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QUR'ANIC ECONOMIC INTERPRETATION THROUGH A THEMATIC EXEGESIS APPROACH IN DETERMINING THE LEGAL STATUS OF CONTROVERSIAL DROPSHIPPING ON E-ECONOMY PLATFORMS

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ABSTRACT

The development of electronic commerce in 2025 has given rise to the dropshipping business model, which has become a subject of legal dispute among scholars and practitioners of Islamic economics. This phenomenon raises a fundamental question regarding the legality of digital transactions in which the seller does not possess physical ownership of the goods being traded. This study aims to reconstruct the legal basis of dropshipping through a thematic exegetical approach to economic verses in the Qur'an, while considering the controversies that emerge on contemporary e-economy platforms. The method applied is qualitative research based on library research, using thematic exegesis analysis of mu'amalah verses, synthesized with the methods of taḥqīq al-manāṭ and istinbāṭī qiyās in Islamic commercial jurisprudence. The findings show that conventional dropshipping practices violate the principle of bay' mā lā yamlik and contain gharar fāḥish related to ownership, product specifications, and delivery time. However, through the reconstruction of the contract into wakālah bil ujrah, salam, or samsarah, this model can be accommodated within the framework of Islamic law. The thematic exegetical approach to QS. al-Baqarah [2]: 275, QS. al-Nisā' [4]: 29, and QS. al-Mumtaḥanah [60]: 8 affirms that economic transactions must fulfill the requirements of contractual clarity, lawful ownership, and information transparency. This study recommends the adoption of the wakālah contract as the most optimal solution because it minimizes the risk of gharar and clarifies the allocation of responsibility (ḍamān) among suppliers, dropshippers, and consumers.

Keywords: *Thematic Tafsir, Qur'anic Economics, Dropshipping, Islamic Commercial Jurisprudence, Sharia E-Commerce, Wakālah.*

1. INTRODUCTION

The development of the digital economy has brought about a fundamental transformation in the global business landscape, including in Indonesia, where e-commerce platforms such as Shopee, Lazada, and Tokopedia have become the backbone of buying and selling transactions in modern society (Uriawan et al., 2025). One business model that has grown rapidly within this ecosystem is dropshipping, a sales system that allows individuals to sell products without having to own physical stock, relying instead on product photos and descriptions provided by suppliers (Iskandar, 2024). This model offers high accessibility for micro, small, and medium enterprises (MSMEs) that face limitations in capital and storage capacity. However, it has also triggered intense debate among Islamic scholars and practitioners of Islamic law regarding the validity of such transactions (Faza et al., 2025). In Indonesia, the fatwa of the National Sharia Council of the Indonesian Ulema Council (DSN-MUI) Number 145/DSN-MUI/XII/2021 concerning Dropshipping Based on Sharia Principles has become a primary reference, generally permitting dropshipping practices under certain conditions (DSN-MUI, 2021). Nevertheless, the implementation of this fatwa in practice still faces serious challenges, both in terms of positive legal legitimacy and standardization of practice (Sari & Asmendri, 2020). A more complex social reality is revealed when dropshipping practices across various e-commerce platforms demonstrate mechanisms that are not always aligned with the provisions of the fatwa, thereby creating legal uncertainty that concerns Muslim consumers and business actors (Chakim et al., 2025). This controversy has intensified as fatwas from other authoritative institutions, such as Dār al-Iftā' al-Miṣriyyah in Egypt, categorize dropshipping within the framework of murābaḥah, which has been criticized for involving the sale of goods not yet owned by the seller (bay' mā lā yamlik). This indicates that the legal debate surrounding dropshipping occurs not only at the national level but also across jurisdictions (Chakim et al., 2025).

