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EVALUATING DROPSHIPPING THROUGH HADITH AND ISLAMIC COMMERCIAL LAW: UNAUTHORIZED SALES, SALAM, AND *WAKĀLAH BI AL-UJRAH*

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Abstract

The expansion of dropshipping has renewed questions in Islamic commercial jurisprudence concerning ownership, authorization, possession, delivery risk, and contractual uncertainty. Although previous studies have examined dropshipping through Islamic jurisprudence and hadith, they have not consistently integrated hadith source mapping and selected transmission issues with a comparative assessment of different contractual models. This article examines three normative configurations: dropshipping conducted without supplier authorization, dropshipping structured as *salam*, and dropshipping conducted through *wakālah bi al-ujrah*. It employs focused qualitative library research using major hadith collections, transmitter biographies, classical commentaries, and relevant contemporary studies. The analysis combines *takhrīj al-ḥadīth* with a focused review of selected transmission issues, textual context, classical commentary, and *fiqh al-ḥadīth*. The report *lā tabiʿ mā laysa ʿindaka* appears in several major collections. Al-Tirmidhī classified the report associated with Ḥakīm ibn Ḥizām as *ḥasan*, while Shuʿayb al-Arnaʾūṭ's critical edition of *Musnad Aḥmad* evaluates one transmission route as weak because of a disputed interruption but classifies the report as a whole as *ṣaḥīḥ li-ghayrihi* on the basis of corroborating evidence. The legal analysis shows that dropshipping cannot be assigned a uniform ruling merely because the seller lacks physical inventory. An unauthorized independent sale raises legal concerns when the dropshipper lacks ownership, contractual authority, and a reliable capacity to deliver. *Salam* may provide a valid structure when its substantive requirements are fulfilled, while *wakālah bi al-ujrah* may do so when the mandate, authority, compensation, and responsibilities are clearly defined. The article offers a focused textual-contractual framework for evaluating normative dropshipping models without claiming that particular marketplace practices necessarily comply with them.

Keywords: *Dropshipping; Hadith Analysis; Islamic Commercial Law; Salam; Wakālah Bi Al-Ujrah*

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A. Introduction

The expansion of digital commerce has altered how goods are marketed, ordered, paid for, and delivered. One model that has become increasingly accessible is dropshipping, in which a seller markets products supplied and shipped by another party without maintaining a physical inventory. After receiving an order, the dropshipper forwards the customer's information and payment to the supplier, who then dispatches the product directly to the customer, often under the seller's name. This arrangement lowers inventory requirements and enables small or first-time entrepreneurs to enter e-commerce markets with relatively limited capital (Muhammad et al., 2025; Suyudi, 2021). Dropshipping, however, does not constitute a single contractual model because the seller's authority, responsibility, and relationship with the supplier may differ across transactions.

These variations raise questions in *fiqh al-muʿāmalāt* (Islamic commercial jurisprudence), particularly when a seller concludes a sale involving goods that the seller neither owns nor is authorized to sell. A further concern arises when the seller cannot ensure product availability, conformity with the advertised specifications, delivery, or compensation for loss and damage. Such conditions may involve *gharar* (material uncertainty), which can affect the validity of a contract when uncertainty concerns its object, execution, or the parties' ability to fulfill their obligations (Aksamawanti, 2019). In dropshipping transactions, the legal assessment therefore depends not only on the absence of physical inventory but also on the clarity of the contract, the seller's authority, the allocation of risk, and the certainty of delivery (Syarqawie, 2025).

The use of an online platform does not, by itself, render a sale impermissible. Online transactions can satisfy the general requirements of a contract when the parties, product specifications, price, payment procedure, and delivery obligations are sufficiently clear (Atikah, 2019; Maghfuroh, 2020). The principal issue is instead whether a particular transaction complies with the requirements governing ownership or legal authority, possession, risk, and protection against uncertainty. In Islamic commercial terminology, these questions concern *milkiyyah* (ownership), *idhn* (authorization), *qabḍ* (possession or legally recognized receipt), and *ḍamān* (assumption of liability or risk). These elements must be distinguished because a dropshipper may act as an independent seller, an authorized agent, or a seller under a forward-purchase arrangement.

