

The Implementation of Sharia Compliance in the Drop shipping Buying and Selling Scheme During The Pandemic Covid-19 in Indonesia

Bagya Agung Prabowo¹
{ bagya.agung@uii.ac.id¹ }

Faculty of Law of Universitas Islam, Indonesia¹

Abstract. Online trading transactions showed a significant increase especially during the Covid-19 pandemic. One of the trading schemes that is often done due to its various conveniences is the drop ship at The Little Snacks in Indonesia which is a distributor of various snack foods from all over the archipelago that are easy to resell. However, there are various pro and contra arguments in which some scholars agree on the prohibition of drop ship with various arguments and reasons, but some others say halal with various conditions. To overcome various problems, this study adopted an analytical method based on doctrinal content, by applying four types of legal approaches, namely: (i) historical / historical; (ii) Jurisprudence/philosophy; (iii) comparison; and (iv) analytical and critical. In addition, a harmonized approach is also needed to pay attention to sharia compliance. This study aims to identify the application of sharia compliance in the buying and selling of the Little Snacks drop shipping during the Covid-19 pandemic and how the legal implications of the online Little Snacks drop shipping buying and selling scheme still contain elements of *gharar*.

Keywords: Sharia Compliance, The Drop shipping Legal Implications.

1 Introduction

It is undeniable that Islam is a religion that provides a complete and universal living system guidance to compile and provide dynamic and easy directions covering all aspects of human life including aspects of *aqidah*, worship, morals and community life towards the achievement of happiness in spiritual and physical life, both in the life of the individual, and in the life of the community [1]. Rapid economic development has resulted in various types and variations of goods and /or services. With the support of technology and information, the expansion of space, movement, and the flow of transactions of goods and / or services across national borders, consumers are ultimately confronted with various choices of types of goods and / or services offered varied [2]. Outbreaks of the Corona Virus Disease 2019 (Covid-19) case in Indonesia first occurred on March 2, 2020, where two Indonesian citizens living in Depok were infected with Covid-19. Both people with Covid-19 have a history of interacting with Japanese citizens who are known to suffer from the disease first [3].

Based on data from the World Health Organization (WHO) the number of people with Covid-19 on April 29, 2020 recorded 3,024,029 people and 213 countries experienced cases of Covid-19. [4] Therefore, the World Health Organization (WHO) established the Covid-19 outbreak as a global pandemic on March 11, 2020 due to the rapid and wide spread. Pandemic is a disease epidemic that spreads widely in a very wide area geographically, including transcontinental or global [5].

It cannot be denied that Islam is a complete and universal living system to compile and provide dynamic and easy direction for all aspects of life, including business and financial transactions. During the Covid-19 pandemic, online buying and selling transactions showed a significant increase. One of the trading schemes that is often carried out due to its various conveniences is dropship at The Little Snacks which is a distributor of various snack foods from all over the archipelago that are easy to resell. However, various arguments for and against emerged in which several scholars agreed on the prohibition of dropship with various arguments and reasons, but others said it was halal with various conditions. Dropship is a buying and selling system involving three parties, namely buyers, sellers and suppliers (providers of goods). Sellers in this context are referred to as dropshippers. He acts as a party who sells goods from suppliers. Dropshipping transactions are one of the online buying and selling schemes, namely business entities or individuals whether online stores or retailers (dropshipping) do not stock goods, and goods are obtained from collaborations with other companies that have real goods or what are called dropshippers. Dropship is a term for an online shop, and a dropshipper is a company that offers merchandise for sale which then sends the goods directly to consumers after the online shop pays the price of the goods and shipping costs. The ease of sellers, both in terms of storage costs and capital stock of goods, is the main feature of why dropshipping is a popular scheme to use [6].

For example, a seller has found a supplier with whom he can work with him. The seller then promotes the goods from his supplier by redesigning the poster or product photo and adding information about the product specifications. We can find products sold by drop shippers in marketplaces such as The Little Snacks. This means that the seller acts as an agent of the supplier. On the other hand, he stands alone with the name of the shop / brand that he built himself without having to pay for storage. However, this is a problem and has created controversy in Islamic law because the drop shipper does not own the goods directly. In Islamic law, the goods sold must be owned by the seller first.

