATWA DSN MUI NO. 145 OF 2021 ON THE PRACTICE OF ONLINE DROPSHIPPING IN THE CITY OF Banda Aceh, INDONESIA Teuku'.

⁵ Yunita Dwi Mustika Sari, Achmad Nursobah, and Fitrohtul Khasanah, 'Maqāṣid Al-Muāmalah Dalam Fatwa DSN-MUI Tentang Dropship',

Jurnal Ilmiah Ekonomi Islam, 10.3 (2024), pp. 2766–77 <<https://www.jurnal.stie-aas.ac.id/index.php/jei/article/view/14595>>.

⁶ Nurul Mauludiyah, Warsidi (2023), The Joins of Economic Strength According To Ibn Khaldun, *Paradigma : Journal of Science, Religion and Culture Studies*, Vol 20 no1, <https://jurnal.unismabekasi.ac.id/index.php/paradigma/article/view/5931>

⁷ Juan Gabriel Pires Boente; José Mauro Baptista Bianchi; Alfredo Nazareno Pereira Boente; Renata Miranda Pires Boente, 'DIGITAL ENTREPRENEURSHIP: A DIGITAL MARKETING STRATEGY WITH E-COMMERCE AND DROPSHIPPING', *REVISTA ERR01*, 10.2 (2025), pp. 1–19, doi:10.56238/ERR01v10n2-047 Juan.

⁸ Flávio Rivelli Mesquita; Roberto Fabiano Fernandes; Fabrício Rivelli Mesquita; Geysiane Mara Custódio Mesquita; Israel Rosa da Silva, 'DROPSHIPPING IN THE OMNICHANNEL

Previous research has shown that the application of *maqāṣid al-sharī'ah* in digital commerce is essential to ensure that consumer protection and ethical transactions are maintained within Indonesia's growing e-commerce sector.⁹ This alignment between legal safeguards and Sharia objectives shows that the modernization of trade practices must not only focus on legality but also on ethical accountability.

Therefore, this study contributes by analyzing the gaps, overlaps, and potential harmonization strategies between national regulations and Islamic economic fatwas in protecting consumers in dropship and reseller systems. The goal is to propose an integrative framework that embeds legal enforceability, moral ethics, and transactional fairness in the digital marketplace.

B. RESEARCH METHOD

This study employs a qualitative normative legal research method, which is commonly used in legal studies to examine norms and regulations.¹⁰ The approaches applied include the statute approach, by analyzing national laws and regulations related to consumer protection and electronic transactions, the conceptual approach, by reviewing the principles of Islamic economic

law, and the comparative approach, by comparing national regulations with DSN-MUI fatwas on dropship and reseller practices.

1. Sources of Legal Data

Legal materials consist of:

Primary legal sources, namely:

- a) Law No. 8 of 1999 concerning *Consumer Protection*¹¹;
- b) Law No. 11 of 2008 concerning *Electronic Information and Transactions* (amended by Law No. 19 of 2016)¹²;
- c) Government Regulation No. 80 of 2019 concerning *Trade Through Electronic Systems (PMSE)*¹³;
- d) Minister of Trade Regulation No. 50 of 2020 on *Business Licensing and Supervision in Electronic Commerce*;
- e) DSN-MUI Fatwa No. 145/DSN-MUI/XII/2021 on *Dropshipping in the Sharia Perspective*¹⁴;
- f) DSN-MUI Fatwa No. 05/DSN-MUI/IV/2000 (*Salam*)¹⁵, Fatwa No. 09/DSN-MUI/IV/2000 (*Murabahah*), and Fatwa No. 10/DSN-MUI/IV/2000 (*Wakalah*)¹⁶.

Secondary legal sources, including scholarly journals, such as:

ERA: CONCEPTS AND PROJECTIONS FOR RESEARCH', *Administration: Leadership, Planning, and Management*, 2025, doi:10.56238/edimpackto2025.039-002.

⁹ A. S. Puad, N. A. M; Hamdi, 'Maqasid Shariah and Consumer Protection in E-Commerce: Strengthening Legal Safeguards in Indonesia's Digital Economy', *International Journal of Islamic Economics and Finance Research*, 1.1 (2025), pp. 64–75, doi:https://doi.org/10.53840/ijieffer222.