The normative basis for this inquiry includes the prohibition of *bayʿ al-gharar* (a sale involving excessive uncertainty) recorded in *Ṣaḥīḥ Muslim* and the instruction to Ḥakīm ibn Ḥizām not to sell what was not with him, recorded in *Jāmiʿ al-Tirmidhī* and other hadith collections (Muslim ibn al-Ḥajjāj, 1433 AH; al-Tirmidhī, 1998). The latter report, commonly expressed as *lā tabiʿ mā laysa ʿindaka* ("do not sell what is not with you"), is particularly relevant to dropshipping because the customer may enter into a contract before the seller obtains the product from the supplier. Its application nevertheless requires more than a lexical comparison between the hadith and a contemporary business model. The report's transmission, textual variants, context, legal interpretation, and relationship to recognized contracts such as *salam* (a prepaid sale for future delivery) and *wakālah bi al-ujrah* (fee-based agency) must also be examined.

Previous studies have assessed dropshipping from several related perspectives. Khulwah (2019) examined its validity under general requirements of Islamic sale, while Adawiyah and Azazy (2022) analyzed its operation within a specific Indonesian marketplace. More recently, Jafar (2025) compared classical and contemporary jurisprudential approaches and concluded that the legal status of dropshipping depends on the contractual arrangement employed. Related studies have also proposed *wakālah*, *samsarah*, and *salam* as alternative contractual structures, although they differ in their treatment of authority, ownership, liability, and commercial risk (Fauzia, 2015; Midisen et al., 2024). These studies establish that dropshipping cannot be classified uniformly. However, the existing discussion has not consistently combined hadith source mapping, selected transmission issues, textual context, and the comparative assessment of distinct dropshipping arrangements within one analytical sequence. The relevant gap is therefore not the absence of hadith-based discussion, but the limited integration of focused hadith analysis with the legal classification of contemporary dropshipping models.

This article examines the legal status of three arrangements: dropshipping conducted without the supplier's authorization, dropshipping structured as a *salam* contract, and dropshipping conducted through *wakālah bi al-ujrah*. It addresses three questions: how is the principal report evaluated in the selected hadith literature; how do its wording, context, and selected classical commentaries identify the relevant legal restrictions; and how do those restrictions apply to the three arrangements? Through hadith source tracing, a focused review of selected transmission issues, textual analysis, and *fiqh al-ḥadīth*, the article argues that the legal status of dropshipping is conditional rather than uniform. The assessment depends on contractual authority, the clarity of the object and obligations, the allocation of risk, and the seller's capacity to ensure delivery. Because the study is based on documentary sources, its conclusions concern normative transaction models rather than the empirical compliance of particular sellers or platforms.

B. Methods

This article employs qualitative library research to examine the legal status of dropshipping. The units of analysis are the report *lā tabiʿ mā laysa ʿindaka* ("do not sell what is not with you"), its transmission routes and supporting reports, relevant hadith commentaries, and three contractual arrangements examined in this article: unauthorized dropshipping, dropshipping structured as *salam* (a prepaid sale for future delivery), and dropshipping conducted through *wakālah bi al-ujrah* (fee-based agency). For analytical purposes, unauthorized dropshipping refers to a transaction in which the dropshipper concludes the sale as principal despite lacking ownership, supplier authorization, and a binding capacity to procure and deliver the promised goods. Primary sources include the major hadith collections listed in Table 1, biographical works on transmitters, and classical hadith commentaries, particularly *Fatḥ al-Bārī* (Ibn Ḥajar al-ʿAsqalānī, 1380–1390 AH), *Tuḥfat al-Aḥwadhī* (al-Mubārakfūrī, n.d.), *ʿAwn al-Maʿbūd* (al-ʿAẓīm Ābādī, 1415 AH), and *Sharḥ Ṣaḥīḥ Muslim* (al-Nawawī, 1392 AH). Secondary sources include books and journal articles on hadith criticism, Islamic commercial jurisprudence, e-commerce, and dropshipping.

