

Dropshipping System from A Hybrid Contract Perspective

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Abstract

This article aims to understand the Dropshipping Trading System on the Shopee Marketplace from a Hybrid Contract Perspective. This research will be carried out in 2022-2023. This type of research is field research. To achieve this goal the author uses a qualitative descriptive approach. Data collection was obtained through observation, interviews and documentation studies. Interviews were conducted with Dropshippers and Customers at the Shopee Marketplace. Data were analyzed using Milles and Huberman analysis, namely by data reduction, data presentation, and drawing conclusions or verification. The research results show that the practice of buying and selling using the Dropshipping system on the Shopee Marketplace can be offered through several channels and the first thing to do is create an account. In terms of responsibilities and other processes, the practice meets the requirements and is harmonious in buying and selling, so the Dropshipping system is allowed. There are several contracts in the Dropshipping system on the Shopee Marketplace, namely *Mudharabah*, *Samsarah*, *Salam*, and *Wakalah bi Al-Ujrah*. *Mudharabah* occurs between Supplier/Dropshipper and Shopee. *Samsarah* occurs between the Dropshipper and the Supplier. *Salam* occur between Customer and Dropshipper. *Wakalah bi Al-Ujrah* occurs between the Dropshipper and the shipping service.

Keywords: *Dropshipping, Shopee Marketplace, Hybrid Contract.*

Abstrak

Artikel ini bertujuan untuk mengetahui Sistem Perdagangan Dropshipping di Marketplace Shopee Perspektif Hybrid Contract. Penelitian ini dikerjakan tahun 2022-2023. Jenis penelitian ini adalah penelitian lapangan. Untuk mencapai tujuan tersebut penulis menggunakan pendekatan deskriptif kualitatif. Pengumpulan data diperoleh melalui observasi, wawancara dan studi dokumentasi. Wawancara dilakukan kepada Dropshipper dan Customer di Marketplace Shopee. Data dianalisis dengan menggunakan analisis Milles dan Huberman yaitu dengan Reduksi Data, Penyajian Data, dan Penarikan Kesimpulan atau Verifikasi. Hasil penelitian menunjukkan bahwa Praktek jual beli dengan sistem Dropshipping di Marketplace Shopee dapat ditawarkan melalui beberapa channel dan hal pertama yang dilakukan adalah membuat akun. Dari segi tanggung jawab dan proses lainnya, praktiknya memenuhi syarat dan rukun jual beli, sehingga diperbolehkan sistem Dropshipping. Ada beberapa akad dalam sistem Dropshipping di Marketplace Shopee yaitu *Mudharabah*, *Samsarah*, *Salam*, dan *Wakalah bi Al-*

Ujrah. Mudarabah terjadi antara Supplier/Dropshipper dan Shopee. *Samsarah* terjadi antara Dropshipper dan Supplier. *Salam* terjadi antara Pelanggan dan Dropshipper. *Wakalah bi Al-Ujrah* terjadi antara Dropshipper dan pihak jasa pengiriman.

Kata Kunci: *Dropshipping* , *Marketplace Shopee*, *Hybrid Contract* .

INTRODUCTION

Buying and selling transactions are activities that are very commonly carried out by people, both to meet daily needs and for investment purposes. There are various forms of buying and selling transactions that can be carried out, ranging from traditional to modern through financial institutions¹ Buying and selling is an agreement between two parties to exchange objects or goods that have a certain value. This transaction is carried out voluntarily where one party sells the object and the other party agrees in accordance with the agreement and conditions that have been mutually agreed upon and in accordance with applicable sharia law.²

Buying and selling activities are one of the activities recommended in Islam. The Prophet Muhammad SAW also set an example of good trade and received blessings from Allah SWT. The Qur'an also emphasizes that "Buying and selling is halal, while usury is haram". In an economic context, the Qur'an does not explain which economic system should be used, whether socialism, communism or capitalism. However, the Qur'an provides rules that must be obeyed in carrying out buying and selling activities in an environment that is in accordance with Islamic teachings.³

In the era of industry 4.0 which is developing rapidly, almost all human work and activities depend on technology. Including in terms of buying and selling, where technology is now an inseparable part. Technological developments have a significant impact on buyers and buying and selling businesses, because it makes it easier for buyers to carry out transactions via the internet or what is better known as E-Commerce or online tolo. Through technology, buying and selling players can expand their market reach and make it easier for buyers to get the goods they want. By just being at home, potential buyers can access information about

¹ Sri Sudiarti, *Fiqh Muamalah Kontemporer* (Sumatera Utara: FEBI UIN-SU Pers, 2018), 74.

