

# Legal Protection of Consumers in Buying and Selling Dropshipping In The Perspective Of Islamic Law And Laws and Regulation

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## Abstract

*This research is a descriptive analysis with a comparative law approach. This type of research is normative juridical. The data sources of this research are revelatory data sources and secondary legal sources. The data collection tool for this research is document study. To analyze the data obtained, qualitative data analysis was used. Based on this research, it is implemented that the concept of a dropshipping trading system both in Islam and the existing laws in Indonesia is not much different, it's just that what distinguishes dropshipping in Islamic law in buying and selling makes an agreement called a contract or an agreement regarding the product that is traded. disagreements with the form of supervision of the regulatory-law which is not only supervised by the government but also supervised by parties who have worked together to oversee dropshipping trading activities.*

**Keywords: Protection, Consumers, Buying And Selling, Dropshipping.**

## INTRODUCTION

Human needs are very important both primarily and secondaryly. The main needs for humans every day such as clothes, tables, to other household appliances . The last is the Tertiary needs where tertiary needs are met after primary and secondary needs can be met such as, cars and motorcycles. To meet these needs, humans themselves take various ways, both easy and difficult ways. The need depends on each human being sorting out the easy way or the difficult way. In the development of the era of globalization, humans provide for a need in an easy and efficient or simple way through *online* buying and selling. Online buying and selling businesses are required to provide information about their identity and legality. The legality referred to in online buying and selling is an explanation of the product goods traded by consumers or the feasibility of the goods sold in addition to that technical information about the goods or services offered is also required to be described.

At this time almost everyone feels online shopping with quite dynamic technological developments and can see the effect of *e-commerce* itself has been used in business circles. An internet use for businessmen is increasing over time. The Internet has also shown the results of the advantages of trading services or goods online in the world.<sup>1</sup> Some things that affect online *shopping* that are trending in the global era are *the dropshipping* system. Online business with this system does not require a capital because the seller or so-called (*dropshipper*) does not provide stock goods but the seller only offers information on a photo to consumers, when consumers are interested in the goods and buy the goods being sold, sent directly to the *supplier* or distributor who has the agreed goods or products. Although they do not provide stock of products or goods, consumers who buy these goods or products will pay to *the dropshipper* first. The payment will be continued to *suppliers* who have products at prices that have been agreed upon.

The perspective of the Consumer Protection Act, which requires that the goods being traded must be clear so as not to harm consumers. The existence of *dropshipping buying and selling* shows that there is a gap between the laws and regulations and also Islamic law, and the reality that occurs in the field or its application.

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<sup>1</sup> Mardani, 2013, *Fiqh Ekonomi Syariah*, Jakarta: Kencana Prenada Media Group, halaman 101.

## RESEARCH METHODS

A study cannot be said to be research if it does not have a research method because the purpose of the research is to reveal a truth systematically, methodologically and consistently.<sup>2</sup> The research method used is normative juridical research, which is legal research carried out by examining library materials or skunder data.<sup>3</sup> Soerjono Soekanto stated that there are 5 scopes of legal research, namely research on legal systematics, legal systematics, level of legal synchronization, legal history and comparison.<sup>4</sup> Judging by its nature, this study is descriptive analytical, describing all symptoms and facts and analyzing the problems that exist now in law<sup>5</sup> relating to the exercise of the rights of suspects and defendants while serving the period of detention. This research uses an empirical juridical approach, namely an approach by conducting an assessment and analysis of legal protection for consumers in buying and selling dropshipping in the perspective of Islamic law and laws and regulations.

## RESULTS AND DISCUSSION

### **Forms of Legal Protection against Consumers Due to Dropshipping Buying and Selling that Provide Unclear Information According to Islamic Law and Laws and Regulations in Indonesia**

Legal protection for consumers due to dropshipping in providing information that is unclear according to Islamic law, an unclear transaction is called a gharar transaction, but a gharar sale and purchase transaction according to Islamic law, a risky sale, deception, and throwing oneself or property into the abyss perdition. Consumer protection law in Islamic law refers to sharia economic law which has principles based on studies in fiqh, there are the most basic and most important rules and are agreed upon by scholars in four schools of thought, namely: "The basic law of mu'amalah is permissible, until there is evidence that prohibits it."

In line with the opinion above, Fakhruddin 'Uthman bin Ali al-Zaila'i in the book *Tabin al-Haqqaiq* states: "Mu'amalah is basically to dispel damage to mankind, so it is not required to have a proposition that allows it, but it is enough to see in fact, when it is visible to the eye, it means that it is permissible until there is a reason that regulates the argument that forbids it."

Humans are given the freedom to develop business models and all innovations in the business undertaken, but the business undertaken must be in accordance with its essence on a clear legal basis and from the perspective of fiqh law.

The principles in Islamic economics are:

1. Prohibition of doing Zalim (Man'u Dzalim),
2. Prohibition of Riba,
3. Prohibition of Fraud (Gharar),
4. Accept the Risk,
5. Prohibition of Maysir,
6. The principle of honesty.