Studies on the legal status of dropshipping from an Islamic perspective have developed quite rapidly alongside the increasing popularity of this business model, yet several important gaps remain. Previous studies can generally be classified into several major groups. First, there are studies that focus on the analysis of DSN-MUI fatwas, such as research on the implementation of the fatwa on the Shopee platform, which shows that the dropshipping mechanism generally meets the characteristics outlined in the fatwa but still faces challenges in standardization (Garuda, 2025). Research on the conformity of dropshipping practices at the online store Stylefashion with the fatwa also shows similar findings (Repository UIN Banten, 2024). Second, there are studies examining dropshipping from the perspective of contemporary Islamic commercial jurisprudence, which generally highlight the invalidity of this practice when it uses a direct sale contract (bay') because the element of ownership (qabḍ) is not fulfilled and because the transaction contains a high degree of uncertainty (gharar) (Uriawan et al., 2025). Other studies also emphasize that this practice contains significant elements of gharar (Faza et al., 2025). Third, several studies propose alternative Sharia-compliant contracts such as salam, samsarah, and wakālah as appropriate models, with wakālah regarded as the model with the lowest risk of gharar and the most consistent in clarifying ownership, risk allocation, and contractual responsibility (Faza et al., 2025). Fourth, comparative studies of fatwas across countries reveal a plurality of legal opinions on dropshipping, such as the DSN-MUI's permissive position through the salam approach and Dār al-Iftā' al-Miṣriyyah's rejection within the framework of murābaḥah (Chakim et al., 2025). However, within the existing corpus of research, a significant gap can be identified: no study has specifically and systematically employed the Qur'anic thematic exegesis (mawḍū'ī) approach as the main framework for determining the legal status of dropshipping (Huda, 2021). Existing studies predominantly use fiqh and fatwa-based approaches without deeply exploring the Qur'anic verses that serve as the primary source of Islamic law (Halik, 2020). In fact, a thematic exegetical approach to economic verses in the Qur'an, such as QS. al-Baqarah [2]: 275, 282, and 188, as well as QS. al-Nisā' [4]: 29, has strong potential to provide a more comprehensive and profound understanding of the principles of lawful and valid transactions (Salminawati, 2020).

The novelty of this study lies in the integration of the Qur'anic thematic exegesis (mawḍū'ī) approach with the contemporary issue of dropshipping on e-commerce platforms, an approach that has not been found in previous studies. Unlike existing studies, most of which use the frameworks of Islamic commercial jurisprudence, fatwa analysis, or positive legal analysis, this study positions the Qur'an as the primary source (al-maṣdar al-asāsī), which is then interpreted thematically to formulate legal parameters for dropshipping transactions. This approach enables the exploration of Qur'anic verses related to the principles of buying and selling, ownership, justice, honesty, and the prohibition of gharar, which are then contextually connected to the reality of dropshipping businesses in the digital era. Another aspect of novelty is the integration of thematic exegesis with the maqāṣid al-sharī'ah approach, as pioneered by al-Shāṭibī, who emphasized that the essence of maqāṣid al-sharī'ah is the realization of public benefit. Therefore, this study does not merely ask whether dropshipping is "halal or haram" in a binary sense, but also explores the extent to which dropshipping practices can be contractually reconstructed to achieve public benefit and avoid harm. Thus, this study offers an original contribution in the form of an applicable Qur'anic interpretive framework for responding to the dynamics of continuously evolving digital business models, bridging the gap between eternal sacred texts and changing economic realities. This study also fills a gap in the literature by presenting an analysis that is not merely normative-deductive but also contextual-inductive, taking into account the social, economic, and public benefit dimensions of Indonesian Muslim society in conducting transactions on e-commerce platforms.

This study aims to comprehensively analyze the controversial legal determination of dropshipping on e-economy platforms using a thematic exegesis (mawḍū'ī) approach to Qur'anic verses related to economic transactions and trade. More specifically, this study first aims to identify and inventory Qur'anic verses that serve as the normative basis for buying and selling practices in Islam, including verses concerning ownership, justice, honesty, and the prohibition of unlawful elements such as ribā, gharar, and maysir. Second, it aims to interpret these verses thematically and contextually in order to formulate Sharia parameters that must be fulfilled in dropshipping transactions so that they conform to Qur'anic principles. Third, it analyzes the conformity of dropshipping mechanisms commonly practiced on Indonesian e-commerce platforms with the parameters derived from thematic exegesis, while identifying areas of non-compliance that may potentially invalidate the transaction. Fourth, it formulates alternative Sharia-compliant contractual models, such as salam, samsarah, or wakālah, based on Qur'anic guidance and maqāṣid al-sharī'ah theory, as solutions for dropshipping practices that are more just, transparent, and responsible. Fifth, it contributes to the development of contemporary Islamic commercial jurisprudence that is responsive to the growth of the digital economy, while also providing policy recommendations for regulators and business actors in building an e-commerce ecosystem aligned with Islamic values.

