

The phenomenon of the rise of online transactions: A case study Tokopedia.com and Bukalapak.com sharia perspective



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Abstract This present research seeks to determine the performance of dropshipper on Bukalapak.com and Tokopedia.com sites viewed from the sharia perspective. This research deployed the qualitative method using the fiqh muamalah point of view. The approach was selected to enable the researchers to investigate dropshipper behavior and the case from Islamic law. The results of this research show that the existence of Tokopedia.com and Bukalapak.com is very obliging as it eases the way people carry out transactions, provides security in online transactions, and dropshipping model used by the two platforms is a solution for those who want to open a business with less capital. However, the dropshipper must also understand the types of transaction models to avoid the prohibited transaction. Items sold through the system must not change either in size, shape, or nature, and the dropshipper must be a guarantor when complaints arose. If all criteria are fulfilled, the business system is deemed relevant and appropriate to develop viewed from sharia perspective.

Keywords: dropship, sale and purchase, online, transaction, sharia.

1. Introduction

The prevalent use of the internet presently plays a large role in changing the social behaviour of Indonesian people, including in buying and selling particular products. The internet allows everyone to perform any transactions without being limited by time and distance. More interestingly, the existence of online buying and selling sites makes these activities increasingly unlimited because the sites also provide security in transactions. Tokopedia.com and Bukalapak.com are two of the four unicorns from Indonesia engaged in online buying and selling service providers (Akmal, 2016; Jamal, 2019; Siregar, 2020).

The emergence of selling and buying sites such as Tokopedia.com and Bukalapak.com has assisted people in exchanging goods. It also opens up opportunities for some people to open businesses that have high-profit possibilities with the lowest capital and risk. The drop ship model, for example, has recently become popular due to the opportunities it offers, as previously mentioned. In addition, a drop shipper does not need large amounts of capital to buy or sell items to consumers. In addition, a drop shipper can make a decent profit even when he sells the items at prices below the offline market. Drop shippers only need to rely on the ability to transact through online buying and selling sites such as Tokopedia.com and Bukalapak.com (Carlsson, 2019; Hidayat, 2019; Yilmaz & Erturk, 2021).

Promptly, a sale and purchase model with a dropship system is similar to one of the transactions in Islamic Fiqh called salam or salaf. It would be completely different if the payment method was also carried out differently from the salam transaction. Moreover, the full ownership of qabdh by the drop shipper results in a vivid difference. In addition, a fourth party, namely, Tokopedia.com and Bukalapak.com, is involved in the dropshipping model (Hakim et al., 2023; Mahmudah et al., 2019).

Currently, dropshipping through buying and selling sites such as Tokopedia.com and Bukalapak.com has become one of the media for exchanging goods; thus, it is necessary to review and assess the application of the system using the Islamic fiqh. At this point, the researchers consider the importance of discussing each transaction model that occurs in dropshipping through two online sites, Tokopedia.com and Bukalapak.com, by referring to the Islamic point of view. Investigating the appropriateness of the dropshipping model through Islamic fiqh is necessary to maintain and ensure that the transactions are legal according to Islamic law. This is important for Muslim individuals to avoid violations of Islamic law in carrying out transactions (Handayani et al., 2023; Kurniawan & Anggraeni, 2024; Musyirifin, 2019).

2. Materials and Methods

This research is a qualitative study using the Islamic fiqh perspective. The approach was selected to enable the researchers to investigate drop shipper behaviour and the case from Islamic law by explaining the model of dropshipping



transactions existing on tokopedia.com and bukalapak.com and defining the position of the drop shipper and the nature of each model of the transaction (Agustin & Amelia, 2023; Faridti et al., 2024; Kelkusa et al., 2023a; Shobron & Anshori, 2020).

Another method was to refer to the transaction models that are permitted in Islam and then compare them with those applied on tokopedia.com and bukalapak.com to determine the legality of the model to generate conclusions.

3. Results and Discussion

Andrew Youderian and Mark Hayes opine dropship or dropshipping is a method of buying and selling particular items where the trader does not need to store the products in his store. If a buyer wants to purchase goods, he can receive the item from a third party and then deliver it to the buyer; otherwise, he can also ask the product owner or the seller to send the item directly to the customer (Amrin et al., 2024; Kelkusa et al., 2023).