¹⁰ Peter Mahmud Marzuki, *Penelitian Hukum* (KENCANA, 2017) <https://books.google.co.id/books?id=CKZADwAAQBAJ&printsec=copyright&utm_source=chatgpt.com#v=onepage&q&f=false>.

¹¹ *Republik Indonesia. Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.*

¹² *Republik Indonesia, Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, Sebagaimana Diubah Dengan UU No. 19 Tahun 2016.*

¹³ *Republik Indonesia. Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.*

¹⁴ *Peraturan Perundang-undangan, Peraturan Menteri Perdagangan Nomor 50 Tahun 2020 Tentang Ketentuan Perizinan Usaha, Periklanan, Pembinaan, Dan Pengawasan Pelaku Usaha Dalam Perdagangan Melalui Sistem Elektronik, 2020.*

¹⁵ *Fatwa DSN, 05/DSN-MUI/IV/2000 Jual Beli Salam, 2000.*

¹⁶ *Fatwa DSN, 10/DSN-MUI/IV/2000 Wakalah, 2000.*

- a) Asari & Zaidah (2022), *Dropshipping and Reselling Studies in Muamalat Fiqh*¹⁷;
- b) Sari et al. (2024), *Maqāṣid al-Muāmalah dalam Fatwa DSN-MUI tentang Dropship*¹⁸;
- c) Iskandar (2024), *Analysis of Fiqh Muamalah and Fatwa DSN MUI No. 145 of 2021*¹⁹;

C. RESULTS AND DISCUSSION

Dropship

Dropshipping is a retail fulfillment method in which the seller does not hold inventory but instead transfers customer orders and shipment details directly to the supplier, who then ships the products to the buyer. This model has grown rapidly in Indonesia and globally due to its low entry barriers, minimal capital requirements, and heavy reliance on digital platforms and social media marketing.

Recent studies emphasize that while dropshipping lowers operational costs and empowers small entrepreneurs, it also raises significant concerns regarding consumer protection, legal certainty, and Sharia compliance.

From a business perspective, Baltasar et al. (2025) found that social media engagement and live shopping features significantly contribute to the success of dropshippers, as these tools enhance visibility, trust, and conversion rates in e-commerce businesses.²⁰ However,

challenges remain in ensuring consistent product quality, avoiding misleading product descriptions, and dealing with delayed deliveries. Midsen et al. (2024) further compared classical and contemporary perspectives, concluding that dropshipping can be deemed permissible if it fulfills conditions such as supplier authorization (*wakālah*), transparency in product quality, and the absence of deceptive practices.²¹

An integrative approach is thus required. Platforms should establish mechanisms such as digital *wakālah* registries, standardized disclosure templates, and multi-actor liability clauses, which would operationalize fatwa principles within the scope of enforceable regulations. This synthesis would not only enhance consumer justice but also ensure that dropshipping practices remain consistent with both Sharia principles and positive law.

Dropshipping from the Perspective of Islamic Economic Law

By distinguishing between the two systems of dropshipping and reselling, it can be understood that dropshipping is a trading system without capital (*urudlu al-tijārah*). The seller acts merely as a broker (*samsarah*) or as an authorized agent (*wakil*) appointed by the stock supplier to sell the goods. The goods being traded follow the classification and availability determined by the supplier.

Regarding pricing, there are two possible arrangements: first, the seller may

¹⁷ Asari and Zaidah, 'Dropshipping and Reselling Studies in Muamalat Fiqh'.

¹⁸ F Sari, Y. D. M; Nursobah, A; Khasanah, 'Maqāṣid Al-Muāmalah Dalam Fatwa DSN-MUI Tentang Dropship', *Jurnal Ilmiah Ekonomi Islam*, 10.3 (2024), pp. 2766–2777.

¹⁹ Iskandar, 'ANALYSIS OF FIQH MUAMALAH AND FATWA DSN MUI NO. 145 OF 2021 ON THE PRACTICE OF ONLINE DROPSHIPPING IN THE CITY OF Banda Aceh, Indonesia Teuku'.

²⁰ Sora Baltasar; Nurafifah; Ade Tiad Hendayana; Muhammad Iqbal Adrian; Mohamad Farhan

Hidayat, 'The Influence of Social Media on the Success of Dropshippers in the E-Commerce Business Model', *Journal of Investment, Development, Economics and Accounting*, 2.1 (2025), pp. 6–22.