*Gharar (unclearness) on goods and prices due to several things:*

1. The physical goods are not clear,

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<sup>2</sup> Rahimah, R., & Koto, I. (2022). Implications of Parenting Patterns in the Development of Early Childhood Social Attitudes. *International Journal Reglement & Society (IJRS)*, 3(2), 129-133.

<sup>3</sup> Koto, I., & Faisal, F. (2021). Penerapan Eksekusi Jaminan Fidusia Pada Benda Bergerak Terhadap Debitur Wanprestasi. *Journal of Education, Humaniora and Social Sciences (JEHSS)*, 4(2), 774-781.

<sup>4</sup> Zainuddin, Z. (2022). Implementation Of The Change Of The Chairman Of The Labuhan Batu Selatan Regional People's Representative Council. *International Journal Reglement & Society (IJRS)*, 3(1), 11-18.

<sup>5</sup> Winarno Surakhmad, *Dasar dan Teknik Research* (Bandung: Tarsito, 1978), hal. 132

2. The nature of the goods is not clear
3. Item size is not clear,
4. Items do not belong to the seller,

Some of the contract objects that are described are visible in the object of the contract that require protection of consumers in a buying and selling system that is unilaterally detrimental and brings harm that forbids the buying and selling system that is carried out. then the form of consumer protection in online buying and selling can be divided into several parts.

In buying and selling orders (as-salam) payment is made in advance and the goods are postponed until the agreed time. Al-Khothobi stated, the scholars disagreed about the permissibility of this sale and purchase, stating its invalidity, because of the hadith and because there are conditions of facade and al-gharar also this is included in the category of consuming other people's property with vanity. Buying and selling online has two false conditions.<sup>6</sup>

Buying and selling greetings is basically not allowed based on the hadith mentioned above. However, istihsan buying and selling like this is allowed based on the ijma' argument, because buying and selling orders (salam) is one example of istihsan bil ijma'. Buying and selling online has become a furu' (new branch/problem) which is mostly done by people today. Ashl (old problem) from buying and selling online, namely buying and selling as-salam. "O you who believe, if you do not do mu'amalah in cash for a specified time, then you should write it down. And let a writer among you write it correctly. And let the writer not be reluctant to write it down as Allah taught him, let him write, and let the debtor obey (what is to be written), and let him fear Allah his Lord, and let him not reduce anything from his debt. If the debtor is a person who is weak in mind or weak (his condition) or he himself is unable to enforce it, then his guardian should be honest about it. And bear witness with two witnesses from the men (among you).

Forms of consumer protection according to Law no. 8 of 1999 Article 1 number 1 which reads "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. Therefore, basically consumers also need legal protection that is universal as well. Given the weak position of consumers in general compared to the position of producers which is relatively stronger in many ways, for example in terms of economy and knowledge, considering that it is producers who produce goods while consumers only buy products that are already available in the market, the discussion of consumer protection will always feel actual and always important to reviewed and this consumer protection problem occurs in everyday life.

Consumer protection focuses on consumers so that their consumer rights can be used. In general, four internationally recognized rights:

1. The right to clear information,
2. The right to security,
3. The right to vote,
4. Right to be heard.

The protection of consumers is very important in buying and selling transactions. Consumer rights are also regulated in Law No. 8/1999 on consumer protection, which is stated in Article 4 of Law No. 8/1999 which states a consumer's right to receive guarantees and protection, namely:

1. The right to comfort, security, and safety in consuming goods and/or services,

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<sup>6</sup> Jaih Mubarak dan Hasanudin, 2018, *Fikih Mu'amalah Maliyyah Akad Jual-Beli*, Bandung : Simbiosis Rekatama Media

2. The right to choose goods or services and to obtain these goods and/or services at the exchange rate, conditions and guarantees promised,
3. The right to correct, clear and honest information regarding the conditions and guarantees of goods or services,
4. The right to have their opinions and complaints heard on the goods and or services used,
5. The right to get advocacy, protection, and efforts to resolve consumer protection disputes properly.

The Consumer Protection Law has the principle that all responsibilities are to protect consumers from harmful actions, so that in this case, from cases of consumer rights violations, caution is needed in analyzing who should be responsible and how far the responsibility can be charged to the parties involved. related parties.

## CONCLUSION

Legal Protection Against Consumers Due to Dropshipping Buying and Selling in Islamic Law and statutory regulations in Indonesia can be concluded in Islamic law where the protection of consumers who make buying and selling transactions is regulated in the rules that have been regulated in Islamic law itself the form of protection carried out It is clear that when a consumer suffers a loss on the purchase of goods that are not in accordance with Islamic law, they are entitled to compensation or the transaction can be cancelled. Consumer protection according to Law no. 8 of 1999 Article 1 number 1 which reads "Consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. loss of all transactions of goods or services that are traded to be compensated for and responsible for mistakes made to consumers. Information and Electronic Transactions Law Number 19 of 2016 in Article 9 which reads: "Business actors who offer products through electronic systems must provide complete and correct information relating to contract terms, producers and products offered". Strict attention is needed in supervising buying and selling activities online (in the network) so that they are not seen but monitored and followed up on activities that harm consumers.

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