The greatest difference between the dropship model and the standard retail model is that traders do not have an inventory of goods sold in stock. On the other hand, the merchant purchases goods from a third party—usually a wholesaler or a manufacturer—when there is an order. In general, there are two kinds of dropshipping: conventional dropship and online dropship. Conventional dropship occurs when a dropshipper offers certain items to a prospective buyer, and when the agreement is reached, the drop shipper goes to and purchases the goods from the owner directly; then, the item is handed over to the buyer. Payments can be made when the agreement is reached or after the customer receives the items (Triono, 2017).

On the other hand, online dropship takes place when the dropshipper makes use of the internet to offer products or to search for the requested products. In that case, the role of online buying and selling sites is pivotal because transactions through some online buying and selling sites can foster trust, and people can perform transactions without fear of fictitious sellers or buyers who disappear after receiving the products. In addition, broad access to the internet allows sellers to look for more potential buyers, and dropshippers can search for ordered items at the lowest price. In the present research, the researchers discuss the online dropship model carried out by the two largest selling and buying sites in Indonesia: Tokopedia.com and Bukalapak.com (Alma et al., 2023; Rudiana, 2015).

Dropshipping Model on Tokopedia.com and Bukalapak.com

The dropships on Tokopedia.com and Bukalapak.com, in general, are classified into three patterns. Each contains two models. The following are the details of the case:

Pattern I

This pattern applies when the location of the buyer and the dropshipper is not at a considerable distance so that they can meet in person. This pattern has two models.

First Model of Transaction

In the first model of dropshipping, both the buyer and drop shipper can meet personally and use the cash payment method when ordering goods. The details of this model are as follows: A buyer meets directly with the dropshipper and orders the products from him with certain details. The dropshipper sets the price of the item. If they both make a deal on the goods, price and estimated time of delivery of the goods, the payment is made directly in cash (Muhammad et al., 2018).

Dropshipper then searches for items on Tokopedia.com and Bukalapak.com. He compares the prices to obtain the lowest price, purchases the item (checkout), and transfers money according to the prices listed on the site. Payments are made via bank transfer or through counters such as Indomaret and Alfamart to Tokopedia.com or Bukalapak.com accounts.

Tokopedia.com or Bukalapak.com informs the seller that the items will be delivered after the payment is confirmed. The drop shipper accepts items from sellers and confirms the receipt to Tokopedia.com or Bukalapak.com. Tokopedia.com or Bukalapak.com will make payments to the seller after receipt of the item is confirmed. Then, the dropshipper hands the item directly to the buyer.