The materials were collected through documentary research. Hadith reports were located through *Maktabah al-Shāmilah* and traced to the collections in which they appear. The tracing process recorded the wording, collection, transmission route, and available supporting reports. Information concerning individual transmitters and possible connections between teachers and students was compared with biographical sources, including *Tahdhīb al-Tahdhīb* (Ibn Ḥajar al-ʿAsqalānī, 1326 AH) and *Taqrīb al-Tahdhīb* (Ibn Ḥajar al-ʿAsqalānī, 1986), as well as editorial notes in the critical editions consulted in this study. The study also consulted hadith commentaries to identify interpretations concerning ownership or authority, possession, liability for risk, contractual uncertainty, *salam*, and agency. Because the study did not employ a systematic database search, publication-period restriction, or exhaustive screening procedure, it is classified as focused library research rather than a systematic literature review.

The analysis proceeded in four stages. First, *takhrīj al-ḥadīth* (hadith source tracing) was used to identify the principal report, selected textual variants, and supporting reports. Second, a focused *sanad* review examined the principal transmission route, reported teacher–student relationships, indications of direct transmission, and the disputed connection between Yūsuf ibn Māhak and Ḥakīm ibn Ḥizām. Third, textual analysis compared the wording and immediate context of the report with related hadiths and selected classical commentaries. Fourth, *fiqh al-ḥadīth* was used to identify legal considerations and apply them comparatively to the three dropshipping arrangements. The study does not reconstruct every known transmission route or independently reassess every transmitter. Instead, it reports and compares selected evaluations found in the consulted sources. The analysis concerns normative contractual models and does not establish whether particular sellers, suppliers, marketplaces, or transactions comply with those models in practice. No human participants or original field data were involved.

C. Results and Discussion

1. Results

1) Source Mapping and Selected Transmission Analysis

The *takhrīj al-ḥadīth* identified the report concerning the sale of goods not held by the seller in several major hadith collections. The report records Ḥakīm ibn Ḥizām asking the Prophet whether he could sell an item requested by a customer and subsequently obtain it from the market. The Prophet responded, “Do not sell what is not with you” (*lā tabiʿ mā laysa ʿindaka*). Table 1 presents the principal locations of this report.

Table 1.
Principal Sources of the Hadith

No.	Compiler	Collection	Hadith Number
1	Abū Dāwūd	*Sunan Abī Dāwūd*	3503
2	Al-Tirmidhī	*Jāmiʿ al-Tirmidhī*	1232
3	Al-Nasāʾī	*Sunan al-Nasāʾī*	4613
4	Ibn Mājah	*Sunan Ibn Mājah*	2187
5	Aḥmad ibn Ḥanbal	*Musnad Aḥmad*	No. 15311 and related adjacent routes in the 2001 edition

Sources: Abū Dāwūd (1323 AH, Hadith 3503), al-Tirmidhī (1998, Hadith 1232), al-Nasāʾī (1930, Hadith 4613), Ibn Mājah (2009, Hadith 2187), and Aḥmad ibn Ḥanbal (2001, Hadith 15311 and related routes). Hadith numbering may vary across editions.

Vol. 5, Issue 2, July-December 2026
DOI: 10.69548/sinthop.v5.i2.133.323-333

The principal wording examined in this article is the version reported by al-Tirmidhī:

حَدَّثَنَا قُتَيْبَةُ قَالَ: حَدَّثَنَا هُشَيْمٌ عَنْ أَبِي بِشْرٍ عَنْ يُوسُفَ بْنِ مَاهَكَ عَنْ حَكِيمِ بْنِ حِزَامٍ قَالَ: أَتَيْتُ رَسُولَ اللَّهِ ﷺ فَقُلْتُ: يَأْتِينِي الرَّجُلُ يَسْأَلُنِي مِنَ الْبَيْعِ مَا لَيْسَ عِنْدِي أَبْتَاعُ لَهُ مِنَ السُّوقِ ثُمَّ أَبِيعُهُ قَالَ: «لَا تَبِعْ مَا لَيْسَ عِنْدَكَ».