This study has strong urgency from theoretical, practical, and policy perspectives. Theoretically, this research is important because it fills a knowledge gap in contemporary Islamic economic law studies, particularly in relation to the still-limited application of Qur'anic thematic exegesis to digital business issues. By offering a systematic Qur'anic interpretive framework, this study enriches the methodological discourse of Islamic legal derivation (istinbāṭ) and provides an alternative approach that is more foundational than merely relying on fatwas or qiyās alone. Practically, this study is highly relevant for millions of dropshipping business actors in Indonesia who need Sharia legal certainty in running their businesses, as well as for Muslim consumers who wish to ensure that the transactions they conduct are lawful and valid according to Islamic law. This study is also important for the development of the Islamic economy in Indonesia, considering that Sharia e-commerce is a continuously growing sector that requires a strong and comprehensive legal foundation. From a policy perspective, the findings of this study can serve as valuable input for DSN-MUI in refining its fatwa on dropshipping, for the government in formulating Sharia-based e-commerce regulations, and for e-commerce platforms in developing features that support transactions in accordance with Islamic principles. Furthermore, this study has significant social relevance because it helps Indonesian Muslim society carry out digital economic activities with confidence and peace of mind, in line with Allah's command that permits trade and prohibits ribā as well as practices containing injustice and uncertainty. Amid the rapid flow of economic digitalization, this study represents a serious effort to ensure that technological advancement does not become detached from Islamic spiritual and ethical values, but instead strengthens the comprehensive welfare of the ummah.

2. RESEARCH METHOD

This study is a qualitative inquiry employing a document analysis approach (library research) that integrates the thematic exegesis method with comparative fiqh analysis. The primary data sources consist of Qur'anic texts related to economic mu'amalah, authentic hadiths discussing trade and sale transactions, and classical fiqh books from the four schools of Islamic jurisprudence, namely the Ḥanafī, Mālikī, Shāfi'ī, and Ḥanbalī schools. The secondary sources include contemporary fatwas, scholarly journal articles published between 2020 and 2025, and official documents issued by international fiqh institutions. Data analysis was carried out in three stages: first, the collection of Qur'anic economic thematic verses; second, the extraction of fiqh principles related to ownership, gharar, and contracts; and third, the application of taḥqīq al-manāṭ to determine the conformity of dropshipping practices with the pillars and requirements of Islamic contracts.

3. RESULT AND ANALYSIS

Profile of the Dropshipping Phenomenon on E-Economy Platforms in 2025

The digital trade ecosystem in 2025 has undergone a significant metamorphosis. Platforms such as Shopee, Tokopedia, TikTok Shop, and various other marketplaces no longer merely provide transactional spaces but have developed into economic infrastructures that integrate logistics, payments, and marketing within a unified ecosystem. In this context, dropshipping has grown rapidly because it offers a very low barrier to entry; a business actor can start a business simply with a mobile device and an internet connection without requiring initial capital for inventory procurement. Recent data indicate that approximately 37% of micro, small, and medium enterprises (MSMEs) in Indonesia have adopted the dropshipping model as either a primary or secondary strategy. However, behind this encouraging growth figure lies a fundamental structural problem: the dropshipper acts as a seller before the consumer, although legally the dropshipper never owns the goods being sold. This condition creates a complex triangular relationship among the supplier, dropshipper, and consumer, in which the lines of responsibility are often unclear. The legal controversies that arise can be classified into three main categories. First, the issue of ownership (milkiyyah): is the transaction valid if the seller does not own the object of sale at the time of contract? Second, the issue of gharar or uncertainty: what is the legal status of a transaction when product specifications, stock availability, and delivery time cannot be guaranteed with certainty? Third, the issue of ḍamān or responsibility: who is responsible if damage, loss, or product non-conformity occurs?

Legal Determination of Dropshipping from the Perspective of Classical Islamic Commercial Jurisprudence

In the Islamic fiqh tradition, sale and purchase (bay‘) is a contract that is regulated very strictly. Muslim jurists agree that one of the pillars of sale and purchase is the existence of a transaction object (ma‘qūd ‘alayh) that fulfills certain conditions, including ownership by the seller at the time of contract or, at the very least, certainty of procurement. The principle of bay‘ mā lā yamlik, namely selling goods that one does not own, is explicitly prohibited by the majority of Islamic legal schools, especially the Mālikī and Ḥanbalī schools, which categorize it as an invalid transaction. The Shāfi‘ī and Ḥanafī schools provide certain flexibility on the condition that there is certainty of procurement and clarity of specifications. However, in the context of modern dropshipping, this flexibility is difficult to fulfill because dropshippers often do not have a clear contractual relationship with suppliers, while product availability depends entirely on a third party that is not directly bound by a contract with the consumer. The concept of gharar becomes the key analytical category in determining the legal status of dropshipping. Ibn Qudāmah in al-Mughnī defines gharar as ambiguity that may lead to dispute. Al-Zuḥaylī expands this definition by identifying three dimensions of gharar in contemporary transactions: gharar related to ownership, gharar related to the specifications of the object, and gharar related to the time of delivery. In dropshipping practices, these three dimensions of gharar appear simultaneously: the dropshipper does not know with certainty the availability of stock (gharar milkiyyah), the quality of the goods delivered may differ from the promotional images (gharar ṣifah), and delivery time depends on third-party logistics (gharar ajal).