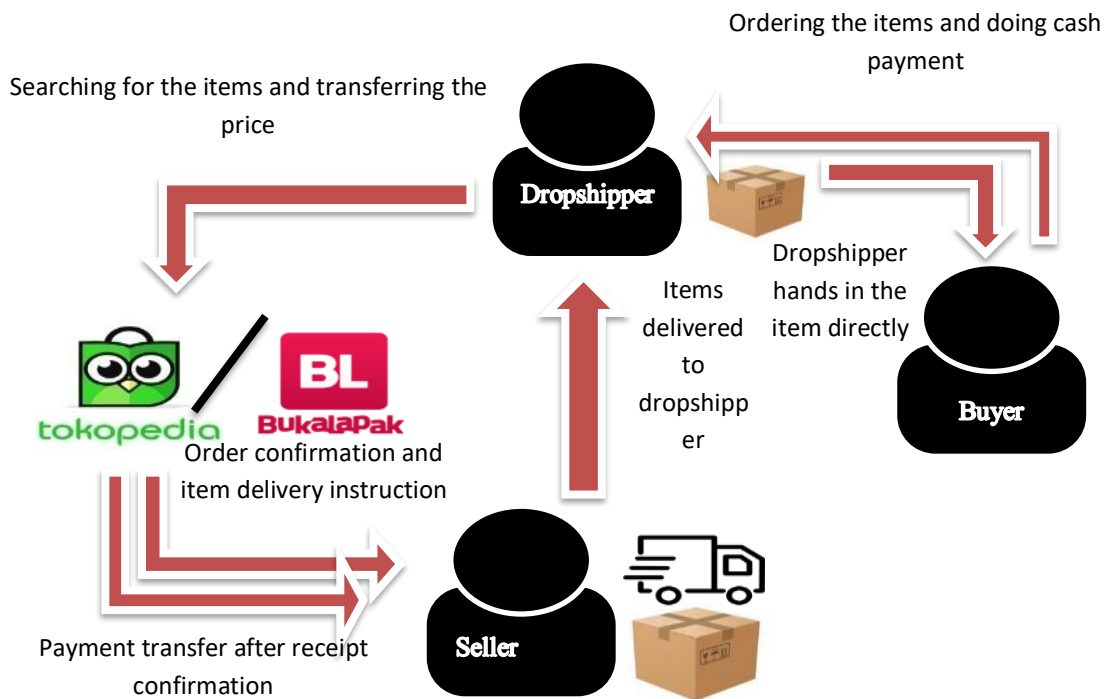


Figure 1 The First Model of Pattern I

Some information is obtained from this model: This type of transaction is similar to the salam concept. All of the transaction requirements, such as the doer of the transaction (drop shipper and buyer), goods (items ordered and prices), and shighah (consent agreement), have been fulfilled. The conditions related to the type of goods, the nature or specifications, the amount, the time of delivery, the place of delivery, and the price of the goods are agreed upon by the two parties. Payment is made in cash at the agreement, and the items are handed over later according to the agreed upon time (Alma et al., 2023). The transaction that occurs between the dropshipper and Tokopedia.com and between the dropshipper and Bukalapak.com is called wakalah because the dropshipper represents the purchase of goods from the owner to Tokopedia.com or Bukalapak.com, and the money for payment is held by the websites. In that case, Tokopedia.com and Bukalapak.com act as simsars (intermediaries between the seller and buyer). Here, the seller only advertises goods on these two websites without putting the items essentially (Istiawan et al., 2023).

Second Model of Transaction

The second model of a dropship allows the buyer and the dropshipper to meet in person, but the payment method is performed later when the item is received by the dropshipper. The details of this transaction model are as follows: A prospective buyer meets directly with the drop shipper and orders certain items with certain details. The dropshipper sets the price of the item. If they both make a deal on the items and price, they set the estimated time of delivery. Payment will be made by the buyer once the item is delivered by the drop shipper (Bintoro et al., 2023; Endartiningsih et al., 2023; Raharja, 2023).

The dropshipper searches for items as ordered by the buyer on Tokopedia.com and Bukalapak.com, compares the prices to obtain the lowest price, purchases the item (checkout), and transfers the money according to the prices listed on the site. Payments are made via bank transfer or through counters such as Indomaret and Alfamart to Tokopedia.com or Bukalapak.com accounts.

Tokopedia.com or Bukalapak.com informs the seller of the goods to send the goods to the buyer's address (dropshipper) after payment is confirmed.

The drop shipper accepts goods from sellers and confirms the receipt to Tokopedia.com or Bukalapak.com. Then, the provider (Tokopedia or Bukalapak) will make the payment to the seller after receipt of the item is confirmed. Finally, the dropshipper hands the goods over to the buyer directly, and they receive the payment in cash.