2. Literature Review

This research focuses on the study of the application of sharia compliance in the sale and purchase of dropshipping The Little Snacks during the Covid-19 Pandemic, namely to identify, describe the application of sharia compliance in the dropshipping sale and purchase of The Little Snacks during the Covid-19 Pandemic and analyze whether it is in accordance with sharia principles or not. For the knowledge of researchers, there has not been much in-depth study by legal researchers, both studies that lead to theoretical and practical levels. Previous research that discusses the application of sharia compliance in buying and selling dropshipping seems incomplete. Therefore, affirming the authenticity of this study is intended to avoid repetition or duplication of themes with the same focus of study. Duplicating or repeating studies will not make a significant contribution to the development of legal science, both theoretically and practically.

Tracing of previous studies to determine the originality of this study is carried out by tracing the results of previous research (literature review), both those that have been done by researchers from within the legal disciplines themselves and outside the legal sciences, especially social sciences. Some relevant researches that has been successfully collected by researchers as a comparison of previous studies is to show the originality of this study.

Nur Hasanah [7] In 2019, he conducted a research entitled "Analysis of the Mechanism of Dropshipping and Reseller at the S3 Computer Surabaya Online Store." The result of his research is that the dropshipper and reseller mechanism at the S3 Komputer Surabaya Online Shop does not differ between dropshippers and resellers, because it is only based on the pricelist set by the store. A dropshipper without the need to come to the store, payment via transfer, without providing goods at home or in a warehouse, the delivery process is carried out by the shop. Meanwhile, resellers come directly to the store to purchase goods, then the reseller delivers the goods themselves and provides the goods at home or in the warehouse.

Faisal Fahmiin 2018 has conducted research entitled "The suitability of the Drop ship Sale and Purchase Agreement with the MUI Fatwa (Case Study on the Bukalapak Market Place)". The result of the research is that the online buying and selling scheme with the *dropshipping* system has similarities with the bai 'as-salam contract. In the drop shipping scheme, there are Muslims (buyers) and Muslims' alaih (sellers), *muslamfiihi* (objects of goods), as well as *sighat* (consent and qabul) in it. Fees obtained from the dropshipper come from the sale price agreement between the drop shipper and the supplier. The drop shipping system is similar to the *wakalah* contract, where in this drop shipping system there is a supplier who represents an object/item to the drop shipper who can be said to be an agent of the supplier.

Desi Fatmawati in 2017 has conducted research entitled "Islamic Law Review of Online Dropship Practices (Ariana Shop Case Study)". The result of his research is that in Islamic law, there are two possibilities for buying and selling online drop shipping, legal and illegal. Legitimate if buying and selling the online drop ship system, there is a collaboration between the supplier and the drop shipper and it is not valid if the online drop ship sale and purchase does not have permission and cooperation between the supplier and the drop shipper.

The discussion regarding sharia compliance actually has a lot of literature discussing it. Shariah compliance is adherence to sharia principles. Sharia compliance is needed to ensure that a contract meets sharia principles or not and to ensure that the implementation of a contract is in accordance with sharia principles. Akad pronunciation comes from Arabic, namely, 'aqada-ya'qidu-'aqdan, whose synonyms are; ja'ala 'uqtadan, which means: to make a bond, akkada, which means: strengthen, lazima, which means: to establish [8].

Akad literally means al-rabth, which is to collect or collect two ends of the rope and tie one to the other until they are connected and become like one rope [9]. Akad which literally means bond or obligation. Bond or obligation is meant "to enter into a bond for approval". When two groups enter into an agreement it is called al-aqad, which is a bond to give and receive together at one time. The obligation that arises as a result of the agreement is called al-uqud [10]. Zahri Hamid said that a contract or engagement is a bond between the two parties or more about a certain matter which starts from the will of one party and then it is approved by the other party, so that it is an agreement of all the parties concerned and they are bound by it [11]. According to Ahmad Azhar Basyir, a contract is defined as an engagement between Ijab and Qabul in a way that is justified by syara 'which establishes legal consequences on the object. Ijab is the first party's statement regarding the desired content of the engagement, while Qabul is the second party's statement to accept it [12].