Qur'anic Verses Related to the Discussion

QS. al-Baqarah [2]: 275

Allah has permitted trade and prohibited usury. This verse establishes the fundamental foundation that every economic activity must operate within the boundaries permitted by Sharia. The word al-bay' in this verse includes all forms of exchange of goods and services that fulfill Sharia requirements. In thematic exegesis, this verse becomes the basis for the argument that dropshipping can only be deemed permissible if it fulfills the pillars and requirements of a valid bay'. Imam al-Qurṭubī, in al-Jāmi' li Aḥkām al-Qur'ān, emphasizes that the permissibility of sale and purchase is conditional upon the clarity of the object, agreement on the price, and justice for both parties.

QS. al-Nisā' [4]: 29

O you who believe, do not consume one another's wealth unjustly, except through trade conducted by mutual consent among you. This verse contains three crucial principles for the legality of economic transactions. First, the prohibition of akl amwāl bi al-bāṭil, namely consuming wealth through illegitimate means, which includes all forms of transactions involving deception, ambiguity, or injustice. Second, the exception for transactions conducted through valid tijārah or trade. Third, the requirement of tarāḍin minkum, namely mutual consent between the parties, which requires full transparency in the contract. In the context of dropshipping, this verse becomes a sharp critique of practices in which the dropshipper conceals their status as an intermediary, leading consumers to believe that they are transacting directly with the owner of the goods. Such practice falls into the category of tadlīs or concealment, which may invalidate mutual consent because one party does not provide complete information.

QS. al-Mumtaḥanah [60]: 8

Allah does not forbid you from being kind and acting justly toward those who do not fight you because of religion. Although this verse was revealed in the context of relations with non-Muslims, the principles of al-birr or goodness and al-qisṭ or justice contained in it have universal implications for mu'amalah. In economic thematic exegesis, this verse affirms that every transaction must meet a standard of justice that does not favor one party over another. Dropshipping practices that contain gharar fāḥish contradict this principle of justice because they allocate risk disproportionately to consumers.

QS. al-Isrā' [17]: 35

And give full measure when you measure, and weigh with an accurate balance. That is better and more excellent in consequence. This verse emphasizes the importance of honesty and accuracy in every transaction. The words al-wafā' or fulfilling the measure and al-qisṭās or accurate balance can be expanded in meaning within the digital context as an obligation to provide accurate information about the products being traded. A dropshipper who uses product images that do not reflect reality or provides unrealistic delivery time estimates has violated this principle.

QS. al-Mā'idah [5]: 1

O you who believe, fulfill all contracts. This verse serves as the foundation of contract theory in Islam. The word ‘uqūd, the plural form of ‘aqd, includes all forms of agreements, including sale and purchase contracts. In thematic exegesis, this verse affirms that every transaction must be based on a clear contract and fulfilled by the parties involved. The fundamental weakness in conventional dropshipping lies in the absence of a clear contract between the dropshipper and the consumer regarding the agency status of the dropshipper. The consumer assumes that the transaction is a direct bay‘, whereas in reality there is an opaque chain of contracts.

Discussion

Theoretical Reconstruction: From Pure Bay‘ to Alternative Contracts

The findings show that the legal determination of dropshipping cannot be carried out monolithically. The appropriate approach is to conduct takyīf fiqhī, namely legal characterization by determining the contractual form, for each variant of dropshipping practice found in the field (Chakim et al., 2025). This is because dropshipping practices on digital platforms have highly diverse variations, ranging from fully transparent models to those heavily marked by elements of deception and ambiguity (Faza et al., 2025). A monolithic approach would produce conclusions that are inaccurate and inconsistent with the developing empirical reality (Iskandar, 2024). Therefore, contemporary scholars and researchers in Islamic commercial jurisprudence emphasize the importance of classifying different dropshipping models (Uriawan et al., 2025). Based on the analysis of the pillars and requirements of contracts, there are at least three possible legal reconstructions that can be proposed as solutions to the legal problems of dropshipping in the digital era (Huda, 2021). These three reconstructions offer different solutions, ranging from the strictest to the most flexible, according to the degree of compliance with Sharia principles (Salminawati, 2020). It is important to note that these three models do not stand separately; rather, they are interconnected and can be further developed in accordance with evolving practices in the field (Garuda, 2025).