² Hendi Suhendi, *Fiqh Muamalah* (Jakarta: PT Raja Grafindo, 2002), 68.

³ Paturrohan and Fiqi Khoriah Abu Lubaba, "Tinjauan Ekonomi Islam Terhadap Mekanisme Dropshipping Dalam Jual Beli Online Dengan Konsep Menggunakan Bai' As- Salam," *Ecopreneur: Jurnal Program Studi Ekonomi Syariah* (2021): 188.

products, see specifications on their computer or cell phone screen, and make orders and payments using the various options available.⁴

Based on information from the website, social media performance and survey results, Shopee is a popular and frequently used E-Commerce. Followed by Tokopedia, Lazada, Bukalapak, and Blibli, all of which are included in the 5 largest E-Commerce categories in Indonesia.⁵ Shopee is the first mobile Marketplace application that is safe, fun, easy and practical for buying and selling between consumers (C2C). The increasing growth in the E-Commerce industry in Indonesia has made Shopee one of the main competitors in this industry. Shopee is a trading access that focuses on online shopping platforms via mobile devices. This makes it easier for people to search, shop and sell products directly via their cellphones.⁶

Shopee can become a platform that offers opportunities for novice business people, especially through the Dropshipping sales system. Dropshipping has become a trend in the online business world and has attracted the interest of many novice business people with little or even no capital. In the Dropshipping system, Sellers can sell products to customers without having stock. They only need to use product photos from collaborating Suppliers. Sellers then market the products at prices determined by them or in price agreements with Suppliers.⁷

After the buyer makes payment to the Seller's account, the Seller will pay the Supplier according to the purchase price (plus shipping costs to the customer's address) and provide customer data such as name, address and telephone number to the Supplier. Next, the Supplier will send the order directly to the customer. What's interesting in this case is that the delivery is carried out by the Supplier, but the name of the sender listed is the name of the Seller or Dropshipper.⁸

In the Dropshipping buying and selling system, the Seller has the ability to determine the profit that will be obtained before actually owning the item. In short, the practice of Dropshipping can be explained as the process of marketing or selling products via the internet to buyers or customers by providing detailed information about the product. Dropshippers can promote products first before there are buyers, and they only need to wait for interested buyers.

⁴ Ibid.

⁵ Aurelia and Roni Zakaria Salsabila Putri, "Analisis Pemetaan E-Commerce Terbesar Di Indonesia Berdasarkan Model Kekuatan Ekonomi Digital," *Seminar dan Konferensi nasional IDEC 1* (2020): 2.

⁶ Fika Ayu Widyanita, "Analisis Pengaruh Kualitas Pelayanan E-Commerce Shopee Terhadap Kepuasan Konsumen Shopee Indonesia Pada Mahasiswa Fe Uii Pengguna Shopee" (2018): 10.

⁷ Rachmat Syafe'i, *Fiqh Muamalah* (Bandung: Pustaka Setia, 2001), 2.

⁸ Ahmad Syafii, *Langkah Demi Langkah Bisnis Dropshipping & Reseller* (Jakarta: PT Elex Media Komputindo, 2013), 2.

After a buyer transfers money, the new Dropshipper buys the product from the Supplier and then the product is sent to the customer. In the Dropshipping buying and selling system, Dropshippers only send catalogs or product details on their websites or social media as marketing venues, but they don't actually own the goods or products they offer. The product remains the property of the manufacturer or Supplier, while the Dropshipper only acts as an intermediary who markets the product on their platform by adding a price margin from the Supplier to the price they post. In some cases, Dropshipping practitioners can be compared to brokers.