²¹ Marshella Kisanda Midsen, Ali Nur Ahmad, 'Analisis Sistem Dropship Dalam Jual Beli Online Perspektif Ulama Klasik Dan Kontemporer', *Jurnal Ilmiah Ekonomi Islam*, 10.02 (2024), pp. 1647–56

<<http://dx.doi.org/10.29040/jiei.v10i2.13331>>.

set their own selling price, which differs from the supplier's base price; second, the seller acts solely as an authorized agent who sells the supplier's goods at a fixed price determined by the owner of the stock, while still receiving a commission or profit margin according to their prior agreement²².

There are two types of dropshipping systems based on the authorization granted by the supplier.

First, dropshipping without the supplier's permission to sell their goods. This practice is considered prohibited (haram) according to the majority of Islamic scholars, with the exception of the Hanafi school, which permits such a transaction. The contract underlying this first model is a brokerage contract (*samsarah*).

Second, dropshipping with the supplier's authorization to sell their goods. The contract applied in this second model is a salam contract. Scholars from the four major schools (madhabs) generally agree that this model is permissible. However, the Shafi'i school provides a specific condition regarding the type of goods sold, namely, the goods must be stable in form and characteristics (not subject to rapid change). For goods whose model or characteristics change easily, all scholars unanimously agree that such a transaction is not permissible.²³

Reseller

A reseller is a market actor who acquires goods (often in bulk) from producers, distributors, or suppliers, and subsequently retails those goods to end consumers at a markup, without materially altering their nature. The reseller thereby

functions as an intermediary with inventory ownership, managing risks of storage, quality assurance, and logistics.²⁴

In the e-commerce environment, resellers assume responsibilities beyond mere distribution: they handle customer service, returns, disclosures, and warranty obligations. Their role contrasts with dropshipping, where the reseller does not hold physical inventory. Because resellers take title and control of goods, they are legally accountable as *pelaku usaha* (business actors) in relation to consumers.

From an intellectual property (IP) and competition law standpoint, reselling is generally permissible under the first sale doctrine (also called the exhaustion doctrine), which holds that once a product is legitimately sold, the IP holder's control over resale is exhausted (i.e., "exhaustion of rights")²⁵.

Reseller in the Perspective of Islamic Economic Law

The reseller system can be categorized under the contracts of *samsarah* (brokerage) or *murabahah* (cost-plus sale), depending on its practical implementation. However, when a reseller introduces elements of *gharar* (deception or uncertainty) into a transaction, the system becomes prohibited (haram) or invalid (*bāṭil*).

For example, if a reseller sells a product and the buyer has made full payment, yet the reseller fails to provide clarity or deliver the product as promised, the transaction is deemed haram and invalid.

In essence, the reseller system is permissible in Islam as long as it does not

²² Muhammad Syamsudin, 'Hukum Jual Beli Sistem Dropship Dan Reseller', *NU ONLINE*, 2018 <<https://nu.or.id/syariah/hukum-jual-beli-sistem-dropship-dan-reseller-PZRDj>>.

²³ Syamsudin, 'Hukum Jual Beli Sistem Dropship Dan Reseller'.

²⁴ Valentin Forster and others, 'Detecting Resale Price Maintenance with Unsupervised Machine

Learning', *Journal of Competition Law & Economics*, 2025, pp. 1–22, doi:10.1093/joclec/nhaf020.

²⁵ Forster and others, 'Detecting Resale Price Maintenance with Unsupervised Machine Learning'.

violate the fundamental principles of sale in Islamic jurisprudence (*fiqh*) and does not contradict the objectives of Sharia (*maqāṣid al-sharī'ah*). The legality of a reseller transaction may change to prohibited (*haram*) if, in practice, it leads to harm, loss, or injustice (*maḍārrah*)²⁶.

Dropshipping and Reselling from the Perspective of Indonesian Positive Law

From the perspective of Indonesian positive law, dropshipping and reselling activities fall under the scope of electronic trading (*Perdagangan Melalui Sistem Elektronik – PMSE*) as regulated by several national laws and government regulations. The main purpose of these regulations is to ensure legal certainty, consumer protection, and fair business practices in digital commerce.