First, if the dropshipper acts as a direct seller (bay‘) without owning the goods and without certainty of procurement, then the transaction is invalid because it violates the principle of bay‘ mā lā yamlik and contains gharar fāḥish (Faza et al., 2025). This form of dropshipping is the most commonly found on e-economy platforms and constitutes the main source of legal controversy among scholars and practitioners of Islamic economics (Uriawan et al., 2025). In this model, the dropshipper markets goods that they have never seen, touched, or owned, either physically or legally (Iskandar, 2024). When a consumer places an order, the dropshipper then forwards the order to the supplier to be shipped directly to the consumer’s address (Chakim et al., 2025). At the time the contract is concluded, the dropshipper has no certainty regarding stock availability, product quality, or accurate delivery time (Huda, 2021). This condition creates significant uncertainty (gharar) that may materially harm consumers (Salminawati, 2020). The majority of scholars from the Mālikī and Ḥanbalī schools explicitly prohibit this model because it is considered a concealed form of deception (Faza et al., 2025). Some contemporary scholars even categorize this practice as a form of tadlīs that invalidates the contract (Iskandar, 2024).

Second, if there is an explicit agreement that the dropshipper functions as a broker (samsarah) who earns a commission from each successful transaction, then its legal status changes to permissible (mubāḥ) or even recommended, provided that the commission is transparent and does not involve deception (Faza et al., 2025). This model requires the dropshipper to honestly disclose their status as an intermediary, not the owner of the goods, to the consumer from the beginning of the transaction (Uriawan et al., 2025). In samsarah practice, the dropshipper acts as a connector between the supplier and the consumer without ever taking ownership of the goods (Chakim et al., 2025). When a transaction occurs, the sale contract takes place directly between the supplier and the consumer, while the dropshipper receives a commission as compensation for their intermediary services (Garuda, 2025). This model has strong legitimacy in the Islamic fiqh tradition because samsarah has been known and practiced since the time of Prophet Muhammad PBUH (Halik, 2020). Scholars agree that samsarah is permissible as long as it does not contain elements of deception, ribā, or gharar (Huda, 2021). Nevertheless, this model requires full transparency from the dropshipper regarding the source of the goods, the base price, and the amount of commission taken (Salminawati, 2020). Without transparency, this model may become an entry point for deception and consumer exploitation (Faza et al., 2025).

Third, and most optimally, dropshipping can be reconstructed through the contract of wakālah bil ujrah. In this scheme, the dropshipper explicitly acts as an agent (wakīl) of the supplier with the task of finding buyers and concluding contracts on behalf of the supplier (Faza et al., 2025). The consumer knows that the direct contracting party is the supplier, while the dropshipper receives a fee (ujrah) for their intermediary service (Uriawan et al., 2025). This model fulfills all the pillars of wakālah: the principal (muwakkil), the agent (wakīl), the object of authorization (muwakkal fīh), and the contractual declaration (ṣīghah) (Salminawati, 2020). In the wakālah bil ujrah scheme, the legal relationship becomes very clear and transparent, so that no party is harmed or deceived (Chakim et al., 2025). Consumers know with certainty who the actual owner of the goods is, the product specifications, and the price offered (Iskandar, 2024). The dropshipper receives clear compensation for their service, either in the form of a percentage-based commission or a fixed fee (Garuda, 2025). The supplier gains wider market access without having to incur large marketing costs (Faza et al., 2025). This model is also in line with the principle of tarāḍin, or mutual consent, which serves as the foundation of transactions in Islam, because all parties are involved consciously and voluntarily with complete information (Huda, 2021). Thus, wakālah bil ujrah becomes the most ideal and comprehensive solution to overcome the legal problems of dropshipping in the digital era (Halik, 2020).

Comparative Analysis of Three Contract Models

Based on the examination of classical fiqh texts and contemporary fatwas, a comparative analysis was conducted to determine the contract model most suitable for the characteristics of modern dropshipping (Chakim et al., 2025). Among the various forms of contracts available in the corpus of Islamic commercial jurisprudence, three main models are relevant for in-depth analysis, namely the salam contract, the samsarah contract, and the wakālah bil ujrah contract (Faza et al., 2025). The salam contract allows the sale of goods that do not yet exist (al-ma'dūm) on the condition that full payment is made in advance and the specifications are clearly defined (Iskandar, 2024). In the context of dropshipping, this means that the consumer pays in full first, after which the goods are ordered from the supplier (Uriawan et al., 2025). Although theoretically possible, its practice is highly limited because e-economy platforms generally do not accommodate advance payment schemes for goods that have not yet been produced (Garuda, 2025). In addition, the risk of delivery failure becomes very high because the dropshipper does not have direct control over the supplier (Huda, 2021). Full dependence on a third party in this model creates uncertainty that contradicts the spirit of legal certainty in business transactions (Salminawati, 2020). The salam model is also less flexible because it requires highly detailed product specifications at the outset, whereas in dropshipping practice, specifications often change depending on the supplier's stock availability (Halik, 2020).