Basically, the Dropshipping buying and selling system is not only available on the Tokopedia Marketplace. Other Marketplaces such as Tokopedia, Lazada, Bukalapak, and Blibli also implement the Dropshipping buying and selling system. However, there are differences between them, including in terms of user accessibility, sales volume, types of superior products, promotional strategies, and service features provided. The author is interested in the SHOPEE Marketplace for several reasons. First, Shopee is a relatively new online shopping site compared to other online shopping sites. However, in a short time, Shopee managed to attract many users and was even less competitive with other E-Commerce competitors. Second, Shopee comes in the form of a mobile application which makes it very easy for users to carry out online shopping activities without needing to open the website via computer.

Along with the development of times and transactions in the modern era, the types of agreements and contracts are increasingly diverse. Apart from single contracts, there are also forms of multiple contracts known as multi contracts or Hybrid Contracts. Multi contract in Indonesian refers to several contracts or more than one contract. In English, the term often used is Hybrid Contract. In the context of fiqh, multi contract comes from the Arabic translation, namely al-'uqud al-murakkabah which refers to a double contract or double contract.⁹ A Hybrid Contract is a combination of two contracts or more often referred to as a joint contract in agreements in sharia financial institutions or also called multi contracts.¹⁰

⁹ Hasanuddin, *Multi Akad Dalam Transaksi Syari'ah Kontemporer Pada Lembaga Keuangan Syari'ah Di Indonesia* (Ciputat: UIN Syahid, 2009), 3.

¹⁰ Annisa Ghaida Zahra and N. Eva Fauziyah, "Pengaruh Inovasi Hybrid Contract Pada Pembiayaan Modal Kerja Anggota Koperasi Terhadap Kinerja Keuangan Di Bank Syariah Mandiri Bandung Utam," *Jurnal Keuangan dan Perbankan Syariah Prosiding Penelitian Spesia* (2015): 83–87.

The large number of modern transactions involving more than one contract has raised questions about the validity of some of these contracts. Discussions and sales around dual contracts don't happen without reason. This is due to the existence of three hadiths of the Prophet which prohibit double contracts. These three hadiths contain three prohibitions, namely the prohibition on *bai'ataini fii bai'atain* (two sales in one transaction), *shafqataini fii shafqatain* (two credits in one transaction), and the prohibition on *bay'salaf* (sale of Salam followed by direct sales).¹¹ The Dropshipping buying and selling system involves several parties such as the Shopee company, Dropshipper, customers, and shipping services. Therefore, it cannot be denied that every transaction in this system involves one or more contracts.

In the Dropshipping buying and selling transaction mechanism, both the Supplier and Dropshipper must create an account on the Shopee application first. Once they have an account, they can upload products to sell. Dropshippers run their business by displaying goods from Suppliers along with product descriptions in their online stores. When there is an order from a buyer, the Dropshipper will contact the Supplier to send the ordered goods. Then the ordered goods will be packaged and handed over to the delivery service to be sent to the customer. In this delivery process, the courier will receive wages or fees for the delivery services provided.

The implementation of a joint contract or what is also known as a mixed contract must comply with the provisions and limitations that have been set. If it is not appropriate, there are concerns that it could involve usury practices. Therefore, the legal status of Dropshipping in the context of Islamic economics is still unclear. From this background, the author concludes that this research is important to carry out.

DISCUSSION

Dropshipping Buying And Buying System In The Shopee Perspective Hybrid Contract Marketplace

Basically, Islam allows transactions in muamalah as long as they do not conflict with muamalah principles. Islam as a religion encourages its followers to carry out buying and selling or transactions as a means of meeting their needs. Buying and selling transactions in

¹¹ Agustianto, *Reaktualisasi Dan Kontekstualisasi Fikh Muamalah Ke Indonesiaan Upaya Inovasi Produk Perbankan Dan Keuangan Syariah* (Jakarta: Penerbit Iqtishad, 2014), 113–114.