According to Nazar Bakri, stated in his book entitled Problems of the Implementation of Islamic Fiqh-fiqh which regulates the terms, pillars, in buying and selling states that there are several conditions and harmony in buying and selling that must be fulfilled completely, if all of these elements have been there is a whole, it will be a perfect buying and selling process in the view of Islamic law [13]. According to Abdul Rahman Ghazali in his book entitled Fikih Muamalat states that something that is speculative or vaguely haram to be traded because it can harm one party, both the seller and the buyer, [14] so that it can risk the trust between the seller and the buyer in the sale and purchase agreement. Trust is the main key in all forms of business, both online and offline. In the offline world, trust is built by getting to know each other well, there is a process of consent, there is a stamp, there is an agreement, and so on. In the online world, the harmonization between aspects of norms, values, and ethics is combined with total trust building mechanisms in the overall process [15].

One of the buying and selling schemes that rely on trust is the dropshipping buying and selling scheme, in which the seller acts as a dropshipper. Dropshipping is the choice of the seller profession without having to provide products nor bother with services to consumers (packaging and delivery of goods). The dropshipping system makes it easy for beginners and online business people to bring in substantial profits every month. There is no need to be surprised if now the number of online store dropshippers has increased quite significantly, especially in Indonesia [16]. Especially during the Covid-19 pandemic, which required the implementation of WFH (Work From Home) as a social distancing effort in accordance with the Large-Scale Social Restriction Regulations in a number of regions in Indonesia, so there was a change in the shopping patterns of citizens who switched from offline to online. In principle, buying and selling is allowed as long as there is clarity about the size, scale and time. [17] Websites that have become outlets for advertising or selling products for all kinds of buying and selling businesses have become a phenomenon. With the commercialization of internet communications and its presence in the midst of millions of potential international customers, E-commerce applications have grown rapidly [18].

According to David Baum, E-commerce is a set of dynamic technologies, applications and business processes that connect companies, consumers, and certain communities through economic transactions through trade in services and information that will be carried out electronically. [19] E-commerce is a type of electronic business mechanism that focuses on individual-based business transactions using the internet as a medium for exchanging goods and services, one of which is dropshipping. Dropship is an online marketing technique where online business people or sellers do not need to keep a large inventory of goods, because when they get an order from a consumer, the seller immediately forwards the order and delivery details to the producer, distributor or supplier who has collaborated with them [20].

The concept of tangible products (goods) or intangible products (services) to consider buying, seeking, or using for consumers [21]. If offers and deals are made online (not offline or offline) such as via mobile banking, then the point is about the qabul consent through online. In fact, online bargaining and deals are the same as offline because they are commonplace and accepted by parties. So, the communication has fulfilled the rules of consent qabul because the substance of the consent qabul is the transaction is clear and everyone is happy. This is as the Fatwa of the MUI DSN [22]. "Statements of consent and qabul must be stated by the parties to show their will in entering into a contract. The contract is stated in writing, by correspondence, or by using modern communication methods." Furthermore, in order for the buyer to be happy, there must be an agreement that gives the buyer the right to cancel or continue the contract when the order does not meet the criteria and has serious defects.

Based on the description above, the problems to be examined in this study are: How is the implementation of sharia compliance in the dropshipping buying and selling scheme during the Covid-19 pandemic in Indonesia and what are the legal implications for the online dropshipping buying and selling scheme that still contains gharar elements?

3 Methods

This research is a normative legal research, namely research conducted on the principles of law, legal methods in the sense of value (norm), concrete legal regulations and the legal system [23] related to the material under study. The research approach used are a. The statutory approach that is, taken by examining the laws and regulations relating to the issues discussed; b. The conceptual approach, taken by examining the views of experts relating to the issues discussed. This approach is used when the rule of law does not exist or does not yet exist so that the views of the experts become one of the bases in strengthening the view of researchers; c. The comparative approach, done by holding a legal comparison. Comparative law is very useful because by comparing it can reveal the background of the existence of legal provisions so that it can be a recommendation for the preparation of legislation in accordance with the discussion of researchers.

3.1 Case Studies

Agreement regarding sale and purchase is regulated in Article 1313 of the Civil Code, where the agreement here is a sale and purchase agreement between the seller, in this case the business actor and the buyer, in this case, the consumer who binds himself to transfer an object by obtaining payment. The sale and purchase agreement does not have to be done physically, in this case in black and white, but the agreement that appears when both parties make a transaction can be called an agreement. [24] The implementation of WFH (Work from Home) as a social distancing effort in the midst of the Covid-19 pandemic to the existence of Large-Scale Social Restrictions in a number of regions in Indonesia has resulted in changes in the shopping patterns of citizens who switch from offline to online. During the Covid-19 pandemic, online buying and selling transactions showed a significant increase. One of the trading schemes that is often carried out due to its various conveniences is drop ship.