The samsarah contract positions the dropshipper as a broker who receives a fixed commission for intermediary services (Faza et al., 2025). The main advantage of this model is status transparency, in which the dropshipper does not need to falsely claim ownership of goods that do not actually belong to them (Chakim et al., 2025). In the history of fiqh, samsarah has been widely recognized and legitimized by scholars because of its role in connecting sellers and buyers without requiring the intermediary to be directly involved in the ownership of goods (Uriawan et al., 2025). However, the challenge faced in modern e-economy practices is that consumers tend to feel uncomfortable transacting with parties who do not own their own stock (Iskandar, 2024). Consumer perceptions of seller credibility strongly influence purchasing decisions, so this model may significantly reduce business competitiveness (Garuda, 2025). In addition, under samsarah, the broker does not have the authority to conclude contracts on behalf of the owner of the goods, so intensive coordination is required, which is often impractical in a fast-paced digital ecosystem (Huda, 2021). This model also provides limited legal certainty because the dropshipper's status as a broker is often not explicitly disclosed to consumers, thereby potentially giving rise to accusations of deception (Salminawati, 2020).

The wakālah contract offers the most comprehensive solution compared with the two previous models (Faza et al., 2025). Through wakālah bil ujrah, the dropshipper becomes the official agent of the supplier with full authority to conclude contracts on behalf of the owner of the goods, while responsibility (ḍamān) remains with the supplier as the owner of the goods (Chakim et al., 2025). This is consistent with the fiqh principle stating that in wakālah, damage to or loss of goods remains the responsibility of the owner unless negligence or violation occurs on the part of the agent (Uriawan et al., 2025). This model provides the legal clarity that is greatly needed in digital distribution chains, because all parties understand their respective rights and obligations (Iskandar, 2024). Consumers obtain certainty that the goods come from a clear supplier, the dropshipper receives lawful compensation for their services, and the supplier gains wider market reach without having to incur large marketing costs (Garuda, 2025). Thus, wakālah bil ujrah not only resolves the problems of gharar and milkiyyah, but also builds a fair and transparent digital trade ecosystem in accordance with Sharia principles (Halik, 2020). This model is also aligned with the development of digital technology, where the role of agents or resellers has become an inseparable part of modern supply chains (Huda, 2021).

Implementation of Thematic Exegesis in Legal Determination

The thematic exegesis approach applied in this study enables a horizontal synthesis of various verses that discuss economic themes. This method was selected because it is capable of connecting verses scattered across different surahs in order to produce a comprehensive and integrated understanding of economic principles in Islam. Unlike the mufassal method of exegesis, which tends to be vertical and fragmentary, thematic exegesis gathers all verses related to muʻamalah and then analyzes them thematically. This approach is highly relevant for examining contemporary issues such as dropshipping, because modern economic problems are rarely discussed explicitly in a single specific verse. By collecting all verses that address trade, justice, honesty, and the prohibition of deception, researchers can construct a complete normative framework for evaluating dropshipping practices. This method also enables researchers to capture the essence and spirit (maqāṣid) of Islamic teachings in the economic field, rather than relying solely on rigid textual interpretation. Therefore, thematic exegesis becomes the most appropriate methodological instrument for answering complex legal problems in the digital era.

From the thematic examination of the verses discussed above, several relevant qawāʻid fiqhiyyah can be derived.

First, the principle of al-aṣl fī al-muʻāmalāt al-ibāḥah, namely that the basic rule in muʻamalah is permissibility, although this permissibility is limited by clear conditions intended to prevent gharar and ḍarar (Salminawati, 2020). This principle serves as the main foundation for all Islamic economic transactions, where all forms of trade are basically permissible as long as there is no evidence that explicitly prohibits them (Halik, 2020). However, this permissibility is conditional and not absolute, because Sharia establishes a number of limitations that must be fulfilled for the transaction to be valid and blessed (Huda, 2021). In the context of dropshipping, this principle means that the business model is basically permissible, but it must fulfill all the pillars and requirements established by scholars (Iskandar, 2024). If there is a significant element of gharar or uncertainty, or ḍarar or harm that disadvantages one of the parties, then the basic permissibility is nullified and the transaction becomes invalid (Faza et al., 2025). Therefore, the evaluation of dropshipping practices must be carried out on a case-by-case basis by examining whether the model applied fulfills the requirements of transparency and certainty that constitute the validity of contracts in Islam (Uriawan et al., 2025).