Islam are also expected to create a sense of togetherness, helping each other and needing each other.¹²

One of the online business systems that is currently popular is the *Dropshipping* system, where someone who runs this system is called a *Dropshipper*. *Dropshippers* create online stores on the *Marketplace* without having to spend large amounts of capital. In the *Dropshipping* system, the *Dropshipper* does not need to have stock of the goods being sold and does not need to deliver the goods to the buyer. On the other hand, the *Dropshipper* will place an order with the *Supplier* when receiving an order from the buyer, and the *Supplier* will send the goods directly to the buyer.¹³

The *Seller's* role in the *Dropshipping* system is to carry out promotions in online stores and social media. When receiving an order from a buyer, the *Seller* will forward the order to the *Supplier*. The *Supplier* will send the goods according to the order directly to the buyer. The *Seller* makes a profit from the difference between the selling price to the buyer and the purchasing price from the *Supplier*. This system creates several circles with the role of brokers in earning income.¹⁴

However, this *Dropshipping* system has reaped pros and cons from several scholars regarding Islamic law and the principles of buying and selling transactions in sharia. Some scholars consider this system to be similar to the *Wakalah* contract, where there is a notification or representation from the *Supplier* to the *Seller* to sell the goods. However, there are also different views regarding the aspect of ownership of the goods sold by the *Seller*.

If you look closely at the *Dropshipping* buying and selling system on the *Shopee Marketplace*, the following is an example of a double contract (*al-uqud al-murakkabah*) from several related parties, namely the company (*Shopee*), *Supplier*, *Dropshipper*, delivery service provider and customer. So it also creates several contracts in the transaction process. These include the *Muḍarabah*, *Samsarah*, *Salam*, *Wakalah bi Al-Ujrah* contracts, which include *ujroh*. Of the several contracts that occur in this *Dropshipping* buying and selling system, they are multi-contract/ *uqud al-murakkabah* / *Hybrid Contract*.

¹² Irdlon Sahil, "Dropshipping Dalam Perspektif Ekonomi Islam," *Syaikhuna : Jurnal Pendidikan dan Pranata Islam* 10 (2019): 70.

¹³ Bariroh, "Transaksi Jual Beli Dropshipping Dalam Perspektif Fiqih Muamalah," *Jurnal Ahkam* (2016): 34.

¹⁴ Hamdani, "Dropship Pada CV. Karya Utama Surabaya Terhadap Pemberdayaan Kaffahisme Ekonomi Perspektif Hukum Islam," *Maliyah: Jurnal Hukum Bisnis Islam* (2020): 34.

In the *Dropshipping* buying and selling system on the *Shopee Marketplace*, a *Supplier* who is the owner of the goods or products will create an account on *Shopee* and open a shop on the platform. In this transaction, there is a percentage of sales that the *Supplier* will give to the *Shopee* company. Next, there is a *Dropshipper* who will also create an account on *Shopee* and he will take the product from the *Supplier* and then resell the goods/products by adding a percentage of the profit as profit. Then there are customers who buy goods by placing an order and making payment at once, then new goods will be sent to their address in the name of the *Dropshipper*. Furthermore, after the payment process is carried out, the delivery service that has collaborated with the *Shopee* company will work to send the goods on behalf of the *Dropshipper* as a representative to the Customer. From the explanation above, it can be seen through the following scheme:

Supplier / Dropshipper - Company (Shopee): The *Supplier* as the owner of the goods or *Dropshipper* will create an account and shop on *Shopee* then there is a percentage given from the *Supplier / Dropshipper* to the company (percentage of capital). In this case a *Muḍarabah* contract occurs. *Dropship Seller - Supplier*: The *Dropshipper* also creates an account on *Shopee* and he takes the product from the *Supplier* and then sells it again by adding a percentage of the profit as profit. In this case a *Samsarah* contract occurs. *Customer – Dropshipper*: Customers buy goods from the *Dropshipper* by placing an order where payment is made in advance and then the goods are received at the end. In this case, the *Salam* contract occurs. *Company - Delivery Service*: The delivery service will work on behalf of the *Dropshipper* as a representative to the Customer in delivering the goods purchased. This is where the *Wakalah bi Al-Ujrah* contract takes place.