> "Qutaybah narrated to us from Hushaym, from Abū Bishr, from Yūsuf ibn Māhak, from Ḥakīm ibn Ḥizām, who said: I came to the Messenger of Allah and asked, 'A man comes to me seeking to purchase something that I do not have. May I obtain it for him from the market and then sell it to him?' He replied, 'Do not sell what is not with you'" (al-Tirmidhī, 1998, Hadith 1232; authors' translation).

The sanad analysis focused on the route transmitted by al-Tirmidhī: Qutaybah ibn Saʿīd → Hushaym ibn Bashīr → Abū Bishr Jaʿfar ibn Iyās → Yūsuf ibn Māhak → Ḥakīm ibn Ḥizām. The biographical sources consulted in the study do not identify a substantive reliability problem among Qutaybah, Abū Bishr, or Yūsuf. Hushaym is recognized as a reliable transmitter but is also associated with *tadlīs*, or the omission of an intermediary through an ambiguous transmission formula. In this report, however, a parallel version in *Sunan al-Nasāʾī* employs the explicit formula حَدَّثَنَا أَبُو بِشْرٍ (*ḥaddathanā Abū Bishr*, "Abū Bishr narrated to us"), indicating direct transmission between Hushaym and Abū Bishr (al-Nasāʾī, 1930, Hadith 4613). This version reduces the concern that *tadlīs* affected that particular link.

The relationship between Yūsuf ibn Māhak and Ḥakīm ibn Ḥizām is more complex. A critical note cited in the annotated edition of *Musnad Aḥmad* states that Yūsuf did not hear directly from Ḥakīm. The note states: يوسف بن ماهك لم يسمع من حكيم بن حزام ("Yūsuf ibn Māhak did not hear directly from Ḥakīm ibn Ḥizām"; Aḥmad ibn Ḥanbal, 2001, commentary on Hadith 15311). Several transmissions also insert ʿAbd Allāh ibn ʿIṣmah between them. Other reported variants, however, use language indicating direct transmission. The available evidence therefore does not justify treating the alleged interruption as an uncontested feature of every route.

The hadith classifications likewise require attribution to their respective authorities. Al-Tirmidhī classified the report as *ḥasan*. In Shuʿayb al-Arnaʾūṭ's critical edition of *Musnad Aḥmad*, one transmission route is evaluated as weak because of the disputed interruption, while the report as a whole is classified as *ṣaḥīḥ li-ghayrihi*—sound on the basis of corroborating evidence—after consideration of the route through ʿAbd Allāh ibn ʿIṣmah and a supporting report from ʿAbd Allāh ibn ʿAmr. This study records these different evaluations rather than claiming to resolve the transmission dispute independently. The report may consequently be used in legal analysis, provided that its classification is attributed to the relevant hadith critics.

2) Textual Context and Contractual Implications

The immediate question context reported in the hadith concerns a prospective transaction in which a customer requests an item that the seller does not currently possess.

The seller proposes concluding the sale and then purchasing the item from the market for delivery to the customer. The wording therefore addresses more than the absence of physical inventory: it also raises questions about the seller's authority, ability to obtain and deliver the item, and exposure to the risks attached to the sale.

A comparative reading with related reports shows that the absence of an item from the seller's physical premises is not the sole determinant of contractual validity. The prohibition of *gharar* is expressed in the report نَهَى رَسُولُ اللَّهِ ﷺ عَنْ بَيْعِ الْغَرَرِ ("The Messenger of Allah prohibited sales involving *gharar*"; Muslim ibn al-Ḥajjāj, 1433 AH; authors' translation). By contrast, the permissibility of *salam* is established through the instruction مَنْ أَسْلَفَ فِي شَيْءٍ، فَفِي كَيْلٍ مَعْلُومٍ، وَوَزْنٍ مَعْلُومٍ، إِلَى أَجَلٍ مَعْلُومٍ ("Whoever pays in advance for something should do so for a known measure, a known weight, and a specified term"; al-Bukhārī, 1422 AH, Hadiths 2239 and 2253; authors' translation). Together, these reports show that a future-delivery transaction may be permitted when its object, payment, delivery period, and contractual responsibilities are sufficiently defined.