3.2 The implementation of sharia compliance in the dropshipping buying and selling scheme during the Covid-19 pandemic in Indonesia

The ease of sellers, both in terms of storage costs and capital stock of goods, is the main feature of why drop shipping is a popular scheme to use [25]. For example, suppose a seller has found a supplier he can work with. The seller then promotes the goods from his supplier by redesigning the poster or product photo and adding information about the product specifications. We can find products sold by dropshippers in marketplaces such as The Little Snacks. This means that the seller acts as an agent of the supplier. On the other hand, he stands alone with the name of the shop / brand that he built himself without having to pay for storage [26].

The Little Snacks has created a guide to selling online on Instagram that is very easy to follow for dropshippers, where is a guide on how to sell on Instagram and how to add

Instagram followers for free. The Little Snacks provides easy opportunities for dropshippers because there is no need to be afraid that the snacks will not sell, because the stock of all items is at The Little Snacks, and there is no need to bother packing or sending snacks, everything will be done at The Little Snack's place. Customer orders from the dropshipper will be sent directly by The Little Snack using the dropshipper's online shop name. Dropshippers only need to promote the products they want to sell, such as those sold in Tokopedia, Bukalapak, and others.

Even though dropshipping is a popular scheme to use, this has become a problem and has created controversy in Islamic law because it is not in accordance with sharia compliance, where the dropshipper does not have the goods directly when the dropshipper sells the goods. In Islamic law, the goods sold must be owned by the seller first. [27] Based on the description provided by The Little Snacks on its web page, the dropshipper does not need to have the item directly when the dropshipper sells the item. The dropshipper only pays the down payment for the initial payment to The Little Snacks and it will only be paid off when the customer from the dropshipper has received the item. Based on the description above, it can be concluded that in principle the goods are not owned directly by the dropshipper when the dropshipper sells the goods. So the online dropshipping sale and purchase scheme of The Little Snacks is not in accordance with sharia compliance where the seller does not have the goods sold so there is no direct handover (*taqabudh*) between the seller and the buyer.

From Hakim bin Hizam, "He said to the Messenger of Allah, 'O Messenger of Allah, someone is coming to me. That person wants to enter into a buying and selling transaction, with me, the items that I don't have. Can I buy certain goods he wants in the market after transacting with that person?' "Then, the Prophet said, Do not sell things that you do not have" (Narrated by Abu Daud, no.3505; considered valid by Al-Albani). In line with the rules of *fiqh* that are already popular "Al-ashlu fi al-mu'amalah al-ibahah hatta yadulla al-dalil 'ala tahrimiha[28]." (The basic principle in *muamalah* is that it is permissible until there are arguments against it/forbid it). So we can understand that in terms of harmony and conditions, dropship has fulfilled the pillars of the contract even though from the side of the subject of ownership there are differences of opinion. Dropshipping is prohibited because the goods are not fully owned by the seller but it is allowed if the dropshipper pays the goods to be sent to the customer first, so that the ownership of the goods has transferred to the dropshipper. Another way is to make a cooperation agreement where the dropshipper acts as a representative (*simsar*) of The Little Snacks as the owner of the goods, giving permission to sell the goods.

3.3 The legal implications for the online dropshipping buying and selling scheme that still contains *gharar* elements

Dropshipping buying and selling schemes are becoming increasingly prevalent, especially during the Covid-19 pandemic. Due to the rapid pace of communication media, the dropshipping business process has become easier. However, it should not contain elements of obscurity (*gharar*) both in terms of the condition of the goods and the price of the goods. Because Rasulullah SAW prohibited buying and selling that contained *gharar* elements. [29] But in reality, the online dropshipping sale and purchase scheme of The Little Snacks still contains *gharar* elements related to the condition of the goods and the price of the goods where the dropship sale and purchase scheme is offered through its web page, the dropshipper only displays photos of goods sold on social media Facebook, Instagram, or Whatsapp. [30] If there are customers who are interested in buying products that the dropshipper is promoting, the

dropshiper can simply contact The Little Snacks as a supplier to process the shipment without being certain (gharar) the condition of the goods and the price can be played by the dropshiper.