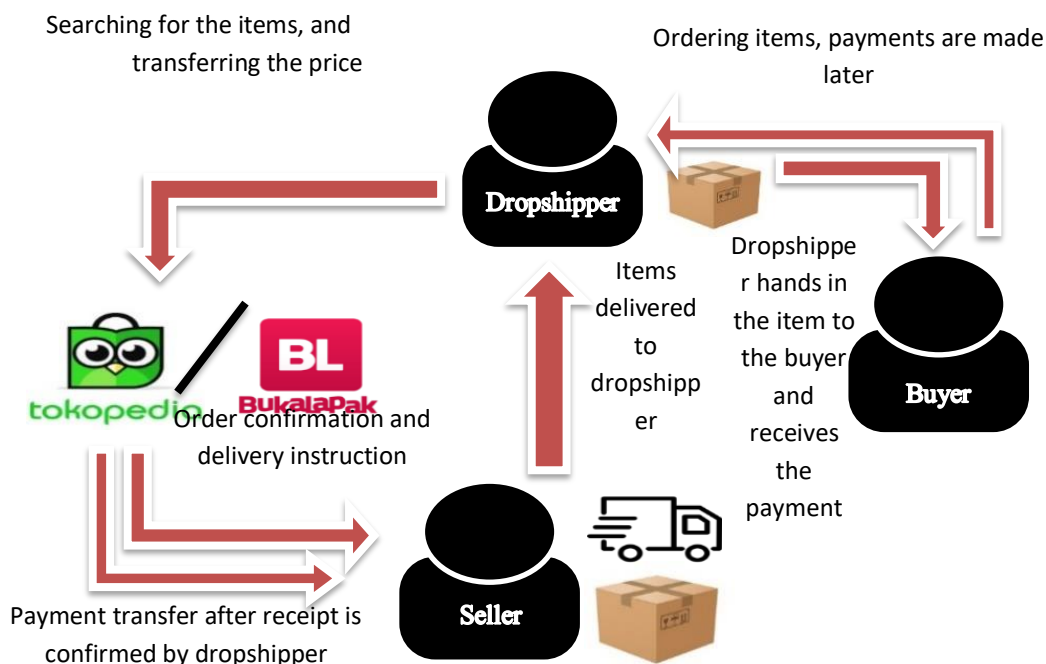


Figure 2 The second Model of Pattern I

Some conclusions are generated from this model: This type of interaction is called a debt-to-debt transaction since items and payments are handed later, and none are given in advance when the deal is made. This transaction is prohibited in sharia, and the Prophet Muhammad, Sallallahu ‘Alayhi Wa Sallam’, has banned debt with debt transactions (Mahmud, 2024; Yaumil et al., 2023).

This transaction is permitted only when the buyer promises to buy the items when they are ready in the hand of the drop shipper, and this should not be the sale and purchase transaction, only a promise. When the sale and purchase transaction occurs after the goods are in the hands of the dropshipper and payment is made right away, this includes normal buying and selling transactions. The transaction that occurs between the dropshipper and Tokopedia.com and between the dropshipper and Bukalapak.com is called wakalah because the dropshipper represents the purchase of goods from the owner to Tokopedia.com or Bukalapak.com, and the money for payment is held by the websites. In that case, Tokopedia.com and Bukalapak.com act as simsars (intermediaries between the seller and buyer). Here, the seller only advertises goods on these two websites without putting the items essentially (Muthoifin, 2019; Rudiana, 2015; Siregar, 2020).

Pattern II

This second pattern does not allow drop shippers and buyers to meet in person due to distances. This pattern also has two models.

First Model of Transaction

When the drop shipper and the buyer are far apart and cannot meet in person, the transaction can be performed through several media, such as phone or other communication services, and the payment can be made through account transfer. The transaction model can be described as follows: The buyer contacts the drop shipper via telephone or other means of communication regarding his or her intention to buy a particular item. There is no direct meeting between them, but they agree on the item and the prices. The buyer transfers the price of the items immediately to the drop shipper account, and they also agree to the delivery of the items at another time.

Dropshipper searches for items on Tokopedia.com and Bukalapak.com, compares the prices to obtain the lowest price, purchases the item (checkout), and transfers money according to the prices listed on the site. Payments are made via bank transfer or through counters such as Indomaret and Alfamart to Tokopedia.com or Bukalapak.com accounts (Amry et al., 2023; Jahari & Al-Aidaros, 2016).

Tokopedia. om or Bukalapak.com confirms the payment and then informs the seller to send the item to the buyer's address right away on the drop shipper's request. After receiving the items sent directly by the seller on Tokopedia.com and Bukalapak.com, the buyer informs the dropshipper and forwards the confirmation to Tokopedia.com or Bukalapak.com. Then, Tokopedia.com or Bukalapak.com makes payments to the seller.