In the *Dropshipping* buying and selling system on the *Shopee Marketplace*, there are several contracts used at each stage, including the *Muḍarabah*, *Samsarah*, *Salam*, and *Wakalah bi Al-Ujrah* contracts. The first contract used is *Muḍarabah*. According to the National Sharia Council Fatwa No.115/DSN-MUI/IX/2017, *Muḍarabah* is a business cooperation agreement between the capital owner (*malik/ shahib al-maal*) who provides all the capital with the manager (*'amil/mudharib*), and the business profits in share between them according to the agreement in the contract. In the context of *Dropshipping*, a *Muḍarabah* contract occurs when the *Supplier* (goods owner) creates a shop account on *Shopee* and gives a percentage of profits

to the *Shopee* company.¹⁵ In this case, the *Muḍarabah* contract is applied when the *Supplier* (owner of the goods) creates a shop account on the *Tokopedia Marketplace* and then a percentage of the profit is given to the *Shopee* company.

Quoted from Kompas.com, in general *Shopee* Indonesia divides the categories of *Sellers* on its platform, namely non-star *Sellers*, star *Sellers*, star plus, and malls. This classification will affect the transaction admin fees charged. Beginner *Sellers* will automatically fall into the non-star *Seller* category. The percentage of *Shopee* admin fees for non-stars is 1.6 percent of the transaction after deducting the *Seller's* discount or voucher (original product price - product discount and/or discount voucher) x 1.6%.

The second contract is *Samsarah*. In accordance with the National Sharia Council Fatwa No. 93/DSN-MUI/IV/2014, *Samsarah* is an intermediary service for selling goods, where the intermediary (*Simsar/Broker*) is entitled to earn income from the previously agreed selling price difference.¹⁶ In this case the *Samsarah* contract occurs when the *Dropshipper* takes the product from the *Supplier* and will resell it by adding a percentage of the profit as profit.

The third contract is *Salam*. According to the National Sharia Council Fatwa No. 05/DSN-MUI/IV/2000, *Salam* is a sale and purchase transaction of goods by ordering goods in advance and paying in full in advance.¹⁷ So, *Salam* buying and selling is a transaction where the buyer buys goods according to the desired criteria and makes payment in advance, while delivery of the goods is carried out at the agreed time.¹⁸

In the context of *Dropshipping*, a *Salam* contract occurs when a customer buys goods by ordering and paying in advance, and the ordered goods will be received later. In a *Salam* sale and purchase agreement, one of the most important elements to reduce errors in ordering is clarity regarding the quality, quantity, type of price and delivery time of the goods. In transactions using the *Salam* contract, there are conditions that must be met. These requirements include the price and specifications of the goods ordered at the beginning of the contract, while payment must be made in advance.¹⁹ The price agreed upon at the beginning of the contract may not change until the contract ends.

¹⁵ Andi Soemitra, *Hukum Ekonomi Syariah Dan Fiqh Muamalah Di Lembaga Keuangan Dan Bisnis Kontemporer* (Jakarta Timur: KENCANA, 2019), 107.

¹⁶ Fatwa DSN, "Fatwa Dewan Syariah Nasional No. 93/DSN-MUI/IV/2014 Tentang Keperantaraan (Wasathah) Dalam Bisnis Properti," 2014.

¹⁷ Fatwa DSN, "Fatwa Dewan Syariah Nasional No.05/DSN-MUI/IV/2000 Tentang Jual Beli Salam," 2000.

¹⁸ Rozalinda, *Fiqh Ekonomi Syariah* (Depok, Jawa Barat: Raja Grafindo Persada, 2016), 98.

¹⁹ Wahbah Zuhaili, *Al-Fiqhu Asy-Syafi'i Al-Muyassar* (Jakarta: Al-Mahira, 2010), 131.

The fourth contract is *Wakalah bi Al-Ujrah*. According to the National Sharia Council Fatwa No.113/DSN-MUI/IX/2017, *Wakalah bi Al-Ujrah* is a *Wakalah* contract which is accompanied by an imbalance in the form of *ujrah* (fee).²⁰ A *Wakalah* contract is a contract that grants power from the *muwakkil* to a representative to carry out certain legal acts. In the context of *Dropshipping*, the *Wakalah bi Al-Ujrah* contract occurs when the *Dropshipper* represents the delivery of goods to a delivery service for delivery to the customer, and the delivery service will receive compensation for its delivery services.