The dropshipping buying and selling scheme in the perspective of Islamic law can be likened to a samsarah contract or what we know as a broker or agency. Definition of the samsarah contract in the Mausuh'ah Fiqhiyyah Kuwaitiyah (10/151):

الذبيد خلبينا البائعو المشتري متوسطاً لمضاء البيع: والسماسر هو، هياتوسطينا البائعو المشتري: السمسرة ويدل البائع على الأمان، لأنه يدلل المشتري على السلع، وهو المسمندل

"Samsarah is an intermediary between the seller and the buyer. Samsar is a person who mediates between sellers and buyers to carry out the transaction process. Also called dallal, because he delivers the buyer to the item he is looking for, and takes the seller to the sale." This samsarah contract is permitted in sharia. Al Bukhari said in Sahih Bukhari:

لأبأسأنيقول: وَقَالَ ابْنُ عَبَّاسٍ: وَلَمْ يَزِ ابْنُ سِيرِينَ عَطَاءُ وَإِبْرَاهِيمُ الْحَسَنِيُّ ابْنَ السَّمْسَارِ بِأَسَا. بِأَبْجُرِ السَّمْسَرَةِ إِذَا قَالَ بَعْضُهُمْ كَذَا فَمَا كَانَ مِنْهُ يُجْفَهُ لَكَ، أَوْ يَنْبِيؤُ بَيْنَكَ فَلَا بِأَسْبِيهِ: وَقَالَ ابْنُ سِيرِينَ: بَعْضُهُ التَّوْبِقْمَارُ إِذْ عَلِمَكَ وَكَذَا فَهُوَ لَكَ الْمُسْلِمُونَ نَعْنِدْ شُرُوطِهِمْ: وَقَالَ ابْنُ عَبَّاسٍ: لَمْ يَصْلُحْ لَهَا اللَّهُ عَلَيْهِ وَسَلَّمَ

"The Samsarah contract chapter. Permitted by Ibn Sirin, Atha', Ibrahim, and Al Hasan. Ibn Abbas said: it is okay for someone to say: sell this shirt, you have to take the excess. Ibn Sirin said: if someone says: sell this item at this price, the profit will be yours, or between you and me the share, then this is fine. The Prophet sallallahu'alaihi Wasallam said: Muslims are obliged to comply with the conditions they agree on".

The scholars agree on the permissibility of samsarah with a fixed commission value. Suppose someone says, "please sell this house, your commission is 50 million rupiah". Because this commission is ma'lum (known). But they made mistakes regarding samsarah with a commission in the form of a ratio (percentage). Jumhur ulama forbid it because it is a gharar. Imam Malik said:

لشيءٍ يُسَمِّيهِ فَإِنَّ ذَلِكَ لا يَصْلِحُ؛ «بِعْهَائِهِ لَكَ كَذَا وَكَذَا فِي كَذَا دِينَارٍ»: فَأَمَّا الرَّجُلُ يُعْطَى بِالسَّلْعَةِ فَيَقُولُ: لَأَنْهَ كَلِمَاتُ دِينَارٍ مِنْ تَمَنِّيَا السَّلْعَةِ تَقْصِمِنْ حَقِّهَا الَّذِي سَمَّنْهُ؛ فَهَذَا غَرْرٌ لا يَدْرِي كَيْمَجَلَّهُ

"As for someone who gives goods and then says: please sell this item then from every 1 dinar, your profit is a percentage. Then this is not allowed. Because every time the price of the goods goes down, the commission also goes down. So this is gharar, he (the broker) does not know how much he will get" (Al Muwatha, 2/685).

Based on these provisions, a dropship transaction can be called a samsarah if it meets the following criteria:

- A retailer or dropshipper acts as a samsar (broker) in which he mediates between the seller and the buyer.
- The selling price is according to the agreement between the seller and the broker. The broker may not change the price outside of the agreement.
- Commission from the seller must be a fixed commission, not a percentage of the price of the goods.

If the dropshipping buying and selling scheme meets these requirements, the law is acceptable (jaiz).

As for the dropshipping sale and purchase scheme with goods that have not received permission from The Little Snacks, which acts as a supplier. Usually this system is done by way, the dropshipper as a seller creates their own account. He listed the wide variety of items on offer, while the goods were still in the hands of The Little Snacks who were the original traders. He only played the role of finding goods, without a reward agreement (*ujrah*) with the first merchant. As an easy illustration is brokerage-style trading. The goods offered are not owned by the broker, and have not received permission or asked permission from the original merchant, but he has already offered the goods. The buying and selling of this kind of brokering model of dropshipping is agreed upon by the majority of scholars as haram. Buying and selling goods like this includes buying and selling of *ainun ghaibah*, namely buying and selling of goods that are not yet clear on the spot.