The commentarial sources distinguish between the sale of a specified physical item (*bayʿ al-ʿayn*) and the sale of goods defined by enforceable specifications and owed as a liability (*bayʿ al-ṣifah fī al-dhimmah*). The latter may fall outside the immediate prohibition when the requirements of a valid *salam* or another recognized sale-by-description arrangement are fulfilled. The comparison of the hadith routes and commentaries produced three criteria for evaluating dropshipping arrangements: (1) ownership or legally valid authority to conduct the transaction; (2) responsibility for delivery and commercial risk; and (3) the contractual structure used to define the goods, payment, delivery, compensation, and obligations of the parties.

Applied to the three models examined in this article, these criteria produce different legal configurations. An independent dropshipper who sells a specified item without ownership, supplier authorization, or a reliable capacity to deliver faces the concerns addressed by the hadith. A dropshipper operating through *salam* may conduct a valid future-delivery sale only when the contract meets the requirements of that form. A dropshipper acting under *wakālah bi al-ujrah*—an authorized agency contract for a defined fee—does not sell as the owner but acts within the authority granted by the supplier.

2. Discussion

The analysis indicates that dropshipping cannot be assigned a single legal status based solely on the seller's lack of physical inventory. "Dropshipping" is a commercial description rather than a specific Islamic contract. Its legal status depends on who concludes the sale, whose goods are sold, whether the seller has authority to act, who bears responsibility for delivery, and how the goods and payment obligations are defined. This explains why similar-looking online transactions may produce different legal assessments.

The first configuration involves a dropshipper who acts as an independent seller without owning the goods or receiving authorization from the supplier. The central problem is not merely that the goods remain in the supplier's warehouse. The more serious issue arises when the dropshipper concludes a binding sale while lacking both authority over the specified goods and a dependable capacity to deliver them. Uncertainty concerning stock, conformity, and delivery may then expose the customer to cancellation or nonperformance after payment. This configuration corresponds most closely to the question presented by Ḥakīm ibn Ḥizām. Because this study does not undertake a school-by-school analysis of unauthorized dispositions, it does not classify every such transaction as uniformly void or suspended. The narrower conclusion is that the arrangement raises prohibited elements when the seller lacks ownership or authorization and cannot ensure delivery; its precise doctrinal status remains dependent on the applicable juristic framework.

The second configuration structures the transaction as *salam*. Under this arrangement, the customer purchases goods defined by enforceable specifications for later delivery rather than purchasing a particular physical item already identified in the supplier's warehouse. The permission granted to *salam* shows that the absence of the goods from the seller's immediate possession does not automatically invalidate a transaction. Validity remains conditional on clear product specifications, an agreed quantity and quality, full payment at contract formation, a determined delivery period, and a reasonable ability to procure and deliver the goods. The seller must remain responsible to the customer for delivery and contractual conformity, even when the supplier performs the physical packing and shipment. This continuing responsibility distinguishes a valid *salam* arrangement from a transaction in which the intermediary disclaims both ownership and delivery liability (Supeno & Ansari, 2024). This assessment describes a normative *salam* structure. Its applicability to a particular marketplace depends on whether the platform's payment mechanism constitutes full payment at contract formation and whether the dropshipper remains contractually responsible for delivery. An escrow-based payment mechanism therefore requires separate examination before the transaction can be classified as a valid *salam* arrangement.

This allocation of responsibility is central to the distinction between a valid *salam*-based arrangement and a transaction that merely adopts the label of *salam*. Al-Sayari (2022) similarly argues that dropshipping may be structured through more than one juristic model and that the online store's responsibility must continue until the goods are delivered. Nugroho et al. (2023) identify similarities between online pre-order transactions and *salam*, although their case study also shows that commercial actors do not necessarily understand or implement all relevant requirements. These studies support conditional permissibility rather than the proposition that every advance-order dropshipping transaction is automatically valid.