Globally, all the contracts mentioned previously can be categorized as sale and purchase contracts. The contracts involved in *Dropshipping* buying and selling transactions are examples of the multi-contract or stack contract model (*al-'uqud al murakkabah*). Another term for multi contracts / *Hybrid Contracts* in *fiqh* is *al-uqud al-murakkabah*, which refers to a merger or meeting.²¹

According to Al-Imrani, *murakkab* is a collection of several contract materials contained in one contract, either jointly or reciprocally, so that the rights and obligations arising from the contract are considered as legal consequences of a contract. In the context of contracts, *murakkab* is a combination of several contracts into one. This concept also refers to an agreement between two parties to carry out *muamalah* which involves two or more contracts, where the legal consequences of the mixed contracts are considered as one inseparable unit.²²

In a double contract (*al-uqud al murakkabah*), there are one or several contracts in one transaction that give rights and obligations to the parties involved. The law on the permissibility of *Hybrid Contracts* depends on the law of origin of the contract, as long as the contract made is *halal*, does not conflict with religion, is beneficial to humans, and there is no argument that prohibits it.²³

Thus, a *Hybrid Contract* or double contract is a term that describes a mixed model in the formation of contracts in *sharia* economic and business practices, where various contracts are combined into one unit with accompanying legal consequences. In allowing *Hybrid Contracts*, there are several principles that are used, namely the law of the origin of the contract

²⁰ Fatwa DSN, "Fatwa Dewan Syariah Nasional No.113/DSN-MUI/IX/2017 Tentang *Wakalah Bi Al-Ujrah*," 2017.

²¹ Hasanuddin, *Multi Akad Dalam Transaksi Syari'ah Kontemporer Pada Lembaga Keuangan Syari'ah Di Indonesia*, 3.

²² Agustianto, *Reaktualisasi Dan Kontekstualisasi Fikh Muamalah Ke Indonesiaan Upaya Inovasi Produk Perbankan Dan Keuangan Syariah*, 113–114.

²³ A. Saliman, *Hukum Bisnis Untuk Perusahaan* (Jakarta: Media Prenada, 2016), 46.

which is permissible and qiyas (analogy) with the law of the contract which is the basis. The scholars have set boundaries regarding the practice of *Hybrid Contracts* which must not be violated, because this can make *Hybrid Contracts* forbidden.

The following are some general criteria agreed upon by scholars regarding *Hybrid Contracts* that are permissible according to Sharia: *Hybrid Contracts* are not prohibited in the text: There are two types of mixed contracts that are explicitly prohibited in the hadith text, namely buying and selling together with debt and buying and selling together in one contract. *Hybrid Contracts* are not a tool for something prohibited: *Hybrid Contracts* may not be used as a means to do something that is clearly prohibited in the Shari'a. *Hybrid Contracts* are not used as a trick to take usury: *Hybrid Contracts* must not be used as a trick to get usury profits through other means. *Hybrid Contracts* are not included in opposing contracts: According to the Maliki school, there is an action that an object cannot be caused by two opposing things. Therefore, two contradictory agreements cannot be combined in one contract or agreement. However, this opinion is not used by the majority of legal experts.²⁴

Even though *Hybrid Contracts* are permitted, restrictions must be taken into account so as not to violate the principles contained in Sharia. These limitations are important in the context of hybridization to prevent the haram practice of muamalah. In the context of the buying and selling practice of the *Dropshipping* system, which is a form of *Hybrid Contract* or uqud al-murakkabah in fiqh, there is a collection or accumulation of several contracts such as Muḍarabah, Samsarah, Salam, and Wakalah bil ujroh. The characteristics of a plural contract are that the contract actor is the same, the object of the contract is the same, the consequences of the contract are the same, the contracts are the same, and there is mutual understanding between the contracts.²⁵

The practice of buying and selling the *Dropshipping* system is a trend that is currently popular and is in great demand by people who want to earn additional income without large capital or even no capital at all. This transaction is also included in the multi-contract/*Hybrid Contract* category. This is due to the fact that the practice of buying and selling using the *Dropshipping* system involves not only two contracts, but also four other contracts which have different legal consequences, but are combined in one single contract. Therefore, based on this,

²⁴ Hartanto, "Konsep Hybrid Contract Di Indonesia Dalam Perspektif Fatwa DSN-MUI," *Jurnal Kajian Ekonomi dan Keuangan Islam* (n.d.): 46.