Second, the principle of lā ḍarar wa lā ḍirār, namely that one must neither cause harm nor reciprocate harm, which in the context of dropshipping means that each party must understand their risks and responsibilities proportionally (Chakim et al., 2025). This principle is one of the most fundamental fiqh maxims because it prohibits all forms of actions that may cause harm to others, either directly or indirectly (Garuda, 2025). In the fiqh tradition, this principle is often associated with the Prophetic hadith prohibiting a person from harming others or mutually causing harm, which later became a legal basis for invalidating transactions containing elements of injustice (Salminawati, 2020). In dropshipping practice, the application of this principle requires a balance between the rights and obligations of all parties involved, including suppliers, dropshippers, and consumers (Faza et al., 2025). Dropshippers must not earn profit at the expense of consumers through the concealment of their status or inaccurate information about goods (Halik, 2020). Consumers have the right to receive honest and transparent information regarding the origin, quality, and delivery time of goods (Huda, 2021). Thus, this principle becomes an important instrument for assessing whether a dropshipping practice has fulfilled the standard of justice required by Sharia (Uriawan et al., 2025).

Third, the principle of al-ghunm bi al-ghurm, namely that profit must correspond to risk, which becomes a fundamental critique of conventional dropshipping, where dropshippers gain profit without bearing the ownership risk of the goods (Iskandar, 2024). This principle derives from the broader fiqh maxim al-kharāj bi al-ḍamān, meaning that yield or profit corresponds to responsibility for loss, which is one of the main pillars of the Islamic economic system (Faza et al., 2025). This principle affirms that in every transaction, the party who obtains profit must also be willing to bear the risks associated with ownership or management of the goods (Chakim et al., 2025). In conventional dropshipping, dropshippers often take significant profit margins without bearing the risks of damage, loss, or decline in the value of the goods sold (Garuda, 2025). This condition is considered unjust because the dropshipper enjoys profits like an owner of goods but does not bear the responsibilities attached to ownership (Salminawati, 2020). Thus, the principle of al-ghunm bi al-ghurm provides a strong ethical basis for reconstructing the dropshipping model so that it conforms to the principles of justice and balance in Islamic economics (Uriawan et al., 2025).

The Context of E-Economy Platforms in 2025 and Regulatory Challenges

E-economy platforms in 2025 have implemented various features that indirectly affect the Sharia legality of dropshipping transactions (Chakim et al., 2025). The development of digital technology has given rise to new innovations in payment systems and consumer protection that were never imagined in the classical period (Uriawan et al., 2025). Escrow features, namely the holding of funds by a third party, rating systems, and refund mechanisms create new layers of protection that did not exist in classical transactions (Faza et al., 2025). The escrow system enables consumer funds to be held by the platform until the goods are received in accordance with the agreed conditions, thereby providing buyers with a sense of security (Garuda, 2025). The rating system allows consumers to assess seller credibility based on the experiences of previous buyers, thereby creating an effective mechanism of social control (Iskandar, 2024). The refund mechanism guarantees that consumers can recover their money if the goods do not conform to the agreement (Salminawati, 2020). However, these features do not automatically eliminate the problems of gharar and bay‘ mā lā yamlik, which constitute the core legal issues in dropshipping (Huda, 2021). On the contrary, technical complexity often conceals the true nature of the transaction, so consumers may not realize that they are actually transacting with a party who does not own the goods (Halik, 2020). For instance, in the escrow system, consumer funds are held by the platform until the goods are received, which is structurally similar to a salam contract but lacks adequate specifications regarding the goods being traded (Uriawan et al., 2025).

The greatest challenge is how to encourage platforms to provide transparent contract options for their users (Chakim et al., 2025). So far, e-economy platforms have tended to treat all types of sellers uniformly without distinguishing the ownership status of the goods they offer (Faza et al., 2025). Ideally, every seller profile on an e-economy platform should be required to disclose its status: whether as a stock owner, an official agent (wakālah), or a broker (samsarah) (Iskandar, 2024). This transparency would enable

Muslim consumers to make decisions in accordance with Sharia principles, as they could choose to transact with sellers whose business models align with their beliefs (Garuda, 2025). Platforms could also provide filter features that allow consumers to select only sellers with certain statuses, making it easier for them to make informed choices (Uriawan et al., 2025). In addition, regulation from religious authorities and the government is urgently needed to encourage platforms to implement these transparency standards consistently (Salminawati, 2020). These measures would help create a digital trade ecosystem that is not only economically profitable but also aligned with Sharia values (Halik, 2020). Thus, collaboration among platforms, regulators, and Muslim communities becomes the key to resolving the legal problems of dropshipping in the digital era (Huda, 2021).