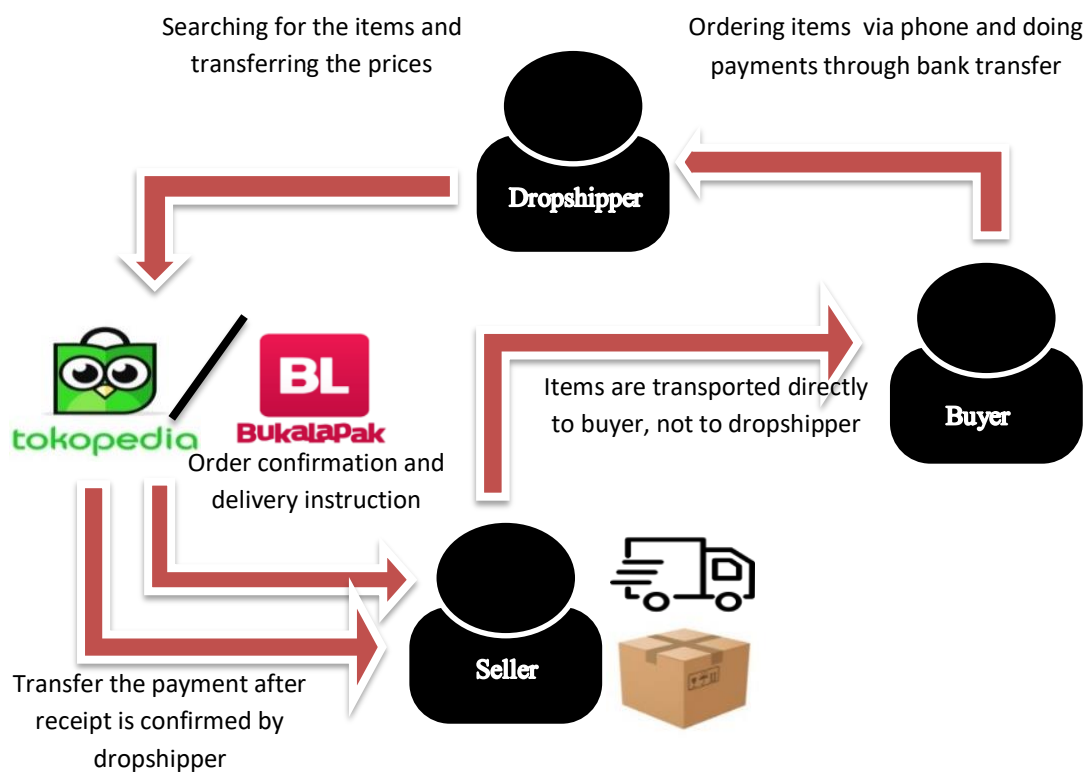


Figure 3 The First Model of Pattern II

Several points can be drawn from this model: The transactions that occur in this model are prohibited since the dropshipper has not yet had the items. Moreover, the items are sent right away by the seller to the buyer, not through the dropshipper. The Prophet Muhammad Sallallahu ‘Alayhi Wa Sallam has banned the sale and purchase of goods that have not yet been owned. Abu Daud, Hadith number 3503, 2187.

This type of transaction can be permitted if the items are first sent to the dropshipper; then, the dropshipper delivers them to the buyer, and this can be included in salam, as discussed earlier in the first transaction pattern. The transaction between the dropshipper and Tokopedia.com and between the dropshipper and Bukalapak.com is called wakalah because the dropshipper represents the purchase of goods from the owner to Tokopedia.com or Bukalapak.com, and the money for payment has been held by the websites. In that case, Tokopedia.com and Bukalapak.com act as simsars (intermediaries between the seller and buyer). Here, the seller only advertises goods on these two websites without putting the items essentially (Alhaj, 2023; Faridti et al., 2024; Saiin & Karuok, 2022).

Second Model of Transaction

When the drop shipper and the buyer are far apart and cannot meet in person, the transaction can be performed through several media, such as phone or other communication services, and the payment can be performed through account transfer but is terminated when the item is received by the buyer. The transaction model can be explained as follows: The buyer contacts the drop shipper via telephone or other means of communication regarding his or her intention to buy a particular item. There is no direct meeting between the two of them, but they set an agreement on certain items and prices (Anurogo et al., 2023).

Dropshipper searches for the items on Tokopedia.com and Bukalapak.com, compares the prices to obtain the lowest price, purchases the item (checkout), and transfers money according to the prices listed on the site. Payments are made via bank transfer or through counters such as Indomaret and Alfamart to Tokopedia.com or Bukalapak.com accounts.

Tokopedia. om or Bukalapak.com confirms the payment and informs the seller to send the item directly to the buyer's address on the drop shipper's request, not to the drop shipper's address first.

The buyer receives the goods sent directly by the seller, informs the dropshipper and transfers the price of the item to a dropshipper account; then, the dropshipper confirms that the item has been received well to Tokopedia.com or Bukalapak.com. Then, Tokopedia.com or Bukalapak.com makes a payment to the seller.