²⁵ Oni Sahroni, *Fikih Mu'amalah: Dinamika Teori Akad Dan Implementasinya Dalam Ekonomi Syari'ah* (Jakarta: Rajawali Pers, 2016), 15.

the types of plural contracts contained in the practice of buying and selling the *Dropshipping* system are included in the category of plural contracts (al-uqud al-mujtami'ah)

Transactions involving orders and payments of the same amount, as regulated in the National Sharia Council Fatwa No. 28/DSN MUI/III/2002 concerning Currency Buying and Selling (Al-sharf), referred to as SPOT transactions. This transaction is a sale and purchase of foreign currency (forex) which is carried out simultaneously (over the counter) or is settled within a certain period of time, namely two days.²⁶ According to the fatwa, this transaction is permitted and considered cash, while the two-day period is a settlement process that cannot be avoided in international transactions. Therefore, this type of transaction is considered halal, including all online transactions with a similar model.

The statement is in accordance with applicable legal principles:

العِبْرَةُ فِي الْعُقُودِ لِلْمَقَاصِدِ وَالْمَعَانِي فِي الْأَلْفَاطِ وَالْمَبَانِي

Meaning: "Basically, the contract is seen based on the intention and meaning, and not on the pronunciation and form,"²⁷

There are other hadiths that explain the permissibility of mu'amalah unless there is a text that prohibits it. "*Basically, all forms of muamalah can be carried out so that there is evidence of arguments that prohibit it*"

Nash is another basis for allowing multiple contracts found in QS An-Nisa: 29

يَا أَيُّهَا الَّذِينَ آمَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِا بَأْسٍ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا

Meaning: "O you who believe, do not consume the wealth among yourselves improperly except on the basis of commerce based on mutual willingness." (Al-Qur'an and Translation: 83)

The practice of multiple contracts is a solution and convenience that is permitted and regulated in the Shari'a as long as it contains benefits and is not prohibited by religion. The basic principle is that the terms of every contract are valid, as long as they do not conflict with religion and are beneficial to humans. Therefore, although the practice of multiple contracts is

²⁶ Fatwa DSN, "Fatwa Dewan Syariah Nasional No. 28/DSN MUI/III/2002 Tentang Jual Beli Mata Uang (Al-Sharf)," 2002.

²⁷ Zuhaili, *Al-Fiqhu Asy-Syafi'i Al-Muyassar*, 403.

permitted, there are limitations that must be adhered to as previously explained. The prohibition aims to prevent the practice of multiple contracts which is prohibited in Islam.²⁸ So even though the practice of double contracts is permitted, there are limitations that cannot be applied as explained above.

This is because this prohibition is a sign to prevent the practice of double contracts which is prohibited in Islam. Moreover, if viewed from a hadith perspective, the practice of buying and selling using the *Dropshipping* system in *Shopee* mockup format is considered halal and permitted. This can be seen from three hadiths of the Prophet which teach two contracts in one contract, religions which prohibit two contracts in one contract, and religions which teach buying and selling contracts with loan contracts. These contract elements are not included in the practice of buying and selling using the *Dropshipping* system, so they are not included in the prohibitions mentioned in these hadiths. The application of the principle of multiple contracts has been mentioned in the DSN fatwa, including:²⁹ the musyarakah mutanaqisah contract, which combines three contracts, namely the syirkah contract (musyarakah), the rental contract (ijarah), and the sale and purchase contract (bai') .