The third configuration places the dropshipper in the position of an authorized agent through *wakālah bi al-ujrah*. In this model, the supplier remains the owner and appoints the dropshipper to market or sell the goods within an agreed scope of authority. The mandate should specify the agent's responsibilities, pricing authority, compensation,

Vol. 5, Issue 2, July-December 2026
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and permitted dealings with customers. The agent's income may take the form of an agreed fee or another compensation mechanism authorized by the principal, but its basis must be transparent. The report concerning ʿUrwah al-Bāriqī, whom the Prophet authorized to purchase a sheep, supports the basic permissibility of commercial representation (al-Bukhārī, 1422 AH, Hadiths 3642–3643). The report supports the principle of agency but does not, by itself, establish every requirement governing *wakālah bi al-ujrah*, including the form and amount of compensation. The agency model examined here is limited to an arrangement in which the supplier appoints the dropshipper as an agent. A configuration in which the buyer appoints the dropshipper, or in which the dropshipper acts as a broker, purchaser, or service provider, may generate different contractual consequences and falls outside the present comparison.

Agency resolves the question of whether the dropshipper has authority to act, but it does not eliminate every form of *gharar*. Product specifications, stock information, delivery arrangements, liability for defects, return procedures, and the agent's compensation must remain clear. Maulana et al. (2024) similarly connect the permissibility of dropshipping with accurate descriptions, the buyer's right of *khiyār*, and the use of trustworthy suppliers. Their study, however, frames the agency relationship differently by discussing the seller as an agent of the buyer. This difference confirms that the term "wakālah" cannot be applied without identifying who appoints whom and what authority the mandate contains.

Research on marketplace practices also indicates that a single transaction may involve several contractual relationships. Iswiyah and Sabiq (2023), for example, identify *salam*, brokerage, agency, and other relationships within a Shopee-based arrangement. Their findings should not be generalized to every platform, but they demonstrate why a dropshipping transaction must be decomposed into the relationships among the customer, dropshipper, supplier, platform, and delivery service. A Tokopedia-focused study likewise associates permissibility with transparent product specifications and a properly structured *salam* arrangement (Syaripudin et al., 2025). The legal assessment may differ across these relationships even when they form part of one commercial process.

The article's contribution lies in using focused hadith analysis and selected commentaries to distinguish three contractual determinants: authority over the sale, responsibility for delivery and risk, and the form through which the parties' obligations are established. This approach avoids treating physical possession as the only criterion and avoids granting automatic legitimacy merely because a transaction is labeled *salam* or *wakālah*. For practitioners, the analysis calls for explicit supplier authorization, accurate product information, clearly allocated delivery liability, transparent compensation, and effective return or refund procedures.

D. Conclusion

The analysis shows that the hadith *lā tabiʿ mā laysa ʿindaka* is transmitted through several major collections, although the relationship between Yūsuf ibn Māhak and Ḥakīm ibn Ḥizām has been evaluated differently in the hadith-critical literature. Al-Tirmidhī classified the report as *ḥasan*, while Shuʿayb al-Arnaʾūṭ's critical edition of *Musnad Aḥmad* evaluates one transmission route as weak but classifies the report as a whole as *ṣaḥīḥ li-ghayrihi* on the basis of corroborating evidence. Its legal application does not produce one ruling for every form of dropshipping. The relevant considerations are the seller's ownership or authority, responsibility for delivery and risk, and the contractual form governing the transaction. A sale concluded without ownership, authorization, or a reliable capacity to deliver raises the concerns addressed by the hadith. By contrast, *salam* and *wakālah bi al-ujrah* may provide valid structures when their substantive requirements are fulfilled.

This article offers a textual and contractual framework rather than a universal ruling on all marketplace practices. A *salam*-based model requires clearly specified goods, full payment at contract formation, a determined delivery period, and continuing seller responsibility for contractual performance and delivery. A *wakālah bi al-ujrah* model requires a valid mandate, defined authority, transparent compensation, and clear responsibility among the supplier, agent, and customer. The hadith analysis in this article is focused and does not reconstruct every known transmission route or independently reassess every transmitter. Since the study is limited to documentary analysis, future research should examine actual platform agreements, payment mechanisms, and transaction sequences to determine whether contemporary dropshipping practices satisfy these normative conditions.

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