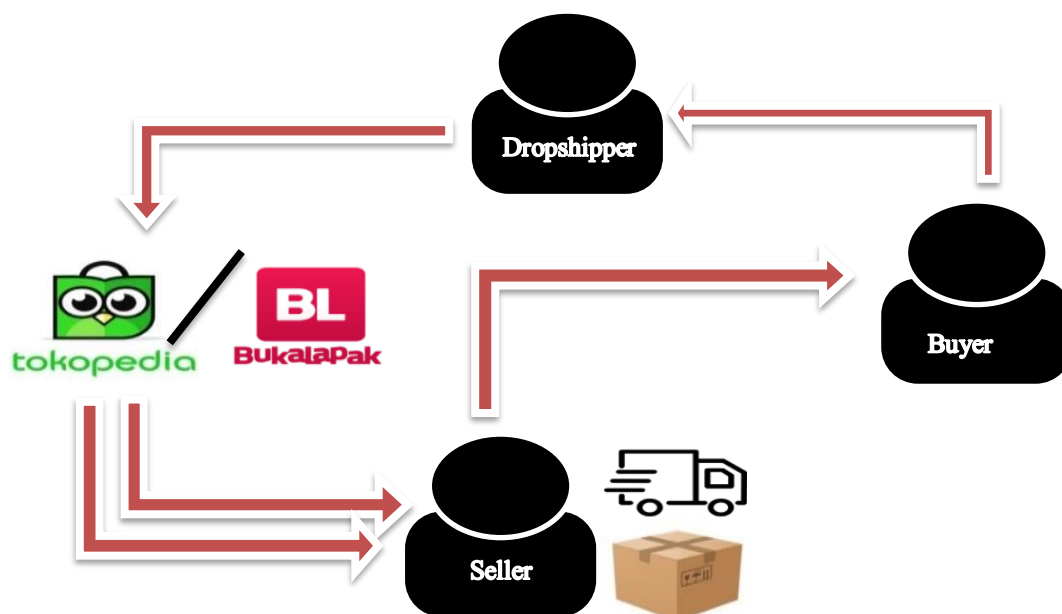


Figure 4 The Second Model of Pattern II

From this model, it is obvious that the transactions carried out by the actors involved in the process are prohibited from being viewed from two points; it is a debt-to-debt transaction, and the items are not yet fully owned, as the items are directly sent by the seller to the buyer, not through the dropshipper. Rasulullah Sallallaahu 'Alayhi Wa Sallam has banned the sale and purchase of goods that are not yet fully owned (Shobron & Rahman, 2019) In addition, payment is made after the items have been received by the buyer, while two of them have agreed to the transaction previously. Rasulullah Sallallaahu 'Alayhi Wa Sallam has reminded us not to conduct a debt-to-debt transaction (Rochmah & Munir, 2023; Suharjianto & Maghfiroh, 2022; Sule, 2023).

This is permitted only when the buyer promises to buy the items when they are ready in the hand of the dropshipper. Then, the dropshipper and buyer make a transaction, and the payment is made via transfer right away. After receiving the payment, the dropshipper sends the items to the buyer. This type of transaction is permitted.

The transaction that occurs between the dropshipper and Tokopedia.com and between the dropshipper and Bukalapak.com is called wakalah because the dropshipper represents the purchase of goods from the owner to Tokopedia.com or Bukalapak.com, and the money for payment is held by the websites. In that case, Tokopedia.com and Bukalapak.com act as simsars (intermediaries between the seller and buyer). Here, the seller only advertises goods on these two websites without putting the items essentially (Maulana & Ubed Abdilah, 2023).

Pattern III

In this pattern, the dropshipper acts as an advertiser on Tokopedia.com and Bukalapak.com, who advertises other people's belongings without having to stock them. There are two models of this pattern. :

First Model of Transaction

When the dropshipper acts as an advertiser on Tokopedia.com and Bukalapak.com, purchases of goods are made directly when there is an order on the site. The delivery is also handled by the drop shipper. The details of this model are as follows: Dropshipper advertises certain items on Tokopedia.com and Bukalapak.com only by providing pictures and specifications of the items without stocking them. Information featured in the advertisement is obtained from the owners of the products.

The prospective buyer checks out and transfers the price to Tokopedia.com or Bukalapak.com's account. Then, Tokopedia.com or Bukalapak.com confirms to the dropshipper that there is an incoming order and asks to send the ordered items. The dropshipper buys the goods from the owners of the products directly and then sends the items to the buyer's address. The buyer receives the item and confirms the receipt to Tokopedia.com or Bukalapak.com to forward payment to the dropshipper.