Problems related to the legal implications of the online dropshipping sale and purchase scheme of The Little Snacks which still contain *gharar* elements need to be the focus of attention, as an effort to enforce the law, both from a positive legal perspective and from the perspective of sharia provisions. For this reason, methods of legal discovery in legal science can be carried out, such as methods of legal interpretation, methods of argumentation and methods of legal hermeneutics. Legal hermeneutics is a philosophical teaching regarding understanding / understanding something or a method of interpretation of legal texts, where methods and techniques of interpreting it are carried out holistically between text, context and contextualization [31].

Meanwhile, to assess in terms of sharia provisions, or the suitability of the dropshipping buying and selling scheme with sharia principles, there should be at least three method approaches that must be used to ensure and determine conformity with sharia principles. The three methods are the contract method, the *maqashid sharia* method and the written contract / agreement (contract document). The approach to the contract and *maqashid sharia* method, the dropshipping sale and purchase scheme must refer to the standard contract / contract that has been set in buying and selling according to Islam and must be in line with the objectives of sharia which basically aim to guarantee 2 (two) important things, namely *tahsil*, maintaining benefits 'at / *kemashlahatan* and *ibqa*, rejecting *kemudharatan*. In the context of the online dropshipping sale and purchase scheme of The Little Snacks, there is an accident that still contains *gharar* elements related to the condition of the goods and the price of the goods, thus causing legal implications of the sale and purchase agreement can be canceled (*fasakh*).

4 Conclusion

Based on the analysis above, it can be concluded as follows:

- a. The implementation of sharia compliance in the dropshipping buying and selling scheme during the Covid-19 pandemic in Indonesia was not in accordance with sharia compliance, where the dropshipper did not own goods directly when the dropshipper sold the goods. In Islamic law, the goods sold must be owned by the seller first. Based on the description provided by The Little Snacks on its web page, the dropshipper does not need to have the item directly when the dropshipper sells the item. The dropshipper only pays the down payment for the first payment to The Little Snacks and it will only be paid off when the customer from the dropshipper has received the item. So in principle the dropshipper does not have the goods directly when the dropshipper sells the item. so that there is no handover (*taqabudh*) directly between the seller and the buyer.

- b. The legal implications for the online dropshipping buying and selling scheme that still contains gharar elements, where the dropshipping sale and purchase scheme with goods that have not received permission from The Little Snacks which acts as a supplier. Dropshipper as a seller creates their own account. He listed the wide variety of items on offer, while the goods were still in the hands of The Little Snacks who were the original merchants. He only played the role of finding goods, without a reward agreement (ujrah) with the first merchant. As an easy illustration is brokerage-style trading. The goods offered are not owned by the broker, and have not received permission or asked permission from the original merchant, but he has already offered the goods. The sale and purchase of the dropshipping model of this brokering model is agreed upon by the majority of scholars as haram because it includes buying and selling of ainun ghaibah, which is the sale and purchase of goods that are not yet clear in place, thus causing legal implications that the sale and purchase agreement can be canceled (fasakh).