The Law No. 8 of 1999 on Consumer Protection serves as the foundational regulation. Article 4 guarantees consumers' rights to receive accurate information, safety, and proper compensation. Meanwhile, Article 7 obliges business actors—including dropshippers and resellers—to act in good faith, provide honest information, and be responsible for the products they offer. Thus, any misleading description, price manipulation, or delivery negligence in dropshipping and reselling constitutes a violation of consumer protection law.

Furthermore, Law No. 11 of 2008 on Electronic Information and Transactions (ITE Law) and Government Regulation No. 71 of 2019 on the Implementation of Electronic Systems and Transactions establish the legal framework for online contracts and accountability. Article 17 emphasizes that electronic transactions are binding once there is consent and electronic evidence, such as invoices or payment

receipts, is valid under Indonesian law. Therefore, digital agreements between resellers, dropshippers, and consumers carry the same legal weight as conventional contracts.

More specifically, Government Regulation No. 80 of 2019 concerning Trade Through Electronic Systems (PMSE) and Minister of Trade Regulation No. 50 of 2020 further detail the obligations of digital merchants. These include business registration through the Online Single Submission (OSS) system, transparency of product information, data protection, and the duty to resolve consumer complaints. Dropshippers and resellers operating through e-commerce platforms such as Tokopedia, Shopee, or Lazada are, therefore, subject to these obligations.

In essence, Indonesian positive law recognizes dropshipping and reselling as legitimate business activities as long as they comply with consumer protection, electronic transaction, and trading regulations. Violations such as fraud, false representation, or non-delivery of goods can be prosecuted under Article 378 of the Indonesian Criminal Code (KUHP) on fraud. Hence, the existence of a clear and transparent electronic contract is essential to protect both consumers and business actors in online transactions.

While Articles 4 and 7 of the Consumer Protection Law emphasize fairness and accountability, these provisions focus on procedural justice rather than substantive justice. In contrast, Islamic law prioritizes *al-'adl al-ma'nawī* (moral justice) through the avoidance of *gharar* (uncertainty) and *maysir* (speculation). Therefore, although both systems aim to protect consumers, positive law relies on administrative sanctions, while Sharia depends on ethical integrity and contractual honesty (*amānah*). This

²⁶ ANM, 'Bagaimana Hukum Reseller Dalam Islam? Ini Jawabannya', *KUMPARAN*, 2022 <[https://kumparan.com/berita-bisnis/bagaimana-](https://kumparan.com/berita-bisnis/bagaimana-hukum-reseller-dalam-islam-ini-jawabannya-1yUEPieIgL1/full)

[hukum-reseller-dalam-islam-ini-jawabannya-1yUEPieIgL1/full](https://kumparan.com/berita-bisnis/bagaimana-hukum-reseller-dalam-islam-ini-jawabannya-1yUEPieIgL1/full)>.

distinction reflects that the foundation of fairness in Indonesian law is legal compliance, whereas in Islamic economic law, it is moral responsibility before Allah.

Analysis of DSN-MUI Fatwas Related to Dropshipping and Reselling

The development of online trade models such as **dropshipping** and **reselling** has prompted scholars and institutions to issue **fatwas** that provide legal certainty from the perspective of **Islamic economic law**. In Indonesia, the **National Sharia Council – Indonesian Ulema Council (DSN-MUI)** has addressed this issue through **Fatwa No. 145/DSN-MUI/XII/2021** concerning **Dropshipping in Sharia Perspective**, which outlines the principles, contracts, and ethical standards that must be fulfilled for such transactions to be permissible (*halal*)²⁷.

According to the fatwa, a dropship transaction is permissible (*mubāh*) if it fulfills the following conditions:

1. The dropshipper acts as a **wakil (authorized agent)** appointed by the supplier to sell goods transparently and on behalf of the owner.
2. The sale and purchase contract must be clear, including the **specification, quantity, price, and delivery** of goods.
3. The dropshipper **cannot sell goods that are not owned or controlled**, unless there is prior permission (*ijāzah*) from the supplier.
4. All transactions must avoid elements of **gharar (uncertainty)**, **maysir (speculation)**, and **riba (interest)**.

Compared with Indonesian statutory law, which recognizes electronic consent as sufficient to establish a valid contract (Article

17 of the ITE Law), Islamic jurisprudence requires ownership or explicit agency (*wakālah*) before a contract can be concluded. This demonstrates that while positive law guarantees transactional certainty (*legal certainty*), Sharia ensures moral legitimacy. The conflict arises when a dropshipper, valid under positive law, sells goods not yet owned—an act categorized as *bai' al-ma'dūm* in Islamic law. Hence, harmonization should emphasize dual compliance: legal enforceability and ethical ownership.