The collection of third contracts is included in the multi-contract category because the first, second and third contracts are interrelated or interdependent. The practice of buying and selling using the *Dropshipping* system, which includes 4 contracts, namely the Muḍarabah, Samsarah, Salam, Wakalah bi Al-Ujrah contracts. Muḍarabah contract, when a *Supplier* who owns goods creates an account and opens a shop on the *Shopee Marketplace*, then a percentage is given to the company. Samsarah contract, when the *Dropshipper* takes the product to the *Supplier* and will resell it by adding the price as a profit. Salam Agreement, if the customer buys goods by paying in advance, the goods will be received at the end. The Wakalah bi Al-Ujrah contract occurs when the delivery service works on behalf of the *Dropshipper* as a representative to the customer. And the last one is the sale and purchase agreement where the contract is between the *Dropshipper* and the Customer.

In the case of multi-contract trading, multiple contracts that are prohibited by religious texts and multiple contracts that charge usury, the practice of buying and selling using the *Dropshipping* system does not include the criteria for prohibiting multiple contracts. In the DSN fatwa, several examples of the application of the multi-contract principle are detailed, one

²⁸ Ali Amin Isfandiar, "Analisis Fiqh Muamalah Tentang Model Kontrak Hybrid Dan Penerapannya Dalam Lembaga Keuangan Syariah," *Jurnal Penelitian* (2013): 223.

²⁹ Sahroni, *Fikih Mu'amalah: Dinamika Teori Akad Dan Implementasinya Dalam Ekonomi Syari'ah*, 15.

of which is the musyarakah mutanaqisah contract which combines three contracts, namely the musyarakah contract, the rental contract and the sale and purchase contract. The combination of these three contracts is included in the multi-contract category because they are interrelated and depend on each other. In the practice of buying and selling using the *Dropshipping* system, there are four contracts involved, namely the Muḍarabah, Samsarah, Salam and Wakalah bi Al-Ujrah contracts. A Muḍarabah agreement occurs when a *Supplier* who owns goods opens a shop on *Shopee* and gives a percentage of profits to the company. The Samsarah contract occurs when the *Dropshipper* takes the product from the *Supplier* and sells it by adding the price as a profit. Salam contracts are used when customers buy goods by paying up front and receiving the goods at a later date. Meanwhile, the Wakalah bi Al-Ujrah contract occurs when the delivery service works on behalf of the *Dropshipper* as a representative to the customer. Lastly, there is also a sale and purchase agreement between the *Dropshipper* and the Customer.

In the context of multiple contracts, the applicable prohibitions are multiple contracts which are prohibited by religious arguments and multiple contracts which contain elements of usury. Therefore, the practice of buying and selling using the *Dropshipping* system is not included in the criteria for prohibiting multiple contracts, because it does not involve the type of contract that is prohibited.

CONCLUSION

Based on research and discussion regarding the *Dropshipping* buying and selling system on the *Shopee Marketplace* from a *Hybrid Contract* perspective, it can be concluded that the practice of *Dropshipping* buying and selling on the *Shopee Marketplace* can be done through several channels or processes. In this practice, there are several types of contracts used, namely Mudarabah, Samsarah, Salam, and Wakalah bi Al-Ujrah contracts. A Mudarabah contract occurs when a *Supplier* who owns goods creates an account and opens a shop on the *Shopee Marketplace*, then gives a percentage of profits to the company. The Samsarah contract occurs when the *Dropshipper* takes the product from the *Supplier* and resells it by adding the price as a profit. Salam contracts are used when customers buy goods by paying up front and receiving the goods at the end. Meanwhile, the Wakalah bi Al-Ujrah contract occurs when the delivery service works on behalf of the *Dropshipper* as a representative for the customer.

The collection of several contracts into one in the practice of buying and selling *Dropshipping* on the *Shopee Marketplace* is included in the multi-contract category (al-'uqud

al-murakkabah). However, in the case of tying multiple contracts, the prohibitions that apply are multiple contracts which are prohibited by religious arguments and multiple contracts which contain usury. Therefore, practicing buying and selling using the *Dropshipping* system on the *Shopee Marketplace* is not included in the criteria for prohibiting multiple contracts.

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