References

- [1]Ahmad Azhar Basyir.: Asas-asas Hukum Muamalah (Hukum Perdata Islam), ed. Revisi, UII Press, Yogyakarta, page 11 (2000)
- [2]Zulham.: Hukum Perlindungan Konsumen, Kencana, Jakarta, page 1(2013)
- [3]<https://indonesia.go.id/narasi/indonesia-dalam-angka/ekonomi/kasus-Covid-19-pertama-masyarakat-jangan-panik> accessed on 29 April (2020)
- [4]<https://www.who.int/emergencies/diseases/novel-coronavirus-2019> accessed on 30 April (2020)
- [5]<https://www.kompas.tv/article/70893/who-tetapkan-wabah-virus-corona-sebagai-pandemi-global> accessed on 29 April (2020)
- [6]M. Ali Hasan.: Berbagai Macam Transaksi dalam Islam (Fiqh Muamalat), Ctk. Pertama, PT. Raja Grafindo Persada, Jakarta, page Adiwarmen A. Karim, <i>Bank Islam: Analisis Fiqih Dan Keuangan</i> (Jakarta: PT. Raja Grafindo Persada, 2011).Adiwarmen A. Karim, <i>Bank Islam: Analisis Fiqih Dan Keuangan</i> (Jakarta: PT. Raja Grafindo Persada, 2011).Adiwarmen A. Karim, <i>Bank Islam: Analisis Fiqih Dan Keuangan</i> (Jakarta: PT. Raja Grafindo Persada, 2011), (2013)
- [7]Nur Hasanah.: Analisis Mekanisme Dropshipper dan Reseller di Toko Online S3 Komputer Surabaya, Fakultas Ekonomi dan Bisnis Islam, Program Studi Manajemen, Universitas Islam Negeri Ampel Surabaya (2019)
- [8]Ahmad Wardi Muslich.: Fiqh Muamalat, Ctk. Pertama, Sinar Grafika Offset, Jakarta, page 109 (2010)
- [9]Ghufron A.M. As'adi, op. cit., page 75.
- [10]Abdur Rahman I. Doi.: Muamalah (Syari'ah III), PT. Raja Grafindo Persada, Jakarta, page 16 (1996)
- [11]Zahri Hamid.: Asas-asas Mu'amalat, IAIN Sunan Kali Jaga, Yogyakarta, page 13 (2014)
- [12]Ahmad Azhar Basyir, op. cit, page 65.
- [13]Nazar Bakri.: Problematika Pelaksanaan Fiqih-fiqih Islam, PT. Raja Grafindo Persada, Jakarta, page 59 (2014)
- [14]Abdul Rahman Ghazali dkk.: Fikih Muamalat, Kencana Prenada Media Grup, Jakarta, page 82 (2012)
- [15]Muhammad.: Etika Bisnis Islam, UUP AMP YKPN, Yogyakarta, page 224 (2004)
- [16]M. Ali Hasan.: Berbagai Macam Transaksi dalam Islam, Rajawali Press, Jakarta, page 143 (2012)
- [17]Burhanuddin S.: Hukum Kontrak Syariah, BPFE, Yogyakarta, page 213 (2009)
- [18]MohdMa'sum Billah.: Islamic E-commerce Terapan; Tinjauan Hukum dan Praktik, Sweet & Maxwell Asia, Malaysia, page 61 (2010)
- [19]Onno W. Purbo dan Aang Arif Wahyudi.: Mengenal E-commerce, Elex Media Computindo,

- Jakarta, page 13 (2000)
- [20]Adi Nugroho.: E-commerce Memahami Perdagangan di Dunia Maya, Informatika, Bandung, page 9 (2016)
- [21]Ali Hasan.: Marketing, Cetakan Pertama, Media Presindo, Yogyakarta, page 494 (2013)
- [22]Fatwa DSN MUI No.08/DSN- MUI/IV/2000
- [23]Sudikno Mertokusumo.: Penemuan Hukum, Liberty, Yogyakarta, page 37 (2004)
- [24]N. H. T. Siahaan, Hukum Konsumen. Perlindungan Konsumen dan Tanggung Jawab Produk, cetakan ke-1, Grafika Mardi Yuana, Bogor, page 23 (2015)
- [25]M. Ali Hasan.: Berbagai Macam Transaksi dalam Islam (Fiqh Muamalat), Ctk. Pertama, PT. Raja GrafindoPersada, Jakarta, page 253 (2013)
- [26]<http://www.thelittlesnacks.com/Reseller> accessed on 3 July (2020)
- [27]Ghufron A.M. As'adi.: Fiqh Muamalah Kontekstual, Ctk. Pertama, PT. Raja Grafindo Persada, Jakarta, page 175 (2012)
- [28]Jalal al-Din Abd. al-Rahman al-Suyuti, without years, Al-Asbahwa al-Nadhāir Singapore: SulaimanMar'i, page 123.
- [29]Narrated by Abu Daud, no. 3505; (considered valid by Al-Albani)
- [30]<http://www.thelittlesnacks.com/Reseller> accessed on 3 July 2020, at 14.40 PM
- [31]Jazim Hamidi.: Hermeneutika Hukum, Yogyakarta: UII Press, page 45. See reference (2015)
- Ahmad Zaenal Fanani.: Berfilsafat dalam Putusan Hakim, Bandung: Mandar Maju, page 8 (2014)