Thus, while the DSN-MUI Fatwa legitimizes dropshipping within ethical boundaries, its enforcement remains voluntary, creating a gap with statutory law, which imposes administrative sanctions.

In addition to Fatwa No. 145/2021, other DSN-MUI fatwas serve as complementary legal references. **Fatwa No. 05/DSN-MUI/IV/2000 on Salam Contracts** and **Fatwa No. 09/DSN-MUI/IV/2000 on Murabahah Contracts** explain the permissibility of buying and selling goods whose specifications are known, and delivery is deferred, as long as there is full transparency and no deceit. Meanwhile, **Fatwa No. 10/DSN-MUI/IV/2000 on Wakalah Contracts** supports the legal basis for dropshippers and resellers acting as representatives of suppliers or producers.²⁸²⁹³⁰

The DSN-MUI also underlines the importance of **maqāṣid al-mu'āmalah** (objectives of Islamic transactions), namely *justice ('adl)*, *transparency (sharāḥah)*, and *protection from harm (daf' al-ḍarar)*. These principles align with the objectives of Indonesia's positive law, especially the **Consumer Protection Law No. 8 of 1999**,

²⁷ DSN-MUI. Fatwa No. 145/DSN-MUI/XII/2021 Tentang Dropshipping Dalam Perspektif Syariah., 2021.

²⁸ DSN-MUI. Fatwa No. 05/DSN-MUI/IV/2000 Tentang Jual Beli Salam.

²⁹ DSN-MUI. Fatwa No. 09/DSN-MUI/IV/2000 Tentang Pembiayaan Murabahah.

³⁰ DSN-MUI. Fatwa No. 10/DSN-MUI/IV/2000 Tentang Wakalah.

which emphasizes fairness and accountability in business conduct³¹. Therefore, harmonizing both legal frameworks is essential to ensure that online business activities not only comply with national regulations but also uphold Islamic ethical values.

Empirical studies by Asari and Zaidah (2022) and Sari et al. (2024) affirm that fatwas related to dropshipping serve as **normative guidance** that bridges **religious ethics** and **business law** in Indonesia's digital economy. The fatwas do not prohibit innovation in e-commerce, but rather **set moral and legal parameters** that ensure the practice remains in accordance with *sharia* and public interest (*maṣlahah*)³².

In conclusion, DSN-MUI fatwas provide an **adaptive sharia framework** for modern e-commerce, clarifying the legal status of dropshipping and reselling, and aligning them with Islamic jurisprudence. The existence of such fatwas demonstrates that Islamic economic law can dynamically respond to the evolving challenges of digital trade while maintaining its ethical foundations.

Harmonization Between National Regulations and Islamic Economic Fatwas

The coexistence of **national law** and **Islamic economic fatwas** in regulating online business activities reflects Indonesia's dual legal structure, which recognizes both **positive law** and **sharia-based moral principles**. These two frameworks aim to achieve similar objectives, ensuring justice, transparency, and consumer protection in

commercial activities, but operate through different legal mechanisms.

From the perspective of **national law**, dropshipping and reselling are permitted as long as they comply with the requirements under the **Consumer Protection Law No. 8 of 1999**, the **Electronic Information and Transactions Law No. 11 of 2008**, and the **Government Regulation No. 80 of 2019** on Trade Through Electronic Systems (PMSE). These laws emphasize accountability, fairness, and the obligation to provide accurate information to consumers.³³³⁴³⁵. Violations such as deception or failure to deliver goods are categorized as fraud under **Article 378 of the Indonesian Criminal Code (KUHP)**.

Although both systems pursue justice and consumer protection, the mechanisms differ substantially. Positive law enforces compliance through administrative obligations and penalties, whereas Islamic law enforces it through the sanctity of contracts and moral accountability. This difference indicates that harmonization is not merely technical but philosophical—bridging state-oriented legality with faith-based ethics. A transaction that is valid under national law may still be morally defective under Sharia if it involves *gharar* or *taghrīr*. Therefore, legal integration must prioritize both procedural legality and ethical transparency.