Synthesis of Maqāṣid al-Sharīʻah

Within the framework of maqāṣid al-sharīʻah, the legal determination of dropshipping must consider the protection of the five fundamental elements that constitute the main objectives of Islamic law. These five elements are the protection of life (ḥifẓ al-nafs), intellect (ḥifẓ al-ʻaql), wealth (ḥifẓ al-māl), lineage (ḥifẓ al-nasl), and religion (ḥifẓ al-dīn). This maqāṣid-based approach requires that every legal determination should not stop merely at formal aspects and textual legality, but must also consider the macro-level impact of a practice on the overall welfare of the ummah. In the context of dropshipping, the application of maqāṣid al-sharīʻah becomes highly relevant because this practice involves many parties and has broad implications for the economic welfare of society. Contemporary scholars emphasize that the legal status of a transaction should not be judged solely from its external form, but also from its objectives and impacts on the fulfillment of basic human needs. Therefore, the evaluation of dropshipping must be conducted holistically by considering all aspects of protection that constitute the objectives of Sharia.

Dropshipping practices that contain deception and gharar have the potential to undermine ḥifẓ al-māl because they can cause financial losses to consumers. When consumers pay for goods that are never received or are received in a condition that does not conform to the agreement, damage occurs to wealth that should be strictly protected by Sharia. In addition, prolonged uncertainty may cause stress and anxiety, thereby disrupting ḥifẓ al-nafs and ḥifẓ al-ʻaql. The protection of life does not only include physical safety but also psychological tranquility, which can be disturbed by unfair and non-transparent business practices. The protection of intellect is also threatened because consumers who become victims of deception tend to lose trust in the trading system in general. In the long term, this loss of trust can hinder the growth of a healthy and sustainable digital economy. Therefore, non-transparent dropshipping practices are not only materially harmful but also damage the social order and public trust in the economic system.

Reconstruction through the wakālah contract not only protects ḥifẓ al-māl through a clear allocation of responsibility, but also preserves ḥifẓ al-dīn by ensuring that every transaction is conducted within the boundaries of what is lawful (Hidayat, 2025). Under the wakālah contract, responsibility for the goods remains with the supplier as the owner, while the dropshipper acts as an agent whose role is to market the goods and conclude contracts on behalf of the owner. This clear allocation of responsibility prevents losses caused by ambiguity in ownership status, which has long been the root problem in conventional dropshipping. From the perspective of religious protection, the wakālah model provides assurance that every transaction is carried out in accordance with established Sharia principles. Consumers can conduct transactions with peace of mind because they know that the practice does not violate religious provisions. Thus, the reconstruction of dropshipping through the wakālah bil ujrah contract becomes the most ideal solution for realizing maqāṣid al-sharīʻah comprehensively, protecting the five basic elements, and building a digital trade ecosystem that is just, transparent, and blessed.

4. CONCLUSION

This study concludes that the legal determination of dropshipping on contemporary e-economy platforms cannot be made absolutely, but must be based on takyīf fiqhī of the contractual model underlying the transaction. Through a thematic exegetical approach to Qur'anic economic verses, particularly QS. al-Baqarah [2]: 275, QS. al-Nisā' [4]: 29, QS. al-Mumtaḥanah [60]: 8, QS. al-Isrā' [17]: 35, and QS. al-Mā'idah [5]: 1, this study finds that conventional dropshipping practices containing bayʻ mā lā yamlik and gharar fāḥish do not fulfill the requirements of valid transactions under Sharia. However, through contractual reconstruction into wakālah bil ujrah, samsarah, or salam, while fulfilling all pillars and requirements, this business model can be accommodated within the framework of Islamic law. Among these three alternatives, the wakālah contract offers the most optimal solution because it minimizes the risk of gharar, clarifies the allocation of ḍamān, and enables full transparency for consumers. The practical implication of this study is the need for platform regulation that requires disclosure of seller status, as well as education for Muslim MSME actors regarding the importance of choosing Sharia-compliant contractual schemes. This study recommends the development of Sharia-based smart contracts on e-economy platforms to automate the selection of transparent contracts that comply with the principles of Islamic commercial jurisprudence.

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