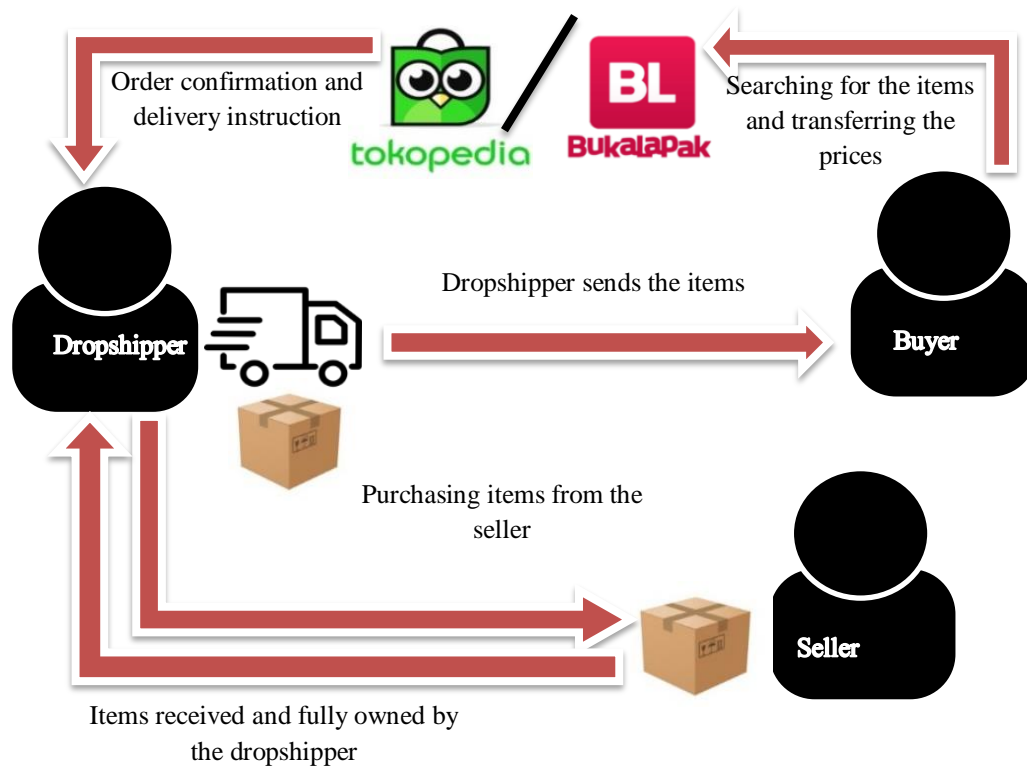


Figure 5 The First Model of Pattern III

From the model above, several conclusions are drawn: The transactions that occur between the dropshipper and Tokopedia.com and Bukalapak.com are called *samsara* since Tokopedia.com or Bukalapak.com acts as an intermediary between the dropshipper and prospective buyers. The transaction between the buyer and Tokopedia.com or Bukalapak.com is called *wakalah*, where the buyer is deemed to have represented the right to buy particular items to Tokopedia.com or Bukalapak.com and has also transferred the money to pay for the items. In this transaction, the drop shipper buys the items from the owner of the product directly and sends the items immediately. Therefore, the drop shipper has the right to sell the items to anyone since he or she has fully owned them (Jauhari & Khan, 2023; Siregar, 2020; Z, 2023).

Second Model of Transaction

In this model, the dropshipper acts as an advertiser of particular products on Tokopedia.com and Bukalapak.com. The purchases are made directly to the owner, and the payment is made via transfer. Then, the dropshipper instructs the seller to send the items directly to the buyer. The following are the details of this model.

Dropshippers advertise particular items on Tokopedia.com and Bukalapak.com only by providing pictures and specifications of the items without stocking them. Information featured in the advertisement originated from the owners of the products. The prospective buyer checks out and transfers the price to Tokopedia.com or Bukalapak.com's account. Then, Tokopedia.com or Bukalapak.com confirms to the dropshipper that there is an incoming order and asks to send the ordered items. The dropshipper buys the items from the owner of the products and then requests that the seller send the product directly to the buyer. The buyer receives the item and confirms the receipt to Tokopedia.com or Bukalapak.com to forward payment to the dropshipper.