Meanwhile, from the **sharia perspective**, the **DSN-MUI Fatwa No. 145/2021** on Dropshipping and related fatwas (Murabahah, Salam, Wakalah) also stress **justice ('adl)**, **clarity (bayān)**, and **trustworthiness (amānah)** in commercial

³¹ Asari and Zaidah, 'Dropshipping and Reselling Studies in Muamalat Fiqh'.

³² Sari, Nursobah, and Khasanah, 'Maqāṣid Al-Muāmalah Dalam Fatwa DSN-MUI Tentang Dropship'.

³³ Republik Indonesia. Undang-Undang Nomor 8 Tahun 1999 Tentang Perlindungan Konsumen.

³⁴ Indonesia, *Undang-Undang Nomor 11 Tahun 2008 Tentang Informasi Dan Transaksi Elektronik, Sebagaimana Diubah Dengan UU No. 19 Tahun 2016*.

³⁵ Republik Indonesia. Peraturan Pemerintah Nomor 80 Tahun 2019 Tentang Perdagangan Melalui Sistem Elektronik.

transactions³⁶³⁷³⁸. The fatwas prohibit gharar (uncertainty), maysir (speculation), and deceit values that align closely with the ethical foundations of Indonesian business law.

In practice, harmonization between these two systems can be achieved through an **integrative legal model**, in which **positive law provides enforceability**, while **Islamic fatwas supply ethical legitimacy**. For instance, the requirements for business registration, consumer complaint mechanisms, and digital contract validity in PP No. 80/2019 can be aligned with the Sharia principles of **wakalah (agency)** and **salam (prepaid order)**. This integration ensures that online businesses operate within both **legal and moral accountability frameworks**.

Ownership of Goods (al-Milk)

Under Indonesian positive law, ownership transfer occurs once a valid agreement (*consensus ad idem*) is established and the consumer fulfills payment obligations, even if the seller never physically possesses the goods. The transaction is considered legally binding through digital evidence such as invoices or electronic receipts (Article 17 of the ITE Law).

Under Islamic law, however, ownership (*al-milk al-tām*) is only recognized when the seller has actual control or authorization (*ijazah*) from the original owner. Selling goods that one does not own or control is categorized as *bai' al-ma'dūm* (selling something nonexistent), which is prohibited. Therefore, a dropshipper must act as a *wakil* (authorized agent) to make the transaction valid.

Timing of the Contract ('Aqd al-Bay')

In statutory regulation, a sale and purchase agreement may occur even when the product is not yet available, as long as the transaction is recorded and consented electronically—consistent with the principle of contractual freedom (*freedom of contract*).

In Islamic jurisprudence, the *aqd* must be accompanied by clarity regarding the object of sale, including specifications, price, and delivery time. Transactions involving uncertainty (*gharar*) are prohibited. The *salam* contract allows prepayment for future delivery, but only if the goods' characteristics are fully defined. Thus, modern pre-order systems may only be acceptable under *Bai' al-salam* conditions.

Risk and Liability (Dhamān)

According to Indonesian positive law, the risk generally shifts to the buyer once the transaction is finalized and payment is confirmed, unless otherwise agreed upon. The seller (including a dropshipper or reseller) is liable if negligence or deception occurs (Article 7 of the Consumer Protection Law).

According to Islamic law, risk (*dhamān al-mabī'*) remains with the seller until the buyer has received the goods. If the goods are damaged before delivery, the seller bears the loss. Therefore, when a dropshipper never possesses or controls the product, transferring risk becomes problematic unless the dropshipper's role as an authorized agent is explicitly stated in the *wakalah* contract.

Profit Legitimacy and Contract Transparency

In Indonesian law, profit margins are legitimate as long as there is no fraud, price manipulation, or consumer deception.

In Islamic law, profit is lawful only if derived from a legitimate contract with full disclosure (*bayān*) and mutual consent

³⁶ DSN-MUI. Fatwa No. 145/DSN-MUI/XII/2021 Tentang Dropshipping Dalam Perspektif Syariah.

³⁷ DSN-MUI. Fatwa No. 05/DSN-MUI/IV/2000 Tentang Jual Beli Salam.

³⁸ DSN-MUI. Fatwa No. 09/DSN-MUI/IV/2000 Tentang Pembiayaan Murabahah.

(*tarāḍī*). Hidden markups or commissions without disclosure may constitute *gharar* or *taghrīr* (deception).

Additionally, the **Maqāṣid al-Sharī‘ah** approach strengthens the harmonization process by focusing on the protection of five essential values (*al-kulliyāt al-khams*): religion, life, intellect, lineage, and wealth. In this context, both state law and sharia aim to protect **property (ḥifẓ al-māl)** and prevent harm (*daf‘ al-ḍarar*) in digital trade transactions.³⁹⁴⁰

Therefore, harmonizing statutory regulations with Islamic economic fatwas does not merely unify two legal systems but rather creates a **comprehensive framework** where **law, ethics, and justice** coexist to regulate modern economic activities. This synergy reflects Indonesia’s aspiration for a legal system that is **religiously grounded yet globally adaptive**.

Several key areas demonstrate either alignment or tension between Indonesian positive law and Islamic economic law:

1. **Ownership of Goods:** Under positive law, ownership transfers after contract and payment; under Sharia, it requires possession or agency authorization (*wakalah*).
2. **Contract Timing:** Positive law permits pre-order contracts; Sharia demands clarity of goods and price (*bai‘ al-salam*).
3. **Risk Allocation:** Statutory law shifts risk after payment; Sharia retains it until delivery.
4. **Profit Legitimacy:** Both systems value fairness, but Sharia emphasizes explicit transparency of cost and consent.

These comparative elements highlight that legal certainty from positive law must be complemented by the moral legitimacy of

Islamic law to ensure justice (*‘adl*), honesty (*ṣidq*), and consumer protection (*ḥifẓ al-māl*) in digital transactions.

Hence, harmonization should not only bridge differences but also establish a dynamic interaction between enforceable law (*tanfīdh al-ḥukm*) and moral ethics (*akhlaqiyyah al-mu‘āmalah*).

D. CONCLUSION

The analysis of online buying and selling systems through dropshipping and reselling demonstrates that both business models have become essential components of Indonesia’s digital economy. However, they also raise significant legal and ethical questions regarding ownership, authorization, and consumer protection.

From the perspective of Indonesian positive law, dropshipping and reselling are legitimate business activities as long as they comply with statutory obligations, including transparency, accountability, and fair trade practices as stipulated in Law No. 8 of 1999 on Consumer Protection, Law No. 11 of 2008 on Electronic Information and Transactions, and Government Regulation No. 80 of 2019 on Trade Through Electronic Systems. Any violation—such as deception, non-delivery, or price manipulation—can lead to legal sanctions under Article 378 of the Indonesian Criminal Code (KUHP).

Meanwhile, from the perspective of Islamic economic law, dropshipping and reselling are conditionally permissible (*mubāḥ*) when conducted under lawful contracts such as *wakalah*, *salam*, or *murabahah*, and when avoiding *gharar* (uncertainty), *maysir* (speculation), and *riba* (interest). The DSN-MUI Fatwa No. 145/2021 provides clear guidelines for ensuring that online sales uphold justice

³⁹ Sari, Nursobah, and Khasanah, ‘Maqāṣid Al-Muāmalah Dalam Fatwa DSN-MUI Tentang Dropship’.

⁴⁰ Asari and Zaidah, ‘Dropshipping and Reselling Studies in Muamalat Fiqh’.

(‘adl), transparency (ṣharāḥah), and trustworthiness (amānah) in digital transactions.

The integration of these two frameworks reveals that positive law provides enforceability, while Islamic fatwas provide moral and ethical legitimacy. Thus, harmonization between national regulations and Islamic economic principles produces a comprehensive system that not only ensures legal certainty but also promotes fairness, honesty, and social welfare (*maṣlahah*) in digital commerce.

In conclusion, the dropshipping and reselling systems can be recognized as lawful and Sharia-compliant business models, provided that they adhere to the fundamental principles of clarity, fairness, and accountability. Future policymaking should

continue to integrate statutory enforcement with sharia-based ethics to strengthen Indonesia’s commitment to a just, transparent, and spiritually grounded digital economy.

Therefore, the comparative evaluation shows that positive law ensures enforceability, while Islamic law ensures ethical accountability. The synthesis of both frameworks should not merely coexist but complement each other, creating a digital commerce system that is not only legally valid but also morally sound in accordance with *maqāṣid al-sharī‘ah*.

Future studies should explore empirical aspects, such as consumer perception of sharia-compliant e-commerce, to complement this normative analysis.

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