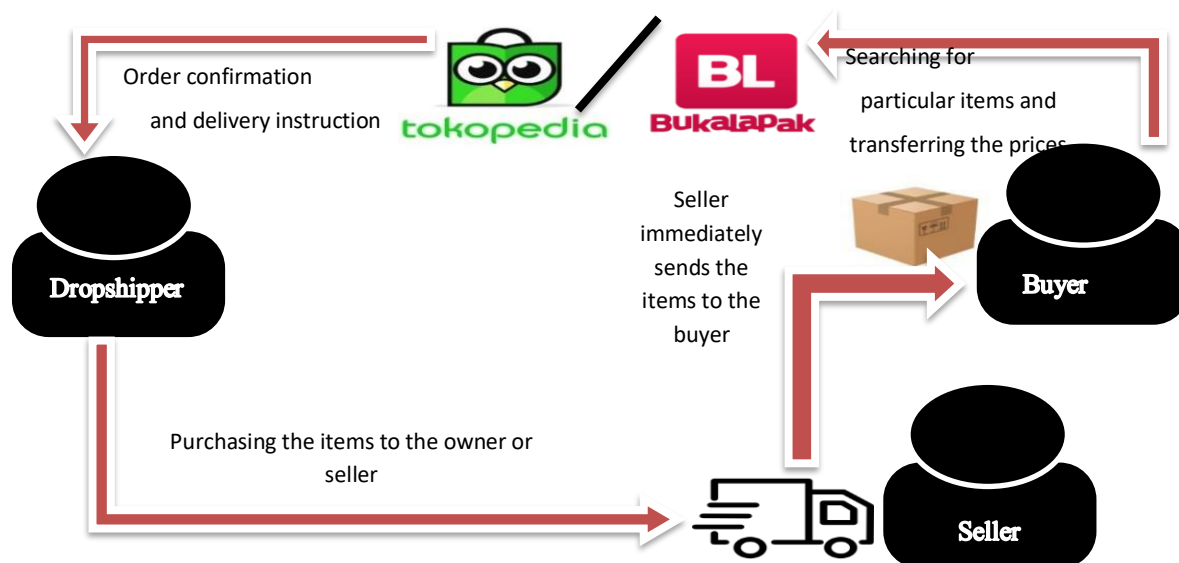


Figure 6 The Second Model of Pattern III

From the model above, several conclusions are drawn: the transactions that occur between the dropshipper and Tokopedia.com and between the dropshipper and Bukalapak.com are called *samsara* since Tokopedia.com or Bukalapak.com act as intermediaries between the dropshipper and prospective buyers. The transaction between the buyer and Tokopedia.com or Bukalapak.com is called *wakalah*, where the buyer is deemed to have represented the right to buy particular items to Tokopedia.com or Bukalapak.com and has also transferred the money to pay for the items. The transaction between the dropshipper and the seller is a normal sale and purchase transaction. In this transaction, the dropshipper buys the item from the seller directly and delivers the items immediately. In that case, the dropshipper does not fully own the items, as they are directly sent to the buyer by the seller. For this reason, the drop shipper is considered to have violated the rules since he sells items that he has not fully owned. Meanwhile, the Prophet Muhammad SAW has prohibited the sale of things that do not belong to us, Abu Daud, Hadith number 3503, 2187. (Nuha & Sudarno Shobron, 2020) He was also prohibited from selling goods unless it was fully owned, Abu Daud, Hadith number 3499; Daru Qutni, Hadith 389; al-Hakim, Hadith number 2271. This transaction should be performed by sending the items to the dropshipper first, and then, the dropshipper sends them immediately to the buyer. Therefore, it can fulfil the requirements set by the sharia; in that case, the items are fully owned by the dropshipper (Mohammad, 2015; Saripudin, 2018).

4. Final considerations

Every *mu'amalah* in Islam is permissible at its principle until there is an argument that forbids it. There are various situations and conditions in transactions carried out on Tokopedia.com and Bukalapak.com with several models of transactions as well. Therefore, the law varies depending on how a transaction is performed. The following conclusions are derived from the present research: The relationship between Tokopedia.com and Bukalapak.com with the seller or the dropshipper is called *simsar*, that is, the intermediary between the seller and the buyer. For buyers, Tokopedia.com and Bukalapak.com are positioned as representatives. What happens between Tokopedia.com or Bukalapak.com and the seller or the owner of the products when there is an incoming order is a form of a promise to buy particular products, not an agreement. This is because the money to pay for the items is kept by Tokopedia.com or Bukalapak.com and will only be given to the seller when the item has been received by the buyer. When the dropshipper has fully owned the items, he or she has the right to sell them to anyone by any means. In some cases, the dropshipper requests that the owner of a product or the seller send the items immediately to the buyer's address without moving them to the drop shipper. This type of transaction is not recommended since the drop shipper should not perform this kind of transaction because he has not yet fully owned the items. A transaction that occurs at this point is called a *bathil* or prohibited transaction. In addition, when the item is sent by the owner directly to the buyer without moving it to the dropshipper first when there is damage to the item, the seller will be the guarantor, not the drop shipper. This also includes a prohibited transaction in Islam because the drop shipper tries to earn benefits without holding the risks that may come. The emergence of Tokopedia.com and Bukalapak.com or other online platforms is very obliging, as it eases the way people carry out transactions, provides security in online transactions, and provides comfort, as people do not need to leave their homes to find the products they need. The dropship model used by the two platforms is a solution for those who want to open a business with less capital. However, the drop shipper must also understand the transaction models to avoid prohibited transactions. Items sold through dropshipping on platforms must not change in size, shape or nature, and the drop shipper must be a guarantor when complaints arise.

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Ethical considerations

Not applicable.

Conflict of Interest

The authors declare no conflicts of interest.

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